



UTILITY COMMISSION AGENDA

Wednesday, September 7, 2016

5:30 p.m.

1. **Meeting Called to Order**

2. **Roll Call**

3. **Consent Agenda**

The following items are considered non-controversial by staff and are recommended to be read and passed in one motion. Any commission member, staff, citizen or meeting attendee can request one or more items be pulled from the consent agenda and the item will be pulled and addressed immediately after the passage of the consent agenda. Otherwise, the following will be passed in one motion:

A) Approval of Meeting Minutes from August 3, 2016 (pp. 5 - 15).

Agenda

4. Mills Fleet Farm Plat (pg. 16).

**Discussion of right-of-way, liability, maintenance/easement of storm sewer pipe.*

5. 15532 Dellwood Drive & 15494 Dellwood Drive Turn Lane Approach Review Request (pp. 17 – 18).

**Staff recommends the Utilities Commission make a motion to direct staff to remove the existing Bypass Lane sign and replace with Bypass & Right Turn Lane sign.*

6. TKDA Fixed Network Water Meter Replacement Project Partial Pay Estimate No. 1 (pp. 19 – 24).

**Staff recommends the Utilities Commission make a motion to City Council to approve the TKDA Partial Pay Estimate No. 1 in the amount of \$619,940.43 for the 2016 Fixed Network Water Meter Replacement Project.*

7. 2015 Mill & Overlay Project Update.

**No written update. SEH Consulting Engineer Hedlund will give verbal update.*

8. 2016 Fairview Road Improvements Project Update (pp. 25 – 26).

**Information only.*

9. 2016 Fairview Road Improvements Project Change Order No. 1 (pg. 27).

- *Staff recommends the Utilities Commission make a motion to City Council to approve the Anderson Brothers Change Order No. 1 in the increased amount of \$9,799.20 for the 2016 Fairview Road Improvements Project.*
10. 2016 Fairview Road Improvements Project Partial Pay Estimate No. 3 (pp. 28 – 30).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Anderson Brothers Partial Pay Estimate No. 3 in the amount of \$470,068.12 for the 2016 Fairview Road Improvements Project.*
 11. 2016 Fairview Improvements Road Project Construction Services Fee Increase Request (pp. 31 – 44).
**Staff recommends the Utilities Commission make a motion to City Council to approve the SEH Construction Services Fee Increase Request in the not to exceed amount of \$20,272.00 for the 2016 Fairview Road Improvements Project.*
 12. 2018 Cypress Drive Improvements Project – College Road to Excelsior Road Memorandum (pp. 45 – 50).
**Information only.*
 13. 2018 Cypress Drive Improvements Project – College Road to Excelsior Road Agreement for Professional Services (pp. 51 – 61).
**Staff recommends the Utilities Commission make a motion to City Council to approve the SEH Agreement for Professional Services in the not to exceed amount of \$237,407.00 for the 2018 Cypress Drive Improvements Project – College Road to Excelsior Road.*
 14. 2016 City of Baxter Chip Sealing Project (pp. 62 – 63).
**Information only.*
 15. 2016 Golf Course Drive Improvements Project Update (pp. 64 – 66).
**Information only.*
 16. 2016 Golf Course Drive Improvements Project Change Order No. 1 (pp. 67 – 70).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Anderson Brothers Change Order No. 1 in the increased amount of \$12,947.34 for the 2016 Golf Course Drive Improvements Project.*
 17. 2016 Golf Course Drive Improvements Project Partial Pay Estimate No. 1 (pp. 71 - 72).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Anderson Brothers Partial Pay Estimate No. 1 in the amount of \$442,941.94 for the 2016 Golf Course Drive Improvements Project.*
 18. 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project Update (pp. 73 - 75).

**Information only.*

19. 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project Change Order No. 2 (pp. 76 – 78).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Tri-City Paving Change Order No. 2 for a time extension request for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project.*
20. 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project Partial Pay Estimate No. 2 (pp. 79 – 84).
**Staff recommends the Utilities Commission make a motion to City Council to approve the Tri-City Paving Partial Pay Estimate No. 2 in the amount of \$528,112.29 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project.*
21. 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project Update (pg. 85).
**Information only.*
22. 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project Change Order No. 4 (pp. 86 – 99).
**Staff recommends the Utilities Commission make a motion to City Council to approve the R.L. Larson Excavating Change Order No. 4 in the increased amount of \$16,606.10 for the 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project.*
23. 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project Partial Pay Estimate No. 7 (pp. 100 – 109).
**Staff recommends the Utilities Commission make a motion to City Council to approve the R.L. Larson Excavating Partial Pay Estimate No. 7 in the amount of \$22,844.51 for the 2015 Dellwood Drive and Novotny Road, Inglewood Drive and Independence Road Improvements Project.*
24. Lift Station No. 8 Reconstruction Project Update (pg. 110).
**Information only.*
25. Lift Station No. 8 Reconstruction Project Change Order No. 1 (pp. 111 –114).
**Staff recommends the Utilities Commission make a motion to City Council to approve the DeChantal Excavating Change Order No. 1 for additional site work including graveling, grading and bituminous driveway in the increased amount of \$2,915.50 for the Lift Station No. 8 Reconstruction Project.*
26. Lift Station No. 8 Reconstruction Project Final Pay Estimate No. 2 (pp. 115 - 116).

**Staff recommends the Utilities Commission make a motion to City Council to approve the DeChantal Excavating Final Pay Estimate No. 2 in the amount of \$30,356.50 for the Lift Station No. 8 Reconstruction Project.*

27. Wastewater Treatment Plant Charges for July (pp. 117 – 120).
**Information only.*
28. Adjourn.

UTILITIES COMMISSION

August 3, 2016

The regular meeting of the Baxter Utilities Commission was called to order at 5:30 p.m. by Chairman Rock Yliniemi.

MEMBERS PRESENT: Commissioners Jack Christofferson, Shawn Crochet, Doug Wolf and Chairman Rock Yliniemi.

MEMBERS ABSENT: Commissioner Dave Franzen and Council Liaison Mark Cross.

STAFF PRESENT: Public Works Director/City Engineer Trevor Walter and Administrative Assistant Mary Haugen.

OTHERS PRESENT: WSN Consulting Engineer Aric Welch, WSN Engineer Tim Ramerth, SEH Consulting Engineer Scott Hedlund and Bolton & Menk Consulting Engineer Mike Rardin.

APPROVAL OF MINUTES

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to approve the Utilities Commission minutes of July 6, 2016. Motion carried unanimously.

AMI PROJECT UPDATE

GIS/IT Director Todd DeBoer gave a brief update on the project. Midwest Testing will be the installers of the water meters and notices for appointments have been sent to the residents north of T.H. 210 to have meter(s) replaced and a radio installed. Midwest Testing anticipates installing 50 – 75 meters per day and installation time per meter is typically 20 – 30 minutes.

Final integration for the software billing is still being completed at this time.

15532 DELLWOOD DRIVE AND 15494 DELLWOOD DRIVE TURN LANE APPROACH REVIEW REQUEST

The commission discussed the concern that a resident on Dellwood Drive reported. This particular area has a bypass lane to allow north bound vehicles to bypass traffic turning left onto Novotny Road. The concern is that a residential home and business both need to make right hand turns in that bypass lane in order to enter their property.

Signage indicates this is a bypass lane at 45 mph. Traffic thinking it's only a bypass lane a near rear end accident almost occurred last weekend with the residential homeowner trying to make a right turn into their property. The city has been put on notice of this occurrence and that there is a possible issue that needs to be addressed. WSB Traffic Engineer Chuck Rickart has been asked to review the situation and make any recommendations of any safety improvements if needed.

Commission consensus was that the City Traffic Engineer needs to review the intersection in a timely manner and come back with any proposed changes to the next commission meeting.

DK INVESTMENTS AGREEMENT FOR DEVELOPMENT FOR VAUGHANS TOWNHOMES

Public Works Director/City Engineer Walter stated this is the standard agreement the City uses for watermain and sanitary sewer extensions for private improvement projects. Public Works Director/City Engineer Walter has no concerns with the agreement and recommends approval.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the DK Investments Agreement for Development for Vaughans Townhomes. Motion carried unanimously.

STORMWATER MANAGEMENT PLAN FOR THIRD ADDITION TO BAXTER WALMART SUBDIVISION

Public Works Director/City Engineer Walter said this was a unique redevelopment of the property with two buildings and multiple tenants toward the front of the existing parking lot.

WSN Engineer Ramerth representing his client reviewed the storm water management plan for the proposed development on Edgewood Drive. The property currently consists of nearly 100 percent impervious coverage which is currently an existing parking lot for the Gander Mountain Store.

The property is going to be replatted and the proposed improvements will consist of a full re-development of the two lots that are being created. Utility connections will be derived from an internal watermain and a single cut in Edgewood Drive for the installation of a main line 8 inch sanitary sewer.

Stormwater management requires the proposed redevelopment to retain runoff from the 100-year 24-hour storm event on site. As the property currently exists, the majority of the bituminous pavement on the east side of the current Gander Mountain building drains directly to the city storm water system without any water quality treatment. The entire area being platted into two separate lots will drain directly to the city system with no treatment and there is no engineering way possible to redirect any other way.

As part of this proposed development, the Developer is proposing an extended detention basin be constructed on the south and west side of the current Gander Mountain building and drainage from the Gander Mountain building will be directed to this basin as a tradeoff for the water quality treatment needed for the two lots being created. The volume entering the new pond will be equal to the 100 year 24 hour storm event required for the two new lots out front.

Mr. Walter stated another consideration for stormwater would be to increase the volume in the current storm water pond just south of the building located between Gander Mountain and Cub Foods. Commission felt that one option or the other or a combination of both options will meet

the City ordinance requirements as long as the total volume equals the 100 year 24 hour storm event for the two new lots being created on the northeast side of the property.

MOTION by Commissioner Crochet, seconded by Commissioner Wolf to recommend City Council approve the WSN 100-Year Stormwater Management Plan for the Third Addition to Baxter Wal-Mart Subdivision contingent on final approval from the Public Works Director/City Engineer that the volume equals the 100 year 24 hour storm event for the two new lots being created. Motion carried unanimously.

PRELIMINARY AND FINAL PLAT FOR THIRD ADDITION TO BAXTER WALMART SUBDIVISION

WSN Consulting Engineer Ramerth stated the proposed site improvements for the Gander Mountain property located just north of Excelsior Road along Edgewood Drive. The proposed project will include the replat of the property to create two additional lots north of Taco Bell comprising of approximately 3.5 acres of property.

Public Works Director/City Engineer Walter stated that Community Development Director Doty had recently completed his review and expressed some concern over the entrance lineup on the private drive with adjacent property owner Taco Bell. Mr. Walter inquired if the commission saw any reason for a traffic study to be done on the proposed development with regards to ingress and egress.

Mr. Ramerth stated the entrance change is on private property and was changed to facilitate better traffic flow within the development. Chairman Yliniemi stated he did not see a reason for a traffic study due to the options within the area for ingress and egress since it is only the private entrance that is being changed with no changes to ingress or egress to Edgewood Drive.

Mr. Walter informed the commission that development is planned for 2017; however, the developer wants to have all zoning approvals done so building leases can be signed.

The commission discussed the improvements to the site will need to have a total road closure and felt it would be in the best interest to detour traffic through the existing parking lot. Pavement will be required to be cut completely across from side to side by approximately 100-feet long in an effort to get compaction back in the excavation trench. The same pavement cross section used in the 2015 Full Depth Reclamation of Edgewood Drive will be required to repair the roadway.

The commission discussed road right-of-way in the area and it was determined that no additional right-of-way would be needed. City Subdivision Ordinance 11-4-2 for streets right of way states the following: In the sole discretion of the city, a reduction in right-of-way may be granted if the proposed development abuts existing development with less right-of-way or if it is a replat of a previously platted development.

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to recommend advising the Planning and Zoning Commission that the Utilities Commission has no concerns with the Third Addition to Baxter Wal-Mart Subdivision Preliminary & Final Plat contingent on the following:

1. Waive the dedicated additional 80-feet of right-of-way on Edgewood Drive per City Ordinance No. 11-4-2.
 2. No traffic study on the development would be required.
 3. Require a signed Development Agreement before the City issues a building permit.
- Motion carried unanimously.

2015 MILL AND OVERLAY PROJECT UPDATE

SEH Consulting Engineer Hedlund had no new information on the 2015 Mill and Overlay Project.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT UPDATE

The following is an update on the status of the various work tasks on the project:

A. Permits

1. The necessary wetland permits have been secured.
2. The necessary MnDOT right of way (ROW) permit has been secured.
3. The necessary MPCA NPDES Construction Stormwater Permit will be secured by the contractor prior to start of construction.

B. Easements

- Easement agreements from all but 2 parcels have been secured to date.
 - The remaining 2 are temporary easements for driveway resloping.
 1. One of the two has given verbal approval.
- Beyond the easements above, 2 additional easements combined with maintenance agreements have been submitted to the school district for approval to cover the existing storm ponds on the west and southeast sides of Baxter Elementary School property.
 - The west pond is planned for improvement with the 2016 Mill & Overlay Project and the southeast pond is planned for improvement with this project.

C. Bidding

- Bids were opened on May 3, 2016.
 - Two bids were received.
 - Both bids were below the engineer's estimate.
 - Anderson Brothers Construction of Brainerd is the low bidder.
- City Council awarded the project to Anderson Brothers Construction on June 7, 2016.

D. Assessment Hearing

- The assessment hearing occurred on Thursday, June 2, 2016 and was adopted by the City Council on June 7, 2016.

E. Construction

- The preconstruction conference (for the Contractor, Private Utility Companies, City Staff, and SEH) was held June 9th at 9am at City Hall.
- The preconstruction neighborhood meeting was held on June 15th at 6pm at City Hall.
- Construction started June 13th.
- The following work has been completed:
 - The first lift of bituminous surfacing has been placed on Fairview Road east of Memorywood Drive.
 - Both lifts of bituminous surfacing has been paved on Fairview Road west of Memorywood Drive and on Memorywood Drive.
 - All storm sewer, pond, and culverts have been installed.
 - Most of the ditch and inslope grading is complete.
 - Final turf restoration work has started.
- Planned work:
 - Ongoing final ditch and inslope fine grading and turf restoration.
 - Tree restoration is planned for the week of August 8th.
 - Paving the final lift of mainline Fairview Road bituminous surfacing is planned for the week of August 15th.
 1. Driveways are planned to be paved before the mainline.
 - Concrete pedestrian curb ramps at the school and Art Ward Drive, and concrete sidewalk at Inglewood Drive are planned to be installed after the final paving
 - Signing and mailbox work to occur after final paving.
 - Striping to occur last.

F. Utility Relocation Work

- Centerpoint Energy gas main and service relocation/upgrade work is complete.
- Crow Wing Power has some guy wire relocation work remaining.
- CenturyLink has some cable lowering work remaining by Art Ward Drive.

The following is an update on the status of the project budget:

A. Total project budget:

- The total project budget based on the as-bid construction costs and figures to be presented at the Assessment Hearing is \$1.3M.

B. Consultant budget:

- There are no unapproved scope changes at this time.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO.

2

SEH Consulting Engineer Scott Hedlund reviewed Partial Pay Estimate No. 2 for the 2016 Fairview Road Improvements Project with the commission. SEH Consulting Engineer had no concerns with Partial Pay Estimate No. 2 and recommends approval.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the Anderson Brothers Partial Pay Estimate No. 2 in the amount of \$219,879.78 for the 2016 Fairview Road Improvements Project. Motion carried unanimously.

2016 CITY OF BAXTER CHIP SEALING PROJECT UPDATE

Bolton & Menk Consulting Engineer Rardin reviewed the project update.

Work Completed - Fourth Update

Street and trail sealcoat aggregates have been approved for use. Final test documents and design mixes are pending and should be received shortly.

The Contractor notified us on Monday, July 25th, they intend to begin construction on Monday, August 8th.

Resident notices and a Public Service Announcement were sent out on July 26th.

Project Schedule and Completion

The following schedule and completion requirements were incorporated into this project:

1. All seal coat, fog, and interim pavement marking work required under this Contract is to be completed no later than August 15, 2016 and within ten (10) working days from project initiation.
2. All construction operations are to be completed no later than August 26, 2016.

Engineering Costs

The City contracted with BMI for design services for this project in early March. Because the City was uncertain over Franchise Fee creation and street maintenance funding during late February and early March, construction services were not contracted for by the City. Design services were completed by BMI with the submittal of project plans and specifications to the County on March 7, 2016.

On April 12, 2016, a proposal for construction Observation Services was submitted to the City in the amount of \$11,000.00. The cost proposed is higher than what would normally be expected on this type of project. This is based on past experience associated with this Contractor.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT UPDATE

Bolton & Menk Consulting Engineer Rardin reviewed the project update.

Work Progress - Fourth Update

A bid tabulation, assessment review, and contract award recommendation were presented to the Utility Commission at the July 6th meeting. The Commission recommended Award of Contract to Anderson Brothers Const. Co. of Brainerd, LLC in the amount of \$1,090,108.01.

On July 7, 2016, the project Assessment Hearing was conducted where about 10 persons were in attendance. Property owners expressed concern over increased traffic volumes, noise, and speeds along with the need for future maintenance of streets. Sprinkler system relocations were also discussed. Information on the City's pavement management program and long term maintenance plans were provided at the hearing. Several objections to the assessments were received and those same filed appeals with the City.

On July 19, 2016, the City Council adopted the special assessments as proposed and awarded the contract for the project to Anderson Brothers of Brainerd. A Notice of Award of Contract was presented to Anderson Brothers on July 20th and a preconstruction conference was conducted on July 22nd. Work started on the project on Monday, July 25th.

Neighborhood Meeting notices were mailed to property owners on July 20th and a Neighborhood Meeting was conducted Tuesday evening, July 26th. A Public Service Announcement notifying various agencies and parties of the construction was sent out on July 20th. Construction start notices were hand delivered to potentially affected property owners on Thursday, July 21st. An email list of property owners impacted by this project has been created so progress updates and / or alerts can be provide to them as appropriate.

Construction work done the week of July 25th consisted of:

1. Installation of traffic controls
2. Assessment of City utilities (gate valves, curb stops, etc.)
3. Installation and operation of a dewatering system
4. Removal of pavement in the reconstruction area
5. Topsoil stripping in the reconstruction area
6. Implementation of erosion control activities (SWPPP)
7. Location of various underground utilities with relocation planning

Project Schedule

Based on the contractor's proposed schedule, construction is estimated to take just over ten weeks with a projected completion date of October 5th. Based on the contractor's proposed schedule, the following is a brief summary of future construction activities:

July - traffic controls, removals, and dewatering in the reconstruction area

August - street (grading) and storm sewer construction in the reconstruction area

September - reclamation, curb and gutter replacement / construction, aggregate and bituminous base construction, and turf establishment in both the reconstruction and reclamation areas

October - bituminous wear course construction in both the reconstruction and reclamation areas

Completion Dates

The contract calls for substantial completion by September 30th with final completion by October 14th. The contractor has indicated, based on their proposed schedule, they may request an extension of the substantial completion date to October 5th.

Costs

Due to erosion potential at the Johnson Center, bio rolls were added to the erosion control plan (SWPPP) and have been installed. A change order will be necessary for this. The additional cost to do this is currently estimated at about \$4,000. A 5% contingency in the amount of \$54,505.00 has been allowed for in this project.

The City should be aware that the work associated with the possible sewer relocations has resulted in extra work and costs. The City Council was apprised of the estimated costs for this extra work, the sewer inspection costs, and the sewer capacity analysis costs at their meeting on March 3rd. An amendment to the agreement based on those discussions will be provided for approval in the future.

Other work on the project has been continuing as agreed to according to the existing “Not to Exceed” contract.

2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT UPDATE

WSN Consulting Engineer Welch reviewed the project update.

Summary of Work Completed Since Last Update

- Week of June 27th: Contractor completed sanitary sewer and water service work on College Road.
- Week of July 4th: Completed curb & gutter at Baxter Elementary School.
- Week of July 11th: Removals completed on College Road turn lane project. Utility companies completed utility relocates on College Road. Completed storm sewer installation on College Road. Completed turn lane and trail subgrade work.
- Week of July 18th: Completed work on Woida road through bituminous base course (bituminous wear course complete from TH 371 through Dellwood Drive. Completed Clearwater Road through bituminous base course.
- Week of July 25th: Began concrete work on College Road. Completed raising sanitary sewer castings, raising water valves and topsoil/turf establishment

on Clearwater Road and Woida Road. Completed final lift of bituminous on Clearwater Road. Completed final lift of bituminous on Woida Road from Dellwood Drive to Golf Course drive.

Project Schedule

- Week of July 25th: Complete all bituminous work on Clearwater Road and Woida Road. Pavement markings on Clearwater Road and Woida Road. Complete concrete work on College Road. Complete final grading work on College Road.
- Week of Aug. 1st: Complete work on College Road. Begin mill and overlay in Maplewood, Kenwood, Madeline and Glenwood project areas.
- Week of Aug. 8th: Begin mill and overlay in Southdale project area.
- Week of Aug. 15th: Shouldering and final project cleanup.

Changes:

John Street

- A culvert will be added to the project under the driveway along the south side of John Street.

Maplewood Drive

- The Council reviewed our memo regarding possible solutions to the drainage problem at the corner on Maplewood Drive. The Council selected the curb & gutter with a spillway and swale behind the curb. Since the last Council meeting, we have discovered a catch basin and pipe located on the west side of Maplewood Drive. A revised plan was created showing the selected option with a storm sewer catch basin in the ditch to direct storm water overflows into the pipe located on the west side of the roadway. After reviewing the revised plan with City staff, we believe this is the best option to protect area properties from flooding and have directed the Contractor to proceed with the improvement.

College Road

- City staff has requested new signage for the trail crossing at Cypress Drive. The existing signage will be moved to the private roadway entrance at the west end of the project. Additional bituminous pavement and curb & gutter were removed to allow room for the utility locates. A pedestrian ramp will be added on the west side of the private roadway entrance at the west end of the project to comply with current ADA standards

13413 MAPLEWOOD DRIVE AGREEMENT FOR THE 2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT

WSN Project Engineer Welch reviewed the agreement for the property that has flooding concerns on Maplewood Drive as discussed in the project update.

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council approve the 13413 Maplewood Drive Temporary Easement Agreement for the 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project. Motion carried unanimously.

2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT PARTIAL PAY ESTIMATE NO. 1

WSN Consulting Engineer Welch reviewed Partial Pay Estimate No. 1 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project with the commission. WSN Consulting Engineer Welch had no concerns with Partial Pay Estimate No. 1 and recommends approval.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the Tri-City Paving Partial Pay Estimate No. 1 in the amount of \$176,652.90 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project. Motion carried unanimously.

2015 DELLWOOD DRIVE AND NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PROJECT UPDATE

WSN Consulting Engineer Welch informed the Commission that there was no new update and that the project is the same status as from the update last month.

LIFT STATION NO. 8 RECONSTRUCTION PROJECT UPDATE

WSN Consulting Engineer Welch reviewed the project update.

Summary of Work Completed Since Last Update

The Contractor began work on Monday, July 18th, 2016. During the week they completed removals, set the new valve vault and lift station cover and completed all piping necessary to get the lift station back on line. On Friday, July 22nd, 2016 the lift station was started up and put back into operation. The Contractor is currently working on completing miscellaneous items associated with the lift station and site work.

Project Schedule

The contractor will continue site work and final clean up the week of July 25th and paving is scheduled for the week of August 1st. All work should be complete by the Substantial Completion date of August 12th.

Changes

The concrete structures arrived on site with lift holes that penetrated the structure. Lift holes of this type are specifically not allowed because of the potential for ground water infiltration which can lead to sink holes. The Contractor was unable to get the structures replaced in a reasonable amount of time to keep the project on schedule and requested a repair vs. a replacement. The repair was reviewed and approved by the Engineer and City staff. In accordance with the Contract documents, the time required by the Engineer to review the repair will be charged back to the Contractor and withheld from the final payment.

City staff has requested a change to the site plan. The bituminous driveway will be extended farther south and additional bituminous will be placed around the concrete pad for the control panel and sanitary sewer manhole. The work will require additional fill, class 5 aggregate base and bituminous.

LIFT STATION NO. 8 RECONSTRUCTION PROJECT PARTIAL PAY ESTIMATE NO.**1**

WSN Consulting Engineer Welch reviewed Partial Pay Estimate No. 1 for the Lift Station No. 8 Reconstruction Project with the commission. WSN Consulting Engineer Welch had no concerns with Partial Pay Estimate No. 1 and recommends approval.

MOTION by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the DeChantal Excavating Partial Pay Estimate No. 1 in the amount of \$49,500.00 for the Lift Station No. 8 Reconstruction Project. Motion carried unanimously.

WASTEWATER TREATMENT PLAN CHARGES FOR JUNE

The Brainerd Public Utilities Wastewater Plant Charges for June 2016 was submitted to the commission as information only.

ADJOURNMENT

MOTION by Commissioner Wolf, seconded by Commissioner Crochet to adjourn the meeting at 7:45 p.m. Motion carried unanimously.

Approved by:

Submitted by,

Rock Yliniemi
Chairman

Mary Haugen
Administrative Assistant



Memorandum

To: Trevor Walter, PE, Public Works Director / City Engineer
City of Baxter, Minnesota

From: Chuck Rickart, PE, PTOE, Transportation Engineer
WSB & Associates, Inc.

Date: August 2, 2016

Re: Dellwood Drive at Novotny Road By-Pass Lane
City of Baxter, MN
WSB Project No: 2037-03

In conjunction with the recently completed Dellwood/Novotny street and utility construction project a by-pass lane was constructed for northbound thru traffic on Dellwood Drive at the intersection of Novotny Road.

Following completion of construction there has been some concern with the operation of the by-pass lane in conjunction with two the driveways located within the by-pass lane. Based on these concerns we have reviewed the current design and have developed the following conclusions and possible recommendations to improve safety:

- The current signing and stripping was designed and installed based on MnDOT St Aid standards.
- The two driveways were designed based on current City standards.
- Traffic turning right into the driveways is slowing down in the by-pass lane. This may be unexpected for a thru vehicle on Dellwood Drive by-passing a left turning vehicle at Novotny Road.
- A short term solution would be to convert the existing "By-Pass Lane" sign with a new "By-Pass & Turn Lane" sign. No other stripping changes would be necessary.

1. R4-x8a, 30"x36", Black on White



Dellwood Drive at Novotny Road By-Pass Lane
August 2, 2016
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- If the short term solution does not provide improved safety there are three other possible solutions that could be considered. These improvements would require physical changes to the roadway:
 1. Increase the radii at the driveways to provide a more efficient right turn into the sites.
 2. Develop a right turn lane for each site from the by-pass lane.
 3. Restripe and widen the northbound approach with a left turn lane and a thru/right turn lane.

If you have any question concerning these comments please feel free to contact me by email crickart@wsbeng.com or phone (612)360-1283.

444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com



August 30, 2016

Mr. Trevor Walter
Public Works Director/City Engineer
City of Baxter
13190 Memorywood Drive
PO Box 2626
Baxter, Minnesota 56425

Re: Fixed Network Water Meter Replacement Project
TKDA Project No. 16035.000

Dear Mr. Walter:

Please find enclosed Partial Payment Estimate and Certificate No. 1 in the amount of \$619,940.43 for the above referenced project. This is sent to you for City approval and payment to the Contractor. When payment is made, please have the Contractor sign three copies and return one copy to TKDA, one copy to the Contractor and keep one copy for the City records.

Sincerely,

A handwritten signature in black ink that reads "Matthew R. Ellingson".

Matthew R. Ellingson, P.E.
Project Engineer

MRE
Enclosure



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

PERIODICAL ESTIMATE FOR PARTIAL PAYMENTS

Estimate No. 1 Period Ending August 19, 2016 Page 1 of 1 Proj. No. 16035.000
Contractor Dakota Supply Group Original Contract Amount \$883,841.33
Project Fixed Network Water Meter Replacement
Location Baxter, Minnesota

Total Contract Work Completed		\$	<u>652,568.87</u>
Total Approved Credits		\$	<u>0.00</u>
Total Approved Extra Work Completed	\$	<u>0.00</u>	
Approved Extra Orders Amount Completed		\$	<u>0.00</u>
Total Amount Earned This Estimate		\$	<u>652,568.87</u>

Less Approved Credits	\$	<u>0.00</u>	
Less <u>5</u> % Retained	\$	<u>32,628.44</u>	
Less Previous Payments	\$	<u>0.00</u>	
Total Deductions		\$	<u>32,628.44</u>

Amount Due This Estimate \$ 619,940.43

Contractor *[Signature]*
Engineer *[Signature]* R. Collins

Date 8/30/16
Date 8/30/16

CITY OF BAXTER, MINNESOTA
 PAY REQUEST #1 - REVISED AUGUST 22, 2016

ALTERNATE BID PROPOSAL "A"
 SCHEDULE NO. 1 - ALL NEW METERS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
Furnish Only Items During the Contract					
BASE BID ITEMS					
1	5/8" X 3/4" Meter Complete With Radio Transmitter and Meter Seal	2,299	EA	\$ 144.41	\$ 331,988.59
2	1" Meter Complete With Radio Transmitter and Meter Seal	358	EA	\$ 192.23	\$ 68,818.34
3	1-1/2" Meter Complete With Radio Transmitter and Meter Seal	150	EA	\$ 381.59	\$ 57,238.50
4	2" Disc Meter Complete With Radio Transmitter and Meter Seal	92	EA	\$ 480.91	\$ 44,243.72
5	2" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	\$ 1,465.91	\$ -
6	3" Compound Meter Complete With Radio Transmitter and Meter Seal	17	EA	\$ 1,891.48	\$ 32,155.16
7	4" Compound Meter Complete With Radio Transmitter and Meter Seal	3	EA	\$ 2,264.77	\$ 6,794.31
8	6" Compound Meter Complete With Radio Transmitter and Meter Seal	1	EA	\$ 4,027.27	\$ 4,027.27
9	New Radio Transmitter and E-Coder Register For an Existing 5/8" X 3/4" Neptune Meter	0	EA	\$ 119.10	\$ -
10	New Radio Transmitter and E-Coder Register For an Existing 1" Neptune Meter	0	EA	\$ 119.10	\$ -
11	New Radio Transmitter and E-Coder Register For an Existing 1-1/2" Neptune Meter	0	EA	\$ 119.10	\$ -
12	New Radio Transmitter and E-Coder Register For an Existing 2" Neptune Disc Meter	0	EA	\$ 119.10	\$ -
13	New Radio Transmitter and E-Coder Register For an Existing 2" Neptune Compound Meter	0	EA	\$ 119.10	\$ -
14	New Radio Transmitter and E-Coder Register For an Existing 3" Neptune Compound Meter	0	EA	\$ 119.10	\$ -
15	New Radio Transmitter and E-Coder Register For an Existing 4" Neptune Compound Meter	0	EA	\$ 119.10	\$ -
16	New Radio Transmitter and E-Coder Register For an Existing 6" Neptune Compound Meter	0	EA	\$ 119.10	\$ -
17	3/4" or 1" Quarter Turn Ball Valve	0	EA	\$ 9.98	\$ -
18	1-1/2" or 2" Quarter Turn Ball Valve	0	EA	\$ 24.75	\$ -
19	3/4" or 1" First or Second Nipple Between Valve and Meter	0	EA	\$ 8.57	\$ -
20	1-1/2" or 2" First or Second Nipple Between Valve and Meter	0	EA	\$ 61.93	\$ -
21	Meter Horn for 5/8" X 3/4" or 3/4" Meter	0	EA	\$ 50.45	\$ -
22	Meter Horn for 1" Meter	0	EA	\$ 89.19	\$ -
23	Allowance for Misc. Plumbing Material	1	LS	\$ 1,000.00	\$ 1,000.00
24	Add for Pit Meter Register (5/8" - 2" Wet install)	0	EA	\$ -	\$ -
25	Handheld Radio Reading Device	1	LS	\$ 5,681.82	\$ 5,681.82
26	Furnish All Equipment Required to Provide a Fixed Network Reading System Including Hardware, Vendor Hosted Software, Collectors, Antennas, Programming and Training, Communication and Backhaul Costs Until One Year After Final Completion, as Required. (Provide a pricing breakdown of the items included)	1	LS	\$ 33,000.00	\$ 33,000.00

**CITY OF BAXTER, MINNESOTA
PAY REQUEST #1 - REVISED AUGUST 22, 2016**

**ALTERNATE BID PROPOSAL "A"
SCHEDULE NO. 1 - ALL NEW METERS**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
27	5/8" X 3/4" Meter Complete With Touchpad and New Wire and Meter Seal	0	EA	\$ 142.05	\$ -
28	1" Meter Complete With Touchpad and New Wire and Meter Seal	0	EA	\$ 236.14	\$ -
29	Touchpad Reader	0	EA	\$ 340.91	\$ -
TOTAL SCHEDULE NO. 1: ITEMS NO. 1 THRU NO. 29					\$ 584,957.71
NOTE: For items 9-16 the City would like to reuse these meter bodies if possible with your register and radio transmitter. If your register and radio transmitter are not compatible with the existing Neptune T-10 meters you must replace the entire meter for these line items.					
NOTE: All meters shall be provided with gaskets.					

A1	Furnish City Hosted Software for Managing the Read Data. (Add or Deduct from Vendor Hosted System)	1	LS	Not Included @ this time	\$ -
A2	Furnish a Mobile Drive By Reading Device Including Laptop, Antenna, Wiring, Software and Hardware as Required to Read Your System (as a backup way to collect reads if the Fixed Network System is down). If your system does not have a mobile drive by reading device leave blank.	1	LS	Already Included	\$ -

CITY OF BAXTER, MINNESOTA
PAY REQUEST #1 - JULY 21, 2016

ALTERNATE BID PROPOSAL "B"
SCHEDULE NO. 3 - ALL NEW METERS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
Install All Base Bid and Alternate Items					
BASE BID ITEMS					
1	Project Start Up and Mobilization	1	LS	\$ 6,315.79	\$ 6,315.79
2	5/8" X 3/4" Meter Complete With Radio Transmitter and Meter Seal	511	EA	\$ 57.98	\$ 29,627.78
3	1" Meter Complete With Radio Transmitter and Meter Seal	57	EA	\$ 57.98	\$ 3,304.86
4	1-1/2" Meter Complete With Radio Transmitter and Meter Seal	2	EA	\$ 100.00	\$ 200.00
5	2" Disc Meter Complete With Radio Transmitter and Meter Seal	2	EA	\$ 121.05	\$ 242.10
6	2" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	\$ 121.05	\$ -
7	3" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	\$ 310.53	\$ -
8	4" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	\$ 405.28	\$ -
9	6" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	\$ 521.05	\$ -
10	New Radio Transmitter and Register For an Existing 5/8" X 3/4" Neptune Meter	0	EA	\$ 44.21	\$ -
11	New Radio Transmitter and Register For an Existing 1" Neptune Meter	0	EA	\$ 44.21	\$ -
12	New Radio Transmitter and Register For an Existing 1-1/2" Neptune Meter	0	EA	\$ 44.21	\$ -
13	New Radio Transmitter and Register For an Existing 2" Neptune Disc Meter	0	EA	\$ 44.21	\$ -
14	New Radio Transmitter and Register For an Existing 2" Neptune Compound Meter	0	EA	\$ 44.21	\$ -
15	New Radio Transmitter and Register For an Existing 3" Neptune Compound Meter	0	EA	\$ 44.21	\$ -
16	New Radio Transmitter and Register For an Existing 4" Neptune Compound Meter	0	EA	\$ 44.21	\$ -
17	New Radio Transmitter and Register For an Existing 6" Neptune Compound Meter	0	EA	\$ 44.21	\$ -
18	3/4" or 1" Quarter Turn Ball Valve	0	EA	\$ 68.42	\$ -
19	1-1/2" or 2" Quarter Turn Ball Valve	0	EA	\$ 131.58	\$ -
20	3/4" or 1" First or Second Nipple Between Valve and Meter	0	EA	\$ -	\$ -
21	1-1/2" or 2" First or Second Nipple Between Valve and Meter	0	EA	\$ -	\$ -
22	Meter Horn for 5/8" X 3/4" or 3/4" Meter	0	EA	\$ 5.26	\$ -
23	Meter Horn for 1" Meter	0	EA	\$ 5.26	\$ -
24	Add Amount for Installation Under a Trailer Home	0	EA	\$ 26.32	\$ -
25	Confined Space Entry Installation	0	EA	\$ 47.37	\$ -
26	Rate for Plumber	0	HR	\$ 100.00	\$ -
27	Install All Equipment Required to Provide a Fixed Network Reading System Including Hardware, Software, Collectors, Antennas, Programming and Training, Communication and Backhaul Costs as Required.	1	LS	\$ 27,920.63	\$ 27,920.63
28	5/8" X 3/4" Meter Complete With Touchpad and New Wire and Meter Seal	0	EA	\$ 71.58	\$ -
29	1" Meter Complete With Touchpad and New Wire and Meter Seal	0	EA	\$ 71.58	\$ -
TOTAL SCHEDULE NO. 3: ITEMS NO. 1 THRU NO. 29					\$ 67,611.16

CITY OF BAXTER, MINNESOTA
PAY REQUEST #1 - JULY 21, 2016

ALTERNATE BID PROPOSAL "B"
SCHEDULE NO. 3 - ALL NEW METERS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
ALTERNATE BID ITEMS					
A1	Add Amount to Install the Radio Transmitter on the Outside of the Building With New 22 Gauge Wire (Add to Items 2-17 Above)	0	EA	\$ 15.79	\$ -
TOTAL SCHEDULE NO. 3 WITH ALTERNATE BID ITEMS					\$ 67,611.16
NOTE: For items 2-17 the radio transmitters shall be installed in the floor joists inside of the building.					
NOTE: For items 10-17 the City would like to reuse these meter bodies if possible with your register and radio transmitter. If your register and radio transmitter is not compatible with the existing Neptune T-10 meters, you must provide pricing to replace the entire meter for these line items.					
NOTE: All meters shall be provided with gaskets.					



Building a Better World
for All of Us®

MEMORANDUM

TO: Honorable Mayor and City Council and Utilities Commission
c/o Trevor Walter
City of Baxter, Minnesota

FROM: Scott Hedlund, PE

DATE: August 31, 2016

RE: 2016 Fairview Road Improvements Project
Monthly Project Status Update
SEH No. BAXTE 133676 20.00

The following is an update on the status of the various work tasks on the project:

A. Permits

- The necessary wetland permits have been secured.
- The necessary Mn/DOT right of way (ROW) permit has been secured.
- The necessary MPCA NPDES Construction Stormwater Permit will be secured by the contractor prior to start of construction.

B. Easements

- Easement agreements from all but 2 parcels have been secured to date.
 - The remaining 2 are temporary easements for driveway resloping.
 1. One of the two has given verbal approval.
- Beyond the easements above, 2 additional easements combined with maintenance agreements have been submitted to the school district for approval to cover the existing storm ponds on the west and southeast sides of Baxter Elementary School property.
 - The west pond is planned for improvement with the 2016 Mill & Overlay Project and the southeast pond is planned for improvement with this project.

C. Bidding

- Bids were opened on May 3, 2016.
 - Two bids were received.
 - Both bids were below the engineer's estimate.
 - Anderson Brothers Construction of Brainerd is the low bidder.
- City Council awarded the project to Anderson Brothers Construction on June 7, 2016.

D. Assessment Hearing

- The assessment hearing occurred on Thursday, June 2, 2016 and were adopted by the City Council on June 7, 2016.

E. Construction

- The preconstruction conference (for the Contractor, Private Utility Companies, City Staff, and SEH) was held June 9th at 9am at City Hall.
- The preconstruction neighborhood meeting was held on June 15th at 6pm at City Hall.
- Construction started June 13th.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 South 6th Street, Suite 200, Brainerd, MN 56401-3540

SEH is 100% employee-owned | sehinc.com | 218.855.1700 | 866.852.8880 | 888.908.8166 fax

- **With the exception of completing fencing at the gas station pond, a small amount of turf restoration, and some miscellaneous punch list items, the project construction is complete.**
- **The final walk through with the City, SEH, and Contractor is planned for September 8, 2016.**

F. Private Utility Work

- **With the exception of CTC reinstalling some vault location marker signs, the private utility work in the corridor is complete.**

The following is an update on the status of the project budget:

G. Total project budget:

- **The total project budget based on the as-bid construction costs and figures presented at the Assessment Hearing is \$1.3M.**
- **Total final costs are still being calculated and reviewed, but it appears it will be close to the \$1.3M.**

H. Consultant budget:

- **There is a fee amendment request planned for Utilities Commission and City Council approval in September to cover additional construction observation hours beyond the total assumed in the contract. The additional hours are attributed to private utility coordination and observation and the intensity of coverage needed for the City's contractor, both higher than anticipated.**

c: Kelly Steele, Jeremy Vacinek – City of Baxter

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STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. July 2010

Page 1 of 1

2016 Fairview Road Improvements	Minn. Proj. No.	CO No. 1
Project Location Fairview Road from 300FT West of Memorywood Drive to Inglewood Drive		
Local Agency City of Baxter	SEH Project No. BAXTE 133676	
Contractor Anderson Brothers Construction Co	City Project No. 4113	
Address/City/State/Zip PO Box 668, Brainerd, MN 56401		
Total Change Order Amount \$ 9,799.20		

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions:

In consultation with the City, the Engineer determined the Contractor shall replace the specified riprap with tied concrete block mat (Flexamat) at the culvert ends under the TH 210 access drive by the gas station and the culvert discharge culvert at the pond behind the gas station, and add it at the culvert discharge end on the west side of Memorywood Drive between TH 210 and Fairview Road for long term erosion control and maintenance purposes. There is no bid item on the plans for this.

The negotiated unit price is summarized in the Estimate of Cost below:

Estimate Of Cost:						
Group/ Funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
1		TIED CONCRETE BLOCK MAT (FLEXAMAT)	SQ FT	\$13.61	720.00	\$9,799.20
Net Change this Change Order						\$9,799.20

Group 1: City

Approved by Project Engineer: Scott D. Hedlund Date: 08/26/16

Print Name: Scott D. Hedlund, PE - SEH Phone: 218.855.1705

Approved by City of Baxter Engineer: _____ Date: _____

Print Name: _____ Phone: _____

Approved by Contractor: Al Knowlton Date: 8/30/16

Print Name: AL KNOWLTON Phone: 218-820-9926

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 3

CONTRACTOR FOR: 2016 FAIRVIEW ROAD IMPROVEMENTS

PROJECT NO. BAXTE 133676
CITY NO. 4113
OWNER CITY OF BAXTER, MN
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

AGREEMENT DATE: 8/7/2016
FOR WORK ACCOMPLISHED THROUGH: 8/28/2016

LINE NO.	DESCRIPTION	UNIT	QUANTITY	CONTRACT		THIS PAYMENT		WORK TO DATE	
				AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE
1	MOBILIZATION	LUMP SUM	1.00	\$49,606.60		0.20	\$9,921.32	0.95	\$47,126.27
2	TRAFFIC CONTROL	LUMP SUM	1.00	\$4,500.00		0.50	\$2,250.00	0.90	\$4,050.00
3	TEMPORARY MAIL BOX BANK SYSTEM	LUMP SUM	1.00	\$275.00		1.00	\$275.00	1.00	\$275.00
4	SALVAGE & INSTALL SWING AWAY MAIL BOX	EACH	3.00	\$420.00		2.00	\$280.00	2.00	\$280.00
5	SALVAGE MAIL BOX	EACH	30.00	\$680.00			\$0.00	30.00	\$680.00
6	SWING AWAY MAIL BOX SUPPORT	EACH	30.00	\$3,300.00		37.00	\$4,070.00	37.00	\$4,070.00
7	CLEARING	ACRE	0.08	\$4,150.00		0.14	\$581.00	0.23	\$954.50
8	CLEARING	TREE	21.00	\$165.00		1.00	\$165.00	23.00	\$3,795.00
9	GRUBBING	ACRE	0.08	\$4,150.00			\$0.00	0.09	\$373.50
10	GRUBBING	TREE	27.00	\$165.00		1.00	\$165.00	23.00	\$3,795.00
11	CLEAN EXISTING STORM POND (BAXTER ELEMENTARY)	LUMP SUM	1.00	\$850.00			\$0.00	1.00	\$850.00
12	CLEAN EXISTING STORM SEWER SYSTEM (BAXTER ELEMENTARY)	LUMP SUM	1.00	\$3,500.00			\$0.00	1.00	\$3,500.00
13	CLEAN EXISTING CULVERT AND APRON ENDS	LUMP SUM	4.00	\$1,100.00		2.00	\$2,200.00	4.00	\$4,400.00
14	REMOVE PIPE CULVERTS	LIN FT	50.00	\$13.25	\$662.50	100.00	\$1,325.00	100.00	\$1,325.00
15	REMOVE CURB AND GUTTER	LIN FT	840.00	\$8.00	\$5,040.00		\$0.00	840.00	\$5,040.00
16	REMOVE CONCRETE MEDIAN	SQ FT	1,260.00	\$8.25	\$10,395.00		\$0.00	1,050.00	\$8,662.50
17	REMOVE CONCRETE WALK	SQ FT	108.00	\$5.25	\$567.00		\$0.00	0.00	\$0.00
18	REMOVE & REPLACE CONCRETE CURB AND GUTTER	LIN FT	30.00	\$28.75	\$862.50		\$0.00	0.00	\$0.00
19	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	100.00	\$5.25	\$525.00		\$0.00	80.00	\$420.00
20	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2,400.00	\$2.75	\$6,600.00	116.40	\$320.10	2,276.40	\$6,260.10
21	SAWING BITUMINOUS PAVEMENT	LIN FT	1,400.00	\$1.65	\$2,310.00	241.00	\$397.65	838.00	\$1,382.70
22	SAWING CONCRETE PAVEMENT	LIN FT	80.00	\$5.50	\$440.00		\$0.00	45.00	\$247.50
23	SALVAGE 911 SIGN	EACH	32.00	\$11.00	\$352.00		\$0.00	32.00	\$352.00
24	SALVAGE SIGN PANEL TYPE C	EACH	50.00	\$28.00	\$1,400.00		\$0.00	66.00	\$1,848.00
25	SALVAGE & INSTALL PERMANENT BARRICADES	EACH	2.00	\$195.00	\$390.00		\$0.00	1.00	\$195.00
26	SALVAGE & INSTALL PIPE APRON	EACH	1.00	\$530.00	\$530.00		\$0.00	0.00	\$0.00
27	SALVAGE & INSTALL LANDSCAPING (SUPER AMERICA)	LUMP SUM	1.00	\$2,500.00		0.62	\$1,550.00	1.12	\$2,800.00
28	SALVAGE & INSTALL LANDSCAPING (6418 FAIRVIEW RD)	LUMP SUM	1.00	\$1,000.00		1.00	\$1,000.00	1.00	\$1,000.00
29	SALVAGE & INSTALL CHAIN LINK FENCE (ELEMENATARY SCHOOL POND)	LIN FT	40.00	\$5.00	\$200.00	20.00	\$100.00	40.00	\$200.00
30	SALVAGE & INSTALL WOOD SPLIT RAIL FENCE (LAKEWOOD CHURCH)	LIN FT	50.00	\$10.00	\$500.00	30.00	\$300.00	30.00	\$300.00
31	REMOVE WOOD RAIL FENCE (6072 FAIRVIEW RD)	LIN FT	30.00	\$5.00	\$150.00		\$0.00	30.00	\$150.00
32	CONIFEROUS TREE (COLORADO BLUE SPRUCE, 6 FT)	TREE	1.00	\$775.00	\$775.00	11.50	\$8,912.50	11.50	\$8,912.50
33	DECIDUOUS TREE (RIVER BIRCH, 2-INCH, B&B)	TREE	1.00	\$775.00	\$775.00		\$0.00	0.00	\$0.00
34	ORNAMENTAL TREE (CRAB APPLE, 1.5-INCH, CONTAINER)	TREE	1.00	\$775.00	\$775.00	6.00	\$4,650.00	6.00	\$4,650.00
35	DECIDUOUS SHRUB (COMMON LILAC, CONTAINER)	SHRUB	1.00	\$105.00	\$105.00		\$0.00	0.00	\$0.00
36	TRANSPLANT TREE (TREE SPADE)	TREE	3.00	\$1,650.00	\$4,950.00		\$0.00	0.00	\$0.00
37	TRANSPLANT SHRUB	SHRUB	5.00	\$105.00	\$525.00		\$0.00	1.50	\$157.50
38	COMMON EXCAVATION	CU YD	3,504.00	\$13.05	\$45,727.20	3,290.00	\$42,934.50	3,290.00	\$42,934.50
39	SUBGRADE EXCAVATION	CU YD	1,300.00	\$13.75	\$17,875.00	960.20	\$13,202.75	1,258.40	\$17,303.00
40	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	79.00	\$200.00	\$15,800.00		\$0.00	79.00	\$15,800.00
41	STREET SWEEPER (WITH PICKUP BROOM)	hour	20.00	\$125.00	\$2,500.00	3.00	\$375.00	5.00	\$625.00
42	WATER	MGAL	500.00	\$43.50	\$21,750.00		\$0.00	316.00	\$13,746.00
43	AGGREGATE BASE, CL 5 (CV)	CU YD	485.00	\$22.65	\$10,982.25	166.50	\$3,771.23	666.50	\$15,096.23
44	AGGREGATE SURFACING, CL1 (CV)	CU YD	212.00	\$38.00	\$8,056.00		\$0.00	0.00	\$0.00
45	AGGREGATE DRIVEWAY RESTORATION, CLASS 5	SQ YD	55.00	\$10.00	\$550.00	55.00	\$550.00	55.00	\$550.00

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 3

CONTRACTOR FOR: 2016 FAIRVIEW ROAD IMPROVEMENTS

PROJECT NO. BAXTE 133676
CITY NO. 4113
OWNER CITY OF BAXTER, MN
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

AGREEMENT DATE: 6/7/2016

FOR WORK ACCOMPLISHED THROUGH: 8/28/2016

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
46	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	\$1.00	22,633.00	\$22,633.00		\$0.00	22,633.00	\$22,633.00
47	MILL BITUMINOUS SURFACE 1.5"	SQ YD	\$7.50	990.00	\$7,425.00	990.00	\$7,425.00	990.00	\$7,425.00
48	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	\$48.00	2,963.00	\$138,298.00	2,850.60	\$131,127.60	2,850.60	\$131,127.60
49	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TON	\$47.00	3,788.00	\$178,038.00	1,528.00	\$71,816.00	3,491.00	\$164,077.00
50	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) - TRAIL	TON	\$70.00	40.00	\$2,800.00		\$0.00	0.00	\$0.00
51	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.00	1,630.00	\$3,260.00	1,215.00	\$2,430.00	1,215.00	\$2,430.00
52	RESIDENTIAL BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$29.00	1,090.00	\$31,610.00	1,428.00	\$41,412.00	1,428.00	\$41,412.00
53	COMMERCIAL BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$24.00	687.00	\$16,488.00	782.00	\$18,768.00	782.00	\$18,768.00
54	ADJUST SANITARY SEWER CLEAN-OUT (NEW CASTING)	EACH	\$225.00	48.00	\$10,800.00	11.00	\$2,475.00	11.00	\$2,475.00
55	ADJUST CURB BOX	EACH	\$150.00	40.00	\$6,000.00	40.00	\$6,000.00	40.00	\$6,000.00
56	ADJUST VALVE BOX	EACH	\$250.00	27.00	\$6,750.00	29.00	\$7,250.00	29.00	\$7,250.00
57	INSULATION	SQ YD	\$46.00	700.00	\$32,200.00	59.20	\$2,723.20	602.60	\$27,733.40
58	CONCRETE WALK, 4"	SQ FT	\$8.25	120.00	\$990.00	64.00	\$528.00	64.00	\$528.00
59	CONCRETE WALK, 6"	SQ FT	\$8.00	700.00	\$5,600.00	75.00	\$600.00	75.00	\$600.00
60	CONCRETE CURB & GUTTER, DESIGN B612	LIN FT	\$17.75	512.00	\$9,088.00		\$0.00	479.00	\$8,502.25
61	24" RIBBON CURB	LIN FT	\$16.50	147.00	\$2,425.50	33.00	\$544.50	134.00	\$2,211.00
62	CONCRETE VALLEY GUTTER	LIN FT	\$47.00	80.00	\$3,760.00		\$0.00	100.00	\$4,700.00
63	6" CONCRETE DRIVEWAY PAVEMENT RESTORATION	SQ YD	\$73.00	65.00	\$4,745.00	42.00	\$3,066.00	42.00	\$3,066.00
64	PEDESTRIAN RAMP W TRUNCATED DOMES	EACH	\$800.00	4.00	\$3,200.00		\$0.00	0.00	\$0.00
65	ADJUST FRAME & RING CASTING (SANITARY)	EACH	\$500.00	28.00	\$14,000.00	28.00	\$13,000.00	26.00	\$13,000.00
66	SIGN PANELS TYPE C	SQ FT	\$25.00	105.00	\$2,625.00	105.00	\$2,625.00	105.00	\$2,625.00
67	INSTALL 911 SIGN	EACH	\$22.00	38.00	\$836.00	38.00	\$836.00	38.00	\$836.00
68	INSTALL SIGN PANEL TYPE C	EACH	\$133.00	68.00	\$9,044.00	61.00	\$8,113.00	61.00	\$8,113.00
69	OBJECT MARKER/DELINEATOR	EACH	\$140.00	1.00	\$140.00		\$0.00	0.00	\$0.00
70	SILT FENCE, TYPE MS	LIN FT	\$2.75	730.00	\$2,007.50		\$0.00	733.00	\$2,015.75
71	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$5.00	1,750.00	\$8,750.00	157.00	\$785.00	2,162.00	\$10,810.00
72	ROCK CONSTRUCTION EXIT	EACH	\$550.00	8.00	\$3,300.00		\$0.00	0.00	\$0.00
73	TOPSOIL BORROW	CU YD	\$31.50	800.00	\$25,200.00	800.00	\$25,200.00	800.00	\$25,200.00
74	TURF ESTABLISHMENT (INCLUDES SEEDING, SEED MIX, FERTILIZER, AND HYDRAULIC MATRIX TYPE FRM)	SQ YD	\$2.75	21,000.00	\$57,750.00	11,200.00	\$30,800.00	11,200.00	\$30,800.00
75	TEMPORARY SEEDING (INCLUDES SEEDING, SEED MIX, AND MULCH)	SQ YD	\$0.40	15,000.00	\$6,000.00		\$0.00	0.00	\$0.00
76	PAVEMENT MESSAGE PAINT - LT ARROW	SQ FT	\$5.00	15.00	\$75.00		\$0.00	0.00	\$0.00
77	PAVEMENT MESSAGE PAINT - RT ARROW	SQ FT	\$5.00	15.00	\$75.00		\$0.00	0.00	\$0.00
78	PAVEMENT MESSAGE WHITE - BIKE SYMBOL - POLY PREFORM (GROUND IN)	SQ FT	\$75.00	35.00	\$2,625.00		\$0.00	0.00	\$0.00
79	8" SOLID WHITE LINE, POLY PREFORM (GROUND IN)	LIN FT	\$8.25	1,000.00	\$8,250.00		\$0.00	0.00	\$0.00
80	8" DOTTED WHITE LINE, POLY PREFORM (GROUND IN)	LIN FT	\$8.25	78.00	\$627.00		\$0.00	0.00	\$0.00
81	4" SOLID WHITE LINE, PAINT	LIN FT	\$0.10	295.00	\$29.50		\$0.00	0.00	\$0.00
82	8" SOLID WHITE LINE, PAINT	LIN FT	\$0.15	14,148.00	\$2,122.20		\$0.00	0.00	\$0.00
83	12" SOLID WHITE LINE, PAINT	LIN FT	\$2.75	143.00	\$393.25		\$0.00	0.00	\$0.00
84	12" SOLID YELLOW LINE, PAINT	LIN FT	\$3.00	63.00	\$189.00		\$0.00	0.00	\$0.00
85	STOP BAR, 24" WHITE PAINT	LIN FT	\$3.30	280.00	\$957.00		\$0.00	0.00	\$0.00
86	4" BROKEN YELLOW LINE, PAINT	LIN FT	\$0.10	860.00	\$86.00		\$0.00	0.00	\$0.00
87	4" DOUBLE SOLID YELLOW LINE, PAINT	LIN FT	\$0.20	3,575.00	\$715.00		\$0.00	0.00	\$0.00

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 3

CONTRACTOR FOR:

2016 FAIRVIEW ROAD IMPROVEMENTS

PROJECT NO. BAXTE 133676

AGREEMENT DATE:

6/7/2016

CITY NO. 4113

OWNER CITY OF BAXTER, MN

FOR WORK ACCOMPLISHED THROUGH:

8/28/2016

CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
88	COMMON EXCAVATION (SUPER AMERICA POND)	CU YD	\$10.00	892.00	\$8,920.00		\$0.00	892.00	\$8,920.00
89	EXCAVATE AND DISPOSE OF CONTAMINATED MATERIAL	CU YD	\$50.00	350.00	\$17,500.00		\$0.00	0.00	\$0.00
90	REMOVE CHAIN LINK FENCE	LIN FT	\$5.00	30.00	\$150.00		\$0.00	0.00	\$0.00
91	REPAIR CHAIN LINK FENCE	LIN FT	\$10.00	100.00	\$1,000.00	70.00	\$700.00	70.00	\$700.00
92	60" CHAIN LINK FENCE	LIN FT	\$14.00	220.00	\$3,080.00	146.00	\$2,044.00	146.00	\$2,044.00
93	60" CHAIN LINK VEHICULAR GATE	EACH	\$825.00	1.00	\$825.00		\$0.00	0.00	\$0.00
94	RANDOM RIPRAP, CLASS III	CU YD	\$65.00	31.00	\$2,015.00		\$0.00	22.00	\$1,430.00
95	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	\$1,350.00	1.00	\$1,350.00		\$0.00	1.00	\$1,350.00
98	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-2024	EACH	\$1,700.00	1.00	\$1,700.00	1.00	\$1,700.00	2.00	\$3,400.00
97	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	EACH	\$3,500.00	2.00	\$7,000.00		\$0.00	2.00	\$7,000.00
98	12" CM PIPE CULVERT	LIN FT	\$27.00	96.00	\$2,592.00		\$0.00	96.00	\$2,592.00
99	15" RCP PIPE SEWER DESIGN 3006, CL V	LIN FT	\$53.00	50.00	\$2,650.00		\$0.00	48.00	\$2,544.00
100	18" RC PIPE SEWER DES 3006, CL V	LIN FT	\$51.00	443.00	\$22,593.00	45.00	\$2,295.00	495.00	\$25,245.00
101	12" CS PIPE APRON	EACH	\$145.00	4.00	\$580.00		\$0.00	4.00	\$580.00
102	15" RCP APRON W/TRASH GUARD	EACH	\$1,100.00	1.00	\$1,100.00		\$0.00	1.00	\$1,100.00
103	18" RCP APRON W/TRASH GUARD	EACH	\$1,450.00	1.00	\$1,450.00	1.00	\$1,450.00	2.00	\$2,900.00
TOTAL ITEMS BID					\$945,625.00		\$485,009.35		\$828,229.80
CHANGE ORDER NO. 1					\$9,799.20		\$9,799.20		\$9,799.20
TOTAL					\$955,424.20		\$494,808.55		\$838,029.00

The undersigned Contractor certifies that all previous payments received from the Owner for work done under this contract have been applied to discharge in full all obligations the Contractor incurred in connection with the work covered by said progress payments. The undersigned Contractor agrees to pay all subcontractors within 10 days of receipt of payment from the municipality for undisputed services provided by the subcontractor. The Contractor agrees to pay interest as described under Minnesota state statute. In accordance with Minnesota Uniform Transaction Act, an electronic signature on this document is binding and afforded the same effect as if the document was signed by hand.

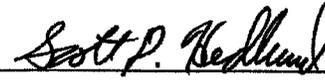
Gross Amount Due \$838,029.00
 Less Retainage (5%) \$41,901.45
 Amount Eligible to Date \$796,127.55
 Less Previous Payments \$326,059.43
Amount Due This Application \$470,068.12

SUBMITTED ANDERSON BROTHERS CONSTRUCTION CO. O
PO BOX 688
BRainerd, MN 56401-0688

BY: 

DATE: 8/30/16

RECOMMENDED SEH
416 S 6TH ST STE 200
BRainerd, MN 56401

BY: 

DATE: 8-30-16

APPROVED CITY OF BAXTER
PO BOX 2626
BAXTER, MN 56425-2626

BY: Kelly Steele, Asst. City Administrator/Clerk

DATE:

APPROVED CITY OF BAXTER
PO BOX 2626
BAXTER, MN 56425-2626

BY: Darrel Olson, Mayor

DATE:

APPROVED CITY OF BAXTER - UTILITIES COMMISSION
PO BOX 2626
BAXTER, MN 56425-2626

BY:

DATE:



Building a Better World
for All of Us®

MEMORANDUM

TO: Honorable Mayor and City Council and Utilities Commission
c/o Trevor Walter
City of Baxter, Minnesota

FROM: Scott Hedlund, PE

DATE: August 22, 2016

RE: 2016 Fairview Road Project
Construction Services Fee Increase Request
SEH No. BAXTE 133676 14

The estimated construction observation hours have overrun (and are projected to overrun further prior to project completion in 2016), primarily due to private utility relocation work and the intensity of coverage needed to cover longer contractor work hours, both being higher than anticipated. Thus we are requesting a fee increase of \$20,272 to cover the increased construction observation costs.

Construction observation for private utilities started prior to and independently of the Anderson Brothers Construction (ABC) start date. Construction observation of ABC contract work was estimated at 40 hours per week for 11 weeks, but the projected average weekly necessary coverage is 50 hours per week.

A summary of projected final project costs is below (includes the proposed fee amendment):

Construction:	\$965,000
Contingency:	\$20,000
Engineering (including Aug 2016 Fee Amendment),	
<u>Admin, Legal, Miscellaneous, Land Purchases:</u>	<u>\$316,675</u>
Total:	\$1,301,675

The total project cost estimated for final assessments was \$1,304,373.

Thank you for your consideration.

sh/mrb

Attachment

c: Kelly Steele, City of Baxter
Jeremy Vacinek, City of Baxter

p:\a\el\baxte\133676\1-gen\110-setup-cont\03-proposal\aug 2016 rpr fee amend\m city construction services fee amendment - 082216.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 416 South 6th Street, Suite 200, Brainerd, MN 56401-3540
SEH is 100% employee-owned | sehinc.com | 218.855.1700 | 866.852.8880 | 888.908.8166 fax

Agreement for Professional Services

This Agreement is effective as of August 22, 2016, between City of Baxter, Minnesota (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2016 Fairview Road Improvements – Construction Services Fee Amendment.

Client's Authorized Representative: Trevor Walter, Public Works Director/City Engineer
Address: 13190 Memorywood Drive
Baxter, MN 56425
Telephone: 218.454.5110 **email:** twalter@baxtermn.gov

Project Manager: Scott Hedlund
Address: 416 S. 6th St, Suite 200
Brainerd, MN 56401
Telephone: 218.855.1705 **email:** shedlund@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement, and scope of services outlined in attached **Exhibit A**, Work Plan Summary and Fee Estimate.

Construction Phase Services

During the construction phase, SEH professionals shall:

1. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine in general, if such work is proceeding in accordance with the Contract Documents. The Owner has not retained SEH to make exhaustive or continuous on-site inspections to check the quality or quantity of such work.

SEH shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s), or the safety precautions and programs incidental to the work of the Contractor(s). SEH efforts will be directed toward providing a greater degree of confidence for the Owner that the completed work of the Contractor will conform to the Contract Documents, but SEH shall not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

During such visits and on the basis of on-site observations, SEH will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractors. This obligation does not include anything related to safety. It is agreed that safety matters are Contractor's responsibility.

2. Review samples, schedules, shop drawings, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incidental thereto. SEH shall receive and review (for general content as required by the specification), maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents.
3. Consult with and advise the Owner, act as the Owner's representative at the Project site, issue all instructions of the Owner to the Contractor, and prepare routine change orders as required.

4. Review the Contractor's Application for Payment, determine the amount owing the Contractor, and make recommendations to the Owner regarding the payment thereof.
SEH's recommendations constitute a representation to the Owner that, to the best of SEH's knowledge, information, and belief, the work has progressed to the point indicated on said application, and the quality of work is in accordance with the Contract Documents, subject to the results of any subsequent test called for by the Contract Documents, and any qualifications stated in their recommendations.
SEH's responsibilities under this paragraph are subject to the limitations set out in paragraph 1.
5. Conduct a site visit to determine if the project is substantially complete. Such site visits may include representatives from the Owner. If the Contractor has fulfilled all of his obligations, SEH may give written notice to the Owner that the work is acceptable for final payment.
6. Provide construction surveys and staking to enable the Contractor to perform its work.
7. Providing assistance in the start-up, testing, adjusting and balancing during operation of pumping equipment or systems, and reviewing Contractor-prepared operating and maintenance manuals.
8. Provide Resident Project Representation (RPR) services as described in Exhibit B.
9. Furnish the Owner a set of reproducible record prints of drawings and addendum drawings showing those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor to SEH.

Additional Services

1. If authorized by the Owner, SEH shall furnish additional services:
 - (a) Preparation of applications and supporting documents for government grants, loans, or advances.
 - (b) Preparation or review of environmental assessment worksheets and environmental assessment impact statements.
 - (c) Review and evaluation of any statements or documents prepared by others and their effect on the requirements of the project.
 - (d) Additional services due to significant changes in the general scope of the Project or its design including but not limited to, changes in size, complexity of character or type of construction.
 - (e) Preparing Change Orders or other services and supporting data or providing other services in connection with changed project conditions which are inconsistent with the original design intent including, but not limited to, changes in project size, complexity, Owner's schedule, character of construction or method of financing.
 - (f) Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.
 - (g) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and providing other special field surveys.
 - (h) Providing services in support of Owner's pursuit, collection, and or defense of liquidated damages.
 - (i) Providing services after issuance to the Owner of the final Certificate for Payment.
 - (j) Providing services of professional consultants for other than the normal services stated in the Agreement.
 - (k) Serving as an expert witness for the Owner in any litigation or other proceedings.
 - (l) Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by the Agreement.
 - (m) Additional services not otherwise provided for in this Agreement.
2. Required Additional Services: SEH shall perform or furnish (without requesting or receiving specific advance authorization from Owner) the types listed below. SEH shall advise Owner in writing promptly after starting any such Additional Services.
 - (a) Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner, so as to make the compensation commensurate with the extent of the Additional Services rendered.
 - (b) Services in making revisions to Drawings and Specifications required by reviewing authorities or occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and

services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

- (c) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- (d) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- (e) Services in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
- (f) Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

RPR services will be provided in accordance with attached **Exhibit B**.

Schedule: We will start our services promptly after receipt of authorization. We estimate our services will be completed after 3 months. If there are delays in the Project beyond our control, you agree to grant additional time to complete the services.

Payment: The estimated fee increase is subject to a not-to-exceed amount of \$20,272.00 including expenses and equipment.

The previously approved fee is hourly estimated to be \$234,191.00. Including the above \$20,272.00 fee increase, the total fee is hourly estimated to be \$254,463.00, including expenses and equipment. The estimated total fee is subject to a not-to-exceed amount of **\$254,463.00** including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

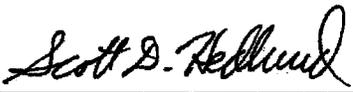
This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

City of Baxter, Minnesota

By: 
 Title: Scott Hedlund
Senior Project Manager

By: _____
 Title: _____

2016 FAIRVIEW ROAD IMPROVEMENTS

Professional Services - Construction Phase Fee Amendment

Work Plan Summary and Fee Estimate

City of Baxter, Minnesota

August 22, 2016



WORK TASKS	Sr. Prof. Eng/ Sr. Project Manager	Principal/ Sr. Specialist	Professional Engineer/ Specialist	Staff Engineer	Sr. Water Resources Eng./ Scientist	Lead Technician/ Specialist	Sr. Technician / Surveyor Crew Chief	Technician / Survey Assistant	Admin. Tech	SEH TOTAL HOURS
2.0 Construction Administration	5	0	0	25	0	25	0	0	1	56
3.0 Construction Observation	0	0	0	150	0	0	0	0	0	150
Total Project Hours	5	0	0	175	0	25	0	0	1	206
Average Rates	\$145.00	\$170.00	\$124.00	\$95.00	\$124.00	\$107.00	\$93.00	\$83.00	\$63.00	

Total Labor Cost	\$20,088.00
Reimbursables	\$184.00
Total SEH Fee	\$20,272.00

Subconsultants	
Construction Materials Sampling & Testing (Braun)	\$0.00
Subconsultant Subtotal	\$0.00

Total Project Cost	\$20,272.00
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2016 Fairview Road Improvements Professional Services - Construction Phase Fee Amendment Work Plan											
Client: CITY OF BAXTER, MINNESOTA											
Work Tasks	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist	Staff Engineer	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew Chief	Tech / Survey Assist.	Admin. Tech.	August 22, 2016	
Work Task Descriptions											TOTAL
2.0 Construction Administration											
2.1 Private Utility Company Coordination	5			25		25			1		56
Task 2.0 Subtotal Hours:	5	0	0	25	0	25	0	0	1	0	56
<i>Deliverables - Construction Documentation.</i>											
3.0 Construction Observation											
3.1 Construction Observation (estimated hours beyond original estimated 440 hours)				150							150
Task 3.0 Subtotal Hours:	0	0	0	150	0	0	0	0	0	0	150
<i>Deliverables - Construction Documentation</i>											

**2016 Fairview Road Improvements
CONSTRUCTION SERVICES FEE AMENDMENT
ESTIMATED REIMBURSABLE DIRECT COSTS
City of Baxter, Minnesota**

SEH, INC.

ESTIMATED MILEAGE COSTS:	NUMBER OF TRIPS	MILES/ TRIP	TOTAL MILES	
Trips				
SEH Brainerd Based Staff	22	10	220	
SEH Twin Cities Based Staff	0	270	0	
Subtotals:			220	
	\$0.540 per mile			\$119
TRAVEL COSTS:				
	Number	Cost	Total Cost	
Hotel	0	\$0.000	\$0	
Meals	0	\$10.000	\$0	
Total			\$0	\$0
MISCELLANEOUS				
Miscellaneous Printing:			\$0	
Mailing/Postage Costs			\$0	\$0
EQUIPMENT EXPENSES				
	Number of Hours (Days)	Cost/Hr(Day)	Total Cost	
Survey Equipment (hours)	0	\$25	\$0	\$0
Survey Truck (hours)	0	\$4.5	\$0	\$0
RPR Vehicle (days)	5	\$13	\$65	\$65
TOTAL ESTIMATED REIMBURSABLE EXPENSES:				\$184

Exhibit B
to Agreement for Professional Services
Between City of Baxter, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 22, 2016

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of Contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to Contractor's Work including but not limited to the agreement between Client and Contractor, the Contractor's bid, the bonds, specs, Drawings*, Field Orders*, Addenda*, clarifications, interpretations, approved Shop Drawings* and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

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

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of Shop Drawings and Samples.
 - (b) Receive Samples furnished at the site by Contractor, and notify Consultant of availability of Samples.
 - (c) Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by Contractor and transmit to Contractor clarifications and interpretations as issued by Consultant.
 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications* and report with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directive*, Addenda, Change Orders*, Field Orders, additional Drawings* issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directive Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed Change Orders and Work Change Directive, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Change Directive, and Field Orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 12. Completion:
 - (a) Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

*All instances in this Exhibit of this capitalized term are as defined in the EJCDC form C-700, copyrighted in 2013.

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Exhibit A-1
to Agreement for Professional Services
Between City of Baxter, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 22, 2016

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



TO: Trevor Walter, PE
City of Baxter

FROM: Scott Hedlund, PE

DATE: August 31, 2016

RE: 2018 Cypress Drive Improvements Project - College Road to Excelsior Road
Project Status Update and Updated Preliminary Project Delivery Schedule
Baxter, Minnesota
SEH No. P-BAXTE 135412 14

In order to keep the project on schedule for construction in 2018, design, environmental, and railroad agreement work needs to resume immediately on this project. The City has \$677,509 in secured Federal Funds programmed for 2018. If the project is not constructed in 2018, \$195,185 of the total will be lost and the other \$482,324 may be lost, per recent discussions with MNDOT. At the September 2016 Utilities Commission and City Council meetings, SEH will be requesting approval to proceed with this work. The attached preliminary project delivery schedule outlines the various work tasks necessary to deliver the project. The tasks are time sensitive, time specific, and have sequencing interdependencies.

Over the last couple of years, design has been put on hold while SEH and the City negotiated with BNSF, with assistance from the MNDOT Railroad office, to obtain consent to create a new highway/railroad at grade crossing at Cypress Drive. Letters in 2015 between the City and BNSF document consensus was reached. Then in December 2015 the City submitted an updated final application to the MNDOT Rail Office requesting a formal MNDOT Order for the new crossing. The expectation was the Order would get issued by early 2016.

Unfortunately, current MNDOT legal officials are unwilling to process the Order until there is an executed written agreement between the City and BNSF, such as a formal BNSF Construction and Maintenance Agreement (CMA). SEH prepared a draft City/BNSF agreement that City staff had an attorney review and finalize, and then sent to BNSF in April 2016 for their consideration and approval. Unfortunately, there has been no valuable movement on BNSF's part to process the City prepared agreement.

In the attached 8/30/16 email, BNSF advised they prefer to move into the process of executing a formal BNSF Construction and Maintenance Agreement (CMA). The CMA process requires detailed design and right of way information for the Cypress Drive corridor across BNSF property including construction requirements, cost splits, and environmental considerations. Finalizing the preliminary design and completing Environmental Site Assessments are necessary to execute the CMA, as well as for completing Federal Funding environmental review so right of way acquisition can commence - hence the urgency to resume work immediately.

sh

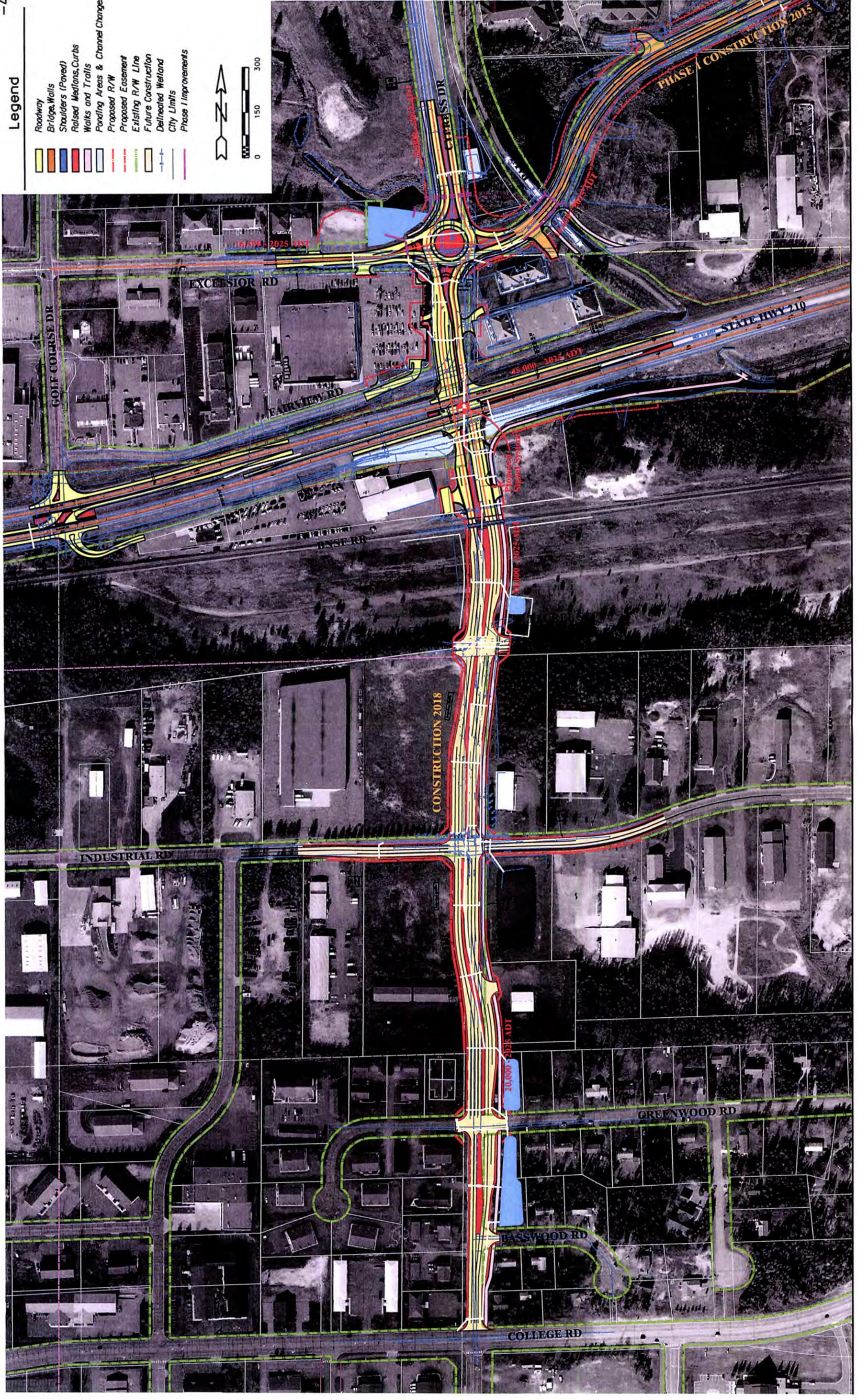
Attachments – overall layout exhibit, preliminary overall sequencing and scheduling project delivery plan, BNSF 8/29/16 email

c: Al Sunderman, Dave McKenzie, Mike Kotila – SEH

p:\ae\b\baxter\135412\1-gen\10-setup-conf\03-proposal\draft memo -cypress drive preliminary timeline revised08292016.docx

Legend

- Roadway
- Bridge/Walls
- Shoulders (Paved)
- Raised Medians, Curbs
- Walks and Trails
- Ponding Areas & Channel Changes
- Proposed R/W
- Proposed Easement
- Existing R/W Line
- Future Construction
- Delimited Wetland
- City Limits
- Phase I Improvements



2018 CYPRESS DRIVE IMPROVEMENTS
 COLLEGE ROAD TO EXCELSIOR ROAD
 CITY OF BAXTER, MINNESOTA
 12-09-15

DRAFT



2018 Cypress Drive Improvements, Baxter - Preliminary Project Delivery Schedule 8/31/16

ID	Task Name	Duration	Start	Finish	Predecessors	Aug 2016	Qtr 4, 2016	Qtr 1, 2017	Qtr 2, 2017	Qtr 3, 2017	Qtr 4, 2017	Qtr 1, 2018	Qtr 2, 2018	Qtr 3, 2018	Qtr 4, 2018	Qtr 1, 2019	Qtr 2, 2019	Qtr 3, 2019	Qtr 4, 2019	
1	City Notice To Proceed	0 days	Mon 9/26/16	Mon 9/26/16																
2	Project Management	710 days	Mon 9/26/16	Fri 6/14/19																
3	Preliminary Design PM	100 days	Mon 9/26/16	Fri 2/10/17																
4	Final Design, ROW PM	290 days	Mon 1/23/17	Fri 2/9/18																
5	Bidding PM	46 days	Tue 1/23/18	Tue 3/6/18																
6	Construction PM	333 days	Wed 3/7/18	Fri 6/14/19																
7	Preliminary Design	96 days	Mon 9/26/16	Tue 2/7/17																
8	Update preliminary geometrics, traffic, drainage, row needs, costs	90 days	Mon 9/26/16	Fri 1/27/17																
9	UC Layout Review	0 days	Wed 1/4/17	Wed 1/4/17																
10	CC Layout Review	0 days	Tue 1/17/17	Tue 1/17/17																
11	UC 30% Plan Review	0 days	Wed 2/1/17	Wed 2/1/17																
12	CC 30% Plan Review	0 days	Tue 2/7/17	Tue 2/7/17																
13	Environmental	255 days	Mon 9/26/16	Fri 9/15/17																
14	Phase 1 ESA	70 days	Mon 9/26/16	Fri 12/30/16																
15	Negotiate Right(s) of Entry for Phase 2	50 days	Mon 1/23/17	Fri 3/10/17																
16	Phase 2 ESA	58 days	Mon 3/13/17	Wed 5/31/17																
17	Prepare No Association Request Letters	10 days	Thu 6/1/17	Wed 6/14/17																
18	Submit No Association Request To MPCA	1 day	Thu 6/15/17	Thu 6/15/17																
19	MPCA Review No Association Request	33 days	Fri 6/16/17	Tue 8/1/17																
20	Letters of No Association Secured from MPCA	0 days	Tue 8/1/17	Tue 8/1/17																
21	Prepare Response Action Plan (RAP)	77 days	Thu 6/1/17	Fri 9/15/17																
22	Railroad Agreements	259 days	Tue 10/18/16	Fri 10/13/17																
23	Appraisal for BNSF Parcels	70 days	Tue 10/18/16	Mon 1/23/17																
24	Construction and Maintenance Agreement	200 days	Mon 11/14/16	Fri 8/18/17																
25	Easement Agreement	200 days	Mon 11/14/16	Fri 8/18/17																
26	BNSF Property Secured	0 days	Fri 8/18/17	Fri 8/18/17																
27	MNDOT Order	40 days	Mon 8/21/17	Fri 10/13/17																
28	MNDOT Order for New Crossing Secured	0 days	Fri 10/13/17	Fri 10/13/17																
29	Right of Way Acquisition (Non-BNSF Parcels)	202 days	Mon 3/27/17	Tue 1/2/18																
30	ROW Plat	35 days	Mon 3/27/17	Fri 5/12/17																
31	Appraisals for Non-BNSF Parcels	50 days	Mon 5/15/17	Fri 7/21/17																
32	CC Approves Offer Letters	0 days	Tue 8/1/17	Tue 8/1/17																
33	60-Day Negotiation	45 days	Tue 8/1/17	Mon 10/2/17																
34	CC Decision to Start Condemnation	0 days	Tue 10/3/17	Tue 10/3/17																
35	90-Day Quick Take	66 days	Tue 10/3/17	Tue 1/2/18																
36	ROW secured/ MNDOT ROW Certificate	0 days	Tue 1/2/18	Tue 1/2/18																
37	Project Memorandum	142 days	Mon 11/14/16	Tue 5/30/17																
38	Noise Analysis - Existing Conditions File	5 days	Mon 11/14/16	Fri 11/18/16																
39	Prepare Project Memorandum	55 days	Mon 1/23/17	Fri 4/7/17																
40	MNDOT PM Review	37 days	Mon 4/10/17	Tue 5/30/17																
41	MNDOT PM Approval	0 days	Tue 5/30/17	Tue 5/30/17																
42	Feasibility Report & Improvement Hearing	78 days	Mon 1/23/17	Thu 5/11/17																
43	Prepare Feasibility Report	45 days	Mon 1/23/17	Fri 3/24/17																
44	UC Feasibility Report Approval	0 days	Wed 4/5/17	Wed 4/5/17																
45	CC Feasibility Report Approval	0 days	Tue 4/18/17	Tue 4/18/17																
46	Improvement Hearing	0 days	Thu 5/11/17	Thu 5/11/17																
47	Final Design	225 days	Tue 2/7/17	Tue 12/19/17																
48	Prepare Construction Documents	140 days	Tue 2/7/17	Mon 8/21/17																
49	MNDOT Plan Review	25 days	Fri 6/30/17	Thu 8/3/17																
50	UC 95% Plan Review	0 days	Wed 8/2/17	Wed 8/2/17																
51	CC 95% Plan Review	0 days	Tue 8/15/17	Tue 8/15/17																
52	UC 100% Plan Approval	0 days	Wed 12/6/17	Wed 12/6/17																
53	CC 100% Plan Approval	0 days	Tue 12/19/17	Tue 12/19/17																
54																				

Project: Cypress Project Delivery Schd
 Date: Wed 8/31/16

Task Split

Progress Milestone

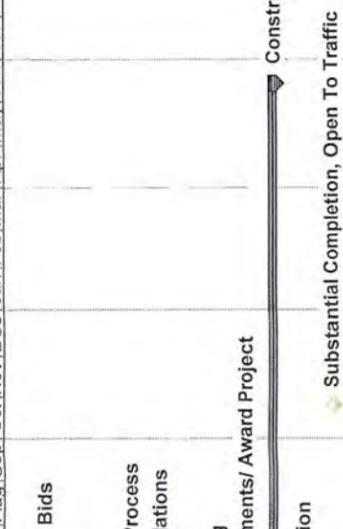
Summary Project Summary

External Tasks External Milestone

Deadline

2018 Cypress Drive Improvements, Baxter - Preliminary Project Delivery Schedule 8/31/16

ID	Task Name	Duration	Start	Finish	Predecessors	2016 Aug Sep Oct Nov Dec	2017 Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec	2018 Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec	2019 Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
55	Bidding	21 days	Tue 1/2/18	Tue 1/30/18					
56	CC Approval to Advertise for Bids	0 days	Tue 1/2/18	Tue 1/2/18					
57	Advertising for Bids	18 days	Fri 1/5/18	Tue 1/30/18					
58	Bid Opening	0 days	Tue 1/30/18	Tue 1/30/18					
59	Final Assessment Process	30 days	Tue 1/23/18	Tue 3/6/18					
60	Final Assessment Calculations	10 days	Tue 1/23/18	Mon 2/5/18					
61	CC Sets Hearing Date	0 days	Tue 2/6/18	Tue 2/6/18					
62	Assessment Hearing	0 days	Thu 3/1/18	Thu 3/1/18					
63	CC Adopts Assessments/ Award Projec	0 days	Tue 3/6/18	Tue 3/6/18					
64	Construction	314 days	Mon 4/2/18	Fri 6/14/19					
65	Start Construction	0 days	Mon 4/2/18	Mon 4/2/18					
66	Substantial Completion, Open To Traffic	0 days	Fri 10/26/18	Fri 10/26/18					
67	Final Completion, Closeout	0 days	Fri 6/14/19	Fri 6/14/19					



Project: Cypress Project Delivery Sche
 Date: Wed 8/31/16

Task Split

Progress Milestone

Summary Project Summary

External Tasks External Milestone

Deadline

Page 2

Fw: RE: New crossing in Baxter MN
Dave McKenzie
to:
Scott Hedlund
08/30/2016 06:20 AM
Hide Details
From: Dave McKenzie/seh
To: Scott Hedlund/seh@SEH
History: This message has been replied to.
Scott,

The following is my latest response from the BNSF. I think that we are headed that direction.
Dave McKenzie, PE | Project Manager
SEH | 3535 Vadnais Center Drive | St Paul, MN 55110
651.490.2042 direct | 612.910.9571cell |888.908.8166 fax
www.sehinc.com
SEH--Building a Better World for All of Us™

-----Forwarded by Dave McKenzie/seh on 08/30/2016 06:19AM -----

To: Dave McKenzie <dmckenzie@sehinc.com>
From: "Swanson, Kristopher" <Kristopher.Swanson@BNSF.com>
Date: 08/29/2016 03:53PM
Subject: RE: New crossing in Baxter MN

Mr. McKenzie,

I have talked to the State and confirmed that they are referring to a C&M Agreement. Provided the concerns you mentioned in an earlier conversation, we can execute one in 2017 or the City can request a change in the language to allow more than 12 months to begin construction.

Kristopher Swanson

BNSF Railway Co.

Mngr. Public Projects: MN, ND & SD

80 44TH Ave NE

Minneapolis, MN 55421

O: 763-782-3492

From: Dave McKenzie [<mailto:dmckenzie@sehinc.com>]
Sent: Monday, August 29, 2016 7:30 AM
To: Swanson, Kristopher <Kristopher.Swanson@BNSF.com>
Subject: New crossing in Baxter MN

EXTERNAL EMAIL

Kris,

Have you had any more internal conversations on the agreement for the new crossing at Cypress Drive?

Dave McKenzie, PE | Project Manager
SEH | 3535 Vadnais Center Drive | St Paul, MN 55110
651.490.2042 direct | 612.910.9571 cell | 888.908.8166 fax
www.sehinc.com
SEH--Building a Better World for All of Us™

Agreement for Professional Services

This Agreement is effective as of August 31, 2016, between City of Baxter, Minnesota (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Cypress Drive – Preliminary Design, Railroad Agreements Support, and Phase 1 Environmental Site Assessment.

Client's Authorized Representative: Trevor Walter

Address: 13190 Memorywood Drive
Baxter, MN 56425-2626

Telephone: 218.454.5110 email: twalter@baxtermn.gov

Project Manager: Scott Hedlund

Address: 416 South 6th St, Suite 200
Brainerd, MN 56401

Telephone: 218.855.1705 email: shedlund@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The scope of services is attached as Exhibit A.

Assumptions: Scope based on preliminary layout drawings submitted with the Highway/Railroad At Grade Crossing Application to MNDOT dated December 9, 2015 for improvements to Cypress Drive between Excelsior Road and College Road and the intersection of TH 210 and Golf Course Drive.

- Schedule: Notice to Proceed: September 20, 2016
- Phase 1 Environmental Site Assessment: December 30, 2016
- Finalize Preliminary Design: September 2016 – February 2017
- Remaining Environmental: January – December 2017
- Project Memorandum: January - May 2017
- Feasibility Report: January – April 2017
- Improvement Hearing: May 2017
- Final Design: February – December 2017
- Right of Way Acquisition/Appraisals/BNSF Negotiations: October 2016 – January 2018
- Bidding: January- February 2018
- Assessment Hearing: March 1, 2018
- Construction: April – October, 2018.

The schedule could be altered by forces beyond SEH's control such as Agency document request turnaround times, review turnaround times, approval conditions; BNSF internal process timing, permit turnaround, negotiations; right of way acquisition; City meetings and approvals timing.

Payment: The fee is hourly estimated to be \$237,407.00 including expenses and equipment. The estimated fee is subject to a not-to-exceed amount of \$237,407.00 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

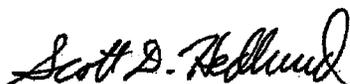
This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

City of Baxter, Minnesota

By: 
Scott Hedlund
Title: Senior Project Manager

By: _____
Title: _____

2018 CYPRESS DRIVE IMPROVEMENTS

Professional Services - Preliminary Design, Railroad Agreements, Phase 1 ESA

Work Plan Summary and Fee Estimate

City of Baxter, Minnesota

August 31, 2016



WORK TASKS	Sr. Prof. Eng./Sr. Project Manager	Principal/Sr. Specialist	Professional Engineer/Specialist/RLS	Staff Engineer/Scientist	Sr. Water Resources Eng./Scientist	Lead Technician/Specialist	Sr. Technician / Surveyor Crew Chief	Technician / Survey Assistant	Admin. Tech	SEH TOTAL HOURS
1.0 Project Management	96	0	4	0	0	0	0	10	15	125
2.0 Finalize Preliminary Design	223	130	8	388	78	36	543	28	22	1456
3.0 Railroad Agreements Support	50	64	7	0	4	0	28	5	4	162
4.0 Phase 1 Environmental Site Assessment (ESA)	4	12	4	80	2	0	16	24	4	146
Total Project Hours	373	206	23	468	84	36	587	67	45	1889
Average Rates	\$150.00	\$180.00	\$124.00	\$85.00	\$130.00	\$109.00	\$95.00	\$83.00	\$63.00	

Total Labor Cost	\$214,667.00
Reimbursables	\$10,540.00
Total SEH Fee	\$225,207.00

Subconsultants	
Appraisal (BNSF parcels only)	\$10,000.00
Historical Information Gatherers (Phase 1 ESA)	\$2,200.00
Subconsultant Subtotal	\$12,200.00

Total Project Cost	\$237,407.00
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2018 CYPRESS DRIVE IMPROVEMENTS												
Professional Services - Preliminary Design, Railroad Agreements, Phase 1 ESA												
Work Plan												
Client: CITY OF BAXTER, MINNESOTA											August 31, 2016	
Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew Chief	Tech / Survey Assist.	Admin. Tech.	TOTAL	
1.0	Project Management											
1.1	Perform general day-to-day project management and administration. Includes project accounting, invoicing and record keeping	40							10	15	65	
1.2	Ongoing coordination, communication and scheduling - internal and external	20									20	
1.3	Develop and maintain a Project Management Plan for the project. Develop Quality Assurance Process and Perform Quality Control functions throughout the project to check and verify the services and products delivered.	15									15	
1.4	Establish and maintain project information web page accessible on City website	6		4							10	
1.5	Monthly written project status reports to City, newsletters	10									10	
1.6	Attend City Council and or Utilities Commission meetings (up to four (4) meetings)	5									5	
	Task 1.0 Subtotal Hours:	96	0	4	0	0	0	0	10	15	125	
	<i>Deliverables - Project schedule, monthly progress reports and invoices, and copies of all pertinent Project correspondence.</i>											
2.0	Finalize Preliminary Design											
2.1	Topographic Field Survey (verify control, Gopher State One Call update, addl topo, misc)							101			101	
2.2	Perform Property Ownership Research & Property Pin Field Search (up to 36 parcels)	1						16		1	18	
2.3	Prepare Preliminary Right of Way/ Easement Map	2			16			64		2	84	
2.4	Prepare Traffic Operations Tech Memo including updated traffic forecasts to confirm the design and intersection control evaluation (ICE) report for Cypress Drive/ College Road intersection	120	16					25		4	165	
2.5	Prepare Geotechnical Tech Memo - Review adequacy of past geotechnical evaluation reports, update trench excavation and backfill, road subgrade, and pavement design recommendations, memo (procurement of contract with geotechnical firm subconsultant if deemed necessary would be brought back as a fee amendment)	8						6		1	15	
2.6	Prepare Wetland Determination Tech Memo - Site visit to review wetland limits (no additional/new impacts anticipated)	2					8	4		2	16	
2.7	Prepare Drainage Design Tech Memo including updated drainage design and regulations	8	4		200	64				1	277	
2.8	Update preliminary geometric design: roll drawings showing topo, alignments, profiles, typical sections, cross sections, drainage - review with Utilities Commission and City Council (2 meetings)	10	80		120		16	230	20	2	478	

2018 CYPRESS DRIVE IMPROVEMENTS											
Professional Services - Preliminary Design, Railroad Agreements, Phase 1 ESA											
Work Plan											
Client: CITY OF BAXTER, MINNESOTA										August 31, 2016	
Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew Chief	Tech / Survey Assist.	Admin. Tech.	TOTAL
2.0	Finalize Preliminary Design (continued)										
2.9	o 30% Submittal: Develop preliminary plan set (based on preferred option from Subtask 2.9 above) including topo, alignments, profiles, preliminary drainage, intersection traffic control, railroad crossing control, typical sections, cross sections, and R/W requirements. Submit 5 sets of 11x17 plans for City, MNDOT, and BNSF review. Address comments.	4	10		24	10		32		2	82
2.10	Preliminary Private Utility Design Meeting	8						10		2	20
2.11	Update Preliminary Engineer's Opinion of Probable Cost with all necessary cost splits	8	8	8	20	4	4	25	8	1	86
2.12	Coordination meetings with City, MNDOT, BNSF: up to four (4) meetings	40	8					10		2	60
2.13	QA/QC	12	4		8		8	20		2	54
	Task 2.0 Subtotal Hours:	223	130	8	388	78	36	543	28	22	1456
	<i>Deliverables - Preliminary ROW Map; Tech Memos on Traffic Operations, Geotechnical/Pavement Design, Drainage Design, Wetlands; Layout Roll Drawings (up to 2 printed copies, 1 electronic PDF copy); 30% Plans (up to 5 printed copies, 1 electronic PDF copy); Engineer's Opinion of Probable Cost</i>										
3.0	Railroad Agreements Support										
3.1	BNSF Site Access Permit Support (For City Environmental Assessment)	10	10	4							24
3.2	Appraisal Coordination with Appraiser, BNSF, City (re BNSF parcels only)	4	4							1	9
3.3	Legal Descriptions and Exhibits (BNSF parcels only)			3				12		1	16
3.4	Appraisal Report (for BNSF parcels only)	Task completed by Subconsultant									
3.5	BNSF Construction and Maintenance Agreement Support	8	15					4	2	1	30
	BNSF Easement Agreement Support	8	10			4		4	3	1	30
3.6	MNDOT Order (Establishing New Crossing) Support	10	10					8			28
3.7	City/BNSF agreement/negotiations support for BNSF not protesting City's new crossing application with MNDOT (includes some time incurred prior to August 2016)	10	15								25
	Task 3.0 Subtotal Hours:	50	64	7	0	4	0	28	5	4	162
	<i>Deliverables - Easement Legal Description and Exhibits, Appraisal Report (for BNSF parcels only)</i>										

2018 CYPRESS DRIVE IMPROVEMENTS											
Professional Services - Preliminary Design, Railroad Agreements, Phase 1 ESA											
Work Plan											
Client: CITY OF BAXTER, MINNESOTA										August 31, 2016	
Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew Chief	Tech / Survey Assist.	Admin. Tech.	TOTAL
4.0	Phase 1 Environmental Site Assessment (ESA)										
4.1	Phase 1 Environmental Site Assessment - entire project (MNDOT Format)	4	12	4	80	2		16	24	4	146
	o Site Reconnaissance										
	o Records Review										
	o Map Review										
	o Historical Property Use Research										
	o Interviews										
	o Evaluation and Report Preparation										
	Task 4.0 Subtotal Hours:	4	12	4	80	2	0	16	24	4	146
	<i>Deliverables - One electronic copy of the draft document will be submitted for the City's review. One electronic copy and one printed copy with a CD of the non-printed appendices will be provided of the final report.</i>										
	TOTAL PROJECT HOURS	373	206	23	468	84	36	587	67	45	1889
5.0	Additional/ Future Services										
	Final Design	To be determined									
	Project Memorandum (PM ==> MNDOT/FHWA environmental review document)	To be determined									
	Environmental Assessment (EA ==> MNDOT/FHWA environmental review document)	To be determined									
	Phase 2 Environmental Site Assessments (ESA)	To be determined									
	Environmental Response Action Plan (RAP)	To be determined									
	Chapter 429 Assessment Process (Feasibility Report, Hearings, Assessment Calcs)	To be determined									
	Right of Way Acquisition (non-BNSF parcels)	To be determined									
	Right of Way Plat	To be determined									
	Permits	To be determined									
	Bidding and Construction	To be determined									
	Additional Meetings	Hourly plus Reimbursable Expenses									
	Expert witness/ legal testimony	Hourly plus Reimbursable Expenses									

2018 CYPRESS DRIVE IMPROVEMENTS
PRELIMINARY DESIGN, RAILROAD AGREEMENTS, PHASE 1 ESA SERVICES
ESTIMATED REIMBURSABLE DIRECT COSTS
City of Baxter, Minnesota

SEH, INC.

TRAVEL EXPENSES	NUMBER OF TRIPS	MILES/ TRIP	TOTAL MILES	
Local Trips				
SEH Brainerd Based Staff	5	20	100	
SEH St Cloud Based Staff	0	130	0	
SEH Twin Cities Based Staff	8	270	2160	
Project Site Visits/Field Trips	15	25	375	
Subtotals:			2635	
ESTIMATED MILEAGE COSTS:	\$0.540 per mile		\$1,423	
	Number	Cost	Total Cost	
Hotel	0	\$0.000	\$0	
Meals	0	\$10.000	\$0	
Total			\$0	
ESTIMATED TRAVEL COSTS:				\$1,423
EXHIBITS:				\$500
Miscellaneous Printing:				\$500
Mailing/Postage Costs				\$150
ROW				
Title Company Owner and Encumbrance Reports (\$125 per parcel)				\$5,400
EQUIPMENT EXPENSES	Number of Hou	Cost/Hr	Total Cost	
Survey Equipment	87	\$25	\$2,175	\$2,175
Survey Truck	87	\$4.5	\$392	\$392
TOTAL ESTIMATED REIMBURSABLE EXPENSES:				\$10,540.00

Exhibit A-1
to Agreement for Professional Services
Between City of Baxter, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 31, 2016

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

7656 Design Road, Suite 200 • Baxter, MN 56425-8676

Phone (218) 825-0684 • Fax (218) 825-0685

www.bolton-menk.com

2016 Chip Seal Project

Date: August 30, 2016
To: Baxter Utilities Commission
From: Mike Rardin, PE *MR*
Cc: Trevor Walter, PE – City Engineer/Public Works Director
Subject: Project Update
 2016 Chip Seal Project

Work Completed - Fifth Update

Street and trail sealcoat work has been completed as follows:

Item	Start Date	Completion Date
Initial completion date provided for in the contract	7/5/16 (10 day window)	8/15/16
Startup meeting	8/8/16	8/8/16
Sealcoating	8/8/16	8/9/16
Sweeping	8/9/16	8/17/16
Fog seal	8/10/16	8/17/16
Interim pavement markings	na	na
Final completion date provided for in the contract		8/26/16
Permanent pavement markings	8/22/16	8/23/16
Final cleanup / punch list items	8/16/16	8/26/16

As can be seen above, the contractor completed the initial contract items (seal coat, fog seal, and interim pavement markings) within the 10 day window allowed for on August 17th two days after the contract completion date of August 15, 2016. In fairness to the contractor, the fog seal work could have been completed on Thursday, August 11th but for rain every work day from the 10th to the 17th.

Rain occurred daily beginning Wednesday, August 10th, thru Tuesday, August 16th limiting fog seal construction every day. On the 10th, intense rain caused road runoff to stain several concrete paved driveways. It does not appear the chip seals or fog seals were damaged by any of these rains.

An initial punch list was developed and provided to the contractor on August 19th. The contractor informed BMI on August 26th that all punch list items had been addressed. A final review of the completed work is currently underway.



A partial estimate for work completed thru Monday, August 15th, was processed by Crow Wing County on August 16, 2016. Final contract quantities and costs are currently being compiled and reviewed.

Project Schedule and Completion

The following schedule and completion requirements were incorporated into this project:

1. All seal coat, fog, and interim pavement marking work required under this Contract is to be completed no later than August 15, 2016 and within ten (10) working days from project initiation.
2. All construction operations are to be completed no later than August 26, 2016.

Engineering Costs

The City contracted with BMI for design services for this project in early March. Because the City was uncertain over Franchise Fee creation and street maintenance funding during late February and early March, construction services were not contracted for by the City. Design services were completed by BMI with the submittal of project plans and specifications to the County on March 7, 2016.

On April 12, 2016, a proposal for construction Observation Services was submitted to the City in the amount of \$11,000. The cost proposed is higher than what would normally be expected on this type of project. This is based on past experience associated with this Contractor.

Construction Observation Service costs accrued through August 26th have been calculated to be \$10,997.50.



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

7656 Design Road, Suite 200 • Baxter, MN 56425-8676

Phone (218) 825-0684 • Fax (218) 825-0685

www.bolton-menk.com

Golf Course Drive Improvement Project

Date: August 30, 2016
To: Baxter Utilities Commission
From: Mike Rardin, PE *MR*
Cc: Trevor Walter, PE – City Engineer/Public Works Director
Subject: Project Update
 Golf Course Drive Improvement Project
 Municipal Project Number 4110

Work Progress - Fifth Update

Work started on the project on Monday, July 25th.

Construction work done the last week of July 25th consisted of installation of traffic controls, assessment of City utilities (gate valves, curb stops, etc.), installation and operation of a dewatering system, removal of pavement in the reconstruction area, topsoil stripping in the reconstruction area, implementation of erosion control activities (SWPPP), and location of various underground utilities with relocation planning.

During August the contractor installed the storm sewer in the reconstruction area (Universal Drive to Links Lane) - storm sewer installation is now complete other than for installation of castings for manholes and catch basins. Street grading at Universal Road going north was started the last week of August. Utility relocations are nearly complete in the reconstruction area.

Three unanticipated watermain conflicts were encountered and dealt with during the installation of the storm sewer. These changes have been incorporated into Change Order No. 1 to be presented to the Commission on September 7th. Contract changes have been summarized in the "Cost" section below.

Project Schedule

Based on the contractor's proposed schedule (attached), construction is estimated to take just over ten weeks - with a projected completion date of October 5th. Based on the contractor's proposed schedule, the following is a brief summary of future construction activities:

- July** - traffic controls, removals, and dewatering in the reconstruction area
- August** - street (grading) and storm sewer construction in the reconstruction area
- September** - reclamation, curb and gutter replacement / construction, aggregate and bituminous base construction, and turf establishment in both the reconstruction and reclamation areas
- October** - bituminous wear course construction in both the reconstruction and reclamation areas

The contractor appears to be on or just slightly behind the schedule they proposed for this project. No schedule concerns are noted at this time.



Completion Dates

The contract calls for substantial completion by September 30th with final completion by October 14th. The contractor has requested an extension of the substantial completion date to October 7th to allow turf establishment construction to occur prior to wear course paving. This phasing and completion date request appears acceptable and has been incorporated into Change Order No. 1 to be presented to the Commission on September 7th.

Costs

Construction costs have increased approximately \$12,950 due to the following:

Item	Reason	Cost
Biorolls	Erosion Control @ Johnson Center	\$3,617.64
Rip Rap	Sediment Control @ dewatering outlet	\$381.15
Watermain Removal	Removal of existing disconnected watermain stub @ Universal Road intersection.	\$1,693.40
Watermain Lowering	Provide proper separation between storm sewer and watermain crossing that runs between Office Max and Target.	\$4,192.35
Watermain Lowering	Provide proper separation between storm sewer and watermain crossing that runs north of Target.	\$3,062.80

All of the above changes were either requested or found to be acceptable to City staff. These changes and costs have been incorporated into Change Order No. 1 which is to be presented separately to the Commission on September 7th.

A 5% contingency in the amount of \$54,505 has been allowed for in this project.

The City should be aware that the work associated with the possible sewer relocations has resulted in extra engineering work and costs. The City Council was apprised of the estimated costs for this extra work, the sewer inspection costs, and the sewer capacity analysis costs at their meeting on March 3rd. An amendment to the agreement based on those discussions will be provided for approval in the future.

Other engineering services for the project have been continuing as agreed to according to the existing "Not to Exceed" contract.



Change Order No. 1

Date of Issuance:	August 29, 2016	Effective Date:	Council Approval
Owner:	City of Baxter, Minnesota	Owner's Contract No.:	4110
Contractor:	Anderson Brothers Construction	Contractor's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	B11.111354
Project:	2016 Golf Course Drive Improvement Project	Contract Name:	

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

Description:

- Change in Contract Time
- Addition of erosion and sediment control items
- Additional cost associated with addressing watermain conflicts

Attachments: See Attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 1,090,108.01</u>	Original Contract Times: Substantial Completion: <u>September 30, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: <u>\$0</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>September 30, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> days or dates
Contract Price prior to this Change Order: <u>\$ 1,090,108.01</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 30, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> days or dates
Increase of this Change Order: <u>\$ 12,947.34</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>October 7, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 1,103,055.35</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 7, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Bryan D. Olson</u>	By: _____	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>VP ROADS & STREETS</u>
Date: <u>8/30/16</u>	Date: _____	Date: <u>8/30/16</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

CHANGE ORDER NO. 1
 2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT
 CITY OF BAXTER, MN
 CITY PROJECT NO. 4110
 BMI PROJECT NO. B11.111354
 WORK COMPLETED THROUGH AUGUST 25, 2016

ITEM NO.	ITEM	CONTRACT QUANTITIES			PREVIOUS ESTIMATE		COMPLETED TO DATE		
		UNIT PRICE	ESTIMATED QUANTITY	UNIT	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2511.501 RIP RAP	\$381.15	1	LUMP SUM	\$381.15	0	\$0.00	1	\$381.15
2	2573.533 SEDIMENT CONTROL LOG TYPE BIORLL	\$4.68	773	LIN FT	\$3,617.64	0	\$0.00	773	\$3,617.64
3	2611.4A UNIVERSAL ROAD INTERSECTION WATERMAIN REMOVAL	\$1,693.40	1	LUMP SUM	\$1,693.40	0	\$0.00	1	\$1,693.40
4	2611.4A WATERMAIN CROSSING LOWERING STATION 30+30	\$4,192.35	1	LUMP SUM	\$4,192.35	0	\$0.00	1	\$4,192.35
5	2611.4A WATERMAIN CROSSING LOWERING STATION 34+12	\$3,062.80	1	LUMP SUM	\$3,062.80	0	\$0.00	1	\$3,062.80
TOTAL CHANGE ORDER NO. 1									\$12,947.34
									\$0.00
									\$12,947.34

Quote

DeChantal Excavating LLC

P O Box 315

Date	Quote #
8/27/2016	902

Name / Address
Anderson Brothers Construction, Inc. P O Box 668 Brainerd, MN 56401

Description	Quantity	Unit Cost	Unit	Total
* Change Order #1				
1. Install 3 CY Rip Rap at end of Dewatering Discharge.	3	105.00	CY	315.00
OH&P 10%	1	31.50	LS	31.50
* Universal Road Watermain Removal				
1. Crew Time - 8/08/2016	2	498.00	Hour	996.00
2. Crew Time - 8/16/2016	1.5	269.00	Hour	403.50
OH&P 10%	1	139.95	LS	139.95
* Watermain Lowering at Office Max Location				
1. Crew Time	6	363.00	Hour	2,178.00
2. Material Pickup - St Cloud	1	200.00	LS	200.00
3. Materials	1	1,086.76	LS	1,086.76
OH&P 10%	1	346.48	LS	346.48
* Watermain Lowering at Target Location				
1. Crew Time	3.75	316.00	Hour	1,185.00
2. Material Pickup - St Cloud	1	200.00	LS	200.00
3. Materials	1	1,146.24	LS	1,146.24
OH&P 10%	1	253.12	LS	253.12
Sales Tax		7.875%		0.00

Total	\$8,481.55
--------------	-------------------

Add	\$848.15
Total	\$9,329.70

Phone #	Fax #	E-mail
218-828-4636	218-824-1510	adechantal@gmail.com



Anderson Brothers Construction Company of Brainerd, LLC
11325 State Highway 210
Brainerd, MN 56401
218-829-1768 • Fax 218-829-7607

Building Our Communities Since 1940
An Equal Opportunity Employer

August 29, 2016

Bryan Drown
Bolton & Menk, Inc.
7656 Design Road, Suite 200
Baxter, MN 56425

Re: #269947 Golf Course Drive

Bryan,

We are requesting an extended substantial completion date from September 30, 2016 to October 7, 2016. This is due to completing Turf work prior to wear course paving.

Regards,

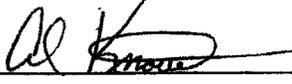

(PKB)

Loren Bendson
Project Superintendent
Anderson Brothers Const. Co.

CONTRACTOR'S PAY REQUEST 2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT CITY OF BAXTER, MN CITY PROJECT NO. 4110 BMI PROJECT NO. B11.111354 WORK COMPLETED THROUGH AUGUST 25, 2016	DISTRIBUTION:
	CONTRACTOR (1)
	OWNER (1)
	ENGINEER (1)
	BONDING CO. (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$1,103,055.35
TOTAL, COMPLETED WORK TO DATE	\$445,202.04
TOTAL, STORED MATERIALS TO DATE	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$445,202.04
RETAINED PERCENTAGE (5%)	\$22,260.10
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$422,941.94
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1	\$422,941.94

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

SUBMITTED: Anderson Brothers Construction BY:  DATE: 8/30/16
 11325 State Highway 210
 Brainerd, MN 56401

RECOMMENDED: Bolton & Menk, Inc BY:  DATE: 8/30/16
 7656 Design Road, Suite 200
 Baxter, MN 56425

APPROVED: City of Baxter BY: _____ DATE: _____
 P.O. Box 2626 Kelly Steele - Asst. City Administrator
 Baxter, MN 56425-2626

APPROVED: City of Baxter BY: _____ DATE: _____
 P.O. Box 2626 Darrel Olson - Mayor
 Baxter, MN 56425-2626

APPROVED: City of Baxter BY: _____ DATE: _____
 Utilities Commission
 P.O. Box 2626
 Baxter, MN 56425-2626

Partial Pay Estimate No.: 1

2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT
 CITY OF BAXTER, MN
 CITY PROJECT NO. 4110
 BMI PROJECT NO. B11.111354
 WORK COMPLETED THROUGH AUGUST 25, 2016

ITEM NO.	ITEM	CONTRACT QUANTITIES				PREVIOUS ESTIMATE		COMPLETED TO DATE		
		UNIT PRICE	ESTIMATED QUANTITY	UNIT	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	2021.501	MOBILIZATION	\$38,000.00	1.00	LUMP SUM	\$38,000.00	0.00	\$0.00	0.50	\$19,000.00
2	2101.502	CLEARING	\$150.00	1	TREE	\$150.00	0	\$0.00	1	\$150.00
3	2101.507	GRUBBING	\$150.00	1	TREE	\$150.00	0	\$0.00	1	\$150.00
4	2104.501	REMOVE SEWER PIPE (STORM)	\$9.00	2501	LIN FT	\$22,509.00	0	\$0.00	2,555	\$22,995.00
5	2104.501	REMOVE CURB AND GUTTER	\$3.50	2581	LIN FT	\$9,033.50	0	\$0.00	301	\$1,053.50
6	2104.503	REMOVE CONCRETE SIDEWALK	\$2.60	395	SQ FT	\$1,027.00	0	\$0.00	0	\$0.00
7	2104.505	REMOVE BITUMINOUS PAVEMENT	\$2.05	7308	SQ YD	\$14,981.40	0	\$0.00	7,286	\$14,936.30
8	2104.509	REMOVE CASTING (STORM)	\$75.00	30	EACH	\$2,250.00	0	\$0.00	17	\$1,275.00
9	2104.509	REMOVE DRAINAGE STRUCTURE	\$600.00	15	EACH	\$9,000.00	0	\$0.00	17	\$10,200.00
10	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	\$3.25	304	LIN FT	\$988.00	0	\$0.00	0	\$0.00
11	2104.513	SAWING CONCRETE PAVEMENT (FULL DEPTH)	\$5.50	29	LIN FT	\$159.50	0	\$0.00	0	\$0.00
12	2104.523	SALVAGE SIGN	\$50.00	19	EACH	\$950.00	0	\$0.00	8	\$400.00
13	2104.523	SALVAGE CASTING (SANITARY)	\$110.00	18	EACH	\$1,980.00	0	\$0.00	9	\$990.00
14	2105.501	COMMON EXCAVATION (P) (EV)	\$10.00	3306	CU YD	\$33,060.00	0	\$0.00	0	\$0.00
15	2105.601	DEWATERING	\$80,000.00	1.00	LUMP SUM	\$80,000.00	0.00	\$0.00	1.00	\$80,000.00
16	2123.501	COMMON LABORERS	\$45.00	20	HOUR	\$900.00	0	\$0.00	0	\$0.00
17	2123.601	STREET SWEEPER (WITH PICKUP BROOM)	\$125.00	8	HOUR	\$1,000.00	0	\$0.00	2	\$250.00
18	2211.503	AGGREGATE BASE (CV), CLASS 5	\$25.00	1590	CU YD	\$39,750.00	0	\$0.00	0	\$0.00
19	2215.501	FULL DEPTH RECLAMATION (P)	\$2.10	11731	SQ YD	\$24,635.10	0	\$0.00	0	\$0.00
20	2232.501	MILL BITUMINOUS PAVEMENT (4")	\$5.50	155	SQ YD	\$852.50	0	\$0.00	0	\$0.00
21	-	BITUMINOUS PATCH	\$28.00	130	SQ YD	\$3,640.00	0	\$0.00	0	\$0.00
22	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2.C)	\$48.00	4945	TON	\$237,360.00	0	\$0.00	0	\$0.00
23	2503.541	12" HDPE PIPE SEWER (STORM)	\$37.50	13	LIN FT	\$487.50	0	\$0.00	8	\$300.00
24	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	\$41.00	357	LIN FT	\$14,637.00	0	\$0.00	359	\$14,719.00
25	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	\$44.00	8	LIN FT	\$352.00	0	\$0.00	8	\$352.00
26	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	\$52.00	733	LIN FT	\$38,116.00	0	\$0.00	732	\$38,064.00
27	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS III	\$66.00	170	LIN FT	\$11,220.00	0	\$0.00	161	\$10,626.00
28	2503.541	33" RC PIPE SEWER DESIGN 3006 CLASS III	\$81.00	148	LIN FT	\$11,826.00	0	\$0.00	146	\$11,826.00
29	2503.541	36" RC PIPE SEWER DESIGN 3006 CLASS III	\$82.00	1498	LIN FT	\$122,836.00	0	\$0.00	1,488	\$122,016.00
30	2503.541	42" RC PIPE SEWER DESIGN 3006 CLASS III	\$145.00	6	LIN FT	\$870.00	0	\$0.00	5	\$725.00
31	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	\$330.00	32.00	LIN FT	\$10,560.00	0	\$0.00	32.00	\$10,560.00
32	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	\$350.00	4.71	LIN FT	\$1,648.50	0	\$0.00	4.71	\$1,648.50
33	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	\$400.00	68.28	LIN FT	\$27,312.00	0	\$0.00	68.28	\$27,312.00
34	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	\$535.00	20.25	LIN FT	\$10,833.75	0	\$0.00	20.25	\$10,833.75
35	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020	\$650.00	7.00	LIN FT	\$4,550.00	0	\$0.00	7.00	\$4,550.00
36	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 120-4020	\$1,250.00	5.80	LIN FT	\$7,250.00	0	\$0.00	5.80	\$7,250.00
37	2506.516	R-3250 DVSP CASTING ASSEMBLY	\$1,000.00	35	EACH	\$35,000.00	0	\$0.00	0	\$0.00
38	2506.516	R-1733 CASTING ASSEMBLY	\$700.00	1	EACH	\$700.00	0	\$0.00	0	\$0.00
39	2506.516	R-2573 CASTING ASSEMBLY	\$575.00	2	EACH	\$1,150.00	0	\$0.00	0	\$0.00
40	2506.521	RE-INSTALL CASTING (SANITARY)	\$500.00	18	EACH	\$9,000.00	0	\$0.00	0	\$0.00
41	2506.602	ADJUST FRAME RING & CASTING (SANITARY)	\$1,300.00	9	EACH	\$11,700.00	0	\$0.00	6	\$7,800.00
42	2506.620	CONNECT TO EXISTING STORM SEWER (PIPE)	\$525.00	6	EACH	\$3,150.00	0	\$0.00	6	\$3,150.00
43	2506.620	CONNECT TO EXISTING DRAINAGE STRUCTURE	\$900.00	3	EACH	\$2,700.00	0	\$0.00	3	\$2,700.00
44	2521.501	6" CONCRETE WALK	\$7.00	287	SQ FT	\$2,009.00	0	\$0.00	0	\$0.00
45	2531.501	CONCRETE CURB & GUTTER, DESIGN B618	\$17.00	2330	LIN FT	\$39,610.00	0	\$0.00	0	\$0.00
46	2531.501	CONCRETE CURB & GUTTER, DESIGN B624	\$14.50	4488	LIN FT	\$65,076.00	0	\$0.00	0	\$0.00
47	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	\$63.00	14	SQ YD	\$882.00	0	\$0.00	0	\$0.00
48	2531.604	8" CONCRETE VALLEY GUTTER	\$80.00	80	SQ YD	\$6,400.00	0	\$0.00	0	\$0.00
49	2531.618	TRUNCATED DOMES	\$42.00	32	SQ FT	\$1,344.00	0	\$0.00	0	\$0.00
50	2540.602	MAILBOX SUPPORT	\$132.00	6	EACH	\$792.00	0	\$0.00	0	\$0.00
51	2563.601	TRAFFIC CONTROL	\$3,100.00	1.00	LUMP SUM	\$3,100.00	0.00	\$0.00	0.50	\$1,550.00
52	2564.602	INSTALL SIGNS	\$80.00	44	EACH	\$3,520.00	0	\$0.00	0	\$0.00
53	2564.602	FURNISH TYPE C SIGNS	\$80.00	25	EACH	\$2,000.00	0	\$0.00	0	\$0.00
54	2564.515	FURNISH & INSTALL SIGN POST	\$55.00	2	EACH	\$110.00	0	\$0.00	0	\$0.00
55	2571.501	DECIDUOUS TREE 6" HT B&B	\$685.00	1	TREE	\$685.00	0	\$0.00	0	\$0.00
56	2573.530	STORM DRAIN INLET PROTECTION	\$135.00	52	EACH	\$7,020.00	0	\$0.00	32	\$4,320.00
57	2573.535	STABILIZED CONSTRUCTION EXIT	\$550.00	1	LUMP SUM	\$550.00	0.00	\$0.00	0.00	\$0.00
58	2573.550	EROSION CONTROL SUPERVISOR	\$1,105.30	1	LUMP SUM	\$1,105.30	0.00	\$0.00	0.50	\$552.65
59	2574.508	FERTILIZER TYPE 1	\$0.79	232	POUND	\$183.28	0	\$0.00	0	\$0.00
60	2574.525	COMMON TOPSOIL BORROW (LV)	\$31.81	1072	CU YD	\$34,100.32	0	\$0.00	0	\$0.00
61	2575.501	SEEDING	\$527.66	1.16	ACRE	\$612.09	0.00	\$0.00	0.00	\$0.00
62	2575.502	SEED MIXTURE 25-131	\$3.00	394	POUND	\$1,182.00	0	\$0.00	0	\$0.00
63	2575.505	SODDING TYPE LAWN	\$6.25	4031	SQ YD	\$25,193.75	0	\$0.00	0	\$0.00
64	2575.523	EROSION CONTROL BLANKET CATEGORY 3	\$1.69	500	SQ YD	\$845.00	0	\$0.00	0	\$0.00
65	2575.562	HYDRAULIC MATRIX TYPE FIBER REINFORCED MATRIX	\$2.10	4640	POUND	\$9,744.00	0	\$0.00	0	\$0.00
66	2582.502	4" BROKEN LINE YELLOW-PAINT	\$0.16	850	LIN FT	\$136.00	0	\$0.00	0	\$0.00
67	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	\$0.32	1764	LIN FT	\$564.48	0	\$0.00	0	\$0.00
68	2582.502	4" SOLID LINE WHITE-PAINT	\$2.11	65	LIN FT	\$137.15	0	\$0.00	0	\$0.00
69	2582.502	8" SOLID LINE WHITE-PAINT	\$0.21	10009	LIN FT	\$2,101.89	0	\$0.00	0	\$0.00
70	2611.4J	ADJUST GATE VALVE BOX & COVER	\$185.00	19	EACH	\$3,435.00	0	\$0.00	0	\$0.00
71	2611.4J	REPLACE GATE VALVE BOX & COVER	\$725.00	5	EACH	\$3,625.00	0	\$0.00	0	\$0.00
72	-	MAINTAIN AND REINSTALL IRRIGATION SYSTEMS	\$5,500.00	1.00	LUMP SUM	\$5,500.00	0.00	\$0.00	0.00	\$0.00
73	-	CHEMICAL INJECTION ACCESS SET-UP	\$1,600.00	1	EACH	\$1,600.00	0	\$0.00	0	\$0.00
74	-	CHEMICAL INJECTION GROUTING-JOINTS GROUTED (66" RC PIPE)	\$1,900.00	10	EACH	\$19,000.00	0	\$0.00	0	\$0.00
		TOTAL BID AMOUNT:				\$1,090,106.01	\$0.00			\$432,254.70
CHANGE ORDER NO. 1										
1	2511.501	RIP RAP	\$381.15	1	LUMP SUM	\$381.15	0	\$0.00	1	\$381.15
2	2573.533	SEDIMENT CONTROL LOG TYPE BIORLL	\$4.68	773	LIN FT	\$3,617.64	0	\$0.00	773	\$3,617.64
3	2611.4A	UNIVERSAL ROAD INTERSECTION WATERMAIN REMOVAL	\$1,693.40	1	LUMP SUM	\$1,693.40	0	\$0.00	1	\$1,693.40
4	2611.4A	WATERMAIN CROSSING LOWERING STATION 30+30	\$4,192.35	1	LUMP SUM	\$4,192.35	0	\$0.00	1	\$4,192.35
5	2611.4A	WATERMAIN CROSSING LOWERING STATION 34+12	\$3,062.80	1	LUMP SUM	\$3,062.80	0	\$0.00	1	\$3,062.80
		SUBTOTAL CHANGE ORDER NO. 1				\$12,947.34	\$0.00			\$12,947.34
		TOTAL BID AMOUNT PLUS CHANGE ORDER NO. 1:				\$1,103,053.35	\$0.00			\$445,202.04



MEMO

Date: July 27, 2016
To: Baxter Utilities Commission
From: Aric Welch
Cc: Trevor Walter
Project Name: 2016 Mill and Overlay, FDR and Turn Lane Improvements
Project No.: 0102B0379.000
Subject: Project Update

Brainerd/Baxter
 7804 Industrial Park Road
 PO Box 2720
 Baxter, MN 56425-2720

218.829.5117
 218.829.2517
 Brainerd@wsn.us.com
WidsethSmithNolting.com

Summary of Work Completed Since Last Update

- Week of Aug 1st: Installed storm sewer pipe and structures and poured curb on Maplewood Drive. Grading work on College Road.
- Week of Aug 8th: Milling, bituminous patching and ditch work in residential project areas.
- Week of Aug 15th: Bituminous patch work, ditching and paving in residential project areas.
- Week of Aug 22nd: Bituminous paving in residential project area. Concrete work on College Road.
- Week of Aug 29th: Bituminous patching and cleanup. Cemetery paving.

Project Schedule

- Week of Sept 5th: Shouldering, turf restoration, pavement markings and signage. All work required to reach substantial completion is scheduled to be completed by Friday, September 9th.

Changes

See Project Update dated August 11, 2016 and Change Order No. 2. We have no concerns with Change Order No. 2 and recommend approval.

Pay Estimate

The project is approximately 92% complete. To total earned to date is \$741,585.09. Retainage is \$37,092.90 or 5% of the amount earned. Total due this pay estimate is \$528,112.29. We have no concerns with Pay Estimate No. 2 and recommend approval.



MEMO

Date: August 11, 2016
To: **Baxter City Council**
From: Aric Welch
Cc: Trevor Walter
Project Name: 2016 Mill and Overlay, FDR and Turn Lane Improvements
Project No.: 0102B0379.000
Subject: **Project Update**

Brainerd/Baxter
7804 Industrial Park Road
PO Box 2720
Baxter, MN 56425-2720

218.829.5117
218.829.2517
Brainerd@wsn.us.com
WidsethSmithNotling.com

Changes and Construction Issues

John Street

- An existing culvert was discovered under a driveway along the south side of John Street. It appears the culvert was installed to carry drainage from the south side of John Street to the low area along Inglewood Drive. The pipe is completely silted in and drainage from the road right-of-way is currently running over the driveway and across private property. The culvert will be replaced and a swale will be constructed along the east side of the driveway. The total estimated cost to complete the work is \$4,400.

Maplewood Drive

- We received previous direction from the Council to construct curb & gutter with a spillway and swale behind the curb. Just prior to starting the work, a catch basin and pipe was discovered along the west side of Maplewood Drive. The pipe daylighted in the hillside of the City right-of-way approximately 80' short of White Sand Lake. A revised plan was created showing the selected option with a storm sewer catch basin in the ditch to direct storm water overflows into the pipe located on the west side of the roadway (see attached drawing). The plan was reviewed with City staff and a directive was issued to the Contractor to proceed with the revised plan. In addition to installing the catch basin and pipe, ditching was completed around the existing catch basin on the west side of the road to provide some treatment of the stormwater before entering the pipe and being directed to White Sand Lake. The total cost of the improvement is estimated to be \$11,600 which is approximately \$3,900 more than the Council original authorized.

Madeline Drive

- The Ground Penetrating Radar (GPR) and pavement coring study showed sufficient depth to complete the planned 1.5" of milling on Madeline Drive. Milling operations however revealed a much thinner bituminous pavement section than anticipated. Some areas were so thin that no bituminous remained after the milling operations were completed. Most of the thin areas were confined to the center of the roadway. The following repair options and associated costs were reviewed and considered:

Full depth spot repairs	\$7,500
Milling/removing 7' on each side of the centerline and repave bit. base	\$10,000
Overlay/patch of entire roadway surface	\$11,300

After reviewing the available options and costs with City staff and the Contractor, it was determined the best option was to overlay/patch the entire roadway. The work was completed on August 10th and the actual cost was only \$6,000.

The GPR and pavement coring study data indicated other roadways in the Southdale project area with similar existing bituminous thicknesses as Madeline Drive. These roadways will be milled to a depth of 1" rather than the planned 1.5" to try and avoid the issues encountered on Madeline Drive.

Baxter Cemetery Roadways

- At the direction of City staff, we have requested pricing to pave the roadways in the Baxter Cemetery. The Contractor has indicated they would pave the roadways for the mill and overlay project unit bid prices. The total estimated cost to prep and pave the Cemetery roadways to a 12' width and 1.5" bituminous depth is \$15,860. City finance staff will need to weigh in on funding options for the proposed improvement. The City should be aware the cost of the improvement will likely never be lower than this since the Contractor is working so close and bit prices are \$40/ton.

Time Extension

- The Contractor has indicated they will be submitting for an additional time extension. The extension will reference delays resulting from additional private driveway work, additional bituminous patching and weather. The current substantial completion date is August 26, 2016. The Contractor still plans on having all roadways paved by the 26th. The extension will only be necessary to complete the required shouldering and cleanup work.

Project Budget

The project budget appears to be in good shape. Clearwater Road and Woida Road should come in under budget. Prior to the changes above, there was about \$74,000 in unused contingencies for the combined mill & overlay and FDR project areas. With the additional work completed to date, the available contingency has been reduced to about \$52,000. We know some of these contingencies will be used for additional ditching, bituminous patching and possible overruns on bituminous quantities necessary to re-establish a 2% cross slope on the streets that are being milled to a 1" depth vs. 1.5".

Date of Issuance:	Effective Date:	Council Approval
Owner: City of Baxter	Owner's Contract No.: 4416	
Contractor: Tri-City Paving, Inc.	Contractor's Project No.:	
Engineer: Widseth Smith Nolting	Engineer's Project No.: 0102B0379.000	
Project: 2016 Mill & Overlay, Full Depth Reclamation and Turn Lane Improvements	Contract Name: Municipal Project Numbers 4416	

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

Description: Change In Contract Time

Attachments: Tri-City Paving, Inc. Letter dated August 24, 2016 and WSN Memo dated August 26, 2016.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$806,167.45</u>	Original Contract Times: Substantial Completion: <u>August 12, 2016</u> Ready for Final Payment: <u>August 26, 2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders: <u>\$ 0</u>	Increase from previously approved Change Orders: Substantial Completion: <u>August 26, 2016</u> Ready for Final Payment: <u>September 2, 2016</u>
Contract Price prior to this Change Order: <u>\$806,167.45</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 26, 2016</u> Ready for Final Payment: <u>September 2, 2016</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 0</u>	Increase of this Change Order: Substantial Completion: <u>September 9, 2016</u> Ready for Final Payment: <u>September 16, 2016</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 806,167.45</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 9, 2016</u> Ready for Final Payment: <u>September 16, 2016</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____



August 26, 2016

Tim Otremba
Tri-City Paving, Inc.
13504 Haven Road
PO Box 326
Little Falls, MN 56345

Brainerd/Baxter
7804 Industrial Park Road
PO Box 2720
Baxter, MN 56425-2720

218.829.5117
218.829.2517
Brainerd@wsn.us.com

WidethSmithNolting.com

Re: Contract Time Extension Request
2016 Mill & Overlay, Full Depth Reclamation and Turn Lane Improvements
Municipal Project Numbers 4416
Baxter, Minnesota
WSN Job No. 0102B0379.000

Dear Mr. Otremba:

This letter is written in response to the letter received by email on August 24, 2016 regarding a contract time extension request (see attached). This letter will be copied to the City and serve as the Engineer's recommendation and formal action regarding the written request.

As of August 26, 2016 (the revised substantial completion date) all bituminous paving operations are complete and all roadways are open to traffic. Items of work remaining include the following:

- Pave Cemetery roadways
- Misc. bituminous patching
- Southdale Park trail paving
- Topsoil shouldering and seeding
- Sod on College Road
- Pavement markings

It is our determination a contract time extension is warranted based on the additional work listed in your letter. Based the schedule discussion at our August 25, 2016 construction meeting, we are recommending the following revised completion dates.:

Substantial Completion:	September 9, 2016
Final Completion:	September 16, 2016

This letter will serve as the Engineer's recommendation on the attached correspondence and a change order will be prepared reflecting the decisions outlined above. In accordance with the General Conditions, the Engineer's decision is final and binding. If the City or Contractor are not in agreement with the Engineer's determination, please refer to General Conditions Article 12.

Please feel free to give me a call if you have any questions regarding our review and recommendations as presented.

Sincerely,

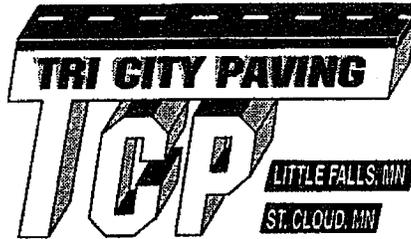
Wideth Smith Nolting & Associates, Inc.

Aric Welch
Aric Welch, P.E.

Enc.

Cc: Trevor Walter, City of Baxter

- Hot Mix
- Granite
- Ready Mix Concrete
- Driveways
- Dust Control
- Sand & Gravel



BOX 326 • LITTLE FALLS, MINNESOTA 56345
(320) 632-5435 or (320) 251-1818
LITTLE FALLS ST. CLOUD

REDI-MIX
CONCRETE

August 24, 2016

City of Baxter

Attn: Aric Welch

RE: TIME EXTENTION REQUEST

Due to the amount of driveways and the extra work asked of us:

- Cemetery
- Regrade yard on Maplewood
- Extra pipe work on Maplewood
- Extra curb on Maplewood
- The changes in milling preformed
- Extra curb and ADA ramps on College Drive
- Extra patches outside of work area

Tri-City Paving would like an extension of time to finish the topsoil and seeding, all of the milling and paving is complete on the project with exceptions of the extra work.

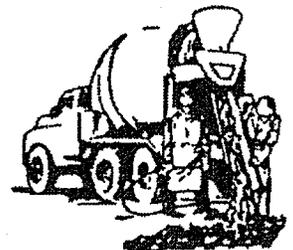
Thank you,

A handwritten signature in black ink, appearing to read "Tim Otrempa".

Tim Otrempa



AN EQUAL OPPORTUNITY EMPLOYER



PARTIAL PAYMENT ESTIMATE
NUMBER 2

Name of Contractor:		Tri-City Paving, Inc. 13504 Hven Road, PO Box 326 Little Falls, MN 56345			
Name of Owner:		City of Baxter 13190 Memorywood Drive, PO Box 2626 Baxter, MN 56425			
Date of Completion:		Amount of Contract:		Dates of Estimate:	
Original: See Agreement		Original: \$806,167.45		From: 7/22/16	
Revised:		Revised:		To: 8/25/16	

Description of Project:
2018 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENTS
MUNICIPAL PROJECT NUMBER 4418
BAXTER, MN

ITEM NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
2021.501	MOBILIZATION	1	LUMP SUM	\$35,000.00	\$35,000.00	0.8	\$21,000.00	1	\$35,000.00
2101.502	CLEARING	5	TREE	\$100.00	\$500.00			2	\$200.00
2101.507	GRUBBING	5	TREE	\$100.00	\$500.00			2	\$200.00
2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	480	LIN FT	\$3.00	\$1,440.00				
2104.501	REMOVE SEWER PIPE (STORM)	51	LIN FT	\$25.00	\$1,275.00	3	\$75.00	54	\$1,350.00
2104.501	REMOVE CURB AND GUTTER	1297	LIN FT	\$4.00	\$5,188.00	46	\$184.00	1364	\$5,456.00
2104.501	REMOVE SANITARY SERVICE PIPE	48	LIN FT	\$25.00	\$1,150.00			20	\$500.00
2104.501	REMOVE WATER SERVICE PIPE	48	LIN FT	\$25.00	\$1,150.00			20	\$500.00
2104.505	REMOVE CONCRETE PAVEMENT	130	SQ YD	\$10.00	\$1,300.00			151	\$1,510.00
2104.505	REMOVE BITUMINOUS PAVEMENT	1850	SQ YD	\$1.00	\$1,850.00	747	\$747.00	2380	\$2,380.00
2104.509	REMOVE CASTING	13	EACH	\$200.00	\$2,600.00	1	\$200.00	15	\$3,000.00
2104.509	REMOVE CURB STOP AND BOX	2	EACH	\$500.00	\$1,000.00			2	\$1,000.00
2104.509	REMOVE SANITARY CLEANOUT	2	EACH	\$500.00	\$1,000.00			2	\$1,000.00
2104.509	REMOVE DRAINAGE STRUCTURE	1	EACH	\$1,000.00	\$1,000.00			1	\$1,000.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	283	LIN FT	\$3.00	\$789.00			169	\$507.00
2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	2216	LIN FT	\$1.00	\$2,216.00	661	\$661.00	2519	\$2,519.00
2104.523	SALVAGE SIGN TYPE C	4	EACH	\$30.00	\$120.00			4	\$120.00
2104.601	RELOCATE MAILBOXES AND SUPPORT	1	LUMP SUM	\$100.00	\$100.00			1	\$100.00
2104.601	RELOCATE BUILDING SIGN	1	LUMP SUM	\$2,000.00	\$2,000.00	0.75	\$1,500.00	1	\$2,000.00
2104.601	SALVAGE IRRIGATION EQUIPMENT	1	LUMP SUM	\$2,000.00	\$2,000.00	1	\$2,000.00	1	\$2,000.00
2105.501	COMMON EXCAVATION	1440	CU YD	\$10.00	\$14,400.00	280	\$2,800.00	1460	\$14,600.00
2105.604	DITCH EXCAVATION	835	SQ YD	\$3.00	\$2,505.00	1357	\$4,071.00	1357	\$4,071.00
2211.503	AGGREGATE BASE (CV) CLASS 5	280	CU YD	\$20.00	\$5,600.00	186	\$3,720.00	415	\$8,300.00
2112.603	RECLAIMED AGGREGATE BASE PREPARATION	20	ROAD STA	\$100.00	\$2,000.00			20	\$2,000.00
2123.610	STREET SWEEPER (TYPE WET PICKUP)	23	HOUR	\$50.00	\$1,150.00	3	\$150.00	3	\$150.00
2130.501	WATER	100	MGAL	\$10.00	\$1,000.00			110	\$1,100.00
2215.501	FULL DEPTH RECLAMATION	9460	SQ YD	\$1.00	\$9,460.00			9460	\$9,460.00
2232.501	MILL BITUMINOUS SURFACE (1.5")	62338	SQ YD	\$1.00	\$62,338.00	62338	\$62,338.00	62338	\$62,338.00
2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	68	SQ YD	\$10.00	\$680.00				
2302.618	SPOT FULL DEPTH REPAIR	1010	SQ YD	\$10.00	\$10,100.00	2219	\$22,190.00	2219	\$22,190.00
2380.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.B)	7170	TON	\$40.00	\$286,800.00	7361.56	\$294,482.40	7361.56	\$294,482.40
2380.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	2815	TON	\$47.00	\$122,905.00	1010.97	\$47,515.59	2310.97	\$108,615.59
2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	47	LIN FT	\$50.00	\$2,350.00	42	\$2,100.00	89	\$4,450.00
2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	51	LIN FT	\$50.00	\$2,550.00			51	\$2,550.00
2503.602	MANHOLE ADJUSTING RINGS	20	EACH	\$50.00	\$1,000.00	27	\$1,350.00	27	\$1,350.00
2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	1	EACH	\$1,000.00	\$1,000.00			2	\$2,000.00
2503.602	CONNECT TO EXISTING WATER SERVICE	2	EACH	\$1,000.00	\$2,000.00			2	\$2,000.00
2504.601	INSTALL IRRIGATION EQUIPMENT	1	LUMP SUM	\$5,000.00	\$5,000.00	1	\$5,000.00	1	\$5,000.00
2504.602	ADJUST VALVE BOX	16	EACH	\$200.00	\$3,200.00	2	\$400.00	15	\$3,000.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	7.82	LIN FT	\$300.00	\$2,346.00	8.58	\$2,574.00	14.4	\$4,320.00
2506.516	CASTING ASSEMBLY (700-7)	6	EACH	\$750.00	\$4,500.00	6	\$4,500.00	6	\$4,500.00
2506.602	RECONSTRUCT DRAINAGE STRUCTURE	12	EACH	\$500.00	\$6,000.00			12	\$6,000.00
2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	23	EACH	\$500.00	\$11,500.00	11	\$5,500.00	15	\$7,500.00
2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EACH	\$2,500.00	\$2,500.00			1	\$2,500.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B612	262	LIN FT	\$20.00	\$5,240.00			266	\$5,320.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	673	LIN FT	\$25.00	\$16,825.00	81	\$2,025.00	656	\$16,400.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	613	LIN FT	\$25.00	\$15,325.00	581	\$14,525.00	780	\$19,500.00
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	81	SQ YD	\$80.00	\$6,480.00	60.67	\$4,853.80	60.67	\$4,853.80
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	32	SQ YD	\$100.00	\$3,200.00			53.2	\$5,320.00
2531.603	CONCRETE GUTTER DESIGN SPECIAL	42	LIN FT	\$100.00	\$4,200.00	42	\$4,200.00	42	\$4,200.00
2531.604	8" CONCRETE VALLEY GUTTER	53	SQ YD	\$100.00	\$5,300.00	53	\$5,300.00	53	\$5,300.00
2531.618	TRUNCATED DOMES	108	SQ FT	\$50.00	\$5,400.00	80	\$4,000.00	80	\$4,000.00
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$12,000.00	\$12,000.00	0.75	\$9,000.00	1	\$12,000.00
2564.550	DELINEATOR TYPE X4-13	18	EACH	\$85.00	\$1,360.00				
2564.602	INSTALL SIGN	4	EACH	\$100.00	\$400.00				
2565.602	RIGID PVC LOOP DETECTOR 6"X6"	6	EACH	\$1,000.00	\$6,000.00			2	\$2,000.00
2571.502	DECIDUOUS TREE 10' HT B&B	5	TREE	\$700.00	\$3,500.00	10	\$7,000.00	10	\$7,000.00
2573.530	STORM DRAIN INLET PROTECTION	28	EACH	\$120.00	\$3,120.00			24	\$2,880.00
2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	400	LIN FT	\$5.00	\$2,000.00	30	\$150.00	440	\$2,200.00
2573.535	STABILIZED CONSTRUCTION EXIT	2	LUMP SUM	\$1,000.00	\$2,000.00				
2574.525	SCREENED TOPSOIL BORROW (LV)	655	CU YD	\$30.00	\$19,650.00	190	\$5,700.00	190	\$5,700.00
2575.505	SODDING TYPE LAWN	937	SQ YD	\$6.00	\$5,622.00				
2575.604	SITE RESTORATION	9414	SQ YD	\$4.50	\$42,363.00	204	\$918.00	204	\$918.00
2582.501	PAVEMENT MESSAGE PAINT	190	SQ FT	\$5.25	\$997.50	126	\$661.50	126	\$661.50
2582.502	4" SOLID LINE PAINT	2495	LIN FT	\$0.45	\$1,122.75	852	\$383.40	852	\$383.40
2582.502	8" SOLID LINE PAINT	204	LIN FT	\$1.50	\$306.00				
2582.502	12" SOLID LINE PAINT	125	LIN FT	\$4.00	\$500.00				
2582.502	4" BROKEN LINE PAINT	3274	LIN FT	\$0.30	\$982.20	130	\$520.00	130	\$520.00
2582.502	4" DOUBLE SOLID LINE PAINT	8270	LIN FT	\$0.60	\$4,962.00	100	\$300.00	100	\$300.00
2811.4A	1-1/2" POLYETHYLENE SERVICE PIPE	46	LIN FT	\$50.00	\$2,300.00	1621	\$972.60	1621	\$972.60
2811.4D	1-1/2" CURB STOP & BOX	2	EACH	\$1,500.00	\$3,000.00			20	\$1,000.00
2821.4F	8" PVC SERVICE PIPE (SCH 40)	46	LIN FT	\$50.00	\$2,300.00			2	\$3,000.00
2821.4F	8" PVC CLEAN OUT RISER (SCH 40)	2	EACH	\$500.00	\$1,000.00			20	\$1,000.00
2821.4H	1" MANHOLE CONCRETE SECTION	1	EACH	\$2,000.00	\$2,000.00			2	\$1,000.00
-	SCOURSTOP TRANSITION MAT	11	SQ YD	\$150.00	\$1,650.00			1	\$2,000.00
						2	\$300.00	6	\$900.00
TOTAL:					\$806,167.45		\$545,577.09		\$741,858.09

	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	\$545,577.09	\$741,858.09
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE)	\$22,168.12	\$37,092.90
RETAINAGE RELEASED	\$4,703.31	
PREVIOUS PAYMENTS		\$176,652.90
AMOUNT DUE	\$528,112.29	\$528,112.29

Estimated Percentage Completed:

92.0%

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR : TRI-CITY PAVING, INC.

BY: _____

Date: _____

APPROVED BY CITY OF BAXTER:

BY: Kelly Steele, Assistant City Administrator / City Clerk

Date: _____

APPROVED BY CITY OF BAXTER:

BY: Darrel Olson, Mayor

Date: _____

ENGINEER'S CERTIFICATION:

The undersigned endorses that to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

ENGINEER: WIDSETH SMITH NOLTING

BY: Eric Welch, P.E.

Date: _____

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION

BY: _____

Date: _____

PARTIAL PAY ESTIMATE 1 - ATTACHMENT /
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENTS
MUNICIPAL PROJECT NUMBER 4416
 Thursday, August 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
2021.501		MOBILIZATION	LUMP SUM	\$35,000.00
2101.502		CLEARING	TREE	\$100.00
2101.507		GRUBBING	TREE	\$100.00
2102.502		PAVEMENT MARKING REMOVAL-PERMANENT	LN FT	\$3.00
2104.501		REMOVE SEWER PIPE (STORM)	LN FT	\$25.00
2104.501		REMOVE CURB AND GUTTER	LN FT	\$4.00
2104.501		REMOVE SANITARY SERVICE PIPE	LN FT	\$25.00
2104.501		REMOVE WATER SERVICE PIPE	LN FT	\$25.00
2104.505		REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00
2104.505		REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00
2104.509		REMOVE CASTING	EACH	\$200.00
2104.509		REMOVE CURB STOP AND BOX	EACH	\$500.00
2104.509		REMOVE SANITARY CLEANOUT	EACH	\$500.00
2104.509		REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00
2104.511		SAWING CONCRETE PAVEMENT (FULL DEPTH)	LN FT	\$3.00
2104.511		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LN FT	\$1.00
2104.601		SALVAGE SIGN TYPE C	EACH	\$20.00
2104.601		RELOCATE MANHOLES AND SUPPORT	LUMP SUM	\$100.00
2104.601		RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00
2104.601		SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00
2105.501		COMMON EXCAVATION	CU YD	\$10.00
2105.604		DITCH EXCAVATION	SQ YD	\$10.00
2211.503		AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00
2112.603		RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00
2123.610		STREET SWEEPER (TYPE WET PICKUP)	HOUR	\$50.00
2130.501		WATER	M GAL	\$10.00
2215.501		FULL DEPTH RECLAMATION	SQ YD	\$1.00
2232.501		MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00
2302.604		BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00
2302.618		SPOT FULL DEPTH REPAIR	SQ YD	\$10.00
2305.501		TYPE SP 9.5 WEARING COURSE MIXTURE (2.B)	TON	\$40.00
2305.501		TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	TON	\$47.00
2503.541		12" RC PIPE SEWER DESIGN 3006 CLASS V	LN FT	\$50.00
2503.541		15" RC PIPE SEWER DESIGN 3006 CLASS V	LN FT	\$50.00
2503.602		MANHOLE ADJUSTING RINGS	EACH	\$90.00
2503.602		CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00
2503.602		CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00
2504.601		INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00
2504.602		ADJUST VALVE BOX	EACH	\$200.00
2506.501		CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LN FT	\$200.00
2506.516		CASTING ASSEMBLY (700-7)	EACH	\$750.00
2506.602		RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00
2506.602		ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00
2506.602		CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00
2531.501		CONCRETE CURB AND GUTTER DESIGN B612	LN FT	\$20.00
2531.501		CONCRETE CURB AND GUTTER DESIGN B618	LN FT	\$25.00
2531.501		CONCRETE CURB AND GUTTER DESIGN B624	LN FT	\$25.00
2531.507		8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00
2531.507		8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00
2531.603		CONCRETE GUTTER DESIGN SPECIAL	LN FT	\$100.00
2531.604		8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00
2531.618		TRUNCATED DOMES	SQ FT	\$50.00
2563.601		TRAFFIC CONTROL	LUMP SUM	\$12,000.00
2564.550		DELIMITER TYPE X4-13	EACH	\$55.00
2564.602		INSTALL SIGN	EACH	\$100.00
2565.602		RIGID PVC LOOP DETECTOR 6"x6"	EACH	\$1,000.00
2571.502		DECIDUOUS TREE 10' HT B&B	TREE	\$700.00
2573.530		STORM DRAIN INLET PROTECTION	EACH	\$120.00
2573.533		SEDIMENT CONTROL LOG TYPE COMPOST	LN FT	\$5.00
2573.535		STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00
2574.525		SCREENED TOPSOIL BORROW (LV)	CU YD	\$33.00
2575.505		SOODING TYPE LAWN	SQ YD	\$6.00
2575.604		SITE RESTORATION	SQ FT	\$4.50
2582.501		PAVEMENT MESSAGE PAINT	LN FT	\$5.25
2582.502		4" SOLID LINE PAINT	LN FT	\$0.45
2582.502		6" SOLID LINE PAINT	LN FT	\$1.50
2582.502		12" SOLID LINE PAINT	LN FT	\$4.00
2582.502		4" BROKEN LINE PAINT	LN FT	\$0.30
2582.602		4" DOUBLE SOLID LINE PAINT	LN FT	\$0.60
2611.4A		1-1/2" POLYETHYLENE SERVICE PIPE	LN FT	\$50.00
2611.4D		1-1/2" CURB STOP & BOX	EACH	\$1,500.00
2621.4F		6" PVC SERVICE PIPE (SCH 40)	LN FT	\$50.00
2621.4F		6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00
2621.4H		1' MANHOLE CONCRETE SECTION	EACH	\$2,000.00
-		SCOURTOP TRANSITION MAT	SQ YD	\$150.00

MILL & OVERLAY					
CONTRACT		THIS PERIOD		TOTAL TO DATE	
QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0.6	\$21,000.00	0.6	\$21,000.00	0.6	\$21,000.00
		3	\$75.00	3	\$75.00
303	\$303.00	411	\$411.00	411	\$411.00
420	\$420.00	437	\$437.00	437	\$437.00
835	\$2,506.00	1357	\$4,071.00	1357	\$4,071.00
		6	\$120.00	6	\$120.00
10	\$200.00				
62338	\$62,338.00	62338	\$62,338.00	62338	\$62,338.00
50	\$500.00				
1010	\$10,100.00	2219	\$22,190.00	2219	\$22,190.00
7170	\$288,600.00	6986	\$279,440.00	6986	\$279,440.00
		35.73	\$1,679.31	35.73	\$1,679.31
		42	\$2,100.00	42	\$2,100.00
20	\$1,000.00	27	\$1,350.00	27	\$1,350.00
3	\$900.00	2	\$400.00	2	\$400.00
		6.24	\$1,872.00	6.24	\$1,872.00
4	\$3,000.00	2	\$1,500.00	2	\$1,500.00
16	\$8,000.00	8	\$4,000.00	8	\$4,000.00
262	\$5,240.00			268	\$5,320.00
		81	\$2,025.00	81	\$2,025.00
37	\$2,980.00	6.67	\$533.60	6.67	\$533.60
60	\$3,000.00	20	\$1,000.00	20	\$1,000.00
		0.6	\$7,200.00	0.6	\$7,200.00
16	\$1,360.00				
		2	\$1,400.00	2	\$1,400.00
		30	\$150.00	30	\$150.00
498	\$14,880.00				
8934	\$40,203.00				
80	\$135.00				
3154	\$946.20				
6940	\$4,164.00				
11	\$1,650.00	2	\$300.00	6	\$900.00

TOTALS:
 AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE):
 RETAINAGE RELEASED:
 PREVIOUS PAYMENTS
 AMOUNT DUE:

\$478,804.20
 \$415,591.91
 \$20,483.60
 \$21,075.60
 \$395,108.31
 \$395,108.31

PARTIAL PAY ESTIMATE 1 - ATTACHMENT /
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L
MUNICIPAL PROJECT NUMBER 4416
 Thursday, August 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	FULL DEPTH RECLAMATION							
					CONTRACT		THIS PERIOD		TOTAL TO DATE			
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
	2021.501	MOBILIZATION	LUMP SUM	\$35,000.00								
	2101.502	CLEARING	TREE	\$100.00	0.25	\$8,750.00			0.25	\$8,750.00		
	2101.507	GRUBBING	TREE	\$100.00								
	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00								
	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00								
	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$4.00								
	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00								
	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$25.00								
	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00	810	\$3,240.00			774	\$3,096.00		
	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00	32	\$320.00			53	\$530.00		
	2104.509	REMOVE CASTING	EACH	\$200.00	75	\$75.00	84	\$84.00	167	\$167.00		
	2104.509	REMOVE CURB STOP AND BOX	EACH	\$500.00	12	\$2,400.00			12	\$2,400.00		
	2104.509	REMOVE SANITARY CLEANOUT	EACH	\$500.00								
	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00								
	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	250	\$750.00			156	\$474.00		
	2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	685	\$685.00			639	\$639.00		
	2104.523	SALVAGE SIGN TYPE C	EACH	\$30.00								
	2104.601	RELOCATE MAILBOX AND SUPPORT	LUMP SUM	\$100.00								
	2104.601	RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00								
	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00								
	2105.501	COMMON EXCAVATION	CU YD	\$10.00								
	2105.504	DITCH EXCAVATION	SQ YD	\$3.00	920	\$9,200.00			920	\$9,200.00		
	2211.503	AGGREGATE BASE (C/A CLASS 5)	CU YD	\$20.00								
	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00	10	\$2,000.00			20	\$2,000.00		
	2123.610	STREET SWEEPER (TYPE WET PICKUP)	HOUR	\$50.00	23	\$690.00	3	\$150.00	3	\$150.00		
	2130.501	WATER	MGAL	\$10.00	100	\$1,000.00			110	\$1,100.00		
	2215.501	FULL DEPTH RECLAMATION	SQ YD	\$1.00	9460	\$9,460.00			8460	\$8,460.00		
	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00								
	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00	18	\$180.00						
	2302.618	SPOT FULL DEPTH REPAIR	SQ YD	\$10.00								
	2380.501	TYPE SP P.S.WEARING COURSE MIXTURE (2.B)	TON	\$40.00								
	2380.501	TYPE SP P.S.WEARING COURSE MIXTURE (2.C)	TON	\$47.00	2300	\$108,100.00	875.24	\$45,638.28	2275.24	\$106,838.28		
	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00								
	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00								
	2503.602	MANHOLE ADJUSTING RINGS	EACH	\$50.00								
	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00								
	2503.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00								
	2504.601	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00								
	2504.602	ADJUST VALVE BOX	EACH	\$40.00	13	\$2,800.00			13	\$2,800.00		
	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00								
	2506.516	CASTING ASSEMBLY (700-7)	EACH	\$750.00								
	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00	12	\$6,000.00			12	\$6,000.00		
	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00	7	\$3,500.00	3	\$1,500.00	7	\$3,500.00		
	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00								
	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00								
	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00	673	\$16,825.00			575	\$14,375.00		
	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	137	\$3,425.00			198	\$4,975.00		
	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$50.00								
	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00	32	\$3,200.00			53.2	\$5,320.00		
	2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00								
	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00								
	2531.618	TRUNCATED DOMES	SQ FT	\$50.00								
	2563.601	TRAFFIC CONTROL	LUMP SUM	\$12,000.00	0.25	\$3,000.00			0.25	\$3,000.00		
	2564.550	DELIMITER TYPE X4-13	EACH	\$85.00								
	2564.602	INSTALL SIGN	EACH	\$100.00								
	2568.602	RIGID PVC LOOP DETECTOR 6"x6"	EACH	\$1,000.00	6	\$6,000.00			2	\$2,000.00		
	2571.502	DECIDUOUS TREE 10' HT B&B	TREE	\$700.00								
	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$120.00	23	\$2,760.00			20	\$2,400.00		
	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00	400	\$2,000.00			410	\$2,050.00		
	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00	2	\$2,000.00						
	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	53	\$1,590.00	22	\$660.00	22	\$660.00		
	2575.505	SODDING TYPE LAWN	SQ YD	\$5.00								
	2575.604	SITE RESTORATION	SQ YD	\$4.50	480	\$2,160.00	204	\$918.00	204	\$918.00		
	2582.501	PAVEMENT MESSAGE PAINT	SQ FT	\$5.25	144	\$756.00	128	\$672.00	128	\$672.00		
	2582.502	4" SOLID LINE PAINT	LIN FT	\$0.45	920	\$414.00	852	\$383.40	852	\$383.40		
	2582.502	6" SOLID LINE PAINT	LIN FT	\$1.50								
	2582.502	12" SOLID LINE PAINT	LIN FT	\$4.00	125	\$500.00	130	\$520.00	130	\$520.00		
	2582.502	4" BROKEN LINE PAINT	LIN FT	\$0.30	120	\$36.00	100	\$30.00	100	\$30.00		
	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.80	1280	\$788.00	1621	\$977.60	1621	\$977.60		
	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00								
	2611.4D	1-1/2" CURB STOP & BOX	EACH	\$1,500.00								
	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00								
	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00								
	2621.4H	1' MANHOLE CONCRETE SECTION	EACH	\$2,000.00	1	\$2,000.00			1	\$2,000.00		
	-	SCOURSTOP TRANSITION MAT	SQ YD	\$150.00								
TOTALS:						\$206,342.00		\$51,715.78		\$197,487.78		
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE):										\$9,874.89		
RETAINAGE RELEASED:								\$4,703.31				
PREVIOUS PAYMENTS												
AMOUNT DUE:								\$56,419.09				\$131,203.80
												\$56,419.09

PARTIAL PAY ESTIMATE 1 - ATTACHMENT /
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L
MUNICIPAL PROJECT NUMBER 4416
 Thursday, August 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TURN LANE IMPROVEMENTS					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
	2021.501	MOBILIZATION	LUMP SUM	\$35,000.00	0.15	\$5,250.00			0.15	\$5,250.00
	2101.502	CLEARING	TREE	\$100.00	5	\$500.00			2	\$200.00
	2101.507	GRUBBING	TREE	\$100.00	5	\$500.00			2	\$200.00
	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00	480	\$1,440.00				
	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00	51	\$1,275.00			51	\$1,275.00
	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$4.00	487	\$1,948.00	48	\$184.00	535	\$2,132.00
	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00	48	\$1,150.00			20	\$500.00
	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$25.00	48	\$1,150.00			20	\$500.00
	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00	98	\$980.00			98	\$980.00
	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00	1474	\$1,474.00	282	\$282.00	1772	\$1,772.00
	2104.509	REMOVE CASTING	EACH	\$200.00	1	\$200.00	1	\$200.00	3	\$600.00
	2104.509	REMOVE CURB STOP AND BOX	EACH	\$500.00	2	\$1,000.00			2	\$1,000.00
	2104.509	REMOVE SANITARY CLEANOUT	EACH	\$500.00	2	\$1,000.00			2	\$1,000.00
	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00	1	\$1,000.00			1	\$1,000.00
	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	13	\$39.00			11	\$33.00
	2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	1111	\$1,111.00	224	\$224.00	1243	\$1,243.00
	2104.523	SALVAGE SIGN TYPE C	EACH	\$30.00	4	\$120.00			4	\$120.00
	2104.601	RELOCATE MAILBOXES AND SUPPORT	LUMP SUM	\$100.00	1	\$100.00			1	\$100.00
	2104.601	RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00	1	\$2,000.00	0.75	\$1,500.00	1	\$2,000.00
	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00	1	\$2,000.00	1	\$2,000.00	1	\$2,000.00
	2105.501	COMMON EXCAVATION	CU YD	\$10.00	520	\$5,200.00	280	\$2,800.00	540	\$5,400.00
	2105.604	DITCH EXCAVATION	SQ YD	\$3.00						
	2111.503	AGGREGATE BASE CVA CLASS 5	CU YD	\$20.00	280	\$5,600.00	180	\$3,600.00	408	\$8,160.00
	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00						
	2123.610	STREET SWEEPER (TYPE WET PICKUP)	HR	\$50.00						
	2130.501	WATER	M GAL	\$10.00						
	2215.501	FULL DEPTH RECLAMATION	SQ YD	\$1.00						
	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00						
	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00						
	2302.618	SPOT FULL DEPTH REPAIR	SQ YD	\$10.00						
	2360.501	TYPE SP 0.5 WEARING COURSE MIXTURE (2,C)	TON	\$40.00						
	2360.501	TYPE SP 0.5 WEARING COURSE MIXTURE (2,B)	TON	\$47.00						
	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00	47	\$2,350.00			47	\$2,350.00
	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00	51	\$2,550.00			51	\$2,550.00
	2503.602	MANHOLE ADJUSTING RINGS	EACH	\$50.00						
	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00	1	\$1,000.00			2	\$2,000.00
	2503.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00	2	\$2,000.00			2	\$2,000.00
	2504.501	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00	1	\$5,000.00	1	\$5,000.00	1	\$5,000.00
	2504.602	ADJUST VALVE BOX	EACH	\$200.00						
	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00	7.82	\$2,346.00	2.34	\$702.00	8.16	\$2,448.00
	2506.516	CASTING ASSEMBLY (700-7)	EACH	\$750.00	2	\$1,500.00	4	\$3,000.00	4	\$3,000.00
	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00						
	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00						
	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00	1	\$2,500.00			1	\$2,500.00
	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$25.00						
	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00						
	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	478	\$11,950.00	581	\$14,525.00	581	\$14,525.00
	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00	44	\$3,520.00	54	\$4,320.00	54	\$4,320.00
	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00						
	2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00	42	\$4,200.00	42	\$4,200.00	42	\$4,200.00
	2531.604	6" CONCRETE VALLEY GUTTER	SQ YD	\$100.00	53	\$5,300.00	53	\$5,300.00	53	\$5,300.00
	2531.618	TRUNCATED COMES	SQ FT	\$50.00	48	\$2,400.00	60	\$3,000.00	60	\$3,000.00
	2533.601	TRAFFIC CONTROL	LUMP SUM	\$12,000.00	0.15	\$1,800.00	0.15	\$1,800.00	0.15	\$1,800.00
	2564.500	DELINEATOR TYPE X4-13	EACH	\$85.00						
	2564.602	INSTALL SIGN	EACH	\$100.00	4	\$400.00				
	2565.602	RIGID PVC LOOP DETECTOR 6"X6"	EACH	\$1,000.00						
	2571.502	DECIDUOUS TREE 10' HT B&B	TREE	\$700.00	5	\$3,500.00	8	\$5,600.00	8	\$5,600.00
	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$120.00	3	\$360.00			4	\$480.00
	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00						
	2573.533	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00						
	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	108	\$3,180.00	188	\$5,640.00	188	\$5,640.00
	2575.505	SODDING TYPE LAWN	SQ YD	\$6.00	937	\$5,622.00				
	2575.604	SITE RESTORATION	SQ YD	\$4.50						
	2582.501	PAVEMENT MESSAGE PAINT	SQ FT	\$5.25	46	\$241.50				
	2582.502	4" SOLID LINE PAINT	LIN FT	\$0.45	1575	\$708.75				
	2582.502	6" SOLID LINE PAINT	LIN FT	\$1.50	114	\$171.00				
	2582.502	1/2" SOLID LINE PAINT	LIN FT	\$4.00						
	2582.502	4" BROKEN LINE PAINT	LIN FT	\$0.30						
	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	50	\$30.00				
	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00	46	\$2,300.00			20	\$1,000.00
	2611.4D	1-1/2" CURB STOP & BOX	EACH	\$1,500.00	2	\$3,000.00			2	\$3,000.00
	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00	46	\$2,300.00			20	\$1,000.00
	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00	2	\$1,000.00			2	\$1,000.00
	2621.4H	1" MANHOLE CONCRETE SECTION	EACH	\$2,000.00						
		SCOURSTOP TRANSITION MAT	SQ YD	\$150.00						

TOTALS: \$121,021.25 \$78,268.40 \$122,848.40
 AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE): \$1,684.52 \$6,142.42
 RETAINAGE RELEASED:
 PREVIOUS PAYMENTS \$40,121.10
 AMOUNT DUE: \$76,584.88

PARTIAL PAY ESTIMATE 1 - ATTACHMENT /
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L
MUNICIPAL PROJECT NUMBER 4416
 Thursday, August 25, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
	2021.901	MOBILIZATION	LUMP SUM	\$35,000.00	1	\$35,000.00	0.8	\$21,000.00	1	\$35,000.00
	2101.502	CLEARING	TREE	\$100.00	5	\$500.00			2	\$200.00
	2101.507	GRUBBING	TREE	\$100.00	5	\$500.00			2	\$200.00
	2102.502	PAVEMENT MARKING REMOVAL-PERMANENT	LIN FT	\$3.00	480	\$1,440.00				
	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00	51	\$1,275.00	3	\$75.00	54	\$1,350.00
	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$4.00	1287	\$5,148.00	46	\$184.00	1334	\$5,332.00
	2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00	48	\$1,150.00			20	\$500.00
	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$25.00	48	\$1,150.00			20	\$500.00
	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	\$10.00	130	\$1,300.00			151	\$1,510.00
	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00	1850	\$1,850.00	747	\$747.00	2397	\$2,397.00
	2104.509	REMOVE CASTING	EACH	\$200.00	13	\$2,600.00	1	\$200.00	15	\$3,000.00
	2104.509	REMOVE CURB STOP AND BOX	EACH	\$500.00	2	\$1,000.00			2	\$1,000.00
	2104.509	REMOVE SANITARY CLEANOUT	EACH	\$500.00	2	\$1,000.00			2	\$1,000.00
	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00	1	\$1,000.00			1	\$1,000.00
	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	283	\$849.00			189	\$567.00
	2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	2216	\$2,216.00	661	\$661.00	2519	\$2,519.00
	2104.523	SALVAGE SIGN TYPE C	EACH	\$30.00	4	\$120.00			4	\$120.00
	2104.601	RELOCATE MAILBOX AND SUPPORT	LUMP SUM	\$100.00	1	\$100.00			1	\$100.00
	2104.601	RELOCATE BUILDING SIGN	LUMP SUM	\$2,000.00	1	\$2,000.00	0.75	\$1,500.00	1	\$2,000.00
	2104.601	SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00	1	\$2,000.00	1	\$2,000.00	1	\$2,000.00
	2105.501	COMMON EXCAVATION	CU YD	\$10.00	1440	\$14,400.00	280	\$2,800.00	1460	\$14,600.00
	2105.504	DITCH EXCAVATION	SQ YD	\$3.00	835	\$2,505.00	1357	\$4,071.00	1357	\$4,071.00
	2211.903	AGGREGATE BASE (C/A CLASS 5)	CU YD	\$20.00	280	\$5,600.00	186	\$3,720.00	415	\$8,300.00
	2212.903	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00	20	\$2,000.00			20	\$2,000.00
	2123.910	STREET SWEEPER (TYPE WET PICKUP)	HOUR	\$50.00	23	\$1,150.00	3	\$150.00	3	\$150.00
	2130.501	WATER	MGAL	\$10.00	100	\$1,000.00			110	\$1,100.00
	2215.501	FULL DEPTH RECLAMATION	SQ YD	\$1.00	9480	\$9,480.00			9480	\$9,480.00
	2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00	62338	\$62,338.00	62338	\$62,338.00	62338	\$62,338.00
	2302.504	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00	68	\$680.00				
	2302.618	SCOT FULL DEPTH REPAIR	TON	\$40.00	1010	\$40,400.00	2219	\$88,760.00	2219	\$88,760.00
	2303.501	TYPE SP P-5 WEARING COURSE MIXTURE (2,B)	TON	\$40.00	7170	\$286,800.00	7361.58	\$294,462.40	7361.58	\$294,462.40
	2303.501	TYPE SP P-5 WEARING COURSE MIXTURE (2,C)	TON	\$47.00	2615	\$122,925.00	1010.97	\$47,515.59	2310.97	\$108,615.59
	2503.541	12" RC PIPE SEWER DESIGN 3008 CLASS V	LIN FT	\$50.00	47	\$2,350.00	42	\$2,100.00	89	\$4,450.00
	2503.541	15" RC PIPE SEWER DESIGN 3008 CLASS V	LIN FT	\$50.00	51	\$2,550.00	57	\$2,850.00	51	\$2,550.00
	2503.902	MANHOLE ADJUSTING RINGS	EACH	\$50.00	20	\$1,000.00	27	\$1,350.00	27	\$1,350.00
	2503.902	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00	1	\$1,000.00			2	\$2,000.00
	2503.902	CONNECT TO EXISTING WATER SERVICE	EACH	\$1,000.00	2	\$2,000.00			2	\$2,000.00
	2504.601	INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00	1	\$5,000.00	1	\$5,000.00	1	\$5,000.00
	2504.602	ADJUST VALVE BOX	EACH	\$200.00	16	\$3,200.00	2	\$400.00	15	\$3,000.00
	2505.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00	7.82	\$2,346.00	8.58	\$2,574.00	14.4	\$4,320.00
	2506.516	CASTING ASSEMBLY (700-7)	EACH	\$750.00	6	\$4,500.00	6	\$4,500.00	6	\$4,500.00
	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00	12	\$6,000.00			12	\$6,000.00
	2506.602	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00	23	\$11,500.00	11	\$5,500.00	15	\$7,000.00
	2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00	1	\$2,500.00			1	\$2,500.00
	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00	262	\$5,240.00			268	\$5,320.00
	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00	673	\$16,825.00	81	\$2,025.00	595	\$18,400.00
	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	613	\$15,325.00	581	\$14,525.00	780	\$19,500.00
	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00	81	\$6,480.00	60.67	\$4,853.60	60.67	\$4,853.60
	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00	32	\$3,200.00			33.2	\$3,320.00
	2531.903	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	\$100.00	42	\$4,200.00	42	\$4,200.00	42	\$4,200.00
	2531.904	8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00	53	\$5,300.00	53	\$5,300.00	53	\$5,300.00
	2531.918	TRUNCATED DORIES	SQ FT	\$50.00	108	\$5,400.00	80	\$4,000.00	80	\$4,000.00
	2563.001	TRAFFIC CONTROL	LUMP SUM	\$12,000.00	1	\$12,000.00	0.75	\$9,000.00	1	\$12,000.00
	2564.500	DELINEATOR TYPE X4-13	EACH	\$65.00	16	\$1,040.00				
	2564.602	INSTALL SIGN	EACH	\$100.00	4	\$400.00				
	2565.602	RIGID PVC LOOP DETECTOR 6X6	EACH	\$1,000.00	6	\$6,000.00			2	\$2,000.00
	2571.502	DECIDUOUS TREE 10' HT B&B	TREE	\$700.00	5	\$3,500.00	10	\$7,000.00	10	\$7,000.00
	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$120.00	28	\$3,360.00			24	\$2,880.00
	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00	400	\$2,000.00	30	\$150.00	440	\$2,200.00
	2573.533	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00	2	\$2,000.00				
	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	655	\$19,650.00				
	2575.505	SODDING TYPE LAWN	SQ YD	\$5.00	937	\$4,685.00	190	\$950.00	180	\$900.00
	2575.604	SITE RESTORATION	SQ YD	\$4.50	9414	\$42,363.00	204	\$918.00	204	\$918.00
	2582.501	PAVEMENT MESSAGE PAINT	SQ FT	\$5.25	190	\$997.50	128	\$672.00	128	\$672.00
	2582.502	4" SOLID LINE PAINT	LIN FT	\$0.45	2465	\$1,112.25	852	\$383.40	852	\$383.40
	2582.502	6" SOLID LINE PAINT	LIN FT	\$1.50	204	\$3,060.00				
	2582.502	12" SOLID LINE PAINT	LIN FT	\$4.00	125	\$500.00	130	\$520.00	130	\$520.00
	2582.502	4" BROKEN LINE PAINT	LIN FT	\$0.30	3274	\$982.20	100	\$300.00	100	\$300.00
	2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	6270	\$3,762.00	1621	\$972.80	1621	\$972.80
	2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	LIN FT	\$50.00	48	\$2,400.00			20	\$1,000.00
	2621.4D	1-1/2" CURB STOP & BOX	EACH	\$1,500.00	2	\$3,000.00			2	\$3,000.00
	2621.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$50.00	48	\$2,400.00			20	\$1,000.00
	2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	EACH	\$500.00	2	\$1,000.00			2	\$1,000.00
	2621.4H	1" MANHOLE CONCRETE SECTION	EACH	\$2,000.00	1	\$2,000.00			1	\$2,000.00
	-	SCOURSTOP TRANSITION MAT	SQ YD	\$150.00	11	\$1,650.00	2	\$300.00	6	\$900.00
TOTALS:						\$806,167.45		\$545,577.09		\$741,858.09
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE):								\$22,168.12		\$37,092.90
RETAINAGE RELEASED:								\$4,703.31		
PREVIOUS PAYMENTS										\$176,652.90
AMOUNT DUE:								\$528,112.29		\$528,112.29



MEMO

Date: June 27, 2016
To: **Baxter Utilities Commission**
From: Aric Welch
Cc: Trevor Walter
Project Name: Dellwood, Novotny, Inglewood and Independence Improvements
Project No.: 0102B0274.000
Subject: **Project Update**

Brainerd/Baxter
 7804 Industrial Park Road
 PO Box 2720
 Baxter, MN 56425-2720

218.829.5117
 218.829.2517
 Brainerd@wsn.us.com
 WidsethSmithNolting.com

Work Completed Since Last Update

No work was completed since the last update.

Project Schedule

Address warranty items as needed.

Easements

One roadway easement remains to be signed. All the necessary documents have been supplied to the property owner. We have tried numerous times over the summer to contact the property owner but we have received no response to our phone calls and emails.

The vacation hearing to complete the Positive Realty, Mau and Tanner property has scheduled for October 4, 2016.

Hilltop Trailer Sales easement is still being held up by the bank financing the property.

Changes

We have completed our review of the Contractor's change order request (see Change Order No. 4). Our review and recommendation along with the change order have been sent to the Contractor. The Contractor has not commented on our recommendation.

Potential Law Suit

We are not aware of any resolution to the potential law suit between the Contractor and sub-contractor regarding the directional drilled pipe between Novotny Road and Audubon Way.

Date of Issuance:	Effective Date:	Council Approval
Owner: City of Baxter	Owner's Contract No.:	4063, 4105, 4107
Contractor: R.L. Larson Excavating, Inc.	Contractor's Project No.:	
Engineer: Widseth Smith Nolting	Engineer's Project No.:	0102B0274.000
Project: 2015 Dellwood Drive, Novotny Road, Inglewood Drive and Independence Road Utility and Roadway Improvements	Contract Name:	Municipal Project Numbers 4063, 4105 and 4107

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

Description: See WSN Letter Dated August 22, 2016

Attachments: Change Order Summary and WSN Letter Dated August 22, 2016

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$1,530,029.37</u>	Original Contract Times: Substantial Completion: <u>October 23, 2015</u> Ready for Final Payment: <u>November 6, 2015</u> days or dates
Increase from previously approved Change Orders: <u>\$ 30,774.25</u>	Increase from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$ 1,560,803.62</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 6, 2015</u> Ready for Final Payment: <u>November 20, 2015</u> days or dates
Increase of this Change Order: <u>\$ 16,606.10</u>	Increase of this Change Order: Substantial Completion: <u>May 26, 2016</u> Ready for Final Payment: <u>June 9, 2016</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 1,577,409.72</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 26, 2016</u> Ready for Final Payment: <u>June 9, 2016</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: _____	Title _____	Title _____	Title _____	Title _____	Title _____
Date: _____	Date _____	Date _____	Date _____	Date _____	Date _____

CONTRACT CHANGE ORDER SUMMARY		ORDER NO. 4
CONTRACT FOR: DELLWOOD DR, NOVOTNY RD, INGLEWOOD DR & INDEPENDENCE RD IMPROVEMENTS MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107		DATE: August 22, 2016
OWNER: CITY OF BAXTER		STATE: MINNESOTA
TO: RL LARSON EXCAVATING, INC.		COUNTY: CROW WING

Description of Changes				DECREASE in Contract Price	INCREASE in Contract Price
Listing of Changes:					
	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>		
1. DRAINAGE STRUCTURE BY HART	1	LUMP SUM	\$1,377.00		\$1,377.00
2. EXTEND PIPE INLET ON DELLWOOD DR.	1	LUMP SUM	\$1,472.06		\$1,472.06
3. IRRIGATION SYSTEM REPAIRS	1	LUMP SUM	\$1,932.00		\$1,932.00
4. EXTEND CULVERT ON INGLEWOOD DRIVE	1	LUMP SUM	\$3,127.24		\$3,127.24
5. EXTEND CULVERT AT TH 210 (EAST)	1	LUMP SUM	\$1,505.60		\$1,505.60
6. EXTEND CULVERT AT TH 210 (WEST)	1	LUMP SUM	\$2,011.20		\$2,011.20
7. SANITARY SEWER CLEANOUT BOXES	1	LUMP SUM	\$541.00		\$541.00
8. INSTALL FLEXAMAT FLUMES	1	LUMP SUM	\$2,420.00		\$2,420.00
9. RELOCATE SAN. SEW. MH 7	1	LUMP SUM	\$1,800.00		\$1,800.00
15. PAVEMENT MARKING MODIFICATIONS	1	LUMP SUM	\$420.00		\$420.00
CHANGE ORDER TOTALS:				\$0.00	\$16,606.10
NET CHANGE IN CONTRACT PRICE:					\$16,606.10

JUSTIFICATION:

See WSN Letter Dated August 22, 2016.

The amount of the Contract will be increased by the sum of:

Thirty Thousand Seven Hundred Seventy Four and 25/100

Dollars(\$16,606.10).

The Contract Total including this and previous Change Orders will be:

One Million Five Hundred Sixty Thousand Eight Hundred Three and 62/100

Dollars(\$1,577,409.72).



August 22, 2016

Greg Philippi
RL Larson Excavating, Inc.
2255 12th Street SE
St. Cloud, MN 56304

Brainerd/Baxter
7804 Industrial Park Road
PO Box 2720
Baxter, MN 56425-2720

218.829.5117
218.829.2517
Brainerd@wsn.us.com

WidethSmithNotting.com

Re: Claim for Additional Work
Dellwood Drive, Novotny Road, Inglewood Drive and Independence Road Improvements
Municipal Project Numbers 4063, 4105 and 4107
Baxter, Minnesota
WSN Job No. 0102B0274.000

Dear Mr. Philippi:

This letter is written in response to the attached claims dating from August 8, 2015 to June 14, 2016. The letter will be copied to the City and will serve as the Engineer's recommendation and formal action regarding the associated claims.

Our review and recommendation on each claim is as follows:

- 1. **Drainage Structure by HART** Requested Change in Contract Price: **\$3,135.25**
Date: 04-18-16

The original plan called for a storm sewer pipe apron inlet in front of the HART property to pick up drainage overflows from the ditch. During the final walkthrough, the City staff and Engineer determined the apron needed to be replaced with a structure to better fit with the existing ground between the curb and HART property. The reason the apron did not fit the ditch was the addition of the right-turn lane that was requested by the County.

The Contractor is requesting a total of \$3,135.35 based on material and crew time to complete the requested work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is \$1,758.25. The remaining \$1,377.00 is eligible for compensation because of the additional work required including hand building the structure.

Engineer's Recommendation Change in Contract Price: **\$1,377.00**

- 2. **Extend Pipe Inlet on Dellwood Dr.** Requested Change in Contract Price: **\$1,946.06**
Date: 04-18-16

The plans called for an apron inlet on the west side of Dellwood Drive across from the HART property. During the final walkthrough, City staff and the Engineer determined the apron needed to be extended farther west to better fit with the ditch grading.

The Contractor is requesting a total of \$1,946.06 based on material and crew time to complete the requested work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is \$474.00. The remaining \$1,472.06 is eligible for compensation because of the additional work required.

Engineer's Recommendation Change in Contract Price: **\$1,472.06**

3. Irrigation System Repairs Requested Change in Contract Price: **\$1,870.00**
Date: 5-25-16

Grading work on Inglewood Drive required modifications to the existing irrigation systems at 13802 Cherrywood Drive and 6519 John Street. The total cost to complete the irrigation repair work was \$1,870.00 which includes \$1,700.00 from Dan's Sod Service LLC and a 10% markup.

There was also additional irrigation system repair work completed for Christ Evangelical Lutheran Church. This work was invoiced directly to Christ Lutheran Evangelical Lutheran Church in the amount of \$140.00. In accordance with the easement agreement between the Church and City, irrigation system repairs should have been the responsibility of the City. The Contractor should reimburse the Christ Lutheran Evangelical Lutheran Church for these costs and the costs should be added to the change order.

The Contractor has indicated a 10% markup on Subcontractor costs. In accordance with General Conditions 11.04.C.2.b, only a 5% markup is allowed. Based on a 5% markup, the Contractor would be eligible to receive \$1,785.00 for the work completed by Dan's Sod Service and \$147.00 for the work invoiced directly to Christ Evangelical Lutheran Church.

Engineer's Recommendation Change in Contract Price: **\$1,932.00**

4. Extend Culvert on Inglewood Drive Requested Change in Contract Price: **\$3,515.24**
Date: 04-18-16

This work is related to a previous change order request to complete additional grading work along the east side of Inglewood Drive. The additional grading work was completed at the direction of the Engineer to create a 4:1 slope vs. a 3:1 slope called for in the plans. The change in slope required the extension of the culvert to fit revised slope work completed last fall.

The Contractor is requesting a total of \$3,515.24 based on material and crew time to complete the requested work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is \$388.00. It is our determination the additional \$3,127.24 is eligible for compensation by change order based on the work completed.

Engineer's Recommendation Change in Contract Price: **\$3,127.24**

5. Extend Culvert at TH 210 (east) Requested Change in Contract Price: **\$2,031.60**
Date: 08-15-15

This work is related to a grading change requested by the Engineer during construction. The roadway and radius off of TH 210 were widened during construction to lengthen the right turn lane onto Fairview Road. This change required the culvert to be extended farther to the east. This work was not included or shown in the original plan set. Our records do indicate the work was completed on 10-30-15 and not 08-15-15 as shown in the Contactor's submittal.

The Contractor is requesting a total of \$2,031.60 based on material and crew time to complete the requested work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is \$526.00. It is our determination the additional \$1,505.60 is eligible for compensation by change order based on the work completed.

Engineer's Recommendation Change in Contract Price: **\$1,505.60**

6. Extend Culvert at TH 210 (west) Requested Change in Contract Price: \$2,813.20
Date: 08-15-15

The plan called for a 30' extension of the culvert to the west side of Inglewood Drive. After grading work was completed for the trail and pond, it was determined by City staff and the Engineer the culvert needed to be extended farther west. Our records do indicate the work was completed on 10-26-15 and not 08-15-15 as shown in the Contactor's submittal.

The Contractor is requesting a total of \$2,813.20 based on material and crew time to complete the additional work as directed by the Engineer. Some of the material and installation costs have already been paid or will be paid on the next pay estimate. The total to be paid using unit bid prices is \$802. It is our determination the additional \$2,011.20 is eligible for compensation by change order based on the work completed.

Engineer's Recommendation Change in Contract Price: \$2,011.20

7. Sanitary Sewer Cleanout Boxes Requested Change in Contract Price: \$2,341.00
Date: 04-19-16

The work is associated with supplying and placing irrigation boxes over the sanitary sewer service cleanouts on Dellwood Drive and Novotny Road. The plans were completed in 2015 before the City added irrigation boxes to the standard details. City staff and the Engineer requested the change during construction.

The Contractor is requesting a total of \$2,341.00 based on material and labor to complete the additional work as directed by the Engineer. The labor costs will be paid on the next pay estimate using the Common Laborers bid item. It is our determination the additional \$541.00 for materials is eligible for compensation by change order.

Engineer's Recommendation Change in Contract Price: \$541.00

8. Install Flexamat Flumes Requested Change in Contract Price: \$3,923.50
Date: 04-20-16

The Contractor is requesting a total of \$3,923.50 to supply and install Flexamat flumes on the Dellwood Drive and Novotny Road project. The Flexamat flumes were requested by City staff and the Engineer to prevent erosion at the end of the curb & gutter spillways on TH 371 and at Edina Realty. The flexamat flumes took the place of the concrete flumes that were shown in the plans.

The costs claimed by the Contractor appear high for the work completed. Based on a call to Brock White, material costs for the Flexamat are approximately \$6.00/SF. The Contractor installed a total of 104.25 SF, therefore the total material cost should be about \$650. Our observations indicate it took about 1.5 hours per installation with two laborers and a skidsteer. There were four installations total. Based on the \$85/hour labor rate bid for the project and the skidsteer rate of \$125/hour listed in the Contractors rate sheet, the total cost for labor and equipment should be \$1,770.00.

Engineer's Recommendation Change in Contract Price: \$2,420.00

9. Relocate San. Sew. MH 7 Requested Change in Contract Price: \$2,000.00
Date: 10-27-15 to 10-28-15

The Contractor is requesting a total of \$2,000.00 to relocate drainage structure (DS) 7 on Dellwood Drive. The location of this structure was changed by the Engineer because the roadway profile needed to be changed to accommodate the right-turn lane requested by the County. Our observer agreed to 1 hour of down time or \$800.00 on 10-27-15 because there was not enough 18" pipe on site to complete the line to DS 7. The Contractor did continue working on 10-27-15 and set DS 7.

On 10-29-15 (not 10-28-15 as shown in the Contractor's submittal) the remaining 46' of 18" pipe was installed to DS 7. Our records do not indicate additional time was spent to excavate and side dig the pipe; however, the trench was backfilled and reopened again on 10-29-16 which would take additional time.

Since the delay was not caused by the Contractor, it is our determination the Contractor is eligible to receive additional compensation. On 10-27-15 our observer and the superintendent for the Contractor agreed to \$800.00. The additional time to excavate and side dig the pipe to DS 7 appears reasonable considering that the trench had to be reopened and the pipe needed to be installed with DS 7 in place.

Engineer's Recommendation **Change in Contract Price: \$1,800.00**

10. Repair Damaged Curbs **Requested Change in Contract Price: \$15,984.59**
Date: 10-27-15

The Contractor is requesting a total of \$15,984.59 to make the necessary repairs to the concrete curb & gutter on Dellwood Drive and Novotny Road. The concrete replacement was necessary to repair cracked curb and snow plow damage.

In the Agreement for Change Order 2, the Contractor agreed to hold all unit prices through completion of the project. Based on our records and the walkthrough completed on April 14, 2016, the City is responsible for the following items which have already been paid for on PE 6 in the amount of \$5,017.00.

Remove Curb & Gutter	108.5 LF
Concrete Curb & Gutter Design B624	223.5 LF
8" Concrete Valley Gutter	17 SY

The remaining items are the Contractor's responsibility. Any price increases as a result of the work suspension last fall including increased subcontractor costs are the Contractor's responsibility and are not eligible for additional compensation.

Engineer's Recommendation **Change in Contract Price: \$0**

11. Additional Removals **Requested Change in Contract Price: \$2,889.90**
Date: 05-04-16

The Contractor is requesting additional quantities for certain unit bid items. These items will be settled when final quantities are calculated and agreed upon.

Engineer's Recommendation **Change in Contract Price: \$0**

12. Work Around Utilities on Dellwood Drive **Requested Change in Contract Price: \$44,160.00**
Date: 10-14-15 to 10-20-15

The Contractor is requesting a total of \$44,160.00 for additional work completed to dig around underground utilities on Dellwood Drive. The Contractor claims additional time was spent to dig around the new relocated facilities and old facilities that were not abandoned. Additional information was requested from the Contractor including detailed records and pictures but none was submitted.

We have no records of the Contractor bringing this issue up during the installation of the sanitary sewer, water or storm sewer pipe construction on Dellwood Drive or Novotny Road. This issue was also never discussed during the weekly construction meetings. General Conditions 12.01.B requires claims to be submitted within 30-days of the event resulting in the claim. There was no claim, written or verbal, delivered to the Owner and Engineer within the specified time frame. Because no written

claim was submitted in the required time frames and both the Engineer and Owner were unaware of the issue, the claim is denied.

Engineer's Recommendation	Change in Contract Price:	\$0.00
13. Added Class 5 For Driveway	Requested Change in Contract Price:	\$939.73
Date: 05-15-16		

This item will be addressed as a regular unit pay item on the next pay estimate.

Engineer's Recommendation	Change in Contract Price:	\$0.00
14. Replace Bike Signage	Requested Change in Contract Price:	\$1,275.00
Date: 02-05-16		

The Contractor is requesting a total of \$1,275.00 to replace the "No Parking Bike Lane" signs on Inglewood Drive. The signs initially installed by the Contractor were 12" x 18". This sign typically comes in either 12" x 18" or 18" x 24". The plan contained a typo and called for 24" x 24" signs. The City standard is the larger 18" x 24". The subcontractor admitted they noticed the error but did not request clarification from the Engineer. Instead they ordered and installed 12" x 18" signs because that is the standard size for this sign as listed in the Minnesota Manual on Uniform Traffic Control Devices.

It is our opinion the Contractor should have notified the Engineer after noticing the typo in the plan and requested clarification. It was our intent to specify the larger 24" sign. It is our determination the signs should be paid at the appropriate unit bid price with no additional compensation for the replacement costs.

Engineer's Recommendation	Compensation Based on Unit Prices:	\$0
15. Pavement Marking Modifications	Requested Change in Contract Price:	\$440.00
Date: 06-14-16		

The Contractor is requesting a total of \$440.00 to grind off and replace the turn lane indicator arrows on east bound Fairview Road. The arrows were shown incorrectly on the plan and marked incorrectly in the field by the Engineer.

The work was completed at the direction of the Engineer. It is our determination the Contractor's claimed costs are appropriate except for the 10% markup. The maximum markup allowed by contract is 5%. Wiseth Smith Nolting takes responsibility for this item and will settle the additional cost with the City.

Engineer's Recommendation	Compensation Based on Unit Prices:	\$420.00
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Summary of Contractor Claims and Engineer's Recommendation

	Contractor's Requests Change in Contract Price	Engineer's Recommended Change in Contract Price
Item 1	\$3,135.25	\$1,377.00*
Item 2	\$1,946.06	\$1,472.06*
Item 3	\$1,870.00	\$1,932.00
Item 4	\$3,515.24	\$3,127.24*
Item 5	\$2,031.60	\$1,505.60*
Item 6	\$2,813.20	\$2,011.20*
Item 7	\$2,341.00	\$541.00*
Item 8	\$3,923.50	\$2,420.00

Item 9	\$2,000.00	\$1,800.00
Item 10	\$15,984.59	\$0
Item 11	\$2,889.90	\$0
Item 12	\$44,160.00	\$0
Item 13	\$939.73	\$0
Item 14	\$1,275.00	\$0
Item 15	\$440.00	\$420.00
Total	<u>\$89,265.07</u>	<u>\$16,606.10</u>

Based on our review of the Contractor submittals and available construction records and documentation, we have determined the Contractor is eligible to receive a change in contract price of \$16,606.10. Please note, items denoted with an * above under the Engineer's recommendation will receive additional compensation through the regular bid items on a pay estimate.

This letter will serve as the Engineer's recommendation on all attached correspondence and a change order will be prepared reflecting the decisions outlined above. In accordance with the General Conditions, the Engineer's decision is final and binding. If you are not in agreement with the Engineer's determination, please refer to General Conditions Article 12.

Please feel free to give me a call if you have any questions regarding our review and recommendations as presented.

Sincerely,

Widseth Smith Nolting & Associates, Inc.


Aric Welch, P.E.

Enc.

Cc: Trevor Walter, City of Baxter

Baxter Extra Work Performed

Job #414

4/18/2016 remove Apron in front of Hart Add 8' of 12" pipe construct cb

Material	\$1,135.25
2 hrs crew time	\$2,000.00
total	\$3,135.25

4/18/2016 remove apron across road from hart install 8' of 12" pipe reinstall apron

Material	\$196.06
Salvage/Reinstall	\$250.00
1.5 hrs crew time	\$1,500.00
total	\$1,946.06

5/25/2016 replace irrigation system on inghwood drive Dan's Sod Service

Material & labor	\$1,700.00
10%	\$170.00
Total	\$1,870.00

4/18/2016 Remove 18" apron on Inglewood Drive install 4' of pipe reinstall apron

Material	\$265.24
salvage/reinstall	\$250.00
3 hrs crew time	\$3,000.00
Total	\$3,515.24

8/15/2015 remove apron east side Inglewood dr and 210 add 8' of p 18" pipe

Material	\$281.60
Salvage/Reinstall	\$250.00
1.5 hrs crew time	\$1,500.00
Total	\$2,031.60

8/15/2015 remove apron west side Inglewood dr and 210 add 16' of 18" pipe

Material	\$563.20
Salvage/Reinstall	\$250.00
2 hrs crew time	\$2,000.00
Total	\$2,813.20

4/19/2016 Install boxes over sewer clean-outs not on plan

Material	\$541.00
Labor	\$1,800.00
Total	\$2,341.00

4/20/2016 Install 7 ea flex-mat flumes on Dellwood and Novotny

Material	\$1,123.50
Labor	\$2,800.00
Total	\$3,923.50

10/27/2015 1 hr down time mh 7 location moved without plan change had to backfill and move crew time \$1,000.00 short of pipe reorder more

10/28/2015 reopen pipe end and side dig to mh 7 set rest of pipe, 1 hr extra time spent digging and laying sideways crew time 1 hr \$1,000.00

5/5/2016 repair damaged curbs snow plows - Additional C&G - Valley Gutters, Landmark Conc.
Invoice # 0284-2015-22, Attached

Total	\$14,531.44
10%	\$1,453.15
Grand Total	\$15,984.59

5/4/2016 RL Larson - Additional removals and sawcutting

line item

#8	147.5 lf	\$737.50
#9	183 Syd	\$329.40
#17	8 lf	\$40.00
#18	301 lf	\$903.00
8A	44cyd	\$880.00
Total		\$2,889.90

10/14/2015 thru 10/20/2015 Extra work to dig around new and old utilities, plowed in but not completed
had to dig around both live lines, doubled our time for each install, change of conditions.
Sheet attached with extra time and cost

total cost \$44,160.00

5/15/2016 add additional class 5 for extra driveway to rental property

54.69 cyd class 5 \$939.73

2/5/2016 replace bike signs, change order

15 ea - @ 85.00 \$1,275.00

6/14/2016 remove arrows on fairview and inglewood

new arrows per unit cost to reinstall

L.S. \$400.00

10% \$40.00

Total \$440.00

\$3,135.25

\$1,946.06

\$1,870

3515.24

2031.6

2813.2

2341

3923.5

1000

1000

15984.59

2889.9

44160

939.73

1275

440

Total

\$89,265.07

LANDMARK CONCRETE, INC.
 18600 Ulysses Street NE
 East Bethel, MN 55011
 Ph: (763) 434-0310 / Fax: (763) 434-0315

INVOICE 7-
0284-2015-22

SOLD TO:

R L LARSON EXCAVATING, INC.
 2255 12TH ST SE
 ST CLOUD, MN 56304-9705

2015-22
 Dellwood drive and Novotny Road
 SAP 230-116-001
 SAP 230-114-001
 Baxter, MN

INVOICE DATE	PAYMENT TERMS	YOUR ORDER #
5/9/2016		0284

Qty	Item	Unit	Price	Amount
264.00	replace curb on Novatny	LF	\$25.8400	\$6,821.76
49.00	replace curb at Holiday Inn	LF	\$25.8400	\$1,266.16
172.00	replace curb on Dellwood	LF	\$25.8400	\$4,444.48
16.00	installation of new valley gutter by Edina Reality	SY	\$65.0000	\$1,040.00
18.00	replace 6" concrete driveway pavement on Dellwood & Novatny	SY	\$53.2800	\$959.04

Comments: for work completed Thursday, May 5, 2016

SUBTOTAL:	\$14,531.44
FREIGHT:	\$0.00
7.1250% TAX:	\$0.00
Retainage:	\$0.00
TOTAL	\$14,531.44
AMOUNT DUE	\$14,531.44

PAYMENTS:

+ 10% \$14,531.5

\$15,984.59

Finance charges of 1.5% per month or 18% per annum are added to balances over 30 days

Invoice



18381 State Hwy. 371 N
Brainerd MN 56401

Date	Invoice #
5/31/2016	3049

Bill To
Christ Luthern Church 13815 Cherrywood Dr. Baxter MN 56425 Don Mark 612-991-5413

Ship To

P.O. No.	Terms	Due Date	Project
		5/31/2016	

Qty.	Description	Rate	Amount
5	Rain Bird 5004+ Turf Head	13.00	65.00
	Service Call- Replaced heads and flushed lines along new path.	75.00	75.00
	Broken heads from work done along new path		

yardcreations.net		A finance charge of 1.5% per month will be assessed on past due balances.	Subtotal	\$140.00
Phone #	Fax #		Sales Tax (6.875%)	\$0.00
218-828-4130	218-828-4130	You can now pay on your account online with Intuit Paymentnetwork at this web site https://ipn.intuit.com/	Total	\$140.00
			Payments/Credits	\$0.00
		adam@yardcreations.net	Balance Due	\$140.00

PARTIAL PAYMENT ESTIMATE
NUMBER 7

Name of Contractor:		R.L. Larson Excavating, Inc. 2255 12th Street SE St Cloud, MN 56304			
Name of Owner:		City of Baxter PO Box 2628 Baxter, MN 56425			
Date of Completion:		Amount of Contract:		Dates of Estimate:	
Original: See Agreement		Original: \$1,530,028.37		From: 4/22/16	
Revised: See Change Order 2		Revised: \$1,577,409.72		To: 5/27/16	

Description of Project:
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
BAXTER, MN

ITEM NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
BASE BID									
2021.501	MOBILIZATION	1	LUMP SUM	\$70,000.00	\$70,000.00			1	\$70,000.00
2101.501	CLEARING	0.52	ACRE	\$5,000.00	\$2,600.00			0.65	\$3,250.00
2101.502	CLEARING	58	TREE	\$150.00	\$8,700.00			66	\$9,900.00
2101.506	GRUBBING	0.52	ACRE	\$5,000.00	\$2,600.00			0.65	\$3,250.00
2101.507	GRUBBING	58	TREE	\$150.00	\$8,700.00			62	\$9,300.00
2104.501	REMOVE SEWER PIPE (STORM)	22	LN FT	\$10.00	\$220.00			27	\$270.00
2104.501	REMOVE WATER SERVICE PIPE	20	LN FT	\$10.00	\$200.00			30	\$300.00
2104.501	REMOVE CURB AND GUTTER	76	LN FT	\$5.00	\$380.00				
2104.505	REMOVE BITUMINOUS PAVEMENT	16296	SQ YD	\$1.80	\$29,332.80	-24.5	(\$122.50)	295.5	\$1,477.50
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	49	SQ YD	\$8.00	\$392.00			18491	\$29,683.80
2104.509	REMOVE CONCRETE APRON	1	EACH	\$50.00	\$50.00			180	\$1,080.00
2104.509	REMOVE CATCH BASIN	1	EACH	\$100.00	\$100.00			1	\$100.00
2104.509	REMOVE SIGN TYPE C	19	EACH	\$25.00	\$475.00			17	\$425.00
2104.509	REMOVE VALVE BOX	2	EACH	\$200.00	\$400.00			2	\$400.00
2104.509	REMOVE CURB STOP & BOX	3	EACH	\$300.00	\$900.00			3	\$900.00
2104.509	REMOVE DELINEATOR	5	EACH	\$24.00	\$120.00			4	\$100.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	441	LN FT	\$5.00	\$2,205.00			37	\$185.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	330	LN FT	\$3.00	\$990.00			1154	\$3,482.00
2104.521	SALVAGE FENCE	357	LN FT	\$10.00	\$3,570.00			97	\$970.00
2104.523	SALVAGE SIGN	20	EACH	\$25.00	\$500.00			20	\$500.00
2104.523	SALVAGE HYDRANT & VALVE	2	EACH	\$425.00	\$850.00			2	\$850.00
2104.523	SALVAGE PIPE APRON	2	EACH	\$100.00	\$200.00	4	\$400.00	8	\$800.00
2105.501	COMMON EXCAVATION (P)	7512	CU YD	\$10.00	\$75,120.00			8647	\$86,470.00
2105.505	MUCK EXCAVATION	1000	CU YD	\$10.00	\$10,000.00			1000	\$10,000.00
2105.522	COMMON BORROW (CV)	7191	CU YD	\$9.40	\$67,595.40			7511	\$70,503.40
2105.601	DEWATERING	0.95	LUMP SUM	\$62,000.00	\$58,900.00			1	\$62,000.00
2118.501	AGGREGATE SURFACING CLASS 5	26	TON	\$20.00	\$520.00	20	\$400.00	20	\$400.00
2123.501	COMMON LABORERS	30	HOURL	\$85.00	\$2,550.00	21	\$1,785.00	21	\$1,785.00
2123.503	MOTOR GRADER	20	HOURL	\$170.00	\$3,400.00				
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	32	HOURL	\$100.00	\$3,200.00			11	\$1,100.00
2130.501	WATER	100	M GALLON	\$30.00	\$3,000.00				
2211.501	AGGREGATE BASE CLASS 5	173	TON	\$20.00	\$3,460.00	55	\$1,100.00	223	\$4,460.00
2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	4304	CU YD	\$17.00	\$73,168.00			4304	\$73,168.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	5421	TON	\$55.00	\$298,155.00			5623.67	\$309,301.65
2501.514	18" RC PIPE CULVERT	112	LN FT	\$34.50	\$3,864.00			132	\$4,554.00
2501.515	12" RC PIPE APRON	5	EACH	\$400.00	\$2,000.00			5	\$2,000.00
2501.515	18" RC PIPE APRON	4	EACH	\$475.00	\$1,900.00			4	\$1,900.00
2501.573	INSTALL PIPE APRON	2	EACH	\$150.00	\$300.00	2	\$300.00	6	\$900.00
2503.541	12" RC PIPE SEWER DES 3006 CL V	1203	LN FT	\$28.00	\$33,684.00	8	\$224.00	1174	\$32,872.00
2503.541	15" RC PIPE SEWER DES 3006 CL V	768	LN FT	\$30.00	\$23,040.00			617	\$18,510.00
2503.541	18" RC PIPE SEWER DES 3006 CL III	678	LN FT	\$32.00	\$21,696.00			780	\$24,320.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	1	EACH	\$900.00	\$900.00			1	\$900.00
2503.602	CONNECT TO EXISTING MANHOLES (SAN)	1	EACH	\$2,400.00	\$2,400.00			1	\$2,400.00
2504.602	ADJUST VALVE BOX	2	EACH	\$200.00	\$400.00			1	\$200.00
2504.602	CONNECT TO EXISTING SEWER SERVICE	3	EACH	\$450.00	\$1,350.00			4	\$1,800.00
2504.602	CONNECT TO EXISTING WATER SERVICE	6	EACH	\$510.00	\$3,060.00			2	\$1,020.00
2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	2770	LN FT	\$1.25	\$3,462.50			2778	\$3,472.50
2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	778	LN FT	\$1.25	\$972.50			1019	\$1,273.75
2504.602	CONNECT TO EXISTING WATER MAIN	2	EACH	\$950.00	\$1,900.00			4	\$3,800.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	55.13	LN FT	\$425.00	\$23,430.25	5.11	\$2,171.75	56.74	\$24,114.50
2506.501	CONSTRAIN DRAINAGE STRUCTURE DESIGN 48-4020	32.71	LN FT	\$250.00	\$8,177.50			32.71	\$8,177.50
2506.516	CASTING ASSEMBLY	20	EACH	\$750.00	\$15,000.00	1	\$750.00	21	\$15,750.00
2506.522	ADJUST FRAME AND RING CASTING	9	EACH	\$350.00	\$3,150.00			9	\$3,150.00
2506.602	CONNECT INTO EXISTING STORM SEWER	1	EACH	\$500.00	\$500.00			1	\$500.00
2506.602	CONSTRUCT CONTROL STRUCTURE A	1	EACH	\$2,800.00	\$2,800.00	0.25	\$700.00	1	\$2,800.00
2511.501	RANDOM RIPRAP CLASS III	61.4	CU YD	\$65.00	\$3,991.00			33	\$2,145.00
2511.516	GEOTEXTILE FILTER TYPE IV	227	SQ YD	\$2.00	\$454.00			116	\$232.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B624	7110	LN FT	\$15.00	\$106,650.00	-24.5	(\$367.50)	7679.5	\$115,192.50
2531.503	CONCRETE MEDIAN	93	SQ YD	\$75.00	\$6,975.00			107	\$8,025.00
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	183	SQ YD	\$55.00	\$10,065.00			313	\$17,215.00
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	135	SQ YD	\$60.00	\$8,100.00			160	\$9,600.00
2531.604	8" CONCRETE VALLEY GUTTER	114	SQ YD	\$66.00	\$7,524.00			138.1	\$9,114.60
2531.618	TRUNCATED DOME	164	BQ FT	\$40.00	\$6,560.00			208	\$8,240.00
2540.602	MAIL BOX SUPPORT	15	EACH	\$125.00	\$1,875.00			15	\$1,875.00
2540.602	TEMPORARY POSTAL SERVICE	15	EACH	\$100.00	\$1,500.00			15	\$1,500.00
2557.603	INSTALL FENCE	347	LN FT	\$20.00	\$6,940.00			64	\$1,280.00
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$8,000.00	\$8,000.00			1	\$8,000.00
2564.602	INSTALL SIGN	20	EACH	\$90.00	\$1,800.00			20	\$1,800.00
2564.602	INSTALL SIGN PANEL TYPE C	13	EACH	\$105.00	\$1,365.00			60	\$6,300.00
2564.602	FURNISH TYPE C SIGN	22	EACH	\$150.00	\$3,300.00			60	\$9,000.00
2573.602	SILT FENCE, TYPE MS	2222	LN FT	\$2.50	\$5,555.00			2255	\$5,637.50
2573.630	STORM DRAIN INLET PROTECTION	23	EACH	\$225.00	\$5,175.00			23	\$5,175.00
2573.635	STABILIZED CONSTRUCTION EXIT	8	EACH	\$600.00	\$4,800.00			8	\$3,600.00
2573.650	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$1,500.00	\$1,500.00			1	\$1,500.00
2573.602	CULVERT END CONTROLS	2	EACH	\$250.00	\$500.00			2	\$500.00
2574.508	FERTILIZER TYPE 1	693	POUND	\$1.00	\$693.00			1463	\$1,463.00
2574.525	COMMON TOPSOIL BORROW	2452	CU YD	\$0.01	\$24.52			2531	\$25.31
2575.501	SEEDING	6.5	ACRE	\$600.00	\$3,900.00			6.6	\$4,460.00
2575.502	SEED MIXTURE 22-111	163	POUND	\$4.00	\$652.00			180	\$720.00
2575.502	SEED MIXTURE 25-131	732	POUND	\$3.00	\$2,196.00			1943	\$5,829.00
2575.502	SEED MIXTURE 33-361	14	POUND	\$60.00	\$840.00			17.5	\$1,050.00
2575.505	SODDING TYPE LAWN	9935	SQ YD	\$4.50	\$44,707.50			7931	\$35,689.50
2575.511	MULCH MATERIAL TYPE 3	8	TON	\$425.00	\$3,400.00				
2575.519	DISK ANCHORING	4.1	ACRE	\$200.00	\$820.00				
2575.523	EROSION CONTROL BLANKETS CATEGORY 3	4954	SQ YD	\$2.00	\$9,908.00			1765	\$3,530.00
2575.562	HYDRAULIC MATRIX TYPE MULCH	3180	POUND	\$1.30	\$4,134.00			5965	\$7,754.50
2582.501	PAVEMENT MESSAGE-PAINT	13	EACH	\$50.00	\$650.00	2	\$100.00	16	\$800.00
2582.502	4" SOLID LINE WHITE-PAINT	715	LN FT	\$0.30	\$214.50			433	\$129.90
2582.502	8" SOLID LINE WHITE-PAINT	7465	LN FT	\$0.34	\$2,538.10			3014	\$1,024.76
2582.502	4" SOLID LINE YELLOW-PAINT	1628	LN FT	\$0.30	\$488.40			231	\$69.30
2582.502	12" SOLID LINE YELLOW-PAINT	137	LN FT	\$2.60	\$354.20			200.4	\$501.00
2582.502	4" BROKEN LINE YELLOW-PAINT	816	LN FT	\$0.30	\$244.80			230	\$69.00
2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	2276	LN FT	\$0.60	\$1,365.60			4361	\$2,616.60

2600.4D	INSULATION (4' x 8' x 2" THICK)	879.2	SQ YD	\$20.00	\$17,584.00			2071.3	\$41,428.00
2611.4A	6" PVC WATERMAIN PIPE	108	LIN FT	\$20.00	\$2,160.00			114	\$2,280.00
2611.4A	8" PVC WATERMAIN PIPE	186	LIN FT	\$22.00	\$4,092.00			185	\$4,070.00
2611.4A	10" PVC WATERMAIN PIPE	1384	LIN FT	\$25.00	\$34,600.00			1383	\$34,575.00
2611.4A	12" PVC WATERMAIN PIPE	1191	LIN FT	\$28.50	\$33,943.50			1188	\$33,858.00
2611.4A	1" POLYETHYLENE SERVICE PIPE	48	LIN FT	\$13.00	\$624.00			20	\$260.00
2611.4A	1.5" POLYETHYLENE SERVICE PIPE	634	LIN FT	\$13.00	\$8,242.00			935	\$12,155.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	5	EACH	\$1,150.00	\$5,750.00			6	\$6,900.00
2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	2	EACH	\$1,575.00	\$3,150.00			2	\$3,150.00
2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	3	EACH	\$2,400.00	\$7,200.00			3	\$7,200.00
2611.4B	12" BUTTERFLY VALVE & BOX w/ ADAPTOR	1	EACH	\$2,000.00	\$2,000.00			2	\$4,000.00
2611.4B	VALVE OPERATOR EXTENSION	9	EACH	\$140.00	\$1,260.00				
2611.4C	1.5" CORPORATION STOP & SADDLE	18	EACH	\$655.00	\$11,790.00			24	\$16,720.00
2611.4D	1" CURB STOP & BOX	3	EACH	\$635.00	\$1,905.00				
2611.4D	1.5" CURB STOP & BOX	18	EACH	\$760.00	\$13,680.00			24	\$18,240.00
2611.4E	HYDRANT	5	EACH	\$4,050.00	\$20,250.00			5	\$20,250.00
2611.4G	INSTALL HYDRANT & VALVE	2	EACH	\$1,440.00	\$2,880.00			2	\$2,880.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	3875	POUND	\$1.75	\$6,431.25			4100	\$7,175.00
2611.4J	HYDRANT EXTENSION (12")	1	EACH	\$585.00	\$585.00			2	\$1,170.00
2611.4J	HYDRANT EXTENSION (18")	1	EACH	\$700.00	\$700.00				
2611.4J	HYDRANT EXTENSION (30")	1	EACH	\$875.00	\$875.00			1	\$875.00
2611.4J	GATE VALVE BOX & ADAPTOR	2	EACH	\$435.00	\$870.00			2	\$870.00
2621.4A	8" PVC SEWER PIPE (SDR 26)	979	LIN FT	\$24.50	\$23,985.50			980	\$24,010.00
2621.4A	10" PVC SEWER PIPE (SDR 26)	1791	LIN FT	\$27.00	\$48,357.00			1795	\$48,485.00
2621.4B	SANITARY SEWER MANHOLE, MnDOT DESIGN 4007C	10	EACH	\$2,200.00	\$22,000.00			10	\$22,000.00
2621.4B1	MANHOLE EXCESS DEPTH	14.95	LIN FT	\$100.00	\$1,495.00			14.95	\$1,495.00
2621.4F	4" PVC SERVICE PIPE (SCH 40)	24	LIN FT	\$80.00	\$1,920.00			36	\$3,040.00
2621.4F	6" PVC SERVICE PIPE (SCH 40)	802	LIN FT	\$15.00	\$12,030.00			998	\$14,970.00
2621.4G	8" X 8" PVC WYE	7	EACH	\$570.00	\$3,990.00			11	\$8,270.00
2621.4G	10" X 8" PVC WYE	11	EACH	\$690.00	\$7,590.00			13	\$8,970.00
ALTERNATE BID A									
2101.501	CLEARING	0.05	ACRE	\$15,000.00	\$750.00			0.075	\$1,125.00
2101.506	GRUBBING	0.05	ACRE	\$15,000.00	\$750.00			0.075	\$1,125.00
2105.801	DEWATERING	0.05	LUMP SUM	\$70,000.00	\$3,500.00			0.05	\$3,500.00
2123.501	COMMON LABORERS	5	HOUR	\$85.00	\$425.00				
2123.503	MOTOR GRADER	5	HOUR	\$160.00	\$800.00				
2573.502	SILT FENCE, TYPE MS	50	LIN FT	\$2.50	\$125.00				
2574.508	FERTILIZER TYPE 1	27	POUND	\$1.00	\$27.00			27	\$27.00
2574.525	COMMON TOPSOIL BORROW	49	CU YD	\$20.00	\$980.00			49	\$980.00
2575.501	SEEDING	0.1	ACRE	\$800.00	\$80.00			0.1	\$80.00
2575.502	SEED MIXTURE 25-131	27	POUND	\$3.00	\$81.00			27	\$81.00
2575.505	SODDING TYPE LAWN	118	SQ YD	\$4.50	\$522.00			116	\$522.00
2575.582	HYDRAULIC MATRIX TYPE MULCH	142	POUND	\$8.00	\$1,136.00			142	\$1,136.00
2600.4D	INSULATION (4' x 8' x 2" THICK)	6.3	SQ YD	\$20.00	\$126.00			3.5	\$70.00
2611.4A	6" PVC WATERMAIN PIPE	6	LIN FT	\$47.00	\$282.00			7	\$329.00
2611.4A	8" PVC WATERMAIN PIPE	175	LIN FT	\$25.00	\$4,375.00			116	\$2,900.00
2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	865	LIN FT	\$53.00	\$45,845.00			922	\$48,866.00
2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	1	EACH	\$1,200.00	\$1,200.00			1	\$1,200.00
2611.4E	HYDRANT	1	EACH	\$4,100.00	\$4,100.00			1	\$4,100.00
2611.4I	DUCTILE IRON WATERMAIN FITTINGS	615	POUND	\$2.35	\$1,445.25			785	\$1,844.75
-	8" WET TAP	1	EACH	\$4,300.00	\$4,300.00			1	\$4,300.00
CHANGE ORDER 3									
1	INDEPENDENCE ROAD ADDITIONAL GRADING	1	LUMP SUM	\$1,440.00	\$1,440.00			1	\$1,440.00
2	INGLEWOOD DRIVE ADDITIONAL GRADING	1	LUMP SUM	\$5,272.00	\$5,272.00			1	\$5,272.00
3	WORK AROUND 6" GAS MAIN	1	LUMP SUM	\$1,350.00	\$1,350.00			1	\$1,350.00
4	INGLEWOOD DRIVE WATERMAIN LOWERING	1	LUMP SUM	\$12,958.38	\$12,958.38			1	\$12,958.38
5	FAIRVIEW ROAD FORCEMAIN	1	LUMP SUM	\$9,753.87	\$9,753.87			1	\$9,753.87
CHANGE ORDER 4									
1	DRAINAGE STRUCTURE BY HART	1	LUMP SUM	\$1,377.00	\$1,377.00			1	\$1,377.00
2	EXTEND PIPE INLET ON DELLWOOD DR.	1	LUMP SUM	\$1,472.06	\$1,472.06			1	\$1,472.06
3	IRRIGATION SYSTEM REPAIRS	1	LUMP SUM	\$1,932.00	\$1,932.00			1	\$1,932.00
4	EXTEND CULVERT ON INGLEWOOD DRIVE	1	LUMP SUM	\$3,127.24	\$3,127.24			1	\$3,127.24
5	EXTEND CULVERT AT TH 210 (EAST)	1	LUMP SUM	\$1,505.60	\$1,505.60			1	\$1,505.60
6	EXTEND CULVERT AT TH 210 (WEST)	1	LUMP SUM	\$2,011.20	\$2,011.20			1	\$2,011.20
7	SANITARY SEWER CLEANOUT BOXES	1	LUMP SUM	\$541.00	\$541.00			1	\$541.00
8	INSTALL FLEXAMAT FLUMES	1	LUMP SUM	\$2,420.00	\$2,420.00			1	\$2,420.00
9	RELOCATE SAN. SEW. MH 7	1	LUMP SUM	\$1,800.00	\$1,800.00			1	\$1,800.00
15	PAVEMENT MARKING MODIFICATIONS	1	LUMP SUM	\$420.00	\$420.00			1	\$420.00
TOTAL:				\$1,577,409.72		\$24,046.85		\$1,659,344.37	
AMOUNT EARNED				THIS PERIOD		TOTAL TO DATE			
AMOUNT RETAINED				\$24,046.85		\$1,659,344.37			
RETAINAGE RELEASED				\$1,202.34		\$79,025.42			
PREVIOUS PAYMENTS						\$1,557,474.44			
AMOUNT DUE				\$22,844.51		\$22,844.51			

Estimated Percentage Completed:

108.5%

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: R.L. LARSON EXCAVATING, INC.

BY:

Date:

APPROVED BY CITY OF BAXTER:

BY:

Kelly Steals, Assistant City Administrator / City Clerk

Date:

APPROVED BY CITY OF BAXTER:

BY:

Darrel Olson, Mayor

Date:

ENGINEER'S CERTIFICATION:

The undersigned endorses that to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

ENGINEER: WIDSETH SMITH NOLTING

BY:

Aric Welch, P.E.

Date:

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION

BY:

Date:

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, August 22, 2016

					DELLWOOD DRIVE AND NOVOTNY ROAD, MUNICIPAL IMPROVEMENT 4063					
ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID										
1	2021.501	MOBILIZATION	LUMP SUM	\$70,000.00	0.55	\$38,500.00			0.55	\$38,500.00
2	2101.501	CLEARING	ACRE	\$5,000.00	0.12	\$600.00			0.10	\$500.00
3	2101.502	CLEARING	TREE	\$150.00	58	\$8,700.00			51	\$7,650.00
4	2101.503	GRUBBING	ACRE	\$5,000.00	0.12	\$600.00			0.10	\$500.00
5	2101.507	GRUBBING	TREE	\$150.00	58	\$8,700.00			44	\$6,600.00
6	2104.501	REMOVE SEWER PIPE (STORM)	LN FT	\$10.00	22	\$220.00			22	\$220.00
7	2104.501	REMOVE WATER SERVICE PIPE	LN FT	\$10.00						
8	2104.501	REMOVE CURB AND GUTTER	LN FT	\$5.00	78	\$390.00	-24.5	-\$122.50	197.5	\$887.50
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SG YD	\$1.80	8410	\$15,138.00			8630	\$15,534.00
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SG YD	\$8.00					14	\$112.00
11	2104.509	REMOVE CONCRETE APRON	EACH	\$50.00	1	\$50.00			1	\$50.00
12	2104.509	REMOVE CATCH BASIN	EACH	\$100.00	1	\$100.00			1	\$100.00
13	2104.509	REMOVE SIGN TYPE C	EACH	\$250.00	6	\$1,500.00			6	\$1,500.00
14	2104.509	REMOVE VALVE BOX	EACH	\$200.00						
15	2104.509	REMOVE CURB STOP & BOX	EACH	\$300.00						
16	2104.509	REMOVE DELINEATOR	EACH	\$25.00						
17	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LN FT	\$5.00					10	\$50.00
18	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LN FT	\$3.00	299	\$897.00			849	\$1,947.00
19	2104.521	SALVAGE FENCE	LN FT	\$10.00	267	\$2,670.00				
20	2104.523	SALVAGE SIGN	EACH	\$25.00	10	\$250.00			10	\$250.00
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	\$425.00						
22	2104.523	SALVAGE PIPE APRON	EACH	\$100.00			1	\$100.00	2	\$200.00
23	2105.501	COMMON EXCAVATION (F)	CU YD	\$6.00	1670	\$10,020.00			1670	\$10,020.00
24	2105.501	MUCK EXCAVATION	CU YD	\$10.00						
25	2105.522	COMMON BORROW (CV)	CU YD	\$8.40	2420	\$20,328.00			2420	\$20,328.00
26	2105.601	DEWATERING	LUMP SUM	\$42,000.00	0.8	\$48,600.00			0.85	\$92,700.00
27	2118.501	AGGREGATE SURFACING CLASS 5	TON	\$20.00	28	\$560.00	20	\$400.00	20	\$400.00
28	2123.501	COMMON GRADERS	HOUR	\$50.00	20	\$1,000.00	21	\$1,050.00	21	\$1,050.00
29	2123.503	MOTOR GRADER	HOUR	\$170.00	20	\$3,400.00				
30	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$100.00	20	\$2,000.00			5	\$500.00
31	2130.501	WATER	M GALLON	\$30.00	100	\$3,000.00				
32	2211.501	AGGREGATE BASE CLASS 5	TON	\$25.00	173	\$4,325.00	55	\$1,375.00	223	\$4,480.00
33	2211.503	AGGREGATE BASE CLASS 5 (F)	CU YD	\$12.00	173	\$2,076.00			1723	\$20,676.00
34	2380.501	TYPE SP 8.5 WEARING COURSE MIXTURE (2C)	TON	\$55.00	2463	\$135,585.00			2318	\$127,558.50
35	2501.514	18" RC PIPE CURVE	LN FT	\$34.50						
36	2501.515	12" RC PIPE APRON	EACH	\$400.00	3	\$1,200.00			3	\$1,200.00
37	2501.515	18" RC PIPE APRON	EACH	\$475.00						
38	2501.573	12" RC PIPE APRON	EACH	\$150.00						
39	2503.541	12" RC PIPE SEWER DES 3006 CL V	LN FT	\$28.00	494	\$13,832.00	8	\$224.00	512	\$14,356.00
40	2503.541	15" RC PIPE SEWER DES 3006 CL V	LN FT	\$30.00	385	\$11,550.00			277	\$8,310.00
41	2503.541	18" RC PIPE SEWER DES 3006 CL III	LN FT	\$32.00	331	\$10,592.00			381	\$12,162.00
42	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$900.00	1	\$900.00			1	\$900.00
43	2503.602	CONNECT TO EXISTING MANHOLES (SAM)	EACH	\$2,400.00	1	\$2,400.00			1	\$2,400.00
44	2504.602	ADJUST VALVE BOX	EACH	\$200.00						
45	2504.602	CONNECT TO EXISTING SEWER SERVICE	EACH	\$480.00						
46	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$510.00						
47	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	LN FT	\$1.25	2549	\$3,186.25			2957	\$3,186.25
48	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	LN FT	\$1.25	682	\$852.50			863	\$1,116.25
49	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$850.00	2	\$1,700.00			2	\$1,700.00
50	2508.501	CONST DRAINAGE STRUCTURE DESIGN SD-46	LN FT	\$425.00	27.48	\$11,670.50	5.11	\$2,171.75	26.07	\$12,354.75
51	2508.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LN FT	\$250.00						
52	2505.516	CASTING ASBESTOS	EACH	\$750.00	7	\$5,250.00	1	\$750.00	8	\$8,000.00
53	2508.522	ADJUST FRAME AND RING CASTING	EACH	\$350.00	0					
54	2508.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$500.00	0				1	\$500.00
55	2508.602	CONSTRUCT CONTROL STRUCTURE A	EACH	\$2,800.00						
56	2511.501	RANDOM RIPRAP CLASS III	CU YD	\$85.00	4.4	\$374.00				
57	2511.515	GRIT TRAP TYPE IV	SG YD	\$12.00	2	\$24.00				
58	2531.501	CONCRETE CURB AND GUTTER DESIGN B024	LN FT	\$15.00	2639	\$39,585.00	-34.5	-\$517.50	3316.5	\$49,747.50
59	2531.503	CONCRETE MEDIAN	SG YD	\$78.00					7	\$546.00
60	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SG YD	\$53.00					28	\$1,484.00
61	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SG YD	\$60.00					151	\$9,060.00
62	2531.604	8" CONCRETE VALLEY GUTTER	SG YD	\$68.00	125	\$8,500.00			17	\$1,156.00
63	2531.618	TRUNCATED DOMES	SG FT	\$40.00						
64	2540.602	MAIL BOX SUPPORT	EACH	\$125.00	13	\$1,625.00			13	\$1,625.00
65	2540.602	TEMPORARY POSTAL SERVICE	EACH	\$100.00	13	\$1,300.00			13	\$1,300.00
66	2557.603	INSTALL FENCE	LN FT	\$20.00	257	\$5,140.00				
67	2563.601	TRAFFIC CONTROL	LUMP SUM	\$4,000.00	0.55	\$4,400.00			0.55	\$4,400.00
68	2564.602	INSTALL SIGN	EACH	\$80.00	10	\$800.00			10	\$800.00
69	2564.602	INSTALL SIGN PANEL TYPE C	EACH	\$185.00					18	\$1,890.00
70	2564.602	FURNISH TYPE C SIGN	EACH	\$180.00	9	\$1,620.00			18	\$3,240.00
71	2573.502	SILT FENCE, TYPE M8	LN FT	\$2.50	1070	\$2,675.00			1050	\$2,625.00
72	2573.530	STORM DRAINLET PROTECTION	EACH	\$225.00	10	\$2,250.00			10	\$2,250.00
73	2573.535	STABILIZED CONSTRUCTION ERTX	EACH	\$600.00	3	\$1,800.00			3	\$1,800.00
74	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	\$1,500.00	0.55	\$825.00			0.55	\$825.00
75	2573.602	CULVERT END CONTROLS	EACH	\$250.00	2	\$500.00			2	\$500.00
76	2574.508	FERTILIZER TYPE 1	POUND	\$1.00	244	\$244.00			843	\$843.00
77	2574.508	COMMON TOPSOIL BORROW	CU YD	\$50.00	1105	\$55,250.00			5	\$250.00
78	2575.501	SEEDING	ACRE	\$800.00	2.8	\$2,240.00			3	\$2,400.00
79	2575.502	SEED MIXTURE 22-111	POUND	\$4.00	79	\$316.00				
80	2575.502	SEED MIXTURE 25-131	POUND	\$3.00	325	\$975.00			1143	\$3,429.00
81	2575.502	SEED MIXTURE 28-181	POUND	\$80.00						
82	2575.508	SOODING TYPE LAWN	SG YD	\$4.50	5575	\$25,087.50			3571	\$16,089.50
83	2575.511	MULCH MATERIAL TYPE 3	TON	\$425.00	4	\$1,700.00				
84	2575.519	DISK ANCHORING	ACRE	\$200.00	2	\$400.00				
85	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SG YD	\$2.00	2613	\$5,226.00				
86	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$1.30	369	\$479.70			2768	\$3,584.50
87	2582.501	PAVEMENT MESSAGE-PAINT	EACH	\$50.00						
88	2582.502	4" SOLID LINE WHITE-PAINT	LN FT	\$0.30	135	\$40.50			16	\$4.80
89	2582.502	8" SOLID LINE WHITE-PAINT	LN FT	\$0.34	4308	\$1,464.04				
90	2582.502	4" SOLID LINE YELLOW-PAINT	LN FT	\$0.30	920	\$276.00				
91	2582.502	12" SOLID LINE YELLOW-PAINT	LN FT	\$2.50	65	\$162.50			61.4	\$153.50
92	2582.502	4" BROKEN LINE YELLOW-PAINT	LN FT	\$0.30	410	\$123.00				
93	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LN FT	\$0.60	980	\$588.00			2644	\$1,586.40
94	2600.40	INSULATION (4" x 8" x 2" THCK)	SG YD	\$20.00	854.2	\$17,084.00			2043.3	\$40,866.00
95	2611.4A	8" PVC WATERMAIN PIPE	LN FT	\$20.00	88	\$1,760.00			114	\$2,280.00
96	2611.4A	8" PVC WATERMAIN PIPE	LN FT	\$22.00	196	\$4,332.00			185	\$4,070.00
97	2611.4A	10" PVC WATERMAIN PIPE	LN FT	\$25.00	1384	\$34,500.00			1383	\$34,575.00
98	2611.4A	12" PVC WATERMAIN PIPE	LN FT	\$28.50	1191	\$33,943.50			1188	\$33,858.00
99	2611.4A	1" POLYETHYLENE SERVICE PIPE	LN FT	\$13.00						
100	2611.4A	1.5" POLYETHYLENE SERVICE PIPE	LN FT	\$15.00	554	\$8,310.00			652	\$11,076.00
101	2611.4B	8" GATE VALVE & BOX W/ ADAPTOR	EACH	\$1,350.00	5	\$6,750.00			6	\$8,000.00
102	2611.4B	8" GATE VALVE & BOX W/ ADAPTOR	EACH	\$1,575.00	2	\$3,150.00			2	\$3,150.00
103	2611.4B	10" GATE VALVE & BOX W/ ADAPTOR	EACH	\$2,400.00	3	\$7,200.00			3	\$7,200.00
104	2611.4B	12" BUTTERFLY VALVE & BOX W/ ADAPTOR	EACH	\$2,000.00	1	\$2,000.00			2	\$4,000.00
105	2611.4B	VALVE OPERATOR EXTENSION	EACH	\$140.00	9	\$1,260.00				
106	2611.4C	1.5" CORPORATION STOP & SADDLE	EACH	\$655.00	18	\$11,790.00			22	\$14,410.00
107	2611.4D	1" CURB STOP & BOX	EACH	\$635.00						
108	2611.4D	1.5" CURB STOP & BOX	EACH	\$780.00	16	\$12,480.00			22	\$16,720.00
109	2611.4E	HYDRANT</								

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	DELLWOOD DRIVE AND NOVOTNY ROAD, MUNICIPAL IMPROVEMENT 4063							
					CONTRACT		THIS PERIOD		TOTAL TO DATE			
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
ALTERNATE BID A												
1A	2101.201	CLEARING	ACRE	\$15,000.00	0.05	\$750.00			0.075	\$1,125.00		
2A	2101.206	GRUBBING	ACRE	\$15,000.00	0.05	\$750.00			0.075	\$1,125.00		
3A	2105.601	DEWATERING	LUMP SUM	\$70,000.00	0.05	\$3,500.00			0.05	\$3,500.00		
4A	2123.501	COMMON LABORERS	HOUR	\$85.00	5	\$425.00						
5A	2123.503	MOTOR GRADER	HOUR	\$180.00	5	\$900.00						
6A	2575.502	SILT FENCE, TYPE MS	LIN FT	\$2.50	50	\$125.00						
7A	2574.508	FERTILIZER TYPE 1	POUND	\$1.00	27	\$27.00			27	\$27.00		
8A	2574.525	COMMON TOPSOIL BORROW	CU YD	\$20.00	49	\$980.00			49	\$980.00		
9A	2575.501	SEEDING	ACRE	\$800.00	0.1	\$80.00			0.1	\$80.00		
10A	2575.502	SEED MIXTURE 25-151	POUND	\$3.00	27	\$81.00			27	\$81.00		
11A	2575.505	SOFTING TYPE LAWN	SQ YD	\$4.50	116	\$522.00			116	\$522.00		
12A	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$8.00	142	\$1,136.00			142	\$1,136.00		
13A	2600.40	INSULATION (4" x 8" x 2" THICK)	SQ YD	\$20.00	6.3	\$126.00			6.3	\$126.00		
14A	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$47.00	6	\$282.00			6	\$282.00		
15A	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$25.00	175	\$4,375.00			175	\$4,375.00		
16A	2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	LIN FT	\$53.00	865	\$45,845.00			822	\$43,866.00		
17A	2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,200.00	1	\$1,200.00			1	\$1,200.00		
18A	2611.4E	HYDRANT	EACH	\$4,100.00	1	\$4,100.00			1	\$4,100.00		
19A	2611.4	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$2.35	615	\$1,445.25			765	\$1,844.75		
20A	-	8" WET TAP	EACH	\$4,300.00	1	\$4,300.00			1	\$4,300.00		
CHANGE ORDER 3												
1		INDEPENDENCE ROAD ADDITIONAL GRADING	LUMP SUM	\$1,440.00								
2		INGLEWOOD DRIVE ADDITIONAL GRADING	LUMP SUM	\$5,272.00								
3		WORK AROUND 8" GAS MAIN	LUMP SUM	\$1,352.00								
4		INGLEWOOD DRIVE WATERMAIN LOWERING	LUMP SUM	\$12,658.38								
5		FAIRVIEW ROAD FORCEMAIN	LUMP SUM	\$9,753.87								
CHANGE ORDER 4												
1		DRAINAGE STRUCTURE BY HART	LUMP SUM	\$1,377.00	1	\$1,377.00			1	\$1,377.00		
2		EXTEND PIPE INLET ON DELLWOOD DR.	LUMP SUM	\$1,472.08	1	\$1,472.08			1	\$1,472.08		
3		IRRIGATION SYSTEM REPAIRS	LUMP SUM	\$1,832.00								
4		EXTEND CULVERT ON INGLEWOOD DRIVE	LUMP SUM	\$3,127.24								
5		EXTEND CULVERT AT TR 210 (EAST)	LUMP SUM	\$1,026.60								
6		EXTEND CULVERT AT TR 210 (WEST)	LUMP SUM	\$2,011.20								
7		SANITARY SEWER CLEANOUT BOXES	LUMP SUM	\$541.00	1	\$541.00			1	\$541.00		
8		INSTALL FLEXAMAT FLUMES	LUMP SUM	\$2,420.00	1	\$2,420.00			1	\$2,420.00		
9		RELOCATE SAN. SEW. MH 7	LUMP SUM	\$1,800.00	1	\$1,800.00			1	\$1,800.00		
10		PAVEMENT MARKING MODIFICATIONS	LUMP SUM	\$400.00								
TOTALS:						\$878,019.60		\$13,650.81		\$891,670.41		
AMOUNT RETAINED:								\$682.54		\$45,358.35		
RETAINAGE RELEASED:												
PREVIOUS PAYMENTS:										\$848,840.44		
AMOUNT DUE:								\$12,968.27		\$12,968.27		

5% OF AMOUNT EARNED TO DATE:
 RETAINAGE RELEASED:

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	INGLEWOOD DRIVE, MUNICIPAL IMPROVEMENT 4105									
					CONTRACT		THIS PERIOD		TOTAL TO DATE					
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT				
BASE BID														
1	2021.501	MOBILIZATION	LUMP SUM	\$70,000.00	0.4	\$28,000.00			0.40	\$28,000.00				
2	2101.501	CLEARING	ACRE	\$5,000.00	0.2	\$1,000.00			0.35	\$1,750.00				
3	2101.502	CLEARING	TREE	\$150.00					14	\$2,100.00				
4	2101.506	GRUBBING	ACRE	\$5,000.00	0.2	\$1,000.00			0.35	\$1,750.00				
5	2101.507	GRUBBING	TREE	\$150.00					17	\$2,550.00				
6	2104.501	REMOVE SEWER PIPE (STORM)	LN FT	\$10.00					45	\$450.00				
7	2104.501	REMOVE WATER SERVICE PIPE	LN FT	\$10.00					30	\$300.00				
8	2104.501	REMOVE CURB AND GUTTER	LN FT	\$5.00					98	\$490.00				
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.80	7636	\$13,744.80			7636	\$13,744.80				
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$6.00	49	\$294.00			198	\$1,188.00				
11	2104.509	REMOVE CONCRETE APRON	EACH	\$50.00										
12	2104.509	REMOVE CATCH BASIN	EACH	\$100.00										
13	2104.509	REMOVE SIGN TYPE C	EACH	\$25.00					13	\$325.00				
14	2104.509	REMOVE VALVE BOX	EACH	\$200.00					2	\$400.00				
15	2104.509	REMOVE CURB STOP & BOX	EACH	\$300.00					3	\$900.00				
16	2104.509	REMOVE DELINEATOR	EACH	\$25.00					5	\$125.00				
17	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LN FT	\$5.00	441	\$2,205.00			27	\$135.00				
18	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LN FT	\$3.00	28	\$84.00			27	\$81.00				
19	2104.521	SALVAGE FENCE	LN FT	\$10.00	100	\$1,000.00			87	\$870.00				
20	2104.523	SALVAGE SIGN	EACH	\$25.00	10	\$250.00			10	\$250.00				
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	\$425.00	2	\$850.00			2	\$850.00				
22	2104.523	SALVAGE PIPE APRON	EACH	\$100.00	7	\$700.00			8	\$800.00				
23	2105.501	COMMON EXCAVATION (P)	CU YD	\$10.00	5241	\$52,410.00		\$300.00	5241	\$52,410.00				
24	2105.505	MUCK EXCAVATION (P)	CU YD	\$10.00	1000	\$10,000.00			1000	\$10,000.00				
25	2106.522	COMMON BORROW (V)	CU YD	\$8.40	4771	\$40,477.40			5081	\$42,685.40				
26	2105.601	DEWATERING	LUMP SUM	\$62,000.00	0.15	\$9,300.00			0.15	\$9,300.00				
27	2116.501	AGGREGATE SURFACING CLASS 5	TON	\$40.00										
28	2123.501	COMMON LABORERS	HR	\$85.00	10	\$850.00								
29	2123.503	MOTOR GRADER	HR	\$170.00										
30	2123.610	STREET SWEEPER (WITH PICKUP BRUSH)	HR	\$100.00	10	\$1,000.00								
31	2130.501	WATER	M GALLON	\$30.00										
32	2211.501	AGGREGATE BASE CLASS 5	TON	\$35.00										
33	2211.503	AGGREGATE BASE (A) CLASS 5 (P)	CU YD	\$17.00	2249	\$38,233.00			2249	\$38,233.00				
34	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	TON	\$35.00	2475	\$86,625.00			2791.57	\$97,536.35				
35	2501.514	18" RC PIPE CULVERT	LN FT	\$34.50	112	\$3,864.00			132	\$4,554.00				
36	2501.515	12" RC PIPE APRON	EACH	\$400.00	2	\$800.00			2	\$800.00				
37	2501.515	18" RC PIPE APRON	EACH	\$400.00	4	\$1,600.00			4	\$1,600.00				
38	2501.573	INSTALL PIPE APRON	EACH	\$150.00	2	\$300.00		\$300.00	2	\$300.00				
39	2503.541	12" RC PIPE SEWER DES 3006 CL V	LN FT	\$28.00	708	\$19,824.00			662	\$18,536.00				
40	2503.541	15" RC PIPE SEWER DES 3006 CL V	LN FT	\$30.00	383	\$11,490.00			340	\$10,200.00				
41	2503.541	18" RC PIPE SEWER DES 3006 CL III	LN FT	\$32.00	347	\$11,104.00			378	\$12,128.00				
42	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$300.00										
43	2503.602	CONNECT TO EXISTING MANHOLES (S&N)	EACH	\$2,400.00										
44	2504.602	ADJUST VALVE BOX	EACH	\$200.00	2	\$400.00			1	\$200.00				
45	2504.602	CONNECT TO EXISTING SEWER SERVICE	EACH	\$450.00	3	\$1,350.00			4	\$1,800.00				
46	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$510.00	8	\$4,080.00			2	\$1,020.00				
47	2503.603	CLEAN AND VIDEO TAP PIPE SEWER - MAINLINE	LN FT	\$1.25					13	\$16.25				
48	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	LN FT	\$1.25					38	\$47.50				
49	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$350.00					2	\$700.00				
50	2506.501	CONST DRAINAGE STRUCTURE DESIGN 8D-48	LN FT	\$425.00	27.67	\$11,739.75			27.67	\$11,739.75				
51	2506.501	CONSTRAIN DRAINAGE STRUCTURE DESIGN 48-4020	LN FT	\$250.00	32.71	\$8,177.50			32.71	\$8,177.50				
52	2506.516	CANAL ASSEMBLY	EACH	\$750.00	13	\$9,750.00			13	\$9,750.00				
53	2506.522	ADJUST FRAME AND RING CASTING	EACH	\$350.00	8	\$2,800.00			8	\$2,800.00				
54	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$2,800.00										
55	2506.602	CONNECT CONTROL STRUCTURE A	EACH	\$2,800.00	1	\$2,800.00		\$700.00	1	\$3,500.00				
56	2511.501	RANDOM RIPRAP CLASS III	CU YD	\$55.00	57	\$3,135.00			55	\$3,025.00				
57	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	\$2.00	218	\$436.00			118	\$236.00				
58	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LN FT	\$115.00	4272	\$491,160.00			4363	\$501,735.00				
59	2531.503	CONCRETE MEDIAN	SQ YD	\$75.00	93	\$6,975.00			100	\$7,500.00				
60	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$35.00	183	\$6,465.00			285	\$10,005.00				
61	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$60.00	10	\$600.00			9	\$540.00				
62	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$98.00	114	\$11,172.00			121.1	\$11,865.90				
63	2531.618	TRUNCATED DOWNS	SQ FT	\$40.00	164	\$6,560.00			206	\$8,240.00				
64	2540.602	MAIL BOX SUPPORT	EACH	\$125.00	2	\$250.00			2	\$250.00				
65	2540.602	TEMPORARY POSTAL SERVICE	EACH	\$100.00	2	\$200.00			2	\$200.00				
66	2551.603	INSTALL FENCE	LN FT	\$1.00	80	\$80.00			84	\$84.00				
67	2563.601	TRAFFIC CONTROL	LUMP SUM	\$8,000.00	0.4	\$3,200.00			0.40	\$1,600.00				
68	2564.602	INSTALL SIGN	EACH	\$80.00	10	\$800.00			10	\$800.00				
69	2564.602	INSTALL SIGN PANEL TYPE C	EACH	\$105.00	13	\$1,365.00			42	\$4,410.00				
70	2564.602	FLUORESCENT TYPE C SIGN	EACH	\$150.00	19	\$2,850.00			42	\$6,300.00				
71	2573.502	SILT FENCE TYPE 1	LN FT	\$2.50	1132	\$2,830.00			1238	\$3,095.00				
72	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$225.00	13	\$2,925.00			13	\$2,925.00				
73	2573.535	STABILIZED CONSTRUCTION EXIT	EACH	\$600.00	4	\$2,400.00			3	\$1,800.00				
74	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	\$1,500.00	0.4	\$600.00			0.4	\$600.00				
75	2573.602	CULVERT INLET CONTROLS	EACH	\$250.00										
76	2574.508	FERTILIZER TYPE 1	POUND	\$40.00	399	\$15,960.00			450	\$18,000.00				
77	2574.525	COMMON TOPSOIL BORROW	CU YD	\$0.01	1148	\$11.48			1180	\$11.80				
78	2575.501	SEEDING	ACRE	\$800.00	3.3	\$2,640.00			2.1	\$1,680.00				
79	2575.502	SEED MIXTURE 22-111	POUND	\$4.00	84	\$336.00			180	\$720.00				
80	2575.502	SEED MIXTURE 25-101	POUND	\$3.00	287	\$861.00			500	\$1,500.00				
81	2575.502	SEED MIXTURE 25-301	POUND	\$6.00	14	\$84.00			17.5	\$105.00				
82	2575.505	SODDING TYPE LAWN	SQ YD	\$4.50	4360	\$19,620.00			4360	\$19,620.00				
83	2575.511	MULCH MATERIAL TYPE 3	TON	\$425.00	4	\$1,700.00								
84	2575.519	DISK ANCHORING	ACRE	\$200.00	2.1	\$420.00								
85	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	\$2.00	2341	\$4,682.00			1765	\$3,530.00				
86	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$1.30	1771	\$2,322.30			1320	\$1,716.00				
87	2582.501	PAVEMENT MESSAGE-PAINT	EACH	\$50.00	12	\$600.00			2	\$100.00				
88	2582.502	4" SOLID LINE WHITE-PAINT	LN FT	\$0.30	580	\$174.00			417	\$125.10				
89	2582.502	6" SOLID LINE WHITE-PAINT	LN FT	\$0.34	3159	\$1,075.26			3014	\$1,024.78				
90	2582.502	4" SOLID LINE YELLOW-PAINT	LN FT	\$0.30	1028	\$308.40			136	\$40.80				
91	2582.502	12" SOLID LINE YELLOW-PAINT	LN FT	\$2.50	72	\$180.00			136	\$342.50				

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AN
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	INGLEWOOD DRIVE, MUNICIPAL IMPROVEMENT 4105					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
ALTERNATE BID A										
1A	2101.501	CLEARING	ACRE	\$15,000.00						
2A	2101.506	GRUBBING	ACRE	\$15,000.00						
3A	2106.001	DEWATERING	LUMP SUM	\$70,000.00						
4A	2123.501	COMMON LABORERS	HOUR	\$65.00						
5A	2123.503	MOTOR GRADER	HOUR	\$160.00						
6A	2573.502	SILT FENCE TYPE MS	LN FT	\$2.50						
7A	2574.508	FERTILIZER TYPE 1	POUND	\$1.00						
8A	2574.525	COMMON TOPSOIL BORROW	CU YD	\$20.00						
9A	2575.501	SEEDING	ACRE	\$800.00						
10A	2575.502	SEED MIXTURE 25-131	POUND	\$3.00						
11A	2575.505	SOODING TYPE LAWN	SG YD	\$4.50						
12A	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$8.00						
13A	2600.4D	INSULATION (4" x 8" x 2" THICK)	SG YD	\$20.00						
14A	2811.4A	8" PVC WATERMAIN PIPE	LN FT	\$47.00						
15A	2811.4A	8" PVC WATERMAIN PIPE	LN FT	\$25.00						
16A	2811.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	LN FT	\$53.00						
17A	2811.4B	8" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,200.00						
18A	2811.4E	HYDRANT	EACH	\$4,100.00						
18A	2811.4	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$2.35						
20A	-	8" WET TAP	EACH	\$4,500.00						
CHANGE ORDER 3										
1		INDEPENDENCE ROAD ADDITIONAL GRADING	LUMP SUM	\$1,440.00						
2		INGLEWOOD DRIVE ADDITIONAL GRADING	LUMP SUM	\$5,272.00	1	\$5,272.00	1	\$5,272.00		
3		WORK AROUND 8" GAS MAIN	LUMP SUM	\$1,350.00	1	\$1,350.00	1	\$1,350.00		
4		INGLEWOOD DRIVE WATERMAIN LOWERING	LUMP SUM	\$12,658.38	1	\$12,658.38	1	\$12,658.38		
5		FAIRVIEW ROAD FORCEMAIN	LUMP SUM	\$9,753.87	1	\$9,753.87	1	\$9,753.87		
CHANGE ORDER 4										
1		DRAINAGE STRUCTURE BY HART	LUMP SUM	\$1,377.00						
2		EXTEND PIPE INLET ON DELLWOOD DR.	LUMP SUM	\$1,472.00						
3		IRRIGATION SYSTEM REPAIRS	LUMP SUM	\$1,832.00	1	\$1,832.00	1	\$1,832.00		
4		EXTEND CULVERT ON INGLEWOOD DRIVE	LUMP SUM	\$3,127.24	1	\$3,127.24	1	\$3,127.24		
5		EXTEND CULVERT AT TH 210 (EAST)	LUMP SUM	\$1,505.00	1	\$1,505.00	1	\$1,505.00		
6		EXTEND CULVERT AT TH 210 (WEST)	LUMP SUM	\$2,011.20	1	\$2,011.20	1	\$2,011.20		
7		SANITARY SEWER CLEANOUT BOXES	LUMP SUM	\$541.00						
8		INSTALL FLEXAMAT PIPES	LUMP SUM	\$2,420.00						
8		RELOCATE SAN. SEW. MH 7	LUMP SUM	\$1,600.00						
15		PAVEMENT MARKING MODIFICATIONS	LUMP SUM	\$420.00	1	\$420.00	1	\$420.00		
TOTALS:						\$636,366.36		\$10,396.04		\$673,341.40
AMOUNT RETAINED:								\$519.80		\$35,667.07
RETAINAGE RELEASED:										\$629,798.09
PREVIOUS PAYMENTS								\$9,876.24		\$9,876.24
AMOUNT DUE:										

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	INDEPENDENCE ROAD, MUNICIPAL IMPROVEMENT 4107					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID										
1	2021.501	MOBILIZATION	LUMP SUM	\$70,000.00						
2	2101.501	CLEARING	ACRE	\$3,000.00	0.05	\$3,500.00			0.05	\$3,500.00
3	2101.502	CLEARING	TREE	\$150.00	0.2	\$1,000.00			0.20	\$1,000.00
4	2101.506	GRUBBING	ACRE	\$5,000.00	0.2	\$1,000.00			0.20	\$1,000.00
5	2101.507	GRUBBING	TREE	\$150.00					1	\$150.00
6	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$10.00						
7	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	\$10.00						
8	2104.501	REMOVE AND GUTTER	LIN FT	\$5.00						
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.80	220	\$396.00			225	\$405.00
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	8Q YD	\$8.00						
11	2104.509	REMOVE CONCRETE APRON	EACH	\$50.00						
12	2104.509	REMOVE GUTCH BASIN	EACH	\$100.00						
13	2104.509	REMOVE SIGN TYPE C	EACH	\$25.00						
14	2104.509	REMOVE VALVE BOX	EACH	\$200.00						
15	2104.509	REMOVE CURB STOP & BOX	EACH	\$300.00						
16	2104.509	REMOVE DELINEATOR	EACH	\$25.00						
17	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$5.00						
18	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	36	\$108.00			36	\$108.00
19	2104.521	SALVAGE FENCE	LIN FT	\$10.00						
20	2104.523	SALVAGE SIGN	EACH	\$25.00						
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	\$425.00						
22	2104.523	SALVAGE PIPE APRON	EACH	\$100.00						
23	2108.501	COMMON EXCAVATION (F)	CU YD	\$10.00	601	\$6,010.00			1736	\$17,360.00
24	2108.505	MUCK EXCAVATION	CU YD	\$10.00						
25	2108.522	COMMON BORROW (CV)	CU YD	\$8.40						
26	2108.601	DEWATERING	LUMP SUM	\$62,000.00						
27	2118.501	AGGREGATE SURFACING CLASS 5	TON	\$45.00						
28	2123.501	COMMON LABORERS	HOURL	\$85.00						
29	2123.503	MOTOR GRADER	HOURL	\$170.00						
30	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$100.00	2	\$200.00			1	\$100.00
31	2130.501	WATER	M GALLON	\$30.00						
32	2211.501	RANDOM REPAIR CLASS II	TON	\$25.00						
33	2211.503	AGGREGATE BASE (CA) CLASS 5 (P)	CU YD	\$17.00	332	\$5,644.00			332	\$5,644.00
34	2360.501	TYPE BP 8.5 WEARING COURSE MIXTURE (2.C)	TON	\$55.00	463	\$25,465.00			513	\$28,215.00
35	2301.514	18" RC PIPE CULVERT	LIN FT	\$34.50						
36	2301.515	12" RC PIPE APRON	EACH	\$400.00						
37	2301.515	18" RC PIPE APRON	EACH	\$475.00						
38	2301.573	INSTALL PIPE APRON	EACH	\$150.00						
39	2303.541	12" RC PIPE SEWER DES 3008 CL V	LIN FT	\$28.00						
40	2303.541	15" RC PIPE SEWER DES 3008 CL V	LIN FT	\$30.00						
41	2303.541	18" RC PIPE SEWER DES 3008 CL V	LIN FT	\$32.00						
42	2303.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$300.00						
43	2303.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	\$2,400.00						
44	2304.602	ADJUST VALVE BOX	EACH	\$200.00						
45	2304.602	CONNECT TO EXISTING SEWER SERVICE	EACH	\$450.00						
46	2304.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$310.00						
47	2303.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	LIN FT	\$1.25	221	\$276.25			221	\$276.25
48	2303.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	LIN FT	\$1.25	80	\$100.00			88	\$110.00
49	2304.602	CONNECT TO EXISTING WATER MAIN	EACH	\$350.00						
50	2308.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$425.00						
51	2308.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$250.00						
52	2308.516	CASTING ASSEMBLY	EACH	\$750.00						
53	2308.522	ADJUST FRAME AND RING CASTING	EACH	\$350.00	1	\$350.00			1	\$350.00
54	2306.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$800.00						
55	2306.602	CONSTRUCT CONTROL STRUCTURE A	EACH	\$2,800.00						
56	2311.501	RANDOM REPAIR CLASS II	CU YD	\$55.00						
57	2311.515	GEOTEXTILE FILTER TYPE IV	SQ YD	\$2.00						
58	2331.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$15.00						
59	2331.503	CONCRETE MEDIAN	SQ YD	\$75.00						
60	2331.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$35.00						
61	2331.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$60.00						
62	2331.804	6" CONCRETE VALLEY GUTTER	SQ YD	\$66.00						
63	2331.818	TRUNCATED DOME	SQ FT	\$4.00						
64	2340.602	MAIL BOX SUPPORT	EACH	\$125.00						
65	2340.602	TEMPORARY POSTAL SERVICE	EACH	\$100.00						
66	2351.203	INSTALL FENCE	LIN FT	\$20.00						
67	2353.601	TRAFFIC CONTROL	LUMP SUM	\$8,000.00	0.05	\$400.00			0.05	\$400.00
68	2354.602	INSTALL SIGN	EACH	\$80.00						
69	2354.602	INSTALL SIGN PANEL TYPE C	EACH	\$105.00						
70	2354.602	FURNISH TYPE C SIGN	EACH	\$150.00						
71	2373.502	SILT FENCE TYPE 2	LIN FT	\$2.50						
72	2373.530	STORM DRAIN INLET PROTECTION	EACH	\$225.00						
73	2373.535	STABILIZED CONSTRUCTION EXIT	EACH	\$600.00	1	\$600.00			0.05	\$75.00
74	2373.550	EROSION CONTROL SUPERVISOR	LUMP SUM	\$1,500.00	0.05	\$75.00			0.05	\$75.00
75	2373.602	POLLUTION CONTROLS	EACH	\$250.00						
76	2374.508	FERTILIZER TYPE 1	POUND	\$1.00	80	\$80.00			300	\$300.00
77	2374.525	COMMON TOPSOIL BORROW	CU YD	\$0.01	201	\$2.01			288	\$2.88
78	2375.501	SEEDING	ACRE	\$800.00	0.4	\$320.00			0.5	\$400.00
79	2375.502	SEED MIXTURE 22-111	POUND	\$4.00						
80	2375.505	SEED MIXTURE 28-131	POUND	\$3.00	120	\$360.00			300	\$900.00
81	2375.502	SEED MIXTURE 33-391	POUND	\$40.00						
82	2375.505	SODDING TYPE LAWN	SQ YD	\$4.50						
83	2375.511	MULCH MATERIAL TYPE 3	TON	\$425.00						
84	2375.519	DISK ANCHORING	ACRE	\$200.00						
85	2375.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	\$2.00						
86	2375.552	HYDRAULIC MATRIX TYPE MULCH	POUND	\$1.30	840	\$1,092.00			1900	\$2,470.00
87	2382.501	PAVEMENT MESSAGE-PAINT	EACH	\$30.00						
88	2382.502	4" SOLID LINE WHITE-PAINT	LIN FT	\$0.30						
89	2382.502	6" SOLID LINE WHITE-PAINT	LIN FT	\$0.34						
90	2382.502	8" SOLID LINE YELLOW-PAINT	LIN FT	\$0.30						
91	2382.502	12" SOLID LINE YELLOW-PAINT	LIN FT	\$2.50						
92	2382.502	4" BROKEN LINE YELLOW-PAINT	LIN FT	\$0.30	70	\$21.00			50	\$15.00
93	2382.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	\$0.60						
94	2382.602	INSULATION (4" x 8" x 2" THICK)	SQ YD	\$20.00						
95	2811.4A	6" PVC WATERMAIN PIPE	LIN FT	\$20.00						
96	2811.4A	8" PVC WATERMAIN PIPE	LIN FT	\$22.00						
97	2811.4A	10" PVC WATERMAIN PIPE	LIN FT	\$25.00						
98	2811.4A	12" PVC WATERMAIN PIPE	LIN FT	\$28.50						
99	2811.4A	14" POLYETHYLENE SERVICE PIPE	LIN FT	\$13.00						
100	2811.4A	1.5" POLYETHYLENE SERVICE PIPE	LIN FT	\$13.00	80	\$1,040.00			85	\$1,075.00
101	2811.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,150.00						
102	2811.4B	8" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,575.00						
103	2811.4B	10" GATE VALVE & BOX w/ ADAPTOR	EACH	\$2,400.00						
104	2811.4B	12" GATE VALVE & BOX w/ ADAPTOR	EACH	\$3,000.00						
105	2811.4B	VALVE OPERATOR EXTENSION	EACH	\$140.00						
106	2811.4C	1.5" CORPORATION STOP & SADDLE	EACH	\$655.00	2	\$1,310.00			2	\$1,310.00
107	2811.4D	1" CURB STOP & BOX	EACH	\$635.00						
108	2811.4D	1.5" CURB STOP & BOX	EACH	\$790.00	2	\$1,580.00			2	\$1,580.00
109	2811.4E	HYDRANT	EACH	\$4,050.00						
110	2811.4G	INSTALL HYDRANT & VALVE	EACH	\$1,440.00						
111	2811.4	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$1.75						
112	2811.4J	HYDRANT EXTENSION (2')	EACH	\$685.00						
113	2811.4J	HYDRANT EXTENSION (8')	EACH	\$700.00						
114	2811.4J	HYDRANT EXTENSION (6')	EACH	\$675.00						
115	2811.4J	GATE VALVE BOX & ADAPTOR	EACH	\$435.00						
116	2821.4A	6" PVC SEWER PIPE (SDR 26)	LIN FT	\$24.50	221	\$5,414.50			218	\$5,341.00
117	2821.4A	10" PVC SEWER PIPE (SDR 26)	LIN FT	\$27.00						
118	2821.4B	SANITARY SEWER MANHOLE, MHDOT DESIGN 4007C	EACH	\$2,200.00	1	\$2,200.00			1	\$2,200.00
119	2821.4B1	MANHOLE EXCESS DEPTH	LIN FT	\$100.00	4	\$400.00			4	\$400.00
120	2821.4F	4" PVC SERVICE PIPE (SCH 40)	LIN FT	\$80.00						
121	2821.4F	6" PVC SERVICE PIPE (SCH 40)	LIN FT	\$15.00	104	\$1,560.00			105	\$1,575.00
122	2821.4G	8" x 6" PVC WYE	EACH	\$570.00	2	\$1,140.00			2	\$1,140.00
123	2821.4G	10" x 6" PVC WYE	EACH	\$380.00						

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	INDEPENDENCE ROAD, MUNICIPAL IMPROVEMENT 4107						
					CONTRACT		THIS PERIOD		TOTAL TO DATE		
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
ALTERNATE BID A											
1A	2101.501	CLEARING	ACRE	\$15,000.00							
2A	2101.506	GRLBING	ACRE	\$15,000.00							
3A	2105.601	DEWATERING	LUMP SUM	\$70,000.00							
4A	2123.501	COMMON LABORERS	HOUR	\$65.00							
5A	2123.503	MOTOR GRADER	HOUR	\$180.00							
6A	2573.502	SILT FENCE, TYPE MS	LN FT	\$2.50							
7A	2574.506	FERTILIZER TYPE 1	POUND	\$1.00							
8A	2574.525	COMMON TOPSOIL BORROW	CU YD	\$20.00							
9A	2575.501	SEEDING	ACRE	\$800.00							
10A	2575.502	SEED MIXTURE 25-131	POUND	\$3.00							
11A	2575.505	SODDING TYPE LAWN	SG YD	\$4.50							
12A	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$8.00							
13A	2600.4D	INSULATION (4" x 8" x 2" THICK)	SG YD	\$20.00							
14A	2611.4A	8" PVC WATERMAIN PIPE	LN FT	\$47.00							
15A	2611.4A	8" PVC WATERMAIN PIPE	LN FT	\$25.00							
16A	2611.4A	8" PE WATERMAIN PIPE - DIRECTIONAL DRILL	LN FT	\$53.00							
17A	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,200.00							
18A	2611.4E	HYDRANT	EACH	\$4,100.00							
19A	2611.4	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$2.35							
20A	-	6" WET TAP	EACH	\$4,300.00							
CHANGE ORDER 3											
1		INDEPENDENCE ROAD ADDITIONAL GRADING	LUMP SUM	\$1,440.00							
2		INGLEWOOD DRIVE ADDITIONAL GRADING	LUMP SUM	\$5,272.00	1	\$1,440.00			1	\$1,440.00	
3		WORK AROUND 6" GAS MAIN	LUMP SUM	\$1,380.00							
4		INGLEWOOD DRIVE WATERMAIN LOWERING	LUMP SUM	\$12,858.36							
5		FAIRVIEW ROAD FORCEMAIN	LUMP SUM	\$9,763.87							
CHANGE ORDER 4											
1		DRAINAGE STRUCTURE BY HART	LUMP SUM	\$1,377.00							
2		EXTEND PIPE INLET ON DELLWOOD DR.	LUMP SUM	\$1,472.06							
3		IRRIGATION SYSTEM REPAIRS	LUMP SUM	\$1,830.00							
4		EXTEND CULVERT ON INGLEWOOD DRIVE	LUMP SUM	\$3,127.24							
5		EXTEND CULVERT AT TH 210 (EAST)	LUMP SUM	\$1,505.80							
6		EXTEND CULVERT AT TH 210 (WEST)	LUMP SUM	\$2,011.20							
7		SANITARY SEWER CLEANOUT BOXES	LUMP SUM	\$541.00							
8		INSTALL FLEXAMAT PIPES	LUMP SUM	\$2,430.00							
9		RELOCATE SAN. SEW. M/T	LUMP SUM	\$1,800.00							
15		PAVEMENT MARKING MODIFICATIONS	LUMP SUM	\$420.00							
TOTALS:											
AMOUNT RETAINED:						\$63,023.76		\$0.00		\$78,835.91	
RETAINAGE RELEASED:											
PREVIOUS PAYMENTS:								\$0.00		\$78,835.91	
AMOUNT DUE:										\$0.00	

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS									
					CONTRACT		THIS PERIOD		TOTAL TO DATE					
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT				
BASE BID														
1	2101.501	MOBILIZATION	LUMP SUM	\$70,000.00	1	\$70,000.00			1	\$70,000.00				
2	2101.502	ACRE	ACRE	\$5,000.00	0.52	\$2,600.00			0.65	\$3,250.00				
3	2101.502	CLEARING	TREE	\$150.00	58	\$8,700.00			68	\$10,260.00				
4	2101.506	GRUBBING	ACRE	\$5,000.00	0.52	\$2,600.00			0.65	\$3,250.00				
5	2101.507	GRUBBING	TREE	\$150.00	58	\$8,700.00			62	\$9,300.00				
6	2104.501	REMOVE SEWER PIPE (STORM)	LN FT	\$110.00	22	\$2,420.00			67	\$7,370.00				
7	2104.501	REMOVE WATER SERVICE PIPE	LN FT	\$100.00	20	\$2,000.00			30	\$3,000.00				
8	2104.501	REMOVE CURB AND GUTTER	LN FT	\$5.00	78	\$390.00			298.5	\$1,492.50				
9	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.80	16268	\$29278.80			16481	\$29665.80				
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$6.00	49	\$294.00			180	\$1,080.00				
11	2104.509	REMOVE CONCRETE APRON	EACH	\$50.00	1	\$50.00			1	\$50.00				
12	2104.509	REMOVE CATCH BASIN	EACH	\$100.00	1	\$100.00			1	\$100.00				
13	2104.509	REMOVE SIGN TYPE C	EACH	\$25.00	19	\$475.00			2	\$50.00				
14	2104.509	REMOVE VALVE BOX	EACH	\$200.00	2	\$400.00			2	\$400.00				
15	2104.509	REMOVE CURB STOP & BOX	EACH	\$300.00	3	\$900.00			3	\$900.00				
16	2104.509	REMOVE DELINEATOR	EACH	\$25.00	5	\$125.00			4	\$100.00				
17	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LN FT	\$5.00	441	\$2,205.00			17	\$85.00				
18	2104.513	REMOVE BITUMINOUS PAVEMENT (FULL DEPTH)	LN FT	\$3.00	330	\$990.00			1154	\$3,462.00				
19	2104.521	SALVAGE FENCE	LN FT	\$10.00	357	\$3,570.00			97	\$970.00				
20	2104.523	SALVAGE SIGN	EACH	\$25.00	20	\$500.00			20	\$500.00				
21	2104.523	SALVAGE HYDRANT & VALVE	EACH	\$425.00	2	\$850.00			2	\$850.00				
22	2104.523	SALVAGE PIPE APRON	EACH	\$100.00	2	\$200.00			8	\$800.00				
23	2106.501	COMMON EXCAVATION (F)	CU YD	\$10.00	7512	\$75,120.00			8647	\$86,470.00				
24	2106.505	MUCK EXCAVATION	CU YD	\$10.00	1000	\$10,000.00			1000	\$10,000.00				
25	2106.509	COMMON BORROW (CV)	CU YD	\$9.40	7191	\$67,585.40			7011	\$66,003.40				
26	2106.601	DEWATERING	LUMP SUM	\$20,000.00	26	\$520,000.00			1	\$20,000.00				
27	2118.501	AGGREGATE SURFACING CLASS 5	TON	\$20.00	30	\$600.00			30	\$600.00				
28	2123.501	COMMON LABORERS	HR	\$85.00	30	\$2,550.00			21	\$1,785.00				
29	2123.503	MOTOR GRADER	HR	\$170.00	20	\$3,400.00			21	\$3,570.00				
30	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HR	\$100.00	32	\$3,200.00			11	\$1,100.00				
31	2123.621	W/IR	M GALLON	\$30.00	100	\$3,000.00			37	\$1,110.00				
32	2211.501	AGGREGATE BASE CLASS 5	TON	\$20.00	173	\$3,460.00			55	\$1,100.00				
33	2211.503	AGGREGATE BASE (C) CLASS 5 (F)	CU YD	\$17.00	4904	\$83,368.00			4904	\$83,368.00				
34	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	TON	\$55.00	5421	\$298,155.00			5823.67	\$320,911.85				
35	2501.514	18" RC PIPE DES 3008 CL V	LN FT	\$34.90	112	\$3,908.80			132	\$4,586.40				
36	2501.515	12" RC PIPE APRON	EACH	\$40.00	5	\$200.00			4	\$160.00				
37	2501.515	18" RC PIPE APRON	EACH	\$475.00	4	\$1,900.00			4	\$1,900.00				
38	2501.573	INSTALL PIPE APRON	EACH	\$150.00	2	\$300.00			2	\$300.00				
39	2503.541	12" RC PIPE SEWER DES 3008 CL V	LN FT	\$28.00	1203	\$33,684.00			8	\$224.00				
40	2503.541	18" RC PIPE SEWER DES 3008 CL V	LN FT	\$30.00	788	\$23,640.00			617	\$18,510.00				
41	2503.541	18" RC PIPE SEWER DES 3008 CL III	LN FT	\$30.00	678	\$20,340.00			780	\$23,400.00				
42	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$800.00	1	\$800.00			1	\$800.00				
43	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	\$2,400.00	1	\$2,400.00			1	\$2,400.00				
44	2504.602	ADJUST VALVE BOX	EACH	\$200.00	2	\$400.00			1	\$200.00				
45	2504.602	CONNECT TO EXISTING SEWER SERVICE	EACH	\$450.00	2	\$900.00			4	\$1,800.00				
46	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$610.00	3	\$1,830.00			2	\$1,020.00				
47	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	LN FT	\$1.25	2778	\$3,472.50			2778	\$3,472.50				
48	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	LN FT	\$1.25	778	\$972.50			1019	\$1,273.75				
49	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$850.00	2	\$1,700.00			4	\$3,400.00				
50	2506.501	CONSTRUCT STRUCTURE DESIGN 68-4B	LN FT	\$250.00	32.71	\$8,177.50	5.11	\$1,277.75	58.74	\$14,714.50				
51	2506.516	CASTING ASSEMBLY	EACH	\$750.00	20	\$15,000.00			1	\$750.00				
52	2506.522	ADJUST FRAME AND RING CASTING	EACH	\$350.00	9	\$3,150.00			9	\$3,150.00				
53	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$800.00	1	\$800.00			1	\$800.00				
54	2506.602	CONSTRUCT STRUCTURE A	CU YD	\$2,400.00	1	\$2,400.00	0.25	\$700.00	33	\$79,200.00				
55	2511.501	RANDOM RPPRP CLASS III	CU YD	\$65.00	61.4	\$3,991.00			33	\$2,145.00				
56	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	\$2.00	227	\$454.00			118	\$232.00				
57	2531.501	CONCRETE CURB AND GUTTER DESIGN B&24	LN FT	\$115.00	7110	\$807,650.00			-24.5	-\$2,775.00				
58	2531.503	CONCRETE MEDIAN	SQ YD	\$75.00	89	\$6,675.00			107	\$8,025.00				
59	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$15.00	153	\$2,295.00			313	\$4,695.00				
60	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$60.00	135	\$8,100.00			180	\$10,800.00				
61	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$65.00	114	\$7,410.00			136.1	\$8,846.50				
62	2531.618	TRUNCATED DORIES	SQ FT	\$40.00	184	\$7,360.00			208	\$8,320.00				
63	2540.602	MAIL BOX SUPPORT	EACH	\$125.00	15	\$1,875.00			15	\$1,875.00				
64	2540.602	TEMPORARY PORTAL SERVICE	EACH	\$100.00	18	\$1,800.00			64	\$6,400.00				
65	2557.603	INSTALL FENCE	LN FT	\$30.00	347	\$10,410.00			54	\$1,620.00				
66	2563.601	TRAFFIC CONTROL	LUMP SUM	\$8,000.00	1	\$8,000.00			1	\$8,000.00				
67	2564.602	INSTALL SIGN PANEL TYPE C	EACH	\$80.00	20	\$1,600.00			20	\$1,600.00				
68	2564.602	FURNISH TYPE C SIGN	EACH	\$105.00	11	\$1,155.00			80	\$8,400.00				
69	2573.502	SILT FENCE, TYPE MS	LN FT	\$2.50	2222	\$5,555.00			90	\$2,250.00				
70	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$225.00	23	\$5,175.00			23	\$5,175.00				
71	2573.535	STABILIZED CONSTRUCTION EXIT	EACH	\$800.00	8	\$6,400.00			8	\$6,400.00				
72	2573.550	EROSION CONTROL SUPERMORBOR	LUMP SUM	\$1,500.00	1	\$1,500.00			1	\$1,500.00				
73	2573.602	CLVERTER END CONTROLS	EACH	\$2.00	2	\$4.00			2	\$4.00				
74	2574.506	FERTILIZER TYPE 1	POUND	\$1.00	683	\$683.00			1483	\$1,483.00				
75	2574.525	COMMON TOPSOIL BORROW	CU YD	\$0.21	2452	\$514.92			2831	\$594.51				
76	2575.501	SEEDING	ACRE	\$900.00	6.5	\$5,850.00			5.6	\$5,040.00				
77	2575.502	SEED MIXTURE 29-111	POUND	\$4.00	183	\$732.00			180	\$720.00				
78	2575.502	SEED MIXTURE 28-131	POUND	\$3.00	732	\$2,196.00			1843	\$5,529.00				
79	2575.502	SEED MIXTURE 33-361	POUND	\$40.00	14	\$560.00			17.5	\$700.00				
80	2575.505	SODDING TYPE LAWN	SQ YD	\$4.50	9835	\$44,257.50			7851	\$35,297.75				
81	2575.511	MULCH MATERIAL TYPE 3	TON	\$425.00	8	\$3,400.00			8	\$3,400.00				
82	2575.519	DISK ANCHORING	ACRE	\$200.00	4.1	\$820.00			4.1	\$820.00				
83	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	\$2.00	464	\$928.00			1765	\$3,530.00				
84	2575.582	HYDRAULIC MATRIX TYPE MULCH	POUND	\$1.30	3180	\$4,134.00			5965	\$7,754.50				
85	2582.501	PAVEMENT MESSAGE-PAINT	EACH	\$30.00	13	\$390.00			16	\$480.00				
86	2582.502	4" SOLID LINE WHITE-PAINT	LN FT	\$0.30	715	\$214.50			433	\$129.90				
87	2582.502	8" SOLID LINE WHITE-PAINT	LN FT	\$0.34	7465	\$2,558.10			5014	\$1,714.78				
88	2582.502	4" SOLID LINE YELLOW-PAINT	LN FT	\$0.30	1628	\$488.40			231	\$69.30				

PARTIAL PAY ESTIMATE 7 - ATTACHMENT A
2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND
MUNICIPAL PROJECT NUMBERS 4063, 4105 AND 4107
 Monday, August 22, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS						
					CONTRACT		THIS PERIOD		TOTAL TO DATE		
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
ALTERNATE BID A											
1A	2101.501	CLEARING	ACRE	\$15,000.00	0.05	\$750.00			0.05	\$1,125.00	
2A	2101.506	GRUBBING	ACRE	\$15,000.00	0.05	\$750.00			0.05	\$1,125.00	
3A	2105.801	DEWATERING	LUMP SUM	\$70,000.00	0.05	\$3,500.00			0.05	\$3,500.00	
4A	2123.501	COMMON LABORERS	HOUR	\$85.00	5	\$425.00					
5A	2123.503	MOTOR GRADER	HOUR	\$180.00	5	\$900.00					
6A	2573.502	SILT FENCE, TYPE MS	LIN FT	\$2.50	50	\$125.00					
7A	2574.508	FERTILIZER TYPE 1	POUND	\$1.00	27	\$27.00			27	\$27.00	
8A	2574.525	COMMON TOPSOIL BORROW	CU YD	\$20.00	49	\$980.00			49	\$980.00	
9A	2575.501	SEEDING	ACRE	\$800.00	0.1	\$80.00			0.1	\$80.00	
10A	2575.502	SEED MIXTURE 25-151	POUND	\$3.00	27	\$81.00			27	\$81.00	
11A	2575.505	SOODING TYPE LAWN	SQ YD	\$4.50	118	\$522.00			118	\$522.00	
12A	2575.562	HYDRAULIC MATRIX TYPE MULCH	POUND	\$8.00	142	\$1,136.00			142	\$1,136.00	
13A	2600.4D	INSULATION (4 x 8 x 2" THICK)	SQ YD	\$30.00	6.3	\$189.00			6.3	\$189.00	
14A	2811.4A	6" PVC WATERMAIN PIPE	LIN FT	\$47.00	6	\$282.00			6	\$282.00	
15A	2811.4A	6" PVC WATERMAIN PIPE	LIN FT	\$25.00	175	\$4,375.00			175	\$4,375.00	
16A	2811.4A	6" PE WATERMAIN PIPE - DIRECTIONAL DRILL	LIN FT	\$53.00	885	\$46,845.00			885	\$46,845.00	
17A	2811.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,200.00	1	\$1,200.00			1	\$1,200.00	
18A	2811.4E	HYDRANT	EACH	\$4,100.00	1	\$4,100.00			1	\$4,100.00	
19A	2811.4	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$2.35	615	\$1,445.25			785	\$1,844.75	
20A	-	8" WET TAP	EACH	\$4,300.00	1	\$4,300.00			1	\$4,300.00	
CHANGE ORDER 3											
1		INDEPENDENCE ROAD ADDITIONAL GRADING	LUMP SUM	\$1,440.00	1	\$1,440.00			1	\$1,440.00	
2		INGLEWOOD DRIVE ADDITIONAL GRADING	LUMP SUM	\$5,272.00	1	\$5,272.00			1	\$5,272.00	
3		WORK AROUND 6" GAS MAIN	LUMP SUM	\$1,350.00	1	\$1,350.00			1	\$1,350.00	
4		INGLEWOOD DRIVE WATERMAIN LOWERING	LUMP SUM	\$12,858.38	1	\$12,858.38			1	\$12,858.38	
5		FAIRVIEW ROAD FORCEMAIN	LUMP SUM	\$8,753.87	1	\$8,753.87			1	\$8,753.87	
CHANGE ORDER 4											
1		DRAINAGE STRUCTURE BY HART	LUMP SUM	\$1,377.00	1	\$1,377.00			1	\$1,377.00	
2		EXTEND PIPE INLET ON DELLWOOD DR.	LUMP SUM	\$1,472.08	1	\$1,472.08			1	\$1,472.08	
3		IRRIGATION SYSTEM REPAIRS	LUMP SUM	\$1,832.00	1	\$1,832.00			1	\$1,832.00	
4		EXTEND CULVERT ON INGLEWOOD DRIVE	LUMP SUM	\$3,127.24	1	\$3,127.24			1	\$3,127.24	
5		EXTEND CULVERT AT TH 210 (EAST)	LUMP SUM	\$1,505.60	1	\$1,505.60			1	\$1,505.60	
6		EXTEND CULVERT AT TH 210 (WEST)	LUMP SUM	\$2,011.20	1	\$2,011.20			1	\$2,011.20	
7		SANITARY SEWER CLEANOUT BOXES	LUMP SUM	\$541.00	1	\$541.00			1	\$541.00	
8		INSTALL FLEXAMAT FLUMES	LUMP SUM	\$2,420.00	1	\$2,420.00			1	\$2,420.00	
9		RELOCATE SAN. SEW. MH 7	LUMP SUM	\$1,800.00	1	\$1,800.00			1	\$1,800.00	
15		PAVEMENT MARKING MODIFICATIONS	LUMP SUM	\$420.00	1	\$420.00			1	\$420.00	
TOTALS:						\$1,577,409.72		\$24,046.85		\$1,659,344.37	
AMOUNT RETAINED:								\$1,202.34		\$79,025.42	
RETAINAGE RELEASED:											
PREVIOUS PAYMENTS										\$1,557,474.44	
AMOUNT DUE:								\$22,844.51		\$22,844.51	



MEMO

Date: July 27, 2016
To: **Baxter Utilities Commission**
From: Aric Welch
Cc: Trevor Walter
Project Name: Lift Station No. 8 Reconstruction
Project No.: 0102B0375.000
Subject: **Project Update**

Brainerd/Baxter
7804 Industrial Park Road
PO Box 2720
Baxter, MN 56425-2720

218.829.5117
218.829.2517
Brainerd@wsn.us.com
WidsethSmithNolting.com

Summary of Work Completed Since Last Update

The Contractor has completed all work items including site work, turf restoration and tree planting. A final walkthrough of the project was completed and a punch list was issued on Monday, August 8, 2016. The punch list was checked on Friday, August 26, 2016. Most of the punch list items had been addressed; however, a handful of items remained and a revised punch list was issued.

Changes

Change Order No. 1 has been prepared to address the changes on the project. Items included in the change order include additional site work, Engineer's time to review corrective work action on concrete structures and additional topsoil and turf establishment. See Change Order No. 1 for additional detail.

Date of Issuance:	Effective Date:	Council Approval
Owner: City of Baxter	Owner's Contract No.:	
Contractor: DeChantal Excavating, LLC	Contractor's Project No.:	
Engineer: Widseth Smith Nolting	Engineer's Project No.:	0102B0379.000
Project: Lift Station 8 Reconstruction	Contract Name:	

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

Description: Change contract price for additional site work including grading and bituminous driveway pavement.

Attachments: DeChantal Excavating, LLC quote dated July 30, 2016.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$76,941.00</u>	Original Contract Times: Substantial Completion: <u>August 12, 2016</u> Ready for Final Payment: <u>August 26, 2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders: <u>\$0</u>	Increase from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Contract Price prior to this Change Order: <u>\$76,941.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 12, 2016</u> Ready for Final Payment: <u>August 26, 2016</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$2,915.50</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: <u>\$79,856.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 12, 2016</u> Ready for Final Payment: <u>August 26, 2016</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Quote

DeChantal Excavating LLC

P O Box 315
Brainerd, MN 56401

Date	Quote #
7/30/2016	889

Name / Address
City of Baxter. P O Box 2626 Baxter, MN 56425

Description	Quantity	Unit Cost	Unit	Total
* Change Order Request - Add To Lump Sum Contract				
* Baxter Lift Station #8				
* Additional Prep & Paving Area				
1. Prep and Pave per Revised Driveway Layout	1	2,895.50	LS	2,895.50
2. OH&P - 10%	1	290.00	LS	290.00
Total				\$3,185.50

Phone #	Fax #	E-mail
218-828-4636	218-824-1510	adechantal@gmail.com

Aric Welch

From: Aric Welch
Sent: Thursday, July 14, 2016 11:25 AM
To: 'adechantal@gmail.com'
Cc: Trevor Walter; Kevin Cassady - Baxter (kcassady@baxtermn.gov)
Subject: RE: Baxter Lift Station #8 Proposed Solution

Categories: Filed by Newforma

Al,

We have reviewed the request with City staff.

The repair proposed by Hancock concrete will be acceptable with the following additions:

- Seal affected area on outside of structure with Infra-Shield Gator Wrap.
- Attach a ¼" min. stainless steel plate on outside of structure over the wrap with 5/8" Ø x 4" LG stainless steel expansion bolts.

The request to use the existing structures with lift holes will be treated as a Substitute. In accordance with General Conditions 7.05.C, the Engineer's costs to evaluate the proposed substitute will be recorded and the Contractor will be responsible to reimburse the Owner for these costs. Total cost to date is \$270 (2 hours at \$135/hour).

If you have any questions, please give me a call.

Aric

From: adechantal@gmail.com [mailto:adechantal@gmail.com]
Sent: Wednesday, July 13, 2016 7:28 AM
To: Jon Minke <jon.minke@hancockconcrete.com>
Cc: Aric Welch <Aric.Welch@wsn.us.com>
Subject: Re: Baxter Lift Station #8 Proposed Solution

Aric

Any decision made on this?

Sent from my iPhone

On Jul 12, 2016, at 2:14 PM, Jon Minke <jon.minke@hancockconcrete.com> wrote:

Aric, did you decide anything on my proposed solution? I was just wondering because if we have to remake the structure I have to get it in the schedule. If it needs to be remade I think we can have it onsite around 7/21, depending on the trucking schedule. Let me know what you decide.

Thanks

On Mon, Jul 11, 2016 at 11:42 AM, Jon Minke <jon.minke@hancockconcrete.com> wrote:

Aric, click the links below to see our proposed solution for the lift holes. The Kwik-N-Sure plugs expand as the nut is tightened, then we would patch the holes on both sides with the Thoroseal. Let me know if this would be acceptable.

We do have a form still set up at the correct size as well so if we need to remake the structure we could probably have it done by mid next week.

http://newsite.cherneind.com/Mechanical_Plugs/Kwik_N_Sure/

http://www.thoroproducts.com/pdf_info/thoroseal_waterproofCementBased_sellSheet.pdf

Thanks

Jon Minke
Engineering
Hancock Concrete Inc.
17 Atlantic Ave., Hancock, MN
Cell: (320)-287-2102
Direct: (320)-392-1569
Main Office: (320)-392-5207

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Jon Minke
Engineering
Hancock Concrete Inc.
17 Atlantic Ave., Hancock, MN
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Direct: (320)-392-1569
Main Office: (320)-392-5207



Contractor's Application for Payment No. 2

Application Period: 07/23/16 to 08/26/16	Application Date: 8/26/2016	
From (Contractor): DeChantal Excavating, LLC	Via (Engineer): Aric Welch, Wideeth Smith Nolting	
Contract: Lift Station No. 8 Reconstruction	Engineer's Project No.: 0102B0375.000	
Owner's Contract No.:		

Application For Payment Change Order Summary

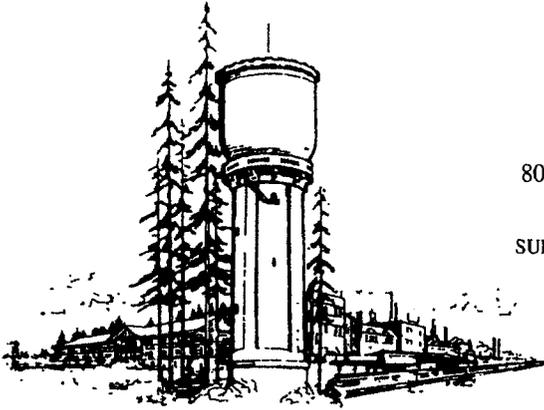
Approved Change Orders	Number	Additions	Deductions	
	1	\$2,915.50		
TOTALS				
		\$2,915.50		
NET CHANGE BY CHANGE ORDERS		\$2,915.50		

1. ORIGINAL CONTRACT PRICE.....	\$ 716,941.00
2. Net change by Change Orders.....	\$ 2,915.50
3. Current Contract Price (Line 1 + 2).....	\$ 719,856.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 719,856.50
5. RETAINAGE:	
a. <input checked="" type="checkbox"/> Work Completed.....	\$
b. <input checked="" type="checkbox"/> Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 719,856.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 249,500.00
8. AMOUNT DUE THIS APPLICATION.....	\$ 330,356.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$

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

Contractor Signature	Date:

Payment of:	\$ 30,356.50
(Line 8 or other - attach explanation of the other amount)	
is recommended by:	
(Engineer)	(Date)
Payment of:	\$ 30,356.50
(Line 8 or other - attach explanation of the other amount)	
is recommended by:	
(Utilities Commission)	(Date)
Approved by:	
(Owner)	(Date)



BRAINERD PUBLIC UTILITIES

8027 Highland Scenic Road • P.O. Box 373 • Brainerd, Minnesota 56401-0373

COMMISSION SECRETARY – Business Office 218.829.8726 – FAX 218.829.4703

SUPERINTENDENT OF UTILITIES – Repair Service Operations 218.829.2193 – FAX 218.829.2308

INTERNET WEB SITE – www.bpu.org

BRAINERD PUBLIC UTILITIES WASTEWATER TREATMENT CHARGES FOR THE CITY OF BAXTER

for
July 2016

Baxter Monthly Flow and Loading Data

Number of days in billing period	33
Total flow for period (gallons)	20,830,000
Average Daily Flow (MGD)	0.631
CBOD (mg/L)	189.9
TSS (mg/L)	308.0
TP (mg/L)	5.2

I. Base Charges

Base Capital Charge	\$0.00
Base Operating Charge	46,892.61
Subtotal for Period	<u>\$46,892.61</u>

II. Excess Charges

Excess Capital Charge	\$0.00
Excess Operating Charges	
Excess Flow	0.00
Excess Loading	0.00
Excess Strength	0.00
Subtotal for Period	<u>\$0.00</u>

III. Base and Excess Charge Adjustments

(*True up* from previous year based on actual Operating Costs)

Operating Charges Previously Billed	\$0.00
True-up Charges (Credit) for 2015	0.00
Excess Capital Charge Adjustment	0.00
Excess Operating Charge Adjustments	
Excess Flow Adjustment	0.00
Excess Loading Adjustment	0.00
Excess Strength Adjustment	0.00
Subtotal for Period	<u>\$0.00</u>
Total for Period	<u><u>\$46,892.61</u></u>

Monthly Input Data

for
July 2016

Current Month	July
Year	2016
Number of days in billing period	33

Flow

	Brainerd	Baxter	Total
Total flow for period (gallons)	62,591,000	20,830,000	83,331,000
Average Daily Flow (MGD)	1.894	0.631	2.525

Loading

Measurement Number	Brainerd				Baxter			
	CBOD (mg/L)	TSS (mg/L)	TP (mg/L)	TM (ng/L)	CBOD (mg/L)	TSS (mg/L)	TP (mg/L)	TM (ng/L)
1	163			0	255			0
2	198				221			
3	128				180			
4	65	238			287	414		
5	183	208			211	196		
6	60	178	3.23		128	179	5.33	
7	104	822			160	598		
8	123	330			235	194		
9	91	268	2.61		130	165	5.51	
10	112	316			327	480		
11	186	184			125	196		
12	60	145	3.16		180	256	5.34	
13	157	442			138	434		
14	60	242			126	268		
15	78	190	2.16		165	172	4.60	
16		548				452		
17								
18								
19								
20								
Average Daily Loadings (conc.)	118	301	2.8	-	190	308	5.2	-
Average Daily Loadings (lbs/d)	1,863	4,750	44	-	1,000	1,822	27	-
Average Daily Loadings (mg/d)	-	-	-	-	-	-	-	-

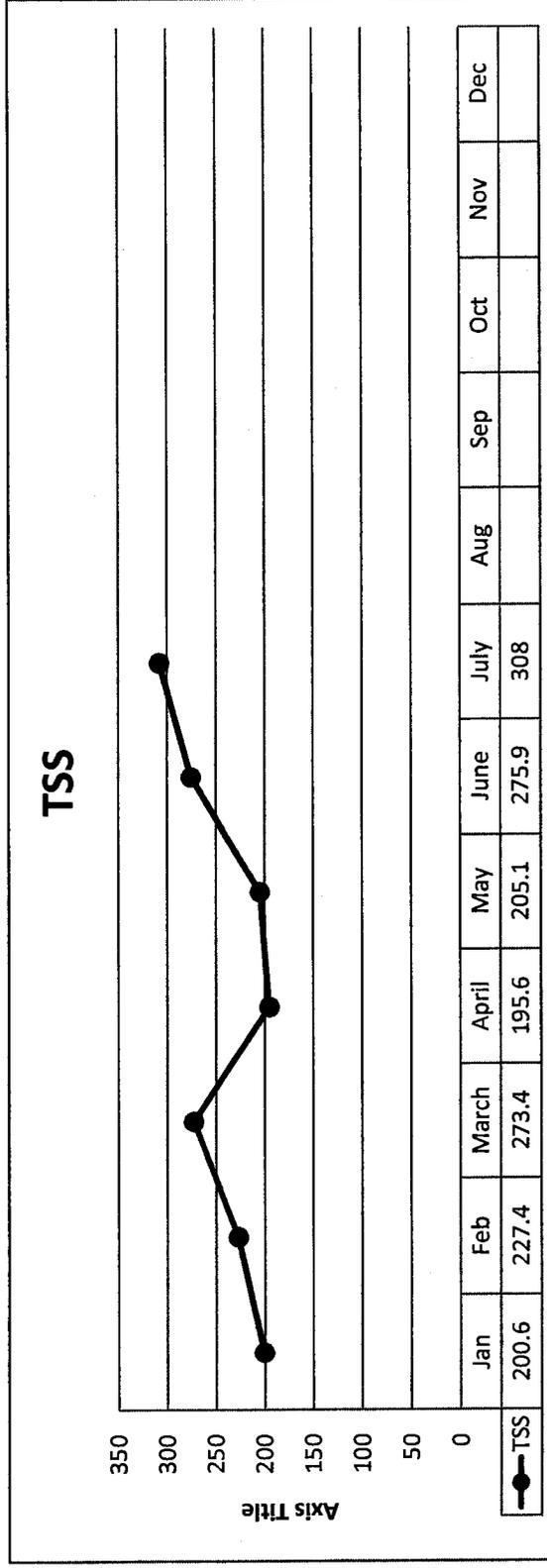
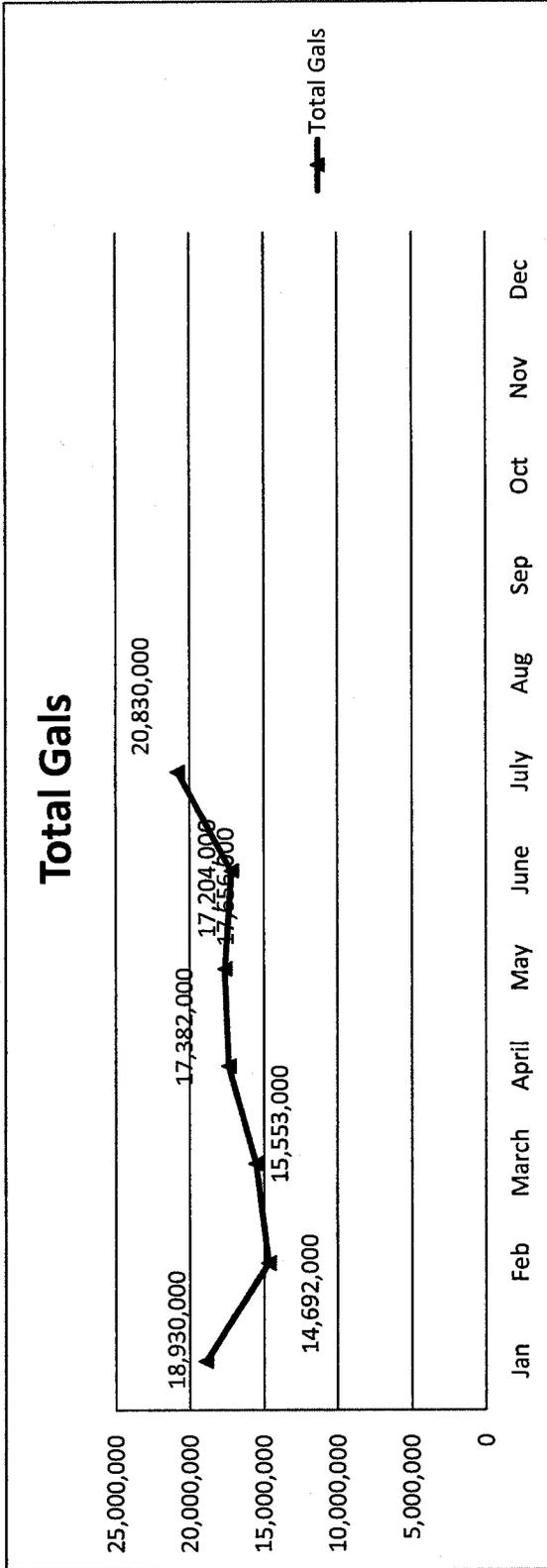
Most Recent Twelve Months Input Data

Brainerd Most Recent Twelve Months Data

	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Average	mg/L
Flow (MGD)	1.434	1.330	1.337	1.292	1.423	1.356	1.203	1.305	1.472	1.579	1.431	1.894	1.421	
CBOD (lbs/d)	1,284	1,141	1,464	1,610	1,417	1,187	1,420	1,497	1,146	1,475	1,086	1,863	1,382	117
TSS (lbs/d)	3,218	2,790	5,024	4,403	2,982	2,250	2,900	2,200	2,380	3,854	2,848	4,750	3,300	278
TP (lbs/d)	57	47	63	52	45	50	52	47	48	51	46	44		

Baxter Most Recent Twelve Months Data

	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Average	mg/L
Flow (MGD)	0.610	0.586	0.581	0.572	0.544	0.541	0.525	0.555	0.561	0.570	0.573	0.631	0.571	
CBOD (lbs/d)	776	724	986	683	634	711	581	694	741	791	962	1,000	772	162
TSS (lbs/d)	1,287	1,367	1,393	1,294	1,190	906	998	1,267	915	975	1,320	1,622	1,211	254
TP (lbs/d)	36	30	28	27	28	23	23	26	28	28	29	27		



	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec
TSS	200.6	227.4	273.4	195.6	205.1	275.9	308					

