



BAXTER CITY COUNCIL AGENDA

Tuesday, October 18, 2016

The regular meeting of the Baxter City Council will be held on Tuesday, October 18, 2016 at 7:00 p.m. at the Baxter City Hall, 13190 Memorywood Dr., Baxter, MN.

1. Call Meeting to Order

2. Roll Call

3. Pledge of Allegiance

4. Public Comments

Comments received from the public may be placed on a future meeting agenda for consideration.

5. Consent Agenda

The following items are considered non-controversial by staff and are recommended to be read and passed in one motion. Any council person, 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 items will be passed in one motion:

- A. Approve City Council Minutes from October 4, 2016 (pp. 4-6).
- B. Approve City Council Work Session Minutes from October 4, 2016 (pp. 7).
- C. Approve the Payment of Bills and Finance Report (Addendum A pp. 8-9).
- D. Accept with Gratitude a \$1,000 Donation from the Brainerd Kiwanis Club for the City's efforts supporting the Kiwanis Kids Triathlon (pp. 10-11).
- E. Accept Planning & Zoning Commission Minutes from October 11, 2016 (pp. 12-13).
- F. Schedule a Public Hearing for Certification of Delinquent Utility Bills, Invoices, and Abatements for Tuesday, November 15, 2016 at 7:00 p.m., or shortly thereafter (pg. 14).
- G. Approve 2017 Delayed Payment of Tax on Special Assessments for Applicants with Eligible Hardships (pg. 15).
- H. Approve the appointment of Josh Pennington to the Parks and Trails Commission (pp. 16).

- I. Accept Utilities Commission Minutes from October 5, 2016 (pp. 17-32).
 1. Approve the WSN Proposal for Engineering Services for the Forestview Area Stormwater Outlet Study in the lump sum fee of \$5,750.00 and as a short term solution pump the water to the south pond in Industrial Park Phase II without overflowing onto the county's tax forfeited property (pp. 33-37).
 2. Approve the WW Goetsch Backwash Recycle Pump Decanter in the amount of \$11,283.00 (pp. 38-39).
 3. Approve the WSB Traffic Study Proposal for the Dellwood Drive Development and Adjacent Area in the not to exceed amount of \$10,150.00 (pp. 40-42).
 4. Approve the Dakota Supply Group Change Order No. 1 in the increased amount of \$36,129.50 and a time extension request for the final completion date change from November 30, 2016 to December 31, 2016 for the 2016 Fixed Network Water Meter Replacement Project (pp. 43-45).
 5. Approve the Dakota Supply Group Partial Pay Estimate No. 2 in the amount of \$93,269.56 for the 2016 Fixed Network Water Meter Replacement Project (pp. 46-49).
 6. Approve the Anderson Brothers Change Order No. 2 in the increased amount of \$5,281.00 for the 2016 Golf Course Drive Improvements Project (pp. 50-51).
 7. Approve the Anderson Brothers Partial Pay Estimate No. 2 in the amount of \$410,194.36 for the 2016 Golf Course Drive Improvements Project (pp. 52-54).
 8. Approve the Anderson Brothers Final Pay Estimate No. 6 in the amount of \$33,463.68 for the 2015 Mill and Overlay Improvements Project (pp. 55-57).
 9. Approve the Anderson Brothers Partial Pay Estimate No. 4 in the amount of \$93,513.37 for the 2016 Fairview Road Improvements Project (pp. 58-61).
 10. Approve the SEH/Braun Intertec contract for soil borings in the not to exceed amount of \$12,870.00 for the 2018 Cypress Drive Improvements Project (pp. 62-73).
 11. Approve the Tri-City Paving Partial Pay Estimate No. 3 in the amount of \$61,757.17 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project (pp. 74-75).
 12. Approve the WSN Agreement for Professional Engineering Services – Fee Amendment Request for the 2016 Mill & Overlay, Full Depth Reclamation and Right

Turn Lane Construction Project in the increased amount of \$7,905.80 for a total not to exceed contract of \$172,314.80 (pp. 75-79).

13. Approve the WSN Proposal for Engineering Services for the Storm Water Pollution Prevention Plan Review in the lump sum amount of \$9,320.00 (pp. 80-89).

J. Adopt Resolution 2016-085, Providing for the Competitive Negotiated Sale of the \$2,310,000 General Obligation Improvement Bonds, Series 2016 (pp. 90-93).

6. Pulled Agenda Items

7. Other Business

A. Planning and Zoning Actions

1. Adopt Resolution No. 2016-086 approving conditional use permits for grading within a Shoreland Overlay District and to allow the construction of garage space greater than 1800 square feet for property located at 4587 Joler Road (pp. 94-95).

8. Council Comments

A. Quinn Nystrom

B. Steve Barrows

C. Todd Holman

D. Mark Cross

E. Darrel Olson

9. City Administrator's Report

10. City Attorney's Report

11. Adjourn

BAXTER CITY COUNCIL MINUTES
October 4, 2016

Mayor Darrel Olson, who led in the pledge to the flag, called the regular meeting of the Baxter City Council to order at 7:00 p.m.

COUNCIL MEMBERS PRESENT: Mayor Darrel Olson and Council Members Quinn Nystrom, Steve Barrows, Todd Holman and Mark Cross.

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Interim City Administrator Kelly Steele, Community Development Director Josh Doty, Finance Director Jeremy Vacinek, Police Chief Jim Exsted, and Public Works Director Trevor Walter.

PUBLIC COMMENTS

No public comments were received.

CONSENT AGENDA

- A. Approve City Council Minutes from September 20, 2016.
- B. Approve City Council Work Session Minutes from September 20, 2016.
- C. Approve the Payment of Bills and Finance Report.
- D. Accept Long Range Planning Commission Minutes from September 26, 2016.
- E. Accept Architectural Review Commission Minutes from September 27, 2016.
- F. Approve Revised Architectural Review Application for Jack Pine Brewery located at 15593 Edgewood Drive.
- G. Approve Temporary Liquor License for the Brainerd American Legion event on October 8, 2016.

MOTION by Council Member Cross, seconded by Council Member Barrows to approve the Consent Agenda. Motion carried unanimously.

OTHER BUSINESS

PUBLIC HEARING

2016 Dellwood Drive Improvement Project Assessment Hearing

No one was in attendance for the 2016 Dellwood Drive Improvement Project Assessment Hearing.

WSN Consulting Engineer Welch gave a summary of the project. The project has been completed as Crow Wing County had proposed it and the project costs came in as presented.

MOTION by Council Member Cross, seconded by Council Member Holman to adopt Resolution No. 2016-083 Adopting Assessment for the 2016 Dellwood Drive North Improvement Project. Motion carried unanimously.

Resolution No. 2016-084 Approving Comprehensive Plan Amendment for the Dellwood Drive Planning Area

Community Development Director Doty explained the comp plan amendment request was tabled at a prior council meeting to have the Long Range Planning Commission take a second look at the two options and have further discussions. Consensus of the Long Range Planning Commission was to hold the decision for Option One, with the northerly parcel as commercial, and the map updates.

MOTION by Council Member Holman, seconded by Council Member Barrows to adopt Resolution No. 2016-084 Approving Comprehensive Plan Amendment for the Dellwood Drive Planning Area. Motion carried unanimously.

COUNCIL COMMENTS

Mayor Olson – read the Mental Health Awareness Week Proclamation presented by Katlyn Hart into the record.

WHEREAS, mental health is part of overall health; and

WHEREAS, one in five adults experiences a mental health problem in any given year and one in 17 adults lives with mental illness such as major depression, bipolar disorder or schizophrenia; and

WHEREAS, approximately one-half of chronic mental illness begins by the age of 14 and three-quarters by age 24; and

WHEREAS, long delays—sometimes decades—often occur between the time symptoms first appear and when individuals get help; and

WHEREAS, early identification and treatment can make a difference in successful management of mental illness and recovery; and

WHEREAS, it is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed; and

WHEREAS, every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help; and

WHEREAS, public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness.

NOW, THEREFORE BE IT RESOLVED, I Darrel Olson, Mayor of the City of Baxter do hereby proclaim October 2 through October 8, 2016 as Mental Illness Awareness Week, Mental Health Awareness Month in May, and National Minority Mental Health Awareness in July in the City of Baxter to increase public understanding of the importance of mental health and to promote identification and treatment of mental illnesses.

Mayor Olson thanked Ms. Hart for the proclamation and for her time.

CITY ADMINISTRATOR'S REPORT

Interim Administrator Steele stated she had received a request to reschedule the October 26th special budget meeting due to the Chamber Award Dinner being held on the same night and time.

MOTION by Council Member Holman, seconded by Council Member Nystrom to move the Special Council Budget Work Session to Thursday, October 27 at 6:00 p.m. Motion carried unanimously.

CITY ATTORNEY'S REPORT

City Attorney Person had no report.

ADJOURNMENT

MOTION by Council Member Cross, seconded by Council Member Barrows to adjourn the meeting at 7:10 p.m. Motion carried unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Mary Haugen
Administrative Assistant

BAXTER CITY COUNCIL MINUTES
Work Session
October 4, 2016

Mayor Darrel Olson called the Work Session to order at 6:45 p.m.

COUNCIL MEMBERS PRESENT: Mayor Darrel Olson, Council Members Quinn Nystrom, Steve Barrows, Todd Holman and Mark Cross.

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Interim City Administrator Kelly Steele, Community Development Director Josh Doty, Finance Director Jeremy Vacinek, and Public Works Director Trevor Walter.

TRAFFIC STUDY PROPOSAL – DELLWOOD DRIVE DEVELOPMENT AND ADJACENT AREA

WSB Consulting Engineer Chuck Rickart reviewed the traffic study proposal for the Dellwood Drive development site and the adjacent area. The traffic study will be conducted to determine the impacts on the surrounding transportation system and will include the analysis of Dellwood Drive including the intersections of Whispering Woods Lane, Menards north and south entrance, Country Inn and Suites/ Holiday gas station entrance, Woida Road, and TH 371 at Woida Road.

The traffic study cost is estimated at \$10,150.00 with \$3,900.00 being city costs and \$6,250.00 being developer costs.

Community Development Director Doty stated that he has a letter from the developer agreeing to a commitment of \$6,000 for the study.

Council consensus was that this is a very busy intersection and the study should be completed.

ADJOURNMENT

MOTION by Council Member Cross, seconded by Council Member Nystrom to adjourn at 6:46 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

Darrel Olson
Mayor

Mary Haugen
Administrative Assistant

REQUEST FOR COUNCIL ACTION

10.18.2016

Department Origination: Administration

Agenda Section: Consent

Agenda Item: Accept with Gratitude a \$1,000 Donation form the Brainerd Kiwanis Club for the City's efforts supporting the Kiwanis Kids Triathlon.

Approval Required: 4/5 Vote of the Council

BACKGROUND

The Kiwanis Club hosted a Kids' Triathlon on August 27, 2016 using Whipple Beach Recreational Facility as the focal point for the event. The City has received a \$1,000 check from the Kiwanis to be used for parks and recreation facility improvements or events directed toward youth.

POLICY

The following is the City of Baxter's policy regarding the acceptance of donations:

- Minnesota Statute requires all donations to be officially accepted by the City Council.
- Donor will be informed that no conditions or promises of future favorable city action on their behalf may be attached to the gift.

FINANCIAL IMPLICATIONS

The \$1,000 donation will be deposited in the General Fund to offset a portion of the City's cost to host the triathlon.

STAFF RECOMMENDATIONS

Staff recommends acceptance of the \$1,000 donation with the City's appreciation.

COUNCIL ACTION REQUESTED

Motion to accept with gratitude the \$1,000 donation from the Brainerd Kiwanis Club to offset costs for the 2016 Kids Triathlon.

Attachment:

1. Brainerd Kiwanis Club letter.



Kiwanis®

September 29, 2016

Kelly Steele, Interim City Administrator
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

The Brainerd Kiwanis club is pleased to send this donation of \$1,000 and thank the City and its staff for its support of our Kiwanis Kids Triathlon. With the support of the city, we are able to offer this opportunity for approximately 240 kids to physically challenge themselves in a fun and safe environment. In addition to offering our local children and volunteers this opportunity to participate, the race brought visitors from all over the state and beyond to our beautiful Brainerd Lakes area.

The mission of Kiwanis is to build a better world and better communities through service and financial assistance. Young children are our first priority as they represent our future and are the most vulnerable members of our communities. We would be pleased if you could direct our donation toward the parks and recreation activities/facilities offered for children.

We have received many positive comments on the event from parents and participants and are especially proud that many families participate year after year, a true reflection of the quality of the event and the opportunity we provide for them from the location at Whipple Lake. If the City or its staff have received feedback the Club should consider for next year's race, please contact us and we will make sure to consider it.

Sincerely,

Mike Dillon
Chris Robinson
Kiwaniis Kids Triathlon Race Directors
BrainerdKiwanisClub.org

PLANNING & ZONING COMMISSION MINUTES
October 11, 2016 - 6:00 p.m.

CALL TO ORDER

The regular meeting of the Planning and Zoning Commission was called to order at 6:00 p.m.

MEMBERS PRESENT: Chair Bob Kinzel, Commissioners Steve Lund, Gwen Carleton, Howie Oswald, Bob Ryan and Council Liaison Steve Barrows

MEMBERS ABSENT: None

STAFF PRESENT: CD Director Doty and Planner Matthew Gindele

OTHERS PRESENT: Jeff Pewitt

APPROVAL OF MINUTES

MOTION by Commissioner Ryan, seconded by Commissioner Oswald to approve the minutes from the September 13, 2016 meeting as presented. Motion carried unanimously.

PUBLIC HEARINGS

*All items under old and new business items will go to City Council on
 October 18, 2016 if not tabled, continued or otherwise noted.*

Chair Kinzel stated that this Commission is advisory and the final approval/denial is given at the City Council Meeting on October 18, 2016 at 7:00 pm.

OLD BUSINESS

None

NEW BUSINESS

1. PUBLIC HEARING. Conditional Use Permits for grading related to the construction of a new home within a shoreland overlay district and to allow the construction of a detached accessory structure with cumulative square footage greater than 1,800 square feet for property located at 4587 Joler Road, Baxter, MN. (LOT 2, BLOCK 1, JASPER HEIGHTS)
 (City file 16-26)

Requested by: Jeff Pewitt, PO Box 81, Finley, ND 58230.

Chair Kinzel asked Planner Gindele to start with the staff report. Planner Gindele stated this is a request for a conditional use permit (CUP) to construct a 1,152 square foot detached garage in addition to a proposed 882 square foot attached garage and is requesting a conditional use permit (CUP) to allow cumulative accessory building square footage to exceed 1,800 square feet. The applicant is also requesting a CUP to allow grading related to the construction of the accessory structure and the new home within the shoreland zoning district of unnamed lake 18-382.

Planner Gindele reviewed the aerial map, site plan and grading plan, indicating that all setbacks are being met by Baxter code and the DNR regulations. He further explained the location of the detached garage and how it meets the code. There is plenty of screening between this lot and the neighbors, thus another reason for the detached garage location.

Planner Gindele stated that staff is recommending approval of the CUP application with the findings and conditions noted in the draft resolution.

Chair Kinzel confirmed the location with staff via the GIS overlay. Chair Kinzel asked for additional clarification on the grading plan.

Chair Kinzel opened the public hearing.

Mr. Pewitt (the owner/applicant) speaking from the audience, explained the grading plan to the Commission. Chair Kinzel asked if there were any questions or concerns with the conditions, he had no concerns. Mr. Pewitt gave the Commission his background.

Chair Kinzel closed the public hearing.

Motion by Commissioner Oswald, second by Commissioner Carleton to recommend the City Council approve the conditional use permit for grading related to the construction of a new home within a shoreland overlay district and to allow the construction of a detached accessory structure with cumulative square footage greater than 1,800 square feet for property located at 4587 Joler Roadas presented by staff in the draft resolution. Motion carried unanimously.

OTHER BUSINESS

CD Director Doty informed the Commission that the next meeting in November will have the Dellwood Annexation area on the agenda. He also reminded the Commission that due to elections, the next Planning and Zoning meeting will be Wednesday, November 9, 2016.

ADJOURNMENT

MOTION by Commissioner Oswald, seconded by Commissioner Ryan to adjourn the meeting at 6:19 p.m. Motion carried unanimously.

Approved by:

Submitted by:

Chair Bob Kinzel

Shanna Newman CD Administrative Assistant

REQUEST FOR COUNCIL ACTION

10/18/16

Department Approval: Finance Director Vacinek  **Agenda Section:** Consent
Approval Required: Simple Majority Vote of the Council

Item Description: Schedule a Public Hearing for Certification of Delinquent Utility Bills, Invoices, and Abatements for Tuesday, November 15, 2016 at 7:00 p.m., or shortly thereafter

BACKGROUND

Historically, the city has certified unpaid, delinquent utility bills to the property owner's property taxes twice per year for collection the following year as authorized under state law. In addition, the city certifies unpaid services related to the rental inspection program and other outstanding nuisance abatements charges. As required, a notice of the public hearing when the certification will be considered is sent to the property owner along with the outstanding amount due.

The first step in the certification process is to schedule the public hearing. The semi-annual public hearings are typically scheduled for May/June and October/November. After holding the public hearing, the council considers adopting a resolution to certify the outstanding delinquent balance with accrued interest and fees to the following year's property taxes. The second 2016 certification public hearing is recommended for the November 15, 2016 council meeting.

FINANCIAL IMPLICATIONS

Certifying the unpaid, delinquent utility bills and outstanding charges to the related parcel's property taxes ensures the city collects for services provided and water, sewer, and storm water enterprise charges, along with sales tax and other state fees the city is required to collect and remit to the state. User charges are necessary to finance the ongoing operations, debt service, and capital costs of each of the city's three enterprise funds.

STAFF RECOMMENDATIONS

Finance Director Vacinek recommends scheduling the public hearing for the certification of the delinquent city utility bills for usage through July 2016 that was due on September 10, 2016 and outstanding invoices.

COUNCIL ACTION REQUESTED

Schedule a Public Hearing for the Certification of Delinquent Utility Bills, Invoices, and Abatements for Tuesday, November 15, 2016 at 7:00 p.m., or shortly thereafter

REQUEST FOR COUNCIL ACTION

10/18/16

Department Approval: Finance Director Vacinek 

Agenda Section: Consent

Approval Required: Simple Majority Vote of the Council

Item Description: Approve 2017 Delayed Payment of Tax on Special Assessments for Applicants with Eligible Hardships

BACKGROUND

The City Council adopted Ordinance 46 which is now City Code 1-8 allowing application for hardship deferrals for senior citizens, disabled persons, or active military members. The ordinance and policy were amended in 2014 to update the eligibility criteria. Applications from four residents have been received for 2017 with the required information documenting the applicants qualify for the deferrals. The applicants are shown in the table below.

Pending Council approval and final review of the required documentation, the 2017 assessment payments for the listed homeowners will be deferred with interest of 3.25% for 2017. If an applicant wishes to continue to defer the 2017 assessment payments and future payments beyond 2017, the applicant must apply for and be eligible for the deferral each year by August 31st of the preceding year. Otherwise, the prior deferred payments will be due and payable in full. If they are not paid, the outstanding amount will be assessed for the remaining duration of the original assessment.

2017 Assessment Payment Deferments Requested	
<u>Homeowner</u>	<u>Parcel ID</u>
Melvin & Linda Bjornson	030311400AC0009
Edward & Beverly Meyer	030314300C00009
Phillip Strzelecki	032430010020009
Susanne Whirley	031180020020009

The applicants have paid the \$50 assessment deferral application fee, as identified on the City's adopted fee schedule, associated with the deferral requests. The fee covers the City's cost with recording the deferred payments at Crow Wing County.

FINANCIAL IMPLICATIONS

The annual assessment payments to be deferred for 2017 total \$16,195. Deferral of the above assessments normally would require a 2017 property tax levy of the same amount to cover the annual assessment payment shortfall. While an additional levy is not anticipated for 2017, Finance will continue to monitor the debt service funds to ensure adequate cash flow for the future bond payments. Future adjustments in debt service levies will be made, if necessary.

STAFF RECOMMENDATIONS

Approval is recommended as the residents have submitted the required applications and all paperwork is in order per city ordinance requirements.

COUNCIL ACTION REQUESTED

Motion to approve the 2017 delayed payment of tax on special assessments for senior citizens, disabled persons, or active military members for Parcels 030311400AC0009, 030314300C00009, 032430010020009, and 031180020020009 at 3.25% interest annually.

REQUEST FOR COUNCIL ACTION

10.18.2016

Department Origination:
Community Development

Agenda Section:
Consent

Agenda Item: Appointment to the Parks and Trails Commission

Approval Required: Simple Majority Vote of the Council

BACKGROUND

With former Parks and Trails Commission Chair Kalkofen stepping down from the Commission, the City of Baxter currently has an opening for one new Parks and Trails Commissioner. The City reviewed applications and on Friday, October 7, 2016, Mayor Olson, Parks Commission Chair Brecht, and Community Development Director Doty interviewed candidates and are recommending Josh Pennington for the position.

FINANCIAL IMPLICATIONS

There are no financial implications related to these appointments as the commissioners serve on a volunteer basis.

STAFF RECOMMENDATIONS

Staff recommends the City Council approve the appointment of Josh Pennington to the open seat on the Parks and Trails Commission.

COUNCIL ACTION REQUESTED

MOTION to approve the appointment of Josh Pennington to the Parks and Trails Commission.

UTILITIES COMMISSION
October 5, 2016

The regular meeting of the Baxter Utilities Commission was called to order at 5:31 p.m. by Commissioner Shawn Crochet.

MEMBERS PRESENT: Commissioners Jack Christofferson, Doug Wolf, Acting Chairman Shawn Crochet and Council Liaison Mark Cross.

MEMBERS ABSENT: Commissioner Dave Franzen and Chairman Rock Yliniemi.

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

OTHERS PRESENT: WSN Consulting Engineer Aric Welch, SEH Consulting Engineer Scott Hedlund, WSB Consulting Engineer Chuck Rickart, Bolton & Menk Consulting Engineer Mike Rardin, Steve & Debbie Vitale, and Keith Bachman.

APPROVAL OF MINUTES

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to approve the Utilities Commission minutes of September 7, 2016. Motion carried unanimously.

WSN PROPOSAL FOR ENGINEERING SERVICES FOR THE FORESTVIEW AREA STORMWATER OUTLET STUDY

Public Works Director/City Engineer Walter informed the commission the City has received concerns/complaints regarding the elevated water levels from residents along Scenic River Drive and several business owners within the Industrial Park Phase II area.

The catch basins in the loading dock areas along College Road, Dogwood Drive and Goedderz Road have water that is either standing in the loading dock areas or recedes to about 2" to 6" below the top of the grate. Public Works Director/City Engineer Walter reviewed the storm sewer piping, elevations and drainage within the area and gave past history on the phasing of the Industrial Parks and storm water system.

Steve & Debbie Vitale who have buildings located at 13469 & 13499 Dogwood Drive informed the commission that when they purchased the Dogwood Drive site there was 5 feet of fill that was brought onto the site before construction began. The loading docks have standing water since the storm water pipe backs up with the excessive rain events this summer.

The commission held an extensive discussion on the existing conditions, elevations and directional flow of the stormwater ponds in the Industrial Park area. Public Works Director/City Engineer Walter stated the WSN engineering proposal will help find out the reasons behind these concerns and hopefully some solutions with proposed costs. A short term solution would be to pump the water to the south pond in Industrial Park Phase III without overflowing onto the county's tax forfeited property located on Hastings Road.

UTILITIES COMMISSION – 10/05/16

WSN Consulting Engineer Welch reviewed the WSN Proposal to prepare a preliminary stormwater study to investigate a potential outlet/overflow for the isolated wetlands located near the intersection of Highland Scenic Road (CSAH 48) and Evergreen Drive.

With the precipitation the City has experienced over the last several months, surface water and ground water elevations within the City are nearing an all-time high. The large wetland complex located west of Evergreen Drive is directly connected to the smaller wetland located south of CSAH 48 and east of Scenic River Drive. These wetlands are located at the bottom of the immediate watershed area and rising water levels are beginning to pose a threat to adjacent developed and undeveloped properties.

WSN understands that the City would like to investigate the potential of adding a stormwater outlet/overflow through the Forestview residential neighborhood to the Mississippi River. WSN is aware that some outlet ditching work was completed by a private developer roughly around the time the property was platted in 1991. Evidence of the ditch is still visible through the First Addition to Mississippi Bluffs.

WSN proposed scope of services is as follows:

- Meet with City staff to define the study area and identify the study parameters.
- Create a base map of the study area using available property information, aerial photos, topography information and LiDAR surface data.
- Complete a supplementary topographic survey to ground truth the LiDAR data and pick up additional items such as culverts that are not evident or visible in the aerial photography.
- Meet with the property owner of out lots in the First Addition to Mississippi Bluffs to get the history on the ditch work completed in the early nineties.
- Review potential stormwater outlet locations.
- Layout potential stormwater conveyance options.
- Review permitting requirements of the proposed storm sewer outlet to the Mississippi River.
- Calculate proposed improvement costs.
- Compile and summarize findings in a letter report format.
- Present the study to the Utilities Commission and City Council.

WSN proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the Lump Sum fee of \$5,750. WSN proposes to have the report completed within 45 days of the notice to proceed.

MOTION by Council Liaison Cross, seconded by Commissioner Wolf to approve the WSN Proposal for Engineering Services for the Forestview Area Stormwater Outlet Study in the lump sum fee of \$5,750.00 and as a short term solution pump the water to the south pond in Industrial

UTILITIES COMMISSION – 10/05/16

Park Phase II without overflowing onto the county's tax forfeited property. Motion carried unanimously.

WATER TREATMENT PLANT FLOAT DOWN DECANTER

Public Works Director/City Engineer Walter reviewed the February approval of the engineering and design of the decanter. Staff would like to install the float down decanter in November or December when the basin is drained. Public Works Director/City Engineer Walter submitted the WW Goetsch Backwash Recycle Pump Decanter proposal and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the WW Goetsch Backwash Recycle Pump Decanter in the amount of \$11,283.00. Motion carried unanimously.

DRAFT STRIPING POLICY

Public Works Director/City Engineer Walter gave a brief update on the striping policy that staff had started several years ago and the need to get the policy finished recommended to City Council for approval.

The commission discussed striping in residential and commercial areas and the need to be consistent throughout the entire city. The striping budget is \$30,000.00 - \$35,000.00 per year which is approximately 7 – 8% of the total annual streets budget.

Commissioner Christofferson stated that his neighborhood had centerline striping done this year after the mill and overlay was completed. The new surface has increased the speed on the road and the striping is keeping the vehicles on the right side of the road. His neighborhood never had stripes before and he thinks it's a nice improvement.

WSB Consulting Engineer Rickart provided a copy of a striping policy that he did for another city. Mr. Rickart stated that most cities do have centerline striping on their streets although very low volume roads may not require any stripes.

Public Works Director/City Engineer Walter requested the commission travel a few of the residential and commercial streets to review the existing striping before the next Utilities Commission meeting in November. WSB Consulting Engineer Rickart will also do a visual inspection of several residential streets and be ready to discuss at the next meeting with the commission. The goal is to have the striping policy in place by the end of the year.

WSB TRAFFIC STUDY FOR THE DELLWOOD DRIVE DEVELOPMENT AND ADJACENT AREA

WSB Consulting Engineer Chuck Rickart reviewed the traffic study proposal for the Dellwood Drive development site and the adjacent area. The traffic study will be conducted to determine the impacts on the surrounding transportation system and will include the analysis of Dellwood Drive including the intersections of Whispering Woods Lane, Menards north and south

UTILITIES COMMISSION – 10/05/16

entrances, Country Inn and Suites/ Holiday gas station entrance, Woida Road, and TH 371 at Woida Road.

There is a proposed development at the former Wells Fargo Bank site; however, there is no site plan at this time since the property owners are still making changes and working on access issues with Menards.

Council Liaison Cross stated this development does warrant a traffic study to look at current and future access and impacts to Dellwood Drive.

Public Works Director/City Engineer Walter stated the developer will pay for \$6,000.00 of the proposed study the remaining amount is city cost since the City requested an expanded area review of the TH 371 and Woida intersection.

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to recommend City Council approve the WSB Traffic Study Proposal for the Dellwood Drive Development and Adjacent Area in the not to exceed amount of \$10,150.00. Motion carried unanimously.

DAKAR ROAD OFFICIAL MAPPING

Public Works Director/City Engineer Walter explained this section of roadway has never been officially mapped. The proposal is to officially map Dakar Road from Cherrywood Drive to Kimberlee Drive. WSN Consulting Engineer Welch reviewed the survey sketch and description map for Dakar Road showing the proposed road alignment.

MOTION by Council Liaison Cross, seconded by Commissioner Christofferson to advise the Long Range Planning Commission that the Utilities Commission recommends approval of officially mapping Dakar Road from Kimberlee Drive to Cherrywood Drive. Motion carried unanimously.

DAKOTA SUPPLY GROUP FIXED NETWORK WATER METER REPLACEMENT PROJECT CHANGE ORDER NO. 1

Public Works Director/City Engineer Walter reviewed the Dakota Supply Group Change Order No. 1 for the 2016 Fixed Network Water Meter Replacement Project. Public Works Director/City Engineer Walter has no concerns with Change Order No. 1 and recommends approval.

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to recommend City Council approve the Dakota Supply Group Change Order No. 1 in the increased amount of \$36,129.50 and a time extension request for the final completion date change from November 30, 2016 to December 31, 2016 for the 2016 Fixed Network Water Meter Replacement Project. Motion carried unanimously.

UTILITIES COMMISSION – 10/05/16

DAKOTA SUPPLY GROUP FIXED NETWORK WATER METER REPLACEMENT PROJECT PARTIAL PAY ESTIMATE NO. 2

Public Works Director/City Engineer Walter reviewed the Dakota Supply Group Partial Pay Estimate No. 2 for the 2016 Fixed Network Water Meter Replacement Project. Public Works Director/City Engineer Walter had no concerns with Partial Pay Estimate No. 2 and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the Dakota Supply Group Partial Pay Estimate No. 2 in the amount of \$93,269.56 for the 2016 Fixed Network Water Meter Replacement Project. Motion carried unanimously.

2016 CITY OF BAXTER CHIP SEALING PROJECT UPDATE

Bolton & Menk Consulting Engineer Rardin reviewed past sealcoat projects, 2016 PASER rating results, an evaluation of improvements made to the street network over the past three years, and street segments proposed for 2017 sealcoating.

The City has combined their past sealcoat projects with Crow Wing County for a variety of reasons. Now that the City program is more fully developed and of considerable size, contracting for this work separately from the County is recommended by both Consulting Engineer Rardin and City Staff. The following rationale supports this recommendation:

- The City will directly own the contract resulting in better communications with and control of the contractor.
- City project needs are different than the County so inherent conflicts occur (materials, operations, construction timing, contractor skills /experience to name a few).
- Total City project costs (Admin, Design Engineering and Construction Engineering) are expected to remain the same or be reduced in cost.

Public Works Director/City Engineer Walter felt that communications would be smoother since the City would be in control of the contract and have direct contact with the contractor.

Consensus of the commission was to continue with Bolton & Menk as the project engineer for the 2017 Chip Seal Project. The commission recognizes the city's Requests for Proposals Policy; however, they believe it to be in the best interest of the City to deviate from the schedule and threshold established within this policy since Bolton & Menk has been the project engineer for the past four years with a considerable amount of knowledge and experience.

Utilities Commission requested Bolton & Menk Consulting Engineer Rardin return to the November 2, 2016 commission meeting with as engineering proposal for the 2017 City of Baxter Chip Sealing Project.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT UPDATE

Bolton & Menk Consulting Engineer Rardin reviewed the project update.

UTILITIES COMMISSION – 10/05/16

Work Progress - Sixth Update

Since the last project update the Contractor has completed street grading, aggregate base construction, pavement reclamation on the north and south ends of the project, construction of all concrete curb/gutter and flatwork, construction of the bituminous pavement base course, sprinkler repairs, and sealed the joints of the 66” storm sewer; and, the contractor is currently grading and spreading topsoil behind the curbs along with raising iron in anticipation of wear course construction shortly.

The City considered and approved Change Order No. 1, approximately \$12,950 during September. This also changed the substantial completion date from September 30th to October 7th.

Project Schedule

Based on the contractor’s proposed schedule, the following is a brief summary of future construction activities:

September - complete 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 the schedule they proposed for this project. No schedule concerns are noted at this time.

Completion Dates

The contract calls for substantial completion by October 7th with final completion by October 14th.

Costs

Construction costs have increased approximately another \$20,720 due to the following changes:

Item	Reason	Approximate Cost
Storm Sewer Repair	Hole found in existing storm sewer / subgrade collapse; realignment / setting of existing catch basins and castings	\$5,300
Curb Removal / Replacement	Additional repairs discovered after reclamation was completed	\$4,100
Pave Universal Drive	Additional pavement needed to be removed and replaced due to storm sewer installation / traffic	\$5,300
Concrete Driveway Entrances	Replacement of 6 entrances with concrete pavement rather than the planned bituminous pavement	\$6,020

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These changes have increased the project cost approximately \$33,800. All of the above changes were either requested or found to be acceptable to the Project Engineer and City staff.

The first change above has been incorporated into Change Order Number 2. The other changes identified above will be incorporated into a future change order for future Commission consideration. 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 storm sewer relocations has resulted in extra engineering work and costs. The City Council was apprised of the estimated costs for this extra work, the storm sewer inspection costs, and the storm 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.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT CHANGE ORDER NO. 2

Bolton & Menk Consulting Engineer Rardin reviewed Change Order No. 2 for the 2016 Golf Course Drive Improvements Project with the commission. The change order included the following items:

- Concrete curb & gutter rebar
- Reconstruct drainage structure
- Realign existing catch basin structures
- Reinstall castings

Bolton & Menk Consulting Engineer Rardin had no concerns with Change Order No. 2 and recommends approval.

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to recommend City Council approve the Anderson Brothers Change Order No. 2 in the increased amount of \$5,281.00 for the 2016 Golf Course Drive Improvements Project. Motion carried unanimously.

2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO. 2

Bolton & Menk Consulting Engineer Rardin reviewed Partial Pay Estimate No. 2 for the 2016 Golf Course Drive Improvements Project with the commission. Bolton & Menk Consulting Engineer Rardin had no concerns with Partial Pay Estimate No. 2 and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the Anderson Brothers Partial Pay Estimate No. 2 in the amount of \$410,194.36 for the 2016 Golf Course Drive Improvements Project. Motion carried unanimously.

UTILITIES COMMISSION – 10/05/16**2015 MILL AND OVERLAY PROJECT UPDATE**

SEH Consulting Engineer Hedlund submitted the following summary of the final project costs:

Construction:	\$2,205,026.00
Engineering and Testing:	\$ 229,810.00
Admin, Legal, Miscellaneous*:	<u>\$ 66,164.00</u>
Total:	\$2,501,000.00

*Assumed 3%.

The total project cost estimated for final assessments was \$2,542,385.00. The project is still under budget at approximately \$41,000 dollars.

2015 MILL AND OVERLAY IMPROVEMENTS FINAL PAY ESTIMATE NO. 6

SEH Consulting Engineer Hedlund reviewed Final Pay Estimate No. 6 for the 2015 Mill & Overlay Improvements Project with the commission. Mr. Hedlund had no concerns with Final Pay Estimate No. 6 and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the Anderson Brothers Final Pay Estimate No. 6 in the amount of \$33,463.68 for the 2015 Mill and Overlay Improvements Project. Motion carried unanimously.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT UPDATE

SEH Consulting Engineer Hedlund gave an update on the status of the various work tasks on the 2016 Fairview Road Improvements project:

Construction

The final walk through with the City, SEH, and Contractor was on September 8, 2016. Project construction is complete with the exception of some miscellaneous punch list items.

Private Utility Work

With the exception of CTC reinstalling some vault location marker signs, and CenterPoint Energy reinstalling some facility markers/signs, the private utility work in the corridor is complete.

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

Total project budget:

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

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Total final costs are still being calculated and reviewed, but it appears it will be close to the \$1.3 Million Dollars.

Consultant budget:

There are no unapproved scope changes at this time.

2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO. 4

SEH Consulting Engineer Hedlund reviewed Partial Pay Estimate No. 4 for the 2016 Fairview Road Improvements Project with the commission. SEH Consulting Engineer Hedlund had no concerns with Partial Pay Estimate No. 4 and recommends approval.

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to recommend City Council approve the Anderson Brothers Partial Pay Estimate No. 4 in the amount of \$93,513.37 for the 2016 Fairview Road Improvements Project. Motion carried unanimously.

2018 CYPRESS DRIVE IMPROVEMENTS PROJECT FROM COLLEGE ROAD TO EXCELSIOR ROAD MEMORANDUM

SEH Consulting Engineer Hedlund gave an update on the status of the various work tasks on the project:

Preliminary Design

- Topographic design survey update work has started.
- Gopher state one call utility locate tickets have been called in.
- Property ownership and encumbrance reports have been ordered.
- Traffic study update work has started.
- Stormwater design update work has been started.
- Geometric design update work has started.

Railroad Agreements

- Working with BNSF on site access.

Phase 1 Environmental Site Assessment

- Agency files have been requested, records ordered
- Contacts have been made with MNDOT, BNSF environmental staff.
- Started background assessment work.

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

Total project budget:

- The preliminary total project budget based on the 2016 bonding bill request is \$10.8M.
- An updated budget is being developed with the preliminary design.

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Consultant budget:

There are no unapproved scope changes at this time.

Mr. Hedlund explained that part of the scope for the recent SEH Cypress Drive contract was reviewing the adequacy of past geotechnical evaluation reports (i.e. soil borings) in the project area and make a recommendation on the need for additional investigation. There is inadequate soil boring information on the Cypress Drive corridor south of the railroad property. Mr. Hedlund recommends hiring Braun Intertec to complete a geotechnical evaluation report for this area.

The Braun scope will include 14 (each) standard penetration test borings generally ranging from 15 – 20 feet in depth, and 1 (each) double split ring infiltrometer test in a proposed stormwater pond area. The report will contain recommendations on general construction of street and utility improvements, including assumed R-value, subgrade corrections, trench excavation and backfill, pipe bedding, and dewatering.

The proposed fee is not to exceed \$12,870.00 with Braun as a sub consultant to SEH which has been past practice on other City projects. A formal contract is planned to be brought to the October 18, 2016 City Council meeting for final approval consideration.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the SEH/Braun Intertec contract for soil borings in the not to exceed amount of \$12,870.00 for the 2018 Cypress Drive Improvements Project. Motion carried unanimously.

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

Shouldering, turf restoration and pavement markings are now complete and the Contractor has been working on punch list items.

Work Remaining

The signage for the project including “No Parking” signs on Maplewood Drive and trail signs on College Road and Cedardale Lane have not been completed. The signs have been ordered and should be installed in the next couple of weeks. The Contractor also continues to work on final punch list items. WSN anticipates all work will be complete and ready for final payment by the middle of October.

Changes

Permanent Erosion Control

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- Flexamat (permanent erosion control mat similar to rip rap) was installed at the curb spillway on the 90-degree Maplewood Drive curve, the storm sewer outlet to White Sand Lake and the driveway culvert on John Street.

Maplewood Signage

- “No Parking” signs will be added to the curbed sections of roadway by the school and 90-degree curve. Sign modifications are also planned for the dead end portion of the Maplewood Drive east of Art Ward Drive.

A Change Order will be prepared to address the changes outlined above and in the previous project updates. The Change Order will accompany the final pay estimate.

Pay Estimate

Total earned to date to the Contractor is \$806,865.64. Retainage is \$40,343.28 or 5% of the amount earned. Total due this pay estimate is \$61,757.17. The project is currently under budget.

2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT PARTIAL PAY ESTIMATE NO. 3

WSN Consulting Engineer Welch reviewed Partial Pay Estimate No. 3 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. 3 and recommends approval.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the Tri-City Paving Partial Pay Estimate No. 3 in the amount of \$61,757.17 for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project. Motion carried unanimously.

WSN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES – FEE AMENDMENT REQUEST FOR THE 2016 MILL AND OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT

During the course of the project WSN completed additional work that WSN feels is above and beyond the original scope of the project. The changes in project scope and associated fee amendment are summarized below:

Change in Project Scope	Requested Fee Amendment
Maplewood Drive Corner Storm Sewer and Curb	\$1,669.50

This work is associated with the preliminary design, final design, construction staking and construction observation of the curb and storm sewer installed at the 90-degree curve. The curb and storm sewer was not part of the original design and was added by the Council after reviewing the options prepared by the Engineer.

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Maplewood Drive Signage \$718.00

This work is associated with the addition of "No Parking" signs along the curbed portions of the roadway by the school and the 90-degree curve. Signage modifications were also made to the dead end portion of Maplewood Drive east of Art Ward Drive.

Cemetery Paving \$1,558.00

This work is associated with the coordination and construction observation of the grading and paving of the Cemetery roadways. Additional work included coordination and construction observation.

Additional Ditch Work \$741.00

This work is associated with additional swale work on Maplewood Drive. Additional swales were constructed along the west side of Maplewood Drive near the 90-degree curve. Additional work included coordination, agreement preparation for work on private property and construction observation.

Mill & Overlay Additional Bituminous Patching \$1,239.00

This additional work is associated with construction observation of the additional bituminous patching work required in the residential mill & overlay project area. The estimated bituminous patching quantity was 1,010 SY. The actual quantity of patching was 2,263 SY. Madeline Drive was also patched/overlaid with 1.5" of bituminous before receiving the final 2" bituminous overlay.

College Road Trail Signage and Ped Ramp \$774.00

This additional work is associated with the addition of the pedestrian curb ramp and associated trail signage for the private drive located just west of Navillus Court West.

Additional Record Drawing Work \$953.00

The additional items described above such as the storm sewer, signage, swales and bituminous patching required additional survey and record drawing preparation work to accurately show the finished improvements and to provide the City with accurate locations for the GIS system.

Total Requested Fee Amendment \$7,652.50

A detailed breakdown of the costs associated with each additional task outlined above was provided in Attachment A.

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In addition to the requested fee amendment, we are also seeking a modification to our agreement to cover the following reimbursable expenses that were requested by City staff but were not included in our original agreement:

Reimbursable Expense	Requested Amount
Mailbox Replacement	\$91.30

This expense is associated with the replacement of a broken mailbox located on Brentwood Drive. The mailbox was damaged by the Contractor during the milling operations and the property owner contacted the City. In an effort to replace the mailbox as quickly as possible, City staff authorized the Engineer to find and purchase the same mailbox for the Contractor to install. The Contractor caused the damage and the cost of the mailbox will be removed from the final payment.

Residential Mailing	\$144.00
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The request for proposals indicated that all required mailings and notices for the project would be completed by City Staff. During construction, City staff directed the Engineer to prepare and mail a notice to the Southdale project area to address some schedule and construction related issues.

Total Requested Reimbursable Expenses	\$253.30
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Our previous approved "Not to Exceed" fee was \$164,409. Including the above \$7,652.50 fee increase and \$253.30 in reimbursable expenses, the revised total WSN fee is a "Not to Exceed" \$172,314.80.

The commission felt the fee amendment request was justifiable and should be paid. Mr. Welch stated the project is still under budget.

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to recommend City Council approve the WSN Agreement for Professional Engineering Services – Fee Amendment Request for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project in the increased amount of \$7,905.80 for a total not to exceed contract of \$172,314.80. Motion carried unanimously.

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

WSN Consulting Engineer Welch reviewed the project update.

Summary of Work Completed Since Last Update

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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 but our numerous attempts contact the property owner has not garnered any response. The property is being sold on a contract for deed and the current occupant (Lakes Audio) does not have any issues with the proposed right-of-way.

The vacation hearing to complete the Positive Realty, Mau and Tanner property has held on September 9, 2016.

Changes

WSN review and recommendation on Change Order No. 4 was sent to the Contractor in August. At the September Utilities Commission meeting WSN reported the Contractor had not completed their review of our recommendations and the change order was tabled. WSN has still not received any correspondence regarding the change order from the Contractor.

Potential Law Suit

WSN is 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.

WSN PROPOSAL FOR ENGINEERING SERVICES FOR THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) REVIEW

WSN Consulting Engineer Welch explained that he recently met with city staff with regards to compliance with the City's MS4 permit.

Mr. Welch reviewed the WSN Proposal to assist the City of Baxter with a review of their current Stormwater Pollution Prevention Plan (SWPPP). Their review will be based upon the Minnesota Pollution Control Agency (MPCA) General Permit (GP) No. MNR040000 for Municipal Separate Storm Sewer Systems (MS4) dated August 1, 2013. The City of Baxter is an MS4 city required to be in compliance with the GP as of December 1, 2013.

WSN has previously provided considerable input and data during the MS4 GP implementation process and are very familiar with the City of Baxter's municipal storm water system. WSN staff has also assisted the City of Alexandria with a compliance check and is very familiar with the GP and its requirements. Our familiarity with the City of Baxter's system, the GP, strong local presence, and dedication to the City make WSN a prudent choice to assist in completing a compliance check of the City's SWPPP with the MS4 regulations effective August 1, 2013. In addition, WSN will be readily available to assist with future endeavors, if necessary.

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Key items to review include:

- Application and submittal information
- Written procedures for Enforcement Response Procedures
- Storm sewer system mapping
- Ponds, wetlands and lakes inventory
- Public education emphasis
- Illicit discharge recognition, training, reporting and prioritizing
- Spill response procedures
- Written procedures for conducting plan reviews including non-compliant plans
- Written procedures for conducting site inspections
- Post-construction control of discharge volume, TSS and Phosphorus
- Infiltration regulations
- "Legal Mechanisms" for long-term maintenance of post-construction BMPs
- MS4 owned/operated facility inventory and inspection
- Procedures and a schedule for assessing pond treatment effectiveness
- Documentation for the six Minimum Control Measures (MGM's)

The proposed scope of services is as follows:

SWPPP Compliance Assessment and Report

Our approach to assist the City of Baxter with developing a SWPPP that is compliant with the MPCA GP involves first meeting with City staff to become aware of all documentation and program efforts in place. WSN will then analyze each portion of the SWPPP and compare it with the GP requirements. Through the process, we will note deficiencies and complete a report outlining recommended modifications that need to be made to gain compliance. Tasks included in our proposal are:

- Meet with City staff to review SWPPP documentation and procedures
- Analyze SWPPP for compliance with MPCA GP
- Complete report documenting deficiencies and recommendations for compliance

WSN proposes to perform the services described above for a Lump Sum fee of \$9,320.

WSN will keep City staff informed of the project status and propose to have all work completed within 60 days of your authorization to proceed.

Public Works Director/City Engineer Walter stated this audit will assist the Storm Water Department to get back on track with the MS4 permit. Public Works Director/City Engineer Walter explained the City of Northfield was audited by the MPCA in 2015 and as a result there were fines and very significant required changes to Northfield as a result. Public Works Director/City Engineer Walter submitted a copy of the Northfield letter to the MPCA of the

UTILITIES COMMISSION – 10/05/16

significant changes they were required to make to their MS 4 Permit as a direct result of the audit.

MOTION by Commissioner Wolf, seconded by Commissioner Christofferson to approve the WSN Proposal for Engineering Services for the Stormwater Pollution Prevention Plan Review in the lump sum amount of \$9,320.00. Motion carried unanimously.

MnDOT ISLE DRIVE TURNBACK FOR THE 2015 ISLE DRIVE IMPROVEMENTS PROJECT

The MnDOT Isle Drive turnback for the 2015 Isle Drive Improvements Project was submitted to the commission as information only.

WASTEWATER TREATMENT PLAN CHARGES FOR AUGUST & SEPTEMBER

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

OTHER BUSINESS

Council Liaison Cross gave a brief update on the Brainerd Wastewater Treatment Plant Annexation proposal.

ADJOURNMENT

MOTION by Commissioner Christofferson, seconded by Commissioner Wolf to adjourn the meeting at 8:45 p.m. Motion carried unanimously.

Approved by:

Submitted by:

Rock Yliniemi
Chairman

Mary Haugen
Administrative Assistant



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September 27, 2016

Trevor Walter, P.E.
Public Works Director/City Engineer
City of Baxter
P.O. Box 2626
Baxter, MN 56425

**RE: Proposal for Engineering Services
Forestview Area Stormwater Outlet Study
Baxter, MN**

Dear Mr. Walter:

In response to your request, we are pleased to present our proposal to prepare a preliminary stormwater study to investigate a potential outlet/overflow for the isolated wetlands located near the intersection of Highland Scenic Road (CSAH 48) and Evergreen Drive.

With the precipitation we have experienced over the last several months, surface water and ground water elevations within the City are nearing an all-time high. The large wetland complex located west of Evergreen Drive is directly connected to the smaller wetland located south of CSAH 48 and east of Scenic River Drive. These wetlands are located at the bottom of the immediate watershed and raising water levels are beginning to pose a threat to adjacent developed properties.

It is our understanding the City would like to investigate the potential of adding a stormwater outlet/overflow through the Forestview residential neighborhood to the Mississippi River. We are aware that some outlet ditching work was completed by a private developer probably around the time the property was platted in 1991. Evidence of the ditch is still visible through the First Addition to Mississippi Bluffs.

Our proposed scope of services is as follows:

- Meet with City staff to define the study area and identify the study parameters.
- Create a base map of the study area using available property information, aerial photos, topography information and LiDAR surface data.
- Complete a supplementary topographic survey to ground truth the LiDAR data and pick up additional items such as culverts that are not evident or visible in the aerial photography.
- Meet with the property owner of out lots in the First Addition to Mississippi Bluffs to get the history on the ditch work completed in the early nineties.
- Review potential stormwater outlet locations.
- Layout potential stormwater conveyance options.
- Review permitting requirements of the proposed storm sewer outlet to the Mississippi River.
- Calculate proposed improvement costs.
- Compile and summarize findings in a letter report format.
- Present the study to the Utilities Commission and City Council.

WSN proposes to perform the services described above on an hourly basis, in accordance with the attached fee

schedule, for the **Lump Sum fee of \$5,750**. We propose to have the report completed within 45 days of the notice to proceed.

If you are in agreement with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed.

We realize this is an important project to the City and for that reason, we welcome the opportunity to sit down with you and your staff to go over this proposal and review the approach and work tasks we have listed. If necessary, we will revise the proposal to better conform to the needs of the City for this project.

We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff to make this proposed project a reality.

Sincerely,



Aric Welch, P.E.

.....
Proposed by Widseth Smith Nolting


Kevin Wernberg, Executive Vice President

Approved as to form and content by the Baxter City Attorney

J. Brad Person Date

Accepted by City of Baxter: The above proposal and attached General Conditions are satisfactory and WSN is authorized to do the work as specified. Payment will be made monthly in accordance with percent of the total work scope completed at the time of invoicing. Owner may accept this contract through the signature of its authorized representative below, verbally, or by permitting WSN to commence work on the project.

Date

Date

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WSN Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WSN.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WSN

- A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.
1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.
 2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.
 3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WSN.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
 4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WSN in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1% per month, or the maximum amount authorized by law, whichever is less. WSN shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WSN may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WSN has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WSN shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WSN's resumption of services, the time for performance of WSN's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WSN to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WSN under this Agreement except for payment of an amount for WSN's anticipated profit on the value of the services not performed by WSN and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WSN shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

Should WSN choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WSN. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WSN makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WSN.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

- A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:
1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
 3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
 4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
 5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
 7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
 8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.
- If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.
- With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treator, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, 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 asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

- B. WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WSN's experience and qualifications and represent WSN's judgment as an experienced design professional. It is recognized, however, that WSN does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WSN's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WSN does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WSN to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WSN has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

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

Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed \$1,000,000 on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

Trevor Walter

From: Kevin Cassady
Sent: Monday, June 13, 2016 1:28 PM
To: Trevor Walter
Cc: naemqureshi@pce.com
Subject: FW: Baxter WTP - Recycle Pump modifications
Attachments: Cover Fax (15).doc

Trevor, this is the quote to install the floating decanter system in the reclamation basin. This work would take place this fall when we clean the basin. I told John Gallagher that we would supply manpower and the Vactor to assist in the work to expedite. I wasn't going to pursue (2) quotes because W.W. Goetsch supplied all of our high service pumps and related equipment when the plant was built so it is the cities best interest to stay with the same vendor. If requested, I will obtain a second quote.

From: John Gallagher [<mailto:jgallagher@wwgoetsch.com>]
Sent: Monday, June 13, 2016 11:53 AM
To: Kevin Cassady
Cc: Naeem Qureshi
Subject: Baxter WTP - Recycle Pump modifications

Proposal attached – please advise if you have any questions – thanks for the opportunity

John Gallagher
W W Goetsch Associates
(952) 374-6473
(612) 325-7549 cell
jgallagher@wwgoetsch.com

15250 West 74th Street
 Minneapolis, MN 55439-2226
 Phone: 952-831-4340
 Fax: 952-831-2357
 E-mail: jgallagher@wwgoetsch.com

WWGOETSCH
 ASSOCIATES, INC.

To: Kevin Cassady **From:** John Gallagher

Company: Baxter WTP

Fax: **Pages:** 1

Phone: 218-838-5279 **Date:** June 20, 2016

Re: Backwash Recycle Pump **CC:** Naeem Qureshi - PCE
 Modifications

Per your request, we offer the following quotation for modifying the above listed pump:

MATERIAL

- New, shorter top column section with shaft (this will shorten overall pump length)
- New suction case with spool (this is to replace existing suction bell)
- New 6" base elbow
- Stainless support stand for new base elbow (anchored to wetwell floor)
- New Megator 6" stainless floating suction strainer with 6" non-floating hose (15')
- 6" flanged King combo nipple (for a flanged hose connection to the 6" elbow)
- Various stainless nuts and bolts

Materials cost, includes inbound shipping.....\$ 9,083.00

LABOR – 2 men from WWG (with 1 add'l man from the city)

- Remove motor, lift pump and remove top column section
- Install shorter top column section, which then shortens the pump length
- Re-install motor
- Remove section of concrete wall at bottom of wetwell – concrete saw provided by WWG
- Remove concrete debris from wetwell
- Remove pump suction bell and install pump suction case
- Install 6" base elbow.....install and anchor base elbow support
- Connect 6" suction hose to elbow on one end and strainer on the other

Labor cost for the above.....\$ 2,200.00

Taxes not included

Lead time for materials = 3 weeks

Thanks for the opportunity

John Gallagher



September 23, 2016

Mr. Trevor Walter, PE
Public Works Director/City Engineer
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

Re: Traffic Study Proposal
Dellwood Drive Development and Adjacent Area
City of Baxter, MN

Dear Mr. Walter:

WSB & Associates, Inc. (WSB) is pleased to submit this proposal to prepare a Traffic Study for the Dellwood Drive development and adjacent area. The proposed Dellwood Drive development is anticipated to consist of two buildings with a mixture of service retail and restaurant uses. All access from the site will be through driveway connections to Dellwood Drive. In addition to the proposed Dellwood Drive development the Study will include an analysis of other anticipated developments in the area.

The study area will include the analysis of Dellwood Drive including the intersections of Whispering Woods Lane, Menards north and south entrance, Country Inn and Suites/ Holiday gas station entrance, Wolda Road, and TH 371 at Wolda Road. As a result of the additional development area being considered and additional intersections being analyzed it is anticipated that the developer and City will share in the cost of the study.

The Traffic Study for the proposed development and adjacent area will be conducted to determine the impacts on the surrounding transportation system. Based on our understanding of the project we have developed a Scope of Work, Schedule and Cost Estimate to complete the Traffic Study. Listed below are the proposed major elements of each work task.

Scope of Work

Task 1 – Data Collection: WSB will collect available data from the City of Baxter and developer. This will include proposed site plans and proposed improvement plans in electronic format. In addition updated traffic volume data will be collected at the following intersections and roadway segments:

- Dellwood Drive at Whispering Woods Lane
- Dellwood Drive at Menards North and South Access
- Dellwood Drive at Hotel / Gas Station Access
- Dellwood Drive at Wolda Road
- Wolda Road at TH 371

Mr. Trevor Walter
September 23, 2016
Page 2

Task 2 - Traffic Generation/Traffic Distribution/Trip Assignment and Forecasts: WSB will estimate the number of daily, weekday AM peak hour and weekday PM peak hour trips that will be generated by the proposed site and adjacent developments. The trip generation will be developed using trip generation rates from the ITE Trip Generation Manual, 9th Edition.

The approach directional distribution for the area site generated trips will be determined based on existing traffic patterns and the City's Transportation Plan.

The estimated trips associated with the proposed development area will be assigned to the appropriate intersections / driveways and added to the existing traffic counts and non-development background traffic to determine the post development traffic volumes. Non development site background traffic will be determined based on historic traffic data from the area and included in the future year traffic forecasts.

Task 3 - Traffic Analysis: A weekday AM and PM peak hour peak hour traffic operations analysis will be conducted at the impacted key intersections and driveways for the existing (2016), one year after opening (2018) and future 2030 conditions with and without the proposed site. This will include conducting capacity and level of service (LOS) analysis at each intersection/driveway, as well as identifying any site circulation, access, or vehicle queuing issues within the area.

Task 4 – Mitigation Plan: Based on the results of the traffic analysis mitigation measures will be recommended for both short term and long term traffic conditions. This will include identification of access locations, needed roadway improvements or turn lanes with associated right-of-way.

Task 5 - Report Preparation: WSB will prepare a draft and final report documenting the Traffic Study methodologies and analysis from the above tasks including the mitigation plan for any recommendations for property access, roadway improvements and right-of-way required. WSB will submit a draft report to the City for their review. WSB will then prepare a final report incorporating any comments received from the City.

Task 6 – Meetings: WSB & Associates, Inc. will be available to attend any meetings that are necessary to discuss or present the Traffic Study. Three (3) meetings are assumed as part of this proposal, one with the City staff, one with the Utility Commission and one with the City Council. If additional meetings are required, WSB will bill those costs at our standard hourly rates.

Schedule

Based on the above Scope of Work WSB will conduct the required traffic counts the week following the notice to proceed. A draft Traffic Study will be completed within 3 weeks following completion of the traffic counts and receipt of all data. Completion of the final Traffic Study and attending at Utility Commission and City Council will be based on the City review process and timeline.

Mr. Trevor Walter
 September 23, 2016
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Cost

Based on the above scope of work the estimated cost for the developer and City's portion of each task is outlined below.

Tasks	Developer Costs	City Costs
Task 1 – Data Collection	\$1,300	\$800
Task 2 – Traffic Generation/Traffic Distribution/Trip Assignment and Forecast	\$500	\$350
Task 3 – Traffic Analysis	\$2,100	\$1,400
Task 4 – Mitigation Plan	\$950	\$650
Task 5 – Report Preparation	\$900	\$400
Task 6 - Meetings	\$500	\$300
Total Cost	\$6,250	\$3,900

WSB & Associates, Inc. will bill the City of Baxter for the actual hours worked at each employee classification times the current WSB hourly rates for that employee classification up to the maximum of \$10,150.

Once again, we appreciate the opportunity to assist the City of Baxter in the completion of this project. If you have any questions regarding our proposal, please contact me at 763-287-7183.

Sincerely,

WSB & Associates, Inc.



Charles T. Rickart, PE, PTOE
 Project Manager/Principal

CITY OF BAXTER

 Authorized Signature

 Its

 Date

cc: Josh Doty, City of Baxter



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

CHANGE ORDER

Saint Paul, MN September 27 20 16 Proj. No. 16035.000 Change Order No. 1

To Dakota Supply Group, 620 16th Ave South Hopkins, MN 55343

for Fixed Network Water Meter Replacement

for City of Baxter, Minnesota

You are hereby directed to make the following change to your contract dated March 16, 20 16. The change and the work affected thereby is subject to all contract stipulations and covenants. This Change Order will (increase) the contract sum by Thirty Six Thousand One Hundred Twenty Nine Dollars and 50/100 (\$ 36,129.50).

This change order provides for changes in the work of this contract according to the attached itemization. The completion dates are also changed and the installations shall be completed by November 23, 2016 and final completion shall now be December 31, 2016.

NET CHANGE =

Amount of Original Contract		\$	883,841.33
Additions approved to date (Nos.)			
Deductions approved to date (Nos.)			
Contract amount to date		\$	883,841.33
Amount of this Change Order (Add)		\$	36,129.50
Revised Contract Amount		\$	919,970.83

Approved _____
 Owner

TKDA

By _____

By Matthew R. Ellingson
 Matthew R. Ellingson, PE

Approved DSG
 Contractor

By [Signature]



CHANGE ORDER #1

Dakota Supply Group (DSG)

620 16th Ave South
Hopkins, MN 55343
Company: (952) 890-3811

Brad Simms

Territory Manager

bsimms@dsginc.biz

Mobile: (952) 300-0352

DATE: September 23, 2016

TO:

City of Baxter
Attn: Todd DeBoer
13190 Memorywood Drive
Baxter, MN 56425

REFERENCE:

**Change Orders for City of Baxter
Water Meter Change-out & AMI Project**

QTY	DESCRIPTION	PRICE	TOTAL
<u>Change Order on May 25, 2016 - Approved by Trevor Walters (DSG-C348181)</u>			
<i>- Mi.Net Node Wall Bracket to protect Mi.Net Node on Commercial Meters</i>			
600	Mi.Net Node Wall Mount Bracket for Commercial Accounts	\$ 7.75	\$ 4,650.00
600	Installation of Mi.Net Node Wall Mount Bracket for Commercial Accounts	\$ 5.95	\$ 3,570.00
<u>Change Order on May 25, 2016 - Approved by Trevor Walters (DSG-C308972)</u>			
<i>- Bid included 5ft wire from Meter to Mi.Net Node</i>			
2291	Per Meter Adder for 25 ft Wire on Hersey 420B 5/8" x 3/4" Bronze Meters	\$ 5.00	\$ 11,455.00
<u>Change Order on July 6, 2016 - Approved by Kevin Cassady (DSG-C281459)</u>			
<i>- Meter for City Stock</i>			
6	1.5" Bronze Elliptical Flange Set	\$ 61.95	\$ 371.70
6	2" Bronze Elliptical Flange Set	\$ 73.95	\$ 443.70
12	1" Meter Couplings & Gaskets	\$ 13.95	\$ 167.40
15	Model 420 Chamber Assembly	\$ 56.00	\$ 840.00
15	Model 420 Chamber O-Ring	\$ 1.00	\$ 15.00
15	Model 420 Strainer Retainer	\$ 1.00	\$ 15.00
15	Model Iron Bottom Plate/Gasket/Liner	\$ 11.00	\$ 165.00
10	Model 452 Chamber Assembly	\$ 170.00	\$ 1,700.00
10	Model 452 Strainer	\$ 6.00	\$ 60.00
10	Model 452 iron Bottom Plate/Gasket/Liner	\$ 26.00	\$ 260.00
100	3M Scotchlok Connectors (UY2)	\$ 0.11	\$ 11.00
<u>Change Order on August 4, 2016 - Approved by Todd DeBoer (DSG-C346197)</u>			
<i>- Meter & Remote TruRead Display for Opt-out Customers</i>			
4	Hersey 420B 5/8" x 3/4" Bronze Meter, Translator Register, 6-dial Terminal Screw	\$ 112.25	\$ 449.00
4	Hersey TruRead Meter Remote	\$ 65.25	\$ 261.00
<u>Change Order on August 22, 2016 - Approved by Trevor Walters</u>			
<i>- City Meters that were not included in original bid</i>			
1	Hersey 420B 5/8" x 3/4" Bronze Meter, Translator Register, 6-dial, Gln, Terminal Screw	\$ 112.25	\$ 112.25
3	Hersey 452 1" Bronze Meter, Translator Register, 6-dial, Gln, Terminal Screw	\$ 216.75	\$ 650.25
4	Hersey 562 1.5" Bronze Meter, Translator Register, 6-dial, Gln, Terminal Screw	\$ 504.75	\$ 2,019.00
4	Hersey 572 2" Bronze Meter, Translator Register, 6-dial, Gln, Terminal Screw	\$ 678.75	\$ 2,715.00
<u>Change Order on August 23, 2016 - Approved by Trevor Walters (DSG-C402374)</u>			
<i>- Meters for the Mall (different size than what was included on original bid)</i>			
40	Hersey 420B, 5/8" x 1/2" Bronze Meter, SSR, 6-dial, Gln, with 25ft Wire Mi.Net Node	\$ 154.98	\$ 6,199.20
BY:	<i>Brad Simms</i>	TOTAL	\$ 36,129.50

September 23, 2016

Mr. Matt Ellingson
Water/Wastewater Engineer
TKDA
444 Cedar Street, Suite 1500
St. Paul, MN 55101

Dear Mr. Ellingson:

Dakota Supply Group (DSG) is excited to complete the water meter change out and AMI system for the City of Baxter, MN. We are on schedule with the residential and commercial installations and completed the training of the city staff on the AMI system.

The original contract had a schedule of completing the installation by October 31, 2016. DSG and our contractor Midwest Testing, LLC, are requesting an extension to Wednesday, November 23, 2016, to finalize all the meter installations. There are three types of installations that we feel may need additional time:

- 1) DSG is waiting for some commercial meters from our manufacturer Mueller Systems. The meters are from change orders from the original bid.
- 2) There are a small percentage of non-Responsive Residents that may require additional time to gain access to homes. Also, some seasonal residents have left for the winter. City staff has agreed to complete the seasonal installations next spring.
- 3) There is a small percentage of residential customers that require plumbing modifications and the local plumber needs additional time to complete work.

DSG is requesting an extension to complete the installation for the City of Baxter. Please let me know if this extension can be approved or if you have any questions. Thank you!

Sincerely,

Brad Simms
Territory Manager
952-300-0352 Mobile
bsimms@dsginc.biz

cc: Robin Boros, Midwest Testing LLC

DAKOTA SUPPLY GROUP

620 16th Avenue South, Hopkins, MN 55343

P (952)890-3811 F (952)890-8418

dakotasupplygroup.com



THE Power 
OF We AT DSG



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

September 28, 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. 2 in the amount of \$93,269.56 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.

Also enclosed is Change Order No. 1 which will add \$36,129.50 to the contract. This change order establishes the new unit prices which will be invoiced as they are used based on the quantities. Please let me know if you have any questions.

Sincerely,

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

Matthew R. Ellingson, P.E.
Project Engineer

MRE
Enclosure

Cc: Todd DeBoer



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

PERIODICAL ESTIMATE FOR PARTIAL PAYMENTS

Estimate No. 2 Period Ending September 23, 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>750,747.36</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>750,747.36</u>

Less Approved Credits	\$	<u>0.00</u>	
Less <u>5</u> % Retained	\$	<u>37,537.37</u>	
Less Previous Payments	\$	<u>619,940.43</u>	
Total Deductions	\$	<u>657,477.80</u>	

Amount Due This Estimate	\$	<u>93,269.56</u>
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Contractor 

Date 9/27/16

Engineer Matthew R. Ellinger

Date 9/27/2016

**CITY OF BAXTER, MINNESOTA
PAY REQUEST #2 - SEPT 26, 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	0	LS	\$ 6,315.79	\$ -
2	5/8" X 3/4" Meter Complete With Radio Transmitter and Meter Seal	1,314	EA	\$ 57.98	\$ 76,185.72
3	1" Meter Complete With Radio Transmitter and Meter Seal	162	EA	\$ 57.98	\$ 9,392.76
4	1-1/2" Meter Complete With Radio Transmitter and Meter Seal	45	EA	\$ 100.00	\$ 4,500.00
5	2" Disc Meter Complete With Radio Transmitter and Meter Seal	30	EA	\$ 121.05	\$ 3,631.50
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	6	EA	\$ 310.53	\$ 1,863.18
8	4" Compound Meter Complete With Radio Transmitter and Meter Seal	0	EA	\$ 405.26	\$ -
9	6" Compound Meter Complete With Radio Transmitter and Meter Seal	1	EA	\$ 521.05	\$ 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.	0	LS	\$ 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					\$ 96,094.21

**CITY OF BAXTER, MINNESOTA
PAY REQUEST #2 - SEPT 26, 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)	132	EA	\$ 15.79	\$ 2,084.28
TOTAL SCHEDULE NO. 3 WITH ALTERNATE BID ITEMS					\$ 98,178.49
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.					

Change Order No. 2

Date of Issuance: September 28, 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: 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 from previously approved Change Orders No. 1 to No. 1: \$ <u>12,947.34</u>	Increase from previously approved Change Orders No. 1 to No. 1: Substantial Completion: <u>October 7, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> dates
Contract Price prior to this Change Order: \$ <u>1,103,055.35</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 7, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> dates
Increase of this Change Order: \$ <u>5,281.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>October 7, 2016</u> Ready for Final Payment: <u>October 14, 2016</u> dates
Contract Price incorporating this Change Order: \$ <u>1,108,336.35</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

<p>RECOMMENDED:</p> <p>By: <u><i>Bryan D. Orsman</i></u> Engineer (if required)</p> <p>Title: <u>Project Engineer</u></p> <p>Date: <u>9/27/16</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: <u><i>Al Knowlton</i></u> Contractor (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>
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Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

CHANGE ORDER NO. 2
 2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT
 CITY OF BAXTER, MN
 CITY PROJECT NO. 4110
 BMI PROJECT NO. B11.111354
 WORK COMPLETED THROUGH SEPTEMBER 23, 2016

ITEM NO.	ITEM	CONTRACT QUANTITIES			PREVIOUS ESTIMATE		COMPLETED TO DATE		
		UNIT PRICE	ESTIMATED QUANTITY	UNIT	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2531.501 CONCRETE CURB & GUTTER REBAR	\$858.00	1	LUMP SUM	\$858.00	0	\$0.00	1	\$858.00
2	2506.503 RECONSTRUCT DRAINAGE STRUCTURE	\$2,438.00	1	LUMP SUM	\$2,438.00	0	\$0.00	1	\$2,438.00
3	2506.516 RE-ALIGN EXISTING CATCH BASIN STRUCTURES	\$1,655.00	1	LUMP SUM	\$1,655.00	0	\$0.00	1	\$1,655.00
4	2506.521 RE-INSTALL CASTINGS	\$330.00	1	LUMP SUM	\$330.00	0	\$0.00	1	\$330.00
TOTAL CHANGE ORDER NO. 2					\$5,281.00		\$0.00		\$5,281.00

CONTRACTOR'S PAY REQUEST		DISTRIBUTION:
2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT		CONTRACTOR (1)
CITY OF BAXTER, MN		OWNER (1)
CITY PROJECT NO. 4110		ENGINEER (1)
BMI PROJECT NO. B11.111354		BONDING CO. (1)
WORK COMPLETED THROUGH SEPTEMBER 23, 2016		
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS		\$1,108,336.35
TOTAL, COMPLETED WORK TO DATE		\$876,985.58
TOTAL, STORED MATERIALS TO DATE		\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS		\$876,985.58
RETAINED PERCENTAGE (5%)		\$43,849.28
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)		\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE		\$833,136.30
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES		\$422,941.94
PAY CONTRACTOR AS ESTIMATE NO. 2		\$410,194.36

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
11325 State Highway 210
Brainerd, MN 56401

BY:



DATE:

9/22/16

RECOMMENDED: Bolton & Menk, Inc
7656 Design Road, Suite 200
Baxter, MN 56425

BY:



DATE:

9/27/16

APPROVED: City of Baxter
P.O. Box 2626
Baxter, MN 56425-2626

BY:

Kelly Steele - Asst. City Administrator

DATE:

APPROVED: City of Baxter
P.O. Box 2626
Baxter, MN 56425-2626

BY:

Darrel Olson - Mayor

DATE:

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

BY:

DATE:

Partial Pay Estimate No. 2

2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT

CITY OF BAXTER, MN

CITY PROJECT NO. 4110

BMI PROJECT NO. B11.111354

WORK COMPLETED THROUGH SEPTEMBER 23, 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	0.50	\$19,000.00	0.80	\$30,400.00
2	2101.502	CLEARING	\$150.00	1	TREE	\$150.00	1	\$150.00	1	\$150.00
3	2101.507	GRUBBING	\$150.00	1	TREE	\$150.00	1	\$150.00	1	\$150.00
4	2104.501	REMOVE SEWER PIPE (STORM)	\$9.00	2501	LIN FT	\$22,509.00	2,555	\$22,995.00	2,555	\$22,995.00
5	2104.501	REMOVE CURB AND GUTTER	\$3.50	2581	LIN FT	\$9,033.50	301	\$1,053.50	2,841	\$9,943.50
6	2104.503	REMOVE CONCRETE SIDEWALK	\$2.60	395	SQ FT	\$1,027.00	0	\$0.00	395	\$1,027.00
7	2104.505	REMOVE BITUMINOUS PAVEMENT	\$2.05	7308	SQ YD	\$14,981.40	7,286	\$14,936.30	8,273	\$16,959.65
8	2104.509	REMOVE CASTING (STORM)	\$75.00	30	EACH	\$2,250.00	17	\$1,275.00	32	\$2,400.00
9	2104.509	REMOVE DRAINAGE STRUCTURE	\$600.00	15	EACH	\$9,000.00	17	\$10,200.00	17	\$10,200.00
10	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	\$3.25	304	LIN FT	\$988.00	0	\$0.00	298	\$968.50
11	2104.513	SAWING CONCRETE PAVEMENT (FULL DEPTH)	\$5.50	29	LIN FT	\$159.50	0	\$0.00	34	\$187.00
12	2104.523	SALVAGE SIGN	\$50.00	19	EACH	\$950.00	8	\$400.00	8	\$400.00
13	2104.523	SALVAGE CASTING (SANITARY)	\$110.00	18	EACH	\$1,980.00	9	\$990.00	17	\$1,870.00
14	2105.501	COMMON EXCAVATION (P) (EV)	\$10.00	3306	CU YD	\$33,060.00	0	\$0.00	3,306	\$33,060.00
15	2105.601	DEWATERING	\$80,000.00	1.00	LUMP SUM	\$80,000.00	1.00	\$80,000.00	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	2	\$250.00	4	\$500.00
18	2211.503	AGGREGATE BASE (CV), CLASS 5	\$25.00	1590	CU YD	\$39,750.00	0	\$0.00	1,590	\$39,750.00
19	2215.501	FULL DEPTH RECLAMATION (P)	\$2.10	11731	SQ YD	\$24,635.10	0	\$0.00	11,731	\$24,635.10
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	2,334	\$112,032.00
23	2503.541	12" HDPE PIPE SEWER (STORM)	\$37.50	13	LIN FT	\$487.50	8	\$300.00	8	\$300.00
24	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	\$41.00	357	LIN FT	\$14,637.00	359	\$14,719.00	359	\$14,719.00
25	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	\$44.00	8	LIN FT	\$352.00	8	\$352.00	8	\$352.00
26	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	\$52.00	733	LIN FT	\$38,116.00	732	\$38,064.00	732	\$38,064.00
27	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS III	\$66.00	170	LIN FT	\$11,220.00	161	\$10,626.00	161	\$10,626.00
28	2503.541	33" RC PIPE SEWER DESIGN 3006 CLASS III	\$81.00	146	LIN FT	\$11,826.00	146	\$11,826.00	146	\$11,826.00
29	2503.541	36" RC PIPE SEWER DESIGN 3006 CLASS III	\$82.00	1498	LIN FT	\$122,836.00	1,488	\$122,016.00	1,488	\$122,016.00
30	2503.541	42" RC PIPE SEWER DESIGN 3006 CLASS III	\$145.00	6	LIN FT	\$870.00	5	\$725.00	5	\$725.00
31	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	\$330.00	32.00	LIN FT	\$10,560.00	32.00	\$10,560.00	32.00	\$10,560.00
32	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	\$350.00	4.71	LIN FT	\$1,648.50	4.71	\$1,648.50	4.71	\$1,648.50
33	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	\$400.00	68.28	LIN FT	\$27,312.00	68.28	\$27,312.00	68.28	\$27,312.00
34	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	\$535.00	20.25	LIN FT	\$10,833.75	20.25	\$10,833.75	20.25	\$10,833.75
35	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020	\$650.00	7.00	LIN FT	\$4,550.00	7.00	\$4,550.00	7.00	\$4,550.00
36	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 120-4020	\$1,250.00	5.80	LIN FT	\$7,250.00	5.80	\$7,250.00	5.80	\$7,250.00
37	2506.516	R-3250 DVSP CASTING ASSEMBLY	\$1,000.00	35	EACH	\$35,000.00	0	\$0.00	34	\$34,000.00
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	6	\$7,800.00	6	\$7,800.00
42	2506.620	CONNECT TO EXISTING STORM SEWER (PIPE)	\$525.00	6	EACH	\$3,150.00	6	\$3,150.00	6	\$3,150.00
43	2506.620	CONNECT TO EXISTING DRAINAGE STRUCTURE	\$900.00	3	EACH	\$2,700.00	3	\$2,700.00	3	\$2,700.00
44	2521.501	6" CONCRETE WALK	\$7.00	287	SQ FT	\$2,009.00	0	\$0.00	383	\$2,681.00
45	2531.501	CONCRETE CURB & GUTTER, DESIGN B618	\$17.00	2330	LIN FT	\$39,610.00	0	\$0.00	2,642	\$44,914.00
46	2531.501	CONCRETE CURB & GUTTER, DESIGN B624	\$14.50	4488	LIN FT	\$65,076.00	0	\$0.00	4,472	\$64,844.00
47	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	\$63.00	14	SQ YD	\$882.00	0	\$0.00	175	\$11,025.00
48	2531.604	8" CONCRETE VALLEY GUTTER	\$80.00	80	SQ YD	\$6,400.00	0	\$0.00	88	\$7,040.00
49	2531.618	TRUNCATED DOMES	\$42.00	32	SQ FT	\$1,344.00	0	\$0.00	32	\$1,344.00
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	0.50	\$1,550.00	0.80	\$2,480.00
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	32	\$4,320.00	51	\$6,885.00
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	0.50	\$552.65	0.80	\$884.24
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	384	POUND	\$1,152.00	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	\$165.00	19	EACH	\$3,135.00	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	1	\$1,600.00
74	-	CHEMICAL INJECTION GROUTING-JOINTS GROUTED (66" RC PIPE)	\$1,900.00	10	EACH	\$19,000.00	0	\$0.00	10	\$19,000.00
		TOTAL BID AMOUNT:				\$1,090,108.01		\$432,254.70		\$858,757.24

Partial Pay Estimate No. 2

2016 GOLF COURSE DRIVE IMPROVEMENT PROJECT
 CITY OF BAXTER, MN
 CITY PROJECT NO. 4110
 BMI PROJECT NO. B11.111354
 WORK COMPLETED THROUGH SEPTEMBER 23, 2016

ITEM NO.	ITEM	CONTRACT QUANTITIES				PREVIOUS ESTIMATE		COMPLETED TO DATE		
		UNIT PRICE	ESTIMATED QUANTITY	UNIT	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
CHANGE ORDER NO. 1										
1	2511.501	RIP RAP	\$381.15	1	LUMP SUM	\$381.15	1	\$381.15	1	\$381.15
2	2573.533	SEDIMENT CONTROL LOG TYPE BIORLL	\$4.68	773	LIN FT	\$3,617.64	773	\$3,617.64	773	\$3,617.64
3	2611.4A	UNIVERSAL ROAD INTERSECTION WATERMAIN REMOVAL	\$1,693.40	1	LUMP SUM	\$1,693.40	1	\$1,693.40	1	\$1,693.40
4	2611.4A	WATERMAIN CROSSING LOWERING STATION 30+30	\$4,192.35	1	LUMP SUM	\$4,192.35	1	\$4,192.35	1	\$4,192.35
5	2611.4A	WATERMAIN CROSSING LOWERING STATION 34+12	\$3,062.80	1	LUMP SUM	\$3,062.80	1	\$3,062.80	1	\$3,062.80
SUBTOTAL CHANGE ORDER NO. 1						\$12,947.34	\$12,947.34	\$12,947.34		
CHANGE ORDER NO. 2										
1	2531.501	CONCRETE CURB & GUTTER REBAR	\$858.00	1	LUMP SUM	\$858.00	0	\$0.00	1	\$858.00
2	2506.503	RECONSTRUCT DRAINAGE STRUCTURE	\$2,438.00	1	LUMP SUM	\$2,438.00	0	\$0.00	1	\$2,438.00
3	2506.516	RE-ALIGN EXISTING CATCH BASIN STRUCTURES	\$1,655.00	1	LUMP SUM	\$1,655.00	0	\$0.00	1	\$1,655.00
4	2506.521	RE-INSTALL CASTINGS	\$330.00	1	LUMP SUM	\$330.00	0	\$0.00	1	\$330.00
SUBTOTAL CHANGE ORDER NO. 2						\$5,281.00	\$0.00	\$5,281.00		
TOTAL BID AMOUNT PLUS CHANGE ORDER NO. 1 & 2:						\$1,108,336.35	\$445,202.04	\$876,985.58		

September 27, 2016

RE: Baxter, Minnesota
2015 Mill and Overlay Project
City Project No. 4415
SEH No. BAXTE 131772 14.00

Honorable Mayor, City Council, and Utilities Commission
c/o Trevor Walter, City Engineer
City of Baxter
13190 Memorywood Drive
PO Box 2626
Baxter, MN 56425-2626

Dear Mayor, Members of the City Council, and Utilities Commission:

Enclosed please find Application for Payment No. 6 Final for this project.

We reviewed this application and it appears to be in order. When payment is made, sign all copies and distribute as follows:

Anderson Brothers Construction Company of Brainerd, LLC
SEH
City of Baxter

Please feel free contact me if you have any questions.

Sincerely,

Scott Hedlund, PE
Project Manager

mrh

Enclosure

c: Jeremy Vacinek, City of Baxter (w/enclosure)

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APPLICATION FOR PAYMENT NO. 6 FINAL

PROJECT NO. BAXTE 131772
CITY NO. 4415
OWNER CITY OF BAXTER, MN
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO. OF BRAINERD, LLC

CONTRACTOR FOR: 2015 MILL & OVERLAY PROJECT
AGREEMENT DATE: 8/10/2015
FOR WORK ACCOMPLISHED THROUGH: 9/9/2016

ITEM	MNDOT	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2012.602	TRAFFIC CONTROL	LUMP SUM	\$36,000.00	1.00	\$36,000.00		\$0.00	1.00	\$36,000.00
2	2021.501	MOBILIZATION	LUMP SUM	\$60,000.00	1.00	\$60,000.00		\$0.00	1.00	\$60,000.00
3	2104.501	REMOVE CONCRETE CURB AND GUTTER	LIN FT	\$10.00	2,020.00	\$20,200.00		\$0.00	7,713.00	\$77,130.00
4	2104.503	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$5.00	94.00	\$470.00		\$0.00	159.00	\$795.00
5	2104.503	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$5.00	120.00	\$600.00		\$0.00	145.70	\$728.50
6	2104.509	REMOVE CURB STOP AND BOX	EACH	\$500.00	1.00	\$500.00		\$0.00	1.00	\$500.00
7	2104.511	SAWING CONCRETE PAVEMENT	LIN FT	\$5.25	260.00	\$1,365.00		\$0.00	153.00	\$803.25
8	2104.513	SAWING BITUMINOUS PAVEMENT	LIN FT	\$2.00	2,640.00	\$5,280.00		\$0.00	1,317.00	\$2,634.00
9	2105.501	SUBGRADE EXCAVATION	CU YD	\$19.00	656.33	\$12,470.27		\$0.00	656.33	\$12,470.27
10	2105.513	SALVAGE AND REINSTALL DELINEATOR MARKERS	LUMP SUM	\$2,000.00	1.00	\$2,000.00		\$0.00	1.00	\$2,000.00
11	2105.507	COMMON EXCAVATION	CU YD	\$14.00	8,425.32	\$117,954.48		\$0.00	7,044.87	\$98,628.18
12	2112.603	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00	184.00	\$18,400.00		\$0.00	179.00	\$17,900.00
13	2123.61	STREET SWEEPER (TYPE WET PICKUP)	HOUR	\$125.00	34.00	\$4,250.00		\$0.00	29.00	\$3,625.00
14	2130.501	WATER	MGAL	\$36.00	670.00	\$24,120.00		\$0.00	320.00	\$11,520.00
15	2215.501	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	\$1.50	71,890.00	\$107,835.00		\$0.00	71,897.11	\$107,845.67
16	2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	\$30.00	200.00	\$6,000.00		\$0.00	153.00	\$4,590.00
17	2232.501	MILL BITUMINOUS SURFACE (1.5')	SQ YD	\$2.85	2,307.78	\$6,577.17		\$0.00	2,307.78	\$6,577.17
18	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.50	3,594.50	\$8,986.25		\$0.00	2,585.94	\$6,464.85
19	2360.601	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	\$55.00	17,798.93	\$978,941.15		\$0.00	16,495.58	\$907,256.90
20	2360.601	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TON	\$60.00	3,955.29	\$237,317.40		\$0.00	4,929.67	\$295,780.20
21	2360.601	BITUMINOUS DRIVEWAY PAVEMENT RESTORATION	SQ YD	\$30.00	93.89	\$2,816.70		\$0.00	80.00	\$2,400.00
22	2504.602	INSTALL CURB STOP & BOX (1.5')	EACH	\$800.00	1.00	\$800.00		\$0.00	1.00	\$800.00
23	2504.602	ADJUST VALVE BOX	EACH	\$100.00	29.00	\$2,900.00	1.00	\$100.00	35.00	\$3,500.00
24	2506.602	ADJUST FRAME & RING CASTING (MINOR)	EACH	\$500.00	41.00	\$20,500.00		\$0.00	45.00	\$22,500.00
25	2506.602	ADJUST FRAME & RING CASTING (MAJOR)	EACH	\$1,000.00	86.00	\$86,000.00		\$0.00	94.00	\$94,000.00
26	2506.602	GROUT CATCH BASIN	EACH	\$500.00	25.00	\$12,500.00		\$0.00	23.00	\$11,500.00
27	2521.501	CONCRETE WALK, 6"	SQ FT	\$6.30	2,205.00	\$13,891.50		\$0.00	2,048.00	\$12,902.40
28	2531.501	CONCRETE CURB & GUTTER, DESIGN B612	LIN FT	\$26.00	230.00	\$5,980.00		\$0.00	304.00	\$7,904.00
29	2531.501	CONCRETE CURB & GUTTER, DESIGN B618	LIN FT	\$28.00	825.00	\$23,100.00		\$0.00	2,510.00	\$70,280.00
30	2531.501	CONCRETE CURB & GUTTER, DESIGN B624	LIN FT	\$31.00	1,195.00	\$37,045.00		\$0.00	5,321.00	\$164,951.00
31	2531.507	CONCRETE DRIVEWAY PAVEMENT RESTORATION	SQ YD	\$75.00	120.00	\$9,000.00		\$0.00	151.80	\$11,385.00
32	2531.602	RECONSTRUCT PEDESTRIAN RAMP W/ CONSTRUCTION SIGN SPECIAL	EACH	\$3,700.00	8.00	\$29,600.00		\$0.00	8.00	\$29,600.00
33	2564.618	CONSTRUCTION SIGN SPECIAL	SQ FT	\$16.00	72.00	\$1,152.00		\$0.00	0.00	\$0.00
34	2565.602	APS PEDESTRIAN PUSH BUTTON STATION	EACH	\$1,715.00	1.00	\$1,715.00		\$0.00	0.00	\$0.00
35	2565.602	RIGID PVC LOOP DETECTOR 6' X 6'	EACH	\$1,050.00	10.00	\$10,500.00		\$0.00	10.00	\$10,500.00
36	2565.616	REVISE SIGNAL SYSTEM	SYSTEM	\$49,000.00	1.00	\$49,000.00	0.10	\$4,900.00	1.00	\$49,000.00
37	2565.616	VIDEO DETECTION SYSTEM	SYSTEM	\$4,500.00	1.00	\$4,500.00		\$0.00	1.00	\$4,500.00
38	2573.53	INLET PROTECTION	EACH	\$100.00	129.00	\$12,900.00		\$0.00	44.00	\$4,400.00
39	2573.533	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$3.15	6,875.00	\$21,656.25	325.00	\$1,023.75	3,625.00	\$11,418.75

APPLICATION FOR PAYMENT NO. 6 FINAL

PROJECT NO. BAXTE 131772
CITY NO. 4415
OWNER CITY OF BAXTER, MN
CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO. OF BRAINERD, LLC

CONTRACTOR FOR: 2015 MILL & OVERLAY PROJECT
AGREEMENT DATE: 8/10/2015
FOR WORK ACCOMPLISHED THROUGH: 9/9/2016

ITEM	MNDOT	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
40	2573.602	ROCK CONSTRUCTION ENTRANCE	EACH	\$1.00	30.00	\$30.00		\$0.00	0.00	\$0.00
41	2574.525	SCREENED TOPSOIL BORROW (LV)	CU YD	\$60.00	309.81	\$18,588.60		\$0.00	196.00	\$11,760.00
42	2575.555	TURF ESTABLISHMENT (INCLUDES SEEDING, SEED)	SQ YD	\$1.45	1,899.63	\$2,754.46	3,356.00	\$4,866.20	8,302.00	\$12,037.90
43	2581.501	REMOVABLE PREFORMED PAVEMENT MARKING TAPE	LIN FT	\$1.25	2,550.00	\$3,187.50	511.00	\$638.75	711.00	\$888.75
44	2582.501	ZEBRA CROSSWALK, WHITE PAINT	SQ FT	\$4.15	306.00	\$1,269.90		\$0.00	414.00	\$1,718.10
45	2582.501	PAVEMENT MESSAGE (LEFT ARROW) PAINT	EACH	\$70.00	30.00	\$2,100.00		\$0.00	41.00	\$2,870.00
46	2582.501	PAVEMENT MESSAGE (RIGHT ARROW) PAINT	EACH	\$70.00	13.00	\$910.00		\$0.00	16.00	\$1,120.00
47	2582.501	PAVEMENT MESSAGE (RIGHT THRU ARROW) PAINT	EACH	\$150.00	16.00	\$2,400.00		\$0.00	15.00	\$2,250.00
48	2582.502	4" DOUBLE SOLID YELLOW LINE, PAINT	LIN FT	\$0.25	6,354.00	\$1,588.50		\$0.00	7,365.00	\$1,841.25
49	2582.502	4" SOLID WHITE LINE, PAINT	LIN FT	\$0.15	7,083.00	\$1,062.45		\$0.00	6,421.00	\$963.15
50	2582.502	4" BROKEN WHITE LINE, PAINT	LIN FT	\$0.15	9,666.00	\$1,449.90		\$0.00	2,700.00	\$405.00
51	2582.502	8" SOLID WHITE LINE, PAINT	LIN FT	\$0.95	1,082.00	\$1,027.90		\$0.00	1,253.00	\$1,190.35
52	2582.502	STOP BAR, 24" WHITE PAINT	LIN FT	\$4.25	639.00	\$2,715.75		\$0.00	751.00	\$3,191.75
TOTAL ITEMS BID						\$2,033,908.14		\$11,528.70		\$2,205,026.39
CHANGE ORDER NO. 1										
3A	2104.501	REMOVE CONCRETE CURB AND GUTTER	LIN FT	\$10.00	5,450.00	\$54,500.00		\$0.00	0.00	\$0.00
29A	2531.501	CONCRETE CURB & GUTTER, DESIGN B618	LIN FT	\$28.00	1,550.00	\$43,400.00		\$0.00	0.00	\$0.00
30A	2531.501	CONCRETE CURB & GUTTER, DESIGN B624	LIN FT	\$31.00	3,900.00	\$120,900.00		\$0.00	0.00	\$0.00
TOTAL CHANGE ORDER NO. 1						\$218,800.00		\$0.00		\$0.00
SUMMARY										
TOTAL ITEMS BID						\$2,033,908.14		\$11,528.70		\$2,205,026.39
CHANGE ORDER TOTAL						\$218,800.00		\$0.00		\$0.00
						\$2,252,708.14		\$11,528.70		\$2,205,026.39

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.

Gross Amount Due	\$2,205,026.39
Less Retainage (0%)	\$0.00
Amount Eligible to Date	\$2,205,026.39
Less Previous Payments	\$2,171,562.71
Amount Due This Application	\$33,463.68

SUBMITTED ANDERSON BROTHERS CONSTRUCTION CO. C
PO BOX 668
BRAINERD, MN 56401-0668

BY: Al Knouf DATE: 9-26-16

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

BY: Scott D. Hedlund DATE: 9-27-16

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

BY: _____ DATE: _____
Kelly Steele, Asst. City Administrator/Clerk

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

BY: _____ DATE: _____
Darrel Olson, Mayor

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

BY: _____ DATE: _____

September 28, 2016

RE: City of Baxter, Minnesota
2016 Fairview Road Improvements
City No. 4113
SEH No. BAXTE 133676 14.00

Honorable Mayor, City Council, and Utilities Commission
c/o Mr. Trevor Walter, City Engineer
City of Baxter
13190 Memorywood Drive
PO Box 2626
Baxter, MN 56425-2626

Dear Mayor, Members of the City Council, and Utilities Commission:

Enclosed please find Application for Payment No. 4 for this project.

We reviewed this application and it appears to be in order. When payment is made, please sign and distribute copies as follows:

Anderson Brothers Construction Company of Brainerd, LLC
SEH
City of Baxter
Utilities Commission

Please feel free contact me if you have any questions.

Sincerely,



Scott Hedlund, PE
Project Manager

mrh

Enclosures

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

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APPLICATION FOR PAYMENT NO. 4

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: 9/23/2016

CONTRACTOR ANDERSON BROTHERS CONSTRUCTION CO.

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
FULL DEPTH RECLAMATION									
1	MOBILIZATION	LUMP SUM	\$49,606.60	1.00	\$49,606.60	0.05	\$2,480.33	1.00	\$49,606.60
2	TRAFFIC CONTROL	LUMP SUM	\$4,500.00	1.00	\$4,500.00	0.10	\$450.00	1.00	\$4,500.00
3	TEMPORARY MAIL BOX BANK SYSTEM	LUMP SUM	\$275.00	1.00	\$275.00		\$0.00	1.00	\$275.00
4	SALVAGE & INSTALL SWING AWAY MAIL BOX	EACH	\$140.00	3.00	\$420.00		\$0.00	2.00	\$280.00
5	SALVAGE MAIL BOX	EACH	\$22.00	30.00	\$660.00		\$0.00	30.00	\$660.00
6	SWING AWAY MAIL BOX SUPPORT	EACH	\$110.00	30.00	\$3,300.00		\$0.00	37.00	\$4,070.00
7	CLEARING	ACRE	\$4,150.00	0.08	\$332.00		\$0.00	0.23	\$954.50
8	CLEARING	TREE	\$165.00	21.00	\$3,465.00		\$0.00	23.00	\$3,795.00
9	GRUBBING	ACRE	\$4,150.00	0.08	\$332.00		\$0.00	0.09	\$373.50
10	GRUBBING	TREE	\$165.00	27.00	\$4,455.00		\$0.00	23.00	\$3,795.00
11	CLEAN EXISTING STORM POND (BAXTER ELEMENTARY)	LUMP SUM	\$850.00	1.00	\$850.00		\$0.00	1.00	\$850.00
12	CLEAN EXISTING STORM SEWER SYSTEM (BAXTER ELEMENTARY)	LUMP SUM	\$3,500.00	1.00	\$3,500.00		\$0.00	1.00	\$3,500.00
13	CLEAN EXISTING CULVERT AND APRON ENDS	LUMP SUM	\$1,100.00	4.00	\$4,400.00		\$0.00	4.00	\$4,400.00
14	REMOVE PIPE CULVERTS	LIN FT	\$13.25	50.00	\$662.50		\$0.00	100.00	\$1,325.00
15	REMOVE CURB AND GUTTER	LIN FT	\$6.00	840.00	\$5,040.00		\$0.00	840.00	\$5,040.00
16	REMOVE CONCRETE MEDIAN	SQ FT	\$8.25	1,260.00	\$10,395.00		\$0.00	1,050.00	\$8,662.50
17	REMOVE CONCRETE WALK	SQ FT	\$5.25	108.00	\$567.00		\$0.00	0.00	\$0.00
18	REMOVE & REPLACE CONCRETE CURB AND GUTTER	LIN FT	\$28.75	30.00	\$862.50		\$0.00	0.00	\$0.00
19	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$5.25	100.00	\$525.00		\$0.00	80.00	\$420.00
20	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$2.75	2,400.00	\$6,600.00		\$0.00	2,276.40	\$6,260.10
21	SAWING BITUMINOUS PAVEMENT	LIN FT	\$1.65	1,400.00	\$2,310.00		\$0.00	838.00	\$1,382.70
22	SAWING CONCRETE PAVEMENT	LIN FT	\$5.50	80.00	\$440.00		\$0.00	45.00	\$247.50
23	SALVAGE 911 SIGN	EACH	\$11.00	32.00	\$352.00		\$0.00	32.00	\$352.00
24	SALVAGE SIGN PANEL TYPE C	EACH	\$28.00	50.00	\$1,400.00		\$0.00	66.00	\$1,848.00
25	SALVAGE & INSTALL PERMANENT BARRICADES	EACH	\$195.00	2.00	\$390.00	1.00	\$195.00	2.00	\$390.00
26	SALVAGE & INSTALL PIPE APRON	EACH	\$530.00	1.00	\$530.00	1.00	\$530.00	1.00	\$530.00
27	SALVAGE & INSTALL LANDSCAPING (SUPER AMERICA)	LUMP SUM	\$2,500.00	1.00	\$2,500.00		\$0.00	1.12	\$2,800.00
28	SALVAGE & INSTALL LANDSCAPING (5418 FAIRVIEW RD)	LUMP SUM	\$1,000.00	1.00	\$1,000.00		\$0.00	1.00	\$1,000.00
29	SALVAGE & INSTALL CHAIN LINK FENCE (ELEMENATARY SCHOOL POND)	LIN FT	\$5.00	40.00	\$200.00		\$0.00	40.00	\$200.00
30	SALVAGE & INSTALL WOOD SPLIT RAIL FENCE (LAKEWOOD CHURCH)	LIN FT	\$10.00	50.00	\$500.00		\$0.00	30.00	\$300.00
31	REMOVE WOOD RAIL FENCE (6072 FAIRVIEW RD)	LIN FT	\$5.00	30.00	\$150.00		\$0.00	30.00	\$150.00
32	CONIFEROUS TREE (COLORADO BLUE SPRUCE, 6 FT)	TREE	\$775.00	1.00	\$775.00		\$0.00	11.50	\$8,912.50
33	DECIDUOUS TREE (RIVER BIRCH, 2-INCH, B&B)	TREE	\$775.00	1.00	\$775.00		\$0.00	0.00	\$0.00
34	ORNAMENTAL TREE (CRAB APPLE, 1.5-INCH, CONTAINER)	TREE	\$775.00	1.00	\$775.00		\$0.00	6.00	\$4,650.00
35	DECIDUOUS SHRUB (COMMON LILAC, CONTAINER)	SHRUB	\$105.00	1.00	\$105.00		\$0.00	0.00	\$0.00
36	TRANSPLANT TREE (TREE SPADE)	TREE	\$1,650.00	3.00	\$4,950.00		\$0.00	0.00	\$0.00
37	TRANSPLANT SHRUB	SHRUB	\$105.00	5.00	\$525.00		\$0.00	1.50	\$157.50
38	COMMON EXCAVATION	CU YD	\$13.05	3,504.00	\$45,727.20		\$0.00	3,290.00	\$42,934.50
39	SUBGRADE EXCAVATION	CU YD	\$13.75	1,300.00	\$17,875.00	59.20	\$814.00	1,317.60	\$18,117.00
40	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$200.00	79.00	\$15,800.00		\$0.00	79.00	\$15,800.00
41	STREET SWEEPER (WITH PICKUP BROOM)	WATER	\$125.00	20.00	\$2,500.00	27.50	\$3,437.50	32.50	\$4,062.50
42	AGGREGATE BASE, CL 5 (CV)	MGAL	\$43.50	500.00	\$21,750.00		\$0.00	316.00	\$13,746.00
43	AGGREGATE SURFACING, CL1 (CV)	CU YD	\$22.65	465.00	\$10,532.25	306.00	\$6,930.90	972.50	\$22,027.13
44	AGGREGATE DRIVEWAY RESTORATION, CLASS 5	CU YD	\$38.00	212.00	\$8,056.00		\$0.00	0.00	\$0.00
45	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	\$10.00	55.00	\$550.00		\$0.00	55.00	\$550.00
46	MILL BITUMINOUS SURFACE 1.5"	SQ YD	\$1.00	22,633.00	\$22,633.00		\$0.00	22,633.00	\$22,633.00
47			\$7.50	990.00	\$7,425.00		\$0.00	990.00	\$7,425.00

APPLICATION FOR PAYMENT NO. 4

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:

9/23/2016

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
48	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	\$46.00	2,963.00	\$136,298.00		\$0.00	2,850.60	\$131,127.60
49	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TON	\$47.00	3,788.00	\$178,036.00		\$0.00	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		\$0.00	1,215.00	\$2,430.00
52	RESIDENTIAL BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$29.00	1,090.00	\$31,610.00		\$0.00	1,428.00	\$41,412.00
53	COMMERCIAL BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$24.00	687.00	\$16,488.00		\$0.00	782.00	\$18,768.00
54	ADJUST SANITARY SEWER CLEAN-OUT (NEW CASTING)	EACH	\$225.00	48.00	\$10,800.00		\$0.00	11.00	\$2,475.00
55	ADJUST CURB BOX	EACH	\$150.00	40.00	\$6,000.00		\$0.00	40.00	\$6,000.00
56	ADJUST VALVE BOX	EACH	\$250.00	27.00	\$6,750.00		\$0.00	29.00	\$7,250.00
57	INSULATION	SQ YD	\$46.00	700.00	\$32,200.00		\$0.00	602.90	\$27,733.40
58	CONCRETE WALK, 4"	SQ FT	\$8.25	120.00	\$990.00		\$0.00	64.00	\$528.00
59	CONCRETE WALK, 6"	SQ FT	\$8.00	700.00	\$5,600.00	697.00	\$5,576.00	772.00	\$6,176.00
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		\$0.00	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	22.00	\$1,606.00	64.00	\$4,672.00
64	PEDESTRIAN RAMP W/ TRUNCATED DOMES	EACH	\$800.00	4.00	\$3,200.00	4.00	\$3,200.00	4.00	\$3,200.00
65	ADJUST FRAME & RING CASTING (SANITARY)	EACH	\$500.00	28.00	\$14,000.00		\$0.00	26.00	\$13,000.00
66	SIGN PANELS TYPE C	SQ FT	\$25.00	105.00	\$2,625.00		\$0.00	105.00	\$2,625.00
67	INSTALL 911 SIGN	EACH	\$22.00	38.00	\$836.00		\$0.00	38.00	\$836.00
68	INSTALL SIGN PANEL TYPE C	EACH	\$133.00	68.00	\$9,044.00	3.00	\$399.00	64.00	\$8,512.00
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		\$0.00	2,162.00	\$10,810.00
72	ROCK CONSTRUCTION EXIT	EACH	\$550.00	6.00	\$3,300.00		\$0.00	0.00	\$0.00
73	TOPSOIL BORROW	CU YD	\$31.50	800.00	\$25,200.00	153.00	\$4,819.50	953.00	\$30,019.50
74	TURF ESTABLISHMENT (INCLUDES SEEDING, SEED MIX, FERTILIZER, AND HYDRAULIC MATRIX TYPE FRM)	SQ YD	\$2.75	21,000.00	\$57,750.00	17,955.00	\$49,376.25	29,155.00	\$80,176.25
75	TEMPORARY SEEDING (INCLUDES SEEDING, SEED MIX, AND MULCH)	SQ YD	\$0.40	15,000.00	\$6,000.00	3,600.00	\$1,440.00	3,600.00	\$1,440.00
76	PAVEMENT MESSAGE PAINT - LT ARROW	SQ FT	\$5.00	15.00	\$75.00	93.00	\$465.00	93.00	\$465.00
77	PAVEMENT MESSAGE PAINT - RT ARROW	SQ FT	\$5.00	15.00	\$75.00	15.00	\$75.00	15.00	\$75.00
78	PAVEMENT MESSAGE WHITE - BIKE SYMBOL - POLY PREFORM (GROUND IN)	SQ FT	\$75.00	35.00	\$2,625.00	35.00	\$2,625.00	35.00	\$2,625.00
79	8" SOLID WHITE LINE, POLY PREFORM (GROUND IN)	LIN FT	\$8.25	1,000.00	\$8,250.00	970.00	\$8,002.50	970.00	\$8,002.50
80	8" DOTTED WHITE LINE, POLY PREFORM (GROUND IN)	LIN FT	\$8.25	76.00	\$627.00	74.00	\$610.50	74.00	\$610.50
81	4" SOLID WHITE LINE, PAINT	LIN FT	\$0.10	295.00	\$29.50	237.00	\$23.70	237.00	\$23.70
82	8" SOLID WHITE LINE, PAINT	LIN FT	\$0.15	14,148.00	\$2,122.20	14,647.00	\$2,197.05	14,647.00	\$2,197.05
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	48.00	\$144.00	48.00	\$144.00
85	STOP BAR, 24" WHITE PAINT	LIN FT	\$3.30	290.00	\$957.00		\$0.00	0.00	\$0.00
86	4" BROKEN YELLOW LINE, PAINT	LIN FT	\$0.10	860.00	\$86.00	1,289.00	\$128.90	1,289.00	\$128.90
87	4" DOUBLE SOLID YELLOW LINE, PAINT	LIN FT	\$0.20	3,575.00	\$715.00	4,740.00	\$948.00	4,740.00	\$948.00

APPLICATION FOR PAYMENT NO. 4

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

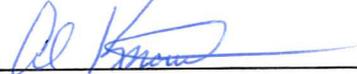
FOR WORK ACCOMPLISHED THROUGH: 9/23/2016

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
STORM SEWER									
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	20.00	\$100.00	20.00	\$100.00
91	REPAIR CHAIN LINK FENCE	LIN FT	\$10.00	100.00	\$1,000.00		\$0.00	70.00	\$700.00
92	60" CHAIN LINK FENCE	LIN FT	\$14.00	220.00	\$3,080.00	74.00	\$1,036.00	220.00	\$3,080.00
93	60" CHAIN LINK VEHICULAR GATE	EACH	\$825.00	1.00	\$825.00	1.00	\$825.00	1.00	\$825.00
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
96	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-2024	EACH	\$1,700.00	1.00	\$1,700.00		\$0.00	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		\$0.00	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		\$0.00	2.00	\$2,900.00
TOTAL ITEMS BID					\$945,625.00		\$98,435.13		\$926,664.93
CHANGE ORDER NO. 1									
104	TIED CONCRETE BLOCK MAT (FLEXAMAT)	SQ FT	\$13.61	720.00	\$9,799.20		\$0.00	720.00	\$9,799.20
TOTAL ITEMS BID					\$9,799.20		\$0.00		\$9,799.20
SUMMARY									
TOTAL ITEMS BID					\$945,625.00		\$98,435.13		\$926,664.93
CHANGE ORDER NO. 1					\$9,799.20		\$0.00		#####
TOTAL					\$955,424.20		\$98,435.13		\$936,464.13

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 \$936,464.13
Less Retainage (5%) \$46,823.21
Amount Eligible to Date \$889,640.92
Less Previous Payments \$796,127.55
Amount Due This Application \$93,513.37

SUBMITTED ANDERSON BROTHERS CONSTRUCTION CO. (PO BOX 668 BRAINERD, MN 56401-0668

BY: 

DATE: 9/28/16

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

BY: 

DATE: 9-28-16

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, PE
City of Baxter, Minnesota

FROM: Scott Hedlund, PE

DATE: October 5, 2016

RE: 2018 Cypress Drive Improvements
Soil Borings
SEH No. BAXTE 138944 20.00

Part of the scope for the recent SEH Cypress Drive contract was reviewing the adequacy of past geotechnical evaluation reports (ie soil borings) in the project area and make a recommendation on the need for additional investigation. There is inadequate soil boring information on the Cypress Drive corridor south of the railroad property. SEH recommends hiring Braun Intertec to complete a geotechnical evaluation report for this area.

The Braun scope will include 14 each standard penetration test borings generally ranging from 15 – 20 feet in depth, and 1 each double split ring infiltrometer test in a proposed stormwater pond area. The report will contain recommendations on general construction of street and utility improvements, including assumed R-value, subgrade corrections, trench excavation and backfill, pipe bedding, and dewatering.

The proposed fee is not to exceed \$12,870.00 with Braun as a subconsultant to SEH as has been past practice on other City projects. A formal contract is planned to be brought to the October 18, 2016 City Council meeting for final approval consideration.

c: Kelly Steele – City of Baxter

sh

p:\ael\lbaxtel\138944\1-gen\14-corr\m seh to city 2018 cypress drive project soil borings 100516.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



Braun Intertec Corporation
3900 Roosevelt Road, Suite 113
Saint Cloud, MN 56301

Phone: 320.253.9940
Fax: 320.253.3054
Web: braunintertec.com

October 11, 2016

Project B1609731

Scott Hedlund, PE
Short Elliott Hendrickson, Inc.
416 South 6th Street, Suite 200
Brainerd, MN 56401

Re: Proposal for a Geotechnical Evaluation
2018 Cypress Drive Improvements
Cypress Drive
Baxter, Minnesota

Dear Scott:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed improvements to Cypress Drive in Baxter, Minnesota.

Our Understanding of Project

Per our discussion, the project will include installation of new sanitary sewer, water main and storm sewer utilities. The sanitary sewer will have invert depths ranging from about 15 to 20 feet. The existing bituminous-surfaced road will be reconstructed and several new storm water infiltration ponds will be constructed.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of the utilities, roadway and ponds.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Site Access, Staking and Utility Clearance

Based on our review of the site, it appears that the borings are accessible to a truck-mounted drill rig.

SEH
Project B1609731
October 11, 2016
Page 2

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representative are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we will drill 14 standard penetration test borings for the project, extending one boring to 25 feet, 8 to a depth of 20 feet and 5 to a depth of 15 feet. Standard penetration tests will be performed at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least five feet of penetration into more competent materials at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Borehole Abandonment

Minnesota Well Code requires sealing of any boring or core that encounters groundwater and is either greater than 25 feet deep or penetrates a confining layer.

We currently do not anticipate having to seal any of the borings.

Sample Review and Laboratory Testing

Soil samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform 10 moisture content tests, 8 mechanical analyses (through a #200 sieve only), and 3 sieve analyses.

SEH
Project B1609731
October 11, 2016
Page 3

Reporting

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, perform engineering analyses related to structure design and performance and prepare a report, including:

- A sketch showing project components, limits, and exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the site conditions that will impact structure design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.
- Discussion regarding the reuse of on-site materials during construction and the impact of groundwater on construction.
- Recommendations for preparing structure subgrades, including excavation support, if applicable, and the selection, placement and compaction of excavation backfill and other structural fill.
- Recommended R value for the design of pavements.
- Recommendations for installation of the utilities.
- Recommended infiltration rate based on the Minnesota Storm Water Manual.

An electronic copy of our report will be submitted to you unless you request otherwise. At your request, the report can also be sent to additional project team members.

Double Ring Infiltration Testing

We will provide a technician, working under the direction of a Professional Engineer, to perform our observation and testing services. We have reviewed the available project information and propose to:

- Complete a total of one double-ring infiltrometer tests in the location of the proposed basin.
- Complete laboratory classification tests as companion tests to the infiltration tests

This scope assumes the clearance of utilities and the means of excavation (if needed) will be provided by you. The infiltrometer test location must be accessible to a pick-up truck. Excavations must measure atleast 4 feet by 4 feet with a level, undisturbed bottom.

SEH
Project B1609731
October 11, 2016
Page 4

Cost

We will furnish the services described in this proposal for a lump sum fee of \$11,700.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate the field exploration can begin immediately; the field exploration will take 2 days to complete. Sample classification, laboratory testing, engineering analyses and report preparation will likely take an additional few weeks. We will pass along results, however, as they are obtained and reviewed. We anticipate we can submit our report by approximately October 31.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. *Please sign and return a copy to us in its entirety.*

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

SEH
Project B1609731
October 11, 2016
Page 5

Our services will be provided under the terms of Master Service Agreement with SEH.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Steve Thayer at 320.980.3187.

Sincerely,

BRAUN INTERTEC CORPORATION



Steve A. Thayer, PE
Associate Principal/Senior Engineer

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Agreement for Professional Services

This Agreement is effective as of October 5, 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 – Geotechnical Evaluation.

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 per SEH memo to the City dated 10/5/16.

Schedule: We will begin work immediately upon notice to proceed.

Payment: The estimated fee increase is subject to a not-to-exceed amount of \$12,870.00 including expenses and equipment.

The previously approved fee is hourly estimated to be \$237,407.00. Including the above \$12,870.00 fee increase, the total fee is hourly estimated to be \$250,277.00, including expenses and equipment. The estimated total fee is subject to a not-to-exceed amount of **\$250,277.00** 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.

Short Elliott Hendrickson Inc.

City of Baxter, Minnesota

By: Scott D. Hedlund
Scott Hedlund
Title: Senior Project Manager

By: _____
Title: _____

City of Baxter, Minnesota

By: _____
Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Baxter, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 5, 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.

**PARTIAL PAYMENT ESTIMATE
NUMBER 3**

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: 8/25/16	
Revised:		Revised:		To: 9/23/16	

Description of Project:
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENTS
MUNICIPAL PROJECT NUMBER 4416
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			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	291	\$873.00	291	\$873.00
2104.501	REMOVE SEWER PIPE (STORM)	51	LIN FT	\$25.00	\$1,275.00			54	\$1,350.00
2104.501	REMOVE CURB AND GUTTER	1297	LIN FT	\$4.00	\$5,188.00			1364	\$5,456.00
2104.501	REMOVE SANITARY SERVICE PIPE	46	LIN FT	\$25.00	\$1,150.00			20	\$500.00
2104.501	REMOVE WATER SERVICE PIPE	46	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			2380	\$2,380.00
2104.509	REMOVE CASTING	13	EACH	\$200.00	\$2,600.00			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)	263	LIN FT	\$3.00	\$789.00			169	\$507.00
2104.511	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	2216	LIN FT	\$1.00	\$2,216.00			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			1	\$2,000.00
2104.601	SALVAGE IRRIGATION EQUIPMENT	1	LUMP SUM	\$2,000.00	\$2,000.00			1	\$2,000.00
2105.501	COMMON EXCAVATION	1440	CU YD	\$10.00	\$14,400.00			1460	\$14,600.00
2105.604	DITCH EXCAVATION	835	SO YD	\$3.00	\$2,505.00	180	\$540.00	1537	\$4,611.00
2211.503	AGGREGATE BASE (CV) CLASS 5	280	CU YD	\$20.00	\$5,600.00	60	\$1,200.00	475	\$9,500.00
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	HOURL	\$50.00	\$1,150.00	3	\$150.00	6	\$300.00
2130.501	WATER	100	MGAL	\$10.00	\$1,000.00			110	\$1,100.00
2215.501	FULL DEPTH RECLAMATION	9480	SQ YD	\$1.00	\$9,480.00			9460	\$9,460.00
2232.501	MILL BITUMINOUS SURFACE (1.5")	62338	SO YD	\$1.00	\$62,338.00			62338	\$62,338.00
2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	68	SQ YD	\$16.00	\$680.00	77.3	\$773.00	77.3	\$773.00
2302.618	SPOT FULL DEPTH REPAIR	1010	SQ YD	\$10.00	\$10,100.00	44	\$440.00	2263	\$22,630.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.B)	7170	TON	\$40.00	\$286,800.00	3	\$120.00	7384.58	\$294,582.40
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	2615	TON	\$47.00	\$122,925.00			2310.97	\$108,615.59
2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	47	LIN FT	\$60.00	\$2,820.00			89	\$4,450.00
2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	51	LIN FT	\$60.00	\$3,060.00			51	\$2,550.00
2503.602	MANHOLE ADJUSTING RINGS	20	EACH	\$50.00	\$1,000.00			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
2504.602	ADJUST VALVE BOX	16	EACH	\$200.00	\$3,200.00			15	\$3,000.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	7.82	LIN FT	\$300.00	\$2,346.00			14.4	\$4,320.00
2506.516	CASTING ASSEMBLY (700-7)	6	EACH	\$750.00	\$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			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			656	\$16,400.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	613	LIN FT	\$25.00	\$15,325.00			780	\$19,500.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	81	SQ YD	\$80.00	\$6,480.00			60.67	\$4,853.60
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
2531.604	8" CONCRETE VALLEY GUTTER	53	SQ YD	\$100.00	\$5,300.00			53	\$5,300.00
2531.618	TRUNCATED DOMES	108	SO FT	\$60.00	\$6,480.00			80	\$4,000.00
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$12,000.00	\$12,000.00			1	\$12,000.00
2564.550	DELINEATOR TYPE X4-13	16	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
2573.530	STORM DRAIN INLET PROTECTION	26	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			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	363	\$10,890.00	553	\$16,590.00
2575.505	SODDING TYPE LAWN	937	SO YD	\$6.00	\$5,622.00	1470	\$8,820.00	1470	\$8,820.00
2575.604	SITE RESTORATION	9414	SQ YD	\$4.50	\$42,363.00	7450	\$33,525.00	7654	\$34,443.00
2582.501	PAVEMENT MESSAGE PAINT	180	SO FT	\$5.25	\$945.00	167	\$876.75	293	\$1,538.25
2582.502	4" SOLID LINE PAINT	2495	LIN FT	\$0.45	\$1,122.75	1530	\$688.50	2382	\$1,071.90
2582.502	8" SOLID LINE PAINT	204	LIN FT	\$1.50	\$306.00	113	\$169.50	113	\$169.50
2582.502	12" SOLID LINE PAINT	125	LIN FT	\$4.00	\$500.00			130	\$520.00
2582.502	4" BROKEN LINE PAINT	3274	LIN FT	\$0.30	\$982.20	3270	\$981.00	3370	\$1,011.00
2582.502	4" DOUBLE SOLID LINE PAINT	8270	LIN FT	\$0.60	\$4,962.00	8268	\$4,960.80	9889	\$5,933.40
2611.4A	1-1/2" POLYETHYLENE SERVICE PIPE	46	LIN FT	\$50.00	\$2,300.00			20	\$1,000.00
2611.4D	1-1/2" CURB STOP & BOX	2	EACH	\$1,500.00	\$3,000.00			2	\$3,000.00
2621.4F	6" PVC SERVICE PIPE (SCH 40)	46	LIN FT	\$50.00	\$2,300.00			20	\$1,000.00
2621.4F	6" PVC CLEAN OUT RISER (SCH 40)	2	EACH	\$500.00	\$1,000.00			2	\$1,000.00
2621.4H	1" MANHOLE CONCRETE SECTION	1	EACH	\$2,000.00	\$2,000.00			1	\$2,000.00
-	SCOURSTOP TRANSITION MAT	11	SO YD	\$150.00	\$1,650.00			6	\$900.00
TOTAL:					\$806,167.45	\$65,007.55	\$806,865.64		

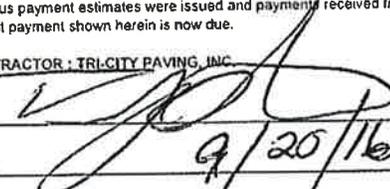
	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	\$65,007.55	\$806,885.64
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE)	\$3,250.38	\$40,343.28
RETAINAGE RELEASED		\$704,765.19
PREVIOUS PAYMENTS		\$81,757.17
AMOUNT DUE	\$61,757.17	\$81,757.17

Estimated Percentage Completed: 100.1%

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 payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: TRI-CITY PAVING, INC.

BY:  _____

Date: 9/20/16 _____

APPROVED BY CITY OF BAXTER:

BY: Kelly Steele, Assistant City Administrator / City Clerk _____

Date: _____

APPROVED BY CITY OF BAXTER:

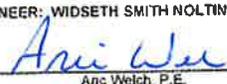
BY: Darrel Olson, Mayor _____

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:  _____
Arni Welch, P.E.

Date: 9-26-16 _____

RECOMMENDED FOR APPROVAL BY CITY OF BAXTER - UTILITIES COMMISSION

BY: _____

Date: _____

PARTIAL PAY ESTIMATE 3 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN LANE IMPROVEMENTS
MUNICIPAL PROJECT NUMBER 4416
 Friday, September 23, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	MILL & OVERLAY						
					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	0.6	\$21,000.00			0.6	\$21,000.00	
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					3	\$75.00	
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							
2104.505		REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00							
2104.509		REMOVE CASTING	EACH	\$200.00	303	\$303.00			411	\$411.00	
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)	LIN FT	\$3.00							
2104.511		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	420	\$420.00			437	\$437.00	
2104.523		SALVAGE SIGN TYPE C	EACH	\$30.00							
2104.601		RELOCATE MAILBOXES 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	\$3.00							
2211.503		AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00	835	\$2,505.00	180	\$540.00	1537	\$4,611.00	
2112.603		RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00			60	\$1,200.00	66	\$1,320.00	
2123.610		STREET SWEEPER (TYPE WET PICKUP)	HOUR	\$50.00	10	\$500.00					
2130.501		WATER	MGAL	\$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	62338	\$62,338.00			62338	\$62,338.00	
2302.618		SPOT FULL DEPTH REPAIR	SQ YD	\$10.00	50	\$500.00	77.3	\$773.00	77.3	\$773.00	
2360.501		TYPE SP 9.5 WEARING COURSE MIXTURE (2.B)	TON	\$40.00	1010	\$10,100.00	44	\$440.00	2263	\$22,630.00	
2360.501		TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	TON	\$47.00	7170	\$286,800.00			6966	\$279,440.00	
2503.541		12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00					35.73	\$1,679.31	
2503.541		15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00					42	\$2,100.00	
2503.602		MANHOLE ADJUSTING RINGS	EACH	\$50.00							
2503.602		CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$1,000.00	20	\$1,000.00			27	\$1,350.00	
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	3	\$600.00			2	\$400.00	
2506.501		CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00					6.24	\$1,872.00	
2506.516		CASTING ASSEMBLY (700-7)	EACH	\$750.00					2	\$1,500.00	
2506.602		RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$500.00	4	\$3,000.00					
2506.602		ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$500.00	16	\$8,000.00			8	\$4,000.00	
2506.602		CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	\$2,500.00							
2531.501		CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$20.00	262	\$5,240.00			266	\$5,320.00	
2531.501		CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00					81	\$2,025.00	
2531.501		CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00							
2531.507		6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00	37	\$2,960.00			6.67	\$533.60	
2531.507		8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00							
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	60	\$3,000.00			20	\$1,000.00	
2563.601		TRAFFIC CONTROL	LUMP SUM	\$12,000.00	0.6	\$7,200.00			0.6	\$7,200.00	
2564.550		DELINEATOR TYPE X4-13	EACH	\$85.00	16	\$1,360.00					
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					2	\$1,400.00	
2573.530		STORM DRAIN INLET PROTECTION	EACH	\$120.00							
2573.533		SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00					30	\$150.00	
2573.535		STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00							
2574.525		SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	496	\$14,880.00	363	\$10,890.00	363	\$10,890.00	
2575.505		SODDING TYPE LAWN	SQ YD	\$6.00							
2575.604		SITE RESTORATION	SQ YD	\$4.50	8934	\$40,203.00	7450	\$33,525.00	7450	\$33,525.00	
2582.501		PAVEMENT MESSAGE PAINT	SQ FT	\$5.25							
2582.502		4" SOLID LINE PAINT	LIN FT	\$0.45							
2582.502		8" SOLID LINE PAINT	LIN FT	\$1.50							
2582.502		12" SOLID LINE PAINT	LIN FT	\$4.00	90	\$360.00					
2582.502		4" BROKEN LINE PAINT	LIN FT	\$0.30	3154	\$946.20	3270	\$981.00	3270	\$981.00	
2582.502		4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	6940	\$4,164.00	8163	\$4,897.80	8163	\$4,897.80	
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							
-		SCOURSTOP TRANSITION MAT	SQ YD	\$150.00							
		TOTALS:				\$478,804.20		\$53,246.80		\$474,758.71	
		AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE):						\$2,662.34		\$23,737.94	
		RETAINAGE RELEASED:									
		PREVIOUS PAYMENTS								\$400,436.31	
		AMOUNT DUE:						\$50,584.46		\$50,584.46	

PARTIAL PAY ESTIMATE 3 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L/
MUNICIPAL PROJECT NUMBER 4416
 Friday, September 23, 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											
2104.505		REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00											
2104.509		REMOVE CASTINGS	EACH	\$200.00	32	\$320.00				53	\$530.00				
2104.509		REMOVE CURB STOP AND BOX	EACH	\$500.00	73	\$73.00				197	\$197.00				
2104.509		REMOVE SANITARY CLEANOUT	EACH	\$500.00	12	\$2,400.00				12	\$2,400.00				
2104.509		REMOVE DRAINAGE STRUCTURE	EACH	\$1,000.00											
2104.511		SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	250	\$750.00				158	\$474.00				
2104.511		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	685	\$685.00				839	\$839.00				
2104.523		SALVAGE SIGN TYPE C	EACH	\$30.00											
2104.601		RELOCATE MAILBOXES 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											
2108.501		COMMON EXCAVATION	CU YD	\$10.00											
2108.604		DITCH EXCAVATION	SQ YD	\$3.00	920	\$9,200.00				920	\$9,200.00				
2211.503		AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00											
2112.603		RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00	20	\$2,000.00				20	\$2,000.00				
2123.610		STREET SWEEPER (TYPE WET PICKUP)	HOURL	\$50.00	13	\$650.00				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				9460	\$9,460.00				
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											
2360.501		TYPE SP 9.5 WEARING COURSE MIXTURE (2 B)	TON	\$40.00											
2360.501		TYPE SP 9.5 WEARING COURSE MIXTURE (2 C)	TON	\$47.00	2300	\$108,100.00				2275.24	\$106,936.28				
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	\$200.00											
2506.501		CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00											
2506.516		CASTING ASSEMBLY (700")	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				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				199	\$4,975.00				
2531.507		6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00											
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		DELINEATOR TYPE X4-13	EACH	\$85.00											
2564.602		INSTALL SIGN	EACH	\$100.00											
2565.602		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				
2575.505		SODDING TYPE LAWN	SQ YD	\$5.00											
2575.604		SITE RESTORATION	SQ YD	\$4.50	480	\$2,160.00				204	\$918.00				
2582.501		PAVEMENT MESSAGE PAINT	SQ FT	\$5.25	144	\$756.00		20	\$105.00	146	\$766.50				
2582.502		4" SOLID LINE PAINT	LIN FT	\$0.45	920	\$414.00				852	\$383.40				
2582.502		8" SOLID LINE PAINT	LIN FT	\$1.50											
2582.502		12" SOLID LINE PAINT	LIN FT	\$4.00	125	\$500.00				130	\$520.00				
2582.502		4" BROKEN LINE PAINT	LIN FT	\$0.30	120	\$36.00				100	\$30.00				
2582.502		4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	1280	\$768.00				1621	\$972.60				
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		\$105.00		\$197,602.78					
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE):								\$5.25		\$9,880.14					
RETAINAGE RELEASED:															
PREVIOUS PAYMENTS															
AMOUNT DUE:								\$99.75		\$99.75					

PARTIAL PAY ESTIMATE 3 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L/
MUNICIPAL PROJECT NUMBER 4416
 Friday, September 23, 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											
2101.502		CLEARING	TREE	\$100.00											
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											
2104.505		REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00											
2104.509		REMOVE CASTINGS	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)	LIN FT	\$3.00											
2104.511		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00											
2104.523		SALVAGE SIGN TYPE C	EACH	\$30.00											
2104.601		RELOCATE MAILBOXES 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	\$3.00											
2211.503		AGGREGATE BASE (CV) CLASS 5	CU YD	\$3.00											
2112.603		RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00											
2123.610		STREET SWEEPER (TYPE WET PICKUP)	HOURL	\$50.00											
2130.501		WATER	MGAL	\$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 9.5 WEARING COURSE MIXTURE (2 B)	TON	\$40.00											
2360.501		TYPE SP 9.5 WEARING COURSE MIXTURE (2 C)	TON	\$47.00											
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	\$200.00											
2506.501		CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00											
2506.516		CASTING ASSEMBLY (700")	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	LIN FT	\$20.00											
2531.501		CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00											
2531.501		CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00											
2531.507		6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00											
2531.507		8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$100.00											
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											
2564.550		DELINEATOR TYPE X4-13	EACH	\$85.00											
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	LIN FT	\$5.00											
2573.535		STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00											
2574.525		SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00											
2575.505		SODDING TYPE LAWN	SQ YD	\$5.00											
2575.604		SITE RESTORATION	SQ YD	\$4.50											
2582.501		PAVEMENT MESSAGE PAINT	SQ FT	\$5.25											
2582.502		4" SOLID LINE PAINT	LIN FT	\$0.45											
2582.502		8" SOLID LINE PAINT	LIN FT	\$1.50											
2582.502		12" 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											
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											
-		SCOURSTOP TRANSITION MAT	SQ YD	\$150.00											
TOTALS:															
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE):						\$121,021.25		\$11,655.75		\$134,504.15					
RETAINAGE RELEASED:								\$582.79		\$6,725.21					
PREVIOUS PAYMENTS															
AMOUNT DUE:								\$11,072.96		\$116,705.98					

PARTIAL PAY ESTIMATE 3 - ATTACHMENT A
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN L/
MUNICIPAL PROJECT NUMBER 4416
 Friday, September 23, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTALS					
					CONTRACT		THIS PERIOD		TOTAL TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
2021.501		MOBILIZATION	LUMP SUM	\$35,000.00	1	\$35,000.00			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	291	\$873.00	291	\$873.00
2104.501		REMOVE SEWER PIPE (STORM)	LIN FT	\$25.00	51	\$1,275.00			54	\$1,350.00
2104.501		REMOVE CURB AND GUTTER	LIN FT	\$4.00	1297	\$5,188.00			1364	\$5,456.00
2104.501		REMOVE SANITARY SERVICE PIPE	LIN FT	\$25.00	46	\$1,150.00			20	\$500.00
2104.501		REMOVE WATER SERVICE PIPE	LIN FT	\$25.00	46	\$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			2380	\$2,380.00
2104.509		REMOVE CASTINGS	EACH	\$200.00	13	\$2,600.00			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	263	\$789.00			169	\$507.00
2104.511		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.00	2216	\$2,216.00			2519	\$2,519.00
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			1	\$2,000.00
2104.601		SALVAGE IRRIGATION EQUIPMENT	LUMP SUM	\$2,000.00	1	\$2,000.00			1	\$2,000.00
2105.501		COMMON EXCAVATION	CU YD	\$10.00	1440	\$14,400.00			1460	\$14,600.00
2105.604		DITCH EXCAVATION	SQ YD	\$3.00	835	\$2,505.00	180	\$540.00	1537	\$4,611.00
2211.503		AGGREGATE BASE (CV) CLASS 5	CU YD	\$20.00	280	\$5,600.00	60	\$1,200.00	475	\$9,500.00
2112.603		RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$100.00	20	\$2,000.00			20	\$2,000.00
2123.610		STREET SWEEPER (TYPE WET PICKUP)	HOUR	\$50.00	23	\$1,150.00	3	\$150.00	6	\$300.00
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			9460	\$9,460.00
2232.501		MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$1.00	62338	\$62,338.00			62338	\$62,338.00
2302.604		BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$10.00	68	\$680.00	77.3	\$773.00	68	\$773.00
2302.618		SPOT FULL DEPTH REPAIR	SQ YD	\$10.00	1010	\$10,100.00	44	\$440.00	2263	\$22,630.00
2360.501		TYPE SP 9.5 WEARING COURSE MIXTURE (2 B)	TON	\$40.00	7170	\$286,800.00	3	\$120.00	7394	\$294,582.40
2360.501		TYPE SP 9.5 WEARING COURSE MIXTURE (2 C)	TON	\$47.00	2615	\$122,905.00			2310	\$108,615.59
2503.541		12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$50.00	47	\$2,350.00			89	\$4,450.00
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	20	\$1,000.00			27	\$1,350.00
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
2504.601		INSTALL IRRIGATION EQUIPMENT	LUMP SUM	\$5,000.00	1	\$5,000.00			1	\$5,000.00
2504.602		ADJUST VALVE BOX	EACH	\$200.00	16	\$3,200.00			15	\$3,000.00
2506.501		CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$300.00	7.82	\$2,346.00			14.4	\$4,320.00
2506.516		CASTING ASSEMBLY (700")	EACH	\$750.00	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			15	\$7,500.00
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	\$20.00	262	\$5,240.00			266	\$5,320.00
2531.501		CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00	673	\$16,825.00			656	\$16,400.00
2531.501		CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	613	\$15,325.00			780	\$19,500.00
2531.507		6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00	81	\$6,480.00			60.67	\$4,853.60
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	42	\$4,200.00			42	\$4,200.00
2531.604		8" CONCRETE VALLEY GUTTER	SQ YD	\$100.00	53	\$5,300.00			53	\$5,300.00
2531.618		TRUNCATED DOWNS	SQ FT	\$50.00	108	\$5,400.00			80	\$4,000.00
2563.601		TRAFFIC CONTROL	LUMP SUM	\$12,000.00	1	\$12,000.00			1	\$12,000.00
2564.550		DELINEATOR TYPE X4-13	EACH	\$85.00	16	\$1,360.00				
2564.602		INSTALL SIGN	EACH	\$100.00	4	\$400.00				
2565.602		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	5	\$3,500.00			10	\$7,000.00
2573.530		STORM DRAIN INLET PROTECTION	EACH	\$120.00	26	\$3,120.00			24	\$2,880.00
2573.533		SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$5.00	400	\$2,000.00			440	\$2,200.00
2573.535		STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,000.00	2	\$2,000.00				
2574.525		SCREENED TOPSOIL BORROW (LV)	CU YD	\$30.00	655	\$19,650.00	363	\$10,890.00	553	\$16,590.00
2575.505		SODDING TYPE LAWN	SQ YD	\$5.00	937	\$4,685.00	1470	\$7,350.00	1470	\$7,350.00
2575.604		SITE RESTORATION	SQ YD	\$4.50	9414	\$42,363.00	7450	\$33,525.00	7854	\$34,443.00
2582.501		PAVEMENT MESSAGE PAINT	SQ FT	\$5.25	190	\$997.50	167	\$876.75	293	\$1,538.25
2582.502		4" SOLID LINE PAINT	LIN FT	\$0.45	2495	\$1,122.75	1530	\$688.50	2382	\$1,071.90
2582.502		8" SOLID LINE PAINT	LIN FT	\$1.50	204	\$306.00	113	\$169.50	113	\$169.50
2582.502		12" SOLID LINE PAINT	LIN FT	\$4.00	125	\$500.00			130	\$520.00
2582.502		4" BROKEN LINE PAINT	LIN FT	\$0.30	3274	\$982.20	3270	\$981.00	3370	\$1,011.00
2582.502		4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.60	8270	\$4,962.00	8268	\$4,960.80	9889	\$5,933.40
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	1	\$2,000.00			1	\$2,000.00
-		SCOURSTOP TRANSITION MAT	SQ YD	\$150.00	11	\$1,650.00			6	\$900.00
TOTALS:						\$806,167.45		\$65,007.55		\$806,865.64
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE):								\$3,250.38		\$40,343.28
RETAINAGE RELEASED:								\$0.00		
PREVIOUS PAYMENTS										\$704,765.19
AMOUNT DUE:								\$61,757.17		\$61,757.17



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WidsethSmithNolting.com

September 27, 2016

Mayor and City Council
City of Baxter
P.O. Box 2626
Baxter, MN 56425

**RE: Agreement for Professional Engineering Services – Fee Amendment
2016 Mill & Overlay, Full Depth Reclamation and Turn Lane Improvements
Municipal Project Number 4416
Baxter, MN**

Dear Mayor and City Council:

We are currently under contract with the City of Baxter for engineering services related to the design and construction of the 2016 Mill & Overlay, Full Depth Reclamation and Turn Lane Improvements, Municipal Project Number 4416.

During the course of the project we completed additional work that we feel is above and beyond the original scope of the project. The changes in project scope and associated fee amendment are summarized below:

<u>Change in Project Scope</u>	<u>Requested Fee Amendment</u>
1. Maplewood Drive Corner Storm Sewer and Curb This work is associated with the preliminary design, final design, construction staking and construction observation of the curb and storm sewer installed at the 90-degree curve. The curb and storm sewer was not part of the original design and was added by the Council after reviewing the options prepared by the Engineer.	\$1,669.50
2. Maplewood Drive Signage This work is associated with the addition of "No Parking" signs along the curbed portions of the roadway by the school and the 90-degree curve. Signage modifications were also made to the dead end portion of Maplewood Drive east of Art Ward Drive.	\$718.00
3. Cemetery Paving This work is associated with the coordination and construction observation of the grading and paving of the Cemetery roadways. Additional work included coordination and construction observation.	\$1,558.00
4. Additional Ditch Work This work is associated with additional swale work on Maplewood Drive. Additional swales were constructed along the west side of Maplewood Drive near the 90-degree curve. Additional work included coordination, agreement preparation for work on private property and construction observation.	\$741.00
5. Mill & Overlay Additional Bituminous Patching This additional work is associated with construction observation of the additional bituminous patching work required in the residential mill & overlay project area. The estimated bituminous patching quantity was 1,010 SY. The actual quantity of patching was 2,263 SY. Madeline Drive was also patched/overlayed with 1.5" of bituminous before receiving the final 2" bituminous overlay.	\$1,239.00

- | | |
|---|----------|
| 6. College Road Trail Signage and Ped Ramp | \$774.00 |
| This additional work is associated with the addition of the pedestrian curb ramp and associated trail signage for the private drive located just west of Navillus Court West. | |
| 7. Additional Record Drawing Work | \$953.00 |
| The additional items described above such as the storm sewer, signage, swales and bituminous patching required additional survey and record drawing preparation work to accurately show the finished improvements and to provide the City with accurate locations for the GIS system. | |

Total Requested Fee Amendment **\$7,652.50**

A detailed breakdown of the costs associated with each additional task outlined above is provided in the Attachment A.

In addition to the requested fee amendment, we are also seeking a modification to our agreement to cover the following reimbursable expenses that were requested by City staff but were not included in our original agreement:

Reimbursable Expense

- | <u>Reimbursable Expense</u> | <u>Requested Amount</u> |
|---|-------------------------|
| 1. Mailbox Replacement | \$91.30 |
| This expense is associated with the replacement of a broken mailbox located on Brentwood Drive. The mailbox was damaged by the Contractor during the milling operations and the property owner contacted the City. In an effort to replace the mailbox as quickly as possible, City staff authorized the Engineer to find and purchase the same mailbox for the Contractor to install. The Contractor caused the damage and the cost of the mailbox will be removed from the final payment. | |
| 2. Residential Mailing | \$144.00 |
| The request for proposals indicated that all required mailings and notices for the project would be completed by City Staff. During construction, City staff directed the Engineer to prepare and mail a notice to the Southdale project area to address some schedule and construction related issues. | |

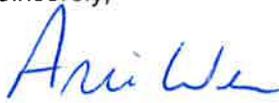
Total Requested Reimbursable Expenses **\$253.30**

Our previous approved "Not to Exceed" fee was \$164,409. Including the above \$7,652.50 fee increase and \$253.30 in reimbursable expenses, the revised total WSN fee is a "Not to Exceed" \$172,314.80. The additional services described above will be invoiced on an hourly basis in accordance with the fee schedule adopted at the time the work was performed.

If you are in agreement with the proposed fee amendment, please sign and return one copy of this agreement to us as our authorization to invoice the previously completed additional work.

We thank you for your consideration of our requested fee amendment and for giving us the opportunity to work with the City to make this project a reality. If you have any questions, please feel free to give me a call.

Sincerely,

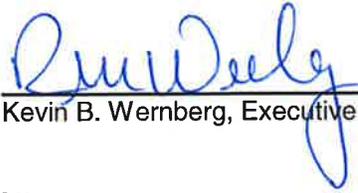


Aric Welch, P.E.

Proposed by Widseth Smith Nolting



Aric Welch, Vice President



Kevin B. Wernberg, Executive Vice President

Approved as to form and content by the Baxter City Attorney

J. Brad Person Date

Accepted by the City of Baxter: The above proposal and previously submitted General Provisions of Professional Services Agreement are satisfactory and WSN is authorized to do the work as specified. Payment will be made monthly in accordance with the terms on the fee schedule.

Date

Date

**ADDITIONAL TASK COST DETAIL
2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND TURN
MUNICIPAL IMPROVEMENT 4416
BAXTER, MN**

TASK	ADDITIONAL WORK DESCRIPTION	LABOR CATEGORY / ESTIMATED HOURS / HOURLY RATES / COSTS				TOTALS
		ENGINEER / SURVEYOR 3 Aric Welch \$135.00	ENGINEER 1 Scott Hennen \$92.00	ENGINEER TECHNICIAN 5 Mark Skogen \$112.00	SURVEY TECHNICIAN 2 Kyle Pusc \$74.00	
1	MAPLEWOOD DRIVE CORNER STORM SEWER & CURB					
	Preliminary Engineering and Cost Estimate	4				
	Meetings	1				
	Final Engineering	2				
	Construction Staking	0.5			1	
	Construction Observation			4		
	Scheduling and Project Management	1				
	TOTAL TASK 1 HOURS	8.5	0	4	1	13.5
	TOTAL TASK 1 COSTS	\$1,147.50	\$0.00	\$448.00	\$74.00	\$1,669.50
2	MAPLEWOOD SIGNAGE					
	Revised Sign Plan	1		2		
	Construction Staking			1		
	Construction Observation			1		
	Scheduling and Project Management	1				
	TOTAL TASK 2 HOURS	2	0	4	0	6
	TOTAL TASK 2 COSTS	\$270.00	\$0.00	\$448.00	\$0.00	\$718.00
3	CEMETERY PAVING					
	Preliminary Cost Estimate	1				
	Site Meeting	1		1		
	Construction Observation			10.5		
	TOTAL TASK 3 HOURS	2	0	11.5	0	13.5
	TOTAL TASK 3 COSTS	\$270.00	\$0.00	\$1,288.00	\$0.00	\$1,558.00
4	ADDITIONAL DITCH WORK					
	Site Meetings	1		1		
	Private Property Work Agreement	1				
	Construction Observation			2		
	Scheduling and Project Management	1				
	TOTAL TASK 4 HOURS	3	0	3	0	6
	TOTAL TASK 4 COSTS	\$405.00	\$0.00	\$336.00	\$0.00	\$741.00
5	MILL & OVERLAY ADDITIONAL BITUMINOUS PATCHING					
	Construction Observation		12			
	Scheduling and Project Management	1				
	TOTAL TASK 5 HOURS	1	12		0	13
	TOTAL TASK 5 COSTS	\$135.00	\$1,104.00		\$0.00	\$1,239.00
6	COLLEGE ROAD TRAIL SIGNAGE AND PED RAMP					
	Plan Revisions	1		1.5		
	Construction Staking			1		
	Construction Observation			2		
	Scheduling and Project Management	1				
	TOTAL TASK 6 HOURS	2	0	4.5	0	6.5
	TOTAL TASK 6 COSTS	\$270.00	\$0.00	\$504.00	\$0.00	\$774.00
7	ADDITIONAL RECORD DRAWING WORK					
	Field Survey	1			5	
	Record Drawings			4		
	TOTAL TASK 7 HOURS	1	0	4	5	10
	TOTAL TASK 7 COSTS	\$135.00	\$0.00	\$448.00	\$370.00	\$953.00
	TOTAL ESTIMATED HOURS	19.5	12	31	6	68.5
	TOTAL ESTIMATED COST	\$2,632.50	\$1,104.00	\$3,472.00	\$444.00	\$7,652.50



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September 27, 2016

Trevor Walter, P.E.
Public Works Director/City Engineer
City of Baxter
P.O. Box 2626
Baxter, MN 56425

**RE: Proposal for Engineering Services
SWPPP Compliance Review
Baxter, MN**

Dear Mr. Walter:

Thank you for the opportunity to submit our proposal to assist the City of Baxter with a review of their current Stormwater Pollution Prevention Plan (SWPPP). Our review will be based upon the Minnesota Pollution Control Agency (MPCA) General Permit (GP) No. MNR040000 for Municipal Separate Storm Sewer Systems (MS4) dated August 1, 2013. The City of Baxter is an MS4 city required to be in compliance with the GP as of December 1, 2013.

We have previously provided considerable input and data during the MS4 GP implementation process and are very familiar with the City of Baxter's municipal storm water system. WSN staff has also assisted the City of Alexandria with a compliance check and is very familiar with the GP and its requirements. Our familiarity with the City of Baxter's system, the GP, strong local presence, and dedication to the City make WSN a prudent choice to assist in completing a compliance check of the City's SWPPP with the MS4 regulations effective August 1, 2013. In addition, we will be readily available to assist with future endeavors, if necessary.

Key items to review include:

- ✓ Application and submittal information
- ✓ Written procedures for Enforcement Response Procedures
- ✓ Storm sewer system mapping
- ✓ Ponds, wetlands and lakes inventory
- ✓ Public education emphasis
- ✓ Illicit discharge recognition, training, reporting and prioritizing
- ✓ Spill response procedures
- ✓ Written procedures for conducting plan reviews including non-compliant plans
- ✓ Written procedures for conducting site inspections
- ✓ Post-construction control of discharge volume, TSS and Phosphorus
- ✓ Infiltration regulations
- ✓ "Legal Mechanisms" for long-term maintenance of post-construction BMPs
- ✓ MS4 owned/operated facility inventory and inspection
- ✓ Procedures and a schedule for assessing pond treatment effectiveness
- ✓ Documentation for the six Minimum Control Measures (MCM's)

Our proposed scope of services is as follows:

SWPPP Compliance Assessment and Report

Our approach to assist the City of Baxter with developing a SWPPP that is compliant with the MPCA GP involves first meeting with City staff to become aware of all documentation and program efforts in place. We will then analyze each portion of the SWPPP and compare it with the GP requirements. Through the process, we will note deficiencies and complete a report outlining recommended modifications that need to be made to gain compliance. Tasks included in our proposal are:

- Meet with City staff to review SWPPP documentation and procedures
- Analyze SWPPP for compliance with MPCA GP
- Complete report documenting deficiencies and recommendations for compliance

WSN proposes to perform the services described above for a **Lump Sum fee of \$9,320.**

We will keep City staff informed of the project status and propose to have all work completed within 60 days of your authorization to proceed. If you are in agreement with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed.

We realize this is an important project to the City and as local citizens we welcome the opportunity to sit down with you and your staff to go over this proposal and, if necessary, adjust our approach to better conform to the needs of the City.

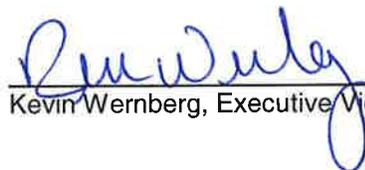
We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff to make this review a valuable asset for the City.

Sincerely,



Aric Welch, P.E.

.....
Proposed by Widseth Smith Nolting



Kevin Wernberg, Executive Vice President

Approved as to form and content by the Baxter City Attorney

J. Brad Person

Date

Accepted by City of Baxter: The above proposal and attached General Conditions are satisfactory and WSN is authorized to do the work as specified. Payment will be made monthly in accordance with percent of the total work scope completed at the time of invoicing. Owner may accept this contract through the signature of its authorized representative below, verbally, or by permitting WSN to commence work on the project.

Date

Date

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WSN Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WSN.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WSN

- A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.
1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.
 2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.
 3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WSN.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
 4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WSN in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1% per month, or the maximum amount authorized by law, whichever is less. WSN shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WSN may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WSN has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WSN shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WSN's resumption of services, the time for performance of WSN's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WSN to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WSN under this Agreement except for payment of an amount for WSN's anticipated profit on the value of the services not performed by WSN and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WSN shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

Should WSN choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WSN. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WSN makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WSN.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

- A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:
1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
 3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
 4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
 5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
 7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
 8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.
- If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.
- With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treator, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, 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 asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

- B. WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WSN's experience and qualifications and represent WSN's judgment as an experienced design professional. It is recognized, however, that WSN does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WSN's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WSN does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WSN to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WSN has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

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

Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed \$1,000,000 on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

REQUEST FOR COUNCIL ACTION

10/18/16

Department Approval: Finance Director Vacinek  **Agenda Section:** Consent
Approval Required: Simple Majority Vote of the Council

Item Description: Adopt Resolution 2016-085, Providing for the Competitive Negotiated Sale of the \$2,310,000 General Obligation Improvement Bonds, Series 2016

BACKGROUND

As part of the City's annual, long-term financing of its utility and street improvement projects, General Obligation (G.O.) Improvement bonds are issued. The proceeds of the bonds will reimburse for costs incurred to construct the 2016 Mill and Overlay project, Fairview Road improvements, 2016 Dellwood Drive North improvements, and Golf Course Drive improvements that were ordered in 2016.

Finance Director Vacinek has been working with our financial advisor, Jon Burmeister of Public Financial Management (PFM), and our bond counsel, Jenny Boulton of Kennedy and Graven, to prepare for the bond sale. Attached is the resolution to proceed with the 2016 bond sale. The bond sale will occur on Tuesday, November 15, 2016 with the council considering awarding the sale at its meeting that evening. A rating conference call with Moody's is scheduled for Tuesday, November 2, 2016.

FINANCIAL IMPLICATIONS

Finance Director Vacinek, in consultation with PFM, has prepared the bond issue, sized at \$2,310,000 to finance a majority (about 61%) of the 2016 improvement projects. The remaining project costs are being financed with contributions from the city's enterprise funds, and sales tax proceeds. The bonds meet the \$10 million qualified tax-exempt limits for 2016. The bond issue will reimburse for project costs incurred this year.

The estimated net bond proceeds correspond to the approximate special assessment and city property tax levy being collected and/or levied over the next 12 years. About 77% of the debt service from this bond issue will be paid from special assessments to benefited property owners with the remainder 23% comprising of a property tax levy. The preliminary property tax levy requirement has been incorporated into the city's existing property tax levy cash flow. The project costs and financing is outlined in the attached Sources and Uses analysis.

STAFF RECOMMENDATION

Finance Director Vacinek recommends adopting the attached resolution to proceed with the 2016 bond sale to reimburse for project costs incurred with the various 2016 improvement projects.

COUNCIL ACTION REQUESTED

Adopt Resolution 2016-085 providing for the competitive negotiated sale of the \$2,310,000 General Obligation Improvement Bonds, Series 2016.

2016 GO IMPROVEMENT BONDS AND PROJECT SOURCES AND USES ANALYSIS 10.13.2016

2016 GO IMPROVEMENT AND TAX INCREMENT BONDS ESTIMATED SOURCES AND USES OF FUNDS

ESTIMATED SOURCES		Bond Proceeds Financing*
Par Amount of Bonds		
GO Improvement Bonds Par Amount of Bonds	<u>2,310,000</u>	
ESTIMATED USES		
Deposit to Construction Account	2,252,941	2,252,941
Estimated Underwriter's Discount	16,170	
Estimated Cost of Issuance	37,500	
Rounding Amount	<u>3,389</u>	
Total Estimated Uses	<u>2,310,000</u>	<u>2,252,941</u>

2016 PROJECT ESTIMATED SOURCES AND USES OF FUNDS**

Project	ESTIMATED PROJECT USES	ESTIMATED PROJECT SOURCES				Financed by Bonds
		Enterprise Funds	Sales Tax	Special Assess	Tax Levy	
2016 Dellwood North	75,641	-	-	72,336	3,305	75,641
Golf Course Drive	1,373,536	-	510,600	862,936	-	862,936
Fairview Road	1,304,373	5,925	445,006	408,964	444,478	853,442
2016 Mill & Overlay	933,948	-	-	871,360	62,588	933,948
Totals	<u>3,687,498</u>	<u>5,925</u>	<u>955,606</u>	<u>2,215,596</u>	<u>510,371</u>	<u>2,725,967</u>
				less Prepaid Special Assessments		(473,026)
						<u>2,252,941</u>

Proportion of Projects Financed with 2016 Bonds

61%

* The estimated \$2,252,941 of net bond proceeds deposited to the respective capital project construction funds corresponds to the approximate sum of the anticipated special assessments net of prepayments and debt service property tax levy for the various improvements. This figure represents the portions of the projects being financed with the 2016 bonds (~61%) after deducting for prepaid improvements and other city contributions not being financed with the bonds.

** Project Sources and Uses are estimated as of 10.11.16 when bonds were structured

EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF THE CITY OF
BAXTER, MINNESOTA

HELD: October 18, 2016

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Baxter, Minnesota, was duly called and held at the City Hall in said City on the 18th day of October, 2016, at 7:00 o'clock P.M.

The following members were present:

and the following were absent:.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION 2016-085

RESOLUTION PROVIDING FOR THE COMPETITIVE
NEGOTIATED SALE OF \$2,310,000 GENERAL OBLIGATION
IMPROVEMENT BONDS, SERIES 2016

BE IT RESOLVED By the City Council of the City of Baxter, Crow Wing County, Minnesota (“City”) as follows:

1. Finding; Amount and Purpose. It is hereby found, determined and declared that it is in the best interest of the City to issue its approximately \$2,310,000 General Obligation Improvement Bonds, Series 2016, to finance various street and utility improvements in the City.
2. Competitive Negotiated Sale. The City has retained Public Finance Management, Inc. (“PFM”) as a municipal advisor, and the City Council hereby determines to sell the Bonds pursuant to a competitive negotiated sale on Tuesday, November 15, 2016. The City Finance Director and other officers or employees of the City are hereby authorized to participate with PFM in the preparation for the sale of the Bonds. The City Council will consider proposals for the purchase of the Bonds at a meeting at 7:00 p.m., on Tuesday, November 15, 2016.
3. Official Statement. The City Council hereby authorizes the sale of the Bonds substantially in accordance with the Request for Proposals set forth in the Preliminary Official Statement dated on or after the date hereof (the “POS”). The POS is hereby approved in substantially the form submitted and the City Council hereby authorizes PFM to distribute the POS in connection with the sale of the Bonds.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF CROW WING
CITY OF BAXTER

I, the undersigned, being the duly qualified and acting City Clerk of the City of Baxter (the "City"), DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council called and held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to the City's \$2,310,000 General Obligation Improvement Bonds, Series 2016.

WITNESS my hand as such Clerk this 18th day of October, 2016.

Kelly Steele, Interim Administrator/City Clerk

**CITY OF BAXTER, MINNESOTA
RESOLUTION 2016-086**

**RESOLUTION APPROVING CONDITIONAL USE PERMITS FOR GRADING AND FILLING
WITHIN A SHORELAND DISTRICT TO UNNAMED LAKE 18-382 AND TO ALLOW
CUMULATIVE BUILDING SQUARE FOOTAGE TO EXCEED 1,800 SQUARE FEET FOR A
1,152 SQUARE FOOT DETACHED ACCESSORY STRUCTURE AND AN 882 SQUARE
FOOT ATTACHED GARAGE FOR PROPERTY LOCATED AT 4587 JOLER ROAD (CITY
FILE NUMBER 16-26)**

WHEREAS, Jeff Pewitt (“the applicant”) has requested approval of conditional use permits for property legally described as follows:

Lot 2, Block 1, Jasper Heights, Section 14, Township 133, Range 29, and;

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called Public Hearing on October 11, 2016 and recommends approval, and;

Whereas, the City Council considered the Planning and Zoning Commission recommendation at their October 18, 2016 meeting;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAXTER, MINNESOTA, that it should and hereby does approve the request for conditional use permit subject to the following findings and conditions:

1. The conditional use permit allows for grading related to the construction of a new home with an attached garage and for grading related to the construction of a 1,152 square foot detached accessory structure within the shoreland overlay district of Unnamed Lake 18-382, in accordance with the application and plans received by the city on September 1, 2016, except as may be amended by this resolution, based on the finding that all applicable conditional use permit standards have been met.
2. The conditional use permit allows for the construction of a 1,152 square foot detached accessory structure as well as an 882 square foot attached garage to exceed the maximum allowed cumulative square footage of 1,800 square feet, in accordance with the application and plans received by the city on September 1, 2016, except as may be amended by this resolution, based on the finding that all applicable conditional use permit standards have been met.
3. **Prior to issuance of a building permit** the applicant shall submit an erosion control best management practices plan providing sufficient protection of the lake from erosion. At a minimum, the applicant shall install a silt fence on the property. Erosion control

must be maintained on the property throughout construction until ground cover is established.

4. Other erosion control methods such as temporary ground cover shall be used as necessary to prevent erosion and trap sediment.
5. Any fill shall be stabilized to accepted engineering standards.
6. The graded areas shall be sodded or hydro-seeded and shall be established to at least 90% ground coverage prior to receiving a certificate of occupancy. Direct seeding may only be used in areas that have an irrigation system.
7. The detached accessory structure shall be compatible in design, color, materials, and construction type of the principal structure.
8. The detached accessory structure shall be a minimum of 50 feet from the side and rear property lines and shall meet the district standards for the front yard setback.
9. Building permits are required prior to beginning construction.
10. Approval shall expire within one year of the date of approval unless the applicant commences the authorized use and completes the required improvements.

Whereupon, said Resolution is hereby declared adopted on this 18th day of October, 2016

Todd Holman, Vice Mayor

ATTEST:

Kelly Steele, City Clerk

City Seal