



**CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION**

**Agenda Item Number:** 4

**Meeting Date:**

**Attachments:** Yes  No

**CITY COUNCIL ACTION**

**Date:**

- |                                   |                                 |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended  | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other    |                                 |

**Originating Department:** Fire Department

**Agenda Item:** Emergency Management training for elected officials.

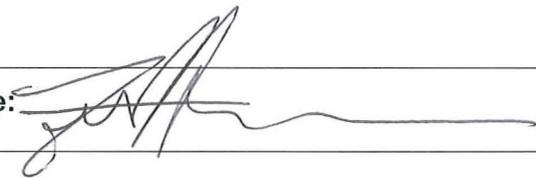
**Recommended Action:** Information only: The plan for the elected officials for the City of Willmar will be to complete the following classes: National Incident Management Systems (NIMS) IS-700 (required), IS-100.B, IS-200.B, IS-800.B, IS-29, IS-908, and IS-20.15. (Recommended training). It is important to note that all recommended NIMS classes are self-study, on-line through FEMA. They are self-paced, and usually take approximately 1-2 hours each. The second phase of the training would to receive Emergency Operations Center (EOC) training for elected officials. Proper city identification cards will be issued on September 3 at 6:00pm at the Willmar Fire Station.

**Background/Summary:** Emergency Management training is required by FEMA.

**Alternatives:** N/A

**Financial Considerations:** N/A

**Preparer:** Frank Hanson, Fire Chief

**Signature:** 

**Comments:**



**CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION**

**Agenda Item Number:** 5

**Meeting Date:**

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:**

- |                                   |                                 |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended  | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other    |                                 |

**Originating Department:** Community Education & Recreation

**Agenda Item:** Maintenance Work at Dorothy Olson Aquatic Center

**Recommended Action:** Enter into an agreement with Horizon Commercial Pool Supply to refurbish 3 play features \$9,600.00 and to perform maintenance on the two slides \$44,850.00 at the DOAC.

**Background/Summary:** In the 2015 CIP resources were allocated to complete this work. Total amount in the CIP was \$75,500.00. Quotes for this work totaled \$54,450.00.

**Alternatives:** No alternatives really exist for the play features as we are down to the last layer of surface prior to the fiberglass starting to shred. The facility is over ten years old and that is the estimated timeline to consider this work.

**Financial Considerations:**

**Preparer:** Steve Brisendine

**Signature:**

**Comments:**



2125 ENERGY PARK DRIVE, ST. PAUL, MN 55108

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LOCAL 651-917-3075

FAX 651-917-3087



## Cover Sheet

To: **Steve Brisendine**

From: **Bob LaDuke**

Pages: **4**  
(including cover)

Steve: Below is summation of refurb process for play features in the Zero Depth area of the pool. Call or email with any questions.

### **Refurbish three (3) interactive play features installed in the zero depth area of pool:**

- **Water Dome**
- **Multi-Play**
- **Arm Bar**

### **Work to include:**

- **Disconnect and transport to shop**
- **Surface Preparation**
- **Install initial epoxy coating – color selections by owner**
- **Install 2<sup>nd</sup> Coating – Mathews Clear Coat**
- **Inspect all hardware**
- **Deliver back to job site and re-install**

### **Additional Services Offered:**

As an established commercial pool contractor & supplier we are here to provide additional services as needed including but not limited to:

- CPO training for your staff
- Training on local and state health codes
- Repair and maintenance of filter room equipment
- Repair and maintenance of pool vessel and plumbing
- Renovation services
- Online resources and purchasing
- Free ongoing consultation
- Water Quality Management Programs



ACCEPTANCE OF PROPOSAL – I am authorized to sign on behalf of the owner and I have read the attached **Terms & Conditions** and Proposal Notes and the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as specified.

Estimate Accepted By: Steve Brisendine

Date: 7/29/15

Authorized Signature: Steve Brisendine

## Total:

- Products and equipment used to complete job are subject to applicable state & city sales taxes.
- Pricing above is an estimate of cost. Invoice will reflect actual time and materials used.
- **Estimates exceeding \$2,000 will require a payment of 50% upon quote acceptance and the remainder is due Net 10 Days.**
- Please read all attached Terms & Conditions, Proposal Notes, and product information. This estimate, once signed, is a contract between Horizon Commercial Pool Supply & the property owner.

### Complete Restoration of Aquatic Play Units (APU)

- Entire structure will be disassembled and shipped for offsite restoration.
- All components will be either sanded or soda blasted to remove existing coatings.
- Most hardware will be blasted in a cabinet to remove any slight corrosion and staining, leaving it looking new. Some of the hardware, especially the smaller bolts, will be replaced.
- Components will be recoated with the selected colors, and clear coated for maximum protection and longevity.
- All gaskets will be replaced during reassembly.
- Fiberglass covers will be provided to cover the column bases against the pool floor, improving the appearance and safety of the unit.
- Entire unit will be shipped and reassembled onsite.

## TERMS AND CONDITIONS

### MECHANIC'S LIEN NOTICES (Minnesota & Wisconsin)

**MINNESOTA:** Pursuant to MINN. STAT. § 514.011 (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 the 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 them 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 material for the improvement and who gave you timely notice.

**WISCONSIN:** As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

**PAYMENT:** On contracts exceeding two-thousand dollars (\$2,000.00), unless otherwise agreed, in writing on the first page of this Contract, payment shall be made in two equal installments. The first installment shall be due as a deposit and paid at the time this contract is signed by the Customer. The second installment is due and payable upon completion of the Project. If, for any reason, any amount less than 50% of the Contract is paid in the first installment, the entire remaining balance shall be paid in the second installment even though such payment renders the installment unequal. All payments on account must be made within **10 days from the invoice date**, unless otherwise agreed to by Horizon Commercial Pool Supply and Customer in writing. Customer agrees that receipt of any invoice setting forth the amount owed to Horizon Commercial Pool Supply represents an account stated unless, within ten days (10) days of receipt of the invoice, Customer objects to the invoice in writing and said written objection is delivered to Horizon Commercial Pool Supply.

**INTEREST AND ATTORNEYS' FEES:** Horizon Commercial Pool Supply will charge, and Customer agrees to pay, a service charge of 1.5% per month (18.0% per annum) or the maximum rate allowed by law. The service charge will be assessed on the past due portion of the account. Customer agrees to pay on demand all costs and expenses including reasonable attorneys' fees incurred by Horizon Commercial Pool Supply in connection with this Contract, and any other document or agreement related thereto, including all costs, expenses and attorneys' fees incurred by Horizon Commercial Pool Supply in enforcing these Terms and Conditions.

**SCHEDULING AND ESTIMATES:** All time estimates, schedules, start dates, completion dates, etc., are subject to change at Horizon Commercial Pool Supply's sole discretion and Horizon shall not be liable for any changes thereof. Customer acknowledges that time estimates, schedules, start and completion dates can and will change due to weather, unforeseen changes to jobs, workforce variations, material availability, unforeseen delays due to other contractor's work, equipment breaking down and holidays, etc. Any quotes, estimates or representations as to pricing are subject to change at Horizon Commercial Pool Supply's sole discretion as well.

**LIMITED WARRANTY ON WORKMANSHIP:** Horizon Commercial Pool Supply provides a limited one year warranty on its workmanship. This Limited Warranty on Workmanship ("Warranty") covers labor provided by Horizon staff only. Any product or equipment warranties are limited to and provided by their respective manufacturer or supplier. This Warranty does not cover problems arising from normal wear and tear, chemical action, stains from pool water or pool water minerals, neglect, abuse, or acts of God. Failure to pay the full Contract price relieves Horizon Commercial Pool Supply of all of its responsibilities under this Warranty and shall render this Warranty void. Warranty claims can be made by contacting Horizon Commercial Pool Supply at (651) 917-3075 within 12 months of completion. Horizon Commercial Pool Supply shall not be responsible or held liable for damages resulting from causes beyond its control caused by fire, flood, accidents, delay in transit, labor difficulty, inability of our normal sources of supply, acts of god, any law, act or regulation of any governmental body. Customer acknowledges and agrees that Horizon Commercial Pool Supply's liability for any reason, including, without limitation, negligence, or strict liability, shall not include special, consequential or incidental damages.

Horizon Commercial Pool Supply, a division of Horizon Chemical Co., Inc.  
2125 Energy Park Drive, St. Paul, MN 55108  
651.917.3075 phone, 651.917.3087 fax  
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## Cover Sheet

To: **Steve Brisendine**

From: **Bob LaDuke**

Pages: **6**  
(including cover)

Steve:

See below regarding Waterslide project. Details on the process are listed on page 4. I will need to get you a color chart as you will be able to choose a new exterior color for each slide. The price listed below is for both slides. The slide work would be done this fall after the pool is closed for the season. Call or email with any questions.

While on site for slide project, we will disconnect and remove the play features in the Zero Depth area of the pool and transport back to the shop for refurbish.

Sincerely,

Bob LaDuke  
Horizon Pool Supply

### Additional Services Offered:

As an established commercial pool contractor & supplier we are here to provide additional services as needed including but not limited to:

- CPO training for your staff
- Training on local and state health codes
- Repair and maintenance of filter room equipment
- Repair and maintenance of pool vessel and plumbing
- Renovation services
- Online resources and purchasing
- Free ongoing consultation
- Water Quality Management Programs



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## Customer Proposal / Quotation

**Quoted to:**

City of Willmar  
801 Industrial Blvd  
Willmar, MN 56201

**Contact 1:** Steve Brisendine  
**Contact 2:** Justin DeLeeuw  
**Phone:** (320) 231-8494  
**Fax:**

**Date:** 5/21/2015  
**Good Through:** 6/21/2015  
**Quote #:** 20150522 CIT18

**Description:**

CIT18

*Quoted by:* **Bob LaDuke**

**Provide Waterslide Restoration and/or Maintenance as follows:**

*Slide Description:*

- Perform "Basic Slide Maintenance" as detailed in attached Descriptions of Processes.
- Perform "Exterior Slide Restoration" as detailed in attached Descriptions of Processes.
- Perform "Slide Seam Alignment" as detailed in attached Descriptions of Processes.

NOTES: • See detailed Description of Processes in the following pages for complete descriptions of maintenance & restoration processes.  
• Only the processes specified above are included in this quote even though descriptions are provided for all processes.  
• Unless otherwise specified there are no other repairs or materials included in the quoted price.  
• All products and labor carry a 1-year warranty from the date of completion.

**Pricing:**

Quantity	Item Number	Description	Unit Price	Total Price
1		<ul style="list-style-type: none"> <li>- Perform Interior Maintenance Process, Exterior Restoration Process and Seem Alignment as specified below on open 42" MIRACLE SLIDE. New color selection for exterior by owner</li> <li>- Perform Interior Maintenance Process, Exterior Restoration Process and Seem Alignment as specified below on 32" to 42" MIRACLE BODY SLIDE. New color selection for exterior by owner</li> </ul>	\$44,850.00	\$44,850.00

**\$44,850.00**

ACCEPTANCE OF PROPOSAL – I am authorized to sign on behalf of the owner and I have read the attached **Terms & Conditions** and Proposal Notes and the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as specified.

Quote Accepted By: Steve Brisendine

Date: 7/29/15

Authorized Signature: Steve Brisendine

## Total:

- Products and equipment used to complete job are subject to applicable state & city sales taxes.
- **Quotes exceeding \$2,000 will require a payment of 50% upon quote acceptance and the remainder is due Net 10 Days.**
- Please read all attached Terms & Conditions, Proposal Notes, and product information. This quote, once signed, is a contract between Horizon Commercial Pool Supply & the property owner.



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## Descriptions of Waterslide Maintenance and Restoration Processes

### Interior Maintenance Process

- Repair of any chips, scratches, weak areas, or other blemishes on slide interior surface.
- Buffing as needed on slide interior surface to remove calcium deposits, watermarks, faded gel coat, and generally shine up the surface for an improved riding experience and dramatically better appearance. *On tube slides, only the starter tub and first few feet of enclosed flume are completely buffed. After that, it is just the ride path that is buffed. On flume slides, the entire interior surface is typically buffed.*
- Repair of any leaks.
- Repair of any deficiencies in the fiberglass
- Removal of old sealant and complete re-caulking of seams.
- Pressure washing of slide exterior to remove some of the faded gel coat for a shinier, more consistent color appearance (unless exterior restoration is completed during the same visit).
- Check all flange and structural hardware for corrosion and tightness; replace or tighten as necessary.
- Pressure wash structural components, stairs, landings as needed.
- General close inspection and notification of any potential issues looking into the future.
- Removal of rust from structural field welds and recoating of area with zinc-rich spray.
- Re-welding and/or reinforcement of any field welds that show weakness or breakage.

### Exterior Restoration Process

- Exterior surface of slides will be aggressively pressure washed to remove contaminants and fading, creating a stable surface for new coating.
- Any necessary structural repairs will be completed before recoating.
- Fiberglass flange hardware will be checked for appropriate torque, replaced or tightened as necessary.
- TNEMEC Series 69 Epoxy basecoat will be applied to the slide exterior surface.
- After curing of basecoat, TNEMEC Series 73 Industrial Urethane will be applied as a topcoat. This is a high end coating, available in thousands of colors, and extremely resistant to UV and abrasion. The result will be a vibrant, attractive slide finish that will last far longer than the original factory finish.

### Seam Alignment

- In many cases, waterslides were installed in such a way that the seams between fiberglass sections are not aligned properly, causing a bumpy, slow, or painful rider experience. Correcting this situation is a very labor intensive process.
- There are several ways to fix this condition....

- Grinding and sanding down the high side of the seam, then spraying new gel coat on the exposed fiberglass and going through standard finishing techniques.
- Bridging the seam completely with fiberglass, to make the entire seam disappear.
- Taking out bolts and realigning the seam, then re-bolting the flange. This is not usually a good option, as most manufacturers use an adhesive between the fiberglass sections, making it nearly impossible to separate the sections.

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**WISCONSIN:** As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

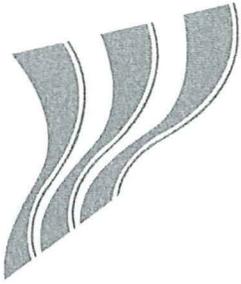
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CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 6

Meeting Date: August 11, 2015

Attachments:  Yes  No

CITY COUNCIL ACTION

Date: August 17, 2015

- Approved       Denied
- Amended       Tabled
- Other

Originating Department: Engineering

Agenda Item: Project No. 1405 – Change Order No. 2

Recommended Action: Approve Change Order No. 2 for the Industrial Park 4<sup>th</sup> Addition Project No. 1405

Background/Summary: Project No. 1405 was awarded on November 3<sup>rd</sup>, 2014 to R&R Excavating and included the construction of new streets, utilities, and industrial lots. Due to instability of the existing soils in the storm sewer trenches, additional granular and rock bedding was required to be placed beneath the storm sewer pipe. Change Order No. 2 was submitted in the amount of \$6,015.70 for the additional work.

Alternatives: Do not approve Change Order No. 2

Financial Considerations: The funding associated with the project includes Local Option Sales Tax Funds and is within the budget.

Preparer: Sean E. Christensen, P.E.  
Public Works Director

Signature:

Comments:

**CHANGE ORDER**

No. 2 (TWO)

PROJECT INDUSTRIAL PARK, 4<sup>TH</sup> ADDITION  
 DATE OF ISSUANCE 7/29/15 EFFECTIVE DATE 7/29/15

OWNER City of Willmar

OWNER's Contract No. BMI Project # W18.107641

CONTRACTOR R&R Excavating

ENGINEER Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description: See Exhibit A- Change Order No. 2

Reason for Change Order:

- 1.) Due to the instability of the existing soils encountered in the storm sewer trenches, granular bedding in addition to the amount required by the contract documents, was required to be installed beneath the storm sewer pipe.
- 2.) Due to the instability of the existing soils encountered in the storm sewer trenches, rock bedding in addition to the amount required by the contract documents, was required to be installed beneath the storm sewer pipe.
- 3.) Due to the use of rock bedding used for pipe bedding, granular bedding was not used per the contract documents and therefor deducted where rock bedding was utilized.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price <u>\$3,657,690.57</u>	Original Contract Times Substantial Completion: <u>October 30, 2015</u> Ready for final payment: <u>June 24, 2016</u> days or dates
Net changes from previous Change Orders No. <u>1</u> to No. <u>1</u> <u>\$5,800.00</u>	Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u> <u>N/A</u> days
Contract Price Prior to this Change Order <u>\$3,663,490.57</u>	Contract Times prior to this Change Order Substantial Completion: <u>October 30, 2015</u> Ready for final payment: <u>June 24, 2016</u> days or dates
Net Increase of this Change Order <u>\$6,015.70</u>	Net Increase of this Change Order <u>N/A</u> Days
Contract Price with all approved Change Orders <u>\$3,669,506.27</u>	Contract Times with all approved Change Orders Substantial Completion: <u>October 30, 2015</u> Ready for final payment: <u>June 24, 2016</u> days or dates

RECOMMENDED:  
 By: [Signature]  
 Engineer (Authorized Signature)  
 Date: 7/29/15

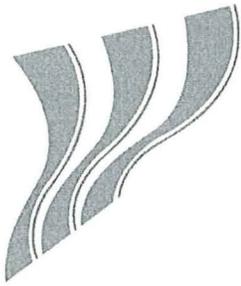
APPROVED:  
 By: \_\_\_\_\_  
 Owner (Authorized Signature)  
 Date: \_\_\_\_\_

ACCEPTED:  
 By: [Signature]  
 Contractor (Authorized Signature)  
 Date: 7/31/15

EXHIBIT A  
 CHANGE ORDER NO. 2  
 INDUSTRIAL PARK, 4TH ADDITION  
 CITY OF WILLMAR, MN  
 BMI PROJECT NO. W18.107641

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	BID AMOUNT EXTENSION
1	GRANULAR BEDDING (LV)	CU YD	32	\$11.00	\$352.00
2	ROCK BEDDING (LV)	CU YD	237	\$27.10	\$6,422.70
3	GRANULAR BEDDING - DEDUCT: ALTERNATE ROCK FOR GRANULAR BEDDING	CU YD	69	\$11.00	-\$759.00

TOTAL CHANGE ORDER AMOUNT= \$6,015.70



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 7

Meeting Date: August 11, 2015

Attachments: Yes  No

CITY COUNCIL ACTION

Date: August 17, 2015

- Approved     Denied  
 Amended     Tabled  
 Other

Originating Department: Public Works

Agenda Item: Public Works & Airport Updates

Recommended Action: For information only

Background/Summary: Updates on activities of the Public Works Department and Airport.

Alternatives: N/A

Financial Considerations: N/A

Preparer: Sean E. Christensen, P.E.  
Public Works Director

Signature: 

Comments: