

CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4

Meeting Date: September 30, 2014

Attachments: X Yes No

CITY COUNCIL ACTION

Date: October 6, 2014

- Approved
- Amended
- Other
- Denied
- Tabled

Originating Department: Engineering

Action Requested: Accept the quotes received for the Localizer Drainage Improvements project and award the low quote to Land Pride Construction, LLC

Recommended Action: Accept the quotes received for the Localizer Drainage Improvements project and award the low quote to Land Pride Construction, LLC

Background/Summary: The localizer structure, which houses MnDOT Aeronautics owned and operated equipment at the airport is subject to periodic flooding. Currently water ponds around the structure and has in the past, ponded above the bottom of the structure door during large rain events and during spring snowmelt periods. MnDOT aeronautics has requested that grading be completed to protect the structure and equipment housed within it. Quotes were obtained for grading improvements to improve the drainage around the structure and protect it and its contents from water damage. Two quotes were received for the drainage improvements. The quotes ranged from \$13,049.82 to \$11,883.00. The low quote was submitted by Land Pride Construction, LLC of Paynesville, MN.

Alternatives: 1. Reject the quotes and delay the grading improvements to a later date.

Financial Considerations: The funding associated with the project includes monies currently included in the Airport budget for the improvements. In addition, MnDOT aeronautics will participate in the costs associated with the improvements.

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

Signature:

Comments:

**WORK ORDER NO. 4
TO
PROFESSIONAL SERVICES CONTRACT
CONSTRUCTION SERVICES**

**FOR SITE GRADING FOR DRAINAGE IMPROVEMENTS FOR MnDOT NAVAID
EQUIPMENT**

BETWEEN: The City of Willmar,
A Minnesota municipal corporation (CLIENT)

AND: Bolton & Menk, Inc. (CONSULTANT)

EFFECTIVE DATE: October 6, 2014

RECITALS

1. City owns and operates the Willmar Municipal Airport (John L. Rice Field) located in Willmar, Minnesota.
2. This is Work Order No. 4 to the Professional Services Contract, between City and Bolton & Menk, Inc. The Professional Services Contract effective April 23, 2012, is referred to herein as the “**Master Agreement**”.

AGREEMENT

DESCRIPTION

The CONSULTANT agrees to provide Construction Services required for the Site Grading Improvements at the Willmar Municipal Airport (herein referred to as the **Project**).

I.A. BASIC SERVICES

For purposes of this Work Order, the Basic Services to be provided by the CONTRACTOR are as follows:

Project Scope

It is understood that the City of Willmar desires to maintain and improve airport drainage near MnDOT’s NAVAID equipment at the south east end of the Willmar Municipal Airport. The project will include grading to eliminate ponding water and seasonal flooding issues next to the Localizer Building.

TASK 1. Construction Services

This task covers the Construction Administration, Construction Observation, Construction Surveying services provided by the CONSULTANT, the scope of which includes the following:

1. The CONSULTANT and CLIENT agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the CLIENT.
2. The CONSULTANT shall attend and assist with the pre-construction conference to be attended by the CLIENT, contractors and any affected utility companies.
3. Nothing herein shall be construed as imposing upon the CONSULTANT's responsibility for the construction means, methods, techniques, sequences, safety programs, and procedures used by contractors.
4. It is agreed that the CONSULTANT will provide Construction Staking services for layout of the grading area, IF required.
5. The CONSULTANT agrees that Resident Project Representative services furnished under this Contract shall be to observe the work and to determine compliance with the plans and specifications, including representing the CLIENT in coordination of construction activities among contractors and between contractors and utilities, and to accommodate the reasonable requirements of the CLIENT on and around areas of construction.
6. When the CONSULTANT is on the site, documentation will be maintained regarding construction progress and delays, quantities and percentages of work, tests performed, observations made and work accepted, problems encountered and instructions given to contractors, field changes and adjustments approved, and other records required or otherwise necessary to maintain a record of the work.
7. The CONSULTANT agrees to provide Construction Administration Services that include, but are not limited to the following:
 - a. Check construction activities to obtain compliance with plans and specifications.
 - b. Provide interpretation of plans and specifications.
 - ~~c. Supervise and coordinate SUB-CONSULTANT contracts for field observation and testing.~~
 - d. Review ~~shop~~ drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications.
 - e. Review all final pay estimates and explanation of variation between Contract and final quantities prepared by Resident Project Representative.
 - f. Review weekly progress reports as prepared by Resident Project Representative.
 - g. Prepare Field Orders, final Change Orders and make recommendations regarding approval of Change Orders.
 - h. Review and evaluate "Contractor's Request for Extension of Contract Time" and submit recommendations to the CLIENT.
 - i. Meet with the CLIENT for consultation and advice during construction.
 - j. Schedule final review of all contracts and send notifications. Attend final review construction. Make recommendations for acceptance of work.
 - ~~k. Monitor that all testing required by the specifications is performed. Review and approve all materials reports prepared by the Resident Project Representative.~~
 - l. Certify that all project work completed under observation of the Resident Project Representative is in Substantial compliance with the plans, specifications and contract documents including any modifications by Change Order or otherwise, that all required tests were performed, and that such work is recommended for acceptance.
 - m. Prepare required documentation for the Project Close Out Report, including weekly summaries, change orders, supplement agreements and testing result summaries.

8. The CLIENT as part of this agreement authorizes periodic Resident Engineering Services and the CONSULTANT agrees to provide a Resident Project Representative for periodic inspections and staking services in the execution of the Construction Engineering Services for the project work. The CLIENT and CONSULTANT agree that the CONSULTANT may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when construction is in progress to include temporary interruptions due to weather or mechanical failure.

Resident services shall include, but are not limited to the following:

- a. For this Project, construction stakes are required.
- b. Notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the CLIENT in the event that the Contractor elects to continue the use of questioned equipment and methods.
- c. The Resident Project Representative shall monitor the contractor's compliance with the approved DBE plan (i.e., determine that the firms on the job are as stated in the plan. Determine that the volume of work and equipment used complies with the plan.). Report deviations to the CLIENT.
- d. ~~Coordinate with the TESTING SUB-CONSULTANT to perform acceptance tests required to be provided by the CLIENT in the construction contract documents.~~
- e. Maintain daily records of the Contractor's progress and activities during the course of construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.
- f. Review ~~monthly~~ payroll reports of each contractor and subcontractor with the CLIENT. Perform ~~monthly DBE field checks and~~ wage rate checks and document. Retain all payroll reports on the project for review.
- g. Measure and compute quantities of all materials incorporated in the work and items of work completed, and maintain an item record account.
- h. Prepare Periodic Cost Estimates and submit to the CLIENT.
- i. Prepare field orders and change orders which include a cost estimate, cost/price analysis and record of negotiations. Notify the Contractor that no work can start until approved by the CLIENT.
- j. Prior to the final review of the project, prepare and distribute to the Contractor and CLIENT a semi-final punch list report including a list of uncompleted items.
- k. When work included in a construction contract is complete, notify CONSULTANT Project Management person to coordinate and schedule a final inspection.
- l. Perform other services as reasonably required by the CLIENT and as outlined in the Contract Documents.

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I.B. shall not be considered part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services

**DETAILED WORK PLAN
ESTIMATED PERSON-HOURS AND FEES**

SPONSOR: Willmar Municipal Airport
PROJECT: SITE GRADING IMPROVEMENTS
CONSULTANT: BOLTON & MENK, INC.

CONSTRUCTION ENGINEERING SERVICES

BOLTON & MENK, INC.	Engineering Fee
SECTION I - PRE-CONSTRUCTION	
1.0 Pre-Construction Conference	\$0.00
2.0 Initial Construction Layout	\$0.00
3.0 Prepare Construction Mangement Plan (CMP)	\$0.00
4.0 Prepare Project Files	\$0.00
5.0 Grant Administration Assistance	\$0.00
6.0 Aeronautical Survey	\$0.00
Expenses	\$0.00
TOTAL SECTION I - PRE-CONSTRUCTION	\$0.00
SECTION II - CONSTRUCTION MANAGEMENT	
7.0 Construction Management	\$560.00
Expenses	\$0.00
TOTAL SECTION II - CONSTRUCTION MANAGEMENT	\$560.00
SECTION III - RESIDENT ENGINEERING	
8.0 Resident Project Representative (RPR) Services	\$2,070.00
Expenses	\$0.00
TOTAL SECTION III - RESIDENT ENGINEERING	\$2,070.00
SECTION IV - POST CONSTRUCTION	
9.0 Final Inspection and Documentation	\$310.00
10.0 As-Builts, Equipment Manuals, and Materials Book	\$0.00
11.0 Federal Grant Closeout Report	\$0.00
12.0 Update Airfield Signage Plan (to reflect construction changes)	\$0.00
13.0 Update Airport Layout Plan (to reflect as-built changes)	\$0.00
14.0 Update Capital Improvement Plan (CIP)	\$0.00
Expenses	\$0.00
TOTAL SECTION IV - POST CONSTRUCTION SERVICES	\$310.00
TOTAL BOLTON & MENK FEES	\$2,940.00

SUB-CONSULTANTS	Fee
Materials & Acceptance Testing	\$0.00
Electrical Engineering	\$0.00
Other	\$0.00
Other	\$0.00
Expenses	\$0.00
TOTAL SUB-CONSULTANTS	\$0.00

SUMMARY	
TOTAL BOLTON & MENK FEES	\$2,940.00
TOTAL SUB-CONSULTANTS	\$0.00
TOTAL ENGINEERING FEES	\$2,940.00

Item No.	Principal/Senior Project Manager \$160.00	Project Manager \$160.00	Senior Project Engineer \$110.00	Project Engineer \$95.00	Design Engineer \$75.00	Resident Project Representative \$95.00	Licensed Land Surveyor \$145.00	2-Person Survey Crew \$150.00	Airport Specialist I \$85.00	Airport Planner \$120.00	GIS/CAD Technician \$75.00	Clerical \$65.00	Total Hours	Cost Summary
SECTION I - PRE-CONSTRUCTION														
1.0 Pre-Construction Conference														
	Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.0 Initial Construction Layout														
	Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3.0 Prepare Construction Management Plan (CMP)														
	Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.0 Prepare Project Files														
	Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.0 Grant Administration Assistance														
5.1	Assembling Information	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
5.2	Assistance in Processing Credit Application Forms	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
*		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
	Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.0 Aeronautical Survey														
6.1	2	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
6.2	2	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
*		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
	Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses														
														Rate
	Auto Rental	0	0	0	0	0	0	0	0	0	0	0	0 Days	\$75.00
	Mileage	0	0	0	0	0	0	0	0	0	0	0	0 Miles	\$0.60
	Lodging and Per Diem	0	0	0	0	0	0	0	0	0	0	0	0 Days	\$150.00
	Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0	0	0 Trips	\$600.00
	Computer Costs	0	0	0	0	0	0	0	0	0	0	0	0	\$50.00
	Other	0	0	0	0	0	0	0	0	0	0	0	0	\$50.00
														Total Expenses
														\$0.00
SECTION I - PRE-CONSTRUCTION TOTAL														
														\$0.00

SECTION II - CONSTRUCTION MANAGEMENT														
7.0 Construction Management														
7.1	Monitor Construction Progress	0	1	0	0	0	0	0	0	0	0	0	1	\$160.00
7.2	Provide Interpretation on Project Plans & Specs	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
7.3	Supervise & Coordinate Sub-Consultants	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
7.4	Review Shop Drawings	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
7.5	Review Pay Requests	1	0	0	0	0	0	0	0	0	0	0	1	\$160.00
7.6	Weekly Progress Reports	0	0.5	0	0	0	0	0	0	0	0	0	0.5	\$80.00
7.7	Review and Process Change Order Requests	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
7.8	Owner Coordination	0	1	0	0	0	0	0	0	0	0	0	1	\$160.00
7.9	Coordinate On-Site Inspections w/Owner	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
7.10	Verify Materials QC Testing is According to Specs	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
7.11	Review and Update Field As-Built Drawings	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
7.12	Monitor Compliance with Davis-Bacon Requirements	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
7.13	Monitor Compliance with DBE Program	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
*		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
	Estimated Total Man-hours	1	2.5	0	0	0	0	0	0	0	0	0	3.5	
	Summary Costs	\$160.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$560.00
Expenses														
														Rate
	Auto Rental	0	0	0	0	0	0	0	0	0	0	0	0 Days	\$75.00
	Mileage	0	0	0	0	0	0	0	0	0	0	0	0 Miles	\$0.60

Item No.	Principal/Senior Project Manager \$160.00	Project Manager \$160.00	Senior Project Engineer \$110.00	Project Engineer \$95.00	Design Engineer \$75.00	Resident Project Representative \$95.00	Licensed Land Surveyor \$145.00	2-Person Survey Crew \$150.00	Airport Specialist I \$85.00	Airport Planner \$120.00	GIS/CAD Technician \$75.00	Clerical \$65.00	Total Hours		Cost Summary
Lodging and Per Diem	0	0	0	0	0	0	0	0	0	0	0	0	0 Days	\$150.00	\$0.00
Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0	0	0	0 Trips	\$1,800.00	\$0.00
Computer Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
Total Expenses															\$0.00
SECTION II - CONSTRUCTION MANAGEMENT TOTAL															\$560.00

Item No.	Principal/Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer	Resident Project Representative	Licensed Land Surveyor	2-Person Survey Crew	Airport Specialist I	Airport Planner	GIS/CAD Technician	Clerical	Total Hours	Cost Summary
	\$160.00	\$160.00	\$110.00	\$95.00	\$75.00	\$95.00	\$145.00	\$150.00	\$85.00	\$120.00	\$75.00	\$65.00		

SECTION III - RESIDENT ENGINEERING

8.0 Resident Project Representative (RPR) Services														
• Field Inspection	Number of Days	2	2	0	0	0	4	0	1	0	0	0	0	
	Hours per Day	0.5	1	0	0	0	3	0	3	0	0	0	0	
	Total Hours	1	2	0	0	0	12	0	3	0	0	0	0	18
8.1	Coordinate & Perform Acceptance Testing	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
8.2	Contractor Coordination	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
8.3	Daily Records	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
8.4	Evaluate & Discuss Potential Change Orders	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
8.5	Evaluate Possible Material Substitutions	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
8.6	Process and Distribute Progress Reports	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
8.7	Measure/Calculate As-Built Quantities	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
8.8	Process Periodic Pay Requests	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
8.9	Monitor Compliance with Construction Ops & Safety Plan	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
8.10	Conduct Construction Progress Meetings	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
8.11	Construction Staking/Layout	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
•		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
•		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Estimated Total Man-hours		1	2	0	0	0	12	0	3	0	0	0	18	
Summary Costs		\$160.00	\$320.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,070.00

Expenses														Rate		
	Auto Rental	0	0	0	0	0	0	0	0	0	0	0	0	0 Days	\$75.00	\$0.00
	Mileage	0	0	0	0	0	0	0	0	0	0	0	0	0 Miles	\$0.60	\$0.00
	Lodging and Per Diem	0	0	0	0	0	0	0	0	0	0	0	0	0 Days	\$150.00	\$0.00
	Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0	0	0	0 Trips	\$1,800.00	\$0.00
	Computer Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
Total Expenses														\$0.00		

SECTION III - RESIDENT ENGINEERING TOTAL \$2,070.00

SECTION IV - POST CONSTRUCTION

9.0 Final Inspection and Documentation															
9.1	Final inspection	0	1	0	0	0	0	0	1	0	0	0	0	2	\$310.00
9.2	Final punch list	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
9.3	Final construction certifications	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Estimated Total Man-hours		0	1	0	0	0	0	0	1	0	0	0	0	2	
Summary Costs		\$0.00	\$160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$310.00

10.0 As-Builts, Equipment Manuals, and Materials Book															
10.1	As-built plans	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
44-2	Equipment-manuals	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
10.3	Materials book	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Estimated Total Man-hours		0													
Summary Costs		\$0.00													

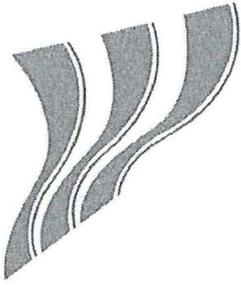
44-0 Federal Grant Closeout Report															
Estimated Total Man-hours		0	\$0.00												
Summary Costs		\$0.00													

42-0 Update Airfield Signage Plan (to reflect construction changes)															
Estimated Total Man-hours		0	\$0.00												
Summary Costs		\$0.00													

43-0 Update Airport Layout Plan (to reflect as-built changes)															
Estimated Total Man-hours		0	\$0.00												
Summary Costs		\$0.00													

44-0 Update Capital Improvement Plan (CIP)															
Estimated Total Man-hours		0	\$0.00												
Summary Costs		\$0.00													

Item No.	Principal/Senior Project Manager \$160.00	Project Manager \$160.00	Senior Project Engineer \$110.00	Project Engineer \$95.00	Design Engineer \$75.00	Resident Project Representative \$95.00	Licensed Land Surveyor \$145.00	2-Person Survey Crew \$150.00	Airport Specialist I \$85.00	Airport Planner \$120.00	GIS/CAD Technician \$75.00	Clerical \$65.00	Total Hours	Rate	Cost Summary	
Expenses														Rate		
Auto Rental	0	0	0	0	0	0	0	0	0	0	0	0	0	0 Days	\$75.00	\$0.00
Mileage	0	0	0	0	0	0	0	0	0	0	0	0	0	0 Miles	\$0.60	\$0.00
Lodging and Per Diem	0	0	0	0	0	0	0	0	0	0	0	0	0	0 Days	\$150.00	\$0.00
Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0 Trips	\$600.00	\$0.00
Computer Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
														Total Expenses	\$0.00	
SECTION IV - POST CONSTRUCTION TOTAL															\$310.00	



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 5

Meeting Date: September 30, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: October 6, 2014

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

Originating Department: Engineering

Agenda Item: Accept Project and Authorize Final Payment Project No. 1303-B

Recommended Action: Approve Change Order No. 1 in the amount of \$29,703.40, amend the budget and authorize final payment to Duininck, Inc. in the amount of \$48,787.38 for Project No. 1303-B.

Background/Summary: The City Council entered into an agreement with Duininck, Inc. on June 7, 2012 for the City street overlay improvements on 3rd and 4th Avenue SW, Ortenblad Addition, Southgate Addition, and 11th Avenue SE. The Change Order No. 1 and final pay request with quantities is hereby submitted for consideration.

Alternatives: N/A

Financial Considerations: Payment of the final amount of \$48,787.38 is from within the project budget.

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

Signature: 

Comments:

DUININCK INC
PROJECT 1303-B: BITUMINOUS MILLING, CURB AND GUTTER
LOCATION: 3RD AVENUE SW, 4TH AVENUE SW, ORTENBLAD ADD'N, SOUTHGATE ADD'N

CODE: 413.48453.0336

<u>PROJECT</u>	<u>CONTRACT AMT</u>	<u>PYMT #</u>	<u>DATE</u>	<u>CHECK #</u>	<u>PYMT AMOUNT</u>
Bituminous Milling, Curb & Gutter	373,449.80	1303B/Est. 1	7/11/2013	36846	41,659.21
Change Order #1	29,703.40	1303B/Est. 2	7/31/2013	37007	28,806.00
		1303B/Est. 3	10/2/2013	37578	282,178.68
		1303B/Est. 4	2/26/2014	38887	1,721.93
	403,153.20	1303B/Est. 5	10/1/2014		48,787.38
					<hr/>
					403,153.20 FINAL

SEP 15 2014

**CONTRACTOR'S ESTIMATE NO. 5 (FINAL)
PROJECT NO. 1303-B**

**CONTRACTOR: DUININCK INC.
P.O. BOX 208
PRINSBURG, MN 56281**

CONSTRUCTION OF: BITUMINOUS MILLING, BITUMINOUS PAVING, SIDEWALK, AND CURB AND GUTTER

**LOCATION: 3RD AVENUE SW, 4TH AVENUE SW, ORTENBLAD ADDITION, SOUTHGATE ADDITION,
AND 11TH AVENUE SE**

DATE: JUNE 4, 2014

**HONORABLE MAYOR AND CITY COUNCIL
CITY OF WILLMAR, MINNESOTA**

IN ACCORDANCE WITH THE CONTRACT WITH DUNINCK INC.

I HEREWITH PRESENT THE FOLLOWING ESTIMATE

1303-B

ITEM NO.	ITEM	UNIT	QUANTITY	BID	TOTAL
2104.501	Remove Concrete Curb/Curb and Gutter	LF	1,372.6	\$3.00	\$4,117.80
2104.503	Remove 4" Sidewalk	SF	94.3	\$0.51	\$48.09
2104.505	Remove Concrete Driveway Pavement	SY	129.5	\$7.00	\$906.50
2104.509	Remove Bituminous Pavement	SY	78	\$4.00	\$312.00
2105.501	Common Excavation	CY		\$10.00	\$0.00
2105.525	Topsoil Borrow (CV)	CY	59.5	\$28.00	\$1,666.00
2211.501	Aggregate Base (Class 5)	TON	308.62	\$14.00	\$4,320.68
2232.501	Mill Bituminous Pavement 3-1/2"	SY	2,643	\$2.15	\$5,682.45
2232.501	Mill Bituminous Pavement 1-1/2"	SY	16,760	\$1.05	\$17,598.00
2360.502	Type SP 12.5 Non Wear Course Mix (3,B)	TON	587.90	\$63.30	\$37,214.07
2360.501	Type SP 12.5 Wearing Course Mix (3,B)	TON	3,326.89	\$77.37	\$257,401.48
2504.602	Adjust Valve Casting	EA	8	\$150.00	\$1,200.00
2506.501	Const Drainage Structure Design H	LF	3.6	\$380.00	\$1,368.00
2506.516	Casting Assembly (Catchbasin) D412 Curb	EA	2	\$620.00	\$1,240.00
2506.522	Adjust Frame & Ring Casting	EA	17	\$300.00	\$5,100.00
2521.501	4" Concrete Sidewalk	SF	3,310	\$2.70	\$8,937.00
2531.501	Concrete Curb and Gutter, Design B624	LF	391.7	\$15.00	\$5,875.50
2531.501	Concrete Curb and Gutter, Design D412	LF	978.4	\$14.50	\$14,186.80
2531.507	6" Concrete Driveway Pavement	SY	129.5	\$40.00	\$5,180.00
2531.618	Truncated Domes	SF	16	\$41.00	\$656.00
2502.541	5" PE Corr. Perf. Pipe Drain	LF	2,421	\$8.00	\$19,368.00
2502.541	5" PE Corr. Perf. Pipe Drain Service	EA	22	\$150.00	\$3,300.00
2503.603	8" PVC Pipe	LF	113	\$36.50	\$4,124.50
2575.501	Seeding	AC	0.58	\$1,000.00	\$580.00
2575.502	Seed Mixture 270	LB	70	\$2.00	\$140.00
2575.523	Erosion Control Blanket Category 1	SY	2,843.1	\$1.50	\$4,264.65
2575.532	Fertilizer Analysis 20-10-20 Type 3	LB	203.4	\$1.15	\$233.91

2575.601	Erosion & Sediment Control	LS	1.00	\$250.00	\$250.00
TOTAL PROJECT 1303-B					\$405,271.43
(Price includes all applicable sales and use taxes)					
BITUMINOUS DISINCENTIVE					\$2,118.23
SUBTOTAL:					\$403,153.20
LESS PREVIOUS ESTIMATE #1					\$41,659.21
LESS PREVIOUS ESTIMATE #2					\$28,806.00
LESS PREVIOUS ESTIMATE #3					\$282,178.68
LESS PREVIOUS ESTIMATE #4					\$1,721.93
AMOUNT DUE CONTRACTOR THIS ESTIMATE:					\$48,787.38

APPROVED: _____
CITY ENGINEER

APPROVED: _____
CONTRACTOR

CONTRACT AMOUNT: \$373,449.80
BUDGET NO.: 413.48453.0336

CHANGE ORDER NO. 1

CITY OF WILLMAR, MINNESOTA

PROJECT – PROJECT 1303-B-2013 STREET IMPROVEMENTS

CONTRACTOR – DUININCK INC. BOX 208, PRINSBURG, MN 56281

The following changes in work, quantities and cost for the above project are herewith authorized:

<u>Cost Summary:</u>	Original Contract	\$373,449.80
	Change Order No. 1 (includes bituminous disincentive of \$2,118.23)	\$29,703.40
	Contract Total	\$405,271.43

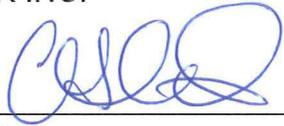
Date: June 4, 2014

CITY OF WILLMAR:



Sean Christensen, Public Works Director

DUININCK INC.



Contractor

CITY PROJECT NO. 1303-B OVER/UNDER RUN SUMMARY

**CONTRACTOR: DUININCK INC.
P.O. BOX 208
PRINSBURG, MN 56281**

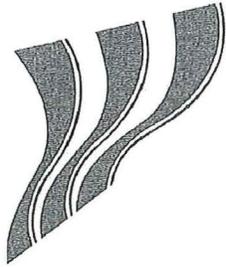
CONSTRUCTION OF: BITUMINOUS MILLING, BITUMINOUS PAVING, SIDEWALK, AND CURB AND GUTTER

LOCATION: 3RD AVENUE SW, 4TH AVENUE SW, ORTENBLAD ADDITION, SOUTHGATE ADDITION, 11TH AVENUE SE

1303-B

ITEM NO.	ITEM	UNIT	UNIT PRICE	(+ / -) QUANTITY	(+ / -) AMOUNT \$
2104.501	Remove Concrete Curb/Curb and Gutter	LF	\$3.00	332.60	\$997.80
2104.503	Remove 4" Sidewalk	SF	\$0.51	34.30	\$17.49
2104.505	Remove Concrete Driveway Pavement	SY	\$7.00	-67.50	-\$472.50
2104.509	Remove Bituminous Pavement	SY	\$4.00	-172.00	-\$688.00
2105.501	Common Excavation	CY	\$10.00	-335.00	-\$3,350.00
2105.525	Topsoil Borrow (CV)	CY	\$28.00	-220.50	-\$6,174.00
2211.501	Aggregate Base (Class 5)	TON	\$14.00	97.62	\$1,366.68
2232.501	Mill Bituminous Pavement 3-1/2"	SY	\$2.15	288.00	\$619.20
2232.501	Mill Bituminous Pavement 1-1/2"	SY	\$1.05	-100.00	-\$105.00
2360.502	Type SP 12.5 Non Wear Course Mix (3,B)	TON	\$63.30	107.90	\$6,830.07
2360.501	Type SP 12.5 Wearing Course Mix (3,B)	TON	\$77.37	491.89	\$38,057.53
2504.602	Adjust Valve Casting	EA	\$150.00	-6.00	-\$900.00
2506.501	Const Drainage Structure Design H	LF	\$380.00	-4.40	-\$1,672.00
2506.516	Casting Assembly (Catchbasin) D412 Curb	EA	\$620.00	0.00	\$0.00
2506.522	Adjust Frame & Ring Casting	EA	\$300.00	-13.00	-\$3,900.00
2521.501	4" Concrete Sidewalk	SF	\$2.70	10.00	\$27.00
2531.501	Concrete Curb and Gutter, Design B624	LF	\$15.00	-8.30	-\$124.50
2531.501	Concrete Curb and Gutter, Design D412	LF	\$14.50	338.40	\$4,906.80
2531.507	6" Concrete Driveway Pavement	SY	\$40.00	-67.50	-\$2,700.00
2531.618	Truncated Domes	SF	\$41.00	0.00	\$0.00
2502.541	5" PE Corr. Perf. Pipe Drain	LF	\$8.00	-34.00	-\$272.00
2502.541	5" PE Corr. Perf. Pipe Drain Service	EA	\$150.00	2.00	\$300.00
2503.603	8" PVC Pipe	LF	\$36.50	8.00	\$292.00
2575.501	Seeding	AC	\$1,000.00	-0.13	-\$130.00
2575.502	Seed Mixture 270	LB	\$2.00	-31.00	-\$62.00
2575.523	Erosion Control Blanket Category 1	SY	\$1.50	-651.90	-\$977.85
2575.532	Fertilizer Analysis 20-10-20 Type 3	LB	\$1.15	-56.60	-\$65.09
2575.601	Erosion & Sediment Control	LS	\$250.00	0.00	\$0.00
NET CHANGE					\$31,821.63
BITUMINOUS DISINCENTIVE					\$2,118.23
TOTAL CHANGE					\$29,703.40

Project 1303-B Incentive /Disincentive Summary					
1303-B Incentive/Disincentive					
	Incentive	Disincentive	Location	Core #'s	Date
		\$ 838.38	3rd Avenue SW	6	8/2/2013
		\$839.46	4th Avenue SW	7	8/2/2013
		\$440.39	22nd Street SW	10	8/22/2013
	-	-	Southgate Add'n	20,21,22,23	9/3/2013
Total Project Incentive /Disincentive		\$ 2,118.23			



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 6
Meeting Date: September 30, 2014
Attachments: Yes No

CITY COUNCIL ACTION

Date:

- Approved Denied
 Amended Tabled
 Other

Originating Department: Engineering

Agenda Item: Contract No. 1310 – Change Order No. 1

Recommended Action: Approval of Change Order No. 1 to Contract No. 1310, MinnWest Technology Campus Lift Station/Lakeland Drive Interceptor Improvements Project.

Background/Summary: The existing condition was discovered to be smaller after the contract was bid; therefore the 18" CIPP lining was changed to 15" CIPP lining. The result of Change Order No. 1 is a \$34,020.00 reduction to the contract price.

Alternatives: N/A

Financial Considerations: A decrease of \$34,020.00 to the contract price.

Preparer: Paul Jurek, P.E., Bollig Inc

Signature: *Paul Jurek*

Comments:

Change Order

No. 1

Date of Issuance:		Effective Date:
Project: City of Willmar CP 1310	Owner: City of Willmar	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Duininck, Inc.		Engineer's Project No.: 124018

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

Description:

Change the 18" CIPP Lining to 15" CIPP Lining as shown on the attached plans.

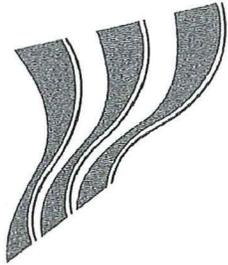
Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$2,421,172.50</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: <u>\$ N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: <u>\$2,421,172.50</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Decrease of this Change Order: <u>\$(34,020.00)</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: <u>\$2,387,152.50</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>8/5/14</u> Approved by Funding Agency (if applicable): _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>8/4/14</u> Date: _____
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Change Order No. 1

	Estimated Quantity	Unit	Contract Unit Prices	Total Price	Adjustment for Pumping and RR/TH 12 Traffic Control	Total Price Adjustment
Base Bid						
15" CIPP Liner	434	LF	\$ 53.00	\$ 23,002.00		\$ 23,002.00
18" CIPP Liner	-434	LF	\$ 73.00	\$ (31,682.00)		\$ (31,682.00)
Subtotal						\$ (8,680.00)
Alternates A & B						
15" CIPP Liner	1267	LF	\$ 53.00	\$ 67,151.00	\$ 11,403.00	\$ 78,554.00
18" CIPP Liner	-1267	LF	\$ 82.00	\$ (103,894.00)		\$ (103,894.00)
Subtotal						\$ (25,340.00)
Decrease in Contract						\$ (34,020.00)



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

Agenda Item Number: 7

Meeting Date: September 30, 2014

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: Engineering

Agenda Item: Contract No. 1310 – Change Order No. 2

Recommended Action: Approval of Change Order No. 2 to Contract No. 1310, MinnWest Technology Campus Lift Station/Lakeland Drive Interceptor Improvements Project.

Background/Summary: During excavation by Duininck, Inc., a large, underground concrete tank (Imhoff Tank) was encountered and needed to be removed prior to construction of the new lift station, resulting in additional costs for removal and disposal. The result of Change Order No. 2 is an increase of \$18,659.02 to the contract price.

Alternatives: N/A

Financial Considerations: An increase of \$18,659.02 to the contract price.

Preparer: Paul Jurek, P.E., Bollig Inc

Signature: *Paul Jurek*

Comments:

Change Order

No. 2

Date of Issuance:	Effective Date:	
Project: City of Willmar CP 1310	Owner: City of Willmar	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor: Duininck, Inc.	Engineer's Project No.: 124018	

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

Description:

Remove and dispose of large concrete tank (Imhoff Tank) buried underground, an unforeseen condition.

Attachments (list documents supporting change):

Itemized units with unit prices as shown on attached sheet.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$2,421,172.50

Decrease from previously approved Change Orders No. 1 to No. 1 :

\$ (34,020.00)

Contract Price prior to this Change Order:

\$2,387,152.50

Increase of this Change Order:

\$18,659.02

Contract Price incorporating this Change Order:

\$2,405,811.52

Original Contract Times: Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

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

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 9/23/14

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order No. 2						
Item No.	Contract Item	Units	UM	Description	Unit Price	Amount
1	9710	1.50	HRS	Low-Boy	\$ 185.00	\$ 277.50
2	9720	13.00	HRS	Tractor Backhoe	\$ 175.00	\$ 2,275.00
3	9730	26.00	HRS	Laborer	\$ 70.00	\$ 1,820.00
4	9740	13.00	HRS	Backhoe/Breaker	\$ 260.00	\$ 3,380.00
5	9750	6.50	HRS	Truck	\$ 120.00	\$ 780.00
6	9760	13.00	HRS	Foreman	\$ 85.00	\$ 1,105.00
7	9770	13.00	HRS	Superintendant	\$ 90.00	\$ 1,170.00
8	9780	30.50	HRS	Hired Truck	\$ 120.00	\$ 3,660.00
9	9790	125.76	TON	Concrete Sand	\$ 9.00	\$ 1,131.84
10	9800	235.36	TON	Concrete Disposal	\$ 13.00	\$ 3,059.68
TOTAL FOR CHANGE ORDER NO. 2						\$ 18,659.02