

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

**Agenda Item Number:** 3

**Meeting Date:** September 9, 2014

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:** September 15, 2014

- Approved       Denied
- Amended       Tabled
- Other

**Originating Department:** Airport

**Agenda Item:** Airport Operations Supervisor Agreement: 2015-2017

**Recommended Action:** Approve the resolution for the City to enter into an agreement with Eric's Aviation Services for the Airport Operations Supervisor.

**Background/Summary:** As per the Airport Commission's recommendation, staff along with City Attorney Robert Scott, drafted a new Airport Operations Supervisor agreement with Eric's Aviation Services, Inc. The Airport Commission and staff felt the current agreement with Eric Rudningen has been going well and should continue into the future. There were a few minor changes from the previous agreement; specifically haying at the end of the runway will be controlled by the Operations Supervisor, herbicide will be applied the Operations Supervisor, chemicals will be paid by the City, and finally assist the Airport Manager in administrative matters.

**Alternatives:** N/A

**Financial Considerations:** 2015: \$6,428.00 per month; 2016: \$6,524.00 per month; 2017: \$6,622.00 per month.

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

**Signature:** 

**Comments:**

Resolution No. \_\_\_\_\_

Whereas the City of Willmar desires to retain a firm to provide Airport Operations Supervisor for on-site airport management and maintenance for the City of Willmar; and

Whereas a proposal has been made by, and an agreement prepared to retain Eric's Aviation Services Inc. for \$6,428.00 per month in 2015, \$6,524.00 per month in 2016, and \$6,524.00 per month in 2017 for said services;

Now therefore be it resolved by the City Council of the City of Willmar that said agreement be approved and that the Mayor and City Administrator be authorized to execute the same.

Dated this 15<sup>th</sup> day of September, 2014

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## AIRPORT OPERATIONS AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the City of Willmar, Minnesota and Eric's Aviation Services, Inc., hereinafter called the second party or Airport Operations Supervisor. The Airport Operations Supervisor shall provide one or more persons to perform the day-to-day activities necessary to keep the Willmar Municipal Airport safe, accessible and operational on a daily basis.

WITNESSETH, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

A. CITY

1. The City of Willmar does hereby retain, as a consultant in the specialized field of aviation, the second party, as Airport Operations Supervisor of the Willmar Municipal Airport for the term specified in Paragraph C.1 below, pursuant to the following fee schedule:

- a. 2015: \$6,428.00 per month;
- b. 2016: \$6,524.00 per month; and
- c. 2017: \$6,622.00 per month.

Unemployment compensation, workers compensations, and F.I.C.A. taxes and withholding taxes, if any, shall be provided for/withheld by second party for its employees.

It is agreed that the monthly fees listed above include an estimated average of forty hours (40) hours per week (and on-call as needed).

2. The City shall provide such snow plowing and snow loading services as can be accomplished with heavy equipment, such as motor graders, truck plows and loaders, on the taxiways, runways, ramp, parking lot and around all T-Hangars.

3. The City shall purchase minor items for routine maintenance at the airport, including bulbs and toiletries, etc.

4. The City shall make Manager's office and the Maintenance shed at the airport available to the Airport Operations Supervisor for its use as necessary for the performance of its duties and obligations under this Agreement.

5. The City shall supervise and manage the Willmar Municipal Airport and its tenants in all matters, not otherwise specifically delegated to the Airport Operations Supervisor herein, including the following:

- a. To perform all administrative duties such as credit applications, billings, and budgets for the airport;

- b. To participate as a member of the Minnesota Council of Airports;
- c. To act as a liaison to the Airport Commission;
- d. To manage tenant leases; and
- e. To perform duties as necessary for airport related accidents.

B. AIRPORT OPERATIONS SUPERVISOR

1. The Airport Operations Supervisor (second party) shall provide the staff necessary to assist with the operation and supervision of the Willmar Municipal Airport and all City property located thereupon, according to the terms of this agreement, in all matters, not otherwise specifically delegated to other persons, including the following:
  - a. Close the airport and/or issue NOTAMS for use in unsuitable flying weather.
  - b. Set traffic patterns for landing, ground movement of planes, parking of planes and automotive parking and traffic on the public areas of the airport.
  - c. Check qualifications of individuals using the airport and report to the appropriate government agency any violations of City, State or Federal regulations.
  - d. Mark, barricade or close off any hazardous condition that may exist to aeronautical or public use of the airport and to immediately report the same in writing to the city designated Airport Manager.
  - e. Perform and log daily runway inspections and replace runway/taxiway lights as necessary.
  - f. Monitor the septic tank for routine maintenance activity.
  - g. Provide general maintenance of the airfield gates.
  - h. Remove snow and/or ice from walks and around doors in such areas as cannot be removed or plowed by the City's heavy equipment. This includes areas around all City buildings.
  - i. Mow and trim ALL Airport grass and lawns around the main hangar buildings, Terminal Building, and all grass adjacent to taxiways, runways, and ramps and weeding/maintenance of landscaping around F-14. As an alternative to mowing, hay may be maintained and harvested on such areas where suitable in the reasonable judgment of the Airport Operations Supervisor.
  - j. Apply herbicide to and spray such areas listed in Paragraph B.1.i above with weed control agents using the Airport Operations Supervisor's applicators and tools, with the cost of the herbicides, chemicals or other agents used to be paid by the City.
  - k. Keep a weekly log of the number of planes taking off and landing at the Airport during regular operating hours (best effort traffic count).
  - l. To provide janitorial services for terminal building including pilot lounge, conference room, and public rest rooms.
  - m. To perform general inspections, maintenance, and preventative actions of ALL Airport City owned facilities, grounds, Hangars etc.
  - n. To perform MS4 Stormwater activities as per SWPPP permit for MPCA.
  - o. To work with City Staff and/or the Economic Development Commission to market the airport.

- p. To maintain a preventative maintenance needs list, to coincide with budgeting processes.
  - q. To perform bird depredation permit matters as needed along with any additional Wildlife conflicts within the airport boundaries.
  - r. Follow all current Federal Aviation Administration and Minnesota Department of Aeronautics rules and regulations.
  - s. Prepare and submit monthly reports to the City and an annual report with content to be determined by the City.
  - t. Assist the Airport Manager and City Staff as needed in connection with the City's performance of its obligations under Paragraph A.5.b above.
2. The staff of the Airport Operations Supervisor shall take all necessary precautions and steps to see that all rules, laws and regulations adopted by the Federal Government, the State of Minnesota, the City of Willmar, or any of its duly authorized agencies, are fully enforced at all times.
3. The Airport Operations Supervisor shall be subject to, and conform to all laws, rules, and regulations of the Federal, State, City Government, or appropriate agencies thereof, in any and all activities to be carried out under this agreement
4. The Airport Operations Supervisor shall keep up and maintain in a neat, clean, sanitary and orderly manner all public and office areas in the Main Terminal building.
5. The Airport Operations Supervisor shall, in maintaining the Airport premises, be responsible for routine maintenance and minor repairs including replacing of burned out lamps, proper closing of doors, etc. Major repairs/expenses over \$500 shall require City approval prior to purchasing the equipment or hiring the contractor. Equipment and material purchases and other major repairs requiring outside licensed contractors or similar personnel shall be the responsibility of the City.
6. The Airport Operations Supervisor shall not assign or delegate any of its duties or responsibilities under this Agreement without the prior written approval of the City.
7. The schedule of days and hours during which the Airport Operations Supervisor shall maintain regular hours normally be in attendance at the airport shall be reasonable and published by the Airport Operations Supervisor, subject to the City's approval, which approval shall not be unreasonably withheld, and to reevaluation from time to time, as needed.
8. The Airport Operations supervisor for itself, its personal representatives, successors in interest, and assigns agrees that: (1) no person on the grounds of race, color, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of all airport facilities; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied benefits

of, or otherwise be subjected to discrimination, (3) the Manager shall use the premises in compliance with all other requirements imposed by or pursuant of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21; Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

9. In the event that the Airport Operations Supervisor fails to comply with the terms and conditions of this Agreement, the City shall notify the Airport Operations Supervisor, in writing, of the alleged violation of this Agreement and, if the violation has not been corrected within 30 days from the date the alleged violation, this Agreement may be immediately terminated by the City.

10. At all times after the commencement of the term of this Agreement and during the full term of this Agreement, the Airport Operations Supervisor shall maintain and keep current a general commercial liability insurance policy in at the minimum amounts of Five Hundred Thousand (\$500,000) per claimant/ One Million (\$1,000,000) Dollars per occurrence or as indicated in the policies or certificate(s) of insurance attached hereto as Exhibit A, whichever amounts are greater, and a products and completed operations policy in the minimum amounts of One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars general aggregate, or as indicated in the policies or certificate(s) of insurance attached hereto as Exhibit A, whichever amounts are greater, which policies shall include the City as a named insured and shall be in a form acceptable to the City. The Airport Operations Supervisor shall additionally maintain workers' compensation coverage and employer's liability insurance as required by law. Each policy of insurance shall be issued by a reputable casualty insurance company or companies, authorized to do business in the State of Minnesota, shall be non-cancelable with respect to the City except upon 30 days' prior written notice to the City, and copies of such policies or Certificates of Insurance evidencing the same are attached hereto as Exhibit A, and updated copies of the same shall be provided to the City promptly upon request. Failure to maintain the insurance policies required herein or to provide any required policy copy or Certificate of Insurance to the City shall entitle the city to immediately terminate this Agreement without prior notice to the Airport Operations Supervisor.

11. The Airport Operations Supervisor shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Airport Operations Supervisor or its agents, employees, contractors, subcontractors, or sub-consultants with respect to the Airport Operations Supervisor's performance of its obligations under this Agreement. The Airport Operations Supervisor shall defend the City against the foregoing, or litigation in connection with the foregoing, at the Airport Operations Supervisor's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any Claims or litigation and

shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence, gross negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

C. GENERAL TERMS AND CONDITIONS.

1. Term and Termination. This agreement may be terminated by either party upon 60 days' written notice to the other; shall be in effect from January 1, 2015 to December 31, 2017, and these terms and conditions shall continue thereafter on a month to month basis until a new agreement is revised and approved by both parties.

2. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

3. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

4. Independent Contractor Status. The Airport Operations Supervisor, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find the Airport Operations Supervisor to be an employee of the City, and the Airport Operations Supervisor shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

The Airport Operations Supervisor acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is the Airport Operations Supervisor's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

The Airport Operations Supervisor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The Airport Operations Supervisor is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes and paying all other employment tax obligations on their behalf.

5. Interest by City Officials. No elected official, officer, or employee of the City shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6. Governing Law. This Agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

7. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.

8. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

9. Entire Agreement. These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

IN TESTIMONY THEREOF, the parties hereto this day have signed their names as follows:

**ERIC'S AVIATION SERVICES, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WILLMAR, MINNESOTA**

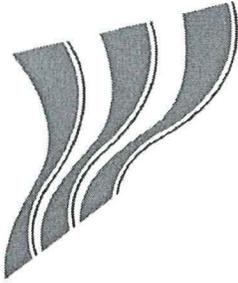
By: \_\_\_\_\_  
Frank Yanish, Its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Charlene Stevens, Its City Administrator

Date: \_\_\_\_\_

**Exhibit A**  
**(Certificates of Required Insurance)**



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

**Agenda Item Number:** 4

**Meeting Date:** September 9, 2014

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:** September 15, 2014

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

**Originating Department:** Airport

**Agenda Item:** Work Order No.3 Bolton and Menk for Airport Industrial Stormwater Permit and Stormwater Pollution Prevention Plan (SWPPP)

**Recommended Action:** Approval of resolution for Work Order No. 3 not to exceed \$7,150.00.

**Background/Summary:** The Airport Industrial Stormwater Permit renewal process is required for a new 2015 permit. The MPCA requirements have changed and the Airport is required to apply for a new type of permit and requirements including a Stormwater Pollution Prevention Plan (SWPPP). Attached is a copy of the Work Order listing the technical assistance Bolton and Menk will provide for the application and submittal.

**Alternatives:** N/A

**Financial Considerations:** \$7,150.00

**Preparer:** Megan M. DeSchepper, AICP  
Planner/Airport Manager

**Signature:**

**Comments:**

**WORK ORDER NO. 3  
TO  
PROFESSIONAL SERVICES CONTRACT  
FOR  
COMPLETING A NEW INDUSTRIAL STORMWATER PERMIT AND STORMWATER POLLUTION  
PREVENTION PLAN (SWPPP)**

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

**AND:** Bolton & Menk, Inc. (CONSULTANT)

**EFFECTIVE DATE:** August 12, 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. 3 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 professional services required to complete the updating of the Stormwater Permit 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

The task scope of services includes the following:

1. Assist CLIENT in compliance with, and preparation of the required permit documents and application forms for the MPCA Industrial Stormwater Permit (MNR050000).
2. Permit compliance to include preparation of a new Industrial SWPPP per the MPCA Industrial Stormwater Permit.
3. Preparation of the MPCA Industrial Stormwater Permit Application shall include providing information relative to the project including, but not limited to, obtaining application information from the CLIENT, site plans, specifications, and regional maps.
4. The CLIENT shall assume responsibilities for submittal of permit application, permit application fees,

and non-engineering work associated with permit submittal.

- 5. The CONSULTANT’S responsibility in preparation of the Industrial Stormwater SWPPP includes the following:
  - a. Develop a facility map identifying drainage areas and individual off-site discharge locations
  - b. Review, identify, and document all surface waters (including wetlands) within 1-mile of the facility boundary
  - c. Review of all significant materials and pollutants stored or used onsite
  - d. Provide description of stormwater controls as required by Part III and Part VII of the General Industrial Stormwater Permit (MNR050000)
  - e. Develop facility and stormwater Best Management Practices (BMP’s) inspection requirements and schedule
  - f. Provide inspection record sheets
  - g. Identify stormwater discharge monitoring locations and evaluate for possible discharges other than stormwater
  - h. Develop stormwater discharge monitoring requirements and schedule for monitoring activities
  - i. Develop a preventative maintenance program for stormwater BMP’s
  - j. Develop a spill prevention and response procedure
  - k. Develop and implement an employee training program
  - l. Develop and adopt a mercury minimization plan, if required.
  - m. Identify qualified personnel who are responsible for the implementation and management of the SWPPP
  - n. Develop a program to document all existing stormwater BMPs and future modifications to existing BMPs as well as any newly listed materials or activities

Items not provided by CONSULTANT under this proposal include performing the monitoring activities in year two of the permit cycle, performing any of the annual inspections, assisting in employee training, and providing support for annual reporting.

**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 consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

- 1. Attendance of additional meetings beyond those identified in the above scope.
- 2. All other services not specifically identified in Section I.A.

**I.C. CONSIDERATION**

The services described above in Section I.A. BASIC SERVICES shall be provided as follows:

1. Complete Permit	<u>\$ 7,150 (Lump Sum)</u>
<b>TOTAL AUTHORIZED FEE</b>	<b>\$ 7,150</b>

Progress payments shall be made in accordance with the Attached Fee Schedule and Section III of the Master Agreement.

**I.D. SCHEDULE**

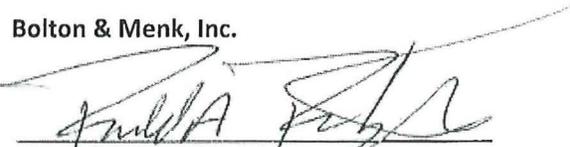
TASK	SERVICE DESCRIPTION	DATE
1	Complete Permit FOR Client Submittal	September 12, 2014

**I.E. AUTHORIZATION**

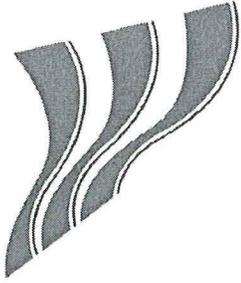
City of Willmar, Minnesota

Bolton & Menk, Inc.

\_\_\_\_\_  
Mr. Frank Yanish                      Mayor

  
\_\_\_\_\_  
Ronald A. Roetzel, P.E.                      Principal

\_\_\_\_\_  
Ms. Charlene Stevens                      City Administrator



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

**Agenda Item Number:** 5

**Meeting Date:** September 9, 2014

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:** September 15, 2014

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

**Originating Department:** Airport

**Agenda Item:** Final Project Payment for Contract 1 of State Project No. A3401-63

**Recommended Action:** Certify final payment of \$27,857.61 to Kuechle Underground, Inc. of Kimball, MN per Contract 1.

**Background/Summary:** Contract 1 of State Project No. A3401-63 has been completed, which consisted of turf restoration/establishment project of grass runway 03/21. Due to a very wet June a change order was to be included (a total payment reduction of \$18,068.00).

**Alternatives:** N/A

**Financial Considerations:** The State Project cost is split 70/30

**Preparer:** Megan M. DeSchepper, AICP  
Planner/Airport Manager

**Signature:** *Megan M DeSchepper*

**Comments:**

**CONTRACTOR'S PAY REQUEST**

**2012 AIRPORT IMPROVEMENTS - CONTRACT 1**

**WILLMAR, MN**

**BMI PROJECT NO. T51.101570**

**DISTRIBUTION:**

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

BONDING CO. (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$72,480.01
TOTAL, COMPLETED WORK TO DATE	\$54,412.01
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$54,412.01
RETAINED PERCENTAGE ( 0% )	\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$54,412.01
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$26,554.40
PAY CONTRACTOR AS ESTIMATE NO. 2	\$27,857.61

**Certificate for Final Payment**

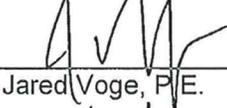
I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Kuechle Underground, Inc.  
P.O. Box 509  
10998 State Hwy 55  
Kimball, MN 55353

By  Name V.P. Title  
Date 6/24/14

**CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:**

ENGINEER: BOLTON & MENK, INC., 2040 HIGHWAY 12 EAST, WILLMAR, MN 56201.

By , PROJECT MANAGER  
Jared Voge, P/E.  
Date 8/18/14

**APPROVED FOR PAYMENT:**

OWNER:

By \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

And \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## CHANGE ORDER

No. 1

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PROJECT 2012 AIRPORT IMPROVEMENTS – CONTRACT 1

DATE OF ISSUANCE June 25, 2014 EFFECTIVE DATE June 25, 2014

OWNER City of Willmar

OWNER's Contract No. T51.101070

CONTRACTOR Kuehle Underground, Inc.

ENGINEER Bolton & Menk, Inc.

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

1.	Description:	Final Compensating Change Order	
	Cost:	\$20,108.00	
		Original Contract Price:	\$72,480.01
		<u>Contract Amount with Change Order No. 1</u>	<u>\$54,412.01</u>
		Total – Change Order No. 1:	\$18,068.00

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$72,480.01	Original Contract Times Substantial Completion: <u>May 20, 2013</u> Ready for final payment: <u>July 1, 2013</u>
Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u> <u>0 (zero)</u>	Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u> <u>0 (zero)</u>
Contract Price Prior to this Change Order \$72,480.01	Contract Times prior to this Change Order Substantial Completion: <u>May 20, 2013</u> Ready for final payment: <u>July 1, 2013</u>
Net Decrease of this Change Order \$18,068.00	Net Increase of this Change Order <u>0 (zero)</u>
Contract Price with all approved Change Orders \$54,412.01	Contract Times with all approved Change Orders Substantial Completion: <u>May 20, 2013</u> Ready for final payment: <u>July 1, 2013</u>

RECOMMENDED  
By: [Signature]  
Engineer (Authorized Signature)  
Date: 8/18/14

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

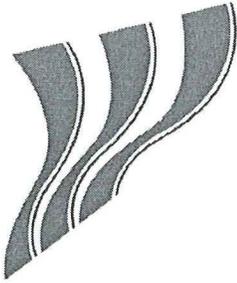
ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Date: 6-24-14

**Final Pay Estimate No.:**

**2**

2012 AIRPORT IMPROVEMENTS - CONTRACT 1  
 WILLMAR, MN  
 BMI PROJECT NO. T51.401570  
 WORK COMPLETED THROUGH JUNE 25, 2014

ITEM NO.	ITEM	UNIT PRICE	ESTIMATED		QUANTITY PREVIOUS ESTIMATE		QUANTITY COMPLETED TO DATE		DIFFERENCE QUANTITY TO DATE	DIFFERENCE AMOUNT TO DATE
			BID QUANTITY	BID AMOUNT						
1.1	2021.501 MOBILIZATION	\$3,000.00	1	LS \$3,000.00	0.50	LS \$1,500.00	1.00	LS \$3,000.00		\$ -
1.2	01550.1 MAINTENANCE AND RESTORATION OF HAUL ROADS & STAGIN	\$0.01	1	LS \$0.01		LS	1.00	LS \$0.01		\$ -
1.3	01555.2 AIRPORT SAFETY CONTROL	\$600.00	1	LS \$600.00	0.50	LS \$300.00	1.00	LS \$600.00		\$ -
1.4	01555.3 PROVIDE AND INSTALL LOW PROFILE AIRPORT BARRICADE	\$170.00	24	EA \$4,080.00	12.00	EA \$2,040.00	24.00	EA \$4,080.00		\$ -
1.5	01555.8 PROVIDE & INSTALL RUNWAY CLOSURE MARKER, NON-LIGHTE	\$880.00	4	EA \$3,520.00	2.00	EA \$1,760.00	2.00	EA \$1,760.00	-2.00	\$ (1,760.00)
1.6	2575.501 SEEDING (MNDOT MIX 260) SPRAY, PREP, FERTILIZER, WATER	\$2,600.00	17.2	AC \$44,720.00	8.50	AC \$22,100.00	17.20	AC \$44,720.00		\$ -
1.7	2575.560 HYDRAULIC SOIL STABILIZER, TYPE 5	\$1,800.00	5.2	AC \$9,360.00	0.14	AC \$252.00	0.14	AC \$252.00	-5.06	\$ (9,108.00)
1.8	2575.511 MULCH MATERIAL, TYPE 3	\$600.00	12	AC \$7,200.00		AC		AC	-12.00	\$ (7,200.00)
<b>TOTAL AMOUNT:</b>				\$72,480.01		\$27,952.00		\$54,412.01		\$ (18,068.00)



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

**Agenda Item Number:** 10

**Meeting Date:** September 9, 2014

**Attachments:**  Yes  No

**CITY COUNCIL ACTION**

**Date:** September 15, 2014

Approved  Denied  
 Amended  Tabled  
 Other

**Originating Department:** Airport

**Agenda Item:** Amendment No. 2 to Workorder No. 1 Professional Services Contract with Bolton and Menk of the 2012 Airport Pavement Improvements (Turf Runway).

**Recommended Action:** Approve the work order amendment No. 2 with Bolton and Menk to work Order No. 1 for \$3,250.00.

**Background/Summary:** The wet spring/June and numerous reseeding/fertilizing applications required additional construction engineering services costing \$3,250.00 in additional staff time.

**Alternatives:** N/A

**Financial Considerations:** \$3,250.00

**Preparer:** Megan M. DeSchepper, AICP  
Planner/Airport Manager

**Signature:** *Megan M DeSchepper*

**Comments:**

**AMENDMENT NO. 2**

TO  
WORK ORDER #1

PROFESSIONAL SERVICES CONTRACT

2012 AIRPORT PAVEMENT IMPROVEMENTS (Crack Repairs & Turf Runway)

DESIGN, BIDDING & CONSTRUCTION SERVICES

WILLMAR MUNICIPAL AIRPORT

This addendum is in regards to the Design, Bidding & Construction engineering services for the 2012 Airport Improvements project at the Willmar Municipal Airport. This Addendum shall become a part of the original Work Order #1, dated May 25, 2012.

WHEREAS, Bolton & Menk, Inc. has provided additional construction engineering related services for work on the Turf Runway rehabilitation. Due to weather conditions and contractor scheduling and coordination, additional site visits and survey were required to complete the project.

WHEREAS, MnDOT has indicated that this is a project scope change for construction engineering services that should be provided for the project and state grant funding is available for this work at 70% FAA and 30% Local share or the *amended state program rates*.

THEREFORE, BE IT MUTUALLY AGREED, that Bolton & Menk, Inc. is authorized to complete the additional work as described below.

**TASK 1. ~~DESIGN AND BIDDING SERVICES~~**

- ~~1. The CONSULTANT and CLIENT agree that DESIGN services were added to include the Turf Runway rehabilitation with included additional plans and specifications and coordination with MnDOT Aeronautics and Highways. Recommendations were received from MnDOT Botanist and local contractors on proper soil preparation and seed mixtures. The turf runway will be bid as an Alternate schedule and possible award based on available State Funding.~~

**TASK 2. CONSTRUCTION ENGINEERING SERVICES**

1. The CONSULTANT and CLIENT agree that construction engineering services will be furnished to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the CLIENT.
2. The CONSULTANT agrees that additional Resident Project Representative services furnished under this Addendum 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. Scope and limitations of RPR services are further defined in EXHIBIT I of the original Contract.

3. When the CONSULTANT is on the site beyond the anticipated construction timeframe, 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. 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. The CONSULTANT agrees to provide additional 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 all final pay estimates and explanation of variation between Contract and final quantities prepared by Resident Project Representative.
  - e. Review weekly progress reports as prepared by Resident Project Representative.
  - f. Prepare Field Orders, final Change Orders and make recommendations regarding approval of Change Orders.
  - g. Review and evaluate "Contractor's Request for Extension of Contract Time" and submit recommendations to the CLIENT.
  - h. Meet with the CLIENT for consultation and advice during construction.
  - i. Monitor that all testing required by the specifications is performed. Review and approve all materials reports prepared by the Resident Project Representative.
  - j. 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.
  - k. Maintain record drawings from redline or working drawings prepared by Resident Project Representative as accumulated during the course of construction to show "Record Drawing" conditions.
5. The CLIENT as part of this addendum authorizes Resident Engineering Services and the CONSULTANT agrees to provide a Resident Project Representative, materials acceptance testing, 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 to be done in accordance with Subsection 50-06 of the FAA Special Provisions of the Project Manual.~~
- 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 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 by CONSULTANT 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.

Perform other services as reasonably required by the CLIENT and as outlined in the Contract Documents.

**COMPENSATION FOR SERVICES**

The estimated engineering cost for continuing to provide the above-described services is:

1) <b>Original Design/Bidding Services</b>	<b><u>\$13,315</u></b>
TOTAL TASK 1	\$ 13,315
2) <b>Additional Construction Engineering Services</b>	<b>\$3,250 (hourly)</b>
Original Construction Engineering Budget	<u>\$7,200</u>
TOTAL TASK 2 Construction Services	\$10,450(Revised Estimate)
3) <b>TOTAL Amendment No. 2 Request</b>	<b>\$ 3,250</b>

The estimated MnDOT and Local funding participation for Addendum No. 2 is:

MnDOT (70%)	\$ 2,275
City Participation (30%)	\$ 975

Progress payments shall be made in accordance with Section 3 of the Contract.

