



Committee of the Whole  
Tuesday, February 27, 2018 - 4:15 PM  
City Council Chambers

**1. 4071 - 36TH AVENUE NW EXTENSION TO BROADWAY FINAL PAYMENT**

Prior to this project, 36th Avenue NW ended 700 feet east of 8th Street NW and did not connect to Broadway. This project extended a new asphalt roadway, a 10' shared use path, sanitary sewer, water main, storm sewer and street lighting infrastructure to Broadway. In addition, traffic signals were installed at the intersection of 36th Avenue NW and Broadway.

**Recommend that Council approve the final payment of \$183,796.74 be paid to Keller Paving and Landscaping.**

Documents:

4071 - Pay App 10 Final signed with memo.pdf

**2. AUDITORIUM SEATING FINAL PAYMENT REQUEST**

This project updated the Arena I Original Upper Seating from the 1950's. The seating will add 5 extra inches of leg room on the lower 11 rows of seats with the rest of seating remaining the same.

It is recommended the City Council approve Final Payment of \$9,711.72 to SP&E, Inc.

Documents:

Auditorium Seating Final Payment Memo - 2018.docx  
Scan0027.pdf

**3. AWARD OF ARCHITECTURAL SERVICES - NEW MULTI-PURPOSE AUDITORIUM FLOOR**

The Auditorium is replacing the multi-purpose floor in the Main Arena which was installed in 1992 during the last building remodel. The floor has outlived its life expectancy. The floor is used for all recreational activities, when the portable wood floor is not installed, along with all other activities held at the Auditorium, such as concerts, auctions, weddings, etc.

**Recommend the City Council award the Architectural Service contract to EAPC for the removal and replacement of a multi-purpose floor in the Main Arena of the Auditorium.**

Documents:

Award of Architectural Memo.docx  
RFQ Bid Tabs.xlsx  
Main Arena Flooring Replacement RFQ - 2018.docx

**4. ELECTRICAL ENGINEERING - AUDITORIUM LIGHT REPLACEMENT**

The Auditorium needs to replace (543) T-12 light fixtures that remain in areas of the building that haven't been remodeled since 1992. The T-12 light bulbs are no longer manufactured and only limited supplies are available. The Auditorium will remove the remaining (543) T-12 light fixtures and replace them with a new LED light system. The system will finish all areas in the Auditorium that have not been remodeled since the flood.

**Recommend the City Council award the Engineering Service contract to Prairie Engineering for the removal of (543) T-12 Lights, at the Auditorium complex, and installation of a new LED lighting system.**

Documents:

Award of Engineering Memo.docx  
RFQ Bid Tabs.xlsx  
Auditorium Light Upgrade RFQ - 2018.docx

#### **5. HHW AND E-WASTE COLLECTION (PROJECT NUMBER 4342)**

On Thursday, February 15, 2018, bids were received for the collection and disposal of our yearly household hazardous waste (HHW) and Electronic (E-Waste) collection events. This contract is bid for a two (2) year collection term.

**It is recommended the City Council award the bid to Clean Harbors Environmental for HHW and Kalix for E-Waste for the 2018-2019 collection contracts.**

Documents:

4307 - Memo to council - award of bid.pdf

#### **6. PURCHASE OF HEAVY DUTY LOW FLOOR BUS (4344)**

In 2015 there was an agreement made with Eldorado National to purchase one bus at that time and then an option for up to five additional buses over the next five years. The funds to purchase this bus were approved in the 2018 budget.

**It is recommended the City Council approve the purchase of a 2018 Eldorado National-California EZ-Rider II Low Floor Heavy Duty Bus and allow the Public Works Director to sign the purchase order and any other associated forms for this purchase.**

Documents:

2018 MTC for Bus Purchase.pdf

#### **7. APPROVE CDBG-NDR MULTI-FAMILY REHABILITATION RFP**

The Multi-Family RFP in 2017 resulted in one proposal being received which was eventually withdrawn by the building owner realizing that it needed a great deal of re-working. An assessment of the RFP and comments and input received has resulted in changes and improvements with the new RFP.

**It is recommended the City Council approve a CDBG-NDR RFP for rehabilitation of multi-family housing units for low and moderate income residents.**

Documents:

NDRMulti-FamilyRFP  
City Council Memo2-16-18c.pdf  
Downtown Affordable Multi-family Rental Housing RFPa.pdf

## **8. CDBG-DR/NDR DEMOLITION BID AUTHORIZATION**

Properties acquired through the CDBG-DR/NDR buyout program for flood mitigation deemed not suitable for re-use and relocation through auction will be demolished and the sites restore as level grass areas. The goal is to minimize the amount of time after acquisition that structures remain on site to reduce risks of liability, costs for maintenance, and hazardous conditions with vacant structures.

**It is recommended the City Council authorize staff to issue demolition bid for 2018 buyout acquisitions with structures deemed to require demolition with funding from the CDBG-NDR grant.**

Documents:

2018NDRDemolitionBidCity Council Memo2-16-18b.pdf  
2018 City of Minot Structure Demo and Site Restoration Bidding Documents\_final\_021218.pdf  
2018 City of Minot Structure Demo and Site Restoration advertisement\_final\_021218.pdf

## **9. APPROVAL OF CDBG-DR ALLOCATION #1 TECHNICAL AMENDMENT #14**

HUD rules governing the amendments to CDBG-DR Allocation #1 differ from Allocation #2 and NDR because the funding comes from a different Congressional Appropriations Act. In this case, funds being adjusted within a program area (infrastructure), less than 5% (approx. \$3.38 million) of the total grant, and not creating a new activity or set of beneficiaries amends the Action Plan through a Technical Amendment which only requires submission to HUD. This amendment proposes to move \$1,584,407 from closed out activity leaving a balance within the Public Infrastructure Program Area to the Northern Sewer Project to complete the final phase.

**It is recommended the City Council authorize staff to submit a Technical Amendment for CDBG-DR Allocation #1 shifting unused funds of \$1,584,407 to the Northern Sewer Project to complete the final phase.**

Documents:

TechnicalAmendment14Allocation1City Council Memo2-16-18b.pdf  
Amendment 14 - Reviseda.pdf

## **10. CDBG-DR ALLOCATION #1 SUBSTANTIAL AMENDMENT #15**

Substantial Amendment #2 proposes the creation of two new activities each to be funded with \$800,000 in unused funds for a total of \$1.6 million. One activity will seek to address the problem of spot blighted homes in the FEMA 100-year flood plain which have been dubbed Zombie properties by seeking to acquire them and demolish them. The plan is to work in conjunction with the First District Health Unit. The second new activity is to establish a revolving loan program to help for profits that can demonstrate direct or indirect adverse impact from the flood.

**It is recommended the City Council authorize staff to proceed with the HUD process for CDBG-DR Allocation #1 Substantial Amendment #15 to address blighted homes and to create a revolving loan program for downtown and adjacent businesses.**

Documents:

Allocation1substantialamendment15City Council Memo2-16-18e.pdf  
Amendment 15 - Revised.pdf

## **11. NDR SINGLE FAMILY HOME BUILDABLE LOT RFP RESPONSE RECOMMENDED**

## **ACTION**

The city issued an RFP seeking developers and/or property owners with 35 lots available for construction of Low/Moderate Income affordable single family homes in tracts with proper zoning as well as all critical infrastructure in place. Two responses were received. A Technical Review committee comprised of representatives of the Planning Department, Engineering Department, DR Grant Program Manager, CDM Smith experts, Federal Compliance Officer met and reviewed the applications to assess responsiveness to the requirements of the RFP and the viability of the proposed projects.

It is recommended the City Council concur with Technical Review Committee's recommendation to not accept either of the two responses to the NDR Single Family Home Buildable Lot RFP

Documents:

Single Family 35 lot RFP  
City Council Memo2-16-18c.pdf  
City of Minot National Disaster Resilience Technical Review Committee Report.pdf

## **12. NEIGHBOR NEXT DOOR LOT SALE PROGRAM**

Chapter 40-11-04 of the Century Code sets forth that when a property to be disposed is estimated by the governing body of the municipality to be of a value less than two thousand five hundred dollars then the property may be sold at private sale upon the proper resolution of the governing body. The city through various non-federal funding sources has acquired properties which were flood impacted in the flood inundation zone but not in the flood mitigation buyout areas. These properties have been cleared and are now vacant properties for which when funding was secured it was contemplated that there would be no use connected to the flood control projects including flood walls, levees, or flood retention areas.

**It is recommended the City Council approve a Neighbor Next Door Lot sale program with properties acquired by the city because of flood damaged homes and not needed for flood mitigation measures to be offered for sale contiguous homeowners.**

Documents:

Draft Neighbor Next Door  
City Council Memo2-16-18c.pdf  
Neighbor Next Door Properties djb.pdf  
Neighbor\_Next\_Door\_Propertiesmap.pdf

## **13. MAIN STREET SUMMIT DISCUSSION**

On February 12 & 13, Mayor Barney, Alderman Sipma, Alderman Straight, Alderman Wolsky, City Manager Barry, Principal Planner Lance Lang, as well as many others from the Minot community attended the Governor's Main Street Summit in Bismarck. The Council should discuss the Governor's Main Street Summit and identify potential next steps.

Documents:

Main-Street-Summit-Council-Discussion-Item-2-20-18.pdf

## **14. DISCUSSION OF STUDENT REPRESENTATION/PARTICIPATION AT COUNCIL**

At the recently concluded Governor's Main Street Summit, engaging young people was noted as an important step in developing place, workforce, and quality of life. The Council should discuss inviting student representation/participation at City Council meetings.

Documents:

**15. AIRPORT ACTIVITIES, REPORTS, AND PROJECT UPDATES**

The Airport Director submitted a written report and will be available for questions.

Documents:

Airport Committee Presentation 022718.pdf



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Jacqueline Melcher, Assistant City Engineer *JM*

**DATE:** 2/21/2017

**SUBJECT:** FINAL PAYMENT FOR 36<sup>th</sup> AVE NW EXTENSION TO BROADWAY PROJECT  
PROJECT NUMBER 4071

**I. RECOMMENDED ACTION**

**A. Recommend:**

1. Approve the final payment of \$183,796.74 be paid to Keller Paving and Landscaping.

**II. DEPARTMENT CONTACT PERSONS**

Jacqueline Melcher, Assistant City Engineer	857-4100
Lance Meyer, City Engineer	857-4100

**III. DESCRIPTION**

**A. Background**

Prior to this project, 36<sup>th</sup> Avenue NW ended 700 feet east of 8<sup>th</sup> Street NW and did not connect to Broadway. This project extended a new asphalt roadway, a 10' shared use path, sanitary sewer, water main, storm sewer and street lighting infrastructure to Broadway. In addition, traffic signals were installed at the intersection of 36<sup>th</sup> Avenue NW and Broadway.

**IV. IMPACT:**

**A. Fiscal Impact:**

The project will be paid for with general obligation bonds and state oil and gas revenues.

**Project Costs**

Engineer's Estimate	\$	3,892,874.00
Contractor's Low Bid	\$	2,896,956.75
Contractor's Amended Bid by Change Orders	\$	(-)145,454.39
Final Contract Cost Minus Liquidated Damages	\$	2,751,502.36

**Project Funding**

General Obligation Bonds and State Oil & Gas Revenues \$ 2,751,502.36

The final cost of the overall project was 5% under the original contracted amount. The Contractor was assessed \$190,650.00 in liquidated damages due to failure to complete the project per the contract deadline.

**V. ALTERNATIVES**

- A. None

**VI. TIME CONSTRAINTS**

- A. None

**VII. LIST OF ATTACHMENTS**

- A. Progressive Estimate No. 10 (Final)
- B. Change Order 7
- C. Change Order 6
- D. Change Order 5

## Final Contractor's Application for Payment No. 10

		Application Period:	5/10/2017 11/22/2017	Application Date:	November 22, 2017
To: (Owner)	City of Minot	From (Contractor):	Keller Paving and Landscaping	Via (Engineer):	Moore Engineering, Inc.
Project:	SANITARY, WATER, STORM, ROADWAY, LIGHTING & SIGNAL IMPROVEMENTS	Contract:	No. 4071 - 36th AVENUE NW EXTENSION TO BROADWAY IMPROVEMENTS		
Owner's Contract No.:	4071	Contractor's Project No.:		Engineer's Project No.:	18375

### Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$14,540.74	
2	\$17,500.00	
3	\$17,140.04	
4	\$39,777.00	
5	\$2,424.40	
6	\$11,158.73	
7	\$12,011.50	-\$260,006.80
<b>TOTALS</b>		
	\$114,552.41	-\$260,006.80
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>-\$145,454.39</b>

1. ORIGINAL CONTRACT PRICE.....	\$ 2,896,956.75
2. Net change by Change Orders.....	\$ (145,454.39)
3. Current Contract Price (Line 1 ± Line 2).....	\$ 2,751,502.36
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 2,751,502.36
5. RETAINAGE:	
a. X 2,751,502.36 Work Completed.....	\$ -
b. X                      Stored Material.....	\$ -
c. Total Retainage (Line 5a + Line 5b).....	\$ -
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 2,751,502.36
7. LESS PREVIOUS PAYMENTS (LIQUIDATED DAMAGES ASSESSED)...	\$ 2,567,705.62
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7) .....	\$ 183,796.74
9. BALANCE TO FINISH, PLUS RETAINAGE .....	\$ (0.00)

APPROVED

By: Jacqueline Moore

A/C # 413/87/00/431/41/60

DESCR: #4071 36th Ave NW Ext.

to Broadway Final Pay App

### Contractor's Certification

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

By: [Signature] Date: 2/22/2018

Payment of: \$ 183,796.74  
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 2/21/2018  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: [Signature] 2/21/2018  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

# Progress Estimate - Unit Price Work

# Final Contractor's Application No. 10

For (Contract):	No. 4071 - 36th AVENUE NW EXTENSION TO BROADWAY IMPROVEMENTS					Project Number:	18375		
Application Period:	5/10/2017 11/22/2017					Application Date:	11/22/2017		
A						C	D	E	F
Item		Unit	Bid Item Quantity	Bid Unit Price	Estimated Quantity Installed This Period	Total Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)
Bid Item No.	Description								
<b>PART 1 - SANITARY SEWER</b>									
1	Sanitary Sewer - 8" PVC SDR 35	LF	2,102	\$20.00		1,743	\$34,860.00		\$34,860.00
2	Sanitary Sewer Manhole - 48"	EA	6	\$3,300.00		6	\$19,800.00		\$19,800.00
3	Sanitary Sewer Structure Overdepth	LF	6	\$225.00		6	\$1,350.00		\$1,350.00
4	Sanitary Sewer - Connect to Existing	EA	1	\$1,900.00		1	\$1,900.00		\$1,900.00
5	Telesive Sanitary Sewer - 8"	LF	2,102	\$2.50		2,041	\$5,102.50		\$5,102.50
6	Sanitary Sewer Plug - 8"	EA	5	\$1,500.00		4	\$6,000.00		\$6,000.00
<b>PART 2 - WATER MAIN</b>									
7	Water Main - 16" PVC C900	LF	2,707	\$48.00		2,652	\$127,296.00		\$127,296.00
8	Water Main - 12" PVC C900	LF	6	\$35.00		6	\$210.00		\$210.00
9	Water Main - 10" PVC C900	LF	56	\$35.00		53	\$1,855.00		\$1,855.00
10	Water Main - 8" PVC C900	LF	241	\$25.00		238	\$5,950.00		\$5,950.00
11	Boring - 16" PVC Certa-Lok C905 W/ 24" Steel Sleeve	LF	170	\$500.00		170	\$85,000.00		\$85,000.00
12	Hydrant - 6"	EA	6	\$5,300.00		6	\$31,800.00		\$31,800.00
13	Hydrant Lead - 6" PVC	LF	99	\$25.00		99	\$2,475.00		\$2,475.00
14	Gate Valve & Box - 6"	EA	6	\$2,000.00		6	\$12,000.00		\$12,000.00
15	Gate Valve & Box - 8"	EA	4	\$3,000.00		4	\$12,000.00		\$12,000.00
16	Gate Valve & Box - 10"	EA	2	\$4,000.00		2	\$8,000.00		\$8,000.00
17	Gate Valve & Box - 16"	EA	7	\$10,000.00		7	\$70,000.00		\$70,000.00
18	Fittings	LBS	7,984	\$4.50		6,447	\$29,011.50		\$29,011.50
19	Insulation	SF	100	\$9.00		100	\$900.00		\$900.00
20	Water Main - Connect to Existing	EA	2	\$11,000.00		2	\$22,000.00		\$22,000.00
<b>PART 3 - NORTH PRAIRIE RURAL WATER IMPROVEMENTS</b>									
21	Cap Existing 6" Sch 26 NPRW Line	EA	1	\$2,000.00		1	\$2,000.00		\$2,000.00
22	Cap Existing 4" Sch 26 NPRW Line	EA	1	\$2,000.00					
23	Relocate Water Service - 2" Sch 26	LF	100	\$31.00		100	\$3,100.00		\$3,100.00
24	Water Service - 2" Sch 26	LF	55	\$31.00		55	\$1,705.00		\$1,705.00
25	6"x2" Tapping Sleeve and Gate Valve	EA	2	\$2,750.00		2	\$5,500.00		\$5,500.00
26	Water Service - Connect to Existing	EA	2	\$1,750.00		2	\$3,500.00		\$3,500.00
<b>PART 4 - STORM SEWER</b>									
27	Storm Sewer - 15" RCP	LF	107	\$50.00		107	\$5,350.00		\$5,350.00
28	Storm Sewer - 18" RCP	LF	105	\$50.00		105	\$5,250.00		\$5,250.00
29	Storm Sewer - 21" RCP	LF	167	\$50.00		167	\$8,350.00		\$8,350.00
30	Storm Sewer - 24" RCP	LF	1,741	\$50.00		1,741	\$87,050.00		\$87,050.00
31	Storm Sewer - 30" RCP	LF	816	\$50.00		816	\$40,800.00		\$40,800.00
32	Storm Sewer - 36" RCP	LF	274	\$75.00		274	\$20,550.00		\$20,550.00
33	Storm Sewer - 42" RCP	LF	250	\$90.00		250	\$22,500.00		\$22,500.00

A						C	D	E	F
Item		Unit	Bid Item Quantity	Bid Unit Price	Estimated Quantity Installed This Period	Total Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)
Bid Item No.	Description								
34	Storm Sewer - 26-5/8"X43-3/4" RCP Arch Pipe	LF	136	\$95.00		136	\$12,920.00		\$12,920.00
35	Storm Sewer - 24" CMP	LF	60	\$40.00		60	\$2,400.00		\$2,400.00
36	Storm Sewer Inlet - 2'x3'	EA	3	\$3,500.00		3	\$10,500.00		\$10,500.00
37	Storm Sewer Inlet - 2'x6'	EA	1	\$4,000.00		1	\$4,000.00		\$4,000.00
38	Storm Sewer Inlet - 30" Beehive	EA	2	\$2,500.00		2	\$5,000.00		\$5,000.00
39	Storm Sewer Inlet - 48" Beehive	EA	1	\$2,750.00		1	\$2,750.00		\$2,750.00
40	Storm Sewer Manhole - 48"	EA	2	\$2,750.00		2	\$5,500.00		\$5,500.00
41	Storm Sewer Manhole - 60"	EA	3	\$5,000.00		3	\$15,000.00		\$15,000.00
42	Storm Sewer Manhole - 72"	EA	1	\$9,000.00		1	\$9,000.00		\$9,000.00
43	Storm Sewer Catch Basin Manhole - 60"	EA	2	\$5,500.00		2	\$11,000.00		\$11,000.00
44	Storm Sewer Catch Basin Manhole - 72"	EA	4	\$9,500.00		4	\$38,000.00		\$38,000.00
45	Storm Sewer Catch Basin Manhole - 96"	EA	1	\$12,000.00		1	\$12,000.00		\$12,000.00
46	Storm Sewer Structure Overdepth	LF	23	\$525.00		23	\$12,075.00		\$12,075.00
47	Storm Sewer FES W/ Trash Rack - 15" RCP	EA	1	\$3,000.00		1	\$3,000.00		\$3,000.00
48	Storm Sewer FES - 18" RCP	EA	3	\$3,800.00		3	\$11,400.00		\$11,400.00
49	Storm Sewer FES W/ Trash Rack - 24" RCP	EA	1	\$3,800.00		1	\$3,800.00		\$3,800.00
50	Storm Sewer FES W/ Trash Rack - 36" RCP	EA	1	\$4,500.00		1	\$4,500.00		\$4,500.00
51	Storm Sewer FES W/ Trash Rack - 42" RCP	EA	1	\$5,800.00		1	\$5,800.00		\$5,800.00
52	Storm Sewer FES W/ Trash Rack - Storm Sewer - 26-5/8"X43-3/4"	EA	2	\$4,750.00		2	\$9,500.00		\$9,500.00
53	Relocate Storm Sewer Inlet 2'x6'	EA	1	\$2,750.00		1	\$2,750.00		\$2,750.00
54	PVC Sch. 40 - 6"	LF	54	\$17.00		54	\$918.00		\$918.00
55	Bulkhead - 21"	EA	3	\$1,500.00		3	\$4,500.00		\$4,500.00
56	Bulkhead - 42"	EA	1	\$2,500.00		1	\$2,500.00		\$2,500.00
57	Pond Excavation	CY	23,930	\$9.50		23,930	\$227,335.00		\$227,335.00
58	Lift Station	LS	1	\$225,000.00		1	\$225,000.00		\$225,000.00
59	Riprap W/ Fabric	CY	58	\$120.00		58	\$6,960.00		\$6,960.00

**PART 5 - ROADWAY**

60	Subgrade Preparation - 12"	SY	13,950	\$1.00		13,950	\$13,950.00		\$13,950.00
61	Geotextile Fabric	SY	13,950	\$2.00		13,950	\$27,900.00		\$27,900.00
62	Unclassified Excavation	CY	6,500	\$7.00		6,500	\$45,500.00		\$45,500.00
63	Removal-Bituminous Pavement	SY	3,430	\$3.00		3,430	\$10,290.00		\$10,290.00
64	Sawcut - Bituminous Pavement	LF	3,280	\$4.00		3,242	\$12,968.00		\$12,968.00
65	Removal - Concrete Valley Gutter	SY	74	\$8.00		75	\$600.00		\$600.00
66	Removal - Concrete Sidewalk	SY	16	\$8.00		16	\$128.00		\$128.00
67	Removal - Drainage Culvert	LF	251	\$20.00		217	\$4,340.00		\$4,340.00
68	Removal - Concrete Driveway	SY	197	\$10.00		200	\$2,000.00		\$2,000.00
69	Removal - Curb & Gutter	LF	1,217	\$8.00		1,117	\$8,936.00		\$8,936.00
70	Aggregate Base Course - Class 5 - 10"	CY	3,815	\$38.00		3,815	\$144,970.00		\$144,970.00
71	Asphalt Base Course - 4" CL-31(pg.58-28)	SY	11,130	\$17.50		11,130	\$194,775.00		\$194,775.00
72	Asphalt Wear Course - 2" CL-31(pg.58-28)	SY	11,130	\$8.50		11,130	\$94,605.00		\$94,605.00
73	Asphalt Base Course - 2" CL-31(pg.58-28)	SY	668	\$8.50		668	\$5,678.00		\$5,678.00
74	Asphalt Wear Course - 1.5" CL-31(pg.58-28)	SY	668	\$7.00		668	\$4,676.00		\$4,676.00
75	Surface Aggregate - 12"	CY	62	\$50.00		62	\$3,100.00		\$3,100.00
76	Concrete Curb & Gutter	LF	5,328	\$18.00		5,328	\$95,904.00		\$95,904.00

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Bid Item No.	Description								
77	Truncated Dome Panel	SF	310	\$50.00		310	\$15,500.00		\$15,500.00
78	Concrete Driveway - 6"	SY	196	\$80.00		201	\$16,080.00		\$16,080.00
79	Decorative Concrete Median	SY	235	\$100.00		235	\$23,500.00		\$23,500.00
80	Conc. Walk/Bike path - 10' Wide	SY	2,130	\$50.00		2,130	\$106,500.00		\$106,500.00
81	Bituminous Material for Tack Coat	GAL	1,145	\$3.00		1,145	\$3,435.00		\$3,435.00
82	Concrete Valley Gutter - 6"	SY	135	\$80.00		135	\$10,800.00		\$10,800.00
83	Striping - 4" - White Epoxy	LF	1,987	\$0.50		1,987	\$993.50		\$993.50
84	Striping - 4" - Yellow Epoxy	LF	4,847	\$0.50		4,847	\$2,423.50		\$2,423.50
85	Striping - 8" - Yellow Epoxy	LF	615	\$11.00		615	\$6,765.00		\$6,765.00
86	Striping - 6" - White Plastic	LF	788	\$15.00		788	\$11,820.00		\$11,820.00
87	Striping - 8" - White Epoxy	LF	2,327	\$1.00		2,327	\$2,327.00		\$2,327.00
88	Striping - 24" - White Plastic	LF	200	\$38.00		200	\$7,600.00		\$7,600.00
89	Message - White Plastic	SF	558	\$28.00		558	\$15,624.00		\$15,624.00
90	Sign	SF	210	\$45.00		210	\$9,450.00		\$9,450.00
91	Permanent Type III Baricade	EA	3	\$900.00		3	\$2,700.00		\$2,700.00
92	Remove and Relocate Permanent Type III Baricade	EA	3	\$300.00		3	\$900.00		\$900.00
93	Remove Sign	EA	5	\$60.00		5	\$300.00		\$300.00
94	Remove and Relocate Sign	EA	2	\$160.00		2	\$320.00		\$320.00

#### **PART 6 - LIGHTING**

95	Type C Street Light Unit	EA	10	\$2,100.00		10	\$21,000.00		\$21,000.00
96	Copper Circuit Conductors	LF	5,357	\$3.50		5,462	\$19,117.00		\$19,117.00
97	2" Conduit	LF	465	\$16.00		643	\$10,288.00		\$10,288.00
98	Pull Box	EA	1	\$1,350.00		3	\$4,050.00		\$4,050.00
99	Trenching - 27" Deep	LF	4,892	\$5.00		5,012	\$25,060.00		\$25,060.00
100	Revise Existing Feed Point	EA	1	\$1,500.00		1	\$1,500.00		\$1,500.00
101	Remove Existing Light Fixture	EA	2	\$1,750.00		2	\$3,500.00		\$3,500.00
102	Relocate Existing Light Fixture	EA	5	\$4,000.00		5	\$20,000.00		\$20,000.00
103	Spare Type C Pole	EA	1	\$1,800.00		1	\$1,800.00		\$1,800.00
104	Spare Type C Luminaire	EA	1	\$1,000.00		1	\$1,000.00		\$1,000.00

#### **PART 7 - TRAFFIC SIGNAL**

105	Concrete Foundation - Traffic Signals	EA	4	\$4,200.00		4	\$16,800.00		\$16,800.00
106	Concrete Foundation - Feed Point - Type B	EA	1	\$1,100.00		1	\$1,100.00		\$1,100.00
107	Pull Box	EA	3	\$1,400.00		5	\$7,000.00		\$7,000.00
108	1 IN Diameter Rigid Conduit	LF	14	\$5.00		14	\$70.00		\$70.00
109	3 IN Diameter Rigid Conduit	LF	767	\$16.00		830	\$13,280.00		\$13,280.00
110	Emergency Vehicle Detector Cable	LF	1,116	\$1.00		1,116	\$1,116.00		\$1,116.00
111	No12 AWG 2 Conductor Cable	LF	1,116	\$1.50		1,289	\$1,933.50		\$1,933.50
112	No12 AWG 5 Conductor Cable	LF	1,642	\$2.00		2,041	\$4,082.00		\$4,082.00
113	No12 AWG 7 Conductor Cable	LF	840	\$2.50		508	\$1,270.00		\$1,270.00
114	No12 AWG 12 Conductor Cable	LF	859	\$2.75		929	\$2,554.75		\$2,554.75
115	No16 AWG 2 Conductor Cable	LF	773	\$1.00		759	\$759.00		\$759.00
116	Combo 46 Ft Ma Sig & LT Std - Type C	EA	1	\$15,000.00		1	\$15,000.00		\$15,000.00
117	Combo 50 Ft Ma Sig & LT Std - Type C	EA	1	\$15,000.00		1	\$15,000.00		\$15,000.00
118	Combo 58 Ft Ma Sig & LT Std - Type C	EA	1	\$15,000.00		1	\$15,000.00		\$15,000.00

A						C	D	E	F
Item		Unit	Bid Item Quantity	Bid Unit Price	Estimated Quantity Installed This Period	Total Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)
Bid Item No.	Description								
119	Combo 59 Ft Ma Sig & LT Std - Type C	EA	1	\$15,000.00		1	\$15,000.00		\$15,000.00
120	1 - Way 3 Sec Head W/ 12IN Lens - Post MTD	EA	2	\$1,500.00		2	\$3,000.00		\$3,000.00
121	1 - Way 3 Sec Head W/ 12IN Lens - Ma MTD	EA	8	\$1,500.00		8	\$12,000.00		\$12,000.00
122	1 - Way 4 Sec Head W/ 12IN Lens - Ma MTD	EA	2	\$1,500.00		2	\$3,000.00		\$3,000.00
123	1 - Way 5 Sec Head W/ 12IN Lens - Post MTD	EA	4	\$2,000.00		4	\$8,000.00		\$8,000.00
124	Pedestrian Countdown Signal Head - Post Mtd	EA	4	\$800.00		4	\$3,200.00		\$3,200.00
125	Pedestrian Push Button W/ Post & Sign	EA	1	\$900.00		1	\$900.00		\$900.00
126	Pedestrian Pushbutton & Sign	EA	4	\$650.00		4	\$2,600.00		\$2,600.00
127	Video Detection Cable	LF	1,116	\$2.00		930	\$1,860.00		\$1,860.00
128	Video Detection System	EA	1	\$50,000.00					
129	Volume Density Control w/Ped & Emer. Pre-Emption	EA	1	\$8,000.00		1	\$8,000.00		\$8,000.00
130	Battery Backup System	EA	1	\$8,000.00		1	\$8,000.00		\$8,000.00
131	Emergency Vehicle Preemption Unit	EA	4	\$4,000.00		4	\$16,000.00		\$16,000.00
132	Type B Controller And Cabinet	EA	1	\$40,000.00		1	\$40,000.00		\$40,000.00
133	Wifi Panel - LIFT STATION ONLY	EA	1	\$15,000.00		1	\$15,000.00		\$15,000.00
<b>PART 8 - GENERAL</b>									
134	Clearing & Grubbing	SY	10,730	\$4.00		10,730	\$42,920.00		\$42,920.00
135	Seeding & Hydromulch	AC	5	\$5,000.00		5	\$25,000.00		\$25,000.00
136	Erosion Control Blanket	SY	4,700	\$3.00		4,700	\$14,100.00		\$14,100.00
137	Topsoil - Remove and Salvage - 6"	CY	4,800	\$3.00		4,388	\$13,164.00		\$13,164.00
138	Tree - Small Deciduous	EA	69	\$650.00		32	\$20,800.00		\$20,800.00
139	Inlet Protection Device	EA	20	\$250.00		20	\$5,000.00		\$5,000.00
140	Silt Fence	LF	3,860	\$3.50		2,250	\$7,875.00		\$7,875.00
141	Sedimentation Control Wattle - 9"	LF	100	\$8.00		100	\$800.00		\$800.00
142	Stabilized Construction Entrance	EA	1	\$2,500.00		1	\$2,500.00		\$2,500.00
143	Traffic Control	LS	1	\$20,000.00		1	\$20,000.00		\$20,000.00
144	Material Testing	LS	1	\$20,000.00					
<b>PART 9 - MOBILIZATION &amp; BONDING</b>									
145	Mobilization	LS	1	\$24,000.00		1	\$24,000.00		\$24,000.00
146	Contract Bond	LS	1	\$12,000.00		1	\$10,981.20		\$10,981.20
<b>ALTERNATE 1 - LED RETROFITTING</b>									
147	LED Luminaire Retrofit	EA	19	\$1,000.00		19	\$19,000.00		\$19,000.00

A						C	D	E	F
Item		Unit	Bid Item Quantity	Bid Unit Price	Estimated Quantity Installed This Period	Total Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)
Bid Item No.	Description								

**CHANGE ORDERS:**

*Change Order No. 1*

148	Video Detection System FLIR Thermal Imaging Cameras	EA	1	\$64,540.74		1	\$64,540.74		\$64,540.74
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*Change Order No. 2*

11	Boring - 16" PVC Certa-Lok C905 W/ 24" Steel Sleeve	LF	35	\$500.00		35	\$17,500.00		\$17,500.00
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*Change Order No. 3*

23	NPRW - Relocated Lines and Lowering	LS	1	\$10,725.32		1	\$10,725.32		\$10,725.32
149	Sanitary Sewer - 10" PVC SDR 35	LF	300	\$26.41		300	\$7,923.00		\$7,923.00
150	Sand Collar - 10" PVC SDR 35	EA	2	\$525.86		2	\$1,051.72		\$1,051.72
151	Roadway Delineators and Signs	LS	1	\$3,440.00		1	\$3,440.00		\$3,440.00

*Change Order No. 4*

152	SCADA HMI Programming	LS	1	\$3,597.00	1	1	\$3,597.00		\$3,597.00
153	Curb and Gutter Removal and Replacement	LF	1,080	\$33.50	640	1,080	\$36,180.00		\$36,180.00

*Change Order No. 5*

154	Traffic Control - Curb and Gutter Replacement	LS	1	\$2,424.40	1	1	\$2,424.40		\$2,424.40
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*Change Order No. 6*

155	Sewer Rock Trench Drain	LS	1	\$4,976.63	1	1	\$4,976.63		\$4,976.63
156	Lift Station Control System Modification	LS	1	\$6,182.10	1	1	\$6,182.10		\$6,182.10

*Final Balancing Change Order No. 7*

157	Liquidated Damages	Days	123	-\$1,550.00	123	123	-\$190,650.00		-\$190,650.00
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<b>TOTALS</b>							<b>\$2,751,502.36</b>		<b>\$2,751,502.36</b>
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Date of Issuance: 11/22/2017 Effective Date: \_\_\_\_\_  
 Owner: City of Minot Owner's Contract No.: 4071  
 Contractor: Keller Paving and Landscaping Contractor's Project No.: \_\_\_\_\_  
 Engineer: Moore Engineering, Inc. Engineer's Project No.: 18375  
 Project: SANITARY, WATER, STORM, ROADWAY, LIGHTING & SIGNAL IMPROVEMENTS No. 4071 - 36th AVENUE NW EXTENSION TO BROADWAY  
 Contract Name: IMPROVEMENTS

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

Description: Balancing of final project quantities.

Attachments: Exhibit A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price  \$ <u>2,896,956.75</u>	Original Contract Times: Substantial Completion: <u>August 26, 2016</u> Ready for Final Payment: <u>October 15, 2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> :  \$ <u>102,540.91</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : Substantial Completion: <u>August 30, 2016</u> Ready for Final Payment: <u>October 15, 2016</u> days
Contract Price prior to this Change Order:  \$ <u>2,999,497.66</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 30, 2016</u> Ready for Final Payment: <u>October 15, 2016</u> days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>-247,995.30</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>\$ 2,751,502.36</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 30, 2016</u> Ready for Final Payment: <u>October 15, 2016</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Prgr. Mgr.</u>	Title: <u>Assistant City Engineer</u>	Title: <u>Estimator</u>
Date: <u>1-5-2018</u>	Date: <u>2-2-2018</u>	Date: <u>2-2-18</u>

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

RECEIVED FEB - 2 2018

**EXHIBIT A**  
**FINAL BALANCING CHANGE ORDER**

<b>DESCRIPTION OF CHANGES</b>							
<b>Item No. &amp; Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Installed Quantity</b>	<b>Difference</b>	<b>Decrease in Contract Price</b>	<b>Increase in Contract Price</b>
<b><u>PART 1 - SANITARY SEWER</u></b>							
1. Sanitary Sewer - 8" PVC SDR 35	LF	1,802	\$20.00	1,743	-59	-\$1,180.00	
5. Televiser Sanitary Sewer - 8"	LF	2,102	\$2.50	2,041	-61	-\$152.50	
6. Sanitary Sewer Plug - 8"	EA	5	\$1,500.00	4	-1	-\$1,500.00	
<b><u>PART 2 - WATER MAIN</u></b>							
7. Water Main - 16" PVC C900	LF	2,707	\$48.00	2,652	-55	-\$2,640.00	
9. Water Main - 10" PVC C900	LF	56	\$35.00	53	-3	-\$105.00	
10. Water Main - 8" PVC C900	LF	241	\$25.00	238	-3	-\$75.00	
18. Fittings	LBS	7,984	\$4.50	6,447	-1,537	-\$6,916.50	
<b><u>PART 3 - NORTH PRAIRIE RURAL WATER IMPROVEMENTS</u></b>							
22. Cap Existing 4" Sch 26 NPRW Line	EA	1	\$2,000.00	0	-1	-\$2,000.00	
<b><u>PART 5 - ROADWAY</u></b>							
64. Sawcut - Bituminous Pavement	LF	3,280	\$4.00	3,242	-38	-\$152.00	
65. Removal - Concrete Valley Gutter	SY	74	\$8.00	75	1		\$8.00
67. Removal - Drainage Culvert	LF	251	\$20.00	217	-34	-\$680.00	
68. Removal - Concrete Driveway	SY	197	\$10.00	200	3		\$30.00
69. Removal - Curb & Gutter	LF	1,217	\$8.00	1,117	-100	-\$800.00	
78. Concrete Driveway - 6"	SY	196	\$80.00	201	5		\$400.00
<b><u>PART 6 - LIGHTING</u></b>							
96. Copper Circuit Conductors	LF	5,357	\$3.50	5,462	105		\$367.50
97. 2" Conduit	LF	465	\$16.00	643	178		\$2,848.00
98. Pull Box	EA	1	\$1,350.00	3	2		\$2,700.00
99. Trenching - 27" Deep	LF	4,892	\$5.00	5,012	120		\$600.00
107. Pull Box	EA	3	\$1,400.00	5	2		\$2,800.00
109. 3 IN Diameter Rigid Conduit	LF	767	\$16.00	830	63		\$1,008.00
111. No12 AWG 2 Conductor Cable	LF	1,116	\$1.50	1,289	173		\$259.50
112. No12 AWG 5 Conductor Cable	LF	1,642	\$2.00	2,041	399		\$798.00
113. No12 AWG 7 Conductor Cable	LF	840	\$2.50	508	-332	-\$830.00	
114. No12 AWG 12 Conductor Cable	LF	859	\$2.75	929	70		\$192.50
115. No16 AWG 2 Conductor Cable	LF	773	\$1.00	759	-14	-\$14.00	
127. Video Detection Cable	LF	1,116	\$2.00	930	-186	-\$372.00	
<b><u>PART 8 - GENERAL</u></b>							
137. Topsoil - Remove and Salvage - 6"	CY	4,800	\$3.00	4,388	-412	-\$1,236.00	
138. Tree - Small Deciduous	EA	69	\$650.00	32	-37	-\$24,050.00	
140. Silt Fence	LF	3,860	\$3.50	2,250	-1,610	-\$5,635.00	
144. Material Testing	LS	1	\$20,000.00	0	-1	-\$20,000.00	
<b><u>PART 9 - MOBILIZATION &amp; BONDING</u></b>							
146. Contract Bond	LS	1	\$12,000.00	0.92	-0.08	-\$1,018.80	
157. Liquidated Damages	Days	0	-\$1,550.00	123	123	-\$190,650.00	
						<b>TOTAL</b>	<b>-\$260,006.80</b>
							<b>\$12,011.50</b>
						<b>NET CHANGE IN CONTRACT PRICE</b>	
						<b>-\$247,995.30</b>	

**JUSTIFICATION:**

- Balancing of final project quantities.
- Item 157 - Deduction of liquidated damages assessed from contract price.

Date of Issuance: 8/28/2017	Effective Date: 8/28/2017
Owner: City of Minot	Owner's Contract No.: 4071
Contractor: Keller Paving and Landscaping	Contractor's Project No.: N/A
Engineer: Moore Engineering, Inc.	Engineer's Project No.: 18375
Project: SANITARY, WATER, STORM, ROADWAY, LIGHTING & SIGNAL IMPROVEMENTS	No. 4071 - 36th AVENUE NW EXTENSION TO BROADWAY
	Contract Name: IMPROVEMENTS

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

Description: This change order shall consist of excavation of a rock filled trench 2' deep by 3' wide between the pond inlet and outlet pipe, approximately 65', in order to prevent standing surface water in the pond. This change order shall also include modification to the storm sewer lift station control system.

Attachments: Exhibit A, Work Change Directive No. 1 and Change Order Proposal from Contractor

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price  \$ <u>2,896,956.75</u>	Original Contract Times: Substantial Completion: <u>8/26/2016</u> Ready for Final Payment: <u>10/15/2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> :  \$ <u>91,382.18</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : Substantial Completion: <u>8/30/2016</u> Ready for Final Payment: <u>10/15/2016</u> days
Contract Price prior to this Change Order:  \$ <u>2,988,338.93</u>	Contract Times prior to this Change Order: Substantial Completion: <u>8/30/2016</u> Ready for Final Payment: <u>10/15/2016</u> days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>11,158.73</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>2,999,497.66</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>8/30/2016</u> Ready for Final Payment: <u>10/15/2016</u> days or dates

RECOMMENDED:  
 By: [Signature]  
 Engineer (if required)

Title: Proj. Mgr.  
 Date: 8-29-2017

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

ACCEPTED:

By: [Signature]  
 Owner (Authorized Signature)

Title: Assistant City Engineer  
 Date: 8/30/2017

ACCEPTED:

By: [Signature]  
 Contractor (Authorized Signature)

Title: Estimator  
 Date: 8-29-17

Date of Issuance: <u>5/24/2017</u>	Effective Date: <u>5/24/2017</u>
Owner: <u>City of Minot</u>	Owner's Contract No.: <u>4071</u>
Contractor: <u>Keller Paving and Landscaping</u>	Contractor's Project No.: <u>N/A</u>
Engineer: <u>Moore Engineering, Inc.</u>	Engineer's Project No.: <u>18375</u>
Project: <u>SANITARY, WATER, STORM, ROADWAY, LIGHTING &amp; SIGNAL IMPROVEMENTS</u>	No. <u>4071</u> - <u>36th AVENUE NW EXTENSION TO BROADWAY IMPROVEMENTS</u>

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

Description: Additional traffic control required for curb removal and replacement between Broadway and 3rd Street.

Attachments: Exhibit A, Change Order Proposal from Contractor and Traffic Control Layout

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price  \$ <u>2,896,956.75</u>	Original Contract Times: Substantial Completion: <u>8/26/2016</u> Ready for Final Payment: <u>10/15/2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> :  \$ <u>88,957.78</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>8/30/2016</u> Ready for Final Payment: <u>10/15/2016</u> days
Contract Price prior to this Change Order:  \$ <u>2,985,914.53</u>	Contract Times prior to this Change Order: Substantial Completion: <u>8/30/2016</u> Ready for Final Payment: <u>10/15/2016</u> days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>2,424.40</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>2,988,338.93</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>8/30/2016</u> Ready for Final Payment: <u>10/15/2016</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Proj. Mgr.</u>	Title: <u>Assistant City Engineer</u>	Title: <u>Estimator</u>
Date: <u>5/24/2017</u>	Date: <u>5/24/2017</u>	Date: <u>5/24/2017</u>

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A  
CHANGE ORDER NO. 5**

**DESCRIPTION OF CHANGES**

<b><u>Item No. &amp; Description</u></b>	<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Bid Unit Price</u></b>	<b><u>Decrease in Contract Price</u></b>	<b><u>Increase in Contract Price</u></b>
154. Traffic Control - Curb and Gutter Replacement	LS	1	\$2,424.40		\$2,424.40
			<b>TOTALS</b>	<b>\$0.00</b>	<b>\$2,424.40</b>
<b>NET CHANGE IN CONTRACT PRICE</b>				<b>\$2,424.40</b>	

**JUSTIFICATION:**

1. Item 154. Traffic Control - Curb and Gutter Replacement is being added to the contract in order to compensate the contractor for traffic control measures needed for replacement of the curb and gutter damaged over the past winter in the area of the median at the west side of Broadway.

**Proposal Submitted To:**  
Moore Engineering

**Proposal Submitted By:** Taylor Rovig

We hereby submit specifications and estimates for: <b>36<sup>th</sup> Ave NW Curb and Gutter Replacement Traffic Control</b>					Amount
<b>Traffic Control</b> Additional traffic control for removing curb and gutter in island median on 36 <sup>th</sup> Ave NW					
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>AMOUNT</b>	
Traffic Control	1	LS	\$2,204.00	\$2,204.00	
			10% Prime Contractor Markup	\$ 220.40	
			<b>TOTAL CHANGE ORDER</b>	<b>\$2,424.40</b>	
Please allow 5 days for closure of road and work to be completed.					

**Proposal Includes**

All material and labor as required in accordance with the above specifications. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Payment due within 14 days of invoice.

Authorized Signature: 

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Note: This proposal may be withdrawn by us if not accepted within 14 days.

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

Signature of Acceptance: \_\_\_\_\_

A FINANCE CHARGE OF 1.5% PER MONTH - ANNUAL RATE 18% WILL BE CHARGED ON AMOUNTS NOT PAID BY DUE DATE

FARGO, ND  
BISMARCK, ND  
MINOT, ND  
WILLISTON, ND



PROPOSAL SUBMITTED TO	PHONE	April 28, 2017 DATE
STREET	36 <sup>th</sup> Ave NW Concrete Repair JOB NAME	
CITY, STATE AND ZIP CODE	Minot, ND JOB LOCATION	

We hereby submit specifications and estimates for:

3D Specialties, Inc. will mobilize once and install all signs as per attached traffic control plan. The signs will be skid-mounted. The daily setup/maintenance /movement and removal of our rental material will be the contractor's responsibility. 3D Specialties, Inc. will return once upon project completion for the removal of all our signs. The price below is based upon a 1 – 2 week project completion.

Traffic Control as per attached Traffic Control Plan

Lump Sum     \$ 2,204.00

-The price above is based upon this work being performed by a signed proposal or purchase order. Add \$150.00 to the above total for administration expense if the contractor requires a subcontract agreement.

- Add \$4.50/\$1,000 (\$100 minimum) if a bond is required. All items are tied unless otherwise noted.

- Additional materials requested by the contractor or owner will be charged at contract unit pricing, delivery to stockpile site is subject to material/crew availability and may be subject to a delivery charge.

**Terms of Payment:** Progress Payments. Sales/use tax included where applicable.

96 business hours may be required due to state law for locates before our work may begin. Staking is not included. Excavation protection is not included. Pedestrian control providing an appropriate ADA compliant alternate route and closure, audible information devices, temporary pavement markings, temporary traffic barrier, crash cushion, temporary curb ramps, detectable edging, temporary pedestrian access routes, and/or meeting PROWAG/TPAR requirements is not included. Flagging, incidental sign/stripping work, shadow vehicle/TMA work and watchperson is not included. Temporary mailbox installation/maintenance is not included. Pavement sweeping is not included. Temporary pavement marking tape/markers require 50 degree-dry surfaces for application. Traffic control for striping and electrical work is not included. Private/NDDOT utility locate work is not included in our price above. "One-Call" utility locates are included in our price. Traffic control supervisor is not included unless noted. Traffic signal/PCMS maintenance person is not included. The above price is based upon standard NDDOT insurance requirements. No allowance is included for any additional insurance that may be required by the contractor or the railroad. Staking will be the owner's/prime contractor's responsibility.

Purchaser agrees to indemnify and hold harmless 3D and its agents from any and all claims or damages arising directly or indirectly from any work relating to this Proposal. Purchaser agrees that 3D's liability shall not exceed the amount paid to it under this Proposal. All work to be completed according to standard industry practices and The Manual of Uniform Traffic Control Devices. Purchaser agrees that any alternation or deviation from the above price specifications requires 3D's prior written consent and shall automatically become part of and subject to this Proposal, which may include additional charges. This proposal is contingent upon strikes, accidents or delays beyond 3D's control and supersedes all prior written or oral agreements. Purchaser agrees to carry all necessary and required insurance. 3D's workers are fully covered by Workers Compensation Insurance or other required insurance. Notwithstanding anything to the contrary, items or services not included in this Proposal are not included in 3D's price above.

**Acceptance of Proposal** The above prices, specifications, terms and conditions are satisfactory and are hereby accepted by Purchaser. 3D is authorized to do the work as specified and Purchaser shall make payment as outlined above.

Date of Acceptance: \_\_\_\_\_

**3D Specialties, Inc.**

By:   
Doyle Schrader

This proposal may be withdrawn by 3D Specialties, Inc.  
Within 14 days

**Purchaser**

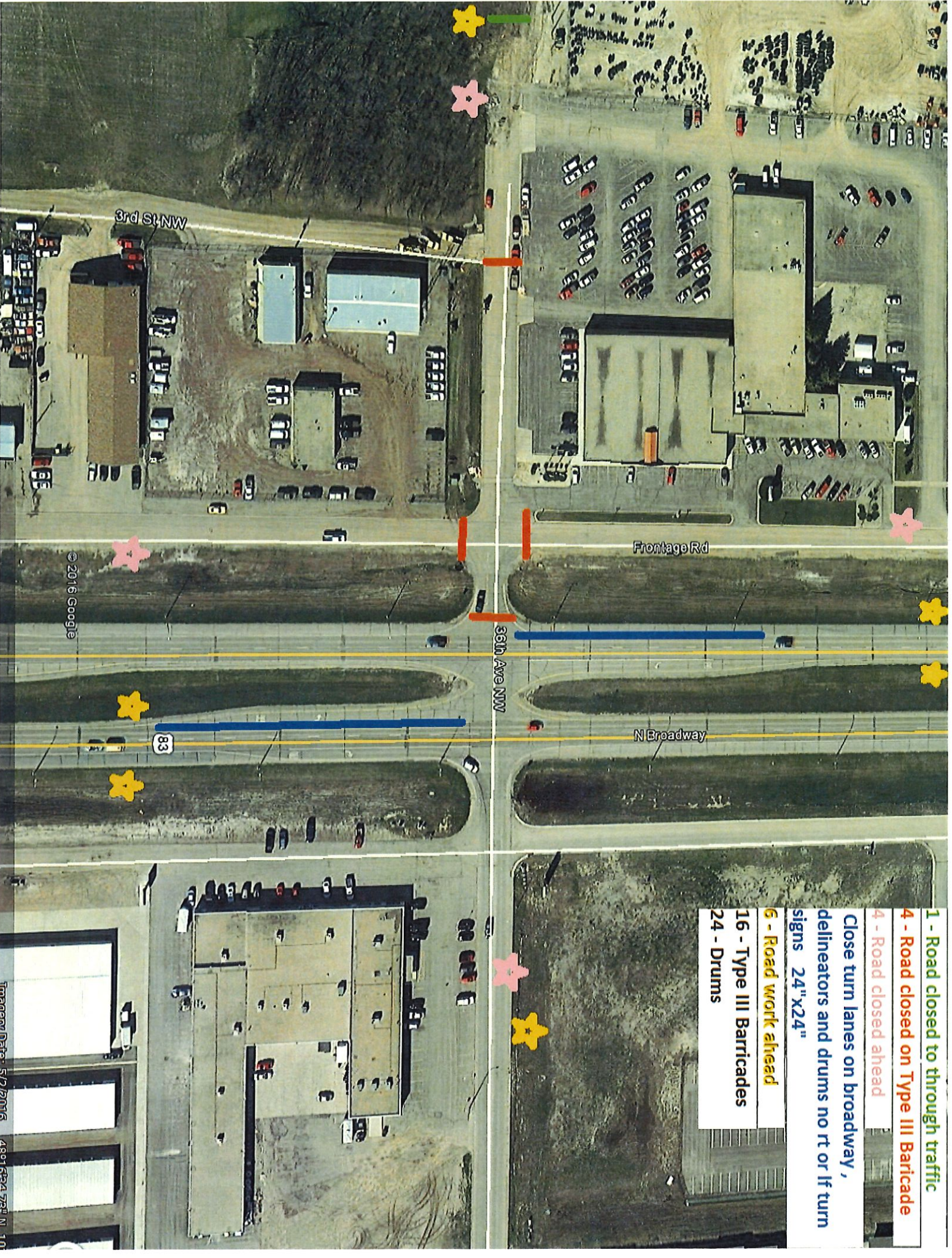
Purchaser Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**PROPOSAL**



1 - Road closed to through traffic

4 - Road closed on Type III Barricade

4 - Road closed ahead

Close turn lanes on Broadway ,  
delineators and drums no rt or lf turn  
signs 24"x24"

6 - Road work ahead

16 - Type III Barricades

24 - Drums

**EXHIBIT A  
CHANGE ORDER NO. 6**

**DESCRIPTION OF CHANGES**

<u>Item No. &amp; Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Bid Unit Price</u>	<u>Decrease in Contract Price</u>	<u>Increase in Contract Price</u>
155. Sewer Rock Trench Drain	LS	1	\$4,976.63		\$4,976.63
156. Lift Station Control System Modification	LS	1	\$6,182.10		\$6,182.10
			<b>SUB - TOTAL</b>	<b>\$0.00</b>	<b>\$11,158.73</b>
<b>NET CHANGE IN CONTRACT PRICE</b>				<b>\$11,158.73</b>	

**JUSTIFICATION:**

- Item 155 is for the materials, equipment and labor needed install a rock filled trench between the inlet and outlet pipe of the pond in order to prevent standing surface water in the pond. This work was added to the contract on a time and materials basis not to exceed \$5,000. The following is a break down of the actual time and materials used to complete this work:

Kubota Excavator: 6 Hours @ \$145.00/Hr	=	\$870.00
Bobcat Track Machine: 11 Hours @ \$125.00/Hr	=	\$1,375.00
Labor: 7.5 Hours @ \$45.00/Hr	=	\$337.50
Fabric: 1 LS @ \$200.00	=	\$200.00
Erosion Control Blanket: 1 LS @ \$850.00	=	\$850.00
Sewer Rock: 27.8 TON@ \$25.00/Ton	=	\$695.00
15% Overhead and Profit	=	\$649.13
Total =		\$4,976.63

- Item 156 is for additional labor and materials required to provide additional equipment and programming for the lift station control system as presented as Option #2 in the attached Change Order Proposal.

**Work Change Directive No. 1**

Date of Issuance: 7/19/2017

Effective Date: 7/19/2017

Owner: City of Minot

Owner's Contract No.: City of Minot Project No. 4071

Contractor: Keller Paving and Landscaping

Contractor's Project No.:

Engineer: Moore Engineering, Inc.

Engineer's Project No.: 18375

Project: Sanitary, Water, Storm, Roadway, Lighting & Signal Improvements

Contract Name: No. 4071-36<sup>th</sup> Ave NW Extension to Broadway

Contractor is directed to proceed promptly with the following change(s):

**Description:**

Installation of trench drain. This work shall consist of excavation of a 2' deep by 3' wide trench from the pond inlet pipe to the pond outlet pipe (Approximately 65 LF). The trench will be lined with geotextile fabric and filled with approximately 28 Tons of 2 ½" -4 ½" rock. Erosion control blanket shall be installed at a width of 8-10' along both sides of the trench where grading is needed to slope from the pond bottom to the top of the rock installed in the trench. This area will also be seeded.

This work shall be done on a time and materials basis for a fee not to exceed \$5,000, including a maximum mark up of 15% for profit and overhead.

Attachments: See attached proposal from contractor.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$5,000

[increase] [decrease].

Contract Time N/A days

[increase] [decrease].

**Basis of estimated change in Contract Price:**

☐ Lump Sum

☐ Unit Price

☐ Cost of the Work

☒ Other

**RECOMMENDED:**

**AUTHORIZED BY:**

**RECEIVED:**

By: [Signature]  
Engineer (Authorized Signature)

By: [Signature]  
Owner (Authorized Signature)

By: [Signature]  
Contractor  
(Authorized Signature)

Title: Proj. Mgr.

Title: Assistant City Engineer

Title: Estimator

Date: 7-20-2017

Date: 7/20/2017

Date: 7-20-17

Approved by Funding Agency (if applicable)

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

Title: \_\_\_\_\_

Proposal Submitted To:

Proposal Submitted By: Taylor Rovig

Moore Engineering

We hereby submit specifications and estimates for: <b>36<sup>th</sup> Ave NW Trench Drain in Retention Pond</b>	Amount
<p><b>Sewer Rock Trench Drain (65 LF)</b> Work shall consist of: Removal of existing muck and black dirt 2 feet deep and 3 feet wide. Install geotextile fabric barrier, install 28 ton of 2 ½" – 4 ½" sewer rock to grade from edge to edge of concrete flared end sections, to eliminate standing water. Then install erosion control blanket on each side of trench and seed grass.</p> <p><b>Estimated Breakdown:</b> Kubota Excavator 7 HRS @ \$145.00 Bobcat Track Machine 10 HRS @ \$125.00 Labor 7.5 HRS @ \$45.00 Fabric 1 LS @ \$200.00 Erosion Control Blanket 1 LS @ \$850.00 Sewer Rock 27.8 TON @ \$25.00 15% Overhead &amp; Profit @ \$652.13</p>	<b>\$ 5,000.00</b>

### Proposal Includes

All material and labor as required in accordance with the above specifications. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Payment due within 14 days of invoice.

Authorized Signature: Taylor Rovig

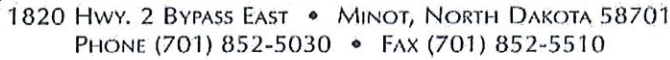
### Acceptance of Proposal

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

Signature of Acceptance: \_\_\_\_\_

A FINANCE CHARGE OF 1.5% PER MONTH - ANNUAL RATE 18% WILL BE CHARGED ON AMOUNTS NOT PAID BY DUE DATE



## Date: 8/25/2017

## Moore Engineering

## Taylor Rovig

## Proposal Includes

Authorized Signature:

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

Signature of Acceptance: \_\_\_\_\_

A FINANCE CHARGE OF 1.5% PER MONTH - ANNUAL RATE 18% WILL BE CHARGED ON AMOUNTS NOT PAID BY DUE DATE



4280 E. 14<sup>th</sup> St.  
Des Moines, IA 50313  
Office: 515-265-2222  
Toll Free: 800-383-7867  
Fax: 515-265-8079

201 4th Ave SW  
New Prague, MN 56071  
Office: 952-758-6600  
Toll Free: 800-536-5394  
Fax: 952-758-7778

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TO: Keller Paving

REF: Minot, ND – 36<sup>th</sup> Ave.

BID DATE: 8/25/17

### ***Revised Change Order***

#### **Option #2 – Addition of Transducer for New Stage of Pump Control**

- One (1)
- Submersible Transducer
  - Zener Barrier
  - Weight Kit For Transducer
  - Required Relays / Wiring / Terminal Blocks

***Equipment Selling Price: \$ 1,782.19 includes tax***

- Labor To Update CAD Drawings
- PLC Programming
- OIT Programming
- Field Installation Commissioning And Startup Services

***Labor Selling Price: \$ 3837.90***

***Total Selling Price: \$ 5,620.09 includes tax***

#### **Note the following:**

- Anything not specifically mentioned above is excluded.

Thank you for your consideration,

Jeff Janiksela (612) 867-6219  
cc: Salina Godfrey (515) 265-2222

## **Purchase Agreement: Minot, ND – 36<sup>th</sup> Ave.**

### **Note the following:**

- Return this purchase agreement to Salina Godfrey at [salinabg@electricpump.com](mailto:salinabg@electricpump.com) or via fax (515) 265-8079

### **Delivery:**

Hatches: 3 – 5 Weeks after approval of submittals

### **Payment:**

Net 30 Days – Retainage upon completion

We are pleased to make the following offer to sell the listed Merchandise which if firm for (30) thirty days from the above date, and is automatically withdrawn thereafter without any further notice.

1. Signing and returning this document to Electric Pump's office in Des Moines, IA may accept this offer.
2. This offer and acceptance constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.
3. The prices quoted for equipment are valid for (30) thirty days. If the quote includes start up services and it is scheduled by the request of the buyer for a time other than Monday through Friday 8:00 to 5:00 additional charges will be due.
4. Payment terms are NET 30 (thirty days) after the mailing of seller's invoice.
5. Delivery terms are F.O.B. Place of Shipment. Seller agrees to put the merchandise in the possession of the carrier, to make a reasonable contract of carriage for their transportation, to obtain and deliver or tender such documents as may be necessary to enable Buyer to obtain possession, and to promptly notify the Buyer of shipment. After seller has delivered the merchandise to the carrier, the risk of loss of the merchandise will be borne by the Buyer. The prices quoted herein include transportation charges based on existing truckload rates, any change in delivery rates existing at the time of delivery will be billed to your account. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery.
6. Sales and use tax are not included.
7. Buyer shall notify seller in writing at Seller's place of business as shown on the reverse side of this page, within twenty (20) days of receipt of merchandise, or any complaint whatsoever buyer may have concerning such merchandise. Failure to give such notice shall constitute a waiver by Buyer of all claims in respect to such goods.
8. If notice of complaints is provided within twenty (20) days of Buyer's receipt of the merchandise, Seller agrees to inspect the merchandise at Seller's place of business during Seller's normal business hours and days. Upon inspection, if the merchandise is determined to be defective in material or workmanship, Seller, at Seller's option, shall repair or replace said merchandise at no cost to Buyer, or Seller may refund the purchase price. If the examined merchandise is found not to be defective or is not for some other reason within the warranty coverage, Seller's service time expended on and off-location will be charged to Buyer.
9. Seller will have no further warranty obligation under this Agreement if the Equipment is subjected to abuse, misuse, negligence or accident or if buyer fails to perform any of its duties set forth in Paragraphs 8 and 9.
10. THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY MADE BY THE SELLER REGARDING THIS PURCHASE. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN

CONTAINED SHALL LIMIT BUYER'S RIGHTS AGAINST THE MANUFACTURER, WITH RESPECT TO MANUFACTURER'S WARRANTIES, IF ANY.

11. WARRANTY REPAIRS (which fall under the manufacturer's warranty, if any) ARE F.O.B. ELECTRIC PUMP, INC. SERVICE LOCATION. ELECTRIC PUMP, INC. WILL NOT ASSUME ANY EXTENDED WARRANTIES UNLESS APPROVED BY PRIOR WRITTEN CONSENT. THIS INCLUDES SERVICE CALLS TO JOB SITES ON PRODUCT COVERED DURING THE WARRANTY PERIOD. PLEASE REFER TO THE ATTACHED PRODUCT WARRANTY STATEMENT FOR CLARIFICATION.
12. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE MERCHANDISE IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION UNDER THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE-YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Any dispute or disputes arising between the parties hereunder, insofar as the same cannot be settled by friendly agreement, shall be litigated only in The Iowa District Court for Polk County, in Des Moines, Iowa. Seller also has the right to commence an action against the Buyer in the County of the Buyer's principal place of business.

\*\*\*We need a hard copy of this agreement and/or a Purchase Order to start the submittal process.\*\*\*\*\*

Business Name \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Purchase Order Amount \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

\*\*A signed copy of this must be returned with your P.O.

Is Project Taxable? Y or N, if No a tax exempt form must be supplied for our records

**From:** [Taylor Rovig](#)  
**To:** [Jon Schroeder](#)  
**Cc:** [Joshua Reiner](#)  
**Subject:** FW: Minot, ND - 36th Ave  
**Date:** Wednesday, July 26, 2017 11:31:37 AM

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Preferred Controls response below.

**Taylor Rovig**  
Estimator/Project Manager

**Keller Paving & Landscaping, Inc.**

1820 Highway 2 Bypass E.

Minot, ND 58701

Office [701-852-5030](tel:701-852-5030)

Fax [701-852-5510](tel:701-852-5510)

Cell [701-720-0406](tel:701-720-0406)

Email [Taylor@kellerpaving.net](mailto:Taylor@kellerpaving.net)

Web [www.kellerpaving.net](http://www.kellerpaving.net)

---

**From:** Salina Godfrey [<mailto:salinabg@electricpump.com>]  
**Sent:** Wednesday, July 26, 2017 10:47 AM  
**To:** Taylor Rovig  
**Subject:** RE: Minot, ND - 36th Ave

Hi Taylor,

Here are the descriptions that Preferred sent me:

Description For Option 1: Add/Modify programming to accommodate additional start float if float is set and pumps have not run for new operator adjustable amount of time (HOURS).

Description for Option 2: Add/Modify programming to control pumps based on operator adjustable start/stop setpoint levels including additional operator adjustable start setpoint at low level after operator adjustable time delay if pumps haven't run.

Thank you,

**Salina Godfrey**

Electric Pump & MC2

Project Management

[salinabg@electricpump.com](mailto:salinabg@electricpump.com)

Direct Office: [515-557-9432](tel:515-557-9432)

Main Office: [515-265-2222](tel:515-265-2222) ext 1235

Toll Free: [800-383-7867](tel:800-383-7867)

Fax: [515-265-8079](tel:515-265-8079)

4280 E 14th Street \* Des Moines \* IA \* 50313



**From:** Taylor Rovig [<mailto:Taylor@kellerpaving.net>]  
**Sent:** Wednesday, July 19, 2017 2:42 PM  
**To:** Salina Godfrey <[salinabg@electricpump.com](mailto:salinabg@electricpump.com)>  
**Subject:** RE: Minot, ND - 36th Ave

Salina, please see Moore Engineering's response to your CO. Let me know if you have any questions.

**Taylor Rovig**  
Estimator/Project Manager

**Keller Paving & Landscaping, Inc.**

1820 Highway 2 Bypass E.

Minot, ND 58701

Office [701-852-5030](tel:701-852-5030)

Fax [701-852-5510](tel:701-852-5510)

Cell [701-720-0406](tel:701-720-0406)

Email [Taylor@kellerpaving.net](mailto:Taylor@kellerpaving.net)

Web [www.kellerpaving.net](http://www.kellerpaving.net)

---

**From:** Jon Schroeder [<mailto:JSchroeder@mooreengineeringinc.com>]  
**Sent:** Tuesday, July 18, 2017 11:08 AM  
**To:** Taylor Rovig  
**Subject:** RE: Minot, ND - 36th Ave

Taylor,

The project engineer has a few questions for Electric Pump in regards to their change order. Please forward to EP.

- Breakdown of PLC Programming – What exactly does this all entail.
- Breakdown of OIT Programming – What exactly does this all entail.
- A specific statement of the re-programmed operational controls. We just want to ensure that what was designed it what is being shown on the change order.

Thank you,

**Jon Schroeder**  
Engineering Technician  
**moore engineering, inc.**

Phone 701.839.1590 | Fax 701.839.1772

Cell 701.371.6034

2730 30<sup>th</sup> St. NW, Suite B, Minot, ND 58703

[jschroeder@mooreengineeringinc.com](mailto:jschroeder@mooreengineeringinc.com) | [www.mooreengineeringinc.com](http://www.mooreengineeringinc.com)

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**From:** Taylor Rovig [<mailto:taylor@kellerpaving.net>]

**Sent:** Friday, July 14, 2017 2:57 PM

**To:** Jon Schroeder

**Subject:** Fwd: Minot, ND - 36th Ave

Sent from my iPhone

Begin forwarded message:

**From:** Salina Godfrey <[salinabg@electricpump.com](mailto:salinabg@electricpump.com)>

**Date:** July 14, 2017 at 10:44:25 AM CDT

**To:** "Justin Thurn ([justin@kellerpaving.net](mailto:justin@kellerpaving.net))" <[justin@kellerpaving.net](mailto:justin@kellerpaving.net)>, "Taylor Rovig" <[Taylor@kellerpaving.net](mailto:Taylor@kellerpaving.net)>

**Cc:** Jeff Janiksela <[jeffj@electricpump.com](mailto:jeffj@electricpump.com)>

**Subject:** Minot, ND - 36th Ave

Justin/Taylor,

I was not sure who to send this to, so I am copying both of you.

The attached is a change order quote to help solve the short cycling issue.

Please let us know if you have any questions.

Thank you,

**Salina Godfrey**

Electric Pump & MC2

Project Management

[salinabg@electricpump.com](mailto:salinabg@electricpump.com)

Direct Office: [515-557-9432](tel:515-557-9432)

Main Office: [515-265-2222](tel:515-265-2222) ext 1235

Toll Free: [800-383-7867](tel:800-383-7867)

Fax: [515-265-8079](tel:515-265-8079)

4280 E 14th Street \* Des Moines \* IA \* 50313

This communication, including attachments, is for the exclusive use of addressee and may contain proprietary, confidential and/or privileged information. If you are not the intended recipient, any use, copying, disclosure, dissemination or distribution is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this communication and destroy all copies.

**Proposal Submitted To:**  
Moore Engineering

**Proposal Submitted By:** Taylor Rovig

We hereby submit specifications and estimates for: <b>36<sup>th</sup> Ave NW Curb and Gutter Replacement Traffic Control</b>					Amount
<b>Traffic Control</b> Additional traffic control for removing curb and gutter in island median on 36 <sup>th</sup> Ave NW					
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>AMOUNT</b>	
Traffic Control	1	LS	\$2,204.00	\$2,204.00	
			10% Prime Contractor Markup	\$ 220.40	
			<b>TOTAL CHANGE ORDER</b>	<b>\$2,424.40</b>	
Please allow 5 days for closure of road and work to be completed.					

**Proposal Includes**

All material and labor as required in accordance with the above specifications. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Payment due within 14 days of invoice.

Authorized Signature: 

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Note: This proposal may be withdrawn by us if not accepted within 14 days.

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

Signature of Acceptance: \_\_\_\_\_

A FINANCE CHARGE OF 1.5% PER MONTH - ANNUAL RATE 18% WILL BE CHARGED ON AMOUNTS NOT PAID BY DUE DATE

FARGO, ND  
BISMARCK, ND  
MINOT, ND  
WILLISTON, ND



PROPOSAL SUBMITTED TO	PHONE	April 28, 2017 DATE
STREET	36 <sup>th</sup> Ave NW Concrete Repair JOB NAME	
CITY, STATE AND ZIP CODE	Minot, ND JOB LOCATION	

We hereby submit specifications and estimates for:

3D Specialties, Inc. will mobilize once and install all signs as per attached traffic control plan. The signs will be skid-mounted. The daily setup/maintenance /movement and removal of our rental material will be the contractor's responsibility. 3D Specialties, Inc. will return once upon project completion for the removal of all our signs. The price below is based upon a 1 – 2 week project completion.

Traffic Control as per attached Traffic Control Plan

Lump Sum     \$ 2,204.00

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- Add \$4.50/\$1,000 (\$100 minimum) if a bond is required. All items are tied unless otherwise noted.

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96 business hours may be required due to state law for locates before our work may begin. Staking is not included. Excavation protection is not included. Pedestrian control providing an appropriate ADA compliant alternate route and closure, audible information devices, temporary pavement markings, temporary traffic barrier, crash cushion, temporary curb ramps, detectable edging, temporary pedestrian access routes, and/or meeting PROWAG/TPAR requirements is not included. Flagging, incidental sign/stripping work, shadow vehicle/TMA work and watchperson is not included. Temporary mailbox installation/maintenance is not included. Pavement sweeping is not included. Temporary pavement marking tape/markers require 50 degree-dry surfaces for application. Traffic control for striping and electrical work is not included. Private/NDDOT utility locate work is not included in our price above. "One-Call" utility locates are included in our price. Traffic control supervisor is not included unless noted. Traffic signal/PCMS maintenance person is not included. The above price is based upon standard NDDOT insurance requirements. No allowance is included for any additional insurance that may be required by the contractor or the railroad. Staking will be the owner's/prime contractor's responsibility.

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Date of Acceptance: \_\_\_\_\_

**3D Specialties, Inc.**

By:   
Doyle Schrader

This proposal may be withdrawn by 3D Specialties, Inc.  
Within 14 days

**Purchaser**

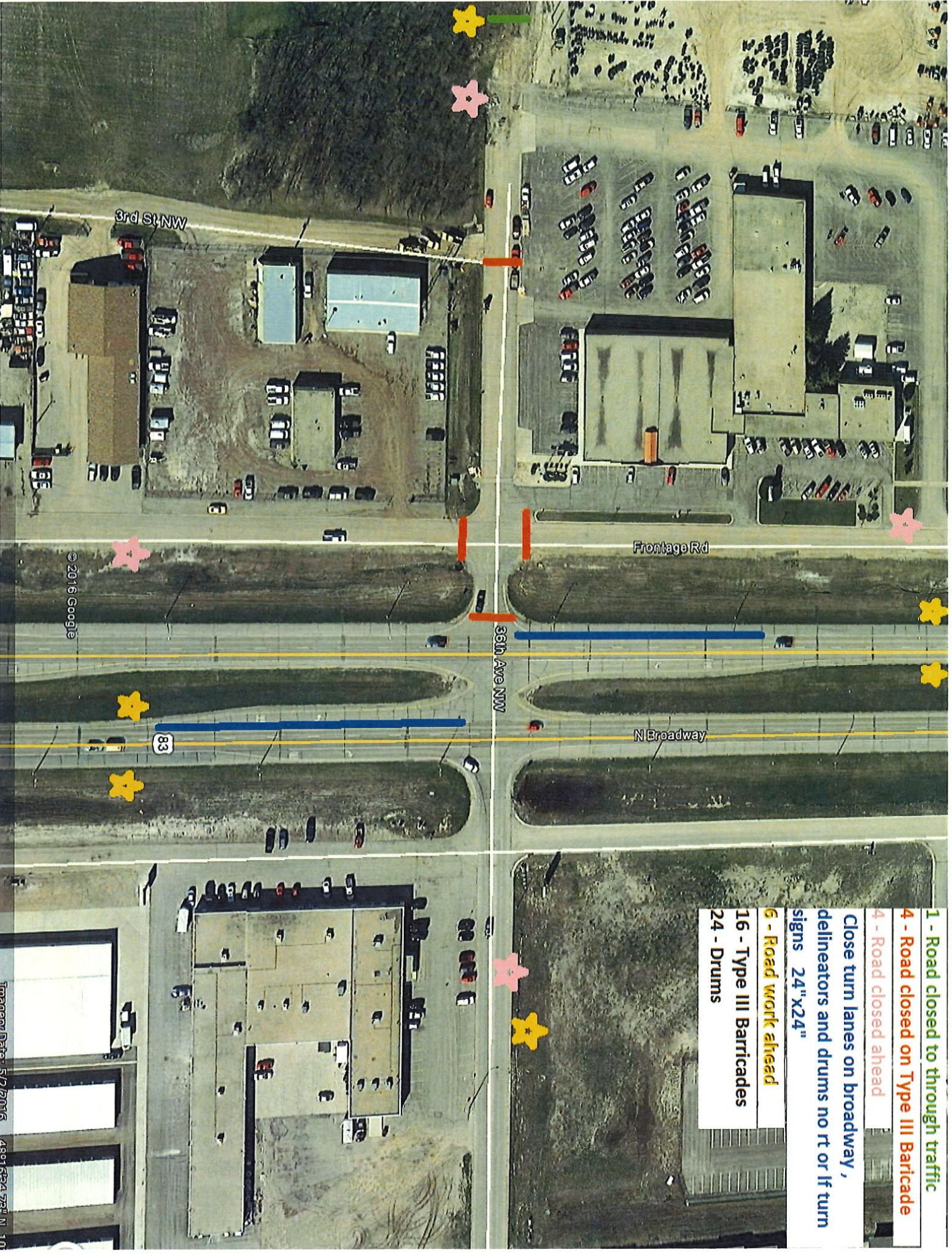
Purchaser Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**PROPOSAL**



1 - Road closed to through traffic

4 - Road closed on Type III Barricade

4 - Road closed ahead

Close turn lanes on Broadway ,  
delineators and drums no rt or lf turn  
signs 24"x24"

6 - Road work ahead

16 - Type III Barricades

24 - Drums



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Scott Collins – Recreation/Auditorium Director

**DATE:** February 16, 2018

**SUBJECT: AUDITORIUM ARENA I SEATING (REC030)**

**I. RECOMMENDED ACTION**

1. Request Final Payment of \$9,711.72 to SP&E, Inc.

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**II. DEPARTMENT CONTACT PERSONS**

Scott Collins, Recreation/Auditorium Director 857-4730

**III. DESCRIPTION**

A. Background

Auditorium Arena I Seating replacement of 2,821 Upper Level Seats.

**IV. IMPACT:**

A. Strategic Impact:

Replacing the original existing seating, dating back to the 1950's, will add leg room and improve Auditorium aesthetics.

B. Service/Delivery Impact:

This project updated the Arena I Original Upper Seating from the 1950's. The seating will add 5 extra inches of leg room on the lower 11 rows of seats with the rest of seating remaining the same.

C. Fiscal Impact:

This project is funded through Sales Tax Capital Improvement dollars.

Project Costs

Total Funds Budgeted	\$500,000.00
Total Project Cost	<u>\$418,053.77</u>
<b>Dollar Amount Under Budget</b>	<b>\$ 81,946.23</b>

Project Funding

Sales Tax Capital Improvements Fund (REC030)215-6900-453.04-33	\$418,053.77
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**V. LIST OF ATTACHMENTS**

*Place your list of attachments here, in order they were referenced in the document. For example:*

A. Final Bill from SP & E, Inc.

Approved for Council Agenda: \_\_\_\_\_

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



**SP&E**  
**INCORPORATED**  
SCHOOL PRODUCTS & EQUIPMENT

# Invoice

1900 Commerce Drive, Bismarck, ND 58501  
t. 701-222-4775 f. 701-222-0207

Date	Invoice #
10/19/2017	6839-1

<b>Bill To</b>
City of Minot

<b>Ship To</b>
Minot City Auditorium 420 3rd Ave SW Minot, ND 58701

P.O. No.	Terms	Rep	Ship	Via	FOB	Customer PO	Project	
6839	Net 30	J B	10/19/2017			Auditorium Seating	Auditorium Seating...	
Item	Description					Qty	Price Each	Amount
Labor	Labor to install (2821) Patriot Seat Model 30.52.00 (Labor and materials pd)  90% Billing for Labor - 10% remaining labor to be billed upon final completion of job (\$9711.72)  Full Contract Amount: \$417,981.50 Labor and Materials Inv# 6839 \$320,684.30 90% Labor Inv 6839-1 \$87405.48 10% Labor to be billed upon final completion \$9711.72						9,711.12	9,711.12
Happy Halloween! Please watch for little ones!						Total	\$9,711.12	



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Scott Collins, Recreation/Auditorium Director

**DATE:** February 16, 2018

**SUBJECT: AWARD OF ARCHITECTURAL SERVICES – MULTI-PURPOSE ARENA FLOOR**

**I. RECOMMENDED ACTION**

1. Recommend the City Council award the Architectural Service contract to EAPC for the

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removal and replacement of a multi-purpose floor in the Main Arena of the Auditorium.

2. Authorize the Mayor to sign the agreement.

**II. DEPARTMENT CONTACT PERSONS**

Scott Collins, Recreation/Auditorium Director	857-4730
Brock Harstad, Recreation/Auditorium Foreman	857-4736

**III. DESCRIPTION**

A. Background

The Auditorium is replacing the multi-purpose floor in the Main Arena which was installed in 1992 during the last building remodel. The floor has outlived its life expectancy. The floor is used for all recreational activities, when the portable wood floor is not installed, along with all other activities held at the Auditorium, such as concerts, auctions, weddings, etc.

B. Proposed Project

The main arena floor will be torn out and replaced with a new multi-purpose floor that can benefit all user groups. There will also be extensive testing done on the underlying concrete to assure that we get the best floor for the existing conditions.

Consultant Selection

RFQ's for Architectural services were advertised in the newspaper for three weeks. Two firms turned in RFQ's which were scored by the Engineering Director, the Assistant Public Works Director, and the Recreation/Auditorium Director.

**IV. IMPACT:**

A. Strategic Impact:

This project will replace the existing multi-purpose floor in the Main Arena, which was installed in 1992, with new modern multi-purpose floor.

B. Service/Delivery Impact:

The new multi-purpose floor will give the Auditorium the ability to continue to offer rental facilities to the general public along with safe recreational facilities for all users.

C. Fiscal Impact:

This project will be funded through the Community Facility Funds grant awarded in 2017.

Project Costs

Multi-purpose floor cost	\$175,000
Demolition/Testing Costs	50,000
Architect Costs	<u>10,000</u>
Total	\$235,000

Project Funding

Community Facility Funds	\$235,000
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**V. TIME CONSTRAINTS**

Council's approval of the recommendation will allow the project to be bid, designed and constructed within the 2018 construction season. Projects bid earlier in the construction season have a better chance of receiving lower bids than if they are advertised later in the year.

**VI. LIST OF ATTACHMENTS**

*Place your list of attachments here, in order they were referenced in the document. For example:*

- A. RFQ tabulation sheet
- B. RFQ for Architectural Services (as published)

Approved for Council Agenda: \_\_\_\_\_

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

Architectural Services RFQ Scoring Results - Multi-purpose Floor

<u>Company/Firm</u>	<u>Score</u>	<u>Total</u>
1. EAPC	97-93-97	<b>287</b>
2. Ackerman/Estvold	89-95-95	<b>279</b>

**REQUEST FOR QUALIFICATIONS  
ARCHITECTURAL SERVICES  
Municipal Auditorium Main Arena Flooring**

The City of Minot is requesting qualification submittals for Architectural services for the removal and replacement of the Main Arena Multi-Purpose floor in the Municipal Auditorium Complex. Interested firms should have experience with multi-purpose floor removal and replacement projects. A complete Cost Analysis will be submitted by the selected Firm and will include project costs along with Architectural costs.

The firms must also be able to review the City's list of proposed improvements and prioritize the projects using the available funding.

**Each consultant must provide the following information:**

- Relevant experience planning and designing Multi-purpose Arena flooring.
- Relevant experience designing remodeling of existing facilities.

**Each firm must also provide the following:**

- List of personnel assigned to the project and relevant experience.
- Location of office where work will be performed and method which mileage and expenses will be charged.
- List of any sub-consultants to be used for the project.
- List of three project references.

A pre-submittal conference shall be held on **January 22<sup>nd</sup> from 2:00pm – 3:00pm to discuss the project and answer questions.**

Statements of qualifications must be received by **12:00pm Wednesday, January 31<sup>st</sup>** at the office of the Auditorium Director, 420 3<sup>rd</sup> Ave SW Minot ND 58701

Three (3) copies of the proposal shall be submitted to:

City of Minot – Recreation/Auditorium Department  
Attn: Scott Collins  
420 3rd Avenue SW  
Minot, North Dakota 58701

Publish Legal Ad Three Times: **January 5, 12, & 19, 2018.**

Bill to: City of Minot  
Recreation/Auditorium Department  
420 3<sup>rd</sup> Ave SW  
Minot, ND 58701



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Scott Collins, Recreation/Auditorium Director

**DATE:** February 16, 2018

**SUBJECT: AWARD OF ENGINEERING SERVICES – AUDITORIUM LIGHTING**

**I. RECOMMENDED ACTION**

1. Recommend the City Council award the Engineering Service contract to Prairie Engineering

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for the removal of (543) T-12 Lights, at the Auditorium complex, and installing new LED lighting system.

2. Authorize the Mayor to sign the agreement.

**II. DEPARTMENT CONTACT PERSONS**

Scott Collins, Recreation/Auditorium Director	857-4730
Brock Harstad, Recreation/Auditorium Foreman	857-4736

**III. DESCRIPTION**

A. Background

The Auditorium needs to replace (543) T-12 light fixtures that remain in areas of the building that haven't been remodeled since 1992. The T-12 light bulbs are no longer manufactured and only limited supplies are available.

B. Proposed Project

The Auditorium will remove the remaining (543) T-12 light fixtures and replace them with a new LED light system. The system will finish all areas in the Auditorium that have not been remodeled since the flood.

Consultant Selection

RFQ's for Engineering services were advertised in the newspaper for three weeks. Two firms turned in RFQ's which were scored by the Engineering Director, the Assistant Public Works Director, and the Recreation/Auditorium Director.

**IV. IMPACT:**

A. Strategic Impact:

This project will replace all the old existing light fixtures in the Auditorium complex, which were installed in 1992 during the last remodel of the facility.

B. Service/Delivery Impact:

The new lighting system will give the Auditorium the ability to continue to offer rental facilities to the general public. The City should also see some cost savings in the amount of bulbs we will not have to buy annually.

C. Fiscal Impact:

This project will be funded through the Community Facility Funds grant awarded in 2017.

Project Costs

(543) LED Light Fixtures installed	\$150,000
Electrical Engineer Costs	<u>7,500</u>
Total	\$157,500

Project Funding

Community Facility Funds	\$157,500
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**V. TIME CONSTRAINTS**

Council's approval of the recommendation will allow the project to be bid, designed and constructed within the 2018 construction season. Projects bid earlier in the construction season have a better chance of receiving lower bids than if they are advertised later in the year.

**VI. LIST OF ATTACHMENTS**

*Place your list of attachments here, in order they were referenced in the document. For example:*

- A. RFQ tabulation sheet
- B. RFQ for Electrical Engineering (as published)

Approved for Council Agenda: \_\_\_\_\_

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

## Electrical Engineering RFQ Scoring Results

<b><u>Company/Firm</u></b>	<b><u>Score</u></b>	<b><u>Total</u></b>
1. Paririe Engineering	97-97-98	<b>292</b>
2. EAPC	92-96-96	<b>284</b>

**REQUEST FOR QUALIFICATIONS  
ELECTRICAL ENGINEERING SERVICES  
Replacement of (543) T-12 Light Fixtures**

The City of Minot is requesting qualification submittals for Electrical Engineering services for the removal and replacement of (543) T-12 Light Fixtures in the Municipal Auditorium Complex. Interested firms should have experience with projects installing and updating lighting systems. A complete Cost Analysis will be submitted by the selected Firm and will include project costs along with engineering costs.

The firms must also be able to review the City's list of proposed improvements and prioritize the projects using the available funding.

**Each consultant must provide the following information:**

- Relevant experience planning and designing new LED light systems.
- Relevant experience designing remodeling of existing facilities.

**Each firm must also provide the following:**

- List of personnel assigned to the project and relevant experience.
- Location of office where work will be performed and method which mileage and expenses will be charged.
- List of any sub-consultants to be used for the project.
- List of three project references.

A pre-submittal conference shall be held on **January 22<sup>nd</sup> from 10:00am – 11:00am to discuss the project and answer questions.**

Statements of qualifications must be received by **12:00pm Wednesday, January 31<sup>st</sup>** at the office of the Auditorium Director, 420 3<sup>rd</sup> Ave SW Minot ND 58701

Three (3) copies of the proposal shall be submitted to:

City of Minot – Recreation/Auditorium Department  
Attn: Scott Collins  
420 3<sup>rd</sup> Avenue SW  
Minot, North Dakota 58701

Publish Legal Ad Three Times: **December 5, 12, & 19, 2018.**

Bill to:           City of Minot  
                      Recreation/Auditorium Department  
                      420 3<sup>rd</sup> Ave SW  
                      Minot, ND 58701



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**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Jason Sorenson

**DATE:** February 16, 2018

**SUBJECT:** HHW AND E-WASTE COLLECTION (PROJECT NUMBER 4342)

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**I. RECOMMENDED ACTION**

1. Recommend council award the bid to Clean Harbors Environmental for HHW and Kalix for E-Waste for the 2018-2019 collection contracts.

**II. DEPARTMENT CONTACT PERSONS**

Dan Jonasson, Director of Public Works 857-4140  
Jason Sorenson, Assistant Director of Public Works 857-4140

**III. DESCRIPTION**

A. Background

On Thursday, February 15, 2018, we received bids for the collection and disposal of our yearly household hazardous waste (HHW) and Electronic (E-Waste) collection events. This contract is bid for a two (2) year collection term. There were two bidders and the tabulation is as follows:

<b><i>Bidder</i></b>	<b><i>Event</i></b>	<b><i>Bid Price</i></b>
<i>Clean Harbors Environmental</i>	<i>HHW</i>	<i>\$25,671.46</i>
<i>Clean Harbors Environmental</i>	<i>E-Waste</i>	<i>\$17,500.00</i>
<i>Kalix</i>	<i>E-Waste</i>	<i>\$13,500.00</i>

B. Proposed Project

*Each year the City holds a household hazardous waste and electronic waste collection event. This helps us divert thousands of pounds of hazardous waste and electronic waste from our landfill. The event is held indoors at the Public Works facility, where residents simply drive in, present a water bill for residency verification, and crews unload unwanted paints, stains, cleaning products, computers, etc.*

C. Consultant Selection

*N/A*

**IV. IMPACT:**

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

NA

C. Fiscal Impact:

Project Costs

Total cost of the project is not to exceed \$40,000. The bid prices are based on a price per pound using last years collection data. Each contractor is to monitor the amount of waste they have collected and notify the City upon nearing the funding cap so the City can make a decision as to whether to continue collecting or not.

Project Funding

*Funding for this project is budgeted in the 2018 Landfill budget in the amount of \$40,000.*

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

N/A

**VII. LIST OF ATTACHMENTS**

N/A



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Dan Jonasson, Director of Public Works

**DATE:** 02/15/2018

**SUBJECT: PURCHASE OF HEAVY DUTY LOW FLOOR BUS (4344)**

**I. RECOMMENDED ACTION**

We are requesting that council approve the purchase of a 2018 Eldorado National-California EZ-Rider II Low Floor Heavy Duty Bus and allow the Public Works Director to sign the purchase order and any other associated forms for this purchase.

**II. DEPARTMENT CONTACT PERSONS**

Dan Jonasson, Director of Public Works	857-4112
Jason Sorenson, Assistant Director of Public Works	857-4768
Brian Horinka, Vehicle Maint. /Bus Superintendent	857-4149

**III. DESCRIPTION**

A. Background

In 2015 there was an agreement made with Eldorado National to purchase one bus at that time and then an option for up to five additional buses over the next five years. The funds to purchase this bus were approved in the 2018 budget. There is an approved Section 5339 North Dakota Department of Transportation grant that will reimburse 80% of the purchase cost of this bus. This bus will replace a 2004 Medium Duty Freightliner bus with over 200,000 miles that is well beyond its life expectancy.

**IV. IMPACT:**

A. Strategic Impact: N/A

B. Service/Delivery Impact: N/A

C. Fiscal Impact:

The total cost of this bus will be \$418,402.71. Of this amount \$334,722.00 (80%) will be reimbursed by the NDDOT and \$83,680.71 (20%) will be spent out of the 2018 capital purchase budget.

**V. ALTERNATIVES:** N/A

**VI. TIME CONSTRAINTS**

Council's approval of this purchase will allow us to immediately execute the purchase order with Eldorado National so that delivery of the bus can be made by October 1<sup>st</sup>, 2018.

**VII. LIST OF ATTACHMENTS:** N/A



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** John R. Zakian, DR Grant Program Manager & Chief Resilience Officer

**DATE:** February 16, 2018

**SUBJECT:** **CDBG-NDR Multi-Family Rehabilitation RFP**

## **I. RECOMMENDED ACTION**

Approve CDBG-NDR Multi-Family Rehabilitation of LMI Units RFP

## **II. DEPARTMENT CONTACT PERSONS**

John R. Zakian, DR Grant Program Manager & Chief Resilience Officer, 423-4528

## **III. DESCRIPTION**

### **A. Background**

Multi-Family RFP in 2017 resulted in one proposal being received which was eventually withdrawn by the building owner realizing that it needed a great deal of re-working. An assessment of the RFP and comments and input received has resulted in changes and improvements with the new RFP. Among the assessment outcomes, it could be that the limiting to one award could have had a chilling effect, being too broad in scope and focus could have been discouraging, more specificity and examples in describing what is required could have made the RFP less daunting, and more clarity in purpose and goal of the use of the NDR funds could also have diminished confusion. Apart from the RFP itself, there is also a realization that the lack of institutional experience in Minot resulting from not being a HUD CDBG and HOME grant entitlement city, and previous multi-family rehab through the CDBG-DR funds being done with non-profits, results in a more pressing need for educational and informational outreach. Therefore, it is planned to have multiple workshops both on the specifics of the RFP and on HUD rules and regulations as well as reach to organizations and stakeholders. It needs to be noted, however, that we are also being buffeted by the marketplace which continues to reflect a notable softness in multi-family rental.

### **B. Proposed Project**

This RFP is not limited to one award which hopefully will encourage multiple responses. It also contains far more detail and information describing each of the components of the RFP as to what is necessary to be provided. This RFP's focus is on the downtown although nearby locations can also submit providing it can be demonstrated in such proposals that the project and location of the project will benefit the downtown. The logic and thinking behind the emphasis of this RFP in the downtown is to address concerns from the original RFP that it was too broad and lacked focus and purpose. It is also very clear that additional investment in the downtown should be a priority to sustain continued growth especially in rehabilitating existing buildings. It should be noted that the NDRC Phases I and II applications also emphasized the need for focus on addressing impacts from the flood in the downtown, especially the evident reluctance to invest in rehabilitation and new construction.

## **IV. IMPACT:**

A. Strategic Impact:

Goal of this RFP is to generate needed new investment in rehabilitation of properties within the downtown to induce focus and attention to the critical importance of sustainable growth for the downtown.

B. Service/Delivery Impact:

A priority focus of the NDR grant is to address housing needs especially of the low and moderate income population through such measures as rehabilitation of existing housing. The goal of this RFP is to carry out this focus.

C. Fiscal Impact:

As of the beginning of February, 2018, there is \$20,523,000 of NDR funds remaining from an original allocation of \$20,897,000 for multi-family housing of which \$1,850,000 is allocated for the Park South multi-family project with non-profit Essential Living for which drawdowns are expected to commence in March. This leaves a balance of \$18,650,000. The maximum amount projected to be used by this RFP is \$5,000,000 which will leave a balance of \$13,650,000 for future RFPs.

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

NA

**VII. LIST OF ATTACHMENTS**

- i. Copy of RFP

## **Minot National Disaster Resilience Program Affordable Downtown Multi-Family Rental Housing Request for Proposal (RFP)**

The City of Minot is requesting proposals from for-profit entities for qualified affordable downtown multi-family rental housing. Proposal instructions are included in this RFP. The application and financial forms can be found on the city's website or from the City of Minot Disaster Recovery Office managed by CDM Smith, located at Arrowhead Mall, 1600 2<sup>nd</sup> Ave. SW, Suite 27, Minot, North Dakota.

**Deadline for submitting your proposal to this RFP** is 4:00 p.m., on \_\_\_\_\_ (insert date) \_\_\_\_\_, 2018. Proposals must be received in the City Clerk's Office at the Minot City Hall, 515 2<sup>nd</sup> Avenue SW, Minot, ND 58702. If the proposal is submitted by mail the address is P.O. Box 5006, Minot, ND 58702. Sealed bid packages will be accepted prior to this deadline. Packages received after the deadline will not be accepted.

**A pre-proposal meeting will be held:**

\_\_\_\_\_ (insert date and time) \_\_\_\_\_

In \_\_\_\_\_ (insert location) \_\_\_\_\_ located \_\_\_\_\_.

Information about this meeting will be available on the City of Minot website and through various media outlets. City and National Disaster Resilience (NDR) staff will be present at this meeting to answer questions about the RFP. **Proposers are not required to attend the pre-proposal meeting. If deemed necessary, additional pre-proposal meetings may be held with date, time, and location posted on the city website and notification provided to anyone who has requested a copy of the RFP.**

Once the RFP has been issued, all questions concerning this RFP, the application package, review process, or any other aspect of the RFP must be directed in writing to: John Zakian, NDR Program Director at [john.zakian@minotnd.org](mailto:john.zakian@minotnd.org). All questions regarding the RFP must be submitted within six (6) days of the proposal deadline. Questions will be addressed weekly in writing and posted on the City's website so that all potential responders can review any questions that are submitted and the responses to those questions. All updates to the RFP will be posted on the City's website as well. Potential responders are responsible for checking the website to find updates to the RFP or any RFP questions and responses.

This project is funded through CDBG-NDR funds. The successful proposal or proposals will be required to comply with all applicable federal, state, and local regulations. The proposer must

ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

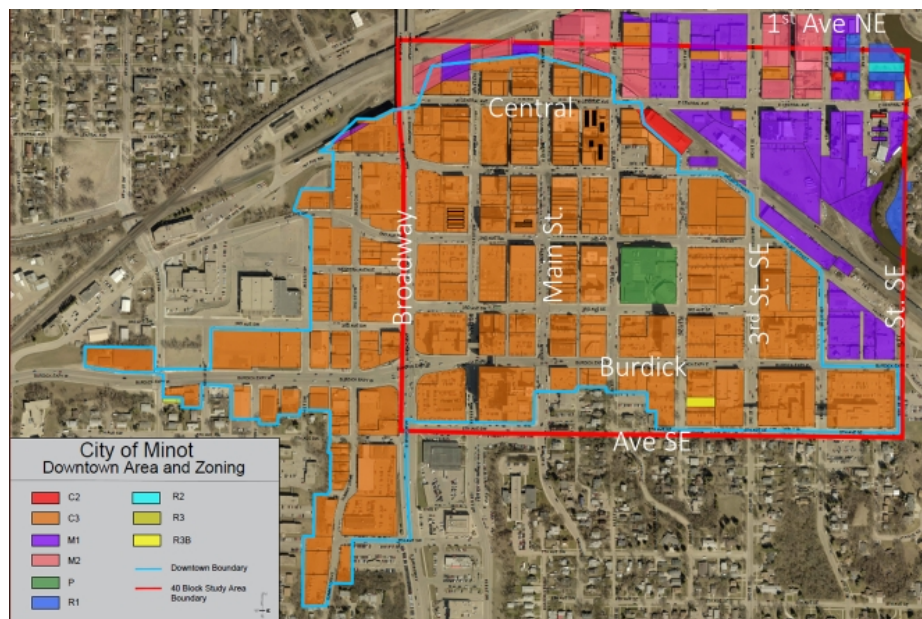
## City of Minot Affordable Downtown Multi-Family Rental Housing Request for Proposal (RFP)

### Introduction

The City of Minot was awarded \$74.3 Million from the National Disaster Resilience Competition (NDR) to fund projects outlined in the City's NDR application and Action Plan. The City's application was developed based upon local unmet recovery needs and a vision of a resilient Minot defined by residents in over 70 public and stakeholder meetings held during the application process. The Minot NDR application, Action Plan, and a subsequent Housing Supply and Demand Analysis Update documented the need for long-term affordable multi-family rental housing for Minot's low and moderate-income households.

### Project Purpose

The City of Minot, in accordance with their NDR application, desires to expand the availability of quality affordable multifamily rental housing that will remain affordable for the long-term and support the city's community and economic resilience. The City's disaster recovery program and the NDR action plan recognize the importance of downtown Minot to the community's social cohesion and economic vitality. The City has also invested significantly in downtown to improve the infrastructure, streetscape, and success of downtown businesses. The NDR Action Plan has documented the impact from the 2011 flood to challenging the underlying factors which contribute to the sustainability of the downtown including the residential presence and



balance. This RFP seeks to advance investment in the downtown to support the continued sustainable growth in the area. Downtown Minot as defined by the city's Planning Department, is outlined in red on the map below.

In this RFP, funds from Minot's National Disaster Resilience (NDR) grant will be targeted to provide funding for as much as or more than 70 units of affordable multi-family rental housing in downtown Minot. Decision on units funded will be based on funds requested and viability of one or more project proposals plus assuring that sufficient funds remain for additional future RFPs. This housing must remain affordable for a minimum term of 20 years. Proposals will be accepted for eligible project activities to rehabilitate existing multifamily rental housing units to substantially improve the quality of the units and ensure the housing remains affordable long-term for low and moderate income (LMI) residents

The NDR funding is in the form of a loan to assure compliance with the 20 year LMI requirement of the units funded by NDR. For the full affordability period of the project the loan will function as a zero interest, forgivable loan secured by a Deed of Trust or similar legal instrument and the responsible project owner(s) or assigns must meet all project performance requirements established in the project development agreement. However, if the responsible project owner or assigns does not meet project performance requirements (affordable rents, affordability period, acceptable maintenance and operation of the development, etc.) for the full affordability period, the NDR loan will become due and payable based on the terms established in the project development agreement.

The City of Minot is seeking competitive proposals from for-profit developers. The selected project(s) must demonstrate a capacity and commitment to affordable housing, meet all applicable NDR requirements and the City of Minot's objectives for long-term affordable multi-family rental housing. The NDR funds are subject to all applicable rules and regulations of the Department of Housing and Urban Development (HUD) Community Development Block Grant program and the applicable rules and regulations set forth in the National Disaster Resilience Competition Notice of Funding Availability FR-5800-N-29A2.

Through this RFP, the City may select one or more projects to receive NDR funding. The City will issue additional RFP's over the next two years to provide NDR funding that supports other affordable housing needs. The Minot City Council will make the final project(s) selection.

NDR funding will be provided to a project or projects that meet the income and rent restrictions described in the Project Requirements section of this RFP. The City desires to optimize and leverage the NDR funding to achieve the greatest benefits for residents and the community. To

allow for additional future investments in affordable housing the City will select projects based on the evaluation criteria included in this RFP. The selected project should:

- be within the city limits of Minot, within downtown Minot, as defined in the map shown on page 2 of the RFP but proposals can be submitted for properties adjacent to the defined downtown if it can be demonstrated that the site and occupancy can benefit the downtown's sustainability
- ensure at a minimum, that at least 51% of the units will be affordable to and leased to households with incomes at or below 80% of the Ward County Area Median Income
- ensure that the affordable housing is properly managed and maintained throughout the affordability period to provide quality affordable housing for LMI residents and remains affordable for the longest period possible enforced through deed restrictions or similar instrument detailed in the project development agreement
- ensure that NDR funds are used only for project needs benefiting the LMI units and those needs must be fully documented, and
- meets all applicable HUD regulations and requirements in accordance with the City's NDR contract

## Submission of Proposals:

**Developers must complete the Affordable Housing application.** You can secure a copy of the application on the City's website or by calling 701-368-4301. Proposed projects must meet the requirements of this RFP.

**Eligible project costs include:** Costs of construction and rehabilitation of the LMI housing units; approved soft costs including reasonable and necessary costs incurred by the owner **after** project selection i.e. architectural, engineering, permits, eligible developer fees, legal fees, and closing costs. Rehabilitation activities include but not limited to structural, mechanical and electrical repairs, roof, windows, doors, required improvements to individual units, and work required based on the capital needs assessment (CAN) where the useful life is determined to be five years or less. Mitigation is required if units to be rehabilitated contain lead or asbestos. This will impact the cost of the project. Refer to Attachment 1 for HUD's lead requirements for rehabilitation of housing. Repairs such as painting of apartments, replacing floor coverings, and trim work are only eligible when they are part of the larger rehabilitation project.

**Ineligible Project Costs include:** Refinancing of property; developer fees in excess of those allowed under North Dakota Housing Finance Agency HIF rule for 2015-2017; code violations; pre-development costs; operating and management costs; costs associated with creating market rate housing and/or commercial spaces; and costs incurred prior to funding approval except as noted in the eligible costs section above.

**To support resilience**, the City of Minot and HUD encourages applicants to implement green infrastructure to the extent practicable. Tools for green infrastructure are available at the Environmental Protection Agency's water website; Indoor AirPlus website; Healthy Indoor Environment Protocols for Home Energy Upgrades website; and ENERGY STAR website: [www.epa.gov/greenbuilding](http://www.epa.gov/greenbuilding).

The City of Minot NDR Affordable Downtown Multi-Family Rental Housing RFP seeks proposals for projects that require funding to cover the difference between the total development/renovation cost and the amount of funding that the applicant secures from other sources (leverage). Other financial sources might include: Federal Home Loan Bank Board, North Dakota Housing Finance Agency, Community Development Block Grant funds from the state of North Dakota, developer debt and equity, and other private sources including foundations. Each applicant should evaluate various funding sources to determine the options that work best for their individual project. **NOTE: NDR funds may only cover costs that only benefit LMI units. Example, if a proposal includes rebuilding an elevator in a building in which only 55% of the units are LMI then only 55% of the cost of rebuilding the elevator can come from NDR with remainder coming from other sources provided by the applicant.**

**Proposals must include the following required items:**

1. One-page cover letter containing a brief narrative description of the proposed project and amount of funds being requested, signed by the owner/applicant and dated
2. A completed application form including required financial information. Please note financial information may be subject to open records legislation
3. All requested supplemental information and exhibits with a cover page indicating each exhibit by number as described in the application form
4. Provide a minimum of three (3) verifiable references that are familiar with the applicant's housing development experience
5. A detailed description and scope of the project submitted in response to this RFP

6. Number and types of units (i.e. total number of units, number of affordable units, number of units with number of bedrooms, number of accessible units, etc.)
7. Income levels to be served based on HUD's most current Income Limits for example, low and moderate income, very low income, or extremely low income (specify the number of units at each income level). HUD's current income limits for Ward County can be found on the HUD website.
8. Why the NDR funds are requested and the impact of these funds to the overall project
9. Detailed description of the uses of NDR funds in this project. The successful proposal will be required to submit a detailed capital needs assessment (CNA) report on the building to be rehabilitated prepared by a qualified independent third party using a format acceptable to the City such as the US Dept. of Agriculture CNA format.
10. A detailed project cost estimate prepared by a qualified professional that includes all project costs, a detailed project budget, and verification of non-NDR funding commitments (to include contact information to verify funding commitments). **Non-NDR funding commitments must be specific dollar amounts, type of commitment, and any conditions or requirements that come with the commitment.** The successful proposer will be required to post a performance and payment bond for the project to the City of Minot.
11. Current vacancy rate in the building to be rehabilitated and information addressing the demand for the affordable units improved by this rehabilitation.
12. Statement and details of any pending litigation against the property or project partners
13. If any current tenants will be relocated as a result of the rehabilitation of the building, the proposal must provide details of any relocation of existing tenants. If the current tenants will be relocated on a temporary basis to vacant units within the building a draft temporary relocation plan must be provided. If any current tenants will be permanently relocated a relocation plan that complies with HUD regulations must be provided. Any relocations of current tenants are subject to the HUD Uniform Relocation Act (URA) and will be monitored and must be documented according to HUD requirements. The costs associated with any relocation must be shown in the project budget.
14. Applicable environmental documentation may be required to meet HUD's environmental requirements such as Asbestos assessments, a Lead Based Paint assessment, or other analysis necessary to meet HUD regulations. If asbestos or lead

based paint is present in the building remediation must be completed according to all applicable environmental regulations.

## Project Requirements

To be considered for NDR funding, the applicant must show that the proposed development will comply with all applicable HUD requirements and regulations. Applications that do not meet/adhere to the following requirements cannot be considered for NDR funding.

1. The project must be inside the City of Minot in the designated downtown area but properties adjacent to the downtown area may apply if the applicant can demonstrate that the project and the occupancy of the units in the project will benefit the downtown's long term sustainability
2. The applicant must submit a complete project application form and provide all requested supplement materials.
3. The City of Minot will verify that the development team members are not on the U.S. Department of Housing and Urban Development (HUD) "debarred" contractor's list
4. The application must provide evidence of the project's readiness to proceed including: documentation of property ownership/control, proper zoning, environmental documents, evidence of non-NDR leverage, and evidence of construction and permanent financing. A detailed project milestone schedule must be submitted in the application
5. NDR-funded projects must provide non-NDR financial resources that support the total project cost **especially covering common area work that benefits non-LMI units as well as LMI units**
6. The application must include documentation stating the amount, terms, and conditions of all funding committed to the project. The applicant must provide the name, organization, address, telephone number, and email address for verification of funding commitments
7. Prior to committing NDR funds the City's NDR program manager will conduct a subsidy layering analysis to ensure that the City does not invest more funding than necessary for the proposed affordable housing. The City may conduct additional analysis of proposed project costs, financial feasibility, and related project reviews to ensure the NDR funding is necessary and the project is feasibility

8. The project must create rehabilitated rent restricted affordable housing units that will be affordable long-term. (Rent restricted unit is defined as a housing unit that is subject to income, rent, and other applicable restrictions enforced through the development agreement for the affordability period and annual audits to document the project's performance on these restrictions)
9. The project must comply with all applicable federal regulations depending upon the funding sources including but not limited to Fair Housing, Uniform Relocation Act (URA), Davis Bacon, Section 3, Lead Based Paint and Environmental Review requirements.
10. Displacement of tenants is discouraged and is prohibited unless the developer follows all applicable HUD and federal URA regulations and the cost of the relocation is fully captured in the total development costs.
11. At a minimum ten percent (10%) of the units must be accessible
12. A minimum of fifty-one percent (51%) of the units must be affordable to low and moderate-income tenants and must remain affordable for a minimum of 20 years to meet long-term affordability requirements established for this application. HUD defines affordable housing based on the household paying no more than thirty percent (30%) of household income for gross housing costs including utilities. Affordability for Long-term Affordable Multi-Family Rental Housing will be based on the most current area median income (AMI) for Ward County as established by HUD. Proposers are responsible for securing the most current household income limits for Ward County, ND which can be found on the HUD website.

The selected project will be subject to an annual monitoring to determine project performance on affordability of rents, compliance with the affordability period, maintenance of the property, and other performance requirement established in the Development Agreement. The annual project monitoring will be based on the most current HUD data. An annual monitoring fee will be assessed for monitoring during the entire period of affordability. The annual monitor fee will be \$1,000 and will be conducted by the Minot Housing Authority.

13. The City of Minot will require the selected proposer to post a performance and payment bond for the project.
14. Projects must meet all applicable state and local codes, ordinances, and requirements including FHA minimum property standards and applicable HUD property standards.

15. Any conflict of interest requirements for the City of Minot, State of North Dakota, and the US Department of Housing and Urban Development must be adhered to.

### **Required Financial Documentation**

Proposers are required to submit detailed financial statements, sources and uses statement for the project, a detailed project operating budget, a 20-year pro forma for the project, and an income and expense statement. Additional financial documentation may be required.

Applicants will use a seven percent (7%) vacancy rate in financial documentation. In addition:

1. The applicant must demonstrate in their financial documentation that the project would not be financially feasible without the financial assistance from NDR. The application must provide information on the short and long term financial feasibility of the project.
2. Rehabilitation projects require a minimum NDR rehabilitation per unit of \$15,000 and may not exceed an NDR investment of \$65,000 per unit for eligible rehabilitation expenses. The proposed project rehabilitation must preserve and improve the quality of long-term affordable housing in Minot and meet local and state housing standards and codes.
3. A cost reasonableness review will be conducted to evaluate proposed development costs comparing application costs to similar developments, based on construction type.

### **Capital Needs Assessment**

The selected proposal must submit a Capital Needs Assessment (CNA) prepared by a qualified independent third party using a CNA format that is acceptable to the City. The assessment will include an opinion on the proposed project budget for recommended improvements and identify critical building systems and/or components that have reached or exceeded their expected useful lives. The CNA must identify the remaining useful life of major systems.

If the remaining useful life is less than the affordability period, a replacement reserve as well as a replacement schedule is required to ensure the items can be adequately maintained and addressed throughout the affordability period. The final selection and commitment will not be made until the CNA is reviewed and it is determined that the project and project budget are consistent with the findings in the CNA. If the CNA does not

support the project and project budget as submitted, the proposal will be rejected and other submitted applications will be considered.

### Appraisal

The successful proposal may be required to submit an appraisal of the building prepared by a qualified North Dakota appraiser that is licensed and meets the requirements established by the North Dakota Real Estate Appraiser Qualifications and Ethics Board.

### Developer and Development Team Documentation

The knowledge and experience of those who will develop, own, and operate the long-term affordable housing funding is very important to the success of the project. The applicant must demonstrate the expertise, ability, and financial capacity, of their team to undertake and manage the project. The application must include information about the applicant's experience and capacity. This information will include:

Description of the applicant's expertise in developing/rehabilitating and operating housing developments; applicant's track record with similar projects; development teams housing and development experience; property management experience; commitment to affirmatively furthering fair housing, and compliance with HUD requirements.

**Developer Fee Policy** – Developer fees are capped at the same rate as those allowed by the North Dakota Housing Finance Agency

**Evidence of Site Control** - The developer must provide evidence of site control as a condition of submitting the project proposal.

**Preliminary Plans** - If the proposer has preliminary conceptual plans this information should be submitted in the proposal. Any architectural and engineering costs incurred prior to the execution of the development agreement and environmental documents are not eligible costs.

### CDBG-NDR Resilience and Energy Efficiency Requirements

NDR projects must reflect the resilient features identified by the community during the NDR proposal meetings: walkability, accessible to services, design quality and construction, safe neighborhoods and play areas, environmental quality, well maintained, proximity to transit and community amenities, reflect smart growth principles, quality landscaping, and common open space.

The City of Minot selected the ENERGY STAR standards to meet the energy efficient requirements for NDR projects. The applicant will ensure that all construction meets the ENERGY STAR industry-recognized standard selected by the City of Minot

For rehabilitation applicants must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist, available on the CPD Disaster Recovery website ([portal.hud.gov/hudportal/documents/huddoc?id=drsi\\_retrofit.xls](https://portal.hud.gov/hudportal/documents/huddoc?id=drsi_retrofit.xls)). Applicants must apply these guidelines to the extent applicable to the rehabilitation work undertaken on this project including the use of mold resistant products when replacing surfaces such as drywall. When older or obsolete products are replaced as part of the rehabilitation work, rehabilitation is required to use ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products and appliances.

## Application Document

Five (5) hard copies of the proposal should be delivered unbound in an 8 ½" by 11" format each copy secured by a clip at the top in a sealed manila envelope with the words **"Minot NDR Affordable Multifamily Housing RFP"** written in bold text on the outside of the envelope. Please use a labeled paper exhibit separator (i.e., colored paper with the name of each exhibit section typed in bold text on the paper, not a tab sheet) as the submittals will be scanned and copied for the review teams. An electronic copy of the proposal on a jump drive or similar must be included in the sealed package.

The project proposal must be delivered to: Kelly Matalaka, in the City Clerk's Office, Minot City Hall, 515 2<sup>nd</sup> Avenue SW, Minot, North Dakota, 58702; or submit by mail by the deadline to Attn. Kelly Matalaka, City of Minot, P. O. Box 5006, Minot, ND 58702. **Project Proposals must be received in the office of the City Clerk at 515 2<sup>nd</sup> Avenue SW, Minot, ND by**  
**(insert date)**

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## Review Process

All proposals will be reviewed by the NDR Technical Review Committee. The Technical Review Committee will review the proposal based on the evaluation criteria in this RFP and provide a project selection recommendation to City Council. The Minot City Council will select the project(s) that will receive NDR funding in this RFP.

The City reserves the right to reject any and all proposals and to negotiate the terms of the contract including the award amount, with the selected developer prior to entering into a written agreement.

## Project Development Agreement

NDR funding will be subject to a Project Development Agreement. Funds will be disbursed only at the time all conditions of the award have been met by the applicant and upon execution of the Project Development Agreement. An environmental review will be completed by the City for any project that will receive federal NDR funds prior to the commitment of funds.

## Affordable Multi-Family Rental Housing Evaluation Criteria

Each proposal submitted in response to this Request for Proposal (RFP) will be evaluated based on the required information included in this proposal and the evaluation criteria that follows. Applicants must achieve a minimum score of 55 points to be considered for funding.

### Evaluation Criteria

Each proposal will be evaluated using the following evaluation criteria. Representations made by applicants for which points are given will be binding and will be monitored through the annual compliance review process throughout the affordability period. Complete proposals submitted to the City will be evaluated based on the following criteria:

1. Period of Affordability
  - 30 + years..... 20 points
  - 20 – 29.9 years..... 10 points
  - Less than 20 years..... 0 points
2. Number of affordable rent restricted, affordable units within the Development
  - 51% to 59%..... 5 Points
  - 60% - 65%..... 10 Points
  - 66% - 80%..... 20 Points
3. Number of handicapped accessible units provided within the Development
  - 11% - 15%..... 10 points
  - 10%..... 5 points
4. Non-NDR Financial Resources - Direct financial resources from non-NDR or other city funds that will be invested in the project to cover eligible project costs. Example: Total documented eligible project cost is \$8 million, requested NDR funds \$1.5 M = 18.7% leverage earning 20 points

NDR program funding divided by documented total project cost equals:

- 25% or less..... 25 points
- 26% - 30%.....20 points
- 31% - 35%.....15 points
- 36% - 50%.....10 points
- 51% - 75% ..... 5 points

5. Proximity to Resilient Housing/Neighborhood Features

Proposed development is located within ½ mile of: full service grocery store, transit, medical facilities (pharmacy, hospital/clinic), walking/biking trail, and public park/recreation area

- Within proximity to transit or full-service grocery store..... 2 points
- Within proximity to 2 resilient features.....2 points
- Within proximity to 3 resilient features.....4 points
- Within proximity to 4 resilient features.....6 points

### Development Team Experience

The knowledge and experience of those who will develop, own, and operate the long-term affordable housing is very important to the success of the project.

#### Development Team Experience in Affordable Multi-Family Rental Housing

- No experience..... 0 points
- Experience with up to 5 similar development projects..... 2 points
- Experience with more than 5 similar development projects..... 4 points

1. Property Management Experience in Affordable Multi-Family Rental Housing

- No experience managing income-restricted housing..... 0 points
- Designated Property Management Entity has a documented track record of successful property management experience, has not managed an income-restricted property..... 2 points
- Designated Property Management Entity has a documented track record of success managing income-restricted properties, and has the capacity to take on management of the proposed project..... 4 points

**Financial Strength**

1. Sources and Uses of Funds

- All sources and uses of funds are clearly indicated and provide sufficient evidence of funding availability and/or commitment are included..... 10 points
- All sources and uses of funds are clearly indicated, but evidence of funding availability or commitments are incomplete..... 0 points

2. Debt Coverage Ratio (DCR)

The debt coverage ratio is based on “hard debt” (debt services contractually obligated to be repaid). The net operating income over the debt service determines debt coverage ratio.

- Project will be debt-free or DCR of 1.25 or greater ..... 20 points
- DCR between 1.21 – 1.24..... 15 points
- DCR between 1.15 - 1.20..... 10 points
- DCR less than 1.15..... 0 points



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** John R. Zakian, DR Grant Program Manager & Chief Resilience Officer

**DATE:** February 16, 2018

**SUBJECT: CDBG-DR/NDR DEMOLITION BID**

**I. RECOMMENDED ACTION**

Approve CDBG-DR/NDR Demolition BID for Buyout Acquired Properties

**II. DEPARTMENT CONTACT PERSONS**

John R. Zakian, DR Grant Program Manager & Chief Resilience Officer, 423-4528

**III. DESCRIPTION**

A. Background

Properties acquired through the CDBG-DR/NDR buyout program for flood mitigation deemed not suitable for re-use and relocation through auction will be demolished and the sites restore as level grass areas. This will be the first full year with all necessary policies and procedures in place governing auction, salvage, and demolition as well as a review team carrying the due diligence assessment. The goal is to minimize the amount of time after acquisition that structures remain on site to reduce risks of liability, costs for maintenance, and hazardous conditions with vacant structures. This year's bid has been structured to avoid the need for change orders as was the case in past years.

B. Proposed Project

Late 2017 acquired properties as well as properties acquired so far in 2018 deemed to warrant demolition are being queued to be able to commence demolition upon approval of bid award. Pace of acquisitions for remainder of 2018 is being constantly scrutinized and adjusted to be able to accurately forecast and plan pace and needs for demolition.

**IV. IMPACT:**

A. Strategic Impact:

2018 bid documents reflect policies and procedures put in place in 2017 to more efficiently and timely carry out demolitions of buyout properties.

B. Service/Delivery Impact:

Advances preparation on a timely basis for clear sites for the flood mitigation measures.

C. Fiscal Impact:

As of the beginning of February, 2018, there remains \$2,303,000 in CDBG-NDR set aside for demolitions. It is not expected the full amount will be spent and based on experience, this set aside continues to remain sufficient for all needed demolition activity.

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

NA

**VII. LIST OF ATTACHMENTS**

- i. Copy of Bid Documents
- ii. Copy of Bid Notice



**City of Minot, North Dakota**

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**2018 Structure Demolition and Site  
Restoration Project  
(Project #3755.6)**

**BIDDING DOCUMENTS**

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**ISSUED FOR BIDS  
March 9, 2018**

**BIDS DUE  
April 10, 2018**





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## SECTION 00 11 13

### ADVERTISEMENT FOR BIDS

#### **2018 Structure Demolition and Site Restoration Project No. 3755.6**

The City of Minot, through the use of State of North Dakota funds, Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) funds, and Department of Housing and Urban Development National Disaster Resilience (NDR) funds, purchased houses that were inundated during the 2011 Souris River Flood and is now seeking a Contractor to demolish structures at approximately 90 properties. Basement excavation and site restoration will also be completed.

The City of Minot invites the public to bid upon the following project:

#### **2018 STRUCTURE DEMOLITION AND SITE RESTORATION PROJECT No. 3755.6**

The City Council City of Minot reserves the right to reject any or all bids and to award the contract as it deems to be in the best interest of the City of Minot. Each bidder must provide a bid bond in the amount of 5% of the bid and contractor's license, which are to be included in a separate envelope attached to the outside of the bid. Each bidder must include a copy of their North Dakota Waste Hauler's Permit (MSW), and their Hazardous Waste Disposal Plan WITH their bid. It should also be noted that any addendums that may be issued prior to bid opening must be acknowledged on the outside of the bid envelope.

The successful, responsible Bidder will be required to sign the Contract and furnish the appropriate performance and payment bonds in the amount of the total bid, and in accordance with, the State of North Dakota. The bond is required in order to secure the performance obligations of the Contractor. The Contract will not be executed, nor will work begin, should the successful Bidder fail to furnish the performance and payment bonds required. This Contract shall be subject to liquidated damages as stated in the bidding documents, which will be charged against the contractor for each day past the completion date stated in the Contract or as amended by change order.

Bidding documents for the project may be viewed at the CDM Smith Disaster Recovery Office or Minot's Builder's Exchange. Bidding documents may be obtained at the CDM Smith Disaster Recovery Office located at the Arrowhead Mall, 1600 2<sup>nd</sup> Ave SW, Suite 27, Minot, North Dakota. Bid proposals must be submitted on the forms provided.

A pre-bid conference will be held at the City Hall located at 515 2<sup>nd</sup> Ave SW, Minot, North Dakota at 10:00 A.M. (CST) on March 20, 2018 to discuss the bidding documents.

Sealed bids will be received up to the hour of 11:00 A.M. (CST) on April 10, 2018, at the City Hall. All bids will be opened at 11:00 A.M. on the same day.

The project is being funded, in part, with CDBG-DR funds. Therefore, the Bidder will be required to comply with all Federal, State, and Local regulations. These requirements include compliance with Section 3 employment plan, and the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. The City of Minot reserves the right to determine the lowest responsible and eligible bidder, to waive irregularities, and to reject any or all bids.



The City of Minot strongly encourages maximum participation in all bids by qualified Disadvantaged Business Enterprises (DBEs), Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs), small businesses, and by local construction and demolition companies, as prime contractors and as subcontractors.

(Publish March 9, 16 & 23, 2018)



## SECTION 00 21 13

### INFORMATION FOR BIDDERS

#### PART 1 GENERAL

##### 1.01 Background Information and Program Overview

- A. General Description of Program – As a result of the Federally declared disaster (FEMA-1981-DR declared on May 10, 2011), the City of Minot (“City”) has received grants from the Department of Housing and Urban Development and the State of North Dakota for the purpose of assisting recovery in the most impacted and distressed areas of the community impacted by the flood of 2011.
- B. Housing Demolition – The housing demolition component of the program will involve demolishing homes purchased with State and Federal CDBG-DR funds for the purpose of creating open space and implementing flood controls.
- C. Purpose of Request for Bids – The City will select a Contractor to complete this housing demolition project with this competitive sealed bid process and is soliciting bids to provide all labor, material, and equipment required to demolish approximately 90 structures; remove, transport, and dispose of debris; and restore the sites, in accordance with the Program. The sealed Bid submitted by a Bidder in response to this Request for Bids will be referred to as the “Bid.”
- D. Program Administrator – The City has selected CDM Smith Inc. to be the Program Administrator and has delegated certain authorities to conduct the Program for the City as the Program Administrator. Instructions to the Contractor received from the Program Administrator shall be considered to be from the City. The Program Administrator shall not be responsible for any act or omissions of any Contractor, Subcontractor, Supplier, or any other person or organization performing or furnishing work. Further, the Program Administrator shall not be responsible for any Contractor’s failure to furnish the work in accordance with the Contract Documents. Further, for the purposes of this Request for Bids and Contract, the Program Administrator shall have the same limitations of liability and indemnification provided to the City.
- E. Description of the Work – The Work shall include providing all labor, material, and equipment related to demolishing structures; removing, transporting and disposing of debris; and, restoring the sites. These structures may be located throughout the City of Minot. The Work under this Contract will be governed by the Contract Documents. The Work shall also comply with all applicable Federal, State, and Local requirements, laws, and regulations. More specifically, Contractors must comply with all Federal regulations and policies, concerning all applicable Community Development Block Grant programs, including Section 3 on contracts exceeding \$100,000. Failure to adhere to these conditions or with any provision of this Contract may result in the Program Administrator taking one of the following actions: (1) declaring the Contractor ineligible to participate in future contracts; (2) withholding funds; and, (3) terminating the Contract.
- F. Contractor Eligibility – A Contractor must be eligible to receive Federal contracts through U.S. Government Programs in accordance with the policies and procedures of the U.S. Department of Housing and Urban Development as enforced by the City of Minot and in accordance with the Title 24 Code of Federal Regulations (CFR) part 24.



## PART 2 BID PROCESS

### 2.01 Pre-Bid Conference (Non-Mandatory)

- A. A Pre-Bid Conference will be held on March 20, 2018 at 10:00 A.M. (CST) at Minot City Hall. Persons with disabilities requiring special accommodations should contact the Program Administrator's office at (701) 837-5813 at least two (2) days prior to the pre-bid conference.

### 2.02 Communications

- A. All correspondence relating to this Request for Bids, from Advertisement of Bids to Award of Contract, shall be sent to the Program Administrator's representative:

Wesley Hall  
CDM Smith Inc.  
1600 2<sup>nd</sup> Avenue SW, Suite 27  
Minot, North Dakota 58701  
[hallwp@cdmsmith.com](mailto:hallwp@cdmsmith.com)

All questions on the project should be submitted to the Program Administrator's representative at least six (6) calendar days before the Bid Opening. A final response will be distributed at least four (4) days prior to the Bid Opening in the form of an Addendum to the Bidding Documents.

### 2.03 Examination of the Contract Documents and Site

- A. It shall be the responsibility of each Bidder before submitting a Bid to:
  - 1. Examine the Bidding Documents thoroughly.
  - 2. Become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work.
  - 3. Consider Federal, State, and Local laws and regulations that may affect cost, progress, performance, or furnishing of the Work.
  - 4. Study and carefully coordinate the Bidder's observations with the Bidding Documents.
  - 5. At least six (6) calendar days prior to the Bid Opening, notify the Program Administrator of all conflicts, errors, or discrepancies in the Bidding Documents. Any interpretation of the Bidding Documents will be made only by Addendum. The Owner will not be responsible for any other explanations or interpretations of the Bidding Documents.
  - 6. Contractors are encouraged to view a sample of the sites, as listed below, in order to become familiar with the type of work that will be required. Note that the entry into any structure is prohibited.



All addresses are in the City of Minot.

517 Central Ave E	1026 6 <sup>th</sup> Ave SW	332 1 <sup>st</sup> Ave NW
509 12 <sup>th</sup> St SW	1031 5 <sup>th</sup> Ave SW	1005 5 <sup>th</sup> Ave SW
1116 6 <sup>th</sup> Ave SW	707 12 <sup>th</sup> St SW	1111 6 <sup>th</sup> Ave SW
2600 14 <sup>th</sup> Ave SW	1321 28 <sup>th</sup> St SW	1105 27 <sup>th</sup> St SW
215 6 <sup>th</sup> St NE	712 2 <sup>nd</sup> Ave NE	709 2 <sup>nd</sup> Ave NE
18 8 <sup>th</sup> St NE	323 6 <sup>th</sup> St NE	618 2 <sup>nd</sup> Ave NE
701 2 <sup>nd</sup> Ave NE	204 6 <sup>th</sup> St NE	

#### 2.04 Bid Package

- A. The Bidder shall fully complete the Bid Form, including Attachments A-F, as found in Section 00 41 00 – BID FORM and all other components of the Bid Package as delineated in Paragraph 3.01.

#### 2.05 Bid Package Submittal

- A. Bids should be submitted no later than 11:00 A.M. on April 10, 2018.

#### 2.06 Modification of Bid

- A. A Bidder may modify its Bid by submitting a revised Bid at any time prior to the Bid Opening. The revised Bid must be signed by the Bidder and each modification must be initialed by the Bidder.

#### 2.07 Withdrawal of Bid

- A. A Bidder may withdraw his/her Bid without prejudice to him/herself, provided he/she files a written request with the City Clerk not later than the day before Bids are to be opened. No Bids may be withdrawn for a period of 60 calendar days after the opening of Bids.

#### 2.08 Opening of Bids

- A. Bids will be opened publicly and read by the City Clerk at the date set in the Advertisement for Bids. Bidders or their authorized agents are invited to be present and are permitted to examine any Bid after opening.

#### 2.09 Irregular Bids

- A. Bids may be rejected if they show any omission, alteration of form, additions not called for, conditional alternate Bids, or irregularities of any kind which may tend to make the Bid indefinite or ambiguous as to its meaning.



## 2.10 Disqualification of Bidders

- A. Any or all Bids will be rejected if there is a reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in the future Bids for the same work.
- B. Bids in which the prices shown obviously are unbalanced as determined by the Program Administrator will be rejected. No contract will be awarded except to responsible Bidders capable of performing the class of work contemplated.
- C. The Bidder shall furnish a complete statement of his/her experience and the amount of capital and equipment available for the proposed work, if so requested by the City of the Program Administrator.

## 2.11 Award of Contracts

- A. Any or all Bids may be rejected or informalities in Bids may be waived at the option of the Owner.
- B. The Contract will be awarded to the lowest responsible Bidder.

## 2.12 Lowest Responsible Bidder

- A. In determining lowest responsible Bidder, in addition to price, the following factors will be considered:
  - 1. The ability, capacity, and skill of the Bidder to perform the Contract or provide the services required.
  - 2. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference.
  - 3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
  - 4. The quality of performance of previous Contracts or services.
  - 5. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service.
  - 6. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service.
  - 7. The quality, availability, and adaptability of the suppliers, or contractual services to the particular use required.
  - 8. The number and scope of the conditions attached to the Bid.

## 2.13 Acceptance of Bids and its Effect

- A. The acceptance of a Bid will be a notice in writing signed by a duly authorized representative of the City, and no other act of the City shall be necessary to constitute acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to execute the required Contract.



#### 2.14 Time for Executing Contract and Damages for Failure to Execute

- A. Any Bidder whose Bid is accepted shall be required to execute the Contract and furnish Performance Bond required under Part 2.15 hereof, within ten (10) days after notice that the Contract has been awarded to him/her. Failure to do so shall constitute a breach of the Agreement affected by the acceptance of the Bid.
- B. The damages to the Owner for such breach will include loss from interference with his/her flood recovery program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bidder's bond accompanying the Bid for such Bidder shall be retained by the Owner as liquidated damages for such breach.
- C. The City Council shall be authorized, the same as if the bond or bid contained an expressed stipulation to that effect, to cause such work to be done, or complete the work, or contract with some other contractor to do or complete the necessary work and to charge against the Bond the difference between actual cost to the City of such improvements and the sum which it would cost if the defaulting Bidder complied with their Bid.

#### 2.15 Performance and Payment Bonds

- A. The successful Bidder shall within the time fixed by the City Council for executing the Contract, file with the City Clerk, a Performance and Payment Bond each equal to the full amount of the Contract. Such Performance and Payment Bonds shall be executed by the Bidder or Contractor as principal and a surety company, authorized to do business in the State of North Dakota and in a form satisfactory to the City Attorney of the City of Minot. These Bonds shall remain in effect until two (2) years after the date when final payment becomes due.
- B. The Performance and Payment Bonds shall be made payable to the City, and shall be conditioned that he/she will faithfully perform the work bid in accordance with the terms of and within the time provided for such Contract, and pursuant to the Contract Documents and Bid for such work on file in the City Clerk's Office and pay for all labor and materials used in such work, all taxes of any nature, Workmen's Compensation charges, and all other obligations arising out of his/her performance of the Contract. In case of default on the part of the Bidder or Contractor to perform such work as provided in the Contract, the sum named in the Bond shall be taken and held to be fixed and liquidated damages in favor of the City and full amount thereof may be recovered from said Bidder and his/her sureties in an action by the City against them on said Bond.
- C. If the City Council shall, at any time, deem the Bond of a Contractor insufficient either in the form or as to sureties, it may require the Contractor to furnish a new Bond to be approved by the City Council within such reasonable time as the Council may fix.
- D. If the Contractor shall fail to furnish such new Bond within the required time after notice from him/her to do so, his/her Contract may be cancelled and in that event the Contractor's Bond shall be liable the same as if the Contractor had failed to perform his/her Contract.

#### 2.16 Protest

- A. Any actual or prospective Bidder who is allegedly involved with this Request for Bids or Award of the resultant Contracts may protest. The protest must be submitted in writing to the Program Administrator within three (3) working days after such aggrieved person knows of, or should have known of, the facts giving rise thereto. If the protest is not resolved by mutual agreement, the City



will promptly issue a decision in writing to the protesting party. The City has the authority to render the final determination regarding the protest. Any determination rendered by the City will be final. All protests must be made in writing and contain the following information:

1. Name, address, and telephone number of the protester.
2. Identification of the solicitation or project number, date, and time.
3. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
4. Identification of the issue(s) to be resolved and a statement of what relief is requested.
5. Arguments and authorities in support of the protest.
6. A statement that copies of the protest have been mailed or delivered to all interested parties in the solicitation process.

### PART 3 CONTENTS OF BID PACKAGE

3.01 The Bid Package consists of the following:

A. Bid Form and the following Attachments:

1. Attachment A – Subcontracting Workforce
2. Attachment B – Nepotism Statement
3. Attachment C – Non-Collusion Statement
4. Attachment D – Contractor Certificate of Non-Segregated Facilities
5. Attachment E – Contractor's HUD Section 3 Plan
6. Attachment F – Equal Employment Opportunity Certificate

B. Bid Bond Form with Power of Attorney

C. Additional Documentation, including:

1. Proof of Worker's Compensation Insurance
2. Current North Dakota Contractor's License
3. Current North Dakota Waste Hauler's Permit (MSW)
4. Hazardous Waste Disposal Plan



### 3.02 Instructions for Completing Bid Package

- A. General – The Bid Package must include all items listed in Part 3.01 and should be submitted with documents arranged in the order as shown in Part 3.01.
- B. Bid Form – The Bid Form must be fully completed and include Attachments A through F.
  - 1. Estimated Quantities – All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only: (a) as a basis for estimating the probable cost of the Work, and (b) for the purpose of comparing the Bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for the work will be in accordance with the appropriate category of work per unit price as listed in the Bid Form.
  - 2. Disposal Fees – Demolition debris shall be hauled to the City of Minot Landfill or other Waste Management Landfill in Sawyer and will be subject to a disposal fee. Other types of waste, including but not limited to, HHW, HTW, E-waste, ACM, etc. must be hauled to an appropriately permitted facility, such as McDaniel Landfill or other approved facility. All disposal fees will be paid for by the Contractor and included in the Contractor's bid price.
  - 3. Subcontracting Workforce – Bidders must complete Attachment A – Subconsulting Workforce and return it with the Bid Package.
  - 4. Nepotism Statement – Bidders must execute Attachment B – Nepotism Statement and return it with the Bid Package.
  - 5. Non-Collusion Statement – Bidders must execute Attachment C – Non-Collusion Statement and return it with the Bid Package.
  - 6. Contractor Certificate of Non-Segregated Facilities – Bidders must execute Attachment D – Contractor Certificate of Non-Segregated Facilities and return it with the Bid Package.
  - 7. Contractor's HUD Section 3 Plan – Bidders must execute Attachment E – Contractor's HUD Section 3 Plan and return it with Bid Package. If the Bid is selected for Award, Tables A and B (included in Section 00 73 00) shall be completed and submitted to the Program Administrator.
- C. Bid Bond
  - 1. Bidders must submit a Bid Bond in the amount of 5% of the bid made payable to the City of Minot, North Dakota. The Bid Bond must be submitted with Power of Attorney and be executed by the Principal and Surety.
  - 2. The Bid Bond will be returned to the respective Bidders within 10 days after the Contract is awarded.
- D. Additional Documentation
  - 1. Workers' Compensation Insurance – Bidders must submit proof of Workers' Compensation Insurance and Employer's Liability Insurance.



2. North Dakota Contractor's License – Bidders must submit a copy of their current applicable North Dakota Contractor's License.
3. North Dakota Waste Hauler's Permit – Bidders must submit a copy of their current North Dakota Waste Hauler's Permit (MSW).
4. Hazardous Waste Disposal Plan – Bidders must submit their Hazardous Waste Disposal Plan.

#### PART 4 DELIVERY OF BIDS

##### 4.01 Delivery of Bids

- A. Fully completed Bid Forms and additional required documentation must be placed in a sealed envelope. The envelope shall be plainly marked:

“2018 STRUCTURE DEMOLITION AND SITE RESTORATION – PROJECT #3755.6”

- B. Bids may be mailed or delivered to:

City Clerk  
515 2<sup>nd</sup> Avenue SW  
Minot, North Dakota 58701

- C. No bids will be accepted after the time set for Bid Opening.

END OF SECTION



SECTION 00 41 00

BID FORM  
for  
2018 Structure Demolition and Site Restoration  
City of Minot, ND

<b>Bidder's Full Legal Name (Business Entity or Individual) Name or Names, if Joint Venture)</b>	
<b>Trade Name (if Applicable)</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Telephone</b>	
<b>ND Contractors License Number</b>	
<b>Classification(s)</b>	
<b>ND Waste Hauler's Permit No. (MSW)</b>	

THIS BID IS SUBMITTED TO:

City Clerk  
515 2<sup>nd</sup> Avenue SW  
Minot, North Dakota 58701

**GENERAL STATEMENTS**

1. The Bidder understands that he/she is bidding on a Contract funded with Federal dollars and administered by the City of Minot, North Dakota. The Bidder understands that debarment by either the City of Minot or the Federal government will make him/her ineligible.
2. The Bidder understands that all work must be completed in accordance with CDBG program requirements, including Section 3.
3. Bidder hereby certifies that work performed will meet or exceed Federal, State, and Local regulations. Proposer understands that failure to meet or exceed applicable codes, standards, and specifications may results in debarment from future federally funded construction contracts.
4. The Bidder identified above, in compliance with your Advertisement for Bids, having examined the Bidding Documents and being familiar with all of the conditions surrounding the proposed project, including the availability of supervision, materials and labor, hereby proposes to furnish all supervision,



labor, materials, equipment, and supplies and to complete the project in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

5. Bidder hereby agrees to commence work under this contract within 48 hours of the date to be specified in the written "Notice to Proceed" from the Owner and to fully complete the work specified in the Contract Documents before December 31, 2018. The Contract may be extended for one optional period of an additional 30 days upon mutual agreement of the Owner and the Contractor. Exercising the option to extend the Contract shall be based on the need for continuing demolition and debris removal and must be put in writing between the Owner and the Contractor.
6. Bidder understands that at least 10% of project funds will be retained for 30 days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 10% retainage.
7. Bidder accepts all of the terms and conditions of the Bidding Documents. Bidder will sign the Agreement and submit the required Bonds and other documents required by the Bidding Documents within the specified timelines.
8. In submitting this Bid, Bidder makes all representations required by the Information for Bidders and Contract Documents and further warrants and represents that the Bidder has examined copies of all the Bid Documents, the Information for Bidders, and of the following Addenda (receipt of all which is hereby acknowledged):

No.	Dated	No.	Dated
No.	Dated	No.	Dated
No.	Dated	No.	Dated
No.	Dated	No.	Dated

9. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included with the Bidding Documents to perform all Work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and, Bonds, insurance and submittals; all as indicated or specified in the Bidding Documents.

#### **REPRESENTATIONS, WARRANTIES, AND CERTIFICATIONS**

10. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and other Bidding Documents, and further warrants and represents that:
  - (a) Bidder has familiarized himself with the Work required by the Bidding Documents, the locale where the Work is to be performed, local labor conditions and all laws, regulations, and other factors



affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work.

- (b) Bidder has given the Program Administrator written notice of the Bidding Documents requirements that might restrict competition or be ambiguous and the written resolution thereof by Program Administrator is acceptable to Bidder.
- (c) Bidder has given Program Administrator written notice of all conflicts, errors, or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by Program Administrator is acceptable to Bidder.
- (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- (e) Bidder employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for Bidder.
- (f) No part of the contract price received by Bidder was paid or will be paid to any persons, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with construction of the public building or project were in the regular course of their duties for Bidder.
- (g) Neither Bidder nor any member of his company has divulged information regarding said Bid or any data relative thereto to any other person, firm, or corporation.
- (h) Neither the Bidder nor any of its proposed Subcontractors at any tier is on the List of Parties Excluded from Federal Procurement of Non-Procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, 'Debarment and Suspension', as set for the at 2 CFR Part 2424 and 24 CFR Part 24.
- (i) All statements contained in said Bid are true and correct.
- (j) Bidder will use the Subcontractors listed in Attachment A of this Bid Form in performing the Work, and will use no other Subcontractors without prior approval of the Program Administrator.
- (k) The Bidder agrees that the Work shall be completed before December 31, 2018 as stipulated in the Bidding Documents. Failure to complete the work in the time allotted may result in liquidated damages as outlined in Part 26 of the General Conditions.
- (l) A Bid Bond with Power of Attorney in the amount of 5% of the Bid is attached and made a part of this Bid.



11. Bidder agrees to complete the Work for the Unit Prices included in the attached Bid Schedule. Bidder understands that all quantities shown in the Bid Schedule are to be used only: (a) as a basis for estimating the probable cost of the Work; and, (b) for the purpose of comparing the Bids submitted for the Work. The actual quantities of Work done and materials furnished under unit price items may differ from the estimated quantities.

**EXECUTION, DECLARATION OF AUTHORIZATION AND ACCURACY**

12. Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that I am authorized to submit the foregoing Bid on behalf of the identified Bidder (if the Bidder is a corporate or other business entity) or on my own behalf (if the Bidder is an individual), and the information presented in the foregoing Bid Form is true and correct.

Executed on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

<b>Signature of Individual or Representative</b>	
<b>Printed Name of Individual or Representative</b>	
<b>Title, if Person Executing is a Representative</b>	

END OF SECTION



**CITY OF MINOT, NORTH DAKOTA  
BID SCHEDULE  
2018 STRUCTURE DEMOLITION AND SITE RESTORATION**

ITEM	DESCRIPTION	UNITS	QUAN.	UNIT PRICE	EXTENDED	QUAN.	UNIT PRICE	EXTENDED
			CATEGORY A - C&D STRUCTURES			CATEGORY B - RACM STRUCTURES		
00001	Main Structure Removal, Single Story, Basement (1 to 499 sf under roof) Including Attached and Detached Structures	EACH	1	\$	\$	0	N/A	N/A
00002	Main Structure Removal, Multiple Story, Basement (1 to 499 sf under roof) Including Attached and Detached Structures	EACH	1	\$	\$	0	N/A	N/A
00003	Main Structure Removal, Single Story, Basement (500 to 999 sf under roof) Including Attached and Detached Structures	EACH	8	\$	\$	0	N/A	N/A
00004	Main Structure Removal, Multiple Story, Basement (500 to 999 sf under roof) Including Attached and Detached Structures	EACH	3	\$	\$	0	N/A	N/A
00005	Main Structure Removal, Single Story, Basement (1000 to 1499 sf under roof) Including Attached and Detached Structures	EACH	13	\$	\$	1	\$	\$
00006	Main Structure Removal, Multiple Story, Basement (1000 to 1499 sf under roof) Including Attached and Detached Structures	EACH	6	\$	\$	0	N/A	N/A
00007	Main Structure Removal, Single Story, Basement (1500 to 1999 sf under roof) Including Attached and Detached Structures	EACH	8	\$	\$	0	N/A	N/A
00008	Main Structure Removal, Multiple Story, Basement (1500 to 1999 sf under roof) Including Attached and Detached Structures	EACH	5	\$	\$	0	N/A	N/A
00009	Main Structure Removal, Single Story, Basement (2000 to 2499 sf under roof) Including Attached and Detached Structures	EACH	4	\$	\$	0	N/A	N/A
00010	Main Structure Removal, Multiple Story, Basement (2000 to 2499 sf under roof) Including Attached and Detached Structures	EACH	3	\$	\$	0	N/A	N/A



ITEM	DESCRIPTION	UNITS	QUAN.	UNIT PRICE	EXTENDED	QUAN.	UNIT PRICE	EXTENDED
			CATEGORY A - C&D STRUCTURES			CATEGORY B - RACM STRUCTURES		
00011	Main Structure Removal, Single Story, Basement (2500 to 2999 sf under roof) Including Attached and Detached Structures	EACH	2	\$	\$	0	N/A	N/A
00012	Main Structure Removal, Multiple Story, Basement (2500 to 2999 sf under roof) Including Attached and Detached Structures	EACH	1	\$	\$	0	N/A	N/A
00013	Main Structure Removal, Single Story, Basement (3000 to 3499 sf under roof) Including Attached and Detached Structures	EACH	1	\$	\$	0	N/A	N/A
00014	Main Structure Removal, Multiple Story, Basement (3000 to 3499 sf under roof) Including Attached and Detached Structures	EACH	1	\$	\$	0	N/A	N/A
00015	Main Structure Removal, Single Story, Basement (3500 to 3999 sf under roof) Including Attached and Detached Structures	EACH	1	\$	\$	0	N/A	N/A
00016	Main Structure Removal, Multiple Story, Basement (3500 to 3999 sf under roof) Including Attached and Detached Structures	EACH	1	\$	\$	0	N/A	N/A
00017	Main Structure Removal, Single Story, Basement (over 4000 sf under roof) Including Attached and Detached Structures	EACH	1	\$	\$	0	N/A	N/A
00018	Main Structure Removal, Multiple Story, Basement (over 4000 sf under roof) Including Attached and Detached Structures	EACH	1	\$	\$	0	N/A	N/A
		<b>Total Sites</b>	<b>61</b>	<b>Subtotal Item A</b>	<b>\$</b>	<b>1</b>	<b>Subtotal Item B</b>	<b>\$</b>
							<b>Total Items A &amp; B</b>	<b>\$</b>



## 2018 STRUCTURE DEMOLITION AND SITE RESTORATION

### CATEGORY C – VACANT LOTS (NO MAIN STRUCTURE)

ITEM	DESCRIPTION	UNITS	QUAN.	UNIT PRICE	EXTENDED C
			CATEGORY C - Concrete Removal		
00019	Basement Removal (1 to 1499 sf) including Detached Structures	EACH	22	\$	\$
00020	Basement Removal (1500 to 3000 sf) including Detached Structures	EACH	5	\$	\$
00021	Detached Structure Removal (1 to 999 sf under roof)	EACH	3	\$	\$
00022	Detached Structure Removal (1000 to 1999 sf under roof)	EACH	1	\$	\$
00023	Detached Structure Removal (2000 to 2999 sf under roof)	EACH	1	\$	\$
00024	Concrete Removal (0 to 99 sf)	EACH	15	\$	\$
00025	Concrete Removal (100 to 1499 sf)	EACH	17	\$	\$
00026	Concrete Removal (1500 to 2499 sf)	EACH	17	\$	\$
00027	Concrete Removal (2500 to 3999 sf)	EACH	4	\$	\$
00028	Concrete Removal (over 4000 sf)	EACH	1	\$	\$
		<b>Total Sites</b>	<b>49</b>	<b>Subtotal Item C</b>	



## 2018 STRUCTURE DEMOLITION AND SITE RESTORATION

### CATEGORY D – SUPPLEMENTAL BID ITEMS

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	EXTENDED
00029	Vehicle Removal and Disposal	EACH	1	\$	\$
00030	Vessel Removal and Disposal	EACH	1	\$	\$
00031	Asbestos Abatement - Floor Material	SF	9000	\$	\$
00032	Asbestos Abatement - Roofing Material	SF	300	\$	\$
00033	Asbestos Abatement - Ceiling Material	SF	13000	\$	\$
00034	Asbestos Abatement - Wall Material	SF	20000	\$	\$
00035	Asbestos Abatement – Misc. Duct Insulation	SF	400	\$	\$
00036	Asbestos Abatement – Attic/Wall Insulation	SF	500	\$	\$
00037	Asbestos Abatement - Flue Pipe	LF	30	\$	\$
00038	Asbestos Abatement – Underground Asbestos Pipe or Wrap	LF	9000	\$	\$
00039	Asbestos Abatement - Transite Siding	SF	1000	\$	\$
00040	Asbestos Abatement - Caulking and Window Glaze	Per Window	20	\$	\$
00041	Removal of Tree and Stump -greater than 8" and up to 36" Dia.	EACH	55	\$	\$



ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	EXTENDED
00042	Removal of Tree and Stump -greater than 36" Dia.	EACH	2	\$	\$
00043	Removal of Tree Hangers	All Per Tree	2	\$	\$
00044	Removal of Stump greater than 8" and up to 36" Dia.	EACH	100	\$	\$
00045	Removal of Stump greater than 36" Dia.	EACH	2	\$	\$
00046	Topsoil	CY	14000	\$	\$
00047	Borrow	CY	30000	\$	\$
00048	Site Seeding	EACH	110	\$	\$
00049	Fence Removal and Disposal	LF	5000	\$	\$
00050	Sanitary Sewer Service Lateral Disconnect, Cap and Removal from property line to Main	EACH	80	\$	\$
00051	Water Service Disconnect and Removal from Curb Stop to Main	EACH	80	\$	\$
00052	Concrete Saw Cut	LF	150	\$	\$
00053	Septic/Cistern Removal	EACH	20	\$	\$
00054	Water Well Abandonment	EACH	12	\$	\$
			<b>Subtotal Item D</b>		\$
<b>TOTAL BID PRICE FOR CATEGORIES A, B, C AND D</b>					



**ATTACHMENT A – SUBCONTRACTOR WORKFORCE:** Bidders are required to list all Subcontractors, Vendors, and Suppliers anticipated to be used in the Work for this Project. Include approximate percentages of subcontracted work for subcontractors designated as WBE or MBE. **Percentage of Work value and total cannot exceed 100%.** (Use additional sheets if necessary)

SUBCONTRACTOR/VENDOR/ SUPPLIERS	ADDRESS OF BUSINESS OR OWNER	TYPE OF WORK	TOTAL % OF WORK	WBE %	MBE %



**ATTACHMENT B  
NEPOTISM STATEMENT**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PROGRAM  
ADMINISTRATOR DEEMING YOUR BID “NON-RESPONSIVE”**

The Bidder or any officer, if the Bidder is other than an individual, shall state whether Bidder has a relationship, either by blood or marriage, with any official or employee of the City of Minot by completing the following:

If the Bidder is an individual:

\_\_\_\_\_ I am not related by blood or marriage to any official or employee of the City of Minot

\_\_\_\_\_ I am related by blood or marriage to the following official(s) or employee(s) of the City of Minot

Name and Title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

If the Bidder is **NOT** an individual:

\_\_\_\_\_ The officers of the company submitting this Bid or proposal are not related by blood or marriage to any official or employee of the City of Minot

\_\_\_\_\_ The officers of the company submitting this Bid are related by blood or marriage to the following official(s) or employee(s) of the City of Minot

Name and Title of Officer: \_\_\_\_\_

Employee and Title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_



**ATTACHMENT C  
NON-COLLUSION STATEMENT**

**THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP, OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS, OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.**

**CONTRACTOR** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**FAX** \_\_\_\_\_

**BIDDER (SIGNATURE)** \_\_\_\_\_

**BIDDER (PRINTED NAME)** \_\_\_\_\_

**POSITION WITH COMPANY** \_\_\_\_\_

**SIGNATURE OF COMPANY OFFICIAL  
AUTHORIZING THIS BID** \_\_\_\_\_

**COMPANY OFFICIAL (PRINTED NAME)** \_\_\_\_\_

**OFFICAL POSITION** \_\_\_\_\_



**ATTACHMENT D**  
**CONTRACTOR CERTIFICATION OF**  
**NON-SEGREGATED FACILITIES**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract
- (b) A written Section 3 Plan was prepared and submitted as part of the Bid proceedings
- (c) Tables A and B of Section 3 will be prepared and submitted upon receipt of the Award of Contract
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

\_\_\_\_\_  
Name and Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT E**  
**CONTRACTOR'S HUD SECTION 3 PLAN**



(Required if contract exceeds \$100,000)

**Section 3 Plan Format**

\_\_\_\_\_ agrees to implement the following specific affirmative  
(Name of Contractor)

action steps directed at increasing the utilization of lower income residents and businesses within the City of Minot, North Dakota.

- A. To ascertain from the locality's CDBG-DR program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing this Affirmative Action Plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, placing notices with the Minot Housing Authority, and community organizations and public or private institutions operating within or servicing the project area.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible, and if a vacancy exists.
- D. To insert this Section 3 Plan in all subcontractor documents, and to require all subcontractors to submit a Section 3 Plan, including utilization goals and the specific steps planned to accomplish these goals.
- E. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- F. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- G. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken. Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.
- H. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- I. To list on Table A information related to subcontracts to be awarded.
- J. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.



As officers and representatives of \_\_\_\_\_,  
(Name of Contractor)

We, the undersigned, have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



## ATTACHMENT F

### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

#### Equal Employment Opportunity Certification Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

Department of Veterans Affairs

OMB Control No. 2502-0029  
(exp. 7/31/2009)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided,** That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

form HUD-92010 (3/2006)  
VA form 28-421



upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Excerpt from HUD Regulations**

##### **200.410 Definition of term "applicant".**

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

##### **200.420 Equal Opportunity Clause to be included in contracts and subcontracts.**

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

##### **200.425 Modification in and exemptions from the regulations in this subpart.**

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

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VA form 26-421



## BID BOND

THE STATE OF NORTH DAKOTA

SURETY'S NO.

KNOWN BY ALL MEN PRESENT, THAT \_\_\_\_\_ of the  
City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_  
as Principal, \_\_\_\_\_ and \_\_\_\_\_, as Surety,

Are held and firmly bound unto the City of Minot, North Dakota, a home rule municipal corporation  
of Ward County, North Dakota, as Obligee, in the amount of:

(written amount)  
(\$ \_\_\_\_\_)

DOLLARS for payment whereof the said Principal and Surety bind themselves, and their heirs,  
administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee for:

NOW, THEREFORE, the condition of the obligation is such that if the Principal shall faithfully enter into  
such written contract, then this Bid Bond shall be void; otherwise, this Bid Bond shall remain in full force  
and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if the Principal withdraws its Bid any time after  
such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in  
securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and  
Payment Bonds (if required), the Obligee, in either of such events, shall be entitled and is hereby given the  
right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action is filed upon this Bond, venue shall lie in Ward County, State of  
North Dakota.



IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

NOTE: Attach Power of Attorney



SECTION 00 53 00

AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Minot, a municipal corporation in the County of Ward and the State of North Dakota, hereinafter referred to as the CITY; and, \_\_\_\_\_ hereinafter referred to as the CONTRACTOR, WITNESSETH:

THAT WHEREAS, the City Council of the City of Minot called for bids for:

**2018 STRUCTURE DEMOLITION AND SITE RESTORATION, #3755.6**

WHEREAS, the CITY purchased properties that were inundated during the 2011 Souris River Flood, and such properties were purchased with State of North Dakota funds, Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) funds, and Department of Housing and Urban Development National Disaster Resilience (NDR) funds.

WHEREAS, the CITY intends to demolish and dispose of the structures on these properties, and restore the sites in accordance with HUD regulatory requirements.

WHEREAS, the CITY has conducted a competitive sealed bids process to select a contractor to conduct the demolition and site restoration work.

WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_, the City Council, being in session, did determine that \_\_\_\_\_ was the lowest responsible bidder for the work herein specified and the City Council authorized and directed the Mayor and the City Clerk of the City of Minot to enter into a Contract with the CONTRACTOR for the completion of such work.

NOW, THEREFORE, the CONTRACTOR, in consideration of the premises and the agreements of the CITY, hereinafter set forth, does hereby agree to complete the work herein specified in accordance with the Contract Documents duly approved by the City Council and on file in the office of the City Clerk of the City of Minot, a copy of which the CONTRACTOR acknowledges to having received, and to complete such work herein provided in accordance also with its Bid and offer, which is as follows, to wit:

The CONTRACTOR further agrees to complete said work under the direction and supervision and subject to the approval of the City Program Administrator, or Program Administrator in charge of the project if consulting Program Administrators have been retained for this project.

The CONTRACTOR further agrees that the City Council of the CITY does hereby reserve the right, in case of improper work under this contract, to suspend work thereon at any time, and to re-let said Contract or to order rework of said work or any part thereof improperly done, and that any additional cost occasioned thereby shall be deducted from the amount that would otherwise have been due to the CONTRACTOR under his said Contract herein, and shall be charged against him. The CONTRACTOR further agrees that the work shall be completed no later than December 31, 2018 or any time extensions granted. This Contract shall be subject to liquidated damages of \$250.00 per property per day, per Part 26 of the General Conditions, charged against the contractor for each day past the completion date stated in the Contract or as amended by change order.



It is further understood and agreed by and between the CITY and the CONTRACTOR that the said Contract Documents herein referred to on file in the office of the City Clerk of the City of Minot, shall be considered to be and are hereby made a part of the Contract as fully and completely as though written herein at length and the CONTRACTOR acknowledges that he is fully informed as to the contents of the said Contract Documents herein referred to.

Final acceptance shall be deemed to be the date on which the City Council approves final payment.

It is further understood and agreed that upon the CONTRACTOR performing the work designated in this Contract, within the time therein provided, that the City Council of the CITY will from time to time, at its discretion, as the work progresses, pay to the CONTRACTOR upon the estimates made by the City Program Administrator of the amount already earned under this Contract on the said work, ninety percent (90%) of the amount shown by such estimate to have been earned in current funds from the \_\_\_\_\_ (amount of bid) and upon the full completion, and the approval of the same by the City Program Administrator of the City of Minot, and the City Manager, the CITY will pay the balance due therefore at the prices set forth in the Bid Schedule, hereinbefore recited in the manner hereinbefore set forth.

It is further understood and agreed that all of the work under this Contract shall be paid for only in current funds from the funds above mentioned, and the CITY shall in no case be liable on this or any other Contract for the completion of such work for any sum whatsoever to be paid by money raised by general taxation and that the CITY assumes and incurs no general liability under this contract.

The CONTRACTOR further undertakes and agrees that he will protect, indemnify and save harmless the CITY from any and all damages and liability whatsoever, on account of any accident or injury which may occur or be caused directly or indirectly to any one on account of the completion of said work by CONTRACTOR or by any excavations or obstructions which may be placed in the project area by the CONTRACTOR in connection with the work or otherwise. The CONTRACTOR further agrees to pay all taxes applicable to this work hereunder, keep all employees fully covered by Workers' Compensation Insurance, and pay all premiums promptly when due.

IN WITNESS WHEREOF, the CITY has caused this Contract to be executed by the Mayor in its name and countersigned and attested to by its City Clerk, and its corporate seal to be hereunto affixed, and the CONTRACTOR has hereunto caused this Contract to be executed by its officers thereunto duly authorized.

CITY OF MINOT

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Chuck Barney, Mayor

\_\_\_\_\_  
Kelly Matalka, City Clerk

ATTEST:

\_\_\_\_\_  
CONTRACTOR



## SECTION 00 72 00

### GENERAL CONDITIONS

#### PART 1 DEFINITIONS

1.01 The following are definitions found commonly in the City of Minot Standard Specifications:

- A. Contract Documents – The Contract Documents consist of the following documents: Notice to Bidders, Information for Bidders, General Conditions, Specifications, Appendices, and the Contract, including all additions, deletions, and modifications incorporated therein before execution of the Contract.
- B. Owner – The Owner is the City of Minot, North Dakota.
- C. Engineer – The Engineer is the City Engineer of Minot, North Dakota, or his authorized representative.
- D. Contractor – The Contractor is the Contractor named in the Contract.
- E. Bid – The Bid is the offer of a bidder to perform the work described in the Contract Documents when presented and submitted on the prescribed Bid Form, properly signed and guaranteed.
- F. Bid Guaranty – The Bid Guaranty is the bid bond and/or cashier's check that the bidder submits with the Bid as a guaranty that the bidder will enter into a Contract with the Owner for construction of the work, if awarded the Contract.
- G. Contract – The Contract is the agreement covering the performance of the work described in the Contract Documents.
- H. Performance Bond – The Performance Bond is the approved form of security furnished by the Contractor and their Surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.
- I. Payment Bond – The Payment Bond is the approved form of security furnished by the Contractor and their Surety as a guarantee of good faith on the part of the Contractor to pay all who have a direct contractual relationship with the Contractor or a Subcontractor who supplies labor or materials.
- J. Written Notice – Written Notice shall be considered as served when delivered in person, sent by registered mail, or by email to the Contractor at the address shown on the Contract or to the Contractor's Superintendent required under part 16.11 of these General Conditions.
- K. Specifications – Specifications shall mean the legal and procedural documents, General Conditions together with modifications thereof, and the Specification Sections included in the Contract Documents, with all addenda thereto.
- L. Program Administrator – The Program Administrator is as described in Section 00 21 13. The Program Administrator shall have the rights, duties, obligations, and protections set forth in the Contract Documents.



## PART 2 NOTICE TO PROCEED

- 2.01 The mailing or delivery of a copy of the executed Contract to the Contractor or authorized agent constitutes the "Notice to Proceed." The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such force as to secure the completion of the work within the time stated in the Contract Documents.

## PART 3 CONTRACTOR'S UNDERSTANDING

- 3.01 It is understood and agreed that the Contractor has by careful examination satisfied their self as to:
- A. The nature of the work.
  - B. Conformation of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work.
  - C. The General Conditions.
  - D. Local conditions.
  - E. All other matters which can in any way affect the work under this Contract.
- 3.02 No verbal agreement with any offer, agent, or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

## PART 4 SPECIFICATIONS

- 4.01 Discrepancies in Specifications – Any discrepancies found between the Specifications and site conditions or any errors or omissions in the Specifications shall be immediately reported to the Program Administrator, who shall promptly correct such error or omission in writing. Any work done by the Contractor after their discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.
- 4.02 Specifications at the Work Site – One completed set of all Specifications shall be maintained at the work site and shall be available to the Engineer or his representative at all times.

## PART 5 INSURANCE

- 5.01 The Contractor shall not commence work under this Contract until they have obtained the insurance required under this paragraph and filed with the City Auditor necessary insurance certificates and such insurance has been approved by the Owner. The Contractor shall not permit any Subcontractor to commence work on their sub-contract until the insurance required of the Subcontractor has been obtained and approved. The Contractor shall provide certification of the following insurance coverages:
- A. Workers' Compensation and Employer's Liability Insurance secured and maintained as required by the State of North Dakota.
  - B. Public Liability, Bodily Injury, and Property Damage
    - 1. Per Accident \$1,000,000 Injury of one or more persons, and/or property damage.



C. Automobile and Truck Public Liability, Bodily Injury, and Property Damage

1. Per Accident \$1,000,000 Injury of one or more persons, and/or property damage.

PART 6 PERMITS

- 6.01 All permits and licenses necessary for the execution of the work, as specified, shall be secured and paid for by the Contractor. The Contractor shall be responsible for determining what licenses and permits are necessary to perform under the contract. Copies of all permits shall be submitted to the Engineer prior to commencement of work under any and all Work Orders. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any Subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Owner.

PART 7 LAWS TO BE OBSERVED

- 7.01 The Contractor is responsible for complying with all Federal, State, and Local laws, ordinances, rules, and regulations governing the performance of the work required by these Contract Documents.
- 7.02 The Contractor is responsible for payments of all fees, licenses, certifications, forms, and related costs for compliance with all applicable regulations. Copies of all permits, licenses, certifications, and accreditations must be provided to the Engineer prior to the start of work.

PART 8 INDEMNITY

- 8.01 The Contractor shall indemnify and save harmless the Owner, its elected officials, agencies, boards and commissions, employees, representatives, Engineer, servants and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability as a result of the actions or inactions by the Contractor, its employees, representatives, and/or Sub-Contractors in the performance of work under this contract and further from claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by such regulatory authorities.

PART 9 PROTECTION OF WORK

- 9.01 The Contractor shall, at their own expense, erect and maintain adequate signing, barricades, and warning lights and take all necessary precautions for the protection of the work and the safety of the public.
  - A. All barricades and obstructions shall be protected at night by signal lights which shall be lighted from sunset to sunrise.
  - B. The name and telephone number of the Contractor shall appear on all barricades set by them.
- 9.02 The Contractor will, at all times until its completion and final acceptance, protect their work, apparatus, and material from accidental or other damage and shall make good any damages thus occurring, at their own expense.



## PART 10 PROTECTION OF EXISTING UTILITIES

- 10.01 The Contractor shall locate, with the aid of a City Inspector, all utilities before execution of the work at any site.
- 10.02 Damage to utilities not specified for capping or removal as part of the execution of the work shall be repaired by the Contractor at their expense.

## PART 11 PUBLIC SAFETY AND CONVENIENCE

- 11.01 The Contractor shall at all times so conduct their work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer.
- 11.02 No road or street shall be closed to the public except with the permission of the Engineer.
- 11.03 Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times.
- 11.04 Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, storm sewer inlets, and drainage ditches, which shall not be obstructed except as approved by the Engineer.

## PART 12 ACCIDENTS

- 12.01 The Contractor shall provide, at each site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work.
- 12.02 The Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work; which caused death, personal injury, or property damages, giving full details and statements of witnesses. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Engineer and the Owner.

## PART 13 ASSIGNMENT OF CONTRACT

- 13.01 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of their right, title or interest therein, or their obligation there under, without written consent of the Owner.

## PART 14 SUBCONTRACTS

- 14.01 The Contractor shall submit, in writing to the Owner for approval of the Engineer, the names of any Subcontractors proposed for the work with their Bid. Subcontractors may not be changed except at the request or with the approval of the Engineer.
- 14.02 The Contractor shall remain responsible to the Owner for the acts and omissions of their Subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor by the terms of the Contract Documents.



## PART 15 RIGHTS OF VARIOUS INTERESTS

- 15.01 Wherever work being done by the Owner's employees or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.

## PART 16 CONTRACTOR'S RESPONSIBILITY

- 16.01 The Contractor shall execute the work and provide all labor, materials, and equipment needed for the conduct of the work in strict conformance with the Contract Documents. The Contractor shall provide sufficient management, administration, supervision, and safety and quality controls to assure the safety, quality, completeness, and timely progress of the work. The Contractor is cautioned to provide its own personnel to provide the above functions and not the personnel of its Subcontractors. The Prime Contractor is limited to two tiers of Subcontractors below its company.
- 16.02 The Contractor shall have the financial ability to fund the project and pay Subcontractors and suppliers on a timely basis until such time that the Contractor receives payment from the Owner.
- 16.03 The Contractor shall have charge of and be responsible for the work under this Contract until the completion, and any imperfect or unfaithful work which may be discovered any time before the final acceptance of work embraced in this Contract shall be corrected immediately upon request of the Owner or Engineer.
- 16.04 The Contractor shall provide and pay for all materials, labor, mechanics for labor, tools, equipment, equipment rental, water, light, power, transportation, superintendents, temporary construction of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. The Contractor shall provide all labor and materials to fully operate and maintain all equipment required to execute, complete, and deliver the work within the specified time.
- 16.05 The Contractor shall maintain a work force on site each workday, except during inclement weather, during the Contract period until the project is completed. Any work days not worked will be taken into account on any Request for Extension of Time for Completion and/or assessment of liquidated damages.
- 16.06 The Contractor shall proceed at a rate that will result in completing the work in a timely manner. Not providing stable crew counts after mobilization can be grounds for default.
- 16.07 The Contractor shall not move from one site to another site without prior approval from the Engineer.
- 16.08 The Contractor shall work during daylight hours, for a maximum of 12 hours per day, Monday through Saturday or as directed by the Engineer in coordination with the Owner.
- 16.09 The Contractor shall only conduct debris removal, transportation, and disposal activities from 7:00 a.m. to 5:30 p.m. on Monday thru Saturday, as these are the hours which the City of Minot's landfill operates. Any and all trucks shall be at the landfill by 5:00 PM for waste disposal. No trucks will be permitted after 5:00 PM. The contractor and any subcontractors shall be licensed waste haulers with the North Dakota Department of Health.
- 16.10 The Contractor shall provide a qualified superintendent for each work site during the execution of the work at that site. The superintendent will be acceptable to the Engineer, and shall be maintained



on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. The superintendent shall be responsible for implementing the Contractor's Safety Plan. The Contractor shall remove from the project any superintendent unsatisfactory to the Engineer.

- 16.11 The Contractor shall submit an organization chart within five days of receipt of Notice of Award. The Organization Chart shall illustrate the Contractor's organization with names, roles, and responsibilities.
- 16.12 The Contractor shall, when requested by the Engineer, dismiss any foreman or workman employed by the Contractor, who in the opinion of the Engineer, does not perform their work in a skillful manner, or appears to be incompetent or incorrigible, and such persons shall not again be permitted to return to the work without the written consent of the Engineer.
- 16.13 The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract
- 16.14 The Contractor is solely responsible for compliance with all local, state, and federal regulations regarding health and safety, including, but not limited to: OSHA, NDDH, EPA, DOTD, and other applicable requirements.
- 16.15 The Contractor will conduct the work so as not to interfere with other disaster response and recovery activities of federal, state, and local governments or agencies or any public utilities.
- 16.16 The Contractor shall notify the Engineer by 4:00 p.m. each day of the number of crews that will be working the following day for the purpose of scheduling Owner personnel assigned to Contractor's crews.
- 16.17 The Contractor shall plan the work to minimize the impact on the neighborhood.
- 16.18 The Contractor shall confine all operations, including storage of equipment and materials, to areas approved by the Owner. Any land and access thereto that may be required for temporary facilities or for storage of equipment and/or materials shall be provided by the Contractor with no liability to the Owner.
- 16.19 The Contractor shall, at their own expense, protect by falsework, braces, shoring or other effective means, all buildings, walls, fences, and other property along their line of work or affected directly by their work, against all damage and shall repair or repay the injured owners for such damage.
- 16.20 The Contractor shall exercise due care to minimize any damages to trees and general property. Any damage to private or public property shall be repaired at the Contractor's expense.
- 16.21 The Contractor shall repair any damage caused by the Contractor in a timely manner. All damage repairs shall be made to the satisfaction of the Engineer. All repairs to public property shall be made in accordance with the Owner's standards. If the Owner's standard does not exist, Engineer will establish, with the Owner, standards for repairs.
- 16.22 The Contractor shall respond to damage claims within three (3) days upon receipt of same and shall settle valid claims within 10 days. Owner shall have final authority over damage assessment and



dispute resolution. Payment to the Contractor may be withheld if repairs are not made within 10 days of notification of property damage.

- 16.23 The Contractor must keep all streets, alleys, and sidewalks as free from material and debris as the character of the Work will permit. The Contractor shall remove from the streets, by sweeping or other method, all dirt, mud, nails, glass and debris resulting from its operations.
- 16.24 The Contractor shall remove and replace existing signs of any type that interfere with the work at no cost to the Owner, unless otherwise noted.
- 16.25 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall prepare and submit a Traffic Control Plan to the Engineer at least three (3) days prior to commencement of the work. The City of Minot Traffic Division may be available to the Contractor to determine signing requirements. However, any assistance provided by the Traffic Division shall in no way relieve the Contractor of their responsibility to provide proper traffic control pursuant to the Manual on Uniform Traffic Control Devices, part VI, US Department of Transportation, Federal Highway Administration, 2009, as revised or as adopted.
- 16.26 The Contractor shall provide for all required traffic control devices. All equipment and devices must be in place before any work commences in the area affected by the Traffic Control Plan.
- 16.27 Upon termination or completion of this Contract, the Contractor shall vacate and remove, or cause to be vacated or removed, all property belonging to Contractor, any Subcontractor, agent or employee. The Owner will deem any property not removed as abandoned and any cost incurred by the Owner in disposal of same shall be withheld from any final payment due.

#### PART 17 ENGINEER'S RESPONSIBILITY AND AUTHORITY

- 17.01 The Engineer will require, on the Owner's behalf, that the work be performed by the Contractor in accordance with the Contract Documents.
- 17.02 The Engineer shall also have authority, on behalf of the Owner, to require the proper prosecution of the work to the extent that the forces of labor may be increased or decreased by his order to insure the execution of the Contract in the time and manner prescribed.
- 17.03 The Engineer shall, within a reasonable time after presentation, make decisions in writing on any claims between the Contractor and Owner. The Engineer's decisions shall be regarded as final.

#### PART 18 MONITORING AND INSPECTION OF WORK

- 18.01 During the progress of the work, it shall be subject to the monitoring and inspection of the Engineer, and the Contractor shall afford every reasonable facility and assistance to the Engineer to make such inspection thorough and intelligent.
- 18.02 The fact that the Engineer, or the Engineer's inspector(s) or monitor(s) are at the work site shall not be taken as an acceptance of the Contractor's work or any part of it. The Contractor shall notify the Engineer upon completion of their work at each site and the work shall be given final inspection and test by the Engineer. If the work is acceptable and complies with the intent of the Contract Documents, the Engineer will recommend that the Owner accept the work at that work site.
- 18.03 Monitors and/or inspections may be stationed on the work sites to report to the Engineer as to the progress of the work, the manner in which it is being performed, and also to report whenever it



appears that work performed by the Contractor fails to fulfill the requirements of the Contract Documents.

- 18.04 The monitor or inspector may direct the attention of the Contractor to such failure or infringement, but such inspection shall not relieve the Contractor from any obligations to execute the work so that it is satisfactory in every particular.
- 18.05 In case of any dispute arising between the monitor or inspector and the Contractor as to the manner of performing the work, the monitor or inspector shall have the authority to suspend the work until the questions and issue can be referred to and decided by the Engineer.
- 18.06 Monitors or inspectors are not authorized to revoke, alter, enlarge, relay, or release any requirements of these Contract Documents, or to issue instructions contrary to the specifications. Monitors or inspectors shall in no case act as management of the work by the Contractor

#### PART 19 CONFORMITY WITH CONTRACT DOCUMENTS

- 19.01 Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Engineer, and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.
- 19.02 In the event the Engineer finds the work performed not in conformity with the Contract Documents, but that the portion of the work affected will, in his opinion, result in the work having a level of safety, economy, durability, conformance with applicable laws, ordinances, rules and regulations, and workmanship acceptable to the Owner, he will advise the Owner of his determination that the affected work be accepted and remain in place. In this event, the Engineer will document his determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his opinion, needed.
- 19.03 The acceptance by the Owner of the Engineer's recommendation with respect to the adjustment in the Contract price shall constitute final determination of said adjustment. Thereafter, the changes in contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

#### PART 20 SUSPENSION OF WORK

- 20.01 The Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods, as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of work, or failure on the part of the Contractor to carry out the provisions of the Contract Documents. The Contractor shall not suspend operation without the Engineer's permission.

#### PART 21 OWNER'S RIGHT TO CORRECT DEFICIENCIES

- 21.01 If the Contractor neglects to prosecute the work properly or fails to perform any provision of this Contract, the Owner may, after three (3) days written notice to the Contractor without prejudice to



any other remedy he may have, correct such deficiencies and deduct the cost thereof from the payment then or thereafter due the Contractor.

## PART 22      TERMINATION OF CONTRACT

- 22.01      The Owner reserves the right to terminate the Contract without cause at any time.
- 22.02      In the event of default by the Contractor, the Owner shall have the right to terminate the employment of the Contractor after giving seven (7) days written notice of termination to the Contractor in the event of any default by the Contractor and upon receiving written notice from the Engineer certifying cause for such action.
- 22.03      In the event of such termination, the Owner may take possession of the work and of all materials, tools, and equipment thereon and may finish the work by whatever method and means he may select.
- 22.04      In such a case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.
- 22.05      It shall be considered default by the Contractor whenever they shall:
- A.      Undergo voluntary or involuntary bankruptcy, become insolvent, or assign his assets for the benefit of his creditor.
  - B.      Disregard or violate important provisions of the Contract Documents or Engineer's instructions, or fail to prosecute the work according to the agreed schedule of completion, including extensions thereof.
  - C.      Fail to provide qualified superintendents, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.
- 22.06      At the termination of this Contract, or in the case of annulment of the Contract before completion, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of their equipment and supplies from the property of the Owner. Should the Contractor fail to remove such equipment and supplies, the Owner shall have the right to remove them at the Contractor's expense.

## PART 23      CHANGES IN THE WORK

- 23.01      The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the Contract.
- 23.02      Compensation and time of completion affected by the changes shall be adjusted at the time of ordering such changes. The value of such changes shall be determined by unit prices named in the Contract.
- 23.03      If any work should be required for which no unit price for the supplying of material or the performance of such work is provided in the proposal, it shall be classified as Extra Work.



- 23.04 For any Extra Work required, the Engineer and the Contractor shall first attempt to negotiate a price by written change order.
- A. The Engineer shall determine any and all quantities of materials necessary to accomplish the Extra Work.
  - B. The Contractor shall provide to the Engineer written quotes from suppliers for the price of materials, an estimate of labor-hours needed to perform the work together with wage and employee benefits information, and an estimate of hours for equipment to be used with rates to be charged for such equipment. The Contractor will be allowed to add 15 Percent to the total cost of the previous items.
  - C. For any Extra Work performed by a Subcontractor with the written authorization of the Engineer, the Contractor will receive an additional allowance for administrative and overhead expense. The additional allowance will be 10 percent of the Subcontractor's quote for the Extra Work.
  - D. When the Engineer and Contractor determine a special service or item of work cannot be performed by the Contractor or authorized Subcontractors, the service or Extra Work item may be performed by a specialist. Invoices for such work may be accepted on the basis of current market price without complete itemization of labor, material, and equipment cost when it is not practicable and not according to the established practice of the special service industry to provide such complete itemization. To compensate the Contractor for administrative and overhead costs, an allowance will be added to the specialty work invoice equal to 10%.
  - E. The Engineer and Contractor shall then negotiate a change order price and the written change order shall be prepared by the Engineer. If the price negotiated and agreed upon exceeds \$10,000 or 10% of the original contract amount, whichever is greater, the change order must be approved by the City Engineer and the City Manager.
  - F. No Extra Work covered by any change order shall be done by the Contractor without a valid change order. However, the Contractor may be allowed to proceed with Extra Work without formal change order approval if, in the opinion of the Engineer, the immediate commencement of the Extra Work will relieve a situation of hazard, or substantial inconvenience to the public. A change order shall be prepared thereafter.
  - G. The Owner has the right to audit the Contractor's record with respect to Extra Work done by change order.

#### PART 24 DEDUCTION FOR UNCORRECTED WORK

- 24.01 If the Engineer deems it inexpedient to correct work not in accordance with the Contract Documents, and equitable deduction from the contract price shall be made thereof.

#### PART 25 EXTENSION OF CONTRACT TIME

- 25.01 A delay beyond the Contractor's control occasioned by an Act of God, or Act or omission on the part of the Owner or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of



time in which to complete the work as determined by the Engineer; provided, however, that the Contractor shall give written notice to the Engineer within 24 hours of the cause of such delay.

- 25.02 The granting of any extension of contract time shall not be the basis for any claim for extra costs incurred by the Contractor.

#### PART 26 LIQUIDATED DAMAGES

- 26.01 This Contract shall be subject to liquidated damages charged against the contractor for each day past the completion date stated in the Contract or as amended by change order. Liquidated damages will be in the amount of \$250.00 per property per calendar day an assigned property has not reached substantial completion.

#### PART 27 FINAL ACCEPTANCE OF THE WORK

- 27.01 The Contractor, Engineer, and the Owner's representative shall perform a project walkthrough before any work is considered final and ready for acceptance by the Owner.
- 27.02 Deficiencies in work will be documented by the Engineer or Owner. Once the deficiencies are corrected, the Contractor will notify the Engineer and a final project walkthrough with the Contractor, Engineer, and Owner's representative will be performed. If no other issues are found, the Work shall be considered final.

#### PART 28 RELEASE OF LIENS

- 28.01 The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentages or before the final payment is paid. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

#### PART 29 PROGRESS PAYMENTS

- 29.01 Request for payments shall be made weekly with load tickets, certifications and back up documentation attached. All load tickets must be legible. If the load ticket is illegible, the ticket will be disqualified for payment. The Contractor shall submit with the invoice an electronic spreadsheet. Contractor shall work with Engineer to establish formats to be submitted.
- 29.02 Contractor shall pay all subcontractors in a timely manner. Contractor shall submit with the application for payment, affidavits attesting that all subcontractors have been paid for work performed and accepted. Contractor shall submit to the CDA copies of lien waivers with application for payment.
- 29.03 Progress payments in the amount of 90 Percent of the requests for payment will be made to the Contractor monthly upon approval of the Engineer and the Owner. The Owner may at times reserve and retain out of said payments all sums it may be authorized to reserve or retain.

#### PART 30 MEASUREMENT OF QUANTITIES

- 30.01 The quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer, or authorized representative, and these measurements shall be final and binding.



- 30.02 All work completed under the Contract shall be measured by the Engineer as provided in the specifications.

#### PART 31 FINAL PAYMENT

- 31.01 The Engineer will, as soon as practicable after the completion and final acceptance of the Work, make a final estimate of the amount of work done under the Contract. This estimate shall be based on measurements made by the Engineer, and based on unit prices in the Proposal plus all approved additions less all approved deductions and less previous payments made.

#### PART 32 GUARANTEE

- 32.01 The Contractor guarantees all work constructed under the Contract for a period of two (2) years from the date of final acceptance against defects in workmanship. The Contractor shall bear the entire cost and expense of all repairs which may, from any imperfection in work become necessary within that time.
- 32.02 If at any time within the period of guarantee, any of the work included in the guarantee shall, in the judgment of the Engineer, require any repair or reconstruction, he shall notify the Contractor to make the repairs required. Upon receipt of the notice, the Contractor shall proceed with such repairs and shall complete the same within a reasonable time.
- 32.03 If the Contractor shall neglect or fail to proceed with the repairs within twenty (20) days or if, in the opinion of the Engineer, the repairs do not admit of sufficient delay to issue said notice and to await the action of the Contractor, then the Owner shall have the right to cause such repairs to be made and the cost shall be paid by the Contractor. The liability of the bond given to secure the faithful performance of the Contract shall continue during the full guarantee period.
- 32.04 At the expiration of the guarantee period, the Contractor and their surety shall be released from further obligation under this Contract, providing the Engineer will certify to the Owner that the work performed under this Contract is in good and proper condition at the time.

END OF SECTION



## SECTION 00 73 00

### SUPPLEMENTARY GENERAL CONDITIONS

#### PART 1 RULES AND REGULATIONS SPECIFIC TO CDBG FUNDED PROJECTS

1.01 CDBG Compliance Provisions – The Structure Demolition and Site Restoration Agreement will be subject to the following liens, rules, and regulations, as the same may be amended from time to time.

- A. Provisions Required by Law Deemed Inserted – Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- B. Flood Disaster Protection – This is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this Contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201 (d) of said Act; and the use of any assistance provided under this Contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

- C. Section 503 of the Rehabilitation Act of 1973 (29 USC 793) – Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.



Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the City of Minot, provided by or through the Program Administrator. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

- D. Age Discrimination Act of 1975 – Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
- E. Discrimination Due to Beliefs – No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.
- F. Certification of Non-Segregated Facilities – By the submission of this Proposal, the Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local customs or any other reason.

Contractor further agrees that (except where he has obtained identical certifications from proposed Subcontractors and material Suppliers for specific time periods), he will obtain identical certifications from proposed Subcontractors or material Suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.



- G. Housing and Urban Development Section 3 Workforce and Business Concerns – The work to be performed under this Contract is on a project assisted basis under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements. A Contractor/Subcontractor Section 3 Plan format is attached (Attachment IX-N) and must be completed for all contracts and subcontracts expected to exceed \$100,000.

The Contractor will send to each labor organization or representative of workers with which he has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

A Section 3 Business:

1. Is at least 51 percent or more owned by Section 3 residents; or,
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three (3) years of the date of first employment with the business concern were Section 3 residents; or,
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

Section 3 Residents are:

1. Public housing residents; or,
2. Low and very-low income persons who live in the metropolitan area or Non-Metropolitan County where a HUD-assisted project for housing or community development is located.

- H. Drug Free Workplace – Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 24 CFR Part 21.
- I. Protection of Lives and Health – Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518) Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 7, 1971, Title 29 – LABOR, shall be observed and Contractor



shall take or cause to be taken, such additional safety and health measures as the City may determine to be reasonably necessary.

- J. Danger Signals and Safety Devices – Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case Contractor fails or neglects to take such precautions, the City may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the City does not relieve the Contractor of any liability incurred under these specifications or contract.
- K. Lead Based Paint Hazards – The reconstruction and rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and its Subcontractors shall comply with the provisions for the elimination and reduction of lead-based paint hazards under Subpart B of said regulations.
- L. Asbestos – Contractor shall be aware of the possibility that asbestos containing materials (ACM) may be present in existing structures and will be responsible to take appropriate measure to insure worker safety and adhere to any state, local, or federal requirements.
- M. Use of Explosives – When the use of explosives is necessary for the prosecution of the work, Contractor shall observe all local, state and federal laws in purchasing and handling explosives. Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the City or Program Administrator or their delegates does not in any way reduce the responsibility of Contractor or his Surety for damages that may be caused by such use.
- N. Compliance with Air and Water Acts – Contractor and all of its Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the City, the following:

1. A stipulation by Contractor or its Subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
2. Agreement by Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.



3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
  4. Agreement by Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.
- O. Energy Efficiency – Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- P. Access to Records, Maintenance of Records – The City of Minot and the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

All records required by 24 CFR 570.506 that are pertinent to the activities funded under this Contract shall be maintained in a central location by Contractor and will be maintained for a period of five (5) years from closeout of the grant from which this Contract is funded.

- Q. Copyright – No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the City and all such rights shall belong to the City.
- R. Confidential Findings – All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the City.
- S. Conflict of Interest – No member, officer, or employee of the City or the local jurisdiction of this Contract, or agent, consultant, or member of the governing body of the City or the local jurisdiction of this Contract, or other public official who exercises or has exercised any functions or responsibilities with respect to this Contract during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Contract or in any activity or benefit with regard to the Contract.

Contractor shall cause to be incorporated in all contracts and/or subcontracts the foregoing provision regarding conflicts of interest.

No member of or delegate to Congress, or City employee, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation.

If a person receiving assistance under this Program does in fact have a conflict of interest as discussed herein, such conflict will be fully disclosed in writing to the City and addressed under applicable law.



Pursuant to the City of Minot's Conflict of Interest Policy and the Department of Housing and Urban Development (HUD) regulations, any individual or entity seeking CDBG funds for any activity in which they or related individuals or organizations have an interest must disclose that interest when applying for CDBG funding. Once the conflict of interest has been disclosed, HUD is authorized to determine whether an exception may be granted. 24 CFR 570.489 (h) (5). Additionally, once the conflict of interest has been disclosed, the individual must recuse themselves from any municipal governmental actions or decisions to be taken that would further that individual's interest, or interest of related individuals or organizations, in gaining benefit from the CDBG funds.

- T. Interest of Contractor – Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance or services hereunder. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- U. Political Activity – Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
- V. Lobbying – Contractor certified, to the best of its knowledge and belief that:
1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- W. Personnel – Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.
- X. Hiring of Illegal Aliens – The hiring of illegal aliens is prohibited under Federal Labor Laws.
- Y. Anti-Kickback Rules – Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any



account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 2760). Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by the Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

- Z. Patents – Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract including its use by the City, unless otherwise specifically stipulated in the Contract.

License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the City must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the City and not by or through the Contractor.

If Contractor uses any design, device or materials covered by letters, patent or copyright, it shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the Work. Contractor and/or his Sureties shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

- AA. Debarment, Suspension, and Ineligibility – Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).
- BB. Subcontracts: Contractor shall not enter into any subcontract with any Subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of North Dakota.

Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor’s Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractor to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.



- CC. Assignability – Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City provided that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- DD. Termination for Unavailable Funding – The continuation of this Contract is contingent upon the appropriation and release of sufficient funds to the City of Minot to fulfill the requirements of this Contract. Failure of the appropriate authorities to approve and provide an adequate budget to the City of Minot for fulfillment of the Contract terms shall constitute reason for termination of the Contract by either Party. Contractor shall be paid for all authorized services properly performed prior to termination.
- EE. Breach of Contract Terms – Any violation or breach of any of the terms of this Contract on the part of Contractor or the Contractor's Subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- FF. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations at 29 CFR part 5 (construction contracts awarded by Recipients and subrecipients in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

## PART 2 FORMS USED DURING CONSTRUCTION

- 2.01 Forms Used During Construction – This Contract will require the Contractor to complete various forms including lien waivers, payment requests, and progress summary reports. Samples of those forms follow this section. These forms should be considered as samples as they may be modified somewhat for use under the Agreement. These may not be the only forms required for work for this Project and it will be the Contractor's responsibility to complete any additional paperwork required under the Program at no additional cost.

### ATTACHMENT II - SAMPLE CONTRACTOR FORMS USED DURING CONSTRUCTION

Attachment II-A	Payment Bond Form
Attachment II-B	Performance Bond Form
Attachment II-C	Final Lien Waiver Affidavit by Contractor
Attachment II-D	Interim Lien Waiver Affidavit by Contractor
Attachment II-E	Final Lien Waiver Affidavit by Subcontractor
Attachment II-F	Interim Lien Waiver Affidavit by Subcontractor
Attachment II-G	Contractor's Payment Request
Attachment II-H	Contractor's Certification of Final Payment
Attachment II-I	Weekly Progress Summary Report
Attachment II-J	HUD Section 3 Plan – Table A
Attachment II-K	HUD Section 3 Plan – Table B
Attachment II-L	Work Order Form



- 2.02 Work Order Form – Prior to initiation of any work at each site, the Contractor will receive a Work Order from the Engineer detailing the expected scope of work for the site. The Contractor and Engineer must agree with the contents of the Work Order and execute the Work Order prior to the start of the Work at the site. An example Work Order Form is included at Attachment II-L to this section.

### PART 3 NORTH DAKOTA DEPARTMENT OF HEALTH REGULATIONS

- 3.01 NDDH Regulations – It is the Contractors’ responsibility to know and follow all Local, State, and Federal laws and regulations pertaining to this project. The attachments herein are highlighted as important examples of the many regulatory requirements the Contractor must know and adhere to throughout the duration of this project to be in full regulatory and contractual compliance.

#### ATTACHMENT III – HIGHLIGHTED EXAMPLES OF NDDH REGULATORY REQUIREMENTS

Attachment III-A	Asbestos Regulations Pertaining to Demolition and Renovation Projects of Facilities
Attachment III-B	Water Well Contractors



## ATTACHMENT II-A

### PAYMENT BOND

THE STATE OF NORTH DAKOTA  
SURETY'S NO.

KNOWN BY ALL MEN PRESENT, THAT \_\_\_\_\_ of the  
City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as  
Surety, are held and firmly bound unto the City of Minot, North Dakota, a home rule municipal corporation  
of Ward County, North Dakota, as Obligee, in the amount of:

\_\_\_\_\_ (written amount);  
(\$ \_\_\_\_\_), DOLLARS for payment whereof the said Principal and Surety bind  
themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 2018 for:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Which Contract is hereby referred to and made part hereof as fully and to the same extent as if copied at  
length herein.

NOW, THEREFORE, the condition of the obligation is that if the Principal shall pay all claimants supplying  
labor and material to Principal or a subcontractor in the prosecution of the work provided for in said contract,  
then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

PROVIDED, further that if any legal action is filed upon this Bond, venue shall lie in Ward County, State of  
North Dakota.

SURETY, for value received, stipulated and agrees that no change, extension of time, alteration or addition  
to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings  
accompanying the same, or any assignment of the contract as may be provided for in the Contract  
Documents, shall in any way affect its obligation on this Bond and does waive notice of any such change,  
extension of time, alteration or additions to the terms of the Contract, assignment thereof, or the work  
performed thereunder.



IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

NOTE: Attach Power of Attorney



**ATTACHMENT II-B**

**PERFORMANCE BOND**

THE STATE OF NORTH DAKOTA  
SURETY'S NO.

KNOWN BY ALL MEN PRESENT, THAT \_\_\_\_\_ as  
Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the  
City of Minot, North Dakota, a home rule municipal corporation of Ward County, North Dakota, as Oblige, in the amount of:

\_\_\_\_\_(written amount);  
(\$ \_\_\_\_\_), DOLLARS for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid to enter a certain written contract with the Oblige for:

---

---

---

---

Specifically included in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the Contract Documents, which Contract is referred to and made a part hereof as fully and to the same extent as if copied at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidders, general and special conditions, and other contract documents including any addenda, then this performance bond shall be void; otherwise, this performance remain in full force and effect.

PROVIDED, further that if any legal action to be filed upon the Bond, venue shall lie in Ward County, State of North Dakota.

SURETY, for value received, stipulated and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, or any assignment of the contract as may be provided for in the Contract Documents, shall in any way affect its obligation on this Bond and does waive notice of any such change, extension of time, alteration or additions to the terms of the contract, assignment thereof, or the work performed.



IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

NOTE: Attach Power of Attorney



## ATTACHMENT II-C

### FINAL LIEN WAIVER AFFIDAVIT BY CONTRACTOR

\_\_\_\_\_ has furnished or will furnish certain labor, materials, or equipment on the \_\_\_\_\_ Project at [fill in address] \_\_\_\_\_ (the "Project"). In

consideration of the sum total of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind (whether billed or unbilled), against: (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and, (d) the surety or sureties of the Owner.

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-referenced Project.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Name of Contractor Company: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### Notary's Acknowledgement

Before me, the undersigned, on this day personally appeared \_\_\_\_\_, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(Seal)

\_\_\_\_\_  
Notary Public, State of North Dakota

My commission expires \_\_\_\_\_



## ATTACHMENT II-D

### INTERIM LIEN WAIVER AFFIDAVIT BY CONTRACTOR

\_\_\_\_\_ has furnished or will furnish certain labor, materials, or equipment on the \_\_\_\_\_ Project at [fill in address] \_\_\_\_\_ (the "Project"). In consideration of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective upon the Owner making payment on the Application for Payment dated \_\_\_\_\_, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind, against: (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and, (d) the surety or sureties of the Owner, for anything whatsoever related to the Project (whether billed or unbilled) through the date hereof, except those claims listed as follows:

Retainage in the amount shown on the Application for Payment pending change orders for which the Contractor has provided to the Owner written notice specifically requesting a change order for which there is a written document entitled a Construction Change Directive approved by the Owner.

(If a claim is not listed above, it is not reserved, and any claims or potential claims not listed are waived and released.)

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-reference Project all amounts owed for the Work covered by payments which the Contractor has received for the Project prior to the date hereof.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Name of Contractor Company: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



### Notary's Acknowledgement

Before me, the undersigned, on this day personally appeared \_\_\_\_\_, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_ day of \_\_\_\_\_, 2018.

(Seal)

\_\_\_\_\_  
Notary Public, State of North Dakota

My commission expires \_\_\_\_\_



## ATTACHMENT II-E

### FINAL LIEN WAIVER AFFIDAVIT BY SUBCONTRACTOR

\_\_\_\_\_ has furnished or will furnish certain labor, materials, or equipment on the \_\_\_\_\_ Project at [fill in address] \_\_\_\_\_ (the "Project"). In consideration of \$ \_\_\_\_\_ representing the sum total of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind against: (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and, (d) the surety or sureties of the Owner.

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-referenced Project. The undersigned will indemnify the Owner and its lender and title company and the Contractor for all costs and expenses, including attorney's fees, incurred as a result of claims that any of the undersigned's subcontractors, suppliers, or employees have not been paid or relating to the enforcement of this paragraph.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Name of Subcontractor Company: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### Notary's Acknowledgement

Before me, the undersigned, on this day personally appeared \_\_\_\_\_, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(Seal)

\_\_\_\_\_  
Notary Public, State of North Dakota

My commission expires \_\_\_\_\_



## ATTACHMENT II-F

### INTERIM LIEN WAIVER AFFIDAVIT BY SUBCONTRACTOR

\_\_\_\_\_ has furnished or will furnish certain labor, materials, or equipment on the \_\_\_\_\_ Project at [fill in address] \_\_\_\_\_ (the "Project"). In consideration of \$\_\_\_\_\_ representing the sum total of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind against: (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and, (d) the surety or sureties of the Owner, for anything whatsoever related to the Project (whether billed or unbilled) through the date hereof, except those claims listed as follows.

Retainage in the amount of \$\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(If a claim is not listed above, it is reserved, and any claims or potential claims not listed are waived and released.)

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-referenced Project. The undersigned will indemnify the Owner and its lender and title company and the Contractor for all costs and expenses, including attorney's fees, incurred as a result of claims that any of the undersigned's subcontractors, suppliers, or employees have not been paid or relating to the enforcement of this paragraph.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Name of Subcontractor Company: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Notary's Acknowledgement

Before me, the undersigned, on this day personally appeared \_\_\_\_\_, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_ day of \_\_\_\_\_, 2018.

(Seal)

\_\_\_\_\_  
Notary Public, State of North Dakota

My commission expires \_\_\_\_\_



## ATTACHMENT II-G

### CONTRACTOR PAYMENT REQUEST

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

Contract Amount: \$ \_\_\_\_\_

Change Order Amount: \$ \_\_\_\_\_

New Contract Amount: \$ \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Payment:      Progress \_\_\_\_\_      Final \_\_\_\_\_      Retainage \_\_\_\_\_

Pay request 1 \_\_\_\_ Pay request 2 \_\_\_\_ Pay request 3 \_\_\_\_ Pay request 4 \_\_\_\_ Pay request 5 \_\_\_\_ Pay request 6 \_\_\_\_

Pay request 7 \_\_\_\_ Pay request 8 \_\_\_\_ Pay request 9 \_\_\_\_ Pay request 10 \_\_\_\_ Pay request 11 \_\_\_\_ Pay request 12 \_\_\_\_

-----

Contractor:                      I hereby request an inspection to receive payment # \_\_\_\_ for the amount of \$ \_\_\_\_\_. I certify that I have satisfactorily completed the necessary work to justify this request and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full of this date. See attached schedule of values/work items completed and invoiced. See attached lien waivers from subcontractors and vendors.

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

-----

Program Administrator:      I hereby certify that all work is completed as indicated on the Contractor's payment request and all required documentation was submitted and approved. I hereby request approval of the payment to the Contractor in the amount of \$ \_\_\_\_\_.

Program Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

-----

City of Minot:                      I hereby approve the payment to the Contractor in the amount of \$ \_\_\_\_\_.

City of Minot: \_\_\_\_\_ Date: \_\_\_\_\_

-----



## ATTACHMENT II-H

### CONTRACTOR'S CERTIFICATION OF FINAL PAYMENT

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Location

\_\_\_\_\_ agrees to accept the sum of \$ \_\_\_\_\_  
(CONTRACTOR)

as full and final payment for all work under its Contract dated \_\_\_\_\_ with the

\_\_\_\_\_ for the completion of all work for \_\_\_\_\_  
(OWNER) (PROJECT)

\_\_\_\_\_ certifies that all construction has been completed in  
(CONTRACTOR)  
compliance with the Contract Documents, and that all labor, equipment, materials, and subcontractors have  
been or will be paid in accordance with the requirements of the Contract Documents, and the requirements of  
the General Laws of the \_\_\_\_\_.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_ DATED: \_\_\_\_\_



## Weekly Progress Summary Report

Continuation Sheet Week Ending: \_\_\_\_\_

Page 2

Work Performed (continued): \_\_\_\_\_

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Project Representative: \_\_\_\_\_ Date: \_\_\_\_\_



**ATTACHMENT II-J**  
**CONTRACTOR'S HUD SECTION 3 PLAN**  
**TABLE A (if required)**  
**PROPOSED SUBCONTRACTS BREAKDOWN**

For the period covering \_\_\_\_\_, 2018 through \_\_\_\_\_, 2018.  
(Duration of the CDBG-DR-Assisted Project)

<b>Name of Business/Subcontractor</b>	<b>Type of Trade (Scope of Work)</b>	<b>Total Approximate Dollar Amount</b>

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
EEO Officer (Signature)

\_\_\_\_\_  
Date



**ATTACHMENT II-K  
CONTRACTOR'S HUD SECTION 4 PLAN  
TABLE B (if required)  
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

Company Name \_\_\_\_\_ Date \_\_\_\_\_

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>	<b>COLUMN 4</b>	<b>COLUMN 5</b>
<b>Job Category</b>	<b>Total Estimated Positions</b>	<b>No. Positions Currently Occupied As Permanent Employees</b>	<b>No. Positions Not Currently Occupied</b>	<b>No. Positions To Be Filled w/LIPAR*</b>
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

**TRADE**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

**TRADE**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

\*Lower Income Project Area Residents. Individuals residing within the City of Minot whose family income does not exceed 80% of the median income for Ward County, ND.





**ATTACHMENT III-A**  
**ASBESTOS REGULATIONS PERTAINING TO DEMOLITION AND**  
**RENOVATION PROJECTS OF FACILITIES**



ENVIRONMENTAL HEALTH SECTION  
Gold Seal Center, 918 E. Divide Ave.  
Bismarck, ND 58501-1947  
701.328.5200 (fax)  
www.ndhealth.gov



MEMO TO : City and County Officials Responsible for Building Permits

FROM : Terry O'Clair, P.E.  
Director  
Air Quality Division *1/20*

RE : Asbestos Regulations Pertaining to Demolition and  
Renovation Projects of Facilities

DATE : December 13, 2016

This memorandum is to inform you of the North Dakota Asbestos Control Rules which affect demolition and renovation projects of facilities and the handling and disposal of asbestos-containing materials. We are distributing this information to you and requesting that you make it available to the appropriate individuals in your community. We are requesting, in particular, that you make building owners and contractors aware of these requirements when they request permits for demolition and renovation projects.

**Facility:** Means any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units). Residential homes are usually exempt from the asbestos regulations unless a group of residences (more than one) under the same ownership are demolished or renovated as part of a larger project. These residences must then be treated as facilities.

**General Requirements of the Asbestos Control Rules:**

1. All affected parts of a facility being renovated or demolished must be inspected for the presence of asbestos-containing materials (ACM) prior to beginning a renovation or demolition project. The inspector must be certified with the North Dakota Department of Health (Department).
2. All regulated asbestos-containing material (RACM) that would be disturbed as part of a renovation or demolition must be properly removed before beginning the project. The individuals removing the material must be certified and the asbestos abatement contractor licensed with this Department. RACM includes all friable ACM and non-friable ACM that will be made friable during the project.

Environmental Health  
Section Chief's Office  
701.328.5150

Division of  
Air Quality  
701.328.5188

Division of  
Municipal Facilities  
701.328.5211

Division of  
Waste Management  
701.328.5166

Division of  
Water Quality  
701.328.5210

*Printed on recycled paper.*



Memo

2

December 13, 2016

3. Regulated asbestos-containing waste material must be properly disposed of in an approved landfill. A waste shipment record (WSR) must be started prior to transportation of asbestos-containing waste material. The WSR must be delivered to the landfill operator at the time the material is deposited for disposal. A copy of the completed WSR must then be submitted to this Department within ten (10) days of depositing the waste material. Asbestos-containing materials that are not considered RACM must also be disposed of at an approved landfill; a WSR is not required for non-regulated asbestos-containing materials.
4. A "Notification of Demolition and Renovation" form, SFN 17987 (copy enclosed), must be submitted in accordance with the following:
  - a. For a facility being **demolished**, a "Notification of Demolition and Renovation" form must be submitted to this Department ten (10) working days prior to beginning any demolition activity. This form is required even if asbestos is not present.
  - b. For a facility being **renovated**, where more than 160 square feet or more than 260 linear feet of RACM will be disturbed, a "Notification of Demolition and Renovation" must be submitted to the Department ten (10) working days prior to beginning the removal of the asbestos-containing materials.

**Unsafe and/or Fire Damaged Buildings:**

A facility that is unsafe to enter or has significant structural deterioration or fire damage may be demolished without completing an asbestos inspection or conducting asbestos abatement. A letter from an appropriate governmental representative describing the unsafe condition of the building needs to be submitted to the Department with the Notification of Demolition and Renovation. The facility would be assumed to contain asbestos and must be managed in accordance with the North Dakota Air Pollution Control Rules. The debris from a fire damaged or unsafe facility that has not been inspected must be deposited at an approved landfill as asbestos waste and accompanied by a WSR. The Department can offer assistance when dealing with a facility that has been fire damaged or is considered unsafe for entry.

The Department appreciates your cooperation in assisting individuals to comply with these requirements. The Department suggests copies of the enclosed brochure be given to anyone considering a renovation or demolition project. If you require assistance or copies of the brochure, please contact this Department at (701)328-5188. Forms and additional information may also be found at the Department's website at <http://www.ndhealth.gov/aq/iaq/asb/>.

TLO/JO:saj

Attach:



ENVIRONMENTAL HEALTH SECTION  
Gold Seal Center, 918 E. Divide Ave.  
Bismarck, ND 58501-1947  
701.328.5200 (fax)  
www.ndhealth.gov



### Asbestos - Steps to follow when you demolish or renovate a facility

A **Facility** means any institutional, commercial, public, industrial, or residential structure, installation, church or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units). Residential homes are usually exempt from the asbestos regulations unless a group of residences (more than one) under the same operator or owner are demolished or renovated as part of a larger project. These residences must then be treated as facilities.

Once you have determined that your structure meets the definition of a "facility", the following apply:

1. A North Dakota certified asbestos inspector must inspect all portions of the structure being affected by the demolition or renovation prior to beginning work.
  - a. Current list of certified asbestos inspectors  
<http://www.ndhealth.gov/AQ/IAQ/ASB/Contractors.pdf>
2. All regulated asbestos-containing material that will be disturbed must be removed before beginning the project.
3. All individuals and/or contractors removing more than three square feet or more than three lineal feet of regulated asbestos-containing material must be certified by the Department.
4. Renovation – A "Notice of Demolition and Renovation" must be filed with the Department 10 days prior to start of renovation if asbestos-containing material will be disturbed.
  - a. <http://www.ndhealth.gov/AQ/Forms/Asbestos/SFN17987.pdf>
  - b. The Department will provide a response letter to the individual submitting the notification indicating that the Notification has been approved.
5. Demolition – "Notice of Demolition and Renovation" must be filed with the department 10 days prior to the start of the demolition if asbestos-containing material is present or not.
  - a. <http://www.ndhealth.gov/AQ/Forms/Asbestos/SFN17987.pdf>
  - b. The Department will provide a response letter to the individual submitting the notification indicating that the Notification has been approved.
6. Disposal - All asbestos-containing waste material must be properly disposed of in an approved and permitted landfill. To find out if your local landfill is authorized to accept asbestos-containing waste, contact the local landfill operator or a list of approved landfills can be found at:  
<https://www.ndhealth.gov/wm/Publications/ApprovedLandfillFacilitiesThatWillAcceptFriableAsbestosContainingMaterialsForDisposal.pdf>
7. For more information – 701-328-5188 or [WWW.ndhealth.gov/aq/iaq/asb](http://WWW.ndhealth.gov/aq/iaq/asb)

Environmental Health  
Section Chief's Office  
701.328.5150

Division of  
Air Quality  
701.328.5188

Division of  
Municipal Facilities  
701.328.5211

Division of  
Waste Management  
701.328.5166

Division of  
Water Quality  
701.328.5210

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## ASBESTOS NOTIFICATION OF DEMOLITION AND RENOVATION

North Dakota Department of Health  
Division of Air Quality  
SFN 17987 (12/16)

I. Type of Notification		THIS NOTICE MUST BE SUBMITTED 10 WORKING DAYS BEFORE BEGINNING THE ACTIVITY			
<input type="checkbox"/> Original <input type="checkbox"/> Revised <input type="checkbox"/> Cancelled		Date:			
II. Type of Operation		III. Is Asbestos Present?			
<input type="checkbox"/> Demolition <input type="checkbox"/> Renovation <input type="checkbox"/> Ordered Demolition <input type="checkbox"/> Emergency Renovation		<input type="checkbox"/> Yes <input type="checkbox"/> No			
IV. Dates of Asbestos Removal (MM-DD-YY)		V. Dates of Demolition or Renovation (MM-DD-YY)			
Start:                      Stop:		Start:                      Stop:			
VI. Facility Information (identify owner and operator, if applicable)					
Owner Name					
Owner Address		City	State	Zip Code	
Contact Person		Email	Telephone Number		
Operator (if different than owner)					
Operator Address		City	State	Zip Code	
Contact Person		Email	Telephone Number		
VII. Facility Description (include building name, number and floor or room number)					
Building Name					
Building Address		City	State	Zip Code	County
Site Location (floor or room number(s))					
Building Size (Sq. Ft.)		Number of Floors		Age of Building/Year Built	
Present Use		Prior Use			
VIII. Asbestos Contractor (If applicable, please enter Demolition or Renovation Contractor information on page 2)					
Contractor Name				ND License Number	
Contractor Address		City	State	Zip Code	
Contact Person				Telephone Number	
IX. Asbestos Inspector					
Firm Name				ND License Number	
Firm Address		City	State	Zip Code	
Name of Inspector				Telephone Number	
X. Approximate Amount of Asbestos, Including:					
	Regulated Asbestos-Containing Material (RACM) to be Removed	Nonfriable Asbestos-Containing Material to be Removed		Nonfriable Asbestos-Containing Material not to be Removed	
		Category I	Category II	Category I	Category II
Pipe (Linear Ft.)					
Surface Area (Sq. Ft.)					
Volume from Facility Component(s) (Cu. Ft.)					



SFN 17987 (12/16) Page 2

**XI. Testing Procedure for Determining Asbestos and Type of Asbestos Material(s)**

<input type="checkbox"/> PLM <input type="checkbox"/> TEM <input type="checkbox"/> Other:	Type of Asbestos-Containing Material(s)
---	---

**XII. Description of Work Practices and Engineering Controls to Prevent Asbestos Emissions (check all that apply)**

<input type="checkbox"/> Adequately Wet Materials	<input type="checkbox"/> Glove Bag	<input type="checkbox"/> Seal in Leaktight Containers	<input type="checkbox"/> Encapsulate
<input type="checkbox"/> Negative Air Containment	<input type="checkbox"/> Seal in Leaktight Wrapping	<input type="checkbox"/> Mini-enclosure	<input type="checkbox"/> Other:

**XIII. Description of Planned Demolition or Renovation Work (backhoe, bulldozer, hand removal, etc.)**

Will the Facility or Facility Debris be Burned?	
<input type="checkbox"/> Yes <input type="checkbox"/> No   If yes, you must contact your local Health Unit or the Air Quality Division at 701.328.5188, to complete an Open Burn Variance Application: <b>SFN 8509</b> .	

**XIV. Demolition Contractor**

Firm Name		Secretary of State License Number	
Firm Address	City	State	Zip Code
Contact Person		Telephone Number	

**XV. Waste Transporter**

Name		Waste Hauler Permit Number	
Address	City	State	Zip Code
Contact Person		Telephone Number	

**XVI. Waste Disposal Site for Asbestos-Containing Materials**

Name	Permit Number	Telephone Number	
Address	City	State	Zip Code
Will the waste be disposed of at a site other than a Landfill approved for asbestos? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, you must contact the Waste Management Division at 701.328.5166 to complete an Inert Waste Disposal Variance Application: <b>SFN 50278</b> .			

**XVII. Waste Disposal Site for Demolition or Renovation Materials (other than asbestos)**

Name	Permit Number	Telephone Number	
Address	City	State	Zip Code

**XVIII. If Demolition was Ordered by Government Agency, Identify the Agency and Attach a Copy of the Order**

Authority/Agency	Date of Order (MM/DD/YY)	Telephone Number
------------------	--------------------------	------------------

**XIX. Emergency Demolition or Renovation**

Is this an emergency demolition or renovation? <input type="checkbox"/> Yes <input type="checkbox"/> No   If yes, you must contact the Department at 701.328.5188.
--

**XX. Description of Procedures to be Followed in the Event of an Unexpected Asbestos Fiber Release**

--

**XXI. General Comments**

--

**XXII. I certify to the best of my knowledge that the above information is true and correct. I further certify that all asbestos abatement work on this project will be performed by individuals certified in accordance with the North Dakota Air Pollution Control Rules 33-15-13.**

Signature of Owner/Operator	Print Name	Date
Business/Organization	Telephone Number	

Return form to: North Dakota Department of Health  
Division of Air Quality, 2<sup>nd</sup> Floor  
918 East Divide Avenue  
Bismarck, ND 58501-1947  
Telephone: 701.328.5188 or Fax: 701.328.5185 (If faxing, original copy must be mailed with valid signature)



**INSTRUCTIONS FOR COMPLETING THE  
ASBESTOS DEMOLITION AND RENOVATION NOTIFICATION FORM**

**GENERAL INFORMATION**

The Asbestos NESHAP, Section 33-15-13-02 of the North Dakota Air Pollution Control Rules, requires written notification of demolition or renovation activities in facilities under Subsection 02.6. In most cases, a facility includes all types of structures except single family homes and apartment buildings having no more than four units. The enclosed form must be used to fulfill this requirement. Only complete notification forms will be accepted.

The notification should be typewritten or neatly printed and postmarked or delivered no later than ten working days prior to the beginning of either the asbestos removal activity (Section IV) or demolition activity (in Section V) whichever is applicable.

**INSTRUCTIONS**

- I. Type of Notification: Check "Original" if the notification is a first time or original notification, "Revised" if the notification is a revision of a prior notification, or "Canceled" if the activity has been canceled. On the right side enter the date that the notification is being submitted.
- II. Type of Operation: Check as appropriate for facility demolition, for facility renovation, for ordered demolitions, or for emergency renovations.
- III. Is Asbestos Present? Answer "Yes" or "No."
- IV. Scheduled Dates of Asbestos Removal (MM-DD-YY): Enter scheduled dates (month/day/year) for asbestos removal work. Asbestos removal work includes any activity, including site preparation, which may break up, dislodge or disturb asbestos material.
- V. Scheduled Dates of Demolition/Renovation (MM-DD-YY): Enter scheduled dates (month/day/year) for beginning and ending the planned demolition or renovation project.
- VI. Facility Information: Enter the names, addresses, contact persons and telephone numbers of the following:  
  
Owner: Legal owner of the site at which asbestos is being removed or demolition planned.  
  
Operator: Demolition contractor, general contractor, or any other person who leases, operates, controls or supervises the site.  
  
If known, the name of the site supervisor should be entered as the contact person for the notification. If additional parties share responsibility for the site, demolition activity, renovation or ACM removal, include complete information (including name, address, contact person and telephone number) on additional sheets submitted with the form.
- VII. Facility Description: Provide the following information on the areas being renovated or demolished:  
  

Building Address:	Physical location of site.
Building Size:	The building size in square feet.
Number of Floors:	Enter the number of floors including basement, if applicable.
Year Facility was Built or Age:	Enter approximate age of the facility.

Present Use/Prior Use:	Describe the primary use of the facility or enter the following codes: H -- Hospital; S -- School; P -- Public Building; O -- Office; I -- Industrial; U -- University or College; C -- Commercial; or R -- Residence.
------------------------	--
- VIII. Asbestos Contractor: Name and address of contractor hired to remove asbestos.
- IX. Asbestos Inspector: The firm who conducted the asbestos inspection prior to demolition/renovation.



- X. Approximate Amount of Asbestos Including: (1) Regulated ACM to be removed (including nonfriable ACM to be sanded, ground or abraded); (2) Category I and Category II nonfriable asbestos containing material (ACM) to be removed; and (3) Category I and Category II nonfriable asbestos containing material not to be removed. For both renovations and demolitions, enter the amount of RACM to be removed by entering a number in the appropriate box. If applicable, enter the amount of nonfriable ACM to be removed during a demolition or renovation, and/or enter the amount of nonfriable ACM not to be removed during a demolition or renovation.

Category I nonfriable material includes packing, gaskets, resilient floor covering and asphalt roofing materials. Category II nonfriable material includes any material, excluding Category I materials, that when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure, or mechanical forces expected to operate on the material during the demolition or renovation activity. All Category II materials must be removed prior to demolition.

Complete the volume from facility component(s) if asbestos-containing materials have been removed from facility components and the volume is known.

- XI. Asbestos Testing Procedure and Type of Asbestos Materials Present: Check the appropriate box for the procedure that was used to determine asbestos content. Also, describe the kinds of asbestos-containing materials that are present.
- XII. Description of Work Practices and Engineering Controls to Prevent Asbestos Emissions: Check the appropriate box(s) for work practices that will be employed to prevent asbestos emissions.
- XIII. Description of Planned Demolition or Renovation Work: Include a brief description of the renovation/demolition technique(s) to be used. Also, indicate if the facility or facility debris will be burned.
- XIII. Demolition or Renovation Contractor: Name and address of contractor hired to perform demolition or renovation work.
- XV. Waste Transporter(s): Enter the name(s), address(es), contact person(s) and telephone number(s) of the person(s) or company(ies) responsible for transporting ACM from the removal site to the waste disposal site. If the removal contractor or owner is the waste transporter, state "same as owner" or "same as removal contractor." If multiple parties are responsible include complete information on an additional sheet and submit with this form.
- XVI. Waste Disposal Site for the Asbestos-Containing Materials: Identify the waste disposal site, including the complete name, location, and telephone number of the facility. If ACM is to be disposed of at more than one site, provide complete information on an additional sheet submitted with the form. Permit number(s) must be included. If the waste will not be disposed of at a landfill approved for asbestos, then an Inert Waste Disposal Variance Application must be completed and approved by the Department.
- XVII. Waste Disposal Site for Demolition or Renovation Materials: Identify the waste disposal site, including the complete name, location, and telephone number of the facility. If the waste will not be disposed of at a landfill approved for waste materials, then an Inert Waste Disposal Variance Application must be completed and approved by the Department.
- XVIII. If Demolition Ordered by a Government Agency, Please Identify the Agency below: Provide the name of the responsible official, title and agency, authority under which the order was issued and the date of the order. A copy of the order from the government agency must be attached to this form.
- XIX. Emergency Demolition or Renovation Information: Please identify if the work is an emergency demolition or renovation. If yes, please immediately contact the Department.
- XX. Description of Procedures to be Followed in the Event that Unexpected Asbestos Fiber Release: Provide adequate information to demonstrate that appropriate actions have been considered and can be implemented to control asbestos emissions adequately, including at a minimum, conformance with applicable work practice standards. Attach an additional sheet of paper if needed and submit with this form.
- XXI. General Comments: as necessary. Attach an additional sheet of paper if needed and submit with this form.
- XXII. Verification and Certification: Certify the accuracy and completeness of the information provided and the intent to comply with the North Dakota Air Pollution Control Rules by signing and dating the notification form. Please sign and print the name of the owner or operator and list the business or organization the owner or operator is affiliated with.



## **ATTACHMENT III-B WATER WELL CONTRACTORS**

### **ARTICLE 33-18 WATER WELL CONTRACTORS**

Chapter	
33-18-01	Water Well Construction and Water Well Pump Installation
33-18-02	Ground Water Monitoring Well Construction Requirements

#### **CHAPTER 33-18-01 WATER WELL CONSTRUCTION AND WATER WELL PUMP INSTALLATION**

Section	
33-18-01-01	Responsibility
33-18-01-02	Definitions
33-18-01-03	Plans and Specifications
33-18-01-04	Location of Wells
33-18-01-05	Protection of Ground Water Sources
33-18-01-06	General Well Construction Requirements
33-18-01-07	Pump Installation for Water Wells
33-18-01-08	Storage Tanks
33-18-01-09	Materials for Water Distribution
33-18-01-10	Cross-Connection Control

##### **33-18-01-01. Responsibility.**

It is the responsibility of any person, partnership, association, or corporation engaged in the business of construction of water wells, the installation of water well pumps, pitless units, or other appurtenances, or both, or drilling of geothermal systems, to comply within the meaning of this chapter pursuant to North Dakota Century Code chapters 23-01, 43-35, and 61-28.1.

A person, partnership, association, or corporation may not engage in the business of water well construction, the installation of water well pumps, pitless units, or other appurtenances, or both, or drilling of geothermal systems, unless a certified water well contractor, water well pump and pitless unit installer, or geothermal system driller is in charge.

The certified water well contractor, water well pump and pitless installer, or geothermal system driller in charge shall provide inspection and supervision of all water well construction activities, installation of water well pumps, pitless units, or other appurtenances, or both, or drilling of geothermal systems.

**History:** Amended effective January 1, 1984; April 1, 1997; July 1, 2008.

**General Authority:** NDCC 43-35-19

**Law Implemented:** NDCC 43-35-19

##### **33-18-01-02. Definitions.**

For the purpose of this chapter, the following definitions shall apply:

1. "Abandoned well" means a well whose use has been permanently discontinued.
2. "Annular space" means the opening between a well hole excavation and the well casing or curb, or between a casing pipe and a liner pipe.
3. "Appurtenances" means valves, meters, taps, gauges, or other devices required for adequate control or measurement of the well output.
4. "Aquifer" means a water-bearing formation that transmits water in sufficient quantities to supply a well.



5. "Casing" shall mean the pipe installed in the drill hole to give unobstructed access to the water-bearing formation.
6. "Constructing" a well includes boring, digging, drilling, or excavation in installing casings, well screens, and other appurtenances.
7. "Contamination" means alteration of the physical, chemical, or biological quality of the water so that it is harmful or potentially injurious to the health of the users or for the intended use of the water.
8. "Department" means the North Dakota state department of health.
9. "Disinfection" means the killing of infectious agents outside the body by chemical or physical means.
10. "Drawdown" means the extent of lowering the water surface in a well and of the water table adjacent to the well, resulting from the discharge of water from the well by pumping or natural flow.
11. "Drilling" means making any opening in the earth's surface by drilling, boring, or otherwise, and includes inserting any object into any part of the earth's surface for the purpose of obtaining an underground water supply except drainage tiles or similar devices designed primarily to improve land by removing excess water.
12. "Established ground surface" means the permanent elevation of the surface of the ground at the site of the well.
13. "Filter pack" means a clean sand or sand and gravel material of selected grain size and gradation which is installed in the annular space between a well hole excavation and the outside of the well screen for the purpose of preventing formation material from entering the screen.
14. "Geothermal system driller" means any person who is certified to conduct the business of drilling, boring, or excavating for the purpose of constructing or substantially modifying a geothermal energy extraction facility.
15. "Ground water source" means all water obtained from dug, drilled, bored, or driven well, infiltration lines, and springs.
16. "Grout" or "grouting material" means any stable impervious bonding material which is capable of providing a watertight seal between the casing and the formation throughout the depth required to protect against objectionable matter and which is reasonably free of shrinkage.
17. "Liner pipe" means a pipe installed inside a completed and cased well for the purpose of sealing off undesirable water or for repairing ruptured or punctured casing or screens.
18. "Pitless adapter" means a commercially manufactured device designed for attachment to a well casing and is so constructed as to prevent the entrance of contaminants into the well or potable water supply, conduct water from the well below the frostline to prevent freezing, and provide full access to the water system components within the well.
19. "Pitless unit" means a factory-assembled device with cap which extends the upper end of a well casing to above grade and is so constructed as to prevent the entrance of contaminants into the well or potable water supply, conduct water from the well below the frostline to prevent freezing, and provide full access to the well and the water system components within the well.



20. "Potable water" means water free from impurities in amounts sufficient to cause disease or harmful physiological effects, with the bacteriological and chemical quality conforming to applicable standards.
21. "Pressure tank" or "hydropneumatic tank" means a closed water storage container constructed to operate under a designed pressure rating to modulate the water system pressure within a selected range.
22. "Private water supply" means one that is not for public use.
23. "Public water supply" means a water supply connected to at least fifteen service connections or regularly serves an average of twenty-five persons daily, sixty days out of the year.
24. "Pumps" and "pumping equipment" means any equipment or materials utilized or intended for use in withdrawing or obtaining ground water for any use, including, without limitation, seals and tanks, together with fittings and controls.
25. "Repair" means any action which results in a breaking or opening of the well seal or replacement of a pump.
26. "Shall" means mandatory compliance with all aspects of the rules and regulations for water well construction and water well pump installation.
27. "Should" means provisions which are not mandatory but which are recommended or desirable procedures or methods. Deviation from the rules and regulations for water well construction and water well pump installation is subject to individual consideration.
28. "Static water level" means the elevation of the surface of the water in a well when no water is being discharged therefrom.
29. "Water well contractor" means any person who is certified to conduct the business of well drilling under the provisions of North Dakota Century Code chapter 43-35.
30. "Water well pump and pitless unit installer" means any person who is certified to conduct the business of installing water well pumps and pitless units under the provisions of North Dakota Century Code chapter 43-35.
31. "Well development" means the general process to achieve sand-free water at the highest possible well capacity.
32. "Well seal" means an approved arrangement or device used to cap a well or to establish and maintain a junction between the casing or curbing of a well and the piping or equipment installed therein, the purpose or function of which is to prevent pollutants from entering the well at the upper terminal.
33. "Well vent" means an outlet at the upper terminal of the well casing to allow equalization of air pressure in the well and escape of toxic or inflammable gases.
34. "Wells" means any artificial opening or artificially altered natural opening however made by which ground water is sought or through which ground water flows under natural pressure or is artificially withdrawn; provided, that this definition does not include a natural spring, stock ponds, or holes drilled for the purpose of exploration for production of oil, gas, gravel, or other minerals.

**History:** Amended effective September 1, 1986; April 1, 1997; July 1, 2008.

**General Authority:** NDCC 43-35-19, 43-35-19.1

**Law Implemented:** NDCC 43-35-19, 43-35-19.1



### **33-18-01-03. Plans and specifications.**

No public water well shall be constructed or modified, or water well pump, pitless unit, or other appurtenances be installed without prior approval of plans and specifications. Plans and specifications shall be submitted to the department for review prior to construction. Note chapter 33-03-08. The plans and specifications shall include:

1. Proposed well location.
2. Location and depths of existing wells, location of septic tanks, absorption fields, sewers, barnyards, feedlots, landfills, and high water marks of lakes or streams with a radius of five hundred feet [152.4 meters].
3. Elevation of highest known flood levels, upper terminal of well casing, floor of structure, and outside grade.
4. A schematic drawing of the well construction showing diameter and depth of drill holes, casing and liner diameters and depths, grouting depths, and other details as necessary to completely describe the proposed well.
5. Certification that the state engineer, North Dakota state water commission, has issued a conditional water permit for the beneficial use of water from the well to be constructed, if such a permit is required pursuant to North Dakota Century Code section 61-04-02.

Routine maintenance and repair does not require submission of plans and specifications.

**History:** Amended effective January 1, 1984.

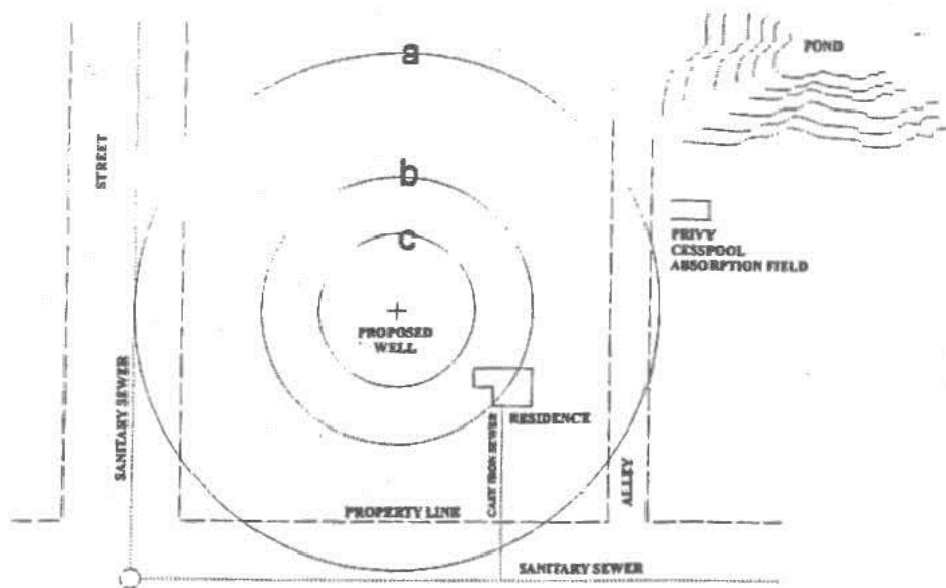
**General Authority:** NDCC 43-35-19

**Law Implemented:** NDCC 43-35-19

### **33-18-01-04. Location of wells.**

1. **Relation to sources of contamination.** Determination of minimum lateral distances of a well from potential sources of contamination, involves evaluation of the character and location of the sources of contamination, types of geologic formations, depth to the aquifer, effect on ground water movement by well pumping, and possibilities of flooding of the site by surface waters.

Based on experience, accepted minimum lateral distances for some common sources of pollution with respect to a well have been established. The lack of specific distances for other possible sources of contamination such as refuse disposal sites, excavations, waste treatment facilities, buried oil and gasoline storage tanks, improperly constructed wells and cisterns, etc., does not minimize their potential hazards.



The site should be on high ground and be:

- a. At least one hundred feet [30.48 meters] (fifty feet [15.24 meters] for private wells) from privy pits, cesspools, septic tanks, absorption fields, barnyards, feedlots, high water marks of lakes, streams, sloughs, ponds, etc., when well is constructed in unconsolidated soils with filtering properties.
- b. At least thirty feet [9.14 meters] from sewerlines.
- c. At least ten feet [3.05 meters] from basements or pits.
- d. At least twenty feet [6.1 meters] from overhead powerlines and other hazardous devices. Note North Dakota Administrative Code section 24-02-01-03.

Greater distances are always preferable and often necessary, depending upon soil conditions. When wells are constructed in consolidated formations, care must be taken in locating the wells as pollutants have traveled great distances in such formations.

2. **Relation to buildings.** When a well must be located adjacent to a building, it shall be located so that the centerline of the well extended vertically will clear any projection from the building by not less than two feet [60.96 centimeters].

Every well shall be reasonably accessible for proper repair, cleaning, testing, inspection, or other attention as may be necessary.

The well casing shall not extend through nor shall the top of the well casing or any other well opening terminate in the basement of any building or in a pit, room, or other space which is below ground surface.

**History:** Amended effective January 1, 1984.

**General Authority:** NDCC 43-35-19



**Law Implemented: NDCC 43-35-19**

**33-18-01-05. Protection of ground water sources.**

1. **Minimum protective depths of wells.** All wells shall be watertight to exclude contamination. Wells shall be designed to seal off formations that are or may be contaminated or undesirable.

Unless approved otherwise by the department, the annular space between a well hole excavation and the outside of the well casing shall be filled with neat cement grout, high-solids bentonite clay grout, bentonite chips, or bentonite tablets at least one and one-half inches [3.81 centimeters] in thickness from a depth of not less than thirty feet [9.1 meters] to the ground surface or the upper end of the well casing if a pitless unit or adapter is installed. Wells with a depth of thirty feet [9.1 meters] or less shall be grouted from within two feet [60.96 centimeters] of the top of the well screen to the ground surface or the upper end of the well casing if a pitless unit or adapter is installed. Greater depths are preferable and may be required for specific installations as determined by review of the plans and specifications.

The annular space of wells constructed in unconsolidated formations without overlying confining beds and static water levels less than thirty feet [9.1 meters] below the ground surface shall be filled with neat cement grout, high-solids bentonite clay grout, bentonite chips, or bentonite tablets at least one and one-half inches [3.81 centimeters] in thickness from the static water level or a depth of not less than ten feet [3.0 meters], whichever is greater, to the ground surface or the upper end of the well casing if a pitless unit or adapter is installed.

Driven well casing may, when conditions warrant, be installed without grouting.

2. **Required protection for various sources.**

- a. **Radial collector wells.** The location of all caisson construction joints and porthole assemblies shall be indicated. The caisson wall shall be substantially reinforced. Radial collectors shall be in areas and at depths approved by the department. Provisions shall be made to assure minimum vertical rise. The top of the caisson shall be covered with a watertight floor. All openings in the floor shall be curbed and protected from entrance of foreign material. Pump discharge piping shall not be placed through caisson walls.
- b. **Dug or bored wells.** Dug or bored wells greater than two feet [60.96 centimeters] in diameter shall be developed only where geological conditions preclude the development of a satisfactory drilled well.

Every dug or bored well shall have a continuous watertight casing. The section of casing in the producing zone serving as the well screen shall readily admit water and be structurally sound to withstand external pressures.

The open space between the excavation and the installed casing shall be sealed with neat cement grout, high-solids bentonite clay grout, bentonite chips, or bentonite tablets.

The watertight casing shall extend at least twelve inches [30.48 centimeters] above finished ground surface. A cover slab at least four inches [10.16 centimeters] thick, adequately reinforced and having a diameter sufficient to overlap the lining by two inches [5.08 centimeters] shall be provided. The slab shall be constructed without joints.

The top of the slab shall be sloped to drain to all sides and a watertight joint made where the slab rests on the well casing using cement mortar or a mastic compound.

A manhole, if installed, shall be provided with a curb cast in the slab and extending at least four to six inches [10.16 to 15.24 centimeters] above the slab. The manhole shall



have a watertight overlapping cover extending down around the curb by at least two inches [5.08 centimeters].

Adequate sized pipe sleeve or sleeves shall be cast in place in the slab to accommodate the type of pump or pump piping proposed for the well.

- c. Infiltration wells. Infiltration wells may be considered where geological conditions preclude possibility of developing an acceptable drilled well. The area around the well shall be under the control of the water purveyor for a distance acceptable to or required by the department. The flow in the lines shall be by gravity to a collecting well. The water shall be continuously chlorinated to assure bacterial purity.
- d. Flowing wells. The construction of flowing wells shall be in compliance with North Dakota Century Code chapter 61-20.

The construction of flowing wells shall be such that the flow from them can be controlled. Well casing shall be installed, and the annular space grouted with neat cement to form a tight seal. The neat cement grout shall extend upward from within twenty feet [6.1 meters] of the top of the aquifer to the ground surface or the upper end of the well casing if a pitless unit or adapter is installed.

Well casings shall be joined in a watertight manner. Flow control should consist of valved pipe connections, watertight pump connections, or receiving reservoirs set at an elevation corresponding to the artesian head.

- e. Existing wells. The department shall be consulted for requirements concerning the reconstruction of existing wells.

**History:** Amended effective January 1, 1984; September 1, 1986; April 1, 1997.

**General Authority:** NDCC 43-35-19, 43-35-19.1

**Law Implemented:** NDCC 43-35-19, 43-35-19.1

### **33-18-01-06. General well construction requirements.**

- 1. **Construction water.** Water used in the drilling process shall be obtained from a source which will not result in contamination of the well. Chlorination of the water with an initial dosage of not less than fifty milligrams per liter (one gallon [3.78 liters] of laundry bleach or 0.6 pounds [1.32 kilograms] of calcium hypochlorite per one thousand gallons [3.78 kiloliters] of drilling water) is recommended.

Waters from surface sources must be chlorinated with a minimum dosage of one hundred milligrams per liter (two gallons [7.56 liters] of laundry bleach or 1.2 pounds [2.64 kilograms] of calcium hypochlorite per one thousand gallons [3.78 kiloliters] of drilling water).

- 2. **Ferrous well casing.**

- a. **General.** Casing and liner pipe of wrought iron or steel through ten inches [25.4 centimeters] in diameter shall be prime pipe meeting current American Society for Testing and Materials Schedule 40, or equivalent specifications. Larger diameter pipes shall have a minimum wall thickness of three hundred seventy-five thousandths of an inch [0.952 centimeter].

All casing shall have additional thickness and weight if standard thickness is not considered sufficient to assure reasonable life expectancy of the well or be capable of withstanding forces to which they are subjected.



- b. Drive shoe. Pipe that is to be driven shall be equipped with a drive shoe or other device approved by the department.
  - c. Joints. Casing and liner pipe joints shall be properly welded or threaded.
3. **Nonferrous well casing.**
- a. General. Pipe other than wrought iron or steel must be adaptable to the stresses to which they will be subjected during and after installation and to the corrosiveness of the water.
  - b. Thermoplastic well casing. Thermoplastic well casing shall conform with American Society for Testing and Materials Specification F480-81 or latest revision as follows:
    - (1) Minimum standard dimension ratio shall be twenty-one for casings less than sixteen inches [40.64 centimeters] in diameter. Minimum standard dimension ratio shall be twenty-six for casings sixteen inches [40.64 centimeters] in diameter or larger. Casings with a lower standard dimension ratio (additional thickness) must be used when the minimum standard dimension ratio is not capable of withstanding the stresses encountered during and after installation.
    - (2) Minimum pipe stiffness shall be two hundred twenty-four pounds/foot [inch · inch] (kiloneutron/[meter · meter]) when tested according to section 5.4.1 of American Society for Testing and Materials Specification F480.
    - (3) All casing five inches [12.7 centimeters] and larger shall be tested for impact resistance and meet or exceed IC-1 impact classification according to section 6.5 and table 6 of American Society for Testing and Materials Specification F480.
  - c. Other materials. Other well casing materials that may be proposed shall carry the seal of the national sanitation foundation and be approved in writing by the department prior to installation.
4. **Packers.** Packers shall be of a material that will not impart taste, odors, toxic substances, or bacterial contamination to the water in the well.
5. **Screens.** Screens must be constructed of corrosion-resistant material and sufficiently strong to withstand stresses encountered during and after installation. Screen slot openings, screen length, and screen diameter should be sized and designed to provide sufficient open area consistent with strength requirements to transmit sand-free water at a capacity at least equal to one and one-half times the capacity of water anticipated. Screen slot size should be based on sieve analysis of formation samples.
- Screens should be installed so that exposure above pumping level will not occur. A screen must be attached or connected to the casing by a threaded, solvent-welded, or welded joint or by threaded fasteners or a nontoxic packer. Solvent-welded joints should not impart taste, odors, toxic substances, or bacterial contamination to the water in the well.
6. **Filter pack.** Material used as a filter pack shall be sand or sand and gravel that is free of foreign material, properly sized, washed, and then disinfected prior to or during placement. Provisions for prevention of leakage of grout into the filter pack or screen shall be provided.
7. **Well development.** Every well shall be developed prior to yield and drawdown testing. Well development includes procedures to apply physical energy to the screen and aquifer formation adjacent to the well. After development, the well should produce sand-free water at a capacity at least equal to one and one-half times the capacity of water anticipated.



8. **Yield and drawdown test.** Every well should be tested for yield and drawdown. The test method to be followed should be clearly outlined in the specifications. The test pump should have a maximum capacity at least equal to one and one-half times the capacity of water anticipated. The test pump should be able to operate continuously until the rate of decline of the pumping water level has stabilized. Test data to be recorded should include:

- a. Static water level.
- b. Pumping rate.
- c. Drawdown during test.
- d. Recovery water levels.
- e. Depth of pump setting.

Duration of the test shall be determined with due consideration given to pumping of sand, clarity of water pumped, and the obtaining of a representative sample of water for chemical analysis.

9. **Chemical conditioning.** When chemical treatment of a public well is proposed, the method of conditioning shall be included in the specifications. The equipment, chemicals, and inhibitors to be used, the method of testing for chemical residuals, and the disposal of waste shall be indicated.

10. **Grouting requirements.**

- a. **Neat cement grout.** The mixture should consist of one sack of cement (ninety-four pounds [42.64 kilograms]) to not more than six gallons [22.71 liters] of clean water. Bentonite additives up to five pounds [2.27 kilograms] per sack of cement to increase fluidity may be used. Pozzuolana additives up to thirty-three pounds [14.97 kilograms] per sack of cement may be used.
- b. **Heat of hydration.** Care must be used when grouting thermoplastic well casing with neat cement grout. Heat caused by hydration during curing of the cement may cause weakening of the well casing. High peak temperatures may be minimized by adding sand or bentonite clay to the neat cement grout mixture to increase the curing time. The amount of sand or bentonite clay added to the neat cement grout may not exceed five pounds [2.27 kilograms] per sack of cement.
- c. **High-solids bentonite clay grout.** The mixture must consist of not less than three pounds [1.36 kilograms] of bentonite clay per gallon [3.79 liters] of clean water.  
  
High-solids bentonite clay grout, bentonite chips, or bentonite tablets must be commercially prepared specifically for the purpose of sealing water wells. The use of bentonite drilling fluids as a grouting material is not permitted.
- d. **Grouting guides.** Casing that is to be grouted in the drill hole or annular opening shall be provided with sufficient guides welded to the casing to permit the unobstructed flow and uniform thickness of grout.
- e. **Grout application.** Grout material must be positively and accurately placed to fill all voids. All grouting should be performed by adding the mixture, from the bottom of the annular space upward, in one continuous operation, until the annular space is filled. Sufficient annular opening shall be provided to permit a minimum of one and one-half inches [3.81 centimeters] of grout around the casing, including couplings, if used.



Bentonite chips or tablets may be added from the top of the annular space to a maximum depth of thirty feet [9.1 meters] provided the grout material is positively and accurately placed to fill all voids and hydrated after placement.

11. **Plumbness and alignment.** Every well shall be tested for plumbness and alignment upon completion of construction. The casing shall be sufficiently plumb so as not to interfere with the installation and operation of the pump. (See recommended procedures in the appendix to this chapter.)
12. **Well construction data.** The water well contractor shall provide the North Dakota board of water well contractors with an accurate record of well construction data. Drill cuttings should be obtained at five-foot [1.52-meter] intervals, and at all pronounced changes in formation. Well construction data shall include an accurate record of the drill hole diameters and depths, assembled order of size and length of casings and liners, grouting depths, formations penetrated, water levels, location of blast shots, and pumping tests. Well construction report forms are available from the North Dakota board of water well contractors.
13. **Upper terminal of well.** The casing or pitless unit for all ground water sources shall project not less than twelve inches [30.48 centimeters] above the final ground elevation, the well cover slab, or pumphouse floor.

Sites subject to flooding shall have the top of the protective casing, pitless unit, the cover of every dug well, and the floor of the pumphouse at least two feet [60.96 centimeters] above the highest-known flood elevation and be surrounded by earthfill.

14. **Capping.** The well must be protected during construction. A properly fitted cap designed for the type of well casing installed shall be used to protect the well from surface contamination until pumping equipment is installed.
15. **Bacteriological and chemical quality of water.** Every new, modified, or reconditioned ground water source shall be thoroughly cleaned and disinfected after the completion of construction and again after the permanent pump has been installed. The certified water well contractor or pump and pitless unit installer in charge during well construction and pump installation shall advise the well owner that one or more water samples from the source should be submitted to an approved laboratory for bacteriological analysis and that the well should not be placed into service until satisfactory bacteriological results are obtained.

Wells intended for use by a public water system shall be sampled for bacteriological analysis and the following chemicals and not placed into service until the results are deemed by the department to comply with the primary drinking water standards established under the Safe Drinking Water Act: antimony, arsenic, barium, beryllium, cadmium, chromium, copper, cyanide, fluoride, lead, mercury, nickel, combined nitrate/nitrite, selenium, thallium, manganese, and sulfate. When it is established that the ground water is subject to continuous or intermittent contamination, or for public water systems that the ground water is under the direct influence of surface water, provisions for continuous disinfection will be required.

16. **Chemical quality of water.** Every new, modified, or reconditioned ground water source should be examined for its chemical characteristics by tests of a representative sample in a department or other approved laboratory. The samples should be collected and tested as soon as practical.
17. **Water level measurement.** Provisions should be made for periodic measurement of the static and pumping water levels in the completed well. The installation shall be made in such manner as to prevent the entrances of foreign material.



18. **Water supply wells, geothermal ground water and return wells, and special purpose water wells.** All wells designed as water supply wells, geothermal ground water or return wells, or special purpose water wells shall be constructed in accordance with this chapter.

Each well shall be protected at its upper terminal to preclude the entrance of foreign materials.

19. **Abandoned wells.** Any abandoned water wells, including test wells, uncompleted wells, and completed wells shall be sealed by restoring, as far as possible, the controlling geological conditions which existed before the wells were drilled.

Sealing of wells results in:

- a. Elimination of physical hazards.
- b. Prevention of contamination of ground water.
- c. Conserving yield and hydrostatic head of aquifers.
- d. Prevention of intermingling of desirable and undesirable waters.

Wherever feasible, the wells should be filled with concrete grout or other approved materials. (Note: recommended grouting procedures are in the appendix to this chapter.)

At no time shall any sewage or other contaminated or toxic materials be discharged into an abandoned well.

20. **Organic polymers.** The use of biodegradable organic polymers as a drilling fluid additive has resulted in persistent microbiological contamination of ground water supplies. Organic polymers shall be used only when approved in writing by the department for a specific well construction project.

**History:** Amended effective January 1, 1984; September 1, 1986; April 1, 1997; July 1, 2008.

**General Authority:** NDCC 43-35-19, 43-35-19.1, 43-35-19.2

**Law Implemented:** NDCC 43-35-19, 43-35-19.1, 43-35-19.2

### **33-18-01-07. Pump installation for water wells.**

1. **Pumphouse appurtenances.** The installation of necessary appurtenances for public wells shall be as illustrated in pump installation details contained in the diagrams attached to this chapter.
  - a. **Floor drain.** The pumproom floor shall be watertight and shall slope away from the pump base. The pumproom floor shall be provided with a floor drain discharging to a sump at least twenty-five feet [7.62 meters] from the well.
  - b. **Vents.** Provisions shall be made for venting the well casing to the atmosphere. There shall be no holes in the pump base which might allow wastewater or other material to enter the well. A breather tube shall be installed of sufficient size to permit air to enter and leave the well freely with the changing of water elevation caused by starting and stopping the pump. The breather tube shall terminate in a full one-hundred-eighty-degree bend at least eighteen inches [45.72 centimeters] above the floor, securely screened with sixteen mesh wire screen. If the breather tube or a depth gauge line passes through the base of the pump or through the seal connection into the well, the hole about the tube shall be sealed.
  - c. **Water level measurement.** An access plug for a measuring tape or an air line and drawdown gauge for determining location of the water level shall be installed during the installation of the pump on all public wells. Installation of permanent water level



measuring equipment shall be made using corrosion-resistant materials firmly attached, in a vertical position, to the drop pipe or pump column in such a manner as to prevent entrance of foreign materials. The air line shall extend from the top of the well to several feet [meters] below the lowest anticipated water level. The length of the air line shall be accurately measured and the length recorded.

2. **Cutting of well casing.** No casing shall be cut off or cut into below ground level except to install a pitless unit or adapter.
3. **Pitless unit and adapter.**
  - a. Pitless unit. Pitless units designed to replace a section of well casing must meet the standards of the national sanitation foundation or the water systems council and must:
    - (1) Be factory fabricated from point of connection with the well casing to the unit cap or cover. The materials used must be durable, at least equal in quality to the well casing, to prevent excessive corrosion.
    - (2) Form an unbroken extension of the well casing from the point of discharge to a point above ground level as specified for upper well terminals.
    - (3) Have an inside diameter equal to or greater than the inside diameter of the well casing to facilitate work and repair on the well, pump, or well screen. Any deviation from this paragraph must be approved in writing by the department.
    - (4) Conduct water from a well casing without exposing the well to contamination through openings in the casing.
    - (5) Have access to the casing for disinfection of the well.
    - (6) Be capped with a cover having a downward flange which will overlap the edge of the unit. The cover must be securely fastened to the unit and must be sufficiently snug to the unit to be verminproof or watertight if required.

The cover must provide for watertight entrance of electrical cables, vent piping, and an air line or a tap for wetted tape measurements of depth to water level of a well.
    - (7) Be installed by threaded, welded, or compression flange gasketed connection to the cutoff casing. The threaded, welded, or compression flange gasketed connection to the cutoff casing must be watertight. If the connection to the casing is to be a field weld, the factory-assembled unit must be designed specifically for field welding.
    - (8) Have all field connections between the pitless unit and the water service pipe threaded, flanged, or mechanical joint.
  - b. Pitless adapter. Commercially manufactured clamp-on or weld-on pitless adapters for attachment to the exterior of a well casing may be installed when approved by the department. Pitless adapters must be installed according to manufacturer's specifications and meet the standards of the national sanitation foundation. A list of approved pitless adapters is available from the department.
    - (1) Pitless adapters must be constructed and installed so as to prevent the entrance of contaminants into the well or water supply through openings in the well casing.
    - (2) The pitless adapter must provide adequate clearance within the well to permit insertion and withdrawal of the pump and system components through the upper terminal of the well casing.



- (3) The pitless adapter must be connected to the well casing with clamps-and-gasket or by welding and must be watertight. To assure a watertight connection between the pitless adapter and the well casing, care must be used in cutting the hole in the well casing, preferably with a hole-cutting saw. All burrs from the cutting process must be removed. Both the outside and the inside surfaces of well casing surrounding the hole must be smooth.
        - (4) A pitless cap or cover must enclose the upper terminal of the well casing. The cap, entrance of electrical cables, vent piping, air lines, etc., must be as specified for pitless units.
        - (5) All field connections between the pitless adapter and the water service pipe must be threaded, flanged, or mechanical joint.
        - (6) All other aspects of pitless adapter requirements must be as specified for pitless units.
      - c. Freezing. Water service piping must be installed below recorded frost penetration. A minimum depth of seven feet [2.28 meters] below grade is recommended to prevent freezing.
    4. **Over-the-well pumps.** Power-driven pumps located over a well shall be installed on a concrete base of sufficient height to permit the outside casing to extend one inch [2.54 centimeters] above the concrete base. On all public water wells, the annular opening between the drill hole and casing shall be filled with cement grout before the pump base and pumphouse floor are constructed. If the well is of the gravel wall type, the outer casing shall extend at least twelve inches [30.48 centimeters] above the pumphouse floor with suitable provisions made for adding gravel. The inner casing shall extend one inch [2.54 centimeters] above the pump base. Note diagrams no. 1 and no. 2, pump installation details, in the diagrams attached to this chapter.

A sanitary well seal shall be installed at the top of the well casing to prevent the entrance of contaminated water or objectionable material.
    5. **Pump column.** A separate pump column, suction or discharge pipe shall be installed inside the well casing in all instances, whether the well is to be pumped by suction, airlift, or deep well pump.
    6. **Submersible pumps.** The discharge line installed inside of the well casing must meet the standards for ferrous or nonferrous well casing in subsections 2 and 3 of section 33-18-01-06. The discharge line shall leave the well at the top of the casing. The opening between the discharge line and casing or pipe sleeve shall be sealed watertight with an expanding rubber seal or equivalent device. When an underground discharge is desired, a properly installed pitless unit or, when approved by the department, a pitless adapter shall be used.

The electrical cable shall be firmly attached to the pump riser at intervals of twenty feet [6.10 meters] or less.

When a check valve is not part of the pump, a check valve shall be installed on the pump discharge line within the well.

A check valve on the pump discharge line is not required on nonpressurized wells for livestock use that would be damaged by freezing, when an airgap or other cross-connection control protection is provided.
    7. **Offset pumps.** Pumps offset from public wells shall be located in an aboveground pumphouse or other building. All portions of suction lines buried below the ground surface



between the well and the pump shall be enclosed in a protective pipe of standard thickness and be sealed watertight at both ends.

This requirement shall be considered satisfied if the suction line lies within a pressure discharge line.

Offset pumps for private wells may be located in a basement provided that the pumps and all suction pipes are elevated at least twelve inches [30.48 centimeters] above the floor.

8. **Hand pumps.** Hand pumps shall be of the force type equipped with a packing gland around the pump rod, a delivery spout which is closed and downward directed, and a one-piece bell-type base which is part of the pump stand or is attached to the pump column in a watertight manner.

The bell base of the pump shall be bolted with a gasket to a flange which is securely attached to the casing or pipe sleeve.

9. **Pump controls.**

- a. **Public water wells.** Pump controls for public water wells must be installed in accordance with the manufacturer's recommendations as shown on approved plans and specifications.
- b. **Private water wells.** Pump controls for private water wells should be installed in accordance with manufacturer's recommendations and must include:
  - (1) A pressure-activated pump switch.
  - (2) A thermal overload switch.
  - (3) A flow control orifice or a low water level cutoff switch on all pumps having an output in excess of the well capacity.
  - (4) A pressure relief valve on positive displacement pumps.
  - (5) The installation of necessary appurtenances for private water wells should be as illustrated in diagram no. 4 - pitless unit and appurtenances for private wells.

**History:** Amended effective January 1, 1984; September 1, 1986; April 1, 1997.

**General Authority:** NDCC 43-35-19, 43-35-19.1

**Law Implemented:** NDCC 43-35-19, 43-35-19.1

**33-18-01-08. Storage tanks.**

1. **Public water systems.** Storage equipment for public water systems must be as shown on approved plans and specifications.
2. **Private water systems.** Storage equipment must be as follows:
  - a. All tanks must be certified under water system council standards for size and pressure.
  - b. Hydropneumatic tanks must have a working pressure rating in excess of the maximum system pressure but not less than seventy-five pounds per square inch [34.02 kilograms per 6.45 square centimeters].
  - c. All tanks must be coated or made of materials resistant to corrosion.
  - d. All tanks must be constructed of materials or coatings which are nontoxic.



- e. All tanks must be provided with a means of draining.
- f. Atmospheric storage tanks must be provided with a cover to prevent the entrance of unauthorized persons, dirt, or vermin. The cover must be vented with a return bend vent pipe having an area not less than the area of the downfeed riser pipe and the vent must be screened with corrosion-resistant screen having not less than fourteen and not more than twenty openings per linear inch [2.54 centimeters].

**History:** Effective September 1, 1986.

**General Authority:** NDCC 43-35-19, 43-35-19.1

**Law Implemented:** NDCC 43-35-19, 43-35-19.1

**33-18-01-09. Materials for water distribution.**

**1. Water service pipe.**

- a. Public water systems. Water service pipe from the well to the point of entrance to a pumphouse or building must be as shown on approved plans and specifications.
- b. Private water systems. Water service pipe from the well to point of entrance to a pumphouse or building must be made of copper, galvanized steel, or approved plastic. Approved plastic (polyvinyl chloride, polyethylene, or polybutylene) must have a minimum pressure rating of one hundred sixty pounds per square inch at seventy-three degrees Fahrenheit [11.25 kilograms per square centimeter at 22.8 degrees Celsius]. Copper tube, when used underground, may not be less than type L. All threaded ferrous pipe and fittings must be galvanized or cement-lined and, when used underground in corrosive soil or filled ground, must be coal tar enamel-coated and threaded joints must be coated and wrapped when installed.

All piping must comply with applicable standards for such piping. Polyvinyl chloride, polyethylene, and polybutylene pipe shall carry the seal of the national sanitation foundation.

Permeation through polyethylene and polybutylene pipes by organic contaminants (including petroleum byproducts) can occur resulting in contamination of water supplies. Where there is known contamination of soils by organics or a high probability that contamination of soils by organics may occur, it is recommended that polyethylene and polybutylene pipe not be used to construct water supply lines.

- 2. **Fittings.** The materials of which water supply system pipe fittings are made must be compatible with the type of piping materials used in the water supply system.
- 3. **Material strength.**
  - a. All materials used for water piping must be suitable for use with the maximum temperature, pressure, and velocity that may be encountered in the installation, including temporary increases and surges.
  - b. When the standards for the piping material used for hot and cold water distribution limit the working pressure or temperature to values lower than usually encountered, the relief valve may be set no higher than the limits of the standard.

**History:** Effective September 1, 1986.

**General Authority:** NDCC 43-35-19, 43-35-19.1

**Law Implemented:** NDCC 43-35-19, 43-35-19.1



**33-18-01-10. Cross-connection control - Backflow protection.**

All wells discharging to sources of contamination, such as livestock watering tanks, must be provided with an approved backflow prevention device or an airgap to prevent the backflow or siphonage of contaminants into the well. The airgap should provide a minimum vertical distance between the potable water pipe outlet and the water surface of not less than twice the diameter of the outlet pipe. Greater distances are preferable.

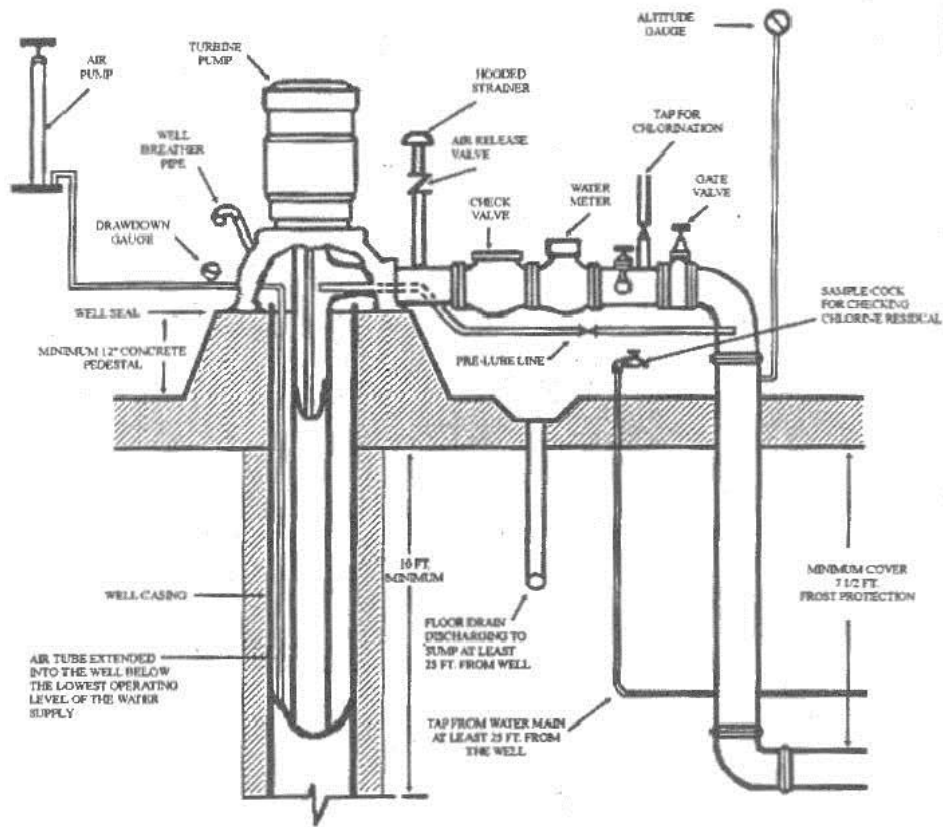
Overflow lines from stock watering tanks or other sources of contamination may not discharge to the well.

Please consult the North Dakota state plumbing code for details.

**History:** Effective September 1, 1986.

**General Authority:** NDCC 43-35-19, 43-35-19.1

**Law Implemented:** NDCC 43-35-19, 43-35-19.1



**DIAGRAM NO. 1. TURBINE TYPE PUMP AND APPURTENANCES**

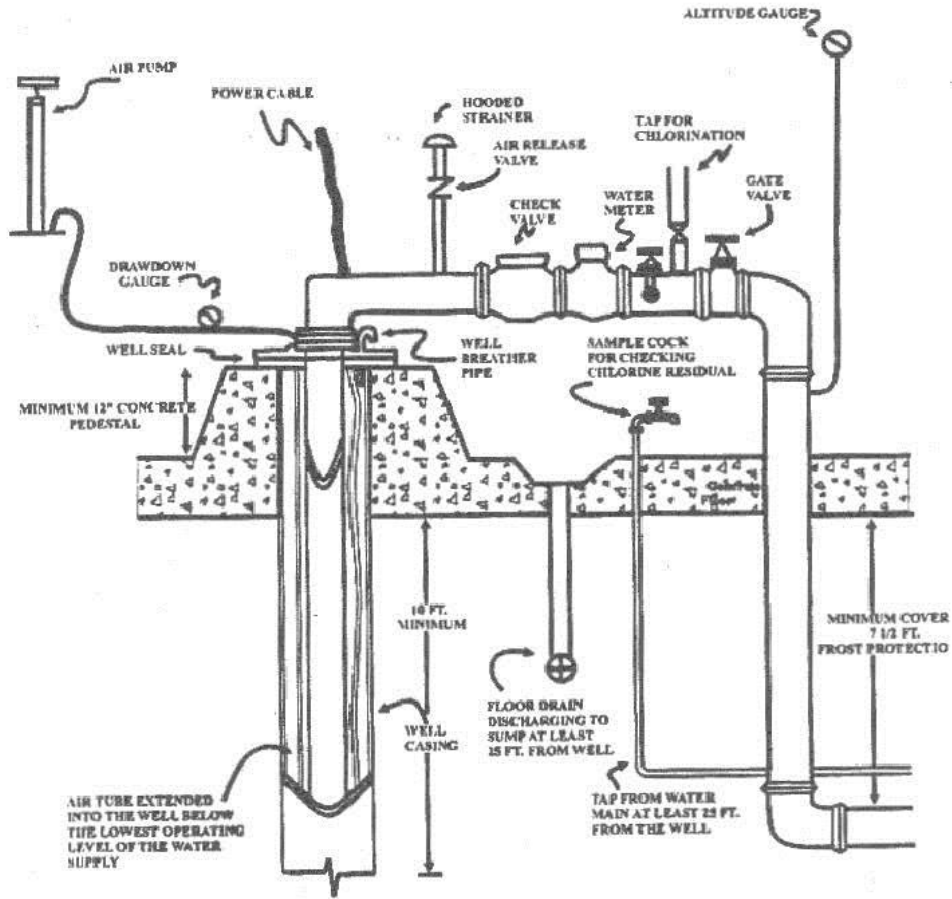


DIAGRAM NO. 2. SUBMERSIBLE TYPE PUMP AND APURTENANCES

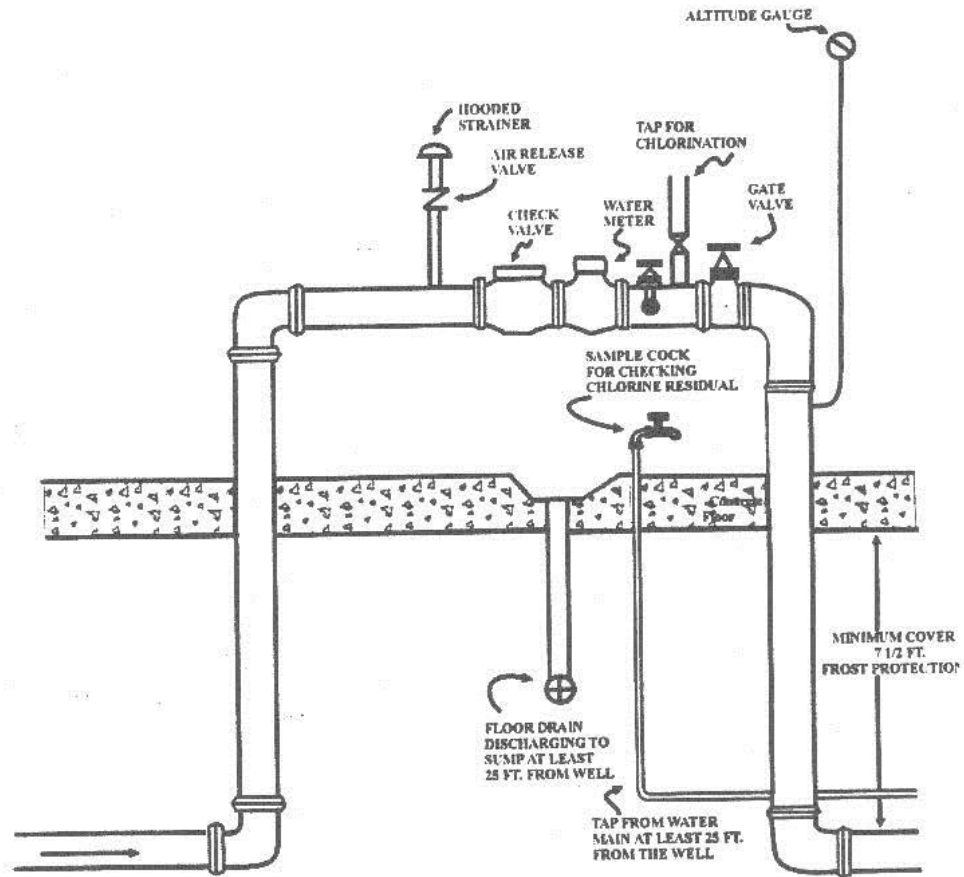


DIAGRAM NO. 3. PITLESS UNIT APPURTENANCES

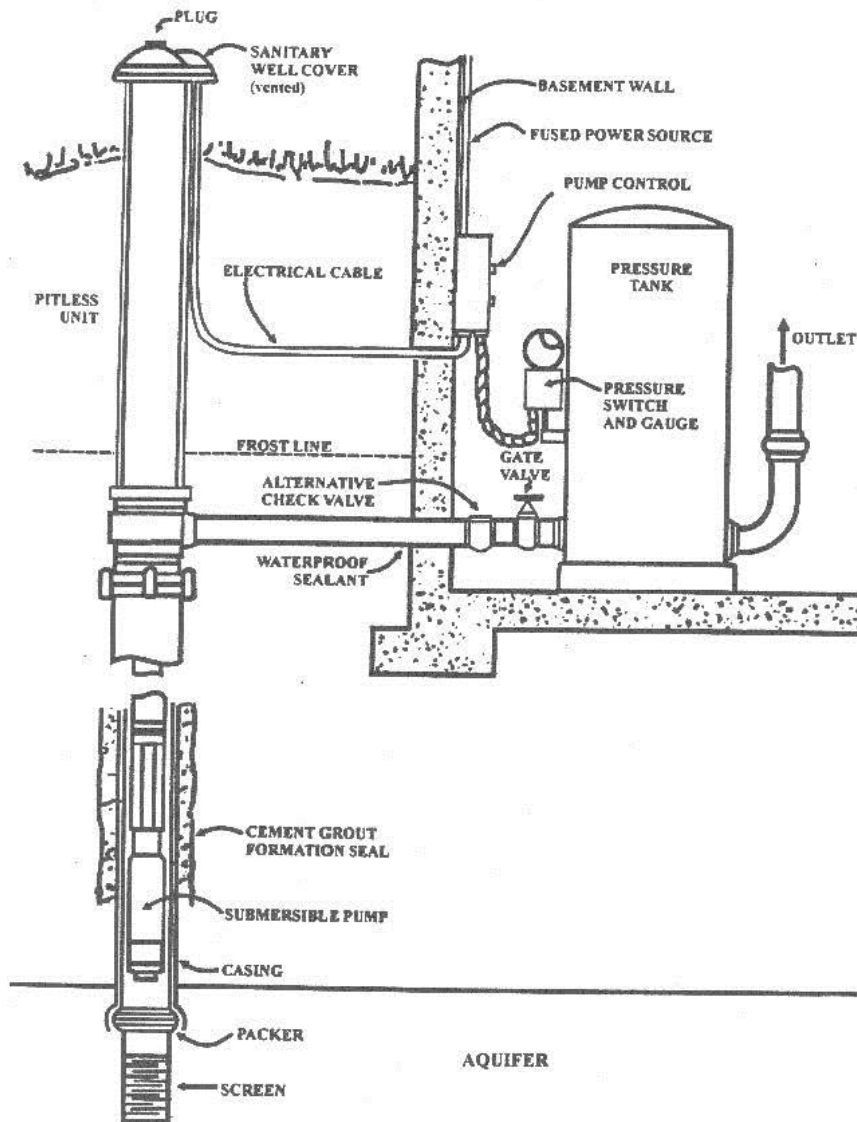


DIAGRAM NO. 4. PITLESS UNIT AND APPURTENANCES FOR PRIVATE WELLS



## APPENDIX

### I. WELL DISINFECTION

#### A. General.

Immediately after construction or repair, always disinfect with a strong chlorine solution of fifty to one hundred milligrams per liter. Materials used in construction or repair of a well are contaminated with dirt and bacteria and the water from a well is considered safe to drink only when laboratory tests show that no harmful bacteria are present.

#### B. Procedure.

1. Determine the amount of water in the well by referring to the table.
2. Add the amount of chlorine compound necessary to give a dosage of fifty milligrams per liter as indicated on the table, into the opening between the casing and the drop pipe. On new well construction, the chlorine should be added just before installation of the pumping equipment.
  - a. Chlorine tablets may be dropped in the top of the well and allowed to settle to the bottom.
  - b. Deep wells with high water levels may require that chlorine solutions be added through a hose inserted down the well casing to ensure proper diffusion of the chlorine.

Chlorine can destroy only the bacteria with which it comes in contact. Agitation of the water in the well may be required to assure thorough mixing. After adding the chlorine, start the pump and operate until the odor of chlorine is detected at the pump discharge.

3. The storage and distribution system should be disinfected along with the well. Open the house faucets and let the water run until the odor of chlorine is apparent.
4. Allow the chlorine solution to remain in the well and distribution system for a period of twenty-four hours. Pump the well and flush the distribution system to remove all traces of chlorine.
5. After pumping, collect a water sample and submit to a laboratory for a bacteriological analysis to assure the safety of the water supply. If contamination is shown to be still present in the water supply, the chlorination procedure should be repeated.
6. When time does not permit well disinfection by the procedure previously described, apply to the entire depth of the well a total volume of 50 mg/l chlorine solution at least four times greater than the volume of water in the well. Allow the chlorine solution to remain in the well for a period of at least two hours. Pump the well and flush the distribution system to remove all traces of chlorine.

#### QUANTITY OF DISINFECTANT REQUIRED TO GIVE A DOSE OF 50 MILLIGRAMS PER LITER CHLORINE

Diameter of Well, Spring, or Pipe, in Inches	Gallons of Water Per Foot of Water Depth	Ounces of Disinfectant Per 10-Ft. Depth of Water	
		65% Calcium Hypochlorite	5 1/4% Sodium Hypochlorite*
2	0.16	0.02	0.21
3	0.37	0.04	0.47
4	0.65	0.07	0.83



5	1.00	0.10	1.30
6	1.47	0.15	1.87
8	2.61	0.27	3.32
10	4.08	0.31	5.19
12	5.88	0.60	7.47
18	13.22	1.36	16.80
24	23.50	2.41	29.87
36	52.88	5.43	67.20
48	94.01	9.65	119.47

\*Sodium Hypochlorite, also known as Bleach, Clorox, etc., can be purchased at most drug and grocery stores.

One heaping tablespoon of 65% calcium hypochlorite = approximately 1/2 oz.

Six (6) 65% calcium hypochlorite tablets = approximately 1 oz.

Heavy concentrations of chlorine on or near the well screen with waters very high in iron and/or iron bacteria may result in oxidation of iron on the well screen. Efficiency of the well screen and well output could be reduced under such conditions.

II. LABORATORY SERVICE. Chemical and microbiological laboratory service is provided by the North Dakota state department of health laboratory located at 1205 Avenue A West, Bismarck, North Dakota. Mailing address is:

North Dakota State Department of Health  
Division of Laboratory Services  
P.O. Box 937  
Bismarck, ND 58502

Microbiological laboratory service is available from:

First District Health Unit  
801 11th Avenue SW  
P.O. Box 1268  
Minot, ND 58702-1268

Southwestern District Health Unit  
2869 Third Avenue West  
Dickinson, ND 58601

Fargo Cass Public Health  
Environmental Laboratory  
435 14th Avenue South  
Fargo, ND 58103

Grand Forks Environmental  
Laboratory  
503 South Fourth Street  
Grand Forks, ND 58201

### III. RECOMMENDED PROCEDURES.

#### A. Plumbness and Alignment.

Every public water well, before being officially accepted, should be tested for plumbness and alignment. The test method to be followed should be clearly stated in the specifications. As a minimum, a forty-foot [12.19-meter] section of pipe, or rigid dummy of the same length, having an outside diameter not more than one-half inch [12.7 millimeters] smaller than the diameter of the casing or hole being tested, shall move freely throughout the length of the casing or hole



to the lowest anticipated pump setting. The well should not vary from the vertical in excess of two-thirds of the smallest inside diameter of that part of the well being tested, per one hundred feet [30.48 meters] of depth.

#### B. Abandoned Wells.

For detailed procedures for abandoning wells, see Section A1-13, Sealing Abandoned Wells, AWWA Standards for Deep Wells, A100-66 or later amendments prepared by the American Water Works Association and the National Water Well Association.

#### C. Springs.

Springs should be considered as a water supply only when it is not possible to develop an acceptable well. Springs shall be protected from entry of surface water and should be housed in a permanent structure. Continuous chlorination of springs is recommended to assure the bacterial purity of the water supply.

#### D. Continuous Chlorination of Public Well Water Supplies.

Continuous chlorination is recommended for the safeguarding of public well water supplies. Chlorination not only assists in maintaining the bacterial purity of the water, but also eliminates the growth of taste-and-odor-producing nuisance organisms.

#### E. Livestock Wells.

A check valve on the pump discharge line is not required on nonpressurized wells for livestock use that would be damaged by freezing. The pump discharge line shall have a minimum airgap equal to twice the effective diameter of the discharge line to prevent backflow or siphonage into the well to prevent contamination of the well.

### IV. MEASUREMENT OF WATER WELL DRAWDOWN AND SPECIFIC CAPACITY.

Pumping tests of water supply wells can serve many purposes. Properly planned and conducted tests will reveal information about the performance and efficiency of the well being pumped. In addition, from the data obtained, calculations can be made which interpret ground water aquifer performance.

Measuring each well for pump and well yield, depth to water level, drawdown, and specific capacity should be done on a routine basis. These test results should be compared with previous tests to estimate current well and/or aquifer conditions.

#### A. Terminology.

It is important to understand the meaning of the terms used relating to the pumping test. Some of these terms are as follows:

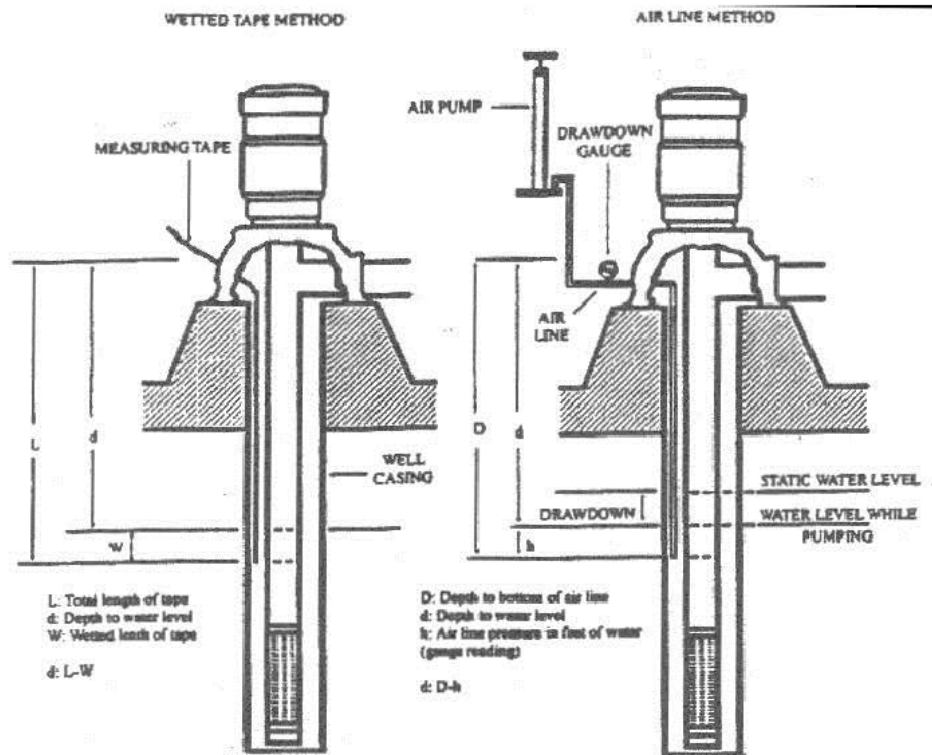
1. Static Water Level. This is the level at which water stands in the well when no water is being pumped. It is generally expressed as the distance in feet from the ground surface to the water level in the well.
2. Pumping Level. This is the level at which water stands in the well when pumping is in progress. The pumping level may also be referred to as the dynamic water level.
3. Drawdown. When a well is pumped, the water level in the vicinity of the well will be lowered. Drawdown is the difference, measured in feet, between the static water level and the pumping level.



4. **Well Yield.** The well yield is the volume of water per unit of time discharged from a well either by pumping or by free flow.
5. **Specific Capacity.** Specific capacity of the well is its yield per unit of drawdown, usually expressed as gallons per minute (gpm) per foot of drawdown.

**B. Determination of Depth to Water Level.**

1. **Wetted Tape Method.** The wetted tape method will accurately measure the depth to water in a well and can be used for depths up to one hundred feet [30.5 meters] or more. Attach a lead weight to the end of a steel measuring tape, if needed. Wipe dry the lower three or four feet [.91 or 1.22 meters] of the tape and coat with carpenter's chalk. Lower the tape into the well through the air vent or other opening until part of the chalked section is below water. Continue to lower the tape until the next even foot mark can be held exactly at a reference point and record the number of feet indicated. The tape is then removed from the well and note is made of the footage of chalked section washed away by the water. Subtract this reading from the reading obtained at the top reference point. The difference in these readings is the depth from the reference point to the water level.
2. **Air Line Method.** The air line method measures depth to water level by determining the air pressure required to push all of the water out of a submerged tube of known length. The air line consists of a one-fourth inch [6.35 millimeters] pipe, copper or plastic tubing, extending from the top of the well to a point several feet below the lowest anticipated water level. To avoid turbulence near the intake of the pump, the lower end of the air line should be at least five feet [1.52 meters] above or below the point where water enters the pump. The exact length of the air line must be known or should be measured as it is placed in the well. Make all joints airtight with white lead or piping compound. The upper end of the tube is fitted with suitable connections for an air gauge, a tire valve, and an air pump.



Pump the air into the line until the gauge pressure is constant. This indicates that all of the water has been expelled from the tube. The gauge reading shows the pressure necessary to support a column of water of a height equal to the depth the tube was submerged. If the gauge indicates feet of water, then it shows directly the submerged length of the line in feet. Subtracting the submerged length from the total length of the air line gives the depth to static water level. Gauges calibrated in pounds per square inch (psi) may be converted to feet of water by multiplying by 2.31.

#### C. Determination of Drawdown.

Example:      Depth to water before pumping      =      100 feet  
                     Depth to water after pumping        =      125 feet

Drawdown        =      Depth after pumping - depth before pumping  
                          =      125 feet - 100 feet = 25 feet

First, determine the static water level. Second, after the well has achieved a constant pumping rate or yield, measure the depth to the water level. The difference of these readings before and after pumping the well at a specific rate is measured in feet and recorded as feet of drawdown.

#### D. Determination of Specific Capacity.





geothermal system should be constructed to eliminate all sources of contamination to the water supply system and the ground water aquifer.

4. If municipal water supply systems are to be used as a source of geothermal energy, an approved backflow prevention device shall be used to separate the geothermal energy from the public water supply system.
5. To protect the drinking water supply, heat exchangers, unless otherwise permitted under the North Dakota state plumbing code, shall be of double-wall construction with a space between the two walls which is vented to the atmosphere.
6. Geothermal energy systems shall not discharge water to either municipal drinking water or sanitary sewer systems. Discharge to the municipal drinking water system is a cross-connection and could result in chemical and/or microbiological contamination of the system. Nearly all cities in the state have sewer use ordinances specifically prohibiting the connection of clear water discharges to the sewer system.
7. Geothermal energy systems may discharge to municipal storm sewer systems with approval of the municipality, and if the discharge water is compatible with the waters of the receiving stream. Degradation of surface waters by discharges from geothermal energy systems will not be allowed.
8. If water is to be reinjected into the ground water system, the discharge should be made to a similar or inferior quality aquifer.
9. Highly mineralized or saline waters, such as from the Dakota formation, should be returned to those aquifers if secondary use is not possible.
10. Evaporation ponds, which do not discharge, may be used as a means of disposal where other methods of disposal are not feasible.
11. Disposal permits under the Underground Injection Control Program or the National Pollutant Discharge Elimination System Regulations may be required. Users of geothermal energy systems should contact the department to determine whether a permit is required for their installation.

#### VI. ABANDONMENT OF TEST HOLES, PARTIALLY COMPLETED WELLS, AND COMPLETED WELLS

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##### Section 1.1 - General

The recommendations contained in this appendix pertain to wells and test holes in consolidated and unconsolidated formations. Each sealing job should be considered as an individual problem, and methods and materials should be determined only after carefully considering the objectives outlined in the standard.

##### Section 1.2 - Wells in Unconsolidated Formations

Normally, abandoned wells extending only into consolidated formations near the surface and containing water under water-table conditions can be adequately sealed by filling with concrete, grout, neat cement, clay, or clay and sand. In the event that the water-bearing formation consists of coarse gravel and producing wells are located nearby, care must be taken to select sealing materials that will not affect the producing wells. Concrete may be used if the producing wells can be shut down for a sufficient time to allow the concrete to set. Clean, disinfected sand or gravel



may also be used as fill material opposite the water-bearing formation. The remainder of the well, especially the upper portion, should be filled with clay, concrete, grout, or neat cement to exclude surface water. The latter method, using clay as the upper sealing material, is especially applicable to large-diameter abandoned wells.

In gravel-packed, gravel-envelope, or other wells in which coarse material has been added around the inner casing to within twenty to thirty feet [6.1 to 9.1 meters] of the surface, sealing outside the casing is very important. Sometimes this sealing may require removal of the gravel or perforation of the casing.

#### Section 1.4 - Wells in Noncreviced Rock Formations

Abandoned wells encountering noncreviced sandstone or other water-bearing consolidated formations below the surface deposits may be satisfactorily sealed by filling the entire depth with clay, provided there is no movement of water in the well. Clean sand, disinfected if other producing wells are nearby, may also be used through the sandstone up to a point ten to twenty feet [3.0 to 6.1 meters] below the bottom of the casing. The upper portion of this type of well should be filled with concrete, neat cement, grout, or clay to provide an effective seal against entrance of surface water. If there is an appreciable amount of upward flow, pressure cementing or mudding may be advisable.

#### Section 1.5 - Multiple Aquifer Wells

Some special problems may develop in sealing wells extending into more than one aquifer. These wells should be filled and sealed in such a way that exchange of water from one aquifer to another is prevented. If no appreciable movement of water is encountered, filling with concrete, neat cement, grout, or alternate layers of these materials and sand will prove satisfactory. When velocities are high, the procedures outlined in section 1.6 are recommended. If alternate concrete plugs or bridges are used, they should be placed in known nonproducing horizons or, if locations of the nonproducing horizons are not known, at frequent intervals. Sometimes when the casing is not grouted or the formation is nocaving, it may be necessary to break, slit, or perforate the casing to fill any annular space on the outside.

#### Section 1.6 - Wells With Artesian Flow

The sealing of abandoned wells that have a movement of water between aquifers or to the surface requires special attention. Frequently the movements of water may be sufficient to make sealing by gravity placement of concrete, cement grout, neat cement, clay, or sand impractical. In such flow, if preshaped or precast plugs are used, they should be several times longer than the diameter of the well, to prevent tilting.

Since it is very important in wells of this type to prevent circulation between formations or loss of water to the surface or to the annular space outside the casing, it is recommended that pressure cementing, using the minimum quantity of water that will permit handling, be used. The use of wells, large stone aggregate (not more than one-third of the diameter of the hole), lead wool, steel shavings, a well packer, or a wood or cast-lead plug or bridge will be needed to restrict the flow and thereby permit the gravity placement of sealing material above the formation producing the pressure mudding instead of this process if sometimes permissible.

In wells which the hydrostatic head producing flow to the surface is low, the movement of water may be arrested by extending the well casing to an elevation above the artesian-pressure surface. Previously described sealing methods suitable to the geologic conditions can then be used.

#### Section 1.7 - Sealing Materials



A number of materials that can be used for sealing wells satisfactorily, including concrete, cement grout, neat cement, clay, sand, or combinations of these materials, are mentioned in this appendix. Each material has certain characteristics and distinctive properties; therefore, one material may be especially suited for doing a particular job. The selection of the material must be based on the construction of the well, the nature of the formations penetrated, the material and equipment available, the location of the well with respect to possible sources of contamination, and the cost of doing the work.

Concrete is generally used for filling the upper part of the well or water-bearing formations, for plugging short sections of casings, or for filling large-diameter wells. Its use is cheaper than neat cement or grout, and it makes a stronger plug or seal. However, concrete will not penetrate seams, crevices, or interstices. Furthermore, if not properly placed, the aggregate is likely to separate from the cement.

Cement grout or neat cement and water are far superior for sealing small openings, for penetrating any annular space outside of casings, and for filling voids in the surrounding formation. When applied under pressure, they are strongly favored for sealing wells under artesian pressure or those encountering more than one aquifer. Neat cement is generally preferred to grout because it does not separate.

Clay, as a heavy mud-laden or special clay fluid applied under pressure, has most of the advantages of cement grout. Its use is preferred by some competent authorities, particularly for sealing artesian wells. Others feel that it may, under some conditions, eventually be carried away into the surrounding formations.

Clay in a relatively dry state, clay and sand, or sand alone may be used advantageously as sealing materials, particularly under water-table conditions where diameters are large, depths are great, formations are caving, and there is no need for achieving penetration of openings in casings, liners, or formations, or for obtaining a watertight seal at any given spot.

Frequently combinations of these materials are necessary. The more expensive materials are used when strength, penetration, or watertightness are needed. The less expensive materials are used for the remainder of the well. Cement grout or neat cement is now being mixed with bentonite clays and various aggregates. Superior results and lower cost are claimed for such mixtures.



ASTM STANDARD A 53\*  
Welded and Seamless Steel  
Pipe Schedule 40 - Standard Weight

Nominal Size (Inches)	External Diameter (Inches)	Internal Diameter (Inches)	Wall Thickness (Inches)	Weight Per Foot (lb)	
				Plain End	Threads and Couplings
1 1/4	1.660	1.380	0.140	2.27	2.28
1 1/2	1.900	1.610	0.145	2.72	2.73
2	2.375	2.067	0.154	3.65	3.68
2 1/2	2.875	2.469	0.203	5.79	5.82
3	3.500	3.068	0.216	7.58	7.62
3 1/2	4.000	3.568	0.226	9.11	9.20
4	4.500	4.026	0.237	10.79	10.89
5	5.563	5.047	0.258	14.62	14.81
6	6.625	6.065	0.280	18.97	19.18
8	8.625	7.981	0.322	28.55	29.35
10	10.750	10.020	0.365	40.48	41.85
12	12.750	12.000	0.375	49.56	51.15
14	14.000	13.250	0.375	54.57	57.00
16	16.000	15.250	0.375	62.58	65.30
18	18.000	17.250	0.375	70.59	73.00
20	20.000	19.250	0.375	78.60	81.00
22	22.000	21.000	0.500	114.81	
24	24.000	23.000	0.500	125.49	
26	26.000	25.000	0.500	136.17	
28	28.000	27.000	0.500	146.85	
30	30.000	29.000	0.500	157.53	
32	32.000	31.000	0.500	168.21	
34	34.000	33.000	0.500	178.89	
36	36.000	35.000	0.500	189.57	



ASTM STANDARD A 589\*  
Water-Well Reamed and Drifted Pipe

Nominal Size (Inches)	External Diameter (Inches)	Internal Diameter (Inches)	Wall Thickness (Inches)	Weight Per Foot (lb)	
				Plain End	Threads and Couplings
1 1/4	1.660	1.380	0.140	2.27	2.30
1 1/2	1.900	1.610	0.145	2.72	2.75
2	2.375	2.067	0.154	3.65	3.75
2 1/2	2.875	2.469	0.203	5.79	5.90
3	3.500	3.068	0.216	7.58	7.70
3 1/2	4.000	3.548	0.226	9.11	9.25
4	4.500	4.026	0.237	10.79	11.00
5	5.563	5.047	0.258	14.62	15.00
6	6.625	6.065	0.280	18.97	19.45
8	8.625	7.981	0.322	28.55	29.35
10	10.750	10.020	0.365	40.48	41.85
12	12.750	12.000	0.375	49.56	51.15

\*From "1973 Annual Book of ASTM Standards"



### SDR RATED PVC CASING - WEIGHTS AND DIMENSIONS

NOMINAL SIZE	STANDARD DIMENSION RATIO (SDR)	AVERAGE INCHES O.D.	MIN. INCHES WELL	WEIGHT (LBS/FT)		MINIMUM I.D.					
				AIR	S.P.C.-1	ROUND	I.D. AT ADDITIONAL % OUT OF ROUND				
							1%	2%	3%	4%	5%
4"	21	4.500	.214	1.875	.555	3.961	3.921	3.882	3.842	3.803	3.763
	17	4.500	.265	2.292	.678	3.882	3.843	3.804	3.765	3.726	3.686
	13.5	4.500	.333	2.831	.838	3.730	3.693	3.655	3.618	3.580	3.544
5"	21	5.563	.265	2.870	.850	4.908	4.860	4.811	4.762	4.713	4.664
	17	5.563	.327	3.497	1.035	4.781	4.743	4.696	4.647	4.598	4.552
	13.5	5.563	.412	4.341	1.285	4.601	4.555	4.509	4.463	4.417	4.371
6"	21	6.625	.318	4.074	1.206	5.856	5.797	5.738	5.680	5.621	5.563
	17	6.625	.390	4.966	1.470	5.705	5.648	5.590	5.534	5.478	5.420
	13.5	6.625	.491	6.144	1.819	5.461	5.426	5.371	5.317	5.262	5.207
8"	21	8.825	.410	6.864	2.038	7.617	7.541	7.464	7.388	7.312	7.236
	17	8.825	.508	8.421	2.493	7.427	7.353	7.278	7.204	7.130	7.056
10"	21	10.750	.511	10.693	3.165	9.516	9.421	9.325	9.230	9.135	9.040
12"	21	12.750	.508	15.042	4.452	11.302	11.189	11.076	10.963	10.849	10.736
16"		16.000	.762	23.748	7.029	14.235	14.093	13.950	13.808	13.666	13.523

Pvc / Vinyl Chloride (PVC) casing for water wells will carry the following labels for compliance with the American Society for Testing and Materials (ASTM) specification F480-81.

8" WELL CASING PVC 1120 SDR 21 IC2 F480 NSF-WC

This label includes the SDR, IC number, and the NSF-WC logo.

8" WELL CASING PVC 1120 200 PSI SDR 21 IC2 F480 NSF-WC D2241 NSF-PW

This label is the same as the first except it has also been tested as ASTM D2241 pressure pipe; therefore, the label includes the NSF-PW logo, as well as the NSF-WC logo.

NOTE: A label will also include the manufacturer's name and production code number, which are not included in the above labels.





## SECTION 01 14 00

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.01 General Requirements

- A. Measurement and payment shall be as specified in this Section.
- B. The Contractor will be paid for demolition, removal, loading, transporting, and disposal on a per site or per unit item basis as described in each bid category listed in the Bid Schedule (BIDDERS ARE WARNED TO ACCOUNT FOR ALL INCIDENTAL ITEMS AND WORK PERFORMED AT NO ADDITIONAL COST TO THE OWNER). Measurement of Supplemental Bid Items (non-incidentals) will be determined by each unit delivered, removed, and disposed of in accordance with the unit prices listed in the Bid Schedule. The quantity of debris removed under this Contract may vary significantly from the estimated quantities listed on the Bid Form. The Contractor shall not be entitled to a Change Order to increase the contract unit prices for either an increase or decrease in the quantity of work performed under this Contract. The Contractor shall not be entitled to any compensation in addition to the unit prices stated on the Bid Form. Any questions regarding the BID ITEM or CATEGORY must be provided in writing to the Program Administrator prior to five (5) business days before Bid Opening Date.
- C. General scope of work under each bid item includes all labor and materials required for accessing, demolition, removal, loading, transportation, and disposal as outlined in these Specifications.
- D. The total unit bid price shall cover all work required by the Contract Documents for the demolition of structures, removal of slabs and flatwork, fill and grading, and other associated work located on properties identified in work orders. All costs in connection with the proper and successful completion of the work, including mobilization and demobilization from each approved site, furnishing all materials, equipment, supplies, and appurtenances; providing all plans, equipment, and tools; and, performing all necessary labor and supervision to fully complete the work in accordance with these Contract Documents, shall be included in the unit prices bid. All work not specifically set forth as a pay item in the bid proposal shall be considered a subsidiary obligation of the Contractor and as such, all costs in connection therewith shall be included in the bid prices.
- E. All estimated quantities for unit price bid items stipulated in the bid proposal are approximate and are to be used only: (a) as a basis for estimating the probable cost of the work; and, (b) for the purpose of comparing the bids submitted for the work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The Contractor shall not be entitled to a Change Order to increase the contract unit prices for either an increase or decrease in work performed under this Contract. The Contractor shall not be entitled to any compensation in addition to the unit charges stated herein. In the event that there are two or more main structures on a property, all ground level structure square footage will be added together on the appropriate line item.
- F. All measurement and payments will be based on completed work performance in strict accordance with the Contract Documents and in accordance with Contract unit prices. Incidental work and items not listed in the Contract unit price schedule will not be paid for separately, but will be included in the payment for the listed item or items to which such incidental work applies. Measurement and payment for bid items shall be full compensation for all labor, equipment,



materials, testing, and incidentals necessary to perform the work in accordance with these Contract Documents, and shall include all incidentals thereto for which separate payment is not provided under other items.

#### 1.02 Debris Removal and Disposal

- A. The Contractor is solely responsible for securing and utilizing appropriate disposal facilities for waste generated under this Contract.
- B. Landfill tipping fees, taxes, and all other costs associated with disposal at the certified landfills shall be paid by the Contractor and shall be included in the quoted unit prices listed in the Bid Form.

#### 1.03 Measurement and Payment

### CATEGORY A – C&D STRUCTURES

Category A Bid Items are for SITES that contain only Construction and Demolition (C&D) type waste. All specified and incidental work described in BIT ITEM NO. 00001A shall apply without limitation to Bid Item No. 00002A through Bid Item No. 00018A. **A multi-story main structure is defined as having finished living space with finished floors, walls, and ceilings, excluding basements and is accessible by stairs (non-pulldown). A multi-story main structure will be measured based on the ground level footprint whereas the area of the ground level footprint, given in square footage, will be used to categorize the multi-story main structure for both bidding and payment purposes. No additional payment will be made for additional floors if the structure is categorized as multi-story – only the specified unit item shall apply one time per structure.**

### BID ITEM NOS 00001A through 00018A – MAIN STRUCTURE DEMOLITION

#### A. Measurement

This Bid Item is for the demolition of individual main structures identified in the Work Order(s). Main structures with slabs, under this Bid Item, shall be considered all-inclusive and no separate payment for the slab and flatwork removal will apply. **For bidding purposes, sites may vary up to 20 percent of estimated measurement size for this item.** Measurement shall consist of the total square footage of the ground level of the main structure to be demolished, plus the ground level square footage of any detached (add) structures. The main structure, and not the detached (add) structure, will be the structure at the SITE evaluated to determine if it is a single-story or multi-story structure, for both bidding and payment purposes. Size categories will then be used for both measurement and payment for the demolition of an individual main structure. Size categories are based on square footage size brackets as provided in the description for the bid items associated with the demolition of an individual main structure, which includes Bid Item Nos. 00001A-00018A. The total measured square footage of the ground level of the main structure to be demolished, plus the ground level square footage of any detached (add) structures, is applied to the size categories' ranges to determine which Bid Item applies. Measurement for payment for the demolition of an individual main structure shall be on a per each basis for the Bid Item applicable to the work identified. The Contractor shall perform work under this Bid Item complete in its entirety and in accordance with project specifications. The Contractor shall demolish, load, haul, and dispose of debris at the Contractor's designated approved landfill. It shall be noted that it is solely the responsibility of the Contractor to ensure that all debris associated with this Bid Item is disposed of at appropriate permitted landfill(s). Incidental to this Bid Item and at no additional cost to the Owner, the Contractor shall perform the following:



- Freon extraction from fixed HVAC units
- Remove and dispose of small gasoline powered equipment
- Remove and dispose of electronic waste (e-waste)
- Remove and dispose of Household Hazardous Waste (HHW)
- Remove and dispose of Hazardous and Toxic Waste (HTW)
- Remove and dispose of white goods
- Remove and dispose of tires and rims
- Remove and dispose of Municipal Solid Waste (MSW)
- Remove and dispose of medical waste
- Remove and dispose of miscellaneous Construction and Demolition (C&D) material
- Remove and dispose of miscellaneous loose vegetation
- Remove concrete structural foundations
- Removal and disposal or recycling of all concrete, slabs, basements, fountains, pavement, and flatwork
- Remove trees, limbs, and tree hangers that the Contractor deems an obstruction to the structure demolition or slab removal if approved by the Owner
- Remove all trees/shrubs and stumps that are 8 inches in diameter or smaller, as designated on the plot/site map
- Provide water for wetting structures during demolition and for controlling dust at each individual project site
- Verify with the local utility company that electricity and gas has been properly disconnected
- Disconnect and cap all water lines and sewerage lines at or near the curb stop
- Removal all water lines and sewerage lines from the disconnect location back to the structure
- Disconnect all phone and cable lines and wrap same on the main service pole
- All disconnection, plus and cap requirements shall be completed and the Engineer provided documentation a minimum of 24 hours prior to mobilizing for demolition of the structure
- Demolish, remove, haul, and dispose of an in-ground or above-ground fountains or decorative concrete, brick, or stucco items



- Remove and dispose of any and all other items not specifically listed above or required by any other pay item in the specifications

All utility disconnects work performed under these incidental items shall be performed by a licensed electrician and plumber authorized to perform this work in the local jurisdiction of this Contract in accordance with all Federal, State, and Local regulations and laws governing same.

IT SHALL BE NOTED THAT ALL DEBRIS MATERIAL AND NON-PAY REGULATED ITEMS MAY BE TRACKED FROM THE WORK SITE TO THE FINAL DISPOSAL OR RECYCLING SITE BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FROM THE APPROVED LANDFILL OR DISPOSAL SITE WHERE HHW AND HTW IS DISPOSED OF WHERE OTHER ITEMS ARE SENT FOR RECYCLING OR REUSE.

#### B. Payment

Payment shall be based on the size category (Bid Item) of the individual main structure to be demolished and not the actual square footage of the structure. Payment for this item will be made at the unit price bid per each size category (Bid Item). The Bid Item (unit is "size category") shall be the size category which the site falls within and payment will be made on a per each unit basis. Payment for this item shall be made at the unit price bid per each site completed and in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete all items specified above.

#### CATEGORY B – RACM STRUCTURES

Category B Bid Items are those PROJECT ADDRESS SITES that contain or are suspected of containing Regulated Asbestos Containing Materials (RACM). All specified and incidental work described in Bid Item No. 00001B shall apply without limitation to Bid Item No. 00002B through Bid Item No. 00018B. **A multi-story main structure is defined as having finished living space with finished floors, walls, and ceilings, excluding basements and is accessible by stairs (non-pulldown). A multi-story main structure will be measured based on the ground level footprint whereas the area of the ground level footprint, given in square footage, will be used to categorize the multi-story main structure for both bidding and payment purposes. No additional payment will be made for additional floors if the structure is categorized as multi-story – only the specified unit item shall apply one time per structure.**

#### BID ITEM NOS. 00001B through 00018B RACM – MAIN STRUCTURE DEMOLITION

##### A. Measurement

This Bid Item is for the demolition of individual main structures containing or suspected of containing RACM identified in the site-specific Work Order(s). Main structures with slabs, under this Bid Item, shall be considered all-inclusive and no separate payment for the slab removal will apply. **For bidding purposes, sites may vary up to 20 percent of estimated measurement size for this item.** Measurement shall consist of the total square footage of the ground level of the main structure to be demolished, plus the ground level square footage of any detached (add) structures. The main structure, and not the detached (add) structure, will be the structure at the SITE evaluated to determine if it is a single story or multistory structure, for both bidding and payment purposes. Size categories will then be used for both measurement and payment for the demolition of an individual main structure. Size categories are based on square footage size brackets as provided in the description for the bid items associated with the demolition of an individual main structure, which includes Bid Items Nos. 00001B-00018B. The total measured square footage of the ground



level of the main structure to be demolished, plus the ground level square footage of any detached (add) structures, is applied to the size categories' ranges to determine which bid item applies. Measurement for payment for the demolition of an individual main structure shall be on a per each basis for the Bid Item applicable to the work identified. Determination of a RACM structure shall be made by the Engineer and shall be identified in individual Work Order(s). All NDDH procedures and protocols for management, site control, handling and disposal of RACM is the responsibility of the Contractor under this item. The Contractor shall demolish, load, haul, and dispose of RACM debris at the Contractor's designated approved landfill. It shall be noted that it is solely the responsibility of the Contractor to ensure that all debris associated with this Bid Item is disposed of at the appropriate permitted landfill. Incidental to this Bid Item and at no additional cost to the Owner, the Contractor shall perform the following:

- Freon extraction from fixed HVAC units
- Remove and dispose of small gasoline powered equipment
- Remove and dispose of electronic waste (e-waste)
- Remove and dispose of Household Hazardous Waste (HHW)
- Remove and dispose of Hazardous and Toxic Waste (HTW)
- Remove and dispose of white goods
- Remove and dispose of tires and rims
- Remove and dispose of Municipal Solid Waste (MSW)
- Remove and dispose of medical waste
- Remove and dispose of miscellaneous Construction and Demolition (C&D) material
- Remove and dispose of miscellaneous loose vegetation
- Remove concrete structural foundations
- Removal and disposal or recycling of all concrete, slabs, basements, fountains, pavement, and flatwork
- Remove trees, limbs, and tree hangers that the Contractor deems and obstruction to the structure demolition if approved by the Owner
- Remove all trees/shrubs and stumps that are 8 inches in diameter or smaller, as designated on the plot/site map
- Provide water for wetting structures during demolition and for controlling dust at each individual project site
- Verify with the local utility company that the electricity and the gas has been properly disconnected



- Disconnect and cap all water lines and sewerage lines at or near the curb stop
- Remove all water lines and sewerage lines from the disconnect location back to the structure
- Disconnect all phone and cable lines and wrap same on the main service pole
- All disconnection, plus, and cap requirements shall be completed and the Engineer provided documentation a minimum of 24 hours prior to mobilizing for demolition of the structure
- Demolish, remove, haul, and dispose of any in-ground or above-ground fountains or decorative concrete, brick, or stucco items
- Remove and dispose of any and all other items not specifically listed above or required by any other pay item in the specifications

All utility disconnect work performed under these incidental items shall be performed by a licensed electrician and plumber authorized to perform this work in the local jurisdiction of this Contract in accordance with all Federal, State, and Local regulations and laws governing same.

IT SHALL BE NOTED THAT ALL DEBRIS MATERIAL AND NON-PAY REGULATED ITEMS MAY BE TRACKED FROM THE WORK SITE TO THE FINAL DISPOSAL OR RECYCLING SITE BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FROM THE APPROVED LANDFILL WHERE HHW AND HTW IS DISPOSED.

#### B. Payment

Payment shall be based on the size category (Bid Item) of the individual main structure to be demolished and not the actual square footage of the structure. Payment for this item will be made at the unit price bid per each size category (Bid Item). The Bid Item (unit is "size category") shall be the size category which the site falls within and payment will be made on a per each unit basis. Payment for this item shall be made at the unit price bid per each site completed and in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete all items specified above.

#### CATEGORY C – VACANT LOTS (NO MAIN STRUCTURES)

Category C Bid Items are for SITES that do not contain a main structure and only contain Construction and Demolition (C&D) type waste. All specified and incidental work described in Bid Item No. 00019 shall apply without limitation to Bid Item No. 00020 through Bid Item No. 00028.

#### BID ITEM NOS. 00019-00023 – BASEMENT REMOVAL AND/OR DETACHED STRUCTURE

##### A. Measurement

This Bid Item is for the demolition of basement and individual detached structures identified in the Work Order(s). Category C is for sites where the main structure no longer exists and only the basement and garage or other detached building remains. Detached structures with slabs, under this Bid Item, shall be considered for removal of the structure only, with the slab foundation being removed under separate pay item for slab removal. **For bidding purposes, sites may vary up to 20 percent of estimated measurement size for this item.** Measurement shall consist of total square footage of all basements plus detached structures to be demolished. Measurement for



payment for the demolition of an individual detached (add) structure shall be on a per each basis for the bid item applicable to the work identified. The Contractor shall perform work under this bid item complete in its entirety and in accordance with project specifications. The Contractor shall demolish, load, haul, and dispose of debris at the Contractor's designated approved landfill. It shall be noted that it is solely the responsibility of the Contractor to ensure that all debris associated with this bid item is disposed of at appropriate permitted landfill(s). Incidental to this Bid Item and at no additional cost to the Owner, the Contractor shall perform the following:

- Freon extraction from fixed HVAC units
- Remove and dispose of small gasoline powered equipment
- Remove and dispose of electronic waste (e-waste)
- Remove and dispose of Household Hazardous Waste (HHW)
- Remove and dispose of Hazardous and Toxic Waste (HTW)
- Remove and dispose of white goods
- Remove and dispose of tires and rims
- Remove and dispose of Municipal Solid Waste (MSW)
- Remove and dispose of medical waste
- Remove and dispose of miscellaneous Construction and Demolition (C&D) material
- Remove and dispose of miscellaneous loose vegetation
- Remove trees, limbs, and tree hangers that the Contractor deems an obstruction to the structure demolition if approved by the Owner
- Provide water for wetting structures during demolition and for controlling dust at each individual project site
- Verify with the local utility company that electricity and gas has been properly disconnected
- Disconnect and cap all water lines and sewerage lines at or near the curb stop
- Remove all water lines and sewerage lines from the disconnect location back to its intended connection on the property
- Disconnect all phone and cable lines and wrap same on the main service pole
- All disconnection, plug, and cap requirements shall be completed and the Engineer provided documentation a minimum of 24 hours prior to mobilizing for demolition of the structure
- Demolish, remove, haul, and dispose of any in-ground or above-ground fountains or decorative concrete, brick, or stucco items



- Remove and dispose of any and all other items not specifically listed above or required by any other pay item in the specifications

All utility disconnect work performed under these incidental items shall be performed by a licensed electrician and plumber authorized to perform this work in the local jurisdiction of this Contract in accordance with all Federal, State and Local regulations and laws governing same.

IT SHALL BE NOTED THAT ALL DEBRIS MATERIAL AND NON-PAY REGULATED ITEMS MAY BE TRACKED FROM THE WORK SITE TO THE FINAL DISPOSAL OR RECYCLING SITE BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FROM THE APPROVED LANDFILL OR DISPOSAL SITE WHERE HHW AND HTW IS DISPOSED OF WHERE OTHER ITEMS ARE SENT FOR RECYCLING OR REUSE.

#### B. Payment

Payment shall be based on the size category (Bid Item) of the individual detached (add) structure to be demolished and not the actual square footage of the structure. Payment for this item will be made at the unit price bid per each size category (Bid Item). The Bid Item (unit is "size category") shall be the size category which the site falls within and payment will be made on a per each unit basis. Payment for this item shall be made at the unit price bid per each site completed and in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete all items specified above.

Category C Bid Items 00024 thru 00028 are those pay items that contain only a slab or flatwork, or for the completion of sites contained basements and/or detached (add) buildings only removed under Pay Items 00019 through 00023. Bid Item No. 00024 shall apply without limitation to Bid Items No. 00025 through Bid Item 00028.

#### BID ITEM NOS. 00024 through 00028 – CONCRETE REMOVAL AND DISPOSING OR RECYCLING

##### A. Measurement

This Bid Item is for the removal of slabs and flatwork identified in the site-specific Work Order(s). **For bidding purposes, sites may vary up to 20 percent of estimated measurement size for this item.** Size categories will be used for both measurement and payment of concrete removal and disposal or recycling. Size categories are based on square footage size brackets as provided in the description for the bid items associated with concrete removal and disposal or recycling, which includes Bid Items Nos. 00024-00028. The total measured square footage of concrete slabs and other concrete pavement is applied to the size categories' ranges to determine which bid item applies. Measurement for payment for concrete removal and disposal or recycling shall be on a per each basis for the bid item applicable to the work identified. The Contractor shall perform work under this bid item complete in its entirety and in accordance with project specifications. The Contractor shall remove, load, and haul concrete and flatwork to an approved recycling facility. Incidental to this Bid Item and at no additional cost to the Owner, the Contractor shall perform the following:

- Remove and dispose of miscellaneous Construction and Demolition (C&D) material
- Remove and dispose of miscellaneous loose vegetation
- Remove concrete structural foundations



- Removal and disposal or recycling of all concrete, slabs, basements, foundations, pavement, and flatwork
- Remove trees, limbs, and tree hangers that the Contractor deems an obstruction to the slab and/or flatwork removal if approved by the Owner
- Remove all trees/shrubs and stumps that are 8 inches in diameter or smaller, as designated on the plot/site map
- Provide water for wetting of slabs and/or flatwork during removal and for controlling dust at each individual project site
- Verify with the local utility company that the electricity and the gas has been properly disconnected
- Disconnect and cap all water lines and sewerage lines at or near the curb stop
- Remove all water lines and sewerage lines from the disconnect location back to its intended connection on the property
- Disconnect all phone and cable lines and wrap same on the main service pole
- All disconnection, plug, and cap requirement shall be completed and the Engineer provided documentation a minimum of 24 hours prior to mobilizing for the removal of the slab and/or flatwork
- Demolish, remove, haul, and dispose of any in-ground or above-ground fountains or decorative concrete, brick, or stucco items
- Remove and dispose of any and all other items not specifically listed above or required by any other pay item in the specifications

All utility disconnect work performed under these incidental items shall be performed by a licensed electrician and plumber authorized to perform this work in the local jurisdiction of this Contract in accordance with all Federal, State and Local regulations and laws governing same.

IT SHALL BE NOTED THAT ALL DEBRIS MATERIAL AND NON-PAY REGULATED ITEMS MAY BE TRACKED FROM THE WORK SITE TO THE FINAL DISPOSAL OR RECYCLING SITE BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FROM THE APPROVED LANDFILL WHERE HHW AND HTW IS DISPOSED.

#### B. Payment

Payment shall be based on the size category (Bid Item) of the concrete slab and other concrete pavement and not the actual square footage of concrete surface. Payment for this item will be made at the unit price bid per each size category (Bid Item). The Bid Item (unit is "size category") shall be the size category which the site falls within and payment will be made on a per each unit basis. Payment for this item shall be made at the unit price bid per each site completed and in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete all items specified above.



## CATEGORY D – SUPPLEMENTAL BID ITEMS

### BID ITEM NO. 00029 – VEHICLE REMOVAL AND DISPOSAL

#### A. Measurement

Measurement for payment for automobile vehicle removal and disposal shall be on a per each basis for each vehicle identified by the Engineer or these specifications to be removed. Upon removal, the Contractor will be issued a haul ticket at the site of removal. The Engineer, at its sole discretion, will either collect the haul ticket at the Contractor's disposal site or allow the Contractor's disposal site to certify receipt of the vehicle and receive the certified haul tickets from the Contractor or its disposal site.

#### B. Payment

Payment for this item shall be made at the unit price bid per each vehicle removed and disposed of in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove and dispose of abandoned vehicles. No payment will be made for vehicle removal and disposal without haul tickets signed by the Engineer's or Owner's representative at the site and certified as received by the disposal site.

The Contractor is responsible to remove and dispose of licensed and non-licensed vehicles in accordance with all Federal, State, and Local laws and regulations.

### BID ITEM NO. 0030 – VESSEL REMOVAL AND DISPOSAL

#### A. Measurement

Measurement for payment for vessel (i.e., watercraft larger than 20 feet) removal and disposal shall be on a per each basis for each vessel identified by the Engineer or these specifications to be removed. Upon removal, Contractor will be issued a haul ticket at the site of removal. The Engineer, at its sole discretion, will either collect the haul ticket at the Contractor's disposal site or allow the Contractor's disposal site certify receipt of the vessel and receive the certified haul tickets from the Contractor or its disposal site.

#### B. Payment

Payment for this item shall be made at the unit price bid per vessel removed and disposed of in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove and dispose of abandoned vessels. No payment will be made for vessel removal and disposal without haul tickets signed by the Engineer's or Owner's representative at the site and certified as received by the disposal site.

The Contractor is responsible to remove and dispose of licensed and non-licensed vessels in accordance with all Federal, State and Local laws and regulations.

### BID ITEM NO. 00031 – ASBESTOS ABATEMENT – FLOOR MATERIAL

#### A. Measurement

Measurement shall be in place on a per square foot basis using mean length and width for floor material removal as directed by the Engineer.



**B. Payment**

Payment for this item shall be made at the unit price per square foot and in accordance with the specifications contained herein. Floor tile includes mastic (in accordance with applicable regulations), other adhesives, and fiber backing. Price and payment shall be full compensation for materials, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the work in accordance with the specifications for which separate payment is not provided under other items on the Bid Form. Multiple layers of any and all ACM and Non-ACM floor material, including all RACM vinyl tile and mastic located on the surface of any foundations and concrete flatwork shall be paid as one layer. There should be no duplication of payment for multiple layers. Contractor shall be paid for the total area, given in square footage, of the top, or visible, layer as identified. Any discrepancies, between the quantities provided and the actual quantities found, in the total area, of the ACM floor material, shall be adjusted to the actual square footage of the top layer of ACM floor material found on site.

**BID ITEM NO. 00032 – ASBESTOS ABATEMENT – ROOFING MATERIAL**

**A. Measurement**

Measurement shall be in place on a per square foot basis using mean length and width for the removal of shingle, felt, mastic or any other ACM material located on the roof of the structure as directed by the Asbestos Consultant.

**B. Payment**

Payment for this item shall be made at the unit price per square foot and in accordance with the specifications contained herein. Price and payment shall be full compensation for material, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the work in accordance with these specifications for which separate payment is not provided under other items on the Bid Form.

**BID ITEM NO. 00033 – ASBESTOS ABATEMENT – CEILING MATERIAL**

**A. Measurement**

Measurement shall be made in place on a per square foot basis using mean length and width for ceiling texture removal as directed by the Asbestos Consultant.

**B. Payment**

Payment for this item shall be made at the unit price per square foot and in accordance with the specifications contained herein. Price and payment shall be full compensation for material, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the work in accordance with these specifications for which separate payment is not provided under other items in the Bid Form.



#### BID ITEM NO. 00034 – ASBESTOS ABATEMENT – WALL MATERIAL

A. Measurement

Measurement shall be in place on a per square foot basis using mean length and width for wall texture removal as directed by the Asbestos Consultant.

B. Payment

Payment for this item shall be made at the unit price per square foot and in accordance with the specifications contained herein. Price and payment shall be full compensation for material, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the work in accordance with these specifications for which separate payment is not provided under other items on the Bid Form.

#### BID ITEM NO. 00035 – ASBESTOS ABATEMENT – MISC. DUCT INSULATION

A. Measurement

Measurement shall be in place on a per square foot basis using mean length and width for miscellaneous duct insulation.

B. Payment

Payment for this item shall be made at the unit price per square foot and in accordance with the specifications contained herein. Price and payment shall be full compensation for materials, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the work in accordance with these specifications for which separate payment is not provided under other items on the Bid Form.

#### BID ITEM NO. 00036 – ASBESTOS ABATEMENT – ATTIC/WALL INSULATION

A. Measurement

Measurement shall be in place on a per square foot basis using mean length and width for attic/wall insulation.

B. Payment

Payment for this item shall be made at the unit price per each basis and in accordance with the Specifications contained herein. Price and payment shall be full compensation for materials, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the work in accordance with these specifications for which separate payment is not provided under other items on the Bid Form.



#### BID ITEM NO. 00037 – ASBESTOS ABATEMENT – FLUE PIPE

A. Measurement

Measurement shall be in place on a per linear foot basis.

B. Payment

Payment for this item shall be made at the unit price per linear foot and in accordance with the specifications contained herein. Price and payment shall be full compensation for materials, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the work in accordance with these specifications for which separate payment is not provided under other items on the Bid Form.

#### BID ITEM NO. 00038 – ASBESTOS ABATEMENT – UNDERGROUND ASBESTOS PIPE OR PIPE WRAP

A. Measurement

Measurement shall be in place on a per linear foot basis.

B. Payment

Payment for this item shall be made at the unit price per linear foot and in accordance with the specifications contained herein. Price and payment shall be full compensation for materials, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the work in accordance with these specifications for which separate payment is not provided under other items on the Bid Form.

#### BID ITEM NO. 00039 – ASBESTOS ABATEMENT – TRANSITE SIDING

A. Measurement

Measurement shall be in place on a per square foot basis using mean length and width for floor tile removal as directed by the Engineer.

B. Payment

Payment for this item shall be made at the unit price per square foot and in accordance with the Specifications contained herein. Price and payment shall be full compensation for materials, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the work in accordance with these specifications for which separate payment is not provided under other items on the Bid Form.

#### BID ITEM NO. 00040 – ASBESTOS ABATEMENT – CAULK AND WINDOW GLAZE

A. Measurement

Measurement shall be in place on a per window basis as directed by the Asbestos Consultant.



B. Payment

Payment for this item shall be made at the unit price per window and in accordance with the Specifications contained herein. Price and payment shall be full compensation for material, labor, and equipment.

**BID ITEM NO. 00041 – REMOVAL OF TREES AND STUMPS – GREATER THAN 8 INCHES AND UP TO 36 INCHES**

A. Measurement

Measurement for payment for tree and stump removal shall be on a per each basis for each tree identified by the Engineer or these specifications to be removed. The diameter will be determined by dividing the circumference of the tree, measured at 4' above adjacent grade, by 3.14, rounded to the nearest inch. Upon removal, Contractor will be issued a haul ticket at the site of removal. Engineer, at its sole discretion, will either collect the haul ticket(s) at the Contractor's disposal site or allow the Contractor's disposal site to certify receipt of the material and receive the certified received haul tickets from the Contractor or its disposal site.

B. Payment

Payment for this item shall be made at the unit price bid per each tree and stump removed and disposed of in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove, extract, backfill (see Section 3700 Part 2) and dispose of trees and stumps identified by the Engineer to be removed. No payment will be made for tree removal without haul tickets signed by the Engineer's or Owner's representative at the site and certified as received by the disposal site. The Contractor shall be responsible to adhere to Federal, State and Local procedures and protocols for management, safety, site control, loading, hauling and final disposition of all material included in this Bid Item.

**BID ITEM NO. 00042 – REMOVAL OF TREES AND STUMPS – GREATER THAN 36 INCHES**

A. Measurement

Measurement for payment for tree and stump removal shall be on a per each basis for each tree identified by the Engineer or these specifications to be removed. The diameter will be determined by dividing the circumference of the tree, measured at 4' above adjacent grade, by 3.14, rounded to the nearest inch. Upon removal, Contractor will be issued a haul ticket at the site of removal. Engineer, at its sole discretion, will either collect the haul ticket(s) at the Contractor's disposal site or allow the Contractor's disposal site to certify receipt of the material and receive the certified received haul tickets from the Contractor or its disposal site.

B. Payment

Payment for this item shall be made at the unit price bid per each tree and stump removed and disposed of in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove, extract, backfill (see Section 3700 Part 2) and dispose of trees and stumps identified by the Engineer to be removed. No payment will be made for tree removal without haul tickets signed by the Engineer's or Owner's representative at the site and certified as received by the disposal site. The Contractor shall be responsible to adhere to Federal, State, and Local procedures and protocols for



management, safety, site control, loading, hauling, and final disposition of all material included in this Bid Item.

#### BID ITEM NO. 00043 – REMOVAL OF TREE HANGERS

##### A. Measurement

Measurement for payment for tree limb removal shall be on a per each basis for each tree identified by the Engineer or these specifications to have limbs that need to be removed. Upon removal, Contractor will be issued a haul ticket at the site of removal. Engineer, at its sole discretion, will either collect the haul ticket(s) at the Contractor's disposal site or allow the Contractor's disposal site to certify receipt of the material and receive the certified received haul tickets from the Contractor or its disposal site.

##### B. Payment

Payment for this item shall be made at the unit price bid per each applicable tree in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove and dispose of tree limbs identified by the Engineer to be removed. No payment will be made for tree limb removal without haul tickets signed by the Engineer's or Owner's representative at the site and certified as received by the disposal site. The Contractor shall be responsible to adhere to federal, state and local procedures and protocols for management, safety, site control, loading, hauling, and final disposition of all material included in this Bid Item.

#### BID ITEM NO. 00044 – STUMP REMOVAL – GREATER THAN 8 INCHES UP TO 36 INCHES

##### A. Measurement

Measurement for payment for stump removal shall be on a per each basis for each stump identified by the Engineer or these specifications to be removed. The stump diameter shall be determined by dividing the circumference of the stump, measured at existing grade, by 3.14, rounded to the nearest inch. Upon removal, Contractor will be issued a haul ticket at the site of removal. Engineer, at its sole discretion, will either collect the haul ticket(s) at the Contractor's disposal site or allow the Contractor's disposal site to certify receipt of the material and receive the certified received haul tickets from the Contractor or its disposal site.

##### B. Payment

Payment for this item shall be made at the unit price bid per each stump removed and disposed of in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove, extract, backfill (see Section 3700 Part 2) and dispose of stumps identified by the Engineer to be removed. No payment will be made for stump removal without haul tickets signed by the Engineer's or Owner's representative at the site and certified as received by the disposal site. The Contractor shall be responsible to adhere to federal, state and local procedures and protocols for management, safety, site control, loading, hauling and final disposition of all material included in this Bid Item.

#### BID ITEM NO. 00045 – STUMP REMOVAL – GREATER THAN 36 INCHES

##### A. Measurement



Measurement for payment for tree removal shall be on a per each basis for each stump identified by the Engineer or these specifications to be removed. The stump diameter shall be determined by dividing the circumference of the stump, measured at existing grade, by 3.14, rounded to the nearest inch. Upon removal, Contractor will be issued a haul ticket at the site of removal. Engineer, at its sole discretion, will either collect the haul ticket(s) at the Contractor's disposal site or allow the Contractor's disposal site to certify receipt of the material and receive the certified received haul tickets from the Contractor or its disposal site.

**B. Payment**

Payment for this item shall be made at the unit price bid per each stump removed and disposed of in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove, extract, backfill (see Section 3700 Part 2) and dispose of stumps identified by the Engineer to be removed. No payment will be made for stump removal without haul tickets signed by the Engineer's or Owner's representative at the site and certified as received by the disposal site. The Contractor shall be responsible to adhere to federal, state and local procedures and protocols for management, safety, site control, loading, hauling and final disposition of all material included in this Bid Item.

**BID ITEM NO. 00046 – TOPSOIL**

**A. Measurement**

Measurement for payment for topsoil shall be on a cubic yard basis for each CY of topsoil that may be needed to promote proper drainage for a site, as directed by the Engineer. This is in addition to what is included in Bid Items 00041, 00042, 00044, and 00045, above.

**B. Payment**

Payment for this item shall be made at the unit price bid per cubic yard and in accordance with these specifications. No payment will be made for topsoil installed without haul tickets signed or initialed by the Engineer's or Owner's representative. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly spread, fill and grade property so that proper drainage is achieved.

**BID ITEM NO. 00047 – BORROW**

**A. Measurement**

Measurement for payment for borrow shall be on a cubic yard basis for each CY of borrow that may be needed at the site, as directed by the Engineer. This is in addition to what is included in Bid Items 00041, 00042, 00044, and 00045, above.

**B. Payment**

Payment for this item shall be made at the unit price bid per cubic yard and in accordance with these specifications. No payment will be made for borrow installed without haul tickets signed or initialed by the Engineer's or Owner's representative. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly fill, spread, and compact.



#### BID ITEM NO. 00048 – SITE SEEDING

##### A. Measurement

Measurement for payment for seeding shall be on a per each basis for each site identified by the Engineer or these specifications to be restored.

##### B. Payment

Payment for this item shall be made at the unit price bid per site in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work including water, fertilizer, and maintenance to ensure growth acceptable to the Engineer.

#### BID ITEM NO. 00049 – FENCE REMOVAL AND DISPOSAL

##### A. Measurement

Measurement for payment for fence removal and disposal shall be on a per linear foot basis for each section of fencing identified by the Engineer to be removed. Upon removal, Contractor will be issued a haul ticket at the site of removal. Engineer, at its sole discretion, will either collect the haul ticket at the Contractor's disposal site or allow the Contractor's disposal site certify receipt of the fencing and receive the certified received haul tickets from the Contractor or its disposal site.

##### B. Payment

Payment for this item shall be made at the unit price bid per linear foot and in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove and dispose of fencing of any type. No payment will be made for fence removal and disposal without haul tickets signed by the Engineer's or Owner's representative at the site and certified as received by the disposal site.

#### BID ITEM NO. 00050 – SANITARY SEWER SERVICE LATERAL DISCONNECT AND REMOVAL

All utility disconnect work performed under these alternate bid items shall be performed by a licensed plumber and authorized to perform this work in the local jurisdiction of this Contract in accordance with all Federal, State, and Local regulations and laws governing same.

##### A. Measurement

Measurement shall be on a per each basis for sanitary sewer service disconnections and removal from the curb stop to the main sewerage line. In the event that sections of the road, curbs, or walkways will need to be removed, all repairs must be made to the pre-existing conditions, after which Contractor will schedule inspections for approval with the Owner.

##### B. Payment

Payment shall be made at the unit price bid per each sanitary sewer service lateral disconnection and removal performed in accordance with these Contract Documents contained herein. This price and payment shall be full compensation for all material, labor, equipment, watertight caps, excavation, bedding, backfill, compaction, grading of the surface to match existing topography, loaming and seeding, dewatering, concrete/asphalt repair, traffic control and devices, traffic plan (if required), disposal of excess excavation material, and any other related or incidental items required



to complete this item of work for which separate payment is not provided for under other items on the Bid Form.

#### BID ITEM NO. 00051 – WATER SERVICE DISCONNECT AND REMOVAL

##### A. Measurement

Measurement shall be on a per each basis for water service disconnections from the curb stop to the main water line. In the event that sections of the road, curbs, or walkways will need to be removed, all repairs must be made to the pre-existing conditions, after which Contractor will schedule inspections for approval with the Owner.

##### B. Payment

Payment shall be made at the unit price bid per each water service disconnected in accordance with these Contract Documents contained herein. This price and payment shall be full compensation for all material, labor, equipment, watertight caps, excavation, backfill, compaction, grading of the surface to match existing topography, loaming and seeding, dewatering, concrete/asphalt repair, traffic control and devices, traffic plan (if required), disposal of excess excavation material, and any other related or incidental items required to complete this item of work for which separate payment is not provided for under other items on the Bid Form.

#### BID ITEM NO. 00052 – CONCRETE SAW CUT

##### A. Measurement

Measurement for payment for concrete saw cut shall be on a per linear foot basis identified by the Engineer.

##### B. Payment

Payment for this item shall be made at the unit price bid per linear foot and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly make cut.

#### BID ITEM NO. 00053 – SEPTIC/CISTERN REMOVAL

##### A. Measurement

Measurement for payment for a septic system or a cistern removal shall be on a per each basis identified by the Engineer.

##### B. Payment

Payment for this item shall be made at the unit price bid per each removal and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove the tank and any associated drain lines and/or piping on the property in accordance with the City of Minot and North Dakota Department of Health rules and regulations.



## BID ITEM NO. 00054 – WATER WELL ABANDONMENT

### A. Measurement

Measurement for payment for abandoning a water well shall be on a per each basis identified by the Engineer.

### B. Payment

Payment for this item shall be made at the unit price bid per each removal and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly abandon the water well in accordance with the City of Minot and North Dakota Department of Health rules and regulations.

END OF SECTION



## SECTION 02 41 00

### DEMOLITION AND DEBRIS REMOVAL, TRANSPORTATION, AND DISPOSAL

#### PART 1 GENERAL

##### 1.01 Project Description

- A. The Owner desires to demolish designated stick built structures and to remove and dispose of resultant and flood generated debris. Such debris may include construction and demolition debris, household hazardous waste, hazardous and toxic waste, petroleum products, electronic wastes, ozone depleting substances, white goods, small gasoline motorized equipment, loose vegetative debris, leaning trees and trees with hanging limbs, etc. All work performed under this Project/Contract shall be coordinated, supervised, and monitored by the Engineer.

##### 1.02 General Requirements

- A. The demolition and debris removal, transportation, and disposal work included in the Contract Documents shall be completed by December 31, 2018.
- B. The Contractor and/or the Subcontractor performing the demolition of structures must have a North Dakota Contractors License to perform demolition and ACM removal.
- C. All personnel on site must have the applicable Federal and State licenses and certifications to perform ACM, HHW, HTW, and Freon removal, extractions, and inspections.
- D. A daily tailgate safety meeting shall be conducted each morning prior to each day's activities. The daily safety meeting shall include the hazards expected with each day's activities and the mitigation measures for each hazard shall be discussed. The Contractor Safety Plan may be referenced for mitigation measures and shall include the signatures of all in attendance.
- E. The site superintendent shall meet with the Engineer once weekly in the Engineer's office or at a designated location.

##### 1.03 Demolition

- A. The work shall consist of structural demolition and demolition debris removal. The scope of demolition will include the demolition of City-owned structures and the removal, transportation, and disposal of the demolition debris in accordance with all applicable Federal, State, and Local regulations governing demolition and the demolition of structures containing hazardous substances. Structures may include ancillary detached structures.
- B. It shall be the responsibility of the Contractor to determine if a structure identified for demolition is safe enough to have its employees and/or subcontractors enter to remove waste debris items such as HHW, HTW, petroleum products, e-wastes, ozone depleting substances, white goods, small gasoline powered motorized equipment, etc. prior to the start of demolition.
- C. The use of explosives is prohibited.



- D. Demolition shall not begin on structures without the Engineer present. The Contractor shall check the structures immediately prior to demolition to ensure that the properties are vacated.

#### 1.04 Decommissioning of Hazardous Substances and Other Waste

- A. The work shall include the hazardous substance decommissioning of structures prior to or during demolition. Such decommissioning, removal, handling, and transportation of hazardous substances to the Contractor's approved disposal site of choice shall be performed in accordance with all applicable Federal, State, and Local regulations and laws. Hazardous substances to be commissioned shall include, but not be limited to, asbestos, HHW, HTW, petroleum products, e-waste, ozone depleting substances, white goods, and small motorized equipment.
- B. The Contractor will conduct ACM inspections if necessary and if feasible in accordance with the latest North Dakota's Regulations and Protocols.

#### 1.05 Construction and Demolition Debris and Loose Vegetative Debris Removal, Transportation, and Disposal

- A. The work shall include the removal of construction and demolition and loose vegetative debris from private property as specified on the Work Order. Such work shall include the removal, transportation, and disposal of this debris in accordance with all applicable Federal, State, and Local regulations and laws governing same.
- B. The structures and contents are considered to have no salvage value.

#### 1.06 Damage

- A. The Contractor shall repair all roadways, sidewalks, utilities, drainage structures, and other features not designated for demolition or removal, which are damaged by Contractor operations. This will include re-sloping damaged surfaces to original grade. It shall be duly noted that concrete slabs, sidewalks, structural foundations, and piers/pilings attached to the ground which ARE EXCLUDED from the scope of this work shall not be demolished or damaged.

#### 1.07 Performance

- A. The Contractor shall be expected to demolish and remove debris from approximately one to five (1-5) houses per day.

#### 1.08 Mobilization and Demobilization

- A. Mobilization shall consist of all preparatory work and operations, including those necessary for movement of personnel, equipment, supplies, and incidentals to and from the project sites, installing and maintaining temporary roads and drainage structures as need to access the project sites, the costs of bonds, required insurance and all other pre- and post-construction expenses necessary to perform this work. It shall be duly noted that such expenses are the sole responsibility of the Contractor.
- B. Demobilization shall consist of removing all signs of temporary facilities, work areas, structures, or temporary structures, stockpiles of excess waste materials, or any other vestiges of the work of this Contract at each site. Restoration to original contours will generally not be required, unless specifically directed by the CDA. However, all restored areas shall be smoothly and evenly



ressed. Street signs shall be returned to pre-existing location and condition following completion of the work at each site. It shall be duly noted that such activities are incidental and related expenses are the sole responsibility of the Contractor.

#### 1.09 Staging and Disposal Sites

- A. The Contractor is responsible to negotiate and secure contracts for all sites and site access for staging areas and loading. All work shall be coordinated with adjacent landowners throughout the project duration. All infrastructure, facilities, and property affected by site access and staging shall be restored to their original condition. The Contractor shall video tape and photograph all staging areas prior to mobilization to assure proper restoration as well as furnish the Engineer with copies of all video tapes and photographs.
- B. The Contractor shall be responsible for the segregation of debris to facilitate disposal in approved sites. The Contractor is responsible for all tipping fees and disposal costs and shall provide proof of a contract or an account with all of the landfills, which he designates for disposal under this Contract. The Contractor is responsible for providing an approved area for truck and equipment inspections.

### PART 2 SUBMITTALS

#### 2.01 Contractor Safety Plan

- A. The Contractor shall submit a Contractor Safety Plan in accordance with the 2003 edition of EM 385-1-1, Safety and Health Requirements Manual. The Plan shall address decommissioning of hazardous material tasks, hazards, and mitigation measures for review and approval prior to implementation of any decommissioning. One (1) copy of the completed Contractor Safety Plan shall be provided to the Engineer within three (3) working days of the Contract award. This Plan must be reviewed by the Engineer prior to the commencement of any work.

#### 2.02 Contractor Decommissioning and Demolition Plan

- A. The Contractor shall develop a Decommissioning and Demolition Plan for the decommissioning of structures to be demolished, that shall be in accordance with all Federal, State, and Local requirements. The Decommissioning and Demolition Plan's components shall address, but not be limited to the following items: decommissioning inspections; inspector qualifications and training; evaluation of structures for the presence of regulated and hazardous substances and materials; hazardous material removal; and, transport and disposal of decommissioned and demolition waste (Waste Disposal Plan).
- B. As part of the Decommissioning and Demolition Plan, the Contractor shall submit a Contractor Safety Plan in accordance with the 2003 edition of EM 385-1-1, Safety and Health Requirements Manual. The Plan shall address decommissioning of hazardous materials tasks, hazards, and mitigation measures for review and approval prior to implementation of any decommissioning.
- C. One (1) copy of the completed Decommissioning and Demolition Plan, including the Contractor Safety Plan, shall be provided to the Engineer within five (5) working days of the Contract Award. This Plan must be reviewed by the Engineer prior to the commencement of any work.



## 2.03 Daily Operational Report

- A. The Contractor shall submit daily operational reports. A separate operational report is required for each site. Discrepancies between the daily operational report and corresponding load tickets shall be reconciled no later than the following day. In addition to that shown on the daily operational report, the Contractor shall include a narrative on any significant activities occurring each day including, but not limited to, verbal instructions, changes, clarifications, safety mishaps, near misses, or successes. The Contractor shall include in the daily operational report, the structures demolished that day, including building ID and address. Before and after photographs of all structures demolished shall be submitted for the respective pre-demolition of post-demolition checklist.

## 2.04 Work Schedule

- A. The Contractor shall provide a work schedule including a timeline for each site. The work schedule shall include number of hours per day and days of the week the Contractor anticipates working.

## 2.05 Permits and Licenses

- A. Five (5) calendar days after Notice of Award and prior to commencing the work, the Contractor shall submit to the Engineer a schedule of and copies of all permits and licenses required to complete the work. Required permits include but may not be limited to Demolition Permit and Right-of-Way Permit.

# PART 3 EQUIPMENT AND MATERIALS

## 3.01 General

- A. All trucks and other equipment shall be in compliance with all applicable Federal, State, and Local regulations and laws.
- B. Trucks or equipment, which is designated for use under this Contract, shall not be used for any other work during the working hours of this Contract.

## 3.02 Trucks

- A. All trucks and other equipment shall be equipped with backup alarms. Any truck used to haul debris shall be covered with a tarp while hauling debris, and shall be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2-inch by 6-inch boards or greater and shall not extend more than two feet above the metal bed sides. All extensions are subject to acceptance or rejection by the Engineer. All trailers shall have a metal-framed exterior and a minimum of 5/8-inch plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for use as a tailgate. All hauling equipment shall be measured and marked, and certified for its load capacity by the Engineer or the designated representative. The Contractor shall inspect all equipment prior to use and ensure all loads are covered prior to departing the site in accordance with all applicable Federal, State and Local regulations and laws governing same. All vehicles must have a fully charged fire extinguisher and all trailers, dump beds, and containers



must have a tarp over the debris prior to receiving a load ticket. Debris must not exceed eighteen inches over the top of the bedsides.

- B. Trucks designated for use under this Contract shall be equipped with two signs (adhesive placards), one attached to each side. Magnetic signs are not permissible. The Contractor shall provide these signs. Each truck or trailer shall be certified after being inspected and shall contain a placard that will be numbered and clearly display identification information with permanent marking.

### 3.03 Loading Equipment

- A. Loading equipment shall have street tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove and load the debris.

## PART 4 ENVIRONMENTAL PROTECTION, HISTORIC PRESERVATION, PROTECTION OF PROPERTY, AND RESTORATION

### 4.01 General

- A. For the purpose of this Contract, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during execution of this Contract. Environmental protection requires consideration of air, water, and land and involves noise and solid waste management, as well as other pollutants. The Contractor and its Subcontractors shall incorporate appropriate measures to manage environmental pollution arising from the demolition and debris/waste removal activities in performance of this Contract in accordance with all Federal, State, and Local regulations and laws.
- B. The Contractor will address potential asbestos containing materials using Best Management Practices to the maximum extent practical, for the purpose of: (1) conformance with all Federal, State, and Local requirements; (2) removal of appropriate ACM; and, (3) classifying the waste stream resulting from demolition as construction and demolition (C&D).

### 4.02 Historical and Archaeological Concerns or Resources

- A. The Contractor shall not remove or disturb any historical, archaeological, architectural, or cultural artifacts, relic remains, or objects. All items having any apparent historical or archaeological interests, which are discovered shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and immediately report to the Engineer.

### 4.03 Hazardous and Sensitive Materials

- A. The Contractor shall not remove or disturb any human remains. If human remains are encountered during removal activities, all work at that site shall be stopped. The Contractor shall immediately notify the Engineer.
- B. If the Contractor encounters animal remains, the remains shall be secured onsite and work may continue. The Contractor shall immediately notify the Engineer.
- C. If the Contractor encounters ammunition, weapons, or explosives during project activities, all work shall be stopped in the adjacent area. The Contractor shall immediately notify the Engineer.



#### 4.04 Valuables

- A. Valuables may include jewelry, cash, safes, and other items of monetary or sentimental value. Under no circumstances shall the Contractor, Subcontractor, or employees keep any found items for souvenirs or other uses. If the Contractor encounters valuables, such items shall be secured onsite and work may continue. The Contractor shall immediately notify the Engineer.

#### 4.05 Household Hazardous Waste (HHW)

- A. Household Hazardous Waste is excluded from the definition of Hazardous Waste and therefore does not require the same collection or handling procedures as Hazardous Waste. Examples of HHW including, but are not limited to, batteries, waste oil, waste fuels, paint, chemicals, antifreeze, pesticides, spray cans, unidentified liquids, and household cleaners. HHW shall be segregated onsite and disposed of in a proper landfill. The Contractor's personnel who will handle HHW materials shall be appropriately trained.

#### 4.06 Hazardous and Toxic Wastes (HTW)

- A. Hazardous and Toxic Wastes assessments of structures to be demolished will have been accomplished by others as part of the Work Order process. If suspected HTW materials are found by the Contractor (i.e., 55-gallon drum of unknown material), they shall be immediately identified and report to the Engineer, so a determination as to the disposition of the material can be made. The Contractor's personnel who will handle HTW materials shall be appropriately trained and shall have the required accreditations.

#### 4.07 Petroleum Products

- A. All storage tanks containing gasoline, diesel, propane, or other petrochemical products shall be pumped or drained prior to the tank being moved, in coordination with appropriate Federal, State, and Local regulations and laws. Portable storage containers (i.e., oil cans, gas cans, etc.) containing these products shall be segregated onsite and disposed of in an appropriate manner. The Contractor's personnel who will handle HHW materials shall be appropriately trained.

#### 4.08 E-Wastes

- A. E-waste products shall be segregated onsite and disposed of in an appropriate manner. Examples of e-waste include, but are not limited to, computers, televisions, radios, VCR's, stereos, copiers, fax machines, and other common electronic products.

#### 4.09 Ozone Depleting Substances

- A. If in the process of demolition, items containing ozone depleting substances are identified (white goods and HVAC required recycling Freon), the Contractor shall handle them in such a manner to minimize opportunities to allow the ozone depleting substances to escape.

#### 4.10 White Goods

- A. All white goods shall be removed from the structure during demolition, and shall be segregated onsite and transported to the Contractor's approved recycling site.



#### 4.11 Small Gasoline Motorized Equipment

- A. Small gasoline motorized items including lawn mowers, generators, and other small lawn-care equipment such as, but not limited to edgers, weed eaters, chain saws, pole saws, etc., shall be segregated onsite and transported to the Contractor's approved disposal site.

### PART 5 EXECUTION OF THE WORK

#### 5.01 Demolition Services

- A. Prior to demolition at each site, the Contractor shall complete the pre-demolition checklist. A minimum of four (4) digital photographs of each structure to be demolished on the site shall be included with each checklist. The Engineer shall approve each checklist prior to the Contractor beginning demolition at each site.
- B. Prior to the start of demolition of each structure, the Contractor shall cordon-off the work zone with caution tape, and ensure that it is effectively delineated to prevent access by unauthorized personnel. All personnel within the work zone shall have the required accreditations.
- C. If decommissioning of hazardous materials is required, the Contractor shall complete removal of hazardous substance waste streams in no more than two (2) work days upon issuance of a Work Order, unless the Engineer provides written authorization for increased work durations. ACM removal crew size and composition shall be included in the Contractor's Waste Disposal Plan and submitted with their Bid.
- D. The demolition work also includes disconnecting all utilities, capping water lines, and plugging sewer taps or pipes to sewer systems in accordance with Local requirements. Disconnection of all utilities shall be coordinated by the Contractor with the appropriate local service providers. For locating and marking the locations of underground utilities, the Contractor shall coordinate with the appropriate local service providers. The Contractor shall contact the local utility companies prior to commencing work to coordinate termination of gas, water, electric, phone, cable TV, and any other utility services to the nearest acceptable point. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved by the local sewer authority, to prevent intrusion of ground water into the existing sewer system. Septic tanks encountered shall be removed. All water service line caps shall be tested for leaks prior to backfilling. The CDA shall observe testing and sewer line capping prior to backfilling. All sewer and water service cut and capping shall be performed by a North Dakota Licensed Master Plumber. The Contractor shall be responsible for the repair of utilities damaged as the result of his negligence. The Contractor will not be liable for any pre-existing damage to utilities.
- E. The Contractor is responsible for the complete demolition and removal of all structures listed in the Work Order, and shall include the existing foundations, piers, and/or slabs.
- F. Basements or crawl spaces located on properties cleared for demolition shall be excavated and concrete shall be removed.

#### 5.02 Removing the Debris/Waste

- A. Debris under this Contract consists of demolition debris generated from the demolition of City-owned structures, and also general debris left on the property by the flood. Prior to debris removal, the Engineer shall determine which debris on the property shall be removed.



- B. Once demolition on a structure starts, it shall be completed and the demolition debris removed from the property that same day. Debris and other waste shall be taken off site throughout the demolition process. The Contractor shall not allow debris to accumulate during demolition.
- C. Debris and rubbish including, but not limited to, trash, metal, plastic, and glass, shall be removed from within the footprint of the structure to be demolished. The foundation of the structure shall be swept clean of potentially harmful debris.
- D. During the removing and loading of debris, the Contractor shall control the amount of dust resulting from the work to prevent the spread of dust to occupied areas near the site and to avoid the creation of a nuisance in the surrounding area. Use water misting, if necessary, to control dust and inhibit potentially harmful emissions from becoming airborne. Use appropriate misting nozzles to apply water to the debris. Fire hydrants shall not be used for water misting without the express written consent of the Owner. Acquisition and supply of water shall be the responsibility of the Contractor. While the Contractor shall implement engineering controls (e.g., wetting) to maintain no visible emissions criteria during project activities, the Contractor shall also manage surface water runoff for compliance with applicable Federal, State, and Local requirements.
- E. Under no circumstances shall the Contractor mix debris hauled for others with debris hauled under this Contract.
- F. During and following the removal and loading of debris, the Contractor shall, by sweeping or other method, remove from the streets, alleys, and sidewalks, all dirt, mud, nails, glass, and debris resulting from its operations.

#### 5.03 Transporting and Disposing of the Debris/Waste

- A. The Contractor shall provide means for hauling debris and waste from the work site to the designated disposal facilities included in the Contractor's Waste Disposal Plan. The Contractor may store loaded trucks and containers overnight, however, it shall be the responsibility of the Contractor to assure that same are covered by an additional tarp and are sealed tightly by binding straps and shall have any required warning placards displayed in accordance with all applicable regulations. Equipment and trucks will not be allowed to park overnight on any streets within the City of Minot.
- B. The Contractor shall transport and dump debris and waste at the appropriate disposal facility. Debris shall be transported in a manner that prevents spillage on streets or adjacent areas. Transportation of all debris shall be in compliance with all applicable Federal, State, and Local regulations and laws governing same.

END OF SECTION



## SECTION 02 82 00

### ASBESTOS REMOVAL

#### PART 1 GENERAL

##### 1.01 Summary

- A. The Contractor shall adhere to all Federal, State, and Local rules, laws, and regulations and protocol with regard to asbestos removal during the execution of the work specified in these Contract Documents. The Contractor is encouraged to fully understand all rules and regulations established by applicable regulatory agencies regarding the management, handling, removal, and disposal of asbestos when demolishing structures and basements and conducting all other work associated with this Contract.

END OF SECTION



## SECTION 1200

### TEMPORARY EROSION AND SEDIMENT CONTROL

#### PART 1 GENERAL

##### 1.01 Section Summary

- A. Temporary erosion and sedimentation devices and techniques.

##### 1.02 Related Sections

- A. Section 1800 – Excavation and Embankment
- B. Section 3700 – Lawns and Grasses

##### 1.03 References

- A. North Dakota Department of Transportation – Standard Specification for Road and Bridge Construction, 2008 edition, as revised
- B. Section 708.02 – Seeding, Sodding, and Mulching
- C. Section 708.03 – Erosion Control Blanket and Turf Reinforcement Mat
- D. Section 708.04 – Riprap and Aggregate Cushion
- E. Section 708.05 – Fabric Formed Slope Protection
- F. Section 708.07 – Silt Fence
- G. Section 708.08 – Fiber Rolls
- H. Section 708.09 – Floating Silt Curtain
- I. Section 708.10 – Stabilized Construction Access
- J. Section 709 – Geotextile Fabrics
- K. Section 856 – Erosion Control Blanket and Turf Reinforcement Fabric

##### 1.04 Submittals

- A. Erosion Control Plans
  - 1. Temporary Erosion Control Plan for use during construction activities.
  - 2. Permanent Erosion Control Plan for site restoration after construction.
  - 3. Storm Water Pollution Prevention Plan (SWPPP).



4. "Notice of Intent to Obtain Coverage Under NDPDES General Permit for Storm Water Discharge Associated with Construction Activity" (NOI).

#### 1.05 Permits

##### A. NDPDES General Permit

1. Contractor shall acquire and maintain a NDPDES permit from the North Dakota Department of Health. The Contractor shall pay all fees associated with acquiring and maintaining the permit.

#### 1.06 Sequencing and Scheduling

- A. Before starting any grading or construction activities, submit for approval all items listed in paragraph 1.04 of this Section and all permits listed in paragraph 1.05 of this Section.
- B. All temporary erosion control devices shall be installed before any construction may begin and shall remain in place and be maintained at all times, at the Contractor's expense.
- C. Permanent erosion control shall be installed as soon as construction shall allow.
- D. The Contractor is responsible for establishing permanent turf to avoid excessive soil erosion and for installation of landscaping and final project site stabilization.

### PART 2 PRODUCTS

#### 2.01 Silt Fence

- A. Pre-fabricated silt fence will not be permitted. Any other variations in materials and/or devices shall be approved by the Engineer.
- B. Posts – Conform to NDDOT Specification Section 708.07.B.1.
  1. Wood
    - a. Length – Minimum 6-foot Green-treated.
    - b. Width – 2-inch diameter round or 1½-inch by 1½-inch.
  2. Steel
    - a. Length – Minimum 5-foot with projections for fastening wireor  
Fabric and steel plate welded to bottom for extra support.
    - b. Minimum weight of 1.3 lb/LF.
- C. Fabric – Conform to NDDOT Specification Section 708.07.B.3.
  1. Minimum width of 36 inches
    - a. For specific properties, conform to Table 1 in NDDOT Specification Section 708.07.B.3.
    - b. Monofilament Geotextile fabric shall be used when possible.



2.02 Stabilized Construction Access

A. Aggregate

1. Washed rock or woodchips.

B. Geotextile Fabric

1. Meet the requirements for R1 fabric according to NDDOT Specification 858.

2.03 Storm Drain Inlet Protection

A. Fiber Rolls

1. 6-inch fiber rolls, minimum.

B. Sand Bags

C. Road Drain

1. Manufacturer – Wimco, LLC or approved equal.

D. Straw Bales

2.04 Ditch Checks and Velocity Checks

A. Silt Fence – Supported and Unsupported

B. Straw Bales

C. Fiber Rolls

2.05 Erosion Control Blanket

- A. Erosion Control Blanket shall meet the requirements of the type specified on the Plans, as detailed in NDDOT Specification 856, Table 856-1.

2.06 Dust Control

- A. Water – Free of any material which impedes flow through spraying device.

2.07 Temporary Cover Crop

A. Seed

1. Use NDDOT seed mix Class IV in all areas except for high maintenance areas where winter wheat shall be omitted and replaced with an equal amount of rye seed by weight.

B. Cover Material

1. Conform to NDDOT Specification Section 708.02.B.3.



## PART 3 EXECUTION

### 3.01 General

- A. Conform to NDDOT Specification 708 except as modified herein:
  - 1. Where not specifically stated, use Best Management Practices (BMPs) at a minimum.
  - 2. Only clear and grub, disturb, or grade areas necessary for construction.
- B. Contractor shall inspect, maintain, and repair all erosion control devices after each rainfall greater than 0.5 inches and at a minimum once every week.

### 3.02 Installation

- A. Silt Fence – Conform to NDDOT Specification 708.07.
  - 1. Bury bottom of silt fence a minimum of 6 inches, in a “J” configuration. The trench on the upstream side shall be filled with soil and compacted.
  - 2. Splices shall only be at supported posts and shall be 18 inches in overlap.
  - 3. Posts shall be 4 feet apart and driven to a minimum of 20 inches into the ground. Depth shall be increased to 24 inches if on a slope 3:1 or greater.
  - 4. Attach Geotextile fabric to posts with staples, wire, nails, or in accordance with manufacturer’s specifications.
  - 5. Silt fences should be continuous and traverse to flow and shall be placed so water cannot flow around the edge.
- B. Stabilized Construction Access – Conform to NDDOT Specification 708.10.
  - 1. If an access is constructed that restricts flow through a ditch, the Contractor shall determine the length and size of culvert needed to meet the conditions.
  - 2. If an access is constructed where topsoil exists, the topsoil shall be stripped before construction, and replaced and re-seeded after construction.
- C. Storm Drain Inlet Protection
  - 1. Fiber Rolls
    - a. Each roll shall be overlapping by 1 foot minimum and tied tightly together. Fiber rolls shall be trenched and staked according to manufacturer’s specifications.
    - b. Use 6-inch rolls for drop inlets and sheet flows down backslopes and foreslopes. Use 12-inch and 20-inch rolls in ditch bottoms, pipe inlets, and at the edge of right-of-way.
    - c. 2-inch by 2-inch stakes should be used to secure fiber rolls, angled such that the force of water would rotate the stakes vertically. Secure stakes a minimum of 1 foot in the ground.
  - 2. Sand Bags
    - a. Fill sand bags and secure ends so sand will not escape.



- b. Place sand bags around inlet on all sides no closer than 1 foot from the inlet.
- 3. Road Drains
  - a. Insert into catch basin as detailed in manufacturer's specifications. Inlet grate shall be inserted over top of the device.
- 4. Straw Bales
  - a. Bales must be tied together to prevent gaps in protection. Also, they must be secured in place to avoid being displaced.
    - 1) Bales are not allowed in street sections for inlet protection.
- 5. Silt Box
  - a. Silt box shall be constructed around the catch basin so that water must be filtered through the fabric.
- D. Ditch Checks and Velocity Checks
  - 1. Silt Fence
    - a. Conform to the requirements of paragraph 3.02.A of this Section.
    - b. In high flow, high velocity situations, supported silt fence may be used. The mesh must be a minimum of 32 inches above the ground and have a maximum opening size of 6 inches by 6 inches. The wire shall be 14 gauge and grade 60 and shall conform to ASTM A116, Class 1 zinc coating for wire.
    - c. Straw bales may also be used in conjunction with silt fence for ditch and velocity checks.
  - 2. Straw Bales
    - a. Bales must be packed tightly together to avoid gaps in protection.
    - b. Each bale must have two (2) 1-1/2-inch by 1-1/2-inch by 3-inch stakes through each bale to secure them in place. Each stake must be driven into the ground a minimum on 18 inches.
- E. Erosion Control Blanket
  - 1. All Erosion Control Blankets and Type 1 Turf Reinforcement Mat
    - a. The area to be covered should be properly prepared and seeded before the blanket is applied. All rocks and clods over 1-1/2-inch in diameter, and all sticks and other foreign material shall be removed.
  - 2. Type 2 Turf Reinforcement Mat
    - a. Conform to NDDOT Specification Section 708.03.C.2.
- F. Dust Control
  - 1. Contractor shall apply water to areas where dust is being generated due to construction activities. The Contractor shall apply water as directed by the Engineer.
- G. Temporary Cover Crop
  - 1. Seed
    - a. Conform to NDDOT Specification Section 708.02.C.1.
  - 2. Cover Material



- a. Conform to NDDOT Specification Section 7087.02.C.3-5.

### 3.03 Maintenance

- A. Conform to NDDOT Specification 708 for maintenance information, and as follows:
  1. The Contractor is responsible for inspection, maintenance, and repair of any washouts or accumulations of sediment that occur as a result of the grading or construction.
  2. Inspection of all erosion control devices shall occur within 24 hours after a rainfall event of 0.5 inches or greater. At a minimum, one (1) inspection per week must be conducted.
    - a. An Inspection Report shall be given to the Engineer after every inspection.
  3. Immediately remove any material that has been deposited onto public roadways. Remove all sediment within 24 hours.
  4. Damage from the elements, Contractor's operation, or negligence shall be repaired at the Contractor's expense. Repair must be made before final acceptance.

### 3.04 Measurement and Payment

- A. Bid Items have been provided for temporary erosion control measures and devices. Payment at the Bid Unit Price will be considered compensation in full for all work necessary to complete the Bid Item in full, including installation, maintenance, sediment removal, repairs, and removals.
  1. Silt Fence – Measurement will be made by linear foot (LF) of material specified on the plans.
  2. Stabilized Construction Entrance – Measurement will be made by each (EA) entrance installed.
  3. Storm Drain Inlet Protection – Measurement will be made by each (EA) inlet protection installed.
  4. Erosion Control Blanket and Turf Reinforcement Mat – Measurement will be made by square yard (SY) for each type of material specified on the plans.
  5. Ditch Check – Measurement shall be by the linear foot (LF) for the type of ditch check specified on the plans.
  6. Velocity Check – Measurement shall be made by the linear foot (LF) for the type of velocity check specified on the plans.
  7. Dust Control – Measurement shall be based on units of M (1,000) gallons (MGAL).
  8. Temporary Cover Crop – Measurement shall be made by the acre (Ac), and shall include seeding, cover crop, and soil preparation.
- B. All other work and costs of this Section shall be incidental to the Project.

END OF SECTION



## SECTION 1800

### EXCAVATION AND EMBANKMENT

#### PART 1 GENERAL

##### 1.01 Section Summary

- A. This Section includes excavation, haul, placement, and compaction of embankment materials.
- B. General excavation of ponds, channels, and other areas.

##### 1.02 Relation Sections

- A. Section 1500 – Removals
- B. Section 1600 – Project Site Clearing
- C. Section 1900 – Subgrade Preparation
- D. Section 2000 – Trench Excavation and Backfill

##### 1.03 References

- A. North Dakota Department of Transportation “Standard Specifications for Road and Bridge Construction” 2008 edition, as revised.

##### 1.04 Submittals

- A. Gradation test results.
- B. Compaction test results.
- C. Geotextile fabric sample.

##### 1.05 Definitions

- A. Common Excavation – Common Excavation shall include all excavation not otherwise classified.
- B. Muck Excavation – Muck Excavation shall include materials that are organic in nature and unsuitable for embankment material.
- C. Borrow Excavation – Borrow excavation shall include materials obtained from locations outside of the right-of-way.
- D. Subgrade – Top of the surface underneath the Class 5 or subbase layer.



## PART 2 PRODUCTS

### 2.01 Soil Materials

- A. Embankment and Fill – Soil that is free of organic materials, frozen clumps, and large rocks. Also, the soil must be compactable to support the roadway above.
- B. Granular Borrow – Any pit run or crusher run material that is graded from course to fine such that the portion passing the #200 sieve divided by the portion passing the 1-inch sieve may not exceed 10 percent by mass.

### 2.02 Geotextile Fabric

- A. Conform to NDDOT Specification 858.01 Type R1 woven.

## PART 3 EXECUTION

### 3.01 General Construction Requirements

- A. Conform to NDDOT Specification Section 203.02.F and Section 203.02.G.
- B. Contractor shall be responsible for locating and coordinating all utility relocations due to construction.
- C. Before any construction activities begin, erosion control must be in place.
- D. Strip and stockpile all topsoil to be used for restoration purposes.
- E. Prior to placement of the embankment material, the site must be reviewed by the Engineer.

### 3.02 Excavation

- A. Perform excavations to line, grade, cross section, and contours as detailed in the plans or as directed by the Engineer.
- B. If unsuitable materials are discovered, these materials will be excavated and removed at the direction of the Engineer. Excess common excavation shall be used as backfill unless directed otherwise by the Engineer. If the Contractor proceeds without the direction of the Engineer, all work and material to restore the roadbed to the proper grade will be at the Contractor's expense.
- C. Protect the subgrade from weather events. Provide drainage away from the excavation to prevent washouts and damage to the subgrade.
- D. Remove all large rocks that are within 12 inches of the subgrade.

### 3.03 Compacting Embankments

- A. Place soil in layers not to exceed 6 inches. Place layers evenly to provide for uniform compaction.
- B. All embankments shall be compacted by specified density method:



1. Under areas with proposed paved or structural improvements – 100 percent Standard Proctor from the proposed pavement subgrade elevation down 1 foot.
  2. Ninety-five percent (95%) Standard Proctor from the bottom of the excavation up to 1 foot below the subgrade elevation. Moisture content shall be within +/- three percent (3%) of optimum.
- C. Ninety-five percent (95%) Standard Proctor for areas with no paved or structural improvements. Moisture content shall be within +/- three percent (3%) of optimum.

#### 3.04 Field Quality Control

- A. Engineer shall engage a qualified independent testing laboratory to perform geotechnical testing.
- B. Contractor shall assist the testing agency in performing field tests.
- C. If testing agency reports failing tests, Contractor shall correct the deficiencies until specified compaction is obtained.
- D. The minimum amount of testing must be completed as detailed in Section 600 – Project Testing Requirements.
- E. Before placement of granular base, subgrade will be checked by the Engineer.
  1. A tolerance of 0.04 feet above or below the finished subgrade elevation will be allowed.

#### 3.05 Geotextile Fabric Installation

- A. Prepare subgrade in conformation with Section 1900 – Subgrade Preparation before geotextile is installed.
- B. Conform to the NDDOT Specification Section 709.03.A and Section 709.03.E, except as modified herein:
  1. The first lift of aggregate applied above the fabric shall be a minimum of 8 inches.
  2. Metal pins will be allowed in lieu of stitching.
  3. Minimum overlap shall be 30 inches.

#### 3.06 Measurement and Payment

- A. Common Excavation – Common Excavation shall be measured by the cubic yard (CY) and will include all labor and costs to excavate, load, haul, and dispose of materials. The Engineer will cross section the original material and final cut and the average end area will be used to compute the volume excavated.
- B. Muck Excavation – Muck Excavation shall be measured by the cubic yard (CY) and will include all labor and costs to excavate, load, haul, and dispose of materials. The Engineer will cross section the original material and final cut and the average end area will be used to compute the volume excavated.



- C. Common Borrow – Common Borrow shall be measured by the cubic yard (CY) compacted and will include all labor and costs to excavate, load, haul, and place the materials. The Engineer will cross section the original material and final cut and the average end area will be used to compute the volume excavated.
- D. Granular Borrow – Granular Borrow shall be measured by the cubic yard (CY) compacted and will include all labor and costs to excavate, load, haul, and place the materials. The Engineer will cross section the original material and final cut and the average end area will be used to compute the volume excavated.
- E. Geotextile Fabric – Geotextile Fabric shall be measured by the square yard (SY) and shall include all costs for placement. No payment for overlap shall be made.
- F. All other work and costs of this Section shall be incidental to the Project.

END OF SECTION



## SECTION 3700

### LAWNS AND GRASSES

#### PART 1 GENERAL

##### 1.01 Section Summary

- A. Restoration of construction areas using topsoil, seed, mulch, and other materials.

##### 1.02 Related Sections

- A. Section 1200 – Temporary Erosion and Sediment Control.
- B. Section 1800 – Excavation and Embankment.

##### 1.03 References

- A. North Dakota Department of Transportation “Standard Specifications for Road and Bridge Construction” 2008 edition, as revised.
  - 1. Section 203 – Excavation and Embankment.
  - 2. Section 708 – Erosion Control.
  - 3. Section 856 – Erosion Control Blanket and Turf Reinforcement Mat.

##### 1.04 Submittals

- A. Provide Engineer verification of seed type used on the Project.

##### 1.05 Quality Assurance

- A. At the end of the warranty period, a final inspection shall be made to determine areas of insufficient growth of the specified seed type. Areas of insufficient growth shall be re-seeded and established at the sole expense of the Contractor.

#### PART 2 PRODUCTS

##### 2.01 Topsoil

- A. Topsoil shall consist of loose, friable, loamy topsoil free of excess acid, alkali, and objectionable amounts of sod. Topsoil shall have demonstrated the growth of healthy crops or grasses.

##### 2.02 Fertilizer

- A. Conform to fertilizer requirements of NDDOT Specification Section 708.02.B.1.e or as modified by the Engineer.



## 2.03 Seed

### A. Seeding in developed urban areas shall be:

<b>Common Name</b>	<b>Bulk Rate lb/acre</b>	<b>% of Mixture Component</b>
Bluegrass – Park	72	60
Ryegrass – Fineleaf Perennial	36	30
Red Fescue, creeping	12	10
<b>Totals</b>	<b>120</b>	<b>100.00</b>

### B. Seeding in areas not regularly maintained shall conform to NDDOT Class II or Class III seed mixtures as specified on the plans.

## 2.04 Sod

### A. Conform to NDDOT Specification Section 708.02.B.2.

## 2.05 Mulch

### A. Conform to NDDOT Specification Section 708.02.B.3.

## 2.06 Erosion Control Blanket

### A. Conform to NDDOT Specification 856.01.

## PART 3 EXECUTION

### 3.01 General

- A. Prior to beginning restoration activities, the Contractor will review the site with the Engineer to determine the extent of restoration to take place.
- B. The Contractor shall notify the Engineer in advance before placing topsoil in the event that the Engineer will have the topsoil tested.
- C. All finish grading activities shall be completed and accepted by the Engineer prior to topsoil placement.
- D. The Contractor shall comply with the seeding dates as stated in the NDDOT Specifications. The Contractor assumes full risk if he seeds outside the specified seeding dates. All areas not established or damaged due to erosion resulting from seeding outside the recommended dates shall be repaired at no cost to the Owner.
- E. No seeding shall occur when sustained wind velocities exceed 20 mph, in standing water, or on frozen ground.
- F. Areas of inadequate or non-uniform coverage shall be re-seeded at the Contractor's expense.



### 3.02 Seedbed Preparation

- A. Conform to NDDOT Specification Section 708.02.C.1, except as modified herein:
  - 1. Topsoil shall be placed 6 inches thick, areas that settle or hold water will be repaired by the Contractor.
  - 2. Unless otherwise state in the Contract Documents, Type C seedbed preparation shall be used.

### 3.03 Sowing Seed

- A. Conform to NDDOT Specification Section 708.02.C.1, except as modified herein:
  - 1. A Brillion seeder is an acceptable piece of equipment for sowing seed as long as it places seed at the specified depth and rate, and rolls in a single operation.
  - 2. Seed shall be sown at the rate specified.

### 3.04 Hydro-Mulch

- A. In all urban areas where a manicured lawn will be installed, the seed must be covered with hydro-mulch conforming to NDDOT Specification Section 708.02.C.3.

### 3.05 Straw Mulch

- A. Conform to NDDOT Specification Section 708.02.C.4.
- B. Conform to NDDOT Specification Section 708.02.C.2.

### 3.06 Erosion Control Blanket

- A. Erosion Control Blanket shall be installed after the seedbed has been prepared and seeded. The blanket shall be installed according to NDDOT Specification Section 708.03.C.1.

## PART 4 MEASUREMENT AND PAYMENT

- 4.01 Seeding – Seeding shall be paid for by the square yard (SY) or by the acre (Ac) for the type and class specified on the plans. Price shall include all materials and equipment necessary for installation including preparation of seedbed, seed, hydro-mulch, disk anchoring and related activities, and maintenance.
- 4.02 Erosion Control Blanket – Erosion Control Blanket shall be paid for by the square yard (SY) for the type of blanket specified in the plans. Price shall include all materials and labor necessary for installation including preparation of seedbed, seed, blanket, staples, and maintenance.
- 4.03 Sod – Sod shall be paid for by the square yard (SY) complete and in place. Price shall include all materials and labor necessary for installation including soil preparation, sod, staking, and maintenance.
- 4.04 Topsoil for Type C Seeding – Topsoil for Type C Seeding shall be paid for by the cubic yard (CY) in its original position in the borrow area or in the hauling unit.



4.05 All other work and costs of this Section shall be incidental to the Project.

END OF SECTION



SECTION 00 11 13

ADVERTISEMENT FOR BIDS

**2018 Structure Demolition and Site Restoration Project No. 3755.6**

The City of Minot, through the use of State of North Dakota funds, Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) funds, and Department of Housing and Urban Development National Disaster Resilience (NDR) funds, purchased houses that were inundated during the 2011 Souris River Flood and is now seeking a Contractor to demolish structures at approximately 90 properties. Basement excavation and site restoration will also be completed.

The City of Minot invites the public to bid upon the following project:

**2018 STRUCTURE DEMOLITION AND SITE RESTORATION PROJECT No. 3755.6**

The City Council City of Minot reserves the right to reject any or all bids and to award the contract as it deems to be in the best interest of the City of Minot. Each bidder must provide a bid bond in the amount of 5% of the bid and contractor's license, which are to be included in a separate envelope attached to the outside of the bid. Each bidder must include a copy of their North Dakota Waste Hauler's Permit (MSW), and their Hazardous Waste Disposal Plan WITH their bid. It should also be noted that any addendums that may be issued prior to bid opening must be acknowledged on the outside of the bid envelope.

The successful, responsible Bidder will be required to sign the Contract and furnish the appropriate performance and payment bonds in the amount of the total bid, and in accordance with, the State of North Dakota. The bond is required in order to secure the performance obligations of the Contractor. The Contract will not be executed, nor will work begin, should the successful Bidder fail to furnish the performance and payment bonds required. This Contract shall be subject to liquidated damages as stated in the bidding documents, which will be charged against the contractor for each day past the completion date stated in the Contract or as amended by change order.

Bidding documents for the project may be viewed at the CDM Smith Disaster Recovery Office or Minot's Builder's Exchange. Bidding documents may be obtained at the CDM Smith Disaster Recovery Office located at the Arrowhead Mall, 1600 2<sup>nd</sup> Ave SW, Suite 27, Minot, North Dakota. Bid proposals must be submitted on the forms provided.

A pre-bid conference will be held at the City Hall located at 515 2<sup>nd</sup> Ave SW, Minot, North Dakota at 10:00 A.M. (CST) on March 20, 2018 to discuss the bidding documents.

Sealed bids will be received up to the hour of 11:00 A.M. (CST) on April 10, 2018, at the City Hall. All bids will be opened at 11:00 A.M. on the same day.

The project is being funded, in part, with CDBG-DR funds. Therefore, the Bidder will be required to comply with all Federal, State, and Local regulations. These requirements include compliance with Section 3 employment plan, and the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.



The City of Minot reserves the right to determine the lowest responsible and eligible bidder, to waive irregularities, and to reject any or all bids.

The City of Minot strongly encourages maximum participation in all bids by qualified Disadvantaged Business Enterprises (DBEs), Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs), small businesses, and by local construction and demolition companies, as prime contractors and as subcontractors.

(Publish March 9, 16 & 23, 2018)



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** John R. Zakian, DR Grant Program Manager & Chief Resilience Officer

**DATE:** February 16, 2018

**SUBJECT:** **CDBG-DR Allocation #1 Technical Amendment**

## **I. RECOMMENDED ACTION**

Approve the CDBG-DR Allocation #1 Technical Amendment #14

## **II. DEPARTMENT CONTACT PERSONS**

John R. Zakian, DR Grant Program Manager & Chief Resilience Officer, 423-4528

## **III. DESCRIPTION**

### **A. Background**

HUD rules governing the amendments to CDBG-DR Allocation #1 differ from Allocation #2 and NDR because the funding comes from a different Congressional Appropriations Act. In this cases, funds being adjusted within a program area (infrastructure), less than 5% (approx. \$3.38 million) of the total grant, and not creating a new activity or set of beneficiaries amends the Action Plan through a Technical Amendment which only requires submission to HUD. This amendment proposes to move \$1,584,407 from closed out activity leaving a balance within the Public Infrastructure Program Area to the Northern Sewer Project to complete the final phase which means this is already an existing project with previously identified beneficiaries. Public Works has previously determined this project to be a priority.

### **B. Proposed Project**

The Northern Sewer Project was approved in the original Action Plan with Allocation #1 funding identified for initial phase. It is designed to address weaknesses in capacity, service delivery, and protection from overflow discovered in the city's sewer system as a result of the impact of the flood. The project addresses significantly improving the integrity of the city's overall sewer system especially outside the flood inundation area which was discovered to be most at risk of collapse as a result of the experience of the flood. It was also approved in the Action Plan as a LMI project benefiting housing anticipated to be constructed starting in 2012.

## **IV. IMPACT:**

### **A. Strategic Impact:**

Use of available Allocation #1 CDBG-DR funds allows the completion of the project on a timely basis and enhances one of the original objectives of the Action Plan to enhance the resilience of the city.

### **B. Service/Delivery Impact:**

Completes the Northern Sewer multi-phase project meeting the goal of the addressing concerns and needs regarding capacity, service delivery, and overflow protection.

### **C. Fiscal Impact:**

Combined with remaining available funds in the Norther Sewer Project Allocation #1 budget line, there will be \$2,025,540 which Public Works is confident is sufficient for project completion.

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

NA

**VII. LIST OF ATTACHMENTS**

Copy of the CDBG-DR Allocation #1 Technical Amendment #14

# COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY

## ACTION PLAN AMENDMENT #14

For CDBG-DR Disaster Recovery Funds  
Section 239 of the Department of Housing and Urban Development Appropriations Act, 2012  
(Public Law 112-55, enacted November 18, 2011)

March 6, 2018

City of Minot, North Dakota  
Chuck Barney, Mayor

### THE CITY OF MINOT ACTION PLAN AMENDMENT #14

Since Amendment #13, the City is adjusting activity budgets as closeouts occur through changes in the DRGR reporting system to accommodate underruns and overruns. This technical amendment reflects the DRGR changes but shifts fund balance from completed acquisition of additional property adjacent to the city operated landfill to funding the final phase of the Northern Sewer Project. Changes noted in red.

#### Method of Distribution for Program Activities

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
Infrastructure and Public Facilities				
<b>Landfill expansion</b> – Direct impact from flood debris has exceeded landfill	\$5,871,471.49	\$3,721,471.49	\$2,150,000.00 ND Trust Lands (NDTL)	Public Facility Improvement [24 CFR 570.20(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]
AMENDMENT #7 – Project delivery adjusted	<del>\$23,939.58</del> \$5,895,411.07	<del>\$23,939.58</del> \$3,745,411.07		

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

AMENDMENT #9 – Project delivery adjusted	<del>\$25,227.23</del> \$5,896,698.72	<del>\$25,227.23</del> \$3,746,698.72		
AMENDMENT #14 – Project completed shift available remaining unused funds to Northern Sewer Project Final Phase	(\$1,500,000.00) \$4,396,698.72	(\$1,500,000.00) \$2,246,698.72		
<b>Northern Sewer Project</b> – Provide sewer service to new affordable housing development outside of the flood area where 51% of houses will be affordable	\$28,415,000.00	\$6,345,000.00	\$5,000,000 NDTL \$3,600,000 Magic Fund \$13,470,000 City Bond	Public Infrastructure [24 CFR 570.20(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
AMENDMENT #5 – National Objective changed to Urgent Need				
AMENDMENT #7 – Project delivery adjusted	<del>\$129,835.01</del> \$28,544,835.01	<del>\$129,835.01</del> \$6,474,835.01		
AMENDMENT #9 – Project delivery adjusted	<del>\$129,879.56</del> \$28,544,879.56	<del>\$129,879.56</del> \$6,474,879.56		

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

AMENDMENT #10 – Project costs came in lower than anticipated	<del>(\$133,485.00)</del> \$28,411,394.56	<del>(\$133,485.00)</del> \$6,341,394.56		
Amendment #12- Project delivery adjusted	<del>(\$10,000.00)</del> \$28,401,394.56	<del>(\$10,000.00)</del> \$6,331,394.56		
AMENDMENT #13- Project delivery adjusted	<del>(\$8,149.20)</del> \$28,393,245.36	<del>(\$8,149.20)</del> \$6,323,245.36	\$22,070,000.00	
AMENDMENT #14 – Added project costs to complete final phase moved from Landfill allocation no longer needed	<del>\$1,500,000.00</del> \$29,893,245.36	<del>\$1,500,000.00</del> \$7,823,245.36		
<b>Master Lift Station</b> – Conveys 80% of the City's flow to the wastewater treatment center and is vital that the station is rehabilitated	\$4,300,000.00	\$2,150,000.00	\$1,245,000.00 NDTL	Public Infrastructure [24 CFR 570.21(c)] Nat. Obj: Low Mod Area Benefit [24 CFR 570.208(a)(1)]

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
AMENDMENT #1 – Funding increased for activity from \$2,150,000 to \$3,055,000		\$3,055,000.00		
AMENDMENT #5 – National Objective changed to LMI				

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

AMENDMENT #7 – Project delivery adjusted	<del>\$35,059.65</del> \$4,335,059.65	<del>\$35,059.65</del> \$3,090,059.65		
AMENDMENT #9 – Project delivery adjusted	<del>\$40,681.94</del> \$4,340,681.94	<del>\$40,681.94</del> \$3,095,681.94		
Amendment #12 - Activity and Project delivery adjusted	<del>(\$16,464.53)</del> \$4,324,217.41	<del>(\$16,464.53)</del> \$3,079,217.41		
<b>Control Lift –</b> Conveys sanitary sewer flows from all other lifts to the Master Lift Station	\$495,000.00	\$247,500.00	\$247,500.00	Public Infrastructure [24 CFR 570.21(c)] Nat. Obj: Low Mod Area Benefit [24 CFR 570.208(a)(1)]
AMENDMENT #5 – National Objective changed to Low Mod Area Benefit				
AMENDMENT #7 – Project delivery adjusted	<del>\$25,096.41</del> \$520,096.41	<del>\$25,096.41</del> \$272,596.41		
AMENDMENT #12 - Project delivery adjusted	<del>(\$3,183.93)</del> \$516,912.48	<del>(\$3,183.93)</del> \$269,412.48		

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
<b>Roosevelt Lift –</b> Impacted during the flood, repairs and upgrade needed	\$550,000.00	\$275,000.00	\$275,000.00	Public Infrastructure [24 CFR 570.201(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]
AMENDMENT #7 – Project delivery adjusted	<del>\$18,056.80</del> \$568,056.80	<del>\$18,056.80</del> \$293,056.80		

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

AMENDMENT #9 – Project delivery adjusted	<del>\$17,212.88</del> \$567,212.88	<del>\$17,212.88</del> \$292,212.88		
AMENDMENT #10 – Project costs were lower than anticipated	<del>(\$2,680.00)</del> \$564,532.88	<del>(\$2,680.00)</del> \$289,532.88		
AMENDMENT #11 – Final payment	<del>\$2,680.00</del> \$567,212.88	<del>\$2,680.00</del> \$292,212.88		
<b>Walders Lift Station –</b> Inundated during the flood, repairs and upgrade needed	\$565,000.00	\$282,500.00	\$282,500.00 NDTL	Public Infrastructure [24 CFR 570.201(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]
AMENDMENT #7 – Project delivery adjusted	<del>\$22,057.22</del> \$587,057.22	<del>\$22,057.22</del> \$304,557.22		
AMENDMENT #9 – Project delivery adjusted	<del>\$21,096.25</del> \$587,096.25	<del>\$21,096.25</del> \$303,596.25		
AMENDMENT #10 – Project costs were lower than anticipated	<del>(\$8,764.00)</del> \$577,332.25	<del>(\$8,764.00)</del> \$294,832.25		
AMENDMENT #11 – Final Payment	<del>\$8,764.00</del> \$586,096.25	<del>\$8,764.00</del> \$303,596.25		

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
<b>Airport Lift Station –</b> Needed for economic revitalization and development outside the flood area	\$600,000.00	\$300,000.00	\$300,000.00 NDTL	Public Infrastructure [24 CFR 570.201(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

AMENDMENT #7 – Project delivery adjusted	<del>\$20,058.19</del> \$620,058.19	<del>\$20,058.19</del> \$320,058.19		
AMENDMENT #9 – Project delivery adjusted	<del>\$16,605.43</del> \$616,605.43	<del>\$16,605.43</del> \$316,605.43		
AMENDMENT #10 – Project costs were lower than anticipated	<del>\$16,387.50</del> \$600,217.93	<del>\$16,387.50</del> \$300,217.93		
AMENDMENT #11 – Final Payment	<del>\$16,387.50</del> \$616,605.43	<del>\$16,387.50</del> \$316,605.43		
<b>13<sup>th</sup> Street Lift Station –</b> Impacted during the flood, repairs and upgrade needed	\$320,000.00	\$160,000.00	\$160,000.00 NDTL	Public Infrastructure [24 CFR 570.201(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]
AMENDMENT #7 – Project delivery adjusted	<del>\$42,050.42</del> \$362,050.42	<del>\$42,050.42</del> \$202,050.42		
AMENDMENT #9 – Project delivery adjusted	<del>\$41,788.66</del> \$361,788.66	<del>\$41,788.66</del> \$201,788.66		
AMENDMENT #10 – Project costs were lower than anticipated	<del>\$14,198.11</del> \$347,590.55	<del>(\$14,198.11)</del> \$187,590.55		
AMENDMENT #11 – Final Payment	<del>\$14,198.11</del> \$361,788.66	<del>\$14,198.11</del> \$201,788.66		

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
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## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

REMOVED BY AMENDMENT #1 – Funds moved to Master Lift Station <del>3<sup>rd</sup> Street Sewer System needed to flow sewage into the Force Main, necessary for long-term disaster recovery</del>	\$1,810,000.00	\$0.00	\$1,810,000.00 NDTL	Public Infrastructure [24 CFR 570.201(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]
<b>6<sup>th</sup> Street Southwest Underpass and Storm Drain Improvements –</b> Flooded during the event and continues to flood with lesser rain events, needed for critical transportation network and emergency responders	\$4,500,000.00	\$2,250,000.00	\$2,250,000.00	Public Infrastructure [24 CFR 570.201(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]
AMENDMENT #7 – Project delivery adjusted	<del>\$90,106.00</del> \$4,590,106.00	<del>\$90,106.00</del> \$2,340,106.00		
AMENDMENT #9 – Project delivery adjusted	<del>\$162.81</del> \$4,590,268.81	<del>\$162.81</del> \$2,340,268.81		
AMENDMENT #12 - Project delivery adjusted	<del>\$10,000.00</del> \$4,600,268.81	<del>\$10,000.00</del> \$2,350,268.81		
AMENDMENT #13- Project delivery adjusted	<del>(\$4,928.51)</del> \$2,345,340.30	<del>(\$4,928.51)</del> \$2,345,340.30		

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
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## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

<b>Fire Station and Apparatus</b> – New housing development cannot happen north of the City unless adequate fire and emergency services can be provided; this fire station will provide that service	\$3,200,000.00	\$3,200,000.00	\$0.00	<i>Fire Protection Equipment</i> Fire protection equipment is considered for this purpose to be an integral part of a public facility and thus, purchase of such equipment would be eligible under §570.201(c) Nat. Obj: Urgent Need [24 CFR 570.208(c)]
AMENDMENT #7 – Project delivery adjusted	<del>\$40,000.00</del> \$3,240,000.00	<del>\$40,000.00</del> \$3,240,000.00		
AMENDMENT #9 – Project delivery adjusted	<del>\$3,632.84</del> \$3,243,632.84	<del>\$3,632.84</del> \$3,243,632.84		
AMENDMENT #12 – Project delivery adjusted	<del>\$13,000.00</del> \$3,256,632.84	<del>\$13,000.00</del> \$3,256,632.84		
AMENDMENT #13- Project delivery adjusted	<del>(\$158.15)</del> \$3,256,474.69	<del>(\$158.15)</del> \$3,256,474.69		
<b>Domestic Violence Shelter Infrastructure</b> – A new shelter is being constructed as shelter housing was lost during the flood; the City is building the road for the facility	\$1,579,865.00	\$200,000.00	\$1,379,865.00 Donations and other funds	Infrastructure [24 CFR 570.201(c)] Nat. Obj: Limited Clientele [24 CFR 570.208(a)(2)(i)(A)]

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
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## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

AMENDMENT #3 – Funding increased from \$200,000 to \$600,000 for activity and from \$4,182.37 to \$15,000.83 Project Delivery		\$600,000.00 <del>\$15,000.83</del> \$615,000.83		
AMENDMENT #7 – Project completed	<del>\$41,868.79</del> \$1,799,671.29	<del>\$41,848.79</del> \$419,806.29		
AMENDMENT #9 – Project delivery adjusted	<del>\$41,848.59</del> \$1,799,651.09	<del>\$41,848.59</del> \$419,786.09		
<b>“Imagine Minot” Downtown Development Parking Facility –</b> Support developed of LMI rental units	\$19,000,000.00 \$26,875,000.00	\$3,000,000.00 \$5,375,000.00	\$16,000,000.00 EDA \$21,500,000.00 Developer Financed	Public Facility Improvement [24 CFR 570.201(c)] Nat. Obj: Urgent Need [24 CFR 570.208(d)]
AMENDMENT #2 – Funding increase based on transfer of \$2,375,000 from infrastructure repairs downtown				
AMENDMENT #7 – Project delivery adjusted	<del>\$159,392.34</del> \$27,034,392.34	<del>\$159,392.34</del> \$5,534,392.34		
AMENDMENT #13- Project delivery adjusted	<del>\$1,350.00</del> \$27,035,742.34	<del>\$1,350.00</del> \$5,535,742.34		
AMENDMENT #14 – Project costs higher than anticipated	<del>\$6,736.50</del> \$27,042,478.84	<del>\$6,736.50</del> \$5,542,478.84		
<b>Proposed Project</b>	<b>Estimated Total Costs</b>	<b>Estimated CDBG-DR Funds</b>	<b>Estimated Funds – Other Sources</b>	<b>Eligible Activity and National Objective Citation</b>

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

<b>Downtown Sewer and Water Improvements –</b> Improvements are necessary for the residents of this area	<del>\$4,900,000.00</del> <del>\$100,000.00</del> \$5,000,000.00	<del>\$4,900,000.00</del> <del>\$100,000.00</del> \$5,000,000.00	\$0.00	Public Infrastructure [24 CFR 570.201(c)] Nat. Obj: Low Mod Area Benefit [24 CFR 570.208(a)(1)]
AMENDMENT #7 – New activity added				
AMENDMENT #12 - Project delivery adjusted	<del>\$35,000.00</del> \$5,035,000.00	<del>\$35,000.00</del> \$5,035,000.00		
AMENDMENT #13- Project delivery adjusted	<del>(\$21,831.50)</del> \$5,013,168.50	<del>(\$21,831.50)</del> \$5,013,168.50		
AMENDMENT #14 – Project costs lower than anticipated	<del>(\$6,736.50)</del> \$5,006,432.00	<del>(\$6,736.50)</del> \$5,006,432.00		

Homeowner Housing

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

<b>55<sup>th</sup> Street Crossing Affordable Housing Development Northern Housing Development Infrastructure –</b> The City will provide for a new housing development outside the flood area with 51% affordable housing  AMENDMENT #4 – New project with equal funding due to delays in original project	\$60,000,000.00	\$5,000,000.00	\$55,000,000.00 Private Developer	Infrastructure [24 CFR 570.201(c)] Nat. Obj: Low Mod Area Benefit [24 CFR 570.208(a)(1)]
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Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
AMENDMENT #7 – Project delivery adjusted	<del>\$100,129.85</del> \$60,100,129.85	<del>\$100,129.85</del> \$5,100,129.85		
AMENDMENT #9 – Project delivery adjusted	<del>\$100,489.49</del> \$60,100,489.49	<del>\$100,489.49</del> \$5,100,489.49		
AMENDMENT #13- Project delivery adjusted	<del>(\$4,659.80)</del> \$60,095,829.69	<del>(\$4,659.80)</del> \$5,095,829.69		
AMENDMENT #14 – Project costs higher than anticipated	<u>\$5,399.70</u> \$60,101,229.39	<u>\$5,399.70</u> \$5,101,229.39		

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

<b>Down payment Assistance;</b> new activity funded with leftover monies  AMENDMENT #12 – Adjusted Project Delivery and Activity amounts. Project costs are anticipated to be lower.  AMENDMENT#13- Project delivery adjusted  <b>AMENDMENT #14</b> – Project costs lower than anticipated	\$250,000.00   <del>(\$50,000.00)</del> \$200,000.00   <del>(\$37,385.70)</del> \$162,614.30  <del>(\$5,399.70)</del> \$157,214.60	\$250,000.00   <del>(\$50,000.00)</del> \$200,000.00   <del>(\$37,385.70)</del> \$162,614.30  <del>(\$5,399.70)</del> \$157,214.60	\$0	Homeownership Assistance [24 CFR 570.201(n) Nat. Obj: Low Mod Housing [24 CFR 570.208(a)(3)]
<b>Acquisition for Affordable Housing Development –</b> The City will seek to purchase 50 vacant lots to develop affordable housing	\$7,300,000.00 <del>\$1,204,225.56</del> \$8,504,225.56	\$7,300,000.00 <del>\$1,204,225.56</del> \$8,504,225.56	\$0	Acquisition [24 CFR 570.201(a)] Nat. Obj: LMI Housing [24 CFR 570.208(d)]

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
AMENDMENT #6 – Transfer funds to Affordable Senior Apartments, Mixed Use Residential Development, and Small Rental Program	\$0.00	\$0.00		

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

<b>Demolition of Unsafe Houses –</b> The City will be reimbursed for the costs of demolishing unsafe structures immediately after the flood	\$330,684.90 \$25,000.00	\$330,684.90 \$25,000.00 \$355,684.90	\$0	Clearance [24 CFR 570.201(d)] Nat. Obj: Urgent Need [24 CFR 570.208(d)]
AMENDMENT #8 – Added project delivery cost for class iii study and additional services	<del>\$74,000.00</del> \$429,684.90	<del>\$74,000.00</del> \$429,684.90		
AMENDMENT #9 – Project delivery adjusted	<del>\$74,115.02</del> \$429,799.92	<del>\$74,115.02</del> \$429,799.92		
AMENDMENT #11 – Project Complete	<del>(\$71,674.42)</del> \$358,125.50	<del>(\$71,674.42)</del> \$358,125.50		
AMENDMENT #13- Project delivery adjusted	<del>(\$38,706.30)</del> \$319,419.20	<del>(\$38,706.30)</del> \$319,419.20		
AMENDMENT #14 – Project costs higher than anticipated	<del>\$38,706.30</del> \$358,125.50	<del>\$38,706.30</del> \$358,125.50		

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
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## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

<b>Acquisition of Flooded Properties</b> – The City will use CDBG funds as match for State funds intended to buy flooded properties that may be used for green space or flood access/control	\$23,748,448.25	\$6,000,000.00	\$17,748,448.25 State Water Commission	Acquisition [24 CFR 570.201(a)] Nat. Obj: Urgent Need [24 CFR 570.208(d)]
AMENDMENT #2 – Transferred \$2,000,000 to new demolition activity		\$4,000,000.00 <del>\$228,062.25</del> \$4,228,062.25		
AMENDMENT #7 – Activity completed				
AMENDMENT #8 – Activity completed; other costs were incurred	\$11,892,407.72 <del>\$939,792.59</del> \$12,832,200.31	\$2,859,324.74 <del>\$454,592.59</del> \$3,313,917.33	\$9,033,082.98 <del>\$485,200.00</del> \$9,518,282.98	
AMENDMENT #10 – Recaptured monies are being transferred to this activity	\$24,589,649.32	<del>\$2,833,495.07</del> \$6,147,412.40	\$18,442,236.99	

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
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## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

AMENDMENT #11 – Funds needed to make final payments on other projects	\$24,504,408.76	<del>(\$21,310.21)</del> \$6,126,102.19	\$18,378,306.57	
AMENDMENT #12 – Activity and Project delivery adjusted	\$24,294,459.23	<del>(\$209,949.53)</del> \$5,916,152.66		
AMENDMENT #13- Project delivery adjusted	\$24,050,516.39	<del>(\$112,294.79)</del> \$6,012,629.39	\$18,037,887.00	
AMENDMENT #14 – Project costs lower than anticipated	<del>(\$39,916.30)</del> \$24,010,600.09	<del>(\$39,916.30)</del> \$5,972,713.09		
<b>Demolition of Flooded Properties</b> – The City will use CDBG funds as match for State funds intended to demolish flooded properties that will be used for green space			State Water Commission	Acquisition [24 CFR 570.201(d)] Nat. Obj: Urgent Need [24 CFR 570.208(d)]
AMENDMENT #2 – Activity added \$2,000,000; moved from acquisition		\$2,000,000.00 <del>\$228,062.25</del> \$2,228,062.25		
	\$3,744,316.05	\$934,485.09	\$2,809,830.96	
AMENDMENT #7 – Activity completed				
	<del>\$2,125.23</del>	<del>\$2,125.23</del>		
AMENDMENT #8 – Additional costs incurred	\$3,746,441.28	\$936,610.32		
	<del>\$99,999.04</del>	<del>\$25,000.00</del>	\$2,884,830.00	
AMENDMENT #13- Additional costs incurred	\$3,846,440.32	\$961,610.32		

# City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
<b>Rehabilitation of Flooded Properties</b> – LMI households will be assisted with repair funds  AMENDMENT # 7 – Monies being moved into Downtown Water and Sewer Improvements Activity, Demolition, and Affordable Senior Apartments  AMENDMENT #9 – Funds being moved from Rental Rehabilitation into Rehabilitation of Flooded Properties. Project delivery adjusted  AMENDMENT #10 – Project costs were lower than anticipated  AMENDMENT #11 – Final Payment  AMENDMENT #14 – Project costs higher than anticipated	\$5,844,339.18 <del>\$2,250,663.10</del> \$8,095,002.28  \$6,438,905.28 <del>\$2,276,097.00</del> \$8,715,022.28  <del>(\$765,453.99)</del> \$7,949,548.29  <del>\$152,954.31</del> \$8,102,502.60  \$620.00 \$8,103,122.60	\$5,844,339.18 <del>\$2,250,663.10</del> \$8,095,002.28  \$6,438,905.28 <del>\$2,276,097.00</del> \$8,715,002.28  <del>(\$765,453.99)</del> \$7,949,548.29  <del>\$152,954.31</del> \$8,102,502.60  \$620.00 \$8,103,122.60	\$0	Rehabilitation [24 CFR 570.202] Nat. Obj: LMI Housing [24 CFR 570.208(a)(3)]

# City of Minot CDBG Disaster Recovery

## Non-Substantial Action Plan Amendment #14

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
<b>Reconstruction of Flooded Properties</b> – LMI households will be assisted with reconstruction of their homes if not able to rehabilitate  AMENDMENT #7 – Monies being moved into Downtown Water and Sewer Improvements Activity, Demolition, and Affordable Senior Apartments  AMENDMENT #9 – Funds being moved from Rental Rehabilitation into Reconstruction of Flooded Properties. Project delivery adjusted  AMENDMENT #10 – Project costs were higher than anticipated	\$4,236,551.32 <del>\$750,202.46</del> \$4,986,753.78  \$4,834,602.22 <del>\$762,151.56</del> \$5,596,753.78  <del>\$53,465.96</del> \$5,650,219.74	\$4,236,551.32 <del>\$750,202.46</del> \$4,986,753.78  \$4,834,602.22 <del>\$762,151.56</del> \$5,596,753.78  <del>\$53,465.96</del> \$5,650,219.74	\$0	Rehabilitation [24 CFR 570.202] Nat. Obj: Low Mod Housing [24 CFR 570.208(a)(3)]

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

AMENDMENT #11 – Project Complete	<del>(\$105,999.29)</del> \$5,544,220.45	<del>(\$105,999.29)</del> \$5,544,220.45		
AMENDMENT #14 – Project costs higher than anticipated	<del>\$590.00</del> \$5,544,810.45	<del>\$590.00</del> \$5,544,810.45		

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
Rental Housing				
<b>Southeast Tax Credit Rental Units Infrastructure –</b> Development of LMI rental units	\$6,621,201.00 <del>\$10,818.46</del> \$6,632,019.46	\$400,000.00 <del>\$10,818.46</del> \$410,818.46	\$6,621,201.00 Tax Credit Financing	Infrastructure {24-CFR 570.201(c)} Nat. Obj: Low-Mod Housing {24-CFR 570.208 (a)(3)(i)(B)}
AMENDMENT #3 – Transfer funds to the Domestic Violence Shelter Activity	\$0	\$0		
REMOVED BY AMENDMENT #2 – Moved to Parking Facility <b>Infrastructure Repairs Downtown –</b> Repair damaged storm sewers and support affordable rental units	\$2,375,000.00	\$2,375,000.00		Infrastructure {24-CFR 570.201(c)} Nat. Obj: Low-Mod Area Benefit {24-CFR 570.208 (a)(3)(i)(C)}

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

<b>Affordable Senior Apartments</b>	\$1,326,600.00	\$1,326,600.00	\$4,886,779.10 From developer	Public Infrastructure [24 CFR 570.201(c)] Acquisition [24 CFR 570.201(a)] Nat. Obj: LMI Housing [24 CFR 570.208(d)]
AMENDMENT #6 – Funding increase based on transfer from Acquisition for Affordable Housing Development				

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
AMENDMENT #7 – Project Delivery adjusted and \$982,000 is being transferred into this activity	\$2,188,000.00 <del>\$75,208.44</del> \$2,263,208.44	\$2,188,000.00 <del>\$75,208.44</del> \$2,263,208.44		
AMENDMENT #9 – Project delivery adjusted	<del>\$72,846.76</del> \$2,260,846.76  <del>(\$317,625.86)</del> \$6,830,000.00	<del>\$72,846.76</del> \$2,260,846.76  <del>(\$317,625.86)</del> \$1,943,220.90		
AMENDMENT #10 – Project costs were lower than anticipated				

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

AMENDMENT #12 – Activity and Project delivery adjusted. Project nearing completion and costs are anticipated to be lower.	<del>(\$88,687.76)</del> \$6,741,312.24	<del>(\$88,687.76)</del> \$1,854,533.14		
AMENDMENT #13- Project delivery adjusted	<del>(\$2,658.75)</del> \$6,738,653.49	<del>(\$2,658.75)</del> \$1,851,874.39		
<b>Work Force Rental Development</b>	\$850,000.00	\$850,000.00	\$6,802,453.64 From developer	Public Infrastructure [24 CFR 570.201(c)] Acquisition [24 CFR 570.201(a)] Nat. Obj: LMI Housing [24 CFR 570.208(d)]
AMENDMENT #6 – Funding increase based on transfer from Acquisition for Affordable Housing Development				

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
AMENDMENT #7 – Project delivery adjusted	<del>\$75,297.94</del> \$925,297.94	<del>\$75,297.94</del> \$925,297.94		
AMENDMENT #9 – Project delivery adjusted	<del>\$70,566.86</del> \$920,566.86	<del>\$70,566.86</del> \$920,566.86		

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

AMENDMENT #10 – Project costs were lower than anticipated	<del>(\$23,020.50)</del> \$7,700,000.00	<del>(\$23,020.50)</del> \$897,546.36		
AMENDMENT #12 – Project is nearly complete. Project Activity and Project delivery adjusted.	<del>(\$20,528.61)</del> \$7,679,471.39	<del>(\$20,528.61)</del> \$877,017.75		
AMENDMENT #13- Project delivery adjusted	<del>(\$2,000.30)</del> \$7,677,471.09	<del>(\$2,000.30)</del> \$875,017.45		
<b>New Affordable Rental Project</b>	\$16,865,000	\$115,000.00	\$16,750,000.00 From developer	Acquisition [24 CFR 570.201(a)] Nat. Obj: LMI Housing [24 CFR 570.208(d)]
AMENDMENT #11 – Project delivery adjusted	<del>\$4,000.00</del> \$16,869,000.00	<del>\$4,000.00</del> \$119,000.00		
AMENDMENT #12 – Project delivery adjusted.	<del>\$9,153.07</del> \$16,878,153.07	<del>\$9,153.07</del> \$128,153.07		
AMENDMENT #13- Project Delivery Adjusted	<del>(\$815.00)</del> \$16,877,338.07	<del>(\$815.00)</del> \$127,338.07		

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
<b>Small Rental Program</b>	\$6,242,625.56	\$6,242,625.56	\$0	Rehabilitation [24 CFR 570.202] Nat. Obj: LMI Housing [24 CFR 570.208(a)(3)]

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

AMENDMENT #6 – Funding increase based on transfer from acquisition for Affordable Housing Development				
AMENDMENT #7 – Due to the number of applications received, monies are being transferred to the Downtown Water and Sewer Improvements new activity, Demolition, and Affordable Senior Apartments	\$4,853,160.34 <del>\$748,818.08</del> \$5,601,978.42	\$4,853,160.34 <del>\$748,818.08</del>	\$5,601,978.42	
AMENDMENT # 8 - \$175,000 is being moved to the Relocation activity and \$50,000 is being moved to the Demolition activity	\$4,692,946.50 <del>\$684,031.92</del> \$5,376,978.42	\$4,692,946.50 <del>\$684,031.92</del> \$5,376,978.42		

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
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## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

AMENDMENT #9 – Funds being moved from Rental Rehabilitation into Rehabilitation and Reconstruction of Flooded Properties and Flood Preparedness Plan. Project delivery adjusted	\$3,384,354.07 <del>\$664,031.92</del> \$4,048,385.99	\$3,384,354.07 <del>\$664,031.92</del> \$4,048,85.99		
	<del>(\$583,346.07)</del>	<del>(\$583,346.07)</del>		
AMENDMENT #10 – Project costs were lower than anticipated	\$3,465,039.92  \$346,662.34 \$3,811,702.26	\$3,465,039.92  \$346,662.34 \$3,811,702.26		
AMENDMENT #12 – Final Costs were received from contractors. Activity and Project delivery adjusted.				
<b>Relocation</b>				
<b>Relocation Assistance for Displaced Tenants –</b> Compliance with Uniform Relocation Act requires relocation assistance for tenants displaced due to acquisition	\$250,000.00 \$20,000.00 \$270,000.00	\$250,000.00 \$20,000.00 \$270,000.00	\$0	Relocation [24 CFR 570.606) Nat. Obj: [24 CFR 570.208(d)(2)]
AMENDMENT #7 – Activity completed	\$240,251.01 <del>\$19,139.50</del> \$259,390.51	\$240,251.01 <del>\$19,139.50</del> \$259,390.51		

# City of Minot CDBG Disaster Recovery

## Non-Substantial Action Plan Amendment #14

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
<b>Relocation Assistance for Displaced Tenants – SRP –</b> Compliance with the Uniform Relocation Act requires relocation assistance for tenants displaced due to rehabilitation	\$160,000.00 <u>\$15,000.00</u> \$175,000.00	\$160,000.00 <u>\$15,000.00</u> \$175,000.00	\$0	Relocation [24 CFR 570.606] Nat. Obj: [24 CFR 570.208(d)(2)]
AMENDMENT #10 – Project costs were lower than anticipated	<u>(\$160,000.00)</u> \$15,000.00	<u>(\$160,000.00)</u> \$15,000.00		
AMENDMENT #12 – Activity complete. No costs.	<u>(\$15,000.00)</u> \$0.00	<u>(\$15,000.00)</u> \$0.00		
<b>Project Delivery</b>				
AMENDMENT #2 – Reallocated lump sum to individual projects CDM Smith – case management, environmental reviews, construction management, and other services necessary to implement an activity	\$4,339,191.48 \$0.00	\$4,339,191.48 \$0.00		Dependent upon whether project delivery is for a LMI activity or an Urgent Need activity
<b>Planning</b>				
<b>Unmet Needs Assessment</b>	\$125,000.00	\$125,000.00	\$0	Planning [24 CFR 570.205] Nat. Obj: NA

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

AMENDMENT #7 – Project completed	\$95,715.00	\$95,715.00		
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Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
<b>Comprehensive Landfill Master Plan</b>	\$500,000.00	\$500,000.00	\$0	Planning [24 CFR 570.205] Nat. Obj: NA
AMENDMENT #7 – Project delivery added	<del>\$337.27</del> \$500,337.27	<del>\$337.27</del> \$500,337.27		
AMENDMENT #14 – Project costs higher than anticipated	<del>\$5,183.30</del> \$505,520.57	<del>\$5,183.30</del> \$505,520.57		
<b>Water Model for City</b>	\$150,000.00	\$150,000.00	\$0	Planning [24 CFR 570.205] Nat. Obj: NA
AMENDMENT #7 – Project delivery added	<del>\$32.86</del> \$150,032.86	<del>\$32.86</del> \$150,032.86		
AMENDMENT #12 – Project complete	<del>(\$1.05)</del> \$150,031.81	<del>(\$1.05)</del> \$150,031.81		
<b>Emergency Disaster Plan</b>	\$150,000.00	\$150,000.00	\$0	Planning [24 CFR 570.205] Nat. Obj: NA
AMENDMENT #7 – Monies being transferred into the Downtown Water and Sewer Improvements activity, Demolition, and Affordable Senior Apartments	\$0	\$0		

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

<b>Affordable Housing</b>	\$500,000.00	\$500,000.00	\$0	Planning [24 CFR 570.205] Nat. Obj: NA
AMENDMENT #7 – Activity completed	\$376,177.50	\$376,177.50		
Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
<b>Flood Preparedness Plan</b>	\$100,000.00	\$100,000.00		Planning [24 CFR 570.205] Nat. Obj: NA
AMENDMENT #9 – Monies being transferred into the Flood Preparedness Plan from Rental Rehabilitation				
AMENDMENT #14 – Project costs lower than anticipated	(\$5,183.30) \$94,816.70	(\$5,183.30) \$94,816.70		
<b>Administration</b>				
<b>City of Minot</b>	\$2,517,989.68	\$2,517,989.68	\$0	Administration [24 CFR 570.206] Nat. Obj: NA
AMENDMENT #8 – Moved \$24,000 to Project Delivery for cost of Class III studies on demos for SHPO				
AMENDMENT #10 – Program administration is being reduced	(\$1,227,000.00) \$1,266,989.68	(\$1,227,000.00) \$1,266,989.68		

## City of Minot CDBG Disaster Recovery Non-Substantial Action Plan Amendment #14

<b>CDM Smith</b>	\$860,808.52	\$860,808.52	\$0	Administration [24 CFR 570.206] Nat. Obj: NA
AMENDMENT #13- Admin adjusted	<del>(\$1,533.52)</del> \$859,275.00	<del>(\$1,533.52)</del> \$859,275.00		
<b>Total</b>				
	\$221,547,778.74	\$67,575,964.00	\$153,971,814.74	

### Citizen Participation

Amendment #14 to the Action Plan will be posted on the City's websites at: [www.minotnd.org](http://www.minotnd.org) and [www.minotrecoveryinfo.com](http://www.minotrecoveryinfo.com)



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** John R. Zakian, DR Grant Program Manager & Chief Resilience Officer

**DATE:** February 16, 2018

**SUBJECT:** **CDBG-DR Allocation #1 Substantial Amendment #15**

## **I. RECOMMENDED ACTION**

Authorize the HUD Process to Commence for Allocation #1 Substantial Amendment #15

## **II. DEPARTMENT CONTACT PERSONS**

John R. Zakian, DR Grant Program Manager & Chief Resilience Officer, 423-4528

## **III. DESCRIPTION**

### **A. Background**

HUD rules governing CDBG-DR Allocation #1 require that when new activities are desired to be created that there needs to be a Substantial Amendment made to the original Action Plan which describes the new activities and identifies the reallocation of grant funds necessary to carry out these activities. There have been 13 Amendments approved for Allocation #1. Both technical amendments and substantial amendments need to be tracked as amendments in sequential order. Also before the City Council at the same Committee of the Whole is an Allocation #1 technical amendment which is being identified as Non-Substantial Amendment #14. Therefore, this amendment will be Substantial Amendment #15. The HUD rules set forth a process to follow for a Substantial Amendment which is to first consult with HUD (this is not the approval process) and after consulting with HUD raising no initial objections, proceed to post the Substantial Amendment on the website and make reasonable efforts to alert the public to the amendment allowing written public comments to be submitted, and after the public comment period is closed, the Substantial Amendment is submitted to HUD with inclusion of the public comments and city responses to the public comments. HUD rules for Allocation #1 waive the requirements for the CDBG entitlement program which requires 30-day public comment period and a public hearing. The waiver grants no need or requirement for a public hearing and only requires a minimum 7-day. The previous Substantial Amendments for Allocation #1 have followed the waiver minimum standards at 7-day comment period. There is nothing in the HUD rules which does not allow for a longer period. Therefore, it is suggested for this Substantial Amendment that we allow a 21-day public comment period because we are adding two new activities and so much time has elapsed since the initial Action Plan for Allocation #1 was approved.

### **B. Proposed Project**

Substantial Amendment #2 proposes the creation of two new activities each to be funded with \$800,000 in unused funds for a total of \$1.6 million. One activity will seek to address the problem of spot blighted homes in the FEMA 100-year flood plain which have been dubbed Zombie properties by seeking to acquire them and demolish them. The plan is to work in conjunction with the First Health District Unit. Allocation #1 did fund a voluntary

acquisition program but this activity will fall under the HUD provisions of an involuntary acquisition program because it may be necessary with the most distressed and hazardous homes posing health, safety, and welfare threats to affected neighborhoods to be required to pursue condemnation proceedings if such property cannot be amicably acquired. The foremost goal is to protect and preserve the well-being of neighborhoods. Should efforts undertaken by the city to acquire induces a property owner to fully rehabilitate the property to acceptable standards and code, then pursuit of acquisition will be stopped.

The second new activity is to establish a revolving loan program to help for profits that can demonstrate direct or indirect adverse impact from the flood. Recognizing that there are business and commercial areas throughout the flood impacted zones, the plan calls for these loans to be provided to eligible for profit entities in the downtown and within the FEMA 100 year flood plain. Loans will be able to be use for both capital and working capital needs, and it will be needed to demonstrate that applicants do not have access to more traditional sources of financing. We are not now required to identify the entity to operate the revolving loan fund so the amendment lists multiple options. Also, the terms and conditions of loans, and caps on the amount of a loan will be subsequently set in policies and procedures which will require the approval of the City Council. The intent of this activity is to coordinate with modest existing programs such as one administered by the Souris Basin Planning Council to assure there is no duplication of effort and to maximize ability to leverage the funds.

#### **IV. IMPACT:**

A. Strategic Impact:

Creation of this revolving loan fund is to stimulate new investment in downtown and the surrounding area at a critical time to support and encourage sustainable growth. It also provides important follow through to the major infrastructure investment recently completed in the downtown to demonstrate to multiple federal agencies the city's commitment to following through on growth and revitalization in the downtown and surrounding areas. Addressing the blighted home situation is a proactive initiative to support neighborhoods with homeowners and property owners who have already invested in restoring the vitality if these areas.

B. Service/Delivery Impact:

These two new activities address key elements of sustaining sustainable resilient growth both in preserving the stability of residential neighborhoods and continuing commercial growth within the downtown and surrounding commercial areas.

C. Fiscal Impact:

The \$1,600,000 is being redeployed from an unspent balance of more than \$2 million from closed out projects and activities.

#### **V. ALTERNATIVES**

N/A

#### **VI. TIME CONSTRAINTS**

NA

#### **VII. LIST OF ATTACHMENTS**

- i. Copy Allocation #1 Substantial Amendment #15



**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY  
ACTION PLAN AMENDMENT #15**



**For CDBG-DR Disaster Recovery Funds  
Section 239 of the Department of Housing and Urban Development Appropriations Act, 2012  
(Public Law 112-55, enacted November 18, 2011)**

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**March 2018**

**City of Minot, North Dakota**

# City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

Chuck Barney, Mayor

## THE CITY OF MINOT ACTION PLAN AMENDMENT #15

As more projects are nearing completion, the City is adjusting activity budgets and adding two new activities to address ongoing unmet needs acknowledged within the original Action Plan. Changes in funding are noted in red in the budget table which follows.

No activities currently funded and included in the Action Plan are being adversely affected. Activities have run the course of addressing need and intended scope with balances remaining. It is some of the available balances which will be used to add two new activities.

Recent completion of major downtown infrastructure work to address damage and weaknesses resulting from flood impact which included a contribution of \$5,000,000 in funds from this allocation positions the downtown and surrounding area for a resurgence. However, completion of the work and removal of all the construction activity also reveals vacancies within the retail and commercial space. While there is a robust core foundation within the downtown and surrounding area of commercial and retail, to sustain the area's vitality and growth, it is necessary to induce new investment. Businesses that have continued operating from the date of the flood or which have been able to reopen continue to have lingering funding needs as a result of the impact. A portion of the vacant retail and commercial space reflects businesses which were not able to reopen after the flood or left for other locations because of the flood.

A serious concern was reflected in the original Action Plan that there would be homes that for a variety of reasons would be at risk of not being repaired. There was funding allocated and used in support of a voluntary acquisition housing activity. At the time of completion of this activity, it was felt that the need had been addressed. However, now several years later it has become evident there remains an unmet need with visible evidence of homes in various stages of disrepair with no evidence of any work being performed for long periods of time. The city has also experienced evidence that the owners of these properties no longer maintain active mailing addresses or have not sought permits or related work authorization for home rehabilitation for extensive periods of time. It is evident from this experience that a voluntary acquisition program will not produce desired results.

A new activity, **Housing/Acquisition and Demolition of Blighted Properties** is being added to Acquisition of Flooded Properties addressing **Spot Blight as the National Objective**. There are properties scattered throughout the FEMA 100-year Flood Plain which are not part of the buyout areas and which exhibit physical evidence of damage from the flood almost 7 years later demonstrating being in disrepair. These homes pose danger to the health, safety, and welfare to the neighborhoods and neighborhoods' residents in which the uninhabitable homes are located. Involuntary acquisition will be used to permit the city in partnership with the First District Health Unit to identify those properties in disrepair. Should the owners of such properties not be responsive to offers to purchase by the city then through partnership with the First District Health Unit an action to condemn for health, safety and welfare reasons will be considered and, if appropriate, pursued. It is not the intent of the city through this activity to employ Eminent Domain but, rather, only consider it and use it for the identified condemnation process. Should the owner of a property in disrepair provide satisfactory evidence to the

# City of Minot CDBG Disaster Recovery

## Substantial Action Plan Amendment #15

city of the financial ability and timely commitment to address the conditions of disrepair to bring it into compliance with codes and become habitable then the city will abate acquisition efforts. Structures acquired through this activity will be demolished.

The other activity that is being added is allocation of funds to establish a **revolving loan fund (RLF)** under **Special Economic Development Activities** to assist for profit entities within the Minot's downtown and the FEMA 100-year Flood Plain which can demonstrate impact from the flood. The Urgent Need National Objective is being applied to this activity. The purpose of this RLF will be to provide loans to cover needed capital and/or operating capital costs with eligible applicants being able to demonstrate not being accessible to or secure funding from conventional financial sources or other non-traditional sources of financing (i.e. SBA loans, CDFI, etc.) to meet full needs. All applicants will be required to demonstrate direct or indirect impact from the flood to be eligible. It is envisioned that the RLF may be operated by the city, by an established non-profit or quasi-governmental entity with demonstrated RLF experience, or creation of a new incorporated non-profit RLF intended to become a self-sustaining entity with ability to leverage the CDBG-DR funds to secure other sources of capitalization.

### Method of Distribution for Program Activities

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
<b>Infrastructure and Public Facilities</b>				
<b>Landfill expansion –</b> Direct impact from flood debris has exceeded landfill	\$5,871,471.49	\$3,721,471.49	\$2,150,000.00 ND Trust Lands (NDTL)	Public Facility Improvement [24 CFR 570.20(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]
AMENDMENT #7 – Project delivery adjusted	<del>\$23,939.58</del> \$5,895,411.07	<del>\$23,939.58</del> \$3,745,411.07		
AMENDMENT #9 – Project delivery adjusted	<del>\$25,227.23</del> \$5,896,698.72	<del>\$25,227.23</del> \$3,746,698.72		
AMENDMENT #14 – Project completed shift available remaining unused funds to Northern Sewer Project Final Phase	<del>(\$1,500,000.00)</del> \$4,396,698.72	<del>(\$1,500,000.00)</del> \$2,246,698.72		

# City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
<b>Northern Sewer Project</b> – Provide sewer service to new affordable housing development outside of the flood area where 51% of houses will be affordable  AMENDMENT #5 – National Objective changed to Urgent Need	<del>\$28,415,000.00</del>  <del>\$129,835.01</del> <del>\$28,544,835.01</del>	<del>\$6,345,000.00</del>  <del>\$129,835.01</del> <del>\$6,474,835.01</del>	\$5,000,000 NDTL \$3,600,000 Magic Fund \$13,470,000 City Bond	Public Infrastructure [24 CFR 570.20(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]
AMENDMENT #7 – Project delivery adjusted	<del>\$129,835.01</del> <del>\$28,544,835.01</del>	<del>\$129,835.01</del> <del>\$6,474,835.01</del>		
AMENDMENT #9 – Project delivery adjusted	<del>\$129,879.56</del> <del>\$28,544,879.56</del>	<del>\$129,879.56</del> <del>\$6,474,879.56</del>		
AMENDMENT #10 – Project costs came in lower than anticipated	<del>(\$133,485.00)</del> <del>\$28,411,394.56</del>	<del>(\$133,485.00)</del> <del>\$6,341,394.56</del>		
Amendment #12- Project delivery adjusted	<del>(\$10,000.00)</del> <del>\$28,401,394.56</del>	<del>(\$10,000.00)</del> <del>\$6,331,394.56</del>		
AMENDMENT #13- Project delivery adjusted	<del>(\$8,149.20)</del> <del>\$28,393,245.36</del>	<del>(\$8,149.20)</del> <del>\$6,323,245.36</del>	\$22,070,000.00	
AMENDMENT #14 – Added project costs to complete final phase moved from Landfill allocation no longer needed	<del>\$1,500,000.00</del> <del>\$29,893,245.36</del>	<del>\$1,500,000.00</del> <del>\$7,823,245.36</del>		

# City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
<b>Master Lift Station</b> – Conveys 80% of the City’s flow to the wastewater treatment center and is vital that the station is rehabilitated  AMENDMENT #1 – Funding increased for activity from \$2,150,000 to \$3,055,000  AMENDMENT #5 – National Objective changed to LMI  AMENDMENT #7 – Project delivery adjusted  AMENDMENT #9 – Project delivery adjusted  Amendment #12 - Activity and Project delivery adjusted	<del>\$4,300,000.00</del>          <del>\$35,059.65</del> \$4,335,059.65    <del>\$40,681.94</del> \$4,340,681.94   (\$16,464.53) \$4,324,217.41	<del>\$2,150,000.00</del>          <del>\$3,055,000.00</del>          <del>\$35,059.65</del> \$3,090,059.65    <del>\$40,681.94</del> \$3,095,681.94   (\$16,464.53) \$3,079,217.41	\$1,245,000.00 NDTL	Public Infrastructure [24 CFR 570.21(c)] Nat. Obj: Low Mod Area Benefit [24 CFR 570.208(a)(1)]
<b>Control Lift</b> – Conveys sanitary sewer flows from all other lifts to the Master Lift Station  AMENDMENT #5 – National Objective changed to Low Mod Area Benefit	<del>\$495,000.00</del>	<del>\$247,500.00</del>	\$247,500.00	Public Infrastructure [24 CFR 570.21(c)] Nat. Obj: Low Mod Area Benefit [24 CFR 570.208(a)(1)]

# City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
AMENDMENT #7 – Project delivery adjusted	<del>\$25,096.41</del> \$520,096.41	<del>\$25,096.41</del> \$272,596.41		
AMENDMENT #12 - Project delivery adjusted	<del>(\$3,183.93)</del> \$516,912.48	<del>(\$3,183.93)</del> \$269,412.48		
<b>Roosevelt Lift –</b> Impacted during the flood, repairs and upgrade needed	\$550,000.00	\$275,000.00	\$275,000.00	Public Infrastructure [24 CFR 570.201(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]
AMENDMENT #7 – Project delivery adjusted	<del>\$18,056.80</del> \$568,056.80	<del>\$18,056.80</del> \$293,056.80		
AMENDMENT #9 – Project delivery adjusted	<del>\$17,212.88</del> \$567,212.88	<del>\$17,212.88</del> \$292,212.88		
AMENDMENT #10 – Project costs were lower than anticipated	<del>(\$2,680.00)</del> \$564,532.88	<del>(\$2,680.00)</del> \$289,532.88		
AMENDMENT #11 – Final payment	\$2,680.00 \$567,212.88	\$2,680.00 \$292,212.88		
<b>Walders Lift Station –</b> Inundated during the flood, repairs and upgrade needed	\$565,000.00	\$282,500.00	\$282,500.00 NDTL	Public Infrastructure [24 CFR 570.201(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]
AMENDMENT #7 – Project delivery adjusted	<del>\$22,057.22</del> \$587,057.22	<del>\$22,057.22</del> \$304,557.22		
AMENDMENT #9 – Project delivery adjusted	<del>\$21,096.25</del> \$587,096.25	<del>\$21,096.25</del> \$303,596.25		
AMENDMENT #10 – Project costs were lower than anticipated	<del>(\$8,764.00)</del> \$577,332.25	<del>(\$8,764.00)</del> \$294,832.25		

# City of Minot CDBG Disaster Recovery

## Substantial Action Plan Amendment #15

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
AMENDMENT #11 – Final Payment	\$8,764.00 \$586,096.25	\$8,764.00 \$303,596.25		
<b>Airport Lift Station</b> – Needed for economic revitalization and development outside the flood area	\$600,000.00	\$300,000.00	\$300,000.00 NDTL	Public Infrastructure [24 CFR 570.201(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]
AMENDMENT #7 – Project delivery adjusted	<del>\$20,058.19</del> \$620,058.19	<del>\$20,058.19</del> \$320,058.19		
AMENDMENT #9 – Project delivery adjusted	<del>\$16,605.43</del> \$616,605.43	<del>\$16,605.43</del> \$316,605.43		
AMENDMENT #10 – Project costs were lower than anticipated	<del>\$16,387.50</del> \$600,217.93	<del>\$16,387.50</del> \$300,217.93		
AMENDMENT #11 – Final Payment	\$16,387.50 \$616,605.43	\$16,387.50 \$316,605.43		
<b>13<sup>th</sup> Street Lift Station</b> – Impacted during the flood, repairs and upgrade needed	\$320,000.00	\$160,000.00	\$160,000.00 NDTL	Public Infrastructure [24 CFR 570.201(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]
AMENDMENT #7 – Project delivery adjusted	<del>\$42,050.42</del> \$362,050.42	<del>\$42,050.42</del> \$202,050.42		
AMENDMENT #9 – Project delivery adjusted	<del>\$41,788.66</del> \$361,788.66	<del>\$41,788.66</del> \$201,788.66		
AMENDMENT #10 – Project costs were lower than anticipated	<del>\$14,198.11</del> \$347,590.55	<del>(\$14,198.11)</del> \$187,590.55		
AMENDMENT #11 – Final Payment	\$14,198.11 \$361,788.66	\$14,198.11 \$201,788.66		

# City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
REMOVED BY AMENDMENT #1 – Funds moved to Master Lift Station <del>3<sup>rd</sup> Street Sewer System needed to flow sewage into the Force Main, necessary for long term disaster recovery</del>	<del>\$1,810,000.00</del>	<del>\$0.00</del>	<del>\$1,810,000.00</del> NDTL	Public Infrastructure [24 CFR 570.201(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]
<b>6<sup>th</sup> Street Southwest Underpass and Storm Drain Improvements</b> – Flooded during the event and continues to flood with lesser rain events, needed for critical transportation network and emergency responders	\$4,500,000.00	\$2,250,000.00	\$2,250,000.00	Public Infrastructure [24 CFR 570.201(c)] Nat. Obj: Urgent Need [24 CFR 570.208(c)]
AMENDMENT #7 – Project delivery adjusted	<del>\$90,106.00</del> \$4,590,106.00	<del>\$90,106.00</del> \$2,340,106.00		
AMENDMENT #9 – Project delivery adjusted	<del>\$162.81</del> \$4,590,268.81	<del>\$162.81</del> \$2,340,268.81		
AMENDMENT #12 - Project delivery adjusted	<del>\$10,000.00</del> \$4,600,268.81	<del>\$10,000.00</del> \$2,350,268.81		
AMENDMENT #13- Project delivery adjusted	<del>(\$4,928.51)</del> \$2,345,340.30	<del>(\$4,928.51)</del> \$2,345,340.30		

# City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
<b>Fire Station and Apparatus</b> – New housing development cannot happen north of the City unless adequate fire and emergency services can be provided; this fire station will provide that service	<del>\$3,200,000.00</del>	<del>\$3,200,000.00</del>	\$0.00	<i>Fire Protection Equipment</i> Fire protection equipment is considered for this purpose to be an integral part of a public facility and thus, purchase of such equipment would be eligible under §570.201(c) Nat. Obj: Urgent Need [24 CFR 570.208(c)]
AMENDMENT #7 – Project delivery adjusted	<del>\$40,000.00</del> \$3,240,000.00	<del>\$40,000.00</del> \$3,240,000.00		
AMENDMENT #9 – Project delivery adjusted	<del>\$3,632.84</del> \$3,243,632.84	<del>\$3,632.84</del> \$3,243,632.84		
AMENDMENT #12 – Project delivery adjusted	<del>\$13,000.00</del> \$3,256,632.84	<del>\$13,000.00</del> \$3,256,632.84		
AMENDMENT #13- Project delivery adjusted	<del>(\$158.15)</del> \$3,256,474.69	<del>(\$158.15)</del> \$3,256,474.69		
<b>Domestic Violence Shelter Infrastructure</b> – A new shelter is being constructed as shelter housing was lost during the flood; the City is building the road for the facility	<del>\$1,579,865.00</del>	<del>\$200,000.00</del>	\$1,379,865.00 Donations and other funds	Infrastructure [24 CFR 570.201(c)] Nat. Obj: Limited Clientele [24 CFR 570.208(a)(2)(i)(A)]

## City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

Proposed Project	Estimated Total Costs	Estimated CDBG-DR Funds	Estimated Funds – Other Sources	Eligible Activity and National Objective Citation
AMENDMENT #3 – Funding increased from \$200,000 to \$600,000 for activity and from \$4,182.37 to \$15,000.83 Project Delivery		<del>\$600,000.00</del> <del>\$15,000.83</del> <del>\$615,000.83</del>		
AMENDMENT #7 – Project completed	<del>\$41,868.79</del> \$1,799,671.29	<del>\$41,848.79</del> \$419,806.29		
AMENDMENT #9 – Project delivery adjusted	<del>\$41,848.59</del> \$1,799,651.09	<del>\$41,848.59</del> \$419,786.09		
Economic Revitalization				
<b>“Imagine Minot” Downtown Development Parking Facility</b> – Support developed of LMI rental units	<del>\$19,000,000.00</del> \$26,875,000.00	<del>\$3,000,000.00</del> \$5,375,000.00	<del>\$16,000,000.00</del> EDA \$21,500,000.00 Developer Financed	Public Facility Improvement [24 CFR 570.201(c)] Nat. Obj: Urgent Need [24 CFR 570.208(d)]
AMENDMENT #2 – Funding increase based on transfer of \$2,375,000 from infrastructure repairs downtown				

## City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

AMENDMENT #7 – Project delivery adjusted	<del>\$159,392.34</del> \$27,034,392.34	<del>\$159,392.34</del> \$5,534,392.34		
AMENDMENT #13- Project delivery adjusted	<del>\$1,350.00</del> \$27,035,742.34	<del>\$1,350.00</del> \$5,535,742.34		
AMENDMENT #14 – Project costs higher than anticipated	\$6,736.50 \$27,042,478.84	\$6,736.50 \$5,542,478.84		
<b>Downtown Sewer and Water Improvements</b> – Improvements are necessary for the residents of this area AMENDMENT #7 – New activity added	\$4,900,000.00 <del>\$100,000.00</del> \$5,000,000.00	\$4,900,000.00 <del>\$100,000.00</del> \$5,000,000.00	\$0.00	Public Infrastructure [24 CFR 570.201(c)] Nat. Obj: Low Mod Area Benefit [24 CFR 570.208(a)(1)]
AMENDMENT #12 - Project delivery adjusted	<del>\$35,000.00</del> \$5,035,000.00	<del>\$35,000.00</del> \$5,035,000.00		
AMENDMENT #13- Project delivery adjusted	<del>(\$21,831.50)</del> \$5,013,168.50	<del>(\$21,831.50)</del> \$5,013,168.50		
AMENDMENT #14 – Project costs lower than anticipated	<del>(\$6,736.50)</del> \$5,006,432.00	<del>(\$6,736.50)</del> \$5,006,432.00		
<b>AMENDMENT #15 Revolving Loan Fund</b> – focused on downtown and flood inundation area to assist for profit entities that can demonstrate impact from the 2011 flood	\$800,000.00	\$800,000.00	\$0	Special Economic Development [24 CFR 570.203(a) (b)(c)] Nat. Obj. [24 CFR 570.208(a)(4)]

# City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

Homeowner Housing					
<b>55<sup>th</sup> Street Crossing Affordable Housing Development Northern Housing Development Infrastructure –</b>	\$60,000,000.00		\$5,000,000.00	\$55,000,000.00 Private Developer	Infrastructure [24 CFR 570.201(c)] Nat. Obj: Low Mod Area Benefit [24 CFR 570.208(a)(1)]
The City will provide for a new housing development outside the flood area with 51% affordable housing					
AMENDMENT #4 – New project with equal funding due to delays in original project					
AMENDMENT #7 – Project delivery adjusted	<u>\$100,129.85</u> \$60,100,129.85		<u>\$100,129.85</u> \$5,100,129.85		
AMENDMENT #9 – Project delivery adjusted	<u>\$100,489.49</u> \$60,100,489.49		<u>\$100,489.49</u> \$5,100,489.49		
AMENDMENT #13- Project delivery adjusted	<u>(\$4,659.80)</u> \$60,095,829.69		<u>(\$4,659.80)</u> \$5,095,829.69		
AMENDMENT #14 – Project costs higher than anticipated	<u>\$5,399.70</u> \$60,101,229.39		<u>\$5,399.70</u> \$5,101,229.39		

## City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

<b>Down payment Assistance;</b> new activity funded with leftover monies  AMENDMENT #12 – Adjusted Project Delivery and Activity amounts. Project costs are anticipated to be lower.  AMENDMENT#13- Project delivery adjusted  AMENDMENT #14 – Project costs lower than anticipated  <b>AMENDMENT #15</b> – closing out activity and transferring balance to Demolition	\$250,000.00  <del>(\$50,000.00)</del> \$200,000.00  <del>(\$37,385.70)</del> \$162,614.30  <del>(\$5,399.70)</del> \$157,214.60  <del>(\$106,216.40)</del> \$50,998.20	\$250,000.00  <del>(\$50,000.00)</del> \$200,000.00  <del>(\$37,385.70)</del> \$162,614.30  <del>(\$5,399.70)</del> \$157,214.60  <del>(\$106,216.40)</del> \$50,998.20	\$0	Homeownership Assistance [24 CFR 570.201(n) Nat. Obj: Low Mod Housing [24 CFR 570.208(a)(3)]
<b>Acquisition for Affordable Housing Development—</b> The City will seek to purchase 50 vacant lots to develop affordable housing  AMENDMENT #6 – Transfer funds to Affordable Senior Apartments, Mixed Use Residential Development, and Small Rental Program	\$7,300,000.00 <del>\$1,204,225.56</del> \$8,504,225.56  \$0.00	\$7,300,000.00 <del>\$1,204,225.56</del> \$8,504,225.56  \$0.00	\$0	Acquisition [24-CFR 570.201(a)] Nat. Obj: LMI Housing [24-CFR 570.208(d)]

# City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

<b>Demolition of Unsafe Houses –</b> The City will be reimbursed for the costs of demolishing unsafe structures immediately after the flood	<del>\$330,684.90</del> <del>\$25,000.00</del>	<del>\$330,684.90</del> <del>\$25,000.00</del> <del>\$355,684.90</del>	\$0	Clearance [24 CFR 570.201(d)] Nat. Obj: Urgent Need [24 CFR 570.208(d)]
AMENDMENT #8 – Added project delivery cost for class iii study and additional services	<del>\$74,000.00</del> \$429,684.90	<del>\$74,000.00</del> \$429,684.90		
AMENDMENT #9 – Project delivery adjusted	<del>\$74,115.02</del> \$429,799.92	<del>\$74,115.02</del> \$429,799.92		
AMENDMENT #11 – Project Complete	<del>(\$71,674.42)</del> \$358,125.50	<del>(\$71,674.42)</del> \$358,125.50		
AMENDMENT #13- Project delivery adjusted	<del>(\$38,706.30)</del> \$319,419.20	<del>(\$38,706.30)</del> \$319,419.20		
AMENDMENT #14 – Project costs higher than anticipated	<del>\$38,706.30</del> \$358,125.50	<del>\$38,706.30</del> \$358,125.50		
AMENDMENT #15 – adding funds to coincide with new acquisition activity for spot blight homes	<del>\$106,216.40</del> \$464,341.90	<del>\$106,216.40</del> \$464,341.90		

# City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

<b>Acquisition of Flooded Properties</b> – The City will use CDBG funds as match for State funds intended to buy flooded properties that may be used for green space or flood access/control	<del>\$23,748,448.25</del>	<del>\$6,000,000.00</del>	<del>\$17,748,448.25</del> State Water Commission	Acquisition [24 CFR 570.201(a)] Nat. Obj: Urgent Need [24 CFR 570.208(d)]
AMENDMENT #2 – Transferred \$2,000,000 to new demolition activity		\$4,000,000.00 <del>\$228,062.25</del> \$4,228,062.25		
AMENDMENT #7 – Activity completed				
AMENDMENT #8 – Activity completed; other costs were incurred	<del>\$11,892,407.72</del> <del>\$939,792.59</del> \$12,832,200.31	<del>\$2,859,324.74</del> <del>\$454,592.59</del> \$3,313,917.33	<del>\$9,033,082.98</del> <del>\$485,200.00</del> \$9,518,282.98	
AMENDMENT #10 – Recaptured monies are being transferred to this activity	<del>\$24,589,649.32</del>	<del>\$2,833,495.07</del> \$6,147,412.40	<del>\$18,442,236.99</del>	

## City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

AMENDMENT #11 – Funds needed to make final payments on other projects	<del>\$24,504,408.76</del>	<del>(\$21,310.21)</del> \$6,126,102.19	<del>\$18,378,306.57</del>	
AMENDMENT #12 – Activity and Project delivery adjusted	<del>\$24,294,459.23</del>	<del>(\$209,949.53)</del> \$5,916,152.66		
AMENDMENT #13- Project delivery adjusted	<del>\$24,050,516.39</del>	<del>(\$112,294.79)</del> \$6,012,629.39	\$18,037,887.00	
AMENDMENT #14 – Project costs lower than anticipated	<del>(\$39,916.30)</del> \$24,010,600.09	<del>(\$39,916.30)</del> \$5,972,713.09		
AMENDMENT #15 – adding funds to coincide with new acquisition activity for spot blight homes	<del>(\$1,600,000.00)</del> \$22,410,600.09	<del>(\$1,600,000.00)</del> \$4,372,713.09		
AMENDMENT #15 <b>Acquisition/ Demolition of Blighted Flooded Properties</b> – The City will use CDBG funds to acquire structure in disrepair meeting Spotted Blight National Objective posing health, safety, and/or welfare issues	\$800,000.00	\$800,000.00	\$0	Acquisition [24 CFR 570.201(d)] Nat. Obj. [24 CFR 507.208(b)(2)]
<b>Demolition of Flooded Properties</b> – The City will use CDBG funds as match for State funds intended to demolish flooded properties that will be used for green space			State Water Commission	Acquisition [24 CFR 570.201(d)] Nat. Obj: Urgent Need [24 CFR 570.208(d)]

## City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

AMENDMENT #2 – Activity added \$2,000,000; moved from acquisition		<del>\$2,000,000.00</del> <del>\$228,062.25</del> <del>\$2,228,062.25</del>		
AMENDMENT #7 – Activity completed	<del>\$3,744,316.05</del>	<del>\$934,485.09</del>	<del>\$2,809,830.96</del>	
AMENDMENT #8 – Additional costs incurred	<del>\$2,125.23</del> <del>\$3,746,441.28</del>	<del>\$2,125.23</del> <del>\$936,610.32</del>		
AMENDMENT #13- Additional costs incurred	<del>\$99,999.04</del> <del>\$3,846,440.32</del>	<del>\$25,000.00</del> <del>\$961,610.32</del>	<del>\$2,884,830.00</del>	
<b>Rehabilitation of Flooded Properties</b> – LMI households will be assisted with repair funds			\$0	Rehabilitation [24 CFR 570.202] Nat. Obj: LMI Housing [24 CFR 570.208(a)(3)]
AMENDMENT # 7 – Monies being moved into Downtown Water and Sewer Improvements Activity, Demolition, and Affordable Senior Apartments	<del>\$5,844,339.18</del> <del>\$2,250,663.10</del> <del>\$8,095,002.28</del>	<del>\$5,844,339.18</del> <del>\$2,250,663.10</del> <del>\$8,095,002.28</del>		
AMENDMENT #9 – Funds being moved from Rental Rehabilitation into Rehabilitation of Flooded Properties. Project delivery adjusted	<del>\$6,438,905.28</del> <del>\$2,276,097.00</del> <del>\$8,715,002.28</del>	<del>\$6,438,905.28</del> <del>\$2,276,097.00</del> <del>\$8,715,002.28</del>		
AMENDMENT #10 – Project costs were lower than anticipated	<del>(\$765,453.99)</del> <del>\$7,949,548.29</del>	<del>(\$765,453.99)</del> <del>\$7,949,548.29</del>		

# City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

AMENDMENT #11 – Final Payment	<del>\$152,954.31</del> \$8,102,502.60	<del>\$152,954.31</del> \$8,102,502.60		
AMENDMENT #14 – Project costs higher than anticipated	\$620.00 \$8,103,122.60	\$620.00 \$8,103,122.60		
<b>Reconstruction of Flooded Properties</b> – LMI households will be assisted with reconstruction of their homes if not able to rehabilitate			\$0	Rehabilitation [24 CFR 570.202] Nat. Obj: Low Mod Housing [24 CFR 570.208(a)(3)]
AMENDMENT #7 – Monies being moved into Downtown Water and Sewer Improvements Activity, Demolition, and Affordable Senior Apartments	<del>\$4,236,551.32</del> <del>\$750,202.46</del> \$4,986,753.78	<del>\$4,236,551.32</del> <del>\$750,202.46</del> \$4,986,753.78		
AMENDMENT #9 – Funds being moved from Rental Rehabilitation into Reconstruction of Flooded Properties. Project delivery adjusted	<del>\$4,834,602.22</del> <del>\$762,151.56</del> \$5,596,753.78	<del>\$4,834,602.22</del> <del>\$762,151.56</del> \$5,596,753.78		
AMENDMENT #10 – Project costs were higher than anticipated	<del>\$53,465.96</del> \$5,650,219.74	<del>\$53,465.96</del> \$5,650,219.74		

# City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

AMENDMENT #11 – Project Complete	<del>(\$105,999.29)</del> \$5,544,220.45	<del>(\$105,999.29)</del> \$5,544,220.45		
AMENDMENT #14 – Project costs higher than anticipated	\$590.00 \$5,544,810.45	\$590.00 \$5,544,810.45		
<b>Rental Housing</b>				
<b>Southeast Tax Credit Rental Units</b> <b>Infrastructure –</b> Development of LMI rental units	\$6,621,201.00 <del>\$10,818.46</del> \$6,632,019.46	\$400,000.00 <del>\$10,818.46</del> \$410,818.46	\$6,621,201.00 Tax Credit Financing	Infrastructure [24-CFR 570.201(c)] Nat. Obj: Low Mod Housing [24-CFR 570.208 (a)(3)(i)(B)]
AMENDMENT #3 – Transfer funds to the Domestic Violence Shelter Activity	\$0	\$0		
REMOVED BY AMENDMENT #2 – Moved to Parking Facility <b>Infrastructure Repairs</b> <b>Downtown –</b> Repair damaged storm sewers and support affordable rental units	\$2,375,000.00	\$2,375,000.00		Infrastructure [24-CFR 570.201(c)] Nat. Obj: Low Mod Area Benefit [24-CFR 570.208 (a)(3)(i)(C)]
<b>Affordable Senior Apartments</b>	\$1,326,600.00	\$1,326,600.00	\$4,886,779.10 From developer	Public Infrastructure [24 CFR 570.201(c)] Acquisition [24 CFR 570.201(a)] Nat. Obj: LMI Housing [24 CFR 570.208(d)]

## City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

AMENDMENT #6 – Funding increase based on transfer from Acquisition for Affordable Housing Development				
AMENDMENT #7 – Project Delivery adjusted and \$982,000 is being transferred into this activity	<del>\$2,188,000.00</del> <del>\$75,208.44</del> \$2,263,208.44	<del>\$2,188,000.00</del> <del>\$75,208.44</del> \$2,263,208.44		
AMENDMENT #9 – Project delivery adjusted	<del>\$72,846.76</del> \$2,260,846.76	<del>\$72,846.76</del> \$2,260,846.76		
AMENDMENT #10 – Project costs were lower than anticipated	<del>(\$317,625.86)</del> \$6,830,000.00	<del>(\$317,625.86)</del> \$1,943,220.90		
AMENDMENT #12 – Activity and Project delivery adjusted. Project nearing completion and costs are anticipated to be lower.	<del>(\$88,687.76)</del> \$6,741,312.24	<del>(\$88,687.76)</del> \$1,854,533.14		
AMENDMENT #13- Project delivery adjusted	<del>(\$2,658.75)</del> \$6,738,653.49	<del>(\$2,658.75)</del> \$1,851,874.39		
<b>Work Force Rental Development</b>	<del>\$850,000.00</del>	<del>\$850,000.00</del>	\$6,802,453.64 From developer	Public Infrastructure [24 CFR 570.201(c)] Acquisition [24 CFR 570.201(a)] Nat. Obj: LMI Housing [24 CFR 570.208(d)]

## City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

AMENDMENT #6 – Funding increase based on transfer from Acquisition for Affordable Housing Development				
AMENDMENT #7 – Project delivery adjusted	<u>\$75,297.94</u> \$925,297.94	<u>\$75,297.94</u> \$925,297.94		
AMENDMENT #9 – Project delivery adjusted	<u>\$70,566.86</u> \$920,566.86	<u>\$70,566.86</u> \$920,566.86		
AMENDMENT #10 – Project costs were lower than anticipated	<u>(\$23,020.50)</u> \$7,700,000.00	<u>(\$23,020.50)</u> \$897,546.36		
AMENDMENT #12 – Project is nearly complete. Project Activity and Project delivery adjusted.	<u>(\$20,528.61)</u> \$7,679,471.39	<u>(\$20,528.61)</u> \$877,017.75		
AMENDMENT #13- Project delivery adjusted	<u>(\$2,000.30)</u> \$7,677,471.09	<u>(\$2,000.30)</u> \$875,017.45		
<b>New Affordable Rental Project</b>	\$16,865,000	\$115,000.00	\$16,750,000.00 From developer	Acquisition [24 CFR 570.201(a)] Nat. Obj: LMI Housing [24 CFR 570.208(d)]
AMENDMENT #11 – Project delivery adjusted	<u>\$4,000.00</u> \$16,869,000.00	<u>\$4,000.00</u> \$119,000.00		
AMENDMENT #12 – Project delivery adjusted.	<u>\$9,153.07</u> \$16,878,153.07	<u>\$9,153.07</u> \$128,153.07		
AMENDMENT #13- Project Delivery Adjusted	<u>(\$815.00)</u> \$16,877,338.07	<u>(\$815.00)</u> \$127,338.07		

## City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

<b>Small Rental Program</b>	<del>\$6,242,625.56</del>	<del>\$6,242,625.56</del>	\$0	Rehabilitation [24 CFR 570.202] Nat. Obj: LMI Housing [24 CFR 570.208(a)(3)]
AMENDMENT #6 – Funding increase based on transfer from acquisition for Affordable Housing Development				
AMENDMENT #7 – Due to the number of applications received, monies are being transferred to the Downtown Water and Sewer Improvements new activity, Demolition, and Affordable Senior Apartments	<del>\$4,853,160.34</del> <del>\$748,818.08</del> \$5,601,978.42	<del>\$4,853,160.34</del> <del>\$748,818.08</del>	\$5,601,978.42	
AMENDMENT # 8 - \$175,000 is being moved to the Relocation activity and \$50,000 is being moved to the Demolition activity	<del>\$4,692,946.50</del> <del>\$684,031.92</del> \$5,376,978.42	<del>\$4,692,946.50</del> <del>\$684,031.92</del> \$5,376,978.42		

## City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

AMENDMENT #9 – Funds being moved from Rental Rehabilitation into Rehabilitation and Reconstruction of Flooded Properties and Flood Preparedness Plan. Project delivery adjusted	<del>\$3,384,354.07</del> <del>\$664,031.92</del> <del>\$4,048,385.99</del>	<del>\$3,384,354.07</del> <del>\$664,031.92</del> <del>\$4,048,85.99</del>		
AMENDMENT #10 – Project costs were lower than anticipated	<del>(\$583,346.07)</del> <del>\$3,465,039.92</del>	<del>(\$583,346.07)</del> <del>\$3,465,039.92</del>		
AMENDMENT #12 – Final Costs were received from contractors. Activity and Project delivery adjusted.	<u>\$346,662.34</u> \$3,811,702.26	<u>\$346,662.34</u> \$3,811,702.26		
<b>Relocation</b>				
<b>Relocation Assistance for Displaced Tenants –</b> Compliance with Uniform Relocation Act requires relocation assistance for tenants displaced due to acquisition	<del>\$250,000.00</del> <del>\$20,000.00</del> <del>\$270,000.00</del>	<del>\$250,000.00</del> <del>\$20,000.00</del> <del>\$270,000.00</del>	\$0	Relocation [24 CFR 570.606) Nat. Obj: [24 CFR 570.208(d)(2)]
AMENDMENT #7 – Activity completed	\$240,251.01 <u>\$19,139.50</u> \$259,390.51	\$240,251.01 <u>\$19,139.50</u> \$259,390.51		

## City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

<b>Relocation Assistance for Displaced Tenants – SRP –</b> Compliance with the Uniform Relocation Act requires relocation assistance for tenants displaced due to rehabilitation	<del>\$160,000.00</del> <del>\$15,000.00</del> \$175,000.00	<del>\$160,000.00</del> <del>\$15,000.00</del> \$175,000.00	\$0	Relocation [24 CFR 570.606] Nat. Obj: [24 CFR 570.208(d)(2)]
AMENDMENT #10 – Project costs were lower than anticipated	<del>(\$160,000.00)</del> \$15,000.00	<del>(\$160,000.00)</del> \$15,000.00		
AMENDMENT #12 – Activity complete. No costs.	<del>(\$15,000.00)</del> \$0.00	<del>(\$15,000.00)</del> \$0.00		
<b>Project Delivery</b>				
AMENDMENT #2 – Reallocated lump sum to individual projects CDM-Smith – case management, environmental reviews, construction management, and other services necessary to implement an activity	<del>\$4,339,191.48</del> \$0.00	<del>\$4,339,191.48</del> \$0.00		Dependent upon whether project delivery is for a LMI activity or an Urgent Need activity
<b>Planning</b>				
<b>Unmet Needs Assessment</b>	\$125,000.00	\$125,000.00	\$0	Planning [24 CFR 570.205] Nat. Obj: NA
AMENDMENT #7 – Project completed	\$95,715.00	\$95,715.00		
<b>Comprehensive Landfill Master Plan</b>	\$500,000.00	\$500,000.00	\$0	Planning [24 CFR 570.205] Nat. Obj: NA

## City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

AMENDMENT #7 – Project delivery added	<del>\$337.27</del> \$500,337.27	<del>\$337.27</del> \$500,337.27		
AMENDMENT #14 – Project costs higher than anticipated	<del>\$5,183.30</del> \$505,520.57	<del>\$5,183.30</del> \$505,520.57		
<b>Water Model for City</b>	<del>\$150,000.00</del>	<del>\$150,000.00</del>	\$0	Planning [24 CFR 570.205] Nat. Obj: NA
AMENDMENT #7 – Project delivery added	<del>\$32.86</del> \$150,032.86	<del>\$32.86</del> \$150,032.86		
AMENDMENT #12 – Project complete	<del>(\$1.05)</del> \$150,031.81	<del>(\$1.05)</del> \$150,031.81		
<b>Emergency Disaster Plan</b>	<del>\$150,000.00</del>	<del>\$150,000.00</del>	\$0	Planning [24 CFR 570.205] Nat. Obj: NA
AMENDMENT #7 – Monies being transferred into the Downtown Water and Sewer Improvements activity, Demolition, and Affordable Senior Apartments	\$0	\$0		
<b>Affordable Housing</b>	<del>\$500,000.00</del>	<del>\$500,000.00</del>	\$0	Planning [24 CFR 570.205] Nat. Obj: NA
AMENDMENT #7 – Activity completed	\$376,177.50	\$376,177.50		
<b>Flood Preparedness Plan</b>	<del>\$100,000.00</del>	<del>\$100,000.00</del>		Planning [24 CFR 570.205] Nat. Obj: NA

## City of Minot CDBG Disaster Recovery Substantial Action Plan Amendment #15

AMENDMENT #9 – Monies being transferred into the Flood Preparedness Plan from Rental Rehabilitation				
AMENDMENT #14 – Project costs lower than anticipated	<u>(\$5,183.30)</u> \$94,816.70	<u>(\$5,183.30)</u> \$94,816.70		
<b>Administration</b>				
<b>City of Minot</b>	<del>\$2,517,989.68</del>	<del>\$2,517,989.68</del>	\$0	Administration [24 CFR 570.206] Nat. Obj: NA
AMENDMENT #8 – Moved \$24,000 to Project Delivery for cost of Class III studies on demos for SHPO				
AMENDMENT #10 – Program administration is being reduced	<u>(\$1,227,000.00)</u> \$1,266,989.68	<u>(\$1,227,000.00)</u> \$1,266,989.68		
<b>CDM Smith</b>	<del>\$860,808.52</del>	<del>\$860,808.52</del>	\$0	Administration [24 CFR 570.206] Nat. Obj: NA
AMENDMENT #13- Admin adjusted	<u>(\$1,533.52)</u> \$859,275.00	<u>(\$1,533.52)</u> \$859,275.00		
<b>Total</b>				
	\$221,547,778.74	\$67,575,964.00	\$153,971,814.74	

### Citizen Participation

Amendment #15 to the Action Plan will be posted on the City's websites at: [www.minotnd.org](http://www.minotnd.org) and [www.minotrecoveryinfo.com](http://www.minotrecoveryinfo.com)



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** John R. Zakian, DR Grant Program Manager & Chief Resilience Officer

**DATE:** February 16, 2018

**SUBJECT:** **Single Family Home Buildable Lots RFP**

## **I. RECOMMENDED ACTION**

Approve the recommendation of the Technical Review Committee to not accept either of the proposals received to the Resilience Neighborhood Affordable Single Family Housing RFP

## **II. DEPARTMENT CONTACT PERSONS**

John R. Zakian, DR Grant Program Manager & Chief Resilience Officer, 423-4528

## **III. DESCRIPTION**

### **A. Background**

The city issued an RFP seeking developers and/or property owners with 35 lots available for construction of Low/Moderate Income affordable single family homes in tracts with proper zoning as well as all critical infrastructure in place. Two responses were received. A Technical Review committee comprised of representatives of the Planning Department, Engineering Department, DR Grant Program Manager, CDM Smith experts, Federal Compliance Officer met and reviewed the applications to assess responsiveness to the requirements of the RFP and the viability of the proposed projects. The findings and recommendation are attached.

### **B. Proposed Project**

The RFP is a small part of the larger goal of deploying NDR grant funds in multiple projects to provide single family homes to those most affected and impacted by the flooding while promoting sustainable resilience measures. While the current focus on deploying some of the available funds will be on LMI Minot residents purchasing existing homes outside the FEMA 100 year flood plain, market conditions are being closely monitored to be prepared to reissue an RFP in a similar vein to blend single family new construction with purchases of existing homes.

## **IV. IMPACT:**

### **A. Strategic Impact:**

HUD encourages diligence in assessing responses to RFPs and has no expectation of awards having to be made as a result of the responses received. HUD is more interested and attentive to the process employed in assessing responses and the outcome of the assessment. In terms of the long term planning for deployment of the NDR funds on a timely basis, not making an award has no impact.

### **B. Service/Delivery Impact:**

Rebooting the overall approach to the deployment of NDR funds to promote resilient housing puts us in strong position to continue to not adversely affect the private marketplace but, rather, initiate investments which support the trends in the marketplace.

C. Fiscal Impact:

None

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

NA

**VII. LIST OF ATTACHMENTS**

Report of the Technical Review Committee.



## City of Minot National Disaster Resilience

### Technical Review Committee

#### Resilience Neighborhood Affordable Single Family Housing Program Request for Proposal Review

The City of Minot Office of the City Clerk received two project proposal in response to the RFP by the closing date. One proposal was received for the Prairie Pointe Subdivision offered by Skyport Developers, LLC. The second proposal was received for Ramstad Heights offered by Silverleaf Capital Group.

In accordance with the review process outlined in the “Residential Lots for the Resilient Neighborhood Affordable Single Family Housing Program RFP”, the City of Minot NDR Technical Review Committee met on January 16, 2018 to discuss the two submittals received by the City of Minot in response to the above referenced RFP. The review committee evaluated each of the proposals received for completeness and reviewed the submittals based on the evaluation criteria included in the RFP. The review committee requested additional guidance from the City’s Engineer and from the City Planning Department staff prior to the meeting.

The review committee appreciated the level of effort made in both proposals, a significant volume of information was provided.

After careful review of the materials submitted in the two proposals received, the City NDR Technical Review Committee recommended that both proposals be rejected based on the following:

- 1) Prior to the review committee meeting, the City Engineering and Planning staff were asked to review the public utilities that had previously been installed to serve the 35 lots offered in each of the sites submitted in the 2 responses to the RFP. The RFP states, “The lots to be offered must have all necessary public utilities (water, wastewater, natural gas, and electric) currently installed to the property line of each of the lots being offered.” As a result of the reviews, it was determined that all the necessary public utilities were not completed and additional utility construction was required to serve the single family lots offered in each of the proposals.
- 2) The evaluation criteria included in the RFP stated the best offer price for purchase of the proposed property would be determined based on: average of the actual offer price to purchase each lot; the acreage of the residential lots included in the proposal; the

availability of public utilities to each of the lots; and lot access to a public street. The Ramstad Heights proposal offered a lower wholesale price on the lots that did not include approved or pending special assessment as required in the RFP and 23% of the lots included in this proposal were smaller than the minimum allowable lot size. The Prairie Pointe proposal offered higher priced lots. Both proposals lacked all of the required public utilities and some of the streets in the proposed subdivision were not completed. The committee was not able to find the required surety document to the city in the Ramstad heights proposal that would cover the full cost of completing the streets if construction was not completed within the schedule included in a final agreement for the project. The committee concluded neither proposal provided the lowest and best offer price for the purchase of the lots.

- 3) The RFP states “the lots must have the proper residential zoning in place”. Information provided in each of the proposals indicates that the current zoning for both properties is R4, which is not the proper residential zoning for this type of single family development according to the Minot Planning Department. Both proposals submitted proposed to change the zoning on the property included in the RFP response to R1S and have been in various stages of the process to seek the change, therefore the proper zoning was not in place when the proposals were submitted.
- 4) In one of the proposals there was no information provided to address hazardous materials on the site.
- 5) The Ramstad Heights proposal provided a map with two notes, one stating “all wetlands within the site have been mucked and filled” there was no signed engineering document as required in the RFP. A letter from the regional ACEC dated Aug. 6, 2011 lacked a copy of the map referenced in the letter that would have enabled reviewers to determine if the 38 wetlands reference in the letter were on the property submitted in the proposal or on other adjoining property owned by the same owner.

The City NDR Technical Committee recommended reissuing the RFP taking into account current housing market data that members of the committee monitor regularly.



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** John R. Zakian, DR Grant Program Manager & Chief Resilience Officer

**DATE:** February 16, 2018

**SUBJECT: NEIGHBOR NEXT DOOR LOT SALE**

## **I. RECOMMENDED ACTION**

Authorize offer for sale for \$2,400 to contiguous property owners cleared properties listed on attached resolution

## **II. DEPARTMENT CONTACT PERSONS**

John R. Zakian, DR Program Manager & Chief Resilience Officer, 423-4528

## **III. DESCRIPTION**

### **A. Background**

Chapter 40-11-04 of the Century Code sets forth that when a property to be disposed is estimated by the governing body of the municipality to be of a value less than two thousand five hundred dollars then the property may be sold at private sale upon the proper resolution of the governing body. The city through various non-federal funding sources has acquired properties which were flood impacted in the flood inundation zone but not in the flood mitigation buyout areas. These properties have been cleared and are now vacant properties for which when funding was secured it was contemplated that there would be no use connected to the flood control projects including flood walls, levees, or flood retention areas. For many of these properties the city envisioned several years ago partnering with non-profit entities such as a Land Trust to convey the properties to them for the construction of single family homes for low/moderate income homeowners. Because of the evolving designs for the flood control projects, some of these acquired properties now fall within or bump up against the boundaries of the flood mitigation measures. The reality for the remaining lots is that these lots are within the FEMA 100-year flood zone which means if homes are constructed, there will be the requirement to carry flood insurance and, depending on sources of funding for construction, will be required to be elevated. Such requirements result in these lots being questionably feasible for construction of single family homes at price points affordable for low/moderate income homeowners. In consultation with the City Assessor, were these lots to be offered to neighbors with a covenant to the deed barring construction and requiring it to be maintained in some form of acceptable green space then the True and Full Value for assessment of these lots drops to below \$2,500. Sale of these lots to contiguous neighbors will remove these parcels from city liability and maintenance responsibility and, since these parcels are in the FEMA 100- year flood plain, preserving them as parcels without structures contributes to mitigation measures. Lots not sold through this effort will be explored for optional use, or if necessary retained for the flood mitigation measures. Properties that were acquired by the various state and local sources but which have been subsequently identified as being within or abutting the flood mitigation measures are:

- 619 Forest Road
- 704 2<sup>nd</sup> Avenue NE
- 510 1<sup>st</sup> Avenue NW
- 111 15<sup>th</sup> Street SE
- 1521 3<sup>rd</sup> Avenue SE
- 1728 Burdick Expressway E

A map accompanies this memorandum which provides an overview of the scattered locations of these lots to have a clear perspective on the range and scope of this initiative.

**B. Proposed Project**

With City Council's approval of the resolution with the identified parcels, offers will be sent to the property owners of record with property which border the parcels. Prior to offers being sent to these properties, there will be additional conferring with Public Works and Engineering to ascertain if additional lots should be held back in case needed for the flood mitigation measures. Any such lots identified by Public Works and/or Engineering will also be held back. If all contiguous property owners seek to accept the purchase offer, then the plan will be to equally divide the parcel and split the sale price of \$2,400. It will be made clear in the offer letter that there will be a covenant attached to the deed permanently to assure no structures can be built.

**IV. IMPACT:**

**A. Strategic Impact:**

This initiative will remove uncertainty within these neighborhoods as well as with the contiguous property owners as to the future use of these parcels. It also offers an opportunity to assure the stability and maintenance of these properties in a manner promoting sustainable neighborhoods.

**B. Service/Delivery Impact:**

Sale of these properties will result in the city no longer having responsibility for maintenance.

**C. Fiscal Impact:**

Sale of these properties ends city liability connected with current liability. Depending on the source of funds used to acquire the properties, revenue generate from sales may have to revert to the funding source or may be able to be retained by the city for its use.

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

NA

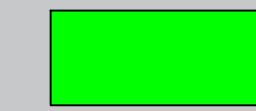
**VII. LIST OF ATTACHMENTS**

- i. Resolution with list of properties to be offered for sale.
- ii. Overlay map showing properties' locations

Resolved, pursuant to Chapter 40-11-04 of the North Dakota Century Code, the properties listed here below conditioned on the offer for private sale with a perpetual deed restriction barring any structure from being built on the land is deemed to have a value less than \$2,500 and shall be offered for sale at the price of \$2,400 to the property owners contiguous to each parcel further providing that should more than one contiguous owner want to purchase then the parcel shall be equally divided as shall the purchase price for the parcel and further providing that prior to offer for private sale the Public Works and Engineering departments shall be consulted to determine if any of these properties are needed to be held back from sale for possible use with flood mitigation and control improvement measures:

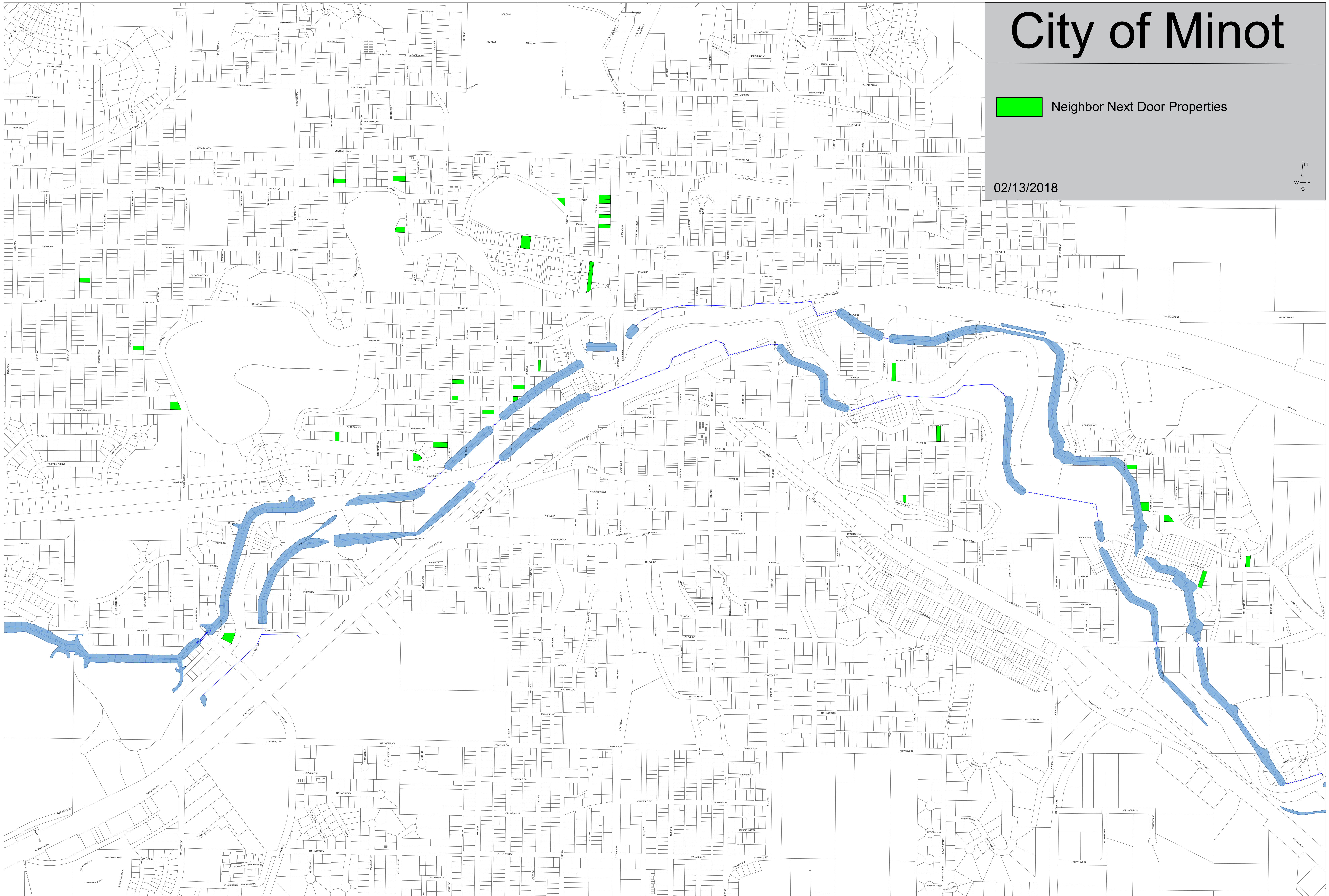
17 6th St. NW	ND Housing & Finance Agency Grant
1612 3rd Ave. SE	ND Housing & Finance Agency Grant
428 2nd Ave NW	ND Housing & Finance Agency Grant
115 5th St. NW	ND Housing & Finance Agency Grant
400 Lincoln Ave	ND Housing & Finance Agency Grant
708 1st Ave NW	ND Housing & Finance Agency Grant
117 7th St NW	ND Housing & Finance Agency Grant
5 16th St NW	ND Housing & Finance Agency Grant
416 20th St NW	ND Housing & Finance Agency Grant
705 Riverside Dr	ND Housing & Finance Agency Grant
202 18th St NW	ND Housing & Finance Agency Grant
710 9th St NW	ND Housing & Finance Agency Grant
815 1st Ave SW	ND Housing & Finance Agency Grant
12 8th St SW	ND Housing & Finance Agency Grant
1901 Burdick Expy E(dead loop access)	ND Rebuild & Retain Grant
815 1st Ave SE	ND Rebuild & Retain Grant
708 11th St NW	ND Rebuild & Retain Grant
513 9th St NW	ND Rebuild & Retain Grant
1039 West Central Ave	ND Rebuild & Retain Grant
434 5th Ave NW	ND Rebuild & Retain Grant
530 3rd St NW	ND State Land Trust Grant, Sales Tax - Improvements
700 3rd St NW	ND State Land Trust Grant, Sales Tax - Improvements
301 5th Ave NW	ND State Land Trust Grant, Sales Tax - Improvements
301.5 5th Ave NW	ND State Land Trust Grant, Sales Tax - Improvements
702 3rd St NW	ND State Land Trust Grant, Sales Tax - Improvements
604 3rd St NW	ND State Land Trust Grant, Sales Tax - Improvements

# City of Minot



Neighbor Next Door Properties

02/13/2018





**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Alderman Wolsky

**DATE:** February 20, 2018

**SUBJECT:** Main Street Summit Discussion

**I. RECOMMENDED ACTION**

*Council discuss the Governor's Main Street Summit and identify potential next steps.*

**II. DEPARTMENT CONTACT PERSONS**

*This is a Council issue, there are no department contact persons.*

**III. DESCRIPTION**

A. Background

*February 12 & 13, Mayor Barney, Alderman Sipma, Alderman Straight, Alderman Wolsky, City Manager Barry, Principle Planner Lance Lange, as well as many other from the Minot community attended the Governor's Main Street Summit in Bismarck.*

**IV. IMPACT:**

A. Strategic Impact:

*This is a discussion of the City's strategic mission and vision regarding downtown Minot.*

B. Service/Delivery Impact:

*This is a discussion item. There is no service/delivery impact.*

C. Fiscal Impact:

*This is a discussion item. There is no service/delivery impact.*

**V. ALTERNATIVES**

*We could choose not to discuss this item.*

**VI. TIME CONSTRAINTS**

*The Main Street Summit takeaways and energy are still fresh.*

**VII. LIST OF ATTACHMENTS**

*There are no attachments.*



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Alderman Wolsky

**DATE:** February 20, 2018

**SUBJECT: DISCUSSION OF STUDENT REPRESENTATION/PARTICIPATION AT COUNCIL**

**I. RECOMMENDED ACTION**

*Council discuss inviting student representation/participation at City Council.*

**II. DEPARTMENT CONTACT PERSONS**

*This is a Council issue, there are no department contact persons.*

**III. DESCRIPTION**

A. Background

*At the recently concluded Governor's Main Street Summit, engaging young people was noted as an important step in developing place, workforce, and quality of life.*

**IV. IMPACT:**

A. Strategic Impact:

*This is a discussion of the City's strategic mission and vision regarding community engagement.*

B. Service/Delivery Impact:

*This is a discussion item. There is no service/delivery impact.*

C. Fiscal Impact:

*This is a discussion item, but a request has been placed with the Finance Department to determine what, if any, fiscal impact would be of inviting larger student representation/participation at City Council.*

**V. ALTERNATIVES**

*We could choose not to discuss this item.*

**VI. TIME CONSTRAINTS**

*There are no time constraints.*

**VII. LIST OF ATTACHMENTS**

*There are no attachments.*

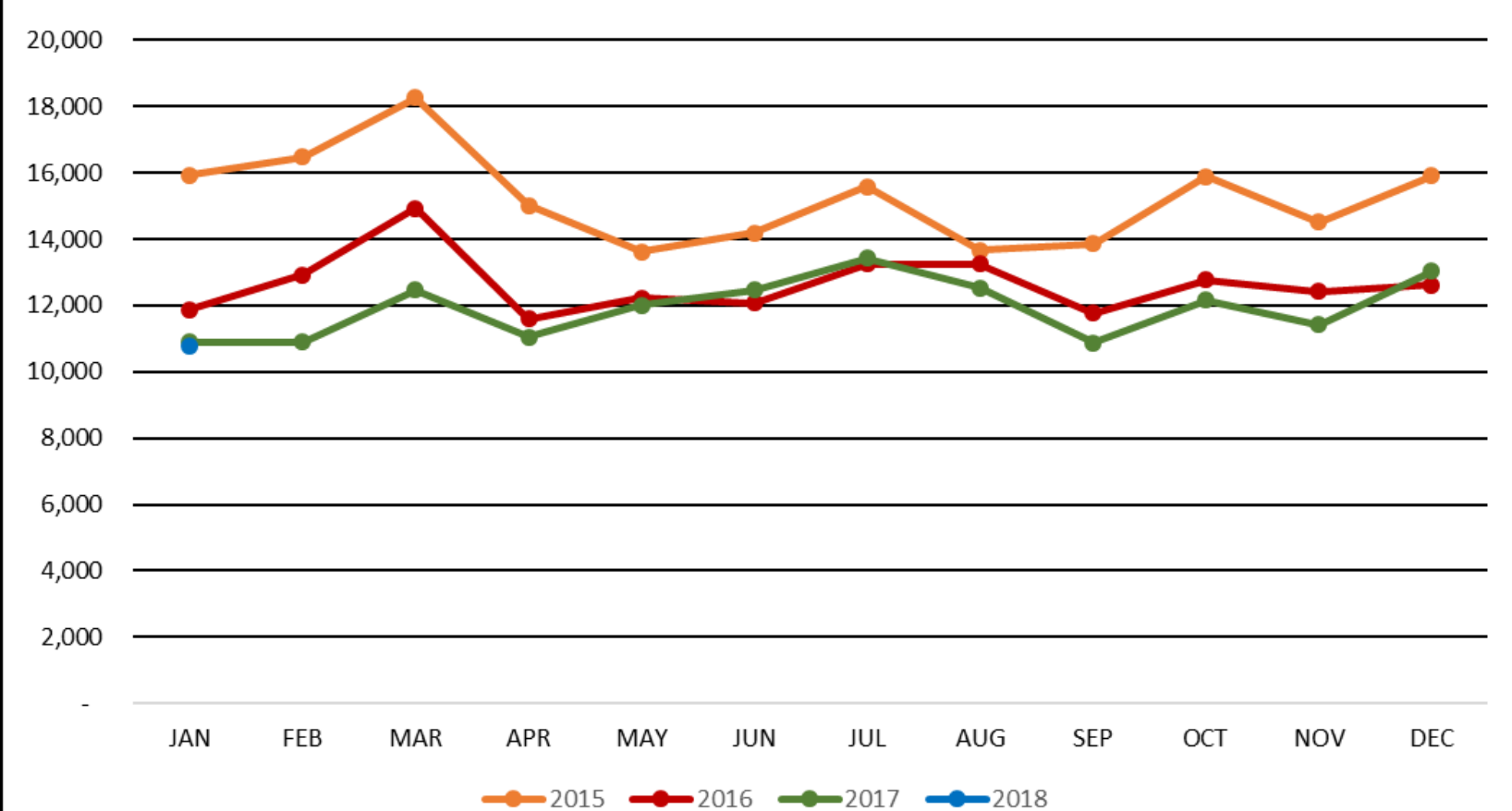
# MINOT (MOT) AIRPORT COMMITTEE

Airport Director's Report  
27 February 2018



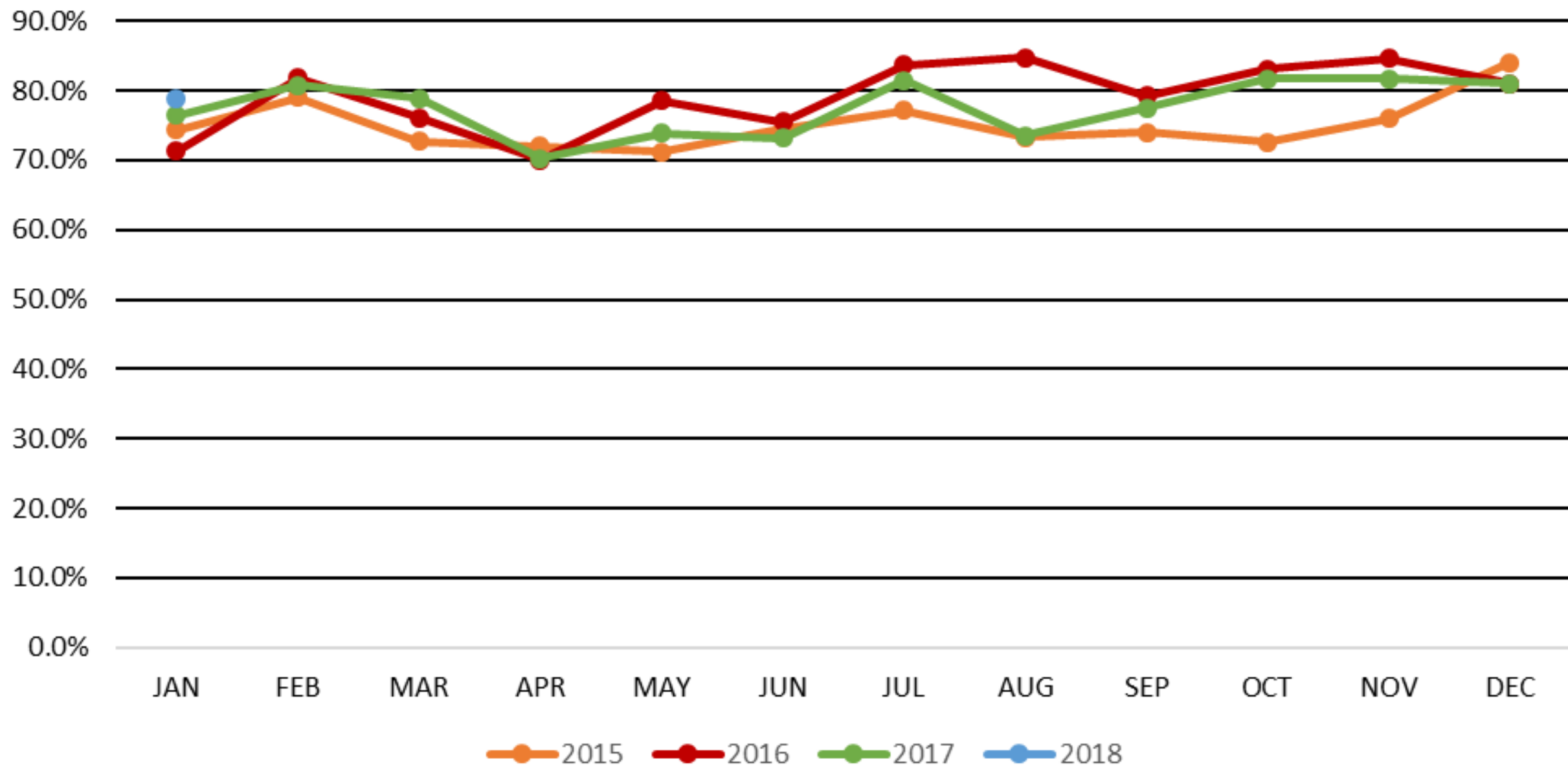
# ENPLANEMENTS

## Revenue Enplaned Passengers



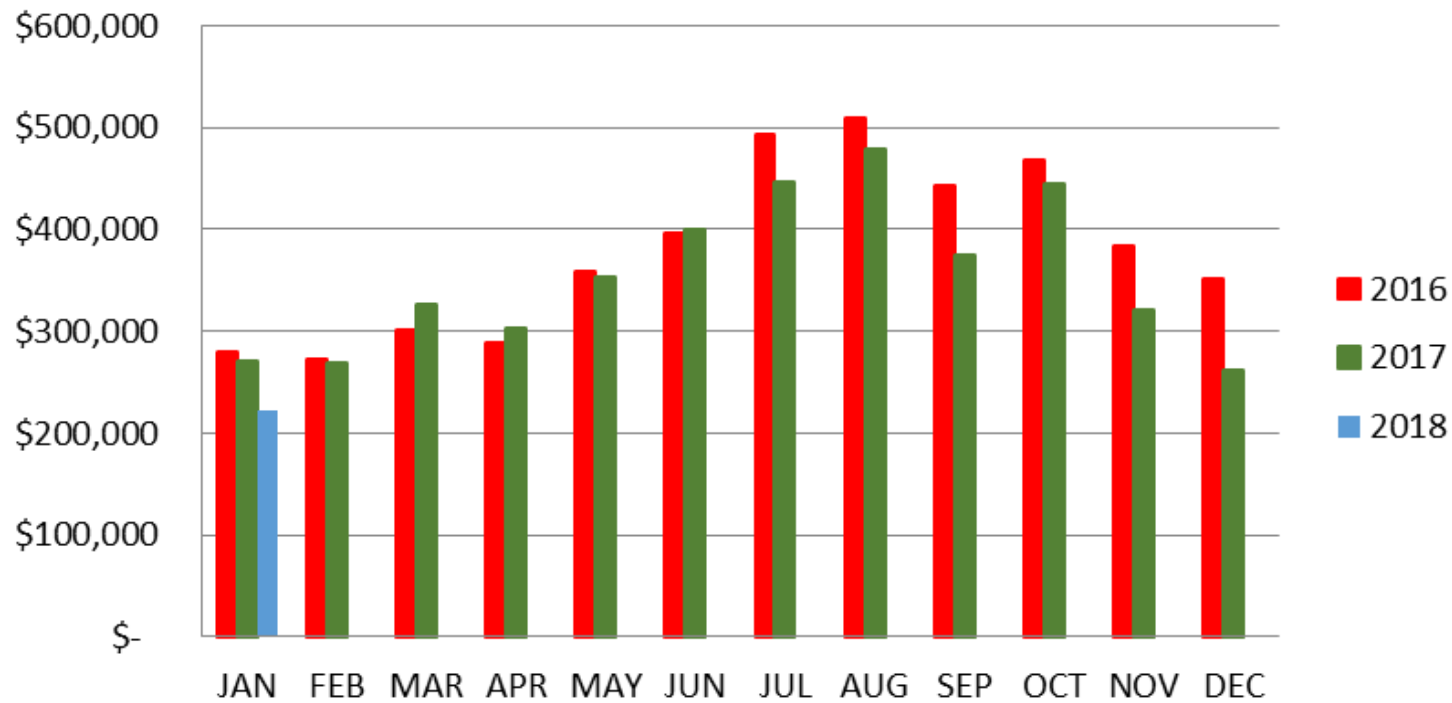
DEPARTURES					
DEPARTING TO	AIRLINE	FLT	TIME	GATE	REMARK
Minneapolis	DELTA	3889	11:01 AM	5	On Time
Houston	UNITED	2301	12:00 PM	3	On Time
Phoenix-Mesa	allegiant	181	1:00 PM	2	On Time
Denver	UNITED	5185	1:20 PM	3	On Time
Minneapolis	DELTA	4440	1:21 PM	5	On Time
Minneapolis	DELTA	4439	5:15 PM	5	On Time
Minneapolis	DELTA	3551	7:35 PM	5	On Time
Las Vegas	allegiant	447	7:50 PM	2	On Time

# Monthly Load Factor (%)

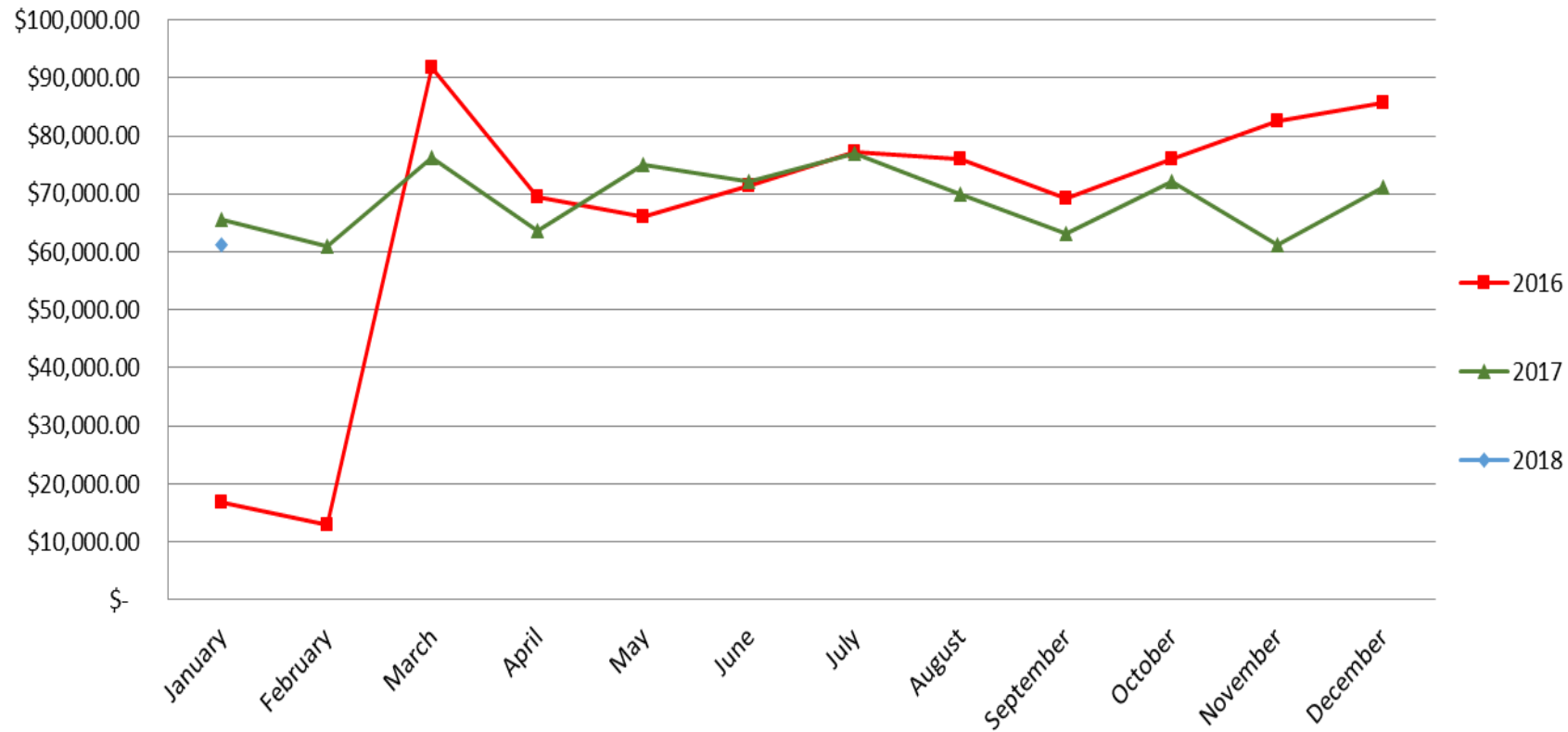


# RENTAL CAR ACTIVITY

## Car Rental

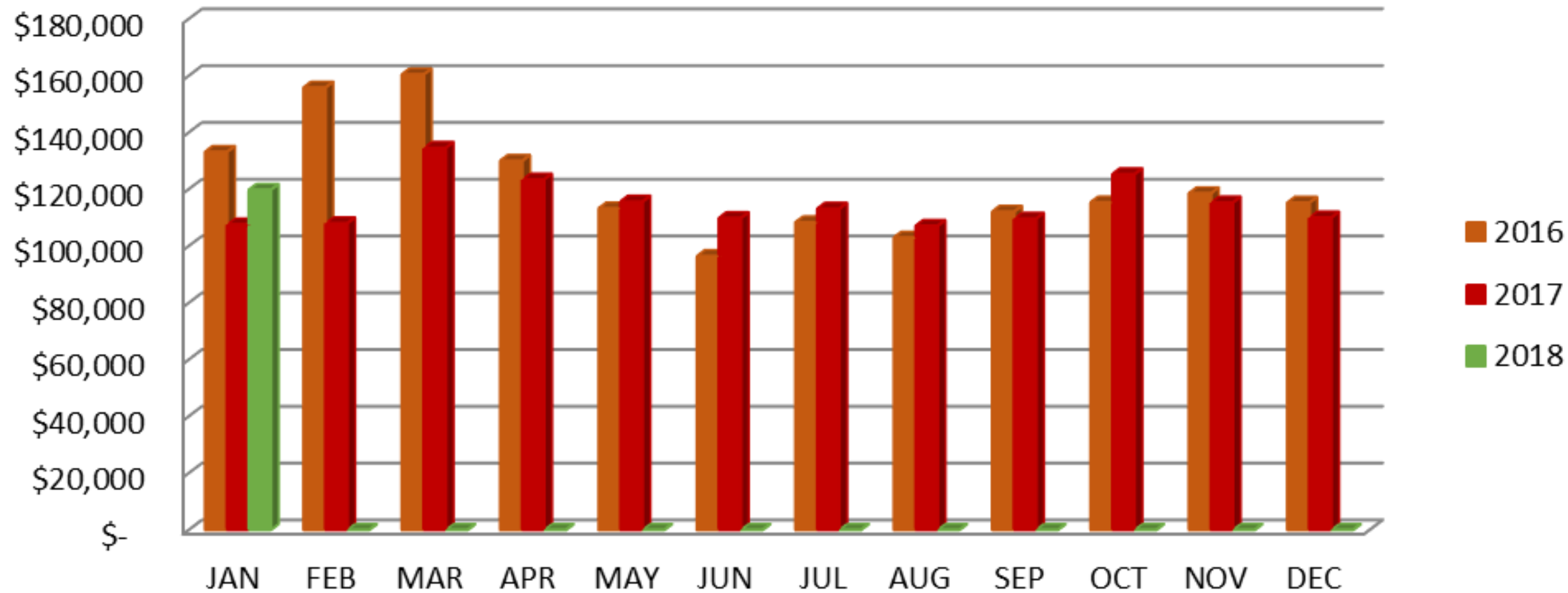


## Gross Sales



# CONCESSION ACTIVITY

## Parking Revenue



QUESTIONS?

