

CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4

Meeting Date: February 10, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: February 17, 2015

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

Originating Department: Engineering

Action Requested: Accept an amendment for professional design and construction services on the Country Club Drive Lift Station Project – City Project No.1510

Recommended Action: Approve Amendment No. 1 to the Consultant Service Contract with Bolton & Menk, Inc.; City Project No. 1510.

Background/Summary: The City Council entered into agreement with Bolton & Menk, Inc. on April 22, 2014 for the Country Club Drive Lift Station Project. This amendment includes additional compensation for the design of a block control structure, providing construction survey staking, and performing construction material testing. The amendment is based on the following:

1. Review of the lift station control housing determined a block control structure will best suite City needs based on:
 - providing a longer design life: 30 vs. 50 year
 - reducing operation & maintenance costs
 - City Staff providing electrical construction services for an estimated savings of \$23,500
 - abutting residents preferring block building due to it conforming to neighborhood setting
2. City Staff availability is limited to provide construction survey staking in addition to other city projects during the construction season of this project.
3. It is in the best interest of the City that construction materials testing be completed independently of the construction contract.

These findings are the basis of the recommended action.

- Alternatives: Do not accept amendment and have:
1. Control housing as a control panel.
 2. Construction staking completed by contractor.
 3. Material testing completed by contractor.

Financial Considerations: The amendment increases the Consultant Service Contract amount by \$31,230. The costs associated with Amendment No. 1 will be borne by the Sanitary Sewer Enterprise Fund.

Preparer: Jared Voge, P.E., Project Manager

Signature:

Comments:

**AMENDMENT NO. 1
CONSULTANT SERVICE CONTRACT
COUNTRY CLUB DRIVE LIFT STATION
CITY OF WILLMAR, MINNESOTA**

WHEREAS, City of Willmar (hereinafter referred to as "OWNER"), and Bolton & Menk, Inc. (hereinafter referred to as "CONSULTANT") entered into an agreement on April 22, 2014 for engineering and other professional services (hereinafter referred to as "Consultant Service Contract").

AND, WHEREAS, the OWNER requires additional engineering services for the project due to the owners' request for a scope of services change to include a control building rather than a control panel at the lift station site, together with construction phase services including construction staking and material testing.

NOW, THEREFORE, the OWNER and CONSULTANT, for the consideration hereinafter named, agree to this Amendment No. 1 of the Consultant Service Contract as follows:

1. Amendment No. 1 is subject to the provisions of the Consultant Service Contract except as specifically modified herein.
2. Section I – A. Scope of Services per Exhibit 1 is hereby revised to add the additional services as follows:
 - a. The OWNER authorizes the CONSULTANT perform such additional services as necessary to complete the project design and construction documents through the bidding phase of the work and to make such changes and revisions necessary to the contract documents for the construction of a free standing block building to house the instrumentation and control hardware of the lift station facility.
 - b. The OWNER authorizes CONSULTANT to provide construction staking and to furnish necessary equipment and supplies to establish grade and line stakes for contractor's guidance in construction of the project and in accordance with requirements of the contract documents. Construction surveying services are generally assumed to include the following:
 1. Staking of right-of-way limits and approximate construction limits.
 2. Staking of watermain, sanitary and storm sewer structures and centerline offsets at approximate 50 foot intervals.
 3. Establishment of grading control lines, curb offset lines, and edge of pavements lines, at 50 foot spacing.
 4. "Bluetop" finish grade stakes at top of finished base prior to placement of bituminous surfacing.
 6. Such miscellaneous staking as may be necessary for control of the construction, quantity control, measurements, and completion of the improvements.
 - c. The OWNER authorizes CONSULTANT to coordinate and perform on-site testing activities during the construction of the project. The actual testing will be performed by an independent testing consultant. Tests will be performed to evaluate the contractor's conformance to the contract specifications.

3. Section III – A. Fees per Exhibit 3 is hereby revised to include compensation per the revised scope of services as follows:
- a. The CONSULTANT shall provide design services to the OWNER for the construction of a free standing block building per the additional services contained herein on an hourly basis in accordance with the provisions of the Consultant Service Contract at an estimated cost of \$19,690.
 - b. Construction staking services shall be provided by the CONSULTANT on an hourly basis in accordance with the provisions of the Consultant Service Contract and on file with the OWNER. Based upon anticipated scope of staking, as summarized herein, the estimated cost of construction staking is \$4,205.
 - c. The CONSULTANT shall provide construction materials testing for the project per the project specifications to the OWNER at an estimated cost of \$7,335.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their behalf.

OWNER – City of Willmar

CONSULTANT - Bolton & Menk, Inc.

By: _____

By: _____

Printed Name: Charlene Stevens

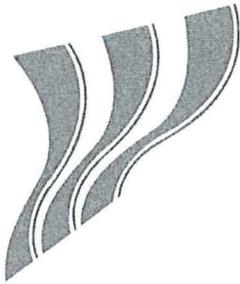
Printed Name: Jared Voge, P.E.

Title: City Administrator

Title: Principal

Date: _____

Date: _____



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 5

Meeting Date: February 10, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: February 17, 2015

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

Originating Department: Engineering

Agenda Item: Project No. 1501-B Engineering Services Agreement

Recommended Action: Approve the estimated fees associated with the design, materials testing, and construction services provided by Bolton & Menk, Inc. and enter into a Consultant Service Contract for Project No. 1501-B.

Background/Summary: The 2015 Improvements Project No. 1501-B consists of the reconstruction of 9th Street NW between Ella Avenue NW and Park Avenue NW, Park Avenue NW between 7th Street NW and 10th Street NW, and 10th Street NW between Park Avenue NW and approximately 200 feet north of Woodland Avenue NW. The estimated fee schedule for design, construction services and testing totals \$239,000.00.

Alternatives: To complete construction services in house.

Financial Considerations: The budget for the project includes sufficient funds to approve and award the contract to Bolton & Menk, Inc.

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

Signature: 

Comments:



BOLTON & MENK, INC.[®]

Consulting Engineers & Surveyors

2040 Highway 12 East • Willmar, MN 56201-5818

Phone (320) 231-3956 • Fax (320) 231-9710

www.bolton-menk.com

January 27, 2015

Mr. Sean Christensen, Public Works Director/City Engineer
City of Willmar
P.O. Box 755
Willmar, MN 56201

RE: 2015 Improvements
City of Willmar, Minnesota

Dear Sean:

Please find listed below the estimated fees associated with the design, materials testing, and construction services for the 2015 Improvement Project. The 2015 Improvements consist of the reconstruction of 9th Street NW between Ella Avenue NW and Park Avenue NW, Park Avenue NW between 7th Street NW and 10th Street NW, and 10th Street NW between Park Avenue NW and approximately two hundred (200) feet north of Woodland Avenue NW. The streets identified for reconstruction above were previously included in the 2014 Improvements at the preliminary design phase however, due to budget constraints, were removed from the project scope. The estimated construction cost associated with the improvements, based on bid prices received for City of Willmar projects in 2014, is \$1,130,000.00.

2015 Improvements

City Project No. 1501-B

Estimated Construction Cost -	\$1,130,000.00
Total Estimated Design Fees -	\$119,000.00
Estimated Construction Services Fees-	\$100,000.00
Estimated Testing Cost -	\$20,000.00
Estimated Project Cost -	\$1,369,000.00

Design Services associated with the project include the preparation of plans and specifications, cost estimates, advertisement for bids (not publishing costs), preparation of a bid tabulation, and the preparation of contract documents for execution by the contractor and City of Willmar. Topography was acquired previously when the improvements were originally included as part of the 2014 Improvement project. The estimated fees associated with the project design are \$119,000. I have also estimated the permit fees required for the project to be approximately \$600. The permit fees have not been included in the estimates above.

I have estimated the fees associated with Construction Services to be \$100,000.00. Construction Services consist of construction observation from the project pre-construction meeting through construction and the completion of record drawings. In addition, construction staking for grading and utility installation has also been included in the fee estimate. Project management tasks have also been included in the estimated Construction Services fee above. These tasks include the preparation of payment requests, attendance at City Council and Public Works/Safety Committee meetings when the project is on the agenda, providing asset management information, and maintenance and distribution of hard copy and

DESIGNING FOR A BETTER TOMORROW

Bolton & Menk is an equal opportunity employer.

electronic files to the City. Finally, estimated construction materials testing costs have also been identified above and are proposed to be completed by a sub-consultant similar to the 2014 Improvements Project.

We proposed to bill the City of Willmar on an hourly basis according to the fee schedule included in the original agreement since the engineering services described above will be an amendment to the Agreement currently in-place. By doing so, the City will only be charged for time spent on the project rather than a lump sum amount.

If you have any questions, please call. Thank you.

Sincerely,

BOLTON & MENK, INC.

A handwritten signature in blue ink, appearing to read 'J. Voge', with a stylized flourish extending to the right.

Jared Voge, P.E.
Principal Engineer

JV/kg

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2014.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: January 27, 2015

Background Data

Effective Date of Owner-Engineer Agreement: July 21, 2015

Owner: City of Willmar, MN

Engineer: Bolton & Menk, Inc.

Project: 2014 Improvements

Nature of Amendment:

 X Additional Services to be performed by Engineer

Description of Modifications:

See attached letter dated January 27, 2015.

Agreement Summary:

Original agreement amount:	\$ <u> 922,000 </u>
Net change for prior amendments:	\$ <u> </u>
This amendment amount:	\$ <u> 239,000 </u>
Adjusted Agreement amount:	\$ <u> 1,161,000 </u>

Change in time for services (days or date, as applicable): N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

City of Willmar

By:

Print

name:

Title:

Date Signed:

ENGINEER:

Bolton & Menk, Inc.

By:

Print

name:

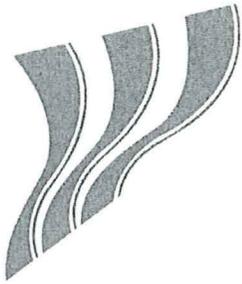
Title:

Date Signed:

Jared Voge

Principal Engineer

1/27/15



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 6

Meeting Date: February 10, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: February 17, 2015

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

Originating Department: Public Works

Agenda Item: Public Works Garage Doors Replacement

Recommended Action: Approve the purchase and replacement of the Public Works Garage Doors by Excel Overhead Door.

Background/Summary: Staff has requested the purchase and replacement of the Public Works Garage Doors. Quotes were solicited for three garage doors, two openers, and the removal and disposal of the old doors. Quotes were received from American Door Works in the amount of \$14,807.07 and from Excel Overhead Door in the amount of \$12,400.00.

Alternatives: Replace the garage doors at a later date.

Financial Considerations: The 2015 Capital Outlay Program has included \$17,000.00 for the Public Works Facility garage doors.

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

Signature:

Comments:



WILLMAR

PUBLIC WORKS

DIRECTOR/CITY ENGINEER
City Office Building
Box 755 320-235-4202
STREET/PARK SUPERINTENDENT
801 W. Hwy. 40 320-235-3827
WASTEWATER TREATMENT
3000 75th St. SW 320-235-4760
Willmar, Minnesota 56201
Fax 320-235-4917
www.ci.willmar.mn.us

Memorandum

TO: Charlene Stevens, City Administrator

FROM: Sean Christensen, Public Works Director *SC*

DATE: January 26th 2015

RE: Purchase and Replacement of Public Works Garage Doors

Staff is in the process of proceeding with the purchase and replacement of three (3) garage doors and two (2) openers at the Public Works Garage in accordance with the 2015 Capital Outlay Program.

I am requesting approval to replace three (3) garage doors and two (2) openers at the Public Works Garage. Please be advised that the 2015 Capital Outlay Program has included \$ 17,000.00, for replacement of garage doors and openers. The garage doors and openers would be purchased and installed by Excel Overhead Door Company for \$12,400.00.

Please let me know if you concur with this submittal.

Approval _____

gm



Excel Overhead Door

514 Pacific Ave SW PO Box 3107
 Willmar, MN 56201
 Phone (320) 235-2971 Fax (320) 235-8827

Proposal

Customer

Name City of Willmar
 Address 333 6th St SW
 City Willmar State MN ZIP 56201
 Phone 320-235-3827 Email gmanzer@willmar.com

Date 1/6/2015
 Contact Gary Manzer
 Job Name Maintenance Shop
 Location 801 Industrial Drive

Qty	Description	Unit Price	Extension
3	16'2" x 14' CHI model 3216 super-insulated 2" woodgrain steel sandwich flush door. 3" HD rev angle track/rollers STD radius (4)24x12 insulated lites and perimeter weatherstrip. 50k cycle springs		
	Material Cost	\$ 2,300.00	\$ 6,900.00
	Installed	\$ 850.00	\$ 2,550.00
2	LiftMaster model T-7511 3/4hp commercial Heavy duty Trolley operator w/ open/close/stop wall station and photo eyes. Includes solenoid brake,		
	Material Cost	\$ 675.00	\$ 1,350.00
	Installed	\$ 200.00	\$ 400.00
	Pricing includes remove/haul of existing		
40	893LM 3- button remotes	\$ 30.00	\$ 1,200.00

Subtotal	\$ 12,400.00
Taxes	
Total	\$ 12,400.00

Terms & Conditions

Electrical wiring is not included. Preparation of opening is not included. All obstructions shall be removed by others. Proposal is based on working off of concrete floor. Price good for 30 days from date of proposal.

Authorization to Proceed

This Proposal is accepted per the above terms:

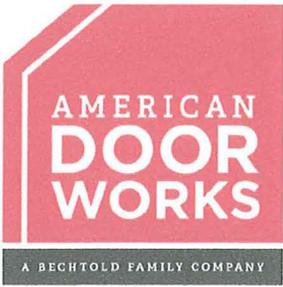
 Signature of Customer

 Signature of Josh Fladeboe
 Signature of Excel Overhead Door

 Date

PROPOSAL

Customer Number: WIL030
Quote Number: 0029855



AMERICANDOORWORKS.COM

1301 EAST HWY 12 / WILLMAR, MN 56201 P: 320.235.7688 F: 320.235.7686
MN Contractor License #BC001005

Willmar, City of City Offices Building PO Box 755 Willmar, MN 56201 Phone: (320) 235-1251	Ship To: Public Works - Gary Willmar, MN 56201	Date: 1/5/2015	Expiration Date: 2/19/2015
		Terms: Net 30 Days	
		Job Name: Public Works - Gary	
		Location: Willmar	
		Sales Person: John Hodapp	

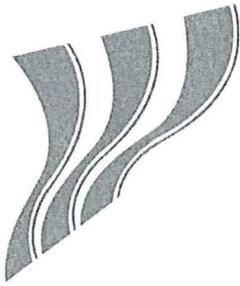
	Ordered	Price	Amount
16'-2" x 14'-0" 714 white	3.00		
1 3/4" flush, R-16.3, 3" HD track			
4 - 24 x 12 insulated lites @, 25K springs			
LM T5011L4 14'	2.00		
1/2HP HD operator w/ photo eyes			
24" Commerical Opener Plate	3.00		
LM 3 Chnl Univ Receiver 850LM	2.00		
LM 892LT 2 button learning rem	40.00		
White Vinyl Stop Moulding	132.00		
Installation Labor	1.00		
\$14,807.07 remove and haul (3) doors,install (3) new doors, install (2) new operators			

- Conditions based on Willmar Overhead Door installation:
- Opening preparation & electrical wiring by others.
 - Based on working off of concrete floors & opening clear of any obstructions.

Net Order: 14,807.07
Sales Tax: INCLUDED
Order Total: 14,807.07

Acceptance of Proposal: Date: _____

Signature: _____



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 7

Meeting Date: February 10, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: February 17, 2015

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

Originating Department: Public Works

Agenda Item: Request to Purchase/Replace Sand Pro.

Recommended Action: Approve the purchase/replacement of the 2005 Toro Sand Pro with a 2015 Jacobsen Groom Master.

Background/Summary: The total cost for the above equipment amounts to \$23,026.00 through the City of Willmar's membership in the National Joint Powers Alliance through Turfwerks in Eagan. The unit has 1,042 hours and has visible signs of wear and tear. The Public Works Department uses this equipment for field preparation at all softball and baseball games.

Alternatives: Keep the current Sand Pro.

Financial Considerations: The 2015 Capital Outlay Program has included \$30,000.00 for the purchase and replacement of the Sand Pro. The current unit will be sold on the City auction.

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

Signature:

Comments: Vehicle/Equipment Replacement Policy objective is to reduce annual maintenance and replacement costs of all City equipment. These objectives will be met through the systematic maintenance, upgrade, and/or replacement of equipment.



WILLMAR



PUBLIC WORKS

DIRECTOR/CITY ENGINEER
City Office Building
Box 755 320-235-4202
STREET/PARK SUPERINTENDENT
801 W. Hwy. 40 320-235-3827
WASTEWATER TREATMENT
3000 75th St. SW 320-235-4760
Willmar, Minnesota 56201
Fax 320-235-4917
www.ci.willmar.mn.us

Memorandum

TO: Charlene Stevens, City Administrator
FROM: Sean Christensen, Public Works Director
DATE: January 27, 2015
RE: Purchase of Sand Pro

Staff is in the process of proceeding with the purchase and replacement of a Toro Sand Pro in accordance with the 2015 Capital Outlay Program.

I am requesting approval to replace Unit # 050291 a 2005 Sand Pro. Please be advised that the 2015 Capital Outlay Program has included \$30,000.00 for the replacement of the Sand Pro. A Jacobsen Groom Master would be purchase from Turfwerk for \$23,026.00 through the City of Willmar membership in National Joint Powers Alliance. Please note that the Public Works Department uses this equipment for field preparation at all softball and baseball games.

Please note that Unit # 050291 would be sold on the City auction at first chance.

Please let me know if you concur with this submittal.

sl

Approved.





Groom Master® II

Sand Rakes



Groom Master® II gas shown with front blade, cultivator and rear rake/rakes

The Groom Master® II by Jacobsen® is a versatile and powerful machine for projects requiring a smooth finish and maneuverability. The hydrostatic drive delivers superior pulling and pushing power to put the final touches on a golf course bunker, new-course construction or baseball infield.

- **Parallel-Series 3WD traction system** provides grip in deep and damp working conditions ensuring a wheel will keep footing and maintain productivity.
- **Strong and reliable powertrain** consisting of 18 hp (13.4 kW) Gas or 16.6 hp (12.4 kW) Diesel engine and full-time hydrostatic drive has plenty of power to push sand up a slope or pull a large mat.
- **Maneuverable power steering** for responsive and easy steering within a bunker or around a base.
- **Front, mid and rear accessory mounting points** offer attachment points to meet varying needs. Attachments include a spring-assisted manual or hydraulic operated heavy-duty front blade, mid-mount cultivators or scarifier, rear rakes and drag mat and many more.
- **Operator ergonomics and safety** come standard with the smooth foot-pedal transmission, adjustable steering wheel and high-back seat, standard power rear rake lift, ROPS with seat belt, and headlight for operation before dawn or after dusk.

QUICK SPECS

Engine & Horsepower:

Gas: Briggs & Stratton® Vanguard™ 18 hp (13.4 kW)

Diesel: Kubota® 16.6 hp (12.4 kW)

Forward Speed:

Up to 9.3 mph (15 km/h)

Dimensions:

Weight: 984 lbs. (446 kg) with rear rake, less operator

Length: 90 in. (2.3 m) with rear rake, front blade

Width: 73.5 in. (1.9 m) with rear rake

Turning Radius: 6 in. (152 mm) inside rear tire



CHECK IT OUT!

Scan with your smart phone to view the Groom Master® II product page. Get app using your smartphone at i-nigma.mobi

www.jacobsen.com

Groom Master® II

SPECIFICATIONS

Sand Rakes

Power	
Engine	Gas: Two-cylinder, air-cooled Briggs & Stratton® Vanguard™ V-twin Diesel: Three-cylinder, liquid cooled Kubota® D722
Horsepower*	Gas: 18 hp (13.4 kW) @ 3600 rpm Diesel: 16.6 hp (12.4 kW) @ 3000 rpm
Charging System	Gas: 12-volt, 16 amp alternator; full size battery Diesel: 12-volt, 40 amp alternator; full size battery
Air Cleaner	Donaldson® type; remote mounted
Fuel Capacity	4.5 gal. (17.1 L)
Performance	
Forward Speed	0 - 9.3 mph (0 - 15 km/h) transport and working
Reverse Speed	0 - 3.5 mph (0 - 5.6 km/h)
Parking Brake	6 in. (152 mm) caliper disc
Hydraulic System	
Drive	Hydrostatic, three-spool valve for accessories
Hydraulic Oil Capacity	12 qt. (11.4 L), 25-micron filter
Oil Cooler	Side location; isolation mounted
Brakes	Hydrostatic braking with mechanical parking brake
Steering	Automotive-style power steering
Tires	Three 20 x 11.00-10 tubeless, knobby tread tires
Dimensions	
Weight	984 lbs. (446 kg) with rear rake, less operator
Length	90 in. (2.3 m) with rear rake and front blade
Width	73.5 in. (1.9 m) with rear rake
Ground Clearance	7.5 in. (191 mm)
Wheel Base	40 in. (1 m)
Outside Wheel Tread	59 in. (1.5 m)
Turning Radius	6 in. (152 mm) inside rear tire

*Engine horsepower is provided by engine manufacturer. Actual operating power output may vary due to conditions of specific use.

NOTE: Specifications, while correct at time of printing, may change without notice.



PRODUCT CONFIGURATION

EQUIPPED STANDARD

- ✓ ROPS with seat belt
- ✓ Parallel-series 3WD and power steering
- ✓ Hydraulic powered rear implement lift
- ✓ Adjustable seat and steering wheel
- ✓ Headlight
- ✓ 12 Volt accessory power outlet

ACCESSORIES

- Front blade, manual lift
- Mid-mount cultivator, hydraulic controls
- Cultivator straight blade feet
- Cultivator aggressive duck feet
- Mid-mount scarifier with leveling blade
- Hydraulic controls for front blade or scarifier
- Rear drag mat with transport carrier brackets
- Rear rake implement
- Fan rakes (four) add-ons to rear rake

GENUINE SERVICE PARTS

- GreensCare™ 68 and GreensCare™ Plus 68 biodegradable fluid

THIRD-PARTY ACCESSORIES

- Box blade
- Flip-up finishing brush
- Infield conditioner

1.888.922.TURF | www.jacobsen.com



1-27-2015
K/MS. 1042

VEHICLE/EQUIPMENT CHANGE REQUEST FORM

MS Department Head - I am requesting the following to occur:

Check Applicable Box

Addition - (To the overall number of vehicles in our fleet):			
Deletion - (From the overall number of vehicles in our fleet and not to be replaced):			
Replacement - (To be replaced by another vehicle):		2015	
Replacement Adjustment - (Move a budgeted vehicle to a different year in the schedule)			
Re-assignment - (Transfer to another City Dept.):			
Fixed Asset Number:	3007.00011	Reminder to Attach Photo	
Vehicle Number:	050291	Replacement Cost:	830,000.00

Tractor 5020 Land Pro

(Comments): Unit is in the dust and agriculture a lot and can have a effect on the life of the engine. Recommend replacement as in schedule.

Initial *D.L.*

Operator or Supervisor (comments if applicable):

Teeth on Leveling Blade are wore out, wobbles when going from field to field. Bad tires? Showing signs of wear and tear.

Initial *KS 1-13-14*

Mechanic (comments if applicable):

981 Tractor. Charging system recently repaired. Has been a good unit.

Initial *MDS 1/10/14*

APPROVED

DENIED

D. Wappeler
Vehicle/Equipment Committee

02-19-14
Date

APPROVED

DENIED

Calvin D. Starn
City Administrator

4-10-14
Date



TORO SANDPRO # 050291



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 070313 GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Jacobsen, a Division of Texttron
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be August 20, 20 13 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Chad Coquette

(Name printed or typed)

Awarded this 20th day of August 20 13 NJPA Contract Number # 070313-JCS

NJPA Authorized signature:

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 20th day of August 20 13 NJPA Contract Number # 070313-JCS

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Jacobsen, a Division of Texttron

Vendor Authorized signature:

Chris Vernon

(Name printed or typed)

Title: VP Marketing

Executed this 27th day of June 20 13 NJPA Contract Number # 070313-JCS



FORM D Formal Offering of Proposal (To be completed Only by Proposer)

GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES,

In compliance with the Request for proposal (RFP) for "GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Jacobsen, a Division of Textron Inc.

Date: July 27, 2013

Company Address: 11108 Quality Drive

City: Charlotte

State: North Carolina

Zip: 28273

Contact Person: Art Petrone

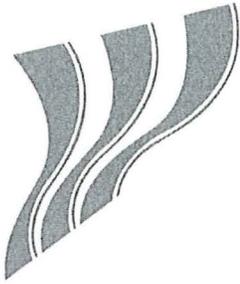
Title: Municipal Channel Manager

Authorized Signature (ink only):

A handwritten signature in blue ink, appearing to read 'C. Vernon', is written over a horizontal line.

(Name printed or typed):

Chris Vernon



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 8

Meeting Date: February 10, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: February 17, 2015

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

Originating Department: Engineering

Agenda Item: Accept Project and Authorize Final Payment Project No. 1302-B

Recommended Action: Accept Project No. 1302-B and authorize final payment to Kuechle Underground, Inc. in the amount of \$25,081.07.

Background/Summary: The City Council entered into an agreement with Kuechle Underground, Inc. on July 15, 2013 for the 4th Avenue SW improvements. The final pay request with quantities is hereby submitted for consideration. Staff is recommending final payment be made.

Alternatives: N/A

Financial Considerations: Payment of the final amount of \$25,081.07 is within the project budget.

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

Signature: 

Comments:

CONTRACTOR'S PAY REQUEST
 4TH AVENUE SW IMPROVEMENTS - 2013
 PROJECT NO. 1302-B
 WILLMAR, MINNESOTA
 BMI PROJECT NO. W18.105962

CONTRACTOR
 OWNER
 ENGINEER

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS.....	\$	513,618.02
TOTAL, COMPLETED WORK TO DATE.....	\$	415,133.30
TOTAL, STORED MATERIALS TO DATE.....		\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED.....		\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS.....	\$	415,133.30
RETAINED PERCENTAGE (0%).....	\$	-
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS).....	\$	-
NET AMOUNT DUE TO CONTRACTOR TO DATE.....	\$	415,133.30
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES.....	\$	390,052.23
PAY CONTRACTOR AS ESTIMATE NO. 6	\$	25,081.07

Certificate for Final Payment

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

Contractor: Kuechle Underground, Inc.
 10998 State Highway 55
 Kimball, MN 55353

By [Signature] [Signature] 12-10-14
 Name Title Date

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
 BOLTON & MENK, INC. ENGINEERS, 2040 HIGHWAY 12 EAST, WILLMAR, MN 56201

By [Signature] 12/26/14
 Jared Voge, P.E. Project Manager Title Date

APPROVED FOR PAYMENT:
 Owner: WILLMAR, MINNESOTA

By [Signature] CITY ENGINEER 1.9.15
 Name Title Date

PARTIAL PAY ESTIMATE NO.

6 (FINAL)

4TH AVENUE SW IMPROVEMENTS - 2013

PROJECT NO. 1302-B

WILLMAR, MINNESOTA

BMI PROJECT NO. W18.105962

WORK COMPLETED THROUGH NOVEMBER 13, 2014

ITEM NO	DESCRIPTION	UNIT PRICE	ESTIMATED		QUANTITY		QUANTITY	
			BID QUANTITY	BID AMOUNT	PREVIOUS ESTIMATE	COMPLETED TO DATE		
1	MOBILIZATION	\$8,100.00	1	LUMP SUM \$ 8,100.00	1	LUMP SUM \$ 8,100.00	1	LUMP SUM \$ 8,100.00
2	TRAFFIC CONTROL	\$3,500.00	1	LUMP SUM \$ 3,500.00	1	LUMP SUM \$ 3,500.00	1	LUMP SUM \$ 3,500.00
3	CLEAR & GRUB TREE	\$330.00	19	EACH \$ 6,270.00	28	EACH \$ 9,240.00	28	EACH \$ 9,240.00
4	REMOVE BITUMINOUS PAVEMENT - STREET	\$3.50	653	SQ YD \$ 2,285.50	694	SQ YD \$ 2,429.00	694	SQ YD \$ 2,429.00
5	REMOVE CONCRETE CURB & GUTTER	\$4.00	153	LIN FT \$ 612.00	149	LIN FT \$ 596.00	149	LIN FT \$ 596.00
6	REMOVE MANHOLE AND OR CATCH BASIN	\$25.00	1	EACH \$ 25.00	1	EACH \$ 25.00	1	EACH \$ 25.00
7	REMOVE STORM SEWER PIPE	\$2.50	50	LIN FT \$ 125.00	19	LIN FT \$ 47.50	19	LIN FT \$ 47.50
8	REMOVE WATERMAIN	\$1.00	16	LIN FT \$ 16.00	9	LIN FT \$ 9.00	9	LIN FT \$ 9.00
9	REMOVE SANITARY PIPE	\$2.00	12	LIN FT \$ 24.00	8	LIN FT \$ 16.00	8	LIN FT \$ 16.00
10	SAW CUT BITUMINOUS PAVEMENT (FULL DEPTH)	\$4.50	121	LIN FT \$ 544.50	121	LIN FT \$ 544.50	121	LIN FT \$ 544.50
11	COMMON LABORER	\$90.00	16	HOUR \$ 1,440.00		HOUR \$ -		HOUR \$ -
12	1.5 CU YD SHOVEL	\$160.00	8	HOUR \$ 1,280.00		HOUR \$ -		HOUR \$ -
13	DOZER	\$160.00	8	HOUR \$ 1,280.00		HOUR \$ -		HOUR \$ -
14	12 CU YD TRUCK	\$95.00	8	HOUR \$ 760.00		HOUR \$ -		HOUR \$ -
15	3 CU YD FRONT END LOADER	\$120.00	8	HOUR \$ 960.00		HOUR \$ -		HOUR \$ -
16	SKID LOADER	\$94.00	8	HOUR \$ 752.00		HOUR \$ -		HOUR \$ -
17	4" PERF PIPE DRAIN	\$6.75	606	LIN FT \$ 4,090.50	568	LIN FT \$ 3,834.00	568	LIN FT \$ 3,834.00
18	24" RC APRON AND GRATE	\$1,100.00	2	EACH \$ 2,200.00	2	EACH \$ 2,200.00	2	EACH \$ 2,200.00
19	30" RC APRON AND GRATE	\$1,400.00	1	EACH \$ 1,400.00	1	EACH \$ 1,400.00	1	EACH \$ 1,400.00
20	12" RCP CLV	\$28.00	32	LIN FT \$ 896.00	32	LIN FT \$ 896.00	32	LIN FT \$ 896.00
21	18" RCP CL IV	\$33.00	65	LIN FT \$ 2,145.00	65	LIN FT \$ 2,145.00	65	LIN FT \$ 2,145.00
22	21" RCP CLV	\$38.00	326	LIN FT \$ 12,388.00	332	LIN FT \$ 12,616.00	332	LIN FT \$ 12,616.00
23	24" RCP CL IV	\$42.00	310	LIN FT \$ 13,020.00	107	LIN FT \$ 4,494.00	107	LIN FT \$ 4,494.00
24	30" RCP CL III	\$54.00	342	LIN FT \$ 18,468.00	336	LIN FT \$ 18,144.00	336	LIN FT \$ 18,144.00
25	18" PLUG	\$230.00	1	EACH \$ 230.00	1	EACH \$ 230.00	1	EACH \$ 230.00
26	21" PLUG	\$260.00	2	EACH \$ 520.00	2	EACH \$ 520.00	2	EACH \$ 520.00
27	CONSTRUCT DRAINAGE STRUCTURE DES G	\$300.00	5.6	LIN FT \$ 1,680.00	5.1	LIN FT \$ 1,530.00	5.4	LIN FT \$ 1,620.00
28	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	\$330.00	22.5	LIN FT \$ 7,425.00	21.0	LIN FT \$ 6,930.00	24.0	LIN FT \$ 7,920.00
29	CONSTRUCT DRAINAGE STRUCTURE DES 60-4020	\$390.00	14.1	LIN FT \$ 5,499.00	13.6	LIN FT \$ 5,304.00	13.9	LIN FT \$ 5,421.00
30	CASTING ASSEMBLY, STORM SEWER	\$390.00	7	EACH \$ 2,730.00	5	EACH \$ 1,950.00	7	EACH \$ 2,730.00
31	BULKHEAD 12" STORM PIPE	\$550.00	1	EACH \$ 550.00	1	EACH \$ 550.00	1	EACH \$ 550.00
32	CONNECT TO EXISTING STORM SEWER	\$540.00	1	EACH \$ 540.00	1	EACH \$ 540.00	1	EACH \$ 540.00
33	CONSTRUCT POND SKIMMER	\$6,200.00	1	EACH \$ 6,200.00	1	EACH \$ 6,200.00	1	EACH \$ 6,200.00
34	CONSTRUCT DETENTION POND	\$27,000.00	1	LUMP SUM \$ 27,000.00	0.95	LUMP SUM \$ 25,650.00	1	LUMP SUM \$ 27,000.00
35	STRIP & RESPREAD TOPSOIL IN DISPOSAL AREA	\$4,900.00	7.5	ACRE \$ 36,750.00	2.6	ACRE \$ 12,740.00	2.6	ACRE \$ 12,740.00
36	HAUL SUITABLE EXCESS EXCAVATED MATERIAL TO STOCKPILE SITE (LV)	\$4.85	5000	CU YD \$ 24,250.00		CU YD \$ -		CU YD \$ -
37	HAUL UNSUITABLE EXCESS EXCAVATED MATERIAL OFFSITE (LV)	\$5.85	1500	CU YD \$ 8,775.00		CU YD \$ -		CU YD \$ -
38	9' BURY HYDRANT	\$3,900.00	1	EACH \$ 3,900.00	1	EACH \$ 3,900.00	1	EACH \$ 3,900.00
39	6" GATE VALVE & BOX	\$1,300.00	1	EACH \$ 1,300.00		EACH \$ -		EACH \$ -
40	8" GATE VALVE & BOX	\$1,700.00	7	EACH \$ 11,900.00	6	EACH \$ 10,200.00	6	EACH \$ 10,200.00
41	ADJUST GATE VALVE	\$180.00	8	EACH \$ 1,440.00	7	EACH \$ 1,260.00	7	EACH \$ 1,260.00
42	8" WATERMAIN	\$31.00	649	LIN FT \$ 20,119.00	635	LIN FT \$ 19,685.00	635	LIN FT \$ 19,685.00
43	6" WATERMAIN	\$26.00	5	LIN FT \$ 130.00	11	LIN FT \$ 286.00	11	LIN FT \$ 286.00
44	WATERMAIN FITTINGS	\$6.62	818	POUND \$ 5,415.16	662	POUND \$ 4,382.44	662	POUND \$ 4,382.44
45	CONNECT TO EXISTING WATERMAIN (PIPE)	\$1,200.00	2	EACH \$ 2,400.00	2	EACH \$ 2,400.00	2	EACH \$ 2,400.00
46	CONSTRUCT SANITARY MANHOLE, DES 4007C	\$190.00	26.7	LIN FT \$ 5,073.00	26.7	LIN FT \$ 5,073.00	26.7	LIN FT \$ 5,073.00
47	CASTING ASSEMBLY, SANITARY	\$290.00	2	EACH \$ 580.00	2	EACH \$ 580.00	2	EACH \$ 580.00
48	ADJUST FRAME & RING CASTING	\$200.00	4	EACH \$ 800.00	3	EACH \$ 600.00	4	EACH \$ 800.00
49	6" PVC SEWER SERVICE PIPE	\$14.00	251	LIN FT \$ 3,514.00	248	LIN FT \$ 3,472.00	248	LIN FT \$ 3,472.00
50	8" PVC SANITARY SEWER (SDR 35)	\$32.00	357	LIN FT \$ 11,424.00	357	LIN FT \$ 11,424.00	357	LIN FT \$ 11,424.00
51	12" PVC SANITARY SEWER (SDR 26)	\$44.00	12	LIN FT \$ 528.00	8	LIN FT \$ 352.00	8	LIN FT \$ 352.00

ITEM NO	DESCRIPTION	UNIT PRICE	ESTIMATED			QUANTITY			QUANTITY		
			BID QUANTITY	BID AMOUNT		PREVIOUS ESTIMATE	COMPLETED TO DATE				
52	8" x 6" PVC WYE	\$610.00	4	EACH	\$ 2,440.00	4	EACH	\$ 2,440.00	4	EACH	\$ 2,440.00
53	CONNECT TO EXISTING SANITARY SEWER (PIPE)	\$550.00	2	EACH	\$ 1,100.00	2	EACH	\$ 1,100.00	2	EACH	\$ 1,100.00
54	4" INSULATION	\$37.00	7.0	SQ YD	\$ 259.00	10.7	SQ YD	\$ 395.90	10.7	SQ YD	\$ 395.90
55	EROSION AND SEDIMENT CONTROL	\$0.01	1	LUMP SUM	\$ 0.01	1	LUMP SUM	\$ 0.01	1	LUMP SUM	\$ 0.01
56	SEED, FERTILIZER & EROSION CONTROL BLANKET (MIXTURE 310)	\$1.50	7400	SQ YD	\$ 11,100.00	6,600	SQ YD	\$ 9,900.00	6,600	SQ YD	\$ 9,900.00
57	SEED, FERTILIZER & EROSION CONTROL BLANKET (MIXTURE 260)	\$1.50	7600	SQ YD	\$ 11,400.00		SQ YD	\$ -		SQ YD	\$ -
58	SEED, FERTILIZER & MULCH	\$850.00	11.5	ACRE	\$ 9,775.00	7.6	ACRE	\$ 6,460.00	7.6	ACRE	\$ 6,460.00
59	INLET PROTECTION	\$125.00	6	EACH	\$ 750.00		EACH	\$ -		EACH	\$ -
60	BIOROLL (6"-7")	\$3.75	230	LIN FT	\$ 862.50		LIN FT	\$ -		LIN FT	\$ -
61	RIPRAP, CL IV	\$72.00	298	CU YD	\$ 21,456.00	250	CU YD	\$ 18,000.00	250	CU YD	\$ 18,000.00
62	SILT FENCE, MACHINE SLICED	\$1.95	2485	LIN FT	\$ 4,845.75	1553	LIN FT	\$ 3,028.35	1553	LIN FT	\$ 3,028.35
63	TEMPORARY ROCK CONSTRUCTION ENTRANCE	\$650.00	1	EACH	\$ 650.00		EACH	\$ -		EACH	\$ -
64	FURNISH & INSTALL STREET NAME SIGNS	\$400.00	1	EACH	\$ 400.00		EACH	\$ -	1	EACH	\$ 400.00
65	FURNISH & INSTALL SIGN PANELS, TYPE C	\$100.00	6.00	SQ FT	\$ 600.00		SQ FT	\$ -	6.25	SQ FT	\$ 625.00

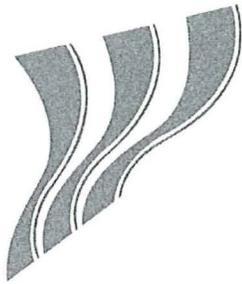
SUBTOTAL (BASE BID) = \$ 338,891.92 \$ 237,318.70 \$ 241,870.70

BID ALTERNATE A: CONCRETE PAVEMENT

ITEM NO	DESCRIPTION	UNIT PRICE	ESTIMATED			QUANTITY			QUANTITY		
			BID QUANTITY	BID AMOUNT		PREVIOUS ESTIMATE	COMPLETED TO DATE				
1	MOBILIZATION (ALTERNATE A)	\$1,700.00	1	LUMP SUM	\$ 1,700.00	1	LUMP SUM	\$ 1,700.00	1	LUMP SUM	\$ 1,700.00
2	COMMON EXCAVATION (P)	\$5.45	1938	CU YD	\$ 10,562.10	1,938	CU YD	\$ 10,562.10	1,938	CU YD	\$ 10,562.10
3	SUBGRADE EXCAVATION (EV)	\$3.50	540	CU YD	\$ 1,890.00	275	CU YD	\$ 962.50	275	CU YD	\$ 962.50
4	GEOTEXTILE FABRIC TYPE V	\$1.25	2840	SQ YD	\$ 3,550.00	1,140	SQ YD	\$ 1,425.00	1,140	SQ YD	\$ 1,425.00
5	AGGREGATE BASE, CLASS 5 (STREET) (CV) (P)	\$21.00	474	CU YD	\$ 9,954.00	474	CU YD	\$ 9,954.00	474	CU YD	\$ 9,954.00
6	SELECT GRANULAR BORROW (CV)	\$11.00	631	CU YD	\$ 6,941.00	631	CU YD	\$ 6,941.00	631	CU YD	\$ 6,941.00
7	BITUMINOUS PATCH (STREET)	\$37.00	653	SQ YD	\$ 24,161.00	694	SQ YD	\$ 25,678.00	694	SQ YD	\$ 25,678.00
8	CONSTRUCT CONCRETE CURB & GUTTER DESIGN B624	\$18.00	936	LIN FT	\$ 16,848.00	940	LIN FT	\$ 16,920.00	940	LIN FT	\$ 16,920.00
9	6.0" CONCRETE PAVEMENT	\$40.00	2478	SQ YD	\$ 99,120.00	2,478	SQ YD	\$ 99,120.00	2,478	SQ YD	\$ 99,120.00

SUBTOTAL (ADD ALTERNATE 1) = \$ 174,726.10 \$ 173,262.60 \$ 173,262.60

TOTAL = \$ 513,618.02 \$ 410,581.30 \$ 415,133.30



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 9

Meeting Date: February 10, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: February 17, 2015

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

Originating Department: Engineering

Agenda Item: Willmar Avenue Improvements Project: Bolton & Menk, Inc. Contract Amendment No. 1

Recommended Action: Approve Amendment No. 1 to the Bolton & Menk, Inc. contract for the Willmar Avenue Improvements Project.

Background/Summary: In January of 2013 the City entered into an Agreement with Bolton & Menk, Inc. to provide Engineering Services for management, design and bidding for the Willmar Avenue Improvements, Project No. 1302-A. When the contract was developed, the estimated cost was \$675,000. Modifications were made to the project scope as required by Kandiyohi County and the BNSF Railroad, increasing the project cost. A significant delay occurred with BNSF to finalize the agreement required for the new Willmar Avenue crossing, as well as scheduling delays caused by the BNSF for constructing the crossing. The original construction duration was estimated at 8 weeks, with the actual duration totaling 16 months for completion. As a result of these factors, Bolton & Menk, Inc. is requesting a contract amendment in the amount of \$15,000 for engineering services provided.

Alternatives: Do not award Contract Amendment No. 1 to Bolton & Menk, Inc.

Financial Considerations: Including the Contract Amendment, the total project cost is approximately \$66,425.00 below budget.

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

Signature:

Comments:



BOLTON & MENK, INC.[®]

Consulting Engineers & Surveyors

2040 Highway 12 East • Willmar, MN 56201-5818

Phone (320) 231-3956 • Fax (320) 231-9710

www.bolton-menk.com

January 27, 2015

Mr. Sean Christensen, Public Works Director/City Engineer
City of Willmar
P.O. Box 755
Willmar, MN 56201

RE: Willmar Avenue Improvements Engineering Budget
City of Willmar, Minnesota
BMI Project No. W18. 105961
City Project No. 1302-A

Dear Sean,

I have reviewed the summary of payments made on the above referenced project which you provided in your email dated January 23, 2015. Based on the summary, the payments made to Bolton and Menk, Inc. total \$120,564. The original contract amount for the improvements was \$115,000. This contract amount was identified in a letter to Bruce Peterson, Acting Public Works Director dated January 28, 2013. Please find enclosed a copy of that letter for your information.

When the contract was developed for the Willmar Avenue Improvements project, the estimated construction cost associated with the improvements, provided by the City of Willmar, was \$675,000. As a result of modifications to the project scope required by Kandiyohi County and BNSF Railroad, the project cost increased. When bids were received for the project the low bid was in the amount of \$1,068,195.47, or \$393,195 above the original estimate. Throughout the design process, Bolton and Menk worked with BNSF Railroad to finalize the railroad agreement required for the new Willmar Avenue crossing. This process took many months. After the agreement was finalized, the railroad was to install the new crossing surface and gates in the fall of 2013. However, the railroad improvements were not constructed by BNSF until spring of 2014. The delays caused by BNSF's schedule for the railroad crossing improvements were significant. Those delays required additional time spent on project management to coordinate contractor's schedules and additional time spent on construction observation to coordinate contractor activities in the field. Originally in our letter dated January 28, 2013, the construction duration was estimated at eight weeks. The contractor began working on the Willmar Avenue Improvements in June 2013 and was substantially complete in October 2014, 16 months following the start of construction.

Although the delays caused by BNSF were significant, the construction contract is expected to come in below budget. The original bid price associated with the improvements was \$1,068,195.47. A change order in the amount of \$7,850.62 was approved and issued to the contractor for additional work required due to BNSF delays. With the addition of the change order, the contract price is \$1,076,046.09. We have estimated that the final construction contract amount will be \$994,617.21 or \$81,420.90 below the approved construction contract amount.

As a result of the factors identified above and since the contractor has not completed the Willmar Avenue improvements project, please consider this letter as Bolton & Menk, Inc.'s formal request for a contract amendment in the amount of \$15,000. With the amendment, the total engineering contract will be \$130,000. As with all previous contracts, we propose to bill the City of Willmar for the only the hours spent on the project which could be less than and will not exceed an additional \$15,000. After the amendment is applied to the total project cost, the project will be approximately \$66,425 below budget.

Please let me know if you have any questions or need any additional information.

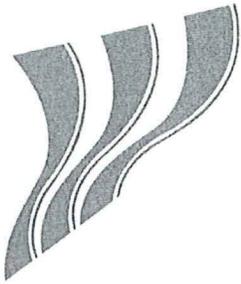
Sincerely,

BOLTON & MENK, INC.



Jared Voge, P.E.
Principal Engineer

JV/kg



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 10

Meeting Date: February 10, 2015

Attachments: Yes No

CITY COUNCIL ACTION

Date: February 17, 2015

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

Originating Department: Engineering

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

Recommended Action: Approve Change Order No. 1 in the amount of \$1,262.83 and authorize final payment to Duinick, Inc. in the amount of \$15,977.65 for Project 1303-A.

Background/Summary: Project No. 1303-A was awarded on May 9, 2013 to Duinick Inc. and included the street improvements to Trott Avenue SW, 23rd Street SW and TH No. 12 Service Drives. Staff noted additional wearing course was needed resulting in Change Order No. 1 in the amount of \$1,262.83. The Change Order and final pay request with quantities is hereby submitted for consideration.

Alternatives: NA

Financial Considerations: Adding payment of the Change Order brings the final project amount to \$284,944.34, which does not exceed the project budget and covered by the CIP.

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

Signature:

Comments:

**CONTRACTOR'S ESTIMATE NO. 4 (FINAL)
PROJECT NO. 1303-A**

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

**CONSTRUCTION OF: BITUMINOUS MILLING,CURB AND GUTTER, BITUMINOUS PAVING,
AND TURF ESTABLISHMENT**

LOCATION: TROTT AVENUE SW, 23RD STREET SW, AND TH NO. 12 SERVICE DRIVES

DATE: JUNE 4, 2014

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

**IN ACCORDANCE WITH THE CONTRACT WITH DUNINCK INC.
I HEREWITH PRESENT THE FOLLOWING ESTIMATE**

1303-A

ITEM NO.	ITEM	UNIT	QUANTITY	BID	TOTAL
2104.501	Remove Concrete Curb/Curb and Gutter	LF	558.5	\$3.50	\$1,954.75
2104.509	Remove Bituminous Pavement	SY	107.4	\$4.07	\$437.12
2105.525	Topsoil Borrow (CV)	CY	25	\$33.00	\$825.00
2211.501	Aggregate Base (Class 5)	TON	8.4	\$14.80	\$124.32
2232.501	Mill Bituminous Pavement 3-1/2"	SY		\$2.30	\$0.00
2232.501	Mill Bituminous Pavement 1-1/2"	SY	24,255	\$1.00	\$24,255.00
2360.502	Type SP 12.5 Non Wear Course Mix (3,B)	TON	26.55	\$80.00	\$2,124.00
2360.501	Type SP 12.5 Wearing Course Mix (3,B)	TON	3,137.70	\$74.75	\$234,543.08
2504.602	Adjust Valve Casting	EA	6	\$125.00	\$750.00
2506.516	Casting Assembly (Catchbasin) B624 Curb	EA	2	\$600.00	\$1,200.00
2506.522	Adjust Frame & Ring Casting	EA	10	\$350.00	\$3,500.00
2531.501	Concrete Curb and Gutter, Design B624	LF	558.5	\$16.95	\$9,466.58
2575.501	Seeding	AC	0.09	\$5,000.00	\$450.00
2575.502	Seed Mixture 270	LB	11.1	\$15.00	\$166.50
2575.523	Erosion Control Blanket Category 1	SY	430.2	\$6.00	\$2,581.20
2575.532	Fertilizer Analysis 20-10-20 Type 3	LB	31.9	\$4.00	\$127.60
2575.601	Erosion & Sediment Control	LS	1.0	\$500.00	\$500.00
2582.501	Pavement Message(Left-Thru Arrow) Epoxy	EA	1	\$170.00	\$170.00
2582.501	Pavement Message(Right-Thru Arrow) Epoxy	EA	1	\$170.00	\$170.00
2582.502	4" Solid Line White - Epoxy	LF	524	\$0.84	\$440.16
2582.502	4" Broken Line Yellow - Epoxy	LF	1,780	\$0.85	\$1,513.00
2582.502	4" Double Solid Line Yellow - Epoxy	LF	378	\$1.70	\$642.60
TOTAL PROJECT 1303-A					\$285,940.91
(Price includes all applicable sales and use taxes)					
BITUMINOUS DISINCENTIVE (SEE ATTACHED)					\$996.57
SUBTOTAL:					\$284,944.34

LESS PREVIOUS ESTIMATE #1	\$24,039.23
LESS PREVIOUS ESTIMATE #2	\$136,963.49
LESS PREVIOUS ESTIMATE #3	\$107,963.97
LESS PREVIOUS ESTIMATE #4	
AMOUNT DUE CONTRACTOR THIS ESTIMATE:	\$15,977.65

APPROVED: 
CITY ENGINEER

APPROVED: 
CONTRACTOR

CONTRACT AMOUNT: \$283,681.51
BUDGET NO.: 413.48453.0336

CHANGE ORDER NO. 1

CITY OF WILLMAR, MINNESOTA

PROJECT – PROJECT 1303-A-2013 STREET IMPROVEMENTS

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

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

<u>Cost Summary:</u>	Original Contract	\$283,681.51
	Change Order No. 1 (includes bituminous disincentive of \$996.57)	\$1,262.83
	Contract Total	\$284,944.34

Date: June 4, 2014

CITY OF WILLMAR:



Sean Christensen, Public Works Director

DUININCK INC.



Contractor