

CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 3
Meeting Date: April 1, 2014
Attachments: Yes No

CITY COUNCIL ACTION

Date: _____

- Approved Denied
- Amended Tabled
- Other

Originating Department: Engineering

Agenda Item: Minn West Lift Station/Lakeland Drive Sewer Project - Construction Related Services Contract Amendment

Recommended Action: There is no staff recommendation at this time. The Committee will discuss the proposed scope of services and costs with Brian Bollig, of Bollig Inc.

Background/Summary: A proposal was submitted by Bollig, Inc. for construction related services for to the MinnWest Lift Station/Lakeland Drive Sewer Project. The matter had been tabled previously due to concerns over costs.

Alternatives:

1. Approve the amendment to the contract
2. Continue consideration of the proposal
3. Solicit additional proposals

Financial Considerations: The proposed cost of the scope of services for construction related services is \$185,800. This represents 8% of the construction bid amount.

Preparer: Bruce D. Peterson, AICP
Director of Planning and Development Services

Signature:

Comments:

AMENDMENT NO. 4 TO CONSULTANT SERVICE CONTRACT

The Consultant Service Contract ("CONTRACT") made and entered into the 17th day of December, 2012, by and between the CITY OF WILLMAR, MINNESOTA, a Minnesota municipal corporation, 333 6th Street SW, Willmar, MN 56201, ("CITY"), and Bollig Inc., a Minnesota corporation, 1700 Technology Drive NE, Suite 124, Willmar, MN 56201 ("CONSULTANT"), (collectively the "PARTIES"), is hereby amended as follows:

1. Exhibit 1, Scope of Services, is amended to include those additional tasks appended hereto as Exhibit A; as additional tasks CONSULTANT shall be responsible for performing pursuant to the terms and conditions of the CONTRACT.
2. Exhibit 5, Compensation, Paragraph 1, is amended to include those additional fees listed in Table 1, appended hereto, as consideration that CITY shall pay to CONSULTANT upon CONSULTANT's performance of the additional services identified in Exhibit 1 to the satisfaction of CITY, pursuant to the terms and conditions of the CONTRACT.

Except as expressly amended by this Amendment, the entirety of the CONTRACT's terms and conditions remain in full force and effect and the PARTIES remain bound thereto.

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONSULTANT:

BOLLIG, INC.

By: Brian F. Bollig
Brian F. Bollig, P.E., Its President

Date: 2-26-2014

CITY:

CITY OF WILLMAR, MINNESOTA

By: _____
Frank Yanish, Its Mayor

Date: _____

By: _____
Charlene Stevens, Its City Administrator

Date: _____

EXHIBIT A

SCOPE OF SERVICES AND DELIVERABLES

Task 1 – Kick-Off Meeting

A Kick-Off Meeting will be held with City staff to review the contract scope of services and to determine, to the fullest possible extent, the work plan, schedules, contact information, means of business, deliverable methods, billings, reviews, meetings, coordination, and communication for the project. The kick-off meeting will include City staff from these departments; Engineering, Finance, Planning and Development, Wastewater Treatment, and Willmar Municipal Utilities as well as other affected utilities.

Task 2 – Construction Services

1. Perform the general administration of the Construction Contract. Firm will consult with City and act as the City's representative as provided in the General Conditions or Supplementary Conditions of the Construction Documents.
2. Provide a person who is qualified to serve as Resident Project Representative. This individual will perform construction observation of the contractor's work while it is in progress. The Resident Project Representative will make visits to the site at intervals appropriate to the various progress and stages of construction in order to observe the quality of work as an experienced and qualified design professional (see attached resume).
3. The Project Engineer will attend and conduct a pre-construction meeting prior to commencement of work.
4. The Project Engineer will attend and conduct weekly progress meetings.
5. The Project Engineer will recommend to the City that the Contractor's work be rejected while it is in progress if the Project Engineer believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.
6. The Project Engineer will provide clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. These clarifications and interpretations will be consistent with the intent of, and reasonably inferable from, the Contract Documents. The Project Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents, after consultation with the Public Works Director.
7. The Project Engineer will recommend Change Orders and Work Change Directives to the City, as appropriate, and prepare Change Orders and Work Change Directives as required.
8. The Project Engineer will review and approve, or take other appropriate action, with respect to Shop Drawings and Samples and other data which the Contractor is required to submit.

9. The Project Engineer will evaluate and determine the acceptability of substitutes proposed by the Contractor, and provide a recommendation to the Public Works Director.
10. The Project Engineer will require special inspections or tests of the Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by the Contract Documents.
11. Based on the Project Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation from the contractor, the Project Engineer will determine the amounts that the Contractor is to be paid.
12. Prepare record drawings from information obtained from Contractor and observation that includes the changes of the construction documents completed during construction. This includes submitting three full-size (22" x 34") plan drawings and one half-size (11" x 17"). An electronic PDF and AutoCAD copy of the record drawings shall accompany them.

Task 3 – Project Management

1. Support the City with unanticipated project-related issues such as informal discussions with interested citizens, civic organizations, environmental groups, developers or the press. Hold, present, manage and document meeting minutes along with implementing discussion.
2. Work in close cooperation with the City's Finance Director. Provide asset management information related to the project for the City's asset management program. Work with the Finance Director to implement project payments.
3. Prepare, review with city, and submit PFA and other funding sources requests and supporting documentation as required. Work with the Finance Director to implement project payments. Provide separate construction and funding calendars.
4. Keep the City Council and Public Works/Safety Committee well informed of the project status. Attend all City Council and committee meetings and make formal or informal presentations and respond to questions as needed. All project related information meetings, contract changes, change orders, executive summaries, reports, resolutions, and presentations will be prepared and presented.
5. Maintain a City-approved paper (hard copy) file management system for all documents related to the project. Maintain the filing system to ensure it is complete and accurate for any related audits. In addition, maintain in electronic format, and submit a pdf version of all project documents to the City at the conclusion of the project.
6. ~~Provide inspection services for construction of the lift station and all related work.~~ – Not Included; Construction Observation already included in Task 2.2.
7. Coordinate equipment start-up services with City Staff, contractor, and equipment suppliers.

Task 4 – Project Close-Out

1. Ensure receiving warranties, bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data which are to be assembled by the Contractor in accordance including all record information from field representatives for recording and filing.
2. Conduct a final review of the project with City Staff and prepare a punch list of items to be completed prior to project closeout or final payment. Ensure these items be completed in a timely matter and final completion times are adhered to.
3. Prepare letter of acceptance of all work completed under the Contract Documents and recommend final payment be made to close the contract.

Task 5 – Coordination Activities

1. Coordinate activities with the City of Willmar (finance, road, sewer and storm water), Willmar Municipal Utilities (Water/Electric), Gas, Telephone, Cable TV, MPCA, PFA, and other jurisdictional or regulatory agencies as required.

Don Broberg | Construction Services Manager

EDUCATION

Mankato State University, B.S.
Industrial Education, 1979

REGISTRATIONS / CERTIFICATIONS

MNDOT certified in:

Bituminous Street Certification
Concrete Field Certification
Site Management Certification
Grading and Base
Concrete Field Level I & II
Bituminous Plant Monitor Certified

Summary Of Experience: Don has over 15 years experience as a Construction Services Inspector (Resident Project Representative) and has assisted with the design of numerous municipal projects including streets and highways, sanitary sewer, watermain, storm drainage, and erosion control. Project observation experience includes street and highway construction, sanitary sewer placement, water main and storm sewer placement, sanitary sewer treatment plant renovation, water treatment plant construction and renovation, directional drilling of HDPE and PVC piping for all types of utilities, and sanitary and storm sewer pond construction.

Key Qualifications:

- Inspect and monitor progress of multiple projects
- Coordinate RPR construction documentation, compliance with plans and specifications and assure quality control for private, local, state and federally funded projects
- Record project quantities, keep records for as-builts
- Develop and maintain relationships with team, clients, agencies and others to secure quality construction, proper record documentation and reputable construction process
- Prepare and issue field orders, change orders, and pay applications
- Assist with implementation of project close-out procedures

Selected Experience:

Wastewater Treatment Plant Renovation for the City of Benson, MN

Provided Resident Project Representative services for complete reconstruct of a wastewater treatment facility. Project included removing and replacing of gravity operated rotating distributor in existing trickling filter, new additional plastic media trickling filter, replacement of bar screen and grit removal systems, addition of lift systems, new chemical feed building and system, automatic splitter box, new sludge storage tank and remodeling of digesters, aeration system addition, and new clarifier mechanists. Incorporated new PLC, SCP and SCADA into operation of full plant.

Sewer and Wastewater Treatment Pond for Roseland Township, MN

Provided Resident Project Representative services for this Rural Development project for sewerage of this community. Project included 7,000 feet of sanitary sewer main, 5,500 feet of sewer service line, 6,500 feet of forcemain, new precast lift station with float controls, and two pond wastewater treatment system. Process equipment included submersible pumps and SCP unit.

Kennedy Elementary School Kitchen Remodel Project, Willmar, MN

Provided Resident Project Representative services for renovation of existing kitchen facilities including removal of existing refrigeration unit, reconstruction of food preparation area, new construction of walk-in refrigerator and freezer units inside new masonry cavity wall construction and finished TPO roofing.

Wastewater Improvement Project for the City of Raymond, MN

Provided Resident Project Representative services for the addition and renovation of sanitary sewer treatment facilities and additionh of a new sanitary sewer lift station. Project included 2,000 feet of sewer forcemain, biosolids removal, additional lift station and remodeling of existing lift station with new controls and alarm systems, and construction of 27-acre PVC-lined sanitary sewer treatment ponds. The ponds included precast and cast-in-place control structures with manual operated valves.



Don Broberg | Construction Services Manager

EDUCATION

Mankato State University, B.S.
Industrial Education, 1979

REGISTRATIONS / CERTIFICATIONS

MNDOT certified in:

Bituminous Street Certification
Concrete Field Certification
Site Management Certification
Grading and Base
Concrete Field Level I & II
Bituminous Plant Monitor Certified

Municipal Water Treatment Facility for the City of Granite Falls, MN

Provided Resident Project Representative services for the construction of a new softening and filtering water treatment facility. The work included general and rock excavation, 1,000+ yards of concrete construction, CMU and precast placement, underground utility placement, process piping, computerized water processing equipment, chemical equipment connection, pump and valve connection and operation.

Sanitary Sewer Trunk Re-Route for the City of Maple Lake, MN

Provided Resident Project Representative Services for replacement and re-routing of 80 percent of collected sanitary sewage including overflow diversion structure, private sanitary sewer and water connections, directional drilled water and sewer mains, excavated water and sewer mains with depths of over 25 feet and existing sewer main evaluation for lining project.

Sanitary Sewer Treatment Facility for the Cities of Clear Lake and Clearwater, MN

Project included the construction of a new microbiological reactor treatment plant for treatment of municipal sewage for both communities. Observation included construction of cast-in-place concrete buildings, masonry buildings, and steel frame buildings. Process equipment involved in the project included submersible pumps, centrifugal pumps, MBR units, rotary blowers, sludge storage and transfer stations, chlorine disinfection, and fine screening devices.

Broadway Avenue Reconstruction for the City of Cokato, MN

Construction observation for this State Aid project involved re-designed grading, all new and resized utilities for accommodating services and fire protection needs, commercial beautification in a downtown section, and connection to recently constructed water treatment facility.

Water Treatment Facility for the City of Cokato, MN

Provided Resident Project Inspector services for a new facility in a residential district. The project included a new well house and three connections, water main replacement of 2,000+ feet, a three-filter cell treatment plant designed to blend with nearby homes and buried backwash tank.

Northwood Drive Street and Utility Reconstruct for the City of Redwood Falls, MN

Provided Resident Project Inspector services for this State Aid Project of major residential traffic artery. Project included new sewer, water and storm sewer over 2,400 foot length of project site, redesign of road profile and alignment to produce 30 mile per hour travel, and rebuilding road surface to new super pave specifications.



TABLE 1
Amendment #4

Tasks	Authorized Fee
Original Fee & Amendment #1, #2 & #3	\$ 442,628.96
Proposed Amendment #4	\$ 185,800.00
Total Proposed New Fee	\$ 628,428.96

Notes and Assumptions

Amendment #4 - Construction Related Services

Subject to the limitations set forth in Exhibit 5, CITY will pay CONSULTANT, for all services rendered to the satisfaction of CITY under this Contract, a flat fee, including expenses, not to exceed \$185,800 (the "Contract Price"), except as otherwise authorized in this Contract. The Contract Price is loosely based on CONSULTANT'S Price Proposal, dated February 26, 2014, which is appended to this Amendment #4 for information only, with any discrepancies between the Price Proposal and this Contract to be resolved in favor of this Contract.

Mill/West Technology Campus Lift Station and Force Main
 Bollig Project #124018
 City of Willmar, MN
 February 26, 2014

FINAL

Project Task/Description	Bollig										AFZS							Subtotal Budget Hours	Total Fee			
	Principal In Charge	Constr. Engineer	Project Architect	Const. Observer	Const. Survey	Funding Specialist	Admin	Principal In Charge	Senior Process	Project Manager	Process Engineer	Mechanical	Process Tech	Electrical	Structural Tech	Structural Engineer	Admin III					
2014 Rate	\$190	\$170	\$90	\$105	\$125	\$85	\$75	\$213	\$188	\$171	\$96	\$123	\$105	\$158	\$72							
1.0 Kick-Off Meeting	2	4					2															
1.1 Project Kick-Off Meeting	\$380	\$680	\$0	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
Subtotal																		8	\$1,210			
2.0 Construction Services																						
2.1 General Administration	8	56		240			4	2		12										82	\$13,818	
2.2 RFR	1	8					1		6											240	\$25,200	
2.3 Pre-Construction Meeting	6	36					3		36											16	\$2,651	
2.4 Weekly Progress Meeting	1	12	4						4											81	\$13,641	
2.5 Non-Compliant Work	1	20	2						1	4	10	4	4		2	2				20	\$3,152	
2.6 Clarification/Interpretations	1	24	4				2		1	4	10	4	4		2	2				50	\$6,974	
2.7 Change Orders/Work Directive	1	6	12				4		2	10	24				24	4				58	\$7,984	
2.8 Shop Drawings/Samples	4	8	2						12											26	\$4,556	
2.9 Request for Substitutes	1	8					4													13	\$1,850	
2.10 Special Inspections/Testing	1	40					4			2	4									51	\$8,016	
2.11 Applications for Payment	1	10	6				2		2	4	4				2	1	4			37	\$4,510	
2.12 Record Drawings	\$4,950	\$8,760	\$2,700	\$29,200	\$0	\$8,160	\$1,800	\$426	\$3,760	\$42,996	\$4,992	\$1,722	\$1,050	\$0	\$4,582	\$864				761	\$103,412	
Subtotal																						
3.0 Project Management																						
3.1 Public Relations	2	10								2	6									12	\$2,080	
3.2 Assist City Finance Director	4	40				24				2										42	\$4,542	
3.3 PFA Funding Requests	1	24				72														112	\$12,920	
3.4 City Committee/Council Meetings	2	16	1						6											25	\$4,270	
3.5 File Management System	1	12					28													40	\$4,140	
3.6 Inspection Services (Not Included)	1	10								8										0	\$0	
3.7 Coordination of Start-up Services	\$1,920	\$17,000	\$0	\$0	\$8,160	\$2,100	\$0	\$0	\$1,710	\$576	\$0	\$0	\$0	\$0	\$0	\$144				19	\$3,258	
Subtotal																						
4.0 Project Close-out																						
4.1 Contract Document Compliance	1	16					6													23	\$3,360	
4.2 Substantial Completion	2	28	2				3			6										41	\$6,571	
4.3 Final Acceptance	2	16	1						10	4										33	\$5,284	
Subtotal																						
5.0 Coordination Activities																						
5.1 Coordination with City, WMU, Utilities, Regulatory Agencies	32	\$5,440																		32	\$5,440	
Subtotal																						
6.0 Additional Services																						
6.1 O & M Manuals Compiling	6	4			40		8		8	18										40	\$4,716	
6.2 Construction Staking	\$1,700	\$1,700	\$270	\$0	\$5,000	\$0	\$600	\$0	\$1,868	\$1,728										44	\$5,680	
Subtotal																						
TOTAL PROJECT HOURS	39	392	33	240	96	102	63	2	20	14	62	0	10	0	29	14				1116		
SUB-TOTAL PROJECT COST - Bollig, Inc.	\$7,410	\$73,780	\$2,970	\$29,200	\$5,000	\$8,160	\$5,325	\$0	\$3,760	\$7,680	\$0	\$1,722	\$0	\$1,050	\$4,582	\$1,008						\$127,605
SUB-TOTAL PROJECT COST - AFZS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$426	\$3,760	\$18,810	\$7,680	\$0	\$3,722	\$0	\$1,050	\$4,582	\$1,008					\$39,938
SUBCONSULTANT SERVICES/AFZS (Electrical & Mechanical)																						\$14,330
SUB-TOTAL EXPENSE																						\$7,627
TOTAL PROJECT COST	\$7,410	\$73,780	\$2,970	\$29,200	\$5,000	\$8,160	\$5,325	\$426	\$3,760	\$18,810	\$7,680	\$1,722	\$1,050	\$4,582	\$1,008	\$1,008						\$135,800

*Includes Prevailing Wage Compliance Reviews

RESOLUTION NO. _____

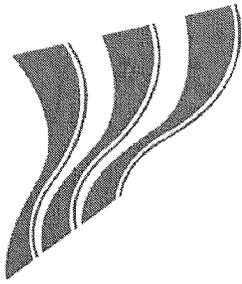
BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into Amendment #4 to the professional services contract between the City of Willmar and Bollig Inc. for the MinnWest Lift Station/Lakeland Drive Interceptor Sewer Project. The amendment increases the not-to-exceed figure for the previously amended contract amount approved by Council to \$628,428.96.

Dated this 7th day of April, 2014.

MAYOR

Attest:

CITY CLERK-TREASURER



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4

Meeting Date: April 1, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: _____

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

Originating Department: Engineering

Agenda Item: Minn West Lift Station/Lakeland Drive Sewer Project - Consideration of Bids

Recommended Action: To award the contract to Duininck Inc. in the amount of \$2,421,172.50.

Background/Summary: Bids were taken on the MinnWest Lift Station/Lakeland Drive Sewer Project on March 3, 2014. Duininck Inc. of Prinsburg, Minnesota is the apparent low bidder. To keep the project on schedule it is necessary to move ahead with the awarding of the contract.

Alternatives:

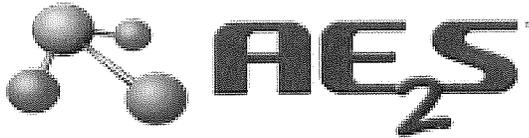
1. Award the contract to Duininck Inc.
2. Delay consideration of bids
3. Rebid

Financial Considerations: The majority of the project will be funded by PFA funds, with minor amounts of State Aid dollars and local option sales tax funds being part of the project. The finances are detailed in the revised budget.

Preparer: Bruce D. Peterson, AICP
Director of Planning and Development Services

Signature:

Comments:



March 5, 2014

Mr. Bruce Peterson
Director of Planning and Development Services
City of Willmar
333 Sixth Street SW
Willmar, MN 56201

**RE: 2014 City of Willmar - CP 1310
MinnWest Technology Campus Lift Station/Lakeland Drive Improvements Project**

Dear Bruce:

This letter serves as Bollig Inc and AE2S's recommendation of Bid Acceptance for Duininck, Inc. Prinsburg, Minnesota, for the MinnWest Technology Campus Lift Station/Lakeland Drive Improvements Project.

Two (2) bids were received and opened on March 3, 2014 at 1:00 p.m. at the Willmar City Office Building. Base bids ranged from \$2,297,278.50 to \$2,830,875.00. There were also two alternates with the base bid. The Engineer's base bid Estimate for the project was \$2,080,000.00. Duininck, Inc. of Prinsburg, MN has provided an apparent low bid of \$2,297,278.50 along with Alternate A (\$43,342.00) and Alternate B (\$80,552.00).

Duininck, Inc. is teaming with Rice Lake Construction Group of Deerwood, MN. Both Duininck, Inc. and Rice Lake Construction Group are reputable contractors in the area and have met all conditions of the contract thus far. Recently Rice Lake Construction Group has finished a project AE2S has completed and were fully satisfied with the work performed.

Although the apparent low bidder is 10 percent over the Engineer's Estimate for the project, the bids appear to be solid and reasonable. The recent Buy America requirements and the continued rise in fuel costs may be some of the reasons for increased bids. For these reasons, Bollig Inc and AE2S recommend bid acceptance for the low base bid of \$2,297,278.50. The City of Willmar can add Alternate A and/or Alternate B as budgets allow.

If you have questions regarding our recommendation, please do not hesitate to contact our office.

Sincerely,

BOLLIG INC

AE2S

Paul Jurek, P.E.
Senior Engineer

Scott Schaefer, P.E.
Wastewater Group Manager

Enclosures

BID TABULATION
MINNWEST TECHNOLOGY CAMPUS LIFTSTATION AND LAKELAND DRIVE IMPROVEMENTS
CITY OF WILLMAR, MN

3/3/2013

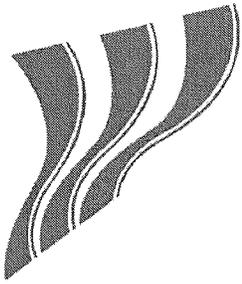
Item No.	Description	Unit	Total Est Qty	Engineer's Estimate		Duininck, Inc; Prinsburg, MN		Quam Construction Company, Inc; Willmar, MN	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
MOBILIZATION									
1.	MOBILIZATION	LS	1	\$250,000.00	\$250,000.00	\$175,600.00	\$175,600.00	\$140,000.00	\$140,000.00
LIFT STATION									
2.	REMOVE LIFT STATION	LS	1	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$33,000.00	\$33,000.00
3.	CONSTRUCT LIFT STATION	LS	1	\$932,000.00	\$932,000.00	\$1,441,000.00	\$1,441,000.00	\$2,000,000.00	\$2,000,000.00
FORCEMAIN									
4.	AIR RELIEF MANHOLE	EACH	2	\$3,000.00	\$6,000.00	\$15,000.00	\$30,000.00	\$14,000.00	\$28,000.00
5.	CONNECT TO EXISTING MANHOLE	EACH	1	\$15,000.00	\$15,000.00	\$3,125.00	\$3,125.00	\$24,000.00	\$24,000.00
6.	12" PVC FORCE MAIN (P)	LF	3692	\$129.00	\$476,268.00	\$109.00	\$402,428.00	\$82.00	\$302,744.00
7.	ABANDON FORCEMAIN (P)	LF	3651	\$12.00	\$43,812.00	\$5.50	\$20,080.50	\$22.00	\$80,322.00
CIPP LINING									
8.	CIPP LINING SEWER PIPE 12"	LF	815	\$80.00	\$65,200.00	\$47.00	\$38,305.00	\$53.00	\$43,195.00
9.	CIPP LINING SEWER PIPE 15"	LF	1586	\$95.00	\$150,670.00	\$53.00	\$84,058.00	\$65.00	\$103,090.00
10.	CIPP LINING SEWER PIPE 18"	LF	434	\$105.00	\$45,570.00	\$73.00	\$31,682.00	\$86.00	\$37,324.00
11.	SANITARY MANHOLE INTERIOR REHABILITATION	EACH	11	\$3,750.00	\$41,250.00	\$4,000.00	\$44,000.00	\$2,200.00	\$24,200.00
12.	TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00
TOTAL BASE BID					\$2,080,770.00		\$2,297,278.50		\$2,830,875.00

ALTERNATE A

Item No.	Description	Unit	Total Est Qty	Engineer's Estimate		Duininck, Inc; Prinsburg, MN		Quam Construction Company, Inc; Willmar, MN	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A13	CIPP LINING SEWER PIPE 18"	LF	431	\$150.00	\$64,650.00	\$82.00	\$35,342.00	\$86.00	\$37,066.00
A14	SANITARY MANHOLE INTERIOR REHABILITATION	EACH	2	\$3,750.00	\$7,500.00	\$4,000.00	\$8,000.00	\$2,200.00	\$4,400.00
TOTAL ALTERNATE A					\$72,150.00		\$43,342.00		\$41,466.00

ALTERNATE B

Item No.	Description	Unit	Total Est Qty	Engineer's Estimate		Duininck, Inc; Prinsburg, MN		Quam Construction Company, Inc; Willmar, MN	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
B15	CIPP LINING SEWER PIPE 18"	LF	836	\$170.00	\$142,120.00	\$82.00	\$68,552.00	\$86.00	\$71,896.00
B16	SANITARY MANHOLE INTERIOR REHABILITATION	EACH	3	\$3,750.00	\$11,250.00	\$4,000.00	\$12,000.00	\$2,200.00	\$6,600.00
TOTAL ALTERNATE B					\$153,370.00		\$80,552.00		\$78,496.00



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 5

Meeting Date: April 1, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: _____

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

Originating Department: Engineering

Agenda Item: Minn West Lift Station/Lakeland Drive Sewer Project- Budget Amendment

Recommended Action: To approve the amended budget as presented.

Background/Summary: A preliminary budget was developed for the project earlier in 2014. Now that the project bids are in, it is necessary to amend the budget to reflect the actual bid prices.

Alternatives:

1. Amend the budget as presented
2. Delay budget amendments, pending further project review

Financial Considerations: The total estimated cost for the project, is \$3,251,977.76. Of this amount, \$2,999,716.76 is expected to be PFA eligible. The budget also shows expenditures of \$210,261 in Municipal State Aid funds, and \$42,000 in local option sales tax funds.

Preparer: Bruce D. Peterson, AICP
Director of Planning and Development Services

Signature:

Comments:

RESOLUTION NO. ____
FINAL MNWEST LIFT STATION/LAKELAND DRIVE SEWER BUDGET

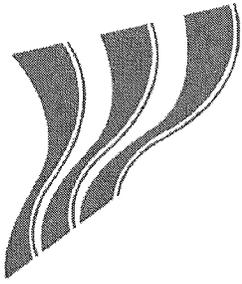
ESTIMATED TOTAL COST \$3,251,977.76

*Budget Amounts are Essential

Code			
	PERSONNEL SERVICES		RECEIVABLES
10*	Salaries Reg. Employees		Property Owners
11*	Overtime Reg. Employees		County
12*	Salaries Temp. Employees		State (PFA)
13*	Employer Pension Contr.		\$2,999,716.76
14*	Employer Ins. Contr.		City (State Aid)
	TOTAL	\$0.00	\$210,261.00
			City (LOST)
			\$42,000.00
			Other
			TOTAL
			\$3,251,977.76
	SUPPLIES		FINANCING
20*	Office Supplies		Bonds
21*	Small Tools		State (PFA)
22*	Motor Fuels & Lubricants		\$2,999,716.76
23*	Postage		City (State Aid)
24	Mtce. of Equipment		\$210,261.00
25	Mtce. of Structures		City (LOST)
26	Mtce. of Other Improvements		\$42,000.00
27	Subsistence of Persons		Other
28	Cleaning & Waste Removal		TOTAL
29*	General Supplies		\$3,251,977.76
	TOTAL	\$0.00	
			GRAND TOTAL
			\$3,251,977.76
	OTHER SERVICES		
30	Communications		
31*	Printing & Publishing		
32	Utilities		
33*	Travel-Conf.-Schools		
34	Mtce. of Equipment		
35	Mtce. of Structures		
36*	Mtce. of Other Impr.	\$2,421,172.50	
37	Subsistence of Persons		
38	Cleaning & Waste Removal		
39*	Other Services		
	TOTAL	\$2,421,172.50	
			_____ Mayor
	OTHER CHARGES		
40	Rents		
41*	Insurance & Bonds		
42	Awards & Indemnities		
43	Subscription/Memberships		
44	Interest		
45	Licenses & Taxes		
46*	Prof. Serv.	\$687,961.60	
47*	Advertising		
48*	Adm. OH (Transfer)		
49	Other Charges	\$142,843.66	
	TOTAL	\$830,805.26	
			_____ City Clerk/Treasurer
	GRAND TOTAL	\$3,251,977.76	

Dated: April 7, 2014

Attest:



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 6

Meeting Date: April 1, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: _____

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

Originating Department: Engineering

Agenda Item: 2014 Highway 12 projects – Consideration of Cooperative Construction Agreement and Amended Level of City Participation

Recommended Action: To approve the cooperative agreement and amended level of cost sharing.

Background/Summary: Earlier this year, the City approved an estimate from MnDOT for cost sharing on the Highway 12 projects. These projects include the rehabilitation and reconstruction of the eastern portion of Highway 12, as well as the new turn lane at 7th Street. The original City share was estimated at approximately \$58,747. The revised cost sharing amount is \$63,920.34. The change was due primarily to the addition of construction engineering services.

Alternatives:

1. Approve the cooperative construction agreement with the amended City share
2. To delay action pending further review

Financial Considerations: The City's share of this project, \$63,920.34, is consistent with past cooperative agreements.

Preparer: Bruce D. Peterson, AICP
Director of Planning and Development Services

Signature:

Comments:

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF WILLMAR
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>3403-68</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>12=010</u>	<u>\$63,920.34</u>
State Project Number (S.P.):	<u>3404-55</u>	
Trunk Highway Number (T.H.):	<u>12=010</u>	
Federal Project Number:	<u>NHPP-HSIP 0012(312)</u>	
Signal System ID	<u>20252, 20255</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Willmar acting through its City Council ("City").

Recitals

1. The State will perform grading, bituminous paving, bridge approach panels, lighting, signals and ADA improvements construction and other associated construction upon, along and adjacent to Trunk Highway No. 12 from 500 feet west of 7th Street to 0.44 miles east of County Road No. 9 according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 3403-68 (T.H. 12=010)("Project"); and
2. The City has requested the State include in its Project traffic signal system revisions and utility adjustment construction; and
3. The City agrees to participate in the costs of the traffic signal system revisions and utility adjustment construction; and
4. Agreement No. 05254 between the State and Kandiyohi County address a detour to carry Trunk Highway No. 12 traffic on County State Aid Highways No. 8, 9 and 23 during construction; and
5. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
6. Operation and maintenance responsibilities for the Traffic Signal Systems covered under this agreement are provided for in existing Traffic Control Signal Agreements between the State and City and will remain in full force and effect; and
7. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration date.* This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of terms.* All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement,

including, without limitation, the following clauses: 3. Maintenance by the City; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 4. Signal System(s) Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 3403-68 (T.H. 12=010) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer and incorporated into this Agreement by reference.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. *Direction, Supervision and Inspection of Construction.*

- A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. *Plan Changes, Additional Construction, Etc.*

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. *Permits*

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the trunk highway right-of-way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-Of-Way" (Form TP2525).

2.6. **Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City.

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes; repair of minor erosion problems; minor structure repair; and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities.
- 3.2. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.3. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, mowing grass boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.4. **Additional Drainage.** Neither party to this Agreement will drain any additional drainage into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics at Willmar and is incorporated into this Agreement by reference.

4. Traffic Signal System(s) Operation and Maintenance

All operation and maintenance terms for Traffic Signal System A, including timing and power provisions, in Traffic Control Signal Agreement No. 58192 dated April, 22 1976, for the existing traffic control signals on T.H. 12 at 7th Street and Litchfield Avenue to 1st Street West on Pacific Avenue will remain in full force and effect.

All operation and maintenance terms for Traffic Signal System B, including timing and power provisions, in Traffic Control Signal Agreement No. 61373 dated March, 8 1983, for the existing traffic control signals on T.H. 12 at County Road No. 124 (Lakeland Drive) will remain in full force and effect.

5. Basis of City Cost

- 5.1. **SCHEDULE "I".** The Preliminary SCHEDULE "I" includes all anticipated City participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 5.2. **City Participation Construction.** The City will participate in the following at the percentages indicated.
 - A. 50 Percent will be the City's rate of cost participation for the removal and installation of Traffic Signal System "A" and State Furnished Materials.
 - B. 100 Percent will be the City's rate of cost participation for the roadway surface and utility adjustment construction.
- 5.3. **State Furnished Materials.** The State will furnish a cabinet and controller ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal system(s) covered under this Agreement. The City's lump sum share for State Furnished Materials is \$13,028.50. The City's cost share for State

Furnished Materials will be added to the City's total construction cost share as shown in the SCHEDULE "I".

5.4. Construction Engineering Costs. The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.

5.5. Plan Changes, Additional Construction, Etc. The City will share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.

5.6. Liquidated Damages. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

6. City Cost and Payment by the City

6.1. City Cost. \$63,920.34 is the City's estimated share of the costs of the contract construction, State Furnished Materials and the 8 percent construction engineering cost share as shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised SCHEDULE "I" based on construction contract unit prices, which will replace and supersede the Preliminary SCHEDULE "I" as part of this agreement.

6.2. Conditions of Payment. The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised SCHEDULE "I", after the following conditions have been met:

A. Execution of this Agreement and transmittal to the City, including a copy of the Revised SCHEDULE "I".

B. The City's receipt of a written request from the State for the advancement of funds.

6.3. Acceptance of the City's Cost and Completed Construction. The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the City as to the satisfactory completion of the contract construction.

6.4. Final Payment by the City

Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final SCHEDULE "I" and submit a copy to the City. The Final SCHEDULE "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

7. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

7.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: maryanne.kellysonnek@state.mn.us

7.2. The City's Authorized Representative will be:

Name/Title: Jared Voge (Bolton & Menk) acting Willmar City Engineer (or successor)
Address: 2040 Highway 12 East, Willmar, MN 56201-5818
Telephone: (32) 231-3956
E-Mail: jaredvo@bolton-menk.com

8. Assignment; Amendments; Waiver; Contract Complete

- 8.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 8.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims

- 9.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 9.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

11. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

12. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

15. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF WILLMAR

DEPARTMENT OF TRANSPORTATION

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

MK-5

PRELIMINARY SCHEDULE "I"
Agreement No. 05329
City of Willmar

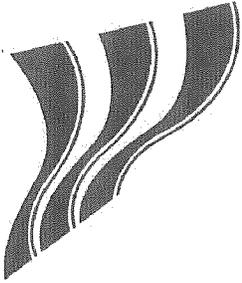
S.P. 3403-68 (T.H. 12=010)
 State Funds

Traffic control signal and utility adjustment construction to start approximately July 7, 2014 under State Contract No. _____ with _____ located on Trunk Highway No. 12 from 500' west of 7th St. in Willmar to .44 mi. east of CR No. 9 in Willmar

CITY OF WILLMAR TRAFFIC SIGNAL COST PARTICIPATION

	Unit	Quantity	Participating Costs	City Cost Participation Rates	Total City Cost
2565.616 Revise Signal System "A"	System	1.00	79,096.00	50.0%	39,548.00
State Furnished Materials - System "A"	System	1.00	26,057.00	50.0%	13,028.50
	Unit	Quantity	Participating Costs	City Cost Participation Rates	Total City Cost
2504.602 Adjust Valve Box	Each	10.00	\$187.00	100.0%	1,870.00
2504.602 Adjust Curb Stop	Each	13.00	150.00	100.0%	1,950.00
2506.522 Adjust Frame & Ring Casting	Each	7.00	357.00	100.0%	2,499.00
2506.602 Reconstruct Drainage Structure	Each	1.00	290.00	100.0%	290.00
Construction and State-Furnished Materials Subtotals					\$59,185.50
Construction Engineering (8%)					4,734.84
Totals (Construction + Construction Engineering)				(1)	\$63,920.34

(1) Amount of advance payment as described in Article 6.2 of the Agreement (Estimated amount)



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 7

Meeting Date: March 31, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date:

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

Originating Department: **Public Works**

Agenda Item: **Motor Grader Purchase**

Recommended Action:

Approve purchase of replacement Motor Grader with trade-in

Background/Summary:

1991 grader does not have front wheel drive. Unit is showing age and signs of wear. All joints have significant play and there are numerous oil leaks. Steel is showing signs of fatigue and failure. Existing unit will be traded in on new unit.

Alternatives:

Keep unit until it fails completely or has no salvage value.

Financial Considerations: State Contract sale \$247,150. Approved budget \$265,590

Preparer: Sean Christensen, Public Works Director

Signature:

Comments:



WILLMAR



PUBLIC WORKS

Memorandum

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

TO: Charlene Stevens, City Administrator

FROM: Sean Christensen, Public Works Director

DATE: March 18, 2014

RE: Purchase and Replacement of a Motor Grader

Staff is in the process of proceeding with the purchase and replacement of a Motor Grader in accordance with the 2014 Capital Outlay Program.

I am requesting approval to replace Unit # 995110 a 1991 John Deere Motor Grader. A Motor Grader would be purchased from RDO Equipment Company for \$247,150.00 through Minnesota State Contract # 73782. Please be advised that the 2014 Capital Outlay Program has included \$265,590.00 for the purchase and replacement of a Motor Grader.

Please let me know if you concur with this submittal.

Approval _____

sl



Investment Proposal for:
 CITY OF WILLMAR
 ** USE ACCT # 3827017 ***
 801 INDUSTRIAL DRIVE SW
 WILLMAR, MN 56201
 Phone: (320) 235-4984



John Bot
 1710 East College Drive
 PO Box 1051
 Marshall, MN 56258
 Phone: (507) 532-0994
 Mobile: (507) 828-6599
 Fax: (507) 532-0993

Thank you for allowing me the opportunity to quote you this equipment. We appreciate your business. John

Equipment: NEW 2014 JOHN DEERE 772G

Key Features

8470T	772G MOTOR GRADER	1010	STANDARD HYDRAULIC CONTROLS
1140	9.0L ENG,EPA FINAL TIER IV	1240	ALTERNATOR 200 AMP
1320	NO QUICK SERVICE	1410	STANDARD FUEL LINES
1610	HYDRAULIC PUMP DISCONNECT	1700	JDLINK ULTIMATE(W/SIM1) N.A.
1830	BLACK EXHAUST STACK	1910	BLADE IMPACT ABSORPTION SYST
2070	14'X27"X1" MB (8" CEX5/8")	2575	NOT TOPCON READY
2605	ENGLISH OPERATOR MANUAL	2775	NO TOPCON RADIO INSTALLATION
2840	DUAL INPUT W/ SLIP CLUTCH	4421	14R24 SNOW MICH W/ 1PC RIM
5030	LOW CAB W/ OPEN WINDOWS	5510	AUTOSHIFT TRANSMISSION
5710	TRANS VALVE SOLENOID GUARD	5830	HYDRAU ALL SEASON XR
6010	CAB PRECLEANER	6120	DELUXE CLOTH SEAT/AIR SUSPEN
6540	RH 7 FUNC CONTROL VALVE	6610	LH 4 FUNC CONTROL VALVE
6740	BALDERSON LIFT GROUP	6830	REAR HITCH AND PIN
7160	DLX LIGHTING PKG W/HAL +8XTR	7810	STANDARD FT FENDERS
8120	CONVERTER, 25 AMP 24V TO 12V	8220	MIRRORS, EXTERNAL HEATED
8320	LESS LOWER FRONT WIPER	8410	RADIO AM/FM/WB
8510	A/C - CHARGE	8730	NO SOUND ABSORPTION PKG(IT4)
8810	REAR CAMERA	9005	REAR FENDERS NARROW
9120	SUNVISOR-FRONT WINDOW	9210	PEDAL DECELERATOR
9270	SNOWPLOW LIGHTS	9360	HEATER ENG COOLANT, 120V
9370	ETHER AID - LESS CANISTER	9395	AJUSTING ROTARY EJECTOR PRCL
9450	REV OVERLAY END BITS	9620	COLD WEATHER CONTROL VALVE COVERS
AT317339	RIGHT HAND BLADE LIFT KIT	9200	LEVEL 1 ELECTRONIC CORROSION PREVENTION PACK
	BEACON - SM4215	1240	200 AMP ALTERNATOR
9909	NON-EXPORT RUST PREVENTIVE COATING		BRONZE CIRCLE INSERTS

Serial Number

TBD (0 Approximated Hours) Equipment Price \$243,778.00

Attachments

NEW	2014 FALLS 2012ASP MID MOUNT POST	No Serial #	\$12,878.00
NEW	2014 LITTLE FALLS MACHINE BFFRBRCE	No Serial #	\$624.00
NEW	2014 LITTLE FALLS MACHINE 1WAYPLOW	No Serial #	\$6,773.00
NEW	2014 FALLS PARALIFT ADAPTER KIT	No Serial #	\$1,662.00
NEW	2014 LITTLE FALLS MACHINE ADAPTRKIT	No Serial #	\$1,662.00

Warranty Information

John Deere / Full Extended / 60 Months / 4000 Hours / \$0.00 Deductible / Expires 06/13/2019 \$7,883.00



Are you interested in getting the most production out of your machines?

Then it's time to ask about Topcon Machine Control Products and how RDO Equipment Co. can provide the solutions that will help make your operation more profitable.

There are solutions available to purchase or rent for: Dozers • Motor Graders • Excavators • Pavers



Additional Items

Other	feight to falls	\$1,201.00
Other	2 LED lights mounted on raised lights	\$389.00
Delivery Out		\$300.00

Estimated Conversion Price: \$277,150.00

TRADE INFORMATION

1991 JOHN DEERE 770BH - DW770BH535110 Hrs 5000 Allowance \$30,000.00

Credit for all Trades: (\$30,000.00)

PROPOSAL SUMMARY

Equipment Total	\$277,150.00
Total Trade-In Allowance	(\$30,000.00)
Sub Total	\$247,150.00
Estimated sales tax to apply (MNEX MN EXEMPT 0%)	\$0.00

Total Investment \$247,150.00

John Bot
Sales Professional
RDO EQUIPMENT CO.
jbot@rdoequipment.com