

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Minot, North Dakota ("Owner") and
Excavating, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Cook's Court Site Improvements & Foundation Remediation.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by EAPC Architects Engineers, P.C.
- 3.02 The Owner has retained EAPC Architects Engineers, P.C. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

NOTE(S) TO USER:

If an entity or individual other than the design engineer will serve as Owner's representative during construction, then make appropriate revisions and additions to this Agreement, the General Conditions, the Supplementary Conditions, and other Contract Documents regarding the construction-phase roles and duties of the design engineer and such other entity or individual.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

NOTE(S) TO USER:

- 1. Select one of the two alternative Paragraphs 4.02 below, and delete the other. The first uses dates for the time of completion; the second uses number of days.*
- 2. If Owner elects to predetermine fixed dates or fixed number of days for completion of the Work, such dates or number of days should be inserted in the appropriate Paragraph 4.02 below prior to the bidding or other*

contractor selection process. If the time for completion will be determined through negotiation or a bidding process that allows bidders to specify the time for completion, then leave the blanks below open until the Contract is finalized (e.g., until after the Successful Bidder has been determined and its proposed completion time accepted).

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before October 1, 2014, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before .

~~{or}~~

~~4.02 *Contract Times: Days N/A*~~

- ~~A. The Work will be substantially completed within days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within days after the date when the Contract Times commence to run.~~

NOTE(S) TO USER:

If the Contract includes Milestones, add the following Paragraph 4.02.B to the selected version of Paragraph 4.02.A:

- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
1. Milestone 1 [event & date/days]
 2. Milestone 2 [event & date/days]
 3. Milestone 3 [event & date/days]

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$ 250.00 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 0 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$ 0 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

NOTE(S) TO USER:

1. *At Substantial Completion, the Owner is able to use the Work for its intended purpose, by definition. See General Conditions, Paragraph 1.01.A. Achieving Substantial Completion is typically a critical deadline, and the associated damages for missing this deadline are typically significant. The subsequent failure to complete the punch list tasks and bring the Work to a complete close by the final completion date may also result in some degree of damages to Owner—though typically these damages are significantly less than the daily damages for not achieving Substantial Completion on time. Some users may choose to establish liquidated damages only for the failure to achieve Substantial Completion. If that is the case, delete paragraphs 4.03.A.2 and .3 above.*
 2. *If failure to achieve a Milestone on time is of such consequence that the assessment of liquidated damages is warranted for the failure to reach the Milestone on time, then retain and complete Paragraph 4.03.A.4; if not, delete it. Add additional similar paragraphs for any additional Milestones subject to a liquidated damages assessment. Liquidated damages for Milestones might, in some cases, be additive to liquidated damages for failing to timely attain Substantial Completion; if so this should be specifically noted.*
- B. *Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$ 0 for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to \$ 0.*

NOTE(S) TO USER:

If early completion would be a benefit to Owner, then consider retaining and completing the bonus clause above as 4.03.B. The daily bonus for early completion need not be exactly the same as the daily post-Substantial Completion liquidated damages amounts, but presumably the two amounts will be reasonably compatible. If no bonus will be offered, then delete 4.03.B.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02

for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

NOTE(S) TO USER:

EJCDC recommends developing daily liquidated damages amounts that comprehensively account for the full range of Owner's damages, including costs of additional engineering, construction observation, inspection, and administrative services, and potential fines or penalties. Some Owners, however, prefer to charge a Contractor that has not completed the Work on schedule for Owner's additional hard-dollar costs for fines and penalties, and for extended engineering, construction observation, inspection, and administrative services; these charges are levied on top of the daily liquidated damages amount. It is very important if this practice is followed to be certain that the liquidated damages amount does not already include or rely in part on the potential for incurring these very same hard-dollar costs; if it does, then the separate charge for actual costs may be regarded as "double dipping" and the entire framework of liquidated damages for late completion may be called into question.

*Those users that choose the "liquidated damages plus actual hard dollar costs" approach may use the preceding "Special Damages" provisions, together with the liquidated damages provisions in Paragraph 4.03, Liquidated Damages, above. **Those users that follow the more conventional path of relying on comprehensive daily liquidated damages to cover the full scope of damage done by late Contractor completion should delete the "Special Damages" provisions—Paragraph 4.04—and rely solely on Paragraph 4.03, Liquidated Damages, above.***

Finally, note that Paragraph 4.04.B above does not refer to fines or penalties. In the typical case, fines and penalties are linked to Substantial Completion, and are not applicable to delays in final completion of the Work.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. ~~For all Work other than Unit Price Work, a lump sum of: \$0.00.~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Item No.	Description	Units	Estimated Quantity	Unit Price	Extended Price
1.	Site Excavation	400	Cy	9.00	3,600.00
2.	Imported Fill (Based upon 30% shrinkage)	4000	Cy	20.50	82,000.00
3.	Clear/Grub/Stripping	1	LS	38,131.00	38,131.00
4.	Ram Aggregate Piers	1	LS	261,500.00	261,500.00
5.	Pier Waste Disposal & Footings Remediation	1	LS	20,800.00	20,800.00
6.	Connect to Existing Storm Sewer	2	Ea	6,600.00	13,200.00
7.	18" Storm Sewer Pipe	60	LF	275.00	16,500.00
8.	Connect to Existing Sanitary Sewer	1	Ea	3,300.00	3,300.00
9.	8" PVC Sanitary Sewer	5	LF	275.00	16,500.00
10.	Connect to Existing Water	2	Ea	4,950.00	9,900.00
11.	4" Domestic Water	20	LF	93.50	1,870.00
12.	6" Fire C900 PVC	20	LF	99.00	1,980.00
13.	4" & 6" TAP & Sleeve & Valve	2	Ea	5,500.00	11,000.00
14.	Imported Granular Fill for Utility in Street	500	Cy	38.50	19,250.00
15.	Repair Street Cut	600	SF	6.60	3,960.00
16.	Replace Curb and Gutter	175	LF	55.00	9,625.00
17.	Additional Rammed Aggregate Piers	1	Ea	412.50	412.50
18.	Additional Casing at RAP	1	Ea	412.50	412.50
19.	Additional RAP mobilization	1	Ea	33,000.00	33,000.00
20.	Additional RAP Load Test	1	Ea	7,700.00	7,700.00
21.	Additional RAP Uplift Load test	1	Ea	7,700.00	7,700.00
22.	Mobilization	1	LS	71,050.00	71,050.00

23.	Bond	1	LS	6,200.00	6,200.00
				TOTAL	624,466.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$624,466.00.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

NOTE(S) TO USER:

1. *If adjustment prices for variations from stipulated Base Bid or other baseline quantities have been agreed to, insert appropriate provisions.*
2. *Depending upon the particular project's pricing structure, use 5.01.A alone; 5.01.A, 5.01.B, and 5.01.C together; 5.01.B alone; or 5.01.D alone, deleting those not used and renumbering accordingly. If 5.01.D is used, Contractor's Bid is attached as an exhibit and listed as a Contract Document in Article 9 below.*

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 10 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 10 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 99 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 1 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

NOTE(S) TO USER:

Typical values used in Paragraph 6.02.B are 100 percent and 200 percent respectively, subject to Laws and Regulations specific to the Project.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

NOTE(S) TO USER:

Modify the above paragraph if there are no such reports or drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

NOTE(S) TO USER:

If the Contract Documents do not identify any Site-related reports and drawings, modify this paragraph accordingly.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 12, inclusive).
 - 2. Performance bond (pages 1 to 4, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. ~~Other bonds.~~ Other Exhibit A pages 1-17 and Exhibit B
 - a. ~~_____ (pages _____ to _____, inclusive).~~

NOTE(S) TO USER:

Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.

- 5. General Conditions (pages 1 to 37, inclusive).
- 6. ~~Supplementary Conditions (pages _____ to _____, inclusive).~~
- 7. Specifications as listed in the table of contents of the Project Manual.
- 8. Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: Cook's Court [or] the Drawings listed on the attached sheet index.
- 9. Addenda (numbers 1 to 2, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages 1 to 22, inclusive).

NOTE(S) TO USER:

1. *As noted in the introduction to this Agreement, in the typical case bidding-related documents such as the Instructions to Bidders and Bid are not included as Contract Documents. Include Contractor's Bid as a Contract Document here only as a matter of necessity, for example if the Bid contains numerous line items and their prices, and rekeying such information would be burdensome and susceptible to error.*
 2. *List other required attachments (if any), such as documentation submitted by Contractor prior to Notice of Award and documents required by funding or lending agencies.*
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

NOTE(S) TO USER:

If any of the items listed are not to be included as Contract Documents, remove such item from the list and renumber the remaining items.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

NOTE(S) TO USER:

- 1. *Delete Paragraph 10.06.A if inapplicable.*
- 2. *Insert other provisions here if applicable.*
- 3. *When the Contractor is required in this Contract to accept assignment of a procurement contract, previously entered into by the Owner (as "Buyer") with a manufacturer or distributor (as "Seller") for the direct purchase of goods (most commonly equipment) and related special services, insert at*

this location in the Agreement language regarding the assignment. For model language, refer to EJCDC® P-200 (Suggested Instructions to Bidders for Procurement Contracts), Notes to User at Article 23. For additional information on assigning a procurement contract, refer to EJCDC® P-001, Commentary on the EJCDC Procurement Documents.

- 4. Performance Requirements and Damages. In some cases the construction contract will contain performance requirements that must be met by the equipment, systems, or facilities constructed or furnished by Contractor. The Owner's remedies for Contractor's failure to meet the performance requirements may include rejection of the items in question; correction remedies; exercise of warranty rights; and acceptance of the underperforming items coupled with a reduction in Contract Price or imposition of damages to compensate Owner for not receiving its full contractual entitlement. Typical damages might be for reduced production or treatment, or for the costs of increased electricity or chemical consumption over the life of the equipment. On some projects the Owner and Contractor may contractually stipulate specific damages that will be owed in the event of specific levels of underperformance. It is important when drafting such provisions to clarify whether the availability of underperformance damages is meant to close off other potential remedies. Most commonly performance provisions (and any stipulated damages amounts) will be located in the Specifications. It may be useful to provide a cross-reference to such provisions here in the Agreement, or in some cases to state the stipulated damages amounts here because of their importance to the pricing of the Contract, which is one of the primary subjects of the Agreement.*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on August 4, 2014 (which is the Effective Date of the Contract).

NOTE(S) TO USER:

- 1. See Article 21 of the Instructions to Bidders and correlate procedures for format and signing of the documents.*
- 2. The Effective Date of the Contract stated above and the dates of any construction performance bond (EJCDC® C-610 or other) and construction payment bond (EJCDC® C-615 or other) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Contract.*

OWNER:

CONTRACTOR:

City of Minot, North Dakota

Excavating, Inc.

By: Chuck Barney 

By: Jeff Anderson 

Title: Mayor

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Attest: _____

Title: city clerk

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

**EXHIBIT A TO AGREEMENT
BETWEEN
CITY OF MINOT, ND, AND EXCAVATING, INC.
FOR
CONSTRUCTION SERVICES**

CDBG Program Requirements

This is an exhibit attached to and made a part of; and incorporated by reference into the Agreement dated August 4, 2014, between City of Minot, ND, (CITY) and Excavating, Inc. (CONTRACTOR) for construction services

1. Civil Rights

The CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The CONTRACTOR agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. The CITY will provide the CONTRACTOR with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

2. Nondiscrimination

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance.

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

The CONTRACTOR shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this nondiscrimination clause. The CONTRACTOR shall

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BETWEEN
CITY OF MINOT, ND, AND EXCAVATING, INC.
FOR
CONSTRUCTION SERVICES**

CDBG Program Requirements

also abide by Title IX of the Education Amendments of 1972 (20 U.S.C.A. 1681 *et seq.*) which prohibits sex discrimination in federally assisted education programs.

3. Affirmative Action

A. Approved Plan (applicable for contractors with 50 or more employees and contracts over \$50,000)
The CONTRACTOR agrees that it shall be committed to carry out, pursuant to the CITY's specifications, an Affirmative Action Program in keeping with the principles as provided in Presidential Executive Order 11246 of September 24, 1965. The CITY will provide Affirmative Action guidelines to the CONTRACTOR to assist in the formulation of such program, upon request.

B. Women/Minority Business Enterprise

The CONTRACTOR shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The CONTRACTOR may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

C. Notifications

The CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the CONTRACTOR's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. EEO/AA Statement

The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CITY, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

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CDBG Program Requirements

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The CONTRACTOR agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. The CITY will provide the Program Administrator with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

4. Section 109 of the Housing and Community Development Act of 1974

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. Section 503 of the Rehabilitation Act of 1973 (29 USC 793) (applicable to contracts and subcontracts over \$10,000)

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

**EXHIBIT A TO AGREEMENT
BETWEEN
CITY OF MINOT, ND, AND EXCAVATING, INC.
FOR
CONSTRUCTION SERVICES**

CDBG Program Requirements

- B. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each CONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

6. Section 504 OF THE Rehabilitation Act of 1973, As Amended

The CONTRACTOR agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program, or activity that receives the benefits from the federal financial assistance.

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7. Age Discrimination Act of 1975

The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

8. Certification of Nonsegregated Facilities (applicable to contracts and subcontracts over \$10,000)

The CONTRACTOR certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this AGREEMENT.

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

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

9. Section 3 of the Housing and Urban Development Act of 1968 – Compliance in the Provision of Training, Employment and Business Opportunities

A. Compliance

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The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders. The CONTRACTOR understands that compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the CITY and the CONTRACTOR. Failure to comply with these requirements shall subject the CITY and the CONTRACTOR, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided, and as set out in 24 C.F.R. Part 135, Subpart D. The CONTRACTOR agrees that no contractual or other disability exists which would prevent compliance with these requirements. The CONTRACTOR shall include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this AGREEMENT is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

B. Notifications

The CONTRACTOR shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The CONTRACTOR shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the CONTRACTOR is in violation of regulations issued by the CITY. The CONTRACTOR will not subcontract with any contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the CONTRACTOR has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

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10. Environmental Conditions

A. Air and Water

The CONTRACTOR agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C.A. 7401 *et seq.*
- Clean Water Act, 33 U.S.C.A. 1368
- Executive Order 11738
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, *et seq.*, 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 *et seq.*, as amended)
- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

B. Flood Disaster Protection

The CONTRACTOR shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

The CONTRACTOR agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. § 570.608 and 24 C.F.R. Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children less than 7 years of age.

D. Historic Preservation

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The CONTRACTOR shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C.A. 470) and the procedures set forth in 36 C.F.R. Part 800, "Protection of Historic Properties," insofar as they apply to the performance of this Agreement. In general this requires approval from the North Dakota Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

E. Wildlife Protection

The CONTRACTOR agrees to comply with the requirements of the Endangered Species Act of 1973, as listed in 50 C.F.R. § 17.11 and 50 C.F.R. Part 402; the Lacey Act (16 U.S.C.A. 3371-3378 *et seq.*, as amended); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661 *et seq.*); Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 *et seq.*); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f *et seq.*, as amended), insofar as they apply to the performance of this Agreement.

11. Energy Efficiency

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

12. Financial Management

The CONTRACTOR shall adhere to standard, Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards and maintain necessary source documentation for all costs incurred under this Agreement.

The CONTRACTOR will provide adequate support documentation to receive payment of CDBG-DR funds in sufficient detail for the CITY and/or the OWNER to determine cost eligibility and allowability.

13. Record-Keeping, Reports, and Audits

A. Records to be maintained

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The CONTRACTOR shall maintain all records required by this Agreement, records required by 24 C.F.R. § 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

1. Records providing a full description of each activity undertaken
2. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
3. Records required determining the eligibility of activities
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
6. Financial standards, as required by 24 C.F.R. § 570.502; and
7. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

B. Property Records

The CONTRACTOR shall maintain real property inventory records, which clearly identify property purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. § 570.606. The CONTRACTOR shall ensure that any independent audit required hereunder includes a report on real property inventory as a supplemental schedule in the audit.

C. Retention

The CONTRACTOR shall retain all records pertinent to expenditures incurred under this Agreement per the State of North Dakota general Records Retention Schedule after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later.

D. Access to Records

The CITY, the PROGRAM MANAGER, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific AGREEMENT, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this AGREEMENT will be maintained in a central location by the unit of local government

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and will be maintained for a period of five (5) years from the official date of the CITY's final closeout of the grant.

E. Inspection

The authorized representative and agents of the CITY, the PROGRAM MANAGER and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, and payrolls, records of personnel, invoices of materials, and other relevant data and records.

F. Reports

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the CITY, pertaining to the work or services undertaken pursuant to this Agreement.

14. Conflict of Interest

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the CONTRACTOR shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this AGREEMENT or to any benefit that may arise there from, but this provision shall not be construed to extend to this AGREEMENT if made with a corporation for its general benefit.

15. Activities and Contracts Not Subject To Executive Order – 11246, as Amended (applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

- 1. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or

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transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The CONTRACTOR shall incorporate foregoing requirements in all subcontracts.

16. Patents

The CONTRACTOR shall hold and save the CITY and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the AGREEMENT including its use by the CITY, unless otherwise specifically stipulated in the Contract Document.

License or Royalty Fees: License and/or Royalty Fees for the use of a process which is mandated or specifically requested by the CITY of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the CITY and not by or through the CONTRACTOR.

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

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17. Copyright

All formal documents and data (not including drafts), produced under this Agreement are the property of the CITY. If this Agreement results in any copyrightable material, the CITY reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use the work. In addition, the CITY may authorize others to use the material.

18. Subcontracts

- A. The CONTRACTOR shall not enter into any subcontract with any CONTRACTOR who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of North Dakota.
- B. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of the CONTRACTOR's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the CONTRACTOR.
- C. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the CONTRACTOR by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the CONTRACTOR the same power as regards terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provision of the contract documents.
- D. Nothing contained in this AGREEMENT shall create any contractual relation between any subcontractor and the CITY.

19. Debarment, Suspension, and Ineligibility

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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20. Breach of Contract Terms

Any violation or breach of terms of this AGREEMENT on the part of the CONTRACTOR may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this AGREEMENT. The duties and obligations imposed by the AGREEMENT documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

21. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and the AGREEMENT shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the AGREEMENT shall forthwith be physically amended to make such insertion or correction.

22. Changes

The CITY may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written and executed amendments to this Contract.

23. Personnel

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this CONTRACTOR. Such personnel shall not be employees of or have any contractual relationship with the CITY or PROGRAM MANAGER.

All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

24. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the CITY must certify, on an annual basis, their compliance with the requirements of the

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"Drug Free-Workplace Act of 1988". Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location, or transport in which the employee is required to be present in order to perform his or her job function.

25. Anti-Kickback Rules

Salaries of personnel performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this AGREEMENT to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

26. Interest of CONTRACTOR

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

27. Political Activity

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

28. Compliance with the Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-87, A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this AGREEMENT.

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29. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made available to any individual or organization without prior written approval of the CITY and PROGRAM MANAGER.

30. Lobbying

The CONTRACTOR certifies, to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. Reversion of Assets

The agreement shall specify that upon its expiration the CONTRACTOR shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the CONTRACTOR's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subcontractor in the form of a loan) in excess of \$25,000 is either:

- a. Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
- b. Not used in accordance with paragraph (b)(7)(i) of this section, in which event the CONTRACTOR shall pay to the recipient an amount equal to the current market value of the property less any

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portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)

32. Payment for Eligible Expenses

The CONTRACTOR understands and agrees that the CITY shall reimburse the CONTRACTOR for only those costs associated with work that has been authorized by CITY and costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD grant funds. No reimbursement shall be made for goods and services received by the CONTRACTOR as in-kind contributions from third parties for assistance to the Program.

32. Repayment of Ineligible Payments

In the event HUD or the CITY determines through investigations and/or monitoring that any payment or reimbursement to CONTRACTOR is ineligible or disallowed, the CONTRACTOR shall immediately and without delay fully reimburse CITY. If the CITY is required to refund moneys previously awarded or drawn down from the U.S. Treasury in reference to this agreement, as a result of CONTRACTOR's sole negligence, willful misconduct, or intentional fraud, the CONTRACTOR agrees to pay an equal amount to CITY, prior to the demand date of payback.

33. CITY May Terminate for Convenience

Upon seven days written notice to CONTRACTOR, CITY may without cause and without prejudice to any other right or remedy of CITY, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

- i. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of terminations, including fair and reasonable sums for overhead and profit on such Work;
- ii. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses; and
- iii. other reasonable expenses directly attributed to termination, including costs incurred to prepare a termination for convenience cost proposal
- iv. Contractor shall not be paid on account of loss of anticipated overhead, profits or revenue, or other economic loss arising out of or resulting from such termination.



Employers Mutual
Casualty Company

717 Mulberry St., Des Moines, IA 50309-3872

Bond No. S424507

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Excavating, Inc.

5820 Highway 2 East, Minot, North Dakota 58701

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to transact business in the State of

North Dakota (hereinafter called "Surety"), as Surety, are held and firmly bound unto the

City of Minot, North Dakota

515 2nd Avenue SW, Minot, North Dakota 58701

(hereinafter called "Obligee"), in the penal sum of Six Hundred Twenty-Four Thousand Four Hundred Sixty-Six

Dollars and no/00 DOLLARS, (\$ 624,466.00), good and lawful money of the United

States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named

Obligee, dated the 4th day of August, 20 14, providing for the

construction or supply of, Construction of the Cook's Court Site Improvements and Foundation Remediation.

Minot, North Dakota

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

NOW, THEREFORE, IF the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, then this obligation to be void; otherwise to remain in full force and virtue.

SIGNED and sealed this 19th day of August, 20 14.

WITNESS:


(If Individual or Firm)


ATTEST:

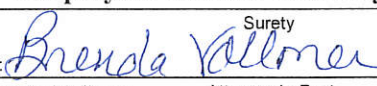

(If Corporation)

Excavating, Inc.

Principal

[Seal]

By: 
Jeff Anderson President
Employers Mutual Casualty Company

By: 
Brenda Vollmer Attorney-in-Fact

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.



Employers Mutual
Casualty Company

717 Mulberry St., Des Moines, IA 50309-3872

Bond No. S424507

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Excavating, Inc.

5820 Highway 2 East, Minot, North Dakota 58701

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa with its principal office in the CITY OF DES MOINES, IOWA,

and authorized to transact business in the State of North Dakota as Surety, are held and firmly bound unto City of Minot, North Dakota

515 2nd Avenue SW, Minot, North Dakota 58701

(hereinafter called "Obligee"), in the penal sum of Six Hundred Twenty-Four Thousand Four Hundred Sixty-Six
Dollars and no/00.

DOLLARS (\$ 624,466.00), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

SEALED, with our seals and dated 19th day of August, 20 14.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the 4th day of August, 20 14, providing for the construction or supply of,
Construction of the Cook's Court Site Improvements and Foundation Remediation.
Minot, North Dakota

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein for the purpose of explaining but not of varying or enlarging the obligation.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety, upon the express condition that no right of action shall accrue upon or by reason hereof, to or for the use or benefit of any one other than the Obligee named herein; and the obligation of the Surety is and shall be construed strictly as one of suretyship only.

WITNESS:

Michelle Lyons
(If Individual of Firm)

ATTEST:

Michelle Lyons
(If Corporation)

Excavating, Inc.

Principal

[Seal]

By: *Jeff Anderson*

Jeff Anderson

President

Employers Mutual Casualty Company

Surety

[Seal]

By: *Brenda Vollmer*

Brenda Vollmer

Attorney-in-Fact

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.

CORPORATION ACKNOWLEDGMENT

STATE OF North Dakota

)ss

COUNTY OF Ward

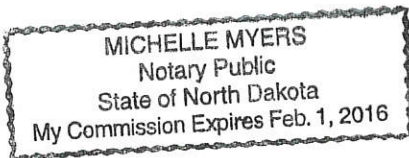
On this 19 day of August In the year 2014 before me,

Michelle Myers a Notary Public, personally appeared Jeff Anderson

Known to me (or proved to me on the oath of _____) to be the

President (or other office or person) of the corporation that is described in and that executed

The within instrument, and acknowledged to me that such corporation executed the same.



Michelle Myers

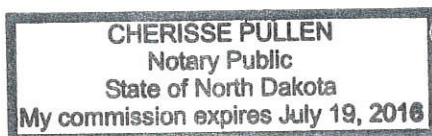
ACKNOWLEDGEMENT OF SURETY

STATE OF North Dakota

)ss

COUNTY OF Ward

On this 19th day of August in the year 2014 before me, Cherisse Pullen a Notary Public,
personally appeared Brenda Vollmer Known to me (or proved to me on the oath of
_____) to be the Person who is described in and whose name is subscribed to the within
instrument as the attorney-in-fact of Employers Mutual Casualty Company and acknowledged to me
that they subscribed the name of Employers Mutual Casualty Company thereto as surety and their own
name as attorney in fact.



Cherisse Pullen

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
RYON BOEN, CASEY L. TOMPKINS, BRENDA VOLLMER, LUALAN HANSON, KARI SULLIVAN

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Five Million Dollars.....\$5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2015 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

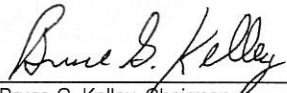
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this
9th day of OCTOBER, 2013

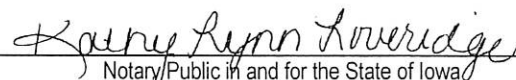
Seals




Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7


Michael Freel
Assistant Vice President

On this 9th day of OCTOBER, AD 2013 before me a
Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel,
who, being by me duly sworn, did say that they are, and are known to me to be the Chairman,
President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary,
respectively, of each of The Companies above; that the seals affixed to this instrument are the
seals of said corporations; that said instrument was signed and sealed on behalf of each of the
Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley
and Michael Freel, as such officers, acknowledged the execution of said instrument to be the
voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.


Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies,
and this Power of Attorney issued pursuant thereto on OCTOBER 9, 2013 on behalf of:
RYON BOEN, CASEY L. TOMPKINS, BRENDA VOLLMER, LUALAN HANSON, KARI SULLIVAN

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of
each Company this 19th day of August, 2014

 Vice President

PAYROLL DEDUCTION AUTHORIZATION FORM

Name of Grant Recipient CITY OF MINOT

Project Description COOK'S COURT - HUD CDBG PROJECT# B-12-MT-38-0001

Employee Name JEFF ANDERSON

Employer EXCAVATING INC

One box should be marked with an "x". Occasionally more than one box will be marked.

In addition to deductions authorized by law, such as social security and income taxes, the following deduction(s) will be subtracted from the employee's paycheck(s)

<input checked="checked" type="checkbox"/>	I authorize weekly deduction(s) as described below.
<input type="checkbox"/>	I authorize a one-time deduction(s), as described below.
<input type="checkbox"/>	I authorize deduction(s), below, to be subtracted from my paycheck for ____ weeks.

<u>Description of Additional Deductions*</u>	<u>Amount</u>
401K RETIREMENT PLAN	12% OF GROSS WAGE

Employee Signature



Date

9-3-11

*Types of deductions may include retirement, health insurance, uniforms, loans and advance on wages. Deductions for garnishments, such as court orders and child support, may be authorized by this form or an appropriate legal document.

PAYROLL DEDUCTION AUTHORIZATION FORM

Name of Grant Recipient CITY OF MINOT

Project Description COOK'S COURT - HUD CDBG PROJECT# B-12-MT-38-0001

Employee Name MELVIN BACHMEIER

Employer EXCAVATING INC

One box should be marked with an "x". Occasionally more than one box will be marked.

In addition to deductions authorized by law, such as social security and income taxes, the following deduction(s) will be subtracted from the employee's paycheck(s)

<input checked="checked" type="checkbox"/>	I authorize weekly deduction(s) as described below.
<input type="checkbox"/>	I authorize a one-time deduction(s), as described below.
<input type="checkbox"/>	I authorize deduction(s), below, to be subtracted from my paycheck for _____ weeks.

<u>Description of Additional Deductions*</u>	<u>Amount</u>
401K RETIREMENT PLAN	6% OF GROSS WAGE
BCBS HEALTH INSURANCE	\$150.00

Employee Signature

Melvin Bachmeier

Date

8-28-14

*Types of deductions may include retirement, health insurance, uniforms, loans and advance on wages. Deductions for garnishments, such as court orders and child support, may be authorized by this form or an appropriate legal document.

PAYROLL DEDUCTION AUTHORIZATION FORM

Name of Grant Recipient CITY OF MINOT

Project Description COOK'S COURT - HUD CDBG PROJECT# B-12-MT-38-0001

Employee Name CLARENCE BERG

Employer EXCAVATING INC

One box should be marked with an "x". Occasionally more than one box will be marked.

In addition to deductions authorized by law, such as social security and income taxes, the following deduction(s) will be subtracted from the employee's paycheck(s)

X

I authorize weekly deduction(s) as described below.

I authorize a one-time deduction(s), as described below.

I authorize deduction(s), below, to be subtracted from my paycheck for _____ weeks.

<u>Description of Additional Deductions*</u>	<u>Amount</u>
401K RETIREMENT PLAN	6% OF GROSS WAGE
BCBS HEALTH INSURANCE	\$75.00

Employee Signature

Clarence M. Berg

Date

8/27/14

*Types of deductions may include retirement, health insurance, uniforms, loans and advance on wages. Deductions for garnishments, such as court orders and child support, may be authorized by this form or an appropriate legal document.

PAYROLL DEDUCTION AUTHORIZATION FORM

Name of Grant Recipient CITY OF MINOT

Project Description COOK'S COURT - HUD CDBG PROJECT# B-12-MT-38-0001

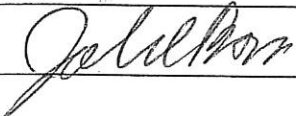
Employee Name JAKE BOSCHEE

Employer EXCAVATING INC

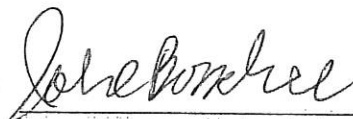
One box should be marked with an "X". Occasionally more than one box will be marked.

In addition to deductions authorized by law, such as social security and income taxes, the following deduction(s) will be subtracted from the employee's paycheck(s)

<input checked="checked" type="checkbox"/>	I authorize weekly deduction(s) as described below.
<input type="checkbox"/>	I authorize a one-time deduction(s), as described below.
<input type="checkbox"/>	I authorize deduction(s), below, to be subtracted from my paycheck for _____ weeks.

<u>Description of Additional Deductions*</u>	<u>Amount</u>
401K RETIREMENT PLAN	12% OF GROSS WAGE
	

Employee Signature



Date

9/3/14

*Types of deductions may include retirement, health insurance, uniforms, loans and advance on wages. Deductions for garnishments, such as court orders and child support, may be authorized by this form or an appropriate legal document.

PAYROLL DEDUCTION AUTHORIZATION FORM

Name of Grant Recipient CITY OF MINOT

Project Description COOK'S COURT - HUD CDBG PROJECT# B-12-MT-38-0001

Employee Name MARSHALL ERICKSON

Employer EXCAVATING INC

One box should be marked with an "x". Occasionally more than one box will be marked.

In addition to deductions authorized by law, such as social security and income taxes, the following deduction(s) will be subtracted from the employee's paycheck(s)

<input checked="checked" type="checkbox"/>	I authorize weekly deduction(s) as described below.
<input type="checkbox"/>	I authorize a one-time deduction(s), as described below.
<input type="checkbox"/>	I authorize deduction(s), below, to be subtracted from my paycheck for _____ weeks.

<u>Description of Additional Deductions*</u>	<u>Amount</u>

Employee Signature

Marshall Erickson

Date

9/3/14

*Types of deductions may include retirement, health insurance, uniforms, loans and advance on wages. Deductions for garnishments, such as court orders and child support, may be authorized by this form or an appropriate legal document.

PAYROLL DEDUCTION AUTHORIZATION FORM

Name of Grant Recipient CITY OF MINOT

Project Description COOK'S COURT - HUD CDBG PROJECT# B-12-MT-38-0001

Employee Name DEAN FORBES

Employer EXCAVATING INC

One box should be marked with an "x". Occasionally more than one box will be marked.

In addition to deductions authorized by law, such as social security and income taxes, the following deduction(s) will be subtracted from the employee's paycheck(s)

<input checked="checked" type="checkbox"/>	I authorize weekly deduction(s) as described below.
<input type="checkbox"/>	I authorize a one-time deduction(s), as described below.
<input type="checkbox"/>	I authorize deduction(s), below, to be subtracted from my paycheck for _____ weeks.

<u>Description of Additional Deductions*</u>	<u>Amount</u>
401K RETIREMENT PLAN	6% OF GROSS WAGE

Employee Signature Dean Forbes

Date 8-27-14

*Types of deductions may include retirement, health insurance, uniforms, loans and advance on wages. Deductions for garnishments, such as court orders and child support, may be authorized by this form or an appropriate legal document.

PAYROLL DEDUCTION AUTHORIZATION FORM

Name of Grant Recipient CITY OF MINOT

Project Description COOK'S COURT - HUD CDBG PROJECT# B-12-MT-38-0001

Employee Name CHAD LAMBERT

Employer EXCAVATING INC

One box should be marked with an "X". Occasionally more than one box will be marked.

In addition to deductions authorized by law, such as social security and income taxes, the following deduction(s) will be subtracted from the employee's paycheck(s)

<input checked="checked" type="checkbox"/>	I authorize weekly deduction(s) as described below.
<input type="checkbox"/>	I authorize a one-time deduction(s), as described below.
<input type="checkbox"/>	I authorize deduction(s), below, to be subtracted from my paycheck for _____ weeks.

<u>Description of Additional Deductions*</u>	<u>Amount</u>
401K RETIREMENT PLAN	6% OF GROSS WAGE
CHILD SUPPORT	\$154.39
AFLAC PRETAX	\$ 15.00
AFLAC TAXABLE	\$ 25.00
BCBS HEALTH INSURANCE	\$150.00

Employee Signature



Date

9-3-14

*Types of deductions may include retirement, health insurance, uniforms, loans and advance on wages. Deductions for garnishments, such as court orders and child support, may be authorized by this form or an appropriate legal document.

PAYROLL DEDUCTION AUTHORIZATION FORM

Name of Grant Recipient CITY OF MINOT

Project Description COOK'S COURT - HUD CDBG PROJECT# B-12-MT-38-0001

Employee Name DONAL LEONARD


Employer EXCAVATING INC

One box should be marked with an "x". Occasionally more than one box will be marked.

In addition to deductions authorized by law, such as social security and income taxes, the following deduction(s) will be subtracted from the employee's paycheck(s)

<input checked="checked" type="checkbox"/>	I authorize weekly deduction(s) as described below.
<input type="checkbox"/>	I authorize a one-time deduction(s), as described below.
<input type="checkbox"/>	I authorize deduction(s), below, to be subtracted from my paycheck for _____ weeks.

<u>Description of Additional Deductions*</u>	<u>Amount</u>
401K RETIREMENT PLAN	10% OF GROSS WAGE
AFLAC PRETAX	\$15.69
AFLAC TAXABLE	\$23.66

Employee Signature 

Date 9-3-14

*Types of deductions may include retirement, health insurance, uniforms, loans and advance on wages. Deductions for garnishments, such as court orders and child support, may be authorized by this form or an appropriate legal document.

PAYROLL DEDUCTION AUTHORIZATION FORM

Name of Grant Recipient CITY OF MINOT

Project Description COOK'S COURT - HUD CDBG PROJECT# B-12-MT-38-0001

Employee Name GOLDEN MELLAND

Employer EXCAVATING INC

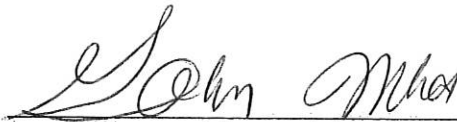
One box should be marked with an "X". Occasionally more than one box will be marked.

In addition to deductions authorized by law, such as social security and income taxes, the following deduction(s) will be subtracted from the employee's paycheck(s)

<input checked="checked" type="checkbox"/>	I authorize weekly deduction(s) as described below.
<input type="checkbox"/>	I authorize a one-time deduction(s), as described below.
<input type="checkbox"/>	I authorize deduction(s), below, to be subtracted from my paycheck for _____ weeks.

<u>Description of Additional Deductions*</u>	<u>Amount</u>
401K RETIREMENT PLAN	6% OF GROSS WAGE
BCBS HEALTH INSURANCE	\$500.00
AFLAC PRETAX	\$ 15.00
AFLAC TAXABLE	\$ 5.00

Employee Signature



Date

8-27-14

*Types of deductions may include retirement, health insurance, uniforms, loans and advance on wages. Deductions for garnishments, such as court orders and child support, may be authorized by this form or an appropriate legal document.

PAYROLL DEDUCTION AUTHORIZATION FORM

Name of Grant Recipient CITY OF MINOT

Project Description COOK'S COURT - HUD CDBG PROJECT# B-12-MT-38-0001

Employee Name JEFF MITCHEL

Employer EXCAVATING INC

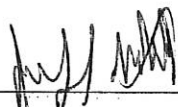
One box should be marked with an "x". Occasionally more than one box will be marked.

In addition to deductions authorized by law, such as social security and income taxes, the following deduction(s) will be subtracted from the employee's paycheck(s)

<input checked="checked" type="checkbox"/>	I authorize weekly deduction(s) as described below.
<input type="checkbox"/>	I authorize a one-time deduction(s), as described below.
<input type="checkbox"/>	I authorize deduction(s), below, to be subtracted from my paycheck for _____ weeks.

<u>Description of Additional Deductions*</u>	<u>Amount</u>
401K RETIREMENT PLAN	6% OF GROSS WAGE
BCBS HEALTH INSURANCE	\$50.00

Employee Signature



Date

8/21/14

*Types of deductions may include retirement, health insurance, uniforms, loans and advance on wages. Deductions for garnishments, such as court orders and child support, may be authorized by this form or an appropriate legal document.

TABLE A
BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Estimated Total Dollar Amount	Estimated No. of Contacts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses
GEDPIER	1		0	0
INSTALLATION				

Section 3 Business Concern

A business concern, which is located in or owned in substantial part (at least 50%) by persons residing in the same non-metropolitan county as the project.

PETERSON CONTRACTORS, INC
Company

COOKS COURT SITE IMPROVEMENTS
Project Name

3942
Project Number

JESSE SPAIN
Person Completing Form

7-26-14
Date

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. Of Positions to be Filled with Section 3 Residents
Officer/Supervisors	2	2	0	0
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE: OPERATORS				
Journeyman	2	2	0	0
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan area of the state.

PETERSON CONTRACTORS INC
Company

COOKS COURT SITE IMPROVEMENTS
Project Name

3942
Project Number

JESSE SPAIN
Person Completing Form

7-26-14
Date

J4855

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient): CDM Smith

Date: 8/21/14

Project Number (if any) B-12-MT-38-0001

c/o Kevin Floof

Project Name Cook's Court

1. The undersigned, having executed a contract with Excavating Inc. for the construction of the above-identified project, acknowledges that:

- a. The Labor Standards provisions are included in the aforesaid contract;
- b. Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- a. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (28 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- a. The legal name and the business address of the undersigned are:

PETERSON CONTRACTORS INC
164 BLACKHAWK ST. POBOX A
REINBECK, IA 50669

- b. The undersigned is:

☒ A SINGLE PROPRIETORSHIP ☒ A CORPORATION ORGANIZED IN THE STATE OF IDAHO
☐ A PARTNERSHIP ☐ OTHER ORGANIZATION

- c. The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Cordell Q. Peterson - President/Treasurer		211 Valley Drive, Reinbeck, IA 50669
Gale M. Peterson Jr - VP/Secretary		1009 Blackhawk St., Reinbeck, IA 50669
Mark E Peterson - Asst. Secretary		1011 Blackhawk St., Reinbeck, IA 50669
Michael Q Peterson - Asst. Treasurer		408 West St., Reinbeck, IA 50669

HUD-1421(6-75)

J4855

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
NONE		

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
NONE		

Peterson Contractors, Inc.
(Contractor)

Date 8-29-14 By [Signature]

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever... makes, passes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

J4855

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Excavating Inc.

B-12-MT-38-0001

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

INSTRUCTIONS:

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☒ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☒ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

☒ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ YES ☒ NO

NAME AND TITLE OF SIGNER (Please type):

LAUREN CALL Asst EEO OFFICER

SIGNATURE:

DATE:

Lauren Call

03-29-84

TABLE A
BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Estimated Total Dollar Amount	Estimated No. of Contacts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses
Utilities	1	80,000	1	80,000

Section 3 Business Concern

A business concern, which is located in or owned in substantial part (at least 50%) by persons residing in the same non-metropolitan county as the project.

Post Contractor Inc
Company

Cook's Court
Project Name

B-12-MT-38-0001
Project Number

C. C. P. H.
Person Completing Form

8-21-2014
Date

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. Of Positions to be Filled with Section 3 Residents
Officer/Supervisors	1	1	Ø	Ø
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical	1	1	Ø	Ø
Service Workers				
Others <i>co-perate</i>	3	3	Ø	Ø
TRADE:				
Journeyman				
Helpers	3	3	Ø	Ø
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan area of the state.

Post Construction Inc
Company

Cook's Court
Project Name

B-12-MT-38-0001
Project Number

C. J. P.
Person Completing Form

8-21-2014
Date

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Excavating Inc.	B-12-MT-38-0001
NAME OF PRIME CONTRACTOR	PROJECT NUMBER

INSTRUCTIONS:

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code):

Post Construction Inc.
3005 Vally St
Minot, ND 58701

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☒ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☒ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

☒ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ YES ☒ NO

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE:

DATE:

Cathy John Post President
Cathy Post *8-21-2014*

**CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES**

Excavating Inc. Cook's Court B-12-MT-38-0001
Name of Prime Contractor Project Name and Number

The undersigned hereby certifies that

- a. Section 3 provisions are included in the Contract
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings.
- c. No segregated facilities will be maintained, as required by Title IV of the Civil Rights Act of 1964.

Conley J Post president
Name and Title of Signer (Print or Type)

Conley J Post 8-21-14
Signature Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient): CDM Smith

Date 8/21/14

Project Number (if any) B-12-MT-38-0001

c/o Kevin Ploof

Project Name Cook's Court

1. The undersigned, having executed a contract with Excavating Inc. for the construction of the above-identified project, acknowledges that:

- a. The Labor Standards provisions are included in the aforesaid contract;
- b. Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- a. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- a. The legal name and the business address of the undersigned are:

Post Contractor Inc 3005 Valley St Minn MN

- b. The undersigned is:

☐ A SINGLE PROPRIETORSHIP ☒ A CORPORATION ORGANIZED IN THE STATE OF ND
☐ A PARTNERSHIP ☐ OTHER ORGANIZATION

- c. The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Conley T Post</u>	<u>president</u>	<u>3005 Valley St Minn</u>

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- d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
None		

- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
None		

Post Construction Inc
(Contractor)

Date 8-21-14 By C. J. Pt

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

TABLE A
BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

[illegible]

Section 3 Business Concern

A business concern, which is located in or owned in substantial part (at least 50%) by persons residing in the same non-metropolitan county as the project.

Premier Landscaping
Company

Cook's Court

Project Name

B-12-MT-38-0001

Project Number

Billy Ziegler
Person Completing Form

8-25-14
Date

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. Of Positions to be Filled with Section 3 Residents
Officer/Supervisors	2	2	0	0
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others	3	3	0	0

Section 3 Resident

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan area of the state.

Premier Landscaping
Company

Cook's Court
Project Name

B-12-MT-38-0001
Project Number

Billy Ziegler
Person Completing Form

8-25-14
Date

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Excavating Inc.	B-12-MT-38-0001
NAME OF PRIME CONTRACTOR	PROJECT NUMBER

INSTRUCTIONS:

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code): Premier Landscaping PO Box 606
Minot, ND 58701

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☒ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☒ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

☒ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?


☐ YES ☒ NO

NAME AND TITLE OF SIGNER (Please type):

Billy Ziegler President

SIGNATURE:

DATE:



8-25-14

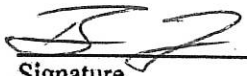
**CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES**

Excavating Inc. Cook's Court B-12-MT-38-0001
Name of Prime Contractor Project Name and Number

The undersigned hereby certifies that

- a. Section 3 provisions are included in the Contract
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings.
- c. No segregated facilities will be maintained, as required by Title IV of the Civil Rights Act of 1964.

Billy Ziegler President
Name and Title of Signer (Print or Type)

 8-25-14
Signature Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient): CDM Smith

Date 8/21/14
Project Number (if any) B-12-MT-38-0001

do Kevin Ploof

Project Name Cook's Court

1. The undersigned, having executed a contract with Excavating Inc. for the construction of the above-identified project, acknowledges that:

- a. The Labor Standards provisions are included in the aforesaid contract;
- b. Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- a. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- a. The legal name and the business address of the undersigned are:

Premier Landscaping PO Box 606
Mount ND 58702

- b. The undersigned is:

☐ A SINGLE PROPRIETORSHIP ☒ A CORPORATION ORGANIZED IN THE STATE OF ND
☐ A PARTNERSHIP ☐ OTHER ORGANIZATION

- c. The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Billy Ziegler</u>	<u>President</u>	<u>PO Box 606 Mount ND 58702</u>
<u>Alan Packalak</u>	<u>Secretary</u>	<u>PO Box 606 Mount ND 58702</u>

HUD-1421(6-75)

- d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
None		

- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
None		

Premier Landscaping
(Contractor)

Date 8-25-14 By [Signature]

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

[illegible]

Section 3 Business Concern

A business concern, which is located in or owned in substantial part (at least 50%) by persons residing in the same non-metropolitan county as the project.

Bechtold Paving Inc.
Company

Cook's Court

Project Name

B-12-MT-38-0001

Project Number

Mac Kersten
Person Completing Form

8-21-14
Date

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. Of Positions to be Filled with Section 3 Residents
Officer/Supervisors	1	1	—	—
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical	2	2	—	—
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others	4	4	—	—

Section 3 Resident

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan area of the state.

Bechtold Paving Inc.
Company

Cook's Court
Project Name

B-12-MT-38-0001
Project Number

Mac Kersten
Person Completing Form

8-21-14
Date

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Excavating Inc.	B-12-MT-38-0001
NAME OF PRIME CONTRACTOR	PROJECT NUMBER

INSTRUCTIONS:

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code): Bechtold Paving Inc.

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☒ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☒ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

☒ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ YES ☒ NO

NAME AND TITLE OF SIGNER (Please type):

<u>Mac Kersten</u>	<u>8-21-14</u>
SIGNATURE:	DATE:
<u>Mac Kersten</u>	

Excavating Inc.	Cook's Court B-12-MT-38-0001
Name of Prime Contractor	Project Name and Number

- a. Section 3 provisions are included in the Contract
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings.
- c. No segregated facilities will be maintained, as required by Title IV of the Civil Rights Act of 1964.

Mac Kersten, Estimator
Name and Title of Signer (Print or Type)

Signature Max Kuster Date 8-21-14

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient): CDM Smith

Date 8/21/14

Project Number (if any) B-12-MT-38-0001

c/o Kevin Ploof

Project Name Cook's Court

1. The undersigned, having executed a contract with Excavating Inc. for the construction of the above-identified project, acknowledges that:

- a. The Labor Standards provisions are included in the aforesaid contract;
- b. Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- a. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

a. The legal name and the business address of the undersigned are:

Bechtold Paving Inc
5140 Hwy. 2 E. Minot, ND 58701

b. The undersigned is:

- ☐ A SINGLE PROPRIETORSHIP ☒ A CORPORATION ORGANIZED IN THE STATE OF ND
☐ A PARTNERSHIP ☐ OTHER ORGANIZATION

c. The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Steve Berg</u>	<u>President</u>	<u>5140 Hwy. 2 E.</u>
<u>Clarey Tryhus</u>	<u>Vice President</u>	<u>Minot, ND 58701</u>
<u>Mac Kersten</u>	<u>Sec. / Treas.</u>	

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- d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
None		

- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
None		

Bechtold Paving Inc.
(Contractor)

Date 8-21-14 By Mar [Signature]

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

TABLE A
BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Estimated Total Dollar Amount	Estimated No. of Contacts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses
Tree Service	1	2,500.00	1	2,500.00

Section 3 Business Concern

A business concern, which is located in or owned in substantial part (at least 50%) by persons residing in the same non-metropolitan county as the project.

Klingle Tree Service
 Company

Cook's Court
 Project Name

B-12-MT-38-0001
 Project Number

Larry Klingle
 Person Completing Form

8/25/14
 Date

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. Of Positions to be Filled with Section 3 Residents
Officer/Supervisors	1	1	0	0
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others	1	1	0	0
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan area of the state.

Klimple Tree Service

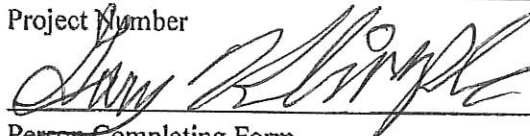
Company

Cook's Court

Project Name

B-12-MT-38-0001

Project Number



Person Completing Form

8/25/14

Date

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Excavating Inc.

B-12-MT-38-0001

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

INSTRUCTIONS:

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code):

*P.O. Box 236 Minot N.D.
Klimple Tree Service*

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☒ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☒ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

☒ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ YES ☒ NO

NAME AND TITLE OF SIGNER (Please type):

Larry Klimple *Owner*

SIGNATURE:

Larry Klimple

DATE:

8/25/14

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient): CDM Smith

Date: 8/21/14

Project Number (if any) B-12-MT-38-0001

c/o Kevin Ploof

Project Name Cook's Court

1. The undersigned, having executed a contract with Excavating Inc. for the construction of the above-identified project, acknowledges that:

- a. The Labor Standards provisions are included in the aforesaid contract;
- b. Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- a. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- a. The legal name and the business address of the undersigned are:

Humble Tree Service P.O. Box 236 Minot, N.D.

- b. The undersigned is:

☒ A SINGLE PROPRIETORSHIP ☐ A CORPORATION ORGANIZED IN THE STATE OF _____
☐ A PARTNERSHIP ☐ OTHER ORGANIZATION

- c. The name, title and address of the owner, partners or officers of the undersigned are:

NAME

TITLE

ADDRESS

HUD-1421(6-75)

- d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST

- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Klimple Tree Service

(Contractor)

Date

8/25/14

By

Gary B. Klimple

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

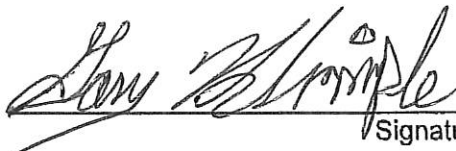
**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Klingle Tree Service Cook's Court B-12-MT-38-0001
Name of Subcontractor Project Name and Number

The undersigned hereby certifies that

- a. Section 3 provisions are included in the Contract
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- c. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

OWNER
Name and Title of Signer (Print or Type)

 8/25/14
Signature Date

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of North Dakota

County of Ward ss.

Michelle Myers, being first duly sworn, deposes and says that:

1. He is Gary Klimple of Klimple Tree SVC, hereinafter referred to as the "subcontractor";
2. He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to Excavating Inc., the Contractor for certain work in connection with the Civil Contract pertaining to the Project in Minot (City or County and State);
3. Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Minot (Grantee/Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Gary Klimple

(Title)

Owner

Subscribed and sworn to before me

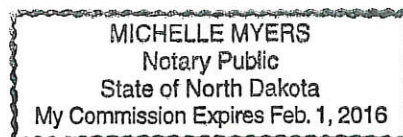
this 25 day of August, 2014

Michelle Myers

(Notary Public)

My commission expires:

February 1, 2016



STATEMENT OF COMPLIANCE

Computer Generated By
Excavating, Inc.

Public reporting for this collection of information is estimated to average 16 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintain the at needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Washington Headquarters Services, Directorate for information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204 Arlington, VA 22202-4302, and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington DC 20503

1. Payroll Number 1	2. Payroll Payment Date 09/05/2014	3. Contract Number HUD CDBG #b-12-MT-38-0001	4. Date (MMDDYYYY) 09/03/2014
------------------------	---------------------------------------	---	----------------------------------

I, Michelle Myers, Office Manager do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Excavating Inc
(Contractor or sub contractor)

on the Cook's Court- HUD CDBG#B-12-MT-38-0001 : that during the payroll period commencing on the 24 day of
(Building or Work Site)

August, 2014 and ending the 30 day of August, 2014, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made

either directly or in-directly to or on behalf of said Excavating Inc, from the full weekly wages
(Contractor or Subcontractor)

earned by any person that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations Part 3 (29 CFR Subtitle A), Issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat.948.63 Stat. 108, 72 Stat.967; 76 Stat. 357; 40 USC 276c) and described below:

**Federal Withholding, ND Withholding, MN Withholding, FICA, Child Support,
Health, Dental & Vision Insurance, 401k, Wage Garnishment, Aflac (Insurance),
Payback of Advanced Funds Without Discount or Interest**

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, Payments of fringe benefits as listed in the contract have been or will be Made to appropriate programs for the benefit of such employees except as noted in Section 4c below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less then the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract except as noted in section 4c below.

(C) EXCEPTIONS

Exception (Craft)	Explanation

Remarks
Wage Rate Decision: ND140015 - 01-03-2014 ND15

NAME AND TITLE Michelle Myers, Office Manager	SIGNATURE 
--	---

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

Date : 09/03/2014
Time : 12:45:10PM

Excavating, Inc.
5820 Hwy 2 East Minot ND 58701-8223
CERTIFIED PAYROLL REGISTER
For the pay period ending 08/30/2014

Page : 1

Job : 1406 CITY OF MINOT

0

EMPLOYEE SOC SEC NUM SKILL	MINORITY	LEV	SEX	TYP	HOURS WORKED EACH DAY							BFT RATE	PAY RATE	TOTAL	THIS JOB ADJUSTMENTS	THIS PAY PERIOD			DEDUCS NET
					8/24 Sun	8/25 Mon	8/26 Tue	8/27 Wed	8/28 Thu	8/29 Fri	8/30 Sat					UNION/WC/401K/125	TAXES		
Melvin M Bachmeier				S	0.00	1.00	0.00	0.00	1.00	0.00	0.00	0.000	26.000	2.00		DED 240.48 FIT 137.61		52.00	
XXX-XX-8980	None															BFT 45.24 SSMD 104.24		1,508.00	
004 - LABORER-GROUP #1		LB	Male													BFTNET 4.70 State 13.00		1,272.22	
																Total Hours : 52.00 Local 0.00		495.33	
																Check # 76694 Other 0.00		1,017.37	
																Regular			
Melvin M Bachmeier				S	0.00	0.00	0.00	0.00	2.00	0.00	0.00	2.350	26.000	2.00		DED 240.48 FIT 137.61		52.00	
XXX-XX-8980	None															BFT 45.24 SSMD 104.24		1,508.00	
1406 - 1406-BOBCAT		OPR	Male													BFTNET 4.70 State 13.00		1,272.22	
																Total Hours : 52.00 Local 0.00		495.33	
																Check # 76694 Other 0.00		1,017.37	
																Regular			
Clarence M Berg				S	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.230	26.700	3.00		DED 55.27 FIT 108.16		80.10	
XXX-XX-1132	None															BFT 27.63 SSMD 70.53		921.15	
1406K - 1406-SEMI		SEMI	Male													BFTNET 0.69 State 15.14		866.57	
																Total Hours : 34.50 Local 0.00		249.10	
																Check # 76695 Other 0.00		672.74	
																Regular			
Dean L Forbes				S	0.00	0.00	0.00	0.00	2.00	0.00	0.00	3.170	28.700	2.00		DED 94.71 FIT 282.06		57.40	
XXX-XX-3074	None															BFT 47.35 SSMD 121.25		1,578.49	
1406C - 1406-FRONT END LOADER		OPR	Male													BFTNET 6.46 State 39.49		1,490.24	
																Total Hours : 50.00 Local 0.00		537.51	
																Check # 76698 Other 0.00		1,047.44	
																Regular			
Dean L Forbes				S	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.230	28.700	0.50		DED 94.71 FIT 282.06		14.35	
XXX-XX-3074	None															BFT 47.35 SSMD 121.25		1,578.49	
1406K - 1406-SEMI		SEMI	Male													BFTNET 6.46 State 39.49		1,490.24	
																Total Hours : 50.00 Local 0.00		537.51	
																Check # 76698 Other 0.00		1,047.44	
																Regular			

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (Appropriate Recipient): CDM Smith

Date 8/21/14

Project Number (if any) B-12-MT-38-0001

c/o Kevin Ploof

Project Name Cook's Court

1. The undersigned, having executed a contract with City of Minot for the construction of the above-identified project, acknowledges that:
 - a. The Labor Standards provisions are included in the aforesaid contract;
 - b. Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;
2. He certifies that:
 - a. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2[a]).
 - b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
4. He certifies that:
 - a. The legal name and the business address of the undersigned are:

Excavating Inc. 5820 Hwy. 2 East Minot ND 58701
 - b. The undersigned is:
☐ A SINGLE PROPRIETORSHIP ☒ A CORPORATION ORGANIZED IN THE STATE OF ND
☐ A PARTNERSHIP ☐ OTHER ORGANIZATION
 - c. The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Jeff Anderson	President	5820 Hwy. 2 East Minot ND 58701

HUD-1421(6-75)

- d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

	NAME	ADDRESS	NATURE OF INTEREST
None			

- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

	NAME	ADDRESS	TRADE CLASSIFICATION
None			

Excavating Inc.
(Contractor)

Date 8-21-14 By 

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Excavating Inc. 5820 Hwy 2 East Minot ND 58701

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

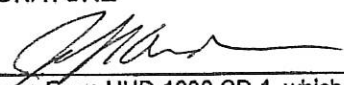
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
☒ Yes ☐ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
☒ Yes ☐ No
3. Bidder has filed all compliance reports due under applicable instructions.
☒ Yes ☐ No ☐ None Required
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
☐ Yes ☒ No

NAME AND TITLE OF SIGNER (Please type)

Jeff Anderson President

SIGNATURE

DATE

 8-21-14
Replaces Form HUD-1238.CD-1, which is obsolete.

HUD-950.1(11-78)

PRIME CONTRACTOR'S REQUEST TO SUBLET

North Dakota Department of Transportation, Construction

SFN 5682 (Rev. 07-2012)

PCN Cook's Court	Project Number City of Minot - 3942	County Ward
Subcontractor Bechtold Paving, Inc	Address 5140 Hwy 2 East, Minot, ND 58701-5520	
Prime Contractor Excavating Inc	Address 5820 Hwy 2 East, Minot, ND 58701-8223	
A prime contractor's organization shall perform work amounting to not less than 30 percent of the total original contract amount. By signing this form, the prime contractor certifies that the subcontract contains all the applicable provisions and requirements of the prime contract with the North Dakota DOT.		

SUBCONTRACTORS who are **NOT PREQUALIFIED**, certified as Disadvantaged Business Enterprise (DBE), or registered with the Department for the type of work being subcontracted must submit a Subcontractor Registration Form (SFN 52243) with this request.

Is Subcontractor a certified DBE in North Dakota? ☐ Yes ☒ No

Name <i>Mac Kersten</i>	Name Jeff Anderson																								
Title <i>Estimator</i>	Title President																								
Subcontractor Bechtold Paving Inc	Prime Contractor Excavating Inc																								
I hereby acknowledge that I have received and am aware of the following applicable provisions to this subcontract:																									
<table border="0"><thead><tr><th>APPLICABLE</th><th>NOT APPLICABLE</th><th></th></tr></thead><tbody><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td>Labor Rates from Department of Labor.</td></tr><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td>Required Contract Provisions on Federal Aid Contracts (FHWA 1273) and addendums thereto.</td></tr><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td>Appendix A of the Title VI Assurances.</td></tr><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td>Other Federal Aid provisions. (i.e., Buy America, etc.)</td></tr><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td>EEO Affirmative Action requirements.</td></tr><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td>Disadvantaged Business Enterprise Program Special Provision.</td></tr><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td>Plans, Specifications, Supplemental Specifications, Specification Provisions, and all other contract documents.</td></tr></tbody></table>		APPLICABLE	NOT APPLICABLE		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Labor Rates from Department of Labor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Required Contract Provisions on Federal Aid Contracts (FHWA 1273) and addendums thereto.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix A of the Title VI Assurances.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other Federal Aid provisions. (i.e., Buy America, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	EEO Affirmative Action requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disadvantaged Business Enterprise Program Special Provision.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plans, Specifications, Supplemental Specifications, Specification Provisions, and all other contract documents.
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Signature <i>Mac Kersten</i>	Date <i>8-15-14</i>	Signature <i>Jeff Anderson</i>	Date <i>8-25-14</i>																						

ITEMS COVERED BY SUBCONTRACT

SPEC. NUMBER	ITEM NUMBER	APPROX. QUANTITY	UNIT	WORK DESCRIPTION	SUBCONTRACT AMOUNT
	16	600	SF	Repair Street Subcut	3,600.00
	17	175	LF	Replace Curb & Gutter	8,750.00
	23	1	L Sum	Mobilization	1,000.00
TOTAL					13,350.00

Approved:

Percent Sublet This Request

Total Percent Sublet to Date

Project Engineer

Date

Prime Contractor: Submit original form to the Project Engineer. One copy of the executed subcontract must be attached.

Project Engineer: Submit original form to Construction Services.

PRIME CONTRACTOR'S REQUEST TO SUBLET

North Dakota Department of Transportation, Construction

SFN 5682 (Rev. 07-2012)

PCN Cook's Court	Project Number City of Minot - 3942	County Ward
Subcontractor Premier Landscaping		Address PO Box 606, Minot, ND 58702-0606
Prime Contractor Excavating Inc		Address 5820 Hwy 2 East, Minot, ND 58701-8223
A prime contractor's organization shall perform work amounting to not less than 30 percent of the total original contract amount. By signing this form, the prime contractor certifies that the subcontract contains all the applicable provisions and requirements of the prime contract with the North Dakota DOT.		

SUBCONTRACTORS who are **NOT PREQUALIFIED**, certified as Disadvantaged Business Enterprise (DBE), or registered with the Department for the type of work being subcontracted must submit a Subcontractor Registration Form (SFN 52243) with this request.

Is Subcontractor a certified DBE in North Dakota?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

Name <i>Billy Ziegler</i>																								
Title <i>President</i>																								
Subcontractor Premier Landscaping																								
I hereby acknowledge that I have received and am aware of the following applicable provisions to this subcontract:																								
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Signature <i>BZ</i>																								
Date 8-25-14																								

Name Jeff Anderson																								
Title President																								
Prime Contractor Excavating Inc																								
I hereby acknowledge that I have provided for or assured that the subcontractor has the following applicable provision:																								
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Signature <i>JA</i>																								
Date 9-3-14																								

ITEMS COVERED BY SUBCONTRACT

SPEC. NUMBER	ITEM NUMBER	APPROX. QUANTITY	UNIT	WORK DESCRIPTION	SUBCONTRACT AMOUNT
		1100	LF	Unsupported Silt Fence	3,025.00
		2	EA	Inlet Protection Special/With Straw Wattle	700.00
TOTAL					3,725.00

Approved:	Percent Sublet This Request	Total Percent Sublet to Date
Project Engineer Date		

Prime Contractor: Submit **original** form to the Project Engineer. One copy of the executed subcontract must be attached.

Project Engineer: Submit **original** form to Construction Services.

PRIME CONTRACTOR'S REQUEST TO SUBLET

North Dakota Department of Transportation, Construction

SFN 5682 (Rev. 07-2012)

PCN Cook's Court	Project Number City of Minot - 3942	County Ward
Subcontractor Post Construction		Address 3005 Valley Street, Minot, ND 58701-6053
Prime Contractor Excavating Inc		Address 5820 Hwy 2 East, Minot, ND 58701-8223
A prime contractor's organization shall perform work amounting to not less than 30 percent of the total original contract amount. By signing this form, the prime contractor certifies that the subcontract contains all the applicable provisions and requirements of the prime contract with the North Dakota DOT.		

SUBCONTRACTORS who are **NOT PREQUALIFIED**, certified as Disadvantaged Business Enterprise (DBE), or registered with the Department for the type of work being subcontracted must submit a Subcontractor Registration Form (SFN 52243) with this request.

Is Subcontractor a certified DBE in North Dakota? ☐ Yes ☒ No

Name Conley Post	Name Jeff Anderson																
Title President	Title President																
Subcontractor Post Construction	Prime Contractor Excavating Inc																
I hereby acknowledge that I have received and am aware of the following applicable provisions to this subcontract:																	
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Signature	Date																

Name Jeff Anderson	Name Jeff Anderson																
Title President	Title President																
Prime Contractor Excavating Inc	Prime Contractor Excavating Inc																
I hereby acknowledge that I have provided for or assured that the subcontractor has the following applicable provision:																	
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Signature	Date																

ITEMS COVERED BY SUBCONTRACT

SPEC. NUMBER	ITEM NUMBER	APPROX. QUANTITY	UNIT	WORK DESCRIPTION	SUBCONTRACT AMOUNT
	6	2	EA	Connect to Existing Storm Sewers	12,000.00
	7	60	LF	18" RCP to Porperty Lines	15,000.00
	8	1	EA	Connect to Existing Sanitary Sewers	3,000.00
	9	5	EA	8" Sanitary Sewer	1,250.00
	10	2	EA	Connect to Existing Waters	9,000.00
	11	20	LF	4" Domestic Water	1,700.00
	12	20	LF	6" Fire C900 PVC	1,800.00
	13	2	EA	Hot Taps 4" & 6"	10,000.00
	14	500	CY	Inport Granualr Fill	17,500.00
TOTAL					Cont. Pg 2

Approved:	Percent Sublet This Request	Total Percent Sublet to Date
Project Engineer		
Date		

Prime Contractor: Submit **original** form to the Project Engineer. One copy of the executed subcontract must be attached.

Project Engineer: Submit **original** form to Construction Services.

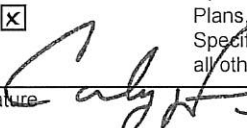
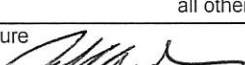
PRIME CONTRACTOR'S REQUEST TO SUBLET

North Dakota Department of Transportation, Construction
SFN 5682 (Rev. 07-2012)

PCN Cook's Court	Project Number City of Minot - 3942	County Ward
Subcontractor Post Construction		Address 3005 Valley Street, Minot, ND 58701-6053
Prime Contractor Excavating Inc		Address 5820 Hwy 2 East, Minot, ND 58701-8223
A prime contractor's organization shall perform work amounting to not less than 30 percent of the total original contract amount. By signing this form, the prime contractor certifies that the subcontract contains all the applicable provisions and requirements of the prime contract with the North Dakota DOT.		

SUBCONTRACTORS who are **NOT PREQUALIFIED**, certified as Disadvantaged Business Enterprise (DBE), or registered with the Department for the type of work being subcontracted must submit a Subcontractor Registration Form (SFN 52243) with this request.

Is Subcontractor a certified DBE in North Dakota?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Name Conley Post Title President Subcontractor Post Construction I hereby acknowledge that I have received and am aware of the following applicable provisions to this subcontract: <table border="0"> <tr> <td>APPLICABLE</td> <td>NOT APPLICABLE</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Labor Rates from Department of Labor.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Required Contract Provisions on Federal Aid Contracts (FHWA 1273) and addendums thereto.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Appendix A of the Title VI Assurances.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Other Federal Aid provisions. (i.e., Buy America, etc.)</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>EEO Affirmative Action requirements.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Disadvantaged Business Enterprise Program Special Provision.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Plans, Specifications, Supplemental Specifications, Specification Provisions, and all other contract documents.</td> </tr> </table> Signature  Date	APPLICABLE	NOT APPLICABLE		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Labor Rates from Department of Labor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Required Contract Provisions on Federal Aid Contracts (FHWA 1273) and addendums thereto.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix A of the Title VI Assurances.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other Federal Aid provisions. (i.e., Buy America, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	EEO Affirmative Action requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disadvantaged Business Enterprise Program Special Provision.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plans, Specifications, Supplemental Specifications, Specification Provisions, and all other contract documents.	Name Jeff Anderson Title President Prime Contractor Excavating Inc I hereby acknowledge that I have provided for or assured that the subcontractor has the following applicable provision: <table border="0"> <tr> <td>APPLICABLE</td> <td>NOT APPLICABLE</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Labor Rates from Department of Labor.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Required Contract Provisions on Federal Aid Contracts (FHWA 1273) and addendums thereto.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Appendix A of the Title VI Assurances.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Other Federal Aid provisions. (i.e., Buy America, etc.)</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>EEO Affirmative Action requirements.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Disadvantaged Business Enterprise Program Special Provision.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Plans, Specifications, Supplemental Specifications, Specification Provisions, and all other contract documents.</td> </tr> </table> Signature  Date 9-3-14	APPLICABLE	NOT APPLICABLE		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Labor Rates from Department of Labor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Required Contract Provisions on Federal Aid Contracts (FHWA 1273) and addendums thereto.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix A of the Title VI Assurances.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other Federal Aid provisions. (i.e., Buy America, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	EEO Affirmative Action requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disadvantaged Business Enterprise Program Special Provision.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plans, Specifications, Supplemental Specifications, Specification Provisions, and all other contract documents.
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ITEMS COVERED BY SUBCONTRACT

SPEC. NUMBER	ITEM NUMBER	APPROX. QUANTITY	UNIT	WORK DESCRIPTION	SUBCONTRACT AMOUNT
	22	1	EA	Mobilization	5,500.00
TOTAL					\$76,750.00
Approved:				Percent Sublet This Request	Total Percent Sublet to Date
Project Engineer _____ Date _____					

Prime Contractor: Submit **original** form to the Project Engineer. One copy of the executed subcontract must be attached.
Project Engineer: Submit **original** form to Construction Services.