

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

THIS AGREEMENT is by and between City of Minot, North Dakota ("Owner") and  
John T. Jones Construction Company ("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:

55<sup>th</sup> Street Lift Station

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 55<sup>th</sup> Street Lift Station

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Apex Engineering Group.
- 3.02 The Owner has retained Apex Engineering Group ("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.

**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.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before June 10, 2016, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 6, 2016.
1. Substantial completion is defined in Section 01015 – Sequence and Constraints of Construction.
- 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 \$1,000 for each 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 \$1,000 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.

#### **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, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **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 15<sup>th</sup> 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. Ninety (90) 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. Ninety (90) 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 ninety-five (95) percent of the Work completed, less such

amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less one hundred (100) 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.

**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 maximum rate allowed by law in the location of the project.

**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.
- 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.
- 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 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Other bonds.
    - a. N/A
  - 5. General Conditions (pages 1 to 65, inclusive).
  - 6. Supplementary Conditions (pages 1 to 10, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings (not attached but incorporated by reference) consisting of 62 sheets with each sheet bearing the following general title: 55<sup>th</sup> Street NE Lift Station
  - 9. Addenda (numbers 1 to 2, inclusive).
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 35, inclusive).
  - 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.
- 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.

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

This Agreement will be effective on June 1, 2015 (which is the Effective Date of the Contract).

OWNER:

City of Minot North Dakota

By: [Signature]

Title: Mayor

Attest: [Signature]

Title: City Clerk

Address for giving notices:

515 2<sup>nd</sup> Avenue SW

Minot, ND 58702

*(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.)*

CONTRACTOR:

John T. Jones Construction Company

By: [Signature]

Title: [Signature]

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

Attest: [Signature]

Title: [Signature]

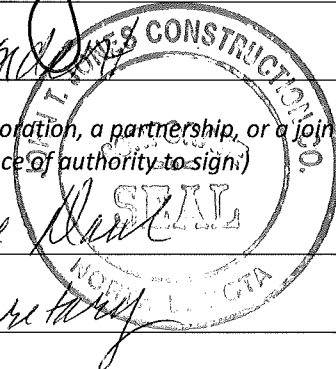
Address for giving notices:

2214 7<sup>th</sup> Avenue North

Fargo, ND 58102

License No.: 217A

*(where applicable)*



PERFORMANCE BOND

Bond # 106184389

CONTRACTOR (name and address):

John T. Jones Construction Co.  
2213 7th Avenue North  
Fargo, ND 58102

SURETY (name and address of principal place of business):

Travelers Casualty and Surety Company of America  
One Tower Square, 2SHS  
Hartford, CT 06183

OWNER (name and address):

City of Minot  
515 2nd Avenue SW  
Minot, ND 58702

CONSTRUCTION CONTRACT

Effective Date of the Agreement: June 1, 2015

Amount: \$7,108,000.00

Description (name and location): 55th Street Lift Station : APEX Project No. 12.106.0065  
Minot, North Dakota

BOND

Bond Number: 106184389

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): June 1, 2015

Amount: \$7,108,000.00

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

John T. Jones Construction Co. (seal)  
Contractor's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

Travelers Casualty and Surety Company of America (seal)  
Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

James M. Padden

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed

by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND 106184389

CONTRACTOR (name and address):

John T. Jones Construction Co.  
2213 7th Avenue North  
Fargo, ND 58102

SURETY (name and address of principal place of business):

Travelers Casualty and Surety Company of America  
One Tower Square, 2SHS  
Hartford, CT 06183

OWNER (name and address):

City of Minot  
515 2nd Avenue SW, Minot, ND 58702

CONSTRUCTION CONTRACT

Effective Date of the Agreement: June 1, 2015

Amount: \$7,108,000.00

Description (name and location): 55th Street NE Lift Station : APEX Project No. 12.106.0065  
Minot, North Dakota

BOND

Bond Number: 106184389

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): June 1, 2015

Amount: \$7,108,000.00

Modifications to this Bond Form: ☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

John T. Jones Construction Co. (seal)

Contractor's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

Travelers Casualty and Surety Company of America (seal)

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

James M. Padden

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-615, Payment Bond

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and American Society of Civil Engineers. All rights reserved. 1 of 3

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 16. Definitions**
- 16.1 Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
  2. The name of the person for whom the labor was done, or materials or equipment furnished;
  3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  4. A brief description of the labor, materials, or equipment furnished;
  5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

**ACKNOWLEDGMENT OF PRINCIPAL**

STATE OF North Dakota )

COUNTY OF Cass )

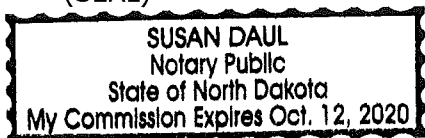
On this 9 day of June, 2015, before me, a

Notary Public in and for the State of North Dakota, personally

appeared Jeff T. Jones known to me to be  
President of the Principal described in the within

instrument and who executed the same and acknowledged to me that he/she executed the same for and on behalf of said Principal.

(SEAL)



Susan Daul

**ACKNOWLEDGMENT OF SURETY**

STATE OF North Dakota )

COUNTY OF Cass )

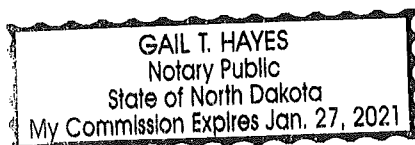
On this 4th day of June, 2015, before me

personally came James M. Padden to me known, who being by me duly

sworn, did depose and say the he/she resides in Fargo, ND that he/she is the

Attorney-in-Fact of Travelers Casualty and Surety Company of America, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and the he/she signed his/her name thereto by like order.

(SEAL)



Gail T. Hayes

**TRAVELERS** **POWER OF ATTORNEY**

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 228574

Certificate No. 006111404

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James M. Padden, Martin E. Fisher, Gail T. Hayes, and Daniel W. Werner

of the City of Fargo, State of North Dakota, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

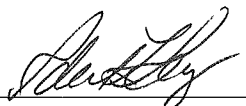
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of October, 2014.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



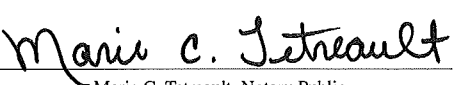
State of Connecticut  
 City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the 6th day of October, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



  
 Marie C. Tetreault, Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cottingham & Butler John Van Dyke 800 Main St. Dubuque IA 52001		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 563-587-5000 <b>FAX (A/C, No):</b> 563-583-7339 <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Phoenix Insurance Company	
		<b>INSURER B:</b> Travelers Prop & Cas Co of Am	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 460236672 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER.			DT-CO-1F741031-PHX-14	11/1/2014	11/1/2015	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000 Employee Benefit \$1M/\$2M
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			DT-810-1F741031-PHX-14	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	DTJ-UB-1F741031-14-TIL	11/1/2014	11/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 55th Street NE Lift Station - Minot, ND  
Apex Engineering Group (Engineer) and City of Minot, ND (Owner) are additional insured on the General Liability policy subject to all terms and conditions of the policy forms.

## CERTIFICATE HOLDER

## CANCELLATION

City of Minot 515 2nd Avenue SW Minot ND 58702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dawson Insurance Agency 721 1st Avenue North Fargo ND 58107	<b>CONTACT NAME:</b> Joni Alfson <b>PHONE (A/C, No, Ext):</b> 701-237-3311 <b>E-MAIL ADDRESS:</b> jonia@dawsonins.com <b>FAX (A/C, No):</b> 701-232-4442
<b>INSURED</b> John T. Jones Construction Co PO Box 2424 Fargo ND 58108	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Cincinnati Insurance Companies INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : <b>NAIC #</b> 10677

**COVERAGES**

CERTIFICATE NUMBER: 128681600

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> X <b>OCCUR</b> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> DED <input type="checkbox"/> RETENTION \$			ENP 0216881	11/1/2014	11/1/2015	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Excess Liability is follow form to the general liability and auto liability

**CERTIFICATE HOLDER****CANCELLATION**City of Minot, North Dakota  
515 2nd Avenue SW  
Minot ND 58702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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North Dakota Workforce  
Safety & Insurance

**CERTIFICATE OF  
PREMIUM PAYMENT**  
WORKFORCE SAFETY & INSURANCE  
EMPLOYER SERVICES  
SFN 4920 (04/2007)

1600 EAST CENTURY AVENUE, SUITE 1  
PO BOX 5585  
BISMARCK ND 58506-5585  
Telephone 1-800-777-5033  
Toll Free Fax 1-888-786-8695  
TTY (hearing impaired) 1-800-366-6888  
Fraud and Safety Hotline 1-800-243-3331  
[www.WorkforceSafety.com](http://www.WorkforceSafety.com)

JOHN T JONES CONST CO  
2213 7TH AVENUE NORTH  
PO BOX 2424  
FARGO ND 58108-2424

Employer Account Number: 448092

Issued Date: 05/20/2015

Expiration Date: 09/20/2015

## CERTIFICATE OF PREMIUM PAYMENT

This is to certify that North Dakota Workers Compensation coverage is effective for the employer named on this certificate. Employees of the named employer are entitled to apply for the rights and benefits of Workforce Safety and Insurance (WSI).

Coverage under this certificate extends to North Dakota based employers for their North Dakota exposure. Limited coverage extends beyond the physical boundaries of North Dakota. Contact the Policyholder Services Department of WSI at 1-800-777-5033 for further information on coverage issues or to inquire into the status of the holder of this certificate.

North Dakota Century Code § 65-04-04 requires that each employer post this Certificate of Premium Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement.

A Certificate of Premium Payment may be revoked for failure to make required premium payments.

*Barry Schumacher*

Barry Schumacher  
Chief of Employer Services

Class	Classification Description
3630	Auto Repair-Body Shops-Mech
5040B	Structural Iron-Steel-Erection-Ptg
5110B	Millwrighting
5183	Plumbing-Htg-Sheet Metal
5410F	Bldg Const-Inclu Concrete Work
5603	Consulting Engineers
6221	Excavating
6301	Sewer-Water-Gas-Oil-Pipeline Const
8747	Professional/Business Reps
8747X	Officer/Owner or Family Member Coverage
8805	Clerical Office Employees

RECEIVED  
MAY 26 2015  
JOHN T. JONES  
CONSTRUCTION

55<sup>th</sup> Street Lift Station  
City of Minot, North Dakota  
Apex Project# 12.106.0065  
Minot Project# 3490.1

**Section 00300R – BID FORM – ADDENDUM NO. 1**

---

**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to:

*City of Minot, North Dakota  
515 2<sup>nd</sup> Avenue SW  
Minot, ND 58702*

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents and to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>04/29/2015</u>
<u>2</u>	<u>05/04/2015</u>

- B. Bidder has visited the Site 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. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-5.03 as containing reliable "technical data," and (2) reports and drawings of Hazardous

Environmental Conditions, if any, at the Site that have been identified in SC-5.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding 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 Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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.

#### ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Contract	55 <sup>TH</sup> Street Lift Station Improvements	Price
A	Lump Sum Bid Price for General Construction <i>Five million four hundred forty thousand</i> Dollars	\$ <u>5,440,000</u>
B	Lump Sum Bid Price for Mechanical Construction Dollars	\$ <u>NO BID</u>
C	Lump Sum Bid Price for Electrical Construction Dollars	\$ <u>NO BID</u>
D	Lump Sum Bid Price for Combined General, Mechanical, and Electrical Construction <i>Six million eight hundred eighty three thousand</i> Dollars	\$ <u>6,883,000</u>
E	Lump Sum Bid Price for General Construction Alternate No. 1 – Biological Odor Control System <i>Two hundred twenty five thousand</i> Dollar	\$ <u>225,000</u>

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete on or before June 10, 2016, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 5, 2016.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

**Items A and B Listed Below are Required in Separate Bid Security Envelope (Bid Envelope will not be opened without these documents):**

- A. Required Bid security (5%);
- B. North Dakota Contractor's License valid 10 days before bid opening;

**Items C, D, E, and F Listed Below are Required in Bid Envelope with Bid Form (Section 00300):**

- C. Bidder's Subcontractor/Supplier List (Section 00410);
- D. Bidder's Qualification Statement (Section 00420);
- E. Certification of Bidder Regarding Equal Employment Opportunity (Section 00900e);
- F. Minority and Women's Business Enterprise Worksheets (Section 00900f);

***Acknowledgement of Addenda must be on the Outside of the Bid Envelope.***

## **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 -- BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): Not applicable

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: John T. Jones Construction Co. (SEAL)

State of Incorporation: North Dakota

Type (General Business, Professional, Service, Limited Liability): General Business

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Jeff T. Jones

Title: President  
(CORPORATE SEAL)

Attest: \_\_\_\_\_

Date of Qualification to do business in North Dakota is 02 / 19 / 1958

A Joint Venture

Name of Joint Venture: Not applicable

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to  
sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership,  
and corporation that is a party to the joint venture should be in the manner indicated  
above.)

Bidder's Business Address 2213 7th Avenue North, Fargo, ND 58102

Phone No. 701-232-3358 Fax No. 701-232-7040

E-mail estimating@jtjconst.com

SUBMITTED on May 6, 2015.

State Contractor License No. 217A, [If applicable]

55<sup>th</sup> Street Lift Station  
City of Minot, North Dakota

Apex Project# 12.106.0065  
Minot Project# 3490.1

**BIDDER'S LIST OF MAJOR EQUIPMENT SUPPLIERS**

The undersigned hereby submits, as a part of this Bid, the names of those supplying major pieces of equipment for this Project. The names of Major Equipment Suppliers to be used have been listed in the column below titled 'Manufacturer/Supplier'. Quotes from these Suppliers have been listed in the column below titled 'Manufacturer's Equipment Quote'. Upon Contract award, these Manufacturers/Suppliers shall be used to furnish the listed equipment.

Substitutions or Product Options shall be permitted only if the named equipment does not conform to the Contract Documents; the Supplier is unable to meet the delivery requirements of the Contract Documents; the Supplier is slow to act in complying with the requirements of the Contract Documents; 'Or-Equal' products are listed in the Individual specification sections; or for other reasons consistent with the General Conditions.

Substitutions or Product Options shall be submitted in accordance with Section 01630 of these Specifications. Acceptance by both Owner and Engineer is required for any substitute equipment items and is not guaranteed. Acceptance shall be confirmed by Change Order. Acceptance of any substitute equipment items shall not relieve the Contractor from the responsibility of conforming with the Specifications. Final acceptance of all equipment will be based on the Contract Documents.

Failure to furnish all information required may be cause for rejection of this Bid.

Section	Major Equipment Item	Manufacturer/ Supplier	Manufacturer's Equipment Quote
11212	Dry-Pit Submersible Sewage Pumps	Fairbanks-Nijhuis Flygt <del>Wilo-USA</del> JTS	250,000
16950	Pump Station Control Panel	Sweeney Controls ICS/Healy-Ruff <del>IPS</del> JTS Preferred Controls	50,000
16231	Packaged Engine Generator	Caterpillar Cummins Generac	212,000
16425	Variable Frequency Motor Controllers	Allen Bradley ABB Eaton-Cutler Hammer Schneider Electric <del>Square D</del> JTS	100,000

John T. Jones Construction Co.

Company Name

Authorized Signature

55<sup>th</sup> Street Lift Station  
City of Minot, North Dakota  
Apex Project# 12.106.0065  
Minot Project# 3490.1

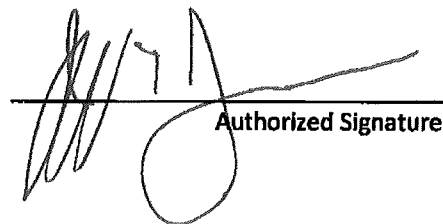
**BIDDER'S SUBCONTRACTOR/SUPPLIER LIST**

The undersigned hereby submits, as part of this Bid, this list of all subcontractors and the nature of Work or products to be supplied by each. This list is only inclusive of the Subcontractors/Suppliers that will be completing Work or supplying materials totaling 1% or more of the total Bid.

Subcontractor/Supplier	Address Phone Number	Nature of Work/Supply	Amount (\$)
Mowbray's Sons	Minot ND 701-852-1491	Plumbing: Heating	520,000
Champion Coatings	Savage MN 952-707-9000	Painting	240,000
Bechtold Paving	Minot ND 701-852-1634	Paving	90,000
Wells Concrete	Grand Forks ND 701-738-8839	Precast	530,000
Herzog	Detroit Lakes MN 218-847-1121	Roofing	120,000
E & T Global	Brainerd MN 218-454-3664	Electrical	800,000

John T. Jones Construction Co.

Company Name

  
Authorized Signature

**55<sup>th</sup> Street Lift Station  
City of Minot, North Dakota  
Apex Project# 12.106.0065  
Minot Project# 3490.1**

**BIDDER'S QUALIFICATION STATEMENT**

---

The undersigned hereby certifies, as a part of this Bid, that we or the subcontractor named below maintain a permanent place of business; have experience with projects of similar size and type; and have the financial resources to properly execute this Contract.

As evidence of this experience, the following projects are submitted for review.

1. Five (5) projects completed within the last five (5) years that are similar in size and type.
2. Final construction costs of the five (5) referenced projects.
3. Contract dates of the five (5) referenced projects.
4. Project references, including Owner contact information and project details.

No.	Owner Information	Construction Cost	Contract Start and Completion Dates	Reference Phone Number	Detailed Project Information
1	See attached				
2					
3					
4					
5					

John T. Jones Construction Co.

Company Name



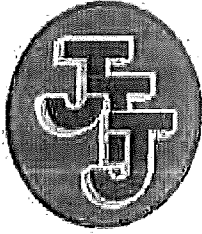
Authorized Signature

# Project References

Owner Information	Construction Cost	Contract Start and Completion Dates	Reference Phone Number	Detailed Project Information
City of Fargo; Brenda Derrig 701-241-1549	\$10.3 Million	February 2009 - November 2010	Ulteig Engineer, 701-280-8534	Constructed 2 new lift stations
City of Joplin; Tim Nylander 417-624-0820	\$4.9 Million	February 2010 - January 2011	Allgeier, Martin & Assoc; Dean Willis 417-624-5703	Expansion of Wastewater Treatment Plant
City of Omaha; Jake 402-444- 3911	\$3.6 Million	December 2010 - April 2012	HDR; Bob Reick 402-399-1271	Wastewater Treatment Plant digestion system modifications
City of Sioux City; Rick Mach 712-224-5010	\$27 Million	July 2010 - May 2012	Black & Veatch; Jim Winger 913-458-2000	New Water Treatment Plant
Spirit Lake Nation 701-766- 4221	\$5 Million	May 2012 - September 2013	Bartlett & West 701-258-1110	New Water Treatment Plant

Company Name: John T. Jones Construction Co.

*See Detail 5-41.5*



# JOHN T. JONES CONSTRUCTION CO.

## Minutes of the Board of Directors January 30, 2015

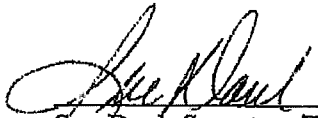
A Board of Directors Meeting of John T. Jones Construction Co. (the Company) was called to order on January 30, 2015 at the office of the Company.

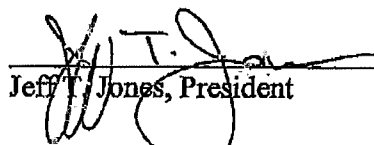
Directors present, constituting the entire Board of Directors, agreed to waive any notice requirements and evidence such as affixing their signatures to these minutes.

Present at the meeting were Jeff T. Jones and Sue Daul.

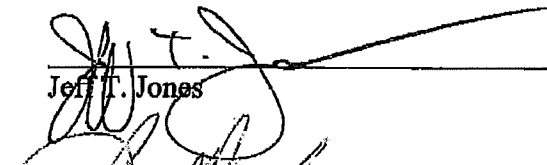
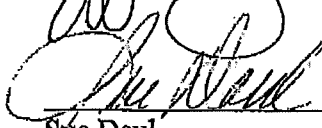
A motion was made by Jeff T. Jones, seconded by Sue Daul, to authorize Jeff T. Jones, Sue Daul, or Nancy Young to execute all bid and contract documents on behalf of John T. Jones Construction Co. Motion carried.

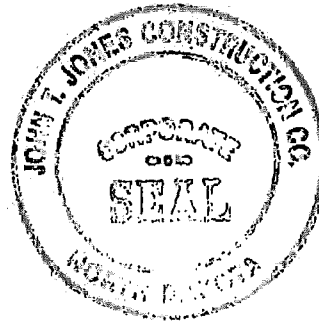
There being no further business, the meeting was adjourned.

  
Sue Daul, Secretary/Treasurer

  
Jeff T. Jones, President

Consenting to waiver of meeting notice:

  
Jeff T. Jones  
  
Sue Daul



General Contractors & Construction Managers



2213 7th Ave. N.  
P.O. Box 2424  
Fargo, ND 58108  
(701) 232-3358

Estimating / Construction FAX (701) 232-7040  
Administration / Accounting FAX (701) 235-8823

[www.jttconst.com](http://www.jttconst.com)

We are an Equal Opportunity Employer

# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

John T. Jones Construction Co.  
2213 7th Avenue North  
Fargo, ND 58102

**SURETY (Name, and Address of Principal Place of Business):**

Travelers Casualty and Surety Company of America  
One Tower Square, 2SHS  
Hartford, CT 06183

**OWNER (Name and Address):**

City of Minot  
515 2nd Avenue SW  
Minot, ND 58702

**BID**

Bid Due Date: May 6, 2015

Description (Project Name— Include Location): 55 Street Lift Station, City of Minot, North Dakota  
APEX Project No. 12.106.0065 - Minot Project No. 3490.13490.1

**BOND**

Bond Number: NA

Date: April 23, 2015

Penal sum Five Percent of the Amount of Bid \$ 5%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound, hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

John T. Jones Construction Co. (Seal) SURETY Travelers Casualty & Surety Company of America (Seal)

Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By:

Signature

Jeff T. Jones

Print Name

President

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

James M. Padden

Print Name

Attorney-In-Fact

Title

Attest:

Signature Gail Hayes

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**ACKNOWLEDGMENT OF PRINCIPAL**

STATE OF NORTH Dakota )

COUNTY OF Cass )

On this 4 day of MAY, 2015, before me, a

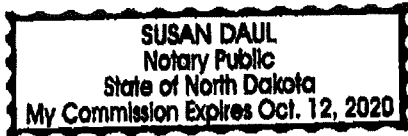
Notary Public In and for the State of NORTH DAKOTA, personally

appeared Jeff T. Jones known to me to be  
President of the Principal described in the within

Instrument and who executed the same and acknowledged to me that he/she executed the same for and on behalf of said Principal.

(SEAL)

Susan Daul



**ACKNOWLEDGMENT OF SURETY**

STATE OF North Dakota )

COUNTY OF Cass )

On this 23rd day of April, 2015, before me

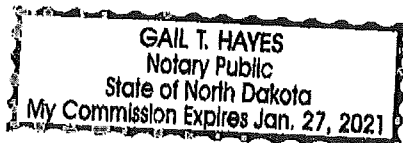
personally came James M. Padden to me known, who being by me duly

sworn, did depose and say the he/she resides in Fargo, ND that he/she is the

Attorney-in-Fact of Travelers Casualty and Surety Company of America, the corporation described in and which executed the above Instrument; that he/she knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and the he/she signed his/her name thereto by like order.

(SEAL)

Gail T. Hayes





POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228574

Certificate No. 006111386

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James M. Padden, Martin E. Fisher, Gail T. Hayes, and Daniel W. Werner

of the City of Fargo, State of North Dakota, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of October, 2014.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

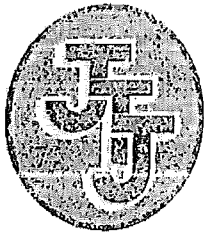
By: Robert L. Raney  
Robert L. Raney, Senior Vice President

On this the 6th day of October, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public



# JOHN T. JONES CONSTRUCTION CO.

## Minutes of the Board of Directors January 30, 2015

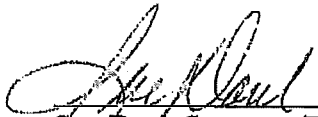
A Board of Directors Meeting of John T. Jones Construction Co. (the Company) was called to order on January 30, 2015 at the office of the Company.

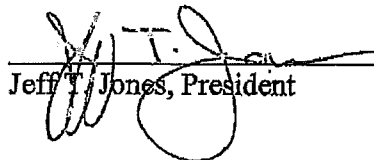
Directors present, constituting the entire Board of Directors, agreed to waive any notice requirements and evidence such as affixing their signatures to these minutes.

Present at the meeting were Jeff T. Jones and Sue Daul.


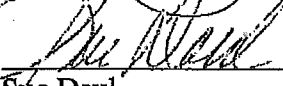
A motion was made by Jeff T. Jones, seconded by Sue Daul, to authorize Jeff T. Jones, Sue Daul, or Nancy Young to execute all bid and contract documents on behalf of John T. Jones Construction Co. Motion carried.

There being no further business, the meeting was adjourned.

  
Sue Daul, Secretary/Treasurer

  
Jeff T. Jones, President

Consenting to waiver of meeting notice:

  
Jeff T. Jones  
  
Sue Daul



General Contractors & Construction Managers



2213 7th Ave. N.  
P.O. Box 2424  
Fargo, ND 58108  
(701) 232-3358

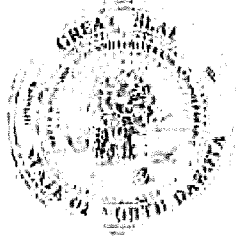
Estimating / Construction FAX (701) 232-7040  
Administration / Accounting FAX (701) 235-8823

[www.jtjconst.com](http://www.jtjconst.com)

We are an Equal Opportunity Employer

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTORS LICENSE RENEWAL

NO: 217 CLASS A

I, Alvin A. Jaeger, Secretary of State of the State of North Dakota, and as Registrar of Contractors, certify that **JOHN T. JONES CONSTRUCTION CO** whose address is Fargo, ND has filed in this office proper application for Renewal of Class A Contractor's License valid to March 1, 2016, and has paid the required fee, and has complied with all requirements of Chapter 43-07, North Dakota Century Code.

**JOHN T. JONES CONSTRUCTION CO** therefore, is entitled to bid on and accept contracts as authorized by law, under this license, without limit as to value of any single contract.

Dated February 4, 2015.

Alvin A. Jaeger  
Secretary of State

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

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

John T Jones Construction Co.  
2213 7th Avenue North,  
Fargo, ND 58102

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

Jeff T. Jones, President

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

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

HUD-950.1(11-78)

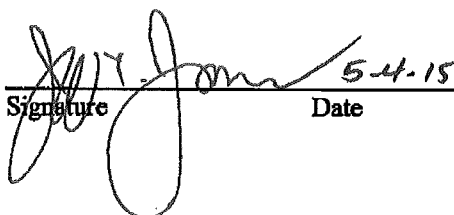
**CERTIFICATION OF BIDDER REGARDING SECTION 3  
AND SEGREGATED FACILITIES**

John T. Jones Construction Co.                      55th Street Lift Station, 3490.1  
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.

Jeff T. Jones, President  
Name and Title of Signer (Print or Type)

                      5-4-15  
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):

Date

Project Number (if any)

c/o

Project Name

1. The undersigned, having executed a contract with \_\_\_\_\_ 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:

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
Jeffrey T. Jones	Owner/President	P.O. Box 2424 - Fargo ND 58108

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):

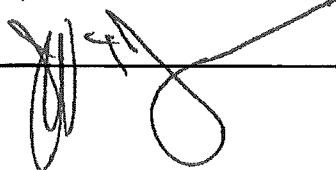
NAME	ADDRESS	NATURE OF INTEREST

- 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

John T. Jones Construction Co.  
(Contractor)

Date 5/4/15

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."

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of North Dakota)

County of Cass) ss.

Susan Daul, being first duly sworn, deposes and says that:

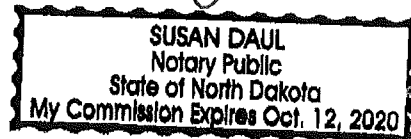
1. He is Jeff T. Jones of John T. Jones Construction Co., the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder 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 Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Grantee/Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid 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)

[Signature]  
Jeff T. Jones, President  
(Name & Title)

Subscribed and sworn to before me  
this 4 day of May, 2015

[Signature]  
(Notary Public)



My commission expires 10-12-20.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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

John T. Jones Construction Co.  
NAME OF PRIME CONTRACTOR

3490.1  
PROJECT NUMBER

**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 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, including SF-100.  
☐ 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

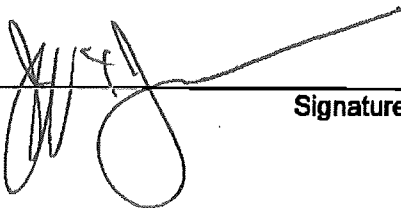
**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES**

John T. Jones Construction Co.      55th Street Lift Station, 3490.1  
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.

Jeff T. Jones, President  
Name and Title of Signer (Print or Type)

      5-4-15  
Signature      Date

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

**SUBCONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS & PREVAILING WAGE REQUIREMENTS**

TO (APPROPRIATE RECIPIENT) \_\_\_\_\_ DATE \_\_\_\_\_

C/O \_\_\_\_\_

PROJECT NUMBER (IF ANY) \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

1. The undersigned, having executed a contract with \_\_\_\_\_  
(CONTRACTOR or SUBCONTRACTOR)

\_\_\_\_\_ for \_\_\_\_\_  
(NATURE OF WORK)

in the amount of \$ \_\_\_\_\_ in the construction of the above-identified project, certifies that:

- a. The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.
  - b. Neither he nor any firm, corporation, partnership or association in which he has a 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)).
  - c. 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 the aforesaid regulatory or statutory provisions.
2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any Lower tier subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the Lower tier subcontractor, in duplicate.

The workmen will report for duty on or about \_\_\_\_\_ (Date)

3. He certifies that:

- a. The Legal name and the business address of the undersigned are:
- b. The undersigned is:  
☐ A SINGLE PROPRIETORSHIP      ☐ A CORPORATION ORGANIZED IN THE STATE OF \_\_\_\_\_  
☐ A PARTNERSHIP      ☐ OTHER ORGANIZATION (DESCRIBED): \_\_\_\_\_

c. THE NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE UNDERSIGNED ARE:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 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

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(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."

## NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of \_\_\_\_\_)

County of \_\_\_\_\_) ss.

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_ of \_\_\_\_\_, 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 \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the Project in \_\_\_\_\_ (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 \_\_\_\_\_ (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) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_.

This form to be submitted with Bid:

## MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Application \_\_\_\_\_

Project Number \_\_\_\_\_

Contractor/Engineer \_\_\_\_\_

Address, City, State, and Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone No \_\_\_\_\_

Amount of Contract \_\_\_\_\_

MBE Percentage \_\_\_\_\_

WBE Percentage \_\_\_\_\_

1. MBE \_\_\_\_\_

Subcontractor \_\_\_\_\_

WBE \_\_\_\_\_

Address, City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Amount of Subcontract \_\_\_\_\_

Tax ID No \_\_\_\_\_

Scope of Work \_\_\_\_\_

2. MBE \_\_\_\_\_

Subcontractor \_\_\_\_\_

WBE \_\_\_\_\_

Address, City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Amount of Subcontract \_\_\_\_\_

Tax ID No \_\_\_\_\_

Scope of Work \_\_\_\_\_

3. MBE \_\_\_\_\_

Subcontractor \_\_\_\_\_

WBE \_\_\_\_\_

Address, City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Amount of Subcontract \_\_\_\_\_

Tax ID No \_\_\_\_\_

Scope of Work \_\_\_\_\_

4. MBE \_\_\_\_\_

Subcontractor \_\_\_\_\_

WBE \_\_\_\_\_

Address, City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Amount of Subcontract \_\_\_\_\_

Tax ID No \_\_\_\_\_

Scope of Work \_\_\_\_\_

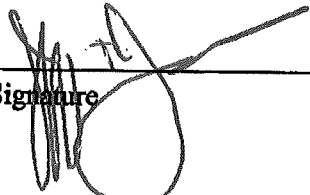
## **BIDDER**

### **SECTION 3 PLAN FORMAT**

If award is received, John T. Jones Construction Co.  
\_\_\_\_\_ (name of contractor) agrees to implement the following specific  
affirmative action steps directed at increasing the utilization of lower income residents and  
businesses within the City of Minot

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area, and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
4. To insert the Section 3 Contract Provisions clause in all subcontracts over \$100,000, to obtain Tables A and B from said subcontractors, and to obtain all documentation for completion of Tables C and D prior to final payment. (Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.)
5. To contact unions, subcontractors, and trade associations to secure their cooperation for this program.
6. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
7. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
8. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
9. To list on Table A, information related to proposed subcontracts to be awarded to Section 3 businesses.
10. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.
11. If successful bidder, to submit prior to final payment Tables C and D to city/county grantees which includes all applicable hirees and subcontractors utilized on this project.

As officers and representatives of John T. Jones Construction Co. (Name of Bidder), we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

  
\_\_\_\_\_  
Signature

President  
\_\_\_\_\_  
Title

5-4-15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### **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.**

John T. Jones Construction Co.

Company

### 55th Street Lift Station

Project Name

3490.1

Project Number

**Person Completing Form**

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				
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
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.

John T. Jones Construction Co.  
Company

55th Street Lift Station  
Project Name

3490.1  
Project Number

\_\_\_\_\_  
Person Completing Form

\_\_\_\_\_  
Date

**TABLE C**  
**CONTRACTOR'S SECTION 3 NEW HIRES REPORT**

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				
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
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.

John T. Jones Construction Co.  
Company

55th Street Lift Station  
Project Name

3490.1  
Project Number

\_\_\_\_\_  
Person Completing Form

\_\_\_\_\_  
Date

3490.1	John T. Jones Construction Co.	2213 7th Avenue North Fargo, ND 58102	45-0257237
Project Number	Prime Contractor	Address	Federal ID No.
			Contract Amount

[illegible]

**\*Check if a Section 3 Business Concern**

### Section 3 Business Concern

**A business concern which is located in or owned in substantial part (at least 51%) by persons residing in the same non-metropolitan county as the project**

**Total Dollar Amount Awarded to Section 3 Businesses**

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

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

John T. Jones Construction Co.

3490.1

**INSTRUCTIONS:**

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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):

SIGNATURE:

DATE: