

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

THIS AGREEMENT is by and between City of Minot, North Dakota ("Owner") and
S.J. Louis Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Installation of 30" PVC Forcemain, 24" FPVC Forcemain, Steel Casing Pipe, 15" PVC Gravity Sewer, Manholes, Asphalt Paving, and associated appurtenances.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 55th Street Forcemain and Gravity Sewer Improvements

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 October 10, 2014, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 21, 2014.

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 15th 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
 - 3. Payment bond
 - 4. Other bonds.
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 35 sheets with each sheet bearing the following general title: 55th Street Forcemain and Gravity Sewer Improvements
 - 9. Addenda (numbers 1 to 2, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 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 April 7, 2014 (which is the Effective Date of the Contract).

OWNER:

City of Minot, North Dakota

By: 

Title: Mayor

Attest: 

Title: City Clerk

Address for giving notices:

515 2nd Avenue Southwest

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:

S.J. Louis Construction, Inc.

By: 

Title: COO

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

Attest: 

Title: Adm Coordinator

Address for giving notices:

1351 Broadway Street West

PO Box 459

Rockville, MN 56369

License No.: 3659, Class A

(where applicable)

**WRITTEN ACTION
BY THE BOARD OF DIRECTORS
OF
S.J. Louis Construction, Inc.
March 20, 2014**

The following action is taken by the directors and shareholders of S.J. Louis Construction, Inc., by unanimous written consent, as if a meeting had been properly called pursuant to notice and all directors and shareholders entitled to vote on the matters presented herein had been present and voting in favor of such action.

RESOLVED, that James L. Schueller is the Majority Shareholder and Sole Director of this corporation.

RESOLVED, that the following persons are hereby appointed or re-appointed, as the case may be, to the offices of this corporation set opposite their respective names to hold office until their respective successors are chosen and qualify:

James L. Schueller	President
Les V. Whitman	Executive Vice President
Frank Mayfield	Chief Operating Officer
Donald B. Meyer	Vice President, Chief Financial Officer, Secretary and Treasurer
Larry Lenahan	Vice President of Tunneling
Jason Rykal	Vice President of Sales and Marketing
Robert Schueller	Vice President and Secretary

There are no other officers of S. J. Louis Construction, Inc.

RESOLVED, that the President, Executive Vice President, Chief Operating Officer, or Chief Financial Officer are hereby authorized and empowered to sign all documents necessary for the performance of the business of S.J. Louis Construction, Inc.

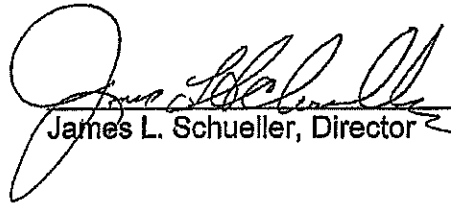
RESOLVED FURTHER, the Vice Presidents, and John Pennekamp are authorized to sign Construction Bids and Construction Bid Bonds for S.J. Louis Construction, Inc.

RESOLVED FURTHER, that the Vice Presidents, and John Pennekamp, Ryan Blake, Robert Calabrese, Matthew Barnard, and Daniel Spanburg are authorized to sign all documents necessary to construct and manage S. J. Louis Construction, Inc. projects, including construction bid submittals and interim pay estimates.

RESOLVED FURTHER, that all prior signature authorizations are herein deleted, denied, and superseded by this Unanimous Consent to Action.

RESOLVED FURTHER, all acts pursuant thereto taken by members of the Board of Directors or by Officers of the Company since the last recorded meeting, are hereby ratified and approved in all respects.

IN WITNESS WHEREOF, the undersigned, constituting all of the shareholders and directors of the corporation entitled to vote on the matters presented herein, have executed this Unanimous Consent to Action In Lieu of Meeting, effective March 20, 2014.


James L. Schueller, Director

55th Street Forcemain and Gravity Sewer Improvements
City of Minot, North Dakota
Apex Project #12.106.0065
City of Minot Project #3490.3

Section 00300 - BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*City of Minot, ND
515 2nd 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:

Addendum No.	Addendum Date	Addendum No.	Addendum Date
1	March 18, 2014		
2	March 21, 2014		

- 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-4.02 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-4.06 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):

SCHEDULE OF PRICES

Bid Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Bid Price	
1	General Conditions	1	LS	200,000.00	200,000.00	
2	Traffic Control	1	LS	\$15,000.00	\$15,000.00	215,000
3	Erosion Control	1	LS	\$80,000.00	\$80,000.00	295,000
4	Seeding	7	Acre	\$2,000.00	\$14,000.00	309,000
5	Temporary Sewer Bypass	1	LS	\$11,500.00	\$11,500.00	320,500
6	Remove & Replace Bituminous Pavement	12,500	SY	\$63.00	\$787,500.00	1,108,000
7	Remove & Replace Aggregate Surface Class 5	83	SY	\$15.00	\$1,245.00	1,109,245
8	30" Steel Casing Pipe – (Open Cut)	760	LF	\$225.00	\$171,000.00	1,280,245
9	30" Steel Casing Pipe - (Jack and Bored)	400	LF	\$600.00	\$240,000.00	1,520,245
10	42" Steel Casing Pipe - (Jack and Bored)	120	LF	\$800.00	\$96,000.00	1,616,245
11	12" PVC Sanitary Sewer	84	LF	\$90.00	\$7,560.00	1,623,805
12	15" PVC Sanitary Sewer	3,300	LF	\$114.00	\$376,200.00	2,000,005
13	14" PVC Sanitary Forcemain	30	LF	\$410.00	\$12,300.00	2,012,305
14	24" PVC Sanitary Forcemain	71	LF	\$650.00	\$46,150.00	2,058,455
15	30" PVC Sanitary Forcemain	8,400	LF	165.00	1,386,000.00	3,444,455
16	24" FPVC Sanitary Forcemain - (Open Cut)	2,250	LF	\$240.00	\$540,000.00	3,984,455
17	24" FPVC Sanitary Forcemain - (Horizontal Directional Drilled)	3,210	LF	\$406.00	\$1,303,260.00	5,287,715
18	Sanitary Manhole – (48" Diameter)	10	EACH	\$9,000.00	\$90,000.00	5,377,715
19	Air Release Valve & Structure	3	EACH	\$20,000.00	\$60,000.00	5,437,715
20	15" Plug Valve	1	EACH	\$7,000.00	\$7,000.00	5,444,715
21	20" Plug Valve	1	EACH	\$14,000.00	\$14,000.00	5,458,715
22	24" Plug Valve	2	EACH	\$24,000.00	\$48,000.00	5,506,715
23	30" Plug Valve	2	EACH	\$33,000.00	\$66,000.00	5,572,715
24	30" Check Valve	1	EACH	\$110,000.00	\$110,000.00	5,682,715
25	10' x 15' Valve Vault	1	EACH	\$60,000.00	\$60,000.00	5,742,715
26	Aerated Pond Connection	1	LS	\$33,000.00	\$33,000.00	5,775,715
Total Bid Price = \$					5,775,715.00	

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before October 10, 2014 and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before November 21, 2014.

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 on Bid Envelope

ARTICLE 8 – DEFINED TERMS

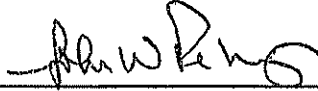
8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

S.J. Louis Construction, Inc.

By:
[Signature]



[Printed name]

John Pennekamp

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]



[Printed name]

Donald Meyer

Title:

Secretary

Submittal Date:

March 26, 2014

Address for giving notices:

S.J. Louis Construction, Inc.

1351 Broadway Street W., P.O. Box 459

Rockville, MN 56369

Telephone Number:

(320) 253-9291

Fax Number:

(320) 253-3533

Contact Name and e-mail address:

John Pennekamp, Senior Estimator/Project Manager

estimators@sjlouis.com

Bidder's License No.:

3659, Class A

(where applicable)

55th Street Forcemain and Gravity Sewer Improvements
City of Minot, North Dakota
Apex Project #12.106.0065
City of Minot Project #3490.3

Section 00350 - MEASUREMENT AND PAYMENT

Item No. 1 – General Conditions: The Lump Sum bid price shall be considered full payment for all costs associated with bonds, insurance, mobilization, project management including coordination with all other subcontractors; and any other items necessary for project delivery.

Item No. 2 – Traffic Control: Payment shall be on a lump sum basis and shall include all traffic control necessary for the project construction except as otherwise provided. Payment includes furnishing, installing, and maintaining the required signs, barricades, and other warning devices; relocating or removing devices as dictated by the work progress; and providing watchpersons to patrol the work.

No payment (over the lump sum bid for “Traffic Control”) will be authorized for additional traffic control devices required as a result of the Contractor’s method or sequence of operation, whether or not the type of operation is included in the typical work area layouts shown on the traffic control plan sheets

Item No. 3 – Erosion Control: Payment shall be made on a lump sum basis and shall be full compensation for all labor, equipment and materials related to providing stormwater management, erosion control and sediment control for the project. Payment shall be for labor, equipment and material associated with activities that include but are not limited to providing a full time SWPPP site inspector; maintaining documentation required by the NPDES General Stormwater Permit for Construction Activity; as well as installing, maintaining, and removing any and all temporary erosion and sediment control devices.

Item No. 4 – Seeding: Payment shall be by the acre and shall be full compensation for topsoil preparation, supplying and planting seed and fertilizer at specified application rates. Payment shall include weeding and watering necessary for turf growth.

Item No. 5 – Temporary Sewer Bypass: The unit price bid shall be considered full payment for all labor, materials, and equipment necessary to provide, install, maintain, and remove all sanitary sewer bypassing as detailed in the plans and specifications.

Item No. 6 – Remove and Replace Bituminous Pavement: Payment shall be on a square yard basis. Payment shall be full compensation for all removal, transportation, disposal costs, striping, and for supplying and placing specified material. Bituminous Pavement Removal and replacement outside of the area indicated on the Plans shall be incidental. Subgrade preparation shall be considered incidental to the placement of bituminous pavement.

Item No. 7 – Remove and Replace Aggregate Surface Class 5: Payment shall be on a square yard basis. Payment shall be full compensation for all removal, transportation, disposal costs and for supplying and placing specified material. Aggregate Surface Removal and replacement outside of the area indicated on the Plans shall be incidental. Subgrade preparation shall be considered incidental to the placement of aggregate surface.

Item No. 8 –30” Steel Casing Pipe (Open Cut): Payment shall be on a per linear foot basis and shall be full compensation for supplying, constructing and installing steel casing pipe. All trenching, backfilling,

dewatering, welding, installing carrier pipe, vents, supplying and installing spacers, and end seals shall be incidental to the pipe installation.

Item No. 9 through 10 – 30" and 42" Steel Casing Pipe (Jack and Bored): Payment shall be on a per linear foot basis and shall be full compensation for supplying, constructing and installing steel casing pipe. All boring, trenching, backfilling, dewatering, welding, installing carrier pipe, vents, supplying and installing spacers, and end seals shall be incidental to the pipe installation.

Item No. 11 through 12 – 12" and 15" PVC Sanitary Sewer: Payment shall be on a per linear foot basis at the appropriate size and shall be full compensation for supplying and constructing specified pipe. All trenching, backfilling, dewatering, plugs, connecting to existing pipes or structures, supply and installation of adaptors for connecting to existing pipes or structures, supplying and placing granular pipe bedding, leakage and deflection testing, and cleaning and video sewer shall be incidental to the pipe installation.

Item No. 13 through 15 – 14", 24", and 30" PVC Sanitary Forcemain: Payment shall be on a per linear foot basis at the appropriate size and shall be full compensation for supplying and constructing specified pipe. All trenching, backfilling, dewatering, tracer wire, connecting to pipes or structures, supply and installation of adaptors for connecting to pipes or structures, fittings, supplying and placing granular pipe bedding, leakage and pressure testing, and removal of abandoned piping shall be incidental to the pipe installation.

Item No. 16 –24" FPVC Sanitary Forcemain (Open Cut): Payment shall be on a per linear foot basis at the appropriate size and shall be full compensation for supplying and constructing specified pipe. All trenching, backfilling, dewatering, tracer wire, fusion services, connecting to pipes or structures, supply and installation of adaptors for connecting to pipes or structures, fittings, supplying and placing granular pipe bedding, leakage and pressure testing shall be incidental to the pipe installation.

Item No. 17 –24" FPVC Sanitary Forcemain (Horizontal Directional Drilled): Payment shall be on a per linear foot basis at the appropriate size and shall be full compensation for supplying and constructing specified pipe. All trenching, backfilling, dewatering, tracer wire, fusion services, connecting to pipes or structures, supply and installation of adaptors for connecting to pipes or structures, fittings, drill monitoring, drilling fluids and drilling fluid disposal, potholing, leakage and pressure testing shall be incidental to the pipe installation.

Item No. 18 – Sanitary Manhole (48" Diameter): Payment shall be on a per each basis and shall be full compensation for furnishing and installing each structure with protective coating, manhole wrap, adjusting rings, internal chimney seal, casting, cover and any other incidental items. All trenching; backfilling; dewatering; supplying and installing concrete or grout for adjusting rings and to form inverts and fill voids between pipe and structure; supplying and installing rock or other bedding material; as well as the interim and final adjustment of rings, grate, and casting shall be considered incidental to the Sanitary Manhole installation.

Item No. 19 – Air Release Valve and Structure: The unit price bid shall be considered full payment for all labor, materials, equipment, excavation, connection hardware, precast structure, air/vacuum valve, tapping saddle, ball valve, fittings, testing, backfilling and dewatering and any other items necessary to complete the installation per the plans and specifications.

Item No. 20 through 23 – 15", 20", 24" and 30" Plug Valve: Payment shall be on a per each basis at the appropriate size and shall be full compensation for all labor, materials, and equipment necessary to provide, install, and backfill each Plug Valve as detailed on the plans and specifications. This shall

Include any piping, fittings, or other items necessary to complete the Work.

Item No. 24 – 30" Check Valve: Payment shall be on a per each basis at the appropriate size and shall be full compensation for all labor, materials, and equipment necessary to provide and install the Check Valve. Check Valve as detailed on the plans and specifications. This shall include any piping, fittings, or other items necessary to complete the Work.

Item No. 25 – 10' x 15' Valve Vault: Payment shall be on the per each basis and shall include all labor, material and equipment necessary to provide complete structures including 14" x 30" Wye, coating system, concrete supports, and hatches and any other items necessary to complete the installation per the plans and specifications.

Item No. 26 – Aerated Pond Connection: The unit price bid shall be considered full payment for all labor, materials, piping, and equipment necessary to connect to the existing 36" x 20" Wye as detailed in the Plans and Specifications. This shall include all temporary utility service, support of existing utilities, excavation, dewatering, bedding, backfill, fittings, and any other items necessary to complete the Work.

END OF SECTION

**55th Street Forcemain and Gravity Sewer Improvements
City of Minot, North Dakota**

**Apex Project #12.106.0065
Owner Project #3490.3**

Section 00400 - 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	Or - Equal	Manufacturer's Equipment Quote
02700	FPVC Sanitary Forcemain	UGSI	N.A.	\$ 769,790.-
02700	FPVC Sanitary Sewer	North American pipe	N.A.	\$ 52,000.-
02700	Air Release Valve	APCO	N.A.	\$ 4,956.
02700	Plug Valve	DeZurik	N.A.	\$ 97,956.
02700	Check Valve	APCO	N.A.	\$ 39,000.

S.J. Louis Construction, Inc.

Company Name



Authorized Signature