

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

Prepared by



Issued and Published Jointly by



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

THIS AGREEMENT is by and between City of Minot, P.O. Box 5006, 515 2nd Ave SW,
Minot, North Dakota 58702 ("Owner") and
Strata Construction, PO Box 13500, Grand Forks, ND 58208 ("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:

**Downtown Infrastructure Improvements Project – Phase 1
City of Minot, Ward County, North Dakota**

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The Project Area is that portion of Downtown Minot generally bounded on the west by Broadway Street, on the south by Burdick Expressway, on the east by 3rd Street SE, and on the north by the BNSF Railway property and 1st Ave NE.

The Work includes, but is not limited to, construction of infrastructure replacement including new sanitary sewer mains and service lines, new storm sewer mains and inlets, new water mains and service lines, new sidewalks with ADA compliant pedestrian ramps, new concrete streets with new concrete curb and gutter, new signage and street striping, new street lighting, new streetscape components, demolition of existing items, and abandonment of existing sub-sidewalk vaults.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by HMjv, a joint venture between Houston Engineering, Inc. and MWH Americas, Inc.
- 3.02 The Owner has retained HMjv ("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 the **Milestone completion dates reflected in paragraph 4.02.B**, and shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **December 19, 2015**.
- B. Parts of the Work shall be substantially completed on or before the following Milestones:

<u>Contract Milestone No.</u>	<u>Substantial Completion Date</u>
1. All Work on:	July 15, 2015
a. Central Ave East from 3 rd Street East to the west side of Main Street at STA 6+50	
2. All WORK on:	August 15, 2015
a. 2 nd Street SE from 1 st Ave SE to 3 rd Ave SE	
b. 2 nd Ave SE from 2 nd Street SE to 3 rd Street SE	
3. All WORK on:	November 14, 2015
a. Central Ave West, west of STA 6+50	
b. Front Street from 2 nd Street SE to the Storm Sewer River Outfall	
c. 3 rd Street SE	
d. 1 st Ave SE from Street Light Feed Point C to Front Street	
e. 1 st Street SE from Central Ave East to 1 st Ave SE	
f. 1 st Street NW	
g. 1 st Street NE	

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 **\$2,400** 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 \$_____ for each day that expires after such time until the Work is completed and ready for final payment.~~
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner \$2,400 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, 2, 3, 4, or 5 until Milestone 1, 2, 3, 4, or 5 is achieved.
- B. ~~Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$_____ for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to \$_____.~~

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

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 a monthly basis** ~~or about the _____ 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. **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. **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 **97.5 percent** of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **150 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 rate of _____ percent per annum.~~

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

- 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 10, inclusive).
 - 2. Exhibit A to the Agreement (pages 1 to 16, inclusive).
 - 3. Performance bond (pages 1 to 3, inclusive).
 - 4. Payment bond (pages 1 to 3, inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 6, inclusive).
 - 7. EDA Contracting Provisions for Construction Projects (pages 1 to 23, inclusive).
 - 8. EDA Project Sign Specifications (pages 1 to 6, inclusive).
 - 9. DHUD Provisions (pages 1 to 22, inclusive).
 - 10. Davis-Bacon Wage Rates and Federal Labor Standards Provisions.
 - 11. Certification Regarding Lobbying.
 - 12. Notice of Requirements for Affirmative Action.
 - 13. DHUD Forms and Certifications
 - a. Minority and Women's Business Enterprise Utilization Worksheet

- b. Certification of Bidder Regarding Equal Employment Opportunity
 - c. Certification of Bidder Regarding Section 3 and Segregated Facilities
 - d. Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
 - e. Noncollusion Affidavit of Prime Bidder
 - f. Certification by Proposed Subcontractor Regarding Equal Employment Opportunity
 - g. Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities
 - h. Subcontractor's Certification Concerning Labor Standards & Prevailing Wage Requirements
 - i. Noncollusion Affidavit of Subcontractor
 - j. Certification Regarding Debarment and Suspension
14. Specifications as listed in the table of contents of the Project Manual.
15. Drawings (not attached but incorporated by reference) consisting of **236** sheets with ~~each sheet bearing the following general title: _____~~ **[or]** the Drawings listed on the attached sheet index.
16. Addenda (numbers 1 to 2, inclusive).
17. Exhibits to this Agreement (enumerated as follows):
- a. Contractor's Bid (pages 1 to 29, inclusive).
18. 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. **In accordance with City of Minot Standard Specifications and General Conditions, Contractor acknowledges the TWO YEAR warranty correction period contract requirement as further detailed in Supplementary General Conditions paragraph SC-15.08.A.**

- B. Equipment or products to be purchased by the EDA award funds must be American made, to the maximum extent possible, in accordance with Public Law 103-121, Sections 606 (a) and (b).

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

This Agreement will be effective on **April 20, 2015** (which is the Effective Date of the Contract).

OWNER:

City of Minot

By:

Title: Mayor

Attest:

Title:

Address for giving notices:

PO Box 5006

515 2nd Avenue SW

Minot, ND 58701

(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:

Strata Corporation

By:

Title: Dan Syrup, Vice President

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

Witness:

~~Attest:~~

Title:

Address for giving notices:

PO Box 13500

Grand Forks, ND 58208

License No.: 693, Class A

Dun & Bradstreet (D-U-N-S) No.: **008925794**

DRAWINGS SHEET INDEX

GENERAL

G-1	1	COVER SHEET
G-2	2	SHEET INDEX
G-3	3	SYMBOLS AND ABBREVIATIONS
G-4 - G-5	4-5	GENERAL/CONSTRUCTION NOTES
G-6	6	CONSTRUCTION PHASING

GENERAL DETAILS

GC-1 - GC-4	7-10	GENERAL DETAILS
GE-1 - GE-3	11-13	ELECTRICAL SYMBOLS, ABBREVIATIONS, AND NOTES
GE-4	14	ELECTRICAL DETAILS

TYPICAL ROADWAY SECTIONS

TS-1	15	EXISTING TYPICAL ROADWAY SECTIONS
TS-2	16	PROPOSED TYPICAL ROADWAY SECTIONS

TRAFFIC CONTROL PLANS

TF-1 - TF-2	17-18	TRAFFIC CONTROL PHASE PLANS
TFD-1	19	TRAFFIC CONTROL CONSTRUCTION SIGN DETAILS

DEMOLITION PLANS

D-1	20	DEMOLITION OVERALL SITE PLAN
D-2 - D9	21-28	DEMOLITION PLANS

SANITARY SEWER PLAN AND PROFILES

SS-1	29	SANITARY SEWER OVERALL SITE PLAN
SS-2 - SS-17	30-45	SANITARY SEWER PLAN & PROFILES
SS-18	46	SANITARY SEWER SERVICES TABLE
SSD-1	47	SANITARY SEWER DETAILS

WATER MAIN PLAN AND PROFILES

W-1	48	WATER MAIN OVERALL SITE PLAN
W-2 - W-17	49-64	WATER MAIN PLAN AND PROFILES
W-18	65	WATER SERVICES TABLE
WD-1 - WD-2	66-67	WATER DETAILS

STORM SEWER PLAN AND PROFILES

STS-1	68	STORM SEWER OVERALL SITE PLAN
STS-2 - STS-16	69-83	STORM SEWER PLAN AND PROFILES
STSD-1 - STSD-3	84-86	STORM SEWER DETAILS

ROADWAY PLAN AND PROFILES

RD-1	87	ROADWAY OVERALL SITE PLAN
RD-2 - RD-22	88-108	ROADWAY PLAN AND PROFILES

PAVEMENT JOINTS PLANS

JT-1 - JT-4	109-112	PAVEMENT JOINTS PLANS
JTD-1 - JTD-2	113-114	PAVEMENT JOINTS DETAILS

DRAWINGS SHEET INDEX (CONTINUED)

PEDESTRIAN RAMP AND DRIVEWAY GRADING

PR-1 - PR-2	115-116	PEDESTRIAN RAMP GRADING PLANS
PRD-1	117	PEDESTRIAN RAMP DETAILS
DR-1	118	DRIVEWAY GRADING

EROSION CONTROL PLANS

ER-1 - ER-2	119-120	EROSION CONTROL PLANS
ER-3	121	EROSION CONTROL NOTES
ERD-1 - ERD-2	122-123	EROSION CONTROL DETAILS

STREETSCAPE PLANS

STR-1	124	STREETSCAPE OVERALL SITE PLAN
STR-2 - STR-3	125-126	STREETSCAPE PLANS
STRD-1	127	STREETSCAPE DETAILS

PAVEMENT MARKING PLANS

PMK-1	128	PAVEMENT MARKING OVERALL SITE PLAN
PMK-2 - PMK-6	129-135	PAVEMENT MARKING PLANS
PMKD-1 - PMKD-5	136-140	PAVEMENT MARKING DETAILS

SIGNING PLANS

SGN-1	141	SIGNING OVERALL SITE PLAN
SGN-2 - SGN-17	142-157	SIGNING PLANS
SGND-1 - SGND-2	158-159	SIGNING INSTALLATION DETAILS
SGND-3 - SGND-5	160-162	SIGN ASSEMBLIES DETAILS
SGND-6 - SGND-16	163-173	CUSTOM SIGNING DETAILS

ELECTRICAL PLANS

E-1	174	ELECTRICAL OVERALL SITE PLAN
E-2 - E-13	175-186	ELECTRICAL PLANS
E-14 - E-16	187-189	SINGLE LINE DIAGRAM, CONTROL SCHEMATICS, AND PANELBOARD SCHEDULES
E-17	190	LUMINAIRE SCHEDULE AND DETAILS

ROADWAY CROSS SECTIONS

CS-1 - CS-13	191-203	CENTRAL AVENUE W, E ROADWAY CROSS SECTIONS
CS-14 - CS-19	204-209	1ST AVE SW, SE ROADWAY CROSS SECTIONS
CS-20 - CS-23	210-213	2ND AVE SW, SE ROADWAY CROSS SECTIONS
CS-24 - CS-25	214-215	3RD AVE SW, SE ROADWAY CROSS SECTIONS
CS-26 - CS-28	216-218	1ST ST NW, SW ROADWAY CROSS SECTIONS
CS-29 - CS-31	219-221	MAIN ST N, S ROADWAY CROSS SECTIONS
CS-32 - CS-38	222-228	1ST ST NE, SE ROADWAY CROSS SECTIONS
CS-39 - CS-46	229-236	2ND ST NE, SE ROADWAY CROSS SECTIONS

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Strata Corporation
PO Box 13500
Grand Forks ND 58208

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM			
WORKERS COMPENSATION	12/1/2015	WC2-641-432730-294	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: MN, MT, SD ND-Employer's Liability only	EMPLOYERS LIABILITY
				Bodily Injury by Accident 500,000 Each Accident
				Bodily Injury By Disease 500,000 Policy Limit
				Bodily Injury By Disease 500,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	12/1/2015	TB7-641-432730-014	General Aggregate	
			2,000,000	
			Products / Completed Operations Aggregate	
			2,000,000	
			Each Occurrence	
			1,000,000	
			Personal & Advertising Injury	
1,000,000 Per Person / Organization				
Other Damages to Premises Rented to You \$50,000				
Other Medical Expense \$5,000 any one person				
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	12/1/2015	AS7-641-432730-024	1,000,000 Each Accident—Single Limit B.I. And P.D. Combined	
			Each Person	
			Each Accident or Occurrence	
			Each Accident or Occurrence	
			Each Accident or Occurrence	
OTHER				

ADDITIONAL COMMENTS

Downtown Infrastructure Improvements Project- Phase 1 City of Minot, Ward County, North Dakota.
Additional Insured as respects the General Liability policy, where required by written contract: City of Minot, Houston Engineering, Inc., and MWH Americas, Inc., including their agencies, officers, directors, partners, employees, agents, consultants and subcontractors. Workers Compensation, General Liability and Auto policies contain a Waiver of Subrogation in favor of the City of Minot, Houston Engineering, Inc. and MWH Americas, Inc., where required by written contract and allowed by law.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
Insurance Group**

Certificate
Holder

City of Minot
515 2nd Avenue SW
PO Box 5006
Minot ND 58701

Melissa A Seifert

Melissa Seifert

Minneapolis / 0465	AUTHORIZED REPRESENTATIVE		
701 Xenia Avenue South, Suite 400			
Minneapolis MN 55416	800-328-0705	4/27/2015	
OFFICE	PHONE	DATE ISSUED	

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2015

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).

PRODUCER Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323	CONTACT NAME: Deanna Brown or Joe Prout PHONE (A/C, No, Ext): 612-333-3323 FAX (A/C, No): 612-373-7270 E-MAIL ADDRESS: jprout@hayscompanies.com
INSURED Strata Corporation Michael G Venaccio P O Box 13500 Grand Forks, ND 58208-3500		INSURER(S) AFFORDING COVERAGE INSURER A: HOUSTON CAS CO NAIC # 42374 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 43628495

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
	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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <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	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			H14XC5001703	12/01/14	12/01/15	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job Description: Downtown Infrastructure Improvements Project- Phase 1, City of Minot , Ward County, North Dakota
Umbrella policy "follows form" of the underlying policies per the policies terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Minot 515 2nd Ave SW Minot, ND 58701 USA	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 PROPERTY INSURANCE

DATE (MM/DD/YYYY)
4/27/2015
16

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Hays Companies IDS Center, Suite 700 80 South 8th Street Minneapolis, MN 55402	CONTACT NAME:	Jonathan Kleva			
	PHONE (A/C, No, EXT):	612-333-3323	FAX (A/C, No.):	612-373-7270	
	E-MAIL ADDRESS:	info@hayscompanies.com			
	PRODUCER CUSTOMER ID:	STRATA1			
INSURED Strata Corporation Attn: Michael G. Venaccio P.O. Box 13500 Grand Forks, ND 58208-3500	INSURER(S) AFFORDING COVERAGE			NAIC #	
	INSURER A:	Affiliated FM Insurance Company			10014
	INSURER B:				
	INSURER C:				
	INSURER D:				
	INSURER E:				
	INSURER F:				

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER: 12:00:00 AM

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach Acord 101, Additional Remarks Schedule, if more space is required)

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	EP094	12/1/2014	12/1/2015	BUILDING	\$
		CAUSES OF LOSS				PERSONAL PROPERTY	\$
		DEDUCTIBLES				BUSINESS INCOME	\$
		BASIC				EXTRA EXPENSE	\$
		BROAD				RENTAL VALUE	\$
	<input checked="" type="checkbox"/>	SPECIAL				BLANKET BUILDING	\$
		EARTHQUAKE				BLANKET PERS PROP	\$
		WIND				BLANKET BLDG & PP	\$ 10000000
		FLOOD				Contractors Equipment	\$ Included
							\$
		INLAND MARINE	TYPE OF POLICY				\$
		CAUSES OF LOSS					\$
		NAMED PERILS	POLICY NUMBER				\$
							\$
		CRIME					\$
		TYPE OF POLICY					\$
							\$
							\$
A	<input checked="" type="checkbox"/>	BOILER & MACHINERY/ EQUIPMENT BREAKDOWN	EP094	12/1/2014	12/1/2015		\$ Included
							\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

As respects the Downtown Infrastructure Improvement Project, Phase 1, City of Minot, Ward Count ND, The City of Minot is included as Additional Insured

CERTIFICATE HOLDER

CANCELLATION

City of Minot
PO Box 5006
515 2nd Ave 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



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 1-800-777-6033
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

BRADSHAW JAMES R PRESIDENT
STRATA CORPORATION
PO BOX 13500
GRAND FORKS ND 58208-3500

Employer Account Number: 205971

Issued Date: 02/12/2015

Expiration Date: 02/13/2016

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
6042A	Street-Road-Hwy Construction
6042C	Sand & Gravel-Excav & Hauling
6042D	Concrete & Asphalt Plants
7405	Aircraft Flying Operations
8747	Professional/Business Reps
8805	Clerical Office Employees



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
Ryan Rauschenberger, Commissioner

November 13, 2014

Ref: L0376199424
Acct: 0264276-CCT-014

STRATA CORPORATION
PO BOX 13500
GRAND FORKS ND 58208-3500

**RE: Statement Of The North Dakota Tax Commissioner Relating To Income
Tax And Sales/Use Tax Clearance**

This Income, Sales and Use Tax Clearance Expires December 31, 2015.

A search of the records in the office of the North Dakota Tax Commissioner does not show probable cause to believe that any income taxes, sales use, or gross receipts taxes are owing and unpaid by the above named taxpayer to the State of North Dakota. You are advised that insofar as North Dakota Century Code § 43-07-11.1 is concerned, a contract may be executed. This does not release any further income, sales use, or gross receipts tax liability found to be due after audit or examination.

A copy of the Statement of Income, Sales/Use/Gross Receipts Tax Clearance must be submitted to the governmental institution or political subdivision with whom the contract is to be executed and the governmental institution or political subdivision must make a record of the tax clearance number. ***This is the only copy of the notice of clearance to be issued and should be kept in your files.*** Copies should be made for issuance to governmental institutions or political subdivisions with whom contracts are executed.

/s/ Myles S. Vosberg

Myles S. Vosberg
Director, Tax Administration

State of North Dakota

SECRETARY OF STATE



CONTRACTORS LICENSE RENEWAL

NO: 693 CLASS A

I, Alvin A. Jaeger, Secretary of State of the State of North Dakota, and as Registrar of Contractors, certify that **STRATA CORPORATION** whose address is Grand Forks, 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.

STRATA CORPORATION 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 January 29, 2015.

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State