

**CITY OF BIWABIK  
SPECIAL MEETING**

AGENDA

**MONDAY FEBRUARY 24, 2020  
6:30 P.M. SPECIAL MEETING**

**BIWABIK CITY HALL  
321 N MAIN STREET  
BIWABIK, MN**

1. Call to Order/Roll Call/Approve Agenda
2. Resolution 2020-5 Entering into an Agreement with the State of Minnesota Department of Transportation Regarding the Reconstruction of Trunk Highway 135
3. Approval of Updated Pay Application #4 for City-Wide Reconstruction (Phase 4)
4. Adjourn

**DATE:** February 24, 2020

**AGENDA ITEM:** Resolution 2020-5 Entering into an Agreement with the State of Minnesota Department of Transportation Regarding the Reconstruction of Trunk Highway 135

**BACKGROUND:** The included cooperative construction agreement lays out the details of how the upcoming reconstruction of Main Street/HWY 135 will be handled. The bids for this project are scheduled to be opened on February 28<sup>th</sup>. The agreement needs to be approved and signed by both parties before the bids are opened.

**ATTACHMENTS:**

- A. Resolution 2020-05
- B. Cooperative Construction Agreement

# COUNCIL RESOLUTION

Resolution No. 2020-05

City of Biwabik, Minnesota

## RESOLUTION ENTERING INTO AN AGREEMENT WITH THE STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION REGARDING THE RECONSTRUCTION OF TRUNK HIGHWAY 135

**IT IS RESOLVED** that the City of Biwabik enter into MnDOT Agreement No.1035700 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State for the City's share of the cost of the grading, bituminous surfacing, bituminous mill and overlay, lighting, ADA improvement construction , and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 135 from County Road No. 715 to 3,250 feet east of County State Aid Highway No. 4 within the Corporate City limits under State Project No. 6912-79 (T.H. 135=035).

**IT IS FURTHER RESOLVED** that the Mayor and City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Adopted this 24th Day of February, 2020

\_\_\_\_\_  
Jim Weikum, Mayor

**Attest:**

\_\_\_\_\_  
Jeff Jacobson, City Administrator

Moved by Councilmember \_\_\_\_\_ supported by Councilmember \_\_\_\_\_ that the above resolution be adopted:

Ayes:  
Nayes:

### CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Biwabik at an authorized meeting held on February 24, 2020, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

<b>State Project Number (S.P.):</b>	<u>6912-79</u>	<b>Estimated Amount Receivable</b>
<b>Trunk Highway Number (T.H.):</b>	<u>135=035</u>	<b><u>\$1,493,395.83</u></b>
<b>Federal Project Number:</b>	<u>STPF 6920 (073)</u>	
<b>Lighting System Feed Point No.:</b>	<u>"BWW"</u>	

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

**Recitals**

1. The State will perform grading, bituminous surfacing, bituminous mill and overlay, lighting, ADA improvement construction, and other associated construction upon, along, and adjacent to Trunk Highway No. 135 from County Road No. 715 to 3,250 feet east of County State Aid Highway No. 4 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6912-79 (T.H. 135=035) ("Project"); and
2. The City has requested the State include in its Project lighting, utility, and parking lane construction; and
3. The City requests that it perform certain aspects of the construction engineering in connection with the utility construction and the State concurs in that request; and
4. The City wishes to participate in the costs of the lighting, utility, and parking lane construction and associated State performed construction engineering; and
5. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

1. **Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**
  - 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
  - 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
  - 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker

Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.

- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 6912-79 (T.H. 135=035) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Administrator and attached and incorporated into this Agreement.

## 2. Construction by the State

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

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

- A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and except as provided below, perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Construction Engineering and Inspection by the City.** The City will assign its City Engineer or other registered professional engineer to perform construction engineering in connection with the City utility construction. The engineer so assigned will act under the supervision and direction of the State and be responsible for staking and surveying, construction inspection, and associated documentation for said construction. The construction will be performed according to the Project Plans and recognized and accepted practices and procedures as set forth in various State manuals, including Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction". The City will furnish other personnel, services, supplies, and equipment needed to properly carry on the construction.
  - i. **Documentation of Construction Costs.** At regular intervals after the State's contractor has started the City utility construction, the City will prepare partial estimates of the construction costs according to the terms of the construction contract and immediately submit the partial estimates to the State. The City will also prepare the final estimate data for said construction and submit the final estimate to the State. Quantities listed on the partial and final estimates will be documented according to guidelines in the applicable documentation manual.
  - ii. **Final Inspection of Construction.** Upon completion of the City utility construction, the City will advise the State whether or not said construction should be accepted by the State as being performed in a satisfactory manner. If the City recommends that the State not accept the construction, then the City will, as part of their recommendation, identify the specific defects in the construction and the reasons why it should not be accepted. Any recommendations made by the City are not binding on the State. The State will determine, after considering the City's recommendations, whether or not the construction has been properly performed and whether to accept or reject it.
  - iii. **Inspection of Other City Participation Construction.** The remainder of the City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's

authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

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

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

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

**2.5. Permits.**

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).
- B. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

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

**3. Maintenance by the City**

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

- 3.1. Parking Lanes on T.H. 135.** Maintenance of T.H. 135 parking lanes. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, parking-related signing and pavement markings, if any, and any other maintenance activities according to accepted City maintenance practices.

- 3.2. **Roadway (7<sup>th</sup> Avenue North).** Maintenance and ownership of 7<sup>th</sup> Avenue North. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.
  - 3.3. **Roadway (T.H. 135) Medians.** Maintenance of T.H. 135 median construction at approximately Station 553+06.6 to 555+92, Station 556+69 to 558+25, Station 702+20 to 704+38, and Station 705+17 to 707+71, including any decorative concrete. Maintenance includes, but is not limited to, debris removal, patching, crack repair, panel replacement, vegetation control, and any other maintenance activities necessary to perpetuate the medians in a safe, useable, and aesthetically acceptable condition.
  - 3.4. **Storm Sewers.** Routine maintenance of 7<sup>th</sup> Avenue North storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
  - 3.5. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
  - 3.6. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
  - 3.7. **Lighting.** Maintenance and ownership of any lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.
  - 3.8. **Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.
4. **Basis of City Cost**
    - 4.1. **Schedule "I".** The Preliminary Schedule "I" includes all anticipated City participation construction items, lump sum amounts, and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
    - 4.2. **City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, field laboratory, and traffic control.

- A. 100 Percent will be the City's rate of cost participation in all of the City utility construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 through No. 4 of the Preliminary Schedule "I".
- B. 50 Percent will be the City's rate of cost participation in all of the lighting construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 5 of the Preliminary Schedule "I".
- C. 10 Percent is the City's bid-based lump sum rate of cost participation in all of the parking lane construction. This bid-based lump sum cost share is tabulated on Sheet No. 6 of the Preliminary Schedule "I" and is based upon estimated quantities and contractor bid unit prices.

4.3. **Construction Engineering Costs.** The City will pay a construction engineering charge equal to 4 percent of the total City participation for City utility construction covered under Article 4.2.A and does not include utility removals or non-utility construction. The 4 percent construction engineering eligible items are denoted as such on Sheets No. 2 through No. 4 of the Preliminary Schedule "I". The City will pay a construction engineering charge equal to 8 percent of the remainder of the City participation construction covered under this Agreement.

4.4. **Light Pole Painting.** The City has requested the light poles to be painted. The City's lump sum cost for light pole painting is **\$14,500.00**.

4.5. **Sod Credit.** The City has requested a concrete paved boulevard in lieu of a sod boulevard. The City's cost for a concrete boulevard is included in the City's cost participation. The City's total Project cost participation will be reduced by the State's estimated cost for a sod boulevard ("Sod Credit"). The lump sum sod credit is **\$13,184.00**.

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

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

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

## 5. City Cost and Payment by the City

5.1. **City Cost.** **\$1,493,395.83** is the City's estimated share of the costs of the contract construction and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

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

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



- B. The City's receipt of a written request from the State for the advancement of funds according to the following Payment Schedule.

**Payment Schedule**

1st Payment = \$250,000.00 upon award of the construction contract.

2nd Payment = Remaining balance of anticipated City costs due on or before May 1, 2021.

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

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

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

**6. Authorized Representatives**

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

- 6.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
Telephone: (651) 366-4634  
E-Mail: malaki.ruranika@state.mn.us

- 6.2. The City's Authorized Representative will be:

Name, Title: Jeff Jacobson, City Administrator (or successor)  
Address: 321 North Main Street, P.O. Box 529, Biwabik, MN 55708  
Telephone: (218) 865-4183  
E-Mail: administrator@cityofbiwabik.com

**7. Assignment; Amendments; Waiver; Contract Complete**

- 7.1. **Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

- 7.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

- 7.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**8. Liability; Worker Compensation Claims**

**8.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

**8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**9. Nondiscrimination**

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

**10. State Audits**

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

**11. Government Data Practices**

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

**12. Governing Law; Jurisdiction; Venue**

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

**13. Termination; Suspension**

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

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

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

**14. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

**CITY OF BIWABIK**

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

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

Date: \_\_\_\_\_

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

**PRELIMINARY SCHEDULE "I"**  
**Agreement No. 1035700**  
**City of Biwabik**

Preliminary: February 13, 2019

S.P. 6912-79 (T.H. 135-035)  
 Fed. Proj. STPF 6920(073)

Grading, bituminous surfacing, bituminous mill and overlay, lighting, and ADA improvement construction to start approximately April 2020 under State Contract No. \_\_\_\_\_ with \_\_\_\_\_ located on T.H. 135 from County Road 715 to 3,250 feet east of County State Aid Highway No. 4

CITY COST PARTICIPATION		TOTALS
Utilities (From Sheet No. 4)		857,130.00
Construction Engineering (CE) (4%)		34,285.20
City-Performed CE Utility Total		\$891,415.20
City Work Item (State-Performed CE) (From Sheet No. 4)		430,996.29
Lighting (From Sheet No. 5)		121,926.50
Parking Lane (lump sum) (From Sheet No. 6)		3,248.16
State-Performed CE Subtotal		\$556,170.95
Construction Engineering (8%)		44,493.68
Lighting & Parking Total		\$600,664.63
Sod Credit		(\$13,184.00)
(1) Light Pole Painting (lump sum)		\$14,500.00
<b>(2) Total City Cost</b>		<b>\$1,493,395.83</b>

**CITY PAYMENTS**

<b>Total City Cost</b>	<b>\$1,493,395.83</b>
(3) Payment No. 1 (Advance Payment) Due upon Award	\$250,000.00
Payment No. 2 (Balance) Due by May 1, 2021	\$1,243,395.83

- (1) Lump sum cost for light pole painting is \$500.00 per light pole. \$500.00 x 29 light poles = \$14,500.00
- (2) City's estimated cost as described in Article 5.1 of the Agreement
- (3) Payment Schedule as described in Article 5.2 of the Agreement

ITEM NUMBER	S.P. 6912-79 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (I)
2021.501	MOBILIZATION	LUMP SUM	0.17	243,000.00	41,310.00
2031.502	FIELD OFFICE TYPE D	EACH	0.17	15,937.00	2,709.29
2031.502	FIELD LABORATORY TYPE D	EACH	0.17	10,890.00	1,851.30
2104.502	REMOVE LIGHTING UNIT	EACH	21.00	163.00	3,423.00
2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	17.00	600.00	10,200.00
2104.502	REMOVE GATE VALVE & BOX	EACH	18.00	300.00	5,400.00
2104.502	REMOVE CURB STOP & BOX	EACH	15.00	200.00	3,000.00
2104.502	REMOVE HYDRANT	EACH	4.00	500.00	2,000.00
2104.502	REMOVE HANDHOLE	EACH	16.00	285.00	4,560.00
2104.502	REMOVE LIGHT FOUNDATION	EACH	74.00	327.00	24,198.00
2104.503	REMOVE WATER MAIN	LN FT	2,300.00	4.50	10,350.00
2104.503	REMOVE SEWER PIPE (STORM)	LN FT	13.00	20.00	260.00
2104.503	REMOVE SEWER PIPE (SANITARY)	LN FT	1,560.00	4.50	7,020.00
2104.503	REMOVE CURB & GUTTER	LN FT	115.00	5.00	575.00
2104.503	REMOVE CABLES	LN FT	7,200.00	1.00	7,200.00
2104.503	REMOVE OVERHEAD CABLE	LN FT	708.00	1.00	708.00
2104.503	REMOVE SANITARY SERVICE PIPE	LN FT	1,266.00	3.00	3,798.00
2104.503	REMOVE WATER SERVICE PIPE	LN FT	555.00	3.00	1,665.00
2104.503	REMOVE CONDUIT SYSTEM	LN FT	7,200.00	4.00	28,800.00
2104.503	REMOVE DIRECT BURIED LIGHTING CABLE	LN FT	1,200.00	4.00	4,800.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	33.00	5.00	165.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	416.00	4.00	1,664.00
2104.518	REMOVE CONCRETE WALK	SQ FT	13.00	0.90	11.70
2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	450.00	2.20	990.00
2105.609	EXCAVATION SPECIAL	TON	513.00	21.00	10,773.00
2105.609	HAUL & DISPOSE OF CONTAMINATED MATERIAL	TON	513.00	58.00	29,754.00
2106.507	SELECT GRANULAR EMBANKMENT MOD 10% (CV)	CU YD	85.00	18.00	1,530.00
2106.507	COMMON EMBANKMENT (CV)	CU YD	821.00	10.00	8,210.00
2211.507	AGGREGATE BASE (CV) CLASS 6	CU YD	70.00	34.00	2,380.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	100.00	50.45	5,045.00
2503.506	* 6" DUCTILE IRON PIPE SEWER CL 52	LN FT	1,266.00	65.00	82,290.00
2503.506	* 8" DUCTILE IRON PIPE SEWER CL 52	LN FT	511.00	86.00	43,946.00
2503.506	* 10" DUCTILE IRON PIPE SEWER CL 52	LN FT	10.00	130.00	1,300.00
2503.506	* 12" DUCTILE IRON PIPE SEWER CL 52	LN FT	316.00	168.00	53,088.00

(1) 100% CITY

(P) = PLAN QUANTITY

\* = 4% CONSTRUCTION ENGINEERING

1035700

ITEM NUMBER	S.P. 6912-79 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2503.506	* 16" DUCTILE IRON PIPE SEWER CL 52	LN FT	744.00	431.00	320,664.00
2503.602	* CONNECT TO EXISTING SANITARY SEWER	EACH	5.00	589.00	2,945.00
2503.602	* CONNECT TO EXISTING MANHOLES (SAN)	EACH	2.00	1,000.00	2,000.00
2503.602	* CONNECT TO EXISTING STORM SEWER	EACH	1.00	1,200.00	1,200.00
2503.602	* CONNECT TO EXISTING SANITARY SEWER SER	EACH	32.00	250.00	8,000.00
2503.602	* 8"X6" PVC WYE	EACH	16.00	300.00	4,800.00
2503.602	* 12"X6" PVC WYE	EACH	9.00	450.00	4,050.00
2503.602	* 15"X6" PVC WYE	EACH	7.00	900.00	6,300.00
2503.603	* VIDEO TAPE PIPE SEWER	LN FT	1,581.00	2.00	3,162.00
2503.608	* DUCTILE IRON FITTINGS	POUND	5,374.00	10.00	53,740.00
2504.601	* TEMPORARY WATER SERVICE	LUMP SUM	1.00	20,000.00	20,000.00
2504.602	* CONNECT TO EXISTING WATER MAIN	EACH	12.00	1,500.00	18,000.00
2504.602	* CONNECT TO EXISTING WATER SERVICE	EACH	12.00	350.00	4,200.00
2504.602	* HYDRANT	EACH	2.00	4,500.00	9,000.00
2504.602	* ADJUST VALVE BOX-WATER	EACH	3.00	5,000.00	15,000.00
2504.602	* ABANDON WATER SERVICE	EACH	1.00	1,400.00	1,400.00
2504.602	* 1" CORPORATION STOP	EACH	12.00	200.00	2,400.00
2504.602	* 6" GATE VALVE & BOX	EACH	2.00	2,000.00	4,000.00
2504.602	* 8" GATE VALVE & BOX	EACH	7.00	2,500.00	17,500.00
2504.602	* 10" GATE VALVE & BOX	EACH	2.00	3,000.00	6,000.00
2504.602	* 1" CURB STOP & BOX	EACH	12.00	450.00	5,400.00
2504.603	* 1" TYPE K COPPER PIPE	LN FT	535.00	35.00	18,725.00
2504.603	* 6" WATERMAIN DUCTILE IRON CL 52	LN FT	35.00	30.00	1,050.00
2504.603	* 8" WATERMAIN DUCTILE IRON CL 52	LN FT	1,013.00	45.00	45,585.00
2504.603	* 16" WATERMAIN HDPE	LN FT	37.00	75.00	2,775.00
2504.603	* 10" PVC WATERMAIN	LN FT	687.00	50.00	34,350.00
2504.604	* 2" POLYSTYRENE INSULATION	SQ YD	288.00	30.00	8,640.00
2504.608	* WATERMAIN FITTINGS	POUND	1,890.00	8.00	15,120.00
2506.502	* CONST DRAINAGE STRUCTURE DESIGN G	EACH	1.00	2,000.00	2,000.00
2506.502	* CONSTRUCT DRAINAGE STRUCTURE DES 4007	EACH	7.00	3,000.00	21,000.00
2506.502	* ADJUST FRAME & RING CASTING	EACH	5.00	3,500.00	17,500.00
2506.602	CONCRETE COLLAR	EACH	9.00	1,000.00	9,000.00
2521.518	4" CONCRETE WALK	SQ FT	13.00	4.00	52.00
2521.618	4" CONCRETE WALK SPECIAL	SQ FT	14,832.00	6.00	88,992.00



(2) 40% FEDERAL, 10% STATE, 50% CITY

(P) = PLAN QUANTITY

1035700

ITEM NUMBER	S.P. 6912-79 LIGHTING WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2545.502	LIGHTING UNIT TYPE SPECIAL	EACH	29.00	2,800.00	81,200.00
2545.502	LIGHT FOUNDATION DESIGN E	EACH	29.00	892.00	25,868.00
2545.502	SERVICE CABINET -TYPE L2	EACH	1.00	7,000.00	7,000.00
2545.502	SERVICE EQUIPMENT	EACH	1.00	680.00	680.00
2545.502	EQUIPMENT PAD B	EACH	1.00	872.00	872.00
2545.502	GROUNDING ELECTRODE	EACH	19.00	136.00	2,584.00
2545.503	2" NON-METALLIC CONDUIT	LIN FT	7,220.00	6.00	43,320.00
2545.503	2" NON-METALLIC COND (DIRECTIONAL BORE)	LIN FT	200.00	9.00	1,800.00
2545.503	3" NON-METALLIC CONDUIT	LIN FT	32.00	12.00	384.00
2545.503	3" NON-METALLIC COND (DIRECTIONAL BORE)	LIN FT	55.00	24.00	1,320.00
2545.503	UNDERGROUND WIRE 1/C 4 AWG	LIN FT	30,500.00	1.65	50,325.00
2550.602	PULL VAULT	EACH	19.00	1,500.00	28,500.00
				TOTAL	\$243,853.00
	(2) 50% STATE	\$121,926.50			
	80% FEDERAL AID	\$97,541.20			
	20% STATE MATCH	\$24,385.30			
	50% CITY	\$121,926.50			



ITEM NUMBER	S.P. 6912-79 PARKING LANE WORK ITEM - BID BASED LUMP SUM	UNIT	QUANTITY	UNIT PRICE	COST (3)
2021.501	MOBILIZATION	LUMP SUM	0.01	243,000.00	2,430.00
2031.502	FIELD OFFICE TYPE D	EACH	0.01	15,937.00	159.37
2031.502	FIELD LABORATORY TYPE D	EACH	0.01	10,890.00	108.90
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	563.00	50.45	28,403.35
2563.601	TRAFFIC CONTROL	LUMP SUM	0.01	138,000.00	1,380.00
				TOTAL	\$32,481.62
	(3) 90% STATE	\$29,233.46			
	80% FEDERAL AID	\$23,386.77			
	20% STATE MATCH	\$5,846.69			
	10% CITY	\$3,248.16			

**CITY OF BIWABIK**

**RESOLUTION**

IT IS RESOLVED that the City of Biwabik enter into MnDOT Agreement No. 1035700 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the grading, bituminous surfacing, bituminous mill and overlay, lighting, ADA improvement construction, and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 135 from County Road No. 715 to 3,250 feet east of County State Aid Highway No. 4 within the corporate City limits under State Project No. 6912-79 (T.H. 135=035).

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Biwabik at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2020
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)

**DATE:** February 24, 2020

**AGENDA ITEM:** Approval of Updated Pay Application #4 for City-Wide Reconstruction (Phase 4)

**BACKGROUND:** CC Winger's 4th and final application for payment in the amount of \$9,796.28 was approved at the October 2019 City Council Meeting, but the contractor had some revisions after that meeting. The check for \$9,796.28 was printed and signed but has not been released due to the need to recheck the numbers. The revised amount for the final pay estimate is \$11,127.04

The City Engineer has verified that the following revisions are needed to make it accurate:

Line #	Item	As Approved 10/7/19	Updated	Difference
6	Remove Sewer Pipe	977.50	1,052.25	74.75
34	8" PVC Sewer Pipe	8,500	9,150	650
38	8"x6" PVC WYE	3,150	3,600	450
40	Televise Sanitary Sewer	2,040	2,196	156
		14,667.50	15,998.25	1,330.75

**ATTACHMENTS:**

- A. Previously Approved Pay Application #4
- B. Updated Pay Application #4

# Previously Approved



Application for Payment  
(Unit Price Contract)  
No. 4 (FINAL) (REVISED)

Eng. Project No.: BIWAB 148013

Location: Biwabik, MN

Contractor C&C Winger

Contract Date April 9, 2019

7854 Highway 135 N

Embarrass, MN 55732

Contract Amount \$ 144,639.50

Contract for City Wide Infrastructure Improvements Phase 4

Application Date 9/25/19

For Period Ending 9/9/19

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
1	MOBILIZATION	LUMP SUM	1	1	\$13,000.00	\$13,000.00
2	TRAFFIC CONTROL	LUMP SUM	1	1	850.00	\$850.00
3	EROSION CONTROL	LUMP SUM	1		700.00	
4	EXPLORATORY DIGGING	HOUR	8	10	300.00	\$3,000.00
5	REMOVE CURB & GUTTER	LIN FT	20	38	11.00	\$418.00
6	REMOVE SEWER PIPE (SANITARY)	LIN FT	115	170	5.75	\$977.50
7	REMOVE MANHOLE	EACH	1	1	400.00	\$400.00
8	REMOVE WATER MAIN	LIN FT	332	330	8.25	\$2,722.50
9	REMOVE GATE VALVE	EACH	1	2	290.00	\$580.00
10	REMOVE WATER SERVICE PIPE	LIN FT	100	123	5.50	\$676.50
11	REMOVE CURB STOP & BOX	EACH	0	8	175.00	\$1,400.00
12	REMOVE SANITARY SERVICE PIPE	LIN FT	70	95	8.25	\$783.75
13	REMOVE CONCRETE WALK	SQ YD	25	2	6.75	\$13.50
14	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	50	22	6.75	\$148.50
15	REMOVE BITUMINOUS PAVEMENT (FULL DEPTH)	SQ YD	415	550	5.50	\$3,058.00
16	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	68	17	6.75	\$114.75
17	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	200	137	5.50	\$753.50
18	COMMON EXCAVATION (P)	CU YD	350	350	26.50	\$9,275.00
19	GEOTEXTILE FABRIC TYPE V	SO YD	518	403	2.25	\$906.75
20	SELECT GRANULAR BORROW (CV)	CU YD	156	156	28.50	\$4,416.00
21	AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE	CU YD	130	130	38.50	\$5,005.00
22	MIXTURE (3.B) TYPE SP 12.5 WEARING COURSE	TON	40	51	93.50	\$4,768.50
23	MIXTURE (3.B) BITUMINOUS MATERIAL FOR TACK COAT	TON	55	34.23	93.50	\$3,200.51
24		GAL	30	35	11.00	\$385.00

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
25	BITUMINOUS PATCH	SQ YD	65	103.2	88.00	\$9,081.60
26	BITUMINOUS DRIVEWAY	SQ YD	25	62	33.00	\$2,046.00
27	4" PERF PE PIPE DRAIN	LIN FT	40		11.00	
28	4" CONCRETE WALK CONCRETE CURB & GUTTER (HAND POURED)	SQ FT	20	19	40.00	\$760.00
29		LIN FT	20	38	40.00	\$1,520.00
30	CONCRETE VALLEY GUTTER 7" CONCRETE DRIVEWAY PAVEMENT	LIN FT	130	128	40.00	\$5,120.00
31		SQ YD	50	38.2	90.00	\$3,438.00
32	ADJUST FRAME & RING CASTING	EACH	1	1	385.00	\$385.00
33	ADJUST GATE VALVE & BOX	EACH	1	1	175.00	\$175.00
34	8" PVC PIPE SEWER C-900 6" PVC PIPE SEWER SDR 26 SERVICE PIPE	LIN FT	144	170	60.00	\$8,600.00
35		LIN FT	70	95	40.00	\$3,800.00
36	SANITARY MANHOLE CONNECT TO EXISTING SANITARY SEWER	EACH	1	1	4,500.00	\$4,500.00
37		EACH	1	1	175.00	\$175.00
38	8" X 8" PVC WYE	EACH	0	7	460.00	\$3,160.00
39	TRACER WIRE BOX	EACH	6	14	350.00	\$4,900.00
40	TELEWISE SANITARY SEWER	LIN FT	144	170	12.00	\$2,040.00
41	8" WATER MAIN - C-900	LIN FT	332	330	50.00	\$16,600.00
42	0" WATER MAIN - DUCT IRON CL 62	LIN FT	10	9.5	95.00	\$902.50
43	8" GATE VALVE AND BOX CONNECT TO EXISTING WATER MAIN	EACH	2	2	3,500.00	\$7,000.00
44		EACH	3	3	850.00	\$2,550.00
45	3/4" CORPORATION STOP	EACH	7	8	280.00	\$2,240.00
46	3/4" CURB STOP AND BOX	EACH	7	8	340.00	\$2,720.00
47	3/4" TYPE K COPPER PIPE	LIN FT	100	141	35.00	\$4,935.00
48	4" INSULATION TEMPORARY WATER SUPPLY SYSTEM	SQ YD LUMP SUM	11 1	19.8 1	48.00 1,850.00	\$950.40 \$1,850.00
49		LUMP SUM	1 1	1 1	6,200.00	\$6,200.00
50	LOWER WATER MAIN		1	1	6,200.00	\$6,200.00
51	WATER MAIN FITTINGS	POUND	532	572	7.00	\$4,004.00
52	TOPSOIL BORROW (L.V)	CU YD	20	30	38.00	\$1,140.00
53	HYDROSEED & MULCH	LUMP SUM	1 1	1 1	700.00	\$700.00
Total Contract Amount						\$157,165.76

Application for Payment (continued)

Total Contract Amount	\$ 144,639.50	Total Amount Earned	\$ 157,165.76
Contract Change Order No. _____		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No. _____		Percent Complete	_____
Contract Change Order No. _____		Percent Complete	_____
Less Previous Applications		Percent Complete	_____
AFP No. 1 95,653.98	AFP No. 6 _____	GROSS AMOUNT DUE	\$ 157,165.76
AFP No. 2 47,915.01	AFP No. 7 _____	LESS _____ % RETAINAGE	\$ _____
AFP No. 3 3,800.48	AFP No. 8 _____	AMOUNT DUE TO DATE	\$ 157,165.76
AFP No. 4 _____	AFP No. 9 _____	LESS PREVIOUS APPLICATIONS	\$ 147,369.47
AFP No. 5 _____		AMOUNT DUE THIS APPLICATION	\$ 9,796.28

**CONTRACTOR'S AFFIDAVIT**

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, City Wide Infrastructure Improvements Phase 4, Blwabik, MN, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date 9/25 2019

C&C Winger  
(Contractor)

By George Winger President  
(Name and Title)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connection with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

Matthew R. [Signature]  
Superintendent, Hendrickson Inc.

By \_\_\_\_\_  
Date 9/25/2019

City of Blwabik

By \_\_\_\_\_  
Date \_\_\_\_\_

# Updated



Application for Payment  
(Unit Price Contract)  
No. 4 (FINAL) (REVISED)

Eng. Project No.: BIWAB 148013

Location: Biwabik, MN

Contractor C&C Winger Contract Date April 9, 2019  
7854 Highway 135 N  
Embarrass, MN 55732 Contract Amount \$ 144,639.50

Contract for City Wide Infrastructure Improvements Phase 4

Application Date 9/25/19 For Period Ending 9/9/19

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
1	MOBILIZATION	LUMP SUM	1	1	\$13,000.00	\$13,000.00
2	TRAFFIC CONTROL	LUMP SUM	1	1	850.00	\$850.00
3	EROSION CONTROL	LUMP SUM	1		700.00	
4	EXPLORATORY DIGGING	HOUR	8	10	300.00	\$3,000.00
5	REMOVE CURB & GUTTER	LIN FT	20	38	11.00	\$418.00
6	REMOVE SEWER PIPE (SANITARY)	LIN FT	115	183	5.75	\$1,052.25
7	REMOVE MANHOLE	EACH	1	1	400.00	\$400.00
8	REMOVE WATER MAIN	LIN FT	332	330	8.25	\$2,722.50
9	REMOVE GATE VALVE	EACH	1	2	290.00	\$580.00
10	REMOVE WATER SERVICE PIPE	LIN FT	100	123	5.50	\$676.50
11	REMOVE CURB STOP & BOX	EACH	6	8	175.00	\$1,400.00
12	REMOVE SANITARY SERVICE PIPE	LIN FT	70	95	8.25	\$783.75
13	REMOVE CONCRETE WALK	SQ YD	25	2	6.75	\$13.50
14	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	50	22	6.75	\$148.50
15	REMOVE BITUMINOUS PAVEMENT (FULL DEPTH)	SQ YD	415	556	5.50	\$3,058.00
16	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	68	17	6.75	\$114.75
17	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	200	137	5.50	\$753.50
18	COMMON EXCAVATION (P)	CU YD	350	350	26.50	\$9,275.00
19	GEOTEXTILE FABRIC TYPE V	SQ YD	518	403	2.25	\$906.75
20	SELECT GRANULAR BORROW (CV)	CU YD	156	156	28.50	\$4,446.00
21	AGGREGATE BASE (CV) CLASS 5 TYPE SP 9.5 WEARING COURSE	CU YD	130	130	38.50	\$5,005.00
22	MIXTURE (3,B) TYPE SP 12.5 WEARING COURSE	TON	40	51	93.50	\$4,768.50
23	MIXTURE (3,B) BITUMINOUS MATERIAL FOR TACK COAT	TON	55	34.23	93.50	\$3,200.51
24		GAL	30	35	11.00	\$385.00

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
25	BITUMINOUS PATCH	SQ YD	65	103.2	88.00	\$9,081.60
26	BITUMINOUS DRIVEWAY	SQ YD	25	62	33.00	\$2,046.00
27	4" PERF PE PIPE DRAIN	LIN FT	40		11.00	
28	4" CONCRETE WALK CONCRETE CURB & GUTTER (HAND POURED)	SQ FT	20	19	40.00	\$760.00
29		LIN FT	20	38	40.00	\$1,520.00
30	CONCRETE VALLEY GUTTER 7" CONCRETE DRIVEWAY PAVEMENT	LIN FT	130	128	40.00	\$5,120.00
31		SQ YD	50	38.2	90.00	\$3,438.00
32	ADJUST FRAME & RING CASTING	EACH	1	1	385.00	\$385.00
33	ADJUST GATE VALVE & BOX	EACH	1	1	175.00	\$175.00
34	8" PVC PIPE SEWER C-900 6" PVC PIPE SEWER SDR 26 SERVICE PIPE	LIN FT	144	183	50.00	\$9,150.00
35		LIN FT	70	95	40.00	\$3,800.00
36	SANITARY MANHOLE CONNECT TO EXISTING SANITARY SEWER	EACH	1	1	4,500.00	\$4,500.00
37		EACH	1	1	175.00	\$175.00
38	8" X 6" PVC WYE	EACH	6	8	450.00	\$3,600.00
39	TRACER WIRE BOX	EACH	6	14	350.00	\$4,900.00
40	TELEWISE SANITARY SEWER	LIN FT	144	183	12.00	\$2,196.00
41	8" WATER MAIN - C-900	LIN FT	332	330	50.00	\$16,500.00
42	6" WATER MAIN - DUCT IRON CL 52	LIN FT	10	9.5	95.00	\$902.50
43	8" GATE VALVE AND BOX CONNECT TO EXISTING WATER MAIN	EACH	2	2	3,500.00	\$7,000.00
44		EACH	3	3	850.00	\$2,550.00
45	3/4" CORPORATION STOP	EACH	7	8	280.00	\$2,240.00
46	3/4" CURB STOP AND BOX	EACH	7	8	340.00	\$2,720.00
47	3/4" TYPE K COPPER PIPE	LIN FT	100	141	35.00	\$4,935.00
48	4" INSULATION TEMPORARY WATER SUPPLY SYSTEM	SQ YD LUMP SUM	11 1	19.8 1	48.00 1,850.00	\$950.40 \$1,850.00
49		LUMP SUM	1	1	5,200.00	\$5,200.00
50	LOWER WATER MAIN	SUM	1	1	5,200.00	\$5,200.00
51	WATER MAIN FITTINGS	POUND	532	572	7.00	\$4,004.00
52	TOPSOIL BORROW (LV)	CU YD LUMP	20	30	38.00	\$1,140.00
53	HYDROSEED & MULCH	SUM	1	1	700.00	\$700.00
<b>Total Contract Amount</b>						<b>\$158,496.51</b>



**Application for Payment (continued)**

Total Contract Amount	\$ <u>144,639.50</u>	Total Amount Earned	\$ <u>158,496.51</u>
		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No. _____		Percent Complete _____	_____
Contract Change Order No. _____		Percent Complete _____	_____
Contract Change Order No. _____		Percent Complete _____	_____
Less Previous Applications:		GROSS AMOUNT DUE	\$ <u>158,496.51</u>
AFP No. 1: <u>95,653.98</u>	AFP No. 6: _____	LESS _____ % RETAINAGE	\$ _____
AFP No. 2: <u>47,915.01</u>	AFP No. 7: _____	AMOUNT DUE TO DATE	\$ <u>158,496.51</u>
AFP No. 3: <u>3,800.48</u>	AFP No. 8: _____	LESS PREVIOUS APPLICATIONS	\$ <u>147,369.47</u>
AFP No. 4: _____	AFP No. 9: _____	AMOUNT DUE THIS APPLICATION	\$ <u>11,127.04</u>
AFP No. 5: _____			

**CONTRACTOR'S AFFIDAVIT**

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, City Wide Infrastructure Improvements Phase 4, Biwabik, MN, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date Feb 19, 20 20

\_\_\_\_\_  
C&C Winger  
(Contractor)

By [Signature] President  
(Name and Title)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

By [Signature] Short Elliott Hendrickson Inc.  
Date 2/20/2020

City of Biwabik

By \_\_\_\_\_  
Date \_\_\_\_\_