

CITY OF HILLSBORO

Commission Members:
Terry Sando, President
Levi Reese, Vice President
Dave Sather & Mike Kress

19 S Main, PO Box 400
Hillsboro, ND 58045
Phone: (701) 636-4620 Fax (701) 636-4621

Auditor: Ashley Frederick
Public Works Director: Jim Anderson
City Attorney: John Juelson

REGULAR CITY COMMISSION MEETING

June 6, 2022, 6:30PM at MSCC

A G E N D A

1. **Open with Pledge of Allegiance**
2. **RW Rezoning Block 1 Lots 3 & 4- Public Hearing 6:30PM**
3. **Reading of Minutes** – May 16, 2022, Regular Meeting Minutes.
4. **Presentation of Bills**
5. **City Commissioners Reports**
6. **Report of City Officers**
 - 6.1 Superintendent
 - 6.2 Attorney
 - 6.3 Auditor
 - 6.4 Sheriff's Office
 - 6.5 City Engineer
7. **BC Ticket Items – See Attachment**
8. **Old Business**
 - 8.1 City Wide Street Paving Project - update
 - 8.2 Watermain project – request for Signatures of Construction Contract
 - 8.3 Building Permit Process recommendation from P&Z
 - 8.4 ND Community Foundation - updates
 - 8.5 Railroad Park - update
 - 8.6 Mural Contest - update
 - 8.7 1881 Extraction Application for Tax Incentives – update
 - 8.8 Petition to Rezone RW Block 1 Lots 3 & 4 – Potential First Reading
 - 8.9 Outdoor Drinking Ordinance
 - 8.10 MSCC & Armory Rental Rates
9. **New Business**
 - 9.1 Wright Implement, Inc Façade Grant App
 - 9.2 Façade Grant Overview of qualifications of the grant
 - 9.3 Forseth – Application for Tax exemption for Improvements
 - 9.4 Liquor License Transfers
 - 9.5 HEDC Gaming – Site Authorizations
 - 9.6 HBA – Hillsboro Day's Street closure requests & Insurance
10. **Citizens Addressing the Commission**
11. **Adjournment**

NEXT REGULAR MEETING:
Monday, June 21, 2022, 6:30 PM
MAIN STREET COMMUNITY CENTER

HBC Ticket's

- 7.1 HBC Ticket #2021002 – 206 4th Ave SE – Update if any
- 7.2 HBC Ticket #2021004 – 105 4th St NE – Progress Report
- 7.3 HBC Ticket # 2021005 – 13 S Main St. – Deadline 06/30 – Has been working on it.
- 7.4 HBC Ticket # 2021007 – 322 1st Ave NW – Closed on the 9th

DATE: 05/16/2022

TIME: 6:30 PM

THE HILLSBORO BOARD OF CITY COMMISSIONERS HELD A REGULAR MEETING AT MAIN COMMUNITY CENTER AT THE ABOVE DATE AND TIME.

Commissioners present: Sando, Kress, Sather, and Geray

Commissioners Kress

Commissioner Sando opened the meeting with the Pledge of Allegiance at 6:30 PM.

Reading of the Minutes:

Commissioner Sather moved to approve the May 2, 2022, Regular City Commission Meeting Minutes. Commissioner Geray seconded. Motion carried.

Presentation of Bills

<u>AP to be approved on</u> <u>05/16/2022</u>	<u>5/16/2022</u>	<u>Amount</u>	<u>Check</u> <u>#</u>	
<u>Advanced Engineering</u>	<u>Watermain Replacement</u>	<u>\$6,950.75</u>	<u>25566</u>	
<u>Andresen, Andres J.</u>	<u>Beautification Comm</u>	<u>\$200.00</u>	<u>25567</u>	
<u>Aramark</u>	<u>Rugs & Mops</u>	<u>\$93.74</u>	<u>25568</u>	
<u>Bell Bank Wealth Mgmt</u>	<u>Bank Fees</u>	<u>\$1,563.76</u>	<u>770e</u>	
<u>Border States</u>	<u>Wire</u>	<u>\$3,094.23</u>	<u>25569</u>	
<u>Brite-Way Window Cleaning</u>	<u>Window cleaning CH</u>	<u>\$51.00</u>	<u>25570</u>	
<u>Celina Tent</u>	<u>Tent</u>	<u>\$20,800.87</u>	<u>771e</u>	
<u>Dakota Natural Gas</u>	<u>NG shop</u>	<u>\$224.57</u>	<u>25571</u>	
<u>Electric Pump</u>	<u>Lift Station</u>	<u>\$2,064.00</u>	<u>25572</u>	
<u>Ewing Oil</u>	<u>Fuel</u>	<u>\$333.17</u>	<u>25573</u>	
<u>Ferguson Waterworks</u>	<u>Meter</u>	<u>\$111.54</u>	<u>25574</u>	
<u>Grainger</u>	<u>Parts</u>	<u>\$87.72</u>	<u>25575</u>	
<u>Hawkins</u>	<u>Chemicals</u>	<u>\$2,554.24</u>	<u>25576</u>	
<u>Hillsboro Airport Authority</u>	<u>April Contribution</u>	<u>\$72.26</u>	<u>25577</u>	
<u>Hillsboro Banner</u>	<u>Legals/Ads, Env</u>	<u>\$3,279.45</u>	<u>25578</u>	
<u>Hillsboro Body Shop</u>	<u>Repairs</u>	<u>\$4,219.55</u>	<u>25579</u>	
<u>Hillsboro Lumber</u>	<u>Shelf brackets</u>	<u>\$4.32</u>	<u>25580</u>	
<u>Johnson, Eric</u>	<u>Beautification Comm</u>	<u>\$200.00</u>	<u>25581</u>	
<u>Kress, Mike</u>	<u>Beautification Comm</u>	<u>\$200.00</u>	<u>25582</u>	
<u>KRJB</u>	<u>Power Ads, Spring sports</u>	<u>\$2,048.90</u>	<u>25583</u>	
<u>Lawson</u>	<u>Parts</u>	<u>\$86.51</u>	<u>25584</u>	
<u>Loffler</u>	<u>Copies April</u>	<u>\$407.07</u>	<u>25585</u>	
<u>Lovro Electric</u>	<u>LED shop, ripple con</u>	<u>\$825.00</u>	<u>25586</u>	
<u>Midwest Inspections</u>	<u>Building Permit Fee</u>	<u>\$16,644.37</u>	<u>25587</u>	
<u>Midwest Pest Control</u>	<u>Pest Control</u>	<u>\$178.00</u>	<u>25588</u>	
<u>MRES</u>	<u>Energy Charge</u>	<u>\$144,313.32</u>	<u>772e</u>	
<u>NAPA Central</u>	<u>Parts</u>	<u>\$879.68</u>	<u>25589</u>	
<u>ND One Call</u>	<u>Locates April</u>	<u>\$10.40</u>	<u>25590</u>	
<u>Paulson Gravel Service</u>	<u>Road gravel shop</u>	<u>\$640.00</u>	<u>25591</u>	
<u>Payment Service Network</u>	<u>April Statement</u>	<u>\$387.77</u>	<u>773e</u>	

<u>Premium Waters</u>	<u>Water</u>	<u>\$84.57</u>	<u>25592</u>	
<u>Reese, Levi</u>	<u>Beautification Comm</u>	<u>\$200.00</u>	<u>25593</u>	
<u>Smelden, Adam</u>	<u>Beautification Comm</u>	<u>\$200.00</u>	<u>25594</u>	
<u>Team Lab</u>	<u>Chemicals WTP</u>	<u>\$2,411.00</u>	<u>25595</u>	
<u>Van Diest Supply Company</u>	<u>Briquets</u>	<u>\$6,300.80</u>	<u>25596</u>	
<u>Vettel, Cindy</u>	<u>Refund deposit</u>	<u>\$50.00</u>	<u>25597</u>	
<u>Waste Management</u>	<u>Trash, Roll offs</u>	<u>\$25,846.64</u>	<u>25598</u>	
		<u>\$247,619.20</u>		

Commissioner Reese moved to pay bills as presented. Commissioner Sather seconded. None voted no. Motion carried

City Commissioners Reports:

Commissioner Geray: Nothing to report

Commissioner Sather: Nothing to report.

Commissioner Reese:

- Pool needs to be cleaned out. Water went halfway up the pool building.
- Donation/gift was given from the Grandin Civic Club fund of \$5K for swimming pool passes and lessons for Children in need.

Commissioner Sando-

- Airport- New procedure for the replacement of new airport authority members.

City Officers Reports:

Public Works Superintendent Anderson Nothing to report

City Attorney Juelson- Nothing to report

Auditor Frederick-

- Administrative assistant Myers got all the maps put in envelopes and will be sent out in the mail Tuesday May 17, 2022.

HBC Ticket # 2021002- 206 4th Ave SE:

- Waiting on this one, there has been some progress there. Has been forwarded on to the Sheriff department.

HBC Ticket # 2021004- 105 4th St NE:

- Property owner had called Commissioner Kress and Commissioner Reese over to come look at the property.
- Beautification Committee decided to leave this Ticket open for the time being.
- The property has been forwarded to the Sheriff department.

HBC Ticket # 2021005- 13 S Main St:

- Deadline June 30th. Property owner has been working on it.

HBC Ticket # 2021007- 322 1st Ave NW

- This ticket has been closed.

Old Business:

City Wide Paving Project:

- Waiting for the maps to come back.
- Superintendent Anderson, AE2S's Steve Swanson, and Commissioner Dave Sather plan to meet up and go over some bad spots in town to see what can be patched until next Summer.

Building Permit Process recommendation from P&Z:

- Commissioners would like Kress to make a bullet point list of what P&Z will do and what MIS will inspect and present it at the next Commission Meeting.

ND Community Foundation: No updates.

Railroad Park: Email letter, and check have been sent. Unfortunately, there is no timeline.

Mural Contest: Contest is still open.

1881 Extraction Document:

- City Auditor Frederick will send documents out to the state for approval there before the commission approves.

Petition to rezone Riverwalk Block 1 Lots 3&4 – Planning & Zoning Approved:

- Planning & Zoning approved lots 3 & 4 in Riverwalk to be rezoned from C1 to R3
- City Attorney Juelson will get notice in the paper and commission will approve first reading on June 6, 2022

Commissioner Sather makes the motion to approve Commissioner Kress's recommendation to approve the rezoning of Riverwalk's Block 1 lots 3 & 4 from C1 to R3. Commissioner Reese seconded the motion.

In a roll call vote

Yes- Geray, Sather, Reese, and Sando

Motion Carried

Outdoor Drinking Ordinance First Reading:

- Tabled

New Business:

Running Club- 5K Run 06/16/22 7pm- Same route as last year:

Commissioner Reese made a motion to approve the 5K run with same route as last year. Commissioner Geray seconded the motion.

In a roll call vote

Yes- Sather, Reese, Geray, and Sando

Motion Carried.

Armory Cleaning: - Request to post job opening.

Commissioner Reese made a motion to accept resignation from Sonia Trinidad for cleaning at the Armory and to post a job opening for cleaning at the Armory, Community Center, City Hall, and City Shop. Commissioner Sather seconded the motion.

In a roll call vote.

Yes- Sather, Geray, Reese, and Sando

Motion Carried.

Tap That- Aggie Foundation Site Authorization Renewal Approval:

Commissioner Sather made a motion to approve the Aggie Foundation Site Authorization Renewal for E-tabs. Commissioner Reese seconded the motion.

In a roll call vote

Yes- Geray, Sather, Reese, and Sando

Motion carried.

MSCC and Armory Rental Rates:

- Tabled

Brew Pub Façade Grant Application:

- Patio Railing

Commissioner Geray made a motion to approve the Façade Grant without the sidewalk or boulevard for up to \$5K on the patio. Commissioner Sather seconded the motion.

In a roll call vote

Yes- Sather, Geray, and Reese

Motion Carried.

Citizens Addressing the Commission:

Marilou Person:

- Spoke with John Lowry and showed Lowry where there are drainage problems
- Likes the plan they came up with for the ditch drainage.

Adjournment:

Commissioner Sather moved to adjourn the meeting at 7:56pm. Commissioner Geray seconded. Motion carried.

Ashley Frederick
City Auditor

Terry Sando
Commission President

**The next regular meeting of the Hillsboro Board of City Commissioners
will be at 6:30 PM on Monday June 6, 2022, at Main Street Community Center.**

EOM to be approved on 06/06/2022	PAID on 05/31/2022	Amount	Check #
James P. Baumgartner	Payroll	\$3,490.38	25599
Gregorio Garza	Payroll	\$589.94	25600
Paul A. Geray	Payroll	\$831.15	25601
Michael G. Kress	Payroll	\$831.15	25602
Landen J. Reed	Payroll	\$589.94	25603
Levi A. Reese	Payroll	\$831.15	25604
Terrance W. Sando	Payroll	\$1,108.20	25605
David R. Sather	Payroll	\$831.15	25606
Jay J. Alfson	Payroll	\$3,022.93	500489e
James M. Anderson	Payroll	\$5,427.98	500490e
Zachary Anderson	Payroll	\$2,752.18	500491e
Julie H. Bjorklund	Payroll	\$2,978.23	500492e
Ashley D. Frederick	Payroll	\$3,723.30	500493e
Bryan D. Hall	Payroll	\$2,623.62	500494e
Jonthan E. Hams	Payroll	\$3,487.81	500495e
Sara Myers	Payroll	\$2,206.87	500496e
Taxes Federal	Payroll taxes	\$10,251.44	774e
Blue Cross Blue Shield of ND	Dental & Vision Ins	\$1,047.00	775e
Bell State Bank & Trust	Profit Sharing Plan	\$2,686.36	776e
ND Pers	Health Ins	\$12,679.60	777e
Total Accounts Payable		\$61,990.38	

AP to be approved on 06/06/2022	6/6/2022	Amount	Check #
A & J Willison LLC	Blade Gravel	\$715.00	
Acme Tools	Parts	\$20.74	
Aramark	Shop Supplies	\$93.74	
Banyon Data Systems	Charges	\$975.00	
Border States	Parts	\$1,084.98	
Bryan Hall	Parts (used his own card)	\$53.58	
ECRWD	Water	\$8,234.89	
Ferguson Waterworks	Parts	\$4,785.55	
Goose River Bank	Pool Opening Cash	\$50.00	
Grainger	Hour Meter/ transformer	\$91.46	
Hawkins	Chemicals	\$2,204.87	
HEDC	Contribution Sales Tax	\$9,417.52	
Hillsboro Economic Development	Lodging Tax	\$16.49	
Hillsboro Park Board	Revenue Sharing	\$1,823.63	
HTC	Services	\$940.69	
Jet-Way	Storm Sewer	\$1,665.00	
Kari Matthys	Refu Credit Balance	\$909.23	
Kim Folstrom	Refund Armory Rental Fee	\$250.00	
KJRB-FM	Ads	\$68.00	
Loffler	Meter Reading	\$109.25	
Lovro Electric	Wiring	\$150.00	
Microsoft 360	Online Services	\$336.00	
Midwest Pest Control	Pest Control	\$223.00	
Miller's Fresh Foods	Supplies	\$15.01	
Olsen Hardware	Supplies	\$865.20	
RMB	Chemicals	\$175.00	
RMB	Water	\$70.00	
Sandbo Plumbing	Sump Pump	\$234.90	
Sign Solutions	Signs	\$661.78	
Sonia Trinidad	Armory Cleaning	\$251.00	
Team Lab	Fine road patch	\$859.50	
Valley Plains	Parts	\$21.06	
Valor Contrating	Buildibng Permit	\$7,102.81	
Van Diest Supply Company	Supplies	\$6,300.80	
Waste Management	relocate	\$175.00	
Wright Implement	Services	\$10.40	

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

This Agreement is by and between the City of Hillsboro ("Owner") and **Breidenbach Excavating** ("Contractor").

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

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:

Watermain and services replacement, sanitary sewer main and services replacement installation. The project shall include valve and hydrant replacement, curb and gutter removal and replacement, sidewalk removal and replacement, bituminous pavement removal and replacement, and landscaping and seeding.

ARTICLE 2—THE PROJECT

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

Hillsboro – Watermain Replacement & Sanitary Force Main Improvements
Hillsboro, North Dakota

ARTICLE 3—ENGINEER

3.01 The Owner has retained AE2S ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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*

4.01 The Work shall be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the following dates:

- a. Base Bid
 - 1) No. 1

- i) Substantial Completion – October 31, 2022
 - ii) Final Completion – December 1, 2022
 - 2) No. 2
 - i) Substantial Completion – October 31, 2022
 - ii) Final Completion - December 1, 2022
- b. Alternate No. 1
 - 1) Substantial Completion - October 31, 2022
 - 2) Final Completion – December 1, 2022
- c. Alternate No. 2
 - 1) Substantial Completion - October 31, 2022
 - 2) Final Completion – December 1, 2022

4.05 *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 Contract Times, as duly modified. 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 calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified 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 Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each calendar day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. ~~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 \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

Deleted

4.06 *Special Damages*

- A. 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.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

CONTRACT NO. 1 – GENERAL CONSTRUCTION

BASE BID NO. 1: WATER MAIN REPLACEMENT

Add the following amount to provide and install the additional quantities listed below and all work as described in the Contract Documents.

ITEM	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
A.	Mobilization	1	l.s.	\$ <u>10,000</u>	<u>10,000</u>
B.	Water Main				
	1. 6-inch DIPS DR13.5 HDPE	80	l.f.	\$ <u>14</u>	\$ <u>1,120</u>
	2. 8-inch DIPS DR13.5 HDPE	80	l.f.	\$ <u>20</u>	\$ <u>1,600</u>
	3. 10-inch DIPS DR13.5 HDPE	80	l.f.	\$ <u>26</u>	\$ <u>2,080</u>
	4. 12-inch C900 DR 25 CL 165 PVC	350	l.f.	\$ <u>49</u>	\$ <u>1,750</u>
C.	Directional Bores				
	1. 12-inch DR 13.5 DIPS POLY	325	l.f.	\$ <u>75</u>	\$ <u>24,375</u>
D.	Cased Bores				
	1. Interstate Crossing (Includes 750' 18" DIPS DR 17 POLY Casing Pipe and 1,250' 12" DIPS DR 13.5 Carrier Pipe)	1	l.s.	\$ <u>190,000</u>	\$ <u>190,000</u>

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

E.	Fittings (includes couplers and POLY pipe to transition from POLY to PVC)				
	1. 12-inch POLY 45° Bend	1	ea.	\$ 5,000	\$ 5,000
	2. 12-inch by 8-inch POLY Tee	1	ea.	\$ 2,500	\$ 2,500
F.	Tie-In to Connections (includes Couplings, Fittings, Saddles, Fusing, and Tie-Ins to Existing)				
	1. 12" West Interstate Tie-In	1	l.s.	\$ 10,000	\$ 10,000
	2. 10" and 6" East Interstate Tie-In	1	l.s.	\$ 13,606	\$ 13,606
G.	Gate Valves				
	1. 8-inch	1	ea.	\$ 5,698	\$ 5,698
	2. 10-inch	2	ea.	\$ 7,694	\$ 15,388
	3. 12-inch	1	ea.	\$ 9,376	\$ 9,376
H.	Fire Hydrant (Includes Piping, Tee, Gate Valve, Hydrant, Riser, and 90° Bend)	1	ea.	\$ 12,203	\$ 12,203
I.	1-inch Flush/Air Blow-off Valve	1	ea.	\$ 1,000	\$ 1,000
J.	Signs	3	ea.	\$ 100	\$ 300
K.	Seeding (with straw mulch in all R.O.W.'s)	2	acre	\$ 200	\$ 400
L.	Gravel	20	ton	\$ 25	\$ 25
M.	A/C Pipe Disposal	1	l.s.	\$ 500	\$ 500

SUBTOTAL BASE BID NO. 1: WATER MAIN REPLACEMENT: (\$ 322,796)
(Use Figures)

CONTRACT NO. 1 – ALTERNATE 1 - HDPE SANITARY FORCE MAIN FROM LS TO LAGOON

Add the following amount to provide and install the additional quantities listed below and all work as described in the Contract Documents.

ITEM	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
A.	Mobilization	1	l.s.	\$ 12,000	\$ 12,000
B.	Open Cut Force Main				
	1. 8-inch DR 13.5 DIPS Poly	40	l.f.	\$ 20	\$ 800
	2. 10-inch DR 13.5 DIPS Poly	850	l.f.	\$ 26	\$ 22,100
	3. 14-inch DR 13.5 DIPS Poly	6,025	l.f.	\$ 46	\$ 277,150
C.	Directional Bores				
	1. 10-inch DR 13.5 DIPS Poly	400	l.f.	\$ 70	\$ 28,000
	2. 14-inch DR 13.5 DIPS Poly	450	l.f.	\$ 94	\$ 42,300
D.	Cased Bores				

	1. Highway 81 and River Crossing (Includes 125' 16" DIPS DR 17 POLY Casing Pipe and 400' 10" DIPS DR 13.5 Carrier Pipe)	1	l.s.	\$	<u>42,000</u>	\$	<u>42,000</u>
E.	Fittings						
	1. 10-inch POLY 45° Bend	1	ea.	\$	<u>1,000</u>	\$	<u>1,000</u>
	2. 14-inch POLY 45° Bend	4	ea.	\$	<u>2,865</u>	\$	<u>11,460</u>
F.	Tie-In Connections (includes couplings, fittings, saddles, fusing, and Tie-Ins to Existing)						
	1. Tie-in to Existing Lift Stations (Includes installation of ARV Assembly in Existing Valve Manhole)	2	l.s.	\$	<u>15,000</u>	\$	<u>30,000</u>
	2. Tie-in to Existing 10" A.C.	1	l.s.	\$	<u>8,300</u>	\$	<u>8,300</u>
	3. Tie-in Existing Pool Sanitary Service to New Forcemain	1	l.s.	\$	<u>2,200</u>	\$	<u>2,200</u>
	4. Tie-in to Existing Lagoon PVC	1	l.s.	\$	<u>10,000</u>	\$	<u>10,000</u>
G.	Gate Valves						
	1. 10-inch	5	ea.	\$	<u>7,750</u>	\$	<u>38,750</u>
	2. 14-inch	2	ea.	\$	<u>16,850</u>	\$	<u>33,700</u>
H.	14-inch ARV (includes manholes, valve, piping, and assembly)	2	ea.	\$	<u>10,000</u>	\$	<u>20,000</u>
I.	Signs	7	ea.	\$	<u>100</u>	\$	<u>700</u>
J.	Seeding (with straw mulch in all R.O.W.'s)	5	acre	\$	<u>125</u>	\$	<u>625</u>
K.	Gravel	40	ton	\$	<u>15</u>	\$	<u>600</u>
L.	Temporary Trucking during Tie-Ins	1	l.s.	\$	<u>400</u>	\$	<u>400</u>
M.	A.C. Pipe Disposal	1	l.s.	\$	<u>100</u>	\$	<u>100</u>

TOTAL UNIT PRICE BID FOR CONTRACT NO. 1 – ALTERNATE 1

Five Hundred Eighty-Two Thousand One Hundred Eighty-Five Dollars

(use words)

(\$ 582,185)

(use figures)

CONTRACT NO. 1 – ALTERNATE NO. 2 – LAGOON OUTFALL STRUCTURE WITH BORE

Add the following amount to provide and install the additional quantities listed below and all work as described in the Contract Documents.

ITEM	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
A.	New Lagoon Outfall Structure with Bore	1	l.s.	\$ 50,000	\$ 50,000

TOTAL UNIT PRICE BID FOR CONTRACT NO. 1 – ALTERNATE NO. 2

Fifty Thousand Dollars

(use words)

(\$ 50,000)

(use figures)

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

C. 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 the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. a. ~~{number}~~95 percent of the value of the Work completed (with the balance being retainage).

1) ~~If 50 percent or more of the Work has been 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~~

Deleted

b. ~~{number}~~95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 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, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of 5 percent per annum.

ARTICLE 6—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of 22 sheets with each sheet bearing the following general title: **Hillsboro – WM Replacement & SS FM Improvements**
 8. Addenda (numbers [1] to [1], inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. None.
 10. 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.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. 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.

8.02 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 8.02:
 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 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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), 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.