



City of Blaine

City Council

July 17, 2023 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

AGENDA

1. Call to Order by the Mayor

2. Pledge of Allegiance

3. Roll Call

4. Awards - Presentations - Organizational Business

5. Communications

6. Open Forum

Open Forum is an opportunity for the public to present an issue or concern to City Council. There is a maximum of fifteen minutes set aside for open forum. Each presentation should be limited to no more than three minutes. If your item needs follow-up from the City, staff will arrange for that follow-up and will contact you to let you know what is being done. Thank you for coming this evening.

7. Adoption of Agenda

8. Approval of Consent Agenda:

All items listed under the "Consent Agenda" are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

8.1. 2023-291R- Receive Petition and Order Public Hearing for Vacation of all of Public
67-2023 Street, Drainage and Utility Easement, created by Document No.
1460013, Anoka County, MN, Vacation No. V23-04
Sponsors: Daniel Schluender, Director of Engineering

8.2. 2023-292RES Receive Petition and Order Public Hearing for Vacation of the Public
23-114 Drainage and Utility Easement created and dedicated by the plat of Flanders
Pond 2nd Addition over, under and across that part of Lot 1, Block 1 of said
plat of Flanders Pond 2nd Addition, Anoka County, MN, Vacation No. V23-05

Sponsors: Daniel Schluender, Director of Engineering

8.3. 2023-307 Energy Efficiency and Conservation Block Grant
Sponsors: Todd Miller, Deputy Fire Marshal

8.4. 2023-308 Schedule of Bills Paid
Sponsors: Alison Bong, Deputy Finance Director

9. 7:00 PM - Public Hearing and Items Published for a Certain Time

10. Development Business

10.1. RES 23-115 Resolution Granting a Conditional Use Permit Amendment to Allow Outdoor Dining with up to 68 Seats in the Rear of the Building in the B-2 (Community Commercial) Zoning District 10950 Club West Parkway NE, #160. The Rusty Bumblebee (Case File No. 23-0060/SLK)
Sponsors: Sheila Sellman, City Planner

11. Administration

11.1. 2023-299RES 23-116 Resolution Accepting a Bid from FlowSeal Surface Maintenance Corporation in the Amount of \$143,442.00 for the 2023 Crack Sealing Project, Improvement Project No. 23-02
Sponsors: Daniel Schluender, Director of Engineering

11.2. 2023-300 Accept Quote from Odessa II in the amount of \$129,370 for the Carrara East Court Project
Sponsors: Jerome Krieger, Sr. Recreation Manager

12. Other Business

13. Adjournment



City of Blaine Staff Report

File Number: 2023-291R-67-2023

Agenda Date	Status
July 17, 2023	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: - Daniel Schluender, Director of Engineering

Agenda Item # 8.1

Receive Petition and Order Public Hearing for Vacation of all of Public Street, Drainage and Utility Easement, created by Document No. 1460013, Anoka County, MN, Vacation No. V23-04

Executive Summary

The City received a petition dated June 29, 2023 from Dave Erickson, representing KE Properties, LLC, requesting the vacation of all of the public street, drainage and utility easement created by Document No. 1460013, Anoka County, Minnesota, see Attached Exhibit A for Description.

Background

This area is being redeveloped for commercial purposes and the easement is no longer needed. Engineering staff has reviewed the request and is in agreement with the vacation.

Schedule of Actions

07/17/2023	Receive Petition and Order Public Hearing
08/21/2023	Public Hearing and Adopt Vacation Resolution

Strategic Plan Relationship

This item is part of the city's strategic plan for Growth Management.

Board/Commission Review

This item was not presented to any boards or commissions. Public input will be received by council at the Public Hearing on August 21, 2023.

Financial Impact

No Financial Impact to the city for this request.

Public Outreach/Input

Notice will be officially published for the calling of the Public Hearing on August 21, 2023.

Staff Recommendation

By motion, adopt the Resolution.

Attachment List

1. Petition for Street easement
2. BLAINE BACK 40 STREET VAC (5-2-23)
3. EASEMENT VACATION DESC



PETITION TO VACATE DRAINAGE AND UTILITY EASEMENT

DATE

6/29/2023

TO: The Mayor and Council Members, City of Blaine:

The undersigned represent that they are the majority of owners of real property abutting:

**All of the public street, drainage and utility easement created by document No. 1460013
Anoka County, Minnesota; see the attached Exhibit A for Description.**

and petition that said portion of said public street, drainage and utility easements be vacated.

The facts and reasons for this application are as follows:

The area is being redeveloped for commercial purposes and the easement is no longer needed.

In consideration of vacating the drainage and utility easements as herein petitioned the undersigned hereby jointly and severally waive any and all claims for any damages resulting from the vacating and discontinuing of said drainage and utility easements.

Signature of Owner	Address	Legal Description of Property
	3143-104 th Lane NE	Public Street, Drainage and Utility
	Blaine MN 55449	Easement created by
		Document No. 1460013

This petition was circulated by:

Name of Petitioner KE Properties LLC

Telephone No. 612 201 1131

Street 3143- 104th Lane NE Blaine MN 55449

City/State/Zip Blaine MN 55449

In accordance with the Minnesota Government Data Practices Act, the City of Blaine hereby informs you that some or all the information you are asked to provide is classified as private. Private data is available to you and to City staff who require it in the performance of their duties, but not to the public. The remainder of the information, including telephone numbers, is classified as public, and is available to the public. This information will be used to contact you in case of changes. You may choose to withhold this information, however if you do, the City of Blaine may not be able to process your application for the permit or license.

SKETCH AND DESCRIPTION

~for~ KE PROPERTIES
~of~ STREET, DRAINAGE AND UTILITY
EASEMENT VACATION

DESCRIPTION OF EASEMENT TO BE VACATED

All of the public street, drainage and utility easement created by Document No. 1460013.
Said easement is described as follows:

That part of the Northeast Quarter of Section 22, Township 31, Range 23, Anoka County, Minnesota, lying southerly of a curve to the south having a radius of 60.00 feet and the center point of said curve lying on the west line 60.01 feet northerly of the southwest corner of said Northeast Quarter.

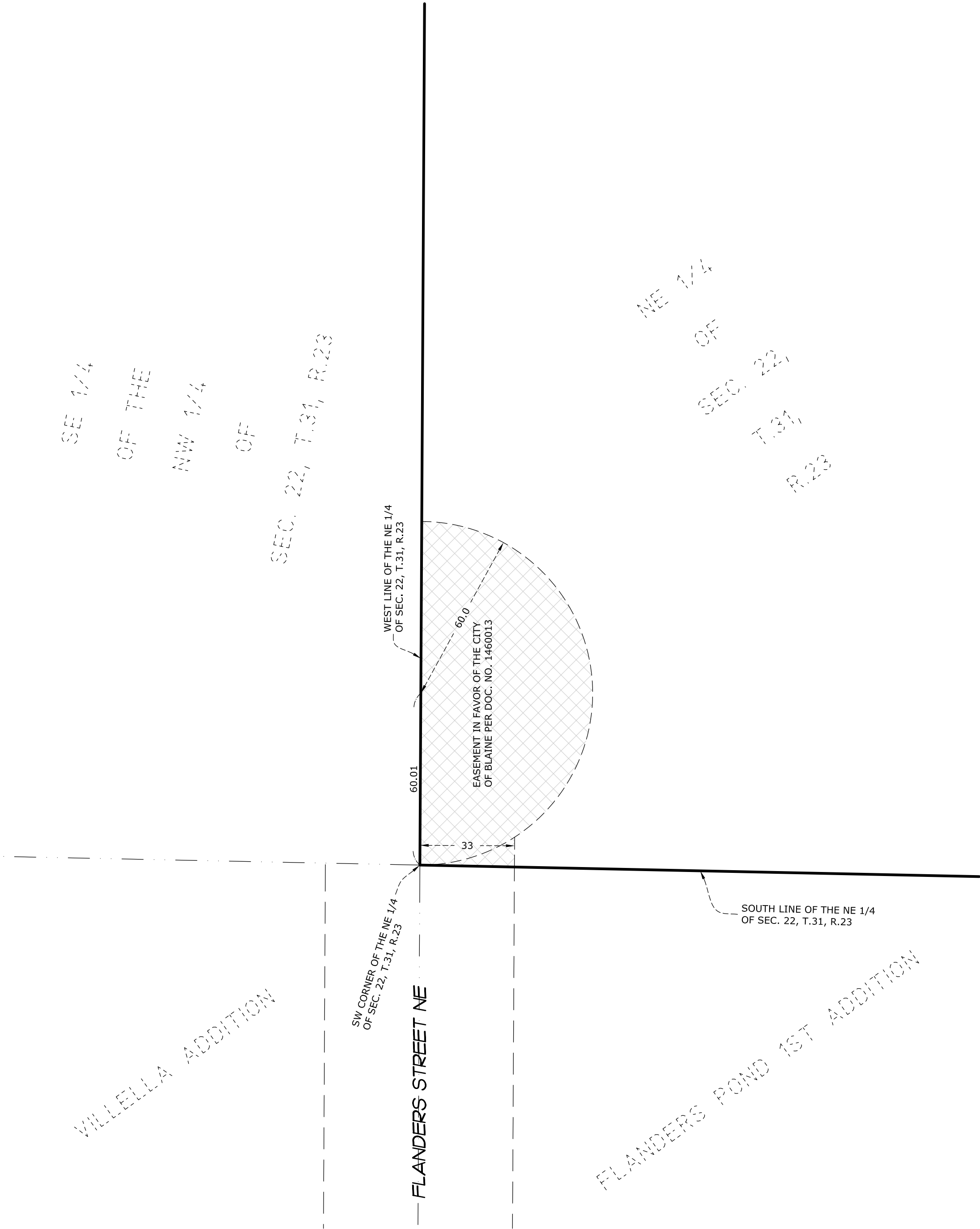
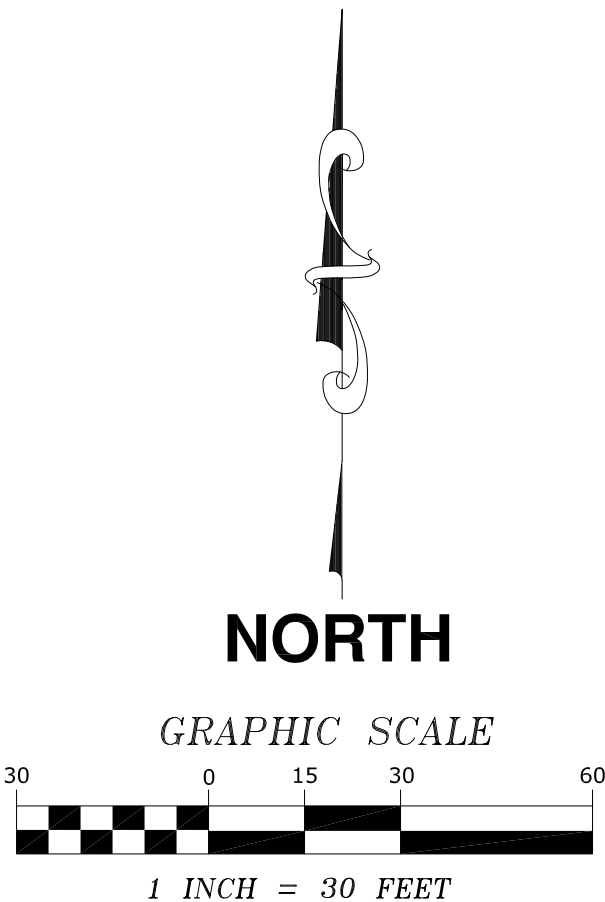
Together with the west 33.00 feet of said Northeast Quarter lying south of said curve.

 DENOTES EASEMENT TO BE VACATED
(AREA = 5,768 SQ. FT.)

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.


JASON E. RUD

Date: 5/2/2023 License No. 41578



**E.G. RUD & SONS, INC.**
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

DRAWN BY:	BAB	JOB NO:	200563PP	DATE:	5/2/2023
CHECK BY:	JER	FIELD CREW:	N/A		
1					
2					
3					
NO.	DATE	DESCRIPTION		BY	

DRAINAGE AND UTILITY EASEMENT VACATION FOR LOT 1, BLOCK 1, FLANDERS POND 2ND ADDITION

That part of the public drainage and utility easement created and dedicated by the plat of FLANDERS POND 2ND ADDITION over, under and across that part of Lot 1, Block 1, of said plat of FLANDERS POND 2ND ADDITION described as follows:

Commencing at the southwest corner of said Lot 1; thence on an assumed bearing of South 86 degrees 43 minutes 43 seconds East along the south line of said Lot 1 a distance of 28.85 feet to the point of beginning of a line hereinafter known as "Line A"; thence North 04 degrees 14 minutes 31 seconds East a distance of 264.82 feet and said "Line A" there terminating and also being the point of beginning of the easement to be vacated; thence South 88 degrees 56 minutes 34 seconds East a distance of 196.94 feet; thence North 00 degrees 41 minutes 54 seconds East a distance of 64.24 feet to the north line of said Lot 1; thence North 88 degrees 49 minutes 06 seconds West, along said north line, a distance of 192.94 feet to the intersection of said north line with the northerly extension of said "Line A"; thence South 04 degrees 14 minutes 31 seconds West, along said northerly extension of "Line A", a distance of 64.76 feet to the point of beginning.

ROAD EASEMENT VACATION

All of the public street, drainage and utility easement created by Document No. 1460013. Said easement is described as follows:

That part of the Northeast Quarter of Section 22, Township 31, Range 23, Anoka County, Minnesota, lying southerly of a curve to the south having a radius of 60.00 feet and the center point of said curve lying on the west line 60.01 feet northerly of the southwest corner of said Northeast Quarter.

Together with the west 33.00 feet of said Northeast Quarter lying south of said curve.



City of Blaine Staff Report

File Number: 2023-292RES 23-114

Agenda Date	Status
July 17, 2023	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: - Daniel Schluender, Director of Engineering

Agenda Item # 8.2

Receive Petition and Order Public Hearing for Vacation of the Public Drainage and Utility Easement created and dedicated by the plat of Flanders Pond 2nd Addition over, under and across that part of Lot 1, Block 1 of said plat of Flanders Pond 2nd Addition, Anoka County, MN, Vacation No. V23-05

Executive Summary

The City received a petition dated June 29, 2023 from Dave Erickson, representing KE Properties, LLC, requesting the vacation of the public drainage and utility easement created and dedicated by the plat of Flanders Pond 2nd Addition over, under and across that part of Lot 1, Block 1 of said plat of Flanders Pond 2nd Addition, Anoka County, Minnesota, see Attached Exhibit A for Description.

Background

This area is being redeveloped for commercial purposes and the easement is no longer needed. Engineering staff has reviewed the request and is in agreement with the vacation.

Schedule of Actions

07/17/2023

Receive Petition and Order Public Hearing

08/21/2023

Public Hearing and Adopt Vacation Resolution

Strategic Plan Relationship

This item is part of the city's strategic plan for Growth Management.

Board/Commission Review

This item was not presented to any boards or commissions. Public input will be received by council at the Public Hearing on August 21, 2023.

Financial Impact

No Financial Impact to the city for this request.

Public Outreach/Input

Notice will be officially published for the calling of the Public Hearing on August 21, 2023.

Staff Recommendation

By motion, adopt the Resolution.

Attachment List

1. Petition for Drainage Easement
2. BLAINE BACK 40 D&U VAC (5-3-23)
3. EASEMENT VACATION DESC



City of Blaine

Signature Copy

Resolution: RES 23-114

Receive Petition and Order Public Hearing for Vacation of the Public Drainage and Utility Easement created and dedicated by the plat of Flanders Pond 2nd Addition over, under and across that part of Lot 1, Block 1 of said plat of Flanders Pond 2nd Addition, Anoka County, MN, Vacation No. V23-05



PETITION TO VACATE DRAINAGE AND UTILITY EASEMENT

DATE

6/29/2023

TO: The Mayor and Council Members, City of Blaine:

The undersigned represent that they are the majority of owners of real property abutting:

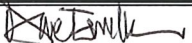
The part of the public drainage and utility easement created and dedicated by the plat of Flanders Pond 2nd Addition over, under and across that part of Lot 1, Block 1 of said Plat of Flanders Pond 2nd Addition Anoka County, Minnesota; see the attached Exhibit A for Description.

and petition that said portion of said public street, drainage and utility easements be vacated.

The facts and reasons for this application are as follows:

The area is being redeveloped for commercial purposes and the easement is no longer needed.

In consideration of vacating the drainage and utility easements as herein petitioned the undersigned hereby jointly and severally waive any and all claims for any damages resulting from the vacating and discontinuing of said drainage and utility easements.

Signature of Owner	Address	Legal Description of Property
	3143- 104 th Ave NE	Drainage and Utility Easement
	Blaine MN 55449	Over, under and across
		Lot 1, Block 1 of Flanders Pond
		2 nd Addition

This petition was circulated by:

Name of Petitioner

KE Properties LLC

Telephone No.

612 201 1131

Street

3143- 104th Ave NE

City/State/Zip

Blaine MN 55449

In accordance with the Minnesota Government Data Practices Act, the City of Blaine hereby informs you that some or all the information you are asked to provide is classified as private. Private data is available to you and to City staff who require it in the performance of their duties, but not to the public. The remainder of the information, including telephone numbers, is classified as public, and is available to the public. This information will be used to contact you in case of changes. You may choose to withhold this information, however if you do, the City of Blaine may not be able to process your application for the permit or license.

SKETCH AND DESCRIPTION

~for~ KE PROPERTIES
~of~ DRAINAGE AND UTILITY
EASEMENT VACATION

DESCRIPTION OF EASEMENT TO BE VACATED

That part of the public drainage and utility easement created and dedicated by the plat of FLANDERS POND 2ND ADDITION over, under and across that part of Lot 1, Block 1, of said plat of FLANDERS POND 2ND ADDITION described as follows:

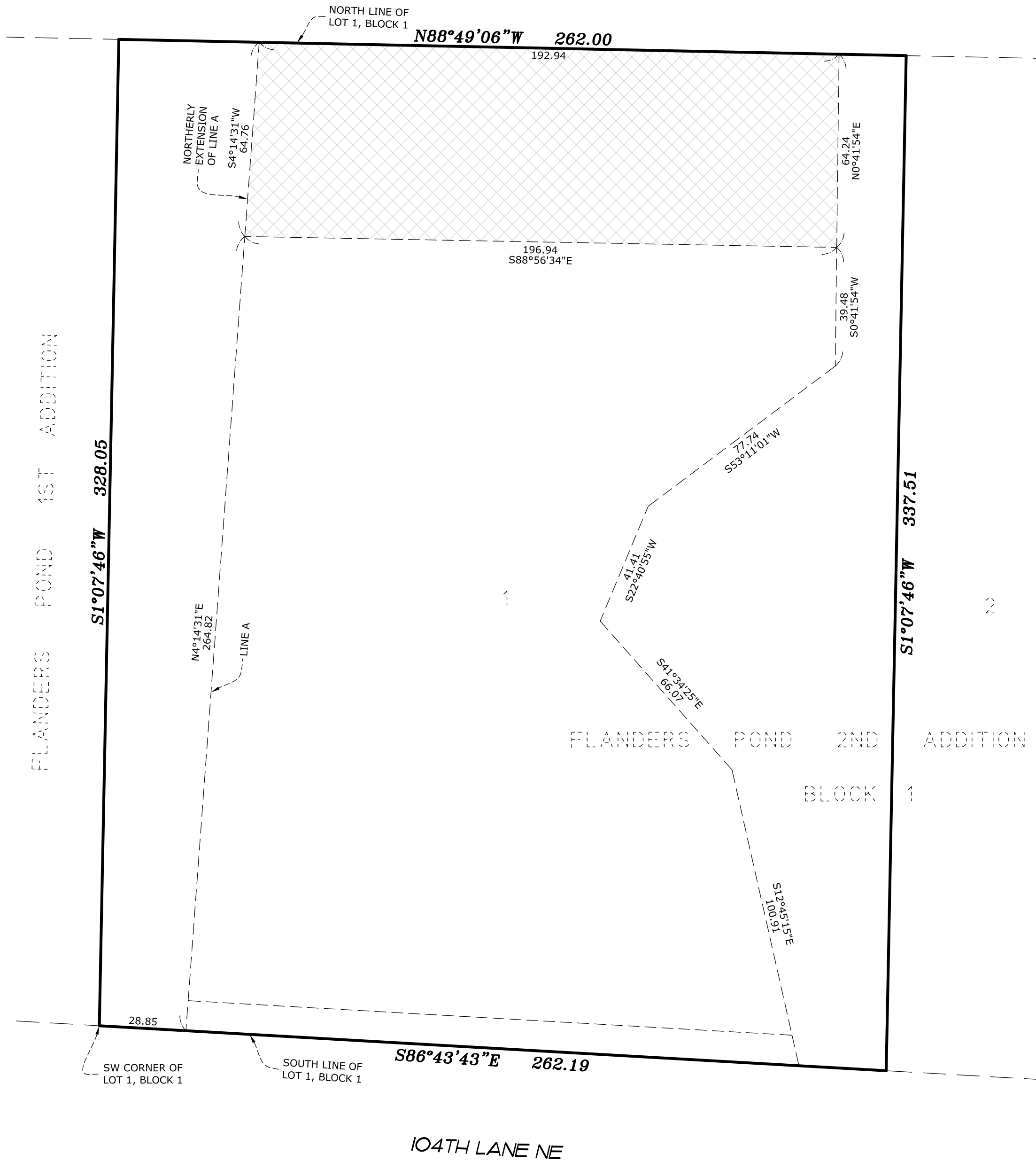
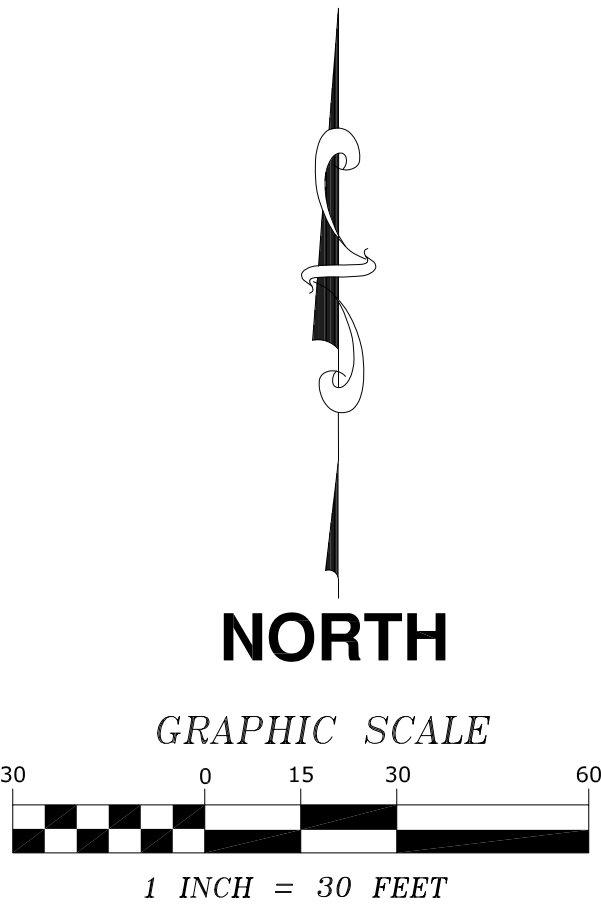
Commencing at the southwest corner of said Lot 1; thence on an assumed bearing of South 86 degrees 43 minutes 43 seconds East along the south line of said Lot 1 a distance of 28.85 feet to the point of beginning of a line hereinafter known as "Line A"; thence North 04 degrees 14 minutes 31 seconds East a distance of 264.82 feet and said "Line A" there terminating and also being the point of beginning of the easement to be vacated; thence South 88 degrees 56 minutes 34 seconds East a distance of 196.94 feet; thence North 00 degrees 41 minutes 54 seconds East a distance of 64.24 feet to the north line of said Lot 1; thence North 88 degrees 49 minutes 06 seconds West, along said north line, a distance of 192.94 feet to the intersection of said north line with the northerly extension of said "Line A"; thence South 04 degrees 14 minutes 31 seconds West, along said northerly extension of "Line A", a distance of 64.76 feet to the point of beginning.

 DENOTES EASEMENT TO BE VACATED
(AREA = 12,564 SQ. FT.)

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.


JASON E. RUD

Date: 5/3/2023 License No. 41578



 **E.G. RUD & SONS, INC.**
EST. 1977 Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

DRAWN BY:	BAB	JOB NO:	200563PP	DATE:	5/2/2023
CHECK BY:	JER	FIELD CREW:	N/A		
1					
2					
3					
NO.	DATE	DESCRIPTION		BY	

DRAINAGE AND UTILITY EASEMENT VACATION FOR LOT 1, BLOCK 1, FLANDERS POND 2ND ADDITION

That part of the public drainage and utility easement created and dedicated by the plat of FLANDERS POND 2ND ADDITION over, under and across that part of Lot 1, Block 1, of said plat of FLANDERS POND 2ND ADDITION described as follows:

Commencing at the southwest corner of said Lot 1; thence on an assumed bearing of South 86 degrees 43 minutes 43 seconds East along the south line of said Lot 1 a distance of 28.85 feet to the point of beginning of a line hereinafter known as "Line A"; thence North 04 degrees 14 minutes 31 seconds East a distance of 264.82 feet and said "Line A" there terminating and also being the point of beginning of the easement to be vacated; thence South 88 degrees 56 minutes 34 seconds East a distance of 196.94 feet; thence North 00 degrees 41 minutes 54 seconds East a distance of 64.24 feet to the north line of said Lot 1; thence North 88 degrees 49 minutes 06 seconds West, along said north line, a distance of 192.94 feet to the intersection of said north line with the northerly extension of said "Line A"; thence South 04 degrees 14 minutes 31 seconds West, along said northerly extension of "Line A", a distance of 64.76 feet to the point of beginning.

ROAD EASEMENT VACATION

All of the public street, drainage and utility easement created by Document No. 1460013. Said easement is described as follows:

That part of the Northeast Quarter of Section 22, Township 31, Range 23, Anoka County, Minnesota, lying southerly of a curve to the south having a radius of 60.00 feet and the center point of said curve lying on the west line 60.01 feet northerly of the southwest corner of said Northeast Quarter.

Together with the west 33.00 feet of said Northeast Quarter lying south of said curve.



City of Blaine

Staff Report

File Number: 2023-307

Agenda Date	Status
July 17, 2023	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: - Todd Miller, Deputy Fire Marshal

Agenda Item # 8.3

Energy Efficiency and Conservation Block Grant

Background

The Energy Efficiency and Conservation Block Grant (EECBG) Program is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency.

The City of Blaine has been pre-approved for a Department of Energy Efficiency Conservation Block Grant (EECBG) in the amount of \$126,550. This is a one-time grant which has been awarded to the top-ten cities by population in the state. The grant application deadline is July 31, 2023.

To maximize the use of available grant funding and minimize the use of property tax, staff identified projects that are in the 2023-2027 Capital Improvement Plan (CIP) or proposed in the 2024-2028 CIP that meet the EECBG eligibility requirements. The proposed plan is to replace four boilers with high efficiency boilers at Public Works, install 3M window treatment film on 3rd floor windows of City Hall, and complete a building automation project for HVAC at MAYC. All projects are expected to lower energy costs and project costs are lower due to completing projects earlier than anticipated.

Summary of Project Costs

Description	2023-2027 CIP Project Costs	2024-2028 Proposed CIP	Project Costs	Grant Funded	Facilities Funded
Grant Amount	\$0	\$0	\$0	\$126,550	\$0
Boiler Replacement - Public Works	\$111,340	\$0	\$80,830	\$(80,830)	\$0
Installation of 3M Window Film Treatment - City Hall	\$0	\$30,000	\$24,788	\$(24,788)	\$0
Building Automation for HVAC at MAYC	\$16,100	\$6,200	\$22,300	\$(20,932)	\$(1,368)

Total	\$127,440	\$36,200	\$127,918	\$0	\$(1,368)
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Staff Recommendation

By motion, authorize staff to apply and accept the Energy Efficiency and Conservation Block Grant.

Questions for Council

Attachment List

1. EECBG Program Pre-Award information sheet



EECBG Program PRE-AWARD INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

EECBG Program recipients representing local and tribal entities may select from two options: 1) a grant or 2) a voucher for technical assistance and/or equipment rebates. EECBG Program recipients choosing a grant must provide data requested in sections 1 through 8 below. EECBG Program recipients choosing a voucher may skip sections 4 through 7.

SECTION 1: CONTACT & LOCATION INFORMATION *(All recipients)*

Recipient Name:		Award Number:	
UEI:		DUNS (if applicable):	
Business Officer:		BO Phone Number/Email:	
Principal Investigator (PI):		PI Phone Number/Email:	

A. TYPE OF ORGANIZATION – Please indicate the type of organization of the Recipient by selecting one of the following:

- ☐ Local Government
☐ Tribal Government
☐ State

B. LOCATION AND CONGRESSIONAL DISTRICT

List the address and Congressional district(s) for the primary location where the grant will be performed.

Street Address:	
City:	
State:	
Zip:	
Congressional District(s):	

SECTION 2: GRANT OR VOUCHER *(All recipients)*

EECBG Program recipients representing local and tribal entities must select whether to receive their EECBG Program award in the form of a grant or a voucher for technical assistance and/or equipment rebates. Please indicate your choice here. All States & Territories must select “Grant.” (Select one option) [response to this question is non-binding]

- ☐ Voucher for Technical Assistance
☐ Voucher for Equipment Rebate
☐ Voucher for both Technical Assistance and Equipment Rebate
☐ Grant

SECTION 3: BUSINESS ASSURANCES (*All recipients*)

A. DISCLOSURE OF POTENTIAL IMPROPRIETIES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

- a. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals¹ under investigation for or charged with a covered offense²?
☐ Yes
☐ No
- b. Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period?
☐ Yes
☐ No
- c. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of any violations of U.S. export control laws and regulations?
☐ Yes
☐ No
- d. Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988?
☐ Yes
☐ No
- e. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct?
☐ Yes
☐ No
- f. Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from

1 For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

2 For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

receiving Federal Contracts, subcontracts or financial assistance?

☐ Yes

☐ No

- g. Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction?

☐ Yes

☐ No

B. POTENTIAL CONFLICTS OF INTEREST

1. **Financial Conflicts of Interest.** The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the DOE Interim Conflict of Interest Policy. As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators)?

☐ No

☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section V(b)(3).

- C. **Organizational Conflicts of Interest³.** The Recipient must disclose in writing any potential or actual organizational conflict of interest to DOE. See DOE Interim Conflict of Interest Policy Section VI and 2 CFR 200.318 for more information. As part of this DOE funded project, does the recipient or any subrecipients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe?

☐ No

☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section VI.

Recipients choosing a voucher may skip to Section 8

SECTION 4: PAYMENT INFORMATION *(Grant recipients only)*

Provide (1) the awardee seven-digit ASAP (Automated Standard Application for Payment System) ID number that is under the DOE / Golden Field Office (GO) Agency Locator Code (ALC) and Region Code (#8900-0001-04) if available; (2) the name, phone number and email for the ASAP / Payments Contact Person; and (3) indicate whether the preferred payment method is by advance or reimbursement.

- 1) ASAP Number:
2) ASAP/Payments Contact Person:
3) The preferred payment method is:

³ Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST *(Grant recipients only)*

Before providing this information, please read the ADDITIONAL INFORMATION at the end of this form. Each field identified below must be completed.

1. Has the Recipient had prior Federal awards? ☐ Yes ☐ No

If Yes:

Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other Federal or non-Federal organizations? If you check No to this question, please attach an explanation. ☐ Yes ☐ No

2a. Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit performed? (Please see attached instructions regarding Independent Audit requirements.) ☐ Yes ☐ No

2b. Has the Recipient undergone a Financial Audit within the last 3 years? ☐ Yes ☐ No

If Yes to either 2a. or 2b.:

a. A copy of the audit is attached to this form. ☐ Yes ☐ No

b. An electronic copy of the audit was provided with application package. ☐ Yes ☐ No

An electronic copy of the audit can be found at _____

If audit was not provided, please explain why it has not been completed and/or provided:

3. Recipient's fiscal year end date is _____

4a. Identify the Federal Agency providing the preponderance of funding from ALL Government Awards which the Recipient's organization is/was the prime recipient, including any DOE Awards. Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating billing rates), phone number, and e-mail. (If the Recipient's organization has a DCAA contact, please provide this information in 4(c) below):

Agency: _____

Point of Contact: _____

Phone/Email: _____

4b. DCAA Contact Information:

DCAA Office: _____

Point of Contact: _____

Phone/Email: _____

SECTION 6: FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY *(Grant recipients only)*

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “Pre-award Accounting System Adequacy Checklist” under CUSTOMERS-->Checklists and Tools.

	Yes	No	NA
1. Is the Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances and associated applicable Federal regulations?	☐	☐	☐
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	☐	☐	☐
b. Identification and accumulation of direct costs by project.	☐	☐	☐
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective)	☐	☐	☐
d. Accumulation of costs under general ledger control.	☐	☐	☐
e. A timekeeping system that identifies employees' labor by intermediate and final cost objective (i.e., project level, division level).	☐	☐	☐
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	☐	☐	☐
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	☐	☐	☐
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.	☐	☐	☐
i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	☐	☐	☐
3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?	☐	☐	☐
4. Is the Accounting System currently in full operation?	☐	☐	☐

SECTION 7: REPRESENTATION/CERTIFICATION *(Grant recipients only)*

Certification of the information is required by the organization's authorized representative

- ☐ I certify that I have registered in the System for Award Management (SAM).
- ☐ I certify that I have registered in FedConnect.net in order to receive award documentation.
- ☐ I certify that all subrecipient cost information has been reviewed, and that all subrecipient costs are reasonable, allowable, and allocable in accordance with the applicable cost principles. All subrecipient budget documents should be available upon DOE request.

- ☐ I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.
- ☐ I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization's written procurement procedures as outlined in "Procurement Standards" 2 CFR 200.317 through 2 CFR 200.326 inclusive.
- ☐ I certify the Recipient:
- (1) Has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;
 - (2) Shall promote and enforce Investigator compliance with DOE's Interim Conflict of Interest (COI) Policy's requirements including those pertaining to disclosure of significant financial interests;
 - (3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;
 - (4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of a financial conflict of interest; and
 - (5) Shall fully comply with the requirements of the DOE Interim COI Policy.

SECTION 8: SIGNATURES *(All recipients)*

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:

Title:

Signature of Authorized
Official:

Date:

I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:

Title:

Signature of Principal
Investigator:

Date:

ADDITIONAL INFORMATION

This information will assist DOE in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “Pre-award Accounting System Adequacy Checklist” under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor from all Federal agencies. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. It is very important to confirm that you work with the correct office.

General Rule of Thumb: Department of Health & Human Services (DHHS) is usually the CFA for Universities, Cities, States, and Counties. DHHS cognizance is not usually transferred.

If it is determined that the Department of Energy/Golden Field Office (GO) is the Cognizant Federal Office, the Recipient will have the following ANNUAL responsibilities:

1. Submit a Certified Annual Incurred Cost Claim (ICE Model – see #3 below) to the GO Cost/Price mailbox (CostPrice@ee.doe.gov). **This should represent the total organization's costs (representing the Company General Ledger), not just the Recipient's DOE award(s).**
2. Due Date: 180 days after the Recipient's fiscal year end.
3. For an example of the ICE Model, please visit <https://www.dcaa.mil>. Under “CUSTOMERS->Checklists and Tools”, click on ICE (Incurred Cost Electronically) Model and download the ICE model.

Once the information is received, GO will have the responsibility of providing your organization with an annual indirect rate agreement. This indirect rate must be used on all Federal grants and contracts.

If it is determined that GO is not the Cognizant Federal Office, the Recipient should contact the Cognizant Office for additional instructions.

ANNUAL AUDIT REQUIREMENTS

Independent (Single & Compliance) Audit Requirements

2 CFR 200, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=6e187b05cfeca4f534c659f20983b14e&mc=true&node=pt2.1.200&rgn=div5>

For-Profits: 2 CFR 910, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?node=pt2.1.910&rgn=div5>

Below are excerpts from Section F.

Audit requirements.

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single (program-specific, *not applicable for For-Profits*) or compliance audit conducted for that year in accordance with the provisions of this part.
- (b) *Single* audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 - Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (b) *Compliance* audit. (1) If a for-profit entity has one or more DOE awards with expenditures of \$750,000 or more during the for-profit entity's fiscal year, they must have a compliance audit for each of the awards with \$750,000 or more in expenditures. A compliance audit should comply with the applicable provisions in §910.514—Scope of Audit. The remaining awards do not require, individually or in the aggregate, a compliance audit.
- (c) Program-specific audit election. (*Not applicable to For-Profits*). When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit *subrecipient*. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.



City of Blaine Staff Report

File Number: 2023-308

Agenda Date	Status
July 17, 2023	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: - Alison Bong, Deputy Finance Director

Agenda Item # 8.4

Schedule of Bills Paid

Executive Summary

Council is asked to approve the Schedule of Bills Paid

Background

Per Council policy, approval of Bills Paid are presented for Council approval.

Strategic Plan Relationship

N/A

Board/Commission Review

Not required

Financial Impact

N/A

Public Outreach/Input

N/A

Staff Recommendation

Approve the ist as presented.

Attachment List

1. June 30, 2023 Bills Paid
2. June 30, 2023 Subset of Bills Paid
3. July 7, 2023 Bills Paid
4. July 7, 2023 Subset of Bills Paid
5. June 2023 P/R Checks and Wire Transfers

CITY OF BLAINE

SCHEDULE OF BILLS PAID

APPROVED ON 7/17/2023 FOR PAYMENTS THE WEEK OF 6/30/2023

Vendor Name	Description	Amount
ACEK9	Temp sensor systems contract	\$ 336.00
ALLEGRA PRINT & IMAGING	ebike flyers	\$ 218.24
AMAZON CAPITAL SERVICES	Patrol supplies-batteries	\$ 26.55
AMAZON CAPITAL SERVICES	name tag holders for Playnet	\$ 79.17
AMAZON CAPITAL SERVICES	Administration Supplies	\$ 42.30
AMAZON CAPITAL SERVICES	Office Supplies-Stock	\$ 98.78
AMAZON CAPITAL SERVICES	laminating sheets, staples, misc.	\$ 110.25
AMAZON CAPITAL SERVICES	Bumper Step for #4486	\$ 62.99
ANDERKAY ROSEMARIE	Park & Rec Refund	\$ 30.00
ANDERSON TODD E	Performance in the Park - July 6	\$ 550.00
ANOKA COUNTY	Aerial Imagery	\$ 1,000.00
ANOKA COUNTY ATTORNEY'S OFFICE	Forfeiture distribution	\$ 790.09
ANOKA COUNTY ATTORNEY'S OFFICE	Forfeiture distribution	\$ 715.21
ANOKA COUNTY ATTORNEY'S OFFICE	Forfeiture distribution	\$ 923.00
ANOKA COUNTY ATTORNEY'S OFFICE	Forfeiture distribution	\$ 81.40
ANOKA COUNTY LICENSE BUREAU	Tab Renewal - PD	\$ 14.25
ASPEN MILLS INC	Pants - Gaulke	\$ 79.99
ASPEN MILLS INC	uniforms and clothing	\$ 1,447.60
ASPEN MILLS INC	uniforms and clothing	\$ 1,272.65
ASPEN MILLS INC	uniforms and clothing	\$ 67.96
ASPEN MILLS INC	Uniforms for Reserve Officer	\$ 42.49
ASPEN MILLS INC	uniforms and clothing	\$ 53.99
ASPEN MILLS INC	uniforms and clothing	\$ 538.29
ASPEN MILLS INC	uniforms and clothing	\$ 293.65
ASPEN MILLS INC	uniforms and clothing	\$ 239.65
ASPEN MILLS INC	uniforms and clothing	\$ 79.95
ASPEN MILLS INC	uniforms and clothing	\$ 82.99
ASPEN MILLS INC	uniforms and clothing	\$ 616.48
ASPEN MILLS INC	uniforms and clothing	\$ 395.69
ASPEN MILLS INC	uniforms and clothing	\$ 159.90
AT&T MOBILITY	Employee Cell Phone Service	\$ 9,319.37
AT&T MOBILITY	data coverage for bait trailer	\$ 56.97
AUTO AIR AND ACCESSORIES INC	Replace Evaporator core 4486	\$ 1,628.65
AUTOMATIC SYSTEMS COMPANY	Vega Radar Well 16	\$ 1,233.92
AUTOMATIC SYSTEMS COMPANY	Fluoride Tank Radar Lever - WTP 1	\$ 7,334.00
BARR ENGINEERING COMPANY	WTP #4 Construction	\$ 7,505.92
BCA-CHAU RECORDS	Liquor License Background check fee	\$ 66.50
BLAINE BROTHERS INC	Front Axel/Suspension - 1235	\$ 5,594.80
BOYER TRUCKS - LAUDERDALE	Shocks for 1241	\$ 222.92
BRAUN INTERTEC CORPORATION	Construction Materials Testing	\$ 741.00

BRAUN INTERTEC CORPORATION	Construction Materials Testing	\$	1,555.00
BROWN PAT	Park/Rec Refund	\$	160.00
BROWN SEAN	Septic Soils Expense Report	\$	82.79
CALIBER COLLISION - BLAINE	Repairs to Squad	\$	2,653.90
CALIBER COLLISION - BROOKLYN PARK	Repairs to squad	\$	2,642.98
CALIBER COLLISION - BROOKLYN PARK	Repairs to Squad	\$	2,522.49
CAPITAL ONE TRADE CREDIT	Parts for Hurco	\$	58.97
CAPITAL ONE TRADE CREDIT	Backpack Sprayers	\$	559.96
CAPSTONE HOMES INC	Escrow Refund - 12970 Coral Sea Ct NE	\$	4,250.00
CARQUEST AUTO PARTS STORES	Filters for PW Stock	\$	34.00
CARQUEST AUTO PARTS STORES	Mower Batteries	\$	294.78
CARQUEST AUTO PARTS STORES	Filters for PW Stock	\$	301.11
CARQUEST AUTO PARTS STORES	Wheel bearings for 3394	\$	130.66
CARQUEST AUTO PARTS STORES	Vehicle parts	\$	24.64
CARQUEST AUTO PARTS STORES	Vehicle parts	\$	217.72
CARQUEST AUTO PARTS STORES	Battery	\$	190.83
CARQUEST AUTO PARTS STORES	Tyrod Ends/Rotors/Pads - PD	\$	69.54
CARQUEST AUTO PARTS STORES	Tyrod Ends/Rotors/Pads - PD	\$	174.82
CARQUEST AUTO PARTS STORES	Vehicle Parts - PW	\$	287.60
CARQUEST AUTO PARTS STORES	Filters for PW	\$	280.39
CARQUEST AUTO PARTS STORES	Filters for PW	\$	15.24
CARQUEST AUTO PARTS STORES	Vehicle Filters - PW	\$	240.90
CARQUEST AUTO PARTS STORES	Credit	\$	(174.82)
CARQUEST AUTO PARTS STORES	Lights for 1262 & Stock	\$	3.98
CARQUEST AUTO PARTS STORES	Belts for WTP	\$	79.18
CARQUEST AUTO PARTS STORES	Lights for 1262 & Stock	\$	96.80
CARQUEST AUTO PARTS STORES	Alternator - 3391	\$	174.15
CARQUEST AUTO PARTS STORES	Mudflaps - PW	\$	91.16
CARQUEST AUTO PARTS STORES	Wiper blades for PD	\$	64.88
CARQUEST AUTO PARTS STORES	Filters for PW Stock	\$	145.37
CARQUEST AUTO PARTS STORES	Belts for WTP	\$	237.54
CARQUEST AUTO PARTS STORES	Lubricants/Additives for Mechanics	\$	302.34
CARQUEST AUTO PARTS STORES	Brake parts for PD	\$	291.17
CENTER FOR ENERGY AND ENVIRONMENT	City of Blaine EDA HIL Loans	\$	13,750.00
CENTRAL TURF & IRRIGATION SUPPLY INC	Irrigation Control Boxes for 5 parks	\$	9,808.90
CENTRAL TURF & IRRIGATION SUPPLY INC	Irrigation Supplies	\$	45.79
CENTRAL TURF & IRRIGATION SUPPLY INC	Weed Killer/Grass Seed	\$	749.50
CENTRAL TURF & IRRIGATION SUPPLY INC	Irrigation Supplies	\$	2,126.92
CENTURYLINK	Telephone Service	\$	126.88
CENTURYLINK	Telephone Service	\$	71.96
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$	410.75
CINTAS CORPORATION	CH mats	\$	197.70
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$	215.82
CINTAS CORPORATION	MAYC mats, mops, towels etc	\$	31.98
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$	410.75
CINTAS CORPORATION	MAYC mats, mops, towels etc	\$	31.87
CINTAS CORPORATION	First aid cabinet refill - PW	\$	303.30

CITY OF ST PAUL	Bike training course	\$	500.00
COMO LUBE & SUPPLIES INC	Disposal fees	\$	60.00
CONNEXUS ENERGY-UTILITY PAYMENTS	10601 Nassau Street	\$	37.51
CONNEXUS ENERGY-UTILITY PAYMENTS	10601 Nassau Street	\$	35.00
CONNEXUS ENERGY-UTILITY PAYMENTS	10603 Nassau St NE	\$	44.86
CONNEXUS ENERGY-UTILITY PAYMENTS	10605 Nassau Street NE	\$	35.00
CONNEXUS ENERGY-UTILITY PAYMENTS	May 2023 Electric	\$	94,187.27
COON CREEK WATERSHED DISTRICT	Aquatore Park Bandshell Escrow	\$	2,745.00
CORE & MAIN LP	Flange Kits/Wire/Meters	\$	10,003.56
CRAIG RAPP LLC	Strategic Plan Facilitation Fees	\$	4,625.00
CREATIVE HOMES INC	Escrow Refund - 4650 128th Cir NE	\$	4,900.00
CREATIVE HOMES INC	Escrow Refund - 12750 Stutz Ct NE	\$	5,000.00
CREATIVE HOMES INC	Escrow Refund - 4860 127th Cir NE	\$	7,400.00
CREATIVE HOMES INC	Escrow Refund - 4844 127th Cir NE	\$	4,900.00
CREATIVE HOMES INC	Escrow Refund - 4759 127th Lane NE	\$	7,400.00
CREATIVE HOMES INC	Escrow Refund - 4749 127th Lane NE	\$	4,900.00
CREATIVE HOMES INC	Escrow Refund - 4812 127th Cir NE	\$	5,000.00
CUB FOODS INC - THE VILLAGE	Items for City Council Swearing-in	\$	88.88
CUB FOODS INC - THE VILLAGE	Gift card for Park/Rec volunteer	\$	125.00
CUB FOODS INC - THE VILLAGE	Items for Explorers Meeting	\$	52.61
CUB FOODS INC - THE VILLAGE	MFF training supplies	\$	19.98
CUB FOODS INC - THE VILLAGE	BPD Awards Ceremony items	\$	39.94
CUB FOODS INC - THE VILLAGE	Coffee with a Cop supplies	\$	38.46
CUB FOODS INC - THE VILLAGE	Consumables for training	\$	23.94
CUB FOODS INC - THE VILLAGE	MFF training supplies	\$	86.84
CUB FOODS INC - THE VILLAGE	Food/supplies for REID training	\$	23.55
CUB FOODS INC - THE VILLAGE	gift cards for volunteer- spring events	\$	283.95
CUB FOODS INC - THE VILLAGE	Snacks/beverages for Park board	\$	33.97
CUB FOODS INC - THE VILLAGE	Gift card for Park/Rec volunteer	\$	50.00
CUB FOODS INC - THE VILLAGE	Retail Unit meeting supplies	\$	22.45
CUB FOODS INC - THE VILLAGE	Food/supplies for REID training	\$	98.86
CUMMINS SALES AND SERVICE	LS 4 Generator Maintenance	\$	3,998.88
CYBER ADVISORS INC	Ethernet Wall Jack Repair	\$	200.00
CYBER ADVISORS INC	Wi-Fi Support Renewal	\$	6,762.85
CYBER ADVISORS INC	M365 SkyKick Backup	\$	1,148.00
D R HORTON INC	Escrow Refund - 12533 Edison Cir NE	\$	7,400.00
D R HORTON INC	Escrow Refund - 12541 Edison Cir NE	\$	7,400.00
D R HORTON INC	Escrow Refund - 12577 Edison Cir NE	\$	7,500.00
D R HORTON INC	Escrow Refund - 12525 Edison Cir NE	\$	7,400.00
D R HORTON INC	Escrow Refund - 12521 Edison Cir NE	\$	7,400.00
D R HORTON INC	Escrow Refund - 12681 Erskin St NE	\$	7,400.00
D R HORTON INC	Escrow Refund - 12685 Erskin St NE	\$	7,400.00
D R HORTON INC	Escrow Refund - 12688 Erskin St NE	\$	4,900.00
D R HORTON INC	Escrow Refund - 12719 Erskin St NE	\$	7,300.00
D R HORTON INC	Escrow Refund - 12714 Erskin St NE	\$	4,900.00
D R HORTON INC	Escrow Refund - 12591 Edison Cir NE	\$	7,500.00
DLT SOLUTIONS LLC	AUTOCAD Annual Subscription	\$	15,034.10

ECKBERG LAMMERS PC	Prosecution Fees	\$ 22,055.23
ECKBERG LAMMERS PC	Civil Legal Services & Retainer Fees	\$ 10,753.35
ECKBERG LAMMERS PC	Civil Legal Services & Retainer Fees	\$ 3,250.00
ECKBERG LAMMERS PC	Civil Legal Services & Retainer Fees	\$ 2,722.00
ECM PUBLISHERS INC	Public Hearing Notices	\$ 112.87
ECM PUBLISHERS INC	Publication	\$ 1,053.50
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 68.37
ECM PUBLISHERS INC	Public Hearing Notices	\$ 75.25
ENVIROTECH SERVICES INC	Dust Control - Gravel Roads	\$ 12,487.86
EVEREST EMERGENCY VEHICLES INC	Replace damaged light bar (Squad)	\$ 183.80
FACTORY MOTOR PARTS COMPANY	Wheel Bearing for 4487	\$ 559.05
FACTORY MOTOR PARTS COMPANY	Fuel Hose	\$ 39.21
FACTORY MOTOR PARTS COMPANY	Credit	\$ (39.21)
FACTORY MOTOR PARTS COMPANY	Fuel Hose	\$ 46.13
FACTORY MOTOR PARTS COMPANY	Hypoid Year Oil - PW Stock	\$ 193.84
FASTENAL COMPANY	Hydrant Bolts	\$ 7.00
FASTENAL COMPANY	Hydrant Bolts	\$ 98.45
FELL VICKI A	Permit Refund B22-03684	\$ 75.00
FERGUSON WATERWORKS #2518	Hydrant Parts	\$ 279.00
FERGUSON WATERWORKS #2518	Gate Valve Key - Storm Water	\$ 245.70
FERGUSON WATERWORKS #2518	Water Service Repair Parts	\$ 144.42
FISERV	May FISERV Payment	\$ 143.48
FLAGSHIP RECREATION	Replacement sensors for Splash Pad	\$ 300.00
FRIENDLY CHEVROLET INC	Brake Parts - PD Stock	\$ 4,074.64
FRIENDLY CHEVROLET INC	Vehicle Housing	\$ 22.51
GAASLAND KRISTIAN	Travel/Conference Reimbursement	\$ 2,914.98
GRAINGER	Furnace Parts - Sunnyside Park	\$ 244.31
HANSEN COLBY	Work boots - Seasonal	\$ 30.00
HASSLER LEAH	Park & Rec Refund	\$ 85.00
HAWKINS INC	Water Treatment Chemicals	\$ 9,368.50
HAWKINS INC	Water Treatment Chemicals	\$ 2,249.00
HAWKINS INC	Water Treatment Chemicals	\$ 928.00
HAWKINS INC	Water Treatment Chemicals	\$ 5,941.20
HAWKINS INC	Water Treatment Chemicals	\$ 6,747.00
HYDRAULIC SPECIALTY INC	Hydraulic Lines	\$ 258.90
HYDRAULIC SPECIALTY INC	Hydro Fittings for Cat Loader	\$ 31.35
IMPACT PROVEN SOLUTIONS	UTILITY BILLING INVOICE PRINTING	\$ 4,041.32
INFORMER SYSTEMS LLC	Schedule Express Software Annual Fee	\$ 14,820.00
INSTRUMENTAL RESEARCH INC	Water Sample Testing	\$ 920.00
ISOM HARLAN G	Softball Umpire Fees	\$ 232.00
JM ELECTRIC LLC	Electrical Work - Parks	\$ 590.00
JM ELECTRIC LLC	Electrical Work - Parks	\$ 250.00
KULSETH AMY	Medallion Hunt Finder	\$ 500.00
LANDS' END BUSINESS OUTFITTERS	uniform allowance	\$ 366.75
LANDS' END BUSINESS OUTFITTERS	uniform allowance	\$ 108.62
LAWSON PRODUCTS INC	Mechanic shop supplies	\$ 651.54
LAWSON PRODUCTS INC	Mechanic shop supplies	\$ 81.70

LAWSON PRODUCTS INC	Shop Supplies - Mechanics	\$ 31.58
LENNAR	Escrow Refund - 884 112th Lane NE	\$ 4,900.00
LRS PORTABLES OF MINNESOTA	Satellite Rental - Parks	\$ 7,932.86
LRS PORTABLES OF MINNESOTA	Satellite Rental - Parks	\$ 270.00
M/I HOMES	Escrow Refund - 943 112th Lane NE	\$ 4,900.00
M/I HOMES	Escrow Refund - 11122 Polk St NE	\$ 4,900.00
MANAGED SERVICES INC	CH batteries, tissue, soap, tp	\$ 525.50
MANSFIELD OIL COMPANY	Motor Fuel	\$ 7,291.90
MANSFIELD OIL COMPANY	Motor Fuel	\$ 16,297.49
MARCO TECHNOLOGIES LLC	Laserfiche scanner service call	\$ 215.00
MARTIN MARIETTA MATERIALS	Patching Materials - Water	\$ 450.74
MC TOOL & SAFETY SALES	Safety glasses/Ear plugs	\$ 304.20
MEIER-BENOLKIN JACQUELINE	Pickleball Instruction-Wellness	\$ 300.00
MENARDS - BLAINE	Seal for #2371	\$ 51.92
MENARDS - BLAINE	Plant 2 supplies/curb stop supplies	\$ 53.64
MENARDS - BLAINE	Plant 2 supplies/curb stop supplies	\$ 49.99
MENARDS - BLAINE	Pruning sealer/pick up grabbers	\$ 105.88
MENARDS - BLAINE	PW toilet repair	\$ 38.97
METRO SALES INCORPORATED	Copier Maintenance and Support	\$ 1,563.30
METRO-INET	Internet Support Services	\$ 3,031.00
METROPOLITAN COUNCIL	May 2023 SAC	\$ 282,917.25
METROPOLITAN COUNCIL	MCES 2023 Wastewater Services	\$ 421,854.86
MEYER JAMES W	Performance in the Park - June 29	\$ 300.00
MICKMAN BROTHERS INC	Irrigation Start Up/Repairs -Park	\$ 628.75
MICKMAN BROTHERS INC	Irrigation Start Up/Repairs - Park	\$ 496.50
MIDWAY FORD COMPANY	Engine for 4496	\$ 5,599.00
MIDWAY FORD COMPANY	Duplicate Keys	\$ 16.94
MINNEAPOLIS OXYGEN COMPANY	Oxygen Cylinders-Patrol Operations	\$ 122.57
MINNESOTA CITY/COUNTY MANAGEMENT	5/23-4/24 Dues (Wolfe)	\$ 245.00
MINNESOTA EQUIPMENT - HAM LAKE	Weed Whip for Streets	\$ 289.99
MINNESOTA EQUIPMENT - HAM LAKE	Credit	\$ (289.99)
MINNESOTA EQUIPMENT - HAM LAKE	Weed Whip for Streets	\$ 255.19
MINNESOTA EQUIPMENT - HAM LAKE	Weed Whip String	\$ 127.98
MINNESOTA EQUIPMENT - ISANTI	Equipment Parts - PW	\$ 175.97
MINNESOTA HIGHWAY SAFETY	PIT hybrid training	\$ 635.00
MINNESOTA POLLUTION CONTROL AGENCY	Certificate Renewal for Imdieke	\$ 23.00
MINUTE MAKER SECRETARIAL	Council Minutes	\$ 295.50
MINUTE MAKER SECRETARIAL	2023 NRCB Minutes	\$ 196.75
MN DEPT OF LABOR AND INDUSTRY	May 2023 State Surcharge	\$ 12,177.87
MTI DISTRIBUTING INC	Belts for PW Stock	\$ 515.05
MTI DISTRIBUTING INC	Mower Module and switch	\$ 990.50
MTI DISTRIBUTING INC	Switch for #2389	\$ 61.12
MTI DISTRIBUTING INC	Mower Parts #2348	\$ 121.62
MTI DISTRIBUTING INC	Mower Parts #2348	\$ 433.04
NAC MECHANICAL & ELECTRICAL SERVICES	boiler ignition repair	\$ 484.89
NORTHERN SANITARY SUPPLY CO INC	PW Supplies - Tissue/Towels	\$ 476.90
NORTHWAY SPORTS	UTV #5294 switch/mirrors	\$ 429.95

NORTHWAY SPORTS	Credit	\$ (299.99)
NORTHWAY SPORTS	UTV #5294 switch/mirrors	\$ 179.99
NUSS TRUCK & EQUIPMENT	2022 Capital Equip - Mack Truck	\$ 157,740.34
NYSTROM PUBLISHING COMPANY INC	Northtown Mall Postcard	\$ 566.91
OBENCHAIN & ASSOCIATES LLC	Leadership/management coaching	\$ 4,020.00
OPPORTUNITY SERVICES INC	Cleaning Services	\$ 350.73
PAFFY'S PEST CONTROL INC	City Hall - Pest Control	\$ 80.35
PAFFY'S PEST CONTROL INC	MAYC pest control	\$ 59.75
PAR CATERERS LLC	3M Open Catering, 7/26/23	\$ 1,406.28
PARENT BUILDERS INC	Escrow Refund - 2621 132nd Ave NE	\$ 4,800.00
PAULSON CONSTRUCTION	Escrow Refund - 2560 - 110th Ct NE	\$ 4,900.00
PAULSON CONSTRUCTION	Escrow Refund - 2821 107th Ave NE	\$ 2,500.00
PHASOR ELECTRIC COMPANY	Repair Street Lighting	\$ 2,233.00
PRAIRIE RESTORATIONS INC	Service Integrated Plant Mgmt	\$ 1,225.00
PRINT CENTRAL	business cards for Sheri C	\$ 55.00
PRINT CENTRAL	Facilities Dudley Peno business cards	\$ 39.00
PROFESSIONAL MECHANICAL SERVICES	Permit Refund B23-002248	\$ 60.00
PRO-TEC DESIGN INC	rewire PD gate	\$ 1,615.56
PRO-TEC DESIGN INC	CH move cameras and refocused	\$ 280.50
PRO-TEC DESIGN INC	door repair at Lakeside Commons Park	\$ 229.50
PROVISION EVENTS INC	3M Open - 75% Deposit	\$ 5,953.66
QUALITY LOCKSMITH SERVICE LLC	Cold garage - Door Service	\$ 4,256.16
RCM SPECIALTIES INC	Street Patching Material	\$ 613.36
RCM SPECIALTIES INC	Street Patching Material	\$ 941.36
ROADKILL ANIMAL CONTROL	Disposal of Dead Deer	\$ 206.00
RP AUTO SERVICE INC	Alignment for 4487	\$ 96.29
RUFFRIDGE JOHNSON EQUIPMENT CO	Belt/Filters for Trommel Screen	\$ 1,036.71
RUFFRIDGE JOHNSON EQUIPMENT CO	Discharge Nozzle	\$ 2,692.82
SBM FIRE DEPARTMENT	Vehicle, Equip, Computer for Chief	\$ 79,529.82
SELLMAN SHEILA	Mileage	\$ 15.07
SHORT ELLIOTT HENDRICKSON INC	2022 Street Reconstruction	\$ 13,798.19
SHORT ELLIOTT HENDRICKSON INC	Sod Replacement Project	\$ 11,352.21
SHORT ELLIOTT HENDRICKSON INC	NW Area Street Reconstruction	\$ 13,032.57
SNAP-ON INDUSTRIAL	Maintenance Computer & Software	\$ 4,593.28
SNAP-ON INDUSTRIAL	Maintenance Computer & Software	\$ 5.28
SPEAR MICHAEL	CDL Reimbursement	\$ 19.00
STANDARD INSURANCE COMPANY	Life Insurance - July 2023	\$ 8,462.75
STATE OF MINNESOTA	Forfeiture distribution	\$ 395.05
STATE OF MINNESOTA	Forfeiture distribution	\$ 461.50
STATE OF MINNESOTA	Forfeiture distribution	\$ 40.70
STREAM BENJAMIN	Meal Reimbursement	\$ 161.47
STREICHER'S	duty and practice ammo	\$ 2,721.33
STREICHER'S	duty and practice ammo	\$ 1,357.99
SUBURBAN TIRE WHOLESALE INC	Tire for PD Stock	\$ 1,395.40
SUN LIFE FINANCIAL	July 2023 LTD	\$ 5,127.76
SUNDEEN JASON	Phone Screen Repair/Screen Protector	\$ 84.26
TACTICAL SOLUTIONS	Radar/Laser Certifications	\$ 1,270.00

TAMBLYN BETH A	Home Improvement Grant #23-014	\$	3,103.00
TEAMSTERS LOCAL #320 WELFARE	Police Dental - Group #1609	\$	7,752.00
TH CONSTRUCTION OF ANOKA INC	Escrow Refund - 3537 129th Ct NE	\$	5,000.00
THE FERGUSON GROUP	2023 Federal Lobbyist Services	\$	5,000.00
TKDA AND ASSOCIATES INC	Lift Station 13 Forcemain Project	\$	4,332.26
TRI-STATE BOBCAT INC	Cabin Filters - PW Stock	\$	67.98
ULINE	sunscreen/electrolytes	\$	805.15
ULINE	Sunscreen and Electrolyte Mix - PW	\$	384.89
ULINE	Sunscreen and Electrolyte Mix - PW	\$	819.76
ULINE	2x4 poly bags	\$	58.80
US BANK	Fiscal Agent Fees - Bond 2013A	\$	550.00
VALLEY-RICH COMPANY INC	Water Main Break Repair	\$	14,101.35
VOLUNTEERS OF AMERICA	Cook Supplemental Wages	\$	131.45
WALTERS RECYCLING & REFUSE INC	Organics Collection 2023	\$	150.00
WALTERS RECYCLING & REFUSE INC	Garbage and Recycling Contract	\$	411,092.50
WSB & ASSOCIATES INC	Hidden Oaks Area Reconstruction	\$	138.00
WSB & ASSOCIATES INC	99th Ave/Baltimore St Roundabout	\$	1,552.00
WSB & ASSOCIATES INC	Professional Design	\$	5,595.50
XCEL ENERGY	Siren	\$	14.75
XCEL ENERGY	Signal - Electric	\$	70.76
XCEL ENERGY	Monument Lighting	\$	16.41
YELLOW DOG UPHOLSTERY	Seat Repair #4487	\$	300.00
		\$	2,042,706.47

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 7/17/2023 FOR PAYMENTS THE WEEK OF 6/30/2023**

Vendor Name	Description	Amount
ECKBERG LAMMERS PC	Prosecution Fees	\$ 22,055.23

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 7/17/2023 FOR PAYMENTS THE WEEK OF 7/7/2023**

Vendor Name	Description	Amount
ADVANCED GRAPHIX INC	Repairs to Squad	\$ 49.50
ALL SAFE GLOBAL INC	MAYC extinguisher inspection	\$ 57.17
AMAZON CAPITAL SERVICES	Flashlights for Mechanics	\$ 102.99
AMAZON CAPITAL SERVICES	Certificate Frames	\$ 18.97
AMAZON CAPITAL SERVICES	CR2032 Batteries	\$ 7.69
AMAZON CAPITAL SERVICES	Fuel Transfer Pump	\$ 154.99
AMAZON CAPITAL SERVICES	Computer desk - Streets	\$ 79.89
ANCOM TECHNICAL CENTER	Canopy Wireless Repair	\$ 950.00
ANOKA COUNTY ATTORNEY'S OFFICE	Forfeiture distribution	\$ 117.00
ANOKA COUNTY LICENSE BUREAU	New Registration - PD	\$ 826.93
ANOKA COUNTY TREASURY DEPT	Radio Repairs	\$ 665.00
ANOKA COUNTY TREASURY DEPT	Radio Repairs	\$ 665.00
ANOKA COUNTY TREASURY DEPT	Meals - Local Govt Officials Meeting	\$ 37.50
ANOKA COUNTY TREASURY DEPT	Connect Anoka County Fiber	\$ 812.50
ANOKA HENNEPIN COMMUNITY ED	room rental for Little School	\$ 594.00
AUTOMATIC SYSTEMS COMPANY	Screen Replacement at LS 13	\$ 6,971.00
BARNUM COMPANIES INC	PD garage door replacement	\$ 8,744.00
BARR ENGINEERING COMPANY	Wellfield Management Plan Proposal	\$ 3,303.50
BARR ENGINEERING COMPANY	Booster Station and Well 16 Evaluation	\$ 1,397.50
BARR ENGINEERING COMPANY	WTPs 1-3 Upgrade Project	\$ 1,666.00
BARR ENGINEERING COMPANY	WTP1 Underdrain Redesign	\$ 19,086.30
BARR ENGINEERING COMPANY	WTP 2 - Preventative Maintenance	\$ 5,558.80
BARR ENGINEERING COMPANY	General Engineering Services	\$ 671.00
BIO-TEC EMERGENCY SERVICES	Decontamination of Squads	\$ 300.00
BLAINE AREA PET HOSPITAL PA	K9 Vet Services - Hector	\$ 462.86
BLAINE BROTHERS INC	Transmission Repair 1203	\$ 653.39
BLAINE BROTHERS INC	Credit	\$ (57.50)
BOLTON & MENK INC	Final Design & Construction Services	\$ 82,650.10
BOLTON & MENK INC	Construction Svcs 89th & Davenport	\$ 33,234.50
BOLTON & MENK INC	Lift Station 1 Force Main-Design	\$ 5,158.50
BOLTON & MENK INC	Sod Replacement Project Services	\$ 1,145.00
BOLTON & MENK INC	Survey/Design, Ulysses/117th Improve	\$ 24,424.00
BOLTON & MENK INC	Ulysses & 117th Ave	\$ 2,444.23
BOYER TRUCKS - LAUDERDALE	Seal kit/Air horn for 1200	\$ 457.41
BRAD'S CATCH BASIN REPAIR LLC	Concrete Driveway Repair	\$ 9,623.00
CAMPION BARROW & ASSOCIATES	pre employment testing	\$ 455.00
CAPITAL ONE TRADE CREDIT	WTP 1 Parts	\$ 53.97
CARAHSOFT TECHNOLOGY CORP	Year 2 of 5 - Budgeting Software	\$ 41,711.00
CENTERPOINT ENERGY MINNESOTA	Permit Refund B23-02312	\$ 120.00
CINTAS CORPORATION	PD first aid cabinet supplies	\$ 160.16

COMO LUBE & SUPPLIES INC	Disposal fees	\$ 503.95
CONVERGINT TECHNOLOGIES	Annual Alarm Monitoring	\$ 600.00
CONVERGINT TECHNOLOGIES	Annual Alarm Monitoring	\$ 760.00
CONVERGINT TECHNOLOGIES	Annual Alarm Monitoring	\$ 760.00
CONVERGINT TECHNOLOGIES	Annual Alarm Monitoring	\$ 760.00
CONVERGINT TECHNOLOGIES	Annual Alarm Monitoring	\$ 760.00
CORE & MAIN LP	Meter Radios	\$ 4,801.79
CRAIG RAPP LLC	Strategic Planning Facilitation	\$ 10,025.00
CUMMINS SALES AND SERVICE	Lift Station Maintenance	\$ 2,757.17
CUMMINS SALES AND SERVICE	Repair injector pump #1208	\$ 4,578.35
CUMMINS SALES AND SERVICE	Planned Maintenance on Tower	\$ 2,372.05
EMBROIDERY & MORE TOO LLC	Uniforms for Seasonal Employees	\$ 1,020.00
ESS BROTHERS & SONS INC	Aqua Seal for manholes	\$ 621.80
FACTORY MOTOR PARTS COMPANY	Radiator/belts/wire for 4496	\$ 250.52
FACTORY MOTOR PARTS COMPANY	Brake Pads - PD Stock	\$ 681.04
FACTORY MOTOR PARTS COMPANY	Radiator/belts/wire for 4496	\$ 270.27
FACTORY MOTOR PARTS COMPANY	Vehicle parts - 5269	\$ 52.72
FASTENAL COMPANY	Flanges for the beach	\$ 24.11
FERGUSON ENTERPRISES INC #1657	WTP 2 parts	\$ 36.99
FERGUSON ENTERPRISES INC #1657	WTP 2 parts	\$ 866.52
FERGUSON WATERWORKS #2518	measure wheel for locates	\$ 99.97
GAUGHAN SERVICES	June 2023 Maintenance	\$ 3,560.00
GAUGHAN SERVICES	CH replace canopy lighting	\$ 15,926.34
GRAINGER	Air compressor valve	\$ 22.66
GROUP HEALTH INC - WORKSITE	April Employee Wellness Program	\$ 173.42
GROUP HEALTH INC - WORKSITE	May Employee Wellness Program	\$ 173.42
HANSON DANA	facilities purchasing policy	\$ 562.50
HAYLE BENJAMIN	Mileage	\$ 184.71
HOFFMAN & MCNAMARA COMPANY	Pheasant Ridge Dr Landscape Improve	\$ 8,762.50
HOPKINS SPORTS CAMPS LLC	Summer Sports Camps	\$ 287.50
INGINA LLC	Summer tech camps	\$ 2,400.00
JENSEN JAN	Plow Damage Reimbursement	\$ 300.00
KNOBLAUCH KYLENE	Softball Umpire Fees	\$ 1,126.00
KRIEGER JEROME	Mileage	\$ 179.47
KROOG RACHAEL	Performance in the Park - July 11	\$ 650.00
LOCKRIDGE GRINDAL NAUEN PLLP	2023 State Lobbyist Services	\$ 3,166.66
MAGIC BOUNCE INC	Inflatables for Family Fun Night	\$ 11,750.00
MANAGED SERVICES INC	CH janitorial services	\$ 4,418.00
MANAGED SERVICES INC	PD janitorial services	\$ 759.00
MARSDEN BUILDING MAINTENANCE	PW janitorial services	\$ 2,251.25
MARTIN MARIETTA MATERIALS	Storm Patching Material	\$ 668.11
MARTIN MARIETTA MATERIALS	Storm Patching Material	\$ 150.49
MENARDS - BLAINE	Patrol general supplies	\$ 95.19
MENARDS - BLAINE	Patrol general supplies	\$ 35.94
MENARDS - BLAINE	Patrol general supplies	\$ 21.99
MENARDS - BLAINE	Well 5 Parts	\$ 34.98

MENARDS - BLAINE	CH 3rd floor bathroom supplies	\$ 168.90
MENARDS - BLAINE	Supplies for Lift Stations	\$ 186.36
MENARDS - BLAINE	Supplies for Lift Stations	\$ 148.80
MENARDS - BLAINE	Shelf for Mechanics	\$ 159.99
METRO SALES INCORPORATED	Copier Maintenance and Support	\$ 1,054.75
MIDWAY FORD COMPANY	Brake Parts - 5306/Stock	\$ 58.30
MIDWAY FORD COMPANY	Brake Parts - 5306/Stock	\$ 116.60
MIDWAY FORD COMPANY	Fuel Tank Straps for 4461	\$ 194.70
MIDWAY FORD COMPANY	cable/sensor for 3389/4466	\$ 110.22
MIDWAY FORD COMPANY	cable/sensor for 3389/4466	\$ 18.95
MIDWAY FORD COMPANY	cable/sensor for 3389/4466	\$ 18.95
MIDWAY FORD COMPANY	LH Mirror and running board	\$ 361.53
MIDWAY FORD COMPANY	cable/sensor for 3389/4466	\$ 18.95
MINNESOTA EQUIPMENT - HAM LAKE	Fan for Squad	\$ 139.52
MINNESOTA EQUIPMENT - HAM LAKE	Chainsaw Chaps	\$ 454.95
MINNESOTA EQUIPMENT - HAM LAKE	Credit	\$ (31.57)
MINNESOTA EQUIPMENT - ISANTI	Ball Joint/Socket/V Belt for 2371	\$ 229.98
MINNESOTA HIGHWAY SAFETY	Defensive Driving Refresher Class	\$ 480.00
MINNESOTA UI	Unemployment insurance interest	\$ 10.00
MOORE ALEXANDER MICHAEL	Boarding Fees for K9 Andy	\$ 153.19
MTI DISTRIBUTING INC	Blade kit/MVP filter Kit for 2431	\$ 1,232.01
OFFICE OF MNIT SERVICES	Telephone and Internet Service	\$ 586.34
OLSON LISA	Mileage and reimbursement report	\$ 171.96
PAFFY'S PEST CONTROL INC	pest control monthly PW/MAYC/CH	\$ 134.00
PITNEY BOWES INC	Postage Machine Meter Rental Qtly	\$ 105.00
REPUBLIC SERVICES #894	Shredding for Recycling Saturday Events	\$ 797.64
SBM FIRE DEPARTMENT	Fire Protection Service 2023	\$ 196,815.00
SHERWIN-WILLIAMS COMPANY	LCD Display Board for 2362	\$ 267.99
SHORT ELLIOTT HENDRICKSON INC	Water Storage Tank Rehab, I/P 20-50	\$ 747.95
STAR TRIBUNE-SUBSCRIPTIONS	MAYC Newspaper delivery	\$ 82.45
STATE OF MINNESOTA	Forfeiture distribution	\$ 58.50
STERICYCLE INC	Biohazard pickup	\$ 378.81
SUBURBAN TIRE WHOLESAL INC	Tires for PD Stock	\$ 2,530.00
SUBURBAN TIRE WHOLESAL INC	Tractor Tires for 2371	\$ 717.00
SUMMIT FIRE PROTECTION	Permit Refund	\$ 50.00
SUMMIT FIRE PROTECTION	Permit Refund	\$ 50.00
SUSA	2023 Dues - Gaasland	\$ 125.00
TEE JAY NORTH INC	CH - ADA doors 1st floor bathroom	\$ 6,652.00
TKDA AND ASSOCIATES INC	Lift Station 13 Forcemain Project	\$ 3,511.92
TKDA AND ASSOCIATES INC	Lift Station 13 Forcemain Project	\$ 7,127.75
TOLL GAS & WELDING SUPPLY	General Supplies - Water	\$ 37.75
TYLER TECHNOLOGIES INC	Annual Maint. 7/1/23 to 6/30/24	\$ 90,707.33
ULINE	4ml poly bags, police tape, drug boxes	\$ 730.00
USA BLUEBOOK (#657220)	Fire Hyd Flags/Chemical Feed Hoses	\$ 3,355.33
VERIZON WIRELESS	Telephone Service	\$ 749.09
VIKING INDUSTRIAL CENTER	PPE New Employee	\$ 438.56
VIKING INDUSTRIAL CENTER	Credit	\$ (68.54)

WESTWIND SWING BAND LLC	Performance in the Park - July 13	\$ 450.00
XCEL ENERGY	May 2023	\$ 31,600.16
YAO QING JEAN	Instructor for Tai Chi Class	\$ 320.00
ZAYO GROUP LLC	Telephone Service	\$ 1,958.17
ZIEGLER INC	Credit	\$ (354.03)
ZIEGLER INC	PW generator repair	\$ 494.30
		\$ 703,167.74

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 7/17/2023 FOR PAYMENTS THE WEEK OF 7/7/2023**

Vendor Name	Description	Amount
BOLTON & MENK INC	Survey/Design, Ulysses/117th Improve	\$ 24,424.00
XCEL ENERGY	May 2023	\$ 31,600.16
BOLTON & MENK INC	Construction Svcs 89th & Davenport	\$ 33,234.50
CARAHSOFT TECHNOLOGY CORP	Year 2 of 5 - Budgeting Software	\$ 41,711.00

PAYROLL CHECKS & WIRE TRANSFERS

MONTH: JUNE 2023

PAYROLL CHECKS

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
06/08/23	VENDOR CHECKS	CHECK # 79660-79665	\$5,823.31
06/08/23	EMPLOYEES	DIRECT DEPOSITS	\$608,868.57
06/22/23	VENDOR CHECKS	CHECK # 79666-79675	\$12,071.76
06/22/23	EMPLOYEES	DIRECT DEPOSITS	\$619,363.96

WIRE TRANSFERS

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
06/08/23	STATE OF MINNESOTA	PAYROLL TAXES	\$41,183.83
06/08/23	I.R.S.	PAYROLL TAXES	\$188,006.87
06/08/23	P.E.R.A.		\$179,102.42
06/08/23	21ST CENTURY	DEFERRED COMP & H.S.A	\$59,508.30
06/20/23	STATE OF MINNESOTA	MAY SALES TAX	\$33,295.00
06/20/23	21ST CENTURY	CREDIT CARDS	\$21,825.41
06/22/23	STATE OF MINNESOTA	PAYROLL TAXES	\$42,088.89
06/22/23	I.R.S.	PAYROLL TAXES	\$191,442.55
06/22/23	P.E.R.A.		\$179,941.94
06/22/23	21ST CENTURY	DEFERRED COMP & H.S.A	\$59,442.54

TOTAL \$2,241,965.35



City of Blaine Staff Report

File Number: RES 23-115

Agenda Date	Status
July 17, 2023	
In Control	File Type
City Council	Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.1

Resolution Granting a Conditional Use Permit Amendment to Allow Outdoor Dining with up to 68 Seats in the Rear of the Building in the B-2 (Community Commercial) Zoning District 10950 Club West Parkway NE, #160. The Rusty Bumblebee (Case File No. 23-0060/SLK)

Executive Summary

The Rusty Bumblebee is requesting a conditional use permit amendment to allow up to 68 seats in an outdoor seating area in the rear of their tenant's space.

Background

Planning Commission Public Hearing	07/11/23
City Council (Conditional Use Permit)	07/17/23
Action Deadline	08/22/23

Staff report prepared by Shawn Kaye, Planner, and Teresa Barnes, Project Engineer

Executive Summary

Zoning

The property is zoned B-2 (Community Commercial).

Surrounding Zoning and Uses

The properties to the north and east are zoned DF (Development Flex) with townhomes to the north and commercial buildings to the east. The commercial buildings to the west are zoned B-2 and 109th Avenue is adjacent to the south.

Existing Conditions

The site is occupied by the Club West commercial building.

History

This tenant space received a Conditional Use Permit (CUP) for two outdoor dining patios on May 15, 2023 and a Conditional Use Permit amendment to allow live entertainment on June 5, 2023.

Evaluation of Request

Site Plan

The applicant recently received approval (May 2023) for two outdoor patios, 16 seats in the front of the site and 32 seats in the rear of the site. While constructing the rear patio area the applicant determined at this time they would prefer to have one larger patio in the rear instead of two patios on site. The 25 foot x 38 foot patio area has been fenced in on site, but is limited to 32 seats (per current CUP) until approval has been received by the City Council for up to 68 seats.

It should be noted that the existing outdoor dining area defined by a fence is 950 square feet. The occupant load factor defined by the fire and building code for tables and chairs is 15 square feet per person, which would allow a maximum of 63 occupants in the outdoor seating area. In addition, once the occupant load exceeds 49 occupants, a second exit from the seating area is required. A condition has been added that the applicant will need to apply for a building permit for the outdoor seating in the rear of the site.

Parking

To meet the needs of the current tenants of the Club West Center, 402 stalls are required under the requirements of the code. The parking lot for the shopping center identifies 412 parking stalls. Therefore, adequate parking has been provided on site.

Conditional Use Permit

A city exercises "quasi-judicial" authority when considering a CUP application. This means the city's role is limited to applying the standards in the ordinance to the facts presented by the application. The city acts like a judge in evaluating the facts against the standards.

The Blaine City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use on the comprehensive plan and upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the Council shall consider the following findings where applicable.

1. The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
 - This outdoor dining area does not create an excessive burden.
2. The use will be located, designed, maintained, and operated to be compatible with adjoining properties and the existing or intended character of the zoning district.
 - The B-2 district is intended to provide retailing and services of both a convenience and durable nature to shoppers, such as apparel, furniture, food, banking and financial services for a trade area of nearby residential neighborhoods. The use meets this intent.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
 - The proposed outdoor dining will meet all setbacks and landscape requirements. The use will not have an adverse effect on adjacent properties.

4. The use, in the opinion of the City Council, shall be reasonably related to the overall needs of the City and to the existing land use.
5. The use shall be consistent with the purposes of the zoning code and purposes of the zoning district in which the applicant intends to locate the proposed use.
 - o The use meets the purpose of the B-2 district.
6. The use shall not be in conflict with the comprehensive plan of the City.
 - o The comprehensive plan designation is CC (Community Commercial) which is for retailing and services that serve larger areas from neighborhood to regional scale. The use is not in conflict with the Comprehensive Plan.
7. The use will not cause traffic hazard or congestion.
 - o The proposed development will not result in any additional traffic hazards or additional congestion to the area.
8. The use shall have adequate utilities, access roads, drainage and necessary facilities.
 - o The proposed development, once constructed, will have the required utility services, adequate roads and necessary drainage facilities to service the proposed development.

Attachment List:

Zoning and Location Map

Site Plan and Narrative

Picture of Outdoor Dining Area

Parking Analysis

Resolution for Outdoor Dining

Resolution for Live Entertainment

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission held a public hearing for this item at the July 11, 2023 meeting, there was not a quorum so a formal recommendation was not made. The public hearing was closed as conditional use permits are able to be forwarded to the City Council without a recommendation. There were no comments at the public hearing.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

1. Mailed to property owners within 350 feet of the property boundaries.
2. Published in Blaine/Spring Lake Park/Columbia Heights/Fridley Life.

3. Posted on the City website.

Staff Recommendation

By motion, adopt the Resolution.

Attachment List

1. Attachments



City of Blaine

Signature Copy

Resolution: RES 23-115

Resolution Granting a Conditional Use Permit Amendment to Allow Outdoor Dining with up to 68 Seats in the Rear of the Building in the B-2 (Community Commercial) Zoning District 10950 Club West Parkway NE, #160. The Rusty Bumblebee (Case File No. 23-0060/SLK)

WHEREAS, an application has been filed by Club West Plaza LLC as Conditional Use Permit Case File No. 23-0052 for The Rusty Bumblebee; and

WHEREAS, said case involves the property described as follows:

Lots 1, 2, 5, 6 and 7, Block 2, ROSELAND INDUSTRIAL PARK

WHEREAS, the Blaine Planning Commission held a public hearing on July 11, 2023; and

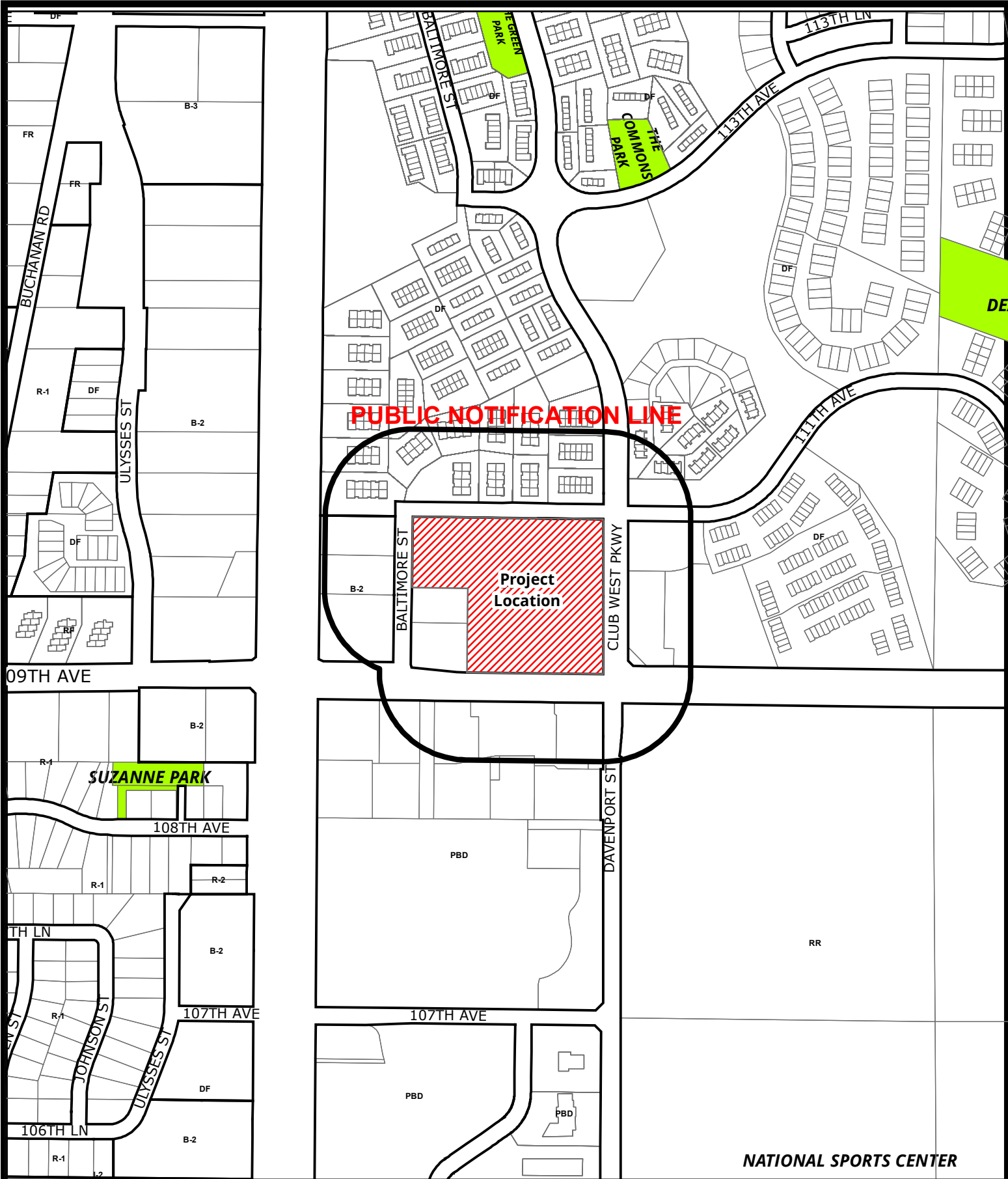
WHEREAS, the Blaine City Council has reviewed said case on July 17, 2023; and

WHEREAS, the criteria identified in Section 27.04 for granting a conditional use permit have been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit is hereby approved per Section 30.14 (o) and 27.04 of the Zoning Ordinance to allow outdoor dining with up to 68 seats in the rear of the building in the B-2 (Community Commercial) zoning district with the following conditions:

1. The outdoor dining area will be subject to a SAC review and payment. The applicant must work with the City's Chief Building Official and Met Council to determine the amount required for this use.
2. A building permit will be required for the additional seating proposed in the outdoor dining area.
3. No outdoor advertising on the building or outdoor dining area without obtaining a temporary sign permit is allowed.
4. The outdoor dining area in the rear of the tenant space will be limited to no more than 68 seats. The outdoor dining area in the rear is required to have a maintenance free composite privacy fence surrounding the seating area.
5. The ability to operate outdoor dining is reliant upon the applicant's ability to adequately control litter and refuse as associated with the facility.
6. Provide manufacturing specifications and requirements for propane heater use and clearance for combustibles if they are to be used on site.

PASSED by the City Council of the City of Blaine this 17th day of July, 2023.



BlaineMN.gov

Case File No. 23-0060 The Rusty Bumblebee

Blaine Planning Department / 10801 Town Square Dr NE / Blaine, MN 55449 / (763) 785-6180

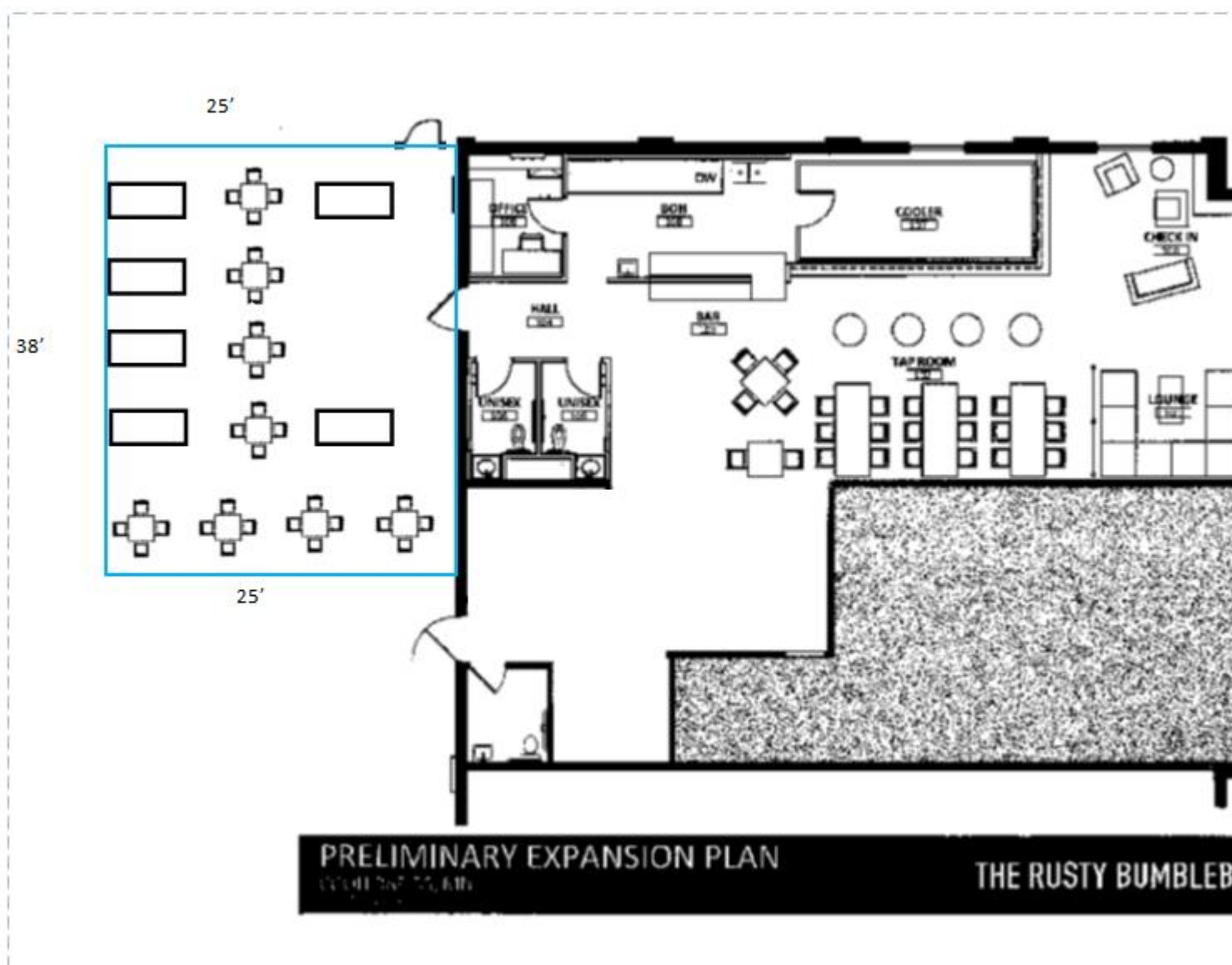


Patio Proposal Amendment

With the ability of having live entertainment on our back patio we have decided to amend our

AMEND SEATING

After creating the initial rear patio, we have determined that just having one large rear patio instead of two would be more advantageous to our company and provide a better customer experience. With the blessing of the City, we increased the rear patio size to 25'x38'. With the increased size of our rear patio, we are able to accommodate 68 seats rather than the 32 that was approved with the first conditional use permit.



USABLE SPACE FOR 6-7 MONTHS

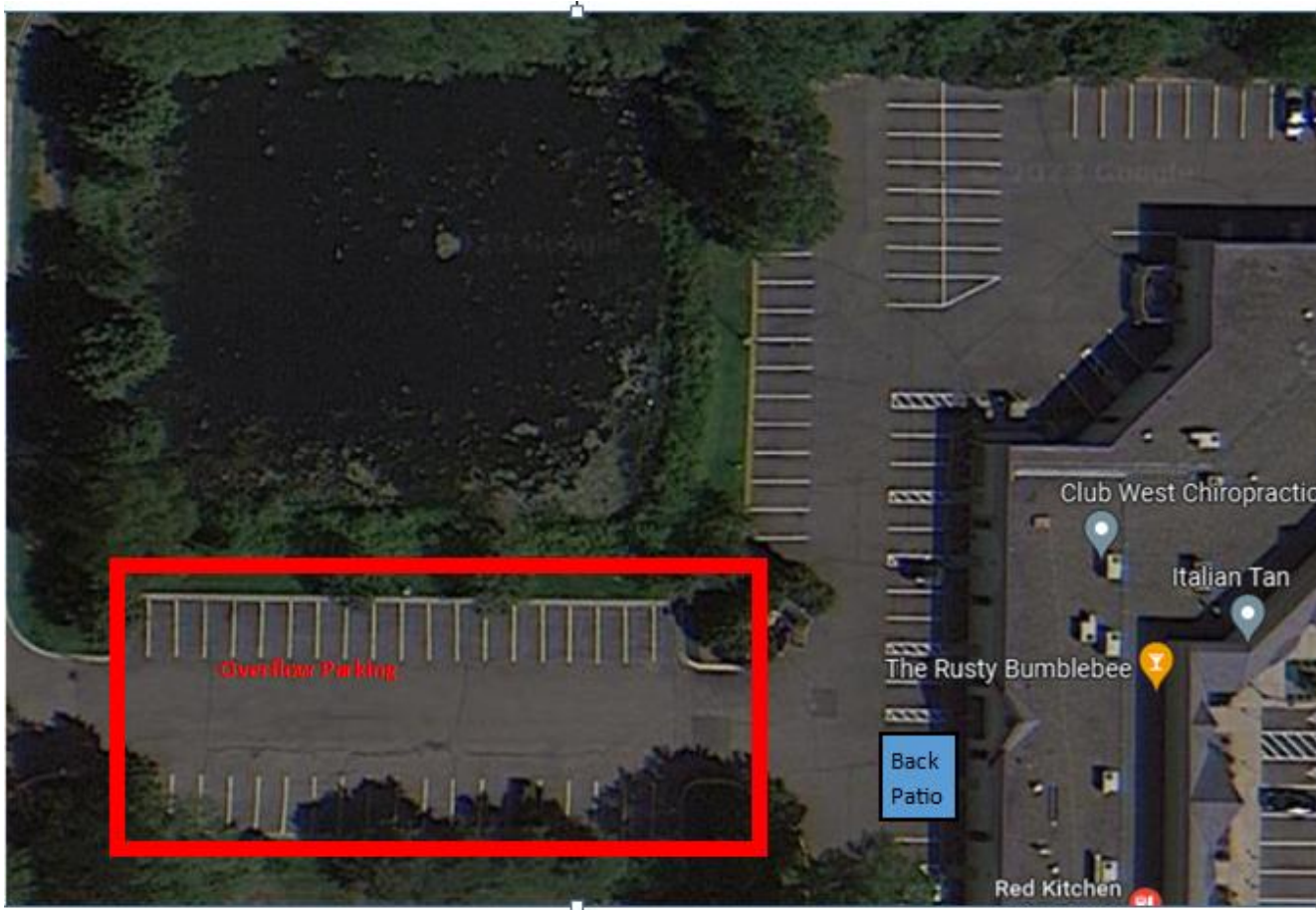
Minnesota summers are great, but we can expand the use of the patios by installing heaters. Our customers can enjoy an outdoor beverage even when the temperatures get a little cooler. The expanded seating will provide usable outdoor space up to 6-7 months a year!

ENHANCED CUSTOMER EXPERIENCE

Building one larger patio will deliver an enhanced experience to the customers. Our customers can enjoy the fresh air and feel closer to nature while they enjoy a nice tasty beverage while listening to live entertainment.

ENHANCED CURB APPEAL

Our outdoor patio not only enables us to expand our seating area but also enhances the curb appeal of our tap house and of the entire retail space. It feels cozier and a lot more welcoming and will have customers flowing in all day long. The back patio has a composite privacy fence that replaced 4 parking spots. The back patio also draws attention to the overflow parking directed behind us that is rarely used (Fig. 2). The patio is currently lit with string patio lights.



INCREASED PROFITS

Accommodating more customers allows us to better serve our customers and provides increased profits. It will also benefit the other surrounding retailers due to the increased foot traffic. Serving more customers will especially benefit our food service neighbors because we permit outside food into our tap house.

SUMMARY

Having more seating in our back patio comes with many benefits to our customers and our community. Expanded seating will provide usable outdoor space 6-7 months of the year, will enhance our customer experience, and increase our company's profits. The expanded patio seating is consistent with the expectations of Blaine residents.



Suite	Size	Description	Parking Ratio	Stalls Required
Suite 100	1,084	Wild Bill's Dining	100	10.8
	2,704	Wild Bills Bar	40	67.6
	1,139	Wild Bills Kitchen	200	5.7
	3,200	Wild Bills Outdoor Dining	100	32.0
Suite 110	2,066	eCig Market	200	10.3
Suite 120	1,632	Right Fit Running	200	8.2
Suite 130	1,648	Topper's Pizza	200	8.2
Suite 140	524	Red Kitchen Dining	100	5.2
	542	Red Kitchen Kitchen	200	2.7
Suite 150	1,625	TC Med Spa	200	8.1
Suite 160	959	Taproom Seating	40	24.0
	171	Taproom Back of House	200	0.9
	634	Taproom Outdoor Dining	100	6.3
Suite 170	4,315	Italian Tan	200	21.6
Suite 180	2,380	Vacant	200	11.9
Suite 190	2,154	Club West Chiropractic	150	14.4
Suite 200	5,120	Burn Boot Camp	300	17.1
Suite 220	1,444	Hajime Dining	100	14.4
	1,081	Hajime Kitchen	200	5.4
Suite 240	3,222	Von Hanson's Meats	200	16.1
Suite 280	4,330	Tavern Dining	100	43.3
	704	Tavern Bar	40	17.6
	1,700	Tavern Kitchen	200	8.5
	2,207	Tavern Outdoor Dining	100	22.1
a	5,374	Bank of the West	400	13.4
b	1,271	Dry cleaner	200	6.4
			Total Required	402.2
			Total Provided	412



City of Blaine

Signature Copy

Resolution: RES 23-87

Resolution Granting a Conditional Use Permit to Allow Outdoor Dining with 16 Seats in the Front of the Building and 32 Seats in the Rear of the Building in a B-2 (Community Commercial) Zoning District at 10950 Club West Parkway NE, #160. The Rusty Bumblebee (Case File No. 23-0036)

WHEREAS, an application has been filed by Club West Plaza LLC as Conditional Use Permit Case File No. 23-0036 for The Rusty Bumblebee; and

WHEREAS, said case involves the property described as follows:

Lots 1, 2, 5, 6 and 7, Block 2, ROSELAND INDUSTRIAL PARK

WHEREAS, the Blaine Planning Commission held a public hearing on May 9, 2023, and recommended approval regarding said Conditional Use Permit; and

WHEREAS, the Blaine City Council has reviewed said case on May 15, 2023; and

WHEREAS, the criteria identified in Section 27.04 for granting a conditional use permit has been met.

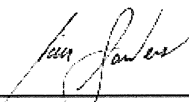
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit is hereby approved per Section 30.14(o) and 27.04 of the Zoning Ordinance to allow outdoor dining with 16 seats in the front of the building and 32 seats in the rear of the building in a B-2 (Community Commercial) zoning district with the following conditions:

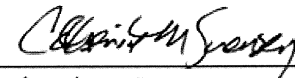
1. The outdoor dining area will be subject to a SAC review and payment. The applicant must work with the City's Chief Building Official and Met Council to determine the amount required for this use.
2. No outdoor advertising on the building or outdoor dining area without obtaining a temporary sign permit is allowed.
3. The outdoor dining area in the front of the tenant space will be limited to no more than 16 seats. The outdoor dining area in the front is required to have a decorative metal fence surrounding the seating area.
4. The outdoor dining area in the rear of the tenant space will be limited to no more than 32 seats. The outdoor dining area in the rear is required to have a maintenance free composite privacy fence surrounding the seating area.

5. The ability to operate outdoor dining is reliant upon the applicant's ability to adequately control litter and refuse as associated with the facility.
6. Music from speakers, not including live music, is permitted provided said music is not in violation of Article IV, Division 2, Noise of the Blaine City Code.
7. Contingent upon amended liquor liability certificate of insurance outlining new patio areas.

PASSED by the City Council of the City of Blaine this 15th day of May, 2023.



Signed by: 
Tim Sanders, Mayor

Attest by: 
Catherine Sorensen, CMC, City Clerk



City of Blaine

Signature Copy

Resolution: RES 23-98

Resolution Granting a Conditional Use Permit to Allow Live Entertainment in the B-2 (Community Commercial) Zoning District at 10950 Club West Parkway NE, #160. The Rusty Bumblebee (Case File No. 23-0052/SLK)

WHEREAS, an application has been filed by Club West Plaza LLC as Conditional Use Permit Case File No. 23-0052 for The Rusty Bumblebee; and

WHEREAS, said case involves the property described as follows:

Lots 1, 2, 5, 6 and 7, Block 2, ROSELAND INDUSTRIAL PARK

WHEREAS, the Blaine City Council held a public hearing on June 5, 2023, regarding said Conditional Use Permit; and

WHEREAS, the Blaine City Council has reviewed said case on June 5, 2023; and

WHEREAS, the criteria identified in Section 27.04 for granting a conditional use permit has been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit amendment is hereby approved per Section 30.24 and 27.04 of the Zoning Ordinance to allow live entertainment at an existing restaurant with the following conditions:

1. Live entertainment on the patio and inside the building is permitted provided said music is not in violation of Article IV, Division 2, Noise of the Blaine City Code.

PASSED by the City Council of the City of Blaine this 5th day of June, 2023.

Signed by

Tim Sanders, Mayor



Signed by

Cathy Sorensen, CMC, City Clerk



City of Blaine Staff Report

File Number: 2023-299RES 23-116

Agenda Date	Status
July 17, 2023	
In Control	File Type
City Council	Resolution

Administration - Daniel Schluender, Director of Engineering

Agenda Item # 11.1

Resolution Accepting a Bid from FlowSeal Surface Maintenance Corporation in the Amount of \$143,442.00 for the 2023 Crack Sealing Project, Improvement Project No. 23-02

Executive Summary

Accept a Bid from FlowSeal Surface Maintenance Corporation for Crack Sealing on various streets, Improvement Project No. 23-02.

Background

Bids were received electronically at 10:00 AM, July 10, 2023, for Project No. 23-02. A total of 3 bids were received, ranging from \$143,442.00 to \$418,850.70. The 3 lowest bidders and Engineer's estimate are as follows:

Engineer's Estimate	\$135,863.90
FlowSeal Surface Maintenance Corporation	\$143,442.00
Fahrner Asphalt Sealers, LLC	\$322,175.50
Allied Blacktop Company	\$418,850.70

Bids have been checked and tabulated, and it has been determined that FlowSeal Surface Maintenance Corporation of Elk River, Minnesota is the lowest bidder. The Engineering Department has not worked with FlowSeal Surface Maintenance Corporation on previous contracts. The engineering staff has checked references for FlowSeal Surface Maintenance Corporation and they have successfully completed crack filling projects for the City of Minneapolis as well as other cities. Staff recommends that the low bid be accepted, and a contract entered into with FlowSeal Surface Maintenance Corporation.

City Council is also asked to approve a 5% contingency to bring the total project budget to \$150,614.10. The funding source for this project is the General Fund and there are sufficient funds in

the 2023 budget to cover these costs.

Strategic Plan Relationship

This project aligns with the City's strategic plan goal of well-maintained infrastructure by providing high-quality street surfaces.

Board/Commission Review

N/A

Financial Impact

This is part of the general fund budget for street maintenance and there are sufficient funds to cover the costs.

Public Outreach/Input

N/A

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. 23-02 CRACK SEALING PLANS



City of Blaine

Signature Copy

Resolution: RES 23-116

Resolution Accepting a Bid from FlowSeal Surface Maintenance Corporation in the Amount of \$143,442.00 for the 2023 Crack Sealing Project, Improvement Project No. 23-02

WHEREAS, pursuant to advertisement for bids for Improvement Project No. 23-02, said bids were received on July 10, 2023, electronically opened and tabulated according to law, and the following 3 bids were received complying with the advertisement:

FlowSeal Surface Maintenance Corporation	\$143,442.00
Fahrner Asphalt Sealers, LLC	\$322,175.50
Allied Blacktop Company	\$418,850.70

AND WHEREAS, FlowSeal Surface Maintenance Corporation of Elk River, Minnesota is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Blaine as follows:

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with FlowSeal Surface Maintenance Corporation for the designated improvements in the amount of \$143,442.00.
2. A 5% contingency is hereby approved to bring the total project budget to \$150,614.10 and the Director of Engineering is hereby authorized to sign all change orders up to the authorized project budget amount.
3. The City Clerk is hereby authorized and directed to return forthwith to all bidders the bid bonds submitted with their bids, except the two lowest bidders. When a contract is duly executed, the bid bond of the remaining unsuccessful bidder will be returned. The bid bond of the successful bidder will be retained until the performance and payment bonds have been executed and approved, after which the bid bond will be returned.

PASSED by the City Council of the City of Blaine this 17th day of July, 2023.

CONSTRUCTION PLANS FOR:
IMPROVEMENT PROJECT 23-02
2023 BLAINE CRACK SEALING PROJECT

PROJECT LOCATION MAP

LEGEND

EXISTING

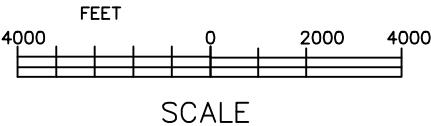
- STORM SEWER & MANHOLE
- SANITARY SEWER & MANHOLE
- WATERMAIN, HYDRANT, VALVE & MANHOLE
- CULVERT
- BULKHEAD
- UNDERGROUND TELEPHONE LINE
- TELEPHONE MANHOLE
- UNDERGROUND ELECTRIC LINE
- ELECTRIC MANHOLE
- GAS MAIN & VALVE
- STREET LIGHT
- MAILBOX
- TRAFFIC SIGN
- STREET SIGN
- POWER POLE W/ GUY WIRE
- DECIDUOUS TREE
- CONIFEROUS TREE
- BUSH - SHRUB
- HEDGE
- WOODED AREA
- FENCE
- GUARD RAIL
- DITCH
- TRAFFIC SIGNAL POLE
- HANDHOLE
- CONCRETE CURB & GUTTER
- BITUMINOUS CURB
- CONCRETE PAVEMENT
- BUILDING
- SECTION LINE
- QUARTER LINE
- SIXTEENTH LINE
- RIGHT OF WAY LINE

PROPOSED

- CONSTRUCTION LIMITS
- CONSTRUCTION CENTERLINE
- RIGHT OF WAY LINE
- STORM SEWER & MANHOLE
- SANITARY SEWER & MANHOLE
- WATERMAIN, HYDRANT, VALVE & MANHOLE
- CULVERT
- CATCH BASIN
- BULKHEAD
- CONCRETE CURB & GUTTER

NOTES:

- THE EXACT LOCATION OF UNDERGROUND UTILITIES SUCH AS GAS, TELEPHONE, FIBEROPTIC, ELECTRIC, CABLE TV AND PIPELINES ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL BEFORE COMMENCING AND CONSTRUCTION OR EXCAVATION. GOPHER STATE ONE CALL SYSTEM.....1-800-252-166
- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."
- ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MMUTCD, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS" - CURRENT EDITION.
- THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE 2020 EDITION OF THE MATERIALS LAB SUPPLEMENTAL FOR CONSTRUCTION SHALL GOVERN EXCEPT AS MODIFIED BY THE SPECIFICATIONS FOR THIS PROJECT.



ENGINEERING DEPARTMENT
10801 Town Square Dr NE Blaine, Minnesota 55449
Phone (763) 785-6172

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

BRENT LARSON, PE

Date: 6/5/2023 Minnesota Lic. No. 45850

INDEX TO PLANS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	QUANTITIES, DETAILS AND NOTES
3-4	CRACK SEAL LOCATIONS

PROJECT LOCATION

Jun 02, 2023 - 2:03pm
H:\Team\GIS\Eng\Public Projects\2023 Crack Sealing\23-02 2023 Crack Sealing\PLANS\SH2-4_PLANS.dwg

STATEMENT OF ESTIMATED QUANTITIES				
ITEM NO.	SPEC. REF.	DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	2331.608	CLEAN AND SEAL BITUMINOUS PAVEMENT CRACKS	LB	36855
2	2331.608	ROUT AND SEAL BITUMINOUS PAVEMENT CRACKS	LB	35738
3	2563.601	TRAFFIC CONTROL	LS	1

GENERAL NOTES:

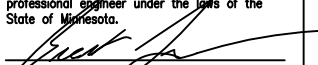
1. QUANTITIES FOR CLEAN AND SEAL ESTIMATE 4.0 LF OF CRACKS PER POUND OF MATERIAL
2. QUANTITIES FOR ROUTE AND SEAL ESTIMATE 2.75 LF OF CRACK PER POUND OF MATERIAL
3. ALL CRACKS SHALL BE CLEANED AND SEALED IN ACCORDANCE WITH MNDOT SPEC. 2331 AND THIS PROJECT’S SPECIAL PROVISIONS.
- 3.1. TRANSVERSE CRACKS LESS THAN OR EQUAL TO 0.25 INCHES WIDE AND GREATER THAN 0.75 INCHES WIDE AND ALL LONGITUDINAL CRACKS SHALL BE CLEANED AND SEALED (WITHOUT ROUTING) FOLLOWING THE SAME PROCEDURES USED FOR ROUTED CRACKS
- 3.2. TRANSVERSE CRACKS GREATER THAN 0.25 INCHES WIDE AND LESS THAN OR EQUAL TO 0.75 INCHES WIDE SHALL BE ROUTED, CLEANED AND SEALED.
4. APPLY TOILET PAPER, A LIGHT COATING OF SAND, OR OTHER APPROVED DE-TACKING AGENT TO THE SURFACE OF THE NEWLY PLACED SEALANT IF TRAFFIC RESULTS IN TRACKING OF THE CRACK SEALING MATERIAL. REPAIR ANY DAMAGE TO TREATED PAVEMENT AREAS CAUSED BY TRAFFIC.
5. THE WIDTH OF THE OVERBAND, INCLUDING THE ROUTED RESERVOIR, SHALL BE 2-1/2 INCHES WIDE (MAXIMUM 3 INCHES WHERE NEEDED) WITH A FILM THICKNESS LIMITED TO 1/8 INCH. THE CONTRACTOR MAY BE REQUIRED TO USE A SQUEEGEE TO FORCE THE SEALANT MATERIAL INTO NARROW CRACKS, IF THE SEALANT MATERIAL IS NOT FLOWING INTO THE CRACK PROPERLY.
6. IF THE EXISTING PAVEMENT MARKINGS WILL BE OBLITERATED AS A RESULT OF THE CRACK TREATMENT WORK, NOTIFY THE ENGINEER PRIOR TO SEALING THE CRACK(S). TEMPORARY PAVEMENT MARKINGS WILL BE NECESSARY BEFORE THE ROADWAY IS OPENED TO TRAFFIC

GENERAL NOTES:

1. CONTRACTOR SHALL NOTIFY THE CITY AND PROPERTY OWNER(S) 72 HOURS IN ADVANCE OF START OF CONSTRUCTION. THE CITY WILL ASSIST WITH THE PRE-CONSTRUCTION NOTIFICATION AND COORDINATION WITH PROPERTY OWNERS BY HOLDING NEIGHBORHOOD MEETING(S) IMMEDIATELY FOLLOWING THE AWARD OF THE PROJECT. CONSTRUCTION CANNOT START UNTIL THIS MEETING(S) HAS BEEN CONDUCTED.
2. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY LOCATIONS AND ELEVATIONS PRIOR TO COMMENCING ANY EXCAVATION.

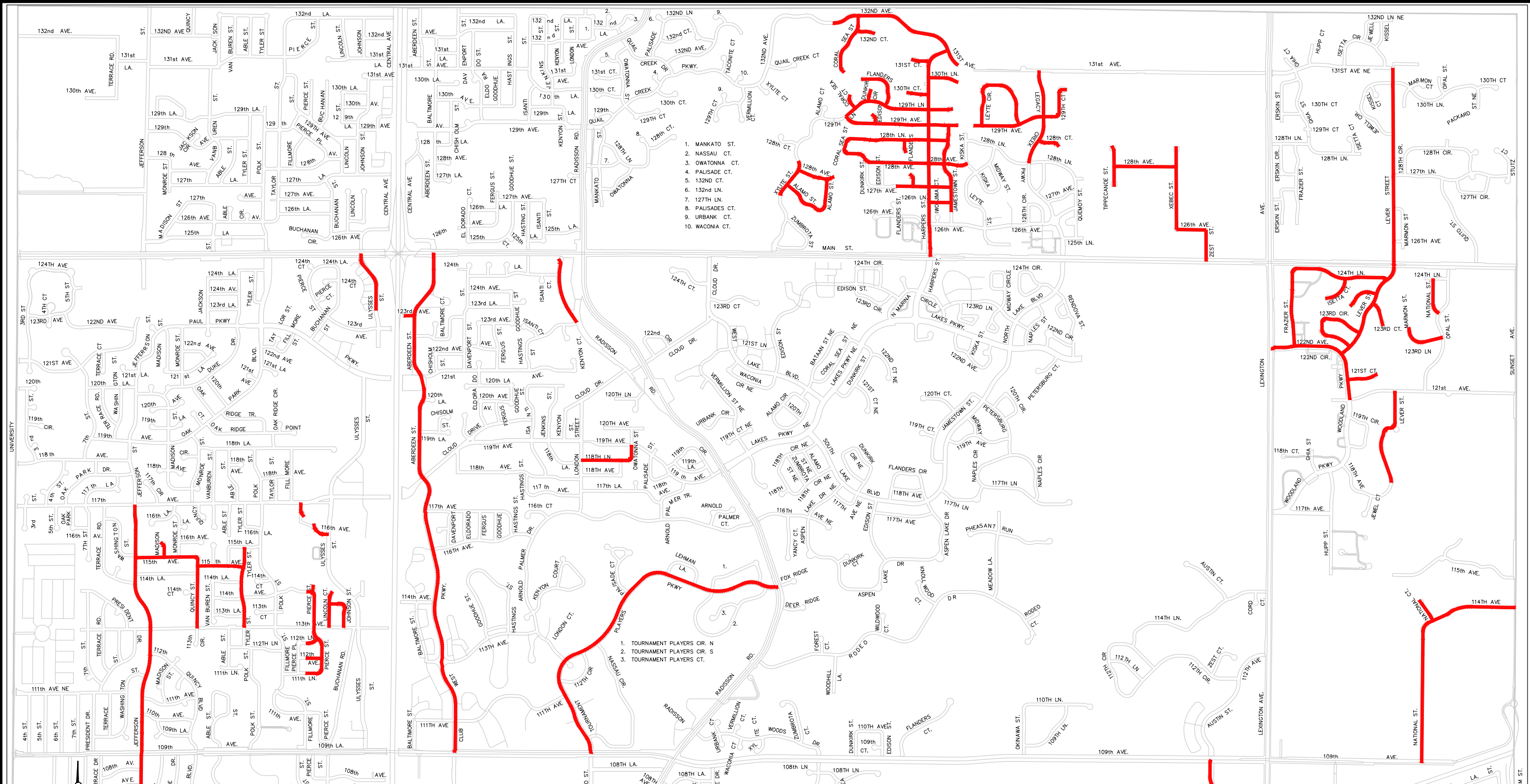


ENGINEERING DEPARTMENT
10801 Town Square Drive, Blaine, Minnesota 55449
Phone (763) 785-6172

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

Date 6/5/23 Reg. No. 45850

DATE	REVISION	PROJECT NO.	
		DESIGN BY: EAR	DRAWN BY: BML
		CHECKED BY: BML	APPROVED BY: DSS
		AS BUILT BY:	

QUANITIES, DETAILS AND NOTES
CITY PROJ. NO. 23-02
2023 BLAINE CRACK FILLING PROJECT



ENGINEERING DEPARTMENT

10801 Town Square Drive, Blaine, Minnesota 55449

Phone (763) 785-6172

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

Date 6/5/23 Reg. No. 45850

DATE _____

REVISION

PROJECT NO.

DESIGN BY: FAR

DRAWN BY: BMI

CHECKED BY: BMI

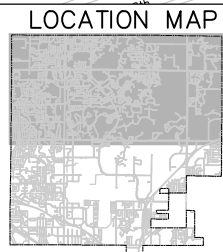
APPROVED BY: nss

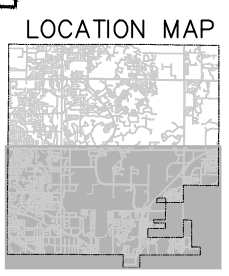
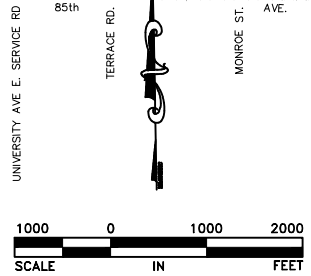
AS BUILT BY:

CRACK FILLING LOCATIONS

CITY PROJ. NO. 23-02
2023 BLAINE CRACK FILLING PROJECT

SHEET NO. 3 OF 4 SHEETS





ENGINEERING DEPARTMENT
10801 Town Square Drive, Blaine, Minnesota 55449
Phone (763) 785-6172

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.
[Signature]
Date 6/5/23 Reg. No. 45850

DATE	REVISION	PROJECT NO.
		DESIGN BY: EAR DRAWN BY: BML
		CHECKED BY: BML APPROVED BY: DSS
		AS BUILT BY:

CRACK FILLING LOCATIONS
CITY PROJ. NO. 23-02
2023 BLAINE CRACK FILLING PROJECT
SHEET NO. 4 OF 4 SHEETS



City of Blaine Staff Report

File Number: 2023-300

Agenda Date	Status
July 17, 2023	
In Control	File Type
City Council	Motion

Administration - Jerome Krieger, Sr. Recreation Manager

Agenda Item # 11.2

Accept Quote from Odessa II in the amount of \$129,370 for the Carrara East Court Project

Executive Summary

The staff is bringing forward the attached quote from Odessa II for the proposed reconstruction of the Carrara East court project.

Background

The City Council discussed the reconstruction of tennis and pickleball courts at three parks, Territorial, Centennial Green and Carrara East at the December 6, 2021 council meeting. The 2022 Parks and Trails budget was approved at the December 6, 2021 council meeting and included appropriations totaling \$410,000 for all three courts.

Bids for the three courts were received on June 29, 2022. A total of five bids were received, ranging from \$524,433 to \$695,056. At the August 1, 2022 council meeting, the council accepted the bid for \$524,433 from Sunram Construction for all three courts and then accepted a change order for \$144,250 to remove Carrara East court from the project.

At the December 5, 2022 council meeting, the Carrara East court project was appropriated for \$150,000 in the 2023-2027 Parks and Trails capital improvement program.

On June 29, 2023, nine quotes were received for the Carrara East court project ranging from \$129,370 to \$199,139. The engineers' estimate and the three lowest quotes are as follows:

Engineer's estimate -	\$146,360
Odessa II -	\$129,370
Sunram Construction -	\$130,040
Blackstone Contractors -	\$133,536

Quotes were checked and tabulated and it has been determined that Odessa II of Sauk Rapids,

Minnesota is the lowest quote. The city has previous experience working with Odessa II. Staff is requesting the Council add a 10% contingency to the project for a total project cost for the Carrara East courts of \$143,000.

Strategic Plan Relationship

This project meets a well - maintained infrastructure strategic plan priority.

Board/Commission Review

The project was approved in the 2022 Parks and Trails budget. The Park Board voted to recommend to the City Council to proceed with the Carrara East project in 2021. The recommendation came at the October 20, 2021, Park Board meeting. This project was also reviewed by the Park Board and City Council as part of the 2023-2027 Parks and Trails Capital Improvement Program.

Financial Impact

Total project costs, including construction and 10% contingency, are \$143,000 and are within the appropriated budget in the 2023-2027 CIP.

The court is recommended for reconstruction due to poor asset condition and high cost to repair relative to replacement cost. Scheduled annual maintenance will help to extend the life of the court.

Public Outreach/Input

None

Staff Recommendation

By motion, accept the quote and award the project construction contract to Odessa II for \$129,370 and authorize the City Manager and designee use of project contingency up to \$143,000.

Attachment List

1. 022537-000 Bid Tab 062923
2. 2023-2027 Parks Trails CIP
3. Blaine Carrera East Court Improvement Project-Final
4. Carrara East Court Project

Bid Tabulation
Carrara East Court Improvement Project
City of Blaine, MN
WSB Project No. 022537-000
Quotes Due By: June 29, 2023



Denotes corrected figure

Goodmanson Construction, Inc.																					
				Engineer's Estimate		Odessa II		Sunram Contruction, Inc.		Blackstone Contractors, LLC		Bituminous Roadways, Inc.		Peterson Companies, Inc.		Parkstone Contracting, LLC		Pember Companies, LLC		New Look Contracting	
Line No.	Item Description	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Base Bid																					
1	MOBILIZATION	LS	1	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$6,175.00	\$6,175.00	\$5,260.00	\$5,260.00	\$5,050.00	\$5,050.00	\$3,639.00	\$3,639.00	\$8,250.00	\$8,250.00	\$9,250.00	\$9,250.00	\$8,500.00	\$8,500.00
2	SURVEYING, STAKING AND LAYOUT	LS	1	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00	\$1,725.00	\$1,725.00	\$17,072.00	\$17,072.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00
3	ON-SITE REMOVAL	LS	1	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$12,780.00	\$12,780.00	\$10,450.00	\$10,450.00	\$5,163.00	\$5,163.00	\$18,000.00	\$18,000.00	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00
4	ON-SITE EARTHWORK	LS	1	\$8,500.00	\$8,500.00	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$4,260.00	\$4,260.00	\$18,000.00	\$18,000.00	\$21,577.00	\$21,577.00	\$16,000.00	\$16,000.00	\$39,580.00	\$39,580.00	\$12,500.00	\$12,500.00
5	5" THICK X 24" WIDE CONCRETE MAINTENANCE STRIP	LF	375	\$40.00	\$15,000.00	\$25.00	\$9,375.00	\$41.00	\$15,375.00	\$30.19	\$11,321.25	\$42.00	\$15,750.00	\$45.34	\$17,002.50	\$40.00	\$15,000.00	\$29.00	\$10,875.00	\$60.00	\$22,500.00
6	4" THICK CONCRETE WALK	SF	140	\$15.00	\$2,100.00	\$15.00	\$2,100.00	\$18.75	\$2,625.00	\$14.43	\$2,020.20	\$19.60	\$2,744.00	\$17.67	\$2,473.80	\$21.00	\$2,940.00	\$15.00	\$2,100.00	\$20.00	\$2,800.00
7	BITUMINOUS COURT PAVING	SY	800	\$40.00	\$32,000.00	\$47.00	\$37,600.00	\$42.50	\$34,000.00	\$34.26	\$27,408.00	\$24.40	\$19,520.00	\$47.55	\$38,040.00	\$55.00	\$44,000.00	\$52.00	\$41,600.00	\$50.00	\$40,000.00
8	TENNIS NET AND POST SYSTEM	EA	1	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$4,300.00	\$4,300.00	\$3,004.00	\$3,004.00	\$5,040.00	\$5,040.00	\$3,655.00	\$3,655.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
9	4' WIDE, CHAIN-LINK PERIMETER FENCE GATE	EA	1	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$3,655.00	\$3,655.00	\$1,417.50	\$1,417.50	\$2,025.00	\$2,025.00	\$1,315.00	\$1,315.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
10	10' WIDE, CHAIN-LINK PERIMETER FENCE GATE	EA	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$3,900.00	\$3,900.00	\$1,659.00	\$1,659.00	\$2,550.00	\$2,550.00	\$1,580.00	\$1,580.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
11	10' HIGH, CHAIN-LINK PERIMETER FENCE	LF	365	\$100.00	\$36,500.00	\$85.00	\$31,025.00	\$72.00	\$26,280.00	\$96.73	\$35,306.45	\$77.60	\$28,324.00	\$83.00	\$30,295.00	\$85.00	\$31,025.00	\$80.00	\$29,200.00	\$80.00	\$29,200.00
12	ACRYLIC TENNIS COURT COLOR SURFACING	SY	800	\$12.00	\$9,600.00	\$11.25	\$9,000.00	\$11.00	\$8,800.00	\$10.50	\$8,400.00	\$11.60	\$9,280.00	\$10.94	\$8,752.00	\$14.00	\$11,200.00	\$15.00	\$12,000.00	\$12.00	\$9,600.00
13	SEED MIX, FERTILIZER AND MULCH	SY	6,550	\$1.00	\$6,550.00	\$1.20	\$7,860.00	\$1.00	\$6,550.00	\$2.40	\$15,720.00	\$2.40	\$15,720.00	\$1.34	\$8,777.00	\$0.25	\$1,637.50	\$0.50	\$3,275.00	\$1.00	\$6,550.00
14	STREET SWEEPING (WITH PICKUP BROOM)	HOURS	4	\$150.00	\$600.00	\$0.00	\$0.00	\$145.00	\$580.00	\$142.00	\$568.00	\$200.00	\$800.00	\$191.40	\$765.60	\$175.00	\$700.00	\$150.00	\$600.00	\$1.00	\$4.00
15	STORM DRAIN INLET PROTECTION	EA	2	\$500.00	\$1,000.00	\$150.00	\$300.00	\$150.00	\$300.00	\$192.00	\$384.00	\$550.00	\$1,100.00	\$165.00	\$330.00	\$225.00	\$450.00	\$150.00	\$300.00	\$200.00	\$400.00
16	SEDIMENT CONTROL LOG - TYPE WOOD FIBER	LF	190	\$4.00	\$760.00	\$4.00	\$760.00	\$5.00	\$950.00	\$3.29	\$625.10	\$6.30	\$1,197.00	\$3.85	\$731.50	\$5.00	\$950.00	\$5.50	\$1,045.00	\$10.00	\$1,900.00
17	STABILIZED CONSTRUCTION ENTRANCE	LS	1	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$800.00	\$800.00	\$968.00	\$968.00	\$2,500.00	\$2,500.00	\$3,257.10	\$3,257.10	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1.00	\$1,780.00
18	SNOW FENCE	LF	50	\$5.00	\$250.00	\$5.00	\$250.00	\$5.00	\$250.00	\$6.68	\$334.00	\$11.00	\$550.00	\$4.40	\$220.00	\$5.00	\$250.00	\$6.00	\$300.00	\$10.00	\$500.00
Base Bid Total					\$146,360.00		\$129,370.00		\$130,040.00		\$133,535.50		\$142,325.00		\$164,645.50		\$169,902.50		\$185,625.00		\$195,955.00

I hereby certify that this is an exact reproduction of bids received.

Certified By: [Signature]

License No. 44337

Date: June 29, 2023

Parks & Trails Five-Year Capital Improvement Program
Projects with Executive Summary

2023-2027

Project Name and Executive Summary	Proj Budget to Date	2023 Budget	2024	2025	2026	2027	Beyond 2027	Project Total
Austin Park Playground		-	-	100,000	-	-	-	100,000
Tear out the old playground and replace it with a new one. Tear out the play curb and replace it with a concrete border. Austin Park playground is 20 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	-	100,000	-	-	-	100,000
Blaine Baseball Complex Building - Siding		35,000	-	-	-	-	-	35,000
Put new siding on the Blaine Baseball Complex. The outside of the building at the Blaine Baseball Complex is falling apart. There are holes in the side of the wood exterior where animals have chewed through the exterior. Public Works has covered the holes with plywood and have painted it to match. The building was built in the 1980's and is in need of a much needed face lift.		35,000	-	-	-	-	-	35,000
Carrara East Court	10,800	150,000	-	-	-	-	-	160,800
Tear out the old tennis court and fencing, re-grade, install new fencing and a new tennis/pickleball court. Project was originally budgeted in 2022, but funds were reallocated to the Territorial and Centennial Green court replacements after the bid came in over budget.	10,800	150,000	-	-	-	-	-	160,800
Centennial Green Tennis Court Replacement	152,600	-						152,600
Replace Centennial Green tennis court.	152,600	-						152,600
Colony Preserve Park Playground		-	50,000	-	-	-	-	50,000
Tear out the old playground and replace it with a new one. Colony Preserve Park playground is 19 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	50,000	-	-	-	-	50,000
Deacon's Park Playground (Possible Joint Project with 3M Championship)		100,000	-	-	-	-	-	100,000
Tear out the old playground and replace it with a new one. Tear out the play curb and replace it with a concrete border. East Lake Park playground is 20 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		100,000	-	-	-	-	-	100,000
Eastside Park Shelter Installation	40,000	-						40,000
Install park shelter at Eastside Park.	40,000	-						40,000
Fillmore Playground		-	-	-	-	50,000	-	50,000
Tear out the old playground and replace it with a new one. Tear out the play curb and replace it with a concrete border. Fillmore Park playground is 19 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	-	-	-	50,000	-	50,000
Happy Acres Park Shelter		-	-	-	-	50,000	-	50,000
Construct a new shelter at Happy Acres Park for the users to have a place to gather. Happy Acres is in need of a new park shelter. The current shelter was constructed in the early 1990's. This is a very popular park and the shelter is used by visitors who use the park along with our summer programs. Project was identified in the Parks Master Plan.		-	-	-	-	50,000	-	50,000

Parks & Trails Five-Year Capital Improvement Program
Projects with Executive Summary

2023-2027

Project Name and Executive Summary	Proj Budget to Date	2023 Budget	2024	2025	2026	2027	Beyond 2027	Project Total
Happy Acres Playground	100,000	-						100,000
Replace Happy Acres playground.	100,000	-						100,000
Ivy Hills Park Playground		-	-	100,000	-	-	-	100,000
Tear out the old playground and replace it with a new one. Tear out the play curb and replace it with a concrete border. Ivy Hills Park playground is 18 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	-	100,000	-	-	-	100,000
Jefferson Park Playground		-	-	-	100,000	-	-	100,000
Tear out the old playground and replace it with a new one. Tear out the play curb and replace it with a concrete border. Jefferson Park playground is 20 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	-	-	100,000	-	-	100,000
Kane Meadows Park Shelter		-	-	-	-	35,000	-	35,000
Construct a new shelter at Kane Meadows Park for the users to have a place to gather. Kane Meadows Park is in need of a new park shelter. The current shelter was constructed in the late 1990's. This is a very popular park and the shelter is used by residents who use the park.		-	-	-	-	35,000	-	35,000
Lakeside Commons Park Playground		-	-	-	-	150,000	-	150,000
Tear out the old playground and replace it with a new one. Lakeside Commons Park playground is 18 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	-	-	-	150,000	-	150,000
Lakeside Park Playground		-	75,000	-	-	-	-	75,000
Tear out the old playground and replace it with a new one. Lakeside Park playground is 20 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	75,000	-	-	-	-	75,000
Lakeside Sport Court		25,000	-	-	-	-	-	25,000
Purchase a year round sports court to go over the existing basketball court surface that is peeling and bird bathing.		25,000	-	-	-	-	-	25,000
Lexington Athletic Complex - Court Resurfacing	25,000	(3,075)						21,925
Resurface court at Lexington Athletic Complex.	25,000	(3,075)						21,925
Little League Playground		-	-	-	50,000	-	-	50,000
Tear out the old playground and replace it with a new one. Tear out the play curb and replace it with a concrete border. Little League Park playground is 19 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	-	-	50,000	-	-	50,000

Parks & Trails Five-Year Capital Improvement Program
Projects with Executive Summary

2023-2027

Project Name and Executive Summary	Proj Budget to Date	2023 Budget	2024	2025	2026	2027	Beyond 2027	Project Total
Lochness Park North Shelter Construct a new shelter at Lochness Park for the users to have a place to gather. Lochness Park is in need of a new park shelter near the south parking lot. The current shelter was constructed in the 1980's. This is a very popular park and the shelter is used by visitors and employees of Infinite Campus.		-	50,000	-	-	-	-	50,000
London Park Shelter Construct a new shelter at London Park for the kids and residents who live in that neighborhood. London Park playground is in need of a park shelter. The park always has kids and families at the park. There is no place for them to get out of the sun or to sit down and gather. This is a very popular park.		-	50,000	-	-	-	-	50,000
Oak Creek Park Playground Tear out the old playground and replace it with a new one. Tear out the play curb and replace it with a concrete border. Oak Creek Park playground is 22 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		50,000	-	-	-	-	-	50,000
Olympia Park Playground Tear out the old playground and replace it with a new one. Olympia Park playground is 19 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	-	-	75,000	-	-	75,000
Ostmans Park Playground Tear out the old playground and replace it with a new one. Ostmans Park playground is 19 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	-	-	-	75,000	-	75,000
Palmer Playground Tear out the old playground and replace it with a new one. Tear out the play curb and replace it with a concrete border. Palmer Parks playground is 21 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		55,000	-	-	-	-	-	55,000
Pioneer Park Shelter Construct a new shelter at Pioneer Park for the users to have a place to gather. Pioneer Park is in need of a new park shelter. The current shelter was constructed in the early 1990's. This is a very popular park and the shelter is used by visitors who use the park.		-	-	50,000	-	-	-	50,000
Quincy Park Shelter Construct a new shelter at Quincy Park for the users to have a place to gather. Quincy Park is in need of a new park shelter. The current shelter was constructed in the early 1990's. This is a very popular park and the shelter is used by residents who use the park..		-	-	50,000	-	-	-	50,000

Parks & Trails Five-Year Capital Improvement Program
Projects with Executive Summary

2023-2027

Project Name and Executive Summary	Proj Budget to Date	2023 Budget	2024	2025	2026	2027	Beyond 2027	Project Total
Sanctuary North Park Playground		-	-	100,000	-	-	-	100,000
Tear out the old playground and replace it with a new one. Tear out the play curb and replace it with a concrete border. Sanctuary North Park playground is 21 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	-	100,000	-	-	-	100,000
Sanctuary South Park Playground		-	-	-	75,000	-	-	75,000
Tear out the old playground and replace it with a new one. Sanctuary South Park playground is 20 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	-	-	75,000	-	-	75,000
South Lake Playground		-	-	-	50,000	-	-	50,000
Tear out the old playground and replace it with a new one. Tear out the play curb and replace it with a concrete border. South Lake Park playground is 21 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	-	-	50,000	-	-	50,000
Sunnyside Park Playground		110,000	-	-	-	-	-	110,000
Tear out the old playground and replace it with a new one. Tear out the play curb and replace it with a concrete border. Deacon's Park playground is 21 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing. Staff is trying to partner with the PGA and 3M to help fund this park.		110,000	-	-	-	-	-	110,000
Suzanne Park Playground		-	50,000	-	-	-	-	50,000
Tear out the old playground and replace it with a new one. Suzanne Park playground is 21 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	50,000	-	-	-	-	50,000
Territorial Tennis Court Replacement	246,600	-						246,600
Replace Territorial tennis court.	246,600	-						246,600
Trail Improvements - Parks and Trails	35,000	91,000	215,000	290,000	235,000	225,000	225,000	1,316,000
Repair, patch, crack fill and sealcoat older trails that need attention. Staff will be using the data from the trail pavement assessment to work on fixing trails throughout the city. There are trails that are 35 to 40 years old that haven't been touched for years. Staff is working on a program to extend the life of the trails by completing the necessary maintenance of the trails.	35,000	91,000	215,000	290,000	235,000	225,000	225,000	1,316,000
Trees Edge Park Playground		-	-	75,000	-	-	-	75,000
Tear out the old playground and replace it with a new one. Trees Edge Park playground is 23 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	-	75,000	-	-	-	75,000

Parks & Trails Five-Year Capital Improvement Program
Projects with Executive Summary

2023-2027

Project Name and Executive Summary	Proj Budget to Date	2023 Budget	2024	2025	2026	2027	Beyond 2027	Project Total
Various parks - Basketball sport courts		-	-	-	75,000	-	-	75,000
Purchase a year round sports court to go over the existing basketball court surface that is peeling and bird bathing (sinking asphalt). This is an alternative to replacing the entire court similar to what was done at Northwood basketball court.		-	-	-	75,000	-	-	75,000
Various parks - Fencing and Backstops		-	-	-	-	75,000	-	75,000
Purchase new fencing for ball field backstops and various fencing throughout the city parks. The aging parks have fencing that is in need of replacement.		-	-	-	-	75,000	-	75,000
West Lake Park Playground		-	100,000	-	-	-	-	100,000
Tear out the old playground and replace it with a new one. Tear out the play curb and replace it with a concrete border. West Lake Park playground is 19 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		-	100,000	-	-	-	-	100,000
Xylite Park Playground		112,000	-	-	-	-	-	112,000
Tear out the old playground and replace it with a new one. Tear out the play curb and replace it with a concrete border. Xylite Parks playground is 21 years old and is in need of replacement. The staff are trying to stay up to date with well-maintained playground equipment. The goal is to replace equipment every 18 to 20 years if it needs replacing.		112,000	-	-	-	-	-	112,000

Parks & Trails Five-Year Capital Improvement Program
Projects by Revenue Source

2023-2027

Revenue Sources	Revenue Budget to Date						Beyond 2027	Revenue Total
		2023 Budget	2024	2025	2026	2027		
Billboard Revenue	172,800	178,000	165,000	188,800	160,000	160,000	75,000	1,099,600
Parks & Trails Reserve	87,200	46,925	-	76,200	-	-	-	210,325
Property Taxes	350,000	500,000	425,000	500,000	500,000	500,000	150,000	2,925,000
Grand Total	610,000	724,925	590,000	765,000	660,000	660,000	225,000	4,234,925

Project Name and Revenue Sources	Revenue Budget to Date						Beyond 2027	Revenue Total
		2023 Budget	2024	2025	2026	2027		
Austin Park Playground	-	-	-	100,000	-	-	-	100,000
Property Taxes	-	-	-	100,000	-	-	-	100,000
Blaine Baseball Complex Building - Siding	-	35,000	-	-	-	-	-	35,000
Property Taxes	-	35,000	-	-	-	-	-	35,000
Carrara East Court	10,800	150,000	-	-	-	-	-	160,800
Billboard Revenue	10,800	8,000	-	-	-	-	-	18,800
Property Taxes	-	142,000	-	-	-	-	-	142,000
Centennial Green Tennis Court Replacement	152,600	-	-	-	-	-	-	152,600
Billboard Revenue	37,600	-	-	-	-	-	-	37,600
Parks & Trails Reserve	40,000	-	-	-	-	-	-	40,000
Property Taxes	75,000	-	-	-	-	-	-	75,000
Colony Preserve Park Playground	-	-	50,000	-	-	-	-	50,000
Property Taxes	-	-	50,000	-	-	-	-	50,000
Deacon's Park Playground (Possible Joint Project with 3M Championship)	-	100,000	-	-	-	-	-	100,000
Property Taxes	-	100,000	-	-	-	-	-	100,000
Eastside Park Shelter Installation	40,000	-	-	-	-	-	-	40,000
Billboard Revenue	40,000	-	-	-	-	-	-	40,000
Fillmore Playground	-	-	-	-	-	50,000	-	50,000
Property Taxes	-	-	-	-	-	50,000	-	50,000
Happy Acres Park Shelter	-	-	-	-	-	50,000	-	50,000
Billboard Revenue	-	-	-	-	-	50,000	-	50,000
Happy Acres Playground	100,000	-	-	-	-	-	-	100,000
Property Taxes	100,000	-	-	-	-	-	-	100,000
Ivy Hills Park Playground	-	-	-	100,000	-	-	-	100,000
Property Taxes	-	-	-	100,000	-	-	-	100,000
Jefferson Park Playground	-	-	-	-	100,000	-	-	100,000
Property Taxes	-	-	-	-	100,000	-	-	100,000
Kane Meadows Park Shelter	-	-	-	-	-	35,000	-	35,000
Billboard Revenue	-	-	-	-	-	35,000	-	35,000
Lakeside Commons Park Playground	-	-	-	-	-	150,000	-	150,000
Property Taxes	-	-	-	-	-	150,000	-	150,000

Parks & Trails Five-Year Capital Improvement Program
Projects by Revenue Source

2023-2027

Revenue Sources	Revenue Budget to Date						Beyond 2027	Revenue Total
		2023 Budget	2024	2025	2026	2027		
Lakeside Park Playground	-	-	75,000	-	-	-	-	75,000
Property Taxes	-	-	75,000	-	-	-	-	75,000
Lakeside Sport Court	-	25,000	-	-	-	-	-	25,000
Billboard Revenue	-	25,000	-	-	-	-	-	25,000
Lexington Athletic Complex - Court Resurfacing	25,000	(3,075)	-	-	-	-	-	21,925
Billboard Revenue	12,800	-	-	-	-	-	-	12,800
Parks & Trails Reserve	12,200	(3,075)	-	-	-	-	-	9,125
Little League Playground	-	-	-	-	50,000	-	-	50,000
Property Taxes	-	-	-	-	50,000	-	-	50,000
Lochness Park North Shelter	-	-	50,000	-	-	-	-	50,000
Billboard Revenue	-	-	50,000	-	-	-	-	50,000
London Park Shelter	-	-	50,000	-	-	-	-	50,000
Billboard Revenue	-	-	50,000	-	-	-	-	50,000
Oak Creek Park Playground	-	50,000	-	-	-	-	-	50,000
Property Taxes	-	50,000	-	-	-	-	-	50,000
Olympia Park Playground	-	-	-	-	75,000	-	-	75,000
Billboard Revenue	-	-	-	-	75,000	-	-	75,000
Ostmans Park Playground	-	-	-	-	-	75,000	-	75,000
Property Taxes	-	-	-	-	-	75,000	-	75,000
Palmer Playground	-	55,000	-	-	-	-	-	55,000
Property Taxes	-	55,000	-	-	-	-	-	55,000
Pioneer Park Shelter	-	-	-	50,000	-	-	-	50,000
Billboard Revenue	-	-	-	50,000	-	-	-	50,000
Quincy Park Shelter	-	-	-	50,000	-	-	-	50,000
Billboard Revenue	-	-	-	50,000	-	-	-	50,000
Sanctuary North Park Playground	-	-	-	100,000	-	-	-	100,000
Property Taxes	-	-	-	100,000	-	-	-	100,000
Sanctuary South Park Playground	-	-	-	-	75,000	-	-	75,000
Property Taxes	-	-	-	-	75,000	-	-	75,000
South Lake Playground	-	-	-	-	50,000	-	-	50,000
Property Taxes	-	-	-	-	50,000	-	-	50,000
Sunnyside Park Playground	-	110,000	-	-	-	-	-	110,000
Property Taxes	-	110,000	-	-	-	-	-	110,000
Suzanne Park Playground	-	-	50,000	-	-	-	-	50,000
Property Taxes	-	-	50,000	-	-	-	-	50,000
Territorial Tennis Court Replacement	246,600	-	-	-	-	-	-	246,600
Billboard Revenue	71,600	-	-	-	-	-	-	71,600
Property Taxes	175,000	-	-	-	-	-	-	175,000
Trail Improvements - Parks and Trails	35,000	91,000	215,000	290,000	235,000	225,000	225,000	1,316,000
Billboard Revenue	-	33,000	65,000	88,800	85,000	75,000	75,000	421,800
Parks & Trails Reserve	35,000	50,000	-	76,200	-	-	-	161,200
Property Taxes	-	8,000	150,000	125,000	150,000	150,000	150,000	733,000
Trees Edge Park Playground	-	-	-	75,000	-	-	-	75,000
Property Taxes	-	-	-	75,000	-	-	-	75,000
Various parks - Basketball sport courts	-	-	-	-	75,000	-	-	75,000
Property Taxes	-	-	-	-	75,000	-	-	75,000
Various parks - Fencing and Backstops	-	-	-	-	-	75,000	-	75,000
Property Taxes	-	-	-	-	-	75,000	-	75,000
West Lake Park Playground	-	-	100,000	-	-	-	-	100,000
Property Taxes	-	-	100,000	-	-	-	-	100,000

Parks & Trails Five-Year Capital Improvement Program
Projects by Revenue Source

2023-2027

Revenue Sources	Revenue Budget to Date						Beyond 2027	Revenue Total
		2023 Budget	2024	2025	2026	2027		
Xylite Park Playground	-	112,000	-	-	-	-	-	112,000
Billboard Revenue	-	112,000	-	-	-	-	-	112,000
Grand Total	610,000	724,925	590,000	765,000	660,000	660,000	225,000	4,234,925

Parks & Trails Five-Year Capital Improvement Program
Projects by Expense Category

2023-2027

Expense Category	Exp Budget to Date	Exp Budget Remaining	2023 Budget	2024	2025	2026	2027	Beyond 2027	Project Total
Construction	610,000	13,875	716,925	590,000	765,000	660,000	510,000	225,000	4,076,925
Consulting	-	-	8,000	-	-	-	150,000	-	158,000
Grand Total	610,000	13,875	724,925	590,000	765,000	660,000	660,000	225,000	4,234,925

Project Name and Expense Category	Exp Budget to Date	Exp Budget Remaining	2023 Budget	2024	2025	2026	2027	Beyond 2027	Project Total
Austin Park Playground	-	-	-	-	100,000	-	-	-	100,000
Construction	-	-	-	-	100,000	-	-	-	100,000
Blaine Baseball Complex Building - Siding	-	-	35,000	-	-	-	-	-	35,000
Construction	-	-	35,000	-	-	-	-	-	35,000
Carrara East Court	10,800	10,800	150,000	-	-	-	-	-	160,800
Construction	10,800	10,800	142,000	-	-	-	-	-	152,800
Consulting	-	-	8,000	-	-	-	-	-	8,000
Centennial Green Tennis Court Replacement	152,600	-	-	-	-	-	-	-	152,600
Construction	152,600	-	-	-	-	-	-	-	152,600
Colony Preserve Park Playground	-	-	-	50,000	-	-	-	-	50,000
Construction	-	-	-	50,000	-	-	-	-	50,000
Deacon's Park Playground (Possible Joint Project with 3M Championship)	-	-	100,000	-	-	-	-	-	100,000
Construction	-	-	100,000	-	-	-	-	-	100,000
Eastside Park Shelter Installation	40,000	-	-	-	-	-	-	-	40,000
Construction	40,000	-	-	-	-	-	-	-	40,000
Fillmore Playground	-	-	-	-	-	-	50,000	-	50,000
Construction	-	-	-	-	-	-	50,000	-	50,000
Happy Acres Park Shelter	-	-	-	-	-	-	50,000	-	50,000
Construction	-	-	-	-	-	-	50,000	-	50,000
Happy Acres Playground	100,000	-	-	-	-	-	-	-	100,000
Construction	100,000	-	-	-	-	-	-	-	100,000
Ivy Hills Park Playground	-	-	-	-	100,000	-	-	-	100,000
Construction	-	-	-	-	100,000	-	-	-	100,000
Jefferson Park Playground	-	-	-	-	-	100,000	-	-	100,000
Construction	-	-	-	-	-	100,000	-	-	100,000
Kane Meadows Park Shelter	-	-	-	-	-	-	35,000	-	35,000
Construction	-	-	-	-	-	-	35,000	-	35,000
Lakeside Commons Park Playground	-	-	-	-	-	-	150,000	-	150,000
Consulting	-	-	-	-	-	-	150,000	-	150,000
Lakeside Park Playground	-	-	-	75,000	-	-	-	-	75,000
Construction	-	-	-	75,000	-	-	-	-	75,000
Lakeside Sport Court	-	-	25,000	-	-	-	-	-	25,000
Construction	-	-	25,000	-	-	-	-	-	25,000
Lexington Athletic Complex - Court Resurfacing	25,000	3,075	(3,075)	-	-	-	-	-	21,925
Construction	25,000	3,075	(3,075)	-	-	-	-	-	21,925
Little League Playground	-	-	-	-	-	50,000	-	-	50,000
Construction	-	-	-	-	-	50,000	-	-	50,000
Lochness Park North Shelter	-	-	-	50,000	-	-	-	-	50,000
Construction	-	-	-	50,000	-	-	-	-	50,000
London Park Shelter	-	-	-	50,000	-	-	-	-	50,000
Construction	-	-	-	50,000	-	-	-	-	50,000
Oak Creek Park Playground	-	-	50,000	-	-	-	-	-	50,000
Construction	-	-	50,000	-	-	-	-	-	50,000
Olympia Park Playground	-	-	-	-	-	75,000	-	-	75,000
Construction	-	-	-	-	-	75,000	-	-	75,000

Parks & Trails Five-Year Capital Improvement Program
Projects by Expense Category

2023-2027

Expense Category	Exp Budget to Date	Exp Budget Remaining	2023 Budget	2024	2025	2026	2027	Beyond 2027	Project Total
Ostmans Park Playground	-	-	-	-	-	-	75,000	-	75,000
Construction	-	-	-	-	-	-	75,000	-	75,000
Palmer Playground	-	-	55,000	-	-	-	-	-	55,000
Construction	-	-	55,000	-	-	-	-	-	55,000
Pioneer Park Shelter	-	-	-	-	50,000	-	-	-	50,000
Construction	-	-	-	-	50,000	-	-	-	50,000
Quincy Park Shelter	-	-	-	-	50,000	-	-	-	50,000
Construction	-	-	-	-	50,000	-	-	-	50,000
Sanctuary North Park Playground	-	-	-	-	100,000	-	-	-	100,000
Construction	-	-	-	-	100,000	-	-	-	100,000
Sanctuary South Park Playground	-	-	-	-	-	75,000	-	-	75,000
Construction	-	-	-	-	-	75,000	-	-	75,000
South Lake Playground	-	-	-	-	-	50,000	-	-	50,000
Construction	-	-	-	-	-	50,000	-	-	50,000
Sunnyside Park Playground	-	-	110,000	-	-	-	-	-	110,000
Construction	-	-	110,000	-	-	-	-	-	110,000
Suzanne Park Playground	-	-	-	50,000	-	-	-	-	50,000
Construction	-	-	-	50,000	-	-	-	-	50,000
Territorial Tennis Court Replacement	246,600	-	-	-	-	-	-	-	246,600
Construction	246,600	-	-	-	-	-	-	-	246,600
Trail Improvements - Parks and Trails	35,000	-	91,000	215,000	290,000	235,000	225,000	225,000	1,316,000
Construction	35,000	-	91,000	215,000	290,000	235,000	225,000	225,000	1,316,000
Trees Edge Park Playground	-	-	-	-	75,000	-	-	-	75,000
Construction	-	-	-	-	75,000	-	-	-	75,000
Various parks - Basketball sport courts	-	-	-	-	-	75,000	-	-	75,000
Construction	-	-	-	-	-	75,000	-	-	75,000
Various parks - Fencing and Backstops	-	-	-	-	-	-	75,000	-	75,000
Construction	-	-	-	-	-	-	75,000	-	75,000
West Lake Park Playground	-	-	-	100,000	-	-	-	-	100,000
Construction	-	-	-	100,000	-	-	-	-	100,000
Xylite Park Playground	-	-	112,000	-	-	-	-	-	112,000
Construction	-	-	112,000	-	-	-	-	-	112,000
Grand Total	610,000	13,875	724,925	590,000	765,000	660,000	660,000	225,000	4,234,925

**City of Blaine
10801 Town Square Dr NE
Blaine, MN 55449**

NOTICE OF REQUEST FOR QUOTE

Carrara East Court Improvement Project
City of Blaine – Project Number 22-42

On behalf of the City of Blaine, this notice is hereby given that quotes will be considered by the City of Blaine for the Carrara East Court Improvements until **2:00 p.m. local time on June 29, 2023**. Quotes will not be publicly opened.

All quotes must be delivered to WSB & Associates, Inc. via email to rslipka@wsbeng.com by the deadline date established.

Notice of Request for Quotes

I. GENERAL

A. Request for Quote

The City of Blaine is inviting quotes for the Carrara East Court Improvements as noted on the included plan sheets.

B. Scope of Project:

Project includes but is not limited to excavation, construction of tennis court pavement, fencing, concrete maintenance strip, concrete walks, and site restoration. All work must be completed by **November 3, 2023**.

C. Instructions for Quote

All Quotes must include or conform to the following requirements:

- Written in ink or typewritten on the quote form supplied (all information must be completed and addressed).
- Quotes must be delivered to WSB & Associates, Inc. via email to rslipka@wsbeng.com

Questions about the RFQ and/or the included plan sheets should be directed to Robert Slipka, WSB & Associates, Inc., via email at rslipka@wsbeng.com or at 612-201-5949.

D. Quality Control

Testing of materials and/or densities will be facilitated and paid for by the Contractor.

E. Warranty

The contractor awarded with this project shall provide a one-year warranty on all improvements as shown on plans and noted below.

F. Quote Award

Award will be made by the City of Blaine. The City reserves the right to reject any and all quotes, waive any irregularities and award a contract that is in the best interest of the City of Blaine. Once a quote is accepted and awarded, the City of Blaine reserves the right to work with the selected contractor to further customize and revise plans to meet project budget. Coordination will be made following final acceptance in accordance to the City of Blaine's contracting requirements.

Following award of quote, Contractor to provide certificate of insurance naming the City of Blaine and WSB as additionally insured.

G. Determination and Extension of Contract Time

The Notice to Proceed is anticipated to be issued by the Owner on or around **July 17, 2023**.

The Work will be **substantially completed** on or before **November 3, 2023**. Substantial completion shall include all items as shown on plans and specifications.

The Work will be **completed** on or before **November 17, 2023**.

GENERAL

The governing specifications for this project shall be the Minnesota Department of Transportation's "Standard Specifications for Construction" (referenced "MnDOT") 2020 edition, City Engineers Association of Minnesota; Standard Utilities Specifications dated 2018, and the most current City of Blaine Standard Plates and Specifications.

MnDOT

SGC 6.04 OWNER'S LIABILITY INSURANCE

Paragraph 6.04A of the General Conditions shall be deleted in its entirety.

SGC 6.06 WAIVER OF RIGHTS

Paragraph 6.06 of the General Conditions shall be deleted in its entirety.

SGC 7.02 LABOR; WORKING HOURS

Add two new sentences immediately after the end of 7.02.B of the General Conditions to read as follows:

Regular working hours shall be restricted to the hours of 7:00 a.m. to 9:00 p.m. Monday through Friday. The contractor must receive written approval from the Owner to work Saturday, Sunday, and/or holidays. No equipment shall be started or used outside of specified working hours.

City of Blaine

SGC 7 INSPECTION AND TESTING

Paragraph 7.2 of the General Conditions shall be deleted in its entirety and replace with the following:

7.2 The Owner shall provide at his expense the necessary testing and inspection services required by the contract documents, unless otherwise provided.

SGC 10 SURVEYS, PERMITS, AND REGULATIONS

Paragraph 10.1 of the General Conditions shall be deleted in its entirety and replace with the following:

Any testing of materials and/or densities required for the project will be paid for by the Owner. The Owner will coordinate and order the tests to be performed. The Contractor will coordinate with the Owner as required.

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GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in the contract documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 Addenda - Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications or corrections.
- 1.2 Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.3 Bidder - Any person, firm or corporation submitting a bid for the work.
- 1.4 Bonds - Bid and performance bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the contract documents.
- 1.5 Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.
- 1.6 Contract Documents - The contract, including advertisement for bids, information for bidders, bid, bid bond, agreement, performance bond, notice of award, notice to proceed, change orders, field orders, drawings, specifications, and addenda.
- 1.7 Contract Price - The total monies payable to the Contractor under the terms and conditions of the contract documents.
- 1.8 Contract Time - The number of calendar days, or that time as restricted by a specified completion date, stated in the Contract Documents for the completion of the work.
- 1.9 Contractor - The person, firm or corporation with whom the Owner has executed the agreement.
- 1.10 Drawings - The part of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
- 1.11 Engineer - The person, firm or corporation named as such in the contract documents. Unless otherwise specified, the Engineer shall be the City Engineer of the City of Blaine.
- 1.12 Field Order - A written order effecting a change in the work issued by the Engineer to the Contractor during construction.
- 1.13 Final Completion Date - That date as identified in the Special Conditions when the completion of all construction work, including punch list items, must be completed in accordance with the contract documents and accepted by the Engineer.
- 1.14 Notice of Award - The written notice of the acceptance of the bid from the Owner to the successful bidder.
- 1.15 Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- 1.16 Owner - The City of Blaine, a municipal corporation of the State of Minnesota, located in Anoka County and its duly authorized employees or officers.
- 1.17 Project - The undertaking to be performed as provided in the contract documents.
- 1.18 Punch List - A list prepared by the Engineer, in writing, of minor clean up items, not directly associated with a specific bid item, that need to be addressed periodically during the project and must all be finished prior to final completion.

- 1.19 Resident Project Representative - The authorized representative of the Owner who is assigned to the project site or any part thereof.
- 1.20 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- 1.21 Standard Specifications - A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.22 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.
- 1.23 Substantial Completion - That date as identified in the Special Conditions when the completion of all construction work, except for punch list items, is completed in accordance with the contract documents. Turf establishment items must be completed and accepted before the substantial completion date.
- 1.24 Special Conditions - Modifications or supplements to the General Conditions and/or Standard Specifications.
- 1.25 Suppliers - Any person, supplier or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.26 Work - All labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in the project.
- 1.27 Written Notice - Any notice to any party of the agreement relative to any part of this agreement in writing and considered delivered and the service thereof completed, when posted by certified, regular or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Project.

2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the work required by the contract documents.
- 2.2 The additional drawings and instruction thus supplied will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. **SCHEDULES, REPORTS, AND RECORDS**

- 3.1 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed.
- 3.2 Prior to the first partial payment estimate the Contractor shall submit schedules showing the order in which he proposes to carry on the work, including dates at which he will start the various parts of the work, estimated date of completion of each part and, as applicable:
 - A. The dates at which special detail drawings will be required; and
 - B. Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

- 3.3 The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the work.

4. **DRAWINGS AND SPECIFICATIONS**

- 4.1 The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- 4.2 In case of conflict between portions of the Contract Documents, the following priority order shall govern.
- A. Special Conditions and Bid Proposal
 - B. Plans
 - C. Standard Specifications
 - D. General Conditions
 - E. Contract Agreement Forms
- 4.3 Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the contractor's risk.

5. **SHOP DRAWINGS**

- 5.1 The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing which substantially deviates from the requirement of the contract documents shall be evidenced by a change order or field order.
- 5.2 When submitting for the Engineer's review, shop drawings shall bear the contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the contract documents.
- 5.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

6. **MATERIALS, SERVICES, AND FACILITIES**

- 6.1 It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 6.5 Materials, supplies and equipment to be incorporated into the work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards.
- 7.2 The Contractor shall provide at his expense the necessary testing and inspection services required by the contract documents, unless otherwise provided.
- 7.3 If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 7.4 Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the contract documents.
- 7.5 The Engineer and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof.
- 7.6 If any work is covered contrary to the written request of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the contractor's expense.
- 7.7 If any work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order or field order shall be issued.

8. SUBSTITUTIONS

- 8.1 Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer, may approve its substitution and use by the Contractor. If a contractor wishes to make a substitution, the proper documentation must be submitted in writing to the Engineer a minimum of seven (7) calendar days prior to the opening of bids. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

9. PATENTS

- 9.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

10. SURVEYS, PERMITS, AND REGULATIONS

- 10.1 The Owner shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
- The Engineer will set construction stakes establishing lines, slopes, elevations, and continuous profile grades for grading, base and pavement construction as he deems necessary for proper control of the work, and will set all necessary stakes establishing location, line and grade controls for drainage facilities, and other accessory structures and appurtenances.
- 10.2 The Contractor shall be responsible for the preservation of all stakes and marks, and if any of the construction stakes or marks have been carelessly or willfully destroyed or disturbed by his forces, the cost of replacing them will be charged against him and will be deducted from the payment for the work.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes in the Work.
- Regardless of the nature of the work, bonds and other performance or contract securities shall be obtained and paid for as described in Article 26.

11. MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL

- 11.1 Traffic shall be maintained in accordance with MnDOT 1404 and traffic control devices shall be furnished in accordance with MnDOT 1710, except as modified or supplemented herein.
- A. If temporary raised pavement markers are used, they shall be installed in accordance with the MnDOT Traffic Engineering Manual and as directed by the Engineer.
 - B. If required in the Special Conditions, a traffic control plan must be submitted by the Contractor to the Engineer 14 days prior to the start of work.
 - C. If the Contractor requests changes in the approved traffic control plan, a new plan must be submitted 14 days prior to the scheduled affected staging. Any approved changes in the traffic control plan shall not result in an increase or decrease of payments for traffic control items.
 - D. Any roadway closure or detour shall be signed a minimum of seven (7) days prior to the actual closure or detour.
 - E. Local traffic shall be provided access to private properties at the end of each day, except during some urgent stages of construction when it is impracticable to carry on the construction and maintain access simultaneously, such as for the placing of asphalt concrete pavement, placing and curing of portland cement concrete, and utility excavations which prohibit safe travel of vehicular traffic. Emergency traffic such as police, fire and disaster units shall be provided reasonable access at all times.

The Contractor shall notify the Engineer, the City Police Department, the City Fire Department, and any other designated department or agency at least 24 hours prior to the proposed blockage or closure of any street or public right-of-way. Failure to comply with this condition shall be considered a violation of applicable City Ordinances which may result in prosecution of the Contractor by the City.

12. PROTECTION OF WORK, PROPERTY, AND PERSONS

- 12.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- 12.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

- 12.3 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby, and a change order or field order may thereupon be issued covering the changes and deviations involved.
- 12.4 The Contractor shall not enter upon private property for any purpose without having previously obtained written permission from the property owner. The Contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavements, driveways, sidewalks, etc.; all water, sewer and gas lines; all conduits; all overhead pole lines or appurtenances thereof; and all other public or private property along or adjacent to the work.

13. **NOISE ELIMINATION**

- 13.1 The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressing plants, generators or other noise emitting equipment shall be equipped with silencers and the exhausts of all gasoline motors or other power equipment shall be provided with mufflers.

14. **SUPERVISION BY CONTRACTOR**

- 14.1 The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
- 14.2 One complete set of all Contract Documents, including Plans and Specifications, shall be maintained by the Contractor at the job site and shall be available to the Engineer at all times.

Additional detail and working drawings will be furnished in amplification of the Contract Drawings as provided in the Special Conditions. All such additional drawings are to be considered of equal force with those that accompany the Specifications. The City retains ownership of all Plans, Specifications and Drawings, and they shall be returned to the City upon completion of the work.

15. **CONTRACTOR'S EMPLOYEES**

- 15.1 Incompetent or incorrigible employees shall be dismissed from the project by the Contractor or his representative when requested by the Engineer, and such persons shall not again be permitted to return to the project without the written consent of the Engineer.
- The foreman or other person directing the work shall be competent, sober, and reliable, and shall extend every facility to the Engineer to enable him to properly discharge his duties, and shall furnish such help as may be necessary to facilitate the inspection of materials.
- No person whose age or physical condition is such as to make his employment dangerous to his health or safety, or to the health or safety of others, shall be employed in the construction of the project.

16. CHANGES IN THE WORK

- 16.1 The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment may be authorized by change order or field order.

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price.

Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

The City reserves the right to increase or decrease, by 25 percent of the original Contract amount, any of the quantities shown. In the event the actual quantities differ more than 25 percent of the original Contract amount, an equitable revision of the unit price shall be made when requested by either the City or the Contractor.

This 25 percent limit does not apply to items specifically excluded or listed as optional by the City, nor to minor Contract items, (those items amounting to 5 percent or less of the total Original Contract amount).

- 16.2 The Engineer, also, may at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such field order entitles him to a change in contract price or time, in which event he shall give the Engineer written notice thereof, and the Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.
- 16.3 Verbal orders and suggestions as to the prosecution of the work may be given from time to time by the Engineer, or by other representatives of the City. However, when in the opinion of the Contractor, such verbal orders or suggestions entitle him to a change in contract price or time or both, he must request a change order from the City. No verbal order or suggestion of any representative or employee of the City, or of any other person, shall be construed as authorizing any claims on the part of the Contractor for extra compensation for labor, material, or other items pertaining to such work, or for damages or other expenses incurred because of the Contractor's compliance therewith.

17. CHANGES IN CONTRACT PRICE

- 17.1 The contract price may be changed only by a change order or field order. The value of any work covered by a change order or field order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of procedure listed below:
- A. Unit prices previously approved.
 - B. An agreed lump sum.
 - C. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed 15 percent of the actual cost of the work to cover the cost of general overhead and profit.

18. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 18.1 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. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the notice to proceed.

Work shall commence on the project within 14 days of the date the "Notice to Proceed" is issued unless otherwise agreed to by the Engineer and the Contractor.

- 18.2 The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

On calendar and working day contracts, days from the date load weight restrictions are placed on the streets, to the date the restrictions are removed, shall not count toward the number of calendar days given to complete the project; except days during which load restrictions are in effect, and work does occur on the project, shall be deducted from the days given to complete the project.

- 18.3 The Contractor and Owner recognize that time is of the essence as stated in Paragraph 18.1 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 the Agreement plus any extensions thereof allowed in accordance with the Agreement. 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 in time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) are as listed below in Paragraph 18.6.

- 18.4 If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Owner shall deduct the amount of liquidated damages as specified herein for each calendar day that the Contractor is in default. The amount to be deducted will be withheld from the Final Payment. If the amount of liquidated damages to be withheld is greater than the amount of final payment, the Contractor shall pay the Owner the difference.

- 18.5 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Owner or Engineer.

- A. To any preference, priority or allocation order duly issued by the Owner.
- B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
- C. To any delays of subcontractors occasioned by any of the causes specified in paragraphs 18.5.A and 18.5.B of this article.

- 18.6 Liquidated damages shall be determined in accordance with the following:

<i>Total Original Contract Amount Prior to Liquidated Damages</i>	<i>Liquidated Damages After Substantial Completion Date, Per Calendar Day</i>	<i>Liquidated Damages After Final Completion Date, Per Calendar Day</i>
0 - \$100,000	\$750	\$100
\$100,000 - \$500,000	\$1,000	\$250
\$500,000 - \$1,000,000	\$2,000	\$250
\$1,000,000 - \$2,000,000	\$3,000	\$250
Over \$2,000,000	\$3,000 + 1% of any amount over \$2,000,000	\$250

19. **CORRECTION OF WORK**

- 19.1 The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- 19.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the City, after twenty-four hours written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

20. **SUBSURFACE CONDITIONS**

- 20.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by written notice of:
- A. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or.
 - B. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- 20.2 The Owner shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment may be made and the contract documents may be modified by a change order or a field order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required written notice; provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.
- 20.3 The location of existing utilities indicated on the drawings is based solely on available utility company records and no responsibility is assumed by the Owner or Engineer for the accuracy of those utilities indicated on the plans. The Owner does not warrant that all utilities are shown on the plans. Utility services are not shown. The Contractor will assume all responsibility for costs that they incur in protecting existing utilities that may affect his prosecution of the work. This includes any loss of productivity associated with relocations, repairs, routine maintenance, etc. that arises from the Contractor's work. Any expense incurred by the Utility Company in the performance of their work normally

associated with the project will be the responsibility of the Utility Company or the City. Any expense incurred by the Utility Company for work performed due to the negligence of the Contractor, may be the responsibility of the Contractor, depending on the Utility Company's policies.

21. FOSSILS

- 21.1 If any fossils or treasure or other unusual or valuable geological formations are found in the progress of excavating, such fossils, treasure or samples of geological formations shall be carefully preserved by the Contractor who shall convey such items to a State or Federal Agency concerned with their preservation and study. These items shall become the property of said State or Federal Agency.

22. SUSPENSION OF WORK, TERMINATION, AND DELAY

- 22.1 The Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.
- 22.2 If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the contract documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a change order.
- 22.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.
- 22.4 After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- 22.5 If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within sixty (60) days after it is due as specified in 23.1, the

Contractor may, after ten (10) days from delivery of written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days notice to the Owner and the Engineer stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued for adjusting the Contract price or extending the Contract time or both to compensate for the costs and delays attributable to the stoppage of the work.

- 22.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the contract documents, or if no time is specified, within a reasonable time, an adjustment in the Contract price or an extension of the Contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

23. PAYMENTS TO CONTRACTOR

- 23.1 Progress payments will be issued to the Contractor on or about the 20th day of the month for all work completed to the end of the preceding month or there about, as determined by the Engineer. Progress estimates will be prepared by the Engineer as accurately as the available information will permit, but the only estimate that is binding is the final estimate.
- 23.2 If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and acceptably stored at or near the site, the request shall also be accompanied by such supporting data, satisfactory to the owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. Such materials or equipment when so paid for by the City shall become property of the City, and in the event of the default on the part of the Contractor, the City may use or cause to be used such materials in construction of the work provided for in the Contract. The amount paid by the City for materials shall reduce estimates due the Contractor as the material is used in the work.
- 23.3 The Owner shall retain 5 percent of the amount of each payment until final completion and acceptance of all work covered by the contract documents. The Contractor may, at its option, provide a retainer bond in a form that is acceptable to the City in lieu of the 5 percent retainer amount. The retainer bond shall be equal to or greater than the retainer amount.
- 23.4 On contracts over \$50,000.00 and the Contractor is from outside the State of Minnesota, the Owner shall retain 8 percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. This is in accordance to State statutes. The City will deposit this money with the State to insure compliance with income, withholding, and sales tax. In lieu of this security deposit, the Contractor may provide the State with a bond secured by insurance or cash, or provide proof to the City that the Contractor has an exemption from the State of Minnesota.
- 23.5 The City may withhold, in addition to retained percentages, from payment to the Contractor, such an amount or amounts as may be necessary to cover:
- A. Defective work not remedied.
 - B. Claims for labor or materials furnished the Contractor or Subcontractor, or reasonable evidence indicating probable filing of such claims.
 - C. Failure of the Contractor to make payments properly to Subcontractors or for material or labor. Per State Statute 471.425, the Contractor must pay any Subcontractor

within ten (10) days of the Contractor's receipt of payment from the City. The Contractor must pay interest of 1-1/2% per month or any part of a month to the Subcontractor on any undisputed amounts not paid on time to the Subcontractor.

D. Amounts necessary to insure that an overpayment on the total Contract amount will not occur.

E. Evidence of damage to another Contractor or private property.

The City may disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom, but the City assumes no obligation to make such disbursement. The City will render to the Contractor a proper accounting of all such funds disbursed.

23.6 Upon completion and acceptance of the work, the Engineer shall prepare a final estimate of payment for the Contractor to review. Upon the Contractor's review and certification of final quantities, the Owner will present the final payment request to the City Council for its approval. The final payment will be the entire balance found due the Contractor, including the retainer, but except such sums as may be lawfully retained by the Owner.

23.7 The approval of a request for a final progress payment by the Engineer and the making of a final or progress payment to the Contractor does not relieve the Contractor of responsibility for faulty material or workmanship and the City by such payment does not waive any claims of overpayment resulting from mathematical error, unauthorized work, or from any other cause. Final payment will not be made until the Contractor furnishes a certificate showing compliance with Minnesota Statutes 290.92 requiring withholding of State Income Taxes and a consent letter from its surety.

23.8 If the Owner fails to make a progress payment within 60 days after the end of a pay period or on a final payment 60 days after the Contractor has presented the signed payment certification to the owner, in addition to other remedies to the Contractor, there shall be added to each such payment a 7 percent annual percentage rate simple interest commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

24. **ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

24.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the contract documents or the performance bond.

25. **INSURANCE**

25.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

A. Claims under Workmen's Compensation, disability benefit and other similar employee benefit acts.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
 - D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
 - E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 25.2 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.
- 25.3 The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified.
- A. Contractor's general public liability and property damage insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract documents, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by anyone person in any one accident; and a limit of liability of not less than \$1,000,000 for such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 for any such damage sustained by two or more persons in any one accident.
 - B. The Contractor shall name the City of Blaine as an additional insured with respect to general liability.
 - C. The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor, and subcontractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the contract documents to fully complete the project.
- 25.4 The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 25.5 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time, and until the

work is accepted by the Owner. The policy shall name as the insured the Contractor, the Engineer, and the Owner.

26. CONTRACT SECURITY

- 26.1 The Contractor shall within ten (10) days after the receipt of the notice of award furnish the Owner with a Performance Bond and a Payment Bond, both in a penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of these bonds shall be borne by the Contractor. If any time a surety on any such bonds are declared a bankrupt or loses its right to do business in the state in which the work is performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute acceptable bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished acceptable bonds to the owner.
- 26.2 All bonds and other performances or contract securities required for construction permits or licenses by any regulatory agencies shall be obtained and paid for by the Contractor.
- 26.3 The Performance and Payment Bonds shall be on the forms provided herein.

27. ASSIGNMENTS

- 27.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

28. INDEMNIFICATION

- 28.1 The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 28.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- 28.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

29. SEPARATE CONTRACTS

- 29.1 The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.
- 29.2 The Owner may perform additional work related to the project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.
- 29.3 If the performance of additional work by other Contractors or the Owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the contract time, he may make a claim therefor as provided in Sections 17 and 18.

30. SUBCONTRACTING

- 30.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- 30.2 The Contractor shall not award work to subcontractor(s), in excess of 50 percent of the contract price, without prior written approval of the owner.
- 30.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by them.
- 30.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- 30.5 Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.
- 30.6 For projects in excess of \$50,000, the Contractor may sublet work only to subcontractors that meet the definition of "responsible contractor" in Minnesota Statutes §16C.285, subdivision 3. The Contractor is responsible for obtaining verifications of compliance with §16C.285 from subcontractors using the form provided herein.

31. ENGINEER'S AUTHORITY

- 31.1 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the contract documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the contract documents.

- 31.2 The Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 31.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 31.4 The Engineer shall promptly make decisions relative to interpretation of the contract documents.

32. **RESIDENT PROJECT REPRESENTATIVE'S AUTHORITY**

- 32.1 Resident Project Inspector may be appointed by the Engineer and/or City to see that the work is performed in accordance with the Plans and Specifications.

Resident Project Inspector shall have authority to suspend all or a portion of the work that is not being properly performed and, subject to the final decision of the Engineer, to condemn and reject defective work and materials.

Resident Project Inspector shall have no authority to permit deviation from the Contract Documents and the Contractor shall be liable for any deviations made without a written order from the Engineer. If requested by the Contractor, the suspension order will be given in writing. Resident Project Inspector shall not act as foreman or perform other duties for the Contractor.

33. **LAND AND RIGHTS-OF-WAY**

- 33.1 Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the contract documents, unless otherwise indicated in the special conditions.
- 33.2 The Owner shall provide to the Contractor information that delineates and describes the lands owned and rights-of-way acquired.
- 33.3 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

34. **RIGHT TO USE IMPROVEMENT**

- 34.1 The City shall have the right to open to traffic or public use any portion of this improvement prior to the final completion of the whole work, but the use of any part or portion of this improvement by the City, by the public, or by any person or party, shall not be construed as acceptance of any portion of the work prior to the time of final completion and acceptance of the entire improvement.

35. **GUARANTY**

- 35.1 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final completion and acceptance by the City Council. The Contractor warrants and guarantees for a period of one (1) year from the date of final completion of the system and acceptance by the City Council that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by the reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may

do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

The one-year warranty for all work on the project begins on the date of final acceptance by the Blaine City Council, not from the date of substantial completion date.

36. **ARBITRATION**

36.1 All claims, disputes and other matters in question arising out of, or relating to, the contract documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 24, may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association provided that the Owner and the Contractor mutually agree by separate instrument to arbitrate such claims, disputes and matters in question. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

36.2 Notice of the demand for arbitration shall be filed in writing with the other party to the contract documents and the American Arbitration Association, and a copy shall be filed with the Engineer. Demand for arbitration shall in no event be made after institution of legal proceedings based on any claim, dispute or other matter in question or on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations nor prior to the complete execution of a separate instrument of agreement to arbitrate.

36.3 The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

37. **TAXES**

37.1 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.

38. **AFFIRMATIVE ACTION**

38.1 The Contractor is required to submit evidence that it has an Affirmative Action Plan filed with the State of Minnesota Commissioner of Human Rights.

The Contractor will need to be certified prior to the award of contract. If the Contractor is exempt from the above provision, a written notice stating the reasons for the exemption will be required prior to the award of contract.

39. **RESPONSIBLE CONTRACTOR**

39.1 In accordance with the Laws of Minnesota, 2017, chapter 253 (Minnesota Statutes §16C.285), Bidders are hereby advised that the City cannot award a construction contract in excess of \$50,000 unless the contractor is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3.

A contractor responding to this bid document shall submit to the city a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, section §16C.285, subdivision 3. This signed statement must accompany the bid proposal.

The term 'responsible contractor' as used in this bid document means a contractor as defined in Minnesota Statutes, section §16C.285, subdivision 3.

Any prime contractor or subcontractor that does not meet the minimum criteria in Minnesota Statutes, section §16C.285, subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract awarded to a prime contractor or subcontractor that submits a false statement.

A prime contractor shall submit to the city upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, section §16C.285, subdivision 3, clause 7.

Contractor's Business Name: _____
 Address: _____
 Phone No: _____
 Fax No: _____

BID FORM

PROJECT IDENTIFICATION: CARRARA EAST COURT IMPROVEMENT PROJECT

This bid is submitted to: CITY OF BLAINE
 10801 TOWN SQUARE DRIVE NE
 BLAINE, MN 55449

1. The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an agreement with **OWNER** on the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract time indicated in this bid and in accordance with the other terms and conditions of the Contract Document.
2. **BIDDER** accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instruction to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. **BIDDER** will sign and submit the Agreement and other documents required by the Bidding Requirements within fifteen (15) days after the date of **OWNER'S NOTICE OF AWARD**.
3. In submitting this bid, **BIDDER** represents, as more fully set forth in the Agreement, that:
 - (a) **BIDDER** has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

- (b) **BIDDER** has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work.

(c) **BIDDER** has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as **BIDDER** considers necessary for the performance of furnishing the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

(d) **BIDDER** has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by **BIDDER** in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

(e) **BIDDER** has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(f) **BIDDER** has given **OWNER** written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by **ENGINEER** is acceptable to **BIDDER**.

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **BIDDER** has not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham Bid; **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and **BIDDER** has not sought by collusion to obtain for itself any advantage over any other **BIDDER** or over **OWNER**.

(h) Any other representation as required by Laws and Regulations.

4. **BIDDER WILL COMPLETE THE WORK FOR THE FOLLOWING UNIT PRICE(S):**

(Quantities are indicated for the convenience of the Bidder. Final Payment will be based on actual quantities.)

Bidder:		Telephone No.:
Address:		Fax No.:
City, State, Zip:		

BID PROPOSAL FORM

CARRARA PARK COURT IMPROVEMENTS
WSB PROJECT NO. 022537-000

Units Legend: LS = Lump Sum, SQ FT = Square Feet, SQ YD = Square Yard, LIN FT = Lineal Feet, EA = Each

No.	Item	Units	Quantity	Unit Price	Total Price
BASE BID SCHEDULE					
1	Mobilization (max. 5% of total Bid)	LS	1	\$_____	\$_____
2	Provide Surveying, Staking and Layout for project completion - complete	LS	1	\$_____	\$_____
3	On-Site Removal - including: 1) removal and disposal of tennis court net post, 2) removal and disposal of fence posts, fence fabric, footings, and gates, 3) removal of tennis court pavement	LS	1	\$_____	\$_____
4	On-Site Earthwork - complete, including: 1) stripping and stockpiling of topsoil to backfill pavement edges including seeding after paving is completed; 2) common excavation and placement of subsoil materials to subgrade elevations in all work areas; 3) subsoil compaction beneath pavements and curbing, etc.; 4) grade maintenance as necessary for duration of construction period; and, 5) includes import and export of earthen material as necessary to achieve plan grades.	LS	1	\$_____	\$_____
5	Furnish and place 5" Thick X 24" Wide Concrete Maintenance Strip with aggregate base as indicated on plans, details and specifications - complete.	LIN FT	375	\$_____	\$_____
6	Furnish and place 4" thick Concrete Walk with aggregate base as indicated on plans, details and specifications - complete.	SQ FT	140	\$_____	\$_____
7	Furnish and install Bitumious Court Paving as indicated on plans, details and specification- complete	SQ YD	800	\$_____	\$_____
8	Furnish and Install Tennis Net and Post System according to plans, details, and specification-complete	EA	1	\$_____	\$_____
8	Furnish and Install 4' Wide, Chain-Link Perimeter Fence Gate as indicated on plans-complete	EA	1	\$_____	\$_____
9	Furnish and Install 10' Wide, Chain-Link Perimeter Fence Gate as indicated on plans-complete	EA	1	\$_____	\$_____
10	Furnish and Install 10' High, Chain-Link Perimeter Fence as indicated on plans-complete	LIN FT	365	\$_____	\$_____
11	Install Acrylic Tennis Court Color Surfacing as indicated on plans-complete	SQ YD	800	\$_____	\$_____
12	Furnish and install Seed Mix, Fertilizer and Mulch as indicated on plans, details and specifications - complete	SQ YD	6,550	\$_____	\$_____
13	Provide Street Sweeping (With Pickup Broom) as needed, includes removal and restoration at project completion - complete	HOURS	4	\$_____	\$_____
14	Furnish, install, and maintain Storm Drain Inlet Protection as indicated on plans, includes removal and restoration at project completion - complete	EA	2	\$_____	\$_____
15	Furnish, install, and maintain Sediment Control Log - Type Wood Fiber as indicated on plans, includes removal and restoration at project completion - complete	LIN FT	190	\$_____	\$_____
16	Furnish, install, and maintain Stabilized Construction Entrance as indicated on plans, includes removal and restoration at project completion - complete	LS	1	\$_____	\$_____
17	Furnish, install, and maintain Snow Fence as indicated on plans, includes removal and restoration at project completion - complete	LIN FT	50	\$_____	\$_____

BASE BID TOTAL \$_____

5. **BIDDER** agrees that all work is to be completed in compliance with the contract documents.
6. The following documents are attached to and made a condition of the **BID** or should be included following award of quote.
 - (a) A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
 - (b) The contractor will complete the Work sequence in accordance with Plans.
 - (c) Affidavit of Non-Collusion.
 - (d) Responsible Contractor Certificate.
7. Communications concerning this **BID** shall be addressed to the address of **BIDDER** indicated below.
8. The terms used in this **BID**, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED ON: _____, 2023.

If **BIDDER** is:

AN INDIVIDUAL

By _____ (SEAL)
(Individual's Name)

Doing Business As _____

Address _____

Telephone No. _____

A PARTNERSHIP

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address _____

Telephone No. _____

(Continued on next page.)

A CORPORATION

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

ATTEST _____
(Secretary)

Business Address _____

Telephone No. _____

A JOINT VENTURE

By _____
(Name)

(Address)

By _____
(Name)

(Address)

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

STATE OF _____

COUNTY OF _____

AFFIDAVIT OF NON-COLLUSION:

- (1) That I am the **BIDDER** (if the bidder is an individual), a partner in the **BIDDER** (if the bidder is a partnership) of an officer or employee of the **BIDDER** corporation having authority to sign on its behalf (if the **BIDDER** is a corporation;
- (2) That the attached bid or bids have been arrived at by the **BIDDER** individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- (3) That the contents of the bid or bids have not been communicated by the **BIDDER**, or its employees or agents, to any person not any employee or agent of the **BIDDER**, or its surety, on any bond furnished with the bid or bids, and will not be communicated to any person, prior to any official opening of the bids, or bids; and;
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

BIDDER

FIRM MAKING BIDS

Subscribed and sworn to before me
this _____ day of _____, 2023.

NAME

OFFICIAL TITLE

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, _____ (typed or printed name),
_____ (title) certify that I am an owner or officer of the company and do verify under
oath that my company is in compliance with each of the minimum criteria listed in the law.

(name of the person, partnership or corporation submitting this proposal)

(business address)

Signed: _____
(bidder or authorized representative) _____
Date

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

Carrara East Court Improvements Project

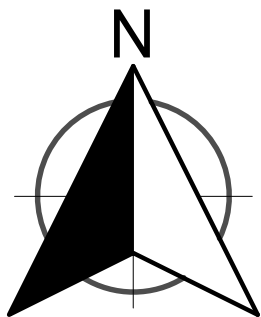
Blaine, Minnesota

City Improvement Project No..... 22-42
WSB & Associates, Inc. Project No. 022537-000
Issue Date..... June 13, 2023



1 PROJECT LOCATION MAP
L1.0

THIS PLAN SET HAS BEEN PREPARED FOR:
Blaine Parks and Recreation Department
10801 Town Square Drive NE
Blaine, MN 55449



Sheet List Table	
SHEET NUMBER	SHEET TITLE
L1.0	COVER SHEET
L2.0	REMOVALS PLAN
L3.0	LAYOUT PLAN
L4.0	GRADING PLAN
L5.0	RESTORATION PLAN
L6.0	MISCELLANEOUS DETAILS
L6.1	MISCELLANEOUS DETAILS
L6.2	MISCELLANEOUS DETAILS

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF PRIVATE UTILITIES HAS BEEN DESIGNATED UTILITY QUALITY LEVEL D. THESE QUALITY LEVELS WERE DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE DATA". THE CONTRACTOR IS TO DETERMINE THE TYPE AND LOCATION OF PRIVATE UTILITIES AS MAY BE DEEMED NECESSARY TO AVOID DAMAGE THERETO.

SCALE: DESIGN BY:
AS SHOWN KT
PLAN BY: CHECK BY:
KT RAS

REVISIONS	
NO.	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Robert A. Slupka
ROBERT A. SLUPKA
DATE: 06/13/2023 LIC. NO: 44337

COVER SHEET

CARRARA EAST COURT IMPROVEMENTS
CITY OF BLAINE

CLIENT PROJECT NO.
22-42

WSB PROJECT NO.
022537-000

SHEET
L1.0

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GENERAL NOTES:

SITE SURVEY AND BOUNDARY INFORMATION PROVIDED BY OWNER. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING AND CONSTRUCTION START. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATES. ALL LOCATES SHALL BE REVIEWED BY THE OWNER/LA-E PRIOR TO CONSTRUCTION START.

ALL PERMIT FEES WILL BE WAIVED OR PAID BY THE OWNER.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES, UTILITIES, TREES, SITE AMENITIES, ETC. THAT ARE TO REMAIN FROM DAMAGE DURING CONSTRUCTION.

CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DAMAGE TO EXISTING ITEMS TO REMAIN (AT CONTRACTOR'S EXPENSE) AND IS CONSIDERED INCIDENTAL TO THE CONTRACT.

DIMENSIONS TAKE PRECEDENCE OVER SCALE. DIMENSIONS ARE TO BACK OF CURB WHERE APPLICABLE, UNLESS STATED OTHERWISE. FIELD VERIFY (FV) ITEMS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.

** ANY DISCREPANCIES FOUND THAT AFFECT THE WORK SHALL BE REPORTED TO THE OWNER/LA-E. FOR CLARIFICATION PRIOR TO ANY ADDITIONAL WORK BEING COMPLETED.

CONSTRUCTION STAGING AND ACCESS AREAS:

THE OWNER SHALL FIELD VERIFY THE LOCATION OF CONSTRUCTION ACCESS AT THE TIME OF CONSTRUCTION.

THE CONTRACTOR SHALL VERIFY W/THE OWNER THAT THE REQUIRED PERMITS ARE ISSUED PRIOR TO USE OF ACCESS POINTS.

EROSION CONTROL REQUIREMENTS:

EROSION CONTROL SILT FENCING/SEDIMENT CONTROL LOG SHALL BE ERECTED ALONG THE INSIDE OF THE CONSTRUCTION LIMITS IN ALL AREAS OF THE SITE WHERE DRAINAGE FLOWS MAY CAUSE SEDIMENT TO BE DEPOSITED ON ADJACENT OFF-SITE PROPERTIES OR IN AREAS BEYOND THE CONSTRUCTION LIMITS - REFER TO PLAN.

THE CONTRACTOR SHALL PROTECT ALL EXISTING AND PROPOSED CATCH BASINS AND STORM SEWERS FROM SILTATION BY INSTALLING AND MAINTAINING SEDIMENT INLET PROTECTION AT STRUCTURES FOR THE DURATION OF THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL CLEAN SILT BUILD-UP FROM ALL STORM SEWERS AFFECTED BY CONSTRUCTION, AS REQUIRED, DURING CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE CLEANING OF ALL MUD, DIRT AND DEBRIS IN PUBLIC STREETS.

UTILITY LOCATIONS NOTE:

PRIOR TO BEGINNING WORK ON THIS PROJECT, THE CONTRACTOR SHALL HAVE ALL UTILITY LOCATIONS MARKED ON THE PROJECT SITE. ALL LOCATES SHALL BE INCIDENTAL TO THE PROJECT.

STATE LAW: 48 HOURS BEFORE EXCAVATING, CALL GOPHER STATE ONE-CALL AT 651-454-0002 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES. THIS IS A FREE SERVICE WHICH WILL LOCATE UTILITY-COMPANY LINES, BUT WILL NOT LOCATE CITY OR PRIVATELY OWNED LINES.

PROJECT LAYOUT NOTES:

THE LAYOUT INFORMATION PROVIDED ON PLAN SHEETS ARE FOR BIDDING PURPOSES AND VERIFICATION OF CRITICAL LAYOUT DIMENSIONS. THE OWNER/LA-E. RESERVES THE RIGHT TO REVISE THE PROJECT LAYOUT TO AVOID UNFORESEEN CONSTRAINTS, SUCH AS MATURE TREES. UNFORESEEN SOIL CONSTRAINTS, ETC. THESE ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. CHANGES IN BID QUANTITIES WILL BE BASED ON A PER UNIT BASIS FOR UNIT BID ITEMS AS INDICATED ON THE BID FORM.

THE CONTRACTOR WILL BE PROVIDED CAD DATA FOR THE PURPOSES OF LAYING OUT AND STAKING IMPROVEMENTS.

TO AVOID LAYOUT CONFLICTS OR UNCERTAINTIES, THE CONTRACTOR AND SURVEYOR SHALL MEET WITH THE LA-E/OWNER AT THE START OF THE PROJECT TO REVIEW SITE LAYOUT AND GRADING REQUIREMENTS. THE CONTRACTOR AND/OR SURVEYOR SHALL ALSO INITIATE A MEETING WITH THE LA-E/OWNER AT ANY POINT WHEN QUESTIONS ARISE.

FIELD STAKING AND GRADE STAKES SHALL BE REVIEWED AS NECESSARY WITH THE LA-E TO ENSURE THAT THE LAYOUT AND GRADING ARE PROPERLY INTERPRETED.

FIELD LOCATION NOTE:

ALL SITE IMPROVEMENTS SHALL BE FIELD STAKED ACCORDING TO PLAN AND THE CONTRACTOR SHALL MEET WITH THE OWNER / LA-E TO REVIEW STAKES AND MAKE ADJUSTMENTS AS NECESSARY PRIOR TO ANY WORK BEING DONE.

SEE ALSO PROJECT LAYOUT NOTES

CONCRETE PAVEMENT NOTES:

CONCRETE MIX DESIGN SHALL BE IN ACCORDANCE WITH MNDOT 2461. 28 DAY STRENGTH OF 4,000 PSI OR GREATER. THE USE OF ACCELERATING MIXTURES IN COLD WEATHER, THE USE OF RETARDING ADMIXTURES DURING HOT WEATHER, AND THE USE OF CALCIUM CHLORIDE ARE ONLY ALLOWED WHEN APPROVED BY LA/OWNER.

DO NOT PLACE CONCRETE WHEN BASE SURFACE TEMPERATURE IS LESS THAN 40 DEGREES F OR SURFACE IS WET OR FROZEN

PROVIDE 24-HOUR NOTICE TO LA/OWNER FOR REVIEW OF FORMS PRIOR TO PLACING CONCRETE

SPOT GRADES AND DRAINAGE NOTES:

THE CONTRACTOR AND SURVEYOR SHALL REVIEW ALL GRADING WITH THE LA-E PRIOR TO CONSTRUCTION TO ENSURE PROPER DRAINAGE AND GRADING.

THE INTENT OF ALL PROPOSED SPOT GRADES AND GRADING IN GENERAL IS TO MATCH EXISTING GRADES ADJACENT TO NEW CONSTRUCTION AND TO ENSURE PROPER DRAINAGE AND BLENDING OF NEW GRADES WITH EXISTING ONES. SPOT GRADES SHOWN ARE TO FINISHED GRADE. CONTRACTOR SHALL SUBCUT IN ACCORDANCE WITH THE PLANS, DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL FIELD VERIFY AND CONFIRM ALL GRADES WITH THE LA-E AFTER INITIAL SURVEY / STAKING WORK AND PRIOR TO START OF GRADING OPERATIONS.

FERTILIZATION REQUIREMENTS:

PRIOR TO RESTORATION AND PLANTING, APPLY SOIL AMENDMENTS ACCORDING TO THE FOLLOWING: TYPE I TURF SEED: MNDOT 25-131 OR APPROVED EQUAL MN DOT TYPE 1 FERTILIZER WITH 10-10-10 OR 20-10-20 NUTRIENT ANALYSIS. AMMONIUM SULFATE OR SULFUR COATED UREA SHALL BE USED TO SUPPLY THE NITROGEN FERTILIZER AND SHALL BE MINIMUM 40LBS AND MAXIMUM 45 LBS. NITROGEN/ACRE

APPLY FERTILIZERS UNIFORMLY IN TWO DIRECTIONS WITH A MECHANICAL SPREADER. SWEEP UP ANY FERTILIZER ACCIDENTALLY APPLIED ON WALKS/PAVEMENTS/ETC. TO PREVENT MOVEMENT TO STORM SWERS, LAKES AND STREAMS, WATER THE SITE THOROUGHLY AFTER FERTILIZING TO DISSOLVE THE NUTRIENTS.

ALL FERTILIZATION SHALL BE CONSIDERED INCIDENTAL TO THE RESTORATION OPERATIONS.

SEEDING NOTES:

PLANTING BEDS SHALL BE PREPARED IN THE FOLLOWING MANNER:

ALL EXPOSED AREAS OF THE SITE WILL RECIVE SEED WITHIN (2) WEEKS AFTER FINAL GRADE ON SLOPES FLATTER THAN 3:1 AND ONE (1) WEEK ON SLOPES STEEPER THAN 3:1 RESTORATION MAY INCLUDE AREAS OUTSIDE OF THE CONSTRUCTION LIMITS AS DETERMINED BY THE ENGINEER.

ACRYLIC COLOR COURT SURFACING AND STRIPING:

OWNER TO SELECT COLORS FROM MANUFACTURERS STANDARD COLOR CHART. INCLUDES BOTH COURT SURFACING AND STRIPING. THE SCHEDULE OF MATERIALS IS AS FOLLOWS:

PLEXIPAVE SYSTEM MATERIALS

ALL COMPONENTS OF PLEXIPAVE SYSTEM SHALL BE SUPPLIED BY CALIFORNIA PRODUCTS CORP., ANDOVER, MA. 01810 / PLEXIPAVE SYSTEM WWW.PLEXIPAVE.COM. COLORFLEX SYSTEM COMPONENTS SHALL NOT CONTAIN ANY LEAD, MERCURY, NOR ANY HEAVY METALS, PCB, OR FORMALDEHYDE.

ADDITIONAL APPROVED MANUFACTURER: SPORTMASTER SPORT SURFACES, PO BOX 2277, 2520 SOUTH CAMPBELL STREET, SANDUSKY, OHIO 44870 / COLORPLUS SYSTEM WEBSITE WWW.SPORTMASTER.NET.

INSTALLATION

INSTALL AS PER MANUFACTURER'S SPECIFICATIONS, INCLUDING CLEANING, DEPRESSION FILLING, FILLER COURSE, AND APPLICATION OF ACRYLIC COLOR PLAYING SURFACE.

wsb

SCALE:DESIGN BY:AS SHOWNKTPLAN BY:CHECK BY:KT RAS

REVISIONS

NO.	DATE	DESCRIPTION

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Robert A. Slupka

ROBERT A. SLUPKA

DATE:06/13/2023LIC. NO:44337

NOTES

CARRARA EAST COURT IMPROVEMENTS
CITY OF BLAINE

CLIENT PROJECT NO.22-42

WSB PROJECT NO.022537-000

SHEETL1.1

Page 117 of 130

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 AND REPORT WAS PREPARED BY ME OR UNDER MY
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 LAWS OF THE STATE OF MINNESOTA.



 ROBERT A. SLIPKA

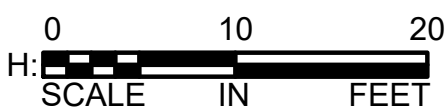
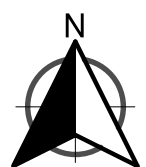
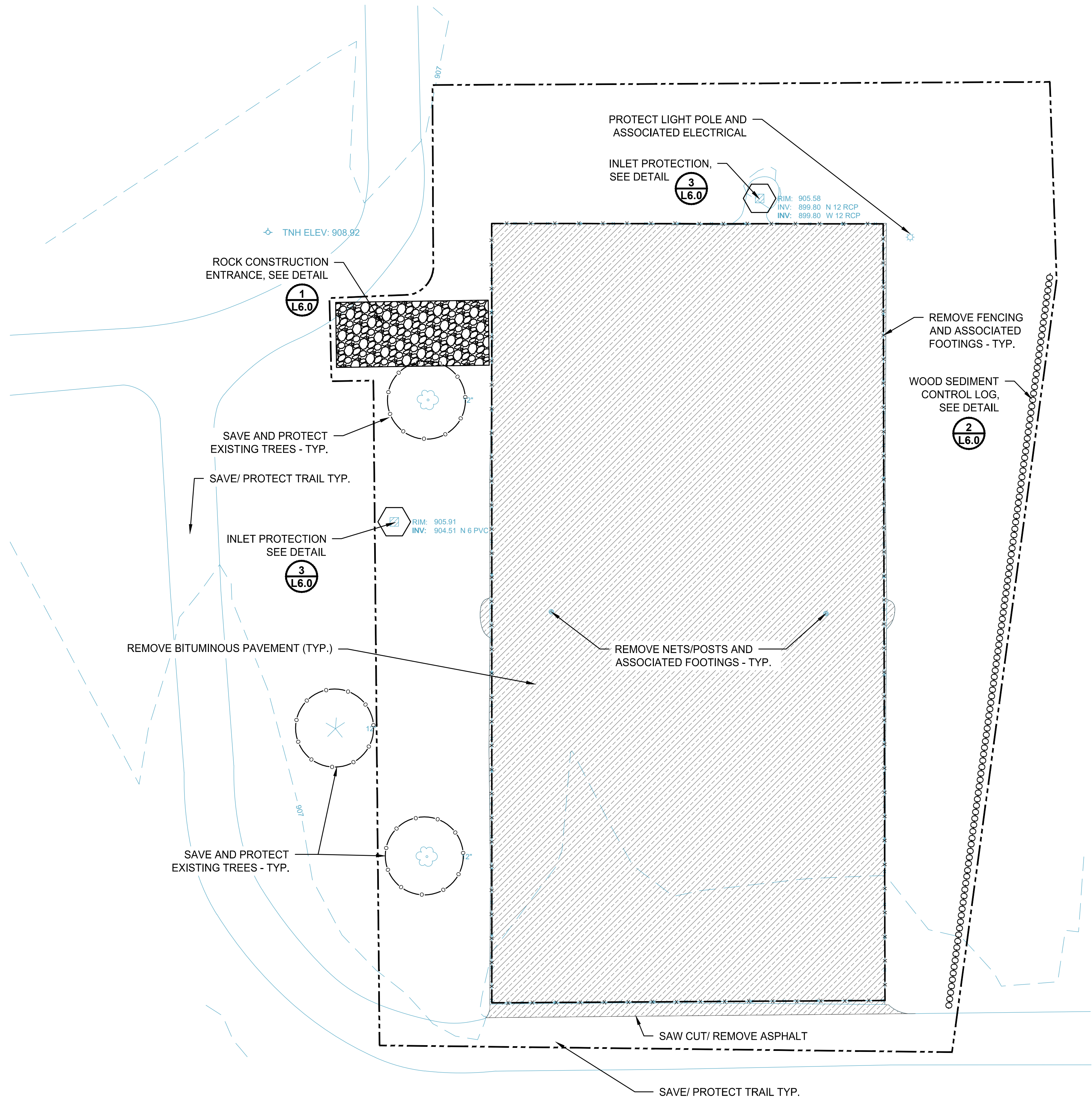
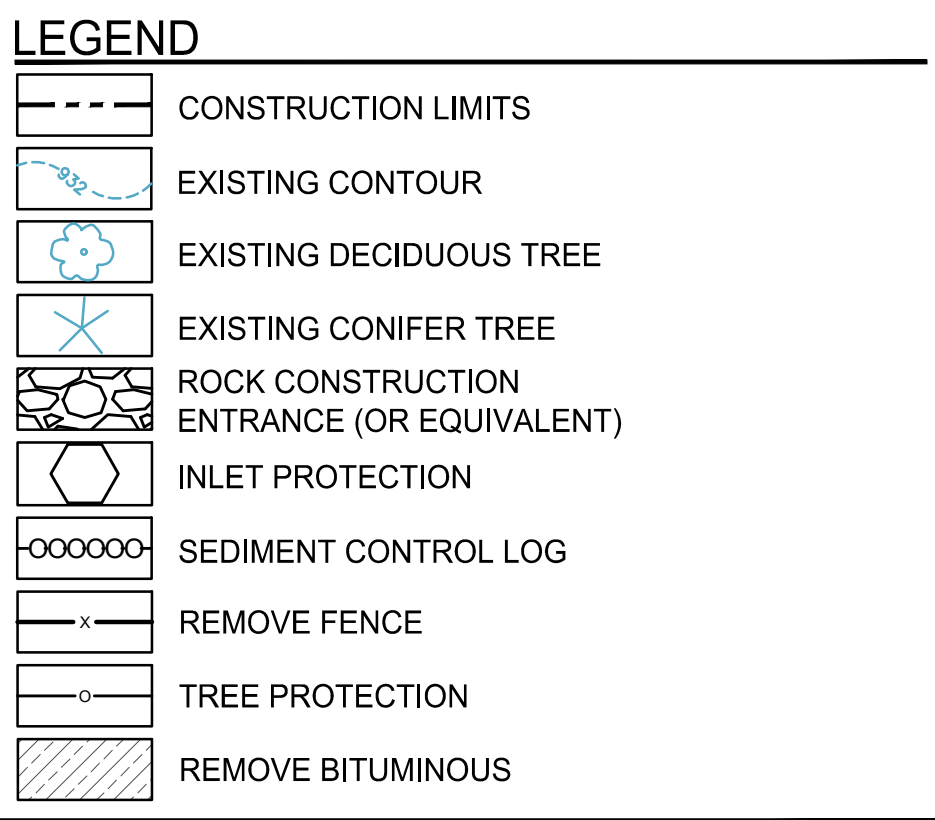
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CARRARA EAST COURT IMPROVEMENTS
CITY OF BLAINE

CLIENT PROJECT NO.
22-42

WSB PROJECT NO.
022537-000

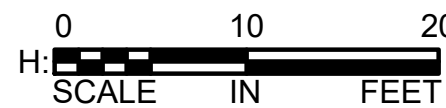
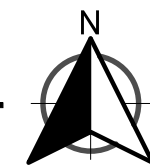
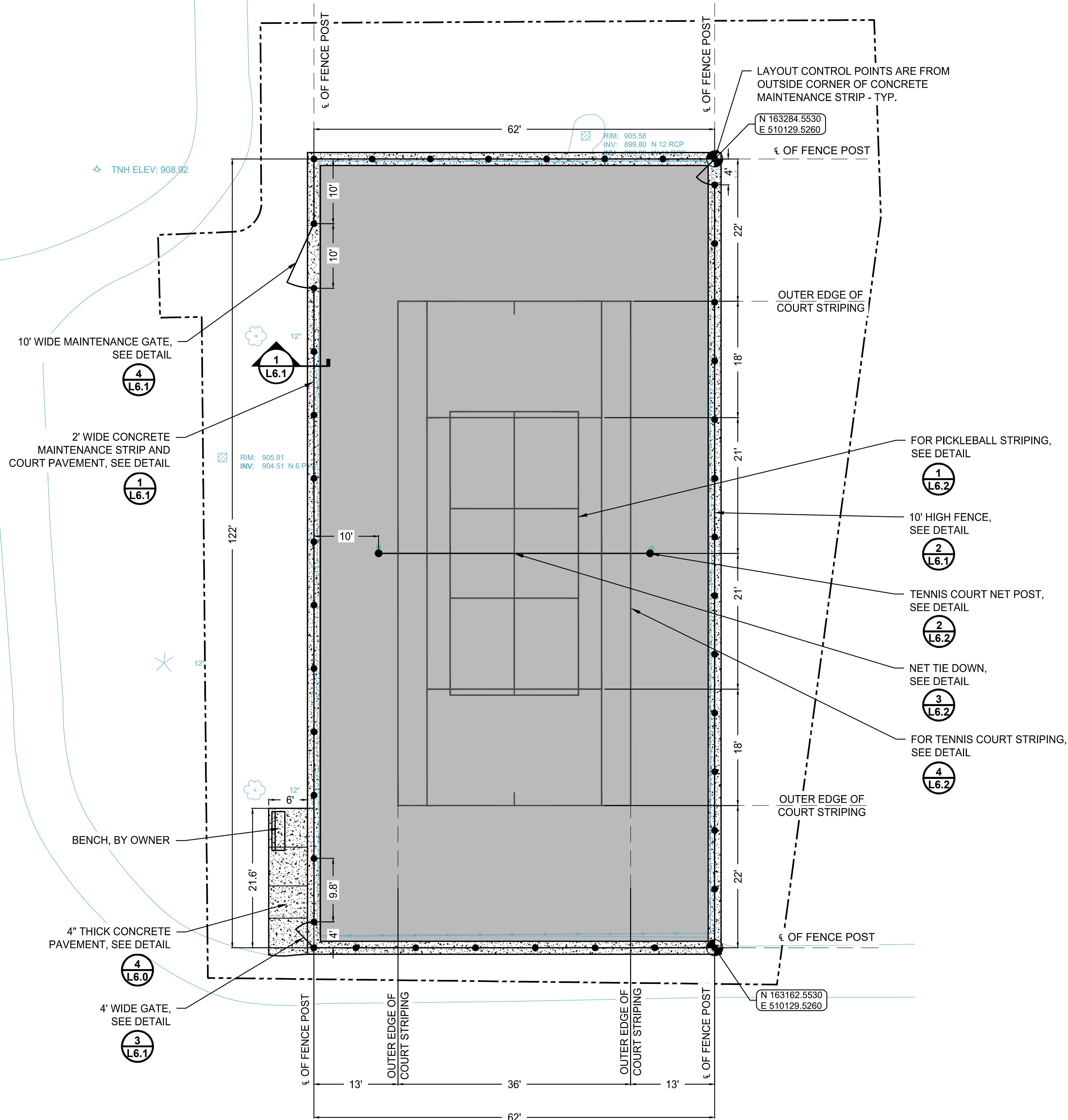
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1
L3.0

LAYOUT PLAN



LEGEND

- CONSTRUCTION LIMITS
- EXISTING DECIDUOUS TREE
- EXISTING CONIFER TREE
- LAYOUT CONTROL POINT
- 4" THICK CONCRETE WALK
- BITUMINOUS COURT PAVEMENT



SCALE: AS SHOWN
DESIGN BY: KT
PLAN BY: KT
CHECK BY: RAS

REVISIONS

NO.	DATE	DESCRIPTION

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Robert A. Slupka III
ROBERT A. SLUPKA

DATE: 06/13/2023 LIC. NO: 44337

LAYOUT PLAN

CARRARA EAST COURT IMPROVEMENTS
CITY OF BLAINE

CLIENT PROJECT NO.
22-42

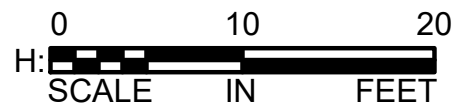
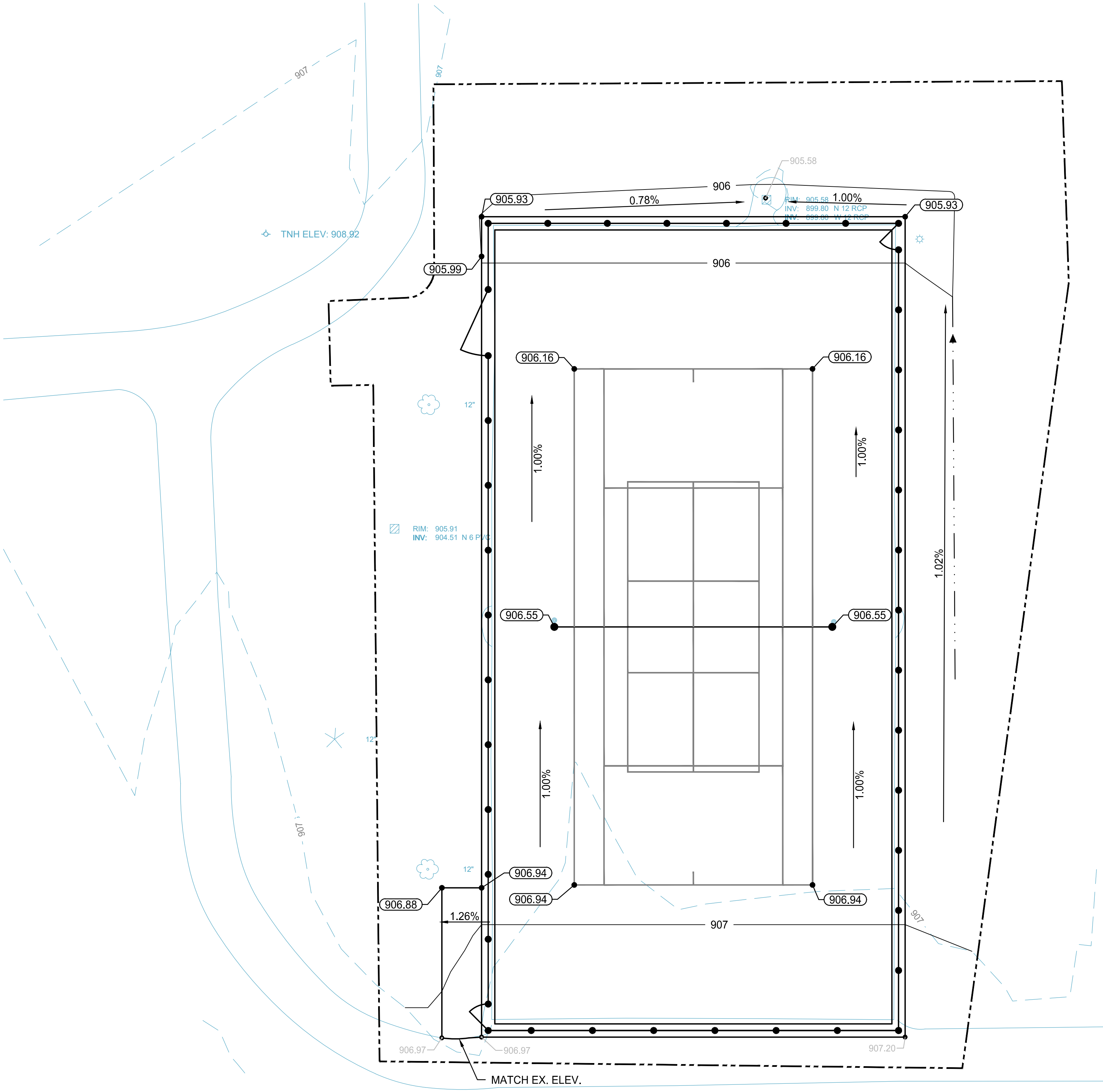
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L4.0

GRADING PLAN



LEGEND

	CONSTRUCTION LIMITS
	EXISTING CONTOUR
	EXISTING DECIDUOUS TREE
	EXISTING CONIFER TREE
	PROPOSED CONTOUR
	PROPOSED SPOT ELEVATION
	EXISTING SPOT ELEVATION (FIELD VERIFY)
	HIGH POINT
	LOW POINT



SCALE: DESIGN BY:
AS SHOWN KT
PLAN BY: CHECK BY:
KT RAS

REVISIONS

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Robert A. Slupka III

ROBERT A. SLUPKA

DATE: 06/13/2023 LIC. NO: 44337

GRADING PLAN

CARRARA EAST COURT IMPROVEMENTS
CITY OF BLAINE

CLIENT PROJECT NO.
22-42

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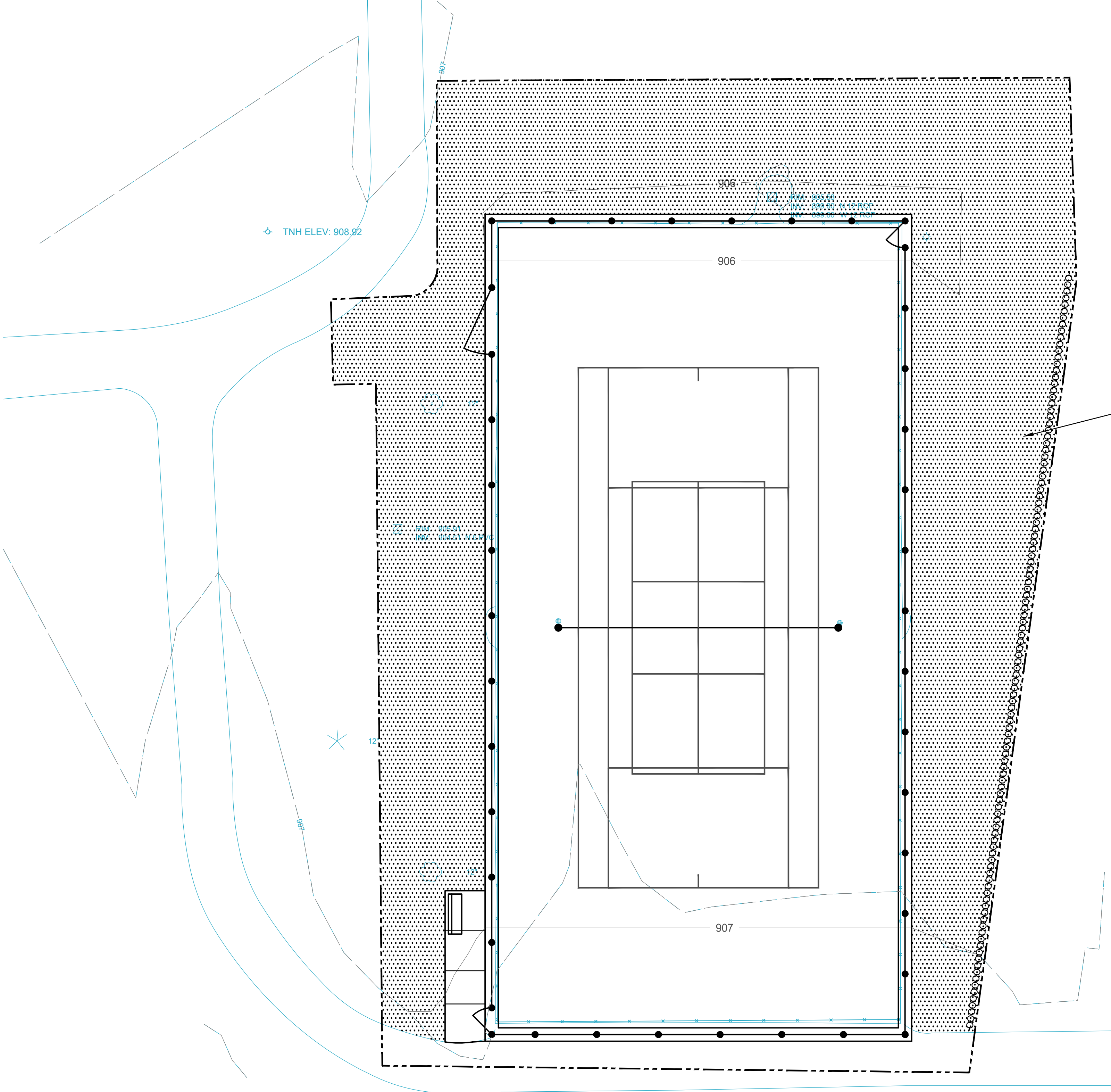
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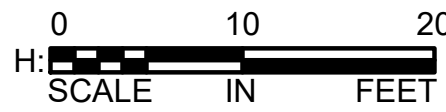
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L5.0

OVERALL RESTORATION PLAN



TYPE I SEED MIX,
SEE SPECS.



LEGEND:	
	CONSTRUCTION LIMITS
	PROPOSED CONTOUR
	TYPE I SEED MIX
	WOOD FIBER SEDIMENT CONTROL LOG

SCALE:	DESIGN BY:
AS SHOWN	KT
PLAN BY:	CHECK BY:
KT	RAS

REVISIONS

NO.	DATE	DESCRIPTION

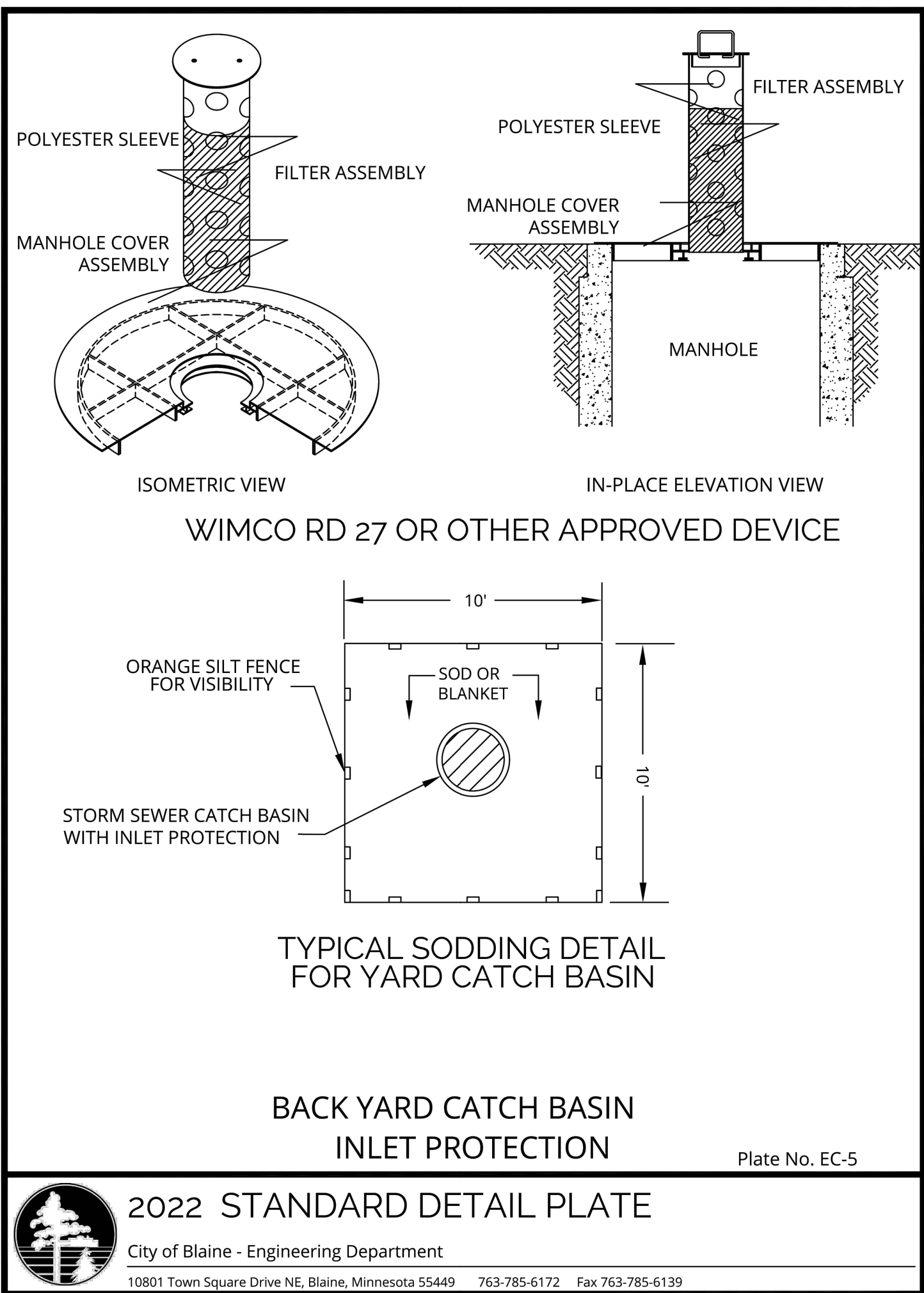
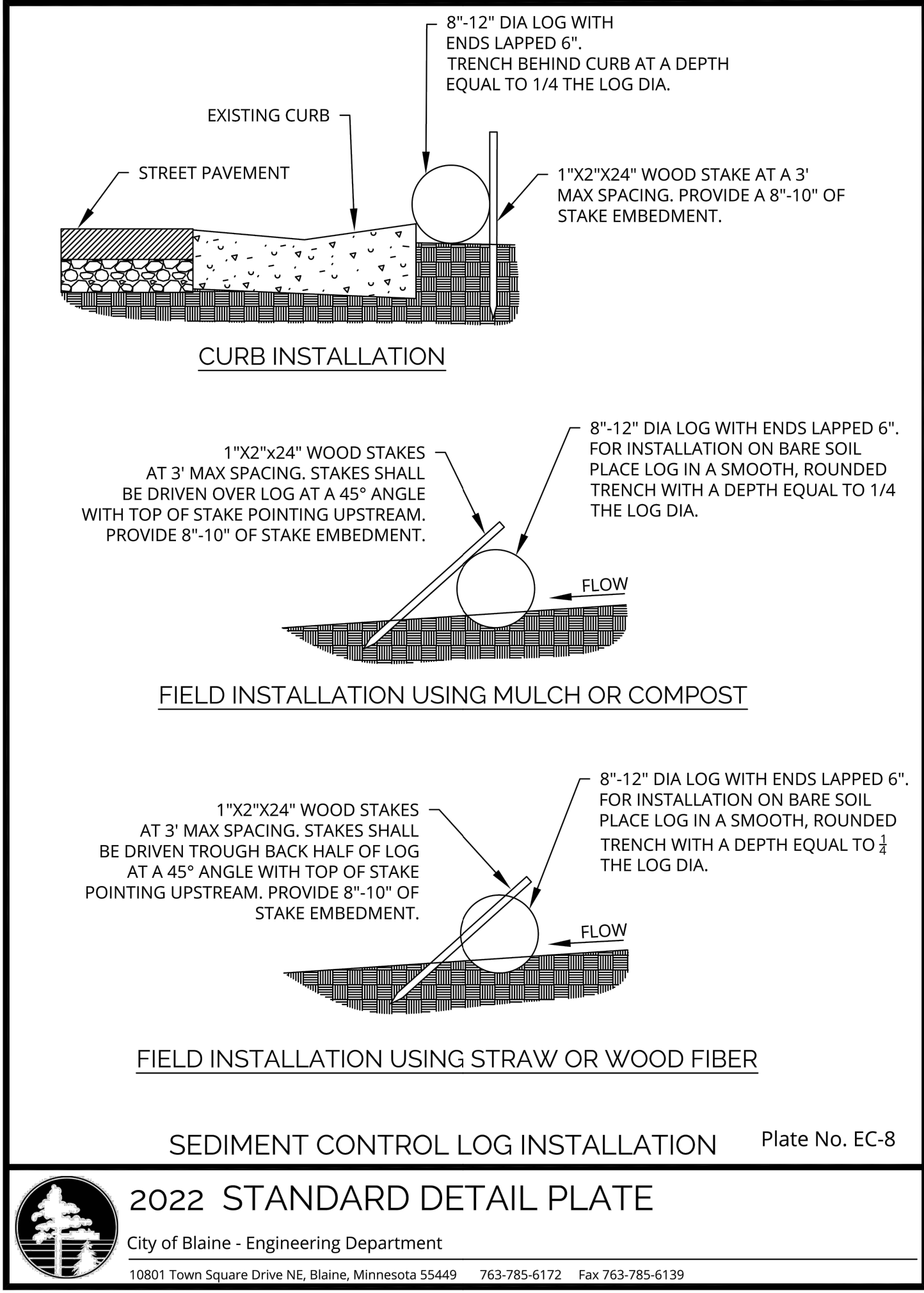
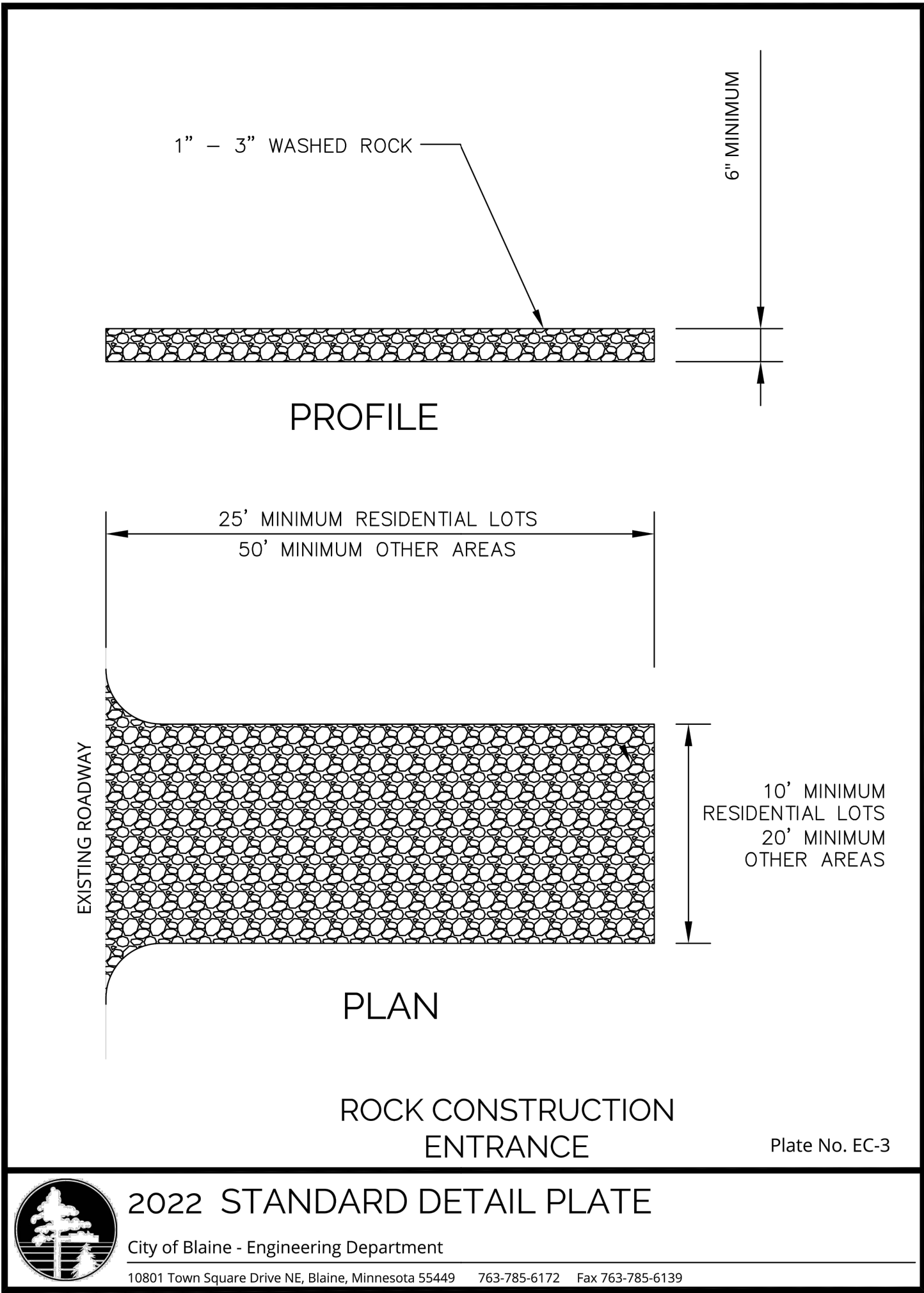
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

ROBERT A. SLUPKA
DATE: 06/13/2023 LIC. NO: 44337

RESTORATION
PLAN

CARRARA EAST COURT IMPROVEMENTS
CITY OF BLAINE

CLIENT PROJECT NO.
22-42
WSB PROJECT NO.
022537-000
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L5.0



1
L6.0

ROCK CONSTRUCTION ENTRANCE DETAIL

2
L6.0

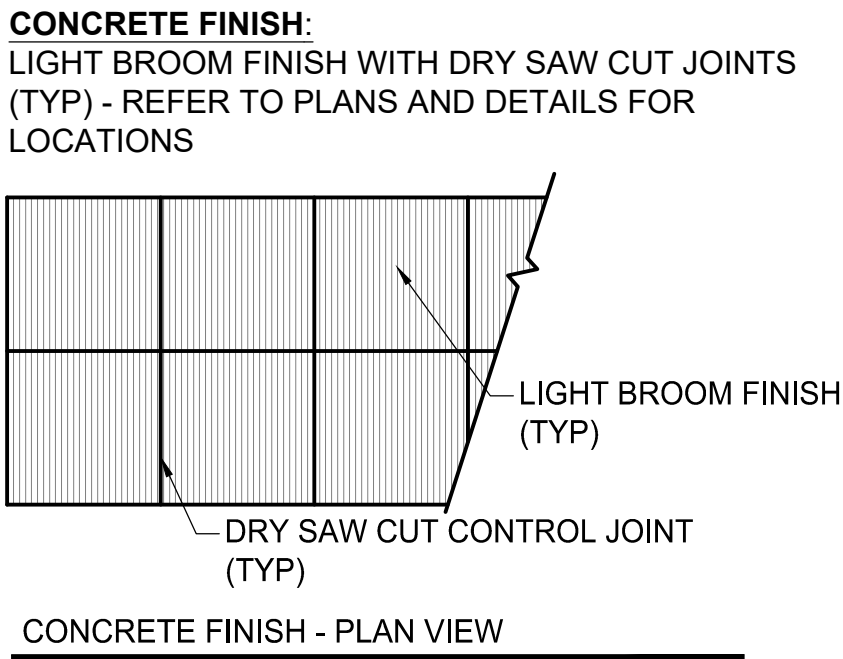
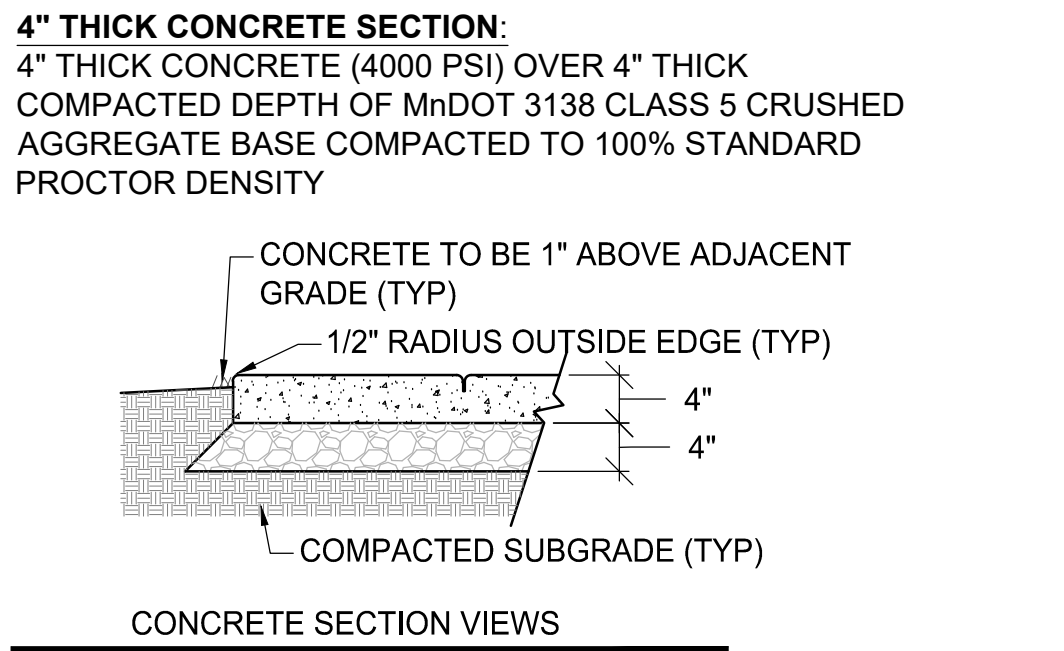
SEDIMENT CONTROL LOG DETAIL

3
L6.0

INLET PROTECTION DETAIL

CONCRETE PLACEMENT NOTE:
CONCRETE SHALL HAVE 1.0% MIN. / 1.5% MAX. CROSS-SLOPE IN DIRECTION OF POSITIVE DRAINAGE FLOW, UNLESS INDICATED OTHERWISE (TYP) - REFER ALSO TO GRADING PLANS FOR ADDITIONAL INFORMATION.

CONTROL JOINT NOTE:
REFER TO PLAN FOR LOCATIONS OF JOINTS AND VERIFY WITH LA-E AT TIME OF CONSTRUCTION. CRACK CONTROL JOINTS SHALL EXTEND TO 1/3 THE THICKNESS OF THE CONCRETE. REPLACE CONTROL JOINT WITH 1/2" EXPANSION JOINT AT MAX. 30' INTERVALS.



4
L6.0

4" THICK CONCRETE WALK WITH AGGREGATE BASE DETAIL

SCALE: AS SHOWN
DESIGN BY: KT
PLAN BY: KT
CHECK BY: RAS

REVISIONS	
NO.	DESCRIPTION

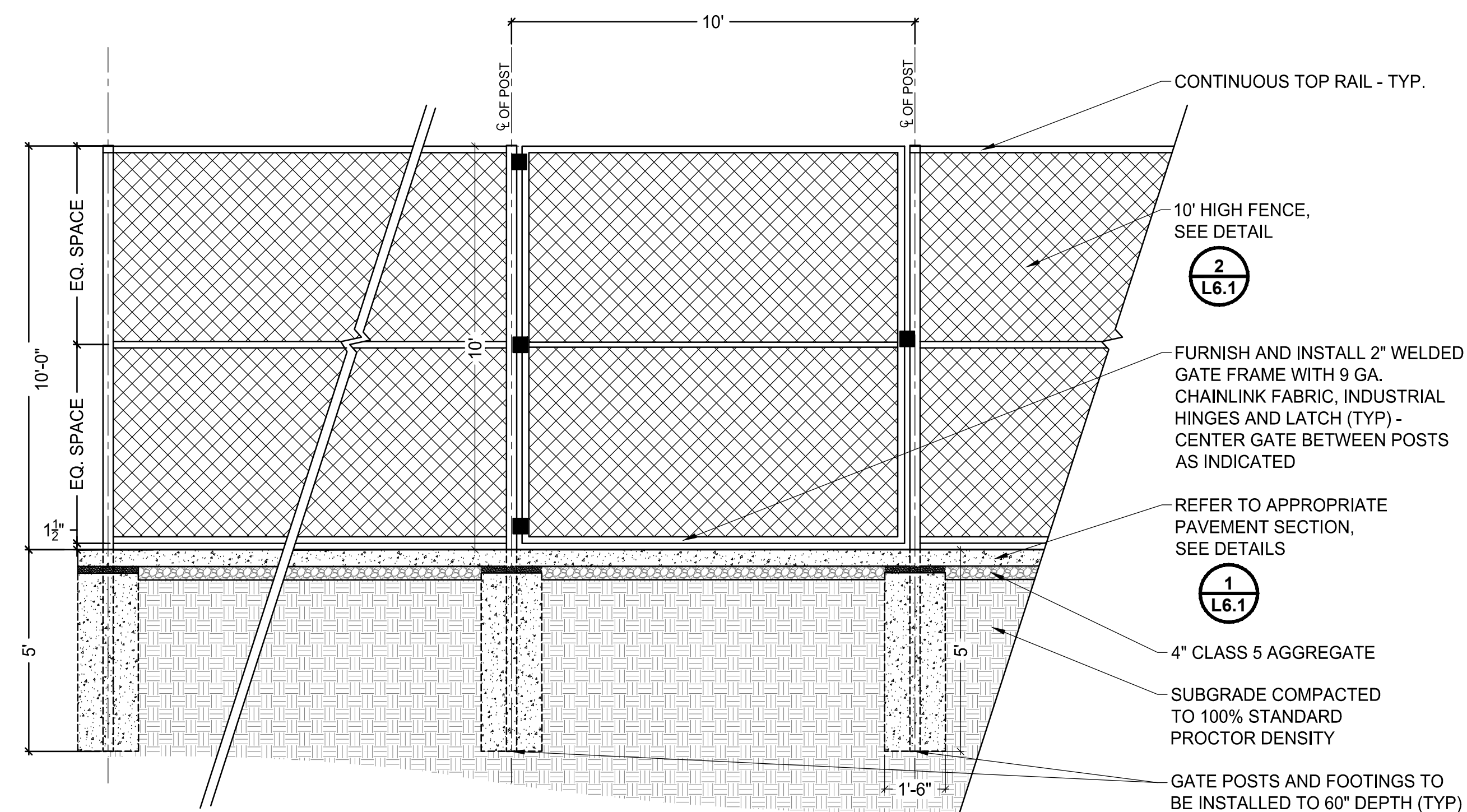
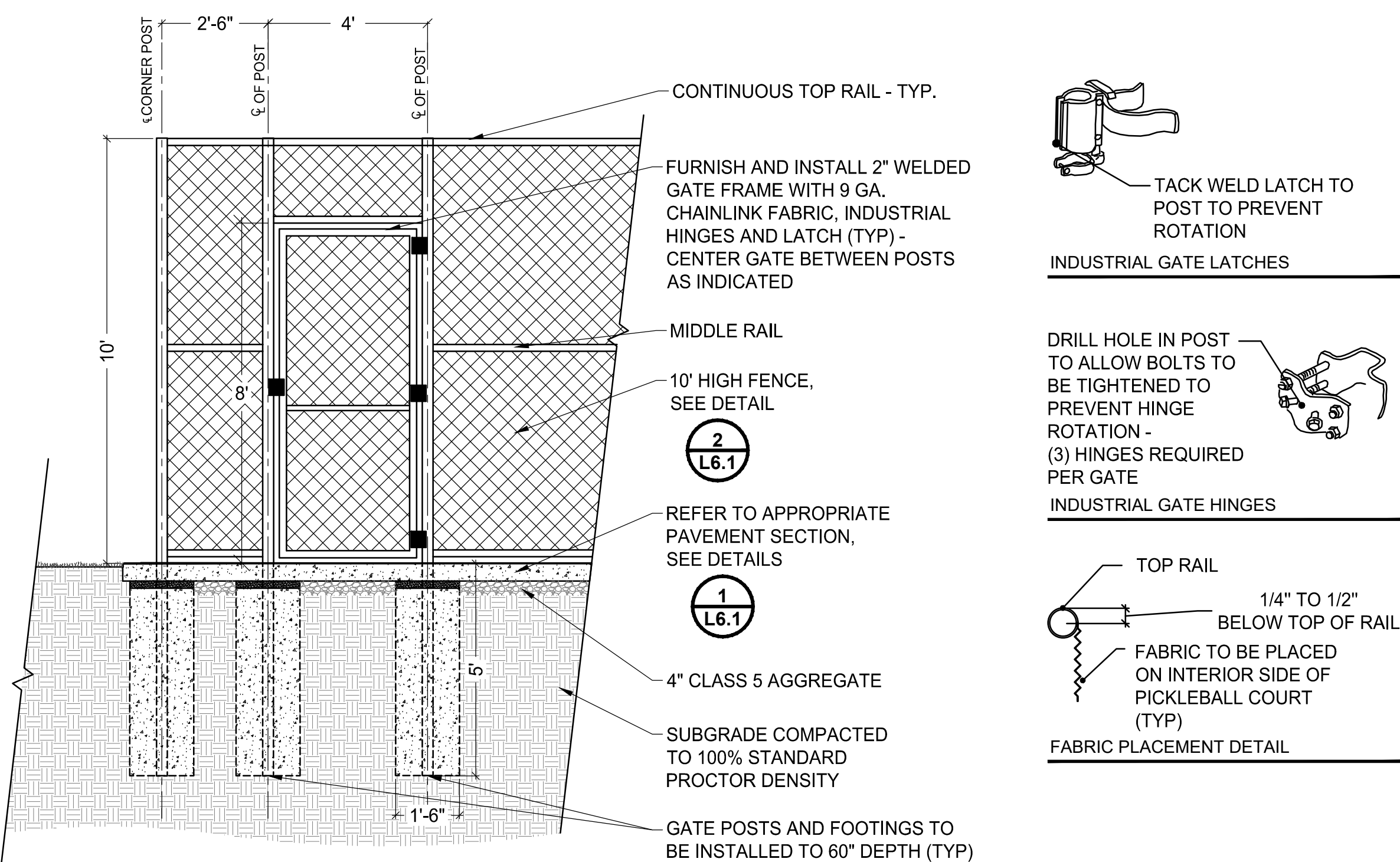
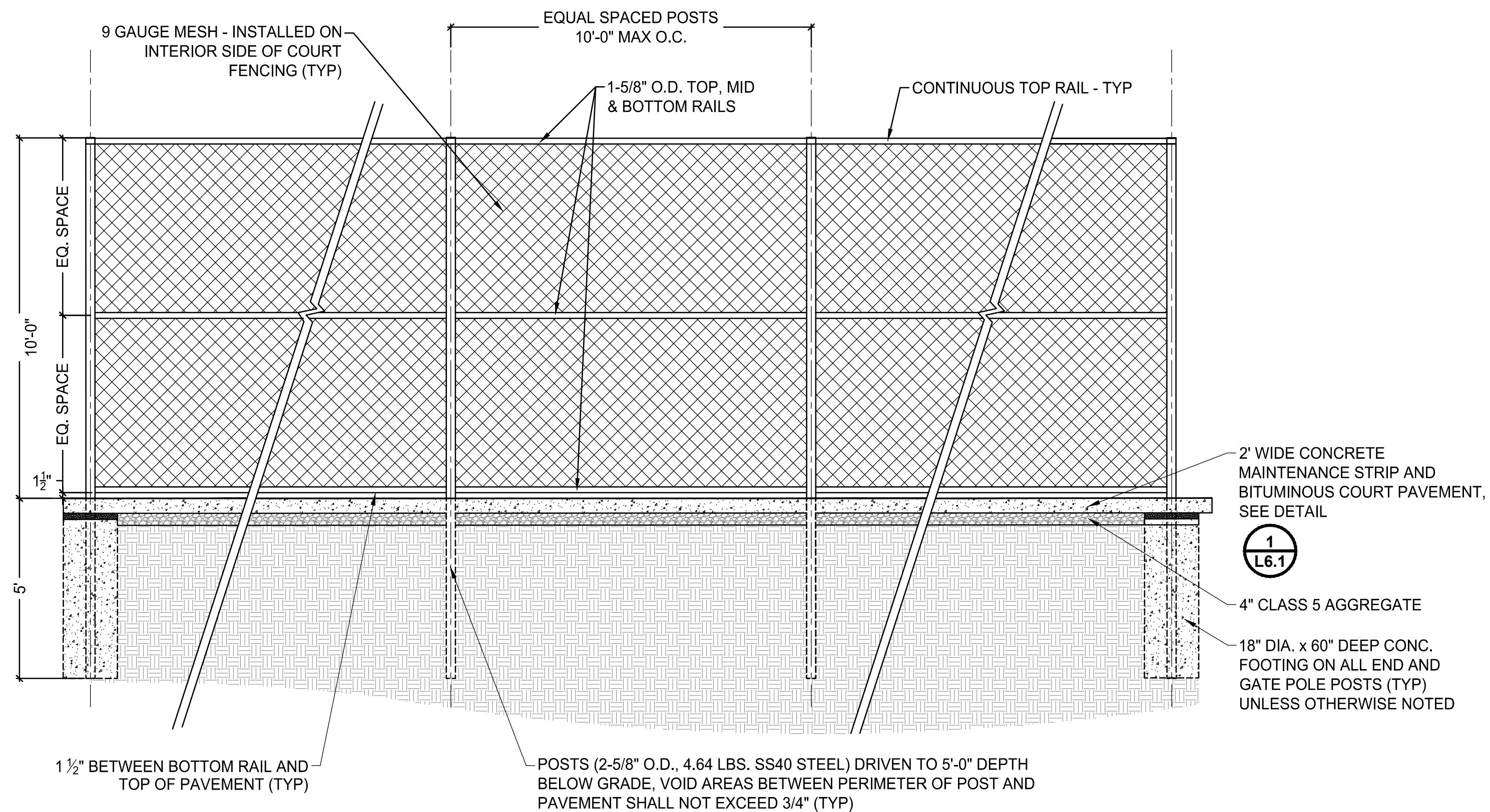
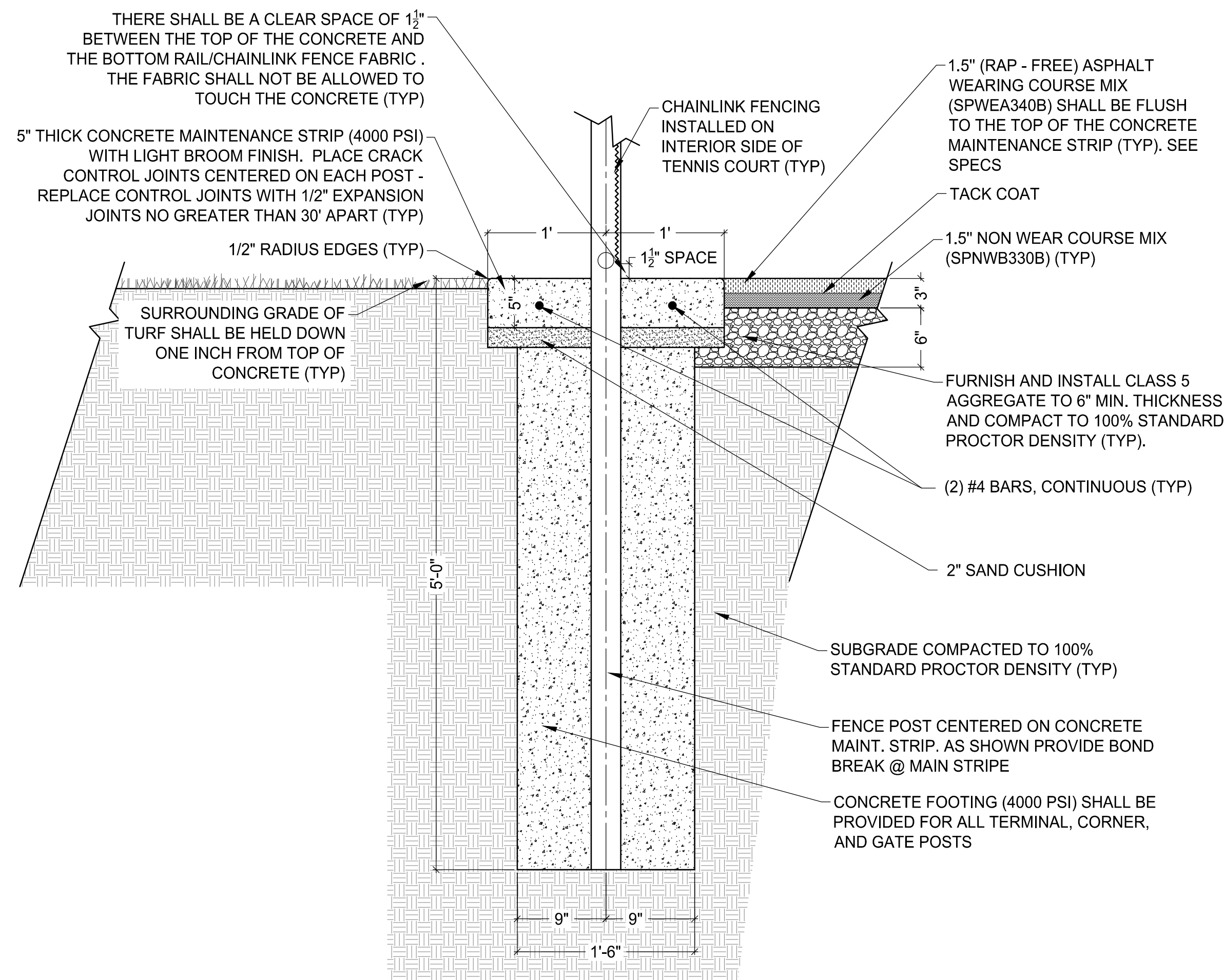
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Robert A. Slupka
ROBERT A. SLUPKA
DATE: 06/13/2023 LIC. NO.: 44337

MISCELLANEOUS
DETAILS

CARRARA EAST COURT IMPROVEMENTS
CITY OF BLAINE

CLIENT PROJECT NO.
22-42
WSB PROJECT NO.
022537-000
SHEET
L6.0



SCALE: AS SHOWN
PLAN BY: KT
DESIGN BY: KT
CHECK BY: RAS

[illegible]

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Robert A. Slipka

DATE: 06/13/2023 LIC. NO: 44337

MISCELLANEOUS DETAILS

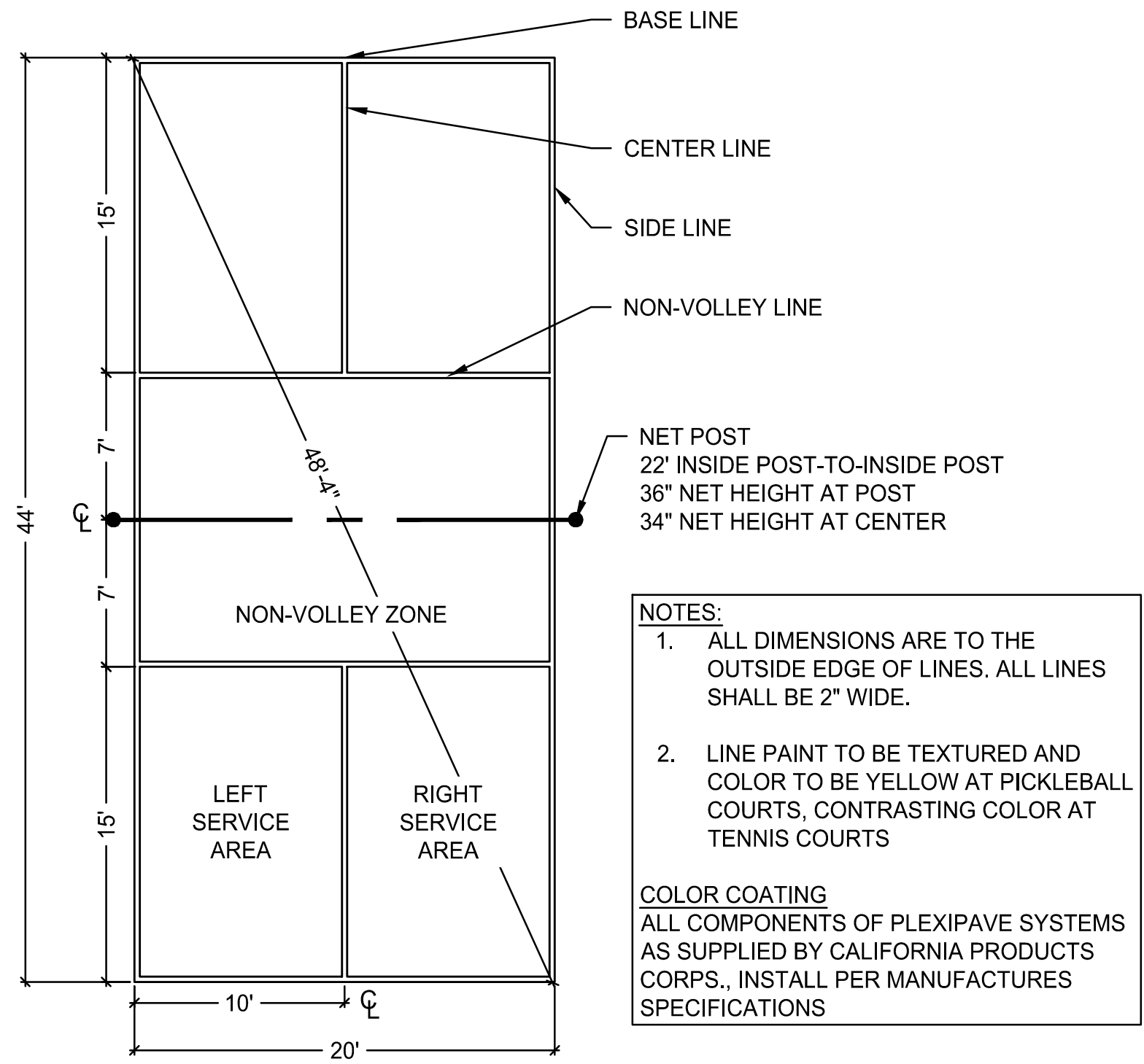
CARRARA EAST COURT IMPROVEMENTS
CITY OF BLAINE

CLIENT PROJECT NO.
22-42

WSB PROJECT NO.
022537-000

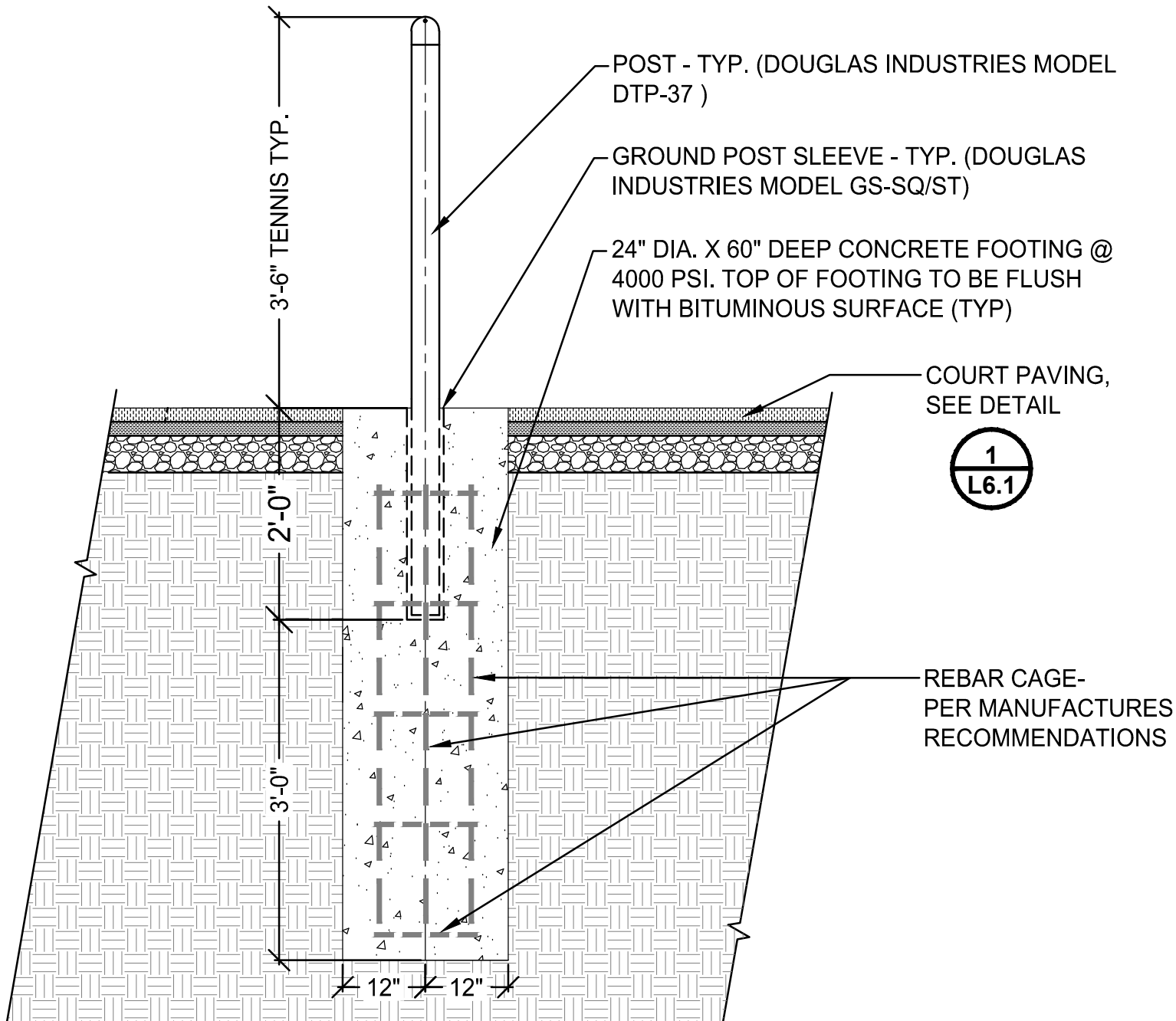
SHEET
L6.1

k:\022537-000\Cad\Plan\022537-000-LP-DETAIL.dwg 6/13/2023 10:21:29 AM



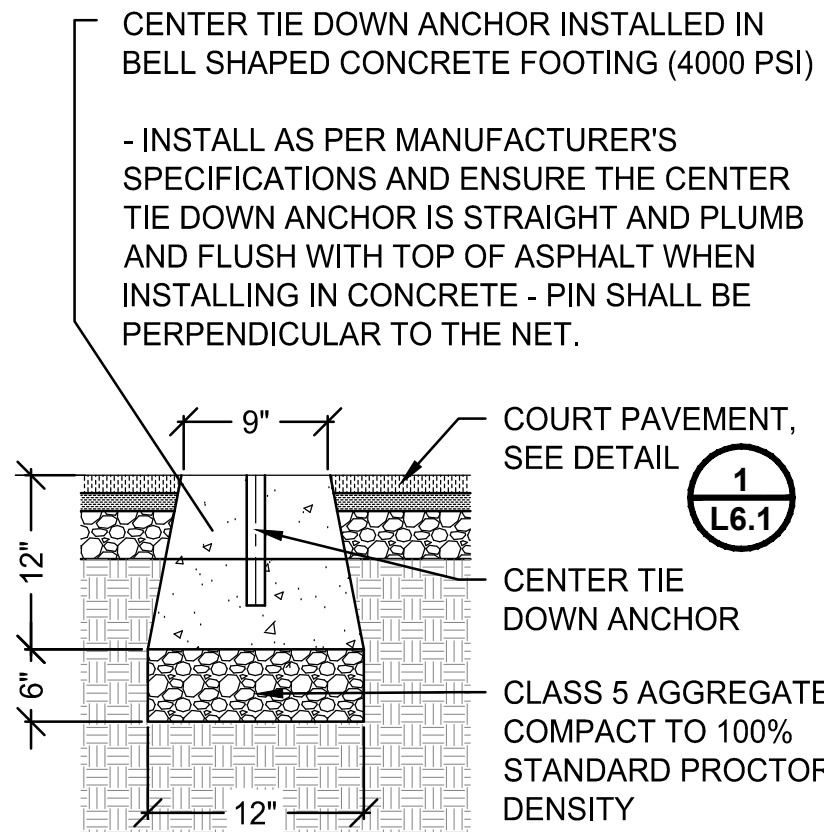
LINE TOLERANCE GUIDE:
NET LINE TO OUTSIDE OF NVZ LINE: 7'-0" +/-1/8"
NET LINE TO OUTSIDE OF BASE LINE: 22'-0" +/-1/4"
OUTSIDE SIDELINE TO OUTSIDE SIDELINE: 20'-0" +/-1/4"
OUTSIDE SIDELINE TO CENTERLINE: 10'-0" +/-1/8"
DIAGONAL DIMENSION: 48'-4" +/-3/4"

1 PICKLEBALL COURT STRIPING DETAIL
L6.2

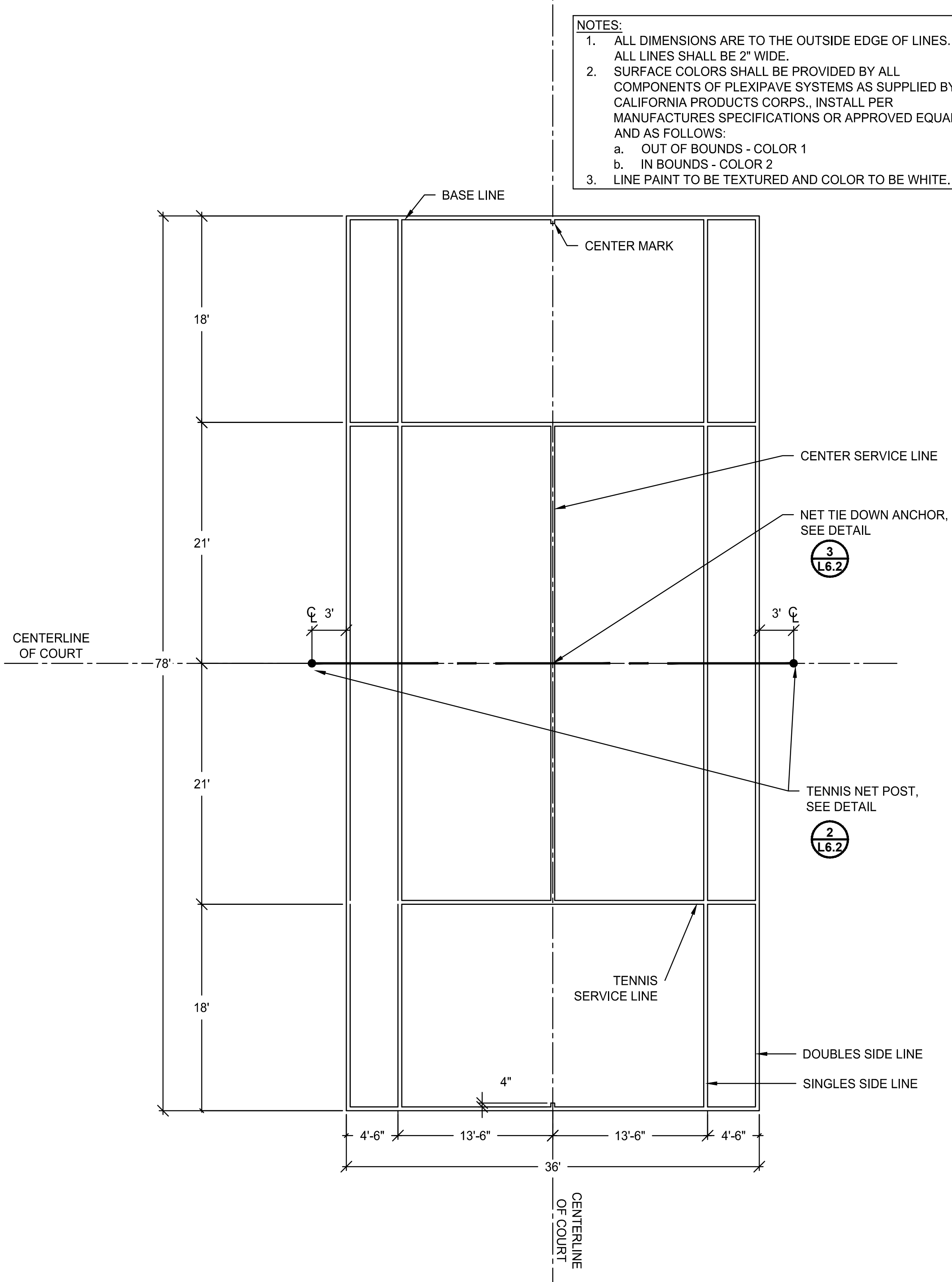


2 NET POST DETAIL
L6.2

NET SYSTEM NOTE:
CONTRACTOR SHALL FURNISH AND INSTALL COURT POST AND NET SYSTEM PER MANUFACTURER'S SPECIFICATIONS AND AS SHOWN ON THE DRAWINGS. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.



3 NET TIE DOWN ANCHOR DETAIL
L6.2



4 TENNIS COURT STRIPING LAYOUT
L6.2

SCALE: DESIGN BY:
AS SHOWN KT
PLAN BY: CHECK BY:
KT RAS

REVISIONS	
NO.	DESCRIPTION

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Robert A. Slupka
ROBERT A. SLUPKA
DATE: 06/13/2023 LIC. NO: 44337

MISCELLANEOUS DETAILS

CARRARA EAST COURT IMPROVEMENTS CITY OF BLAINE

CLIENT PROJECT NO.
22-42

WSB PROJECT NO.
022537-000

SHEET
L6.2



Blaine Court Projects – Carrara East Park

City of Blaine

Presented by: Jerome Krieger

Background



- ▶ The City Council and staff discussed the Blaine Courts project on December 6, 2021.
- ▶ The project was adopted in the 2022 Parks and Trails budget that appropriated \$410,000 for the Territorial, Centennial Green and Carrara East court improvements.
- ▶ At the August 1, 2022 council meeting the council accepted the bid of \$524,433 from Sunram Construction for all three courts and then accepted a change order for \$144,250 to remove Carrara East court from the project.
- ▶ At the December 5, 2022 council meeting, the Carrara East court project was appropriated for \$150,000 in the 2023 – 2027 Parks and Trails capital improvement program.

Pictures of Carrara East Park Court



Pictures of Centennial Green Park Court



Quotes



- ▶ There were nine quotes received for this project.
- ▶ The quotes ranged from \$129,370 to \$199,139.
- ▶ The engineer's estimate and three lowest quotes are as follows:

Engineer's estimate -	\$146,360
Odessa II -	\$129,370
Sunram construction -	\$130,040
Blackstone Contractors -	\$133,536

The city has previous experience working with Odessa II.

Staff Recommendation

- ▶ Staff is asking the council to accept the quote and award the project construction contract to Odessa II for \$129,370 and authorize the City Manager and designee use of project contingency up to \$143,000 for the Carrara East Court project.
- ▶ Questions.

