



Building a Better World
for All of Us®

MEMORANDUM

TO: Freeport City Council
FROM: Dave Blommel, PE (Lic. MN)
DATE: August 21, 2024
RE: Council Update
SEH No. FREEP GEN 14.00

Welle’s Country Acres Phase 4

By the meeting we expect to have the roadway up to gravel grade despite a few weeks of rainfall hampering the common excavation for the roadway. As of August 20th, the subgrade had dried enough to get the excavation completed, the drain tile installed, and begin sand installation. The curb contractor is expected the week of August 26th. I will provide an update at the meeting.

Pay application No 2 for the remaining pipe work and some of the grading is attached for review and approval. **We recommend payment in the amount of \$175,430.75 for pay application No 2.**

2024 Street Lighting

Construction is underway for the streetlights. I met with the contractor to confirm concrete removal and project schedule. By the time of the meeting the concrete will all be cut and removed (where practical). Directional drilling is anticipated to being the week of August 26th.

The contractor has provided the appropriate documentation for payment of materials on hand (certified invoices and insurance). **We recommend payment in the amount of \$175,984.99.**

CSAH 11 Sidewalk

We met with the County Engineer on August 2nd as discussed at the meeting. Prior to the meeting, Jodi was able to look back at the inspection records from the project. The property owner was given a choice at the time of the installation to have a step or have the modified ramp that was ultimately chosen. The 2011 guidelines for ADA installation included a best fit scenario, as they still do.

In order to move things forward, the county offered to have their surveyors come out and complete a topographic survey of the entrance and have their technician come up with options. As of the time of this memo I have not seen the options. The county also offered to have their crews do some grinding on the high spots or do the removal of the concrete. They will not cover the replacement of the concrete, however.

CSAH 11 Sidewalk (I94-to 10th)

I have attached the agreement for the completion of the engineering work associated with the Active Transportation Grant. This agreement and the geotechnical testing costs are the only portion of the project that will not be reimbursed by the grant. This agreement is inclusive of design and construction services including 3 weeks of full-time construction observation.

Please review and consider approval of the supplemental letter agreement in the amount of \$74,000.

dwb
Enclosures

x:\fj\freep\common_council meeting\2024.08.21 m council update.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2351 Connecticut Avenue, Suite 300, Sartell, MN 56377-2485

320.229.4300 | 800.572.0617 | 888.908.8166 fax

SEH is 100% employee-owned | Equal Opportunity Employer

Contract Number: FREEP 153897
Pay Request Number: 2

| Project Number | Project Description |
|----------------|-------------------------------|
| FREEP 153897 | Welle's Country Acres Phase 4 |

| | |
|--|--|
| Contractor: Kuechle Underground Inc. 10998 State Highway 55 Kimball, MN 55353 | Vendor Number: n/a Up To Date: 08/16/2024 |
|--|--|

Contract Amount

| | |
|-------------------|----------------|
| Original Contract | \$1,161,480.56 |
| Contract Changes | \$0.00 |
| Revised Contract | \$1,161,480.56 |

Work Certified To Date

| | |
|------------------|--------------|
| Base Bid Items | \$671,490.61 |
| Contract Changes | \$0.00 |
| Material On Hand | \$0.00 |
| Total | \$671,490.61 |

| Work Certified This Request | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Request | Total Amount Paid To Date |
|-----------------------------|------------------------|----------------------|--------------------------|--------------------------|---------------------------|
| \$184,663.95 | \$671,490.61 | \$33,574.53 | \$462,485.33 | \$175,430.75 | \$637,916.08 |
| Percent: Retained: 5% | | | Percent Complete: 57.81% | | |

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By Short Elliott Hendrickson Inc.

Approved By Kuechle Underground Inc.

 Date _____

 Date _____

Approved By City of Freeport

 Date _____

| Payment Summary | | | | |
|-----------------|------------|----------------------------|-----------------------------|-------------------------|
| No. | Up To Date | Work Certified Per Request | Amount Retained Per Request | Amount Paid Per Request |
| 1 | 2024-07-12 | \$486,826.66 | \$24,341.33 | \$462,485.33 |
| 2 | 2024-08-16 | \$184,663.95 | \$9,233.20 | \$175,430.75 |

| Funding Category Name | Funding Category No. | Work Certified to Date | Less Amount Retained | Less Previous Payments | Amount Paid this Request | Total Amount Paid to Date |
|-----------------------|----------------------|------------------------|----------------------|------------------------|--------------------------|---------------------------|
| FREEP 153897 | | \$671,490.61 | \$33,574.53 | \$462,485.33 | \$175,430.75 | \$637,916.08 |

| Accounting Number | Funding Source | Amount Paid this Request | Revised Contract Amount | Funds Encumbered to Date | Paid Contractor to Date |
|-------------------|----------------|--------------------------|-------------------------|--------------------------|-------------------------|
| FREEP 153897 | Local | \$175,430.75 | \$1,161,480.56 | \$1,161,480.56 | \$637,916.08 |

| Contract Item Status | | | | | | | | | | |
|----------------------|------|------|--|----------|-------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Base/Alt | Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity To Date | Amount To Date |
| Base Bid | 1 | 1 | MOBILIZATION | LUMP SUM | \$16,606.30 | 1 | 0 | \$0.00 | 0.95 | \$15,775.99 |
| Base Bid | 2 | 2 | TRAFFIC CONTROL | LUMP SUM | \$200.00 | 1 | 0.2 | \$40.00 | 0.95 | \$190.00 |
| Base Bid | 3 | 3 | CLEAR AND GRUB | LUMP SUM | \$2,025.00 | 1 | 0 | \$0.00 | 1 | \$2,025.00 |
| Base Bid | 4 | 4 | REMOVE BITUMINOUS PAVEMENT | SQ YD | \$26.20 | 10 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 5 | 5 | REMOVE ROCKCHECK | EACH | \$167.31 | 13 | 0 | \$0.00 | 13 | \$2,175.03 |
| Base Bid | 6 | 6 | SALVAGE TYPE 3 BARRICADES | EACH | \$20.00 | 6 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 7 | 7 | SAWING BITUMINOUS PAVEMENT (FULL DEPTH) | LIN FT | \$3.50 | 120 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 8 | 8 | COMMON EXCAVATION (P) (P) | CU YD | \$10.86 | 2483 | 621 | \$6,744.06 | 1863 | \$20,232.18 |
| Base Bid | 9 | 9 | COMMON BORROW | CU YD | \$12.98 | 1224 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 10 | 10 | STREET SWEEPER (WITH PICKUP BROOM) | HOUR | \$130.00 | 20 | 3 | \$390.00 | 12 | \$1,560.00 |
| Base Bid | 11 | 11 | SELECT GRANULAR BORROW (CV) | CU YD | \$14.00 | 3551 | 913 | \$12,782.00 | 913 | \$12,782.00 |
| Base Bid | 12 | 12 | SUBGRADE PREPARATION | ROAD STA | \$341.00 | 17 | 4 | \$1,364.00 | 4 | \$1,364.00 |
| Base Bid | 13 | 13 | GEOTEXTILE FABRIC TYPE 5 | SQ YD | \$1.43 | 7102 | 1829 | \$2,615.47 | 1829 | \$2,615.47 |
| Base Bid | 14 | 14 | AGGREGATE BASE (CV) CLASS 5 (P) (P) | CU YD | \$23.30 | 1184 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 15 | 15 | TYPE SPWEA240C WEARING COURSE MIXTURE | TON | \$79.00 | 602 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 16 | 16 | TYPE SPWE230B NON WEARING COURSE MIXTURE | TON | \$74.00 | 1003 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 17 | 17 | BITUMINOUS MATERIAL FOR TACK COAT | GAL | \$5.00 | 355 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 18 | 18 | CONCRETE CURB & GUTTER DESIGN D418 | LIN FT | \$17.50 | 3115 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 19 | 19 | 6" CONCRETE DRIVEWAY PAVEMENT | SQ YD | \$62.00 | 24 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 20 | 20 | ADJUST FRAME & RING CASTING | EACH | \$0.01 | 11 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 21 | 21 | INSTALL PERMANENT BARRICADES | EACH | \$400.00 | 2 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 22 | 22 | SIGN PANELS TYPE C | SQ FT | \$45.00 | 30 | 0 | \$0.00 | 0 | \$0.00 |

| Contract Item Status | | | | | | | | | | |
|----------------------|------|------|---|----------|--------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Base/Alt | Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity To Date | Amount To Date |
| Base Bid | 23 | 23 | SIGN PANELS STREET NAME BLADES (PER SIGN) | EACH | \$400.00 | 3 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 24 | 24 | DEWATERING | LUMP SUM | \$22,747.81 | 1 | 0.25 | \$5,686.95 | 0.6 | \$13,648.69 |
| Base Bid | 25 | 25 | 4" FORCEMAIN | LIN FT | \$41.08 | 348 | 28 | \$1,150.24 | 348 | \$14,295.84 |
| Base Bid | 26 | 26 | 4" PIPE SEWER SERVICE | LIN FT | \$15.16 | 778 | 513 | \$7,777.08 | 847 | \$12,840.52 |
| Base Bid | 27 | 27 | 8" PIPE SEWER | LIN FT | \$68.83 | 1151 | 0 | \$0.00 | 1150 | \$79,154.50 |
| Base Bid | 28 | 28 | CONNECT TO EXISTING SANITARY SEWER PIPE (SERVICE) | EACH | \$636.35 | 2 | 2 | \$1,272.70 | 2 | \$1,272.70 |
| Base Bid | 29 | 29 | CONNECT TO EXISTING FORCEMAIN | EACH | \$1,835.08 | 1 | 0 | \$0.00 | 1 | \$1,835.08 |
| Base Bid | 30 | 30 | SANITARY SEWER LIFT STATION W/ VALVE MANHOLE | LUMP SUM | \$200,962.84 | 1 | 0.15 | \$30,144.43 | 0.65 | \$130,625.85 |
| Base Bid | 31 | 31 | 8" X 4" WYE | EACH | \$505.88 | 27 | 2 | \$1,011.76 | 26 | \$13,152.88 |
| Base Bid | 32 | 32 | 8" PIPE PLUG | EACH | \$150.55 | 1 | 0 | \$0.00 | 1 | \$150.55 |
| Base Bid | 33 | 33 | SANITARY SEWER CLEANOUT | EACH | \$250.97 | 27 | 16 | \$4,015.52 | 26 | \$6,525.22 |
| Base Bid | 34 | 34 | EXTERIOR CHIMNEY SEAL | EACH | \$173.40 | 8 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 35 | 35 | CASTING ASSEMBLY | EACH | \$710.94 | 8 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 36 | 36 | CONSTRUCT SANITARY MANHOLES | EACH | \$5,637.74 | 8 | 0 | \$0.00 | 8 | \$45,101.92 |
| Base Bid | 37 | 37 | FORCE MAIN FITTINGS | POUND | \$0.01 | 200 | 20 | \$0.20 | 86 | \$0.86 |
| Base Bid | 38 | 38 | EXTRA DEPTH MANHOLE | LIN FT | \$194.38 | 29 | 0 | \$0.00 | 39.06 | \$7,592.48 |
| Base Bid | 39 | 39 | 8" OUTSIDE DROP | VERT FT | \$1,051.55 | 6.5 | 0 | \$0.00 | 6.5 | \$6,835.08 |
| Base Bid | 40 | 40 | AGGREGATE BEDDING (CV) (P) (P) | CU YD | \$33.60 | 200 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 41 | 41 | CONNECT TO EXISTING WATER MAIN | EACH | \$3,898.14 | 3 | 0 | \$0.00 | 3 | \$11,694.42 |
| Base Bid | 42 | 42 | HYDRANT | EACH | \$6,926.41 | 3 | 0 | \$0.00 | 3 | \$20,779.23 |
| Base Bid | 43 | 43 | ADJUST VALVE BOX | EACH | \$655.81 | 2 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 44 | 44 | ADJUST CURB STOP | EACH | \$130.07 | 2 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 45 | 45 | 1" CORPORATION STOP & SADDLE | EACH | \$451.20 | 27 | 16 | \$7,219.20 | 26 | \$11,731.20 |
| Base Bid | 46 | 46 | 6" GATE VALVE AND BOX | EACH | \$2,506.99 | 3 | 0 | \$0.00 | 3 | \$7,520.97 |
| Base Bid | 47 | 47 | 8" GATE VALVE AND BOX | EACH | \$3,305.44 | 8 | 0 | \$0.00 | 8 | \$26,443.52 |
| Base Bid | 48 | 48 | 1" CURB STOP AND BOX | EACH | \$617.86 | 27 | 12 | \$7,414.32 | 22 | \$13,592.92 |
| Base Bid | 49 | 49 | 1" WATER SERVICE PIPE | LIN FT | \$11.98 | 1000 | 409 | \$4,899.82 | 832 | \$9,967.36 |
| Base Bid | 50 | 50 | 6" WATERMAIN | LIN FT | \$51.26 | 60 | 0 | \$0.00 | 47 | \$2,409.22 |
| Base Bid | 51 | 51 | 8" WATERMAIN | LIN FT | \$53.10 | 1522 | 0 | \$0.00 | 1540 | \$81,774.00 |
| Base Bid | 52 | 52 | 4" INSULATION | SQ YD | \$30.41 | 20 | 7.2 | \$218.95 | 9 | \$273.69 |

| Contract Item Status | | | | | | | | | | |
|----------------------|------|------|--|--------|------------|-------------------|-----------------------|---------------------|------------------|---------------------|
| Base/Alt | Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity To Date | Amount To Date |
| Base Bid | 53 | 53 | DUCTILE IRON FITTINGS | POUND | \$0.01 | 1900 | 680 | \$6.80 | 680 | \$6.80 |
| Base Bid | 54 | 54 | 6" DRAINTILE WITH SOCK | LIN FT | \$9.50 | 2770 | 844 | \$8,018.00 | 844 | \$8,018.00 |
| Base Bid | 55 | 55 | 4" DRAIN TILE SERVICE CONNECTION | EACH | \$200.00 | 27 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 56 | 56 | 15" STORM SEWER | LIN FT | \$42.05 | 808 | 788 | \$33,135.40 | 788 | \$33,135.40 |
| Base Bid | 57 | 57 | 18" STORM SEWER | LIN FT | \$48.80 | 117 | 35 | \$1,708.00 | 35 | \$1,708.00 |
| Base Bid | 58 | 58 | 21" STORM SEWER | LIN FT | \$62.23 | 35 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 59 | 59 | 24" STORM SEWER | LIN FT | \$58.70 | 55 | 55 | \$3,228.50 | 55 | \$3,228.50 |
| Base Bid | 60 | 60 | CONSTRUCT DRAINAGE STRUCTURE DESIGN H | EACH | \$2,056.97 | 4 | 4 | \$8,227.88 | 4 | \$8,227.88 |
| Base Bid | 61 | 61 | CONSTRUCT DRAINAGE STRUCTURE 4020 -48" | EACH | \$3,595.26 | 7 | 7 | \$25,166.82 | 7 | \$25,166.82 |
| Base Bid | 62 | 62 | CONSTRUCT DRAINAGE STRUCTURE 4020 -60" | EACH | \$5,200.53 | 1 | 1 | \$5,200.53 | 1 | \$5,200.53 |
| Base Bid | 63 | 63 | CASTING ASSEMBLY | EACH | \$2,731.29 | 12 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 64 | 64 | CLEAN EXISTING PIPE SEWER (STORM) | LIN FT | \$1.70 | 330 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 65 | 65 | CONNECT TO EXISTING DRAINAGE STRUCTURE | EACH | \$1,741.77 | 3 | 3 | \$5,225.31 | 3 | \$5,225.31 |
| Base Bid | 66 | 66 | STABILIZED CONSTRUCTION EXIT | EACH | \$500.00 | 3 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 67 | 67 | STORM DRAIN INLET PROTECTION | EACH | \$125.00 | 12 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 68 | 68 | SILT FENCE, TYPE MS | LIN FT | \$2.25 | 1575 | 0 | \$0.00 | 1500 | \$3,375.00 |
| Base Bid | 69 | 69 | SEDIMENT CONTROL LOG TYPE WOOD FIBER | LIN FT | \$3.25 | 750 | 0 | \$0.00 | 80 | \$260.00 |
| Base Bid | 70 | 70 | COMMON TOPSOIL BORROW (LV) | CU YD | \$26.25 | 200 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 71 | 71 | COMMERCIAL FERTILIZER | POUND | \$1.00 | 1600 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 72 | 72 | SEEDING | ACRE | \$1,500.00 | 4 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 73 | 73 | SEED MIXTURE 25-151 | POUND | \$7.00 | 200 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 74 | 74 | HYDRAULIC MULCH MATRIX | POUND | \$2.00 | 11200 | 0 | \$0.00 | 0 | \$0.00 |
| Base Bid | 75 | 75 | SEEDING (TEMPORARY) | ACRE | \$250.00 | 4 | 0 | \$0.00 | 0 | \$0.00 |
| Totals: | | | | | | | | \$184,663.94 | | \$671,490.61 |

| | |
|-----------------------|---------------------|
| Contract Total | \$671,490.61 |
|-----------------------|---------------------|

APPLICATION FOR PAYMENT NO. 1

CONTRACT FOR:

2024 STREET LIGHTING

PROJECT NO. FREEP 174248
 OWNER CITY OF FREEPORT
 CONTRACTOR DESIGN ELECTRIC, INC.

AGREEMENT DATE:

1/31/2024

FOR WORK ACCOMPLISHED THROUGH:

8/8/2024

| ITEM | MNDOT | DESCRIPTION | UNIT | UNIT COST | CONTRACT | | THIS PAYMENT | | WORK TO DATE | |
|---------------------------------|-----------|---|----------|--------------|-----------|---------------------|--------------|---------------------|--------------|---------------------|
| | | | | | QUANTITY | AMOUNT | QUANTITY | AMOUNT | QUANTITY | AMOUNT |
| 1 | 2021.501 | MOBILIZATION | LUMP SUM | \$18,461.78 | 1.00 | \$18,461.78 | | \$0.00 | 0.00 | \$0.00 |
| 2 | 2104.502 | REMOVE EQUIPMENT PAD | EACH | \$301.69 | 1.00 | \$301.69 | | \$0.00 | 0.00 | \$0.00 |
| 3 | 2104.502 | SALVAGE SERVICE CABINET | EACH | \$302.86 | 1.00 | \$302.86 | | \$0.00 | 0.00 | \$0.00 |
| 4 | 2104.502 | REMOVE LIGHTING UNIT (AND SALVAGE ARM) | EACH | \$604.55 | 30.00 | \$18,136.50 | | \$0.00 | 0.00 | \$0.00 |
| 5 | 2104.518 | REMOVE CONCRETE WALK | SQ FT | \$5.89 | 1,324.00 | \$7,798.36 | | \$0.00 | 0.00 | \$0.00 |
| 6 | 2231.604 | BITUMINOUS PATCH SPECIAL | SQ YD | \$470.80 | 10.00 | \$4,708.00 | | \$0.00 | 0.00 | \$0.00 |
| 7 | 2545.502 | HANDHOLE | EACH | \$1,483.77 | 4.00 | \$5,935.08 | | \$0.00 | 0.00 | \$0.00 |
| 8 | 2545.502 | LIGHT FOUNDATION DESIGN E MODIFIED | EACH | \$1,241.43 | 32.00 | \$39,725.76 | | \$0.00 | 0.00 | \$0.00 |
| 9 | 2545.502 | EQUIPMENT PAD B | EACH | \$1,360.19 | 1.00 | \$1,360.19 | | \$0.00 | 0.00 | \$0.00 |
| 10 | 2545.502 | LIGHTING UNIT TYPE SPECIAL 1 | EACH | \$7,252.72 | 26.00 | \$188,570.72 | | \$0.00 | 0.00 | \$0.00 |
| 11 | 2545.502 | LIGHTING UNIT TYPE SPECIAL 2 | EACH | \$8,379.94 | 4.00 | \$33,519.76 | | \$0.00 | 0.00 | \$0.00 |
| 12 | 2545.502 | LIGHTING UNIT TYPE SPECIAL 3 | EACH | \$7,816.03 | 2.00 | \$15,632.06 | | \$0.00 | 0.00 | \$0.00 |
| 13 | 2545.502 | LIGHTING UNIT TYPE SPECIAL 4 | EACH | \$9,722.77 | 2.00 | \$19,445.54 | | \$0.00 | 0.00 | \$0.00 |
| 14 | 2545.503 | REMOVE UNDERGROUND WIRE | LF | \$1.18 | 1,222.00 | \$1,441.96 | | \$0.00 | 0.00 | \$0.00 |
| 15 | 2545.503 | 2" NON-METALLIC CONDUIT SCHEDULE (DIRECTIONAL BORE) | LF | \$13.99 | 4,288.00 | \$59,989.12 | | \$0.00 | 0.00 | \$0.00 |
| 16 | 2545.503 | 3" NON-METALLIC CONDUIT SCHEDULE (DIRECTIONAL BORE) | LF | \$21.33 | 517.00 | \$11,027.61 | | \$0.00 | 0.00 | \$0.00 |
| 17 | 2545.503 | UNDERGROUND WIRE 1/C 8 AWG | LF | \$1.10 | 17,430.00 | \$19,173.00 | | \$0.00 | 0.00 | \$0.00 |
| 18 | 2545.503 | UNDERGROUND WIRE 1/C 6 AWG | LF | \$1.35 | 17,430.00 | \$23,530.50 | | \$0.00 | 0.00 | \$0.00 |
| 19 | 2545.602 | SERVICE CABINET MODIFICATION | EACH | \$1,342.28 | 2.00 | \$2,684.56 | | \$0.00 | 0.00 | \$0.00 |
| 20 | 2545.602 | INSTALL LIGHTING SERVICE CABINET | EACH | \$1,836.87 | 1.00 | \$1,836.87 | | \$0.00 | 0.00 | \$0.00 |
| 21 | 2521.518 | 6" CONCRETE SIDEWALK | SQ FT | \$28.25 | 1,114.00 | \$31,470.50 | | \$0.00 | 0.00 | \$0.00 |
| 22 | 2521.518 | 6" CONCRETE SIDEWALK SPECIAL | SQ FT | \$53.55 | 210.00 | \$11,245.50 | | \$0.00 | 0.00 | \$0.00 |
| 23 | 2563.9011 | TRAFFIC CONTROL | LUMP SUM | \$8,599.60 | 1.00 | \$8,599.60 | | \$0.00 | 0.00 | \$0.00 |
| 24 | 2575.501 | TURF ESTABLISHMENT | LUMP SUM | \$2,779.72 | 1.00 | \$2,779.72 | | \$0.00 | 0.00 | \$0.00 |
| TOTAL ITEMS BID | | | | | | \$527,677.24 | | \$0.00 | | \$0.00 |
| CHANGE ORDER NO. 1 | | | | | | | | | | |
| 25 | | PREVAILING WAGES | LUMP SUM | \$3,226.14 | 1.00 | \$3,226.14 | | \$0.00 | 0.00 | \$0.00 |
| TOTAL CHANGE ORDER NO. 1 | | | | | | \$3,226.14 | | \$0.00 | | \$0.00 |
| STORED MATERIALS | | | | | | | | | | |
| | | STORED MATERIALS | LUMP SUM | \$185,247.36 | | \$0.00 | 1.00 | \$185,247.36 | 1.00 | \$185,247.36 |
| TOTAL STORED MATERIALS | | | | | | \$0.00 | | \$185,247.36 | | \$185,247.36 |
| SUMMARY | | | | | | | | | | |
| TOTAL ITEMS BID | | | | | | \$527,677.24 | | \$0.00 | | \$0.00 |
| CHANGE ORDER NO. 1 | | | | | | \$3,226.14 | | \$0.00 | | \$0.00 |
| STORED MATERIALS | | | | | | | | \$185,247.36 | | \$185,247.36 |
| TOTAL | | | | | | \$530,903.38 | | \$185,247.36 | | \$185,247.36 |

The undersigned Contractor certifies that all previous payments received from the Owner for work done under this contract have been applied to discharge in full all obligations the Contractor incurred in connection with the work covered by said progress payments. The undersigned Contractor agrees to pay all subcontractors within 10 days of receipt of payment from the municipality for undisputed services provided by the subcontractor. The Contractor agrees to pay interest as described under Minnesota state statute. In accordance with Minnesota Uniform Transaction Act, an electronic signature on this document is binding and afforded the same effect as if the document was signed by hand.

Gross Amount Due \$185,247.36
 Less Retainage (5%) \$9,262.37

Amount Eligible to Date \$175,984.99
 Less Previous Payments \$0.00

Amount Due This Application \$175,984.99

SUBMITTED DESIGN ELECTRIC, INC.
 PO BOX 1252
 ST. CLOUD, MN 56302

BY: 

DATE: 8/20/2024

RECOMMENDED SEH
 2351 CONNECTICUT AVENUE, SUITE 300
 SARTELL, MN 56377

BY: 

DATE: 08/20/2024

APPROVED CITY OF FREEPORT
 125 E MAIN ST
 FREEPORT, MN 56331

BY: _____

DATE: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

CUSTOMER: CITY OF FREEPORT PROJECT: FREEPORT STREET LIGHTING APPLICATION NO: 1 Distribution Via Email:
 125 MAIN STREET EAST 2024* MAIN ST & 1ST AVE
 FREEPORT, MN 56331 FREEPORT, MN 56331
 CONTRACTOR: DESIGN ELECTRIC, INC. VIA ENGINEER: PERIOD TO: 8/8/2024
 PO BOX 1252 SAINT CLOUD, MN 56302 PROJECT NO: 06-201
 CONTRACT FOR: CONTRACT DATE: 7/1/2024

- OWNER
 ENGINEER
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

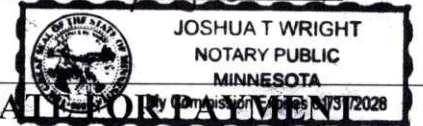
Application is made for payment, as shown below, in connection with the Contract.

| | |
|---|---------------|
| 1. ORIGINAL CONTACT SUM | \$ 530,903.38 |
| 2. Net change by Change Orders/Unit adj. | 0.00 |
| 3. CONTRACT SUM TO DATE (Line 1±2) | 530,903.38 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | 185,247.36 |
| 5. RETAINAGE: | |
| a. On Completed Work (Column D + E on G703) | \$ 0.00 |
| b. On Stored Material (Column F on G703) | 9,262.37 |
| Total Retainage (Line 5a + 5b or Total in Column I of G703) | 9,262.37 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | 175,984.99 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | 0.00 |
| 8. CURRENT PAYMENT DUE | 175,984.99 |

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: [Signature] Date: 8/8/2024

State of: MN County of: Benton
 Subscribed and sworn to before me this 8 day of August
 Notary Public: Josh Wright
 My Commission Expires: 1/31/2028



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application that are changed to conform to the amount certified.)

ENGINEER:
 BY: _____ Date: _____

This certificate is not negotiable. The Amount Certified is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

| Change Order Summary | Additions | Deductions |
|---|-----------|------------|
| Total Changes approved in previous months by Owner: | 0.00 | 0.00 |
| Total approved this Month | 0.00 | 0.00 |
| NET CHANGES by Change Order | \$ 0.00 | |

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Freeport (“Client”), and Short Elliott Hendrickson Inc. (“Consultant”), effective January 1, 2016, this Supplemental Letter Agreement dated August 27, 2024 authorizes and describes the scope, schedule, and payment conditions for Consultant’s work on the Project described as: **2025 CSAH 11 Sidewalk**.

Client’s Authorized Representative: Jon Nelson
Address: 125 Main Street E, PO Box 301, Freeport, Minnesota 56331
Telephone: 320.836.2112 **email:** clerk@freeportmn.org

Project Manager: Dave Blommel
Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377
Telephone: 320.229.4349 **email:** dblommel@sehinc.com

Scope: The Services to be provided by Consultant:

Task 1 – Survey and Design (Lump Sum)

The project design will include the following services:

1. Topographic survey of the project area.
2. Attend Grant Specific meetings.
3. Coordination with private utilities and Municipal Utilities:
 - (a) Gopher state one call
 - (b) Preliminary Utility Meeting.
4. MN State Aid Plan Set production:
 - (a) Title sheet.
 - (b) Statement of Estimated Quantities.
 - (c) Quantity Tabulations.
 - (d) Construction Details.
 - (e) Removals.
 - (f) Grading / Layout Plan.
 - (g) Pedestrian ramp designs (4).
 - (h) Cross sections.
5. Permitting:
 - (a) Stearns County ROW permit (permit fee paid by city if needed).
6. Bidding Services:
 - (a) Host the Project on Quest CDN.
 - (b) Answer Bidding questions related to the project.
 - (c) Attend the bid opening.
 - (d) Prepare bid tabulation and recommendation.
7. Assist City in obtaining quotes for geotechnical services related to construction (City to contract with geotechnical consultant).

Task 2 – Construction Administration / RPR (Hourly)

Construction phase services will include:

- Coordinate and preside at Preconstruction Conference.
- Engineer attendance at progress meetings (3 assumed).
- Prepare and coordinate signatures on pay applications (2 assumed).
- Answer day to day construction questions.
- Prepare record drawings.

Resident Project Representative Services

RPR services will be provided in accordance with attached Exhibit B. RPR is assumed full time coverage for 3 weeks (120 hours). This service will be billed hourly.

Assumptions:

In preparation of this scope of services we have made the following assumptions:

- Work will be within the County Right of way (by permit) or on school district property. No easement documents will be required.
- No wetlands delineations or permitting is required.
- No City owned utility design (water, sewer, electric) is required.
- No permanent stormwater management is required.
- No stormwater management documents (aside from erosion control) are required.

Schedule:

We will begin work within 4 weeks of receipt of the signed agreement. We anticipate design will take approximately 6 weeks (10 weeks from approval) with State Aid review following. Comment received from State Aid will be addressed and resubmitted within 2 weeks. Bidding will follow the State Aid Review.

Payment:

The lump sum fee for Task 1 is \$36,400 including expenses and equipment.

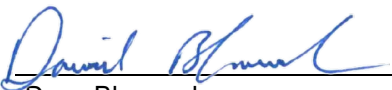
The fee for Task 2 is hourly (Construction Administration and RPR) estimated to be \$35,600 including expenses and equipment.

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-1 and A-2.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Freeport

By: 
 Full Name: Dave Blommel
 Title: Principal

By: _____
 Full Name: _____
 Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between City of Freeport (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 27, 2024

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.