

**CONSTRUCTION CONTRACT
COMMITTEE MEETING
August 17, 2020 at 8:30 AM**

Present in the District Office: Administrator Jamie Beyer. Participated Remotely: President Linda Vavra; Board Managers Doug Dahlen, Jason Beyer and Ben Brutlag; Engineer Technician Troy Fridgen; District Engineer Chad Engels; Engineers James Guler and Nathan Trosen; District Attorney Lukas Croaker.

Attendees discussed the purpose of this new committee which is to provide a deeper understanding of Bois de Sioux Watershed District (the "District") construction contracts and processes, and to provide recommendations for action by the Board, when needed.

Introduction to Project Measurement and Payment

Engineer Guler presented the differences between a field order and a change order as follows:

- Field Order – change initiated by engineering staff; cannot alter the contractual timeline or amount.
- Change Order – change initiated because of new or changed on-site information; can alter the contractual timeline or amount.

Construction plans allow for different types of payment calculations, as indicated on the project bid sheet:

- LS = Lump Sum
- Units

Both calculations are estimated by engineering staff when creating the project plans and project cost estimate. The engineers then determine "pay limits" for some bid items that are included in the construction contract. Pay limits restrict how much the District is liable to a contractor for payment by units; the pay limits ensure that the District is not charged for overexcavation and/or overapplication of a material outside the requirements of the contract.

Some plan items are difficult to estimate until the project is under construction. Side inlets are an example of this as they are often requested by landowners in unanticipated locations. Side inlet pipe length can vary because the length of pipe is dependent on how wide the contractor chooses to level the spoil bank berm. For side inlets and materials measured and paid by the unit, the District measures the materials after they are installed, and then provides payment to the contractor.

Seeding area is determined by engineering staff, who can direct the contractor to expand outside of the pay limits, if needed; the contractor will be compensated for the additional area ordered by the engineer. If the contractor expands outside of the pay limits without an order from the engineering staff, compensation is not provided. A 75% payment can be made to the contractor after seeding; the remaining 25% is paid after vegetation is established. The contract requires a minimum of 70% cover, and the contract will not be closed until this threshold is met. The contract does call for the grass to be drilled, but includes an option to allow a broadcast application if 20% more seed is used. Technician Fridgen requested that engineering staff consider using rye grass in future mix specs; Engineer Guler replied that oats is currently used in place of rye and indicated that some mixes are dictated by grant project funders.

WCD #9 Update & Contract Closeout Procedure

District Engineer Engels recommended that, when the time comes to evaluate the project for close-out, that the Committee complete a project drive-thru and review the final punchlist. Engineering staff are taking a closer look at wash-out areas and sedimentation. The site of a blow-out may require erosion fabric.

JD #11 Update

Side inlet installation and berm construction continues. A change order will be presented at the August 20th Board meeting regarding mobilization for an additional side inlet culvert. A second pay estimate will also be presented, along with a discussion of the condition of an outlet structure at the downstream end of the drainage system.