



## Airport

**DATE:** June 6, 2024

**FROM:** Greg Haug, Airport Director

**ITEM:** Wetland Phase 5 Completion Contract Change Order

**REQUEST:**

Consider the request from the Bismarck Airport for approval of Weisz and Sons Wetland Phase 5 Completion Contract Change Order No. 5 and Request to Wave Change Order Policy.

**BACKGROUND INFORMATION:**

The Board approved an agreement with KLE for Wetland Phase 5 work on September 11, 2020. The substantial completion date was October 15, 2021. During the 2022 construction season, KLE was well past the substantial completion date and was not making satisfactory progress. On January 17, 2023, the City made a claim on the Performance Bond issued by Hudson Insurance Company (Hudson). After discussions with Hudson, Hudson proposed Weisz and Sons Inc. as the replacement contractor. Weisz is working on the project and at this point has completed the majority of those items that can be completed in the existing Completion Contract.

As the work progressed and per the procedures outlined in the Completion Contract, Weisz submitted change order requests to Hudson for items needed to complete the project. Hudson has not approved items needed to keep work progressing to completion as a conforming project, jeopardizing federal grant funding. The grant funding period for performance ends on September 8, 2024. On May 28, 2024, after discussion in Executive Session with the City Attorney, retained legal counsel Jeff Wieland, and Airport staff, the Board in open session directed staff to declare Hudson in default of the Completion Contract and the Performance Bond. Since then, Staff and the consulting Engineer have worked on Change Order No. 5, which will move the project to completion.

Weisz Change Order No. 5 (Enclosure 1) includes 6 items; Pump Rental Extension, Additional Subgrade Excavation, Additional Seeding & Mulching, Replace Inlet Concrete Base, Additional Imported Topsoil, and Fix Infiltration on 42" Pipe and Inlet 33. Change Order No. 5, a cost of \$657,745.08, will increase the completion contract from \$4,150,361.85 to a new total of \$4,808,106.93.

In addition, Staff requests that the Board waive the change order policy on this contract until it is completed. Airport Staff would consult with legal counsel on additional change orders needed,

execute those change orders, and provide any change orders approved at each regular Commission meeting until Wetland Phase 5 is completed.

**RECOMMENDED CITY COMMISSION ACTION:**

Approve Weisz and Sons Wetland Phase 5 Completion Contract Change Order No. 5 and wave the Change Order Policy for Completion Contract Change Orders so long as Fiscal and Legal Departments approve those change orders and a report is provided at each regular City Commission of any additional change orders approved between meetings.

**STAFF CONTACT INFORMATION:**

Greg Haug, Airport Director, 701-355-1805, ghaug@bismarcknd.gov

Tim Thorsen, Assistant Airport Director, 701-355-1806, tthorsen@bismarcknd.gov

**ATTACHMENTS:**

1. Change Order No. 5

**Change Order No.** 5  
Date June 3, 2024



Airport Name Bismarck Airport  
Location Bismarck, ND  
Contract Description Removal of Wetlands to Reduce Wildlife Attractants (Phase 5)  
Contract Date July 14, 2023

AIP Project # 3-38-0003-0062-2020, 3-38-0003-0064-2020  
KLJ Project # 1805-02200.3  
Owner's Project # APG.AIP62.CONST, APG.AIP64.CONST  
Owner Contract # 2023-0047

**Owner**  
City of Bismarck  
2301 University Drive, PO Box 991  
Bismarck ND 58502

**Contractor**  
Weisz & Sons, Inc.  
PO Box 1756  
Bismarck ND 58502

**Engineer**  
KLJ  
400 E Broadway Ave, Ste 600  
Bismarck, ND 58501

General Reason for Change (quantify and explain details in sections 2 and 3)

- CO5-1 Pump Rental Extension
- CO5-2 Additional Subgrade Excavation
- CO5-3 Additional Seeding & Mulching
- CO5-4 Replace Inlet Concrete Base
- CO5-5 Imported Topsoil
- CO5-6 Fix Infiltration on 42" Pipe and Inlet 33

	<b>Total</b>
Total Contract Amount Prior to this Change Order	\$ 4,150,361.85
Change Resulting from this Change Order	657,745.08
Total Contract Amount After this Change Order	\$ 4,808,106.93

<b>Calendar Days</b>	
Completion date prior to this Change Order	June 1, 2024
Change resulting from this Change Order	0
Revised completion date from this Change Order	June 1, 2024

Change Order approved by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
KLJ

\_\_\_\_\_  
Date

\_\_\_\_\_  
Weisz & Sons, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Bismarck

**Summary of Changes**

Airport Name Bismarck Airport  
 Location Bismarck, ND  
 AIP Project # 3-38-0003-0062-2020, 3-38-0003-0064-2020  
 Contractor Weisz & Sons, Inc.

Change Order No. 5  
 Section 2

KLJ Project # 1805-02200.3  
 Owner's Project # APG.AIP62.CONST, APG.AIP64.CONST

Item #	Spec #	Item	Quantities			Unit	Unit Price	Revised Cost	Changed Cost
			Planned	Revised	Change				
<b>BASE BID</b>									
1	D-751	Install Inlets 11, 12	1.00			L.S.	\$ 110,000.00	\$ -	\$ -
2	D-751	Pour Flowlines - Inlets 1-10, 13, 14	1.00			L.S.	50,000.00	-	-
4	D-751	Set Castings and Rings - Inlets 1-10, 13, 14	1.00			L.S.	12,000.00	-	-
5	C-105	Mobilization	1.00			L.S.	554,245.00	-	-
6	D-701	Verify Pipe Inverts - Inlets 9, 10, 13, 14 and existing MH 13	1.00			L.S.	25,000.00	-	-
7	D-701	Install 12" PVC	1.00			L.S.	190,000.00	-	-
8	D-701	Install 36" & 42" Pipe at MH 14	1.00			L.S.	-	-	-
9	D-701	Install 42" HDPE	1.00			L.S.	595,000.00	-	-
10	D-701	Clean and Televiser all Pipe	1.00			L.S.	85,000.00	-	-
11	D-701	42" HDPE from Inlet 8 to 9	1.00			L.S.	60,000.00	-	-
12	D-701	Reset 24" RCP & Arch Pipe North of Runway 03-21	1.00			L.S.	17,000.00	-	-
13	D-701	Install 24" RCP and Arch RCP North of Taxiway D	1.00			L.S.	150,000.00	-	-
14	P-152	Densities and Corrections at 3 each Pit Areas	1.00			L.S.	190,000.00	-	-
15	33 05 07.36	Pavement Monitoring Survey	1.00			L.S.	10,000.00	-	-
16	P-152 Plan Notes	Access Road around Lift Station	1.00			L.S.	18,000.00	-	-
17	33 4924	Start Up Lift Station	1.00			L.S.	22,000.00	-	-
18	P-152	Unclassified Excavation	1.00			L.S.	460,000.00	-	-
19	T-901 T-905 T-908	Topsoil, Seed, and Mulch	1.00			L.S.	414,288.00	-	-
20	Local	Take over Pump Rental by Yegen Road	1.00			L.S.	90,000.00	-	-
21	Local	Remove Fence and Traffic Control	1.00			L.S.	35,000.00	-	-
22	P-620	Repaint Taxiway and Runway	1.00			L.S.	20,000.00	-	-
27	P-152 T-901 T-905 T-908	Clean up Dirt Piles by ILS Road and Staging Area	1.00			L.S.	105,000.00		
28	P-152 T-901 T-905 T-908	Regrade between Taxiway D and Runway 03-21	1.00			L.S.	14,000.00		
29	P-101	Dispose of 60 LF RCP	1.00			L.S.	5,000.00		
30	Plan Notes	Install Inlet Protection - Graded Areas	1.00			L.S.	4,000.00		
31	Plan Notes	Permanent Erosion Control	1.00			L.S.	20,000.00		
32	BIS-401 BIS-402	Repair Asphalt Approach on Yegen Road	1.00			L.S.	32,000.00		
33	Plan Notes	Cut off Ends of Cable Mats at Apple Creek	1.00			L.S.	3,000.00		
34	P-152 T-901 T-905 T-908	Regrade and Reseed Areas East of Yegen Road	1.00			L.S.	40,000.00		
35	P-152 D-751	Reset Existing MH 13 that Settled	1.00			L.S.	50,000.00		
36	Plan Notes	Construction Water	1.00			L.S.	75,000.00		
37	33 05 24	Haul Off Microtunnel Spoils	1.00			L.S.	25,000.00		
<b>TOTAL BASE BID</b>								\$ -	\$ -
<b>CHANGE ORDER #1</b>									
CO1-1		Conduit Repair for Power to Runway Lights	1.00			L.S.	\$ 4,048.56	\$ -	\$ -
<b>TOTAL CHANGE ORDER #1</b>								\$ -	\$ -
<b>CHANGE ORDER #2</b>									
CO2-1		Haul Road Repairs to Yegen Road	1.00			L.S.	\$ 67,902.67	\$ -	\$ -
<b>TOTAL CHANGE ORDER #2</b>								\$ -	\$ -
<b>CHANGE ORDER #3</b>									
CO3-1		Replacement of Damaged 42" HDPE Pipe	1.00			L.S.	\$ 52,877.62	\$ -	\$ -
<b>TOTAL CHANGE ORDER #3</b>								\$ -	\$ -
<b>CHANGE ORDER #4</b>									
CO4-1		Fix Infiltration on Inlets 1-10, 13, 14	1.00			L.S.	\$ 545,000.00	\$ -	\$ -
<b>TOTAL CHANGE ORDER #4</b>								\$ -	\$ -
<b>CHANGE ORDER #5</b>									
CO5-1		Pump Rental Extension	-	1.00	1.00	L.S.	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00
CO5-2		Additional Subgrade Excavation	-	1.00	1.00	L.S.	47,025.00	47,025.00	47,025.00
CO5-3		Additional Seeding & Mulching	-	1.00	1.00	L.S.	86,100.00	86,100.00	86,100.00
CO5-4		Replace Inlet Concrete Base	-	1.00	1.00	L.S.	1,970.08	1,970.08	1,970.08
CO5-5A		Imported Topsoil-NIC Asphalt Plant Pile	-	5,100.00	5,100.00	Ton	22.00	112,200.00	112,200.00
CO5-5B		Imported Topsoil-NIC Stockpile by Frontier Precision	-	1,500	1,500	C.Y.	20.00	30,000.00	30,000.00
CO5-5C		Imported Topsoil-Weisz & Sons NE Pile	-	8,100.00	8,100.00	Ton	27.00	218,700.00	218,700.00
CO5-6		Fix Infiltration on 42" Pipe and Inlet 33	-	1.00	1.00	L.S.	136,250.00	136,250.00	136,250.00
<b>TOTAL CHANGE ORDER #5</b>								\$ 657,745.08	\$ 657,745.08
<b>TOTAL CHANGE</b>								\$ 657,745.08	\$ 657,745.08

**Explanation of Changes**

Airport Name	Bismarck Airport	Change Order No.	5
Location	Bismarck, ND	Section	3
AIP Project #	3-38-0003-0062-2020, 3-38-0003-0064-2020	KLJ Project #	1805-02200.3
Contractor	Weisz & Sons, Inc.	Owner's Project #	APG.AIP62.CONST, APG.AIP64.CONST

**Item No. CO5-1**

Description  
Pump Rental Extension

Reason for Change

The Contractor has incurred an additional six months of pumping costs. See additional description in the Contractor's proposal (attached).

This change order reflects additional cost to perform work that was included in the Weisz proposal for the Completion Contract. Hudson denied responsibility for this added cost. The City agrees to pay this additional amount to Weisz to keep the project moving and as damages mitigation. The City makes this payment under a reservation of rights and may claim this amount from Hudson or Weisz.

**Item No. CO5-2**

Description  
Additional Subgrade Excavation

Reason for Change

All available subgrade on the project has been used. Additional subsoil will be excavated from location shown on the attached map and placed in the area as shown from the Contractor's map.

The cost shall include all costs including but not limited to removing and replacing topsoil; mulching; seeding; providing the Engineer with survey after the topsoil is stripped from the excavation area and before the excavated material is removed; providing the Engineer with survey before the topsoil is replaced on the excavation area and a stamped drawing showing the excavation area quantity for the Owner's original contract; survey of the topsoil stockpile quantity removed from the excavation area and providing the Engineer with the survey and stamped drawing showing the topsoil quantity for the Owner's original contract, removing excavation and placing it in the embankment area shown by the Contractor including moisture conditioning and compaction of the embankment material once placed in the embankment area as specified in Specification P-152.

Replace plan sheets 15R, G-1R, G-3R with the attached revised plan sheets 15R.2, G-1R.2, G-3R.2.

This change order reflects a change to both the original owner-level contract and to the Completion Contract. There was an increase in scope that is compensable by the Owner, but that compensation is limited to the original contract unit prices. Of this change order, \$28,904 is the responsibility of the City under the original contract. The additional \$18,121 is due to cost escalation under the Completion Contract. Hudson has accepted responsibility for the cost escalation portion, but it has refused to tender the funds. The City agrees to pay this additional amount to Weisz to keep the project moving and as damages mitigation. The City makes this payment under a reservation of rights and will claim the escalation portion from Hudson.

**Item No. CO5-3**

Description  
Additional Seeding and Mulching

Reason for Change

The Contractor is requesting payment for an additional 35 acres of seeding and mulching on the project. See additional description in the Contractor's proposal (attached).

This change order is for work and materials that were included in the original owner-level contract, but they were not included in Weisz's proposal for the Completion Contract. Hudson has refused to accept responsibility for this work. The City agrees to pay this additional amount to Weisz to keep the project moving and as damages mitigation. The City makes this payment under a reservation of rights and will claim this amount from Hudson.

**Item No. CO5-4**

Description  
Replace Inlet Concrete Base

Reason for Change

Replace inlet concrete base that was damaged during construction. See additional description in the Contractor's proposal (attached).

This change order is for work that was either defectively performed or damaged by KLE. This repair work was not included in Weisz's proposal for the Completion Contract. Hudson has refused to accept responsibility for this work. The City agrees to pay this additional amount to Weisz to keep the project moving and as damages mitigation. The City makes this payment under a reservation of rights and will claim this amount from Hudson.

**Item No. CO5-5**

Description  
Imported Topsoil

Reason for Change

On-site stockpiled topsoil has been exhausted. Additional topsoil to be imported from 3 locations. See additional description in the Contractor's proposal (attached).

This change order is for materials required to complete work that was included in the original owner-level contract, but was not included in Weisz's proposal for the Completion Contract. Hudson has refused to accept responsibility for this charge. The City agrees to pay this additional amount to Weisz to keep the project moving and as damages mitigation. The City makes this payment under a reservation of rights and will claim this amount from Hudson.

**Item No. CO5-6**

Description  
Fix Infiltration on 42" Pipe (2) and Inlet 33

Reason for Change

Three (3) Latent defects were found, two (2) within the 42" storm sewer pipe and one (1) in Inlet 33. Latent defects were discovered when the pipe inlets were televised by the Contractor. See additional description in the Contractor's proposal (attached).

This change order is for work that was either defectively performed or damaged by KLE. This repair work was not included in Weisz's proposal for the Completion Contract. Hudson has accepted responsibility for this additional cost, but it has refused to tender the funds. The City agrees to pay this additional amount to Weisz to keep the project moving and as damages mitigation. The City makes this payment under a reservation of rights and will claim this amount from Hudson.

# WEISZ & SONS INC CONTRACTORS

Bismarck, ND • 701-258-9770

## CHANGE ORDER PROPOSAL

Proposal Submittal: Hudson Insurance Company Attn: Chris Simmelink P.O. Box 6818 Scranton, PA 18505 Email: csimmelin@hudsongroup.com	Phone  206-586-2276	Date:  January 22, 2024
Job Name:  Bismarck Airport Wetland Removal (Phase 5)	Job Location:  Bismarck Airport	

**Scope of Work:**

Per item 20 of our original proposal, we included 5 months of pump rental at the inlet near Yegen Rd. The time specified in our proposal has expired, and we are requesting a change order for pumping for an additional 6 months. Now that inlet infiltration has been completed, the flow has been reduced enough that we were able to reduce the size of the pumps and switch them to electric instead of gas. This significantly reduces the price to operate the pump for the next 6 months. We are requesting a change order for \$25,500.00 for an additional 6 months of pumping at the inlet near Yegen Rd.

**General Clarifications**

1. Weisz & Sons will not be responsible for any current or future work to remedy defective work or latent defects on any materials provided by KLE or work done by KLE or its subcontractors. Weisz & Sons will not be responsible for any warranty on materials or work by KLE or its subcontractors.
2. All previous clarifications and exclusions apply.

We propose hereby to furnish material and labor – complete in accordance with above specifications and clarifications, for the sum of Dollars \$25,500.00.

Payment to be made as follows: Net 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance.

Authorized Signature:  Date 1-22-2024  
 (Note: This proposal may be withdrawn by us if not accepted within 30 business days.)

Acceptance of proposal: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_

# WEISZ & SONS INC CONTRACTORS

Bismarck, ND • 701-258-9770

## CHANGE ORDER PROPOSAL

Proposal Submittal: Hudson Insurance Company Attn: Chris Simmelink P.O. Box 6818 Scranton, PA 18505 Email: csimmelin@hudsongroup.com	Phone 206-586-2276	Date: December 14, 2023
Job Name: Bismarck Airport Wetland Removal (Phase 5)	Job Location: Bismarck Airport	

**Scope of Work:**

We have used all available subgrade dirt on the project. The following is our price per CY to borrow subsoil based on the plans and email supplied by KLJ on 12/12/2023. This price includes topsoil stripping, unclassified excavation, topsoil replacement, seeding and mulching.

Quantities are based on current available information.

**Lump Sum Price \$47,025.00**

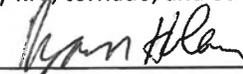
**General Clarifications**

1. Weisz & Sons will not be responsible for any current or future work to remedy defective work or latent defects on any materials provided by KLE or work done by KLE or its subcontractors. Weisz & Sons will not be responsible for any warranty on materials or work by KLE or its subcontractors.
2. If quantities differ significantly then an adjustment may be needed.
3. Finish grades at the borrow site to be provided by KLJ.

We propose hereby to furnish material and labor – complete in accordance with above specifications and clarifications, for the sum of Dollars \$ See Above.

Payment to be made as follows: Net 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance.

Authorized Signature:  Date 12-14-2023

(Note: This proposal may be withdrawn by us if not accepted within 30 business days.)

Acceptance of proposal: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_



Exhibit 2 from Weisz & Sons

\*NOTE: LABEL COLOR DEPICTS THE FOLLOWING:  
 BLUE - AS STAKED IN THE FIELD POINTS  
 BLACK - DESIGN ELEVATIONS PROVIDED BY KLJ  
 MAGENTA - ASBUILT SURVEY  
 YELLOW - OUT OF TOLERANCE

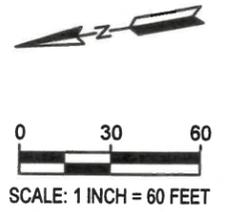
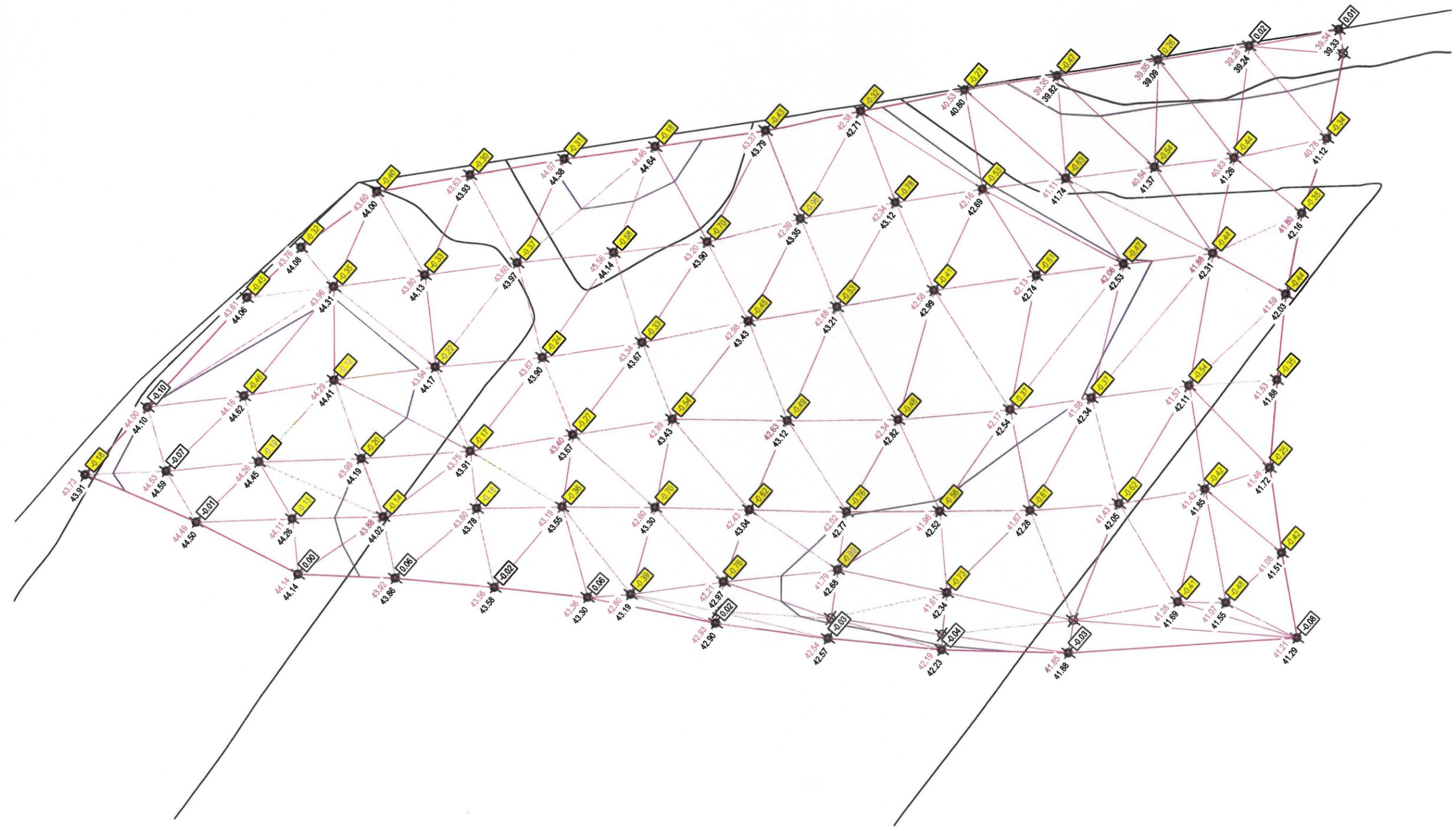
1. SUBGRADE ASBUILT SURFACE PROVIDED BY MOUNTAIN PLAINS.
2. SUBGRADE ELEVATION IS 4-IN BELOW FINISHED GRADE SURFACE (DEPTH PROVIDED BY KLJ).
3. ERROR IS DETERMINED BY COMPARING ASBUILT SURFACE TO SUBGRADE SURFACE.
4. DEPTH EXCEEDING ±0.10 IS HIGHLIGHTED IN YELLOW AND CONSIDERED OUT OF TOLERANCE, UNLESS OTHERWISE APPROVED BY THE DESIGN ENGINEER
5. ELEVATION LABELS SHOWN IN PLAN VIEW ARE TO BE ADDED TO 1600 FEET.
6. ESTIMATED UNCOMPACTED FILL NEEDED = 1853.90 CU. YD.

Estimated Excavation Required  
 1854 CY \* 1.4 (shrinkage factor) = 2,596 CY



**MOUNTAIN PLAINS LLC**  
 Engineering, Land Surveying & Utility Locating  
 1300 TACOMA AVE. · BISMARCK, ND 58504  
 (701) 557-3348 · WWW.MTNPLAINS.COM

**BISMARCK AIRPORT**  
 WEISZ AND SONS



PRELIMINARY PRELIMINARY  
 NOT FOR CONSTRUCTION PURPOSES  
 PRELIMINARY PRELIMINARY

NO.	DATE	DESCRIPTION
1	11/27/23	TOPO. SURVEY

DATE: NOVEMBER 21, 2023

PROJECT NO: 002137	DRWN BY: LMB	APPD BY: MJT
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SHEET NO:  
1

SHEET TITLE:  
TOPO SUBGRADE ASBUILT

C:\Users\LoganBergner\Box\Survey\Active Jobs\Bism Airport Phase 5\CAD\Mass Grading Exhibits\Subgrade Fill Area Exhibit\CAD\Subgrade Fill Area Exhibit.dwg



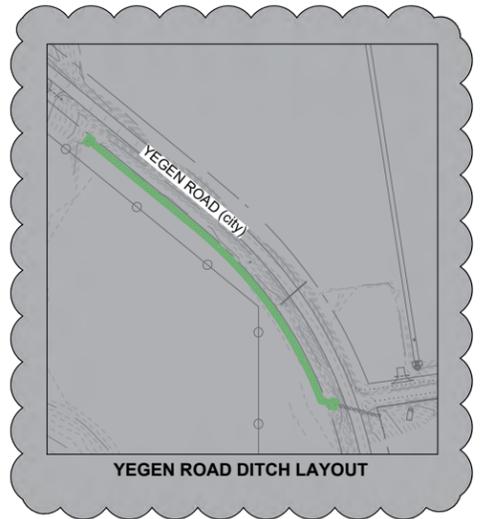
**WETLAND MITIGATION PHASE 5**  
BISMARCK AIRPORT - CITY OF BISMARCK  
BISMARCK, NORTH DAKOTA

CHANGE ORDER 5-2 05/31/2024 JTG

**EROSION CONTROL LAYOUT PLAN**

DRAFTED QED/JTG  
REVIEWED TJN  
PROJECT NUMBER 1805-02200  
LAST REVISED DATE 12/11/2023

SHEET **15R.2**

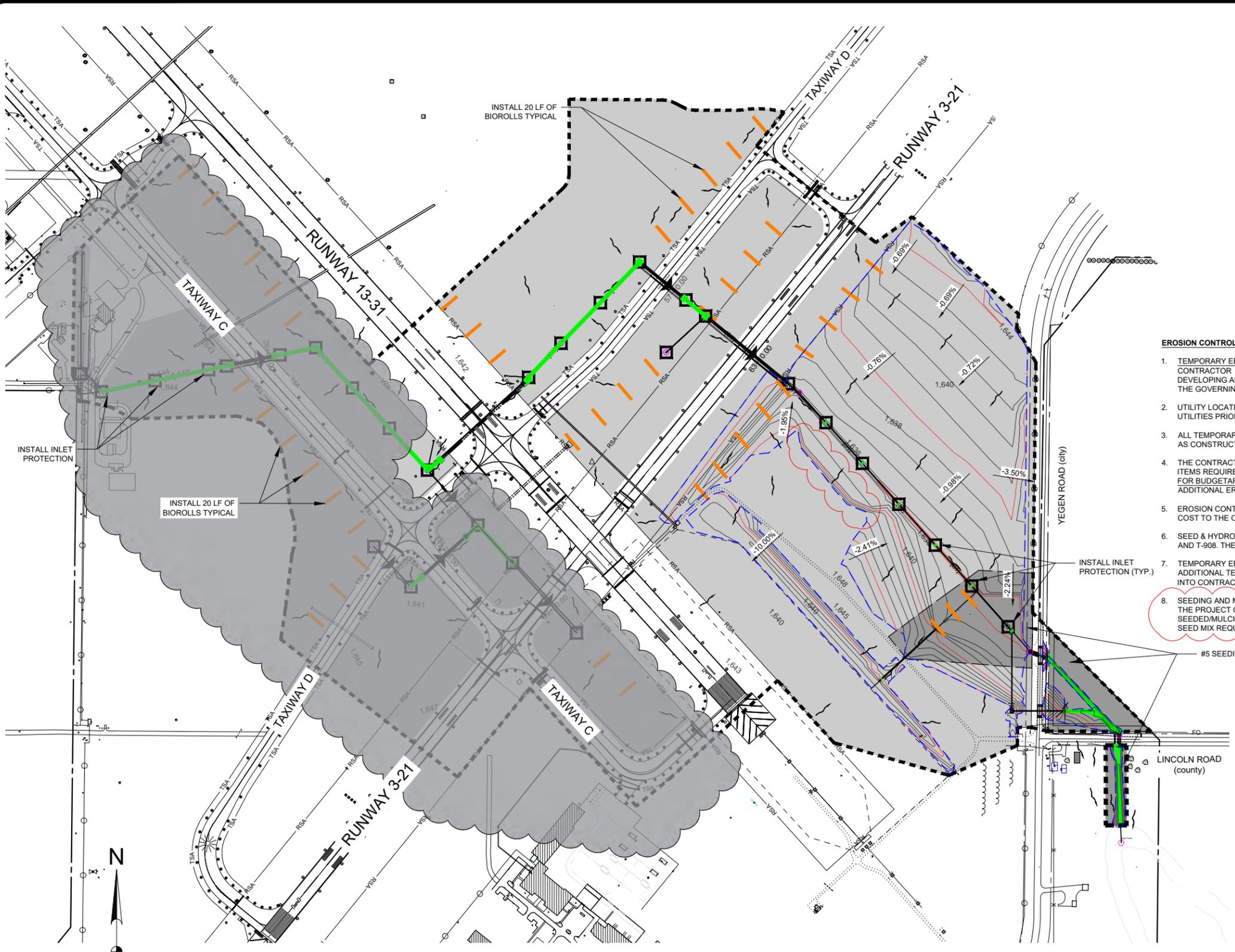


**EROSION CONTROL NOTES:**

1. TEMPORARY EROSION CONTROL ITEMS ON THIS SHEET ARE SHOWN FOR BUDGETARY PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A STORM WATER DISCHARGE PERMIT AND DEVELOPING AN APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH THE GOVERNING AUTHORITY PRIOR TO BEGINNING CONSTRUCTION.
2. UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
3. ALL TEMPORARY EROSION CONTROL ITEMS SHALL BE INSTALLED PRIOR TO BEGINNING CONSTRUCTION OR AS CONSTRUCTION PROGRESSES AS PER APPROVED SWPPP.
4. THE CONTRACTOR SHALL FURNISH, INSTALL, DOCUMENT AND MAINTAIN TEMPORARY EROSION CONTROL ITEMS REQUIRED BY THE APPROVED SWPPP. QUANTITIES SHOWN ON THIS SHEET HAVE BEEN ESTIMATED FOR BUDGETARY PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING IF ADDITIONAL EROSION CONTROL ITEMS ARE NEEDED TO COMPLY WITH APPROVED SWPPP.
5. EROSION CONTROL ITEMS SHALL BE REPLACED AS REQUIRED BY APPROVED SWPPP AT NO ADDITIONAL COST TO THE OWNER.
6. SEED & HYDRO-MULCH SHALL BE PLACED OVER ALL HAUL ROUTES AND STAGING/STORAGE AREAS PER T-901 AND T-908. THE COST FOR THIS RESTORATION OF HAUL ROUTES AND STAGING AREAS SHALL BE INCIDENTAL.
7. TEMPORARY EROSION CONTROL ITEMS SHALL BE PAID PER BID ITEM INSTALLED IN THE FIELD. ANY ADDITIONAL TEMPORARY EROSION CONTROL ITEMS REQUIRED TO COMPLY WITH SWPPP SHALL BE ADDED INTO CONTRACT DOCUMENTS PER CHANGE ORDER.
8. SEEDING AND MULCHING SHALL ONLY BE PAID FOR PER THEIR RESPECTIVE BID ITEMS FOR AREAS WITHIN THE PROJECT GRADING LIMITS AS NOTED IN THE PLAN NOTES ON SHEETS PN5-PN6. AREAS SHOWN TO BE SEEDED/MULCHED OUTSIDE THE PROJECT GRADING LIMITS ARE FOR REFERENCE ONLY TO IDENTIFY THE SEED MIX REQUIRED TO RETURN DISTURBED AREAS TO THEIR ORIGINAL STATE AS NEEDED.

**LEGEND**

- BIOROLLS (APPROX. 200' SPACING)
- #4 SEEDING & HYDRO-MULCH
- #5 SEEDING & HYDRO-MULCH
- DRAINAGE DIRECTION
- GRADING LIMITS
- CONSTRUCTION LIMITS
- INLET PROTECTION
- CABLE CONCRETE WITH GEOTEXTILE FABRIC
- N.I.C. FUTURE PROJECT



**ESTIMATED TEMPORARY EROSION CONTROL QUANTITIES - SCHEDULE 1, DIVISION 1, BASE BID**  
 PLAN NOTES - BIOROLLS - 60 L.F.  
 PLAN NOTES - INLET PROTECTION IN GRADED AREAS - 15 EA.

**ESTIMATED PERMANENT EROSION CONTROL QUANTITIES - SCHEDULE 1, DIVISION 1, BASE BID**  
 T-901 - SEEDING - 2 ACRES  
 T-908 - MULCHING - 2 ACRES  
 PLAN NOTES - CABLE CONCRETE MAT WITH GEOTEXTILE FABRIC - 21,046 S.F.

**ESTIMATED TEMPORARY EROSION CONTROL QUANTITIES - SCHEDULE 1, DIVISION 2, ADDITIVE ALTERNATE A1**  
 PLAN NOTES - BIOROLLS - 180 L.F.

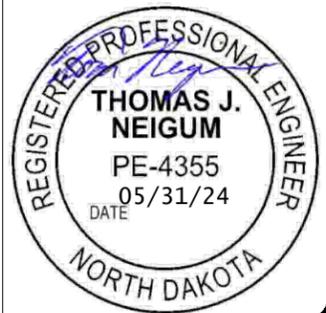
**ESTIMATED PERMANENT EROSION CONTROL QUANTITIES - SCHEDULE 1, DIVISION 2, ADDITIVE ALTERNATE A1**  
 T-901 - SEEDING - 63.4 ACRES  
 #4 NATIVE WARM-SEASON TALLGRASS - 57.1 ACRES  
 #5 NATIVE WARM-SEASON MIDGRASS/SHORTGRASS - 6.3 ACRES  
 T-908 - MULCHING - 63.4 ACRES

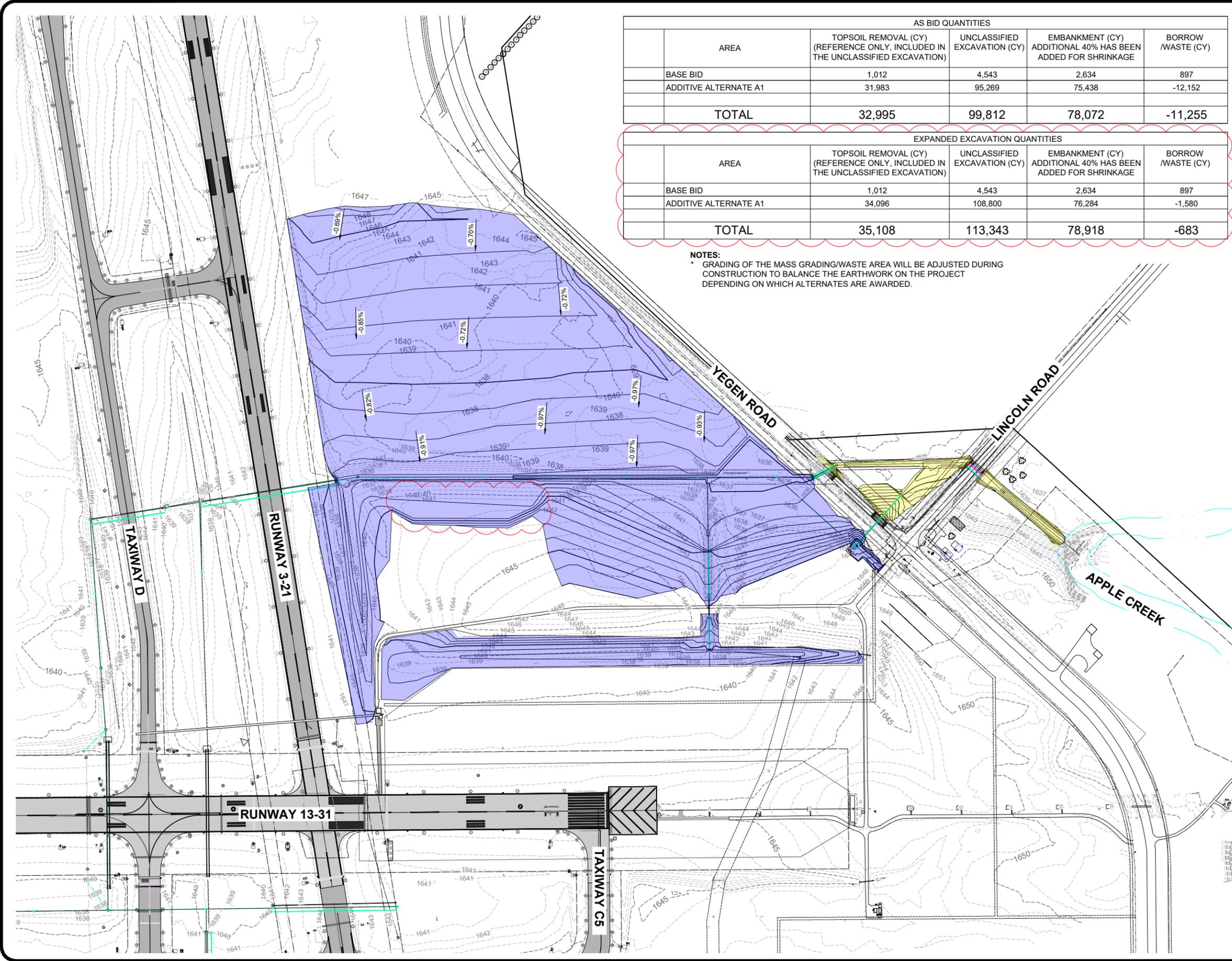
**ESTIMATED TEMPORARY EROSION CONTROL QUANTITIES - SCHEDULE 1, DIVISION 2, ADDITIVE ALTERNATE A2**  
 PLAN NOTES - INLET PROTECTION IN CABLE CONCRETE - 7 EA.  
 PLAN NOTES - INLET PROTECTION IN GRADED AREAS - 7 EA.

**ESTIMATED PERMANENT EROSION CONTROL QUANTITIES - SCHEDULE 1, DIVISION 2, ADDITIVE ALTERNATE A2**  
 PLAN NOTES - CABLE CONCRETE MAT WITH GEOTEXTILE FABRIC - 66,922 S.F.

**ESTIMATED TEMPORARY EROSION CONTROL QUANTITIES - SCHEDULE 1, DIVISION 2, ADDITIVE ALTERNATE B**  
 PLAN NOTES - BIOROLLS - 300 L.F.  
 PLAN NOTES - INLET PROTECTION IN CABLE CONCRETE - 7 EA.  
 PLAN NOTES - INLET PROTECTION IN GRADED AREAS - 7 EA.

**ESTIMATED PERMANENT EROSION CONTROL QUANTITIES - SCHEDULE 1, DIVISION 2, ADDITIVE ALTERNATE B**  
 T-901 - SEEDING - 2 ACRES  
 T-908 - MULCHING - 2 ACRES  
 PLAN NOTES - CABLE CONCRETE MAT WITH GEOTEXTILE FABRIC - 19,501 S.F.





AS BID QUANTITIES				
AREA	TOPSOIL REMOVAL (CY) (REFERENCE ONLY, INCLUDED IN THE UNCLASSIFIED EXCAVATION)	UNCLASSIFIED EXCAVATION (CY)	EMBANKMENT (CY) ADDITIONAL 40% HAS BEEN ADDED FOR SHRINKAGE	BORROW /WASTE (CY)
BASE BID	1,012	4,543	2,634	897
ADDITIVE ALTERNATE A1	31,983	95,269	75,438	-12,152
<b>TOTAL</b>	<b>32,995</b>	<b>99,812</b>	<b>78,072</b>	<b>-11,255</b>

EXPANDED EXCAVATION QUANTITIES				
AREA	TOPSOIL REMOVAL (CY) (REFERENCE ONLY, INCLUDED IN THE UNCLASSIFIED EXCAVATION)	UNCLASSIFIED EXCAVATION (CY)	EMBANKMENT (CY) ADDITIONAL 40% HAS BEEN ADDED FOR SHRINKAGE	BORROW /WASTE (CY)
BASE BID	1,012	4,543	2,634	897
ADDITIVE ALTERNATE A1	34,096	108,800	76,284	-1,580
<b>TOTAL</b>	<b>35,108</b>	<b>113,343</b>	<b>78,918</b>	<b>-683</b>

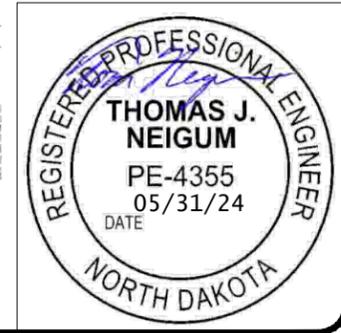
**NOTES:**  
 \* GRADING OF THE MASS GRADING/WASTE AREA WILL BE ADJUSTED DURING CONSTRUCTION TO BALANCE THE EARTHWORK ON THE PROJECT DEPENDING ON WHICH ALTERNATES ARE AWARDED.

**NOTE:**  
 1. THE CONTRACTOR TO LOCATE EXISTING UTILITIES THAT MAY BE IMPACTED BY THIS PROJECT AND THE FUTURE PROJECT AS SHOWN ON THE PROJECT WORK DESCRIPTION AS FURTHER DESCRIBED IN THE LOCAL AND STATE PROVISIONS.  
 2. WHEN HAULING UNCLASSIFIED EXCAVATION ACROSS YEGEN ROAD AND LINCOLN ROAD, THE CONTRACTOR SHALL COORDINATE THE TRAFFIC CONTROL REQUIREMENTS WITH THE CITY OF BISMARCK (YEGEN ROAD) AND BURLEIGH COUNTY (LINCOLN ROAD) AND PROVIDE THE REQUIREMENTS TO THE ENGINEER PRIOR TO HAULING ANY UNCLASSIFIED EXCAVATION ACROSS THESE ROADS.



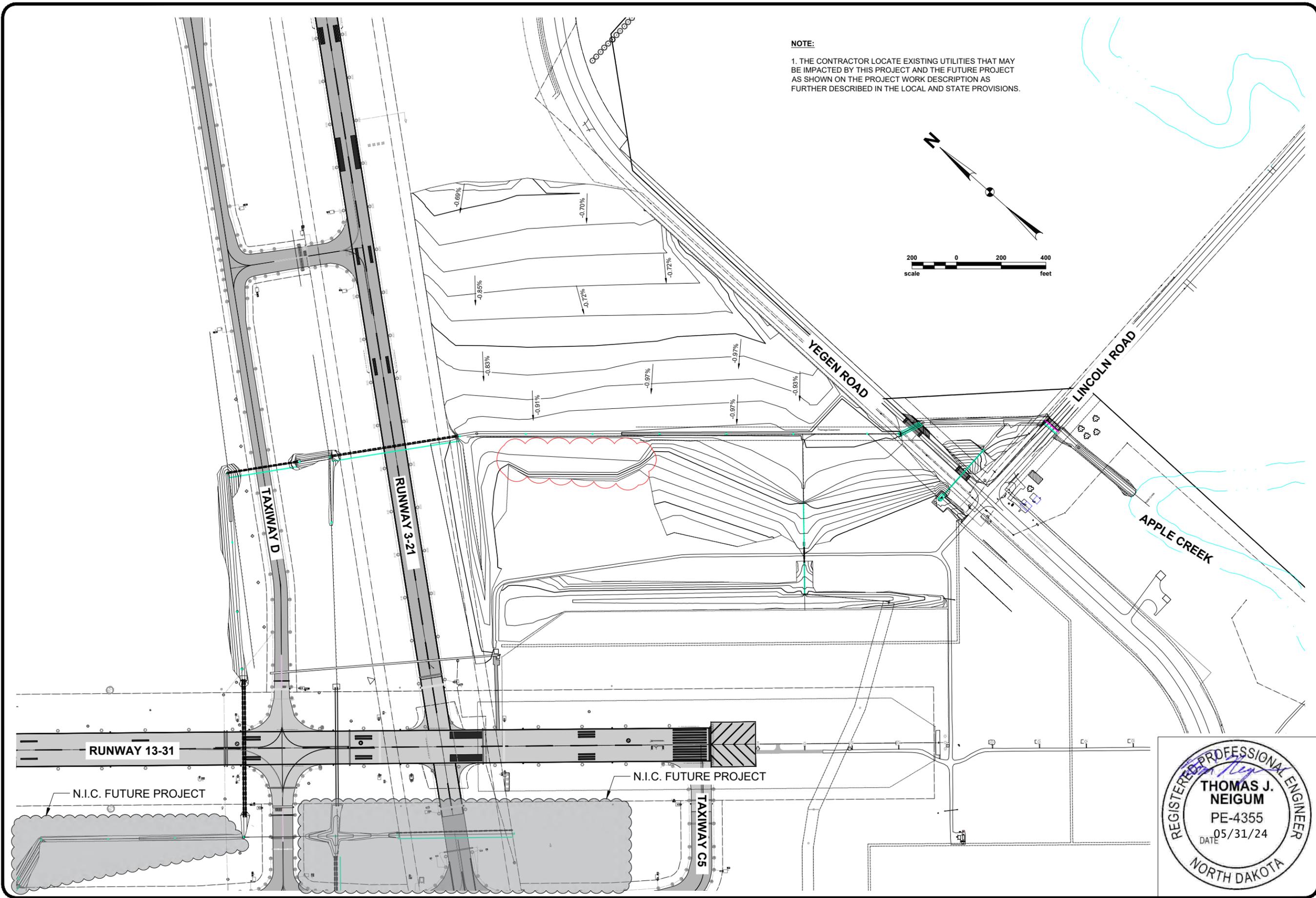
**WETLAND MITIGATION PHASE 5**  
 BISMARCK AIRPORT - CITY OF BISMARCK  
 BISMARCK, NORTH DAKOTA  
 CHANGE ORDER 5-2 05/31/2024 JTG

**EARTHWORK SUMMARY**



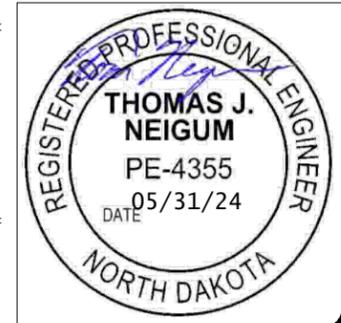
DRAFTED  
R/JF/JTG  
 REVIEWED  
TJN  
 PROJECT NUMBER  
1805-02200  
 LAST REVISED DATE  
12/11/2023

SHEET  
**G-1R.2**



**WETLAND MITIGATION PHASE 5**  
 BISMARCK AIRPORT - CITY OF BISMARCK  
 BISMARCK, NORTH DAKOTA  
 CHANGE ORDER 5-2 05/31/2024 JTG

**GRADING LAYOUT PLAN**



DRAFTED	RJF/JTG
REVIEWED	TJN
PROJECT NUMBER	1805-02200
LAST REVISED DATE	12/11/2023

SHEET  
**G-3R.2**

# WEISZ & SONS INC CONTRACTORS

Bismarck, ND • 701-258-9770

## CHANGE ORDER PROPOSAL

Proposal Submittal: Hudson Insurance Company Attn: Chris Simmelink P.O. Box 6818 Scranton, PA 18505 Email: csimmelin@hudsongroup.com	Phone 206-586-2276	Date: May 14, 2024
Job Name: Bismarck Airport Wetland Removal (Phase 5)	Job Location: Bismarck Airport	

**Scope of Work:**

We have had our subcontractor (Midwest Erosion Control) complete seeding and mulching on the areas that we had final verification on subgrade and topsoil. Mountain Plains has surveyed the area that was seeded and mulched and the total area is 35.3 acres. (See attached Mountain Plains Exhibit) The completion contract – Item 19, Topsoil, Seed, Mulch included 50 acres and states that any additional area will require a change order. Mountain Plains has surveyed the areas that were disturbed by KLE and will need to be seeded and mulched, this amount comes to an additional 49.7 acres. This adds up to a total of 85 acres (35.3 + 49.7) on the project to seed and mulch. We request a change order for the additional 35 acres (85 – 50).

**Seed & Mulch (Midwest Erosion Control – 35 Acres @ \$2,460.00/Acre = \$86,100.00**

**General Clarifications**

1. Weisz & Sons will not be responsible for any current or future work to remedy defective work or latent defects on any materials provided by KLE or work done by KLE or its subcontractors. Weisz & Sons will not be responsible for any warranty on materials or work by KLE or its subcontractors.

We propose hereby to furnish material and labor – complete in accordance with above specifications and clarifications, for the sum of Dollars \$ See Above.

Payment to be made as follows: Net 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance.

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 (Note: This proposal may be withdrawn by us if not accepted within 30 business days.)

Acceptance of proposal: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_



**NOTES:**

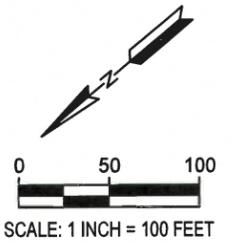
1. QUANTITIES AND CALCULATIONS ARE APPROXIMATE.
2. TOTAL SEED AND MULCH NEEDED = 7.9 ACRES

- \*NOTE: HATCH COLOR DEPICTS THE FOLLOWING:
- TOPSOIL SEED AND MULCH COMPLETED
  - TOPSOIL COMPLETED. NEEDS SEED AND MULCH
  - SUBGRADE COMPLETED. NEEDS TOPSOIL, SEED, AND MULCH



**MOUNTAIN PLAINS LLC**  
 Engineering, Land Surveying & Utility Locating  
 1300 TACOMA AVE. BISMARCK, ND 58504  
 (701) 557-3348 . WWW.MTNPLAINS.COM

**BISMARCK AIRPORT**  
 WEISZ AND SONS



NO.	DATE	DESCRIPTION
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DATE: MAY 10, 2024

PROJECT NO: 002137	DRWN BY: LMB	APPD BY: MJT
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SHEET NO: **2**

SHEET TITLE: TOPSOIL SEED AND MULCH EXHIBIT

# WEISZ & SONS INC CONTRACTORS

Bismarck, ND • 701-258-9770

## CHANGE ORDER PROPOSAL

Proposal Submitted to:  Hudson Insurance Company Attn: Chris Simmelink PO Box 6818 Scranton, PA 18505 Email: csimmelink@hudsoninsgroup.com	Phone  206-586-2276	Date:  May 14, 2024
Job Name:  Bismarck Airport Wetland Removal (Phase 5)	Job Location:  Bismarck Airport	

**Scope of Work:**

1. The following is a lump sum price to purchase 1 EA 100" x 8" Concrete Base Slab to replace the existing concrete base slab that left by KLE on the project. No one had previously noticed that the base slab was damaged by KLE. There was another identical base slab sitting on top of this one when the materials were inspected and could not be seen. In our proposal - item 9 states that material price is not included and our general clarification – Item 2 states that all required materials are assumed to be on site, no material purchases are included. Lump sum price includes taxes and 10% prime contractor markup.

**Lump Sum Price \$1,970.08**

**General Clarifications**

1. See attached picture of the previously damaged concrete base slab.
2. Weisz & Sons will not be responsible for any current or future work to remedy defective work or latent defects on any materials provided by KLE or work done by KLE or its subcontractors. Weisz & Sons will not be responsible for any warranty on materials or work by KLE or its subcontractors.

We propose hereby to furnish material and labor – complete in accordance with above specifications and clarifications, for the sum of Dollars \$ See Above.

Payment to be made as follows: Net 30 days from completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance.

Authorized Signature:  Date 5-14-24

(Note: This proposal may be withdrawn by us if not accepted within 30 business days.)

Acceptance of proposal: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_



08.21



# WEISZ & SONS INC CONTRACTORS

Bismarck, ND • 701-258-9770

## CHANGE ORDER PROPOSAL

Proposal Submittal: Hudson Insurance Company Attn: Chris Simmelink P.O. Box 6818 Scranton, PA 18505 Email:csimmelink@hudsongroup.com	Phone  206-586-2276	Date:  May 15, 2024
Job Name:  Bismarck Airport Wetland Removal (Phase 5)	Job Location:  Bismarck Airport	

**Scope of Work:**

We have used all available topsoil that is onsite. The following is our price to supply and deliver topsoil to the Bismarck Airport.

Quantities are based on the attached Mountain Plains survey exhibit dated May 10, 2024. The exhibit shows 9,270 CY's needed to complete the areas at 2" thick.

In order to reduce the cost of the imported topsoil we came up with two topsoil piles that are closer to the project. The balance of the topsoil needed would come from Weisz & Sons pile in NE Bismarck. The following is a description and unit price for each location.

- 1) Northern Improvement – Frontier Precision Pile    1,500 CY @ \$20.00/CY = \$30,000.00
- 2) Northern Improvement – Asphalt Plant Pile        5,100 Tons @ \$22.00/Ton = \$112,200.00
- 3) Weisz & Sons - NE Bismarck Pile                    8,100 Tons @ \$27.00/Ton = \$218,700.00

**Imported Topsoil - Total Price \$360,900.00**

Stockpile 1 topsoil will be surveyed before and after we import the topsoil and will be paid on the CY price listed above.

Stockpile 2 topsoil will be weighed with a truck scale at Northern Improvement's plant and each load will have a ticket, a summary will be provided and will be paid on the Ton price listed above.

Stockpile 3 topsoil will be weighed with a loader bucket scale at Weisz & Sons' pile and each load will have a printed ticket, a summary will be provided and will be paid on the Ton price listed above.

**General Clarifications**

1. Weisz & Sons will not be responsible for any current or future work to remedy defective work or latent defects on any materials provided by KLE or work done by KLE or its subcontractors. Weisz & Sons will not be responsible for any warranty on materials or work by KLE or its subcontractors.

We propose hereby to furnish material and labor – complete in accordance with above specifications and clarifications, for the sum of Dollars \$ See Above.

Payment to be made as follows: Net 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: Ryan Allen Date 5-15-2024  
(Note: This proposal may be withdrawn by us if not accepted within 30 business days.)

Acceptance of proposal: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_

5/10/2024 1:10 PM

**NOTES:**

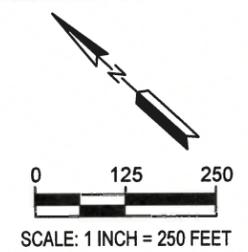
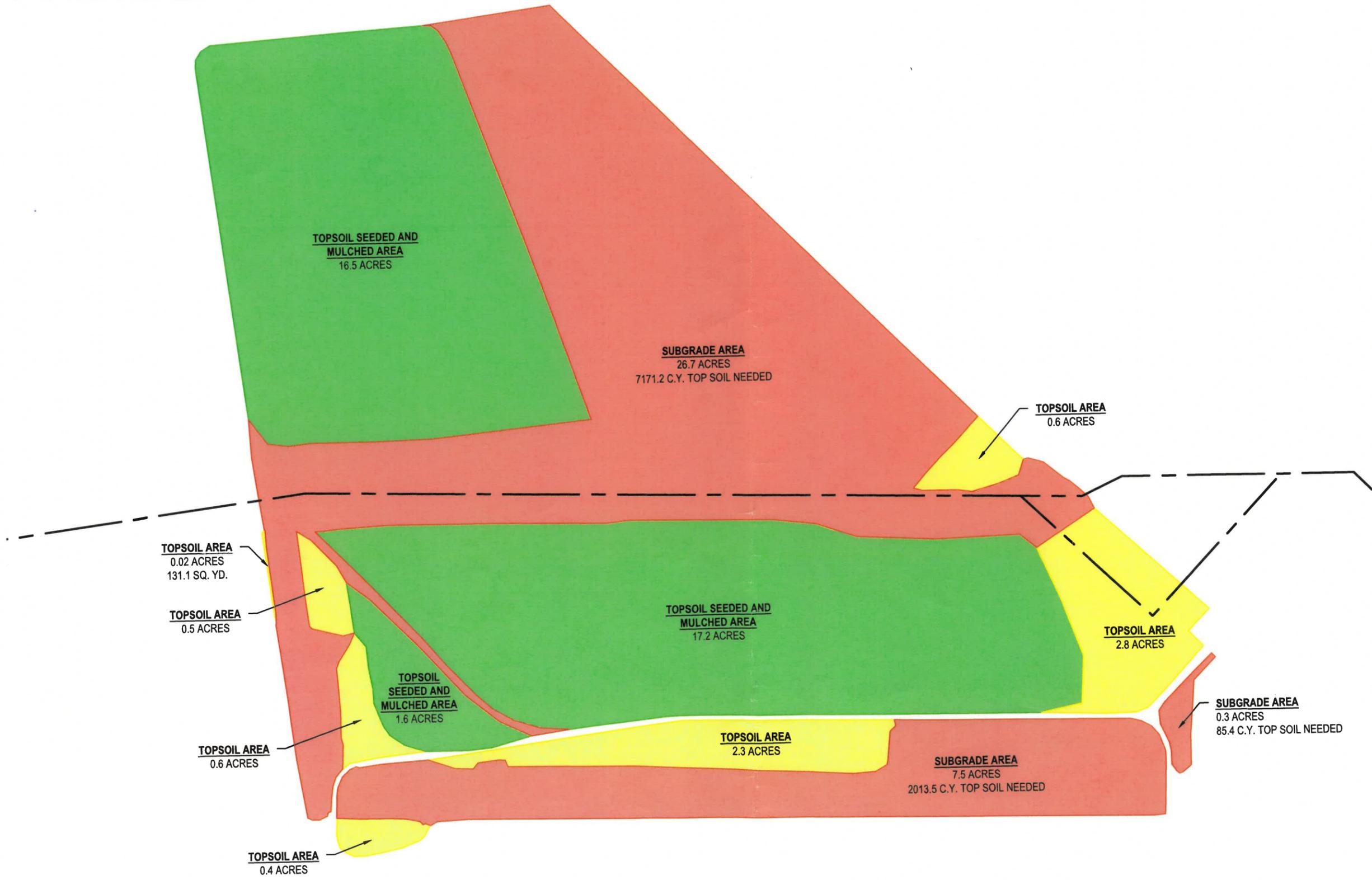
1. QUANTITIES AND CALCULATIONS ARE APPROXIMATE.
2. TOTAL DISTURBED AREA = 77.0 ACRES
3. TOTAL TOPSOIL NEEDED = 9270.1 C.Y.
4. TOTAL SEED AND MULCH NEEDED = 41.8 ACRES

\*NOTE: HATCH COLOR DEPICTS THE FOLLOWING:  
 [Green Box] - TOPSOIL SEED AND MULCH COMPLETED  
 [Yellow Box] - TOPSOIL COMPLETED. NEEDS SEED AND MULCH  
 [Red Box] - SUBGRADE COMPLETED. NEEDS TOPSOIL, SEED, AND MULCH



**MOUNTAIN PLAINS LLC**  
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 1300 TACOMA AVE. BISMARCK, ND 58504  
 (701) 557-3348 . WWW.MTNPLAINS.COM

**BISMARCK AIRPORT**  
 WEISZ AND SONS



NO.	DATE	DESCRIPTION

DATE: **MAY 10, 2024**

PROJECT NO: <b>002137</b>	DRWN BY: <b>LMB</b>	APPD BY: <b>MJT</b>
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SHEET NO: **1**

SHEET TITLE: **TOPSOIL SEED AND MULCH EXHIBIT**

C:\Users\logan.berger\Box\SURVEY\Active Jobs\Weisz and Sons\Bis Airport Phase 5\CAD\Mass Grading Exhibits\Topsoil Fill Area Exhibit\CAD\Top Soil Fill Area Exhibit.dwg

# WEISZ & SONS INC CONTRACTORS

Bismarck, ND • 701-258-9770

## CHANGE ORDER PROPOSAL

Proposal Submittal: Hudson Insurance Company Attn: Chris Simmelink P.O. Box 6818 Scranton, PA 18505 Email: csimmelink@hudsongroup.com	Phone  206-586-2276	Date:  May 16, 2024
Job Name:  Bismarck Airport Wetland Removal (Phase 5)	Job Location:  Bismarck Airport	

**Scope of Work:**

Price is for completing the work related to the following items:

- 1. Fix Infiltration – 2 locations on 42” Pipe and Inlet 33 \$136,250.00**

In the last couple weeks we have cleaned the 42” storm sewer pipe from Inlet 10 to Inlet 5 and from Inlet 33 to Inlet 8. We have ran a camera through the pipe and manholes. We know of 3 Latent Defects within the pipe and Inlet 33. The following is a list of each defect and location.

- 1) Water Infiltration at 42” Pipe Joint from the top of the joint at 250.7 ft. from Inlet 9 to Inlet 10. See attached picture
- 2) Water Infiltration at 42” Pipe Joint from the bottom of the joint at 563.1 ft. from Inlet 8 to Inlet 7. See attached picture
- 3) Inlet 33 – Water Infiltration from the flow line and joints. This is the same as the previously repaired Inlets.

Price is to repair water infiltration at each of the locations in the 42” pipe and Inlet 33. Work on this item includes isolating the inlet and pipe location, pumping out any water, groundwater dewatering around the inlet and pipe location, using chemical grout injection to repair leaks, and spot repairs of concrete collars.

Excavation on the outside of the inlets and 42” pipe to replace or repair exterior collars and/or cutting out pipe and replacing with new pipe and couplers is not included in this price, and will require a change order if it needs to be done. An executed change order will be required prior to starting this work.

In addition, we figured this work to take approximately 2 weeks to complete and this time will need to be added to the substantial completion date.

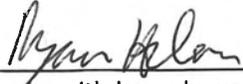
**General Clarifications**

1. Price is based on one mobilization. Work to be continuous and uninterrupted.
2. All previous clarifications and exclusions apply.
3. If any other defective, insufficient, or unacceptable work is discovered, costs to remedy the work will require a change order.
4. Weisz & Sons will not be responsible for any current or future work to remedy defective work or latent defects on any materials provided by KLE or work done by KLE or its subcontractors. Weisz & Sons will not be responsible for any warranty on materials or work by KLE or its subcontractors.

We propose hereby to furnish material and labor – complete in accordance with above specifications and clarifications, for the sum of Dollars \$ See Above.

Payment to be made as follows: Net 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature:  Date 5-16-2024  
(Note: This proposal may be withdrawn by us if not accepted within 30 business days.)

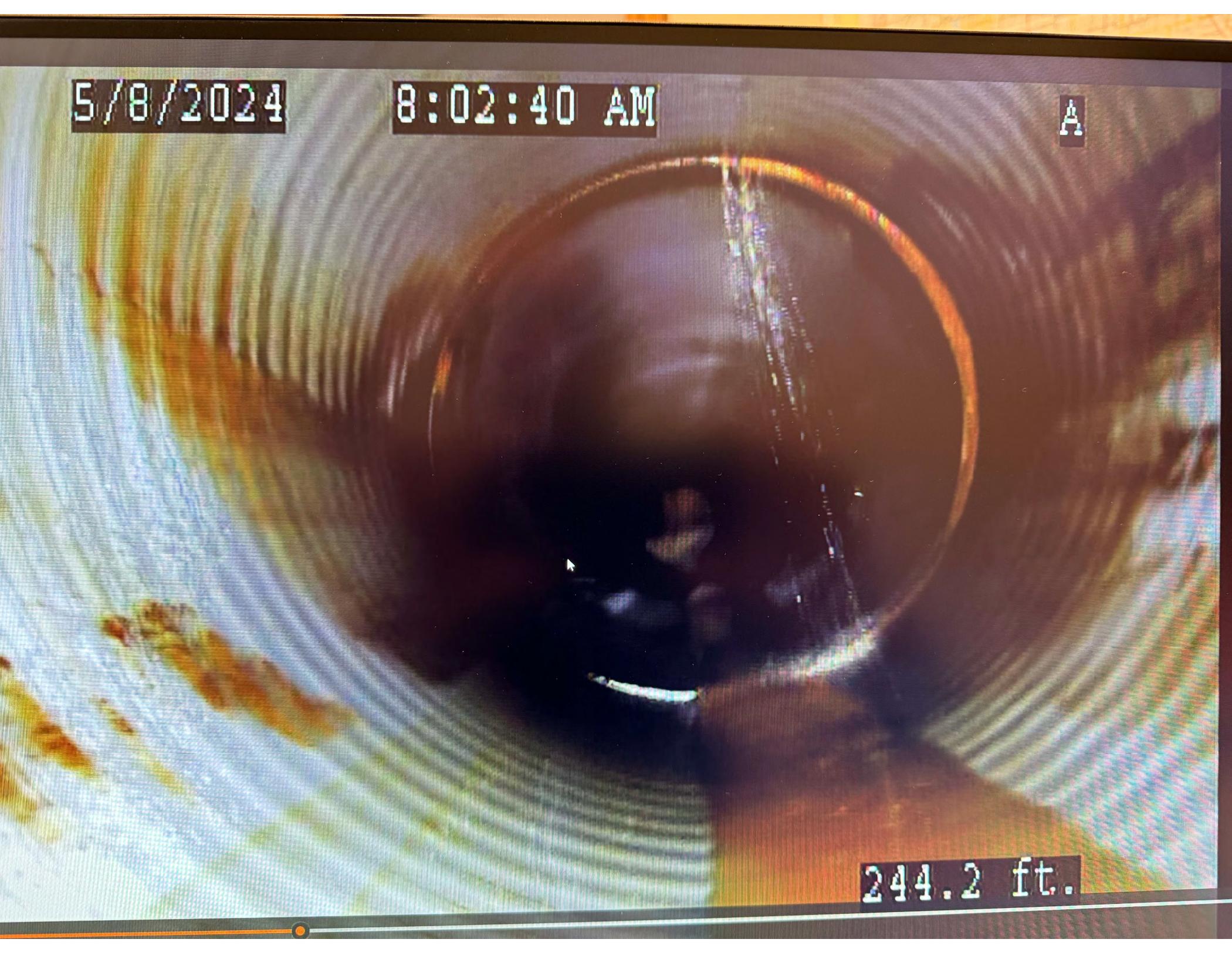
Acceptance of proposal: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_

5/8/2024

8:02:40 AM

A



244.2 ft.

5/8/2024

10:55:48 AM

P



561.0 ft.