

FARGO CITY COMMISSION AGENDA  
Monday, December 18, 2017 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://www.FargoND.gov/streaming). They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, December 4, 2017).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Receive and file an Ordinance Amending Section 35-0102 of Article 35-01 of Chapter 35 of the Fargo Municipal Code Relating to the Sale of Tobacco Products.
- 2. Appointment of Stamate Skliris as a City Prosecutor and Assistant City Attorney.
- 3. Purchase Agreement for property located at 3908 River Drive South.
- 4. Purchase Agreement for property located at 4122 17th Street South.
- 5. Master Attachment Agreement for Attachment of Wireless Communications Facilities to Certain City Owned Structures in the Public Right of Way with Midcontinent Communications.
- 6. Receive and file General Fund – Budget to Actual through November 30, 2017 (unaudited).
- 7. Precinct locations for the 2018 elections.
- 8. Six-month extension of the Class “FA” Alcoholic Beverage License for Mom’s Kitchen/Tailgator’s.
- 9. Applications for Games of Chance:
  - a. United Hearts for Haiti for a raffle on 2/10/18; Public Spirited Resolution.
  - b. El Zagal Shrine Arab Patrol for a raffle on 3/2/18.
- 10. Tax exemptions for improvements made to buildings:
  - a. Shannon M. and Matthew T. Kinsella, 3062 Bohnet Boulevard North (3 year).
  - b. Andrew J. and Katie L. Doeden, 2913 Peterson Parkway North (3 year).
  - c. Jesse D. Shirek and Sherry E. Defrancesco, 2307 10th Street South (5 year).
  - d. Nancy A. Rishling, 1726 Plumtree Road North (5 year).
  - e. Richard C. Houkom, 912 29th Avenue North (5 year).
  - f. Wenlong Chen and Shaohong Yuan, 2934 Edgemont Street North (5 year).
  - g. Gerald Rodger and Mary K. Phillips, 1015 5th Avenue South (5 year).
  - h. Levi Gehrig, 1017 1st Street North (5 year).
  - i. Kathryn M. and Luke I. Evenson, 1637 Plumtree Road North (5 year).

- j. Christopher R. and Alicia J. Kauffman, 410 Eddy Court South (5 year).
  - k. Joseph C. and Angelique Nelson, 1517 5th Street North (5 year).
  - l. Jennifer K. and Thomas M. Kane, 1425 19th Street South (5 year).
11. Agreement with Katherine Glen to perform Public Information Services Coordinator duties from 1/1/18 to 12/31/18.
  12. Bid award for food purveyor at the FARGODOME.
  13. Agreement for Services with Lakes and Prairies Community Action Partnership to market the ChildCareAlive! program to licensed child care center staff.
  14. Agreement for Services with Ann Schneider to finalize edits to the Breastfeeding Toolkit for child care providers.
  15. Notice of Grant Award with the ND Department of Health for the syringe services program activities (CFDA #93.940).
  16. Training Proposal with Minnesota Recovery Connection to provide peer recovery support services in the amount of \$19,000.00.
  17. Agreement with Ed's Towing Service, Inc. for junk vehicle removal services for 2018.
  18. Establishment of the fee schedule changes for building, plumbing, sewer and mechanical permits effective 1/1/18.
  19. Set January 2, 2018 at 5:15 pm as the date and time for a hearing on a dangerous building at 1410 1st Avenue South.
  20. Purchase of Paradigm Software for weighstation software at Solid Waste.
  21. Change Orders for the City Hall Project:
    - a. No. 14 for a decrease of \$23,168.25 for the general contract.
    - b. No. 15 for an increase of \$2,350.00 for the general contract.
    - c. No. 16 for a decrease of \$2,854.00 for the general contract.
    - d. No. 7 for an increase of \$3,023.00 for the mechanical contract.
    - e. No. 8 for an increase of \$5,627.00 for the mechanical contract.
  22. Contract Amendment No. 2 with Flint Group for an increase of \$22,935.00 (Project No. MS-16-F0).
  23. Change Order No. 1 for an increase of \$32,711.73 for Project No. TM-17-A1.
  24. Final Balancing Change Order No. 1 in the amount of \$0.00 for Project No. TP-16-B1.
  25. Negative Final Balancing Change Order No. 1 in the amount of -\$88.66 for Project No. PR-16-E1.
  26. 2018 Capital Improvement Plan.
  27. Engineering Technician I agreements with Peggy Amsbaugh and Dana Johnson.
  28. Mosquito Spraying Agreement for 2018-2020 to Airborne Custom Spraying, Inc. (RFP18018).

29. Sole Source Procurement for the purchase of vendor specific parts in 2018 from Gillig Corp. in the amount of \$30,000.00 and New Flyer Industries in the amount of \$180,000.00.
30. Sole Source Procurement for repairs in 2018 of Detroit Diesel engines and Allison Transmissions from Interstate Power System in the amount of \$70,000.00.
31. 2018 City Arts Fund recommendations and Agreement with The Arts Partnership to administer the City Arts Partnership Grants for 2018 in the amount of \$112,000.00.
32. 2018 City Social Service Fund allocations.
33. RFP for a Permit and Project Management Software System.
34. Final Balancing Change Order No. 2 for an increase of \$41,905.00 for Project No. SW17-02.
35. Change Order No. 1 for an increase of \$60,096.00 for Project No. WW1402-10.
36. Change Order No. 1 for an increase of \$43,351.00 for Project No. WA1707.
37. Task Order No. 99 from AE2S in the amount of \$218,200.00 for Drain 27 Conveyance Improvements.
38. Purchase Agreement with Grayland Holding Company, LLC in the amount of \$46,662.00 for Drain 27 Conveyance Improvements.
39. Resolution authorizing the filing of an application with the ND Department of Health for a loan under the Clean Water Act for water utility infrastructure.
40. Sole Source Procurement of ammonia feed equipment to Treatment Resources, Inc. in the amount of \$139,899.15 for Project No. WA1301.
41. Bid award for Project No. WA1752.
42. Sole Source Procurement for the purchase of vendor specific parts in 2018 from Swanston Equipment Corp. in the amount of \$36,000.00, Sanitation Products in the amount of \$45,000.00 and Nelson International in the amount of \$70,000.00.
43. Transit Trade Agreement with the Fargo Force.
44. Joint Powers Agreement Metro Area Transit Master Operating Agreement with the City of Moorhead.
45. Contract with Valley Green & Associates for Transit Passenger Shelter and Hub Snow Removal Services from 1/1/18 through 6/30/22.
46. Amendment No. 2 to the Agreement with First Transit to revise the management fee for 1/1/18 through 12/31/18.
47. Bills.
48. Contract Amendment No. 1 for an increase of \$10,337.00 with Ulteig Engineers for Improvement District No. BR-18-B0.
49. Change Order No. 2 for an increase of \$49,177.02 for Improvement District No. PR-16-F1.

50. Change Order No. 3 for an increase of \$294,484.40 for Improvement District No. PR-17-H1.
51. Final Balancing Change Order No. 1 for an increase of \$1,418.00 for Improvement District No. AN-17-C1.
52. Final Balancing Change Order No. 1 for an increase of \$5,415.84 for Improvement District No. BR-17-E1.
53. Final Balancing Change Order No. 2 for an increase of \$10,185.15 for Improvement District No. PR-17-G1.
54. Negative Final Balancing Change Order No. 1 in the amount of -\$621.50 for Improvement District No. AN-17-E1.
55. Negative Final Balancing Change Order No. 2 in the amount of -\$51,636.85 for Improvement District No. BN-16-J1.
56. Negative Final Balancing Change Order No. 2 in the amount of -\$9,358.09 for Improvement District No. BN-17-F1.
57. Negative Final Balancing Change Order No. 2 in the amount of -\$160,187.90 for Improvement District No. PN-14-41.
58. Negative Final Balancing Change Order No. 4 in the amount of -\$14,702.83 for Improvement District No. BN-16-K1.
59. Change Order No. 3 for an increase of \$4,058.00 for Improvement District No. NR-16-A1.
60. Change Order No. 4 for an increase of \$89,255.45 for Improvement District No. BN-17-B1.
61. Bid award for Improvement District No. SN-16-C1.
62. Contract and bond for Improvement District No. SN-16-C1.

**REGULAR AGENDA:**

63. Commissioner Grindberg would like to discuss Election Reform Proposals.
64. Public Hearings - 5:15 pm:
  - a. Hearing on a dangerous building located at 1011 5th Avenue South.
  - b. Hearing on proposed suspension of Route 35.
    1. First Amendment to Agreement for Transit Services with North Dakota State University to provide on-demand service (TapRide).
  - c. Renaissance Zone Project for Wild Terra Cider and Brewing Company LLC for a commercial lease project located at 6 12th Street North.
  - d. Application filed by Cathedral Lofts, LLC for a payment in lieu of tax exemption (PILOT) for a project located at 719 7th Street North which the applicant will use in the operation of a thirty-four, one-bedroom apartment project; continued from the 11/20/17 Regular Meeting.

- e. CONTINUE to 1/2/18 - Vacation of a portion of 2nd Street North between 1st Avenue North to 5th Avenue North of North Dakota R-1 Urban Renewal Addition (2nd Street North from 1st Avenue North to 5th Avenue North); approval recommended by the Planning Commission on 6/6/17; continued from the 12/4/17 Regular Meeting.
  - f. CONTINUE to 1/2/18 - Dedication Plat of 2nd Street North on portions of North Dakota R-1 Urban Renewal Addition, Keeney and Devitt's Second Addition and portions of vacated 2nd Street North, 4th Avenue North and 5th Avenue North (2nd Street North, from 1st Avenue to 5th Avenue North); approval recommended by the Planning Commission on 6/6/17; continued from the 12/4/17 Regular Meeting.
- 65. Consider the Draft City of Fargo: Public Art Master Plan.
  - 66. Recommendation from the Parking Commission to increase parking rates for 2018.
  - 67. Recommendation to appoint Maranda Tasa to the Planning Commission.
  - 68. State Water Commission requests for Cost Reimbursement for FM Diversion Flood Project Costs:
    - a. Costs totaling \$1,105,872.00.
    - b. Costs totaling \$1,377,451.00.
  - 69. Consider Task Order No. 20 from Apex Engineering Group for design and bidding services associated with the Wastewater Treatment Plant Phase II-A Improvements in the amount of \$1,773,325.00.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).



Office of the City Attorney



City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

December 12, 2017

Board of City Commissioners  
City Hall  
200 North Third Street  
Fargo, ND 58102

Dear Commissioners:

Please find attached for your consideration a revision to Fargo Municipal Code 35-0102:

35-0102. Authority to sell tobacco.--The city of Fargo does hereby grant the authority to sell at retail tobacco or other tobacco products within the city to persons who have a state license as required under chapter 57-36 of the North Dakota Century Code. The authority to sell granted by this Article may be suspended or revoked as provided in this chapter. No mobile vendor, person or business may sell or deliver tobacco products from a mobile vendor vehicle or a push cart, as defined in chapter 18-0308(J), from a motor vehicle or trailer, or from any other moveable facility.

This amendment ensures that regular compliance checks may be conducted at a tobacco retailer's permanent place of business. The concern being addressed is that if a retailer sells tobacco products from a vehicle or on foot, it is difficult to conduct tobacco compliance checks and enforce regulations. Mobile tobacco sales would likely increase the risk of tobacco sales to minors, in violation of State Law and Fargo Municipal Code. Bismarck City Council recently made this change in response to a vendor inquiry from California. Further, I am advised that the California State Board of Equalization recently implemented a policy that mobile catering trucks, lunch wagons and other mobile facilities cannot be licensed retail locations under its Tobacco Licensing Act.

**SUGGESTED MOTION:** I move to receive and file an Ordinance Amending Section 35-0102 relating to the Authority to sell tobacco, and to place it on for first reading at the next regularly-scheduled City Commission meeting.

Regards,

  
Nancy J. Morris

Enclosure



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 35-0102, OF ARTICLE  
35-01 OF CHAPTER 35 OF THE FARGO MUNICIPAL CODE  
RELATING TO SALE OF TOBACCO PRODUCTS

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3 WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in  
accordance with Chapter 40-05.1 of the North Dakota Code; and,

4 WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City  
5 shall have the right to implement home rule powers by ordinance; and,

6 WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said  
7 home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict  
therewith and shall be liberally construed for such purposes; and,

8 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to  
9 implement such authority by the adoption of this ordinance;

10 NOW, THEREFORE,

11 Be It Ordained by the Board of City Commissioners of the City of Fargo:

12 Section 1. Amendment.

13 Section 35-0102 of Article 35-01 of Chapter 35 of the Fargo Municipal Code is hereby  
14 amended to read as follows:

15 35-0102. Authority to sell tobacco.--The city of Fargo does hereby grant the authority to  
16 sell at retail tobacco or other tobacco products within the city to persons who have a state license as  
17 required under chapter 57-36 of the North Dakota Century Code. The authority to sell granted by  
18 this Article may be suspended or revoked as provided in this chapter. No mobile vendor, person or  
19 business may sell or deliver tobacco products from a mobile vendor vehicle or a push cart, as  
20 defined in chapter 18-0308(J), from a motor vehicle or trailer, or from any other moveable facility.  
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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 2. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 3. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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Office of the City Attorney

2

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

December 14, 2017

City Commissioners  
200 North Third Street  
Fargo, ND 58102

RE: Stamate Skliris--approval as Assistant City Attorney and City Prosecutor

Dear Commissioners:

I would appreciate your consent and approval of the appointment by me of Stamate Skliris as a city prosecutor and assistant city attorney, as authorized by N.D.C.C. §40-20-02. As you may know, for the past 2 ½ years Casey W. Moen has capably served as our sole full-time prosecutor, handling various criminal and traffic violations of city ordinance in municipal court, district court and the supreme court. Casey has taken a job as an assistant state's attorney in another county and we wish him well. I am pleased to announce that Stamate Skliris has agreed to join our office to fill the vacancy left by Casey Moen and I have appointed him as a city prosecutor and assistant city attorney. Mr. Skliris has considerable prior experience with the Williams County, North Dakota, State's Attorney office and the United States Attorney's office and I believe he will serve our city well. I heartily recommend your consent and approval of his appointment.

**SUGGESTED MOTION:** I move to consent and approve the appointment of Stamate Skliris as a city prosecutor and as an assistant city attorney.

Sincerely,

A handwritten signature in black ink, appearing to be "Erik R. Johnson".

Erik R. Johnson





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**Office of the City Attorney**

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City Attorney  
Erik R. JohnsonAssistant City Attorney  
Nancy J. Morris

December 12, 2017

Board of City Commissioners  
City Hall  
200 North Third Street  
Fargo, ND 58102

Dear Commissioners:

Please find attached for your approval a Purchase Agreement for the property located at 3908 River Drive South. The first offer to acquire this property based on the Certified Appraisal was made in August, 2016. The homeowner made a counter offer, which was rejected. The Resolution of Necessity was presented to acquire this property by Eminent Domain on March 27, 2017, prompting a revised counteroffer. That counteroffer prompted a meeting initiated by Mayor Mahoney with the homeowners to explore possible acquisition short of commencing the Eminent Domain action authorized by Resolution of this Commission. A meeting was held with the homeowners on August 7, 2017. Discussions were very productive, resulting in the negotiated Purchase Agreement presented to you for approval. This negotiated amount takes into account the passage of time and a reasonable adjustment to the appraised value for market conditions, as the appraiser has suggested would be appropriate due to the age of the appraisal. The homeowners were advised that this agreement is contingent on City Commission approval, and is being presented to you on the Mayor's recommendation.

**Recommended Motion:** I move to approve and authorize the purchase of the property located at 3908 River Drive South, and authorize the Mayor and City Auditor sign the Purchase Agreement on behalf of the City of Fargo.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy J. Morris".  
Nancy J. Morris

Enclosure



**PURCHASE AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between **CHRISTOPHER H. CROWE** and **PAULINE F. CROWE**, hereinafter "Seller", whether one or more, and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City" or "Buyer",

**WITNESSETH:**

**WHEREAS**, Seller is the owner of real estate situated in the County of Cass and State of North Dakota described as follows:

The South 91 feet of Lot Nineteen (19), Block Six (6), of Burritt-Kennedy Addition to the City of Fargo; and

(Address of said property is 3908 River Drive South, Fargo, North Dakota)

**WHEREAS**, the City of Fargo is currently engaged in acquiring properties to mitigate future flood damages; and,

**WHEREAS**, Seller accepted Buyer's offer to purchase in accordance with the terms herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements of the parties, it is hereby agreed as follows:

1. **Subject Matter**. The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.
2. **Purchase Price**. The purchase price for the Property is Six Hundred Forty-five Thousand and 00/100 Dollars (\$645,000.00).
3. **Payment of Purchase Price**. The mortgage, if any, as well as any liens or encumbrances, will be paid and Seller shall receive the balance of the purchase price, less any escrow amounts, in cash on the date of closing.
4. **Salvage**. Seller shall be allowed to remove from the property the items identified on Exhibit A, at no cost to Seller. City further allows Seller to salvage those items identified in Exhibit B in exchange for payment in an amount to be determined. City shall provide a cost for each item, and Seller shall provide a list of all items removed from the house and make payment to City. Seller shall remove all items in a professional manner, and engage a contractor if necessary. Seller agrees to remove all salvage items prior to giving City possession of the property.

5. Abstract. Seller shall furnish Buyer, or otherwise identify its location, an abstract of title to the subject property and Buyer shall pay for the cost of continuation of said abstract to a recent date. Said abstract must show good and marketable title in Seller free and clear of all liens and encumbrances (other than those that will be handled at closing).

6. Taxes and Utilities. Taxes and installments of special assessments for the year of closing shall be prorated between the parties to the date of closing based upon current total true value as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes and assessments must be paid by Seller in advance of closing.

7. Deeds. Seller shall sign warranty deeds prepared by Buyer. Buyer will take title as follows: City of Fargo, North Dakota, a municipal corporation.

8. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties. Unless additional time is needed for the removal of an objection to title, in no event shall closing take place any later than May 15, 2018. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, \$1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition at the end of the month of closing. Seller agrees the \$1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.

If Seller vacates the property prior to closing or the end of the month of closing, Seller shall immediately notify Buyer so that appropriate measures can be taken to secure the premises.

9. Warranty. Seller provides no express warranties on the subject property. Buyer understands and agrees that the property is a used home and is being purchased "AS IS". Buyer shall make any inspection it deems necessary concerning the condition of said used home.

10. Inspection. Seller agrees to allow City to enter the Premises for the limited purpose of asbestos testing, upon proper and adequate notice. → close to sale Date

DATED this 30 day of Nov, 2017.

SELLER:

  
\_\_\_\_\_  
Christopher H. Crowe


  
\_\_\_\_\_  
Pauline F. Crowe

Exhibit B

~~30" Range Hood (1995 vintage) \$100~~ ?

~~Small Dining Room Light Fixture (1991 vintage) \$50~~



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Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

December 12, 2017

Board of City Commissioners  
City Hall  
200 North Third Street  
Fargo, ND 58102

**Re: 4122 17<sup>th</sup> Street South**

Dear Commissioners:

Presented to you today for your consideration is a Purchase Agreement for the property located at 4122 17<sup>th</sup> Street South. As you may recall, this property was subject to negotiations in Executive Session almost a year ago. Since that offer was made, the homeowner made a counter offer, prompting a meeting initiated by Mayor Mahoney with the homeowners to explore possible acquisition short of commencing the Eminent Domain action authorized by Resolution of this Commission on March 13, 2017. A meeting was held with the homeowners on August 10, 2017. Discussions were very productive, resulting in the negotiated Purchase Agreement presented to you for approval. This negotiated amount takes into account the passage of time and a reasonable adjustment to the appraised value for market conditions, as the appraiser has suggested would be appropriate due to the age of the appraisal. The homeowners were advised that this agreement is contingent on City Commission approval, and is being presented to you on the Mayor's recommendation.

**SUGGESTED MOTION:** I move to approve the acquisition of the property located at 4122 17<sup>th</sup> Street South, Fargo, ND in accordance with the terms of the attached Purchase Agreement.

Please feel free to contact me with any questions or concerns.

Regards,

A handwritten signature in black ink that reads "Nancy J. Morris". The signature is fluid and cursive, with a long horizontal stroke at the end.

Nancy J. Morris

Enclosure

**PURCHASE AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between **Michael C. Bergh and Linda K. Bergh, Co-Trustees of the Michael C. Bergh Revocable Trust, dated January 18, 2017, and Linda K. Bergh and Michael C. Bergh, Co-Trustees of the Linda K. Bergh Revocable Trust, dated January 18, 2017**, hereinafter "Seller", whether one or more, and the **City of Fargo**, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

**WITNESSETH:**

**WHEREAS**, Seller is the owner of real estate situated in the County of Cass and State of North Dakota described as follows:

Lot Eighteen (18), Block Two (2), of Rosewood Park Addition to the City of Fargo; and

(Address of said property is 4122 17<sup>th</sup> Street South, Fargo, North Dakota)

**WHEREAS**, the City of Fargo is currently engaged in acquiring properties to mitigate future flood damages; and,

**WHEREAS**, Seller accepted Buyer's offer to purchase in accordance with the terms herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements of the parties, it is hereby agreed as follows:

1. **Subject Matter**. The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.
2. **Purchase Price**. The purchase price for the Property is Six Hundred Ninety-Six Thousand Five Hundred Dollars (\$696,500).
3. **Payment of Purchase Price**. The mortgage, if any, as well as any liens or encumbrances, will be paid and Seller shall receive the balance of the purchase price, less any escrow amounts, in cash on the date of closing.
4. **Salvage**. Seller shall be allowed to remove from the property the items identified on Exhibit A, at no cost to Seller. City further allows Seller to salvage those items identified in Exhibit B in exchange for payment in an amount to be determined using recognized salvage value reference materials. City shall provide a cost for each item, as so determined, and Seller shall provide a list of all items removed from the house and make payment to City. Seller shall remove all items in a professional manner, and engage a contractor if necessary. Seller agrees to remove all salvage items prior to giving City possession of the property.
5. **Abstract**. Seller shall furnish Buyer an abstract of title to the subject property and Buyer shall pay for the cost of continuation of said abstract to a recent date. Said abstract must show good and marketable title in Seller free and clear of all liens and encumbrances (other than those that will be handled at closing).

6. Taxes and Utilities. Taxes and installments of special assessments for the year of closing shall be prorated between the parties to the date of closing based upon current total true value as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes and assessments must be paid by Seller in advance of closing.

7. Deeds. Seller shall sign warranty deeds prepared by Buyer. Buyer will take title as follows: City of Fargo, North Dakota, a municipal corporation.

8. Closing Date and Transfer of Possession. Closing shall take place as soon as practicable, but no later than December 31, 2017. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, \$1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the \$1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.

A separate Occupancy Agreement may be entered into between the parties should Seller desire to continue to reside in the dwelling longer than the end of the month of closing. If Seller elects to occupy the premises beyond the end of the month of closing, rent shall be paid to the City in the amount of \$1,000/month beginning on the 1<sup>st</sup> day of the month following closing. 2% of the purchase price shall be retained until such time Seller vacates the premises and remits the garage door openers and keys to the City.

If Seller vacates the property prior to closing, the end of the month of closing, or prior to the expiration of the time period contained in an Occupancy Agreement, Seller shall immediately notify Buyer so that appropriate measures can be taken to secure the premises.

9. Warranty. Seller provides no express warranties on the subject property. Buyer understands and agrees that the property is a used home and is being purchased "AS IS". Buyer shall make any inspection it deems necessary concerning the condition of said used home.

10. Inspection and Photographs. Seller agrees to allow City to enter the Premises for purposes of inspection, including but not limited to asbestos testing and mitigation.

DATED this 7 day of December, 2017.

SELLER:

Michael C. Bergh  
Michael C. Bergh, Co-Trustee

Linda K. Bergh  
Linda K. Bergh, Co-Trustee



DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

BUYER:  
City of Fargo, a North Dakota  
municipal corporation

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Timothy J. Mahoney, Mayor

**Exhibit A**

1. Washer
2. Dryer
3. Kitchen & Basement Refrigerators
4. Basement Wine Fridge
5. Freestanding Microwave

**Exhibit B**

1.	8 Foot Base Cabinets	\$ 83.60
2.	Bathroom Vanity Cabinet	\$ 27.90
3.	Cabinet Doors	\$ 15.48
4.	Trim	\$ 2.13
5.	Goodman 13 Seer Air Conditioner	\$ 90.90
6.	Goodman 95% Efficient Furnace	<u>\$ 84.30</u>
<b>Total</b>		<b>\$ 304.31</b>



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Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

December 14, 2017

Board of City Commissioners  
City Hall  
200 North Third Street  
Fargo, ND 58102

Dear Commissioners:

Enclosed is a Master Attachment Agreement for Attachment of Wireless Communications Facilities to Certain City Owned Structures in the Public Right of Way ("MAA") with Midcontinent Communications for the use of city infrastructure for the placement of Wi-Fi antennae and appurtenances. As you know, Fargo Municipal Code Article 24-04 was recently enacted to address the placement of wireless telecommunication facilities in the city of Fargo right of way. This article addresses both attachments of wireless facilities to private locations, as well as the desire of some providers to attach to city of Fargo infrastructure. The Ordinance contemplates a separate agreement for the establishment of the terms controlling the use of public infrastructure for this purpose. Further, you previously adopted Guidelines to address the fees associated with the use of the right of way, including the use or replacement of city street lights, traffic signals, and other public infrastructure. This MAA is the result of extensive negotiations regarding the terms in which the provider shall be allowed to install Wireless Communication Facilities on city of Fargo infrastructure. Each attachment will be separately applied for, and permitted through the Engineering Department, as provided in the Ordinance.

**SUGGESTED MOTION:** I move to approve the Master Attachment Agreement for Attachment of Wireless Communications Facilities to Certain City Owned Structures in the Public Right of Way.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy J. Morris".

Nancy J. Morris

Enclosures



**MASTER ATTACHMENT AGREEMENT FOR ATTACHMENT OF WIRELESS  
COMMUNICATIONS FACILITIES TO CERTAIN CITY OWNED STRUCTURES IN THE  
PUBLIC RIGHT OF WAY**

This Master Attachment Agreement (the "Agreement") is made this 16 day of Nov, 2017, between the City of Fargo, North Dakota, with its principal offices located at 200 Third Street North, Fargo, North Dakota 58102, hereinafter designated "LICENSOR" or "City" and Midcontinent Communications, a South Dakota general partnership, hereinafter designated "LICENSEE." LICENSOR/City and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**WITNESSETH**

**WHEREAS**, LICENSOR owns and controls, or will own and control, certain city-owned structures, including light poles, traffic lights, and other structures designed and used for public purposes, whether existing, replacement, or new stealth structures, within the public right-of-way ("ROW") in the City of Fargo, North Dakota; and

**WHEREAS**, LICENSEE desires to install, maintain, and operate Wireless Communications Facilities or "WCF", as that term is defined, in and/or upon certain of LICENSOR's City Owned Structures ("Premises"); and

**WHEREAS**, LICENSOR, acting in a proprietary capacity as landlord, desires to grant to LICENSEE the nonexclusive right to attach Wireless Communications Facilities to one or more such Premises for the purpose of providing wireless communication services; and

**WHEREAS**, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions that will govern their relationship with respect to particular Premises upon which LICENSOR may wish to permit LICENSEE to install, maintain and operate Wireless Communications Facilities as hereinafter set forth; and

**WHEREAS**, LICENSOR and LICENSEE acknowledge that they will execute and make part of this Agreement a Site License, an exhibit copy of which is attached hereto as Exhibit A, with respect to particular Premises which the Parties agree to license.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

**I. DEFINITIONS**

In addition to the definitions in this Agreement, all terms within this Agreement that are defined in Section 24-0402 of the Fargo Municipal Code shall have the same meaning as set forth therein.

## II. LICENSEE'S REQUEST TO USE PREMISES

- A. Before the LICENSEE shall make use of the certain space on any of the LICENSOR's Premises within the public rights of way, LICENSEE shall (1) obtain a Wireless Communications Facilities Permit ("WCF Permit") permitting the Wireless Communication Facility to occupy the public rights of way in accordance with Article 24-04 of the Fargo Municipal Code ("Ordinance") and the Wireless Facility Guidelines; and (2) obtain a Site License, in a form that is consistent with the Site License that is attached hereto as Exhibit "A," conferring upon LICENSEE the non-exclusive right to attach a Wireless Communication Facility to the Premises and to install, use, operate, maintain, repair, replace, store or remove its antennas, equipment, and appurtenances in or on the Premises in a manner consistent with the terms of this Agreement. Any Site License issued pursuant to this Agreement shall be effective upon the issuance of a corresponding WCF Permit for the site under Article 24-04.
- B. Before a Site License conferring Wireless Communication Facility attachment rights will be issued, LICENSEE must submit the following documentation, in such form as the LICENSOR may reasonably require:
1. Construction Plans. The Construction Plans must identify the Premises of the LICENSOR to be used, the number and character of the attachments to be placed on such Premises, preexisting equipment necessary for LICENSEE's use, whether LICENSEE intends to install new or replace existing Premises, any additional structures which may be required, and any new installations for transmission conduit, pull boxes, and appurtenances. This information shall be provided through CAD drawings showing the location and materials of all planned installations, including existing utilities; Construction Specifications and Product Specifications for all planned installations; Diagrams and Shop Drawings of proposed WCFs; and a complete and detailed inventory of all equipment and personal property of LICENSEE to be placed on the Licensed Premises.
  2. Structural Study. LICENSEE must obtain and submit to the LICENSOR a structural engineering calculations and analysis ("Study"), carried out by a qualified structural engineer, showing that the Premises is/are able to support the Wireless Communications Facilities. Said study must be signed by a professional engineer licensed in North Dakota. If the Study finds that any proposed Premises are inadequate to support the proposed antenna loads, LICENSOR may decline to permit installation or may require replacement of the structure as a condition of approval.

3. Work Schedule. LICENSEE must describe the expected work schedule to install and commence operation of the WCF, including a proposed date on which construction is to begin, the days on which construction is to occur and the nature and duration of anticipated obstructions in the public Right of Way, in accordance with Article 24-03 of the Fargo Municipal Code.

- C. LICENSEE shall have the non-exclusive right, at its sole cost and expense, to use the Premises to install, operate, support and maintain Wireless Communications Facilities, only as described by LICENSEE in an applicable Site License and other documentation provided to and approved by LICENSOR ("Approved Use").
- D. All Premises used by LICENSEE under this Agreement shall remain the property of LICENSOR. Any payments made by LICENSEE for changes to existing or new Premises, conduits, conductor pull boxes, facilities, and appurtenances under this Agreement shall not entitle LICENSEE to ownership of any of said infrastructure. In the event LICENSOR approves the installation by LICENSEE of a replacement structure or a new stealth structure in accordance with Section 24-0406 of the Fargo Municipal Code, such structure shall be dedicated to and owned by the City upon completion of structure installation. No Site License for such Premises will be granted without LICENSOR first having executed a bill of sale for the structure, free of all liens and encumbrances, substantially as set forth in Exhibit "B" to this Agreement, which shall convey such structure immediately upon completion of construction and inspection by LICENSEE.
- E. LICENSOR reserves the right to exclude any of LICENSOR's City Owned Structures from use by LICENSEE.

### III. USE OF PREMISES

- A. The primary use and purpose of the Premises is to serve a public purpose, for the benefit of the City ("Primary Use"). LICENSOR's operations in connection with pursuit of the Primary Use ("LICENSOR's Operations") take priority over LICENSEE's operations.
- B. LICENSEE agrees that the following priorities of use, in descending order, shall apply in the event of communication interference, emergency public safety needs, Premises repair or reconditioning, or other conflict while this Agreement is in effect, and LICENSEE's use shall be subordinated accordingly:
  - 1. LICENSOR;
  - 2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not related to LICENSOR;
  - 3. Other governmental agencies where use is not related to public safety;
  - 4. Pre-existing licensees; and

5. LICENSEE.

- C. In the event of jeopardy that poses an immediate threat of substantial harm or damage to the health, safety, and welfare of the public and/or Premises, as solely determined by LICENSOR (“Jeopardy”), the LICENSOR may take actions the LICENSOR determines are required to protect the health, safety, and welfare of the Public, or personal property of LICENSOR, from such Jeopardy.
- D. If the LICENSOR determines that the conditions of Jeopardy would be addressed by cessation of LICENSEE’s operations, LICENSEE shall immediately cease its operations on the Premises upon notice from LICENSOR to do so, and the applicable Site License shall terminate.
- E. LICENSEE must obtain through a separate permitting process any/all permits required to install any utilities on, over and/or under the Premises as necessary for LICENSEE to operate its Wireless Communications Facilities. All costs associated with this installation of said utilities shall be solely those of the LICENSEE, including associated on-going monthly usage fees charged by the utility providers (i.e., electric meter).

IV. INSTALLATION AND MAINTENANCE OF EQUIPMENT

A. Approved Contractors.

1. LICENSEE may use an approved contractor or agent (“Contractor”) to perform activities pertaining to the subject matter of this Agreement. All Contractors shall be registered with the City Engineer and otherwise in compliance with Section 24-03 of the Fargo Municipal Code, and shall comply with any other applicable permitting and licensing requirements under City law. LICENSEE shall notify the City in writing of any such Contractor, and shall clearly identify the scope and nature of the work to be undertaken by the Contractor, an appropriate point of contact, and other useful information. LICENSEE shall promptly notify the City of any substantial relevant changes to the Contractor information.

2. Without limiting LICENSOR’s right of action at law or in equity, LICENSEE assumes all liabilities of, and responsibility for, the activities of Contractors within the scope of this Agreement.

- B. Notice of Work Orders. LICENSEE shall provide reasonable notice to the City Engineer prior to engaging in any work at particular Premises. Such notice shall include a short description of the contemplated work, identification of the entity (such



as an approved Contractor) authorized by the LICENSEE to complete the work, a point of contact and contact information for such entity, and an estimated timeframe for completion. Such information shall be provided in such form and method as the City Engineer may require.

C. Construction Inspection.

All construction activity shall be performed in accordance with all applicable laws and guidelines, and shall be subject to inspection and approval by LICENSOR.

D. FCC Requirements.

LICENSEE shall implement all measures at the transmission site required by FCC regulations, including but not limited to radiofrequency transmission controls and limitations, posting signs, and markings.

E. Exposed Facilities.

For all facilities affixed to Premises that have exterior exposure, LICENSEE shall comply with all applicable Guidelines and specifications. For exposed cables, wires, or appurtenances, LICENSOR reserves the right to require LICENSEE to provide cables, wires or appurtenances in manufactured colors as commercially available, in lieu of painting.

F. Damage by LICENSEE.

Any damage to the Premises, or LICENSOR's equipment thereon, caused by LICENSEE's permitted installation or operations shall be repaired or replaced at LICENSEE's expense and to LICENSOR's reasonable satisfaction.

G. As-Built Drawings ("As-Built").

Within sixty (60) days after LICENSEE installs the WCF, LICENSEE shall provide LICENSOR with an As-Built drawing in CAD format, and a digital photograph of the facilities installed on each location and any improvements installed on the Premises, which shall show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete inventory of all installed equipment and facilities.

H. Premises Alterations.

LICENSOR reserves the right to take any action it deems necessary, in its sole and reasonable discretion, to repair, maintain, alter, or improve the Premises in connection with LICENSOR's operations and the provisions of this Agreement.

I. Structure Reconditioning and Repair.

1. From time to time, LICENSOR may paint, recondition, or otherwise improve or repair the Premises in a substantial way ("Reconditioning Work"). LICENSEE shall cooperate with LICENSOR to carry out Reconditioning Work activities in a manner that minimizes interference with LICENSEE's Approved Use.
2. Except in cases of emergency, prior to commencing Reconditioning Work, LICENSOR shall provide LICENSEE with thirty (30) days prior written notice thereof. Upon receiving such notice, it shall be the sole responsibility of LICENSEE to provide adequate measures to cover or otherwise protect LICENSEE's Wireless Communications Facilities from the consequences of such activities, including but not limited to paint and debris fallout. LICENSOR reserves the right to require LICENSEE to remove all Wireless Communications Facilities from the Premises during Reconditioning work.
3. During LICENSOR's Reconditioning Work, LICENSEE may request permission from LICENSOR to locate a mobile site on or near the Premises, which request shall not be unreasonably denied. If the site will not accommodate mobile equipment, it shall be LICENSEE's responsibility to locate auxiliary sites.
4. LICENSEE may request a modification of LICENSOR's procedures for carrying out Reconditioning Work in order to reduce the interference with LICENSEE's Approved Use. If LICENSOR agrees to the modification, LICENSEE shall be responsible for all incremental cost related to the modification.

V. **CONDITION OF PREMISES**

LICENSOR must adhere to the provision of Fargo Municipal Code §§ 24-0412, 24-0414 and 24-0415 at all times, and agrees to keep and maintain the Premises in good repair as required for the Primary Use and in the ordinary course of business as its budget permits. LICENSOR makes no guarantee as to the condition of any Premises with regard to LICENSEE's intended use.

LICENSEE shall, at its own cost and expense, maintain its Wireless Communications Facilities in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes. The LICENSEE shall obtain from the LICENSOR any and all permits required for the purposes of maintaining the installation. Applicable fees for any permits shall be borne by the LICENSEE and the LICENSEE shall be bound by the requirements of said permits.

**VI. TERM**

- A. The initial term and all extensions under this Agreement or any Site License shall be collectively referred to herein as the "Term."
- B. This Agreement shall be for an initial term of ten (10) years commencing upon the execution hereof by both Parties (the "Effective Date").
- C. This Agreement may be renewed or extended by mutual agreement in writing between the LICENSOR and LICENSEE. LESSEE shall give LESSOR notice of intent to renew or terminate at least one-hundred eighty (180) days prior to the end of the then current Term. LESSOR shall provide written notice of termination not less than one hundred eighty (180) days prior to the end of the then current term.
- D. Unless otherwise agreed by the Parties in writing, the term of each Site License shall commence on the date specified therein ("Commencement Date"), and shall end on December 31, following the tenth (10<sup>th</sup>) anniversary of the Commencement Date. Following the initial Term, each Site License shall be renewed in accordance with Fargo Municipal Code §24-0404 (I)(4). Either party may provide written notice of nonrenewal no less than thirty (30) days prior to expiration.
- E. Except in the case of termination of this Agreement for cause, any Site License in effect following expiration or non-renewal of this Agreement shall be and remain subject to and governed by the terms of this Agreement. No Site License may be renewed, nor may new Site Licenses be issued, if this Agreement is no longer in effect.

**VII. RENTAL PAYMENTS**

- A. On the Commencement Date, rental payments for attachments under this Agreement shall commence and be due thirty (30) days from invoice, such invoice to be calculated on the pro-rated annual rent from the Commencement Date. After the initial, pro-rated rent payment, LICENSEE shall pay the total annual rental for Premises as set forth by Resolution of the City Commission in the Wireless Facility Guidelines.

- B. Commencing the year following the Commencement Date, and on January 1<sup>st</sup> of each subsequent year, the rental amount may be increased annually by LESSOR in the amount of three percent (3%), unless otherwise adjusted by Resolution.
- C. Failure by LICENSEE to make payment within thirty (30) days of receipt of the annual invoice shall result in interest accruing at a rate of 1½% per month, until paid in full. Failure to make payment on or before June 1 of a non-pro-rated Site License year shall be deemed a default of the terms of this Master Attachment Agreement, entitling LICENSOR to pursue remedies as specified in Section XVII.
- D. Rent Adjustments. The City Commission may adjust the annual rent amount by Resolution, which shall be effective the following January 1 and shall apply to all new (or renewed) Site Licenses executed after that date. LICENSOR will provide thirty (30) days prior written notice to LICENSEE before consideration of any such adjustment by the Commission at a public hearing.

#### **VIII. USE: GOVERNMENTAL APPROVAL**

LICENSEE shall use the Premises for the purpose of constructing, attaching, maintaining, repairing and operating a Wireless Communications Facility in a manner consistent with this Agreement and each Site License. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining and maintaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or other governmental authorities as well as a satisfactory structural analysis, which will permit LICENSEE's use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LICENSEE determines that such Governmental Approvals may not be obtained; (iv) LICENSEE determines that the Premises is no longer technically compatible for its use; or (v) LICENSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, then LICENSEE shall have the right to terminate the applicable Site License. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth herein and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid prior to the termination date shall be retained by LICENSOR. Upon such termination, the applicable Site License shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder.

**IX. INDEMNIFICATION**

LICENSEE shall, to the extent permitted by law, indemnify and hold LICENSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LICENSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the LICENSOR, or its employees, contractors or agents.

**X. INSURANCE**

The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- A. Worker's Compensation. The LICENSEE must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of \$500,000 each accident/\$500,000 disease-each employee/\$500,000 disease-policy limit. LICENSEE shall secure a Waiver of Subrogation endorsement in favor of LICENSOR.
- B. General Liability. The LICENSEE must maintain occurrence form commercial general liability coverage.
  - 1. Such coverage shall include, but not be limited to, bodily injury, property damage –personal and advertising injury, for the hazards of Premises/Operation, Products/Completed Operations, broad form contractual liability, property damage liability, property damage liability, and independent contractors.
  - 2. The LICENSEE must maintain aforementioned commercial general liability coverage with minimum limits of liability of \$1,000,000 per occurrence; \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
  - 3. LICENSEE will maintain Completed Operations coverage for a minimum of two (2) years after the construction is completed.

- C. Automobile Liability. The LICENSEE must carry Automobile Liability coverage. Coverage shall afford limits for Bodily Injury Liability and Property Damage Liability in the minimum amount of \$1,000,000 combined single limit each occurrence. Coverage shall be provided by Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.
- D. Excess/Umbrella Liability insurance with a minimum limit of \$10,000,000 per occurrence and \$10,000,000 aggregate providing coverage above the primary commercial general liability, commercial automobile liability and employer's liability insurance required above.
- E. LICENSEE Property Insurance. The LICENSEE must keep in force for the duration of this Master Attachment Agreement and each Site License a policy covering damages to LICENSEE's property at the Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
- F. Additional Insured – Certificate of Insurance. The LICENSEE shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated B+ (VIII) or better), licensed to do business in the State of North Dakota, which includes all coverage required in this Section. LICENSEE will include the LICENSOR as an Additional Insured as their interest may appear under this Agreement on the General Liability and Commercial Automobile Liability Policies, and Excess/Umbrella Liability coverage.

**XI. LIMITATION OF LIABILITY**

LICENSOR shall not be liable to the LICENSEE, or any of its respective agents, representatives, employees, or customers, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. The Parties hereby acknowledge and agree that LICENSEE shall not be liable to LICENSOR for any environmental conditions, including a release of hazardous materials, that existed on the Premises prior to the date the applicable Site License was executed or that otherwise did not result from LICENSEE's activities in the Premises.

**XII. INTERFERENCE**

LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other licensees of the Premises which existed on the Premises prior to the date this Agreement is executed by the Parties. Upon

request of LICENSOR, LICENSEE will obtain a radio frequency interference study carried out by an independent professional radio frequency engineer (“RF Engineer”), prior to installation, certifying that LICENSEE’s intended use will not interfere with any existing, licensed communications facilities, as well as LICENSOR’s licensed and unlicensed communications facilities, which are located on or near the Premises. LICENSEE shall not transmit or receive radio waves at the Premises until such evaluation has been satisfactorily completed.

In the event any after-installed LICENSEE’s equipment causes interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all steps necessary to correct and eliminate the interference consistent with applicable FCC regulations, including but not limited to, at LICENSOR’s option, having the LICENSEE power down its equipment and later power up its equipment for intermittent testing. LICENSEE shall be responsible for all costs incurred relating to LICENSEE’s compliance with this Section.

### **XIII. REQUIRED REMOVAL**

- A. At End of Term. LICENSEE shall, within ninety (90) days after any termination of this Agreement or applicable Site License, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term. All poles, conduit and pole boxes used in support of the Primary Use are, and shall remain, property of the LICENSOR. If such time for removal causes LICENSEE to remain on the structure after termination, LICENSEE shall pay rent at the then existing rate or on the existing pro-rata basis until such time as the removal of the antenna structure, fixtures and all personal property are completed. All rentals paid prior to said termination date shall be retained by LICENSOR.
  
- B. LICENSOR may require removal of LICENSEE’S Wireless Communications Facilities from one or more Premises if LICENSOR determines in its reasonable discretion that such removal is necessary for the protection of public health, safety and welfare, or if the facility interferes with the use of the public Right of Way or city facilities or services. Any Site License held by LICENSEE corresponding to such Premises shall be null and void, and LICENSEE shall have no further right or claim against LICENSOR with regard to damages, lost profits or any other compensation relating to the required removal. Notwithstanding the foregoing, LICENSOR will use reasonable efforts, in cooperation with LICENSEE, to identify a reasonable substitute location for LICENSEE’s facilities affected by such removal. LICENSEE shall remove the equipment in accordance with Fargo Municipal Code §24-0417.

**XIV. ASSIGNMENT**

This Agreement or any Site Licenses, or rights thereunder, may not be sold, assigned, or transferred at any time by LICENSEE without the written consent of the LICENSOR, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the preceding sentence, LICENSEE may sell, assign or transfer this Agreement or any Site Licenses to LICENSEE's parent, affiliates, or subsidiaries, or to any entity which acquires all or substantially all of the LICENSEE's assets in the market defined by the FCC in which the Premises is located by reason of a merger, acquisition, or other business reorganization. For purposes of this paragraph, an "affiliate", "parent" or "subsidiary" means an entity in which LICENSOR owns greater than fifty percent (50%) interest. LICENSOR hereby consents to the assignment by LICENSEE of its rights under this Agreement as collateral to any entity which provides financing for the purchase of the equipment to be installed at the Premises.

**XV. NOTICES**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:                      City of Fargo  
                                         Office of the City Engineer  
                                         200 Third Street North  
                                         Fargo, ND 58102  
                                         feng@FargoND.gov

LICENSEE                        John Lubeck  
                                         3901 N. Louise Avenue  
                                         Sioux Falls, SD 57107  
                                         (605) 274-3092  
                                         Notices@MidCo.com

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

**XVI. DEFAULT**

In the event there is a breach by the Party with respect to any of the provisions of this Agreement, including any Site License, the non-breaching Party shall give the breaching Party written notice of such breach ("Notice of Default"). After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach to the satisfaction of the non-breaching Party. The breaching party may extend the cure period if the breaching party commences the cure within the thirty (30) day period and



thereafter continuously and diligently pursues the cure to completion. If frost conditions prevent a cure from being reasonably commenced, this 30 day period may be tolled at LICENSOR's discretion until said frost subsides.

#### **XVII. REMEDIES**

In the event of an uncured default by LICENSEE with respect to a material provision of this Agreement, including any Site License, without limiting the LICENSOR in the exercise of any right or remedy which LICENSOR may have by reason of such default, LICENSOR may terminate the applicable Site License and/or pursue any remedy now or hereafter available to LICENSOR under the Laws of the State of North Dakota, including but not limited to termination of this Master Attachment Agreement. Following such termination, within ninety (90) days of receipt of written notice from LICENSOR, LICENSEE shall remove all communications facilities from all Premises, at LICENSEE's expense.

Further, upon a default, the LICENSOR may at its option (but without obligation to do so), perform the LICENSEE's duty or obligation on the LICENSEE's behalf, including but not limited to the removal of the LICENSEE's equipment and restoration of the right of way in accordance with Fargo Municipal Code Article 24-04. The costs and expenses of any such performance by the LICENSOR shall be due and payable by the LICENSEE upon invoice therefor. The obligations of this Section XVII shall survive the termination of this Agreement.

#### **XVIII. CASUALTY**

In the event of damage or casualty to the Premises that cannot reasonably be expected to be repaired or replaced within forty-five (45) days (or for a longer period due to winter frost conditions), or if the Premises is damaged so that such damage may reasonably be expected to disrupt LICENSEE's operations for more than forty-five (45) days, then LICENSEE may, provided LICENSOR has not completed the restoration or replacement of the Premises, terminate the Site License upon fifteen (15) days prior written notice to LICENSOR. The rent shall abate during the period of repair or replacement until such time as LICENSEE's equipment is functional.

#### **XIX. APPLICABLE LAWS**

The terms and conditions of this Agreement shall be governed and interpreted by the Laws of the State of North Dakota. LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all laws relating solely to LICENSEE's specific and unique nature of use of the Premises, and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE.

**XX. MISCELLANEOUS**

- A. This Agreement, including any Site Licenses that may be executed from time to time hereunder, contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understanding shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, and such party shall have the right to enforce such rights at any time.
- B. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- C. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

*[Remainder of Page Intentionally Blank-Signatures on Following Page]*

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

LICENSEE:

By:   
Jonathan Pederson  
Chief Technology Officer  
Midcontinent Communications

**EXHIBIT "A"**

**SITE LICENSE**

This Site License granting a right to attach to a certain city-owned structure in the public right of way ("Premises"), and to install, operate and maintain wireless communications facilities on the Premises, is made this \_\_\_\_ day of \_\_\_\_\_, between the City of Fargo, North Dakota, located at 200 Third Street North, Fargo, ND 58102 ("LICENSOR"), and \_\_\_\_\_ ("LICENSEE").

1. **Master Attachment Agreement.** This Site License is referenced within and made part of that certain Master Attachment Agreement between and \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Site License, the terms of this Site License shall control. Capitalized terms used in this Site License shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** LICENSOR's Premises is located at \_\_\_\_\_ as depicted on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the term of the Site License shall be \_\_\_\_\_. The initial Term shall end on December 31, following the tenth (10<sup>th</sup>) anniversary of the Commencement Date, subject to extension pursuant to the terms of the Agreement.
4. **Consideration.** Annual rent for the initial term shall be in the amount of \_\_\_\_\_, (\$ \_\_\_\_\_), prorated from the Commencement Date until December 31 following the Commencement Date. Rent shall increase by three percent (3%) on January 1 of each year of the Term in accordance with the terms stated in the Master Attachment Agreement referenced herein, or by Resolution.
5. **Site Specific Terms (Include any site-specific terms)**

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

By: [EXHIBIT ONLY – NOT FOR EXECUTION]

Print Name: \_\_\_\_\_

Title: City Engineer

Date: \_\_\_\_\_

LICENSEE:

By: [EXHIBIT ONLY – NOT FOR EXECUTION]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A-1"**

Premises Description (Include Map, Pole Diagram, Site Plan and Table Listing All Pole Locations)

**EXHIBIT "B"**

**BILL OF SALE**

**IN CONSIDERATION** of the right to attach Wireless Communications Facilities to a particular city-owned structure within the public right of way received by \_\_\_\_\_ ("**SELLER**"), whose address is \_\_\_\_\_ from City of Fargo, 200 N. 3<sup>rd</sup> Street, Fargo, ND. 58102 ("**BUYER**"), receipt and sufficiency of which are hereby acknowledged, **SELLER** grants, sells, conveys, transfers and delivers to **BUYER** the following structure, including miscellaneous appurtenances currently installed upon or located within the structure (collectively referred to as the "Structure"):

Structure Address / Identification:

\_\_\_\_\_

To have and to hold the same unto **BUYER** and **BUYER'S** executors, administrators, and assigns, forever. The sale of the above-described Structure pursuant to this Bill of Sale shall only be effective upon completion of the installation of the Structure in the location specified above, which installation shall be performed by **SELLER** at **SELLER'S** sole cost and expense.

Legal title and equitable ownership in the Structure is transferred together with an equal interest in all currently installed fixtures, accessories and equipment and all other necessities thereto appertaining and belonging except the Wireless Communications Facilities attached thereto, including but not limited to all antennas, remote radio units, power supplies and appurtenances as identified in the Wireless Communications Facilities Permit Application.

**SELLER** warrants that the Structure is transferred free and clear from any lien, security interest, mortgage or other encumbrance.

**SELLER** warrants to **BUYER** that **SELLER** is the legal and true owner of the Structure and that **SELLER** has the right to transfer ownership of the Structure.

**SELLER** warrants that the Structure has been constructed pursuant to and in compliance with the specifications provided by **BUYER**, and that the equipment has been installed pursuant to the specifications provided by **BUYER**. The Structure is subject to the manufacturer warranty and the installer warranty attached hereto and incorporated by reference.

**SUBJECT TO THE FOREGOING, SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PERSONAL PROPERTY OR ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BY ITS ACCEPTANCE OF THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS REVIEWED AND APPROVED THE SPECIFICATIONS PROVIDED BY IT AND THAT IT HAS FULLY INSPECTED THE PERSONAL PROPERTY AND BUYER ACCEPTS THE SAME "WHERE IS" AND IN ITS PRESENT USED AND "AS IS" CONDITION.**

**BUYER and SELLER** acknowledge that this Bill of Sale, together with the corresponding the Master Attachment Agreement between the Parties, constitute the **ENTIRE AGREEMENT** and agree to be bound by the terms therein.

IN WITNESS WHEREOF, **BUYER AND SELLER** executed

(Signature of **SELLER**) \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a notary public in and for said county and state, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_ described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota

(Signature of **BUYER**) \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Auditor

STATE OF NORTH DAKOTA )  
 ) ss:  
COUNTY OF CASS )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a notary public in and for said county and state, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the Mayor and Auditor, respectively, of the CITY OF FARGO, NORTH DAKOTA, a municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that



said municipal corporation executed the same.

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Notary Public  
Cass County, North Dakota



**CITY OF FARGO**  
**GENERAL FUND - BUDGET TO ACTUAL**  
**THROUGH NOVEMBER 30, 2017**  
**(UNAUDITED)**

	<b>2017 BUDGET</b>	<b>2017 ACTUAL</b>	<b>VARIANCE</b>
<b>REVENUES:</b>			
Taxes	\$ 28,351,490	\$ 28,463,231	\$ 111,741
Licenses & Permits	4,438,434	4,258,289	(180,145)
Fines & Traffic Tickets	2,182,444	1,804,694	(377,750)
Intergovernmental Revenue	18,168,867	17,438,085	(730,782)
Charges for Services	16,080,560	14,251,786	(1,828,774)
Interest	2,501,565	3,136,146	634,581
Miscellaneous Revenue	905,245	898,798	(6,447)
Transfers In	12,003,141	12,268,438	265,297
<b>Total Revenues</b>	<b>\$ 84,631,746</b>	<b>\$ 82,519,467</b>	<b>\$ (2,112,279)</b>
<b>EXPENDITURES:</b>			
City Administrator	\$ 5,332,269	\$ 5,153,906	\$ 178,363
Finance	6,631,740	6,549,766	81,974
Planning & Development	4,295,172	3,551,851	743,321
Transit	6,795,724	6,303,136	492,588
Public Works	14,257,684	13,498,008	759,676
Fire Department	11,617,586	11,340,641	276,945
Police	17,590,242	17,092,599	497,643
Health	10,033,209	9,989,444	43,765
Library	3,741,860	3,725,825	16,035
Commission	562,418	524,085	38,333
Civic Center	400,380	346,426	53,954
Social Services	358,400	326,903	31,497
Capital Outlay	1,986,816	1,008,435	978,381
Vehicle Replacement/IT	1,988,452	1,172,875	815,577
Contingency	416,567	14,475	402,092
Transfers Out	2,687,188	2,681,682	5,506
<b>Total Expenditures</b>	<b>\$ 88,695,707</b>	<b>\$ 83,280,057</b>	<b>\$ 5,415,650</b>
<b>Excess of Revenue Over (Under) Expenditures</b>	<b>\$ (4,063,961)</b>	<b>\$ (760,590)</b>	<b>\$ 3,303,371</b>

7

**MEMORANDUM**

**TO: Board of City Commissioners**

**FROM: Steven Sprague, City Auditor**

**SUBJECT: Precinct Locations**

**DATE: December 5, 2017**

Attached is a listing of precinct locations for the 2018 elections. At this time we are establishing the precinct boundaries, most of the listed locations will not change, however, there are a couple of locations the County Auditor's office is still confirming and are subject to change.

Most legislative districts will have two precinct locations. Efforts have been made to avoid using schools due to security related issues. Finally, most of the precincts are larger facilities we have had to find new locations in some instances.

Please approve the precinct locations for the June 12<sup>th</sup> Primary Election and the November 6<sup>th</sup> General Election

**Recommended Motion:**

**Approve the precinct locations for the 2018 elections.**

Precinct #	Polling Location
11-01	Olivet Lutheran Church 1330 University Dr S Fargo, ND 58103
11-02	Ramada Inn (Formerly Baymont) 3333 13th Ave S Fargo, ND 58103
16-01	Meadowridge Bible Chapel 2198 2nd Ave E West Fargo ND 58078
16-02	Lutheran Church of the Cross 1402 16th St E West Fargo, ND 58078
16-03	Scheels Arena 5225 31st Ave S Fargo, ND 58103
16-04	Journey in Faith Church 650 40th Ave E West Fargo, ND 58078
21-01	Robert D. Johnson Recreation Center 1104 2nd Ave S Fargo, ND 58103
21-02	Fargo Public Library 102 3rd St N Fargo, ND 58102
27-01	West Acres - Main Entrance 3902 13th Ave S Fargo, ND 58103
27-02	Edgewood Vista & Village 4420 37th Ave S Fargo, ND 58103
27-03	Calvary United Methodist 4575 45th St S Fargo, ND 58104
41-01	Bethel Evangelical Free Church 2702 30th Avenue SW

	Fargo, ND 58103
41-02	First Assembly of God 3401 25th Street South Fargo, ND 58104
44-01	El Zagal Shrine 1429 3rd St N Fargo, ND 58102
44-02	Grace Covenant Church 3030 Broadway North Fargo, ND 58102
45-01	FargoDome 1800 University Dr N Fargo, ND 58102
45-02	Reiles Acres Community Center 4635 35th Ave N Reiles Acres, ND 58102
46-01	The Bowler 2630 University Dr S Fargo, ND 58103
46-02	Atonement Lutheran Church 4601 University Dr S Fargo, ND 58104
46-03	Riverview Place 5300 12th Street South Fargo, ND 58104



## MEMORANDUM

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TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Mom's Kitchen Tailgator's Liquor License

DATE: December 8, 2017

Rick Nymark from Mom's Kitchen/Tailgator's presented the attached request to the Auditor's office requesting additional time to sell their class FA alcoholic beverage license or open a new concept. They continue operating in their current location under the AB license acquired from The Nestor.

They are requesting a six month extension of ordinance 25-1512 on their liquor license to allow them time to sell the license.

**Recommended Motion:**

Approve a six month extension of ordinance 25-1512 until June 30, 2018 for Mom's Kitchen Tailgator's class FA liquor license.

Under the Fargo, ND Code of Ordinance 25-1512 (A(2))

Mom's Kitchen, Inc. operating a restaurant & bar at the location 1322 Main Avenue Fargo ND requests to implement the recently transferred (purchased) AB-11 liquor license for this location effective December 31<sup>st</sup>, 2017

Mom's Kitchen, Inc. also requests to hold the license FA-18 for a period of time necessary to either sell and transfer to a new entity or relocate the license to a different location under Mom's Kitchen, Inc. ownership. At this time Mom's Kitchen, Inc. would request an extension to hold until June 30<sup>th</sup>, 2018.

Dated 12/8/2017

A handwritten signature in black ink, appearing to read "Richard Nymark", written over a horizontal line.

Richard Nymark (President)

Mom's Kitchen, Inc.



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

25.00 CC
12/13/17

Application for: [X] Local Permit \* [ ] Charity Local Permit (one event per year)

Form with fields: Name of Non-profit Organization (United Hearts for Haiti), Date(s) of Activity (12/20/17 to 2/10/18), For a raffle, provide drawing date(s) (2/10/2018), Person Responsible for the Gaming Operation and Disbursement of Net Income (Cassie Wister), Title, Business Phone Number (701-212-8713), Business Address (730 21st St. N.), City (Fargo), State (ND), Zip Code (58102), Mailing Address (if different) (121 17th St. N.), City (Moorhead), State (MN), Zip Code (56560), Name of Site Where Game(s) will be Conducted (Olivet Lutheran Church), Site Address (1330 S. University Dr.), City (Fargo), State (ND), Zip Code (58103), County (CASS). Check the Game(s) to be Conducted: [ ] Bingo [X] Raffle [ ] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker \* [ ] Twenty-one \* [ ] Paddlewheels \*

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Table with 3 columns: Game Type, Description of Prize, Retail Value of Prize. Includes entries for Maxwell's Dinner (\$100), Luna Gift Card (\$50), Jade Presents Tickets (\$50), Marcus Theatre Card (\$25), Massage (\$60), Choc. Basket (\$50), flowers (\$25), flowers (\$25), Hotel stay/Delta (\$100). Total: \$660.00 (Limit \$12,000 per year)

Intended uses of gaming proceeds: For the completion of a roof on a trade school in Cavalions, Haiti. Does the organization presently have a state gaming license? [X] No [ ] Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240. Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? [X] No [ ] Yes - If "Yes," the organization does not qualify for a local permit or charity local permit. Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? [X] No [ ] Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official (Signature), Date (12/12/17), Title (President), Business Phone Number (701-212-1383)





APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL

SFN 9338 (08/2016)

96

25.00  
pd  
cash

Application for:  Local Permit    \*  Charity Local Permit (one event per year)

Name of Non-profit Organization <i>El Zagal Shrine Arab Patrol</i>	Date(s) of Activity <i>3-2-2018 to 3-2-2018</i>	For a raffle, provide drawing date(s): <i>March 2, 2018</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Ray Johnson</i>	Title	Business Phone Number	
Business Address	City	State	Zip Code
Mailing Address (if different) <i>7333 70th St. No.</i>	City <i>Glyndon</i>	State <i>MN</i>	Zip Code <i>56547</i>
Name of Site Where Game(s) will be Conducted <i>El Zagal Shrine Temple</i>	Site Address <i>1429 North 3rd St.</i>		
City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58102</i>	County <i>Cass</i>

Check the Game(s) to be Conducted: \* Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.

Bingo     Raffle     Raffle Board     Calendar Raffle     Sports Pool     Poker \*     Twenty-one \*     Paddlewheels \*

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<i>Raffle</i>	<i>Gift Card</i>	<i>\$500</i>			
<i>Raffle</i>	<i>Gift Card</i>	<i>\$250</i>			
<i>Raffle</i>	<i>Gift Card</i>	<i>\$100</i>			
Total: (Limit \$12,000 per year)					<i>\$ 850</i>

Intended uses of gaming proceeds: *Donation to Shrine Transportation Fund for children's hospital.*

Does the organization presently have a state gaming license?  No     Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30?  No     Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30?  No     Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ \_\_\_\_ . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>[Signature]</i>	Date <i>2/1/17</i>	Title <i>POTENTIAJE</i>	Business Phone Number <i>701-235-7521</i>
--------------------------------------------------------------------------	-----------------------	----------------------------	----------------------------------------------

CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

100a

December 6, 2017

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3062 Bohnet Blvd. N as submitted by Shannon M. & Matthew T. Kinsella. A description of the property involved; types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018 & 2019.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$565 with the City of Fargo's share being \$95.

Sincerely,



Ben Hushka  
City Assessor

hah  
attachment

**Application For Property Tax Exemption For Improvements  
To Commercial And Residential Buildings**  
North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner <u>Shannon + Matthew Kinsella</u>	Phone No. <u>701-306-8499</u>
2. Address of Property <u>3062 Bohmet Blvd N</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed. <u>Lt11 B1k2 Edgewood Farms</u>	
4. Parcel Number <u>01-0735-001900w</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner <u>Same</u>	
City _____	State _____ Zip Code _____

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). <u>Remodel Kitchen + 1/2 Bath</u>	
7. Building Permit No. <u>170912</u>	8. Year Built <u>1984</u>
9. Date of Commencement of making the improvement <u>June 2017</u>	
10. Estimated market value of property before improvement	\$ <u>309,600</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>90,600</u>
12. Estimated market value of property after improvement	\$ <u>363,200</u>

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature Matthew T. Kinsella Date 12-3-17

**Assessor's Determination**

14. The local assessor finds that the improvements in this application  has  has not  met the qualifications for exemption for the following reason(s): 3 YEARS FOR QUALIFYING WORK

Assessor's Signature Don Kinsella Date \_\_\_\_\_

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied  Approved

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



106

November 30, 2017

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2913 Peterson Pkwy. N as submitted by Andrew J. & Katie L. Doeden. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018 & 2019.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$610 with the City of Fargo's share being \$105.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Harshberger". The signature is fluid and cursive.

Robert Harshberger  
Deputy Assessor

hah  
attachment

**Application For Property Tax Exemption For Improvements  
To Commercial And Residential Buildings**  
North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner Andrew & Katie Doeden Phone No. 701-261-3245

2. Address of Property 2913 Peterson Pkwy N  
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. \_\_\_\_\_  
Lt 3 Blk 5 Longfellow Park

4. Parcel Number 01-1790-00840W Residential  Commercial  Central Business District

5. Mailing Address of Property Owner Same  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Refinish Basements & add 2 egress windows

7. Building Permit No. 171573 8. Year Built 1985

9. Date of Commencement of making the improvement August 2017

10. Estimated market value of property before improvement \$ 324,000

11. Cost of making the improvement (all labor, material and overhead) \$ ≈ 65,000

12. Estimated market value of property after improvement \$ 371,000

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.  
Applicant's Signature [Signature] Date 11/28/17

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has  has not  met the qualifications for exemption for the following reason(s): 3 years for qualifying work  
Assessor's Signature [Signature] Date 12-1-17

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied  Approved   
Approval subject to the following conditions: \_\_\_\_\_  
Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



100

November 29, 2017

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2307 10 St. S as submitted by Jesse D. Shirek & Sherry E. Defrancesco. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018, 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$180 with the City of Fargo's share being \$30.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Harshberger". The signature is fluid and cursive.

Robert Harshberger  
Deputy Assessor

hah  
attachment

**Application For Property Tax Exemption For Improvements  
To Commercial And Residential Buildings**

North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner Jesse Shirek + Sherry DeFrancesco Phone No. 781-3055

2. Address of Property 2307 10<sup>th</sup> St. S.  
 City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lot 27 Block 2 Schonbergs Addition

4. Parcel Number 01-2710-00480-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner Same  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Housing Rehab Project

7. Building Permit No. 170548 8. Year Built 1964

9. Date of Commencement of making the improvement 4/21/17

10. Estimated market value of property before improvement \$ 170,700

11. Cost of making the improvement (all labor, material and overhead) \$ 23,405

12. Estimated market value of property after improvement \$ 184,600

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature [Signature] Date 11/27/17

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has  has not  met the qualifications for exemption for the following reasons: 5 years for qualifying work

Assessor's Signature [Signature] Date 11-30-17

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied  Approved

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



10d

December 1, 2017

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1726 Plumtree Rd. N as submitted by Nancy A. Rishling. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018, 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$155 with the City of Fargo's share being \$25.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Harshberger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Robert Harshberger  
Deputy Assessor

hah  
attachment



**Application For Property Tax Exemption For Improvements  
To Commercial And Residential Buildings**  
North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner Nancy Rishling Phone No. 701-371-8017  
2. Address of Property 1726 Plumtree RD N  
City FARGO State ND Zip Code 58102  
3. Legal description of the property for which the exemption is being claimed. LT18 BIK3 Ridgewood  
4. Parcel Number 01-2360-00540-00 Residential  Commercial  Central Business District   
5. Mailing Address of Property Owner Same  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Reside Dwelling  
7. Building Permit No. 172197 8. Year Built 1956  
9. Date of Commencement of making the improvement November 2017  
10. Estimated market value of property before improvement \$ 264,700  
11. Cost of making the improvement (all labor, material and overhead) \$ 16140  
12. Estimated market value of property after improvement \$ 276,900

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.  
Applicant's Signature Nancy Rishling Date 11/30/17

**Assessor's Determination**

14. The local assessor finds that the improvements in this application  has  has not  met the qualifications for exemption for the following reason(s): 5 years for qualifying work  
Assessor's Signature Robert E. ... Date 12-1-17

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied  Approved   
Approval subject to the following conditions: \_\_\_\_\_  
Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



10e

December 1, 2017

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 912 29 Ave. N as submitted by Richard C. Houkom. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018, 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$120 with the City of Fargo's share being \$20.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Harshberger".

Robert Harshberger  
Deputy Assessor

hah  
attachment

**Application For Property Tax Exemption For Improvements  
To Commercial And Residential Buildings**  
North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner Richard Houkom Phone No. 701-361-0951  
 2. Address of Property 912 29 AVE N (912 29 AVE. N)  
 City FARGO State ND Zip Code 58102  
 3. Legal description of the property for which the exemption is being claimed. \_\_\_\_\_  
L+31 BIK3 Laurence Yunker 1st  
 4. Parcel Number 01-4181-005700 Residential  Commercial  Central Business District   
 5. Mailing Address of Property Owner Same  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Reside Dwelling  
 7. Building Permit No. 171885 8. Year Built 1960  
 9. Date of Commencement of making the improvement October 2017  
 10. Estimated market value of property before improvement \$ 187,200  
 11. Cost of making the improvement (all labor, material and overhead) \$ 16,143  
 12. Estimated market value of property after improvement \$ 196,600

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.  
 Applicant's Signature Richard Houkom Date 11-29-17

**Assessor's Determination**

14. The local assessor finds that the improvements in this application  has not  met the qualifications for exemption for the following reason(s): 5 years for garaging work  
 Assessor's Signature [Signature] Date 12-1-17

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied  Approved   
 Approval subject to the following conditions: \_\_\_\_\_  
 \_\_\_\_\_  
 Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



10f

December 6, 2017

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2934 Edgemont St. N as submitted by Wenlong Chen & Shaohong Yuan. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018, 2019, 2020 & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$110 with the City of Fargo's share being \$20.

Sincerely,

A handwritten signature in black ink that reads "Ben Hushka". The signature is written in a cursive style.

Ben Hushka  
City Assessor

hah  
attachment

**Application For Property Tax Exemption For Improvements  
To Commercial And Residential Buildings**  
North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner Wenlong Chen & Shaohong Yuan Phone No: \_\_\_\_\_

2. Address of Property 2934 Edgemont St N  
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. \_\_\_\_\_  
L+19 B1K7 Edgewood 1st

4. Parcel Number 01-0720-012107W Residential  Commercial  Central Business District

5. Mailing Address of Property Owner Same  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel bath & remove wall

7. Building Permit No. 171617 8. Year Built 1971

9. Date of Commencement of making the improvement September 2017

10. Estimated market value of property before improvement \$ 177,700

11. Cost of making the improvement (all labor, material and overhead) \$ 8,000

12. Estimated market value of property after improvement \$ 186,100

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature Wenlong Chen Date 12/1/17  
Shaohong Yuan

**Assessor's Determination**

14. The local assessor finds that the improvements in this application  has not  met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK

Assessor's Signature Dea Christen Date 12/6/17

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied  Approved

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



109

December 6, 2017

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1015 5 Ave. S as submitted by Gerald Rodger & Mary K. Phillips. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018, 2019, 2020 & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$95 with the City of Fargo's share being \$15.

Sincerely,

A handwritten signature in black ink that reads "Ben Hushka".

Ben Hushka  
City Assessor

hah  
attachment

**Application For Property Tax Exemption For Improvements  
To Commercial And Residential Buildings**  
North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner Gerald + Mary Phillips Phone No. \_\_\_\_\_

2. Address of Property 1015 5 Ave S  
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. \_\_\_\_\_  
L+9 BIK 38 Northern Pacific

4. Parcel Number 01-2140-0040000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner Same  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Reside Dwelling

7. Building Permit No. 171427 8. Year Built 1897

9. Date of Commencement of making the improvement August 2017

10. Estimated market value of property before improvement \$ 137,600

11. Cost of making the improvement (all labor, material and overhead) \$ 11,000

12. Estimated market value of property after improvement \$ 144,900

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.  
Applicant's Signature Gerald R Phillips Date 10-15-17

**Assessor's Determination**

14. The local assessor finds that the improvements in this application  has  has not  met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK  
Assessor's Signature Ken Nussba Date 12/6/17

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied  Approved   
Approval subject to the following conditions: \_\_\_\_\_  
Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_

CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

10h

December 6, 2017

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1017 1 St. N as submitted by Levi Gehrig. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018, 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$105 with the City of Fargo's share being \$15.

Sincerely,



Ben Hushka  
City Assessor

hah  
attachment



**Application For Property Tax Exemption For Improvements  
To Commercial And Residential Buildings**  
North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner	<u>Levi Gehrig</u>	Phone No.	<u>701 200 7114</u>
2. Address of Property	<u>1017 1st N</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed.	<u>Lt 8 B11C9 Hectors</u>		
4. Parcel Number	<u>01-1160-01670-00</u>	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	<u>Same</u>		
City	State	Zip Code	

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Reside Dwelling</u>		
7. Building Permit No.	<u>170894</u>	8. Year Built	<u>1940</u>
9. Date of Commencement of making the improvement	<u>May 2017</u>		
10. Estimated market value of property before improvement	\$ <u>156,000</u>		
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>1,500</u>		
12. Estimated market value of property after improvement	\$ <u>164,000</u>		

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>Levi</u> Date <u>11-18-17</u>

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>Allen Washburn</u> Date <u>12/6/17</u>

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions:
Chairman of Governing Body _____ Date _____

CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

106

December 5, 2017

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

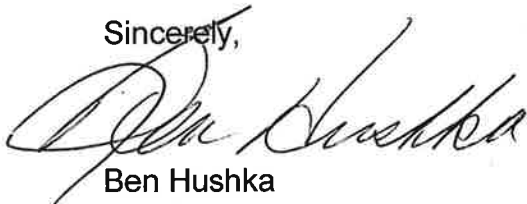
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1637 Plumtree Rd. N as submitted by Kathryn M. & Luke I. Evenson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018, 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$310 with the City of Fargo's share being \$50.

Sincerely,



Ben Hushka  
City Assessor

hah  
attachment

**Application For Property Tax Exemption For Improvements  
To Commercial And Residential Buildings**  
North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner	<u>Kathryn &amp; Luke Evenson</u>	Phone No.	_____
2. Address of Property	<u>1637 Plumtree Rd N</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed.	<u>Ltd B1K2 Ridgewood</u>		
4. Parcel Number	<u>01-2360-002500W</u>	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	<u>Same</u>		
City	_____	State	_____ Zip Code _____

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Refinish basement</u>		
7. Building Permit No.	<u>171226</u>	8. Year Built	<u>1956</u>
9. Date of Commencement of making the improvement	<u>July 2017</u>		
10. Estimated market value of property before improvement	\$	<u>220,460</u>	_____
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>20,000</u>	_____
12. Estimated market value of property after improvement	\$	<u>248,600</u>	_____

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>K. Evenson</u> Date <u>12/1/17</u>

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>[Signature]</u> Date <u>12/1/17</u>

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____



101

December 7, 2017

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 410 Eddy Ct. S as submitted by Christopher R. & Alicia J. Kauffman. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018, 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$55 with the City of Fargo's share being \$10.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka  
City Assessor

hah  
attachment

**Application For Property Tax Exemption For Improvements  
To Commercial And Residential Buildings**

North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner Christopher & Alicia Kauffman Phone No. \_\_\_\_\_  
2. Address of Property 410 Eddy Ct S  
City FARGO State ND Zip Code 58103  
3. Legal description of the property for which the exemption is being claimed. Pt Lot 2 Blk 1 Eddy Place  
4. Parcel Number 01-710-00040-000 Residential  Commercial  Central Business District   
5. Mailing Address of Property Owner same  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel bathroom  
7. Building Permit No. 170110 8. Year Built 1936  
9. Date of Commencement of making the improvement \_\_\_\_\_  
10. Estimated market value of property before improvement \$ 189,400  
11. Cost of making the improvement (all labor, material and overhead) \$ 10,000  
12. Estimated market value of property after improvement \$ 193,600

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.  
Applicant's Signature [Signature] Date 12-7-17

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has  has not  met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK  
Assessor's Signature [Signature] Date 12/8/17

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied  Approved   
Approval subject to the following conditions: \_\_\_\_\_  
Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



10K

ASSESSMENT DEPARTMENT

December 12, 2017

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1517 5 St. N as submitted by Joseph C. & Angelique Nelson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018, 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$325 with the City of Fargo's share being \$55.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka  
City Assessor

hah  
attachment

**Application For Property Tax Exemption For Improvements  
To Commercial And Residential Buildings**  
North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner Joseph + Angelique Nelson Phone No. 701-781-0101

2. Address of Property 1517 5 St N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. L+8 B1K2 Hogans

4. Parcel Number 01-1280-0033000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner Same

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remove / Replace windows, Reside Dwelling / Egress window + Replace front steps

7. Building Permit No. 170427 8. Year Built 1962

9. Date of Commencement of making the improvement April 2017

10. Estimated market value of property before improvement \$ 200,000

11. Cost of making the improvement (all labor, material and overhead) \$ 40,000

12. Estimated market value of property after improvement \$ 225,100

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature [Signature] Date 12/29/17

**Assessor's Determination**

14. The local assessor finds that the improvements in this application  has  has not  met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK

Assessor's Signature [Signature] Date 12/12/17

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied  Approved

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_

CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

102

December 11, 2017

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1425 19 St. S as submitted by Jennifer K. & Thomas M. Kane. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018, 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$150 with the City of Fargo's share being \$25.

Sincerely,



Ben Hushka  
City Assessor

hah  
attachment



**Application For Property Tax Exemption For Improvements  
To Commercial And Residential Buildings**  
North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

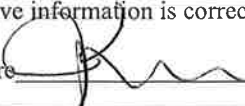
**Property Identification**

1. Name of Property Owner	Jennifer & Tom Kane	Phone No.	701 804 5605
2. Address of Property	1425 19th St S.		
City	FARGO	State	ND
Zip Code	58103		
3. Legal description of the property for which the exemption is being claimed.	Lot 7 Blk 4 Sally Hilleboe Addn.		
4. Parcel Number	01-1240-00900-000	Residential <input type="checkbox"/>	Commercial <input checked="" type="checkbox"/>
5. Mailing Address of Property Owner	1425 1a St. S.		
City	Fargo	State	ND
Zip Code	58103		

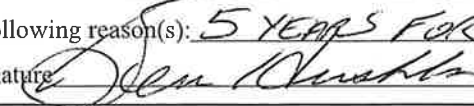
**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	Update Elec & Kitchen Remodel		
7. Building Permit No.	170251	8. Year Built	1968
9. Date of Commencement of making the improvement	March, 17		
10. Estimated market value of property before improvement	\$ 187,800		
11. Cost of making the improvement (all labor, material and overhead)	\$ 15,000		
12. Estimated market value of property after improvement	\$ 199,400		

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	<input checked="" type="checkbox"/>		
Applicant's Signature		Date	12.5.17

**Assessor's Determination**

14. The local assessor finds that the improvements in this application <input checked="" type="checkbox"/> has <input type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	5 YEARS FOR QUALIFYING WORK		
Assessor's Signature		Date	12/11/17

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>			
Approval subject to the following conditions:	_____		
Chairman of Governing Body	_____	Date	_____



December 14, 2017

Honorable Board of City Commissioners  
Fargo City Hall  
200 3rd Street North  
Fargo, ND 58102

RE: Agreement for Contract Employment

Dear Commissioners,

Please find the attached copy of an agreement for contract employment with Katherine Glen as a Public Information Coordinator (PIC) in the Communications & Public Affairs Division. Ms. Glen was hired under a contract agreement in mid-2017 via a competitive selection and interview process. There are various organization-wide projects scheduled in 2018 for which Ms. Glen's technical assistance would be beneficial to the City, including a launch of a new in-house Intranet solution for all City departments, website optimization/training and deriving additional value from the City's various citizen engagement tools. It is the recommendation of City Administration that the term of the Agreement be extended one additional year from January 1, 2018 through December 31, 2018.

Funding for the contract would come from the 2018 Communications & Public Affairs budget.

Your consideration in this matter is greatly appreciated.

**Suggested Motion:**

Approve the attached agreement with Katherine Glen to perform the duties and services of Public Information Coordinator (PIC) in the Communications and Public Affairs Division for the term of January 1, 2018 through December 31, 2018.

Sincerely,

Gregg Schildberger

*Manager of Communications and Public Affairs*

## AGREEMENT

### Public Information Coordinator (PIC)

THIS AGREEMENT made and entered into effective the 1st day of January 2018, by and between KATHERINE GLEN, (hereinafter referred to as “Glen”) and the CITY OF FARGO, a municipal corporation, whose address is 200 Third Street North, Fargo, North Dakota 58102 (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to fill the position of Public Information Coordinator (PIC) within the City of Fargo as a contracted employee; and,

WHEREAS, the City desires to appoint Glen to perform the duties and services of Public Information Coordinator (PIC) and for purposes of the City’s budgeting process, to recognize a contract employment relationship for a period beginning January 1, 2018, and ending December 31, 2018, but which is still an “at-will” employment relationship, terminable by either party with or without cause; and,

WHEREAS, Glen has agreed to accept such appointment to perform the duties and services of Public Information Coordinator (PIC) on a contract employee basis according to the terms of this agreement; and,

WHEREAS, the parties wish to commit their agreement to writing.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. City agrees to appoint Glen for the purpose of performing the duties and services of Public Information Coordinator (PIC) as described in Exhibit A attached hereto.

2. Term. The term of this agreement shall be for the period beginning January 1, 2018, and extending through December 31, 2018, but may be terminated by either party at any time, upon written notice to the other party. This relationship is an “At-will” relationship and may be terminated by either party at any time with or without cause.

3. Compensation. City agrees to compensate Glen in the amount of \$25.52 per hour (Grade 12, Step 1) for any and all duties and services performed as Public Information Coordinator (PIC) during the year 2018. If the City Commission awards a Cost of Living Adjustment (COLA), Glen is eligible to receive a COLA adjustment. To the extent this agreement is still in effect, Glen’s compensation shall be adjusted annually, at the time of her step increase date (July 3), as well as adjusted in an amount equal to the Cost of Living Adjustment the City of Fargo approves for its employees.

4. In addition to the terms of compensation listed above, the City shall pay the employer’s share of the following:

- (a) Social Security (FICA)
- (b) Workers Compensation
- (c) Unemployment Insurance
- (d) Federal Withholding (income tax)
- (e) State Income Tax
- (f) Medicare

5. Glen will be a contracted employee and will be eligible to enroll in Health Insurance, Dental Insurance, Vision Insurance, Life Insurance and Flexible Spending and will be covered under the City’s long-term disability and North Dakota Public Employee Retirement System (NDPERS). In addition, Glen will accrue annual and sick leave.

6. During the term of this agreement, Glen agrees to comply with all employee policies of the City of Fargo and the Communications & Public Affairs Division, including all safety rules and procedures.

7. The parties hereto understand and agree that Glen shall not be part of the Civil Service of the City of Fargo, but is a contracted employee, as permitted under Fargo Municipal Code section 7.0102(D).

DATED the day and year first above written.

THE CITY OF FARGO, NORTH DAKOTA

By: \_\_\_\_\_  
Timothy J. Mahoney, Mayor


ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

COMMUNICATIONS & PUBLIC AFFAIRS

By: \_\_\_\_\_

Gregg Schildberger, Manager  
Communications & Public Affairs

  
Katherine Glen



(12)

Fargo City Commission  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests a bid award for FARGODOME Food Purveyor to Sysco as per the attached summary and bid tabulation. We solicited bids for food items for a term to commence at 1/1/2018 through 12/31/2018, with the option for two one-year annual renewals at prices mutually agreeable to both parties. Consistent with industry standards and as spelled out in our bid specifications, our assessment methodology involved determining the lowest net estimated expense based on vendor-provided pricing bids provided for our top 50 products as of a specific date (November 20, 2017). Prices were applied to our average annual product usage to arrive at an anticipated net annual expense per vendor. Our assessment also including other financial implications such as fuel surcharges and remittance and/or volume incentives. Other non-monetary factors included service center location and in-kind equipment provided by the vendor.

At their December 2017 meeting, the Fargo Dome Authority approved the motion to award the bid for FARGODOME Food Purveyor to Sysco.

Requested Motion: To approve the Bid Award for FARGODOME Food Purveyor to Sysco as per the bid tabulation to commence at 1/1/2018 through 12/31/2018 with the option for two one-year annual renewals at prices mutually agreeable to both parties.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik  
General Manager, FARGODOME

## 2018 RFP Vendor Summary

### Sysco

- LOWEST Net Annual Expense:
  - With Alternate: incl fuel surcharge and incentives, est \$101,709 net annual expense
  - With Tyson: incl fuel surcharge and incentives, est \$104,087 net annual expense
  - Sysco agrees to pay .5% on all invoices paid, via ACH, with 14 days of invoice
  - Fuel surcharge - \$5
- ADDITIONAL SAVINGS: will provide FARGODOME with 16 new Gehls cheese machines
  - \$100 savings per machine - \$1,600 total
- LOCAL SERVICE: distribution and will call center in Fargo
- Will provide trailers for Ribfest (not addressed in RFP)

### Reinhart

- Net Annual Expense:
  - Incl fuel surcharge and incentives, est \$104,263 net annual expense
  - Reinhart will pay FARGODOME a 3% rebate quarterly on all purchases
  - Fuel surcharge - \$7.50
- Distribution and will call center in the Twin Cities, MN
  - Will call orders would be next day

### FSA

- Net Annual Expense:
  - Incl fuel surcharge and incentives, est \$111,558 net annual expense
  - Fuel Surcharge - \$6.80
  - Soft Pretzels and Gehl's Cheese part of a national bid; no markup with FSA
- FSA will continue to provide trailers for Ribfest (not addressed in RFP)
- Reminded us about their annual Food Show held at the FARGODOME (not addressed in RFP)
- Distribution and will call center in Fargo

### US Foods

- Net Annual Expense:
  - Incl fuel surcharge and incentives, est \$115,637 net annual expense
  - No fuel surcharges
- Distribution and will call center in Grand Forks, ND
  - Delivery 6 days a week to Fargo

2017 Top 50 Estimated Annual Cost

Pack	Size	Brand	Description	Qty	Estimated Cost based on Bid & Usage			
					Sysco	Reinhart	FSA	US Foods
50	5Z	Super Pretzel	PRETZEL SOFT KNG BKD	405	\$6,471.90	\$6,872.85	\$8,128.35	\$10,513.80
1	10#	Cloverdale	FRANK BEEF 8/1 SKLS 6" LOW SOD	380	\$11,677.40	\$11,362.00	\$12,080.20	\$13,163.20
1	10#	Cloverdale	FRANK BEEF 4/1 SKLS 6" HICK SMK	285	\$6,232.95	\$8,521.50	\$9,060.15	\$9,105.75
3	3#		CHIX TNDRLN BRD SPICY RTC ALTERNATE	234	\$7,663.50	\$9,427.86	\$9,818.64	\$9,240.66
40	3Z		CHIPS TORT RD YLW	214	\$3,083.74	\$3,207.86	\$3,468.94	\$3,372.64
6	5#		FRIES R/C 3/8" LFCY KRISPY KRUNCH	206	\$5,255.06	\$5,539.34	\$4,735.94	\$5,170.60
40	4Z		BEEF PTY CKD 4Z PUB STK	146	\$8,924.98	\$7,371.54	\$9,782.00	\$8,663.64
4	140Z	Gehl's	SAUCE CHEESE JALP B-I-B	134	\$5,330.52	\$6,296.66	\$4,794.52	\$7,428.96
64	1.75	Doritos	CHIPS TORT NACHO CHS LSS NTF	111	\$3,036.96	\$3,095.79	\$3,105.78	\$3,119.10
8	16Z		CHIPS TORTILLA CRISPY RD NTF GF	105	\$1,208.55	\$1,562.40	\$1,543.50	\$1,526.70
4	5#	Cloverdale	TACO MEAT BEEF CKD	100	\$6,229.00	\$6,298.00	\$6,443.00	\$6,478.00
100	1Z		SOUR CREAM PLN PCH	74	\$779.22	\$1,205.46	\$1,013.06	\$883.56
200	9GM		SAUCE TACO MILD 9Z PKT	66	\$599.94	\$758.34	\$706.20	\$494.34
1	35#		SHORTENING FRY SOY CRMY NTF	64	\$1,334.40	\$1,247.36	\$1,397.12	\$1,319.04
2	17.5#		OIL POPCORN	60	\$3,176.40	\$2,213.40	\$3,090.00	\$2,965.80
1	10#	Cloverdale	SAUSAGE POLISH SKLS 5/1 6IN	56	\$1,644.16	\$1,734.32	\$1,125.60	\$1,578.64
4	5#		ONIONS DCD YLW	56	\$1,346.24	\$1,622.88	\$1,715.84	\$1,384.32
6	4#		CHEESE STICK MOZZ BRD ITAL 16/# NTF	55	\$5,667.75	\$5,713.95	\$5,816.25	\$4,470.95
60	2.67Z		CORN DOG ALL MEAT 6/1	53	\$985.27	\$1,128.37	\$1,129.43	\$1,197.27
2	7.5#	Cloverdale	BACON 4/6 SH HICK SMK	53	\$3,050.15	\$2,813.24	\$2,484.64	\$3,154.56
64	1.5Z	Lay's	CHIPS POTATO REG NTF GF	44	\$1,305.92	\$1,181.40	\$1,229.36	\$1,236.40
1	LUG		TOMATOES 2 LTR 4X5	42	\$1,689.24	\$1,465.38	\$1,392.30	\$1,674.54
4	5#		LETTUCE SHRD 1/8IN	40	\$720.00	\$639.60	\$618.80	\$848.00
1	10#	Cloverdale	SAUSAGE BRAT 5/1 CKD 6"	37	\$1,075.22	\$1,105.93	\$1,113.70	\$1,158.84
6	#10		CHILI W/BEANS RTU	33	\$764.61	\$1,963.17	\$1,980.99	\$1,813.35
4	2#		LETTUCE GRN LEAF SAND CUT	32	\$533.76	\$537.28	\$474.88	\$540.48
40	4Z		CHIX FLT GRILL MARKED CKD NTF	30	\$1,339.80	\$1,316.70	\$1,329.00	\$1,463.40
1	300		WIPER TOWELS WYPALL X70	29	\$1,842.08	\$1,942.42	\$1,272.81	\$1,527.72
96	2Z		DRESSING RNCH NTF 2Z CP	27	\$461.97	\$591.03	\$768.69	\$480.87
40	7Z	J&J	PRETZEL BAVARIAN SWT DOUGH*	23	\$820.64	\$839.50	\$1,077.32	\$893.78
200	12GM		SAUCE BBQ 12GM PKT	21	\$603.96	\$189.00	\$270.90	\$136.29
4	5#		CHEESE CHED MILD SHRD FCY	19	\$919.98	\$873.62	\$919.22	\$970.71
2	5#A	Cloverdale	BEEF BRISKET RSTD SLCD SMK	18	\$1,171.80	\$1,168.20	\$1,157.40	\$1,213.20
6	#10		PEPPERS JALP SLCD NACHO	16	\$438.56	\$398.24	\$629.92	\$574.24
4	1GL		RELISH SWT PICKLE	15	\$431.70	\$452.85	\$543.30	\$418.80
15	14Z		DRINK MIX LMNADE	15	\$538.50	\$421.65	\$740.85	\$694.50
6	#10		SAUCE MARINARA ITAL KITCHEN	14	\$392.70	\$362.46	\$392.14	\$384.44
2	1.5G	Heinz	KETCHUP BULK CRYOVAK	13	\$303.55	\$338.78	\$330.59	\$259.87
6	#10		SAUERKRAUT FCY	13	\$382.33	\$406.77	\$412.49	\$343.46
1	CTN		LEMONS CH 140CT	12	\$427.80	\$494.40	\$459.96	\$612.24
1	250CT		LINER BAG F/WARMER 18X14 CLR	12	\$167.28	\$227.40	\$320.04	\$811.20
48	2Z		COOKIE CHOC CHIP M&M T&S	11	\$242.00	\$251.79	\$217.47	\$363.33
48	2Z		COOKIE PB W/REESES PIECES T&S	10	\$211.20	\$228.50	\$216.70	\$330.30
4	250		TRAY PAPER FOOD 2# PATHWAYS	9	\$204.66	\$218.61	\$431.37	\$225.81
6	#10		OLIVES BLACK SLCD SPANISH	9	\$318.78	\$413.82	\$468.99	\$346.14
50	2.2Z		COFFEE GRD NANTUCKET BLND	8	\$235.52	\$496.00	\$425.76	\$415.60
48	2Z		COOKIE MONSTER T&S	7	\$150.50	\$160.23	\$151.69	\$149.94
4	5#		CHEESE AMER 40 RIB 160SL	7	\$317.24	\$307.23	\$322.28	\$321.93
200	.43Z		MAYONNAISE .43Z PKT	6	\$152.94	\$132.00	\$109.02	\$85.44
6	#10	Heinz	MUSTARD JUG	5	\$195.00	\$119.45	\$119.50	\$110.65
<b>ESTIMATED ANNUAL EXPENSE</b>					<b>\$102,057.33</b>	<b>\$107,236.53</b>	<b>\$111,336.60</b>	<b>\$115,637.00</b>
Fuel Surcharge - est 1.25 del/week				32.5	162.5	243.75	221	0
Rebate/Discount:								
Sysco - .5% discount on invoices paid via ACH					-\$510.29			
Reinhart - 3% rebate quarterly on all purchases						-\$3,217.10		
<b>ESTIMATED ANNUAL NET EXPENSE</b>					<b>\$101,709.54</b>	<b>\$104,263.18</b>	<b>\$111,557.60</b>	<b>\$115,637.00</b>
incremental expense over low bidder						\$2,553.64	\$9,848.06	\$13,927.46
Other Notes:								
Gehl Cheese Dispensers x 16					\$1,600.00			
Location of Distribution and Will Call Center					Fargo	Minneapolis	Fargo	Grand Forks



2017 Top 50 Estimated Annual Cost

Pack	Size	Brand	Description	Qty	Estimated Cost based on Bid & Usage			
					Sysco	Reinhart	FSA	US Foods
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1	10#	Cloverdale	FRANK BEEF 4/1 SKLS 6" HICK SMK	285	\$6,232.95	\$8,521.50	\$9,060.15	\$9,105.75
3	3#		CHIX TNDRLN BRD SPICY RTC TYSON	234	\$10,052.64	\$9,427.86	\$9,818.64	\$9,240.66
40	3Z		CHIPS TORT RD YLW	214	\$3,083.74	\$3,207.86	\$3,468.94	\$3,372.64
6	5#		FRIES R/C 3/8" LFCY KRISPY KRUNCH	206	\$5,255.06	\$5,539.34	\$4,735.94	\$5,170.60
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4	140Z	Gehl's	SAUCE CHEESE JALP B-I-B	134	\$5,330.52	\$6,296.66	\$4,794.52	\$7,428.96
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60	2.67Z		CORN DOG ALL MEAT 6/1	53	\$985.27	\$1,128.37	\$1,129.43	\$1,197.27
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48	2Z		COOKIE PB W/REESES PIECES T&S	10	\$211.20	\$228.50	\$216.70	\$330.30
4	250		TRAY PAPER FOOD 2# PATHWAYS	9	\$204.66	\$218.61	\$431.37	\$225.81
6	#10		OLIVES BLACK SLCD SPANISH	9	\$318.78	\$413.82	\$468.99	\$346.14
50	2.2Z		COFFEE GRD NANTUCKET BLND	8	\$235.52	\$496.00	\$425.76	\$415.60
48	2Z		COOKIE MONSTER T&S	7	\$150.50	\$160.23	\$151.69	\$149.94
4	5#		CHEESE AMER 40 RIB 160SL	7	\$317.24	\$307.23	\$322.28	\$321.93
200	.43Z		MAYONNAISE .43Z PKT	6	\$152.94	\$132.00	\$109.02	\$85.44
6	#10	Heinz	MUSTARD JUG	5	\$195.00	\$119.45	\$119.50	\$110.65
<b>ESTIMATED ANNUAL EXPENSE</b>					<b>\$104,446.47</b>	<b>\$107,236.53</b>	<b>\$111,336.60</b>	<b>\$115,637.00</b>
Fuel Surcharge - est 1.25 del/week				32.5	162.5	243.75	221	0
Rebate/Discount:								
Sysco - .5% discount on invoices paid via ACH					-\$522.23			
Reinhart - 3% rebate quarterly on all purchases						-\$3,217.10		
<b>ESTIMATED ANNUAL NET EXPENSE</b>					<b>\$104,086.74</b>	<b>\$104,263.18</b>	<b>\$111,557.60</b>	<b>\$115,637.00</b>
Incremental expense over low bidder						\$176.45	\$7,470.86	\$11,550.26
Other Notes:								
Gehl Cheese Dispensers x 16					\$1,600.00			
Location of Distribution and Will Call Center					Fargo	Minneapolis	Fargo	Grand Forks

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1	10#	Cloverdale	FRANK BEEF 4/1 SKLS 6" HICK SMK	285	\$21.87	\$29.90	\$31.79	\$31.95
3	3#		CHIX TNDRLN BRD SPICY RTC ALT/TYSON	234	\$2.75/42.96	\$40.29	\$41.96	\$39.49
40	3Z		CHIPS TORT RD YLW	214	\$14.41	\$14.99	\$16.21	\$15.76
6	5#		FRIES R/C 3/8" LFCY KRISPY KRUNCH	206	\$25.51	\$26.89	\$22.99	\$25.10
40	4Z		BEEF PTY CKD 4Z PUB STK	146	\$61.13	\$50.49	\$67.00	\$59.34
4	140Z	Gehl's	SAUCE CHEESE JALP B-I-B	134	\$39.78	\$46.99	\$35.78	\$55.44
64	1.75	Doritos	CHIPS TORT NACHO CHS LSS NTF	111	\$27.36	\$27.89	\$27.98	\$28.10
8	16Z		CHIPS TORTILLA CRISPY RD NTF GF	105	\$11.51	\$14.88	\$14.70	\$14.54
4	5#	Cloverdale	TACO MEAT BEEF CKD	100	\$62.29	\$62.98	\$64.43	\$64.78
100	1Z		SOUR CREAM PLN PCH	74	\$10.53	\$16.29	\$13.69	\$11.94
200	9GM		SAUCE TACO MILD 9Z PKT	66	\$9.09	\$11.49	\$10.70	\$7.49
1	35#		SHORTENING FRY SOY CRMY NTF	64	\$20.85	\$19.49	\$21.83	\$20.61
2	17.5#		OIL POPCORN	60	\$52.94	\$36.89	\$51.50	\$49.43
1	10#	Cloverdale	SAUSAGE POLISH SKLS 5/1 6IN	56	\$29.36	\$30.97	\$20.10	\$28.19
4	5#		ONIONS DCD YLW	56	\$24.04	\$28.98	\$30.64	\$24.72
6	4#		CHEESE STICK MOZZ BRD ITAL 16/# NTF	55	\$103.05	\$103.89	\$105.75	\$81.29
60	2.67Z		CORN DOG ALL MEAT 6/1	53	\$18.59	\$21.29	\$21.31	\$22.59
2	7.5#	Cloverdale	BACON 4/6 SH HICK SMK	53	\$57.55	\$53.08	\$46.88	\$59.52
64	1.5Z	Lay's	CHIPS POTATO REG NTF GF	44	\$29.68	\$26.85	\$27.94	\$28.10
1	LUG		TOMATOES 2 LTR 4X5	42	\$40.22	\$34.89	\$33.15	\$39.87
4	5#		LETTUCE SHRD 1/8IN	40	\$18.00	\$15.99	\$15.47	\$21.20
1	10#	Cloverdale	SAUSAGE BRAT 5/1 CKD 6"	37	\$29.06	\$29.89	\$30.10	\$31.32
6	#10		CHILI W/BEANS RTU	33	\$23.17	\$59.49	\$60.03	\$54.95
4	2#		LETTUCE GRN LEAF SAND CUT	32	\$16.68	\$16.79	\$14.84	\$16.89
40	4Z		CHIX FLT GRILL MARKED CKD NTF	30	\$44.66	\$43.89	\$44.30	\$48.78
1	300		WIPER TOWELS WYPALL X70	29	\$63.52	\$66.98	\$43.89	\$52.68
96	2Z		DRESSING RNCH NTF 2Z CP	27	\$17.11	\$21.89	\$28.47	\$17.81
40	7Z	J&J	PRETZEL BAVARIAN SWT DOUGH*	23	\$35.68	\$36.50	\$46.84	\$38.86
200	12GM		SAUCE BBQ 12GM PKT	21	\$28.76	\$9.00	\$12.90	\$6.49
4	5#		CHEESE CHED MILD SHRD FCY	19	\$48.42	\$45.98	\$48.38	\$51.09
2	5#A	Cloverdale	BEEF BRISKET RSTD SLCD SMK	18	\$65.10	\$64.90	\$64.30	\$67.40
6	#10		PEPPERS JALP SLCD NACHO	16	\$27.41	\$24.89	\$39.37	\$35.89
4	1GL		RELISH SWT PICKLE	15	\$28.78	\$30.19	\$36.22	\$27.92
15	14Z		DRINK MIX LMNADE	15	\$35.90	\$28.11	\$49.39	\$46.30
6	#10		SAUCE MARINARA ITAL KITCHEN	14	\$28.05	\$25.89	\$28.01	\$27.46
2	1.5G	Heinz	KETCHUP BULK CRYOVAK	13	\$23.35	\$26.06	\$25.43	\$19.99
6	#10		SAUERKRAUT FCY	13	\$29.41	\$31.29	\$31.73	\$26.42
1	CTN		LEMONS CH 14OCT	12	\$35.65	\$41.20	\$38.33	\$51.02
1	25OCT		LINER BAG F/WARMER 18X14 CLR	12	\$13.94	\$18.95	\$26.67	\$67.60
48	2Z		COOKIE CHOC CHIP M&M T&S	11	\$22.00	\$22.89	\$19.77	\$33.03
48	2Z		COOKIE PB W/REESES PIECES T&S	10	\$21.12	\$22.85	\$21.67	\$33.03
4	250		TRAY PAPER FOOD 2# PATHWAYS	9	\$22.74	\$24.29	\$47.93	\$25.09
6	#10		OLIVES BLACK SLCD SPANISH	9	\$35.42	\$45.98	\$52.11	\$38.46
50	2.2Z		COFFEE GRD NANTUCKET BLND	8	\$29.44	\$62.00	\$53.22	\$51.95
48	2Z		COOKIE MONSTER T&S	7	\$21.50	\$22.89	\$21.67	\$21.42
4	5#		CHEESE AMER 40 RIB 160SL	7	\$45.32	\$43.89	\$46.04	\$45.99
200	.43Z		MAYONNAISE .43Z PKT	6	\$25.49	\$22.00	\$18.17	\$14.24
6	#10	Heinz	MUSTARD JUG	5	\$39.00	\$23.89	\$23.90	\$22.13

ESTIMATED ANNUAL EXPENSE

Fuel Surcharge - est 1.25 del/week	32.5	5	7.5	6.8	0
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Rebate/Discount:

- Sysco - .5% discount on invoices paid via ACH
- Reinhart - 3% rebate quarterly on all purchases

ESTIMATED ANNUAL NET EXPENSE

incremental expense over low bidder

Other Notes:

Gehl Cheese Dispensers x 16

Location of Distribution and Will Call Center



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(13)

**FARGO CASS PUBLIC HEALTH**  
1240 25th Street South  
Fargo, ND 58103-2367  
Phone 701-241-1360  
Fax 701-241-1366  
FargoCassPublicHealth.com

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: RUTH ROMAN**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: DECEMBER 11, 2017**

**RE: AGREEMENT FOR SERVICES WITH LAKES AND PRAIRIES,**  
**COMMUNITY ACTION PARTNERSHIP FOR MARKET**  
**CHILDCARE ALIVE FOR \$2,400**

The attached contract with Lakes and Prairies Community Action Partnership is to provide marketing for ChildCareAlive to licensed child care center staff to meet annual health code training requirements.

If you have any questions, please contact me at 241-1380.

**Suggested Motion:** Move to approve the Agreement for Services with Lakes and Prairies Community Action Partnership.

RR/la  
Enclosure

### AGREEMENT FOR SERVICES

**THIS AGREEMENT**, effective the 1st day of December 2017, by and between Fargo Cass Public Health ("FCPH"); and Lakes and Prairies Community Action Partnership.

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto as follows:

- A. **Term of Agreement:** The parties entered into a written agreement for the period of December 1, 2017, through September 30, 2018.
- B. **Services to be provided by independent contractor:** Lakes and Prairies Community Action Partnership will work with Fargo Cass Public Health to market the ChildCareAlive! program to child care staff in Fargo, West Fargo and communities of Cass County. The marketing strategies will include: printing of the ChildCareAlive! training curriculums, and marketing materials that promote healthy child care and the ChildCareAlive! trainings.
- C. **Reimbursement:** The contracting consultant shall be reimbursed a contract total of \$2400.00. The contract will not to exceed \$2400.00.
- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** The contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

- A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee shall not be deemed an employee of Fargo Cass Public Health for any other purpose.
- B. The laws of the State of North Dakota shall govern this service agreement. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

**In Witness** thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

**FARGO CASS PUBLIC HEALTH**

**CONSULTANT**

By Ruth Roman  
Ruth Roman  
Director of Public Health

By Lori Schwartz  
Lori Schwartz  
Director of Lakes and Prairies  
Community Action Partnership

Date 12/7/17

Date 11/27/17

By \_\_\_\_\_  
Timothy J. Mahoney  
Mayor, City of Fargo

Date \_\_\_\_\_



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Fargo, ND 58103-2367  
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Fax 701-241-1366  
FargoCassPublicHealth.com

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: RUTH ROMAN**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: DECEMBER 11, 2017**

**RE: AGREEMENT FOR SERVICES WITH ANN SCHNEIDER**  
**FOR BREASTFEEDING TOOLKIT FOR CHILD CARE**  
**PROVIDERS FOR \$50.00 PER HOUR UPDATE TO \$200**

The attached Contract Agreement with Ann Schneider is to provide the edits to the Breastfeeding Toolkit for Child Care Providers.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the Contract Agreement with Ann Schneider.

RR/LA  
Enclosure

### AGREEMENT FOR SERVICES

**THIS AGREEMENT**, effective the 1<sup>st</sup> day of December, 2017, by and between Fargo Cass Public Health ("FCPH"); and Ann Schneider, Independent Contractor.

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto as follows:

- A. Term of Agreement:** The parties entered into a written agreement for the period of December 1, 2017, through December 30, 2017.
- B. Services to be provided by independent contractor:** Finalize edits to Breastfeeding Toolkit for Child Care Providers.
- C. Reimbursement:** The contracting consultant shall be reimbursed \$50 per hour for design/editing and submit an invoice.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.
- B.** This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

**In Witness** thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

**FARGO CASS PUBLIC HEALTH**

**CONSULTANT**

By Ruth Roman  
Ruth Roman, Director of Public Health

By Ann M. Schneider  
Ann Schneider, Independent Contractor

Date 12/7/17

Date 12/5/17

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo

Date \_\_\_\_\_



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FargoCassPublicHealth.com

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: RUTH ROMAN**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: DECEMBER 12, 2017**

**RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR SYRINGE SERVICES PROGRAM CONTRACT GRANT NO. G17.569 CFDA NO. 93.940 FOR \$34,450**

This is a request to approve the attached Notice of Grant Award with the North Dakota Department of Health for syringe services program.

The following budget adjustment is required for this contract:

**2017 Expense:**

Office supplies	101-6010-451-61-10	\$ 5,000
Medical supplies	101-6010-451-61-20	\$27,675
Capital Outlay Computer	101-6010-451-74-11	\$ 1,775

**2017 Revenue:**


Syringe Services Program	New Revenue Number	\$34,450
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If you have questions, please contact Ruth Roman at 241-1380.

**Suggested Motion:** Move to approve the contract with the North Dakota Department of Health for the syringe services program.

RR/la  
Enclosure



		<b>NOTICE OF GRANT AWARD</b> SFN 53771 (1-2016)		<b>NORTH DAKOTA DEPT. OF HEALTH (NDDoH)</b> 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200	
GRANT NUMBER	CFDA NAME	START DATE	END DATE		
G17-569	HIV Prevention Activities - Health Department Based	12/8/2017	12/31/2017		
FEDERAL AWARD DATE	FEDERAL AWARING AGENCY	GRANT TYPE: PROGRAM or R&D			
12/13/2016	Department Of Health And Human Services	Program			
THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.					
TITLE OF PROJECT/PROGRAM	NDDoH PROJECT CODE				
GRANTEE NAME	PROJECT DIRECTOR				
ADDRESS	ADDRESS				
CITY/STATE/ZIP	CITY/STATE/ZIP				
CONTACT NAME	CONTACT NAME				
TELEPHONE NUMBER	TELEPHONE NUMBER				
EMAIL	EMAIL				
Amount Awarded	NDDoH Cost Share	Total Costs			
Previous Funds Awarded	\$34,450	\$0	\$34,450		
Total Funds Awarded	\$0	\$0	\$34,450		
Grantee will use grant funds to support the following activities: 1) research, develop and administer a syringe services program in Grantee's jurisdiction and 2) purchase supplies needed to operationalize a syringe services program.					
Reimbursement will be processed upon Department approval of expenditures and activity reports. The final expenditure and activity report ending December 31, 2017 must be received by February 15, 2018.					
Reporting Requirements: This funding is authorized to be used support a comprehensive set of services related to syringe services programs in accordance with the Consolidated Appropriations Act of 2016 which modified the restriction on use of federal funds for programs distributing sterile needles or syringes for Health and Human Services Programs. The North Dakota Department of Health has successfully demonstrated a need for syringe services programs within North Dakota and no further demonstration is needed to comply with this act. As these funds are federal in source they must comply with the aforementioned act. Therefore, these funds are prohibited for the use of purchasing sterile needles or syringes for the purposes of hypodermic injection of any illegal drugs.					
Indirect Rate (check one)					
Subrecipient waived indirect costs					
X De minimis rate of 10%      Negotiated/Approved rate of %					
Evidence of Grantee's Acceptance: Signature of Ruth Roman, Director of Public Health, dated December 12, 2017.					
Evidence of NDDoH Acceptance: Signature of Kirby Kruger, Section Chief, Medical Services Section.					





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FargoCassPublicHealth.com

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: RUTH ROMAN**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: DECEMBER 13, 2017**

**RE: AGREEMENT FOR SERVICES WITH MINNESOTA RECOVERY**  
**CONNECTION FOR \$19,000**

The attached Training Proposal with Minnesota Recovery Connection is to provide Peer Recovery Support Services.

If you have any questions, please contact me at 241-1380.

**Suggested Motion:** Move to approve the Agreement with Minnesota Recovery Connection.

RR/la  
Enclosure



Minnesota Recovery Connection  
822 S 3rd Street, Suite 101  
Minneapolis, MN, 55415

# TRAINING PROPOSAL

## 1. ABOUT US:

Minnesota Recovery Connection is happy to offer its expertise in Peer Recovery Support Services training and education. Our Recovery Coach Academy is based off over 7 years cumulative experience shared between our trainers. We are sure that you will leave our sessions more prepared than you have ever been before to provide Peer Recovery Support Services.

## 2. TRAINING SESSIONS:

Our Recovery Coach Academy is meticulously planned by our trainer and is designed to maximize your participants learning.

Your training will be conducted by 6 of our trainers over 5 sessions that will last from 8:30 a.m. to 5:00 p.m. on April 9-13, 2018. Training sessions will be comprised of dyads, group activities and lectures that will touch upon the following subjects: Peer Recovery Support services and Recovery, Relationship Enhancement and Motivational Interviewing (MI), Cultural Competence, Self-Awareness and Values, Science of Addiction and Recovery, Boundaries and Ethical Decision Making, Mental Health Overview & Crisis, Peer Recovery Groups, Ethics Exercise, Self-Care, Community Resources, Recovery Messaging.

# TRAINING CONTRACT

## TRAINING PROPOSAL

1. ABOUT US:

2. TRAINING SESSIONS:

TRAINING CONTRACT

1. TRAINING.

2. PAYMENT.

3. CANCELLING THE TRAINING SESSIONS.

4. PUBLICITY AND MARKETING.

5. NO MODIFICATION UNLESS IN WRITING.

6. APPLICABLE LAW.

**SCHEDULE A**

This Training Contract (the "Contract") states the terms and conditions that govern the contractual agreement between Minnesota Recovery Connection having its principal place of business at 822 South 3rd Street, Suite 101, Minneapolis, MN, 55415 (the "Trainer"), and Fargo Cass Public Health (the "Client") who agrees to be bound by this Contract.

WHEREAS, the Trainer holds significant expertise in Peer Recovery Support Services and offers training services in Peer Recovery Support Services for which the Client would like to engage the Trainer according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties within this Contract, the Trainer and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

## 1. TRAINING.

The Trainer shall conduct the Recovery Coach Academy in accordance with the schedule attached hereto as Exhibit A.

## 2. PAYMENT.

The total cost to be paid to the Trainer by the Client for the services hereunder shall be \$19,000. \$9,500 shall be paid at the execution of this Agreement and \$9,500 shall be paid at the conclusion of the training sessions.

## 3. CANCELLING THE TRAINING SESSIONS.

The Client agrees and acknowledges that a change in the schedule may cause a significant burden for the Trainer and thus the Client shall forfeit \$300 of the amounts already paid to the Trainer if the Client must cancel the training services within 30 days of the date on which the

training services are to be scheduled.

## 4. PUBLICITY AND MARKETING.

The Client authorizes the Trainer to utilize the Client's logo and associated trademarks as well as any media, photos, or footage from the any training session solely for the purpose of marketing the Trainer's services.

## 5. NO MODIFICATION UNLESS IN WRITING.

No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.

## 6. APPLICABLE LAW.

This Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Minnesota and subject to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota.

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

Kristin Kelly

12/09/2017

Minnesota Recovery Connection, Kris Kelly

Ruth Roman

12/13/2017

Fargo Cass Public Health  
Ruth Roman, Director of Public Health

Date

\_\_\_\_\_  
City of Fargo Representative

\_\_\_\_\_  
Date

Timothy J. Mahoney, Mayor City of Fargo



(17)

## Inspections Division

200 Third Street North  
Fargo ND 58102  
phone 701-241-1561  
fax 701-476-6779

---

### Memorandum

DATE: December 14, 2017

TO: Mayor Mahoney and Board of City Commissioners

FROM: Bruce Taralson, Inspections Administrator

A handwritten signature in black ink, appearing to be "BT" with a stylized flourish.

SUBJECT: Junk vehicle removal contract

---

Attached are bids received for the provision of junked vehicle removal services for the coming calendar year. The bids received were from the present provider, Hazer's Auto and Truck Parts Ltd., and a provider whose services we have not yet utilized, Ed's Towing Service, Inc., Moorhead, MN.

This process is routine and annual. I would respectfully request that you approve *a motion to accept this proposal and award the contract for 2018 to Ed's Towing Service, Inc. in Moorhead, MN. The cost for a vehicle owner to retrieve their impounded vehicle is significantly lower than the current rate through Hazer's Auto and Truck Part, Ltd.*

# ED'S TOWING SERVICE, INC. PROPOSAL FOR SERVICES

For City of Fargo

Please accept our proposal for junk vehicle removal services for the calendar year 2018.

We provide service for all light, medium and heavy-duty vehicles and equipment. Our fleet consists of 13 flatbeds and tow trucks. We currently have 19 employees. We background check and pre-employment drug test our employees. We provide service 24/7 and do not use an answering service.

**Rates:**

Impound tow fee: \$90 Light Duty/\$120 Medium Duty/\$150 Heavy Duty

Dollies/Skates/Go Jacks: \$35 (when needed)

Mileage: 15 miles free

then \$3/loaded mile Light Duty/\$4/loaded mile Medium Duty/\$5/loaded mile Heavy Duty

Admin fee: \$20

Daily Storage: \$30 Light Duty/\$60 Medium Duty/\$90 Heavy Duty

Snowbird: \$15 per 15 minutes shoveling (when applicable)

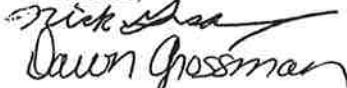
All fees are at Owners expense. Owners may reclaim their vehicles at Ed's Towing, 2848 22<sup>nd</sup> Ave S, Moorhead, MN from 8am-8pm Mondays thru Fridays and on Saturdays and Sundays 9am-530pm. Owners will need to provide proof of ownership, proof of insurance and a photo ID to reclaim their vehicles. We accept Visa, Mastercard, Discover, American Express, debit and cash.

We have two secured storage lots equipped with security cameras located at 2848 22<sup>nd</sup> Ave S & 2715 22<sup>nd</sup> Ave S, Moorhead, MN.

Please refer to our website at [www.edstowing.com](http://www.edstowing.com) for pictures and additional information about our company. Please feel free to contact Nick or Dawn if you have any questions or need any additional information. Nick's cell is 701-219-5885 and Dawn's is 701-238-7191.

Thank you for your proposal invitation, we look forward to hearing from you!

Best wishes,



Nick and Dawn Grossman

Owners since 2001

**Ed's Towing Service, Inc.**

**2848 22<sup>nd</sup> Ave S**

**Moorhead MN 56560**

**P.218-233-7740**

**F.218-291-3340**

**Email: [edstowing@hotmail.com](mailto:edstowing@hotmail.com)**

**From:** Dawn Grossman <edstowing@hotmail.com>  
**Sent:** Wednesday, December 13, 2017 3:34 PM  
**To:** Gretchen Morlan  
**Subject:** Re: City of Fargo, ND Proposal for Junk Vehicle Removal 2018

---

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

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Hi Gretchen,

Thank you for your call today.

Yes, all impounds go into our database. TowXChange is the name of our web-based software program. We would have TowXchange create a login specific for City of Fargo so that you are able to log in and see all City of Fargo junk vehicles in our inventory here with the date they came in. Once released to owner, it will come off the inventory list. Also after scrapping, it will come off the inventory with the date scrapped.

We have also done this for ND Highway Patrol's impounds and it works great for them. They like it because they can log in and see what NDSP impounds are currently in our inventory. After logging in, they are able to send our their notification letters without having to call us to verify on every single vehicle.

If you prefer monthly reports emailed, we can do this as well. Just let us know, and we are happy to assist.

**Best wishes,**

**Dawn Grossman**

**Ed's  
TOWING**  
Moorhead, MN

**P.218.233.7740**

**[www.edstowing.com](http://www.edstowing.com)**

---

**From:** Gretchen Morlan <gmorlan@FargoND.gov>  
**Sent:** Wednesday, December 13, 2017 2:53 PM  
**To:** edstowing@hotmail.com  
**Cc:** Bruce Taralson  
**Subject:** City of Fargo, ND Proposal for Junk Vehicle Removal 2018

Hello,

The City of Fargo Inspections Department has received your proposal for the 2018 junk vehicle removal contract. Thank you!

Please let us know how you intend to inform the City of Fargo Inspections Department of any action taken after you have received a request from us to remove a junk vehicle. For example, will you keep a database of pertinent information, e.g., impound date, date reclaimed by owner, date vehicle is crushed, etc. Will you keep us informed on weekly and/or monthly basis? Thank you for your time.

Respectfully submitted,

*Gretchen Morlan*

City of Fargo, Inspections Department

W: 701-241-1568

gmorlan@fargond.gov





# Hazer's Auto & Truck Parts, Inc.

811 9TH STREET NE • WEST FARGO, ND 58078-3607

TELEPHONE 282-0441

November 1, 2017

Mr. Bruce Taralson, Inspections Administrator  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

RE: Proposal for 2018 Junked Vehicle Removal Services

Dear Mr. Taralson,

We propose to provide the City of Fargo with service to remove (tow or haul) designated junked vehicles from private property within Fargo city limits for the calendar year of 2018. We will provide a timely and more than adequate service at no charge to the City of Fargo.

Our storage lot is nearly 17 acres and is more than sufficient space for storage of vehicles. An eight-foot security chain-link fence encloses the storage area.

<sup>12/13/17</sup> 90 days of impound. *[Handwritten signature]*  
If the owner of an impounded vehicle wished to claim his/her vehicle, he/she must make appropriate arrangement within ~~30 days~~ of impound. The owner would need to provide proof of ownership, proof of insurance and current license tabs. He/she would be responsible for paying the towing charge of \$200.00 and storage fees of \$35.00 per day. Larger vehicles, such as, 1.5 ton trucks or heavier including semi-tractors would have a towing charge of \$400.00 and a daily storage fee of \$35.00 per day.

Hazers will fax or email the City of Fargo a list of all vehicles impounded, those reclaimed by the owners and those retained after the 30-day storage, as documented in the weekly fax we receive. The vehicles retained by Hazers will be crushed or dismantled for parts.

Sincerely,

**HAZERS AUTO WRECKING, INC.**

*[Handwritten signature: Duane Hazer]*  
Duane Hazer, Owner



A handwritten number "18" enclosed in a hand-drawn circle.

## Fargo Inspections

City of Fargo  
 200 Third Street North  
 701-241-1561  
 fax 701-241-1526

---

### Memorandum

DATE: December 13, 2017  
 TO: Mayor Mahoney and Board of City Commissioners  
 FROM: Bruce Taralson, Inspections Administrator *BT*  
 SUBJECT: Inspections Department Revisions to Permit Valuations and Fees for 2018

---

The attached information contains proposed plan review, permit valuation, and permit fee schedule changes for residential and commercial building permits, plumbing and sewer permits, and mechanical permits. Changes to the individual schedules are shown as strikethroughs or underscores to facilitate location and understanding of these changes. All revisions and changes shown on this memo and attached documentation have been reviewed and approved by Jim Gilmour- Planning Director, Bruce Grubb- City Administrator, Commissioner- Tony Grindberg, and the Finance Committee.

The Inspections Department is not proposing any substantial changes to residential or commercial permit fees. An internal department policy for a minimum valuation of a home, and using industry-based valuations for commercial permits, is proposed. Another change is to implement plan review charges for all projects that we review. This change should have been made previously. There are many and complex commercial remodeling projects that take substantial staff time to review where fees have not been charged. I have enclosed information to further your understanding of the proposed revisions.

Permit and plan review fees have not been looked at previously or on a regular basis. I believe that regularly reviewing permit and plan review fees will keep with our goal of avoiding large fee increases all at one time. We will look at reviewing fees every two years. Our best estimate is that these valuation and fee changes will generate approximately \$100,000 in additional plan review and permit fees.

#### **INSPECTIONS DEPARTMENT PERMIT VALUATION & FEE CHANGES-**

1. Utilize valuations for all new commercial building project permits using industry standard tables.
2. Charge for all commercial plan reviews.
3. Revise residential valuations used on permits to a higher minimum value for all new house permits.
4. *Revise some standard permit fee's to match minimum fees and increase OT inspection fee.*
5. *Increase Mechanical permit fees, which have not been revised since 2008.*
6. *Increase plumbing/sewer fees to match State of ND standard plumbing fees. Not done since 2005.*

I would respectfully request that you **motion to approve the establishment of these permit fee schedule changes for building, plumbing, sewer, and mechanical permits effective January 1, 2018.**

## **INSPECTIONS DEPARTMENT CHANGES SUMMARY- 2017/2018**

- 1. Utilize minimum valuations for all new commercial building project permits using industry standard tables.**
  - a. Alleviate discrepancies between contractors.
  - b. Create an organized way to provide phased permitting.
  - c. Use ICC published valuation tables with current issue being 2017 less 15%.
  - d. Code allows building valuation to be set by the Building Official.
  - e. No fee policy revisions for this change. Possibility of only value based changes in the future.
  
- 2. Charge for all plan reviews. This should have been done previously and industry expects this.**
  - a. Alleviate discrepancies between contractors.
  - b. Create an organized way to provide phased permitting.
  - c. Many large projects are remodels that were not previously charged. These projects sometimes create more plan review work than new buildings due to their complexity.
  - d. No fee policy revisions but changes to which projects are charged.
  
- 3. Revise residential permit valuation to a higher minimum value for all new house permits.**
  - a. Revise previous policy of \$65/sf to \$95/sf. This estimated sf value is much lower than current actual sale valuations.
  
- 4. Revise some standard permit fee's.**
  - a. Revise minimum fee's and update/increase minimum OT inspection fee.
  
- 5. Increase Mechanical permit fee's.**
  - a. Revise, organize and update mechanical fee's. Updates not done since 2005. See provided information.
  
- 6. Increase Plumbing fee's to match State of ND standard plumbing fee's.**
  - a. Revise, organize and update plumbing fee's. This is being done to catch up with minimum fee's set by the State of ND IN 2016. Updates not done since 2008. See provided information.

## PERMIT VALUATION & FEE CHANGES 2018

### Commercial valuations and plan reviews

1. Use ICC building valuation data less 15% for new commercial construction projects. See attached pdf titled Bldg Valuation Data MN ICC for data that will be used.
2. This will create a level playing field for contractors and Owners. Due to only creating a level palying field, a spreadsheet cannot show what a change would be. History is not a factor. Every project will be use specific. The only change is projects will get an accurate or consistent value now.
3. Start charging for all plan reviews. This should have happened a long time ago. Please see justification for this on attachment "Commercial plan review, routing and approvals' Word document. This will create an easier way to enter projects when they come into our office and the process of charging will be streamlined. Projects with multiple submittals will be easier. There were previous very large projects that had been reviewed with no fee.

### Residential valuations

1. Change residential minimum valuation for homes from \$65.00 to \$95.00.

	Per Assessor	City currently	Difference f/assessor	Value want to use	Difference f/current	Permit @ \$65	Permit @ \$95
House SF value used for permitting	\$160	\$65	\$95	\$95	\$30		
Example 1600sf home	1600	\$256,000	\$104,000	\$152,000	\$48,000	\$521	\$648
Example 3000sf home	3000	\$480,000	\$195,000	\$285,000	\$90,000	\$762	\$1,000

See also two attachments. The Word attachment (Residential Valuation Increase Justification) shows valuation differences. The Sales Averages spreadsheet shows how assessors arrived at the \$170/sf average valuation.

### Residential permit fee changes

1. No change to fee's for regular permitting on residential building permits. Utilize actual values to level the playing field and use new values as minimums.
2. Revised minimum fee's for house moving to match minimum residential permit fee so less confusing.
3. Revised minimum hourly fee from \$60.00 to \$70.00/hour to catch up with actual cost of work outside normal business hours.

**Commercial permit fee changes**

1. No change to fee's for regular permitting on commercial building permits.  
Utilize actual values to level the playing field and use new values as minimums.
2. Use industry standard values and comparative discretion to achieve actual values for projects submitted.
2. Revised minimum fee for demolition and house moving permit fees so less confusing. Should not be much impact.
3. Revised minimum hourly fee from \$60.00 to \$70.00/hour to catch up with actual cost of work outside normal business hours.

**Plumbing and mechanical permit fee increases**

1. Revise/update fee's for plumbing fee's to be current with ND State plumbing board standard fee's which happened on 9/2016.
2. Revise/update fee's for mechanical permits. Mechanical permit fees have not been revised for 12 years.
3. Plumbing permit fee's have not been revised for 9 years.
4. Plumbing fees have not been increased for 8 years or since 2008. The State of ND increased fee's which will be implemented in September of 2016. At that time, our fees were less than the State fees. They are also adding an additional fee for larger apartment buildings which demand larger amounts of time due to construction sequencing. We have not looked at doing that.

The fees shown were suggested back in 2014 but not implemented. I ran a calculation for a typical house with 10 plumbing fixtures and a sprinkler system. Our fees would be \$210.00 and State fees would be \$210-220. The Plumbing fee issue really came to my attention when we wrote the permits for the Sanford Hospital. The fee for the entire building was only \$13,750 and would not have covered the costs of review and insecting.

**Permit fee history- base permit fee**

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Residential	\$30	\$30	\$30	\$30	\$30	\$30	\$35	\$35	\$35	\$35
Commercial	\$35	\$35	\$35	\$35	\$35	\$35	\$40	\$40	\$40	\$40
Plumbing (base fee)	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35
Mech	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28

See schedule for mechanical. These rates have been the same since 2005. Approximately 11% increase

**Mechanical and plumbing fee changes based on a 1600sf home approximate value of \$250,000**

	2,005	2,008	2,016	2,017
Mechanical	\$105	\$105	\$105	\$118
Plumbing	\$175	\$175	\$175	\$220

**Plumbing permit summary by fixture-Summary for a typical house in 2017**

	City			State		
	Number	Total	Number	Total	Total	
Issue certificate-	\$40	1	\$40	\$100	1	\$100
Plumbing fixtures- over 5 Fgo	\$8	5	\$40	\$10	10	\$100
Sewage ejector			\$0	\$10		\$0
Water Heater	\$30	1	\$30	\$10	1	\$10
Water Treatment Equipment			\$0	\$10		\$0
Backflow Protection Device			\$0	\$10	1	\$10
Multi-family over 8 units			\$0	\$200		
Sanity sewer line into house	\$100	1	\$100			
Lawn sprinkler	\$40	0	\$0			
<b>Total 2017 plumbing permit</b>	<b>Total</b>		<b>\$210</b>	<b>Total</b>		<b>\$220</b>

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People Helping People Build a Safer World™

## Building Valuation Data – AUGUST 2017 = ~~4~~ 3% from 2016.

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in February 2018. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

### Permit Fee Multiplier

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2015 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

### Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

### Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

### Example

Type of Construction: IIB  
 Area: 1st story = 8,000 sq. ft.  
           2nd story = 8,000 sq. ft.  
 Height: 2 stories  
 Permit Fee Multiplier = 0.0075  
 Use Group: B

1. Gross area:  
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:  
B/IIB = \$165.19/sq. ft.
3. Permit Fee:  
Business = 16,000 sq. ft. x \$165.19/sq. ft x 0.0075 = \$19,823

$\frac{\$19,823}{0.0075} = 2,643,066.67$   
 $\frac{2,643,066.67}{15} = 176,204.44$   
 $\frac{176,204.44}{100} = 1,762.04$

### Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural

USE FOR MINIMUM

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Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

**BLDG VALUATION DATA**

Square Foot Construction Costs <sup>a, b, c</sup>

LESS 15%

Group (2015 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	233.95	225.89	220.42	211.39	198.92	193.15	204.70	181.63	174.97
A-1 Assembly, theaters, without stage	214.40	206.35	200.88	191.84	179.53	173.76	185.16	162.23	155.58
A-2 Assembly, nightclubs	182.86	177.56	173.06	166.05	156.54	152.22	160.22	141.73	136.94
A-2 Assembly, restaurants, bars, banquet halls	181.86	176.56	171.06	165.05	154.54	151.22	159.22	139.73	135.94
A-3 Assembly, churches	216.47	208.41	202.95	193.91	181.79	176.02	187.23	164.50	157.85
A-3 Assembly, general, community halls, libraries, museums	180.57	172.51	166.04	158.00	144.89	140.11	151.32	127.59	121.94
A-4 Assembly, arenas	213.40	205.35	198.88	190.84	177.53	172.76	184.16	160.23	154.58
B Business	186.69	179.79	173.86	165.19	150.70	145.02	158.70	132.31	126.48
E Educational	197.52	190.73	185.77	177.32	165.32	156.97	171.23	144.39	140.26
F-1 Factory and industrial, moderate hazard	111.86	106.71	100.58	96.68	86.77	82.81	92.61	72.75	68.09
F-2 Factory and industrial, low hazard	110.86	105.71	100.58	95.68	86.77	81.81	91.61	72.75	67.09
H-1 High Hazard, explosives	104.68	99.53	94.40	89.50	80.80	75.84	85.43	66.78	N.P.
H234 High Hazard	104.68	99.53	94.40	89.50	80.80	75.84	85.43	66.78	61.12
H-5 HPM	186.69	179.79	173.86	165.19	150.70	145.02	158.70	132.31	126.48
I-1 Institutional, supervised environment	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
I-2 Institutional, hospitals	314.17	307.27	301.34	292.67	277.18	N.P.	286.18	258.79	N.P.
I-2 Institutional, nursing homes	217.67	210.77	204.84	196.17	182.68	N.P.	189.68	164.29	N.P.
I-3 Institutional, restrained	212.42	205.52	199.59	190.92	177.93	171.25	184.43	159.54	151.71
I-4 Institutional, day care facilities	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
M Mercantile	136.25	130.95	125.45	119.44	109.43	106.11	113.60	94.63	90.83
R-1 Residential, hotels	189.35	182.99	177.74	170.33	156.80	152.58	170.42	140.62	136.29
R-2 Residential, multiple family	158.84	152.48	147.23	139.81	127.05	122.83	139.91	110.87	106.54
R-3 Residential, one- and two-family <sup>d</sup>	148.17	144.14	140.42	136.90	131.89	128.41	134.60	123.40	116.15
R-4 Residential, care/assisted living facilities	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
S-1 Storage, moderate hazard	103.68	98.53	92.40	88.50	78.80	74.84	84.43	64.78	60.12
S-2 Storage, low hazard	102.68	97.53	92.40	87.50	78.80	73.84	83.43	64.78	59.12
U Utility, miscellaneous	80.38	75.90	71.16	67.61	60.99	57.00	64.60	48.23	45.92

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- a. Private Garages use Utility, miscellaneous
- b. For shell only buildings deduct 20 percent
- c. N.P. = not permitted
- d. Unfinished basements (Group R-3) = \$21.00 per sq. ft.

$$\begin{array}{r} 110.87 \\ \times 0.85 \\ \hline 94.24 \end{array}$$





## BUILDING VALUATION DATA - JUNE 2016

The data is provided for comparison with valuations submitted by the applicant for permits.  
 The unit costs are intended to include architectural, structural, electrical, plumbing and mechanical work.  
 The Department of Labor and Industry/Construction Codes and Licensing Division strongly recommends  
 that all local municipalities actively evaluate and assess the impact of using this building valuation table  
 based on local construction cost history. The evaluation and assessment may result in lower or higher  
 valuation data. See Minnesota Rules, chapter 1300.0160 regarding permit fee regulations.

Group	I/A	I/B	II/A	II/B	III/A	III/B	IV	V/A	V/B	
A-1	Assembly, theaters with stage	201.96	195.00	190.28	182.49	171.73	166.75	176.72	156.80	151.06
A-1	Assembly, theaters without stage	185.09	178.13	173.42	165.62	154.99	150.01	159.85	140.07	134.32
A-2	Assembly, nightclubs	158.32	153.84	149.58	143.73	135.26	131.52	138.66	122.54	118.36
A-2	Assembly, restaurants, bars, banquet halls	157.43	152.95	147.80	142.84	133.48	130.63	137.77	120.76	117.47
A-3	Assembly, churches	186.85	179.90	175.18	167.38	156.92	151.94	161.62	141.99	136.25
A-3	Assembly, general, community hall, libraries	155.86	148.91	143.30	136.39	125.05	120.95	130.63	110.11	105.26
A-4	museums Assembly, arenas	184.20	177.24	171.64	164.73	153.21	149.12	158.96	138.29	133.43
B	Business	161.20	155.24	150.12	142.63	130.10	125.22	137.03	114.22	109.22
E	Educational	171.14	165.07	160.33	153.19	143.04	135.77	147.90	125.01	121.20
F-1	Factory and industrial, moderate hazard	96.99	92.55	87.07	83.81	75.09	71.70	80.24	61.86	58.24
F-2	Factory and industrial, low hazard	96.10	91.66	87.07	82.92	75.09	70.81	79.35	61.86	57.35
H-1	High hazard, explosives	90.79	86.35	81.76	77.61	69.95	65.67	74.04	56.72	N.P.
H-2,3,&4	High hazard	90.79	86.35	81.76	77.61	69.95	65.67	74.04	56.72	52.22
H-5	HPM	161.20	155.24	150.12	142.63	130.10	125.22	137.03	114.22	109.22

BUILDING VALUATION DATA - JUNE 2016

Group	I-A	I-B	II-A	II-B	III-A	III-B	IV	V-A	V-B	
I-1	Institutional, supervised environment	160.84	154.98	150.66	143.40	132.66	129.09	143.40	118.98	115.19
I-2	Institutional, hospitals	271.27	265.32	260.20	252.72	239.34	N.P.	247.11	223.47	N.P.
I-2	Institutional, nursing homes	187.97	182.01	176.89	169.40	157.76	N.P.	163.80	141.88	N.P.
I-3	Institutional, restrained	183.41	177.45	172.33	164.85	153.63	147.86	159.25	137.75	130.97
I-4	Institutional, day care facilities	160.84	154.98	150.66	143.40	132.66	129.09	143.40	118.98	115.19
M	Mercantile	118.02	113.54	108.39	103.43	94.65	91.80	98.36	81.92	78.64
R-1	Residential, hotels	162.23	156.37	152.04	144.79	134.27	130.69	144.79	120.59	116.79
R-2	Residential, multiple family (IRC-3)	136.05	130.18	125.85	118.59	108.62	105.03	118.59	94.93	91.14
R-3	Residential, one and two family (IRC-1 & IRC-2)	128.10	124.57	121.49	118.22	113.88	110.90	116.21	106.56	100.26
R-4	Residential, care/assisted living facilities	160.84	154.98	150.66	143.40	132.66	129.09	143.40	118.98	115.19
S-1	Storage, moderate hazard	89.90	85.46	79.98	76.72	68.17	64.78	73.15	54.94	51.33
S-2	Storage, low hazard	89.01	84.57	79.98	75.83	68.17	63.89	72.26	54.94	50.44
U	Utility, miscellaneous (IRC-4)	69.26	65.40	61.45	58.31	52.71	49.23	55.70	41.68	39.72

- Notes:
- a. Private garages use Utility, miscellaneous.
  - b. Unfinished basements (all use group) = \$16.50/sf
  - c. For shell only buildings deduct 20 percent
  - d. N.P. = not permitted

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## Commercial plan review, routing and approvals

Chris and I recently had a meeting with Mortenson Construction on the Block 9 project. That made me think again of charging for all plan reviews and all submittals. I had requested that via previous email (see below). We met to discuss the project submittal timetable. They will be submitting several packages that will end with a shell building. After that there will be many multiple submittals for tenant fit-ups which could come from different contractors, different Owners, different Architects, etc.

I would like to give them the service they deserve but need to change how we do things to do that. I would like to implement Item #1 below and charge a plan review for all submittals, including interior remodels at this time. We have not charged a plan review fee for many projects that required an in-depth review such as Black Building, Woodrow Wilson, Loretta, etc. Those projects took as much of a review as if they were new buildings, and maybe more. I also see projects coming in that we will not be able to charge a fee for such as Jade Presents building at 18 13 ½ St N, which will be a large assembly venue and require a major review.

We would start charging for plan reviews for all projects and all submittals immediately. Our current process requires us to have the full value of all work up front for an entire project. With the Block 9 project, it would help a lot to be able to input the value of each submittal when it comes in and charge a plan review fee based on that value each time. It would ease how we do most things and require us to track final values at final submittals. This process will provide the best service to our customers. Many customers that submit assume they need to pay a fee for all reviews already. This change will not be a shock for our customers. If we do not do a plan review or do a short counter-top review, we will have in our policy that there is no fee.

I would like to implement plan review fee's for all submittals and all projects right away, with your approval. Please consider soon as Block 9 will be submitting early May. Jim, your comment to this item in your email below explains it perfectly. I can meet and discuss this if necessary.

Please consider this request that will make our operation better and create a level playing field for projects that come into our office.

Bruce Taralson  
Inspections Administrator

**From:** Tony Grindberg  
**Sent:** Thursday, August 04, 2016 3:52 PM  
**To:** James Gilmour <[JGilmour@cityoffargo.com](mailto:JGilmour@cityoffargo.com)>; Bruce Grubb <[BGrubb@cityoffargo.com](mailto:BGrubb@cityoffargo.com)>  
**Cc:** Tim Mahoney <[TMahoney@cityoffargo.com](mailto:TMahoney@cityoffargo.com)>; Michael Redlinger <[mredlinger@cityoffargo.com](mailto:mredlinger@cityoffargo.com)>; Bruce Taralson <[BTaralson@cityoffargo.com](mailto:BTaralson@cityoffargo.com)>  
**Subject:** Re: Permit and plan review fee's

All,

I would like to add this email thread/request to my prior email moments ago to Bruce and Jim. I'll forward it to everyone on this email in a moment. I request no immediate fee increases for the time being.

Bruce T. please prepare a basic spreadsheet that provides a historical overview of fees past ten years, recent increases and additions you are proposing. Questions about the spreadsheet PLMK.

Thanks!

Tony Grindberg  
Commissioner  
City of Fargo  
Cell: 701-715-3099  
Email: [tgrindberg@cityoffargo.com](mailto:tgrindberg@cityoffargo.com)

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**From:** James Gilmour  
**Sent:** Thursday, August 4, 2016 2:50 PM  
**To:** Tony Grindberg; Bruce Grubb  
**Cc:** Tim Mahoney; Michael Redlinger; Bruce Taralson  
**Subject:** FW: Permit and plan review fee's

Bruce Taralson suggested we make these policy changes to how the Inspections Department determines building fees. Unless you think otherwise, I plan to ask Bruce to implement suggestions 1, 3, and 4 right away. The 2<sup>nd</sup> item would require the City Commission to change the fees.

Item #1. When the plan review fee was established, it was to pay for the cost of the extensive plan reviews of the more complicated projects. I thought the intent was to charge it for all commercial, multi-family, and public projects. It did not get implemented that way.

Items #3 and #4. Inspections has been using guidelines for minimum values for some time. The cost of permits is based largely on the cost of construction, so someone may try to save money on a permit by stating an unrealistically low value. This is unfair to the city and most people who state the true value of the construction. These changes would an update of our current practices.

Item #2. Bruce will provide more information on mechanical and plumbing fees, and we can bring a recommendation to the City Commission in the future.

Jim Gilmour, Director of Planning and Development  
Fargo Planning and Development Department  
200 3rd St. N.  
Fargo, ND 58102  
Phone 701-241-1476  
E-mail; [jgilmour@cityoffargo.com](mailto:jgilmour@cityoffargo.com)

**From:** Bruce Taralson  
**Sent:** Wednesday, August 03, 2016 5:11 PM  
**To:** James Gilmour <[JGilmour@cityoffargo.com](mailto:JGilmour@cityoffargo.com)>  
**Subject:** Permit and plan review fee's

Just a note to tell you what I am working on for increasing revenue for inspections department. Some ways are:

1. Start charging plan review fee's for all projects. Please see below for an example of a project that did not get a plan review fee, but required an extensive review. The fee for the project below would be \$3500.
2. Increase fee's for mechanical and plumbing permits. I did not realize how far behind we were on plumbing permit fee's until we did a permit for Sanford. The main plumbing permit was only around \$13,000. Will get this to you soon for implementation.
3. Start using a increased value base for all residential permits. I have already sent an email for am having Chris Rose and Mel review the attached. We will be very similar to Sioux Falls, SD.
4. Start using the ICC and State of MN guides for values of construction for all commercial permits. No fee increases,

My first guess at an increases will be:

1. \$65,000
2. \$15,000
3. \$30,000
4. \$20,000

Total potential increase- \$130,000. This will be an increase in revenue without changing any fee's except M & P which are long overdue.

I will be refining these numbers and get to you again. Please think about the charging for all plan reviews on all commercial projects. We could implement that immediately. We are getting a lot of rehab projects that made me think of this. I had brought it up to Ron and Jerome many times, but they did not want to go there. I remember bringing it up especially after Loretta building. There was no review fee on that project and it consumed me for a few years. Current policy is no review fee for any project with interior only work. It is based more on whether the project is routed or not.

Is that something that we should discuss with anybody? It seems like department policy to me. Others might see it as in increase in fee's. It will be a big change, but I believe it is time to do it due to the amount of building stock and rehab that is done. Many architect assume there will be a fee and we tell them no. I checked with Sioux Falls on this issue and they charge for all plan reviews. Their ordinance is written well so they can decide to not charge if they do not do one or it is minimal. I think every plan should get a review, and so they all get a charge. That is so we are not being arbitrary. Maybe go with actual 20% rounded up and not a minimum of \$40 as we do now. A \$5000 permit would have a fee of \$16.8. The reason I bring up this issue is what plan reviewers are now working on is half interior only projects. Been rambling on too long now so more later.

**Commercial Permit Application**  
**and**  
**Plan Routing Application**

[Print this project](#)

<b>Project Title:</b> Woodrow Wilson Apartments		<b><u>FOR OFFICE USE ONLY</u></b>	
<b>Address:</b> 315 University Dr N		Project Number: p315.6.30.16 Date Received: 6/30/2016 Value: \$3,993,262 Fee: N/A Engineering Approval: Not Required Fire Approval: Not Required Planning Approval: Required Health Approval: Not Required Inspections Approval: Required Status: Rvwd W-R	
<b>Project Description:</b> Convert existing school building in 34 apartment units. Existing gym to be used as a fitness center.		<a href="#">Add File</a> <a href="#">Edit Project</a> <a href="#">Archive Project</a> <a href="#">Add a Comment</a> <a href="#">Add a Revision</a>	
<b>Architects:</b> Elness Swanson Graham Architects	<b>Contact Person &amp; Number:</b> Christopher Willette 612-339-5508, chris.willette@esgarch.com		
<b>Owner:</b> Woodrow Wilson	<b>Contact Person &amp; Number:</b> Deb Woodford 355-6544 deb@5thhourgroup.com		

Bruce

**JAN - JULY 2016 COMM. PROJECTS ROLLED.**

Date	Title	Address	Value	Permit Fee	Rolling Permits Full Fee	Rolling Permits Fee Charged
1/5/2016	Tobacco City Fit-Up	5680 23 Ave S	\$200,000	\$1,187	\$237	\$0
1/5/2016	Reed Hall Bathrooms Phase 2	1431 Albrecht Blvd N	\$880,500	\$4,077	\$815	\$0
1/6/2016	Syncorp Interior Demo	1213 NP Ave N	\$30,250	\$349	\$70	\$0
1/8/2016	Vintage Point Expansion	1450 25 St S	\$33,723	\$372	\$74	\$0
1/8/2016	New Life Center Thrift Store	221 19 St N	\$75,000	\$624	\$125	\$35
1/8/2016	McInnes Daycare Fit-Up	1004 Westrac Dr S	\$200,000	\$1,187	\$237	\$35
1/11/2016	Airport Lounge/Coffee Expansion	2801 32 Ave S	\$63,000	\$560	\$112	\$35
1/11/2016	Personal Training Facility	5475 51 Ave S	\$162,500	\$1,027	\$205	\$0
1/12/2016	FPS Operations Center	3901 40 Ave S	\$7,550,000	\$30,777	\$6,155	\$6,155
1/12/2016	AES Veterinary Diagnostic Lab	3901 19 Ave N	\$14,000,000	\$56,577	\$11,315	\$11,315
1/13/2016	Urban Edge Salon Expansion	2600 52 Ave S	\$140,000	\$929	\$186	\$35
1/14/2016	West Central Addition	4004 33 St N	\$2,000,000	\$8,577	\$1,715	\$1,715
1/15/2016	Centre Inc Remodel	123 15 St N	\$650,000	\$3,107	\$621	\$35
1/21/2016	Essentia Lactation Room	3000 32 Ave S	\$22,979	\$282	\$56	\$0
1/26/2016	Fargo Booster Pump Station	5300 32 Ave S	\$1,230,000	\$5,497	\$1,099	\$1,099
1/27/2016	Eagle Ridge Private Drive	4801 45 St S	\$100,000	\$757	\$151	\$151
1/29/2016	Dollar Tree Building	4801 45 St S	\$720,000	\$3,401	\$680	\$425
2/1/2016	Spic n Span Car Care	1274 46 St N	\$30,000	\$342	\$68	\$0
2/1/2016	Loudon Building Renovations	64 4 St N	\$1,400,000	\$6,177	\$1,235	\$1,235
2/2/2016	S & D Management Remodel	4151 38 St S	\$120,000	\$843	\$169	\$0
2/2/2016	Urban Plains Park	5050 30 Ave S & 5074 28 Ave S	\$600,000	\$2,897	\$579	\$361
2/2/2016	Storm Improvement District #4054 Phase	5635 14 Ave N	\$2,199,250	\$9,377	\$1,875	\$1,875
2/3/2016	Americinn Pool Remodel	1423 35 St S	\$150,000	\$972	\$194	\$35
2/9/2016	Dollar Tree Building	4801 45 St S	\$36,600	\$394	\$79	\$79
2/9/2016	Alpha Gamma Rho	1303 University Dr N	\$100,000	\$757	\$151	\$151
2/9/2016	Woodhaven Office Building	4170 41 Ave S	\$4,000,000	\$16,577	\$3,315	\$3,505
2/16/2016	Motel 6 Accessibility Remodel	1202 36 St S	\$72,600	\$613	\$123	\$70
2/17/2016	Verizon Wireless Tower	3350 57 St N	\$150,000	\$972	\$194	\$194
2/18/2016	Orange Julius Remodel	3902 13 Ave S	\$80,000	\$651	\$130	\$35
2/18/2016	Rosey's Bistro	212 Broadway N	\$140,000	\$929	\$186	\$35
2/18/2016	Craig Properties Addition	1405 1 Ave N	\$216,500	\$1,260	\$252	\$252
2/19/2016	Barrington Properties	1824 14 St S	\$10,000	\$139	\$35	\$35
2/24/2016	Tot Spot South Remodel	3222 28 St S	\$100,000	\$757	\$151	\$151

3/30/2016	Sanford Fargo Medical Center - Interior Fir	5225 23 Ave S								
3/30/2016	Roger Maris Cancer Center Expansion	820 4 St N								
4/1/2016	Ignite Chiropractic Fit-Up	5050 Timber Pkwy S								
4/1/2016	CPI Investments Shop	9601 39 St S								
4/5/2016	IDC Builders	1819 3 Ave N								
4/5/2016	Marks Fit Ups	670 4 Ave N								
4/5/2016	Sanford Food Service	820 4 St N								
4/6/2016	39 St Condos	3336 39 St S								
4/8/2016	Atticus Blue LLC	14 1/2 8 St S								
4/8/2016	Dietrich 41-plex Foundation	4365 15 Ave S								
4/8/2016	Anderson Holdings Warehouse	4468 27 St N								
4/8/2016	NDSU Old Main	1340 Administration Ave								
4/11/2016	Arby's Remodel	1415 42 St S								
4/11/2016	Cobalt Rehabilitation Hospital	4671 38 St S								
4/12/2016	Valley Dental Expansion	1338 Gateway Dr S								
4/12/2016	FARC Flechtner Dr Tower	3407 Flechtner Dr S								
4/12/2016	Metal Tech Addition	4502 15 Ave N								
4/13/2016	Cass Clay Creamery Break Room	200 20 St N								
4/13/2016	McDonald's North Parking Lot	1220 19 Ave N								
4/14/2016	Herd & Horris Expansion	1414 12 Ave N								
4/14/2016	Faith Kids Fit-Up	3633 Lincoln St S								
4/14/2016	Faith Babies Fit-Up	3625 Lincoln St S								
4/14/2016	Churchill Hall Phase 1	1300 Centennial Blvd N								
4/15/2016	Anne Carlsen Group Living	3781 56 St S								
4/18/2016	Hair Designs Remodel	1644 Tom Williams Dr S								
4/18/2016	Dakota Underground Parking Lot	4001 15 Ave N								
4/18/2016	Gasper's School of Dance Addition	524 7 St N								
4/18/2016	Nue32 Apartments Site Work	2888 & 2970 Brandt Dr S								
4/19/2016	Olympic Companies Office Remodel	5932 53 Ave S								
4/19/2016	Rejuv Remodel	3301 45 St S								
4/19/2016	Southern Wine & Spirits Fit-Up	1428 47 St N								
4/19/2016	Hidden Point South	3401 41 St S								
4/19/2016	Cross Country Freight Solutions	5669 13 Ave N								
4/20/2016	Wadason Properties Phase 1	602 43 St N								



3/30/2016	Sanford Fargo Medical Center - Interior Fir	5225 23 Ave S	820 4 St N	\$762,390	\$3,581	\$716	\$716
3/30/2016	Roger Maris Cancer Center Expansion		820 4 St N	\$1,850,000	\$7,977	\$1,595	\$1,595
4/1/2016	Ignite Chiropractic Fit-Up		5050 Timber Pkwy S	\$142,000	\$937	\$187	\$0
4/1/2016	CPI Investments Shop		9601 39 St S	\$900,000	\$4,157	\$831	\$813
4/5/2016	IDC Builders		1819 3 Ave N	\$200,000	\$1,187	\$237	\$237
4/5/2016	Marks Fit Ups		670 4 Ave N	\$403,000	\$2,059	\$412	\$35
4/5/2016	Sanford Food Service		820 4 St N	\$2,948,300	\$12,373	\$2,475	\$35
4/6/2016	39 St Condos		3336 39 St S	\$1,150,000	\$5,177	\$1,035	\$1,035
4/8/2016	Atticus Blue LLC		14 1/2 8 ST S	\$20,000	\$249	\$50	\$35
4/8/2016	Dietrich 41-Plex Foundation		4365 15 Ave S	\$260,000	\$1,445	\$289	\$289
4/8/2016	Anderson Holdings Warehouse		4468 27 St N	\$500,000	\$2,477	\$495	\$495
4/8/2016	NDSU Old Main		1340 Administration Ave	\$605,600	\$2,922	\$584	\$0
4/11/2016	Arby's Remodel		1415 42 St S	\$300,000	\$1,617	\$323	\$35
4/11/2016	Cobalt Rehabilitation Hospital		4671 38 St S	\$12,000,000	\$48,577	\$9,715	\$10,385
4/12/2016	Valley Dental Expansion		1338 Gateway Dr S	\$35,000	\$379	\$76	\$0
4/12/2016	FARC Flechtner Dr Tower		3407 Flechtner Dr S	\$170,000	\$1,058	\$212	\$212
4/12/2016	Metal Tech Addition		4502 15 Ave N	\$756,000	\$3,552	\$710	\$710
4/13/2016	Cass Clay Creamery Break Room		200 20 St N	\$20,000	\$249	\$50	\$0
4/13/2016	McDonald's North Parking Lot		1220 19 Ave N	\$140,000	\$929	\$186	\$35
4/14/2016	Herd & Horris Expansion		1414 12 Ave N	\$10,000	\$139	\$35	\$35
4/14/2016	Faith Kids Fit-Up		3633 Lincoln St S	\$130,000	\$886	\$177	\$35
4/14/2016	Faith Babies Fit-Up		3625 Lincoln St S	\$163,000	\$1,027	\$205	\$35
4/14/2016	Churchill Hall Phase 1		1300 Centennial Blvd N	\$1,317,264	\$5,849	\$1,170	\$0
4/15/2016	Anne Carlsen Group Living		3781 56 St S	\$675,000	\$3,212	\$642	\$0
4/18/2016	Hair Designs Remodel		1644 Tom Williams Dr S	\$44,000	\$447	\$89	\$35
4/18/2016	Dakota Underground Parking Lot		4001 15 Ave N	\$70,000	\$598	\$120	\$120
4/18/2016	Gasper's School of Dance Addition		524 7 St N	\$294,000	\$1,591	\$318	\$318
4/18/2016	Nue32 Apartments Site Work		2888 & 2970 Brandt Dr S	\$326,000	\$1,728	\$346	\$316
4/19/2016	Olympic Companies Office Remodel		5932 53 Ave S	\$15,000	\$194	\$39	\$0
4/19/2016	Rejuv Remodel		3301 45 St S	\$110,000	\$800	\$160	\$35
4/19/2016	Southern Wine & Spirits Fit-Up		1428 47 St N	\$200,000	\$1,187	\$237	\$0
4/19/2016	Hidden Point South		3401 41 St S	\$2,175,000	\$9,277	\$1,855	\$1,855
4/19/2016	Cross Country Freight Solutions		5669 13 Ave N	\$3,646,000	\$15,161	\$3,032	\$3,032
4/20/2016	Wadeson Properties Phase 1		602 43 St N	\$350,000	\$1,832	\$366	\$366

5/27/2016	Roberts Street Ramp	217 Roberts St	\$11,600,000	\$46,977	\$9,395	\$9,395
5/27/2016	Fargo City Hall	201 3 St N	\$22,000,000	\$88,577	\$17,715	\$0
6/1/2016	Nue 32 Apartments Building 2	4535 Urban Plains Dr S	\$3,300,000	\$8,990	\$1,798	\$1,798
6/1/2016	Nue 32 Apartments Building 4	4561 Urban Plains Dr S	\$3,300,000	\$8,990	\$1,798	\$1,798
6/1/2016	Nue 32 Apartments Building 1	2888 Brandt Dr S	\$3,790,000	\$10,289	\$2,058	\$2,046
6/1/2016	Nue 32 Apartments Building 3	2970 Brandt Dr S	\$3,790,000	\$10,289	\$2,058	\$2,046
6/3/2016	Radiant Homes Remodel	117 Northern Plains Ave	\$71,000	\$603	\$121	\$0
6/3/2016	John Deere Lobby Addition	1441 44 St N	\$324,000	\$1,720	\$344	\$344
6/3/2016	Shadow Crest Office Building 1	5621 36 Ave S	\$516,850	\$2,547	\$509	\$509
6/3/2016	Shadow Crest Office Building 2	5631 36 Ave S	\$516,850	\$2,548	\$510	\$510
6/3/2016	Good Samaritan Addition	4502 37 Ave S	\$3,912,000	\$16,225	\$3,245	\$3,245
6/8/2016	Charism Day Care	612 23 St S	\$1,000	\$40	\$35	\$35
6/8/2016	Lowman/Hadeland Storefront	406 Broadway N	\$225,300	\$1,298	\$260	\$0
6/8/2016	Valley Mortgage New Building	3315 45 St S	\$2,015,000	\$8,637	\$1,727	\$1,727
6/10/2016	Trista Salon Fit-Up	3625 Lincoln St S	\$130,000	\$886	\$177	\$35
6/10/2016	Faith Tots Fit-Up	3625 Lincoln St S	\$130,000	\$886	\$177	\$35
6/13/2016	Nodak Mutual Parking Lot Addition	1101 1 Ave N	\$34,700	\$379	\$76	\$35
6/13/2016	Imaging Solutions Fit-Up	5257 27 St S	\$185,000	\$1,122	\$224	\$0
6/17/2016	EG & Co Garage	1102 7 St N	\$38,000	\$402	\$80	\$0
6/17/2016	Timber Creek Dental	5180 Prosperity Way S	\$150,000	\$972	\$194	\$0
6/20/2016	KIBA Interior Fit-Up	5192 51 Ave S	\$350,000	\$1,832	\$366	\$0
6/21/2016	T-Mobile Antennas	2525 Broadway N	\$12,500	\$172	\$35	\$0
6/22/2016	Curious Kids Daycare	1101 19 Ave N	\$1,000	\$40	\$35	\$35
6/23/2016	Econolodge Remodel	1401 35 St S	\$40,000	\$417	\$83	\$35
6/23/2016	Little Jungle Daycare	3261 42 St S	\$1,270,000	\$5,657	\$1,131	\$1,131
6/27/2016	Freedom Chiropractic Fit-Up	3587 45 St S	\$150,000	\$972	\$194	\$0
6/28/2016	Mom's Kitchen Inc	1322 Main Ave S	\$20,000	\$249	\$50	\$50
6/28/2016	Southhill Private Drive	4100 41 Ave S	\$75,000	\$624	\$125	\$125
6/28/2016	Centennial Hall Demolition	210 3 St N	\$619,858	\$2,981	\$596	\$596
6/30/2016	Fargo Fit Life Fit-Up	5258 51 Ave S	\$52,000	\$502	\$100	\$0
6/30/2016	Edward Jones Fit-Up	3475 45 St S	\$53,900	\$513	\$103	\$0
6/30/2016	Verizon Wireless Tower	3350 57 St N	\$205,000	\$1,208	\$242	\$0
6/30/2016	Office Building Foundation & Sitework	4150 19 Ave S	\$812,000	\$3,787	\$757	\$757
6/30/2016	Woodrow Wilson Apartments	315 University Dr N	\$3,993,262	\$16,553	\$3,311	\$0

7/6/2016	TNT Kid's Fitness	2800 Main Ave	\$2,875	\$62	\$35	\$35
7/6/2016	True North Steel Addition	5 23 St N	\$45,000	\$454	\$91	\$91
7/6/2016	Jamestown College Fit-Up	4143 26 Ave S	\$145,000	\$950	\$190	\$35
7/6/2016	Legacy Children's Foundation	725 28 St N	\$164,000	\$1,032	\$206	\$0
7/7/2016	Martial Arts Studio Fit-Up	5200 51 Ave S	\$50,000	\$492	\$98	\$0
7/7/2016	Mainstay Suites Exterior Finishes	1901 44 St S	\$320,000	\$1,703	\$341	\$0
7/7/2016	Cognosante Remodel	300 45 St S	\$637,460	\$3,056	\$611	\$35
7/7/2016	Butler Business Park Building 1	3500 Main Ave S	\$5,506,500	\$22,605	\$4,521	\$4,521
7/11/2016	Dock 22 Warehouse	3402 4 Ave S	\$4,600,000	\$18,977	\$3,795	\$3,795
7/12/2016	Wild Bill's Sports Saloon Patio	1776 45 St S	\$10,000	\$139	\$35	\$35
7/12/2016	Crown Jewels Fit-Up	4487 Calico Dr S	\$120,105	\$847	\$169	\$0
7/12/2016	360 Partners New Warehouse	3509 4 Ave S	\$450,000	\$2,262	\$452	\$452
7/14/2016	Homewood Suites Pergola	2021 16 St N	\$1,500	\$51	\$35	\$0
7/15/2016	Front Street Taproom	614 Main Ave S	\$1,000	\$40	\$35	\$35
7/15/2016	All City Auto Warming House	4090 Main Ave S	\$40,000	\$417	\$83	\$35
7/15/2016	All American Title Fit-Up	3611 Lincoln St S	\$115,000	\$821	\$164	\$0
7/15/2016	Haute Yogis Fit-Up	5257 27 St S	\$150,000	\$972	\$194	\$35
7/15/2016	Walster Hall Lab Remodel	1501 Albrecht Blvd N	\$408,620	\$2,085	\$417	\$0
7/15/2016	Roberts Street Parking Ramp	217 Robert St N	\$800,000	\$3,737	\$747	\$474
7/15/2016	U32 Student Housing	1151 32 Ave N	\$13,895,000	\$56,157	\$11,231	\$11,231
7/19/2016	Sanford Southpointe Phase IV	2400 32 Ave S	\$350,000	\$1,832	\$366	\$0
7/22/2016	Culvers Exterior Finishes	4615 13 Ave S	\$24,000	\$293	\$59	\$0
7/22/2016	Luxury Designs Showroom	3471 University Dr S	\$50,000	\$492	\$98	\$0
7/22/2016	Bilt-Mor Parking Lot	1620 1 Ave N	\$391,715	\$1,926	\$385	\$402
7/25/2016	Best Buy Remodel	1615 38 St S	\$200,000	\$1,187	\$237	\$0
7/25/2016	Osgood Shoppes East	4281 45 St S	\$830,000	\$4,283	\$857	\$772
7/26/2016	Baby Bloomers	4820 30 Ave S	\$20,000	\$249	\$50	\$35
7/26/2016	Schiele Enterprises Fit-Up	100 36 St S	\$237,000	\$1,346	\$269	\$0
7/26/2016	Louden 2nd & 3rd Floor Fit-Up	64 4 St N	\$270,000	\$1,488	\$298	\$0
7/28/2016	Restaurant	1100 19 Ave N	\$5,000	\$84	\$35	\$35
7/29/2016	Suite 101B	4133 30 Ave S	\$25,000	\$304	\$61	\$0
7/29/2016	Dermatology Fit-up	4133 30 Ave S #101	\$40,000	\$417	\$83	\$0
7/29/2016	Daves Classics	101 40 St S	\$255,000	\$1,423	\$285	\$285
7/29/2016	A Cutting Edge	4507 33 Ave S	\$1,130,000	\$5,097	\$1,019	\$1,019

		TOTAL VALUE OF PROPERTIES	REPAIR FEE	ROOFING FEE ACFT.	ROUTING FEE CHARGES
7/29/2016	Maplewood Estates Building 1	5880 41 St S	\$3,750,000	\$15,577	\$3,115
7/29/2016	Maplewood Estates Building 2	4000 58 Ave S	\$3,750,000	\$15,577	\$3,115
7/29/2016	NDSU Churchill Hall	1300 Centennial Blvd	\$3,763,383	\$15,633	\$0
8/1/2016	Southpointe Mall Parking Lot	3060-3140 25 St S	\$739,900	\$3,485	\$697
8/2/2016	St. Mark's Massage Fit-Up	670 4 Ave N	\$50,000	\$492	\$98
8/3/2016	Open Park Shelter	1 11 Ave N	\$12,000	\$161	\$35
8/3/2016	Suite 118 Fit-Up	5143 51 Ave S	\$30,000	\$342	\$68
TOTALS:			\$228,385,830	\$976,080	\$195,433
					\$136,229

-136  
59,600

\$ 59K / 7 x 12 = \$101,000

APPROX \$101K Annually?

## **RESIDENTIAL BUILDING PERMIT VALUATION ESTIMATES (Minimum):**

### **SINGLE FAMILY OR TWINHOME (Includes additions)**

\$95.00 PER FINISHED SQUARE FOOT  
\$25.00 PER UNFINISHED SQUARE FOOT OF BASEMENT  
\$45.00 PER SQUARE FOOT TO FINISH

### **GARAGE**

\$20.00 PER SQUARE FOOT OF GARAGE (DETACHED)  
\$25.00 PER SQUARE FOOT OF GARAGE (ATTACHED)

### **LAWN SHED**

\$10.00 PER SQUARE FOOT OF LAWN SHED OR RESIDENTIAL STORAGE  
BUILDING

### **PATIO DECK**

\$10.00 PER SQUARE FOOT OF UNCOVERED PATIO DECK (Additional value  
required if covered)

### **APARTMENT BUILDING**

\$ PER ICC BUILDING VALUATION DATA TABLE

We will start calculating for all permits and using the values shown above for all permits including contractor and owner driven permits. This should level the field with permit fees. Remember these values are minimum and values will and can certainly be higher. Revisions are underscored.

**Bruce Taralson**

**December 12, 2017**

**(updated from previous Ron Strand dated March 17, 2005, 2009 and 4/15/11)**

## **BUILDING PERMIT VALUATION ESTIMATES:**

### **SINGLE FAMILY OR TWINHOME (INCLUDING ADDITIONS TO EXISTING BUILDINGS)**

\$65.00 PER FINISHED SQUARE FOOT

\$25.00 PER UNFINISHED SQUARE FOOT

\$35.00 PER SQUARE FOOT TO FINISH

### **GARAGE**

\$16.00 PER SQUARE FOOT OF GARAGE (DETACHED)

\$20.00 PER SQUARE FOOT OF GARAGE (ATTACHED)

### **LAWN SHED**

\$10.00 PER SQUARE FOOT OF LAWN SHED OR RESIDENTIAL STORAGE BUILDING

### **PATIO DECK**

\$10.00 PER SQUARE FOOT OF UNCOVERED PATIO DECK (\$15.00 PER SQUARE FOOT COVERED)

### **APARTMENT BUILDING**

\$65.00 PER FINISHED SQUARE FOOT

### **SIDING**

\$

**RON C STRAND**  
**MARCH 17, 2005**  
**(updated 2009 and 4/15/11)**

## RESIDENTIAL VALUATION INCREASE JUSTIFICATION

The attached spreadsheet 'Sales Averages 2014-2015' was used to determine the increase to the value we would like to use for residential permits. Please keep in mind that this is only to get valuations accurate and should not be seen as an increase. You will see how low some current applications are submitted at which are way below the actual valuations. Here is a summary if you do not want to review all information:

Example of change from minimum value of \$65 to \$95:

Permit for a 1600sf home at \$65/sf= \$104,000 value home and permit fee of \$521.

Permit for a 1600sf home at \$95/sf= \$152,000 value home and permit fee of \$648.

Current average sales value of homes \$160/sf (see spreadsheet or below for more info).

Permit for a 1600sf home at \$160/sf= \$256,000 value home and permit fee of \$923.

### SUPPORTING DATA

Here are some valuations taken from attached data showing 6 different contractors and current sales of homes:

	Count	Average \$/SF	Avg Bldg Price	Avg Total Price
TERRY BECKER CONSTRUCTION	4	311	611,000	682,000
HANSON BROS INC	4	211	381,000	430,000
HERITAGE HOMES LLC	19	160	365,000	451,000
THOMSEN HOMES LLC	43	165	240,000	295,000
DABBERT CUSTOM HOMES LLC	13	98	227,000	289,000
JORDAHL CUSTOM HOMES INC	64	124	210,000	250,000

Additional information:

You will see under 'summary data' the different types of residential structures and sales. This summary data was taken from the next two tabs 'All Sales' and Land Sales' which were given to us by assessor department. The last (lowest) table on the summary page shows home sales by various contractors with the sales price per square foot (sf) which was used to arrive at the average sales price per sf. You will see that is \$160 and the lowest sales per sf was \$98. At \$95, we will be well below the average.

The last tab (2016 fee calcs) shows 33 permits just written and the effect on each. It shows the total value at our new \$95/sf, the fee for that value, the actual submitted value and the fee for that, the difference between the two and what the fee difference would be between \$95 and actual submitted. The total numbers on the bottom were created by Melissa who did this spread sheet for me. They add up all the increases. That is because we will only be using a minimum and increased values which are the norm for higher valued properties will still be above the \$95. I also noticed the spreadsheet missed line 28 so the actual total would be \$2827 and bring this change closer to \$20,000. I think with more homes being in the \$200,000-300,000 range, the change would be closer to \$20-30,000.

Our goal is to use this new policy as a calculated value at front counter permits to ease the determination for permits written at the front counter. We will use it as a basis for all residential projects that we review to make a more fair determination. Most higher value homes are well above this average and most are 100% or more higher. I have attached the summary revised policy if we choose to go in this direction. I want to add that all values we are proposing are well below construction average costs of today. This should have been done previously or done in more smaller increments to alleviate a larger jump. We will watch this issue annually from now on to try to suggest more modest value increases.

Bruce Taralson  
Inspections Administrator  
4.20.17

# RECENT SALE HISTORY FROM ASSESSORS

Address	Contractor	Permit	Sale Price	Difference	Notes
1467 75 Ave S	Designer Homes of FM	\$480,000	\$682,655	\$202,655	
1481 75 Ave S	Designer Homes of FM	\$460,000	\$577,100	\$117,100	
1946 67 Ave S	Designer Homes of FM	\$370,000	\$544,300	\$174,300	
1956 69 Ave S	Sunrise Custom Homes	\$360,000	\$320,800	(\$39,200)	
2031 69 Ave S	Designer Homes of FM	\$300,000	\$486,900	\$186,900	
2080 75 Ave S	Thomsen Homes	\$174,000	\$282,908	\$108,908	
2122 68 Ave S	Thomsen Homes	\$202,000	\$344,199	\$142,199	Sep. lower lvl permit
2126 65 Ave S	Thomsen Homes	\$148,000	\$197,681	\$49,681	
2161 68 Ave S	Adams Development	\$165,000	\$233,500	\$68,500	
2164 67 Ave S	Adams Development	\$180,000	\$254,518	\$74,518	
2189 68 Ave S	Adams Development	\$165,000	\$221,300	\$56,300	
2196 65 Ave S	Thomsen Homes	\$141,000	\$185,575	\$44,575	
2297 58 Ave S	Eid-Co Builders	\$221,000	\$286,959	\$65,959	
2330 63 Ave S	Eid-Co Builders	\$156,200	\$210,310	\$54,110	Sep. deck permit
2330 63 Ave S	Eid-Co Builders	\$156,200	\$210,310	\$54,110	Sep. deck permit
2603 Golden Valley Pkwy S	Monarch Homes	\$214,000	\$322,000	\$108,000	
2714 70 Ave S	Krueger Construction	\$280,000	\$291,900	\$11,900	
2741 Golden Valley Pkwy S	Monarch Homes	\$235,000	\$342,600	\$107,600	
3373 55 St S	Dabbert Custom Homes	\$236,900	\$283,200	\$46,300	
3508 47 Ave S	Thomsen Homes	\$145,000	\$206,399	\$61,399	
3582 47 Ave S	Thomsen Homes	\$142,000	\$192,645	\$50,645	
3582 47 Ave S	Thomsen Homes	\$142,000	\$192,645	\$50,645	
3590 54 St S	Harry Gilbertson Construction	\$350,000	\$438,100	\$88,100	
3609 Crimson Loop S	Huso Jupic Construction	\$200,000	\$372,500	\$172,500	
3614 Crimson Loop S	Abodz	\$450,000	\$409,900	(\$40,100)	
3651 Taylor St S	Krueger Construction	\$250,000	\$310,000	\$60,000	Sep. lower lvl permit
3676 Crimson Loop S	Abodz	\$450,000	\$450,500	\$500	
3679 Crimson Loop S	Harry Gilbertson Construction	\$285,000	\$336,500	\$51,500	
3684 56 St S	Dabbert Custom Homes	\$229,000	\$264,900	\$35,900	
3684 Valley View Dr S	Turn Key Construction	\$310,000	\$343,000	\$33,000	
3686 Crimson Loop S	Cornerstone Specialties	\$405,000	\$391,400	(\$13,600)	Sep. foundation permit
3694 56 St S	Dabbert Custom Homes	\$249,000	\$291,500	\$42,500	
3697 54 St S	Titan Homes	\$325,000	\$375,700	\$50,700	



3929 47 Ave S	Krueger Construction	\$349,000	\$468,000	\$119,000	
4215 Pine Pkwy S	Monarch Homes	\$240,000	\$332,100	\$92,100	
4273 G Coventry Dr S	Paula Rae Homes	\$250,000	\$378,700	\$128,700	
4294 Pine Pkwy S	Heritage Homes	\$307,000	\$398,900	\$91,900	
4304 Estate Dr S	Vanoverschelde Custom Homes	\$170,000	\$176,000	\$6,000	Twinhome
4310 Estate Dr S	Vanoverschelde Custom Homes	\$170,000	\$176,000	\$6,000	Twinhome
4318 Estate Dr S	Vanoverschelde Custom Homes	\$170,000	\$176,000	\$6,000	Twinhome
4324 Estate Dr S	Vanoverschelde Custom Homes	\$170,000	\$176,000	\$6,000	Twinhome
4330 Estate Dr S	Vanoverschelde Custom Homes	\$170,000	\$176,000	\$6,000	Twinhome
4359 21 St S	Jordahl Custom Homes	\$215,000	\$246,755	\$31,755	
4706 34 St S	Equity Home Builders	\$270,000	\$377,500	\$107,500	
4773 32 St S	Designer Homes of FM	\$470,000	\$781,100	\$311,100	
4773 40 St S	Building Concepts	\$250,000	\$360,000	\$110,000	
4784 40 St S	BMW Homes	\$360,000	\$379,000	\$19,000	Sep. lower lvl permit
4790 Tallgrass Cove S	Carpco Inc	\$600,000	\$722,800	\$122,800	
4804 40 St S	Holly & Company	\$265,000	\$424,900	\$159,900	
4835 39 St S	Hanson Bros Inc	\$435,000	\$436,800	\$1,800	Sep. foundation permit
4851 39 St S	Heritage Homes	\$343,000	\$451,600	\$108,600	
4895 53 St S	Brookstone Property	\$180,000	\$227,400	\$47,400	
4968 Avery Ln S	Holly & Company	\$220,000	\$379,000	\$159,000	
5012 Prosperity Way S	Heritage Homes	\$310,000	\$545,200	\$235,200	
5423 35 Ave S	Dabbert Custom Homes	\$249,900	\$287,900	\$38,000	
5445 Justice Dr S	Thomsen Homes	\$175,000	\$269,486	\$94,486	
5476 37 Ave S	Qin Construction	\$395,000	\$420,600	\$25,600	Sep fdn & bsmt permit
5479 34 Ave S	BMW Homes	\$275,000	\$312,000	\$37,000	
5494 Tanner Ave S	Jordahl Custom Homes	\$238,000	\$241,638	\$3,638	
5563 43 St S	Verity Homes	\$240,900	\$251,490	\$10,590	
5636 58 St S	Adams Development	\$155,000	\$228,005	\$73,005	
5663 67 St S	Jordahl Custom Homes	\$231,000	\$290,110	\$59,110	
5679 43 St S	Verity Homes	\$270,000	\$268,490	(\$1,510)	
5780 58 St S	Jordahl Custom Homes	\$223,000	\$283,400	\$60,400	
5841 63 Ave S	Jordahl Custom Homes	\$160,000	\$186,221	\$26,221	
5893 58 Ave S	Thomsen Homes	\$127,500	\$181,900	\$54,400	Twinhome
5909 59 Ave S	Adams Development	\$184,000	\$238,200	\$54,200	

5913 58 Ave S	Thomsen Homes	\$127,500	\$181,900	\$54,400	Twinhome
5925 58 St S	Jordahl Custom Homes	\$181,000	\$189,820	\$8,820	Twinhome
5927 59 Ave S	Adams Development	\$132,000	\$203,585	\$71,585	
5933 58 St S	Jordahl Custom Homes	\$181,000	\$190,160	\$9,160	Twinhome
5946 59 St S	Jordahl Custom Homes	\$154,000	\$205,645	\$51,645	
5947 59 Ave S	Adams Development	\$135,000	\$183,775	\$48,775	
5963 59 Ave S	Adams Development	\$150,000	\$222,205	\$72,205	
5967 59 St S	Adams Development	\$160,000	\$212,850	\$52,850	
5970 59 Ave S	Adams Development	\$134,000	\$195,685	\$61,685	
5991 59 Ave S	Jordahl Custom Homes	\$178,000	\$201,600	\$23,600	
5996 59 St S	Adams Development	\$154,000	\$218,805	\$64,805	
6007 59 Ave S	Adams Development	\$133,000	\$171,700	\$38,700	Twinhome
6007 59 St S	Adams Development	\$131,700	\$179,182	\$47,482	Twinhome
6007 Wildflower Dr S	Designer Homes of FM	\$380,000	\$604,600	\$224,600	
6011 59 St S	Adams Development	\$131,700	\$179,182	\$47,482	Twinhome
6029 59 Ave S	Adams Development	\$133,000	\$171,700	\$38,700	Twinhome
6042 Autumn Dr S	Jordahl Custom Homes	\$223,000	\$266,100	\$43,100	
6045 58 St S	Jordahl Custom Homes	\$181,000	\$189,420	\$8,420	Twinhome
6049 59 Ave S	Adams Development	\$132,000	\$184,375	\$52,375	
6053 Wildflower Dr S	Carpenter Homes (Chris Siverson)	\$750,000	\$713,800	(\$36,200)	
6063 59 St S	Jordahl Custom Homes	\$176,000	\$212,900	\$36,900	
6079 58 St S	Jordahl Custom Homes	\$181,000	\$189,420	\$8,420	Twinhome
6088 58 St S	Jordahl Custom Homes	\$160,000	\$189,334	\$29,334	
6090 Autumn Dr S	Jordahl Custom Homes	\$178,000	\$198,600	\$20,600	
6092 59 St S	Jordahl Custom Homes	\$170,000	\$236,972	\$66,972	
6109 Marigold Loop S	Urban Prairie Homes	\$390,000	\$472,100	\$82,100	
6110 61 Ave S	Adams Development	\$180,000	\$252,100	\$72,100	
6115 63 Ave S	Jordahl Custom Homes	\$180,000	\$209,453	\$29,453	
6118 60 Ave S	Thomsen Homes	\$175,000	\$238,343	\$63,343	
6131 Wildflower Dr S	Heritage Homes	\$643,000	\$1,267,000	\$624,000	
6135 Marigold Loop S	Krueger Construction	\$435,000	\$428,700	(\$6,300)	
6146 14 St S	Alliance Inc	\$220,000	\$304,300	\$84,300	
6146 59 Ave S	Adams Development	\$131,000	\$200,450	\$69,450	
6147 Marigold Loop S	Plecity-Kowalski	\$404,000	\$592,500	\$188,500	Sep deck permit

6148 61 Ave S	Jordahl Custom Homes	\$173,000	\$200,215	\$27,215	
6159 Maple Valley Dr S	JKL Homes	\$270,000	\$258,000	(\$12,000)	
6161 60 Ave S	Adams Development	\$135,600	\$171,700	\$36,100	Twinhome
6162 60 Ave S	Jordahl Custom Homes	\$207,000	\$228,200	\$21,200	
6175 60 Ave S	Adams Development	\$135,600	\$171,700	\$36,100	Twinhome
6190 61 Ave S	Adams Development	\$180,000	\$241,500	\$61,500	
6202 59 Ave S	Thomsen Homes	\$165,000	\$233,200	\$68,200	
6207 59 Ave S	Adams Development	\$133,380	\$187,525	\$54,145	
6208 18 St S	Eid-Co Builders	\$221,000	\$292,711	\$71,711	
6229 59 Ave S	Jordahl Custom Homes	\$140,000	\$194,417	\$54,417	
6243 60 Ave S	Adams Development	\$138,000	\$184,582	\$46,582	Twinhome
6243 63 Ave S	Jordahl Custom Homes	\$181,000	\$189,293	\$8,293	Twinhome
6244 49 Ave S	Heritage Homes	\$321,000	\$393,300	\$72,300	
6251 63 Ave S	Jordahl Custom Homes	\$181,000	\$189,293	\$8,293	Twinhome
6255 60 Ave S	Adams Development	\$138,000	\$184,582	\$46,582	Twinhome
6258 Cattail Cove S	T & S Custom Homes	\$551,000	\$622,000	\$71,000	
6259 18 St S	Thomsen Homes	\$211,555	\$282,099	\$70,544	Sep. lower lvl permit
6265 18 St S	Thomsen Homes	\$195,000	\$251,299	\$56,299	
6267 59 Ave S	Thomsen Homes	\$145,000	\$228,560	\$83,560	
6267 60 Ave S	Adams Development	\$156,500	\$223,010	\$66,510	
6272 59 Ave S	Adams Development	\$133,000	\$191,325	\$58,325	
6273 18 St S	Thomsen Homes	\$190,645	\$254,914	\$64,269	
6273 18 St S	Thomsen Homes	\$190,645	\$254,914	\$64,269	
6281 Maple Valley Dr S	J & L Construction	\$162,900	\$185,200	\$22,300	
6285 60 Ave S	Jordahl Custom Homes	\$210,000	\$260,916	\$50,916	
6289 18 St S	Thomsen Homes	\$202,000	\$282,100	\$80,100	Sep. lower lvl permit
6294 61 Ave S	Adams Development	\$203,990	\$240,100	\$36,110	Sep. lower lvl permit
6304 31 St S	Designer Homes of FM	\$300,000	\$532,400	\$232,400	
6569 21 St S	Thomsen Homes	\$165,000	\$232,000	\$67,000	
6575 21 St S	Thomsen Homes	\$191,230	\$244,686	\$53,456	
6575 21 St S	Thomsen Homes	\$191,230	\$244,686	\$53,456	
6575 21 St S	Thomsen Homes	\$166,500	\$247,500	\$81,000	
6590 Deer Creek Pkwy S	Thomsen Homes	\$166,500	\$247,500	\$81,000	
6601 57 Ave S	Jordahl Custom Homes	\$220,000	\$236,389	\$16,389	
6602 58 Ave S	Thomsen Homes	\$190,000	\$231,700	\$41,700	

ASSESSORS SALES HISTORY.

		<u>PERMIT</u>	<u>SALES</u>	<u>DIFFERENCE</u>
6608 57 Ave S	Thomsen Homes	\$180,000	\$301,901	\$121,901
6638 57 Ave S	Thomsen Homes	\$174,000	\$236,100	\$62,100
6653 59 Ave S	Turn Key Construction	\$165,000	\$213,500	\$48,500
6680 Deer Creek Pkwy S	Thomsen Homes	\$171,210	\$231,699	\$60,489
6712 Ashwood Loop S	Krueger Construction	\$285,000	\$381,100	\$96,100
6737 21 St S	Brookstone Property	\$225,000	\$256,700	\$31,700
6781 21 St S	BMW Homes	\$300,000	\$385,400	\$85,400
6809 Crofton Ln S	Designer Homes of FM	\$425,000	\$847,000	\$422,000
6827 21 St S	Brookstone Property	\$225,000	\$249,400	\$24,400
6887 Crofton Ln S	Monarch Homes	\$680,000	\$715,900	\$35,900
6931 Golden Valley Pkwy S	Designer Homes of FM	\$350,000	\$571,300	\$221,300
7067 Golden Valley Pkwy S	Plecty-Kowalski	\$350,000	\$543,400	\$193,400
7229 15 St S	Monarch Homes	\$430,000	\$469,500	\$39,500
7308 21 St S	Thomsen Homes	\$145,000	\$223,582	\$78,582
7349 21 St S	Jordahl Custom Homes	\$215,000	\$242,705	\$27,705
7359 21 St S	Jordahl Custom Homes	\$215,000	\$242,705	\$27,705
7387 Eagle Pointe Dr S	Footit Homes	\$400,000	\$905,900	\$505,900
7394 15 St S	Plecty-Kowalski	\$400,000	\$601,200	\$201,200
7455 15 St S	Design One	\$201,000	\$220,800	\$19,800
7462 15 St S	Designer Homes of FM	\$300,000	\$570,400	\$270,400
	<b>AVERAGES:</b>	<b>\$240,075</b>	<b>\$313,347</b>	<b>\$73,272</b>
	<b>TOTALS:</b>	<b>\$37,451,485</b>	<b>\$48,938,068</b>	<b>\$11,486,583</b>

This list includes homes that were on the 2016 Fall Parade of homes, houses that were listed for sale in January, 2017, and houses on the 2017 Spring Parade of Homes.  
 "Sale Price" is the list price less the land value assigned per City Assessor's records.

23% UNREVIEWED

**FARGO**  
**RESIDENTIAL**  
**BUILDING PERMIT FEES**  
 (one- and two-family dwellings)

**EFFECTIVE January 1, 2018**

<b>TOTAL VALUATION</b>	<b>FEE</b>
Up to and including \$1,000.00	\$35.00
\$1,001.00 to \$100,000.00	\$35.00 for the first \$1,000.00 plus \$4.80 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 and up	\$510.20 for the first \$100,000.00 plus \$2.65 for each additional \$1,000.00 or fraction thereof

<b>Demolition Permit:</b>	\$100.00 / \$35.00 for buildings under 400 SF and buildings without utility services.
<b>House Moving Permit:</b>	\$300.00 / <del>\$25.00</del> <u>\$35.00 (2018)</u> for buildings under 400 SF and buildings without utility services. <del>\$150.00 / \$25.00</del> <u>\$35.00 (2018)</u> for moves within extraterritorial area.
<b>Board of Appeals</b>	\$150.00

<b>Other Inspections and Fees:</b>	<b>2014</b>	<b>2018</b>
1. Inspections outside of normal business hours (minimum charge -- two hours)	\$60.00 per hour*	\$70.00 per hour*
2. Re-inspection fees assessed under provisions of Section 108 of the International Residential Code	\$60.00 per hour*	\$70.00 per hour*
3. Inspections for which no fee is specifically indicated (minimum charge -- one-half hour)	\$60.00 per hour*	\$70.00 per hour*
4. Additional plan review required by changes, additions or revision to plans (minimum charge -- one-half hour)	\$60.00 per hour*	\$70.00 per hour*
5. For use of outside consultants for plan checking and inspections, or both.	Actual Cost **	Actual Cost **

\* Or the total hourly cost to the jurisdiction, whichever is the greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead cost.

City	Population	2k SF Fee	Value/SF
Akron OH	199,110	\$ 1,150	\$.50/square foot fee and 150 site plan review
Aurora IL	197,889	\$ 1,472	\$ 112.65 (\$1303 is minimum fee)
Springfield MO	191,458	\$ 248	<del>185.00</del> <i>95 in 2017</i>
Overland Park KS	173,372	\$ 1,059	105.93 ICC Valuation Table
Sioux Falls SD	153,888	\$ 608	<del>85.00</del> Plus garage and unfinished
Rockford IL	152,871	\$ 1,284	\$ 110.29
Olathe KS	125,872	\$ 713	\$.31/square foot fee and 15%/min \$30 review fee
Evansville IN	117,429	\$ 100	\$.05/GROSS SF fee, plus \$200 local review or \$150 state req.
Peoria IL	115,007	\$ 1,000	\$.50/square foot fee plus \$.25/SF for bsmt rough
Columbia MO	108,500	\$ 506	\$ 112.65 Plus garage and unfinished & add'l 50% for review fee
Fargo ND	115,863	\$ 590	\$ 65.00

Column 3 is the permit fee for 2,000 square feet of finished space ONLY with no revision/resubmittal. This does not address any unfinished lower level space, garages, or additional review fees. The City of Fargo fee would not change with the inclusion of these spaces but, for instance, the fee for Columbia MO would increase with an unfinished basement and two-stall garage to \$632 and for Olathe KS would rise to \$1,418. Sioux Falls would charge \$770 for the same permit.

<b>Residential Permit Fees 2006</b>		
Up to and including \$1,000	\$30.00	
\$1,001 to \$1000,000	\$30.00 for the first \$1,000 plus \$4.40 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.	
\$100,001 and Up	\$465.60 for the first \$100,000.00 plus \$2.40 for each additional \$1,000.00 or fraction thereof.	
<b>Residential Permit Fees 2008</b>		
Up to and including \$1,000	\$30.00	
\$1,001 to \$1000,000	\$30.00 for the first \$1,000 plus \$4.55 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.	
\$100,001 and Up	\$480.45 for the first \$100,000.00 plus \$2.50 for each additional \$1,000.00 or fraction thereof. (Increase of 3.2% from 2006)	
<b>Residential Permit Fees 2014</b>		
Up to and including \$1,000	\$35.00	
\$1,001 to \$1000,000	\$35.00 for the first \$1,000 plus \$4.80 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.	
\$100,001 and Up	\$510.20 for the first \$100,000.00 plus \$2.65 for each additional \$1,000.00 or fraction thereof. (Increase of 6.1% from 2008)	
<b>Residential Permit Fees 2018</b>		
Up to and including \$1,000	No Change	
\$1,001 to \$1000,000		
\$100,001 and Up		

**COMMERCIAL  
 BUILDING PERMIT AND PLAN REVIEW FEES**

Effective January 1, 2018

TOTAL VALUATION	FEE
Up to and including \$1,000.00	\$40.00
\$1,001.00 to \$25,000.00	\$40.00 for the first \$1,000.00 plus \$11.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$304.00 for the first \$25,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$491.50 for the first \$50,000.00 plus \$5.30 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$756.50 for the first \$100,000.00 plus \$4.30 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$2476.50 for the first \$500,000.00 plus \$4.20 for each additional \$1,000.00 or fraction thereof to and including \$1,000,000.00
\$1,000,001.00 and up	\$4576.50 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof

<b>Demolition Permit:</b>	\$100.00 / <del>\$35.00</del> \$40.00 (2018) for buildings under 400 SF and buildings without utility services.
<b>House Moving Permit:</b>	\$300.00 / <del>\$25.00</del> \$40.00 (2018) for buildings under 400 SF and buildings without utility services. \$150.00 / <del>\$25.00</del> \$40.00 (2018) for moves within extraterritorial area.
<b>Board of Appeals:</b>	\$150.00 filing fee
<b>Plan Review:</b> All projects when a plan review is required. Projects for which a site plan review is required.	Twenty (20) percent of the attributable building permit fee. Minimum fee \$40.

Other Inspections and Fees:	2018
1. Inspections outside of normal business hours (minimum charge -- two hours) \$60.00 per hour*	\$70.00 per hour*
2. Reinspection fees assessed under provisions of Section 108 and 109 of the International Building Code \$60.00 per hour*	\$70.00 per hour*
3. Inspections for which no fee is specifically indicated (minimum charge -- one-half hour) \$60.00 per hour*	\$70.00 per hour*
4. Additional plan review required by changes, additions or revision to plans (minimum charge -- one-half hour) \$60.00 per hour*	\$70.00 per hour*
5. For use of outside consultants for plan checking and inspections, or both. Actual Cost **	Actual Cost **

\* Or the total hourly cost to the jurisdiction, whichever is the greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead cost.



<b>Commercial Permit Fees 2006</b>	
\$1 to \$1,000	\$23.00
\$1,001 to \$25,000	\$23.00 for the first \$1,000.00 plus \$7.35 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$199.40 for the first \$25,000.00 plus \$5.25 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$330.65 for the first \$50,000.00 plus \$3.70 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 and Up	\$515.65 for the first \$100,000.00 plus \$3.15 for each additional \$1,000.00 or fraction thereof
<b>Commercial Permit Fees 2008</b>	
Up to and including \$1,000	\$35.00
\$1001 to \$25,000	\$35.00 for the first \$1,000 plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$299.00 for the first \$25,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$474.00 for the first \$50,000 plus \$5.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.
\$100,001 and Up	\$724.00 for the first \$100,000 plus \$4.00 for each additional \$1,000 or fraction thereof. (Increase of 40% on \$100,000 from 2006)
<b>Commercial Permit Fees 2014</b>	
Up to and including \$1,000	\$40.00
\$1001 to \$25,000	\$40.00 for the first \$1,000 plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$304.00 for the first \$25,000 plus \$7.50 for each additional \$1,000, or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$491.50 for the first \$50,000 plus \$5.30 for each additional \$1,000, or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$756.50 for the first \$100,000 plus \$4.30 for each additional \$1,000 or fraction thereof, to and including \$500,000.

\$500,001 to \$1,000,000	\$2476.50 for the first \$500,000 plus \$4.20 for each additional \$1,000 or fraction thereof to and including \$1,000,000.
\$1,000,001 and Up	\$4576.50 for the first \$1,000,000 plus \$4.00 for each additional \$1,000 or fraction thereof. (Increase of 4.4% on \$100,000 from 2008)
<b>Commercial Permit Fees 2018</b>	
Up to and including \$1,000	No Change
\$1001 to \$25,000	
\$25,001 to \$50,000	
\$50,001 to \$100,000	
\$100,001 to \$500,000	
\$500,001 to \$1,000,000	
\$1,000,001 and Up	

**Summary of proposed Permit fee changes for Inspections Department starting 1/1/2018**

**Residential permits**

No change in permit fees. Utilize increased actual values to level the playing field when writing permits and use our new values as a minimum. See attached data.

**Commercial permits**

No change in permit fees. Utilize increased actual values to level the playing field when writing commercial permits. Use industry standard values and comparative discretion to compare projects submitted. See attached data.

**Plumbing permit fees.**

Plumbing fees have not been increased for 8 years or since 2008. The State of ND increased fee's which will be implemented in September of 2016. At that time, our fee's will be less than the state. They are also adding an additional fee for larger apartment buildings which demand larger amounts of time due to construction sequencing. We have not looked at doing that. The fee's shown were suggested back in 2014 but not implemented. I ran a calculation for a typical house with 10 plumbing fixtures and a sprinkler system. Our fee's would be \$210.00 and State fee's would be \$210-220. See attached. The plumbing fee issue really came to my attention when we wrote the permits for the Sanford Hospital. The fee for the entire building was only \$13,750 and would not have covered costs of inspecting.

We did an analysis of a permit written in

Home Value	2008	2016	2017
Plumbing			
\$250,000 permit	\$225	\$225	\$274

**Heating permit fees.**

Heating permit fees have remained steady and not increased for 11 years or since 2005. The fee increases were offered to Ron Strand about 5 years ago and not implemented at that time. The same issue of low permit fees for Sanford project as previously explained for plumbing.

We did an analysis of a permit written in

Home Value	2005	2016	2017
Mechanical			
\$250,000 permit	\$105	\$105	\$118

**General fee's.**

Only change is I would like to increase the hourly fee for inspections done outside of normal working hours. The current rate of \$60/hour does not quite cover the costs so we would like to increase to \$70. The option is rarely used.

Bruce Taralson  
December 12, 2017

**COMMERCIAL PERMIT FEE COMPARISON BY CITY on \$250,000 PROJECT**

	Base fee 1st \$100,000	Base fee <100 Additional fee	Addl fee Rate (/ \$1000)	Special fee	Total fee	Notes
Fargo	\$756.50	\$645.00	\$4.30	\$0.00	\$1,401.50	
Moorhead	\$644.60	\$600.00	\$4.00	\$125.00	\$1,369.60	2
West Fargo	\$809.00	\$750.00	\$5.00	\$0.00	\$1,559.00	
Sioux Falls	\$639.50	\$525.00	\$3.50	\$0.00	\$1,164.50	
Grand Forks	\$1,047.00	\$900.00	\$6.00	\$0.00	\$1,947.00	1
Bismarck	\$623.45	\$510.00	\$3.40	\$0.00	\$1,133.45	

**Notes**

1. Flat fee rate for plan reviews of either \$85 or \$250 bsaed on value of work.
2. Special fee goes to State of Minnesota. Plan review fee 25% of permit fee.

**RESIDENTIAL PERMIT FEE COMPARISON BY CITY on \$250,000 PROJECT**

	Base fee 1st \$100,000	Base fee <100 Additional fee	Addl fee Rate (/ \$1000)	Special fee	Total fee	Notes
Fargo	\$510.20	\$397.50	\$2.65	\$0.00	\$907.70	
Moorhead	\$484.40	\$345.00	\$2.30	\$125.00	\$954.40	2
West Fargo	\$532.00	\$450.00	\$3.00	\$0.00	\$982.00	
Sioux Falls	\$433.00	\$375.00	\$2.50	\$0.00	\$808.00	
Grand Forks	\$616.00	\$600.00	\$4.00	\$0.00	\$1,216.00	1
Bismarck	\$623.45	\$510.00	\$3.40	\$0.00	\$1,133.45	

**Notes**

1. Flat fee rate for plan reviews of either \$85 or \$250 bsaed on value of work.
2. Special fee goes to State of Minnesota.

**Bruce Taralson**

---

**From:** Beth Wiegman  
**Sent:** Thursday, August 11, 2016 8:42 AM  
**To:** Bruce Taralson  
**Subject:** RE: Hourly rate

It would be approximately \$39.00 per hour.

*39 - w/OT = 58.50  
Vehicle = 10.00 (20 x .5)  
68.50*

Thanks!

*Beth Wiegman, PHR, SHRM-CP*



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**From:** Bruce Taralson  
**Sent:** Thursday, August 11, 2016 8:38 AM  
**To:** Beth Wiegman <BWiegman@cityoffargo.com>  
**Subject:** RE: Hourly rate

Total. What does it cost the city to send out an inspector with all wages, taxes and benefits.

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**From:** Beth Wiegman  
**Sent:** Thursday, August 11, 2016 7:59 AM  
**To:** Bruce Taralson <BTaralson@cityoffargo.com>  
**Subject:** RE: Hourly rate

Do you mean what the take home pay would be with tax and benefit deductions, or are looking for the total compensation package (wage+benefits)?

Thanks!

*Beth Wiegman, PHR, SHRM-CP*



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**From:** Bruce Taralson  
**Sent:** Thursday, August 11, 2016 7:36 AM  
**To:** Beth Wiegman <BWiegman@cityoffargo.com>  
**Subject:** Hourly rate

Can you tell me what an hourly rate would be for an employee making \$30/hr would be with all taxes and benefits?

Bruce



**FARGO**  
**HEATING VENTILATION AND AIR CONDITIONING**  
**PERMIT FEES**

Effective January 1, 2018

	2005 Rates	2018 Rates
Addition to duct work:		
Per Damper, Fire, Smoke or Fire/Smoke	\$1.00	\$5.00
Per heat run or register	\$3.50	\$4.00
Minimum fee	\$28.00	\$35.00
Addition to hot water or steam system:		
Per unit of radiation	\$3.50	\$4.00
Minimum fee	\$28.00	\$35.00
Air handling unit Fan/Coil units	\$36.00	\$40.00
Air to air exchangers (multi-4-plex or over).	\$28.00	\$34.00
Air, Water, or Steam Furnace (installation or replacement):		
Initial 200,000 BTU input	\$36.00	\$40.00
Additional 200,000 BTU input	\$18.00	\$20.00
Maximum fee per unit (58.6 KW Electric equals 200,000 BTU)	\$126.00	\$140.00
Bathroom Exhaust fans and dryer vents(multi-4-plex or over)	\$3.50	\$4.00
Commercial kitchen hood.	\$24.00	\$28.00
Commercial or Industrial Gas or Oil Burning Equipment:		
Initial 200,000 BTU input	\$36.00	\$40.00
Additional 200,000 BTU input	\$18.00	\$20.00
Maximum fee per unit	\$126.00	\$140.00
Cooling Systems (central air chillers, cooling towers):		
Up to 10 ton	\$36.00	\$40.00
Each 10 ton thereafter	\$18.00	\$20.00
Maximum fee per unit	\$126.00	\$140.00
Cooling System Addition, Cooling Coil	\$18.00	\$22.00
Fan connected to single duct.	\$24.00	\$28.00
Gas fired cooling system:		
Initial 200,000 BTU input	\$36.00	\$40.00
Additional 200,000 BTU input	\$18.00	\$20.00
Maximum fee per unit	\$126.00	\$140.00
Gas piping only.	\$33.00	
Gas, Oil Conversion burner or solid fuel:		
Initial 200,000 BTU input	\$36.00	\$40.00
Additional 200,000 BTU input	\$18.00	\$20.00
Maximum fee per unit	\$126.00	\$140.00
Geothermal per loop	\$3.50	\$4.00
Minimum	\$33.00	\$38.00
Heat Pump and Backup Heat ( gas, oil, electric, with initial 200,000 BTU input):		
Initial 200,000 BTU input	\$72.00	\$80.00
Additional 200,000 BTU input	\$18.00	\$20.00
Maximum fee per unit	\$126.00	\$140.00
Heat Pump In Ducted System (backup heat existing)	\$36.00	\$40.00
Installation of a fuel fired space or wall heater	\$33.00	\$40.00

BUILDING: 241-1561 PLUMBING: 241-1560 MECHANICAL: 241-1564 ELECTRICAL: 241-1565 HOUSING: 476-6708

Installation of a hot water unit heater, cabinet unit heater convector, steam heat exchanger, steam apparatus, converter, hydronic coil (hot water, steam, chill water): (hot water or steam)		
initial 200,000 BTU input	\$28.00	\$32.00
additional 200,000 BTU input	\$18.00	\$20.00
Installation of fuel oil tank not requiring a building permit.	\$28.00	\$40.00
LP, A - Containers less than 151 gallons	\$30.00	\$40.00
LP, B - Containers from 151 gallons to 1200 gallons	\$50.00	\$60.00
LP, C - Containers larger than 1200 gallons	\$100.00	\$120.00
LP, LP for Construction	\$30.00	\$40.00
LP, Pumps, Vaporizers, Pump Station, Etc.	\$15.00	\$20.00
Minimum Inspection Fee	\$33.00	\$40.00
Re-heat coil	\$18.00	\$24.00
Repair Work (parts and labor over \$75.00) when permit required.	\$28.00	\$34.00
Residential Air Handling Unit.	\$36.00	\$40.00
Residential Central Air/ Heat Pump	\$36.00	\$40.00
Residential Duct Work Addition:		
Per heat run or register	\$3.50	\$4.00
Minimum fee	\$28.00	\$34.00
Residential Gas Appliance (Fireplace, Gas Log Insert, Range, Clothes Dryer, Outdoor Grill, Lamps, Water Heater, etc.) per appliance	\$33.00	\$38.00
Residential Furnace / Unit Heater Heating Appliance:		
Initial 200,000 BTU input	\$36.00	\$40.00
Additional 200,000 BTU input	\$18.00	\$20.00
Maximum fee per unit	\$126.00	\$140.00
Residential Hot Water Piping Addition		
Per heat run or register	\$3.50	\$4.00
Minimum fee	\$28.00	\$34.00
Solid Fuel(wood or coal) Burning space heating Stove	\$33.00	\$38.00
Temporary Heat.	\$33.00	\$36.00
VAV's	\$5.50	\$10.00
Minimum Charge	\$22.00	\$30.00

<b>Other Inspections and Fees:</b>		
1. Inspections outside of normal business hours (minimum charge -- two hours)	\$60.00 per hour*	\$70.00 per hour*
2. Reinspection fees.	\$60.00 per hour*	\$70.00 per hour*
3. Inspections for which no fee is specifically indicated (minimum charge -- one-half hour)	\$60.00 per hour*	\$70.00 per hour*
4. Additional plan review required by changes, additions or revision to plans. (minimum charge -- one-half hour)	\$60.00 per hour*	\$70.00 per hour*
5. For use of outside consultants for plan checking and inspections, or both.	Actual Cost **	Actual Cost **

\* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead cost.

☆ Permit fees will be charged for all government projects.

☆ Double fees for all work commenced with out a permit. In case of an emergency, a permit must be taken out within 48 hours after commencement of work.

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**FARGO**  
**SCHEDULE FOR PLUMBING & SANITARY**  
**OR STORM SEWER PERMITS**

EFFECTIVE JANUARY 1, 2018

	2008	2018
Water Heating Permits	\$25.00	\$30.00
Inside Plumbing Permits Minimum Fee (includes up to 5 fixtures or traps) (each fixture or trap over 5 is \$5.00 each)	\$35.00	\$40.00 Over 5-\$8.00ea
Original Sanitary or Storm Sewer Line into each building	\$90.00	\$100.00
Disconnect Sanitary or Storm Sewer Line	\$45.00	\$50.00
Additional Sanitary or Storm Sewer Line into each building or to a manhole or Catch Basin	\$25.00	\$30.00
Repair or Replacement of Sanitary or Storm Sewer	\$50.00	\$55.00
Lawn Sprinkler System	\$25.00	\$40.00
Other Inspections and Fees:		
1. Inspections outside of normal business hours (minimum charge -- two hours)	\$60.00 per hour*	\$70.00 per hour*
2. Reinspection fees.	\$60.00 per hour*	\$70.00 per hour*
3. Inspections for which no fee is specifically indicated (minimum charge -- one-half hour)	\$60.00 per hour*	\$70.00 per hour*
4. Additional plan review required by changes, additions or revision to plans (minimum charge -- one-half hour)	\$60.00 per hour*	\$70.00 per hour*
5. For use of outside consultants for plan checking and inspections, or both.	Actual Cost **	Actual Cost **
* Or the total hourly cost to the jurisdiction, whichever is the greater. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.		
** Actual costs include administrative and overhead cost.		
Permits Fees will be charged for all Government projects.		





**PLUMBING INSTALLATION CERTIFICATE**  
**NORTH DAKOTA STATE PLUMBING BOARD**  
 SFN 19307 (10-2012)

North Dakota State Plumbing Board  
 1110 College Drive, Suite 210  
 Bismarck, ND 58501  
 701-328-9977 701-328-9979 (Fax)  
 ndplumb@nd.gov

Number  
**16978**

I hereby certify that the plumbing installation and fixtures described below shall be installed by me, as a licensed plumber, or by licensed plumbers or apprentices under my supervision in accordance with Chapter 43-18 of the North Dakota Century Code and State Plumbing Code.

Plumbing Contractor	Master Plumber Name	City	Telephone Number	License Number
Mailing Address	Physical Address	City	Call Phone Number	
Project Name	Job Site Location (Directions or Map)	City		
Owner's Name				
<b>SCHEDULE OF PLUMBING FIXTURES (Number of each)</b>		<b>SCHEDULE OF FEES</b>		
Tub/Shower	Service Sink	Issuing Certificate	Number	Each
Lavatory	Dental Unit	Plumbing Fixtures (from schedule at left)	1	@ \$35.00 = 35.00
Kitchen Sink	Clinic Sinks	Roof Drain	2	@ \$100.00 = 200.00
Clothes Washer	Drinking Fountain	Sewage Ejector	1	@ \$100.00 = 100.00
Laundry Sink	Floor Drain	Water Heater	1	@ \$50.00 = 50.00
Water Closet	Garage Drain	Water Treatment Equipment	1	@ \$100.00 = 100.00
Urinal	Area Way Drain	Backflow Protection Device (Testable)	1	@ \$50.00 = 50.00
Bar/Hand Sink	Interceptor	<b>MULTI-FAMILY UNIT (8 or MORE UNITS)</b>		
3-Compartment Sink	Separator			
Future Fixture (Specify)				
Other (Specify)				
<b>Type of Building</b>		<p>The Master Plumber responsible for the installation shall execute this certificate with copies going to those listed below under "Distribution".</p> <p>It shall be the duty of the person doing the work to notify the Plumbing Board not less than 24 hours before the work is to be inspected.</p> <p>Re-inspection will be charged at \$50.00 per hour, plus travel expense.</p> <p>* Must accompany certificate. (If work has commenced prior to notification or submitted of certificate, the fee will be double or actual cost incurred to investigate.)</p>		
<input type="checkbox"/> Single Family	<input type="checkbox"/> Mercantile	<input type="checkbox"/> Institutional		
<input type="checkbox"/> Multiple Family	<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Assembly		
<input type="checkbox"/> Business	<input type="checkbox"/> Other (Specify)			
Inspector Comments:		Master Plumber Signature	Date	
		Inspector Signature	Date	

*new fees 4/25/17 per Troy*

a  
b  
c  
d  
e  
f  
g  
h

*10 x 10 = 100  
 1 x 10 = 10  
 1 x 10 = 10  
 2 x 10 = 20*



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## Fargo Inspections

City of Fargo  
200 Third Street North  
701-241-1561  
fax 701-241-1526

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### Memorandum

DATE: December 12, 2017  
TO: Mayor Mahoney and Board of City Commissioners  
FROM: Bruce Taralson, Inspections Administrator BT  
SUBJECT: Dangerous Building Notice and Order at 1410 1<sup>st</sup> Avenue South

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This is to notify you that the property owner of 1410 1<sup>st</sup> Avenue South, the property that is subject of the attached Notice, has failed to comply with my order to remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-0405 it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

There may be outstanding buyer issues with this property. I recommend that we proceed with the procedures set forth in FMC 21-04 and consider any further information when and/or if it is supplied.

The recommendation is **to make a motion, in accordance with FMC Article 21-0405, to set January 2<sup>nd</sup>, 2017 as the time and date for the hearing regarding the dangerous building order for the structure at 1410 1<sup>st</sup> Avenue South.**

**NOTICE OF DANGEROUS BUILDING**

TO: Mable Elizabeth Kruesel

YOU ARE HEREBY Given Notice of the following:

1. That this Notice is being given to you pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings.

2. That the building with which this Notice is concerned is commonly known as 1410 1st Ave S, Fargo, North Dakota, and is located on that tract of land in the city of Fargo, more particularly described as follows:

Lot B, Block 13, Addition, Eddy & Fullers Auditors Outlots

(hereinafter referred to as "the building")

3. That an inspection was made of the building on November 6, 2017 by Bill Thompson, Building Inspector and Rental Housing Inspector, of the City of Fargo.

4. That the building inspector for the city of Fargo has found the building, consisting of a multistory, wood-framed structure to be a Dangerous Building within the standards set forth in the Fargo Municipal Code, Article 21-04, Dangerous Buildings and IPMC Code 108.1.5 concerning Dangerous Structures.

5. That the owner of the building must demolish the building within 30 (thirty) days from the date of this notice.

6. That the building is unsafe and is a dangerous building in the following respects: The structure is dilapidated, decayed, and unsafe for human habitation.

Source: Fargo Municipal Code, Article 21-0403 concerning Dangerous Buildings-nuisances.

7. The building is unsafe and constitutes a public nuisance pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and Section 116 of the International Building Code as adopted by Article 21-0101 of the Fargo Municipal Code.

8. You are further given Notice that unless the building is demolished within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and the International Building Code and the owner will be assessed such costs as are provided for therein.

Dated this 8th day of November, 2017.

A handwritten signature in black ink that reads "Bruce Taralson". The signature is written in a cursive style with a long horizontal stroke at the end.

Bruce Taralson  
Administrator



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**INFORMATION SERVICES**  
200 Third St N  
FARGO, ND 58102  
PHONE: 701-476-6700  
FAX: 701-241-8253

December 4, 2017

Honorable Board of  
City Commissioners  
City of Fargo  
200 N 3<sup>rd</sup> St. S  
Fargo, ND 58102

Dear Commissioners;

The software used at Solid Waste for scale management has been problematic for a number of years. After an extensive search for an appropriate replacement and three demonstrations, the WeighStation software from Pradigm Software was selected as the best solution.

Earlier this year, Outagamie County, Wisconsin went through an RFP process to replace their Landfill Management System. At the end of the RFP process, they selected the Paradigm WeighStation software. The Finance Committee approved the purchase of the Paradigm WeighStation software piggybacking on the Outagamie County purchasing agreement (SSP17379).

For additional functionality, we are purchasing several additional modules.

The base WeighStation software application will cost \$31,215. The additional modules will cost \$11,875. So, the total cost will be \$43,090. The funds for this purchase are included in the Solid Waste budget.

**Suggested Motion:**

Direct Information Services staff to purchase the Paradigm WeighStation software.

Thank you,

A handwritten signature in black ink that reads "R M Gronneberg". The signature is written in a cursive, flowing style.

Ron Gronneberg  
CIO, City of Fargo



## Price Quote

**To:** Dave Hokstad, City of Fargo Solid Waste Department  
**From:** Jackie Barlow, Paradigm Software, L.L.C.  
**Date:** 11/21/2017  
**Re:** Paradigm Software Proposal

The following price quote is presented for the requested items below as requested by City of Fargo Solid Waste

Qty	UM	Item/Description	Rate	Total
2.00	LN	WeighStation Program License - (each lane with its own computer)	\$5,500.00	\$11,000.00 *
2.00	EA	CompuWeigh License - (Concurrent)	\$500.00	\$1,000.00 *
1.00	FF	Alerts / Rules Module	\$2,500.00	\$2,500.00 *
1.00	FF	Insufficient Funds/Split Payments Module	\$1,500.00	\$1,500.00 *
1.00	FF	Software Discount	(\$4,000.00)	(\$4,000.00)
1.00	FF	Customization - (Export to Sungaard HTE)	\$1,600.00	\$1,600.00 *
1.00	FF	MSMQ Module	\$2,500.00	\$2,500.00 *
5.00	DY	On-Site Install/Training	\$2,100.00	\$10,500.00
1.00	DY	Remote Install/Training - (To be used to install the software in a test environment)	\$1,600.00	\$1,600.00
<b>Project Total:</b>				<b>\$28,200.00</b>
<b>*Annual Support:</b>				<b>\$3,015.00</b>

This does not currently include the HHW location or the third scale with unattended to be added later.

Above items are included in Outagamie County, WI proposal.

This quote is provided based on information received from the Customer. If the scope of work should change, Paradigm Software, L.L.C. reserves the right to modify the above pricing. If you have any questions, please call me at (410) 329-1300. This quote is valid for thirty (30) days.

**Paradigm Software, L.L.C.**

Jackie W. Barlow, II  
Chief Operating Officer



## Price Quote

**To:** Dave Hokstad, City of Fargo Solid Waste Department  
**From:** Jackie Barlow, Paradigm Software, L.L.C.  
**Date:** 11/14/2017  
**Re:** Paradigm Software Proposal

The following price quote is presented for the requested items below as requested by City of Fargo Solid Waste Department.

Qty	UM	Item/Description	Rate	Total
2.00	LN	Signature Capture Module	\$1,000.00	\$2,000.00 *
1.00	FF	Jobs Module	\$2,500.00	\$2,500.00 *
2.00	LN	Scale Monitoring Module	\$1,000.00	\$2,000.00 *
1.00	FF	Historical Data Conversion - (Includes trucks, accounts, rates, transactions, accounting starting balances - does not include historical accounting data. ALL data must be in the same format and layout. If different data formats or layouts are supplied, an additional quote will be provided and must be approved prior to converting the different format(s) or layout(s). The City is currently using Deser Micro.))	\$3,250.00	\$3,250.00
2.00	EA	Signature Capture Device (Wireless) - Tablet - (includes device, Bluetooth, screen protector, protective case and 13-month accidental drop/break coverage)	\$575.00	\$1,150.00
<b>Project Total:</b>				<b>\$10,900.00</b>
<b>*Annual Support:</b>				<b>\$975.00</b>

This does not currently include the HHW location or the third scale with unattended to be added later. Above items not included in Outagamie County, WI proposal.

This quote is provided based on information received from the Customer. If the scope of work should change, Paradigm Software, L.L.C. reserves the right to modify the above pricing. If you have any questions, please call me at (410) 329-1300. This quote is valid for thirty (30) days.

**Paradigm Software, L.L.C.**

Jackie W. Barlow, II  
Chief Operating Officer

PARADIGM SOFTWARE, L.L.C.  
113 Old Padonia Road, Suite 200  
Cockeysville, MD 21030  
(410) 329-1300

SYSTEM IMPLEMENTATION AGREEMENT

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of this agreement (the "Agreement"), agrees to sell, deliver and install, the hardware described on the attached Purchase Price and Payment Schedule (the "Hardware"), in addition, PARADIGM agrees to deliver and install the proprietary software described on the attached Purchase Price and Payment Schedule (the "Software"), and to grant to the customer identified below (the "CUSTOMER") a license to use the Software as set forth below. CUSTOMER agrees to purchase the Hardware, accept the license for the Software, and accept services relative to installation, training, conversions, interfaces and other matters, all in accordance with the schedules and attachments listed below and the TERMS AND CONDITIONS included in this agreement, each of which is incorporated herein. PARADIGM standard support services are governed by the Paradigm Standard Support Services Agreement.

THIS AGREEMENT INCLUDING ALL OF ITS TERMS AND CONDITIONS AND ALL OTHER ATTACHMENTS, IS THE ENTIRE AGREEMENT AND CANNOT BE MODIFIED EXCEPT BY WRITING SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. CUSTOMER UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH ON THE FOLLOWING PAGES. BY SIGNING WHERE INDICATED BELOW, CUSTOMER ACCEPTS THESE TERMS AND AFFIRMS IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below:

Customer:

Accepted by:

OUTAGAMIE COUNTY DEPARTMENT OF  
RECYCLING AND SOLID WASTE:

PARADIGM SOFTWARE, L.L.C.:

1419 Holland Road  
Appleton, WI 54911

113 Old Padonia Road, Suite 200  
Cockeysville, MD 21030

By: [Signature]

By: [Signature]

Thomas M. Nelson

Jackie W. Barlow, II  
Chief Operating Officer

(Type or Print Name)

County Executive

Date: 21 AUG 2017

(Title)

Date: 8-17-17

Approved as to form:

By: [Signature]

Joseph T. Guidato

(Type or Print Name)

Corporation Counsel

(Title)

Date: 8/15/17



PARADIGM SOFTWARE, I.L.L.C.  
113 Old Padonia Road, Suite 200  
Cockeysville, MD 21030  
(410) 329-1300

SYSTEM IMPLEMENTATION AGREEMENT

TERMS AND CONDITIONS

1. **CHARGES AND PAYMENT.** CUSTOMER agrees to pay the charges specified in the schedules and attachments hereto as and when due. If PARADIGM provides services not expressly agreed to herein or in the schedules or attachments, CUSTOMER will be charged and agrees to pay, for them at PARADIGM's then current rate. CUSTOMER agrees to pay a finance charge equal to one and one-half percent (1 1/2%) per month on all amounts not paid within thirty (30) days from the date of invoice. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and CUSTOMER agrees to pay any such tax PARADIGM may be required to collect or pay (including interest and penalties imposed by any governmental authority) upon the sale or delivery of items purchased or licensed. Exemption from such taxes, if any, shall be the responsibility of CUSTOMER to pursue.
2. **CUSTOMER RESPONSIBILITIES.** CUSTOMER shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, high-speed internet connection and installation of all cabling. CUSTOMER shall make available qualified personnel to be trained by PARADIGM in the use, operation, and management of the Hardware and Software, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software, including without limitation completion of PARADIGM start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. CUSTOMER shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.
3. **TRAINING.** PARADIGM shall provide standard training in the use of the Hardware and Software according to the Purchase Price and Payment Schedule section of this Agreement. Such training will be provided at a mutually agreeable location during installation. All travel, lodging and expenses related to the training shall be the responsibility of the CUSTOMER and shall be invoiced to CUSTOMER in accordance with the above provisions.
4. **DELIVERY.** Subject to the Purchase Price Schedule, Payment Schedule and the Project Implementation Plan or other agreement of the parties, shipment of Hardware shall be made on or about the date specified on the implementation / Project Plan. The Hardware, as listed on the Purchase Price and Payment Schedule shall specify who will install and set up the Hardware. PARADIGM will install the Software on the Hardware prior to delivering it. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by PARADIGM (including software) are as provided by the applicable manufacturers based on one (1) year from date of Hardware receipt by CUSTOMER. Good and merchantable title and risk of loss in and to the Hardware shall pass to CUSTOMER upon delivery of each respective Hardware item to the carrier at the manufacturers or PARADIGM's loading dock as appropriate. CUSTOMER shall pay or reimburse PARADIGM for all costs of Hardware and shipping (insured and trackable), which shall be invoiced to CUSTOMER in accordance with the above provisions.
5. **CONFIDENTIALITY.** PARADIGM shall not disclose any confidential information concerning CUSTOMER or its affairs, unless required by law. CUSTOMER shall not disclose any of the terms of this Agreement to any person unless required by law.
6. **ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. CUSTOMER may not assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of PARADIGM.
7. **GRANT OF LICENSE.** Subject to the terms and conditions set forth in this Agreement, and effective upon acceptance of this Agreement, PARADIGM hereby grants to CUSTOMER, and CUSTOMER hereby accepts, a nonexclusive, nontransferable license to use, as herein provided, a single, executable copy of the Software and a single printed copy of PARADIGM's current, standard user manuals and training materials ("Documentation"). PARADIGM reserves all rights, privileges and interests not expressly granted to CUSTOMER, who shall acquire no right, title, interest or privilege with respect to the Software or the Documentation by implication.

8. **TERM AND RENEWAL.** The term of the license herein granted is ten (10) years commencing with the date of acceptance of this Agreement by PARADIGM, unless terminated earlier as provided herein. If CUSTOMER is not in default under this Agreement or any other agreement with PARADIGM and is currently covered under a valid Paradigm Standard Support Services Agreement, the term of this license shall be automatically renewed upon the same terms and conditions, for one (1) additional ten (10) year term, unless CUSTOMER gives written notice of election not to renew the license at least ninety (90) days prior to the expiration of the initial term. CUSTOMER shall pay a renewal license fee in an amount equal to fifty percent (50%) of the applicable license fee specified on the Purchase Price and Payment Schedule plus any cumulative adjustments for the Consumer Price Index, which shall be due and payable immediately upon commencement of the renewal term. If customer purchases a "Version Upgrade" at any time during the initial term of license, then the term shall automatically extend for one (1) additional ten (10) year term commencing with the completion date of the upgrade, provided that the Version Upgrade was purchased for an amount equal to at least 50% of the Software and customizations purchase price, plus all installation charges, including but not limited to airfare, meals, expense, and per diem of PARADIGM's then current rate per day per person (increased annually by C.P.I.). The cost of services may be adjusted each year in the manner described herein, in accordance with changes in the Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Statistics [All Urban Consumers (CPI-U), U.S. City Average, All items, 1982-84=100] (the "CPI"). The annual maximum increase would not exceed 3%.

9. **SCOPE.** A single, executable copy of the object code version of the Software may be used by CUSTOMER for testing and production purposes for processing of data, but such data shall be strictly limited to data of CUSTOMER created or used in the connection with CUSTOMER. Neither the Software nor the Documentation may be used in any manner directly or indirectly related to or in connection with the operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. CUSTOMER shall not modify or sublicense the Software or the Documentation. The Software may not be used with more than the number of terminals agreed to in this Agreement. PARADIGM shall provide CUSTOMER with a single, back-up copy of the Software which CUSTOMER shall keep in a secure location reasonably approved by PARADIGM in advance. CUSTOMER shall place on all copies of the Software any notice, including, copyright notice, requested by PARADIGM.

10. **TITLE AND OWNERSHIP.** PARADIGM is and shall be the exclusive owner or sublicensor, as appropriate, of the Software, the Documentation and all associated materials provided to CUSTOMER, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by PARADIGM during the term of the license granted pursuant to this Agreement. CUSTOMER shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of CUSTOMER purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. CUSTOMER hereby assigns to PARADIGM all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by PARADIGM, and shall execute all documents and instruments reasonably requested by PARADIGM to effectuate such assignment. CUSTOMER agrees that the Software, Documentation and related materials, techniques and procedures furnished by PARADIGM to CUSTOMER hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of PARADIGM or its supplier(s), as appropriate. CUSTOMER shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software, from the object programs or other information made available by PARADIGM. Unless PARADIGM agrees otherwise, CUSTOMER shall not disclose, divulge or communicate to any person, except to CUSTOMER's employees and authorized agents the Software or Documentation. CUSTOMER and PARADIGM agree that the data stored by the application is property of the CUSTOMER.

11. **PROPRIETARY RIGHTS.** Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, Software, Source Code or Documentation ("IP") as may be provided by PARADIGM under this Agreement or the System Implementation Agreement, and all copies thereof, shall be and remain the sole and exclusive property of PARADIGM and shall be available for use by CUSTOMER under and subject to the license granted in the System Implementation Agreement, the terms and conditions of which are incorporated herein. As between the parties, PARADIGM retains all right, title and interest in and to the IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to CUSTOMER by virtue of this Agreement.

12. **INDEMNITY.** PARADIGM will maintain indemnification and insurance as set forth in Exhibit A.

13. **LIMITATION OF LIABILITY.** PARADIGM SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR ANY CAUSE UNDER OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CUSTOMER FOR SOFTWARE LICENSE FEES PURSUANT TO THIS AGREEMENT, LESS A PRO RATA ABATEMENT OF SUCH FEES FOR EACH FULL OR PARTIAL MONTH OF THE FIRST SIXTY (60) MONTHS FOLLOWING THE EFFECTIVE DATE OF THIS AGREEMENT.

14. **LIMITED WARRANTY.** PARADIGM does not warrant that the Software or the Documentation is free of errors or defects or that it meets CUSTOMER's requirements. PARADIGM warrants only that the Software will perform all functions substantially as described in the current edition of the Documentation for a warranty period of ninety (90) days from the date of Go-Live, when operated as recommended. PARADIGM will design, and deliver promptly amendments or alterations to Software reasonably necessary to remedy or avoid any programming error present at the time of Software delivery. CUSTOMER shall allow Software access to PARADIGM through dedicated remote communications for this purpose. The foregoing is CUSTOMER's sole and exclusive remedy, and PARADIGM's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon CUSTOMER's written notice in compliance with PARADIGM's written reporting procedures, received not later than five (5) days after the end of the ninety (90) day warranty period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. PARADIGM makes no warranty as to the Hardware or any products (including software) not manufactured by PARADIGM. After the end of the ninety (90) day warranty period, the Standard Support Services Agreement will be active.

CUSTOMER ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE LIMITED WARRANTY MADE IN THE PRECEDING PARAGRAPH. THIS LIMITED WARRANTY AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTEGRATION, MERCHANTABILITY OF A COMPUTER PROGRAM, INFORMATIONAL CONTENT AND CUSTOMER'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.

15. **TERMINATION.** The obligations of PARADIGM under this Agreement shall terminate at the option of PARADIGM upon the failure of CUSTOMER to perform or observe any covenant or obligation set forth herein, provided PARADIGM has given CUSTOMER thirty (30) days prior written notice of the failure, and CUSTOMER has failed to cure such failure within such time. Upon termination, CUSTOMER shall cease using the Software and shall return to PARADIGM, or, at PARADIGM's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by PARADIGM, the obligations of CUSTOMER set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination. PARADIGM's rights of repossession may be enforced by Software disablement.

CUSTOMER shall have the right to terminate this Agreement for convenience or if funds are not appropriated. CUSTOMER will remain liable to PARADIGM for any and all work performed up to the notification is made to PARADIGM.

16. **MISCELLANEOUS.**

**Complete Understanding.** This System Implementation Agreement is the entire agreement and understanding between the parties with respect to the subject matter, and as such this System Implementation Agreement. PARADIGM'S proposal dated May 26, 2016 is incorporated into this agreement. CUSTOMER expressly acknowledges, agrees and represents to PARADIGM that there are no understandings or agreements with respect to the subject matter other than as expressly set forth in this System Implementation Agreement and PARADIGM'S proposal dated May 26, 2016. CUSTOMER agrees that no contrary terms and conditions of any subsequent CUSTOMER purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by PARADIGM in writing.

**Notice.** Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope, and shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt

requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

**Invalidity.** In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this System Implementation Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

**Effective Date.** This Agreement shall become effective and shall be binding only upon acceptance by PARADIGM at its offices in Cockeysville, Maryland. This Agreement, shall be deemed to have been formed in the State of Maryland, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of the State of Wisconsin. The parties consent to venue in Outagamie County, Wisconsin.

**Non-Solicitation.** During the term of this Agreement and for twelve (12) months thereafter, neither PARADIGM nor CUSTOMER may employ or solicit to employ persons employed by the other unless Paradigm is out of business and we utilize former employees.

**Force Majeure.** Except as expressly provided to the contrary in this Agreement, the dates and times by which CUSTOMER or PARADIGM is required to render delivery or performance (but not to make payment) under this Agreement shall be automatically postponed to the extent, and for the period of time, that CUSTOMER or PARADIGM, as the case may be is prevented from meeting such dates and times by reason of causes beyond its reasonable control.

**Inconsistency.** Unless specified to the contrary in any schedule, supplement or other attachment, in the event of any conflict or inconsistency between such items and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern the interpretation thereof. No inference shall be drawn against, and no construction shall be adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

**Limitations.** Any cause of action against PARADIGM arising out of or in connection with this Agreement or any schedule or other agreement executed in connection herewith shall be instituted and served upon PARADIGM not later than eighteen (18) months following the occurrence of the first event giving rise thereto.

**Independent Contractors.** Nothing in this Agreement shall make Paradigm and Customer partners, joint venturers or otherwise associated in or with the business of the other. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other or their agents or employees. Neither is authorized to incur debts or obligations on the part of the other except as specifically authorized in writing.

PARADIGM SOFTWARE, L.L.C.  
113 Old Padonia Road, Suite 200  
Cockeysville, MD 21030  
(410) 329-1300

## SYSTEM IMPLEMENTATION AGREEMENT

PURCHASE PRICE SCHEDULE

Qty	UM	Description	Unit Price	Extended Price
2	LN	WeighStation Program license (connected to a scale)	\$5,500.00	\$11,000.00
1	FF	Message Queuing Module	\$2,500.00	\$2,500.00
1	LN	WeighPay Module (customer must utilize an approved gateway/processor such as Moneris (using Tender Retail), Axia or CardConnect and that provider will supply the EMV devices.) Attended lane only.	\$2,176.21	\$2,176.21
3	EA	3 concurrent user CompuWeight™ Program License	\$1,500.00	\$4,500.00
1	FF	Rates / Alerts Module	\$2,500.00	\$2,500.00
1	FF	Insufficient Funds / Split Payments Module	\$1,500.00	\$1,500.00
1	FF	Accounts Receivable and Aging Module	\$1,500.00	\$1,500.00
1	FF	Software Discount	(\$4,000.00)	(\$4,000.00)
1	FF	Customization - OLE Export to JD Edwards	\$1,600.00	\$1,600.00
1	FF	2-port Serial Server (to convert serial scales to IP)	\$495.00	\$495.00
1	DY	Remote Installation/Training - To be used for remote installation in test and production environments	\$1,600.00	\$1,600.00
1	DY	On-Site Installation/Training/Go-Live - 1 Tech	<del>\$2,700.00</del>	<del>\$2,700.00</del>
1	LN	Light Module	\$1,040.00	\$1,040.00
1	EA	OPTO Board, Brain, Modules, and Enclosure	\$1,950.00	\$1,950.00
1	LN	Unattended Module (includes RF Module)	\$2,000.00	\$2,000.00
1	EA	Kiosk Enclosure (w/heater, fan, exhaust & thermostat)	\$3,450.00	\$3,450.00
1	EA	LCD Display	\$1,975.00	\$1,975.00
1	EA	Keypad (16-key)	\$375.00	\$375.00
1	EA	Kiosk Thermal Receipt Printer	\$850.00	\$850.00
1	EA	Case Kiosk Thermal Receipt Paper	\$90.00	\$90.00
1	EA	4-port Extended Temperature Serial Server (Perle)	\$675.00	\$675.00
1	EA	Intercom Master (IP) (includes Master Station, Sub-Station Adapter and Transformer)	\$1,860.00	\$1,860.00
1	EA	Intercom Remote Horn/Station (IP) (includes Horn and Push Button)	\$640.00	\$640.00
2	DY	On-Site Installation (Hardware Configuration (1-tech) during preparation for Go-Live	\$2,350.00	\$4,700.00
3	DY	On-Site Training (1-tech)	\$2,183.33	\$6,549.99
1	FF	Shipping/Handling (freight)	\$750.00	\$750.00
<b>Project Total:</b>				<b>\$57,676.20</b>

All conduit, electrical, trenching, bollards, wiring, mounting would be the responsibility of the County. PSLLC will configure the hardware to operate with the software.

PARADIGM SOFTWARE, L.L.C.  
113 Old Padonia Road, Suite 200  
Cockeysville, MD 21030  
(410) 329-1300

SYSTEM IMPLEMENTATION AGREEMENT

PAYMENT SCHEDULE

<u>Percentage Due:</u>	<u>Amount Due:</u>
100% - Due Upon Receipt of Hardware	\$13,110.00
40% - Due Upon Receipt of Software	\$17,826.48
25% - Due Upon Installation in Test Environment	\$11,141.55
25% - Due 30 days after Go-Live	\$11,141.55
10% - Due 30 days after Acceptance	\$4,456.62
	<u>\$57,676.20</u>

PARADIGM SOFTWARE, L.L.C.  
 113 Old Padonia Road, Suite 200  
 Cockeyville, MD 21030  
 (410) 329-1300

## SYSTEM IMPLEMENTATION AGREEMENT

PROJECT IMPLEMENTATION PLAN

	Task Name	Duration	Predecessors	Resource
1	Contract Award / Notice To Proceed	1 day		County
2	Agreement Execution	7 days	1	Both
3	Remote Kick-off Meeting	1 day	2	Both
4	Procure and Manufacture Hardware	30 days	3	County
5	Develop Project Management Plan	7 days	3	PSLLC
6	Develop Test and Acceptance Plan	7 days	3	County
7	Develop Training Plan	7 days	3	PSLLC
8	Complete Facility Survey	5 days	3	County
9	Import Trucks / Accounts / Rates / Etc	3 days	8	PSLLC
10	Review Facility Survey - Begin Database Configuration	7 days	8	PSLLC
11	Test Hardware	7 days	4	PSLLC
12	Ship Hardware to County	7 days	11	PSLLC
13	Perform On-Line Demo with County data for County Staff	1 day	10	Both
14	Correct any issues discovered during on-line demo	4 days	13	PSLLC
15	Perform On-Line Demo with County data for County Staff (if necessary)	1 day	14	Both
16	County Mounts Hardware	4 days	12	County
17	Installation in County Test Environment	1 day	15	Both
18	County Testing and Sign-Off on initial software configuration	29 days	17	County
19	On-Site Hardware Installation	3 days	16	Both
20	On-Site Software Installation/Training	3 days	18	Both
21	Go Live	1 day	20	Both
22	County Sign-Off of Final Acceptance	5 days	21	County

This Project Implementation Plan is developed based on the items listed on the Purchase Price Schedule. The date the Agreement is fully executed by all Parties will be the Contract Award / Notice to Proceed date above. Both Parties agree that if a target date is missed, the remainder of the Plan may need to be adjusted accordingly. Duration days are defined as Business Days.



21a-e

**OFFICE OF THE CITY ADMINISTRATOR  
Bruce P. Grubb**

December 14, 2017

**MEMORANDUM**

---

**To:** Board of City Commissioners  
**From:** Bruce P. Grubb, City Administrator *BPG*  
**Re:** City Hall Construction – General Contract Change Orders #14, #15 and #16  
Mechanical Contract Change Orders #7 and #8

---

Attached, please find copies of Change Orders associated with the General and Mechanical Contracts for the City Hall construction project. A description of the change orders and associated dollar amounts is shown below:

**General Contract**

- Change Order #14*** ***(\$23,168.25)***
- Tile work trim change from stainless steel to aluminum with satin nickel finish.
  - Delete geo-foam fill at SE corner of Chambers to accommodate retaining wall and ADA access ramp.

- Change Order #15*** ***\$2,350.00***
- Provide heavier framing at the Chambers.
  - Provide a 1-hour rating around beam at north Chamber wall.

- Change Order #16*** ***(\$2,854.00)***
- Eliminate some lockers and one bench in E107.
  - Change from single tier lockers to two tier lockers.

**Mechanical Contract**

- Change Order #7*** ***\$3,023.00***
- Change location of natural gas meter and provide additional piping, fittings, etc.

- Change Order #8*** ***\$5,627.00***
- Ductwork revisions at W106, W107, W108 and W128. Additional sprinklers at A/V room and around smoke curtain perimeter at stair 3-STR-D.



With approval of the above referenced change orders, an updated summary of the construction contracts would be as follows:

<b>PROJECT SUMMARY</b>					
<b>Contract</b>	<b>Contractor</b>	<b>Original Bid</b>	<b>Change Orders</b>	<b>Current Amount</b>	<b>% Change</b>
General	Olaf Anderson	\$16,442,900	\$687,144	\$17,130,044	4.18%
Mechanical	Robert Gibb	\$3,447,000	\$92,746	\$3,539,746	2.69%
Electrical	Sun Electric	\$2,607,000	\$50,021	\$2,657,021	1.92%
<b>Total</b>		<b>\$22,496,900</b>	<b>\$829,911</b>	<b>\$23,326,811</b>	<b>3.69%</b>

Similarly, a summary of the overall project budget would be as follows:

<b>BUDGET SUMMARY</b>			
<b>Budget Category</b>	<b>Original Total</b>	<b>Current Total</b>	<b>Paid To-Date</b>
City Hall Construction	\$22,000,000	\$23,326,811	\$17,900,902
FF&E	\$1,775,000	\$1,775,000	\$0
Centennial Hall Demo	\$600,000	\$772,468	\$772,468
Professional Fees	\$1,400,000	\$1,605,027	\$1,605,027
Contingency	\$1,940,767	\$236,461	NA
<b>Total</b>	<b>\$27,715,767</b>	<b>\$27,715,767</b>	<b>\$20,278,397</b>

Your consideration in this matter is greatly appreciated.

**Suggested Motion:**

Approve the following change order associated with the City Hall construction project:

Olaf Anderson	Change Order #14 in the amount of (\$23,168.25) Change Order #15 in the amount of \$2,350.00 Change Order #16 in the amount of (\$2,854.00)
Robert Gibb	Change Order #7 in the amount of \$3,023.00 Change Order #8 in the amount of \$5,627.00

C: Mike Redlinger, Assistant City Administrator  
Kent Costin, Finance Director  
Erik Johnson, City Attorney  
Terry Stroh, TL Stroh Architects

**City Hall Construction Report - Contractor Progress Payments (12/14/17)**

Contract	Contractor	Bid Amount	Change Orders	Present Amount	Paid To-date	Balance
General	Olaf Anderson	\$ 16,442,900	\$ 687,144	\$ 17,130,044	\$ 13,481,448	\$ 3,648,596
Mechanical	Robert Gibb	\$ 3,447,000	\$ 92,746	\$ 3,539,746	\$ 3,039,503	\$ 500,243
Electrical	Sun Electric	\$ 2,607,000	\$ 50,021	\$ 2,657,021	\$ 1,379,951	\$ 1,277,070
<b>Total</b>		<b>\$ 22,496,900</b>	<b>\$ 829,911</b>	<b>\$ 23,326,811</b>	<b>\$ 17,900,902</b>	<b>\$ 5,425,909</b>

**PROJECT BUDGET SUMMARY**

Budget Category	Original Total	Current Total	Paid To-Date
City Hall Construction	\$ 22,000,000	\$ 23,326,811	\$ 17,900,902
FF&E	\$ 1,775,000	\$ 1,775,000	\$ -
Centennial Hall Demo	\$ 600,000	\$ 772,468	\$ 772,468
Professional Fees	\$ 1,400,000	\$ 1,605,027	\$ 1,605,027
Contingency	\$ 1,940,767	\$ 236,461	\$ -
<b>Total Budget</b>	<b>\$ 27,715,767</b>	<b>\$ 27,715,767</b>	<b>\$ 20,278,397</b>

**CHANGE ORDER SUMMARY**

General Contract		\$	687,144
#1	Addition of curtain wall windows.	\$	396,565
#2	Revisions to generator building to accommodate mechanical changes.	\$	3,260
#3	Removal of existing foundation that was not known prior to construction. Lower footings to accommodate underground piping. Connection of City Hall & Civic Center roof and sump drainage system to new storm sewer.	\$	26,160
#4	Provide additional point load to three joists per structural engineer.	\$	46,014
#5	Design revisions to third floor.	\$	18,918
#6	Commission chamber revisions to remove windows and replace with Pre-	\$	45,463

#7	Fin metal wall panels for televising clarity and security. Add a new downstream storm sewer defender manhole, water main extension and hydrant, reroute storm sewer to avoid transformer/conduits. Existing 12" and 15" pipes deeper than proposed storm sewer. To connect Civic Center roof drains, the first 5 manholes coming off 66" storm sewer on 3rd Ave. need to be extended. Also extend downstream defender manhole.	\$	61,866
#8	Labor and materials associated with revisions to the interior floor plans. Construct a fire pump room block wall enclosure & door.	\$	13,774
#9	IS request to install 3/4" CDX plywood backing behind gypsum board. Changes associated with Inspections Department request to add exterior pedestrian ramps to side entrance.	\$	46,706
#10	Geofoam foundation system.	\$	20,801
#11	Floor plan revisions to Commission offices.	\$	5,000
#12	Plywood backing behind gypsum board sheathing in IS Department.	\$	240
#13	Tile work trim change from stainless steel to aluminum with nickel finish.	\$	(23,168)
#14	Delete geo-foam at SE Chambers corner to accommodate wall and ramp.	\$	2,350
#15	Provide heavier framing at Chambers.	\$	(2,854)
#16	Provide a 1-hour rating around beam at north Chamber wall. Eliminate some lockers and one bench in E107. Change from single tier lockers to two tier lockers.	\$	
<b>Mechanical Contract</b>			<b>\$ 92,746</b>
#1	Addition of sump pits and domestic water service.	\$	13,222
#2	Pricing reduction for control dampers.	\$	(4,100)
#3	Design revisions to third floor and HVAC modifications.	\$	36,016
#4	Omit finned tube radiation, add CO/NO2 monitors and VFD	\$	20,956
#5	Revised ductwork routing and sizing associated with floor plan revisions. Revise boiler venting to achieve 4' separation per State inspector. Revise location of fire protection riser, fire pump, jockey pump, dry system valve and air compressor in the added fire pump room.	\$	13,072
#6	Revise air ductwork routing and RA opening locations in IS data center room.	\$	4,930
#7	Change location of natural gas meter and provide additional piping, etc.	\$	3,023
#8	Ductwork revisions at W106, W107, W108 and W128. Additional sprinklers at A/V room and stair 3-STR-D.	\$	5,627

Electrical Contract	\$	50,021
#1 Relocate emergency generator for City Hall and Civic temporary power.	\$	12,960
#2 Design revisions to third floor.	\$	2,797
#3 Revise voltage of UPS to 480V in lieu of 208V.	\$	(3,341)
#4 Connect exhaust fan EF-8 to 20A/3P circuit breaker at HEM11 in lieu of 15A/3P circuit breaker at switchboard. Connect generator room damper motors to panel LEM11 in lieu of panel LG1.	\$	1,396
#5 IS requested revisions to training room.	\$	29,075
#6 Floor plan revisions for lighting and lighting control.	\$	1,857
#7 Electrical work associated with the added fire pump room.	\$	1,359
#8 Floor plan revisions to Commission offices.	\$	1,744
#9 Rough-ins for future panic buttons in reception areas.	\$	2,174
First floor office revisions for Inspections Department.	\$	2,174



# Document G701™ – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Fargo City Hall Fargo, ND	<b>CHANGE ORDER NUMBER:</b> Gen#014 <b>DATE:</b> 11/8/17	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Olaf Anderson Construction PO Box 2766 Fargo, ND 58108	<b>ARCHITECT'S PROJECT NUMBER:</b> 2015.49 <b>CONTRACT DATE:</b> 6/7/16 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

PRG16: Change to the Schluter metal trim for the tile work from Stainless Steel to Aluminum with Satin Nickel Finish. DEDUCT (\$2,367.00)

PRG18: Delete Geo-foam fill at SE corner of Chambers as needed to accommodate retaining wall and at west side added handicapped access ramp location. DEDUCT (\$20,801.25)

The original Contract Sum was	\$ 16,442,900.00
The net change by previously authorized Change Orders	\$ 710,816.25
The Contract Sum prior to this Change Order was	\$ 17,153,716.25
The Contract Sum will be decreased by this Change Order in the amount of	\$ 23,168.25
The new Contract Sum including this Change Order will be	\$ 17,130,548.00

The Contract Time will be increased by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>T.L. Stroh Architects, Ltd</u> <b>ARCHITECT</b> <i>(Firm name)</i>	<u>Olaf Anderson Construction</u> <b>CONTRACTOR</b> <i>(Firm name)</i>	<u>City of Fargo</u> <b>OWNER</b> <i>(Firm name)</i>
<u>8 Seventh St. N., Fargo, ND 58102</u> <b>ADDRESS</b>	<u>PO Box 2766, Fargo, ND 58108</u> <b>ADDRESS</b>	<u>200 3rd St. N., Fargo, ND 58102</u> <b>ADDRESS</b>
<u></u> <b>BY</b> <i>(Signature)</i>	<u></u> <b>BY</b> <i>(Signature)</i>	<u></u> <b>BY</b> <i>(Signature)</i>
<u>Terry L. Stroh</u> <b>(Typed name)</b>	<u>Jeff Kuesterman</u> <b>(Typed name)</b>	<u>Jeff Kuesterman</u> <b>(Typed name)</b>
<u>11/8/17</u> <b>DATE</b>	<u>11-13-17</u> <b>DATE</b>	<u>11-13-17</u> <b>DATE</b>





**CHANGE PROPOSAL NO: PR-G16**

Date sent to Contractor: 8-31-17

**PROPOSAL REQUEST (NOT A CHANGE ORDER)**

**PROJECT:** Fargo City Hall  
Fargo, North Dakota

**To:** Olaf Anderson Construction  
P.O. Box 2766  
Fargo, ND 58108-2766

**Attn:** Lyn Narum

The cost of the following changes in your contract on the above job is hereby requested, and this form shall be completed and returned to our office as soon as possible. A breakdown of your costs shall be attached. Make three (3) copies. Keep one return two to T. L. Stroh Architects. Wait until notification before doing this work.

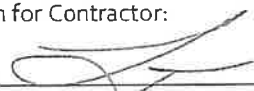
**DESCRIPTION OF THE PROPOSED CHANGES**

The Section 09 3000 – Tile Sub-Contractor has requested a change to the Schluter metal trim for the tile work. They would like to utilize an aluminum trim product in-lieu of the specified stainless steel because it's does not discolor when cutting like the stainless steel tends to do. Our interior designer has approved the use of the anodized aluminum (Satin Nickle Finish) in-lieu of the stainless steel finish.

**1. Schluter Metal Trim – Material Change from Stainless Steel to Aluminum with Satin Nickle Finish.**

This will DEDUCT = (2,367.00) from the contract price.

Sign for Contractor:

By:  \_\_\_\_\_

Date: 9/5/17 \_\_\_\_\_

CHANGE PROPOSAL

Change Proposal #: PR-G16

Date of Proposal: 9/5/17

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	2	\$60.00	\$120.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Labor Costs:				\$120.00
Material Breakdown (use additional sheets of necessary)				
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.50%			\$0.00
Total Material Costs:				\$0.00
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts
1" Tile and Stone	1	LS	-2380	-\$2,380.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Direct Costs:				-\$2,380.00
1. Total Labor Costs..... \$120.00				
2. Total Material Costs..... \$0.00				
3. Total Other Direct Costs..... -\$2,380.00				
4. Total Labor, Materials & Other Direct Costs..... -\$2,260.00				
5. Profit & Overhead ( 10 %) of Line 1..... \$12.00				
6. Profit & Overhead ( 5 %) of Line 2..... \$0.00				
7. Profit & Overhead ( 5%) of Line 3..... -\$119.00				
8. Total Change Proposal Costs (lines 4, 5, 6 &7)..... -\$2,367.00				





**CHANGE PROPOSAL NO: PR-G18**

Date sent to Contractor: 10-17-17

**PROPOSAL REQUEST (NOT A CHANGE ORDER)**

**PROJECT:** Fargo City Hall  
Fargo, North Dakota

**To:** Olaf Anderson Construction  
P.O. Box 2766  
Fargo, ND 58108-2766

**Attn:** Lyn Narum

The cost of the following changes in your contract on the above job is hereby requested, and this form shall be completed and returned to our office as soon as possible. A breakdown of your costs shall be attached. Make three (3) copies. Keep one return two to T. L. Strohm Architects. Wait until notification before doing this work.

**DESCRIPTION OF THE PROPOSED CHANGES**

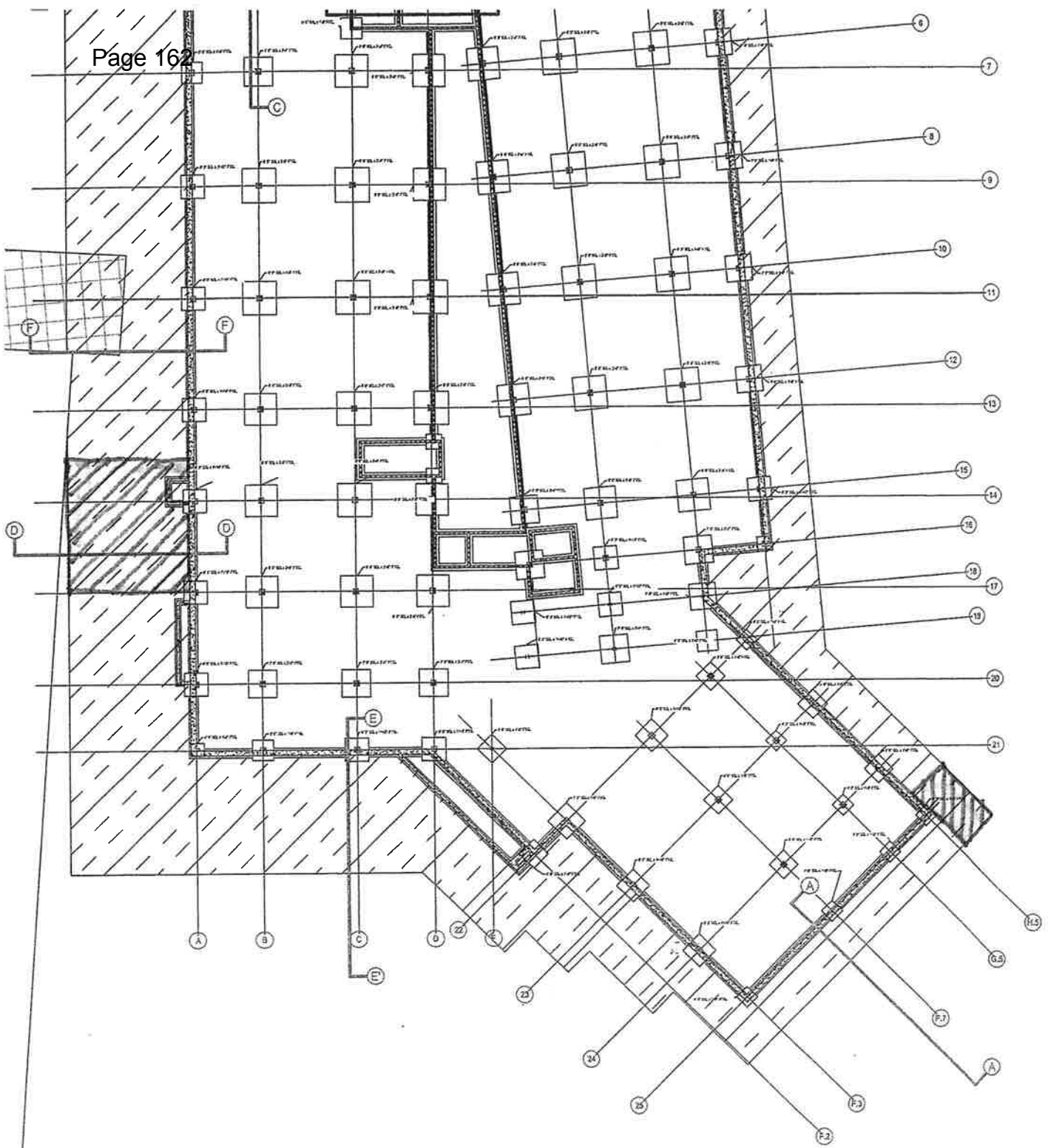
Delete Geo-Foam fill at south east corner of Chambers as needed to accommodate retaining wall and at west side added handicapped access ramp location.

This will DEDUCT \$20,801.25 from the contract price.

Sign for Contractor:

By: [Signature]

Date: 11/7/17



**PLAN VIEW OF LIGHTWEIGHT FILL PLACEMENT**  
(GROUND INSULATION)

# **AIA® Document G701™ – 2001**

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Fargo City Hall Fargo, ND	<b>CHANGE ORDER NUMBER:</b> Gen#015 <b>DATE:</b> 11/9/17	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Olaf Anderson Construction PO Box 2766 Fargo, ND 58108	<b>ARCHITECT'S PROJECT NUMBER:</b> 2015.49 <b>CONTRACT DATE:</b> 6/7/16 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

RFC012: Provide heavier framing at the Chambers. ADD \$1,700.00  
 Provide a 1 hr rating around beam at north Chambers wall. ADD \$650.00

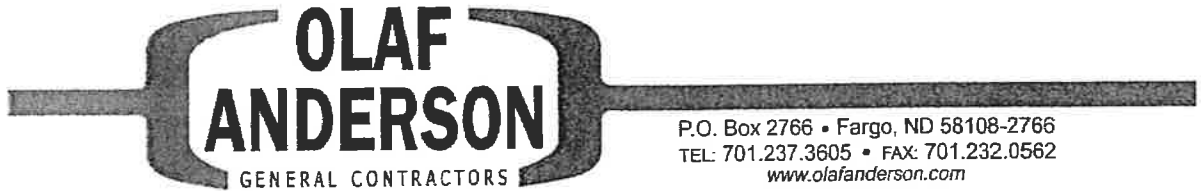
The original Contract Sum was	\$ 16,442,900.00
The net change by previously authorized Change Orders	\$ 687,648.00
The Contract Sum prior to this Change Order was	\$ 17,130,548.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,350.00
The new Contract Sum including this Change Order will be	\$ 17,132,898.00

The Contract Time will be increased by Zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

T.L. Stroh Architects, Ltd <b>ARCHITECT</b> <i>(Firm name)</i>	Olaf Anderson Construction <b>CONTRACTOR</b> <i>(Firm name)</i>	City of Fargo <b>OWNER</b> <i>(Firm name)</i>
8 Seventh St. N., Fargo, ND 58102 <b>ADDRESS</b>	PO Box 2766, Fargo, ND 58108 <b>ADDRESS</b>	200 3rd St. N., Fargo, ND 58102 <b>ADDRESS</b>
 <b>BY</b> <i>(Signature)</i>	 <b>BY</b> <i>(Signature)</i>	 <b>BY</b> <i>(Signature)</i>
Terry L. Stroh <i>(Typed name)</i>	Jeff Kuznetsov <i>(Typed name)</i>	 <i>(Typed name)</i>
11/9/17 <b>DATE</b>	11-13-17 <b>DATE</b>	 <b>DATE</b>



October 23, 2017

T.L. Stroh Architects, Ltd  
8 Seventh St. N.  
Fargo, ND 58102

Re: Fargo City Hall - RFC 012

Dear: Mr. Stroh,

The following is a proposed change to the original scope of work. Please review and authorize items below.

		Accepted	Y	N
1. Provide heavier framing at the Chambers.	Add	\$1,700.00	—	—
2. Provide a 1hr rating around beam at north Chambers wall	Add	\$650.00	—	—

Pricing Breakdown is attached

Once again, we thank you for giving us the opportunity to work with you on this project. If you have any questions please do not hesitate to call.

Sincerely,

Lyn Narum  
Construction Manager  
Olaf Anderson Construction, Inc.

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

CHANGE PROPOSAL

Change Proposal #: RFC 013

Date of Proposal: 10/20/17

Description of Work: Heavier Framing at the Chambers

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	1	\$65.00	\$65.00
Olaf Carpentry				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Labor Costs:				\$65.00
Material Breakdown (use additional sheets of necessary)				
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.50%			\$0.00
Total Material Costs:				\$0.00
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts
				\$0.00
Miller Drywall	1	LS	1550	\$1,550.00
				\$0.00
				\$0.00
				\$0.00
Total Direct Costs:				\$1,550.00
1. Total Labor Costs.....			\$65.00	
2. Total Material Costs.....			\$0.00	
3. Total Other Direct Costs.....			\$1,550.00	
4. Total Labor, Materials & Other Direct Costs.....			\$1,615.00	
5. Profit & Overhead ( 10 %) of Line 1.....			\$6.50	
6. Profit & Overhead (5%) of Line 2.....			\$0.00	
7. Profit & Overhead ( 5%) of Line 3.....			\$77.50	
8. Total Change Proposal Costs (lines 4, 5, 6 &7).....				\$1,699.00

CHANGE PROPOSAL

Change Proposal #: RFC 013

Date of Proposal: 10/20/17

Description of Work: Wrap beam for 1 hr rating

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	1	\$65.00	\$65.00
Olaf Carpentry				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Labor Costs:				\$65.00
Material Breakdown (use additional sheets of necessary)				
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.50%			\$0.00
Total Material Costs:				\$0.00
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts
				\$0.00
Miller Drywall	1	LS	550	\$550.00
				\$0.00
				\$0.00
				\$0.00
Total Direct Costs:				\$550.00
1. Total Labor Costs..... \$65.00				
2. Total Material Costs..... \$0.00				
3. Total Other Direct Costs..... \$550.00				
4. Total Labor, Materials & Other Direct Costs.....			\$615.00	
5. Profit & Overhead ( 10 %) of Line 1.....			\$6.50	
6. Profit & Overhead (5%) of Line 2.....			\$0.00	
7. Profit & Overhead ( 5%) of Line 3.....			\$27.50	
8. Total Change Proposal Costs (lines 4, 5, 6 &7).....				\$649.00

# **AIA® Document G701™ – 2001**

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Fargo City Hall Fargo, ND	<b>CHANGE ORDER NUMBER:</b> Gen#016 <b>DATE:</b> 11/16/17	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Olaf Anderson Construction PO Box 2766 Fargo, ND 58108	<b>ARCHITECT'S PROJECT NUMBER:</b> 2015.49 <b>CONTRACT DATE:</b> 6/7/16 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

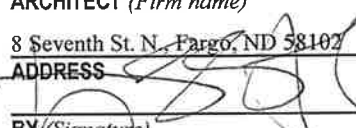
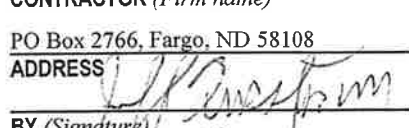
*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*  
 PRG17: Eliminate some lockers and one of the benches in Room E107. Change from single tier lockers to two tier locker configuration. DEDUCT (\$2,854.00)

The original Contract Sum was	\$ 16,442,900.00
The net change by previously authorized Change Orders	\$ 689,998.00
The Contract Sum prior to this Change Order was	\$ 17,132,898.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 2,854.00
The new Contract Sum including this Change Order will be	\$ 17,130,044.00

The Contract Time will be increased by Zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change ~~Directive~~ Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

T.L. Stroh Architects, Ltd <b>ARCHITECT</b> <i>(Firm name)</i> <hr/> 8 Seventh St. N., Fargo, ND 58102 <b>ADDRESS</b> <hr/>  <b>BY</b> <i>(Signature)</i> <hr/> Terry L. Stroh <i>(Typed name)</i> <hr/> 11/16/17 <b>DATE</b>	Olaf Anderson Construction <b>CONTRACTOR</b> <i>(Firm name)</i> <hr/> PO Box 2766, Fargo, ND 58108 <b>ADDRESS</b> <hr/>  <b>BY</b> <i>(Signature)</i> <hr/> Jeff Enstrom <i>(Typed name)</i> <hr/> 11-20-17 <b>DATE</b>	City of Fargo <b>OWNER</b> <i>(Firm name)</i> <hr/> 200 3rd St. N., Fargo, ND 58102 <b>ADDRESS</b> <hr/> <b>BY</b> <i>(Signature)</i> <hr/> <i>(Typed name)</i> <hr/> <b>DATE</b>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



**CHANGE PROPOSAL NO: PR-G17**

Date sent to Contractor: 10-5-17

**PROPOSAL REQUEST (NOT A CHANGE ORDER)**

**PROJECT:** Fargo City Hall  
Fargo, North Dakota

**To:** Olaf Anderson Construction  
P.O. Box 2766  
Fargo, ND 58108-2766

**Attn:** Lyn Narum

The cost of the following changes in your contract on the above job is hereby requested, and this form shall be completed and returned to our office as soon as possible. A breakdown of your costs shall be attached. Make three (3) copies. Keep one return two to T. L. Stroh Architects. Wait until notification before doing this work.

**DESCRIPTION OF THE PROPOSED CHANGES**

The Owner would like to eliminate some lockers and one of the benches in Room E107 as indicated on the attached drawing. They would also like to change from single tier lockers to two tier locker configuration.

This will DEDUCT (2,854<sup>00</sup>) from the contract price.

Sign for Contractor:

By:  \_\_\_\_\_

Date: 11/16/17



CHANGE PROPOSAL

Change Proposal #: PR-G17

Date of Proposal: 11/16/17

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	2	\$65.00	\$130.00
Carpentry	1	-12	\$55.00	-\$660.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Labor Costs:				-\$530.00
Material Breakdown (use additional sheets of necessary)				
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts
Construction Supply	1	LS	-\$2,012.00	-\$2,012.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.50%			-\$150.90
Total Material Costs:				-\$2,162.90
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Direct Costs:				\$0.00
1. Total Labor Costs.....				
				-\$530.00
2. Total Material Costs.....				
				-\$2,162.90
3. Total Other Direct Costs.....				
				\$0.00
4. Total Labor, Materials & Other Direct Costs.....				
				-\$2,692.90
5. Profit & Overhead ( 10 %) of Line 1.....				
				-\$53.00
6. Profit & Overhead (5 %) of Line 2.....				
				-\$108.15
7. Profit & Overhead ( 5%) of Line 3.....				
				\$0.00
8. Total Change Proposal Costs (lines 4, 5, 6 &7).....				
				-\$2,854.05



**CHANGE PROPOSAL NO: PR-G17**

Date sent to Contractor: 10-5-17

**PROPOSAL REQUEST (NOT A CHANGE ORDER)**

**PROJECT:** Fargo City Hall  
Fargo, North Dakota

**To:** Olaf Anderson Construction  
P.O. Box 2766  
Fargo, ND 58108-2766

**Attn:** Lyn Narum

The cost of the following changes in your contract on the above job is hereby requested, and this form shall be completed and returned to our office as soon as possible. A breakdown of your costs shall be attached. Make three (3) copies. Keep one return two to T. L. Stroh Architects. Wait until notification before doing this work.

**DESCRIPTION OF THE PROPOSED CHANGES**

The Owner would like to eliminate some lockers and one of the benches in Room E107 as indicated on the attached drawing. They would also like to change from single tier lockers to two tier locker configuration.

This will DEDUCT \$ \_\_\_\_\_ from the contract price.

Sign for Contractor:

By: \_\_\_\_\_

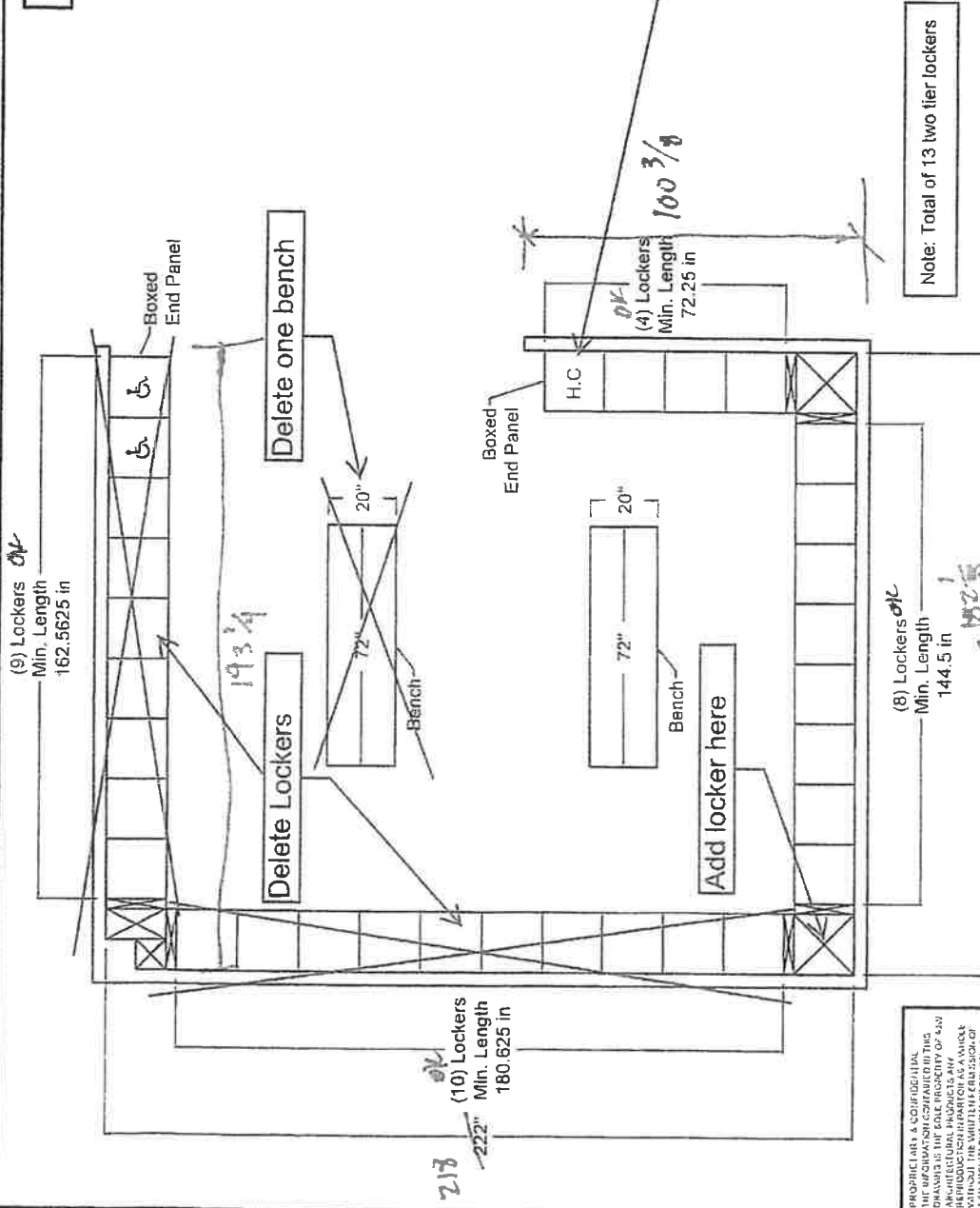
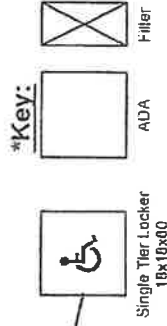
Date: \_\_\_\_\_

**Lockers: E107**

**Note 1:**  
 1 Built 32 Groups of 18"x18"x60" Single Tier Lockers for Lockers: E107

**Note 2:**  
 1 Number Plates: The Available Number Sequence Provided will be 001, 002, 003, ... 032 for Lockers E107  
 2. Number Sequence Required: \_\_\_\_\_  
 3. Number of Plates Required for Page: \_\_\_\_\_

**\*Key Notes:**  
 1 8 holes to bolt locker groups together  
 2 8 holes to connect lockers to fillers or wall  
 3 We note the minimum length for the wall for installation of the lockers. GC to confirm finalized field measurements



PROSPECTORS & ASSOCIATES, INC.  
 THE INFORMATION CONTAINED IN THIS  
 DRAWING IS THE SOLE PROPERTY OF AIAJ  
 ARCHITECTURAL PRODUCTS, INC.  
 AND IS TO BE USED ONLY FOR THE PROJECT  
 AND/OR SITE SPECIFICALLY IDENTIFIED  
 HEREON. ANY REUSE OR REPRODUCTION  
 WITHOUT THE WRITTEN PERMISSION OF  
 AIAJ ARCHITECTURAL PRODUCTS, INC. IS  
 PROHIBITED.

155059

Construction Supply

Fargo City Hall

<h1>AJW</h1>	<b>Custom Locker Drawing</b>		For AJW Product Manager
	Color: <b>IBD</b> Taupe (0014)	Date Drawn: <b>8/31/2016</b>	Revision: <b>1</b>
Approved By (signature): _____		Date: _____	Date: _____
Comments: Dimensions are shown for reference only. Not for manufacturing purposes. DIMENSIONS ARE IN INCHES TOLERANCES FRACTIONAL: 1/8 ANGULAR: MACH TWO PLACE DECIMAL THREE PLACE DECIMAL			DO NOT SCALE DRAWING
			Page: 3 of 3

# AIA Document G701™ – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Fargo City Hall Fargo, ND	<b>CHANGE ORDER NUMBER:</b> Mech-007  <b>DATE:</b> 10/9/17	<b>OWNER:</b> <input checked="" type="checkbox"/>  <b>ARCHITECT:</b> <input checked="" type="checkbox"/>  <b>CONTRACTOR:</b> <input checked="" type="checkbox"/>  <b>FIELD:</b> <input type="checkbox"/>  <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Robert Gibb & Sons 205 40th St SW Fargo, ND 58103	<b>ARCHITECT'S PROJECT NUMBER:</b> 2015.49  <b>CONTRACT DATE:</b> 6/7/16  <b>CONTRACT FOR:</b> Mechanical Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

M14: Revise location of the natural gas meter. Provide additional piping, fittings, hangers, etc and revise layout. ADD \$3,023.00

The original Contract Sum was	\$ 3,447,000.00
The net change by previously authorized Change Orders	\$ 84,096.00
The Contract Sum prior to this Change Order was	\$ 3,531,096.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,023.00
The new Contract Sum including this Change Order will be	\$ 3,534,119.00

The Contract Time will be increased by Zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change ~~Directive~~ Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

T.L. Stroh Architects, Ltd <b>ARCHITECT</b> <i>(Firm name)</i>	Robert Gibb & Sons <b>CONTRACTOR</b> <i>(Firm name)</i>	City of Fargo <b>OWNER</b> <i>(Firm name)</i>
& Seventh St. N., Fargo, ND 58102 <b>ADDRESS</b>	205 40th St SW Fargo, ND 58103 <b>ADDRESS</b>	200 3rd St. N., Fargo, ND 58102 <b>ADDRESS</b>
 <b>BY</b> <i>(Signature)</i>	 <b>BY</b> <i>(Signature)</i>	  <b>BY</b> <i>(Signature)</i>
Terry L. Stroh <i>(Typed name)</i>	Ed Thvedt <i>(Typed name)</i>	  <i>(Typed name)</i>
10/9/17 <b>DATE</b>	10/14/17 <b>DATE</b>	  <b>DATE</b>



205 40<sup>th</sup> STREET SOUTHWEST  
FARGO, NORTH DAKOTA 58103  
PHONE: 701.282.5900  
FAX: 701.281.0819

October 5, 2017

T.L. Stroh  
Mr. Terry Stroh  
8 Seventh St. N.  
Fargo, ND 58102

RE: New Fargo City Hall  
PR M14

Dear Mr. Stroh  
Please find listed below our costs associated with PR M14.



Piping Materials:		\$ 650
	Tax:	<u>\$ 49</u>
	Subtotal:	\$ 699
 Piping Labor:		
	30 Hours:	\$ 1,890
	Subtotal:	<u>\$ 2,589</u>
	Overhead:	\$ 259
	Profit:	\$ 142
	Bond:	<u>\$ 33</u>
	 <b>Grand Total Add:</b>	 <b>\$ 3,023</b>

Please contact our office with any questions or concerns at 701.282.5900.

Sincerely,  
ROBERT GIBB & SONS, INC.

*Ed Thvedt*

## PROPOSAL REQUEST – M14

Date 10/3/17  
Project # 2015231  
Project Name Fargo City Hall  
Project Location Fargo, ND  
Description Revised Gas Meter Location

---

Please submit an itemized quotation for the change(s) described below to the proposed modifications to the Contract Documents. Cost proposal to include a detailed itemized breakdown indicating the specific amounts, lengths, quantities, types, sizes, etc. of material including labor, O&P, taxes, and other incidental charges to be used. Proposal shall also indicate credits, deducts, and/or offsets for material and labor originally included in contract. THIS IS NOT A CHANGE ORDER OR DIRECTION TO PROCEED WITH WORK STATED HEREIN.

---

State the amount to be changed to the contract to revise location of the natural gas meter as shown on revised sheet. Provide additional piping, fittings, hangers, etc. and revise layout as shown.

Respectfully,  
Obermiller Nelson Engineering, Inc.

Ross Young

Attachment(s): M1.3  
Cc: File

F:\Projects\2015231\CA\PROPOSAL REQUEST\MECH\2015231 PR M14 - Revised Gas Meter Location\2015231 PR M14 - Revised Gas Meter Location.docx

---

### BUILDING SYSTEMS CONSULTANTS

**FARGO**  
2201 12th St. N Suite E  
701.280.0500

**GRAND FORKS**  
311 4th St. S Suite 203  
701.775.2594

**BISMARCK**  
233 West Rosser Ave.  
701.222.0520

**ALEXANDRIA**  
503 Hawthorne St. Suite 141  
320.846.0300

**MINNEAPOLIS**  
1400 Van Buren St. NE Suite 130  
377.380.0501

Project:

**NEW FARGO CITY HALL**

Fargo, North Dakota

Location:  
8 Seventh St. N.  
Fargo, ND 58102

Drawn By:  
JF/TATE

Date:  
APRIL 22ND, 2016

Revision Date:  
10-3-17

Job Number:  
2015231

Sheet Name:  
BASEMENT  
PLUMBING PLAN - A

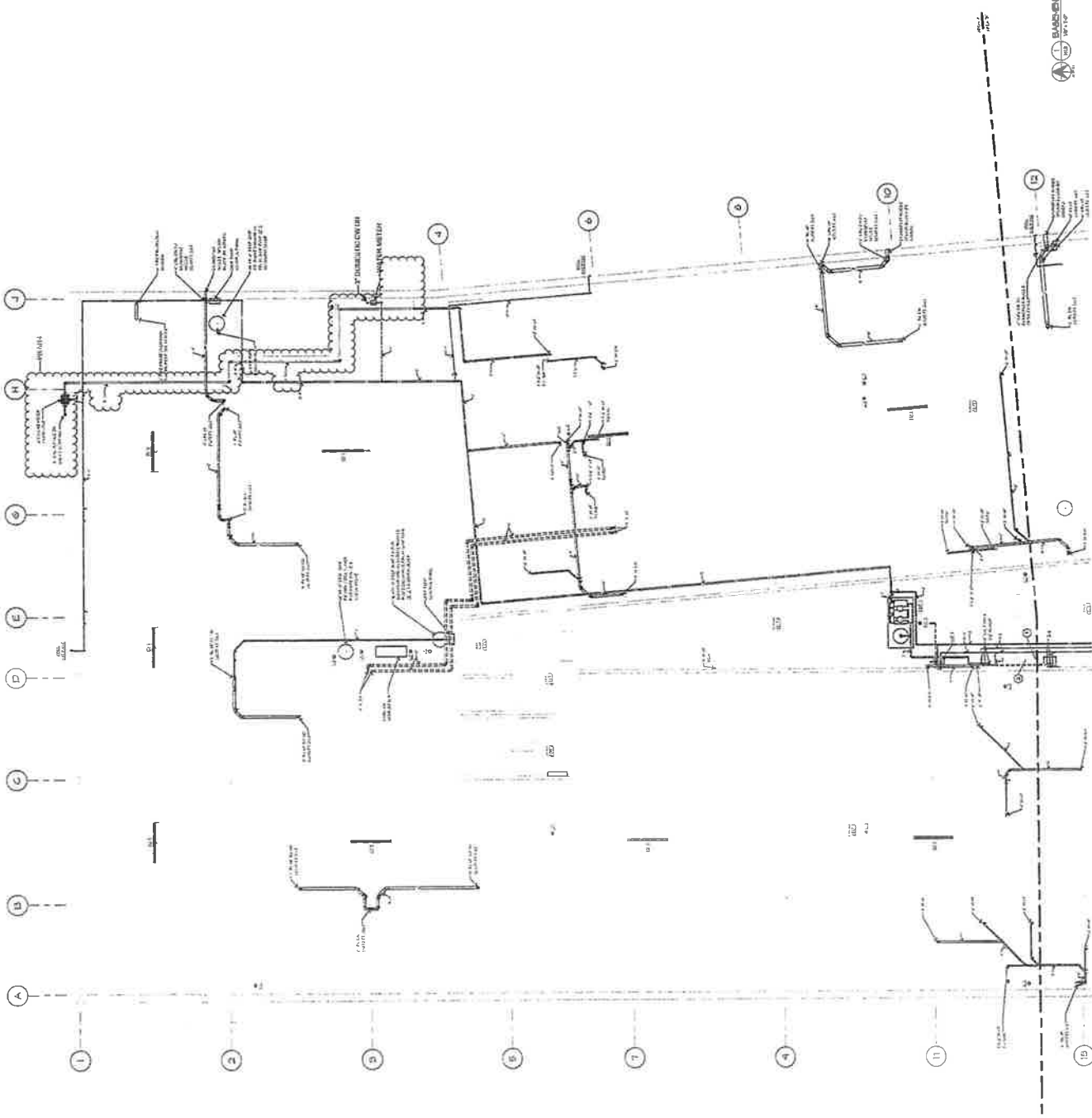
Sheet Number:  
**M1.3**

**PLUMBING FIXTURE FINISH- IN CONNECTION SCHEDULE**

FIXTURE	TYPE	FINISH	INSTALL	TEST
W.C.	1	1	1	1
W.C.	2	2	2	2
W.C.	3	3	3	3
W.C.	4	4	4	4
W.C.	5	5	5	5
W.C.	6	6	6	6
W.C.	7	7	7	7
W.C.	8	8	8	8
W.C.	9	9	9	9
W.C.	10	10	10	10
W.C.	11	11	11	11
W.C.	12	12	12	12
W.C.	13	13	13	13
W.C.	14	14	14	14
W.C.	15	15	15	15
W.C.	16	16	16	16
W.C.	17	17	17	17
W.C.	18	18	18	18
W.C.	19	19	19	19
W.C.	20	20	20	20
W.C.	21	21	21	21
W.C.	22	22	22	22
W.C.	23	23	23	23
W.C.	24	24	24	24
W.C.	25	25	25	25
W.C.	26	26	26	26
W.C.	27	27	27	27
W.C.	28	28	28	28
W.C.	29	29	29	29
W.C.	30	30	30	30
W.C.	31	31	31	31
W.C.	32	32	32	32
W.C.	33	33	33	33
W.C.	34	34	34	34
W.C.	35	35	35	35
W.C.	36	36	36	36
W.C.	37	37	37	37
W.C.	38	38	38	38
W.C.	39	39	39	39
W.C.	40	40	40	40
W.C.	41	41	41	41
W.C.	42	42	42	42
W.C.	43	43	43	43
W.C.	44	44	44	44
W.C.	45	45	45	45
W.C.	46	46	46	46
W.C.	47	47	47	47
W.C.	48	48	48	48
W.C.	49	49	49	49
W.C.	50	50	50	50

**PLUMBING SHEET NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARGO PLUMBING CODE AND THE NORTH DAKOTA PLUMBING CODE.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARGO PLUMBING CODE AND THE NORTH DAKOTA PLUMBING CODE.




 BASMENT FLOOR PLAN - PLUMBING

# **AIA® Document G701™ – 2001**

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Fargo City Hall Fargo, ND	<b>CHANGE ORDER NUMBER:</b> Mech-008 <b>DATE:</b> 11/7/17	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Robert Gibb & Sons 205 40th St SW Fargo, ND 58103	<b>ARCHITECT'S PROJECT NUMBER:</b> 2015.49 <b>CONTRACT DATE:</b> 6/7/16 <b>CONTRACT FOR:</b> Mechanical Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

PRM12: Revise ductwork and VAV location as shown on the attached sheet M4.3 for new room W106, W107, W108 locations.

Revise ductwork for Reception W128 as shown to adjust for omitted office. Revise HVAC piping serving VAV boxes. ADD

\$3,559.00 Provide and install window sprinkler heads to protect both sides of the glass in A/V Room E127. ADD

\$1,139.00 Provide and install pendent sprinkler heads around the smoke curtain perimeter located at stair 3-STR-D. ADD \$929.00


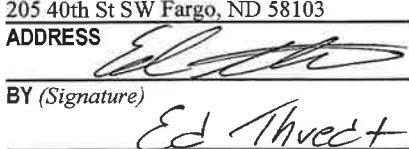
The original Contract Sum was	\$ 3,447,000.00
The net change by previously authorized Change Orders	\$ 87,119.00
The Contract Sum prior to this Change Order was	\$ 3,534,119.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 5,627.00
The new Contract Sum including this Change Order will be	\$ 3,539,746.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change ~~Directive~~ Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

T.L. Stroh Architects, Ltd <b>ARCHITECT</b> <i>(Firm name)</i>	Robert Gibb & Sons <b>CONTRACTOR</b> <i>(Firm name)</i>	City of Fargo <b>OWNER</b> <i>(Firm name)</i>
8 Seventh St. N., Fargo, ND 58102 <b>ADDRESS</b>	205 40th St SW Fargo, ND 58103 <b>ADDRESS</b>	200 3rd St. N., Fargo, ND 58102 <b>ADDRESS</b>
 <b>BY</b> <i>(Signature)</i>	 <b>BY</b> <i>(Signature)</i>	_____ <b>BY</b> <i>(Signature)</i>
Terry L. Stroh <i>(Typed name)</i>	Ed Thvedt <i>(Typed name)</i>	_____ <i>(Typed name)</i>
11/7/17 <b>DATE</b>	11/20/17 <b>DATE</b>	_____ <b>DATE</b>





205 40<sup>th</sup> STREET SOUTHWEST  
FARGO, NORTH DAKOTA 58103  
PHONE: 701.282.5900  
FAX: 701.281.0819

July 17, 2017

T.L. Stroh  
Mr. Terry Stroh  
8 Seventh St. N.  
Fargo, ND 58102

RE: New Fargo City Hall  
PR M12

Dear Mr. Stroh  
Please find listed below our costs associated with PR M12.



VAV Box Changes:		\$ 1,620
	Tax:	\$ 122
Test and Balance:		\$ 455
Mechanical Insulation:		\$ 850

Subtotal:	<u>\$ 3,047</u>
Overhead:	\$ 305
Profit:	\$ 168
Bond:	<u>\$ 39</u>
<b>Grand Total Add:</b>	<b>\$ 3,559</b>

Please contact our office with any questions or concerns at 701.282.5900.

Sincerely,  
ROBERT GIBB & SONS, INC.

*Ed Thvedt*



3825 EDGEWOOD AVE. S.  
MINNEAPOLIS, MN 55426  
PHONE (952) 646-1550  
FAX (952) 646-1557

**DATE :** 7/13/2017

**QUOTE # P11971**

**CONTRACTOR:** Robert Gibb & Sons  
**ATTENTION:** Ed Thvedt  
**PROJECT:** New Fargo City Hall – PR M12

**SINGLE DUCT AIR TERMINAL UNITS – NAILOR IND.**

( 4 ) **V1-14, V1-16, V1-17, V1-24** Single Duct Air Terminal Unit  
With Hot Water Coil(s), Field Mounted Controls (By Others),  
Fiber-Free Liner, Access Door and Hanger Brackets

*Note: Controls Not Provided and By Others  
Tag V1-14 Quoted as 16”*

*Standard Lead Time is 4-5 Weeks Plus Transit*

**NET PRICE** \_\_\_ \$1,470.00

**10-Day Rush Plus Transit** **ADD** \_\_\_ \$150.00

*ADDENDUMS ACKNOWLEDGED: None*

**Eric Vilendrer**  
**Air Control Essentials**  
**(952) 646-1544**

Quotation valid for 60 days. Equipment FFA, FOB from factory. Terms: Net 30 Days.

Representing Essential  
Engineered HVAC Products

DESIGN, SPECIFICATION,  
ESTIMATING AND SALES

A DIVISION OF ACE SUPPLY

**From:** Jean (Design Control, Inc.) <jean@designcontrol.net>  
**Sent:** Tuesday, July 11, 2017 9:41 AM  
**To:** Ed Thvedt  
**Cc:** brian@designcontrol.net  
**Subject:** PR M12 Fargo City Hall

**Please be advised that PR M12 will add \$455.00 to our original bid.**

Contact our office should you have any questions.

Thank you,

*Jean Hellerud*  
Design Control, Inc.  
701.237.3037  
[jean@designcontrol.net](mailto:jean@designcontrol.net)



July 14, 2017

Robert Gibb & Sons, Inc.  
205 40 St. Southwest, P.O. Box 10188  
Fargo, ND 58103  
Fax: (701) 281-0819

RE: Fargo City Hall – PR-M12  
Fargo, ND

Dear Ed,

Here are the cost changes for PR-M12.

The base bid price for the labor and material on the above referenced project is:

**PR-M12 (ADD): ..... \$ 850.00**

If you have any questions or should any additional information be required, please do not hesitate to contact me at 701-297-8813.

Sincerely,

Jeff Palmer  
Project Manager/Estimator

PROPOSAL REQUEST – M12

Date | 6/26/17  
 Project # | 2015231  
 Project Name | Fargo City Hall  
 Project Location | Fargo, ND  
 Description | First Floor Plan Changes

Please submit an itemized quotation for the change(s) described below to the proposed modifications to the Contract Documents. Cost proposal to include a detailed itemized breakdown indicating the specific amounts, lengths, quantities, types, sizes, etc. of material including labor, O&P, taxes, and other incidental charges to be used. Proposal shall also indicate credits, deducts, and/or offsets for material and labor originally included in contract. THIS IS NOT A CHANGE ORDER OR DIRECTION TO PROCEED WITH WORK STATED HEREIN.

State the amount to be added to the contract to revise ductwork and VAV location as shown on the attached sheet M4.3 for new room W106, W107, W108 locations. VAV boxes shall be changed to units shown below. Revise ductwork for Reception W128 as shown to adjust for omitted office. Revise HVAC piping serving VAV boxes.

VARIABLE AIR VOLUME CONTROL UNIT SCHEDULE															
UNIT NO.	MANUFACTURER & MODEL NO.	UNIT SIZE	W" x L" x H"	INLET SIZE	OUTLET SIZE	CFM			EAT	LAT	TOTAL MBH	EWT	GPM	MAX WPD	NOTES
						MAX	MIN	HEAT							
V1-13	NOT USED														1,2
V1-14	SDV-5000	14	20"x16"x18"	14"	20"x18"	1980	760	990	55.0	83.0	55.3	130	2.7	3.0	1,2
V1-16	SDV-5000	06	12"x16"x8"	6"	12"x8"	340	110	170	55.0	41.7	1.9	180	0.6	3.0	1,2
V1-17	SDV-5000	07	12"x16"x10"	7"	12"x10"	460	140	230	55.0	107.6	13.1	180	1.0	3.0	1,2
V1-24	SDV-5000	07	12"x16"x10"	7"	12"x10"	440	130	300	55.0	103.4	15.7	180	1.2	3.0	1,2
V1-25	SDV-5000	10	14"x16"x18"	10"	14"x18"	1000	560	560	55.0	96.0	24.8	180	1.9	3.0	1,2

**NOTES:**  
 1. MODEL BASED ON PRICE  
 2. HEATING CAPACITIES BASED ON 50% ETHYLENE GLYCOL/WATER SOLUTION

Respectfully,  
 Obermiller Nelson Engineering, Inc.

Ross Young

Attachment(s): M3.3, M3.4, M4.3, M4.4

Cc: File

F:\Projects\2015231\CA\PROPOSAL REQUEST\MECH\2015231 PR M12 - First Floor Room Changes\2015231 PR M12 - First Floorplan Changes.docx

BUILDING SYSTEMS CONSULTANTS

FARGO  
 2201 12th St. N Suite E  
 701.280.0500

GRAND FORKS  
 311 4th St. S Suite 203  
 701.775.2594

BISMARCK  
 233 West Rosser Ave.  
 701.222.0520

ALEXANDRIA  
 503 Hawthorne St. Suite 141  
 320.846.0300

MINNEAPOLIS  
 1400 Van Buren St. NE Suite 130  
 377.380.0591

Project:

**NEW FARGO CITY HALL**  
 CITY OF FARGO  
 Fargo, North Dakota

Location:  
 8 Seventh St. N.  
 Fargo, ND 58102

Drawn By:  
 JF/TATE

Date:  
 APRIL 22ND, 2016

Revision Date:  
 6-23-17

Job Number:  
 2015231

Sheet Name:  
 FIRST FLOOR HVAC  
 PIPING PLAN - A

Sheet Number:  
**M3.3**



FIRST FLOOR PLAN - HVAC PIPING



8 Seventh St. N  
 Fargo, ND 58102  
 Phone: (701) 233-2333  
 Fax: (701) 233-2335  
 www.strcd.com



ONE  
 One • Good • Fast • Repeat  
 Builders • Engineers • Architects

Project: \_\_\_\_\_

NEW FARGO CITY HALL  
 CITY OF FARGO  
 Fargo, North Dakota

Location:  
 8 Seventh St. N  
 Fargo, ND 58102

Drawn By:  
 JF/TATE

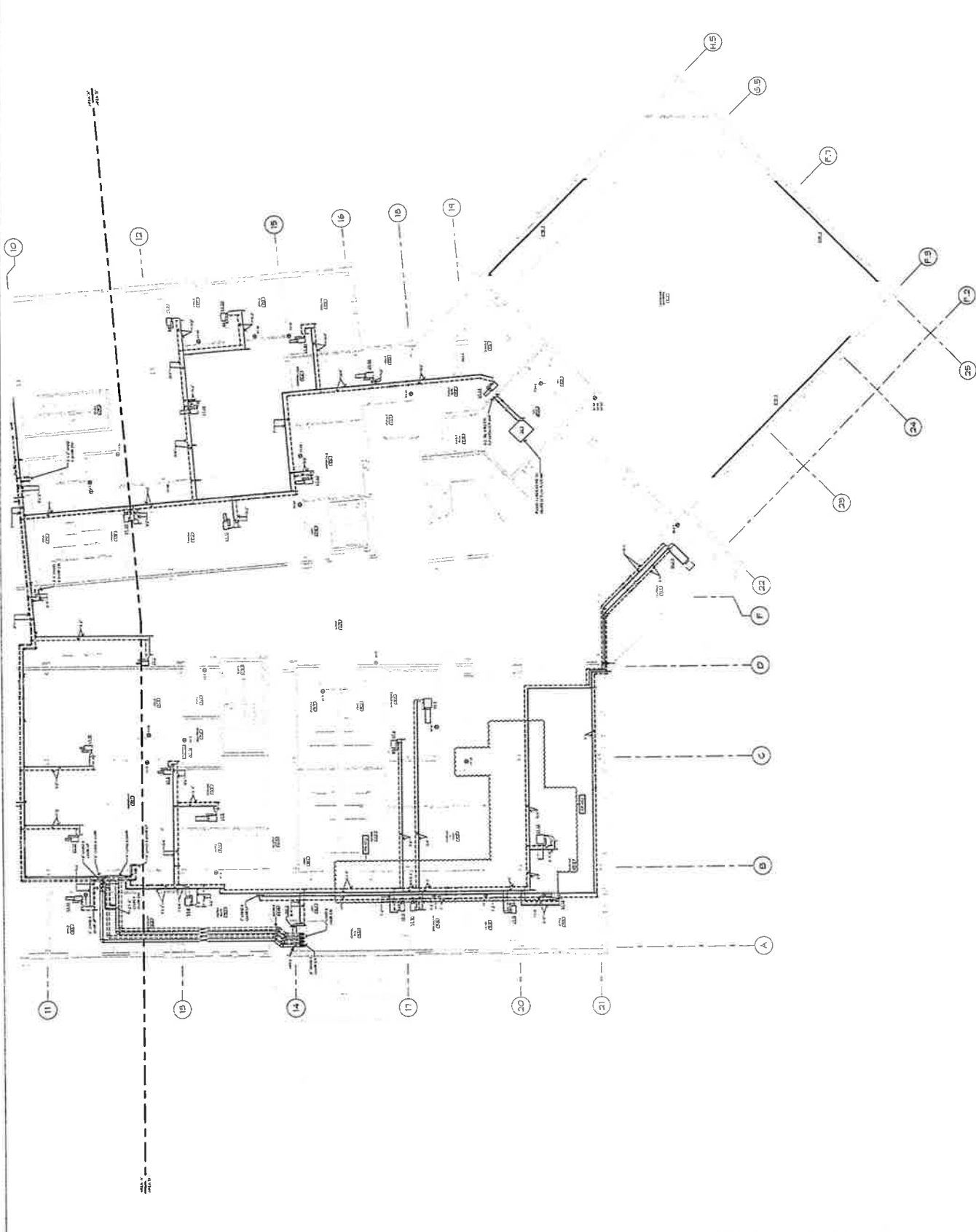
Date:  
 APRIL 22ND, 2016

Revision Date:  
 6-23-17

Job Number:  
 2015231

Sheet Name:  
 FIRST FLOOR HVAC  
 PIPING PLAN - B

Sheet Number:  
**M3.4**



FIRST FLOOR PLAN - HVAC PIPING

Project \_\_\_\_\_

**NEW FARGO CITY HALL**  
 CITY OF FARGO  
 Fargo, North Dakota

Location:  
 8 Seventh St. N.  
 Fargo, ND 58102

Drawn By:  
 JFT/ATE

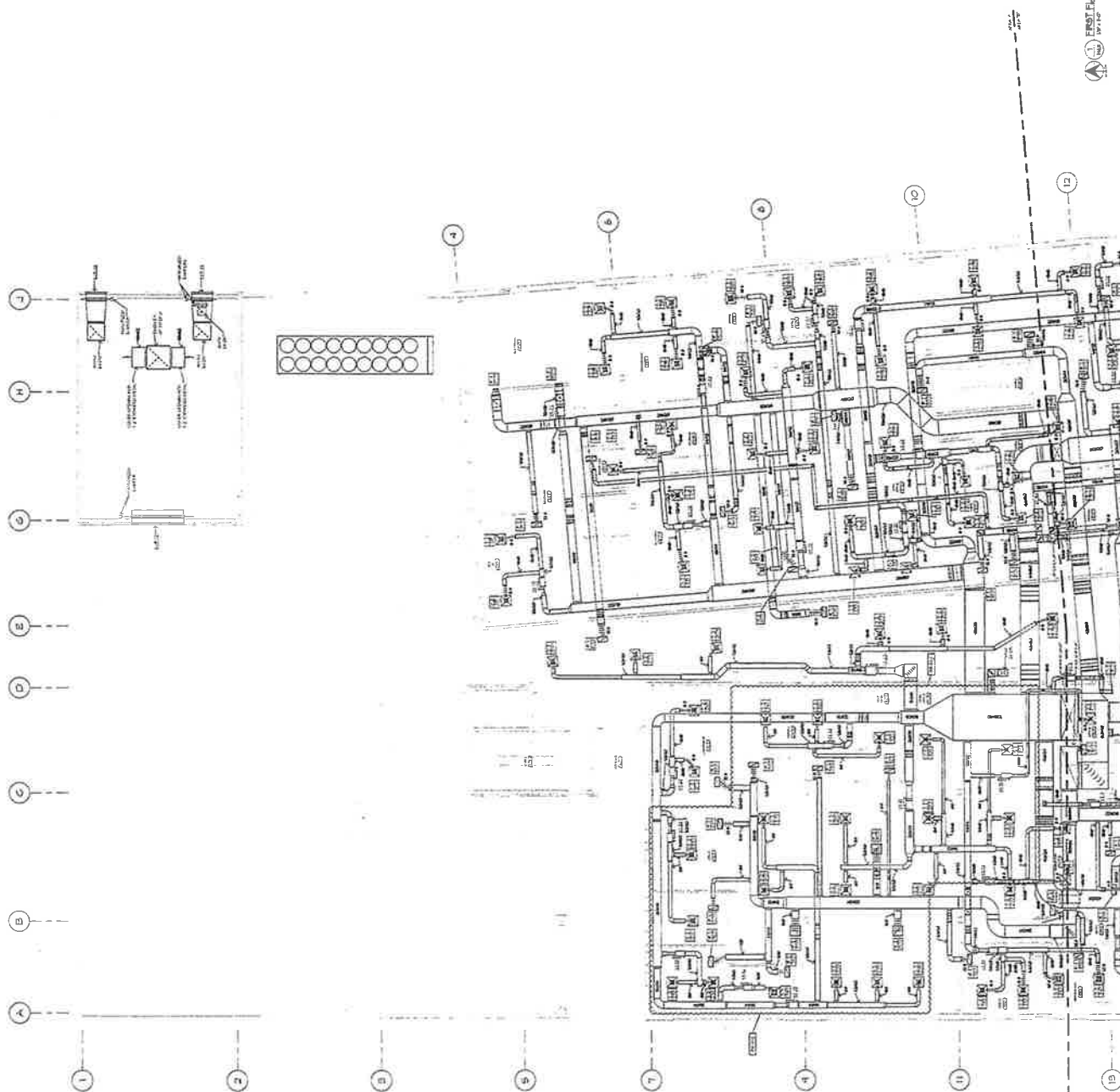
Date:  
 APRIL 23RD, 2016

Revision Date:  
 6-23-17

Sub Number:  
 2015231

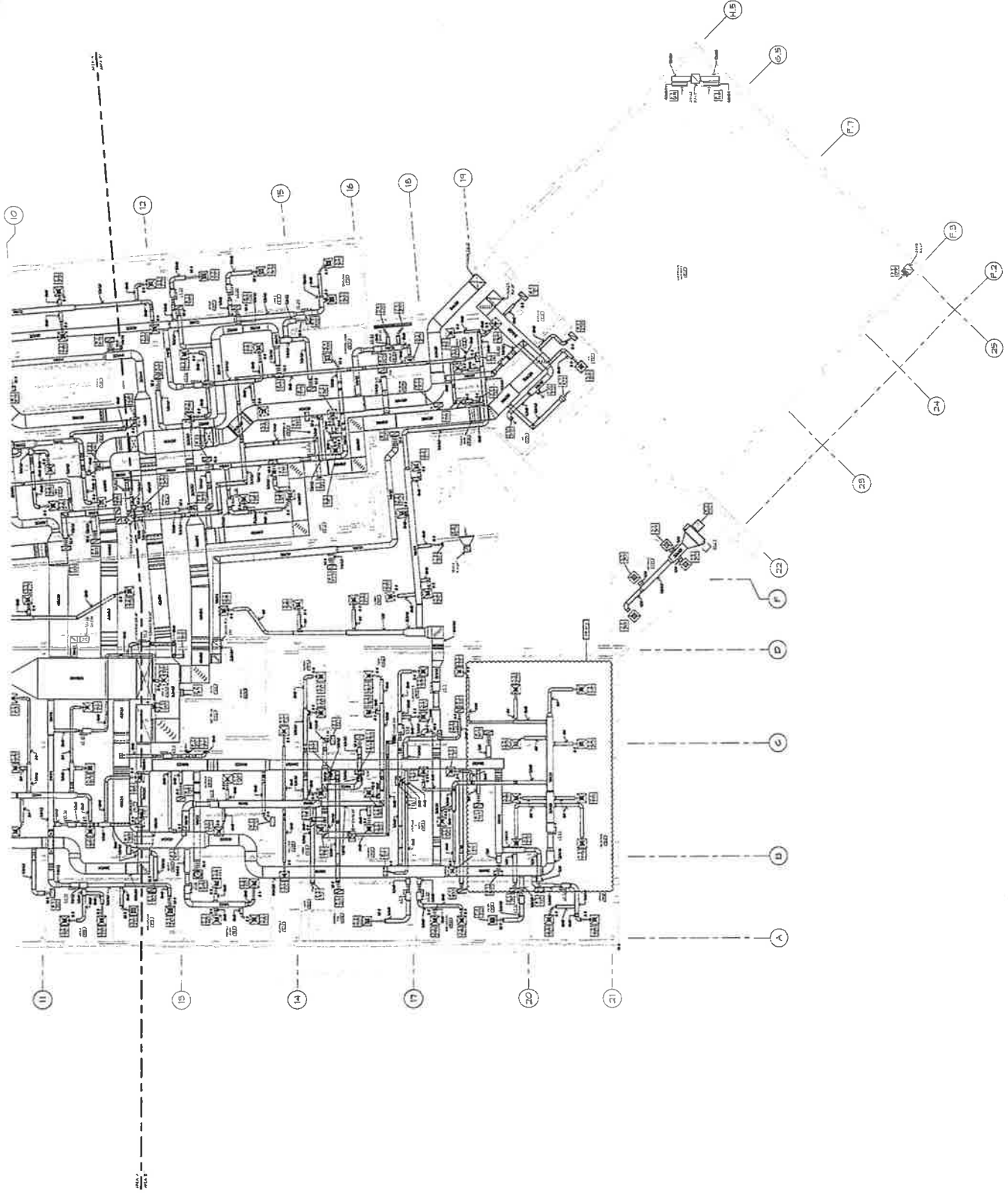
Sheet Name:  
 FIRST FLOOR  
 VENTILATION PLAN

Sheet Number:  
**M4.3**



FIRST FLOOR PLAN - VENTILATION  
 M4.3







205 40<sup>th</sup> STREET SOUTHWEST  
FARGO, NORTH DAKOTA 58103  
PHONE: 701.282.5900  
FAX: 701.281.0819

September 7, 2017

T.L. Stroh  
Mr. Terry Stroh  
8 Seventh St. N.  
Fargo, ND 58102

RE: New Fargo City Hall  
Window Sprinkler Heads

Dear Mr. Stroh

Please find listed below our costs associated with providing and installing window sprinkler heads to protect both sides of the glass in A/V room E127.

Nova Fire Protection \$ 975

Subtotal: \$ 975

Overhead: \$ 98

Profit: \$ 54

Bond: \$ 12

**Grand Total Add: \$ 1,139**

Please contact our office with any questions or concerns at 701.282.5900.

Sincerely,  
ROBERT GIBB & SONS, INC.

*Ed Thvedt*

# **NOVA FIRE PROTECTION, INC.**

304 41st Street S \* Fargo, ND 58103 \* Ph. 701-282-0268 \* F. 701-282-0702

9/7/2017

ATTN: ED THVEDT  
ROBERT GIBB AND SONS  
205 40TH STREET SOUTH  
FARGO, ND 58103

Re: **CHANGE-ORDER # 2**  
**FARGO CITY HALL - FARGO, ND**  
Ref: **WINDOW SPRINKLERS**

**SCOPE:** We propose the following changes to the sprinkler system at the project referenced above:

Install listed window sprinkler heads to protect both sides of the glass in A/V Room E127.

Items NOT included in this proposal:

Soffit around pipe

**Our price increase for the changes listed above is..... \$975.00**

**Acceptance:** Please indicate your acceptance of this Change-Order by endorsing it below and return it to NOVA. If you have any questions please contact our office at 701-282-0268.

Respectfully,



Brent Larson  
Project Manager

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

PO #: \_\_\_\_\_



205 40<sup>th</sup> STREET SOUTHWEST  
FARGO, NORTH DAKOTA 58103  
PHONE: 701.282.5900  
FAX: 701.281.0819

November 2, 2017

T.L. Stroh  
Mr. Terry Stroh  
8 Seventh St. N.  
Fargo, ND 58102

RE: New Fargo City Hall  
Smoke Curtain Sprinkler Heads

Dear Mr. Stroh

Please find listed below our costs associated with providing and installing pendent sprinkler heads around the smoke curtain perimeter located at stair 3-STR-D.

Nova Fire Protection \$ 795

Subtotal:	<u>\$ 795</u>
Overhead:	\$ 80
Profit:	\$ 44
Bond:	<u>\$ 10</u>
<b>Grand Total Add:</b>	<b>\$ 929</b>

Please contact our office with any questions or concerns at 701.282.5900.

Sincerely,  
ROBERT GIBB & SONS, INC.

*Ed Thvedt*

# **NOVA FIRE PROTECTION, INC.**

304 41st Street S \* Fargo, ND 58103 \* Ph. 701-282-0268 \* F. 701-282-0702

11/2/2017

ATTN: ED THVEDT  
ROBERT GIBB AND SONS  
205 40TH STREET SOUTH  
FARGO, ND 58103

Re: **CHANGE-ORDER # 4**  
**FARGO CITY HALL - FARGO, ND**  
Ref: **SMOKE CURTAIN - HEADS**

**SCOPE:** We propose the following changes to the sprinkler system at the project referenced above:

Install pendent sprinkler heads around the smoke curtain perimeter located at Stair 3-STR-D.

Items NOT included in this proposal:

NA

**Our price increase for the changes listed above is..... \$795.00**

**Acceptance:** Please indicate your acceptance of this Change-Order by endorsing it below and return it to NOVA. If you have any questions please contact our office at 701-282-0268.

Respectfully,



Brent Larson  
Project Manager

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

PO #: \_\_\_\_\_

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-16-F0

Type: Contract Amendment #2

Date of Hearing: 12/11/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/18/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to a Contract Amendment submitted by Flint Group in the amount of \$22,935, bringing the total contract amount to \$273,935. The additional costs covered in this request are due to additional tasks that was outside of the original scope of work. We are proposing the use of Infrastructure Sales Tax Funds for the amended amount.

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Contract Amendment #2 to be funded with Infrastructure Sales Tax Funds.

RECOMMENDED MOTION

Approve Contract Amendment #2 to Flint Group in the amount of \$22,935 to be funded with Infrastructure Sales Tax Funds.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Infrastructure Sales Tax Funds


	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials		<u>N/A</u>
Agreement for payment of specials required of developer		<u>N/A</u>
Letter of Credit required (per policy approved 5-28-13)		<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor  
 Jim Gilmour, Director of Planning  
 Steve Dirksen, Fire Chief  
 Mark Bittner, Director of Engineering  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 City Engineer  
 Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Brenda Derrig</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer

C: Kristi Olson

December 4, 2017

To: Public Works Project Evaluation Committee

From: Jeremy M. Gorden, PE, PTOE *JMG*  
Division Engineer - Transportation

Subject: Contract Amendment #2 with the Flint Group for Public Information Coordinator Services  
City of Fargo Project No. MS-16-F0

Last year we created a project for Public Relations Services to assist us with communicating to the public with regards to the large amount of projects in and around the downtown area. We selected Flint Communications in May 2016 and entered into a one-year contract with them in June 2016 for \$148,000. Earlier this year, we amended their contract to extend their services through the end of this year for an additional \$102,408.95. They have done a great job for us.

We are nearing the end of the year and our contract amount with them was hit in mid-November due to a number of out of scope items getting added to the workload this summer and fall. The out of scope items included the following:

- Additional engineering department projects directed to PIC team –
  - o 4th Avenue N reconstruction
  - o 2nd Avenue N/Roberts Alley – weekly contractor meetings
  - o 19th Avenue N reconstruction
  - o 25th Street and 13th Avenue intersection
  - o Misc projects included: 7th Street S, Main Avenue emergency sewer repair
- Relocated contract budget estimates to extend media schedule with 13th Ave & 25th Street interchange project
  - o Added 3 add'l weeks of radio to extend the current schedule through the end of October
- Support for two corridor studies – 17th Avenue and 52nd Avenue projects
  - o Time to gather all the details for both studies from engineer consultants
  - o Crafted and distributed FargoStreets event notice for email
  - o Crafted and boosted Facebook content for events
- Additional business resources for PIC managed projects (third-party printing; no extra costs billed to COF for in-house Flint Group printing)
  - o Printing costs for 30x42 posters of work zone for businesses
  - o Downtown Street Fair 11x17 maps for downtown businesses
- Increased scope of community relations event plan
  - o Direct costs for children's interactive station increased
  - o Research/survey for baseline communication data

- Additional creative resources
  - o Time for design and edits to in-market roadway signage (project progress signage with Wally)
  
- City of Fargo website transition
  - o Monthly time to manage the new City of Fargo platform (FargoStreets.com section)
  - o Troubleshooting time for access to new City of Fargo platform (FargoStreets.com)
  
- Hard cost, Facebook sponsored content - \$64.51
  - o 17th Avenue Bike Audit event and public input meeting
  - o 52nd Avenue public input meeting
  - o 25th Street and 13th Avenue intersection
  - o Support of NDSU Extension event at Horse Park, detour around 19th Avenue
  - o 10th Street detour for utility work

I propose using Sales Tax funds for this amendment. I have attached the Flint Group's proposed scope of work for your review. The contract amendment is for \$22,935 and it will bring us to the close of this contract.

**Recommended Motion**

Approve Contract Amendment No. 2 with the Flint Group in the amount of \$22,935 using Infrastructure Sales Tax funds.

Attachment





101 N 10<sup>th</sup> Street  
Fargo, ND 58102  
701-237-4850

Contact: Melissa Reichert  
[melissa.reichert@flint-group.com](mailto:melissa.reichert@flint-group.com), 701-499-2133

## **CONTRACT AMENDMENT**

City of Fargo  
Engineering Department  
200 3rd St. N, Fargo, ND 58102

**MS-16-F0 –**  
Public Information Coordinator Services

December 6, 2017



**Contact Information:**

Company Name: Flint Communications (dba Flint Group)  
Contact for this Proposal: Melissa Reichert, [melissa.reichert@flint-group.com](mailto:melissa.reichert@flint-group.com), 701-499-2150  
Physical Mailing Address: 101 N 10<sup>th</sup> Street, Fargo, ND 58102  
Telephone Number: 701-237-4850  
Federal Tax ID: 45-0216764

**Statement of Responsible Agent**

We understand the requirements of the PIC contract and will gladly continue to comply with the provisions. Neither our company nor any of the individuals who will work on this contract has a conflict of interest.

This proposal is respectfully submitted by the President/CEO, who is authorized to legally bind Flint Communications to the terms and conditions described herein.

A handwritten signature in black ink, appearing to read "Roger Reiersen", written over a horizontal line.

Roger Reiersen, President/CEO



Mr. Jeremy Gorden  
 CC: Gregg Schildberger

It's been a pleasure working with the City of Fargo Engineering Department (Department) in the capacity of the Public Information Coordinator (PIC). Our team has integrated to create a streamlined approach, as well as a great working relationship, across your department and the additional city departments that support Engineering.

This proposal outlines work performed over the scope of our current contract through November 11 of 2017, as well as anticipated and recommended efforts through the end of 2017. For any additional clarification, on what we've outlined in this amendment request, please don't hesitate to contact us. Thank you for your consideration of continuing this collaboration and partnership.

## **PIC CONTRACT AMENDMENT REQUEST –**

### **CONTRACT AMENDMENT REQUEST –**

Work performed in **October/Nov (11/10)**, total: \$16,159  
 Estimate of additional hours for **Nov (11/13 – 11/30)/Dec** – \$6,775.51  
**TOTAL: \$22,935**

### **BREAKDOWN BY TASK FOR ABOVE TOTALS:**

#### **ACCOUNT MANAGEMENT –**

Oct/Nov (11/10) current billing (time): \$790  
 Add: 3 hours (Rest of NOV/DEC management)– \$390  
**TOTAL: \$1,180**

#### **PR –**

Oct/Nov (11/10) current billing (time): \$9,600  
 Add: 20 hours (Rest of NOV/DEC management) – \$2,675  
**TOTAL: \$12,275**

#### **SOCIAL –**

Oct/Nov (11/10) current billing (time): \$2,303.26  
 HARD COST: October Facebook content (5 events): \$64.51  
 HARD COST: November Facebook content (Main Ave work): \$25  
 Add: 6 hours (Rest of NOV/DEC management) – \$780, plus \$20 for boosted content - \$800  
**TOTAL: \$3,128.26**

#### **CREATIVE/MAP –**

Oct/Nov (11/10) current billing (time): \$1,725  
 Add: 5 hours (Rest of NOV/DEC management)– \$575  
 HARD COST (suggestion): \$250, 1,000 Thank You postcards + stickers for Wally signs  
**TOTAL: \$2,550**

#### **WEBSITE –**

Oct/Nov (11/10) current billing (time): \$1,620  
 Add: 5 hours (Rest of NOV/DEC management) – \$600 (*There will be no domain or hosting fees*)  
**TOTAL: \$2,220**



**MEDIA SERVICES**

Oct/Nov (11/10) current billing (time): \$56.25

*No additional time needed in 2017*

**TOTAL: \$56.25**

**RESEARCH – DEC (Data analyst from survey)**

ADD: 3 hours (time) – \$375

**TOTAL: \$375**

**COMM PLANNING – DEC (Year in review report)**

ADD: 5 hours (time) – \$1,150

**TOTAL: \$1,150**

**ANTICIPATED/RECOMMENDED EFFORTS: NOVEMBER 13 – DECEMBER 31**

**Public Relations – 20 hours**

- PIC project updates for 19<sup>th</sup> Avenue/25<sup>th</sup> St & 13<sup>th</sup> Ave/Main Ave project work/Misc
- Response to FargoStreets email address and management
- Project Thank-you cards, coordinate and distribute to businesses for key projects
  - Placement of Cone Dogs as part of Project Thank You
- Crafting copy for future projects for FargoStreets.com

**Creative – 5 hours + hard cost**

- Any misc map updates
- Project Thank You cards creative, update postcard – Jeff has the postcard drafted, just need to send you the text to approve; will need mailing addresses from City
  - Postage costs to be billed to Permit Number of Engineering Department (we have from the seal coat project)
- Stickers for the Wally sign (5 to add to current signs) – creative done, printing costs

**Social – 6 hours + hard cost**

- Project update posts now through end of year
- Response to any questions/comments
- Sponsored posts, related to thank you for patience this season

**Communication Planning – 5 hours**

- End of year wrap up report – high level report to share with Department and City Commission (in original scope of work)

**Research analysis – 3 hours**

- Review of the data gathered at Downtown Street and dashboard to share with Department and City Commission

**Website – 5 hours**

- Time to clean up 2017 project information – project pages and interactive map
- Time to add 2018 CIP project details, upcoming public participation
- Misc updates to interactive map



- *There will be no hosting and domain fees*
  - *City of Fargo owns the URL domain of FargoStreets.com (Needs to be renewed by Feb 2018)*

#### **WORK PERFORMED OVER SCOPE: OCTOBER – NOVEMBER 10, 2017**

These are the areas where we've added time as the contract extension progressed, and wasn't originally anticipated in scope of work:

MONTHLY: Additional engineering department projects directed to PIC team – initial project list included Broadway, 4<sup>th</sup> Street S, 25<sup>th</sup> Street S and railroad crossing, seal coat and mill & overlay

- 4th Avenue N reconstruction
- 2nd Avenue N/Roberts Alley – weekly contractor meetings
- 19th Avenue N reconstruction
- 25th Street and 13th Avenue intersection
- Misc projects included: 7th Street S, Main Avenue emergency sewer repair

SEPT/OCTOBER: Relocated contract budget estimates to extend media schedule with 13<sup>th</sup> Ave & 25<sup>th</sup> Street interchange project

- Added two – three additional weeks of radio to extend the current schedule through the end of October

OCTOBER: Support for two corridor studies – 17<sup>th</sup> Avenue and 52<sup>nd</sup> Avenue projects

- Time to gather all the details for both studies from engineer consultants
- Crafted and distributed FargoStreets event notice for email
- Crafted and boosted Facebook content for events

MAY/JUNE/JULY: Additional business resources for PIC managed projects (third-party printing; no extra costs billed to COF for in-house Flint Group printing)

- Printing costs for 30x42 posters of work zone for businesses
- Downtown Street Fair 11x17 maps for downtown businesses

JULY: Increased scope of community relations event plan

- Direct costs for children's interactive station increased
- Research/survey for baseline communication data

MAY/JUNE: Additional creative resources

- Time for design, edits to in-market roadway signage (project progress signage w/Wally)

MONTHLY: City of Fargo website transition

- Monthly time to manage the new City of Fargo platform (FargoStreets.com section)
- Troubleshooting time for access to new City of Fargo platform (FargoStreets.com)

OCTOBER: Hard cost, Facebook sponsored content - **\$64.51**

- 17<sup>th</sup> Avenue Bike Audit event and public input meeting
- 52<sup>nd</sup> Avenue public input meeting
- 25<sup>th</sup> Street and 13<sup>th</sup> Avenue intersection
- Support of NDSU Extension event at Horse Park, detour around 19<sup>th</sup> Avenue – ask from Jason
- 10<sup>th</sup> Street detour for utility work



### OUT OF SCOPE CONTRACT AMENDMENT COST PROPOSAL

2017 PIC October – December 2017	SLATED BUDGET
Work performed October through November 10, 2017	\$16,159
Estimate of additional hours and services November 13 – December 31, 2017	\$6,775.51
<b>TOTAL</b>	<b>\$22,935</b>

#### BREAKDOWN FOR ABOVE TOTALS:

<b>Planning/Reporting/Acct Management</b>	\$1,180
Oct/Nov (11/10) current billing (time): \$790 Add: 3 hours (rest of Nov/Dec management) – \$390	
<b>PR</b>	\$12,275
Oct/Nov (11/10) current billing (time): \$9,600 Add: 20 hours (rest of Nov/Dec management) – \$2,675	
<b>Social</b>	\$3,128.26
Oct/Nov (11/10) current billing (time): \$2,303.26 HARD COST: October Facebook content (5 events): \$64.51 HARD COST: November Facebook content (Main Ave work): \$25 Add: 6 hours (rest of Nov/Dec management) – \$780, plus \$20 for boosted content – \$800	
<b>Creative/Maps</b>	\$2,550
Oct/Nov (11/10) current billing (time): \$1,725 Add: 5 hours (rest of Nov/Dec management) – \$575 HARD COST (suggestion): \$250, 1,000 Thank You postcards + stickers for Wally signs	
<b>Website</b>	\$2,220
Oct/Nov (11/10) current billing (time): \$1,620 Add: 5 hours (rest of Nov/Dec management) – \$600 <i>(There will be no domain or hosting fees)</i>	
<b>Media Services</b>	\$56.25
Oct/Nov (11/10) current billing (time): \$56.25 <i>No additional time needed in 2017</i>	
<b>Research – DEC (Data analyst from survey)</b>	\$375
Add: 3 hours (time) – \$375	
<b>COMM PLANNING – DEC (Year in review report)</b>	\$1,150
Add: 5 hours (time) – \$1,150	
<b>TOTAL</b>	<b>\$22,935</b>



## ADDITIONAL INFORMATION

<b>FLINT GROUP RATE CARD</b>	
<b>Job Classification</b>	<b>Hourly Rate (\$)</b>
Account Management	130
Art Direction/Graphic design	135
Art Production	115
Concept	150
Copywriting	135
Crisis Mgmt Strategy	175
Graphic Design & Illustration	125
Layout & Art Direction	135
Media Buying	125
Media Planning	150
Photography	120
PR Implementation	130
PR Content Strategy	150
PR Strategy	150
PR Support	120
PR Writing	125
SEM Optimization	115
SEM Strategy	150
Social Media Analytics Services	115
Social Media Strategy	150
Social Media Monitoring	150
Strategic Planning	150
Travel	85
User Experience	150
Web Development	135

### **Approvals and authority are provided as follows:**

Flint will submit the following to the City of Fargo for approval: all communication plans and campaigns; copy, layouts, artwork, storyboards and scripts; media schedules, printing specs and cost estimates of these various items; and other specified projects.

Changes may be made, but the City of Fargo will reimburse Flint for all time incurred and materials purchased for the project as defined in budget. Upon payment for services, all communication, custom built data bases and creative files will be owned by the City of Fargo.

### **Term of Contract:**

The term of this contract begins on the date it has been signed by both parties and ends December 31, 2017. Upon written agreement of the parties the contract ends, the contract may be extended.



*If this estimate meets your approval, please sign and date below and return with your signature to Melissa Reichert ([Melissa.reichert@flint-group.com](mailto:Melissa.reichert@flint-group.com)). Pricing estimates valid for 90 days. Any shipping, postage or other incidental expenses (i.e. signage) are not included in this estimate unless otherwise noted. The estimate includes the scope of work as outlined in this document. For items not mentioned, a revised scope of work will be completed with an accompanying estimate.*

**Approved By City of Fargo:**

Printed Name: Brenda E. Derrig

Signature: [Handwritten Signature]

Date: 12-11-17

**Approved By City of Fargo:**

Printed Name: Timothy J. Mahoney, Mayor

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Flint Group Approval:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TM-17-A1

Type: Change Order #1

Location: Citywide

Date of Hearing: 12/11/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/18/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Jim Mohr</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Change Order #1 in the amount of \$32,711.73, bringing the total contract amount to \$289,144.83.

Staff is recommending approval of Change Order #1.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #1.

RECOMMENDED MOTION

Approve Change Order #1 in the amount of \$32,711.73 to Swanston Equipment.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Traffic Engineering Funds


Developer meets City policy for payment of delinquent specials  
Agreement for payment of specials required of developer  
Letter of Credit required (per policy approved 5-28-13)

<u>Yes</u>	<u>No</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor  
 Jim Gilmour, Director of Planning  
 Steve Dirksen, Fire Chief  
 Mark Bittner, Director of Engineering  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 City Engineer  
 Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

  
 Brenda E. Derrig, P.E.  
 Division Engineer

ATTEST:

C: Kristi Olson



# Memorandum

**To:** Members of PWPEC  
**From:** Jim Mohr, Project Manager  
**Date:** December 7, 2017  
**Re:** Project No. TM-17-A1 –Change Order #1

A handwritten signature in black ink, appearing to be "Jim Mohr".

---

**Background:**

Project TM-17-A1 is for pavement markings at various locations within the City of Fargo.

The attached Change Order # 1 includes additional work to correct existing site conditions.

No additional days were required to complete the work.

**Recommended Motion:**

Approve Change Order # 1 in the amount of \$32,711.73.

JDM/klo  
Attachment



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Project No: TM-17-A1 Change Order No: 1  
 Project Name: Pavement Markings & Incidentals  
 Date Entered: 12/4/2017 For: Swanston Equipment

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: extra work  
 extra work multiple locations

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Pavement Markings	1	F&I Grooved Plastic Film 4" Wide	LF	10,528.00	0.00	10,528.00	1,068.00	11,596.00	4.21	4,496.28
	3	F&I Grooved Plastic Film 8" Wide	LF	3,500.00	0.00	3,500.00	78.00	3,578.00	8.51	663.78
	7	F&I Grooved Plastic Film Message	SF	895.00	0.00	895.00	96.00	991.00	26.11	2,506.56
	12	Paint Epoxy Line 24" Wide	LF	510.00	0.00	510.00	688.00	1,198.00	20.22	13,911.36
	16	F&I Grooved Thermoplastic Pavement Marking Message	SF	450.00	0.00	450.00	375.00	825.00	29.69	11,133.75
<b>Pavement Markings Sub Total (\$)</b>										<b>32,711.73</b>

**Summary**

Source Of Funding	Traffic Engineering Funds - 101
Net Amount Change Order # 1 (\$)	32,711.73
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	256,433.10
Total Contract Amount (\$)	289,144.83

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**

Current Completion Date	10/06/2017	Additional Days	0.00	New Completion Date	10/06/2017
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CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT



Description	APPROVED	APPROVED DATE
For Contractor <i>Opal A. Jounenwald</i>	Title <i>Corporate Secretary</i>	<div data-bbox="300 483 373 903"></div> <div data-bbox="332 283 373 462"><i>12-11-17</i></div> <div data-bbox="373 199 479 577"></div>
	Department Head	
	Mayor	
	Attest	

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TP-16-B1 Type: Final Balancing Change Order #1  
 Location: 19<sup>th</sup> Ave N, 10<sup>th</sup> St-18<sup>th</sup> St Date of Hearing: 12/11/2017

<u>Routing</u>	Date
City Commission	12/18/2017
PWPEC File	X
Project File	<u>Kristy Schmidt</u>

The Committee reviewed the accompanying correspondence from Project Manager, Kristy Schmidt, for Final Balancing Change Order #1 in the amount of \$0.00 bringing the total contract amount to \$61,961.96.

Staff is recommending approval of Final Balancing Change Order #1.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Final Balancing Change Order #1.

MENDE

Approve Final Balancing Change Order #1 in the amount of \$0.00 to S & S Landscaping Co., Inc.


PROJECT FINANCING INFORMATION

Recommended source of funding for project: Sales Tax Funds

	Yes	No
Developer meets City policy for payment of delinquent specials		N/A
Agreement for payment of specials required of developer		N/A
Letter of Credit required (per policy approved 5-28-13)		N/A

COMMITTEE	Present	Yes	No	Unani
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jim Gilmour, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mark Bittner, Director of Engineering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer

C: Kristi Olson



CITY OF FARGO  
FORESTRY/ENG DEPARTMENT  
CHANGE ORDER REPORT

Project No	TP-16-B1	Change Order No	1
Project Name	Tree Planting & Incidentals		
Date Entered	11/28/2017	For	S & S Landscaping Co Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:**

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
<b>Summary</b>										
Source Of Funding										
Net Amount Change Order # 1 (\$)										
Previous Change Orders (\$)										
Original Contract Amount (\$)										
Total Contract Amount (\$)										

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

<b>CONTRACT TIME</b>	
Current Completion Date	10/15/2016
Additional Days	0.00
New Completion Date	10/15/2016
Description	
APPROVED	<i>[Signature]</i> DAVID GILKIN APPROVED DATE 12-11-17
For Contractor	<i>[Signature]</i> S & S LANDSCAPING Department Head
Title	PROJECT MANAGER Mayor



CITY OF FARGO  
FORESTRY/ENG DEPARTMENT  
CHANGE ORDER REPORT

Attest

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. PR-16-E1 Type: Negative Final Balancing Change Order #1
Location: Citywide Date of Hearing: 12/11/2017

Routing Date
City Commission 12/18/2017
PWPEC File X
Project File Jeremy Engquist

The Committee reviewed the accompanying correspondence from Project Manager, Jeremy Engquist, for Negative Final Balancing Change Order #1 in the amount of \$ -88.66, bringing the total contract amount to \$302,064.54.

Staff is recommending approval of Negative Final Balancing Change Order #1.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #1.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #1 in the amount of \$ -88.66 to Opp Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Rehab & Sales Tax Funds

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
Letter of Credit required (per policy approved 5-28-13)

Yes No
N/A
N/A
N/A

COMMITTEE

Table with 4 columns: Present, Yes, No, Unanimous. Rows for committee members with checkboxes and a signature line for Brenda Derrig.

- Tim Mahoney, Mayor
Jim Gilmour, Director of Planning
Steve Dirksen, Fire Chief
Mark Bittner, Director of Engineering
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
City Engineer
Kent Costin, Finance Director

ATTEST:

Signature of Brenda E. Derrig, P.E.
Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson



<b>Project No</b>	PR-16-E1	<b>Change Order No</b>	1
<b>Project Name</b>	Concrete Spot Repair & Incidentals	<b>For</b>	Opp Construction LLC
<b>Date Entered</b>	11/30/2017		

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Change Order #1 FBCC

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Various Locations - City wide	1	Remove Pavement All Thicknesses All Types	SY	1,523.00	0.00	1,523.00	130.50	1,653.50	25.00	3,262.50
	2	Subgrade Preparation	SY	27.00	0.00	27.00	2.00	29.00	35.25	70.50
	3	F&I Class 5 Agg - 12" Thick	SY	27.00	0.00	27.00	2.00	29.00	13.85	27.70
	4	F&I Curb & Gutter Standard (Type II)	LF	800.00	0.00	800.00	37.50	837.50	43.00	1,612.50
	5	Remove Curb & Gutter	LF	732.00	0.00	732.00	74.50	806.50	6.00	447.00
	6	F&I Pavement 9" Thick Doweled Conc	SY	1,435.00	0.00	1,435.00	80.00	1,515.00	92.50	7,400.00
	7	F&I Pavement 10" Thick Doweled Conc	SY	168.00	0.00	168.00	-28.00	140.00	96.00	-2,688.00
	8	Repair Pavement - Partial Depth Conc	SF	100.00	0.00	100.00	-100.00	0.00	137.00	-13,700.00
	9	F&I Sidewalk 6" Thick Reinf Conc	SY	9.00	0.00	9.00	22.30	31.30	133.00	2,965.90
	10	F&I Det Warn Panels Cast Iron	SF	16.00	0.00	16.00	-4.00	12.00	48.00	-192.00
	11	F&I Casting - Inlet	EA	5.00	0.00	5.00	-2.00	3.00	1,460.00	-2,920.00
	12	F&I Casting - Std Manhole	EA	2.00	0.00	2.00	-2.00	0.00	1,285.00	-2,570.00
	13	F&I Casting - Floating Manhole	EA	4.00	0.00	4.00	-3.00	1.00	2,000.00	-6,000.00
	14	Casting to Grade - w/Conc	EA	12.00	0.00	12.00	2.00	14.00	565.00	1,130.00
	15	GV Box to Grade - w/Conc	EA	4.00	0.00	4.00	1.00	5.00	350.00	350.00
	16	Mulching Type 1 - Hydro	SY	200.00	0.00	200.00	32.00	232.00	7.00	224.00
	17	Seeding Type B	SY	200.00	0.00	200.00	32.00	232.00	12.50	400.00

Various Locations - City wide	EA	Inlet Protection - Existing Inlet	EA	18.00	0.00	18.00	-4.00	14.00	125.00	-500.00
18 Inlet Protection - Existing Inlet	EA			18.00	0.00	18.00	-4.00	14.00	125.00	-500.00
19 F&I Grooved Plastic Film 4" Wide	LF			60.00	0.00	60.00	82.00	142.00	90.00	7,380.00
22 * Relocate Pull Box @ 18th St & 19th Ave N	LS			0.00	0.00	0.00	1.00	1.00	2,500.64	2,500.64
23 * Jet-Vac Inlet @ 27 St & 1 Ave N	LS			0.00	0.00	0.00	1.00	1.00	710.60	710.60
<b>Various Locations - City wide Sub Total (\$)</b>										<b>-88.66</b>
<b>Grand Total (\$)</b>										<b>-88.66</b>

\* NC Items

**Summary**

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-88.66

0.00

302,153.20

302,064.54

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**

Current Completion Date

06/30/2017

Additional Days

0.00

New Completion Date

06/30/2017

**DESCRIPTION**

**APPROVED**

For Contractor

*Laura Strunk*

Title

Sr. Project Manager

**APPROVED DATE**

Department Head

Mayor

Attest

*12-11-17*  
*Blair*

REPORT OF ACTION

26

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: 2018 Capital Improvement Plan

Location: Citywide

Date of Hearing: 11/13/2017

Routing Date  
 City Commission 12/18/2017  
 PWPEC File X  
 Project File Tom Knakmuhs

The Committee reviewed the 2018 Capital Improvement Plan (summarized below).

Project	Preliminary Estimated Costs				Funding			
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Outside Funding Sources	Flood Sales Tax	Special Assessments	City Funds
Federal Aid Projects	\$14,376,639	\$1,945,895	\$652,254	\$16,974,788	\$11,690,666	\$0	\$3,297,676	\$1,986,446
Water Main and Street Recon Projects	\$14,400,000	\$0	\$4,181,000	\$18,581,000	\$1,876,000	\$0	\$8,911,936	\$7,793,064
Arterial Roadway Projects	\$6,500,000	\$1,200,000	\$1,715,333	\$9,415,333	\$0	\$0	\$8,754,208	\$661,125
Flood Control Projects	\$18,604,600	\$21,453,000	\$3,218,970	\$43,276,570	\$0	\$43,276,570	\$0	\$0
Pavement Preservation Projects	\$6,457,078	\$0	\$1,871,568	\$8,328,646	\$0	\$0	\$4,707,538	\$3,621,108
Storm Sewer Utility Projects	\$5,450,000	\$850,000	\$1,660,850	\$7,960,850	\$0	\$0	\$7,450,500	\$510,350
Traffic and Streetlight Projects	\$3,474,000	\$166,000	\$1,111,510	\$4,751,510	\$0	\$0	\$3,896,560	\$854,950
New Development Projects	\$11,000,000	\$0	\$4,155,000	\$15,155,000	\$0	\$0	\$14,520,000	\$635,000
Alley Paving Projects	\$100,000	\$0	\$38,000	\$138,000	\$0	\$0	\$138,000	\$0
Sidewalk Projects	\$540,000	\$0	\$161,325	\$701,325	\$0	\$0	\$452,250	\$249,075
Miscellaneous Projects	\$550,000	\$10,000	\$56,000	\$616,000	\$175,000	\$0	\$0	\$441,000
<b>Total 2018 CIP =</b>	<b>\$81,452,317</b>	<b>\$25,624,895</b>	<b>\$18,821,810</b>	<b>\$125,899,022</b>	<b>\$13,741,666</b>	<b>\$43,276,570</b>	<b>\$52,128,668</b>	<b>\$16,752,118</b>

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Mark Bittner, the Committee voted to recommend approval of the 2018 Capital Improvement Plan.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the 2018 Capital Improvement Plan.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Various

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

Yes No  
 \_\_\_\_\_  
 N/A  
 \_\_\_\_\_  
 N/A  
 \_\_\_\_\_  
 N/A

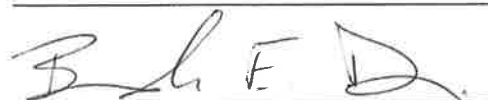
COMMITTEE

- Tim Mahoney, Mayor
- Jim Gilmour, Director of Planning
- Steve Dirksen, Fire Chief
- Mark Bittner, Director of Engineering
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- City Engineer
- Kent Costin, Finance Director

	Present	Yes	No	Unanimous
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 Division Engineer

2018

# Capital Improvement Plan



City of Fargo Engineering Department  
November 13, 2017

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## 2018 Capital Improvement Plan Summary

## Overview

Each year the City of Fargo Engineering Department is responsible for creating and managing a capital improvement plan for the initial construction, preservation, and reconstruction of the city's infrastructure. Below is a summary of the 2018 Capital Improvement Plan.

## Proposed Projects

Project	Preliminary Estimated Costs				Funding			
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Outside Funding Sources	Flood Sales Tax	Special Assessments	City Funds
Federal Aid Projects	\$14,376,639	\$1,945,895	\$652,254	\$16,974,788	\$11,690,666	\$0	\$3,297,676	\$1,986,446
Water Main and Street Recon Projects	\$14,400,000	\$0	\$4,181,000	\$18,581,000	\$1,876,000	\$0	\$8,911,936	\$7,793,064
Arterial Roadway Projects	\$6,500,000	\$1,200,000	\$1,715,333	\$9,415,333	\$0	\$0	\$8,754,208	\$661,125
Flood Control Projects	\$18,604,600	\$21,453,000	\$3,218,970	\$43,276,570	\$0	\$43,276,570	\$0	\$0
Pavement Preservation Projects	\$6,457,078	\$0	\$1,871,568	\$8,328,646	\$0	\$0	\$4,707,538	\$3,621,108
Storm Sewer Utility Projects	\$5,450,000	\$850,000	\$1,660,850	\$7,960,850	\$0	\$0	\$7,450,500	\$510,350
Traffic and Streetlight Projects	\$3,474,000	\$166,000	\$1,111,510	\$4,751,510	\$0	\$0	\$3,896,560	\$854,950
New Development Projects	\$11,000,000	\$0	\$4,155,000	\$15,155,000	\$0	\$0	\$14,520,000	\$635,000
Alley Paving Projects	\$100,000	\$0	\$38,000	\$138,000	\$0	\$0	\$138,000	\$0
Sidewalk Projects	\$540,000	\$0	\$161,325	\$701,325	\$0	\$0	\$452,250	\$249,075
Miscellaneous Projects	\$550,000	\$10,000	\$56,000	\$616,000	\$175,000	\$0	\$0	\$441,000
<b>Total 2018 CIP =</b>	<b>\$81,452,317</b>	<b>\$25,624,895</b>	<b>\$18,821,810</b>	<b>\$125,899,022</b>	<b>\$13,741,666</b>	<b>\$43,276,570</b>	<b>\$52,128,668</b>	<b>\$16,752,118</b>

## Federal Aid Projects

## Overview

Federal Aid Projects are for major improvements that typically include coordination with other local entities, such as the North Dakota Department of Transportation, West Fargo, Cass County, and the City of Moorhead. The Federal Aid we receive is programmed through Metro COG and is programmed out for four years. There are different types of federal aid and they are as follows: Interstate Maintenance funds (for use on I-29 and I-94 mainline and service and system interchanges), Regional Highway Funds (for use on US 81 & US 10, which are 52<sup>nd</sup> Ave S, University Drive, 10<sup>th</sup> Street, 19<sup>th</sup> Ave N, and Main Ave), Urban Roads Funds (which can be spent on any road classified as an arterial or collector), and Transportation Alternatives Program (which are funds set aside for shared use paths and pedestrian bridges).

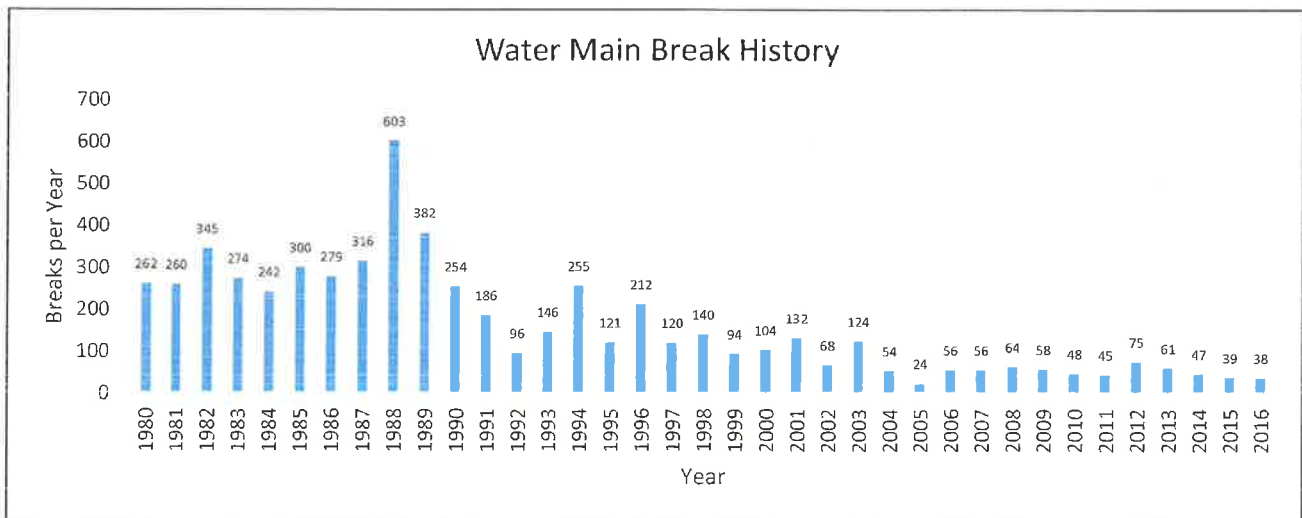
## Proposed Projects

Project Location	Preliminary Estimated Costs				Funding		
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Outside Funding Sources	Special Assessments	City Funds
10th St - 4 Ave N to 12 Ave N	\$6,742,688	\$536,000	\$409,606	\$7,688,294	\$4,478,168	\$1,922,227	\$1,287,899
S University 18th Ave So to 21st Ave S	\$5,370,675	\$1,084,895	\$121,947	\$6,577,517	\$5,251,360	\$1,257,968	\$68,189
Oak Grove Lift Bridge	\$1,471,276	\$325,000	\$82,221	\$1,878,497	\$1,248,138	\$0	\$630,359
Dill Hill	\$292,000	\$0	\$38,480	\$330,480	\$263,000	\$67,480	\$0
52nd Ave S Design Only (to be assessed upon construction)	\$500,000	\$0	\$0	\$500,000	\$450,000	\$50,000	\$0
<b>Total Federal Aid Projects =</b>	<b>\$14,376,639</b>	<b>\$1,945,895</b>	<b>\$652,254</b>	<b>\$16,974,788</b>	<b>\$11,690,666</b>	<b>\$3,297,675</b>	<b>\$1,986,447</b>

## Water Main Replacement/Street Reconstruction Projects

### Overview

Water Main Replacement/Street Reconstruction Projects must meet two conditions: pavement condition that is so poor that pavement preservation is no longer cost effective and history of a high number of water main breaks. The proposed water main replacement and street reconstruction projects meet both of those conditions. Each of the proposed projects range from approximately 5 to 10 water main breaks in the last 5 years. The city’s continued dedication to the water main replacement program has drastically reduced the number of water main breaks each year.



The City of Fargo has 528.67 miles of water main. Cast iron water main is typically the oldest and most susceptible to breakage. Asbestos cement water main is typically the next oldest and is susceptible to breakage during dry conditions when the soil shrinks. The proposed water main replacement and street reconstruction projects for 2018 will replace approximately 470 feet (0.09 miles) of asbestos cement water main and approximately 8,025 feet (1.52 miles) of cast iron water main. Water main will also be replaced on projects summarized under Federal Aid Projects and Arterial Roadway Projects. All together the 2018 Capital Improvement Plan will replace approximately 2,470 feet (0.47 miles) of asbestos cement water main and approximately 9,625 feet (1.82 miles) of cast iron water main for a total of approximately 12,095 feet (2.29 miles) or about 0.43% of our water main network. Life expectancy of water main varies from material to material, but it is generally estimated to have a life expectancy of 100 years. Based on that life expectancy, our goal should be to replace approximately 1% of our water main network each year.

Water Main Material Type	Length (Miles)	Percentage by Length
All Material Types	528.67	100.00%
Asbestos Cement	95.24	18.01%
Cast Iron	42.35	8.01%
Ductile Iron	25.38	4.80%
PVC	365.70	69.18%



The City of Fargo has 9,580,623 SY of pavement. The proposed water main replacement and street reconstruction projects for 2018 will replace approximately 29,782 SY of concrete pavement and 14,300 SY of composite (asphalt over concrete) pavement. Pavement will also be replaced on projects summarized under Federal Aid Projects and Arterial Roadway Projects. All together the 2018 Capital Improvement Plan will replace approximately 67,275 SY of concrete pavement and 16,900 SY of composite pavement for a total of approximately 84,175 SY or about 0.88% of our roadway pavement network. It is generally anticipated that with appropriate maintenance asphalt pavement will have a life expectancy of 50 years and concrete pavement will have a life expectancy of 80 years. Based on the percentage of concrete and asphalt pavement in the City of Fargo the average life expectancy for our roadway network calculates to be approximately 63 years. Therefore, our goal should be to reconstruct approximately 1.59% of our roadway pavement network each year.

Proposed Projects

Project Location	Preliminary Estimated Costs			Funding		
	Construction	Fees and Contingency	Total	Outside Funding Sources	Special Assessments	City Funds
Great Northern Drive	\$3,000,000	\$932,000	\$3,932,000	\$1,876,000	\$1,072,000	\$984,000
Roberts St N from 4 Ave N to 1 Ave N	\$3,000,000	\$855,000	\$3,855,000	\$0	\$2,010,000	\$1,845,000
4 St S from 2 St S to 12 Ave S; 11 Ave S from 4 St S to east; 10 Ave S from 4 St S to east	\$4,000,000	\$1,140,000	\$5,140,000	\$0	\$2,881,936	\$2,258,064
12th Street N from NP Avenue to 1st Avenue	\$800,000	\$228,000	\$1,028,000	\$0	\$536,000	\$492,000
12 Ave S from 21 St S to 18 St S; 18 St S; 19 St S; 20 St S	\$1,400,000	\$399,000	\$1,799,000	\$0	\$938,000	\$861,000
21 St S from 13 Ave S to 9 Ave S	\$1,200,000	\$342,000	\$1,542,000	\$0	\$804,000	\$738,000
8 St from 3 Ave N to 4 Ave N; 9 St from 3 Ave N to 4 Ave N; 3 Ave N from 7 St N to 9 Ave N	\$1,000,000	\$285,000	\$1,285,000	\$0	\$670,000	\$615,000
<b>Total Water Main Replacement/ Street Recon Projects =</b>	<b>\$14,400,000</b>	<b>\$4,181,000</b>	<b>\$18,581,000</b>	<b>\$1,876,000</b>	<b>\$8,911,936</b>	<b>\$7,793,064</b>

*Light at 2nd - 4th*

## Arterial Roadway Projects

### Overview

Arterial Roadway Projects are typically on arterial roadway corridors and are necessary to address poor pavement condition and traffic congestion caused by high traffic volumes.

### Proposed Projects

Project Location	Preliminary Estimated Costs				Funding		
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Outside Funding Sources	Special Assessments	City Funds
13 Ave S from 52 St S to 45 St S	\$6,500,000	\$1,200,000	\$1,715,333	\$9,415,333	\$0	\$8,754,208	\$661,125

## Flood Control Projects

## Overview

Flood Control Projects are for the continued implementation of the Revised Flood Control Comprehensive Plan and include flood control projects east of I-94 along the Legal Drain systems and along the Red River of the North. The proposed flood control projects also include the acquisition of properties that will need to be moved or demolished for the construction of flood control projects.

## Proposed Projects

Project Location	Preliminary Estimated Costs			Funding			
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Flood Sales Tax	Special Assessments	City Funds
Harwood, Hackberry, River Drive - Levee	\$1,625,000	\$375,000	\$341,250	\$2,341,250	\$2,341,250	\$0	\$0
Rosewood Addition - Demo/Levee/Floodwall/Lift Station	\$4,516,000	\$673,000	\$948,360	\$6,137,360	\$6,137,360	\$0	\$0
FM Diversion Levee Floodwall Improvements at 2nd St and Main Ave	\$6,363,600	\$300,000	\$636,360	\$7,299,960	\$7,299,960	\$0	\$0
Belmont Addition Buyouts (4)	\$0	\$3,500,000	\$0	\$3,500,000	\$3,500,000	\$0	\$0
Harwood, Hackberry, River Drive Buyouts (6)	\$0	\$9,500,000	\$0	\$9,500,000	\$9,500,000	\$0	\$0
Oakcreek & Copperfield Court Buyouts (4)	\$0	\$4,470,000	\$0	\$4,470,000	\$4,470,000	\$0	\$0
Demolition - Flood Buyouts	\$600,000	\$0	\$138,000	\$738,000	\$738,000	\$0	\$0
Lift Station Improvements/Modifications	\$3,500,000	\$1,910,000	\$735,000	\$6,145,000	\$6,145,000	\$0	\$0
Lift Station, Storm Sewer Improvements/Modifications	\$2,000,000	\$725,000	\$420,000	\$3,145,000	\$3,145,000	\$0	\$0
<b>Total Flood Control Projects =</b>	<b>\$18,604,600</b>	<b>\$21,453,000</b>	<b>\$3,218,970</b>	<b>\$43,276,570</b>	<b>\$43,276,570</b>	<b>\$0</b>	<b>\$0</b>

## Pavement Preservation Projects

## Overview

Pavement Preservation Projects are arguably the most important projects in our annual capital improvement plan. Pavement preservation is a proactive approach that implements a series of low-cost, preventative maintenance treatments that are aimed at preserving the investment of our roadway network, extending the pavement life, and meeting our citizens' needs. No pavement will last forever, but with timely applications of these projects we can extend the pavement life resulting in cost savings.

	Surface Type	Total Network	Arterial (25.1%)	Collector (12.9%)	Local (56.3%)	Alley (5.7%)
Length (Centerline Miles)	All Streets	512.53	128.56	66.14	288.58	29.24
	Asphalt (60.0%)	307.48	27.07	40.36	229.74	10.30
	Brick (0.01%)	0.06	-	-	-	0.06
	Composite (4.4%)	22.51	10.07	2.48	9.76	0.20
	Gravel (2.7%)	13.78	0.58	-	0.68	12.53
	Concrete (32.9%)	168.70	90.85	23.29	48.40	6.15

	Surface Type	Total Network	Arterial (30.7%)	Collector (14.3%)	Local (51.1%)	Alley (3.9%)
Area (Square Yards)	All Streets	9,743,860	2,987,201	1,388,897	4,983,145	384,617
	Asphalt (55.0%)	5,362,622	541,022	789,462	3,875,822	156,316
	Brick (0.01%)	547	-	-	-	547
	Composite (4.8%)	467,666	235,736	60,812	168,192	2,926
	Gravel (1.7%)	163,237	8,127	-	6,438	148,672
	Concrete (38.5%)	3,749,788	2,202,317	538,623	932,692	76,156

## Proposed Projects

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Repair Projects	\$950,000	\$243,250	\$1,193,250	\$301,500	\$891,750
Seal Coat Projects	\$917,078	\$237,668	\$1,154,746	\$325,738	\$829,008
Wear Course Projects	\$1,500,000	\$510,000	\$2,010,000	\$2,010,000	\$0
Mill and Overlay Projects	\$3,090,000	\$880,650	\$3,970,650	\$2,070,300	\$1,900,350
<b>Total Pavement Preservation Projects =</b>	<b>\$6,457,078</b>	<b>\$1,871,568</b>	<b>\$8,328,646</b>	<b>\$4,707,538</b>	<b>\$3,621,108</b>

## Pavement Preservation: Repair Projects

### Overview

Repair Projects include asphalt crack seal and concrete spot repairs. The annual crack seal project is located in the same areas as the seal coat project and aids in preserving and extending the life of the asphalt roadway. The citywide concrete spot repair project repairs relatively small concrete issues that arise throughout the city each year. The concrete rehabilitation project is performed on a roadway corridor and is utilized to extend the overall pavement life of that project corridor.

### Proposed Projects

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Asphalt Crack Seal - Various Locations City Wide	\$50,000	\$11,500	\$61,500	\$0	\$61,500
Concrete Spot Repairs City Wide	\$450,000	\$103,500	\$553,500	\$0	\$553,500
Concrete Rehabilitation (Spot Repair by reach)	\$450,000	\$128,250	\$578,250	\$301,500	\$276,750
<b>Total Repair Projects =</b>	<b>\$950,000</b>	<b>\$243,250</b>	<b>\$1,193,250</b>	<b>\$301,500</b>	<b>\$891,750</b>

## Pavement Preservation: Seal Coat Projects

### Overview

Seal Coat Projects take place throughout the city and are a way to extend the life of asphalt pavement. As the name implies, they are utilized to seal the pavement to keep water from penetrating the road structure. They also prevent deterioration of the asphalt surface from the effects of aging and oxidation due to water and the sun. Many state DOTs have studied the benefits of seal coats and have found that seal coats are most effective when placed within one or two years after the surface layer (asphalt wear course) is placed. After two years, the pavement has already been damaged from the effects of the sun and will no longer benefit from a seal coat. Studies also recommend a seal coat be reapplied approximately every eight years.

Based on that research, seal coats are installed on new wear course projects two years after installation and are funded 100% by special assessments. Seal coats are installed on mill and overlay projects two years after installation and are funded 100% by city funds. Subsequent seal coats are installed every eight years and are also funded 100% by city funds.

Seal coat projects are performed on arterial, collector, and local roadways. Combined those three roadway classifications account for 5,206,306 SY of asphalt pavement in the City of Fargo. This year our seal coat project includes 121,544 SY of seal coating on projects that received a wear course in 2016 and will be funded by special assessments. Our project will also include 336,995 SY of seal coating on projects that received a mill and overlay in 2016 or a seal coat approximately eight years ago. The total amount of asphalt pavement to receive a seal coat in 2018 is 458,539 SY or about 8.8% of our asphalt roadway network.

### Proposed Projects

Project Location (See CIP Map for Locations)	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Section 1A	\$6,040	\$2,054	\$8,094	\$8,094	\$0
Section 2A	\$67,564	\$22,972	\$90,536	\$90,536	\$0
Section 3A	\$17,722	\$6,025	\$23,747	\$23,747	\$0
Section 4A	\$29,112	\$9,898	\$39,010	\$39,010	\$0
Section 5A	\$37,836	\$12,864	\$50,700	\$50,700	\$0
Section 6A	\$50,680	\$17,231	\$67,911	\$67,911	\$0
Section 7A	\$34,134	\$11,606	\$45,740	\$45,740	\$0
Section 8C	\$24,980	\$5,745	\$30,725	\$0	\$30,725
Section 9C	\$21,150	\$4,865	\$26,015	\$0	\$26,015
Section 10C	\$17,110	\$3,935	\$21,045	\$0	\$21,045
Section 11C	\$9,128	\$2,099	\$11,227	\$0	\$11,227
Section 12C	\$121,554	\$27,957	\$149,511	\$0	\$149,511
Section 13C	\$67,216	\$15,460	\$82,676	\$0	\$82,676
Section 14C	\$124,840	\$28,713	\$153,553	\$0	\$153,553
Section 15C	\$60,750	\$13,973	\$74,723	\$0	\$74,723
Section 16C	\$66,690	\$15,339	\$82,029	\$0	\$82,029
Section 17C	\$86,540	\$19,904	\$106,444	\$0	\$106,444
Section 18C	\$12,860	\$2,958	\$15,818	\$0	\$15,818
Section 19C	\$61,172	\$14,070	\$75,242	\$0	\$75,242
<b>Total Seal Coat Projects =</b>	<b>\$917,078</b>	<b>\$237,668</b>	<b>\$1,154,746</b>	<b>\$325,738</b>	<b>\$829,008</b>

## Pavement Preservation: Wear Course Projects

### Overview

Wear Course Projects place the final surface layer of asphalt in new developments. These projects take place anywhere from just a couple of years up to 15 years after the initial construction of a new development and include drainage correction and installation of the final surface of asphalt. Wear course projects don't typically take place until approximately 90% of the lots in a new development have been built on. This allows private contractors time to construct buildings without fear of damaging the final surface of asphalt. It also allows for settlement to occur, which we correct during the wear course project.

### Proposed Projects

Locations for the wear course project will be evaluated in the early part of 2018. This will allow us to make the best determination of the appropriate locations based on the percentage of build out in new developments. Based on previous capital improvement projects, we anticipate the project to be approximately \$1.5 million.

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Locations to be determined	\$1,500,000	\$510,000	\$2,010,000	\$2,010,000	\$0

## Pavement Preservation: Mill and Overlay Projects

### Overview

Mill and Overlay Projects extend the life of the pavement and improve the ride quality. As part of these projects we also correct drainage issues and replace sidewalk curb ramps that do not meet Federal ADA requirements.

The anticipated frequency of asphalt mill and overlay projects can vary greatly depending on a number of factors, such as pavement subgrade and drainage, traffic volumes, weight of vehicle traffic, and initial quality of asphalt pavement, but is typically once every 25 years. Mill and overlay projects are performed on arterial, collector, and local roadways. Combined those three roadway classifications account for 5,206,306 SY of asphalt pavement in the City of Fargo. This year our proposed mill and overlay projects include 154,500 SY of asphalt paving or about 3.0% of our network. Based on a 25 year cycle, our goal should be to mill and overlay approximately 4% of our asphalt roadway network each year.

### Proposed Projects

Project Location (See CIP Map for Locations)	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Section 1	\$444,000	\$126,540	\$570,540	\$297,480	\$273,060
Section 2a	\$806,000	\$229,710	\$1,035,710	\$540,020	\$495,690
Section 2b	\$840,000	\$239,400	\$1,079,400	\$562,800	\$516,600
Section 3	\$700,000	\$199,500	\$899,500	\$469,000	\$430,500
Section 4	\$300,000	\$85,500	\$385,500	\$201,000	\$184,500
<b>Total Mill &amp; Overlay Projects =</b>	<b>\$3,090,000</b>	<b>\$880,650</b>	<b>\$3,970,650</b>	<b>\$2,070,300</b>	<b>\$1,900,350</b>



## Storm Sewer Utility Projects

### Overview

Storm Sewer Utility Projects are for the ongoing maintenance and improvement of the city's storm sewer system which includes 75 existing storm water lift stations and associated piping, ponds, and drain systems. The major proposed projects for 2018 will include the reconstruction Lift Station #7 located north of 12<sup>th</sup> Avenue North on the County Drain and rehabilitation of Lift Station #21 near NDSU. Other smaller projects will include river outfalls and storm sewer maintenance/repair activities.

### Proposed Projects

Project	Preliminary Estimated Costs				Funding	
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Special Assessments	City Funds
Storm Sewer/Outfall Repairs - TBD	\$120,000	\$0	\$27,600	\$147,600	\$0	\$147,600
Erosion Control/Seeding	\$30,000	\$0	\$6,000	\$36,000	\$0	\$36,000
Lift Station Repairs - LS #21 Rehabilitation	\$450,000	\$0	\$128,250	\$578,250	\$301,500	\$276,750
Drain #40/19th Ave N Storm Sewer Lift Station & Pond	\$1,650,000	\$300,000	\$495,000	\$2,445,000	\$2,445,000	\$0
Drain #27 Storm Sewer Lift Station (Grayland)	\$1,200,000	\$500,000	\$324,000	\$2,024,000	\$2,024,000	\$0
Bison Meadows Levee & Pond	\$2,000,000	\$0	\$680,000	\$2,680,000	\$2,680,000	\$0
Lift Station #7 Reconstruct - Design and Easements only	\$0	\$50,000	\$0	\$50,000	\$0	\$50,000
<b>Total Storm Sewer Utility Projects =</b>	<b>\$5,450,000</b>	<b>\$850,000</b>	<b>\$1,660,850</b>	<b>\$7,960,850</b>	<b>\$7,450,500</b>	<b>\$510,350</b>

## Traffic and Streetlight Projects

## Overview

Traffic and Streetlight Projects improve the safety and efficiency of traffic operations by providing for the maintenance, initial construction, and improvements of street lights, traffic signals, communication cable, intelligent transportation systems, and pavement markings.

## Proposed Projects

Project Location	Preliminary Estimated Costs				Funding	
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Special Assessments	City Funds
Street Light Project TBD	\$1,000,000	\$0	\$340,000	\$1,340,000	\$1,340,000	\$0
Street Light Rehab Citywide	\$250,000	\$0	\$71,250	\$321,250	\$167,500	\$153,750
New Signal TBD (potentially Sanford 23rd Ave S @55 St)	\$350,000	\$0	\$119,000	\$469,000	\$469,000	\$0
New Signal TBD (potentially 17th Ave S 38th St pending corridor study)	\$350,000	\$0	\$119,000	\$469,000	\$469,000	\$0
Signal System Upgrade to IP based System	\$140,000	\$0	\$32,200	\$172,200	\$0	\$172,200
Raised Pedestrian Crossing School near BCBS	\$75,000	\$0	\$25,500	\$100,500	\$100,500	\$0
Quiet Zone - 7th Ave N and 16th St N	\$834,000	\$166,000	\$283,560	\$1,283,560	\$1,283,560	\$0
38th St S Radius Widening	\$50,000	\$0	\$17,000	\$67,000	\$67,000	\$0
Traffic Signal Maintenance-LED Replacement	\$125,000	\$0	\$35,000	\$160,000	\$0	\$160,000
Traffic Marking Citywide	\$300,000	\$0	\$69,000	\$369,000	\$0	\$369,000
<b>Total Traffic and Streetlight Projects =</b>	<b>\$3,474,000</b>	<b>\$166,000</b>	<b>\$1,111,510</b>	<b>\$4,751,510</b>	<b>\$3,896,560</b>	<b>\$854,950</b>

## New Development Projects

### Overview

New Development Projects can vary greatly from year to year as they are driven by developer request. For 2018, we have either received, or are likely to receive, the following requests.

### Proposed Projects

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Bison Meadows	\$1,400,000	\$532,000	\$1,932,000	\$1,932,000	\$0
Grayland First Addition	\$2,000,000	\$760,000	\$2,760,000	\$2,760,000	\$0
Lavernes Addition (Montplaisir)	\$2,600,000	\$988,000	\$3,588,000	\$3,588,000	\$0
Border States Electric	\$1,000,000	\$380,000	\$1,380,000	\$1,380,000	\$0
Madelyn Meadows	\$1,000,000	\$380,000	\$1,380,000	\$1,380,000	\$0
33rd St N Paving	\$2,000,000	\$760,000	\$2,760,000	\$2,760,000	\$0
19th Ave N Water Main	\$1,000,000	\$355,000	\$1,355,000	\$720,000	\$635,000
<b>New Development Projects Total =</b>	<b>\$11,000,000</b>	<b>\$4,155,000</b>	<b>\$15,155,000</b>	<b>\$14,520,000</b>	<b>\$635,000</b>

## Alley Paving Projects

### Overview

Alley Paving Projects must be petitioned by at least 55 percent of the benefitting property owners to be included in the annual capital improvement plan. Typically this is done by a property owner going door-to-door with a petition to get at least 55 percent of the benefitting property owner’s signatures. The petition is then submitted to the Engineering Department where we verify signatures and request approval by the Public Work Project Evaluation Committee (PWPEC) to start design. All alley paving projects are 100% special assessed.

Alley Surface Type	Area (Square Yards)	Percentage by Area	Length (Centerline Miles)	Percentage by Length
All Surface Types	384,617	100.00%	29.27	100.00%
Asphalt	156,316	40.64%	10.32	35.27%
Brick	547	0.14%	0.06	0.21%
Composite	2,926	0.76%	0.20	0.69%
Gravel	148,672	38.65%	12.53	42.80%
Concrete	76,156	19.80%	6.15	21.03%

### Proposed Projects

Project Location	Preliminary Estimated Costs			Special Assessments	City Funds
	Construction	Fees and Contingency	Total		
Alley from 3 Ave N to 4 Ave N between 10 St N and 11 St N	\$100,000	\$38,000	\$138,000	\$138,000	\$0

## Sidewalk Projects

### Overview

Sidewalk Projects are included annually in the capital improvement plan to address areas of town where sidewalks have not yet been installed by the property owner and areas of town where tripping hazards or nonconforming conditions exist. In either type of projects, the locations of improvements are typically populated by citizen complaint. Upon notice from the city, property owners have the option to correct deficiencies by hiring a licensed sidewalk contractor on their own or they can elect to have the work included in one of the city's annual sidewalk projects.

### Proposed Projects

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Sidewalks: 2018 New Sidewalks (including APPR)	\$270,000	\$84,375	\$354,375	\$271,350	\$83,025
Sidewalks: 2018 Reconstruct Sidewalks (including APPR)	\$270,000	\$76,950	\$346,950	\$180,900	\$166,050
<b>Total Sidewalk Projects =</b>	<b>\$540,000</b>	<b>\$161,325</b>	<b>\$701,325</b>	<b>\$452,250</b>	<b>\$249,075</b>

## Miscellaneous Projects

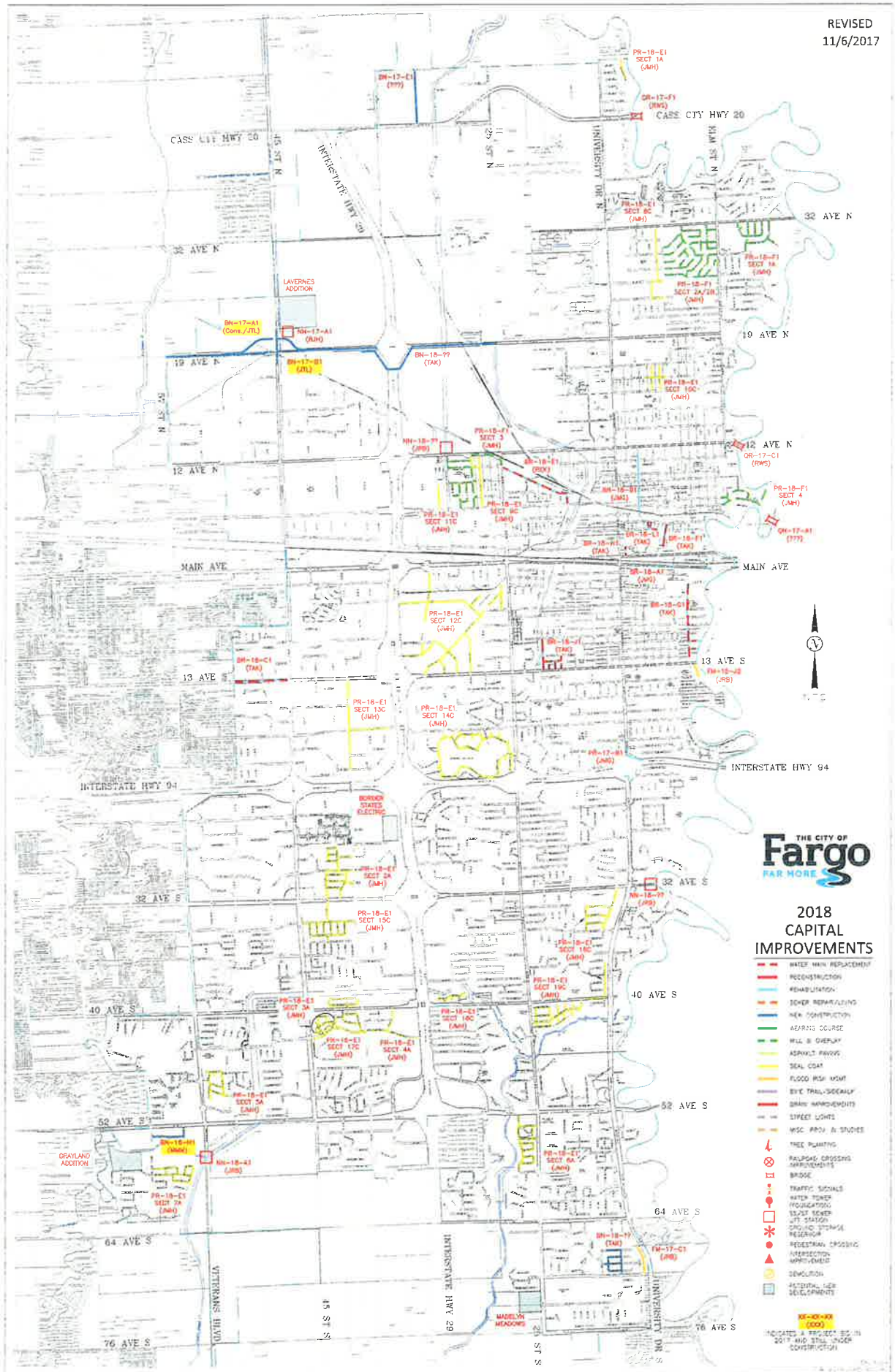
## Overview

Miscellaneous Projects vary from year to year, but this year they include tree planting, bridge maintenance, and public relations/communications. The tree planting project is for plantings along arterial roadways and is funded utilizing city funds. The bridge maintenance projects are in collaboration with other local entities and the City of Fargo will cost share in the projects utilizing city funds. The public relations/communications project is to aid in the communication of capital improvement projects. This project is critical to the successful construction of our projects as it allows us to effectively communicate with the public by giving updates of progress, road closures, and other items that aid in a positive public perception of roadway projects.

## Proposed Projects

Project	Preliminary Estimated Costs				Funding		
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Outside Funding Sources	Special Assessments	City Funds
Tree Planting	\$100,000	\$10,000	\$21,000	\$131,000	\$0	\$0	\$131,000
Bridge Maintenance 12th Ave N over Red River (City of Moorhead Lead) City to cost share	\$150,000	\$0	\$15,000	\$165,000	\$75,000	\$0	\$90,000
Bridge Maintenance 40th Ave N (Clay County to lead) City to cost share.	\$200,000	\$0	\$20,000	\$220,000	\$100,000	\$0	\$120,000
Public Relations/Communication	\$100,000	\$0	\$0	\$100,000	\$0	\$0	\$100,000
<b>Miscellaneous Projects =</b>	<b>\$550,000</b>	<b>\$10,000</b>	<b>\$56,000</b>	<b>\$616,000</b>	<b>\$175,000</b>	<b>\$0</b>	<b>\$441,000</b>

2018 Capital Improvement Map









200 3rd Street North  
Fargo, North Dakota 58102  
Phone: (701) 241-1545  
Fax: (701) 241-8101  
E-Mail: [feng@cityoffargo.com](mailto:feng@cityoffargo.com)

(27)

December 14, 2017

Honorable Board of  
City Commissioners  
City of Fargo  
200 North Third Street  
Fargo, ND 58102

Re: Contract Engineering Technician I

Dear Commissioners:

During the MidContinent build out the Commission approved 3 Engineering Technician I contracts to assist with the management. The 2018 approved budget has approved keeping these contract positions to assist with the Small Cell/WiFi permitting along with the increase of infrastructure locating and fiber installation.

Recommended Motion:

Approve contract for Peggy Amsbaugh and Dana Johnson.

Respectfully Submitted,



Brenda E. Derrig, P.E.  
Division Engineer – Engineering Services

BED/bem  
Attachment

C: Mark H. Bittner, City Engineer

**AGREEMENT**

Engineering Technician I

THIS AGREEMENT made and entered into effective the 1st day of January, 2018, by and between Peggy Amsbaugh (hereinafter referred to as Amsbaugh) and the CITY OF FARGO, a municipal corporation, whose address is 200 Third Street North, Fargo, North Dakota 58102 (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City desires to fill the position of Engineering Technician I within the City of Fargo Engineering Department as a contracted employee; and,

WHEREAS, the City desires to appoint Amsbaugh to perform the duties and services of Engineering Technician I and for purposes of the City's budgeting process, to recognize a contract employment relationship for a period beginning January 1, 2018 and ending December 31, 2018, but which is still an "at-will" employment relationship, terminable by either party with or without cause,; and,

WHEREAS, Amsbaugh has agreed to accept such appointment to perform the duties and services of Engineering Technician I on a contract employee basis according to the terms of this agreement; and,

WHEREAS, the parties wish to commit their agreement to writing.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. City agrees to appoint Amsbaugh for the purpose of performing the duties and services of Engineering Technician I as described in Exhibit A attached hereto.
2. Term. The term of this agreement shall be for the period beginning January 1, 2018 and ending December 31, 2018, but may be terminated by either party at any time,

upon written notice to the other party. This relationship is an "At-will" relationship and may be terminated by either party at any time with or without cause.

3. Compensation. City agrees to compensate Amsbaugh in the amount of \$21.86 per hour for any and all duties and services performed as Engineering Technician I during the year 2018. To the extent this agreement is still in effect, beginning in years 2018 and thereafter, Amsbaugh's compensation shall be adjusted annually, at the time of her step increase date, as well as adjusted in an amount equal to the Cost of Living Adjustment the City of Fargo approves for its employees.

4. In addition to the terms of compensation listed above, the City shall pay the employer's share of the following:

- (a) Social Security (FICA)
- (b) Workers Compensation
- (c) Unemployment Insurance
- (d) Federal Withholding (income tax)
- (e) State Income Tax
- (f) Medicare

5. Amsbaugh will be full-time and will be eligible to enroll in Health Insurance, Dental Insurance, Vision Insurance, Life Insurance and Flexible Spending and will be covered under the City's long-term disability and North Dakota Public Employee Retirement System (NDPERS). In addition, Amsbaugh will accrue annual and sick leave.

6. During the term of this agreement, Amsbaugh agrees to comply with all employee policies of the City of Fargo and the Engineering Department, including all safety rules and procedures.

7. The parties hereto understand and agree that Amsbaugh shall not be part of the Civil Service of the City of Fargo, but is a contracted employee, as permitted under Fargo Municipal Code section 7.0102(D).

DATED the day and year first above written.

THE CITY OF FARGO, NORTH DAKOTA

By: \_\_\_\_\_  
Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

Engineering

By: Mark H. Bittner  
Mark H. Bittner, Director of Engineering

Peggy Amsbaugh  
Peggy Amsbaugh  
Contracted Employee

**AGREEMENT**

Engineering Technician I

THIS AGREEMENT made and entered into effective the 27<sup>th</sup> day of May, 2017, by and between Dana Johnson (hereinafter referred to as Johnson) and the CITY OF FARGO, a municipal corporation, whose address is 200 Third Street North, Fargo, North Dakota 58102 (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to fill the position of Engineering Technician I within the City of Fargo Engineering Department as a contracted employee; and,

WHEREAS, the City desires to appoint Johnson to perform the duties and services of Engineering Technician I and for purposes of the City’s budgeting process, to recognize a contract employment relationship for a period beginning May 27, 2017 and ending December 31, 2018, but which is still an “at-will” employment relationship, terminable by either party with or without cause,; and,

WHEREAS, Johnson has agreed to accept such appointment to perform the duties and services of Engineering Technician I on a contract employee basis according to the terms of this agreement; and,

WHEREAS, the parties wish to commit their agreement to writing.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. City agrees to appoint Johnson for the purpose of performing the duties and services of Engineering Technician I as described in Exhibit A attached hereto.
2. Term. The term of this agreement shall be for the period beginning May 27, 2017 and ending December 31, 2018, but may be terminated by either party at any time,

upon written notice to the other party. This relationship is an “At-will” relationship and may be terminated by either party at any time with or without cause.

3. Compensation. City agrees to compensate Johnson in the amount of \$23.39 per hour for any and all duties and services performed as Engineering Technician I during the year 2017. To the extent this agreement is still in effect, beginning in years 2017 and thereafter, Johnson’s compensation shall be adjusted annually, at the time of his step increase date, as well as adjusted in an amount equal to the Cost of Living Adjustment the City of Fargo approves for its employees.

4. In addition to the terms of compensation listed above, the City shall pay the employer’s share of the following:

- (a) Social Security (FICA)
- (b) Workers Compensation
- (c) Unemployment Insurance
- (d) Federal Withholding (income tax)
- (e) State Income Tax
- (f) Medicare

5. Johnson will be full-time and will be eligible to enroll in Health Insurance, Dental Insurance, Vision Insurance, Life Insurance and Flexible Spending and will be covered under the City’s long-term disability and North Dakota Public Employee Retirement System (NDPERS). In addition, Johnson will accrue annual and sick leave.

6. During the term of this agreement, Johnson agrees to comply with all employee policies of the City of Fargo and the Engineering Department, including all safety rules and procedures.

7. The parties hereto understand and agree that Johnson shall not be part of the Civil Service of the City of Fargo, but is a contracted employee, as permitted under Fargo Municipal Code section 7.0102(D).



DATED the day and year first above written.

THE CITY OF FARGO, NORTH DAKOTA

By: \_\_\_\_\_  
Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

Engineering

By: Mark H. Bitter  
Mark H. Bitter, Director of Engineering

  
\_\_\_\_\_  
Dana Johnson  
Contracted Employee

December 13, 2017

The Honorable Board of City Commissioners  
City of Fargo  
Fargo, ND 58102

RE: Aerial Mosquito Control Spraying Contract

Commissioners:

Proposals were received and opened on Monday, November 27, 2017, in response to a Request for Proposal (RFP18018) issued by Cass County Vector Control for "Aerial Mosquito Control Services". A total of one (1) sealed proposal was received, which was reviewed and fully analyzed by a selection committee made up Ben Prather, Steve Moore, Tina Fisk, Jason Benson and myself.

The proposal received was evaluated on:

- Experience,
- Product Cost,
- Past Performance.

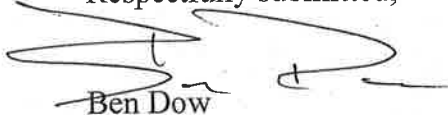
Based on the RFP pricing and the previous vendor experience the selection committee is making a recommendation to award the 2018-2020 Aerial Mosquito Control Services contract to Airborne Custom Spraying, Inc.

Pricing as Follows:

Fee based on spraying over 15,000 acres	\$2.05	per acre
Fee based on 5,001 – 15,000 acres	\$2.40	per acre
Fee based on 0 – 5,000 acres	\$2.80	per acre
Ferry Fee	\$500	per application
City of Fargo Retainer Fee	\$26,000	per year

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP18018) to award the 2018-2020 Aerial Mosquito Control Services contract to Airborne Custom Spraying, Inc.

Respectfully submitted,



Ben Dow  
Director of Operations

CITY OF FARGO - AIRBORNE CUSTOM SPRAYING, INC.  
MOSQUITO SPRAYING AGREEMENT  
2018 - 2020

This Mosquito Spraying Agreement ("Agreement") is made between Airborne Custom Spraying, Inc., a Minnesota corporation, of Halstad, MN ("Contractor"), and the City of Fargo, North Dakota, a municipal corporation ("City"), who agree as follows:

RECITAL

The Contractor and the City hereby agree that Contractor will be retained by City for the purpose of aerial spraying of pesticides over Fargo, North Dakota. In order to be retained by City, City requires the following from Contractor and its Pilot in Command:

- Minimum of 2,000 hours flight experience;
- Minimum of 50 hours night flight time with a twin-engine aircraft;
- Minimum of 200 hours flight time with a twin-engine aircraft;
- Minimum of 50 hours flight time for the make, model, and series that will be used to complete the spray mission for the City;
- Minimum of 100 hours flight time applying pesticides to a city;
- Minimum of 20 hours flight time applying pesticides to a city at night;
- Minimum of 100 takeoffs/landings at altitude typical of project area with loads similar to an average load;
- Minimum of 2 years' experience in aerial mosquito control;
- Twin engine aircraft with a spray system meeting all specifications in FAR137 and authorized by the FAA and which is based within one hundred (100) miles of the City;
- Spray system nozzles shall be equal to the rotary atomizer-Micronair, 30 micron droplet spectrum;
- Swath Guidance GPS equipment with downloading capabilities. Upon request from the City, Contractor must provide printed reports within 24 hours of application.
- Reloading equipment capable of thirty (30) minute turns; and,
- Licensed and permitted to conduct business as an aerial applicator in North Dakota by April 1, 2018.

Contractor declares it has sufficient personnel and equipment to satisfy the requirements of the above paragraph to effectively spray all areas of the City with chemical pesticides approved for residential spraying. Contractor has provided to the City a written emergency response action plan identifying action steps in the event of an accident or a chemical release/dump, which plan is in form and substance satisfactory to the City.

SECTION I.

City hereby engages Contractor as an independent contractor, and not as an employee, to conduct aerial spraying of pesticides of approximately 26,000 acres over the City when directed to do so by Cass County Vector Control (CCVC), and Contractor hereby accepts and agrees to such engagement. City acknowledges and agrees that CCVC will be responsible for the direction of Contractor's work under the terms of this Agreement.

SECTION II.

The term of this Agreement shall commence May 1, 2018 subject to Section III of Agreement and shall terminate November 1, 2020(the "Term"), subject, however, to prior termination as hereinafter provided. This Agreement shall be renewed for an additional two (2) year term if approved and accepted in writing by both the Contractor and the City prior to April 1<sup>st</sup> of 2020. Both the City and Contractor agree to negotiate in good faith. This Agreement pertains to mosquito spraying services for the years 2018 through 2020, and a two (2) year Renewal Term if extended as provided in this agreement.

SECTION III.

City shall pay Contractor, and Contractor shall accept from City, in full payment of Contractor's services hereunder, compensation at a rate as follows:

- \$26,000.00 Retainer Fee paid on or before March 23 of each year of this Agreement (with first Retainer Fee to be paid on or before March 23, 2018).

- The quoted rate per acre (see Appendix A) is based on the use of the chemical Permethrin 30 + 30 applied at .007 lbs. per acre and mixed with mineral oil for a finished rate of 1 oz. per acre.
- If the City determines that a different application rate of Permethrin or a chemical other than Permethrin should be used, then the rate per acre shall be renegotiated and both the City and Contractor agree to negotiate in good faith.
- City shall pay Contractor a \$500.00 Ferry Fee for each application and assessed to every release of the aircraft by the City.

The Retainer Fee will be subtracted from the billing cycles until 100% of the Retainer Fee has been assessed against Contractor by the City, therefore reducing the cost of the initial billings by \$26,000.00. If at the end of each spray season there remains any unused Retainer Fee, then the unused Retainer Fee shall be retained by and become the sole property of Contractor. Any unused Retainer Fee will not apply to future spray seasons.

#### SECTION IV.

Contractor shall provide all chemicals and shall be responsible for any and all licenses, permits, fees, and all other items required of aerial applicators of pesticides. The chemical usage rates will be determined by CCVC and shall be subject to Section III of this Agreement.

#### SECTION V.

All chemicals used by Contractor must be a chemical which has been previously approved by the Environmental Protection Agency, the North Dakota State Department of Health and the Fargo Public Health Department prior to application. Further, all chemicals must be applied according to the manufacturers' label, terms and specifications.

#### SECTION VI.

Contractor shall comply with all applicable statutes, ordinances, rules, regulations, and orders of all public agencies and authorities relating to the aerial application of pesticides over residential areas.

SECTION VII.

No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid and the parties further agree that the provisions of this section may not be waived as herein set forth.

SECTION VIII.

Contractor will secure public liability insurance in the minimum amounts as follows:

- Non-Chemical:
  - \$5,000,000 Public Liability (bodily injury and property damage) combined single limit.
- Chemical:
  - \$500,000 each person bodily;
  - \$500,000 each occurrence bodily; and,
  - \$500,000 each occurrence property.
- Chemical coverage includes "all labeled products for mosquito control"
- Chemical coverage includes "cities and towns and residential areas"
- Coverage includes the City as a fully insured additional insured

Contractor shall pay the premium on such insurance policy, and the City shall be designated as a "named insured" on such policy. Contractor shall maintain such policy in force for all months in which it performs services for the City under the provisions of this Agreement.

SECTION IX.

Contractor agrees to indemnify the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs, or judgments arising from or arising against it from Contractor's negligence in services performed by the Contractor relative to this Agreement.

SECTION X.

Contractor agrees that, upon receiving written authorization from CCVC, aerial application of pesticides over the City shall be completed within a reasonable time from notification by CCVC, not to exceed seventy-two (72) hours, unless such performance is prevented by an act of God (such as high winds, rain or cold temperature) or unforeseen circumstances beyond the control of the Contractor pertaining to the aerial application of the City or aerial application of other clients of Contractor. However, the City reserves the right to cancel or withdraw said notice in writing delivered by CCVC to Contractor prior to the scheduled application. No aerial spraying shall occur without prior written notification to Contractor by and with the approval of CCVC.

SECTION XI.

Contractor agrees that performance under this Agreement shall be completed in a satisfactory and workman-like manner, subject to prior review and approval by the City, and/or state, and/or federal agencies.

SECTION XII.

Contractor shall remain in contact with CCVC for purposes of exchanging information and receiving directives related to the performance of this Agreement. Such contacts should be made and initiated by the Contractor with the designated representatives of CCVC at the time and place agreed upon by the parties hereto.

SECTION XIII.

With respect to termination of this Agreement:

- In the event of any violation by Contractor of any of the terms of this Agreement, and after failure by Contractor to remedy such violation within fifteen (15) days after written notice of such violation by City, City thereon may terminate this Agreement with written notice to Contractor and with pay for services rendered only to the time of such termination.
- In the event Contractor is not paid by the City in full within thirty (30) days after the delivery of an invoice by Contractor to the City, then Contractor may terminate this Agreement without notice and shall not be further obligated to the City for further aerial spraying.
- If the City and Contractor cannot agree on a renegotiated rate based on the change of the chemical used for spraying, as discussed under Section III of this Agreement, then Contractor may terminate this agreement with thirty (30) days written notice and shall not be further obligated to the City for further aerial spraying.
- In the event that the City terminates this Agreement prior to the end of the Term and there is no unremedied violation by Contractor, then City shall be obligated to pay the remaining unpaid Retainer Fees through the end of the existing Term of this Agreement payable as a lump sum within thirty (30) days of termination. In the event that the Contractor terminates this Agreement prior to the end of the Term, then City shall not be obligated to pay remaining unpaid Retainer Fees.

SECTION XIV.

Prior to the spraying season, CCVC and City will provide an updated map detailing the spray boundaries with the corresponding updates regarding acreage changes.

CCVC and City shall also assist in the application process for approval with the North Dakota Department of Health. City shall supply an FAA authorization application signed by the Mayor. City shall be responsible for providing this information before April 15th of each year of the contract period. There shall be a \$100 processing fee after that date.

CCVC shall be responsible for making public announcements via radio, television and newspaper at least 48 hours in advance of each spray application. Contractor and CCVC shall edit the announcements in cooperation.




CCVC makes the "go, no go decision" for the release of aircraft. The ultimate decision to spray shall be that of Contractor and shall depend upon the weather conditions at the time of arrival. Should the weather conditions become unfavorable for spraying while the aircraft is en route or while spraying, then Contractor shall coordinate with CCVC the decision to postpone the application. The Ferry Fee shall be applied to City for the release of the aircraft. CCVC shall then be responsible for rescheduling the application and to make further public announcements. Contractor is not responsible for changes in weather or unforeseen mechanical difficulties that may hinder the application.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fargo, North Dakota,  
on the \_\_\_\_ day of \_\_\_\_\_, 2018.

AIRBORNE CUSTOM SPRAYING, INC.

By   
\_\_\_\_\_  
Robert Aslesen, Vice President

CITY OF FARGO

By \_\_\_\_\_  
Dr. Tim Mahoney, Mayor of Fargo

ATTESTING:

By \_\_\_\_\_  
Director of Finance

## APPENDIX A

### PRICING STRUCTURE

(1) Price per Acre

Combined Acres Per Application	Unit Price *
Fee based on spraying over 15,000 acres	\$2.05 per acre
Fee based on 5,001 – 15,000 acres	\$2.40 per acre
Fee based on 0 – 5,000 acres	\$2.80 per acre
Retainer Fee <sup>+</sup>	<i>See Schedule Below</i>

*\* Unit Price includes Permethrin mosquitocide at .007 pounds ai per acre.*

(2) Ferry Fee per Application

Ferry Fee of \$500 per jurisdiction per application.

(3) Retainer Fee per Jurisdiction per Season

Jurisdiction	Retainer Fee <sup>+</sup>
Cass County, ND	\$35,000
City of Fargo, ND	\$26,000
City of West Fargo, ND	\$8,550
City of Moorhead, MN	\$12,000

*<sup>+</sup> The retainer fee will be applied as a credit to the beginning of the billing cycle each spray season until 100% of the retainer has been assessed, therefore reducing the cost of the initial billings by the amount of the retainer fee per season. If at the end of the season there remains any unused retainer fee, then the unused retainer fee shall be retained by and become the sole property of Airborne Custom Spraying.*



29

**MATBUS**

650 23rd Street North  
Fargo, ND 58102-4100  
Phone: 701.241.8140  
Fax: 701.241.8558  
Online: matbus.com

go green  ride with us!

December 18th, 2017

The Honorable Board of City Commissioners  
City of Fargo  
200 Third Street North  
Fargo, North Dakota 28102

**RE: Sole Source Purchase for Vendor Specific Parts**

Commissioners,

When purchasing repair parts for the many varied types of vehicles and equipment that the Metro Transit Garage uses, we find that some of the Companies have protected dealerships and we are only able to purchase replacement parts from their regional Vendors or in some cases directly from the manufacturer.

We have reviewed the parts purchases we have made in 2017 from these Companies or their Regional Vendor and have identified two (2) that exceed \$25,000.00 in a calendar year. Based on past purchasing history the following amounts are expected in 2018.

Summary of Sole Source Procurement Forms attached;

Gillig Corp	\$30,000.00
New Flyer Industries	\$180,000.00

**RECOMMENDED MOTION:** I/we move to approve the Sole Source Purchase for the purchase of parts in 2018 for Vendor Specific parts from Gillig Corp and New Flyer Industries for the amounts listed.

Respectfully Submitted,

Jordan Smith  
Transit Fleet and Facilities Manager



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

The project/service is required to:

Purchase Metro Bus parts for the repair of New Flyer and Orion buses.  
Based on past purchases it is estimated we will purchase \$180,000.00 of parts for bus repairs.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

New Flyer is the Manufacturer of the New Flyer buses Fargo operates and they also aquired the Orion Bus Company which Moorhead still owns 3.  
Metro Transit has 31 New Flyer Buses, and 3 Orion Buses.  
The parts we order are direct from the manufacturer and only available from them.

**Provide a brief description of how your investigation was conducted.** (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. \*\*)

No other sources exist for New Flyer specific parts.


**\*\*If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

No other vendors were considered as no other vendors makes parts specific to New Flyer.

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

NA

Signature:   
(Requestor)

Printed Name: Jordan Smith

Title: Fleet Services Manager

Date: Dec 13, 2017

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

 (Requestor initials)



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

The project/service is required to:

Purchase Metro Bus parts for the repair of Gillig buses.

Based on past purchases it is estimated we will purchase \$25,000.00 of parts for bus repairs.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Gillig is the Manufacturer of the Gillig buses Fargo operates

Metro Transit has 7 Gillig Buses.

The parts we order are direct from the manufacturer and only available from them.



**Provide a brief description of how your investigation was conducted.** (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. \*\*)

No other sources exist for Gillig specific parts.

**\*\*If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

No other vendors were considered as no other vendors makes parts specific to Gillig.

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

NA

Signature:   
(Requestor)

Printed Name: Jordan Smith

Title: Fleet Services Manager

Date: Dec 13, 2017

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

 (Requestor initials)



**MATBUS**

650 23rd Street North  
Fargo, ND 58102-4100  
Phone: 701.241.8140  
Fax: 701.241.8558  
Online: matbus.com

go green  ride with us!

30

December 18th, 2017

The Honorable Board of City Commissioners  
City of Fargo  
200 Third Street North  
Fargo, North Dakota 28102

**RE: Sole Source Purchase for Vendor Specific Parts**

Commissioners,

There are six (6) buses in our fleet that have Detroit Diesel engines and thirty-four (34) buses that have Allison Transmissions. Interstate Power Systems is the only Detroit Diesel certified dealer and the only Allison Transmission certified dealer in the area.

Summary of Sole Source Procurement Forms attached;

Interstate Power Systems	\$70,000.00
--------------------------	-------------

**RECOMMENDED MOTION:** I/we move to approve the Sole Source Purchase for the repairs of Detroit Diesel engines and Allison Transmissions in 2018 from Interstate Power System for the amount stated.

Respectfully Submitted,

Jordan Smith  
Transit Fleet and Facilities Manager



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Interstate Power Systems

Estimated Dollar Amount of Purchase:

\$70,000

The project/service is required to:

Purchase of service repairs on Detroit Diesel engines and Allison Transmissions at Interstate Power Systems.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Six transit buses have Detroit Diesel engines and thirty-four transit buses have an Allison Transmission. When we have problems with these engines and transmissions we exhaust all resources in-house first. When all resources are exhausted or we do not have the resources to diagnose or repair the problem, we take the bus to Interstate Power Systems. Interstate Power Systems is the only dealer in the area for Detroit Diesel engines and Allison Transmissions.

**Provide a brief description of how your investigation was conducted.** (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. \*\*)

**\*\*If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

--

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

--

Signature:  \_\_\_\_\_  
(Requestor)

Printed Name: Jordan Smith

Department: Transit

Title: Transit Fleet and Facilities Manager

Date: 12-14-17

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

 \_\_\_\_\_ (Requestor initials)

(31)

**MEMORANDUM**

**DATE:** December 13, 2017  
**TO:** City Commission  
**FROM:** Nicole Crutchfield, Planning Administrator *NC*  
**RE:** 2018 Arts Service Fund

In September, the City Commission adopted a 2018 budget that includes an Arts fund allocation of \$150,000. The Arts and Culture Commission provides recommendations on how the Arts Funds are allocated. On November 15, 2017, the Arts and Culture Commission recommended approval of expenditures for 2018 Arts Fund.

On November 15, the Arts and Culture Commission recommended that The Arts Partnership be contracted for regranting services due to the long standing relationship the City of Fargo has had with the *City Arts Partnership Grant program* that The Arts Partnership manages.

**Recommended Action:**

Approve the 2018 City Arts Fund recommendation and approve the attached agreement allocating \$112,000 to The Arts Partnership.



## AGREEMENT The Arts Partnership

---

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Fargo, a North Dakota municipal corporation (City), whose address is 200 N. 3<sup>rd</sup> Street, Fargo, North Dakota 58102 and The Arts Partnership (Recipient), whose address is 1104 2<sup>nd</sup> Ave S, Suite 315, North Dakota 58103.

**WHEREAS**, Recipient submitted a proposal to the Arts and Culture Commission for 2018 services to administer the City Arts Partnership Grants;

**WHEREAS**, the Arts and Culture Commission upon recognizing the historical relationship with the Lake Agassiz Arts Council and therefore The Arts Partnership, recommends that the City of Fargo participates in the City Arts Partnership Grants;

the City and Recipient wish to enter into an agreement to commission Recipient accordingly, as proposed;

**NOW, THEREFORE**, based upon the mutual covenants recited herein, it is hereby agreed:

**I. Authority**

The North Dakota Century Code (40-05-01((73)) give the City the authority to grant funds to private entities for "encouragement of the arts" activities.

**II. Statement of Work**

Recipient will undertake and administrate of the tri-city City Arts Partnership grants in June 2018. 75% of recipients funds will be redistributed to nonprofit arts organizations.

**III. Term and Conditions of the Work**

The terms of this agreement shall be for one year.

**IV. Compensation and Payment**

Recipient shall be compensated in the sum of \$112,000 for performing the Work. Full amount is to be paid to Recipient by the City upon execution of this Agreement.

**V. City Representatives**

The City shall designate representatives of the City who will be authorized to make all necessary decisions required in connection with the performance of this agreement and with the disbursement of funds in accordance herewith.

**VI. Termination for Cause.**

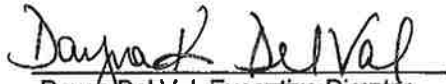
This agreement may be terminated if the Recipient materially fails to comply with any term of the agreement. In the event that this Agreement is terminated for non-compliance, the Recipient may be required to repay funds that have been invested in the project.

**VII. Monitoring and Evaluation**

The City reserves the right to monitor and evaluate the progress and performance of the Recipient to assure that the terms of this agreement are being satisfactorily met in accordance with the City. The Recipient shall cooperate with the City relating to such monitoring and evaluation.

The Recipient will provide the City with benefit information and summaries of the grantee work.

**RECIPIENT**

  
Dayna Del Val, Executive Director  
President & CEO

**CITY OF FARGO**

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
City Auditor

(32)

**MEMORANDUM**

**DATE:** December 14, 2017

**TO:** City Commission

**FROM:** Jim Gilmour, Planning Director 

**RE:** 2018 Social Service Fund

In September, the City Commission adopted a 2018 budget that includes a Social Service fund allocation of \$253,000. The Community Development Committee provides recommendations on how the Social Service Funds are allocated. On November 21, the Community Development Committee recommended approval of the 2018 Social Services Fund. The proposed budget is attached. If you would like copies of applications or meeting minutes, they are on file in the Planning and Development Department.

**Recommended Action:** Approve the 2018 City Social Service Fund.

## CITY OF FARGO – SOCIAL SERVICE FUND 2018

### AUTHORITY – ND Constitution, Chapter X, Section 18

The state, any county, or city may make internal improvements and may engage in any industry, enterprise or business, not prohibited by Article XX of the constitution, but neither the state nor any political subdivision thereof shall otherwise loan or give its credit or make donations to or in aid of any individual, association or corporation except for reasonable support of the poor, nor subscribe to or become the owner of capital stock in any association or corporation.

Afro American Development Association	Support self-sufficiency/self-reliance training in transportation, financial mgmt. & job retention	\$5,000
Boys & Girls Club of the RRV	Support after-school/youth development programs for youth from low-income families	\$5,000
CHARISM	Support youth development programs & skill building for low-income families & youth	\$10,000
Cultural Diversity Resources	Diversity training, annual conference, leadership building, education, interpreters	\$10,000
Emergency Food Pantry	Support emergency hunger relief efforts and improve coordinated food pantry services	\$7,500
F5 Project	Support program costs for transition into the community of individuals with challenging pasts	\$10,000
Family HealthCare Center	Provide funds to offset cost of emergent and limited health and dental care	\$10,000
FM Homeless Coalition	Administer Landlord Risk Mitigation Fund, emergency taxi rides, and CARES program	\$25,000
FirstLink	Support for 24-hour helpline & staff costs for coverage of behavioral health/addiction navigator	\$5,000
Global Youth United	Support youth engagement program with transportation, program costs & capacity building	\$1,000
Handi-Wheels Transportation	Provide accessible and affordable transportation to people with disabilities and elderly	\$5,000
Human Relations Commission	Support fair housing, cultural/community groups, and Welcome Week activities	\$10,000
Immigrant Development Center	Provide entrepreneurship training for new American business owners	\$5,000
Legal Services of North Dakota	Assist people that are low-income elderly, homeless, and/or disabled with housing law	\$5,000
Native American Commission	Provide support for Native American programs and Crossroads Powwow in Fargo	\$35,000
New American Consortium	Support operations and programming of Consortium partners & Welcome America/Welcome Week	\$5,000
New Life Center	Provide emergency shelter, meals, clothing, & other basics of life services	\$10,000
ND Coalition for Homeless People	Support the development of HUDs Continuum of Care for housing programs in Fargo	\$5,000
Presentation Partners in Housing	Provide emergency assistance for families most at-risk and facing homelessness	\$5,000
Rape and Abuse Crisis Center	Provide crisis support and follow-up services for victims of domestic violence & assault	\$15,000
Red River Human Services	Support educational and social activities for people with intellectual disabilities	\$7,500
Somali Community Development of ND	Support Somali community programming for elders, youth and community relations	\$5,000
United Way of Cass-Clay	Support efforts to provide opportunities for individuals/families to gain skills in the local workforce	\$10,000
Valley Senior Services	Support Meals on Wheels and Senior Ride programs	\$20,000
YWCA Cass Clay – YWCA Emergency Shelter	Support shelter, housing, case management, & homeless prevention services	\$15,000
<b>TOTAL</b>		<b>\$246,000</b>

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**MEMORANDUM**

**TO: FARGO CITY COMMISSION**

**FROM: NICOLE CRUTCHFIELD, PLANNING ADMINISTRATOR** *nc*  
**BRUCE TARALSON, INSPECTIONS ADMINISTRATOR**

**DATE: DECEMBER 14, 2017**

**SUBJECT: RFP FOR PERMIT AND PROJECT MANAGEMENT SYSTEM**

On January 2<sup>nd</sup> the City of Fargo will be releasing the attached RFP to solicit proposals from interested software firms to provide a permit and project management software system to be utilized by the City's Building Inspections Department and Department of Planning & Development. The software system is intended to streamline permit and project review processes from start to finish. The software will facilitate communications between departments during the review process and will help to modernize processes by automating many of the process steps that are currently manually completed. In addition to providing additional functionality, the software system will replace multiple antiquated software programs within the Building Inspections Department.

The City's 2018 budget includes \$200,000 allocated towards an Inspections and Planning software system from Capital Project Funds. For your awareness, a draft request for proposals (RFP) has been created and is attached for reference.

**RECOMMENDED MOTION:** Authorize staff to solicit proposals to provide the City with a permit and project management software system.

Attachment





**REQUEST FOR PROPOSALS**

**For**

**Permit and Project Management System**

December 2017

Issued By:

City of Fargo, North Dakota  
200 3<sup>rd</sup> Street N.  
Fargo, ND 58102

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## Introduction

### *Purpose*

The purpose of this Request for Proposal (RFP) by the City of Fargo, North Dakota (City) is to solicit proposals from interested software firms (Proposer) to provide a permit and project management software system to be utilized by the City's Building Inspections Department and Department of Planning & Development.

The software solution shall manage and track projects from submission to approval and shall automate much of these processes. Also, integration with The City's existing software is crucial for successful and complete software solution. The City is seeking a software solution that will leverage the city's ESRI GIS environment currently in use.

The City of Fargo intends to award a contract to the Proposer whose solution most closely meets the requirements defined in this RFP. Additionally, cost and the Proposer's ability to provide a clear project plan and approach towards the successful implementation of these services, as well as providing on-going support, are critical factors in the selection process.

### *Background Info*

The Department of Planning & Development Department has a staff of about 16 and the Building Inspections Department maintains a staff of 23, all of whom will access the permit and project management system. There will also be additional users in other departments, such as the Engineering, Fire, Public Works, and Health Departments.

The City of Fargo has a population of about 120,762 and contains approximately 31,923 parcels of land over an area of 45 square miles. Additionally, the City maintains extraterritorial jurisdiction over approximately 1,000 additional parcels within unincorporated areas surrounding the City.

In 2016, the Department of Planning & Development processed approximately:

- 100 entitlements (subdivisions, zoning map amendments, etc.)
- 50 administrative permits

And the Building Inspections Department processed:

- 1,979 plumbing permits
- 762 sewer permits
- 2,910 heating permits
- 873 sign permits
- 2,449 building permits for a total value of over \$454 million

This can be considered a typical year.



*Department Operations*

The City of Fargo Building Inspections Department and Department of Planning & Development are seeking a permit and project management system to serve the following operation needs:

1. An entitlement process management system to automate and aid the City's monthly Planning Commission application process. This would include all phases of the entitlement process including, but not limited to: application submittal, application review, public notification, comment tracking (staff & public), preparation of meeting packets, final approval, and archiving. (We use the term "entitlement" to mean an approval that is granted through a public hearing process, such as approval of a subdivision, zone change, or conditional use permit.)
2. A permit process management system to automate and aid the City's building permit application process. This would include all phases of the building permit process including, but not limited to: application submittal, application review, communication of review comments and revisions between the city and the applicant, comment tracking (staff & public), final approval, archiving, and having the application information, including approved plans, accessible to inspectors in the field.

The solution should include ability to receive inspections requests in the field and be able to complete inspections on a hand held device. This should include a mapping feature. It should also include the ability to view other inspector's comments on-line, and should include all previous comments from previous projects.

The software should have a portal for permit holders to request inspections online along with the ability to see if the inspection has been completed and passed. It will also give the ability for the inspector to instantly send a violation email to the permit holder.

3. The software should include a solution for property maintenance or apartment inspections. This should include a way to merge new rental properties into the schedule of inspections. The system should be able to mail a series of violation letters to property owners from the field application. It should be linked to county/city records for current property owners. The solution needs to include a way to create letters requesting inspection for new rentals properties. For reporting purposes all records for a specific address or parcel should be able to report in one module.
4. The permit and project management system should also be customizable to other processes that may or may not be conducted on a routine basis, including application and review for: annual Community Development Block Grant (CDBG) funding, economic incentive programs, administrative permits, administrative appeals, house moving requests, and variances.
5. The permit and project management system should include a unified data management system. This system should serve two purposes: 1) data tracking, record keeping, & archiving and 2) data export & analysis. This system should be GIS-based and will need to interface directly with the City's existing data management infrastructure, including the City's ESRI-based GIS programs. Additionally, the data management system should provide some level of data analysis capability, such as the ability to track and report on predefined performance metrics.

*Project Schedule*

The City reserves the right to modify the timeline if necessary.

RFP Available for Viewing	January 2, 2018
Questions Due	January 19, 2018
Answers Due	January 26, 2018
Proposals Due	11 AM February 2, 2018 (Central Time)
Interview Selection Notice	February 16, 2018
Interviews	February 26 – March 9, 2018
Award Notice	March 16, 2018
Contract Due	March 29, 2018
Contract to City Commission for Approval	April 9, 2018
Implementation Plan Due	April 20, 2018
Go Live	December 10, 2018

DRAFT

## Scope of Work

### *Software*

The City of Fargo is seeking a proven software solution that is pre-configured and modifiable. All specific requirements outlined within this RFP must be met through Proposer-supplied configuration tools. The selected product/solution will be expected to support Federal, State, and City rules, policies, ordinances, building codes and other regulations where required.

### *Implementation*

The following provides a high level outline of the project implementation requirements. The scope of the project includes, but is not limited to professional services to install, configure, and implement the software system as follows:

1. A comprehensive hardware, software, network and architectural design that delivers the core system which meets the requirements of this RFP
2. The business and technical best practice design solution based on review of the existing process flow analysis for both departments
3. A sound implementation strategy that ensures a smooth transition from the current system to the new system without interruption of business operations, loss of revenue, loss or duplication of data, and interruption of transaction flow during the cutover. The plan should describe the transition method (100% cutover, phased, parallel run, or others), and address all the stages of the implementation from the planning, through system setup, data import, and go-live stages.
4. Design and configure the software to deliver the full set of functionalities described in this RFP
5. Convert data from existing databases and assist the City in data cleanup
6. Create interfaces enabling the software solution to interact with other software
7. Change control during all phases of product implementation
8. Ninety (90) days post go-live support as part of the project activities and prior to the maintenance agreement start date
9. A Project Management Office that defines and maintains project standards including project management policies, processes, templates, methods
10. Knowledge transfer to City staff during implementation and post go live
11. Training of staff in using and administering the new system

12. Annual production support and maintenance that includes trouble-shooting, upgrades and enhancements
13. A Contingency/Fall-back plan that defines processes and procedures to cover the possibility of unexpected failure where the new system proves to be unusable after deployment. The fall-back goal is to restore the old system environment with minimum interference to the day-to-day business activities.
14. Disaster recovery process, policies, and procedures for recovering the system (infrastructure and application) in the event of a catastrophe.
15. Project documents, including but not limited to system administration, user and training manuals, etc

*Functional/Technical*

Meet the technical and functional requirements as identified in Appendix A.

## Submission Requirements

### *Proposal Requirements*

The content and sequence of the information contained in each copy of the proposal shall be as follows:

A. Letter of Transmittal

Include your firm's understanding of the work to be performed within the terms and conditions set forth in this RFP. In addition, state why your firm believes it to be the best qualified to perform the services requested. The length of time during which the proposal and the prices quoted shall be valid for consideration by the City is required to be 120 days from the proposal's due date. The RFP submittal letter must be signed by an officer of the Proposer or a designated agent empowered to bind the firm in the contract offer. (Keep response under one page.)

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Contact Summary Sheet

This section of the proposal must be a completed copy of the Contact Summary Sheet (Appendix B) included with this RFP. Provide the name, title, experience and qualifications of the personnel who will be assigned to the project, individuals who will be responsible for providing training and technical support, including the appropriate contact numbers.

D. Conceptual Plan and Implementation

Provide a conceptual plan for services and product type to the City that you believe is appropriate for the implementation of this program based on your understanding of the City's needs. Indicate features, skills or services which distinguishes your firm and make it the better choice for the City. Please note if your product service will be "off the shelf," fully customized, and/or a combination of both.

Submittal of a project schedule is required as part of the Conceptual Plan. Submit specific plans of how you will manage, control, and supervise the project in order to ensure satisfactory provision of services. Provide a description of the implementation plan considerations, including estimated time frames and deliverables for each stage of the project. Please also indicate any possible obstacles that may arise during system implementation and explain how your firm will overcome them. The description should also include anticipated deliverables and should describe how the new functionality could enhance the solution described in this proposal. Detail the amount of support to be provided including number and type of personnel, time commitment and training content and format, at each stage listed above. (Keep response under three pages.)

E. Product Vision

Describe your vision for the continuing expandability of your System. Statements made in this section of the RFP response shall not be construed to be a contractual commitment to

deliver future functionality to the City beyond that which is included in the other sections of this proposal. In addition, the Proposer shall disclose the evolution of its software functionality. Future versions and/or upgrades should be discussed in addition to the proposed version. Describe the methods by which clients are kept informed of new releases, new hardware component, known bugs and fixes, and any additional information the Proposer deems appropriate. Describe any implications of new releases to purchase price or maintenance contract. Describe how enhancements are prioritized and by whom. Explain the effect of any customization on future upgrades and maintenance. (Keep this narrative under one page.)

F. Technical Specifications

List all specifications for hardware, operating environment, database, mapping, and maintaining your software. This includes, but is not limited to, disk storage and memory requirements, maximum file size, number of records and lengths, etc.

G. Maintenance and Support

Provide a comprehensive description of support options, including the following:

1. *Hours of Support.* Describe options for hours of support and the cost of each option. Provide the response time, and associated guarantee, for each option.
2. *Maintenance Costs.* Explain maintenance cost options and what is and/or is not included with the product's final cost. If maintenance cost is a percentage of the purchase price, describe needed maintenance and provide an estimate (in time and cost) of maintenance to be performed.
3. *Support.* Provide information on the nearest support center to the City and if support will be on-site or remote. Provide a list and description of applicable training courses that will be made available to the City. The training must be comprehensive enough so that the City's staff and systems administration personnel can effectively use, operate, and maintain the system. Provide support details, including any requirements for modem communication, cost, and problem reporting and tracking methodology used.
4. *Ownership.* Provide ownership information on the source code in the event the City drops support of the software and/or Proposer goes out of business.
5. *User Groups.* Provide information on active user groups. Describe user conference frequency, location, and other details.
6. *Maintenance.* The Proposer shall provide system maintenance, software patch updates, and technical support services in the first 12 months following the completion and implementation of the project in normal business usage. The submitted proposal should indicate the number of hours as well as an estimated cost for this required support, and be included in the proposal's total cost.

H. References

List all of the municipal governments that your firm has worked for or with in a similar capacity to the work outlined within this RFP within the last five (5) years. List names of

organizations, and names, telephone numbers, and email addresses of persons who can be contacted with regard to the services you have provided.

I. System Functional Requirements

Complete the System Functional Requirements Matrix provided herein as Appendix A.

J. Cost

*Cost Quotations Summary.* The City wishes to know the final and complete cost of each proposal and to realize only those additional costs beyond the proposal that the City requests. All cost quotations must include but not be limited to license fees, modifications, training, travel and per diem, installation, service charges, upgrades, documentation, taxes, discounts, etc. Costs associated with on-going maintenance and support must be identified. All Cost tables should be sub-totaled and totaled. Costs should be broken down as follows:

1. One-Time Costs: Please provide a lump sum with an itemized list of costs.
  - Application software (broken down by application)
  - Implementation costs, including the cost of transferring applicable, existing data
  - Hardware (if necessary)
  - Operating and system software, if necessary
  - Training
  - Applicable taxes
  - Support costs, including the 12 months of required support following system implementation
  - All other one-time costs. Please define each cost.
2. Recurring Costs:
  - Concurrent software license/maintenance agreements, if applicable (per user and total)
  - General software license/maintenance agreements, if applicable (per user and total)
  - Necessary upgrades, if applicable
  - Other (list all other recurring costs)
3. Hourly Rates:
  - List all hourly rates for additional contract work requested by the City outside of the scope of work indicated in this RFP, as may be necessary or recommended

*Proposal Submission*

This Request for Proposals (RFP) is available to download by clicking the “RFP Opportunities” link on the City’s website: [*RFP website*]

Any addendum made to this Request for Proposals will be posted at the same website used for downloading the RFP.

Proposers are to submit seven (7) copies of the Proposal in accordance with the requirements set forth within this RFP. In addition, an electronic version of the proposal shall be provided on a

CD, DVD, or Flash Drive. The information included should be as concise as possible. Late Proposals cannot be accepted and will be returned unopened to the Proposer.

The Proposal must be placed in an envelope securely sealed therein and labeled: "**Proposal for Permit & Project Tracking System for the City of Fargo**"

Sealed proposals must be submitted to the City of Fargo auditor's office, 200 3<sup>rd</sup> Street North, Fargo, ND 58102 at or before 11:00 A.M., February 2, 2018 (Central Time). Proposals received later than the time and date specified will not be considered.

### *Communications*

Interested parties, including Proposers, are directed NOT to contact any employees or officials of the City other than those specifically designated in the RFP and its Attachments. Unauthorized contact may be cause for rejection of proposals at the City's sole and absolute discretion.

All questions related to this RFP must be submitted in writing and submitted by email to [*RFP email address*]. The question period shall expire as defined within the Project Schedule, found on page 5.

Responses to questions will be posted at [*RFP website*]. Questions received after the deadline for questions will not be answered.

For technical issues, Proposers can dial (701) 476-4058 for assistance. Office hours are 7:45 a.m. to 4:30 p.m. Monday through Friday, excluding holidays.



## Evaluation, Selection, & Contract Award

### *Selection Process*

Proposals will first be reviewed for completeness and minimum qualifications. Proposals meeting the required minimum qualifications will then be evaluated and scored by an evaluation committee. Written proposals that are scored the highest by the evaluation committee will be invited to give a product demonstration to the evaluation committee. Demonstrations will be scored by the evaluation committee and combined with the Proposer's score from the written proposal. The Proposer with the highest combined score will be selected to proceed with contract negotiations with the City of Fargo.

The City reserves the right to reject any/all Proposal(s) or accept what is, in its judgment, the Proposal which is in the City's best interest. The City further reserves the right, in the best interests of the City, to waive any technical defects or irregularities in any/all Proposal(s) submitted.

Discussion may be conducted with responsible Proposers who are determined to be reasonably capable of being selected for award for purpose of classification and to assure full understanding of, and responsiveness of the Proposal to the solicitation requirements.

In addition to price, any specific criteria listed herein may be considered in judging which Proposal is in the best interests of the City. Things such as recommended installation, perceived ability to deliver services, input from references, level of experience in providing solutions for similar type entities, ease of use of and functionality for end-users and complexity and ability to capture and report on information and data could all prove to be vital components in the selection process.

### *Minimum Qualifications*

City staff will review each proposal to determine if they are responsive. Proposals will be reviewed for completeness, format requirements, and if the Proposer meets the minimum qualifications. Only those proposals that are properly completed and meet the minimum format and content requirements will be considered in the evaluation process.

The Minimum Requirements as noted in Appendix A are used by the City to determine whether the Proposer has experience on projects comparable to the services that the City is requesting. **Any proposal that does not demonstrate that the Proposer meets all these minimum requirements by the proposal due date shall be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s).**

### *Written Proposals*

Proposals that meet minimum qualifications will be reviewed and scored by a selection committee. Proposals will be evaluated based on the following general criteria categories: System Functionality (refer to Appendix A), Proposal Cost, and Implementation & Support.

*Interviews/Demonstrations*

Written proposals that are scored the highest by the evaluation committee will be invited to give a product demonstration to the evaluation committee. Demonstrations will be scored by the evaluation committee and combined with the Proposer's score from the written proposal. Demonstrations will be evaluated according to the same evaluation rubric as the written proposals.

*Contract Award*

The City will select a Proposer with whom City staff shall commence contract negotiations. The selection of a proposal shall not imply acceptance of the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the City, in its sole discretion, may terminate negotiations with the highest ranked Proposer and begin contract negotiations with the next highest ranked Proposer.

## Appendix A: Functional Requirements

### Legend for Evaluation Criterion

In addition to price, the criteria set forth in the Proposal Requirements and any specific criteria listed below will be considered in judging which Proposal is in the best interests of the City. One letter should be entered in the right-hand column for each evaluation criterion from the following legend. Additional explanation should be provided as needed either on or attached to this sheet.

S = Standard, included in the base package with no extra programming.

N = Not available and cannot be implemented in the proposed version.

I = Included, provided by a third party/business partner.

O = Optional, extra programming or cost involved.

NOTE: An asterisk (\*) indicates a requirement.

### Evaluation Criteria:

LINE	DESCRIPTION	Response
<b>A</b>	<b>General</b>	
1	Users can select from different displays to personalize their own screens	
2	Have a real-time dashboard to display dynamic charts & graphs that the User wants to view.	
3	Automatic email notification to users when assigned activities have been updated or new tasks have been assigned to them. Automatic email notification to supervisors and staff when a task is overdue.	
4	The proposed system must provide user-defined security, differential rights distribution, role designation, and user options. Provide detailed audit trails for security mgt. changes. Ability to add time/date stamped user notes to audit trail.	
5	Provide detailed audit trails/reports for financial activity tied to permits. Selected system must have either an embedded full function Cash Receipts module or the ability to integrate with HTE SunGard Cash Receipts module.	
6	Provide a configurable, flexible workflow management system to automate business processes performed by each department and agency involved with the development and business license review process.	
7	Assign permit, project, code violation, and complaint types to specific departments.	
8	Flexible, open architecture allowing for customization of fields/reports/views without Proposer assistance and all-data access from system to external systems and custom fields.	

9	A development architecture ensuring that Proposer updates are deployed rapidly and effectively.	
10	Hyperlinks between related data sources such as current permit and related permits	
11	Provide a data dictionary to simplify integration of City's systems with the selected system.	
12	Ease of adding and updating complex fee structures. Extensive fee note and definition field(s) to allow for detailed description of fees. Tracking of historic fees. Fee Reports	
13	Built-in fee calculator across multiple types of permits/fees	
14	Fee override by authorized individuals and appropriate audit trail. Audit trail should allow for notes	
15	Ability to track plan review deposit balances/bonds/insurance information.	
16	Note/Description fields throughout. Current and future users should be able to easily discern the purpose of a permit, fee, reports, forms etc.	
17	Plan/Permit status field, e.g. awaiting applicant revised plans. Ability to report status by plan/permit and assigned staff with project start date and projected end date.	
18	Plan/Permit project staff defined alerts/triggers/reminders	
19	Flexible auto permit/plan numbering and formatting.	
20	Ability to validate the City address and APN in City's ESRI system when initializing permit application. If address cannot be verified, system should give option to allow address by exception for validation prior to issuance of permit.	
21	Ability to support multiple (unlimited) parcels and addresses for each project	
22	Ability to list by APN, address, contractor or developer all open or expired permits / permit applications during permit initializing process	
23	Ability to track multiple applications to a single master project and the ability to link records together creating parent-child relationships	
24	Ability to auto populate and identify hazard zone information (i.e. Flood, WUI, Seismic/Liquefaction Hazard zones, historical structures / Heritage Trees / covenants, etc.) based on address or APN.	
25	Ability to list any Warnings, Locks, Holds and Notices or Restrictions for parcel during permit initializing process.	
26	Ability to add additional permit types as needed for permits types that cannot be categorized with existing permit type database.	
27	Ability to duplicate part or all of the data from one permit record to another.	
28	Ability to attach associated documentation to a permit or parcel record (i.e. Picture files, PDF, Word, Excel, PowerPoint/Keynote, etc.).	

29		Ability to review permit information even if the permit is closed or expired without having to change status to “active”.	
30		Restrict the issuance of permits for certain parcels based on access authority (e.g. holds are placed on certain permits, parcel may require approval by Planning Manager or Building Official).	
31		Track contact information of contractors, applicants, property owners, etc.	
32		Ability to lookup contractor information on Contractors State License Board website to check validity of license.	
33		Automated response to applicant when all comments are ready for viewing	
34		Restrict resubmittal of plans until all comments are submitted to system and automated response is sent to applicant.	
35		Ability to view historical permit data such as floor area or valuation within a certain date range issued for a particular structure.	
36		Some developments will require periodic inspections after acceptance. Program should generate recurring inspection requests and generate task.	
37		Ability to route electronic plans and other electronic documents to users both internal and external required to review the plans.	
38		Ability to define project timelines and schedule project milestones in a single module/screen	
39		Ability to print cover sheet with permit card to show/list all locks, holds, warnings & restrictions	
40		Ability to auto-generate expiration notification letters at multiple custom intervals ahead of expiration and have them automatically e-mailed to various recipients and sent to printer for hard copy mail out	
41		Ability to expire permits if no action is taken prior to the expiration date of the application and send out letters to notify applicants of the expired status.	
<b>B</b>		<b>Entitlement Process Management</b>	
1	*	Ability to customize project workflow based on application type.	
2		Ability to track, identify, and search for projects by multiple attributes (such as address, subdivision, date, parcel number, etc.)	
3		Ability to validate the City address and/or parcel number within City’s ESRI system when initializing application. If address cannot be verified, system should give option to allow address by exception for validation prior to acceptance of application.	
4	*	Ability to support multiple (unlimited) Parcels & Addresses for each project.	
5		Ability to list any Warnings, Locks, Holds and Notices or Restrictions for parcel during permit initializing process.	
6	*	Ability to establish critical path for each workflow and establish deadlines with automated reminders & warnings.	
7		Ability to define project timelines and schedule project milestones in a single module/screen	

8		Ability to submit applications online (including all necessary attachments).
9		Ability to process application fees online.
10	*	Ability to customize application submittal requirements based on application type.
11		Ability to attach associated documentation to a permit or parcel record (i.e. Picture files, PDF, Word, Excel, PowerPoint/Keynote, etc.).
12	*	Ability to interface with City's ESRI GIS platform.
13		Ability to assign various levels of permission to identified users or user groups.
14		Ability to automatically generate draft public notification letters & legal notices.
15		Ability to generate mailing labels for property within a defined distance of application property(ies).
16		Ability to identify and auto-populate project with geographic information such as zoning districts, floodplains, historic districts, neighborhoods, school boundaries, etc.
17	*	Ability to route electronic plans and other electronic documents to users both internal and external required to review the plans.
18	*	Ability to receive and track application comments made by reviewing departments and agencies.
19		Ability to automate messages to applicants and system users at defined milestones within the workflow.
20		Ability for applicants and other users to track application status online.
21	*	Ability to archive and save application materials within the City's data management systems.
22		Ability to automatically generate draft meeting agendas.
23		Ability to automatically generate draft meeting and presentation materials (staff report templates, maps, etc.)
24		Ability to distribute meeting materials (such as meeting packets) to system users.
25		Ability to track the physical location of documents (such as subdivision plats) as they are transferred back and forth between departments.
26		Ability to link multiple applications into one project
27		Ability to summaries and display defined metrics and permit data within a customizable dashboard
28		Ability to restrict certain actions based on required order of actions and/or access authority (should be able to assign ability to override to certain users).
<b>C</b>		<b>Site Plan Review/Plan Routing</b>
1		Track plan review by selected fields (i.e. address, APN, Plan Review #, etc.) and access plan review comments from all departments and agencies.
2		Provide for logging dates sent, reviewed, due, rejected or approved for multiple reviewers, as well as a remarks area for each reviewer.

3	Ability to redline plans submitted electronically.
4	Ability for a plan reviewer in each Department to select a specific plan review comment from a list of standard comments.
5	Ability to define and add standard conditions as well as free form condition information.
6	Ability to merge conditions into letters and other documents
<b>D</b>	<b>Property Maintenance</b>
1	Allow multiple violations to be added to a single case with the ability to schedule different inspection dates consistent with compliance requirements.
2	Ability to track multiple violations with different statuses per case.
3	Track follow-up dates to ensure resolution.
4	View/add restrictions to the parcel when a case is created.
5	User rights determine which users are able to view case information/details
6	Able to attach images to the case.
7	Create a Case Details Report which itemizes all details pertaining to the case, including the photos attached.
8	Easily create MS Word letters and merge data from system into letter.
9	View all details of a case from a single screen, without selecting different tabs or windows.
10	Track all activities on the record, including when a phone call is made, a letter is printed, etc
11	Able to print and attach a letter for historical purposes in a single step.
12	Automatically assign a case to a default Officer if received from online.
13	Ability to lock a parcel automatically when certain code cases are created, to prevent permits from being issued.
14	Restrict access to the Complainant information to only Code Officers.
15	Allow code officers to enter results of their inspections, including items for correction, in the field either on-line or off-line
16	Ability to duplicate part or all of the data from one case record to another
17	Ability to create code violation cases related to permit inspections in the field.
18	Print images associated with the case into a letter.
19	Automatic inspection, reviews and fees based on type and sub-types
20	System must have the ability to configure and execute a variety of automated batch processes for various items throughout the system. For example, these processes might include but are not limited to automatic status updates, addition of an activity or task in workflow, or addition of a letter. (Renewals

		for licenses) These functions should be able to use various forms of calculations using any date field.	
<b>E</b>		<b>Field application</b>	
1		Access to the permit data and related property information through a map service in the field.	
2		Access to aerial photo information in the field. Tie into ESRI	
3		Be able to access all property information while mobile.	
4		Ability for field inspectors to print documents stored in the system in the field.	
5		Ability to configure security to assure that only authorized persons are allowed to sign off on an inspection.	
6		Supports remote data entry	
7		Provide the appropriate capabilities to allow users to operate in the field with either handheld devices (tablet devices) or with laptop computers	
<b>F</b>		<b>Reporting</b>	
1		Ability for end-Users to customize, save and distribute reports in addition to system reports.	
2		Users are able to create queries on the fly and save those queries for future use, and distribute to other users. Query tool should be query-by-example or other simple to use tool. Easy output of query data to text, Adobe, MS Word, MS Excel or PDF a must	
3		Ability for Users to select Favorite reports and group them into folders for future use.	
4		View a preview of report prior to printing.	
5		Export reports into Adobe PDF, MS Excel, or MS Word format.	
6		Users can create mail merge in MS Word	
7		Users should be able to generate reports from ALL data fields, including audit trails.	
<b>G</b>		<b>General Public Access</b>	
1		Ability to provide interactive permit application to the public.	
2		Receive notification of status change via e-mail.	
3		View a chronological list of items to be completed prior to project completion	
4		Ability to view inspection results	
5		Access and print approved permits	
6		Ability for applicant to re-print a business license or renewal notice	



7	Ability to submit applications online and check application status	
8	Ability to accept payments online through PayPal.	
9	Information is posted real-time to the database.	
10	View a map of the selected parcel using GIS Map service showing current and historical data	
11	Able to file a complaint online.	
12	Apply for simple permit types online.	
13	Pay for outstanding fees online.	
14	Match the web pages to our web page format, not only a header bar with the agency's logo	
15	Have security levels that determine information available to certain citizens (i.e. Generic vs. Contractor vs. different Applicant login).	
16	Upload plans and any attachment type online	
17	Custom screens are viewable online	
18	Able to require certain fields and collect custom information during online entry	
19	Ability to schedule inspections online.	
20	View the status of a permit, project, license, or case online.	
21	Allow outside inspectors and plan reviewers to input results & comments online, with a unique login.	
22	Application System Administrators are able to change the configuration and preferences of the online system.	
23	Ability to view attachments online	
24	View the plan review notes and comments online	
25	Submit a request for service online, be notified of the service request receipt and case initiation, and subsequently find and track the case online.	
<b>H</b>	<b>Building Inspections</b>	
1	Ability to provide a configurable, flexible workflow engine, capable of defining and automating the business processes performed.	
2	Ability to create and send an email notification to interested party at various phases of any process Ability to have integrated notification Ability to (meaning notify inspection results via email, text or pop-ups)email, notifies, texts, or pop-ups	
3	Ability to accept electronic plans or scan plans as they are submitted. Plans then need to be tied to a plat or permit application	

4	Ability to create customized numbering system for any activity, application, permit, case, license, etc. initiated in the system.	
5	Ability to configure calendaring functions to plan, schedule, and track work activities	
6	Ability to configure user defined timelines	
7	Ability to maintain user-defined configuration and data definitions effective after software release upgrades	
8	Ability to maintain system lookup tables and parameters	
9	The system must allow for user definition and maintenance of system look-up tables without requiring programmer intervention	
10	System should have a dashboard style page configurable by each user for viewing assigned or monitored work activities. Should include: cost summaries, to do lists, charts graphs, maps, reports, etc. Should be configurable on any number of parameters defined by each user.	
11	System allows simultaneous access to data by concurrent users	
12	Ability to prevent a primary record from being deleted if secondary records exist	
	Ability to link multiple permits, cases, plans, and licenses to a single master project	
13	Ability to customize the software and develop additional modules post-implementation without reliance on the Proposer	
14	The system provides the ability for the user to bookmark their favorite pages and have them automatically load at system startup	
15	The system allows split screen views on dual monitors.	
16	System should allow configuration for holiday, weekend, or other user defined non-working days. These dates should be taken into account when computing any scheduled dates. Inspections, meetings, and other system generated activities should not be able to be scheduled on these dates. System should be capable of handling both static (i.e. New Year's Day always falls on January 1) as well as holidays like Labor Day that fall on a specific day of a given month.	
17	Be able to set one contact as the main/primary contact associated with any application, permit, case, license, etc.	
18	Ability to create a hierarchy of activities similar to a pyramid or organizational chart to follow the development process. Be able to link activities.	
19	Ability to attach comments to an activity type that are inherited by associated activities.	
20	Have multiple events that could trigger processes. Examples could be initializing an activity, collecting a fee, approvals or scheduling inspections	
21	Custom fields can be reported on, queried, and operated on through business rules and other system automation	
22	Custom fields can be configured to appear on the screen only when the situation warrants (e.g. "Number of Stories" is only required for new construction permits.)	

23		The system allows the City to determine which fields are required.	
24		The system has the ability to provide customizable screens.	
25		System enables easy access to historic data	
26		System must have the ability to edit permits after they are issued or approved and the ability to delete or void a permit.	
27		System should allow for either multiple log-ins or have concurrent access to all sections.	
28		Application, permit, case, license, etc. # should be visible to the user at all times.	
29		System should have a back button or undo button.	
<b>I</b>		<b>System and Software Requirements</b>	
1	*	Uses ESRI ArcGIS 10.5.1 (or current)	
2	*	Ability to utilizes a web-based interface option	
3		Feature asset data model is fully user-definable and customizable without Proposer support	
4		Inter-operability with Microsoft product suite (Word, Access, Excel, etc.)	
5		Interface directly with email capabilities (Outlook). For example, information from a work request should be easily replicated into an email to send outside of the software	
6		Has open access to data models for user defined attributes seamlessly accessible within work management and GIS	
7		The system shall work with standard SQL based report writers where the user can modify existing reports or create new reports based on specific user requirements	
<b>J</b>		<b>Integration and Customization</b>	
1	*	Open System Architecture – Must follow accepted practices for open architecture with well defined, non-proprietary database and interface	
2	*	Provide Data Dictionary-Non-proprietary feature data model format, including data names, fields, tables, relationships, and other data design elements. Asset model fully user definable and customizable without Proposer support	
3		The data structure should allow integration with other systems with open databases, points of integration include, but are not limited to ,Document Management-Laserfiche and IBM AS400 System	
4		Ability to provide access to record construction drawings through established hyperlink through the GIS asset information	
<b>K</b>		<b>Security</b>	
1		Ability to require tiered or supervisor approval to update completed tasks (back-dating)	

2	The system has the ability to allow the System Administrator to add and change permissions for system access.	
3	Ability to monitor when users are using the system and when licenses are in use	
4	Ability to override system-generated scheduling (with appropriate access and security)	

DRAFT

### Appendix B: Contact Summary Sheet

Firm Name: \_\_\_\_\_

Firm Parent or Ownership: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_

Person responsible for direct contact with the City of Fargo and services required for this Request for Proposal (RFP):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Person responsible for day-to-day servicing of the account:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Types of services provided by the firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Appendix C: Examples of Existing Permit Forms

DRAFT

**CITY OF FARGO**  
**FARGO, NORTH DAKOTA**  
**SIGN PERMIT**

Date 11/28/2017  
 Permit No. SG20170821  
 Investigative Fee \$0.00  
 Permit Fee \$35.40  
 Total Fee \$35.40  
 Vendor: 1059

Contractor CUSTOM GRAPHICS  
 Owner CORNER REAL ESTATE INVESTMENTS LLC  
 Permit Address 4150 19 AVE S NORTHERN LIGHTS DENTAL

Legal Description Addition 3804  
LOT LT 1 LESS S 50 FT FOR HWY R/W; & LT 2 LESS S 50 FT FOR HWY R/W; & LT 3 LESS S 50 FT FOR HWY R/W & LESS ELY 18 FT; & LT 8 LESS ELY 18 FT BLK 6 ADDN# 3804 (West Acres 4th) ADDITIONAL INFO: \*03/27/92 LEGAL DESC CORR \*06/25/98 SPL/FR 3804-06500 \*11/21/16 COMB/FR 01-3804-00630-000 & 00640-000 & 00653-000 & 00701-000 SPL#2017-012

WORK DESCRIPTION  
permnant sign

Sign Type	Material		Overall		Flat	Projection	Free Standing	Single Face	Double Face	Sign Size	Material
	Width	Height	Height	Height							
Permanent	30	4			y	8"	n	y	n	118	

INSPECTOR \_\_\_\_\_  
 PURCHASER \_\_\_\_\_

**CITY OF FARGO**  
 FARGO, NORTH DAKOTA  
**MECHANICAL PERMIT**

Date 11/28/2017  
 Permit No. HT20172393

I, the undersigned, licensed Heating Contractor of the City of Fargo, hereby make application to do heating upon the following described property, and I hereby declare and affirm that I have been duly authorized by the owner to perform such work.

Permit Address 5101 19 AVE N

Unit/Space \_\_\_\_\_  
 Establishment MID AMERICA STEEL  
 Township \_\_\_\_\_  
 Owner Name BRAND, ELWOOD J ET AL  
 Mail Address 5617 19 AVE N  
FARGO, ND 58102

Legal Description Addition 8636  
LOT 1 BLK 1 ADDN# 8636 (Mid America Steel) ADDITIONAL INFO: \*\*4-22-08 SPL FRM 60-0000-02185-030  
\*12/15/16 ANNEXED/FR 60-0000-02185-040 SPL# 2017-027 DOC# 1498070 \*01/19/17 PLAT/FR 01-3525-00100-000  
SPL#2017-029 DOC#1498167

Contractor HOME HTG Vendor 1939  
 Work Class IHA Permit Fee \$66.00  
 Const. Type VB Total Fee \$66.00  
 Occupancy U

Qty.	Appliance	BTU	Description	Fee
2	Temporary Heat	1.00	400.000 btu unit heaters	\$66.00

**Work Description**

\_\_\_\_\_  
 \_\_\_\_\_

**AGREEMENT**

In Consideration of the issue and delivery to me by the Building Official of the City of Fargo, of this Heating Permit I hereby agree to do the proposed work in accordance with the description above set forth and according to the provisions of the Fargo Mechanical Code and Heating Ordinance.

\_\_\_\_\_  
 Signature of Contractor

\_\_\_\_\_  
 Signature of Inspector

**Parcels Affected By This Mechanical Permit**

Parcel Number	Seg	Address
01-8636-00100-000	1	5101 19 AVE N



**CITY OF FARGO**  
 FARGO, NORTH DAKOTA  
**SEWER PERMIT**

Date 11/28/2017

Permit No. **SW20170651**

Investigative Fee: \$0.00

Permit Fee: \$75.00

Total Fee: \$75.00

Vendor: 12389

Contractor Greenscape Companies, Inc

Owner GREENSCAPE PROPERTIES FARGO LLC

Permit Address **6219 53 AVE S** **Greenscapes Companies In**

Addition 8419

Legal Description LOT 4 BLK 1 ADDN# 8419 (Richard 3rd Subd) ADDITIONAL INFO: ANNEXED PT OF SEC 5 TWP 138N RGE 49W (11/25/2008, B-X1, P-28) \*1/19/09 #09-036 SPL/FR 64-1797-00040-000

**WORK DESCRIPTION**

Material \_\_\_\_\_ Size \_\_\_\_\_

**Description of work to be Performed.                      Units      Base Fee      Total Fee**

Additional sanitary or storm sewer line into building or to a manhole or	3	\$25.00	\$75.00
--------------------------------------------------------------------------	---	---------	---------

Permission is hereby granted to the above licensed plumber to construct or repair sanitary sewer as described in the above statement.

All work to comply in all things with ordinances and regulations to the City of Fargo governing this class of work. This permit is granted subject to revocation by the City without notice of liability and at its pleasure. The City of Fargo reserves the right to hereafter impose on the property described additional special assessments for sewers, water mains or any other special assessments.

PLUMBING INSPECTOR \_\_\_\_\_

**Parcels Affected By This Sewer Permit**

Parcel Number	Seg	Address
01-8419-00040-000	1	6219 53 AVE S

**HISTORY REPRINT**

**CITY OF FARGO**  
 FARGO, NORTH DAKOTA  
**PLUMBING PERMIT**

Date 11/28/2017  
 Permit No. PL20171515

I, the undersigned, licensed Plumber of the City of Fargo, Hereby make application for a permit to do plumbing and install fixtures, upon the following described property, and I hereby declare and affirm that I have been duly authorized by the owner to perform such work.

Contractor Superior Plumbing Vendor: 11374  
 Investigative Fee \$0.00 Permit Fee \$95.00 Total Fee \$95.00

Permit Address 4727 41 ST S

Addition 8517

Legal Description  
LOT 9 BLK 2 ADDN# 8517 (Cottagewood 1st) ADDITIONAL INFO: \*11/5/13 #14-005 PT OF S 1/2 OF SEC 24 TWP 139 N RNG 49 w (10/14/13, B: Z-1, P27, DOC#1402068)

Type of Building VB Occupancy R-3 Work Classification IPI  
 \*\*\* FIXTURES \*\*\*

Level	WTR		BATH		LNDY SLOP		FLR	WTR		GARB	AUTO	DRNK	LAWN	OTHR
	CLST	URNL	TUBS	BASN	SINK	TUB		SINK	DRAIN					
b	0	0	0	1	0	0	0	0	1	0	0	0	0	0
1	2	0	2	3	1	1	0	1	0	0	0	1	0	0

**WORK DESCRIPTION**

WV

In Consideration of the issue by the Plumbing Inspector of the City of Fargo, of this Plumbing Permit I hereby agree to do the proposed work in accordance with the description above set forth and according to the provisions of the ordinance entitled, "An Ordinance to Regulate the Construction, Extension, Alteration, and Repairing of Plumbing, and Repairing of Plumbing, and Providing for the Sanitary Installation of Such Plumbing Within the City of Fargo, North Dakota," and all other pertaining ordinances and regulations.

PERMISSION IS HEREBY GRANTED \_\_\_\_\_

PLUMBING INSPECTOR \_\_\_\_\_

**Parcels Affected By This Plumbing Permit**

Parcel Number	Seg	Address
01-8517-00540-000	1	4727 41 ST S

CITY OF FARGO
FARGO, NORTH DAKOTA
BUILDING PERMIT

DATE 11/28/2017
PERMIT NO. BL20172419

SPECIAL FLOOD HAZARD [ ] FLOOD PROTECTION ELEVATION

SPECIAL FLOOD HAZARD PERMITS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE FLOOD PROOFING CODE OF THE CITY OF FARGO.

PERMIT ADDRESS 201 UNIVERSITY DR S BETHANY TOWER II

ADDITION 6080

LEGAL DESCRIPTION

LOT 1 BLK 1 ADDN# 6080 (Bethany Homes) ADDITIONAL INFO: REPLAT OF PT OF EDDY & FULLERS OUTLOTS (05/09/2000 B-R1, P-92)

TOWNSHIP

OWNER AMERICAN LUTHERAN HOMES INC PHONE VENDOR LICENSE#
CONTRACTOR MINKO CONSTR 280-1405 2555 3467A
ADDITIONAL CONTRACTORS NORTHERN PLAINS MECHANICAL 293-5200 2212
DAKOTA ELECTRIC CONSTR 235-7581 1310
NOVA FIRE PROTECTION 282-0268 2243

ARCHITECT OR DESIGNER YHR Partners
WORK CLASS IRC CONTACT Jeff Devillers

DESCRIPTION OF WORK

Work will include adding a laundry room sink and door way in the laundry area on 1st floor. New 60 min. doors will be installed on floors 1,2 and 3 on the 1 hour smoke Barriers. There will be a exterior door in hall 1412 that will be removed or walls constructed over the inside and outside of the opening. (Not a required exit door). There will be ventilation upgrades on the first level. Remove A/C wall units and install PTAC units on the 2nd and 3rd floors. Upgrade sprinklers to accomidate the work being performed. All work to comply with all applicable requirements of the City of Fargo including the 2015 Fargo Building Code.

VALUATION \$340,000.00 PLAN FEE \$0.00 PERMIT FEE \$1,788.50 TOTAL FEE \$1,788.50
INVESTIGATION FEE \$0.00

BLDG. SQ. FT. HEIGHT NUMBER OF STORIES OCCUP. GROUP I-2
WIDTH DEPTH NUMBER OF UNITS OCCUP. LOAD
TYPE CONSTRUCTION JIA

TREATED PLATES FOUNDATION
SMOKE DETECTORS ROOF
WINDOW AREA HEATING
EXITS REQUIRED BASEMENT
FIRE SPRINKLERS NFPA 13 FIREPLACES

ZONE P/L LOT SIZE 160583.00
FRONT YARD SIDE YARD REAR YARD STREET MAX. LOT COVER
Lot Width Front 301.17 Lot Depth1 638.4
Lot Width Back 301.17 Lot Depth2 638.4 NOTICE

SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, AIR CONDITIONING, PARKING LOTS AND SIGNS.

PLEASE BE SURE TO READ THE DISCLAIMER ON THE REVERSE SIDE OF THIS PERMIT.

Signature of Contractor or Authorized Agent Date
Signature of Owner(if owner builder) Date
Signature of Issuer Date

Parcels Affected By This Building Permit

Parcel Number Seg Address
01-6080-00100-000 1 201 UNIVERSITY DR S

HISTORY REPRINT

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REPORT OF ACTION

**UTILITY COMMITTEE**

Project No. SW17-02

Type: Final Balancing Change Order  
Cell #14, 16, & 17 Phase II  
and Partial Closure Project

Location: Solid Waste Division – Landfill

Date of Hearing: 12/14/17

<u>Routing</u>	<u>Date</u>
City Commission	12/18/17
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached *Final Balancing Change Order* from Excavating Inc. regarding the Cell #14, 16, & 17 Phase II and Partial Closure Project.

On April 24, 2017, the City Commission awarded a contract for the Cell #14, 16, & 17 Phase II & Partial Closure Project at the City of Fargo Landfill to Excavating Inc.

During the project, a number of construction issues arose that were outside of the original project design specifications. These additional items were negotiated and completed by Excavating Inc. Total cost of the additional items throughout the project was **\$41,905** and included; correcting a settlement issue of a previously closed area as requested by the North Dakota Department of Health (NDDH), removal of unknown items during excavation, seeding of topsoil stockpile areas as requested by NDDH, and others. Given the above-described information, staff recommended approval of the extension request.

With the completion of the additional items the contract base price increased to **\$1,242,075.57 or 3.5%**. After **As-Built Quantities** were calculated, the final project cost was **\$1,219,416.71**, or a project cost increase of **1.6%** (\$19,246.14) over the original contract base bid.

**MOTION:**

On a motion by Mark Bittner, seconded by Kent Costin, the Utility Committee voted to approve the *Final Balancing Change Order* with Excavating Inc. on Project SW17-02, Cell #14, 16, 17 Phase II and Partial Closure Project at the City of Fargo Landfill.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Anthony Gehrig, City Commissioner	X	X		X
Mark Bittner, Director of Engineering	X	X		
Brenda Derrig, City Engineering				
Kent Costin, Director of Finance	X	X		
Brian Ward, Water Plant Supt.	X	X		
Don Tucker, Wastewater Plant Supt.				
Bruce Grubb, Enterprise Director	X	X		
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		

ATTEST:

  
\_\_\_\_\_  
Terry Ludlum  
Solid Waste Utility Director

C: Tim Mahoney, Mayor  
Commissioner Grindberg  
Commissioner Piepkorn  
Commissioner Strand



## Division of Solid Waste

2301 8<sup>th</sup> Avenue North  
 Fargo, North Dakota 58102  
 Phone: 701-241-1449  
 Fax: 701-241-8109

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# MEMORANDUM

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**TO:** Utility Committee

**FROM:** Terry Ludlum, Solid Waste Utility Director TL

**RE:** Project SW 17-02 Landfill Cell 14, 16, & 17 Phase II & Partial Closure Project  
 Final Balancing Change Order

**DATE:** December 7, 2017

On April 24, 2017, the City Commission awarded a contract for Landfill Cell 14, 16, & 17 Phase II & Partial Closure, Project SW 17-02, to Excavating Inc. in the amount of **\$1,200,170.57** (based on design quantities). A Notice to Proceed was provided on May 8, 2017, with a substantial completion date of July 31, 2017, and a final completion date of August 31, 2017. On July 31, 2017, Excavating Inc. was approved for a 60-day *Request for Time Extension*.

During the project, a number of construction issues arose that were outside of the original project design specifications. These additional items were negotiated and completed by Excavating Inc. Total cost of the additional items throughout the project was **\$41,905** and included; correcting a settlement issue of a previously closed area as requested by the North Dakota Department of Health (NDDH), removal of unknown items during excavation, seeding of topsoil stockpile areas as requested by NDDH, and others as shown below:

Correcting Settlement Issues on North Slope	\$22,725
Seeding Topsoil Stockpiles	\$ 7,400
Repair of Existing Erosion Swale	\$ 750
Reset and Raise Existing Manhole Cover	\$ 400
Removal of unknown Concrete Slab During Excavation	\$ 2,580
Removal of 85-feet of 18-inch Concrete Pipe	\$ 1,275
Removal of 90-feet of 12-inch Corrugated Metal Pipe	\$ 1,350
Removal of 78-feet of 18-inch Corrugated Metal Pipe	\$ 1,170
Removal of Silt Fence on south Side of Closure	\$ 1,040
Relocating Culvert to Lower Elevation of Retention Pond	\$ 3,015
Adding Gate Valve on Culvert	<u>\$ 200</u>

**TOTAL      \$41,905**

Please note that Excavating Inc. agreed to do the additional work for the same unit price as provided within their original project bid. With the completion of the additional items the contract base price increased to **\$1,242,075.57 or 3.5%**. After ***As-Built Quantities*** were calculated (see attached), the final project cost was **\$1,219,416.71**, or a project cost increase of **1.6%** (\$19,246.14) over the original contract base bid.

Given the above-described information, staff would recommend approval of the final balancing change order with Excavating Inc. for \$41,905 for additional work performed on Project SW17-02, Landfill Cell 14, 16, & 17 Phase II & Partial Closure Project.

Your consideration in this matter is greatly appreciated.

**SUGGESTED MOTION:**

Approve the final balancing change order with Excavating Inc. for \$41,905 for additional work performed on Project SW17-02, Landfill Cell 14, 16, & 17 Phase II & Partial Closure Project.

Attachment

cc: Steve Sprague, City Auditor  
Randy Hanson, Wenck Associates  
Paul Hanson, Landfill Supervisor

Date of Issuance: November 15, 2017	Effective Date:
Owner: City of Fargo Solid Waste	Owner's Contract No.: SW17-02
Contractor: Excavating, Inc.	Contractor's Project No.:
Engineer: Wenck Associates, Inc.	Engineer's Project No.: B0208-0144
Project: Cells 14, 16 and 17 Phase II and Partial Closure	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Additional items were added throughout the project which included removal of unknown items during excavation, correcting a settlement issue of the closed north slope of the landfill to remove potential for ponding water which was required by the state, seeding of topsoil stockpiles required by the state, and others. These additional items can be seen below:

Correcting Settlement Issues on North Slope Required by the State	\$22,725
Seeding Topsoil Stockpiles in East and West Landfills Required by the State	\$ 7,400
Fix Existing Swale Where Newly Constructed Closure Swale Meets	\$ 750
Reset and Raise Existing Manhole Cover at Forcemain Tie-in	\$ 400
Removal of Unknown Concrete Slab During Excavation	\$ 2,580
Removal of 85-feet of 18-inch Reinforced Concrete Pipe During Excavation	\$ 1,275
Removal of 90-feet of 12-inch Corrugated Metal Pipe During Excavation	\$ 1,350
Removal of 78-feet of 18-inch Corrugated Metal Pipe During Excavation	\$ 1,170
Removal of Silt Fence on South Side of Closure Following Clay Placement	\$ 1,040
Relocating Previously Installed Culvert to Lower Elevation of Pond	\$ 3,015
Adding Gate Valve on Installed Culvert	\$ 200
	<u>\$41,905</u>

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>1,200,170.57</u>	Original Contract Times: Substantial Completion: <u>July 30, 2017</u> Ready for Final Payment: <u>July 30, 2017</u> days or dates
[Increase] [Decrease] from previously approved Change Orders:  \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders: Substantial Completion: <u>60</u> Ready for Final Payment: <u>60</u> days
Contract Price prior to this Change Order:  \$ <u>1,200,170.57</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 29, 2017</u> Ready for Final Payment: <u>September 29, 2017</u> days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>41,905.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>1,242,075.57</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 29, 2017</u> Ready for Final Payment: <u>September 29, 2017</u> days or dates

<b>RECOMMENDED:</b>		<b>ACCEPTED:</b>	<b>ACCEPTED:</b>
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Principal</u>	Title _____	Title <u>Estimator/PM</u>	Title _____
Date: <u>11/28/2017</u>	Date _____	Date <u>11/28/17</u>	Date _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



CITY OF FARGO  
DIVISION OF SOLID WASTE

Cell 14, 16, 17 Phase 2 Construction & Partial Closure Project  
PROJECT SW 17-02

As-Built Quantities

14-Nov-17

	Bid Item	Quantity	Bid Quantity		As-Built Quantity	
			Unit Price	Extended Price	Quantity	Extended Price
1	Mobilization	1 LS	\$14,000.00	\$14,000.00	1	\$14,000.00
2	Field Engineering	1 LS	\$8,600.00	\$8,600.00	1	\$8,600.00
3	Removal and Relocation of Soil Stockpiles	29,800 CY	\$1.60	\$47,680.00	50,671	\$81,073.60
4	Excavation of Soils	186,500 CY	\$2.14	\$399,110.00	167,258	\$357,932.12
5	Stockpiling Clay in East Landfill	82,600 CY	\$1.45	\$119,770.00	69,456	\$100,711.20
6	Exposing of Existing Liner Tie-In	7,500 CY	\$3.10	\$23,250.00	5,270	\$16,337.00
7	Removal and Salvage of Existing Haul Road	575 CY	\$7.90	\$4,542.50	832	\$6,572.80
8	3' Clay Cover in Closure Area	54,000 CY	\$1.18	\$63,720.00	55,997	\$66,076.46
9	Topsoil Placement	54,000 SY	\$0.60	\$32,400.00	55,997	\$33,598.20
10	Controlled Fill	500 CY	\$4.10	\$2,050.00	2,888	\$11,840.80
11	Clay Subliner	29,300 SY	\$0.78	\$22,854.00	28,905	\$22,545.90
12	60 Mil HDPE Liner	29,300 SY	\$4.74	\$138,882.00	28,905	\$137,009.70
13	6" HDPE SDR 11 Perforated Pipe	440 LF	\$63.29	\$27,847.60	434	\$27,467.86
14	6" HDPE SDR 11 Solid Pipe	275 LF	\$40.91	\$11,250.25	275	\$11,250.25
15	18" HDPE SDR 11 Solid Pipe	150 LF	\$106.84	\$16,026.00	146	\$15,598.64
16	12" Granular Drainage Layer	29,300 SY	\$5.21	\$152,653.00	28,905	\$150,595.05
17	Riser Vault	1 EA	\$19,995.72	\$19,995.72	1	\$19,995.72
18	Leachate Pumping System	1 EA	\$48,348.00	\$48,348.00	1	\$48,348.00
19	2" HDPE Forcemain SDR 11	125 LF	\$40.51	\$5,063.75	119	\$4,820.69
20	Connect to Existing Valve Vault	1 EA	\$2,000.00	\$2,000.00	1	\$2,000.00
21	Well Skirts at Existing 6" Gas Wells	9 EA	\$875.00	\$7,875.00	9	\$7,875.00
22	Silt Fence	3,125 LF	\$1.84	\$5,750.00	2,855	\$5,253.20
23	Drainage Swale	2,120 LF	\$3.00	\$6,360.00	2,226	\$6,678.00
24	Erosion Control Blanket	7,400 SY	\$1.21	\$8,954.00	7,584	\$9,176.64
25	Installation of Owner Supplied Culvert	66 LF	\$30.00	\$1,980.00	67	\$2,010.00
26	Rip Rap	20 SY	\$68.00	\$1,360.00	24	\$1,632.00
27	Turf Restoration	13 Ac	\$603.75	\$7,848.75	14	\$8,512.88
<b>TOTAL</b>				<b>\$1,200,170.57</b>		<b>\$1,177,511.71</b>

Additional Items	Quantity	Unit	Extended Price
Correcting Settlement Issues on North Slope	1	LS	\$22,725
Seeding Topsoil Stockpiles	1	LS	\$7,400
Fixing Existing Swale where Closure Swales Tie-in	1	LS	\$750
Reset and Raise Existing Manhole Cover	1	LS	\$400
Removal of concrete on top of 18" RCP	258	SF	\$2,580
Removal of 18" RCP from pond during Cell excavation	85	LF	\$1,275
Removal of 12" CMP from SW side of cell during excavation	90	LF	\$1,350
Removal of 18" CMP from NW side of cell during excavation	78	LF	\$1,170
Removal of Silt Fence on South side of closure	1,040	LF	\$1,040
Relocate Culvert Previously Placed	67	LF	\$3,015
Add gate valve on installed culvert	1	LS	\$200
<b>Total Extra's to Date</b>			<b>\$41,905.00</b>
<b>Total Project Cost to Date</b>			<b>\$1,219,416.71</b>

REPORT OF ACTION

UTILITY COMMITTEE

(35)

Project No: WW1402-10

Type: Change Order #1

Location: Broadway SSO Reduction Project

Date of Hearing: 12/14/2017

<u>Routing</u>	<u>Date</u>
City Commission	12/18/2017
Project File	

Jim Hausauer, Wastewater Utility Director, presented the attached memo and Change Order #1 for Project WW1402-10. This project is part of the Hazard Mitigation Grant Program (HMGP) Broadway Sanitary Sewer Overflow (SSO) Project, which is designed to reduce hazards associated with sewer overflows & backups during rain events and flooding. The HMGP Funding Formula consist of 75% Federal, 10% State, 15% Local funds. Segment 10 is a force main segment to being installed on the south side of the Wastewater Treatment Plant to connect to the Effluent Force Main to convey wet weather flows to the lagoons.

Segment 10 will have two vaults that contain air relief valves (ARV's) and one 60" manhole. Change Order #1 is for water proofing the concrete structures to eliminate/reduce ground water intrusion, which deteriorates infrastructure and increases maintenance. A Work Change Directive was approved by the Utility Committee, which authorized Master Construction to incorporate water proofing of these vaults at the facility where the vaults are made for safety and accessibility. This change is for \$60,096 and as per the FEMA Funding Formula; the City is responsible for 15% or \$9,014.40.

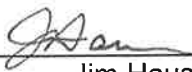
This change order also includes a contract time extension due to a delay in delivery of 30" plug valves. These valves are to be shipped on December 18, 2017 resulting in a final completion date of July 31, 2018, resulting in a 41 day extension to the contract.

**MOTION:**

On a motion by Terry Ludlum, seconded by Ben Dow, the Utility Committee voted to approve Change Order #1 for Project WW1402-10 from Master Construction for a time extension and an increase of \$60,096.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner	<u>X</u>			
Mark Bittner, Director of Engineering	<u>X</u>			
Kent Costin, Director of Finance	<u>X</u>			
Brian Ward, Water Plant Supt.	<u>X</u>			
Don Tucker, Wastewater Plant Supt.				
Bruce Grubb, City Administrator	<u>X</u>			
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Director	<u>X</u>			
Jim Hausauer, Wastewater Utility Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			

**ATTEST:**

  
 \_\_\_\_\_  
 Jim Hausauer  
 Wastewater Utility Director

- C: Mayor Mahoney
- Commissioner Strand
- Commissioner Piepkorn
- Commissioner Grindberg

**MEMORANDUM**

December 14, 2017

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**To: Utility Committee**  
**From: Jim Hausauer, Wastewater Utility Director** *JH*  
**Re: Project WW1402-10 – Change Order #1**  
**Broadway Interceptor SSO Reduction Project**

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**Background**

If you recall, the City of Fargo was approved for FEMA Hazard Mitigation Grant Program (HMGP) funding for project DR-1981-ND-9R (Broadway Interceptor SSO Reduction Project). The HMGP funding that was available consisted of 85% project grant funds for the City, with a funding formula of 75% Federal, 10% State, and 15% Local.

The Broadway SSO Reduction Project will reduce hazards associated with sanitary sewer overflows and sanitary sewer backups within the Broadway Interceptor Service Area caused by wet weather conditions and river flooding. To accomplish this reduction in hazards, the project will include three main components:

1. **Structure Improvements:** This will include modifications to sanitary Lift Station (LS) #1, LS #2, and the West Side Interceptor Overflow Improvements.
2. **Broadway Relief Force Main:** This will include the construction of 22,000' of relief force main from LS #1 & LS #2 and will convey wet weather flows to the WWTP or wastewater stabilization ponds (WWSP).
3. **WWTP Effluent Force Main Rehabilitation:** This will include the rehab of 2,000 ft of the existing 30" ductile iron Effluent Force Main from the WWTP to the stabilization ponds.

The Broadway HMGP Project has been divided into multiple segments (12) with some installed in conjunction with previously scheduled projects (water main replacement & street rehab) and some led by the Wastewater Utility.

**Segment 10**

The original design that was submitted in the HMGP Application, included modifications to the Effluent Pump Station (EPS) and the installation of a gravity sewer from the end of the Broadway Force Main to the modified EPS. During design, concerns about slope stability along the river, caused city staff to investigate potential alternatives. The City currently has an ordinance related to river setback requirements associated with Limited Development Zones (LDZ) and Minimal Development Zones (MDZ), with the EPS and the gravity sewer being within each of these zones. The preferred alternative, which is identified as Segment 10, was to proceed with an extension of the Broadway force main along the south side of the WWTP and connect to the existing Effluent Force Main. From this point, wet weather flows will be conveyed thru the Effluent Force Main to the WWSP. Bids for Segment 10 were opened on June 14 with the low responsible bidder being Master Construction on the amount of \$756,785.

**Change Order #1**

Item #1: Attached you will find Change Order #1 from Master Construction for \$60,096. This Change Order is for spray liner waterproofing of two air relief vaults (ARV's) and a 60" cleanout manhole. Due to seepage of ground water into existing vaults, staff have been exploring options for waterproofing. Zebron is a waterproofing spray lining which is applied to the exterior of the precast structures to reduce/eliminate ground water intrusion. Waterproofing was included in the original bid through addendum, but was removed as we continued to research products to make sure we had the best application. After further conversation, we felt it was a good opportunity to use Zebron (which has a 15-year warranty) to the exterior of the vaults. The structures, per manufacturer recommendations, were coated at the facility for safety and accessibility. (See attached work change directive approved electronically by the Utility Committee on September 15, 2017)

The HMGP funding formula is as follows:

<b>Amount</b>	<b>Federal (75%)</b>	<b>State (10%)</b>	<b>City (15%)</b>
\$60,096	\$45,072	\$6,009.60	\$9,014.40

Note: As per the HMGP Funding formula, the City of Fargo will be responsible for \$9,014.40 and is funded with Wastewater Infrastructure Sales Tax Fund 455.

Item #2: Due to a delayed delivery of 30" plug valves, which are planned to be shipped on December 18/2017, Master Construction is requesting a time extension to the contract. The substantial and final completion dates will be extended to July 1, 2018 and July 31, 2018 respectively, resulting in a 41-day extension to the contract.

Your consideration in this matter is greatly appreciated.

**Recommended Motion**

Approve attached Change Order #1 for Project WW1402-10 from Master Construction for an increase of \$60,096 for water proofing three concrete vaults as well as extending the completion date to July 31, 2018.



November 22, 2017

Jim Hausauer, REHS  
Wastewater Utility Director  
City of Fargo  
Wastewater Treatment Plant  
3400 Broadway North  
Fargo, ND 58102

**Re: Change Order No. 1  
Contract #1 Broadway Interceptor SSO Reduction – Segment 10 Force Main  
Improvement District WW1402-10**

Dear Jim:

Enclosed please find three (3) copies of Change Order No. 1 for the above-referenced project for your review and approval. This Change Order pertains to the following changes to the project:

**Item #1 Structure Spray Liner Waterproofing:** Due on the amount of ground water present in the City of Fargo, the vaults on Segment 10 will have a waterproofing spray liner applied to help eliminate the infiltration of ground water through the joints and structure walls. The spray liner waterproofing, Zebron, is planned to be applied to the two (2) ARV vaults and the 60" Cleanout Manhole. The quote provided includes all labor, materials, equipment and site supervision required to install the Zebron material. This results in a contract increase of **\$60,096.00**.

**Item #2 Contract Time Extension Request:** Due to the delayed delivery schedule for the valves, which are now planned to be shipped on December 18, 2017, Master is requesting a time extension to the contract. The substantial and final completion dates will be extended to July 1, 2018 and July 31, 2018, respectively. This results in a 41-day extension to the overall contract.

Upon the City of Fargo's acceptance of Change Order No. 1, please sign and date the three (3) original copies. Retain one copy for your records and return the remaining two (2) copies to AE2S. AE2S will forward one (1) copy to Master Construction and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

In Service,

**AE2S**

A handwritten signature in black ink that reads "Ben Julson".

Ben Julson, PE  
Project Manager

# Change Order

No. 1

Date of Issuance: November 22, 2017 Effective Date: November 22, 2017

<b>Project:</b> Broadway Interceptor SSO Reduction – Segment 10 Force Main	<b>Owner:</b> City of Fargo	<b>Owner's Contract No.:</b> 1402-10
<b>Contract:</b> Contract No. 1 – General Construction		<b>Date of Contract:</b> July 17, 2018
<b>Contractor:</b> Master Construction		<b>Engineer's Project No.:</b> P00803-2014-000

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:** Zebron, a spray liner waterproofing, is being added to the exterior of two Valve Vaults and the cleanout manhole to help eliminate water seepage through the structure walls and joints. The quote for the coating includes the labor, materials, equipment, and site supervision required to install the Zebron material. This also includes a time extension to the substantial and final completion dates, due to the delivery of the valves. Valves for this project are currently scheduled to be shipped on December 18, 2017.

**Attachments:** 1) Quote from Innovative Solutions for coating of vaults and manholes. 2) E-mail from Master Construction for overall cost for coatings. 3) Plan sheets with waterproofing coatings. 4) Time extension letter from Master. 5) Delivery date updated letter from Val-Matic.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>756,785.00</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>October 31, 2017</u> Ready for final payment (days or date): <u>June 1, 2018</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> :  \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial completion (days): <u>N/A</u> Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order:  \$ <u>756,785.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>October 31, 2017</u> Ready for final payment (days or date): <u>June 1, 2018</u>
[Increase] [Decrease] of this Change Order:  \$ <u>60,096.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>July 1, 2018</u> Ready for final payment (days or date): <u>July 31, 2018</u>
Contract Price incorporating this Change Order:  \$ <u>816,881.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>July 1, 2018</u> Ready for final payment (days or date): <u>July 31, 2018</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Ben Johnson</u> Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Date: <u>11-22-2017</u>	Date: _____	Date: <u>11-22-17</u>
Approved by Funding Agency (if applicable): _____	Date: _____	



**FARGO**  
1572 45th St. NW  
Fargo, ND 58102  
P: 701-237-4950  
F: 701-237-5027

**BISMARCK**  
4000 Fuller Ave.  
Bismarck, ND 58501  
P: 701-751-6380  
F: 701-751-6381

**DICKINSON**  
836 38th Ave. E  
Dickinson, ND 58601  
P & F: 701-483-2818

**GRAND FORKS**  
5624 1st Ave. N  
Grand Forks, ND 58201  
P: 701-566-3307  
F: 701-757-4404

October 31, 2017

Advanced Engineering and Environmental Services, Inc.  
Attn: Aundie Softing  
4170 28<sup>th</sup> Ave So.  
Fargo, ND 58104

RE: Segment 10 Force Main Project Time Extension

Dear Ms., Softing

As you are aware we have completed the portion of the project that crosses North Broadway. We completed this portion within the time constraints as per the contract. Unfortunately there have been delays beyond Master Construction's control and we are formally requesting a time extension. There have also been a few change orders on this project that have required additional time. These delays are listed below.

- As per the attached letter the valves for this project have been delayed until December 18, 2017. Due to the size complexity of these valves and their structures it makes it infeasible to construct the line.
- Cable one and Mid Continent both need to relocate their lines to allow for the pipe installation. These lines apparently were not located by their owners during the design phase.
- A temperature sensitive coating has been added to all the structures on this project. Although the majority of the structure can be coated now we still need to coat the joints and pipe penetrations during installation. This has to be completed in relatively warm weather.

Due to the above delays and change orders Master is requesting a time extension on both the substantial completion date to July 1<sup>st</sup> 2018 and final completion date to July 31<sup>st</sup> 2018.

Should you have any questions please contact me.

Regards,

Jason Winter  
Project Manager  
Master Construction Co., Inc.



10/31/2017

As the Representative for Valmatic Valve & Manufacturing, it is my duty to inform the Supplier, Contractor, and Owner of the delay in production of the 24", and 30" Plug Valves.

With our resources, we have had a delay on materials being delivered to our Manufacturing facility in Elmhurst, IL. for the past month. We sincerely apologize for the inconvenience.

The Plug Valves are scheduled to ship 12/18/2017.

Regards,

Adam Worley  
Worley Marketing Group  
612-718-0945





Innovative Foundation Supportworks  
 "A Service Disabled Veteran Owned Small Business"  
 1100 Holstein Dr. NE Pine City, MN 55063  
 Contact: Terri Koslowski  
 Cell: 612-499-4041  
 Fax: 320-629-3950  
 www.innovativefoundationsupportworks.com

**SUBMITTED TO:**

Master Construction

Jason Winter

ND

Email: Jason@master-construction.net

**BID SUMMARY****Project Name:** Water Force Main Manhole and Vault Coating**Project Location:** Fargo, MN**Bid Date:** June 20, 2017**BID AMOUNT****\$51,520.00****SCOPE OF WORK**

This bid submittal includes all labor, materials, equipment and site supervision required to install Zebron as specified for the above referenced project. Proposal is based on provided drawing sheets 2 & 3 with addendum 2 dated 6/9/2017. The intent is to coat (1) manhole per drawing 3 and (2) vaults per drawing 2. A breakdown of the proposal is:

Coating the exterior of 6' O.D. Manhole: \$10,120.00

Coating the exterior of ARV Valve Vault: \$19,200.00

Coating the exterior of ARV Vault: \$19,200.00

Additional cost for down time between joint sealing: \$3,00.00

**PRODUCTS****Zebron**

(24) Vertical Feet, Zebron - Manhole

(56) Sq Feet, Zebron - Manhole Top &amp; Bottom

**Zebron**

(336) Sq Feet, Zebron - Vault Top &amp; Bottom

(624) Sq Feet, Zebron - Vault Walls

**Zebron**

(336) Sq Feet, Zebron - Vault Top &amp; Bottom

(624) Sq Feet, Zebron - Vault Walls

**INSTALLATION****Zebron**

- Wash area with 5000 PSI water blaster to insure substrate is in clean, sound condition.
- Rehab concrete as is necessary. Use foam stop or chemical grout to control water infiltration at an additional cost. Controlling water infiltration is not anticipated since the structures will be coated before they are installed.
- Prime all concrete with 3-5 mils of Zebron prime coat.
- Spray Zebron, the original, proven, 100% solids polyurethane to desired thickness (150 mils), in one spray application. Crews will be using proper protective clothing as well as respirators to limit exposure, although Zebron has NO VOC.
- Spark test with 15000 volts to insure no pinholes or imperfections in the coating exist. Fix any pinholes or imperfections following the manufacturers standards and in line with standard operations.



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 1100 Holstein Dr. NE Pine City, MN 55063  
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 Fax:320-629-3950  
 www.innovativefoundationsupportworks.com

**SUBMITTED TO:**

Master Construction

Jason Winter

ND

Email: Jason@master-construction.net

**BID SUMMARY**

**Project Name:** Water Force Main Manhole and Vault Coating

**Project Location:** Fargo, MN

**Bid Date:** June 20, 2017

**BID AMOUNT**  
**\$51,520.00**

**QUALIFICATIONS**

**Zebron**

- Crews on site will be led by trained and certified Zebron installers only. Product has highly specific application techniques that must be adhered to at all times.
- Innovative Foundation Supportworks will mobilize a dedicated truck capable of spraying this two-part polyurethane, at a specific mix rate of 3-1, per the MSDS/Tech Data provided on Zebron 386 with 9000 series activator.
- This proposal includes a 15 year warranty on the Zebron coating. This warranty covers any disbondment, pinholes, leakage or seepage that may occur where the Zebron coating is applied. This warranty does not cover the integrity of the structure being coated. If repairs need to be done after installation, any excavation or structure removal is to be done by others and is not covered by this warranty. Any damage caused by others during structure installation is not covered under this warranty.

**Other Qualifications**

- The general contractor is responsible for providing proper access for Innovative Foundation Supportworks "A Service Disabled Veteran Owned Small Business"'s installation equipment.
- This bid includes one mobilization to the fabrication site and one mobilization to the work site. Additional mobilizations will cost an additional \$600 per trip.
- Innovative Foundation Supportworks retains ownership of all product until payment is received.
- Innovative Foundation Supportworks is not responsible for coordinating or scheduling any required inspections. That is the responsibility of the General Contractor.
- Innovative will coat the manhole and vault joints after the structures are installed. Any necessary temporary shoring or safe excavation slopes are to be done and provided by others. Innovative intends to coat the joints of all three structures during one mobilization.

**EXCLUSIONS**

- Damage to underground utilities or mechanical and electrical ductwork/conduits.
- Any excavation and/or disposal of excavated materials.
- Lighting necessary to provide crew visibility during installation.
- Additional insurance coverage beyond Innovative Foundation Supportworks, Inc.'s standard coverage.
- Bonding. If required, please add 2% to contract amount.
- Structural or cosmetic damages due to the installation process.
- Providing traffic control services (if applicable).

Innovative Foundation Supportworks  
 "A Service Disabled Veteran Owned Small Business"

SIGNATURE: Terri Koslowski

DATE: 7/18/17

Acceptance of Proposal - The prices proposed, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. We jointly and severally agree to pay you upon completion of the job, and will further pay your service charge of 1-1/3% per month (16% annum) if our account is 30 or more days past due, and your attorney's fees and costs to collect or enforce this contract. \*My signature indicates that I accept the terms of this Proposal.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Aundie Softing

---

**From:** Aundie Softing  
**Sent:** Monday, September 11, 2017 3:11 PM  
**To:** Jared Heller  
**Subject:** FW: Broadway Force Main - Segment 10 - Change Order  
**Attachments:** Change Order 1 Plans.pdf; Water Force Main Manhole and Vault CoatingMaster Construction Proposal Updated.pdf

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**From:** Jason Winter [mailto:Jason@master-construction.net]  
**Sent:** Friday, September 08, 2017 12:27 PM  
**To:** Aundie Softing <Aundie.Softing@AE2S.com>  
**Cc:** Jake Antony <jake@master-construction.net>  
**Subject:** FW: Broadway Force Main - Segment 10 - Change Order

As per your request Master Construction will hire Innovative Foundation Supportworks to install the Zebron coating as per their quote attached for a cost of \$60,096.00. This price includes the subcontract cost of \$51,520.00 plus the allowable markup of \$3,076.00 plus an additional \$5,500.00 for Master construction crew down time for to allow for exterior coating and testing. Please let me know if you have any questions. Please note that Innovative Foundation Supportworks' notes reference the original quote which was removed from the project by addendum prior to bid but should be the same requirements as per your request. They have added a line item for additional down time also.

**From:** Scott Ahlf [mailto:scotteahlf@gmail.com]  
**Sent:** Tuesday, June 27, 2017 4:21 PM  
**To:** Jason Winter <Jason@master-construction.net>  
**Subject:** Fwd: Broadway Force Main - Segment 10 - Change Order

----- Forwarded message -----

**From:** Boone.Maruska@ae2s.com <Boone.Maruska@ae2s.com>  
**Date:** Tue, Jun 27, 2017 at 4:10 PM  
**Subject:** Broadway Force Main - Segment 10 - Change Order  
**To:** scotteahlf@gmail.com <scotteahlf@gmail.com>  
**Cc:** Jared.Heller@AE2S.com <Jared.Heller@ae2s.com>



Scott,

As I mentioned in my voicemail, we would like to incorporate waterproofing to the two vaults and the cleanout manhole on this project. Attached are the plans and SIBs indicating what we are looking for. Could you put together a price on this and get back to me with that? Let me know if you have any questions.

### WORK CHANGE DIRECTIVE

Work Chang Directive No: 1

DATE OF ISSUANCE 09/15/17

EFFECTIVE DATE 09/15/17

OWNER: City of Fargo

CONTRACTOR: Master Construction

Contract: General – No. 1

Project: Broadway Interceptor SSO Reduction – Segment 10 Force Main

OWNER'S Contract No. : WW1402-10

ENGINEER'S Project No. : P00803-2014-000

You are directed to proceed promptly with the following change(s):

Description: The spray liner waterproofing, Zebron, will be applied to the two (2) ARV vaults and the 60” Manhole. The quote provided includes all labor, materials, equipment and site supervision required for the installation of Zebron.

Purpose of Work Change Directive: The precast concrete structures on Segment 10 are proposed to have waterproofing spray liner applied, to help reduce the amount of ground water seepage into the structures.

Attachments: (List documents supporting change)

1. Innovative Foundations Supportworks (Manhole and Vault Coating Quote)
2. Plan Sheets for Waterproof Spray Lining
3. Jason Winter – Master Construction (Quote for Coatings E-mail)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in

Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work \_\_\_\_\_

Estimated Increase in Contract Price:  
\$ 60,096.00

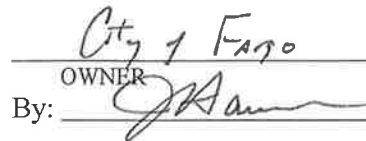
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:  
Substantial Completion: \_\_\_\_\_ days;  
Ready for final payment: \_\_\_\_\_ days.

RECOMMENDED:

By: 

AUTHORIZED:

By: 

Other than the change in contract price shown above, CONTRACTOR shall not make any additional claims related in any way, shape, or form to this work change directive.

REPORT OF ACTION

**UTILITY COMMITTEE**

Project No: WW1402-10

Type: Work Change Directive  
Change Order #1

Location: Broadway SSO Reduction Project

Date of Hearing: 9/15/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/25/2017</u>
Project File	

Jim Hausauer, Wastewater Utility Director, presented the attached memo and Work Change Directive/Change Order #1 for Project WW1402-10. This project is part of the Hazard Mitigation Grant Program (HMGP) Broadway Sanitary Sewer Overflow (SSO) Project, which is designed to reduce hazards associated with sewer overflows & backups during rain events and flooding. The HMGP Funding Formula consist of 75% Federal, 10% State, 15% Local funds. Segment 10 is a force main segment to be installed on the south side of the Wastewater Treatment Plant and connect to the Effluent Force Main to convey wet weather flows to the lagoons.

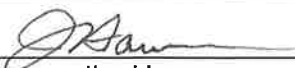
Segment 10 will have two vaults that contain air relief valves (ARV's) and one 60" manhole. Change Order #1 is for water proofing the concrete structures to eliminate/reduce ground water intrusion, which deteriorates infrastructure and increases maintenance. A Work Change Directive was approved by the Utility Committee, which authorized Master Construction to incorporate water proofing of these vaults at the facility where the vaults are made for safety and accessibility. This change is for \$60,096 and as per the FEMA Funding Formula; the City is responsible for 15% or \$9,014.40.

**MOTION**

On a motion by Don Tucker, seconded by Troy Hall, the Utility Committee voted to approve a Work Change Directive/Change Order #1 for Project WW1402-10 from Master Construction for \$60,096. (Note: the City share is \$9,014.40)

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner	<u>X</u>			
Mark Bittner, Director of Engineering	<u>X</u>			
Kent Costin, Director of Finance	<u>X</u>			
Vacant, Water Plant Supt.				
Don Tucker, Wastewater Plant Supt.	<u>X</u>			
Bruce Grubb, City Administrator	<u>X</u>			
Scott Liudahl, City Forester	<u>X</u>			
Terry Ludlum, Solid Waste Utility Director	<u>X</u>			
Jim Hausauer, Wastewater Utility Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			
Vacant, City Engineer				

ATTEST:

  
 \_\_\_\_\_  
 Jim Hausauer  
 Wastewater Utility Director

C: Mayor Mahoney  
 Commissioner Strand  
 Commissioner Piepkorn  
 Commissioner Grindberg

REPORT OF ACTION

UTILITY COMMITTEE

36

Project No. WA1707

Type: WTP Roof Replacement  
Change Order #1

Location: Water Treatment Plant

Date of Hearing: 12/14/17

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/18/17</u>
Project File	<u>                    </u>

Troy Hall, Water Utility Director, presented the attached memo regarding Change Order #1 for Project WA1707 – Existing Water Treatment Plant Roof Replacement. Change Order #1 is in the amount of \$43,351 involving five (5) changes to the project. Three (3) changes were cost increases and two (2) changes were cost decreases. One of the changes was for replacement of wet insulation during roof replacement. The wet insulation square footage was estimated for bidding purposes with a unit price on the bid form for addition insulation replacement during construction. Another change was related to the roof membrane attachment to parapet walls on the perimeter(s) of the roof. The membrane manufacturer required this change to warranty the roof. Water Utility staff believe all changes in Change Order #1 were in the City of Fargo’s best interest and recommends approval.

**MOTION:**

On a motion by Bruce Grubb, seconded by Brian Ward, the Utility Committee voted to approve Change Order #1 with M.J. Dalsin Company in the amount of \$43,351.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>	<u>X</u>
					<u>Proxy</u>
Anthony Gehrig, City Commissioner		X			
Mark Bittner, Director of Engineering		X			
Kent Costin, Director of Finance		X			
Brian Ward, Water Plant Supt.		X			
Don Tucker, Wastewater Plant Supt.					
Bruce Grubb, City Administrator		X			
Scott Liudahl, City Forester					
Terry Ludlum, Solid Waste Utility Director		X			
James Hausauer, Wastewater Util. Director		X			
Troy Hall, Water Utility Director		X			
Ben Dow, Public Works Operations Director		X			

ATTEST: Troy B. Hall  
Troy B. Hall  
Water Utility Director

- C: Tim Mahoney, Mayor  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Grindberg

**MEMORANDUM**  
 December 11, 2017

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**To:** Utility Committee

**From:** Troy B. Hall, Water Utility Director *TBH*

**Re:** Project WA1707 – Change Order #1 – Existing WTP Roof Replacement

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The membrane roof was replaced on the existing Water Treatment Plant this construction season. Bid opening for the project was held on May 31, 2017. At this time, Water Utility staff is recommending approval of Change Order No. 1 with M.J. Dalsin Company in the amount of \$43,351. With this change order, there are three changes that increased project cost and two changes that reduced project cost. There were five total changes in this request. This project is complete. Supporting documents from AE2S for the change order are attached.



**Google Earth view of the existing WTP and the MWTP prior to membrane roof replacement.**

The two highest cost changes were wet insulation quantity change and membrane roof attachment to parapet walls. The area of wet insulation needing replacement was estimated for bidding purposes based on areas around roof drains. A unit price for added wet insulation replacement was in the contractor bid. This area of wet insulation was tracked during construction and this item added \$20,745 in project cost for the proposed change order. To comply with membrane manufacturer's 25-year warranty requirements, the design of membrane attachment to parapet wall was changed. This was an additional \$26,042 in the change order. The three other changes were much lower in dollar amount.

The final cost for the existing plant roof replacement will be \$724,951 including the proposed change order. The change order was a 6.36% increase in cost. Shown below is the bid tabulation for the projects. The second lowest bidder was almost twice the cost. The bid from Herzog Roofing was not opened. Verbally, Herzog stated there bid exceeded \$1 million. The overall cost of the project was reasonable at 9% over the Engineer's Estimate.

Contractor		Acknowledge Addenda 1 and 2	Bid Bond	Non-Collusion Affidavit	Certification Regarding Debarment	Contractor's License	Bid Form	Contract No. 1 - General Construction
1	M.J. Dalsin Co. of ND, Inc.	✓	✓	✓	✓	✓	✓	\$681,600.00
2	Tecta America Dakotas	✓	✓	✓	✓	✓	✓	\$1,337,514.00
3	Herzog Roofing		✓			✓		Bid not opened.
	<i>Engineer's Estimate</i>							\$665,000

The old roof was severely degraded and had numerous leaks. Water Utility staff considers the roof replacement project successful. The existing WTP will now have a new roof with a 25-year warranty. It will be the same age as the roof on the MWTP and has the same roof material and warranty.

**SUGGESTED MOTION:**

Approve Change Order No. 1 with M.J. Dalsin Company for Project WA1707 in the amount of \$43,351.

Your consideration in this matter is greatly appreciated.





November 15, 2017

Troy Hall  
Water Utility Director  
City of Fargo  
Water Treatment Plant  
435 14<sup>th</sup> Ave S  
Fargo, ND 58103-4306

**Re: Change Order No. 1  
Fargo LSWTP Roof Replacement  
City of Fargo Project #WA1707**

Dear Troy:

Enclosed please find Change Order No. 1 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. **Insulation Replacement Quantities:** The contract included a base bid amount for additional insulation replacement in the amount of 1,400 square feet (sq. ft), to which the Contractor provided a unit price of \$5 per sq. ft. The total quantity of additional insulation replaced was 5,549 sq. ft.
2. **Work Change Directive No. 1:** A modified termination detail was required by the TPO Manufacturer in order to provide a 25-year warranty in areas where the parapet wall was too low to meet the recommended flashing height.
3. **Additional Flashing for Pipe Supports:** Pipe supports for ozone system piping were installed on the existing roof by the Membrane WTP Contractor.
4. **Deduct for Landscape Cash Allowance:** A cash allowance in the amount of \$5,000 was included in the contract for landscaping repairs. Due to the required landscaping on the Membrane WTP project, this cash allowance will be deducted from the contract.
5. **Deduct Remaining Scan Allowance:** A cash allowance in the amount of \$5,000 was included in the contract for an infrared scan of the roof. The cost of the infrared scan was \$4,900. The remaining \$100 of the allowance will be deducted from the contract.

The cost impact to Contract No. 1 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. Insulation Replacement Quantities	\$20,745.00
2. Work Change Directive No. 1	\$26,042.00
3. Additional Flashing for Pipe Supports	\$1,664.00
4. Deduct for Landscape Cash Allowance	(\$5,000.00)
5. Deduct Remaining Scan Allowance	(\$100.00)
<b>Total for Change Order No. 1 =</b>	<b>\$43,351.00</b>

Upon the City of Fargo's acceptance of Change Order No. 1, please sign and date. Return a scanned copy of the formal change order form containing all signatures to AE2S. AE2S will forward the signed copy to the contractor and will retain a copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

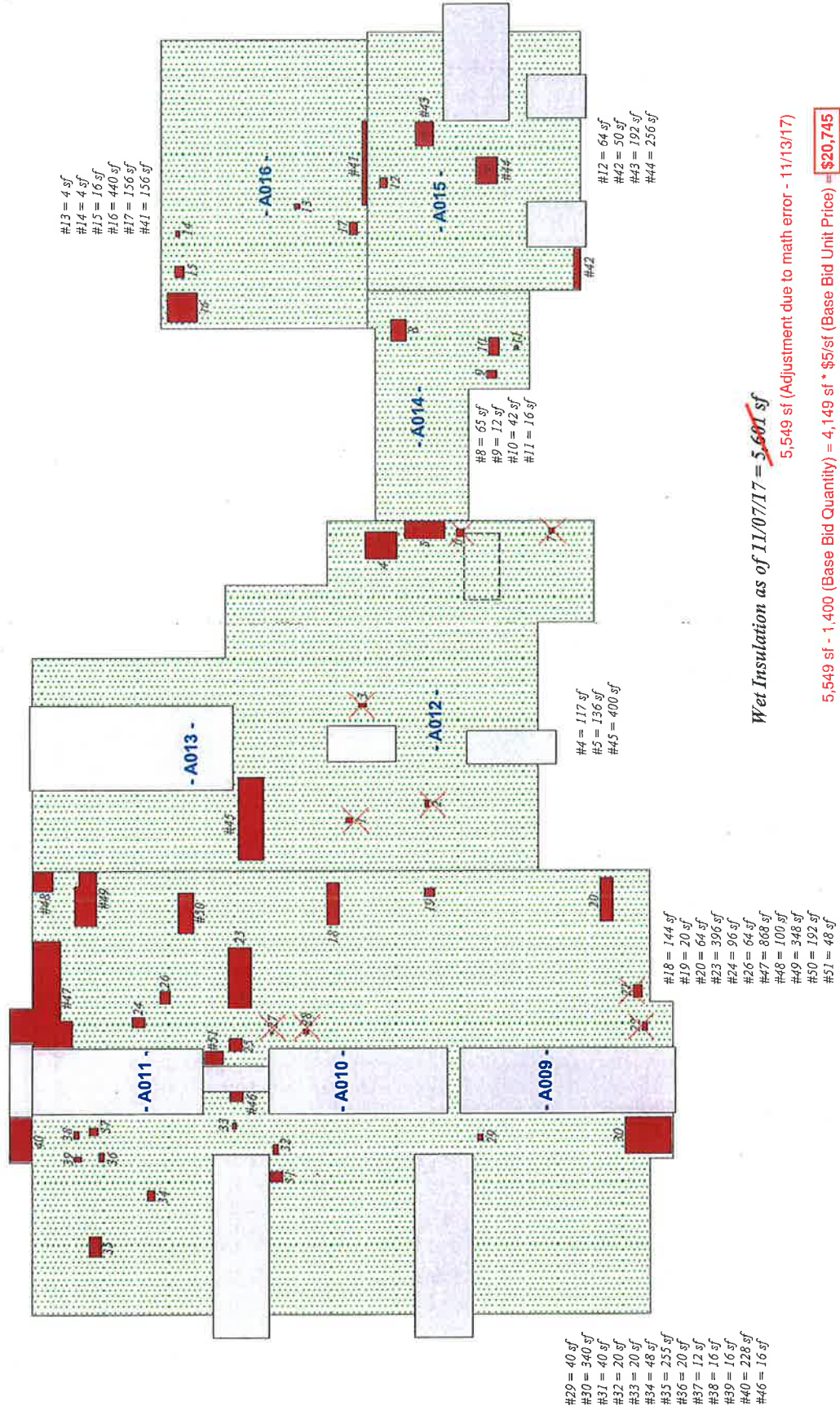
AE2S



Ryan Grubb, PE  
Project Engineer

Attachments

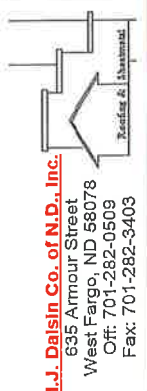
New Construction



Wet Insulation as of 11/07/17 = ~~5,601~~ sf

5,549 sf (Adjustment due to math error - 11/13/17)

5,549 sf - 1,400 (Base Bid Quantity) = 4,149 sf \* \$5/sf (Base Bid Unit Price) = **\$20,745**



**J.J. Dalsin Co. of N.D., Inc.**  
 635 Armour Street  
 West Fargo, ND 58078  
 Off: 701-282-0509  
 Fax: 701-282-3403

Project:

Fargo WTP - Reroof

Location:

Fargo, ND

Detail:

**Summary of Wet Insulation**  
**(FINAL)**

Scale:

n.t.s.

Date:

11/07/17

Date of Issuance: 8/8/17      Effective Date: 8/8/17

Owner: City of Fargo      Owner's Contract No.: WA1707

Contractor: M.J. Dalsin Co. of ND      Contractor's Project No.:

Engineer: AE2S      Engineer's Project No.: P00803-2016-063

Project: Fargo LSWTP Roof Replacement      Contract Name:

Contractor is directed to proceed promptly with the following change(s):

Description:

A modified termination detail was required by the TPO Manufacturer in order to provide a 25 year warranty in areas where the parapet wall was too low to meet the recommended flashing height.

Attachments: RFI No. 1 Meeting Minutes; Pricing Proposal from M.J. Dalsin for revising the termination detail in low areas.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 26,042.00      ~~[increase]~~ ~~[decrease]~~

Contract Time No change      ~~[increase]~~ ~~[decrease]~~

**Basis of estimated change in Contract Price:**

- Lump Sum       Unit Price
- Cost of the Work       Other

RECOMMENDED:

By: *Ryan Dalt*  
Engineer (Authorized Signature)

Title: *Project Engineer*

Date: *8-8-17*

AUTHORIZED BY:

By: *T. B. Huel*  
Owner (Authorized Signature)

Title: *Water Utility Director*

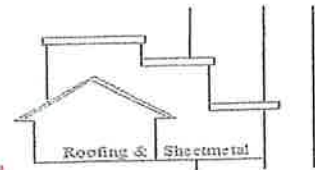
Date: *8-8-17*

RECEIVED:

By: *Ken May*  
Contractor (Authorized Signature)

Title: *President*

Date: *8-9-17*



**M.J. Dalsin Co. of N.D., Inc. Commercial - Industrial - Institutional**  
 635 Armour Street, PO Box 5055, West Fargo, ND 58078-5055 Phone: 701-282-0509 Fax: 701-282-3403

Attn: Ryan Grubb

Proposal Submitted To: <b>AE2S, Inc.</b>	Phone: 701-364-9111	Date: 7/18/17
Street: 4170 28 <sup>th</sup> Avenue South	Job Name: <b>Fargo WTP Reroof</b>	
City, State: Fargo, ND 58104	Job Location: Fargo, ND	

WE PROPOSE TO: **Revise walls per RFI-1**

- Detail G/A17-Revised and High Walls
- Eliminate Term Bar and Counter Flashing on low walls (detail G/A17-Revised)
- Extend TPO membrane-adhered to side and top of wall
- Secure Firestone Batton Bar per location on detail
- Prime and install Firestone Quickseam (White) cover strip per location on detail
- Lightning Protection Cable to reinstalled over TPO membrane
- High Walls: extend TPO to cover entire wall-below termination and mortar joint
- High Walls: install termination per original at top of wall

Material: \$10,862  
 Labor: \$11,784  
 OH & P: \$3,396

*Note: Any building permits that are required by the city for this project must be supplied by the owner.  
 Thank you for considering the M.J. Dalsin Co. for your roofing needs.*

We propose hereby to furnish material and labor - complete with above specifications, for the sum of:  
 Twenty Six Thousand Forty Two and 00/100 dollars \$26,042

**Payment to be made as follows:** Upon delivery of materials, progress payments and upon completion

Thank you for considering us for your roofing needs.

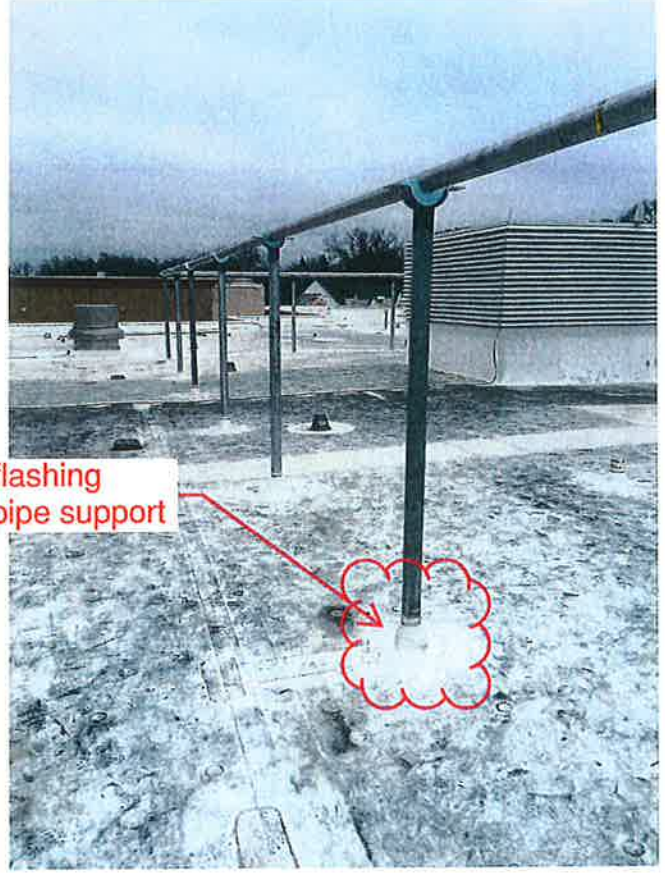
*Dave Lyter*  
 \_\_\_\_\_  
**Dave Lyter**

**Note: This proposal may be withdrawn by the issuer if not accepted within 20 Days**  
**ADDITIONAL TERMS:** All material is guaranteed as to be specified. All work to be completed according to standard practices. Client agrees to carry fire, tornado and other necessary insurance. Some cities do require building permits for re-roofing and, if so, this will be at Clients additional expense as compared to Proposal price. Any electrical or mechanical work to allow for re-roofing must be paid for by the Client. Client shall be responsible for determining capability of the structure to bear weight of ballasted roof system. M.J. Dalsin's scope of work does not include identification, detection or removal of asbestos or similar substances. M.J. Dalsin disclaims any and all liability for damage to persons or property resulting from mold growth within any part of the building envelope due to moisture entering the building envelope prior to, or after, M.J. Dalsin's completion of installation of the roof membrane or as the result of damage to or penetration of the installed roof membrane by others. For any late/delinquent payments, client agrees to pay interest thereon at the rate of 1 1/2% per month until paid. A lien may be placed on the Property in the event of non-payment. In the event it becomes necessary for M.J. Dalsin to turn this matter over to an attorney or a collection agent to obtain a late payment by Client, Client agrees to pay all collection costs, attorney's fees, and court costs incurred for such collection.

**ACCEPTANCE OF PROPOSAL**  
 The above prices, specifications and conditions are satisfactory and hereby accepted. Issuer is authorized to do the work as specified.

**Client**  
**Signature** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

Additional flashing for pipe supports installed under the Membrane WTP project



Typical flashing around pipe support



REPORT OF ACTION

(37)

## UTILITY COMMITTEE

Project No. N/A Type: AE2S Task Order #99 – Drain 27  
Conveyance Improvements

Location: Ground Storage Reservoir & Sheyenne River Area (52<sup>nd</sup> Avenue South)

Date of Hearing: 12/14/17

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/18/17</u>
Project File	

Troy Hall, Water Utility Director, presented the attached memo related to the design and bidding of water conveyance infrastructure for development storm drainage and source water to the Water Treatment Plant (WTP). This is a joint project between the Water Utility and the Engineering Department. The Water Utility is taking the lead. Using an open channel method for conveying Sheyenne River water to the WTP intake is considerably lower in cost compared to a pipe connecting a Sheyenne Pump Station to the WTP. This Drain 27 Conveyance Improvements project is very important for future water supply to the WTP. The improvements will also serve as storm water drainage. Thus, costs for this task order and construction will be split between the Water Utility and the Engineering Department. This task order will be funded with Fund 450 (Infrastructure Sales Tax). Pending approval, the Water Utility intends to finance the project through the federal State Revolving Fund program administered by the North Dakota Department of Health. The scope and fees are listed below:

<u>Phase</u>	<u>Task Number and Task Name</u>	<u>Est. Hours</u>	<u>Amount</u>
<b>Phase 040</b>	<b>Final Design Phase Services</b>		
	01 Project Management and Administration	40	\$ 6,000
	02 Geotechnical Coordination, Permitting, and Surveying	156	\$33,100
	03 RRVWSP Coordination	80	\$12,800
	04 Pond and Channel Design	580	\$89,000
	03 Flood Control Lift Station Design	430	\$65,000
<b>Phase 120</b>	<b>Bidding Phase Services</b>		
	01 Pre-Bidding Administration	50	\$ 7,500
	02 Post-Bidding Administration	30	\$ 4,800
	<b>Total</b>		<b>\$218,200</b>

MOTION:

On a motion by Ben Dow, seconded by Mark Bittner, the Utility Committee voted to approve the proposed Task Order #99 with AE2S in the amount of \$218,200.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Anthony Gehrig, City Commissioner	X			
Mark Bittner, Director of Engineering	X			
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Don Tucker, Wastewater Plant Supt.				
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			

ATTEST:

  
\_\_\_\_\_  
Troy B. Hall  
Water Utility Director

C: Tim Mahoney, Mayor  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Grindberg





Fargo Water Treatment Plant  
435 14th Avenue South  
Fargo, North Dakota 58103  
Phone (701) 241-1469  
FAX (701) 241-8110

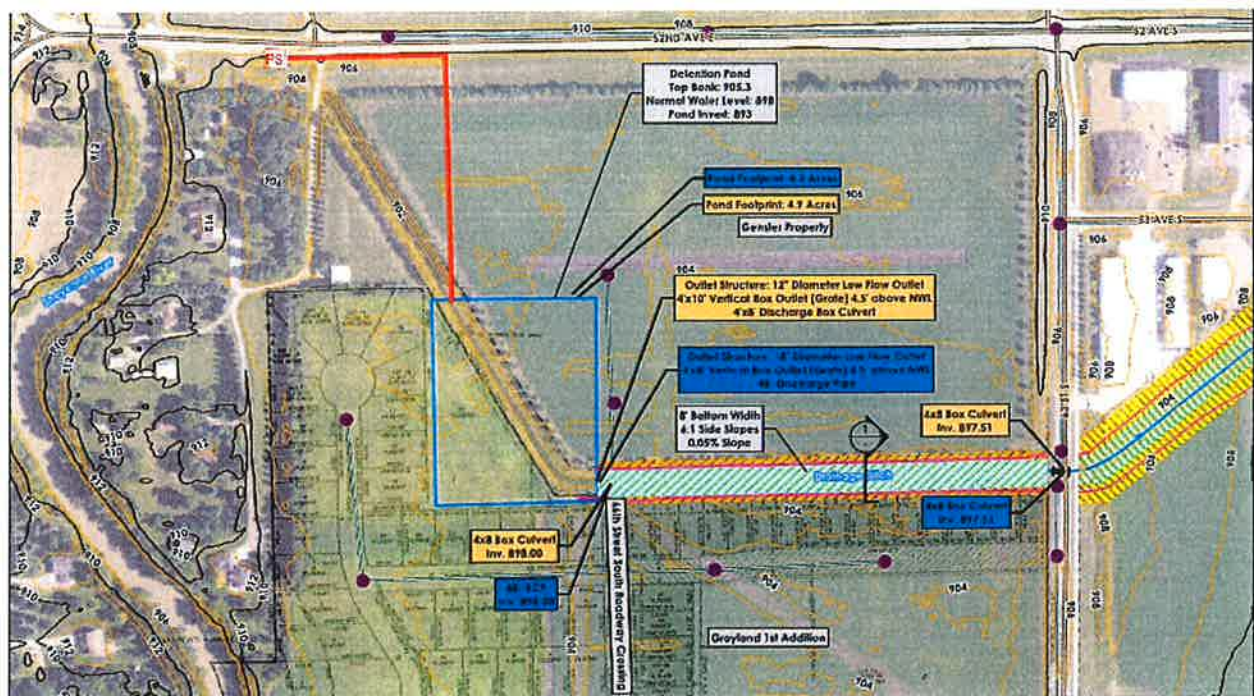
**MEMORANDUM**  
December 11, 2017

**To:** Utility Committee  
**From:** Troy B. Hall, Water Utility Director *TBH*  
**Re:** AE2S Task Order #99 – Drain 27 Conveyance Improvements

**Introduction**

Attached, please find a task order proposal from AE2S for services related to the design and bidding of Drain 27 Conveyance Improvements. This project is a partnership between the Water Utility and the Engineering Department. The Water Utility will take the lead for design and construction. The channel will serve as both storm drainage for future developments and water supply at demands higher than the existing Sheyenne pump station can supply. Using this conveyance method for water supply is much lower in cost compared to constructing an additional pipeline to the Water Treatment Plant (WTP) at 435 14<sup>th</sup> Avenue South.

Channel improvements under this task order will be the first of three construction phases. Construction in 2018 is important due to the Grayland Addition development need for storm drainage. AE2S Task Order #99 is in the amount of \$218,200 and recommended to be financed with Fund 450 (Infrastructure Sales Tax). Water Utility staff recommends approval.



**Preliminary Design features of channel improvements to convey water to Drain 27.**

## Background

The following is relevant information for consideration related to the proposed task order:

- The City of Fargo owns a 70-foot wide drainage ditch extending from near the Sheyenne River to 63<sup>rd</sup> Street South. This is not a legal drain.
- The City of Fargo owns land on the east side of 63<sup>rd</sup> Street South. This land connects to Drain 27 on the east side of the property. A Ground Storage Reservoir and pump station are constructed on this property and the drainage ditch continues through this property from the east side of 63<sup>rd</sup> Street South.
- Grayland Addition is a proposed development adjacent to the drainage ditch (south) on the west side of 63<sup>rd</sup> Street South. On November 7, 2017, Grayland Addition was on the City of Fargo Planning Commission meeting agenda.
- Currently, Water Utility staff is recommending future conveyance of raw water from the Sheyenne River to the WTP using Drain 27 for flows greater than the existing Sheyenne Pump Station can provide up to flow quantities for the Red River Valley Water Supply Project (RRVWSP).
- The 3-phased project to use Drain 27 conveyance for Sheyenne River water is estimated at \$5.7 million. Since channel improvement will be used for storm drainage, the costs will be split with the Engineering Department and special assessed.
- The Sheyenne River Pump Station Facility Plan shows a new pump station with pipeline connecting to the WTP. To convey a water quantity for RRVWSP to the WTP, a high level cost estimate for the pipeline is \$43 million. In the Water Utility 20-year CIP, the cost for a new pump station is shown as \$29.7 million in 2035.
- Per the planning costs above, the open channel method of raw water conveyance is far less costly than the pipeline option.
- Two weaknesses of open channel conveyance instead of a pipeline are a contamination event on the Red River during Drain 27 usage and a delay getting water to the WTP from the Sheyenne River upon startup of Drain 27 conveyance. From a cost-benefit approach, both of these weaknesses are considered manageable by Water Utility staff.
- The proposed channel improvements under AE2S Task Order #99 are intended to be constructed in 2018 to support storm drainage for Grayland Addition. The other two phases are intended to be constructed within the next few years.
- The Water Utility and Engineering Department have been working on land agreements on both the north and south side of the drainage ditch to the west of 63<sup>rd</sup> Street South. An agreement with Grayland Addition is ready for City Commission approval. An agreement with the north-side property owner is nearing completion. Both agreements will need to be in place prior to construction.
- Some of the permitting for the 3 phases of the project may take up to a year or more.
- Water Utility staff will need to initiate discussions with the North Dakota State Water Commission to gain access to additional water appropriations for the Sheyenne River.

This conveyance project is viewed as very critical to the Water Utility and regional water customers. Water supply for the City of Fargo and regional customers is dependent on flow in the two rivers: Red River and Sheyenne River. The proposed conveyance method through Drain 27 would allow the summer water demands to be met using the Sheyenne River in the short-term and prepare for RRVWSP water in the future.

**Scope of Services and Task Order Details for the Drain 27 Conveyance Improvements**

Water Utility staff recommends that the proposed scope of work is important for the successful design and bidding of the Drain 27 Conveyance Improvements:

<b><u>Phase</u></b>	<b><u>Task Number and Task Name</u></b>	<b><u>Est. Hours</u></b>	<b><u>Amount</u></b>
<b>Phase 040</b>	<b>Final Design Phase Services</b>		
	01 Project Management and Administration	40	\$ 6,000
	02 Geotechnical Coordination, Permitting, and Surveying	156	\$33,100
	03 RRVWSP Coordination	80	\$12,800
	04 Pond and Channel Design	580	\$89,000
	03 Flood Control Lift Station Design	430	\$65,000
<b>Phase 120</b>	<b>Financial Services</b>		
	01 Pre-Bidding Administration	50	\$ 7,500
	02 Post-Bidding Administration	30	\$ 4,800
	<b>Total</b>		<b>\$218,200</b>

**Financial Considerations**

The use of a channel to convey Sheyenne River water to Drain 27 is a much lower cost compared to constructing another pipeline to the Water Treatment Plant. From a Water Utility perspective, funding for the proposed task order is recommended to be paid with Fund 450 (Infrastructure Sales Tax). This project is a line item in the approved 2018 budget for the Water Utility as a State Revolving Fund (SRF) project using Fund 450. Water Utility staff will be recommending approval of an SRF loan resolution for the Drain 27 Conveyance Improvements and other projects.

**SUGGESTED MOTION:**

Approve AE2S Task Order #99 for the design and bidding of the Drain 27 Conveyance Improvements project in the amount of \$218,200 using Fund 450 (Infrastructure Sales Tax).

Your consideration in this matter is greatly appreciated.



December 14, 2017

Troy B. Hall  
Fargo Water Utility Director  
435 14<sup>th</sup> Avenue South  
Fargo, ND 58102

**RE: Fargo Drain 27 Conveyance Improvements  
Design and Bidding Phase Services  
Water Utility Consulting Services Task Order #99**

Dear Troy:

Thank you for the opportunity to submit this letter proposal for professional engineering services for the Fargo Drain 27 Conveyance Improvements. This letter and the attached Water Utility Consulting Services Task Order #99 provide the proposed scope of services for design and bidding phase services. The proposed fee for the study and report phase related services, expenses, and reimbursables is \$218,200.

The City of Fargo has prepared a stormwater master plan for Improvement District MS-17-B, located in southwest Fargo, which included an evaluation to determine if an existing drainage channel could be utilized as a trunk conveyance system for both local stormwater needs and supplementary water supply for the City of Fargo from Lake Ashtabula and the Sheyenne River. The results of the evaluation indicated the need for improvements including the construction of a regional detention pond and associated outlet structure, modifications to the drainage channel, box culvert structures at two road crossings, an outlet structure at Drain 27, and a flood control lift station at the drainage channel's outlet to Drain 27. This Task Order is for design and bidding phase services which includes the production of drawings and specifications, and assistance with bidding the improvements. More specifically, this Scope of Services provides for project management and administration services, geotechnical coordination, permitting, and surveying services, Red River Valley Water Supply Project (RRWSP) coordination (the project could serve as a conduit for accessing RRWSP water), pond and channel design, flood control lift station design, and pre-bidding and post-bidding administration. In accordance with the Water Utility Consulting Services agreement, the City of Fargo requested a proposal from AE2S to provide the necessary professional services to complete the study and report phase of the project.

If you agree with the proposed scope of services and associated professional fees presented in the attached Water Utility Consulting Services Task Order #99, please sign both copies in the spaces provided, retain one fully-executed copy for your records, and return the other fully-executed copy to AE2S. We are excited to assist the City of Fargo in completing this water service project.

Submitted in Service,

A handwritten signature in blue ink, appearing to read "Jacob D. Strombeck".

Jacob D. Strombeck  
Project Manager  
Enclosures

This is Task Order No. _____99_____ consisting of _____3_____ pages.
----------------------------------------------------------------------------

**Water Utility Consulting Service Task Order #99**

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In accordance with paragraph 1.01 of the Task Order Agreement Between Owner and Engineer For Professional Services, dated January 1, 2011 ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

- A. Title: Fargo Drain 27 Conveyance Improvements
- B. Description: Design and bidding services for improvements related to the open channel conveyance of supplementary water supply flows from Lake Ashtabula and the Sheyenne River, and stormwater flows from Fargo Engineering District MS-17-B to Drain 27. If the Red River Valley Water Supply Project (RRVWSP) is implemented, the improvements could also serve as a conduit for accessing RRVWPS flows. The improvements generally include the construction of a detention pond and associated outlet control structure, modifications to an existing drainage channel, box culvert structures at two roadway crossings, outlet structure to Drain 27, and a flood control lift station. The services included in this Task Order include the production of drawings and specifications, and assistance with bidding of the improvements.
- C. AE2S Project No.: P00803-2017-025

2. **Services of Engineer**

*Engineer shall perform the services identified in Attachment 1 to Water Utility Consulting Service Task Order #99.*

3. **Owner's Responsibilities**

*Owner shall have those responsibilities set forth in Article 2, Exhibit B of the Agreement.*

4. **Times for Rendering Services**

- A. Engineer shall render the services under this Task Order according to the following:
  - 1. *Task Order approval – December 18, 2017*
  - 2. *Design Kick-off Meeting – January 2018*
  - 3. *Final Design – November 2017 through March 2018*
  - 4. *Bidding – April 2018*
  - 5. *Start Construction – June 2018*

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

<i>Phase</i>	<i>Task Number and Task Name</i>	<i>Payment Method</i>	<i>Estimated Hours</i>	<i>Amount</i>
<b>040</b>	<b><i>Final Design Phase Services</i></b>	<i>Method A – Lump Sum</i>		
01	<i>Project Management and Administration</i>		40	\$6,000
02	<i>Geotechnical Coordination, Permitting, and Surveying</i>		156	\$33,100
03	<i>RRVWSP Coordination</i>		80	\$12,800
04	<i>Pond and Channel Design</i>		580	\$89,000
05	<i>Flood Control Lift Station Design</i>		430	\$65,000
<b>050</b>	<b><i>Bidding Phase Services</i></b>	<i>Method A – Lump Sum</i>		
01	<i>Pre-Bidding Administration</i>		50	\$7,500
02	<i>Post-Bidding Administration</i>		30	\$4,800
<b><i>Total</i></b>				<b>\$218,200</b>

B. The terms of payment are set forth in Article 4 of the Agreement and Exhibit C of the Agreement.

6. **Consultants:**

*KLJ.*

7. **Other Modifications to Agreement:**

*None at this time.*

8. **Attachments:**

*Scope of Services – Attachment 1 to Water Utility Consulting Service Task Order #99.*

9. **Documents Incorporated By Reference:**

*None at this time.*

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is December 18, 2017.

OWNER: City of Fargo

ENGINEER: Advanced Engineering and Environmental Services, Inc. (AE2S)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Troy B. Hall

Name: Brian R. Bergantine, PE

Title: Water Utility Director

Title: Operations Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Troy B. Hall

Name: Jacob Strombeck

Title: Water Utility Director

Title: Project Manager

Address: 435 14th Ave. S  
Fargo, ND 58103

Address: 4170 28<sup>th</sup> Ave. S  
Fargo, ND 58104

E-Mail Address: THall@FargoND.gov

E-Mail Address: Jacob.Strombeck@ae2s.com

Phone: 701-476-6741

Phone: 701-364-9111

Fax: 701-241-8110

Fax: 701-364-9979

This is Attachment 1 to Water Consulting Services Task Order 99 consisting of 5 pages.

***Attachment 1 to Water Consulting Services Task Order #99***

*Fargo Drain 27 Conveyance Improvements*

***December 18, 2017***

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## **Scope of Services**

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The Project includes design and bidding services for improvements related to the open channel conveyance of supplementary water supply flows from Lake Ashtabula and the Sheyenne River, and stormwater flows from Fargo Engineering District MS-17-B to Drain 27. If the Red River Valley Water Supply Project (RRVWSP) is implemented, the improvements could also serve as a conduit for accessing RRVWSP flows. The improvements generally include the construction of a detention pond and associated outlet control structure, modifications to an existing drainage channel, box culvert structures at two (2) roadway crossings, outlet structure to Drain 27, and a flood control lift station. The services included in this Task Order include the production of drawings and specifications, and assistance with bidding of the improvements. The following is a detailed breakdown of this Scope of Services to Water Consulting Services Task Order #99.

### **Phase 040 – Final Design Phase Services**

***In accordance with Paragraph 1.03 of Exhibit A of the Original Task Order Agreement, dated January 1, 2011, ENGINEER shall perform the following additional Final Design Phase services under Water Consulting Services Task Order #99:***

The tasks or deliverables to be provided in the Final Design Phase will expand on the assumptions and analysis results determined in the *Improvement District MS-17-B Stormwater Master Plan* and result in completion of final bidding documents for Water Consulting Services Task Order #99. One (1) independent set of bidding documents will be prepared for the Project. For presentation of the scope of services, the Fargo Drain 27 Conveyance Improvements Final Design Phase will be split into: (1) Project Management and Administration, (2) Permitting and Surveying, (3) Pond and Channel Design, and (4) Flood Control Lift Station Design.

### **Task 01 – Project Management and Administration**

ENGINEER shall perform general project management and administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the OWNER and Project staff; providing OWNER with monthly Project financial status updates; ensuring that the needs of the OWNER are met in a timely manner, and monitoring Project budgets and schedules.



### Task 02 – Geotechnical Coordination, Permitting, and Surveying

Key project components of the Final Design Phase services include a geotechnical investigation and a complete survey of the project site. The tasks and deliverables anticipated are as follows:

- ENGINEER shall solicit quotes from a minimum of three (3) geotechnical consultants to perform soil borings and a geotechnical investigation of the project site. The OWNER shall select the preferred geotechnical consultant to perform the investigation through a separate contract. ENGINEER shall be responsible for all coordination and correspondence with the geotechnical consultant necessary for the soil borings and investigation.
- ENGINEER shall perform a survey of the project site necessary for the improvements. Key components anticipated are a topographic survey, a boundary survey, and utility survey. Property and easement acquisition are not included in this scope of services.
- ENGINEER shall perform a Phase 1 cultural resource study and wetland delineation survey. This will be used in preparation of the Jurisdictional Determination.
- Based on the likely presence of Section 404 Jurisdictional Waters and the estimated impact to those waters, a Section 404 Individual Permit will need to be obtained from the United States Army Corps of Engineers (USACE). ENGINEER will prepare necessary documents for submittal to the USACE for obtaining an Individual Permit for the project. ENGINEER assumes the project will utilize/purchase wetland mitigation bank credits and the project will not design and create a wetland mitigation area unique to the project.

### Task 03 – RRVWSP Coordination

ENGINEER shall work with the OWNER and Red River Valley Water Supply Project (RRVWSP) key representatives to coordinate and confirm RRVWSP flow requirements, including a review of preliminary RRVWSP design components, and document in a Basis of Design Memorandum. The RRVWSP flow requirements will be considered during the pond and channel design, as they could serve as a conduit for the City of Fargo to access RRVWSP flows.

### Task 04 – Pond and Channel Design

ENGINEER shall prepare bidding drawings and technical specifications for the stormwater detention pond, outlet structure, and channel to Drain 27. Design submittals shall be presented at the 60, 90, and 100 percent design level. The tasks and deliverables anticipated for each submittal are as follows:

- Prepare Preliminary Engineering Report in conformance with the requirements set forth by the Drinking Water State Revolving Fund (DWSRF) loan program. Coordinate with the City Engineering Department to determine the project cost share between special assessments and DWSRF.
- 60 Percent Design Deliverables:
  - Preliminary specifications
  - 60 percent design drawings including overall site plan, grading plan with volume

- quantities, ditch channel cross section(s), box culverts, outlet structure details, and erosion control plan
- Opinion of probable construction cost update
- Basis of Design Memorandum to document decisions at this level
- 90 Percent Design Deliverables:
  - Contract front-end documents (using Engineers Joint Contract Documents Committee (EJCDC) and Construction Specification Institute (CSI) format)
  - Final review set of revised and refined drawings and specifications with OWNER's comments from 60 percent design review incorporated into the design documents
  - Opinion of probable construction cost update
  - Basis of Design Memorandum update
  - Distribution of 90 percent review set to local utility companies and regulatory agencies, if necessary, for review
- 100 Percent Design Deliverables:
  - Final set of signed and sealed contract drawings and specifications to be used as bidding documents
  - Final opinion of probable construction cost
  - Final updates to the Basis of Design Memorandum. ENGINEER will provide OWNER with three (3) copies of the final Basis of Design Memorandum
- ENGINEER shall conduct internal quality control review and refinement before submittal to OWNER.
- ENGINEER shall submit three (3) hard copies and one (1) electronic copy, in PDF format, of each Design deliverable to OWNER for review at least one (1) week prior to review meeting.
- Two (2) Design Review Workshops will be conducted with key City Engineering and Water Utility staff to review the 60 percent and 90 percent design submittals. ENGINEER shall obtain and address OWNER'S comments on the submittals.

#### Task 05 – Flood Control Lift Station Design

ENGINEER shall prepare bidding drawings and technical specifications for the flood control lift station to be located at the channel outlet to Drain 27. Drawings and specifications for the flood control lift station shall be incorporated into the overall set of project bidding documents. Assumptions for the flood control lift station include:

- Design of a single stormwater lift station with three (3) vertical turbine type pumps, capacity of which to be determined.
- Major lift station components include intake piping, wet well structure, lift station, and flood control gate well structure, valving and discharge piping.
- No above grade building.
- Lift station shall include an above grade, exterior, electrical control panel.

Design submittals shall be presented at the 60, 90, and 100 percent design level. The tasks and deliverables anticipated for each submittal are as follows:

- Prepare Preliminary Engineering Report in conformance with the requirements set forth by the Drinking Water State Revolving Fund (DWSRF) loan program. Coordinate with the City Engineering Department to determine the project cost share between special assessments and DWSRF.
- 60 Percent Design Deliverables:
  - Preliminary civil, structural, process and electrical specifications
  - 60 percent design drawings including overall site plan, and detail drawings showing major structural, process, and electrical lift station components
  - Opinion of probable construction cost update
  - Basis of Design Memorandum to document decisions at this level
- 90 Percent Design Deliverables:
  - Contract front-end documents (using Engineers Joint Contract Documents Committee (EJCDC) and Construction Specification Institute (CSI) format)
  - Final review set of revised and refined drawings and specifications with OWNER's comments from 60 percent design review incorporated into the design documents
  - Opinion of probable construction cost update
  - Basis of Design Memorandum update
  - Distribution of 90 percent review set to local utility companies and regulatory agencies, if necessary, for review
- 100 Percent Design Deliverables
  - Final set of signed and sealed contract drawings and specifications to be used as bidding documents
  - Final opinion of probable construction cost
  - Final updates to the Basis of Design Memorandum. ENGINEER will provide OWNER with three (3) copies of the final Basis of Design Memorandum
- ENGINEER shall conduct internal quality control review and refinement before submittal to OWNER.
- ENGINEER shall submit three (3) hard copies and one (1) electronic copy, in PDF format, of each Design deliverable to OWNER for review at least one (1) week prior to review meeting.
- Two (2) Design Review Workshops will be conducted with key City Engineering and Water Utility staff to review the 60 percent and 90 percent design submittals. ENGINEER shall obtain and address OWNER'S comments on the submittal.

### **Phase 050 – Bidding or Negotiation Phase Services**

***In accordance with Paragraph A.1.04 of Exhibit A of the Original Task Order Agreement, dated January 1, 2011, ENGINEER shall perform the following additional Bidding or Negotiation Phase services under Water Consulting Services Task Order #99:***

The tasks or deliverables to be provided in the Bidding or Negotiation Phase for the Fargo Drain 27 Conveyance Improvements consists of providing bidding support services including communications with OWNER's representatives, bidders, suppliers, and others; providing addendums and clarifications to the bidding documents; attending the bid openings and tabulating bids; providing a recommendation for awarding a construction contracts; and assembling the required construction contracts award documents.

Task 01 – Pre-Bidding Administration

Pre-bidding administration services will be provided to assist the OWNER in soliciting bids for construction, responding to plan holder questions, preparing and certifying addenda for distribution, and attending the bid opening for the Fargo Drain 27 Conveyance Improvements.

Task 02 – Post-Bidding Administration

Post-bidding administration services will include reviewing the bids for errors and discrepancies, preparing a recommendation letter to the Utility Committee and City Commission, preparing the Notice of Award to the successful contractor, and preparing the contract documents for the Fargo Drain 27 Conveyance Improvements.

REPORT OF ACTION  
**UTILITY COMMITTEE**

(38)

Project No. N/A

Type: Purchase Agreement with Grayland Holding Company

Location: Ground Storage Reservoir & Sheyenne River Area (52<sup>nd</sup> Avenue South)

Date of Hearing: 12/14/17

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/18/17</u>
Project File	<u>                    </u>

Troy Hall, Water Utility Director, presented the attached memo related to a Purchase Agreement with Grayland Holding Company, LLC. This is for the purchase of land required for a Water Utility infrastructure project called 'Drain 27 Conveyance Improvements'. The Purchase Agreement was negotiated by the City of Fargo Engineering Department on behalf of the Water Utility and is in the amount of \$46,662. The land purchase will be paid for with Fund 450 (Infrastructure Sales Tax).

**MOTION:**

On a motion by Ben Dow, seconded by Kent Costin, the Utility Committee voted to approve the Purchase Agreement with Grayland Holding Company, LLC in the amount of \$46,662.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner	<u>X</u>			
Mark Bittner, Director of Engineering	<u>X</u>			
Kent Costin, Director of Finance	<u>X</u>			
Brian Ward, Water Plant Supt.	<u>X</u>			
Don Tucker, Wastewater Plant Supt.				
Bruce Grubb, City Administrator	<u>X</u>			
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Director	<u>X</u>			
James Hausauer, Wastewater Util. Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			

ATTEST:   
Troy B. Hall  
Water Utility Director

C: Tim Mahoney, Mayor  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Grindberg

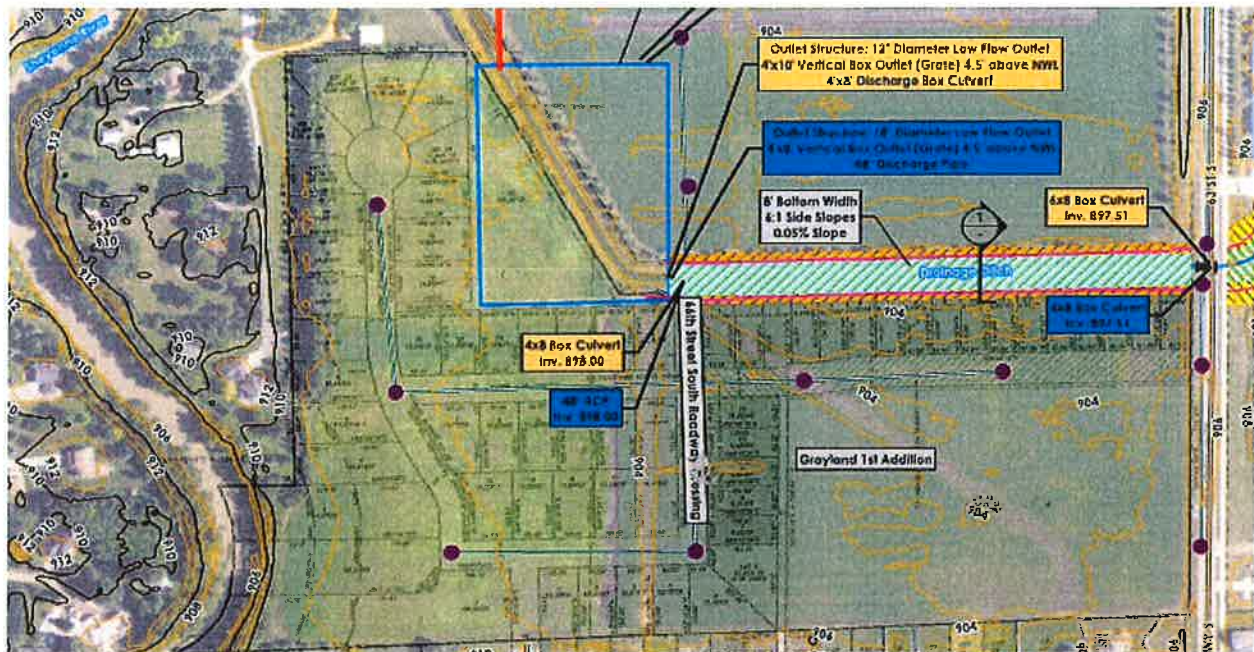


Fargo Water Treatment Plant  
 435 14th Avenue South  
 Fargo, North Dakota 58103  
 Phone (701) 241-1469  
 FAX (701) 241-8110

**MEMORANDUM**  
 December 11, 2017

**To:** Utility Committee  
**From:** Troy B. Hall, Water Utility Director *TBH*  
**Re:** Purchase Agreement between City of Fargo & Grayland Holding Company, LCC

Water Utility staff is recommending approval of the attached Purchase Agreement with Grayland Holding Company, LCC (Grayland). Personnel from the Water Utility, Engineering Department, and Planning Department have been working cooperatively regarding a proposed development south of 52<sup>nd</sup> Avenue South and near the Sheyenne River. Grayland Addition is the proposed development. The Water Utility needs a 20-foot strip of land from Grayland for the construction of a channel to convey a water quantity equivalent to the needs of the Red River Valley Water Supply Project (RRVWSP) from the Sheyenne River to Drain 27 in south Fargo. Using open channel flow in Drain 27 will save considerable money compared to a pipeline connecting to the Water Treatment Plant (WTP). The Engineering Department negotiated the purchase price because of experience in acquiring land. The proposed purchase price is \$46,662.



Grayland Addition Development and Preliminary Channel Design near Sheyenne River.

### Background

The following is relevant information for consideration related to the proposed Purchase Agreement with Grayland:

- The City of Fargo owns a 70-foot wide drainage ditch extending from near the Sheyenne River to 63<sup>rd</sup> Street South. This is not a legal drain.
- The City of Fargo owns land on the east side of 63<sup>rd</sup> Street South. This land connects to Drain 27 on the east side of the property. A Ground Storage Reservoir and pump station are constructed on this property and the drainage ditch continues through this property from the east side of 63<sup>rd</sup> Street South.
- Grayland Addition is a proposed development adjacent to the drainage ditch (south) on the west side of 63<sup>rd</sup> Street South. On November 7, 2017, Grayland Addition was on the City of Fargo Planning Commission meeting agenda.
- Currently, Water Utility staff is recommending future conveyance of raw water from the Sheyenne River to the WTP using Drain 27. Drain 27 will be used for flows greater than the existing Sheyenne Pump Station can provide with the existing 30-inch pipe. Conveyance will be constructed for Red River Valley Water Supply Project (RRVWSP) flow needs.
- In addition to conveyance of RRVWSP water, a channel intended to be constructed in 2018 will serve as storm water drainage for Grayland Addition and other future developments.
- The Water Utility and Engineering Department have been working on land agreements on both the north and south side of the drainage ditch to the west of 63<sup>rd</sup> Street South. An agreement with Grayland Addition is ready for City Commission approval. An agreement with the north-side property owner is nearing completion. Both agreements will need to be in place prior to 2018 construction.
- Some of the permitting for the 3 phases of the project may take up to a year or more.

This conveyance project is viewed as critical to the Water Utility and regional water customers. Water supply for the City of Fargo and regional customers is dependent on flow in the two rivers: Red River and Sheyenne River. The proposed conveyance method through Drain 27 would allow the summer water demands to be met using the Sheyenne River in the short-term and prepare for RRVWSP water in the future.

### Financial Considerations

The use of a channel to convey Sheyenne River water to Drain 27 is a lower cost compared to constructing another pipeline to the Water Treatment Plant. This is beneficial to rate payers and tax payers served by the Fargo Water System. Funding for the Purchase Agreement is recommended to be paid with Fund 450 (Infrastructure Sales Tax). The overall channel project is a line item in the approved 2018 budget for the Water Utility.

### **SUGGESTED MOTION:**

Approve Purchase Agreement between the City of Fargo and Grayland Holding Company, LCC in the amount of \$46,662.

Your consideration in this matter is greatly appreciated.

**PURCHASE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 4<sup>th</sup> of December, 2017, by and between Grayland Holding Company, LLC, a North Dakota Limited Liability Company, hereinafter called "Grayland" or "Seller", and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter called "Buyer" or "City".

**WHEREAS**, Grayland intends to acquire, pursuant to an agreement between Grayland and the West Fargo Public School District No. 6 ("West Fargo"), property to be platted as follows:

Lot 1, Block 3, Grayland First Addition, City of Fargo, County of Cass, State of North Dakota (hereinafter "Drain Lot").

Such property is identified on the Preliminary Plat, hereinafter "Preliminary Plat," attached hereto as "Exhibit A"; and

**WHEREAS**, the City desires to purchase such Drain Lot in order to construct drain improvements; and

**WHEREAS**, Grayland desires to convey all interest it may secure in the Drain Lot, subject to the contingencies stated herein; and

**WHEREAS**, Grayland's obligation to convey the Drain Lot is in exchange for remuneration and a release of an existing easement, attached hereto as "Exhibit B";

**WHEREAS**, the City and Grayland have negotiated fair and just compensation for the interests described herein; and

**WHEREAS**, upon the terms and conditions of this Agreement, Grayland has agreed to grant the foregoing interests in the Drain Lot to the City.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements of the parties, it is hereby agreed as follows:



1. **Sale of Property.** Grayland agrees to sell, convey, assign, transfer and deliver to City, and City agrees to purchase, acquire and take from Grayland the Drain Lot, together with all hereditaments and appurtenances belonging or in any way connected thereto, as shown in the attached Preliminary Plat.

2. **Purchase Price.** As and for the purchase price, the City shall pay to Grayland the total sum of Forty Six Thousand Six Hundred Sixty Two Dollars (\$46,662) which shall be allocated as follows:

Drain Lot Acquisition- \$42,162.00; and

Administrative Costs - \$4,500.

The Purchase Price shall be payable upon execution of a Warranty Deed from Grayland to City, at the time of closing in accordance with the terms of this Agreement.

3. **Contingencies of Sale.** The parties' obligations under this Agreement are contingent upon the following transactions occurring:

A. Grayland shall proceed with the platting Grayland First Addition, such platting to be completed within 120 days from the effective date of this Agreement.

B. Grayland shall complete the acquisition of the property from West Fargo.

Said contingencies shall be for the benefit of both Grayland and City, and either party may exercise its right to terminate this agreement if said contingencies have not been satisfied, in the reasonable determination of the parties, on or before April 15, 2018 ("Contingency Deadline"). Grayland shall exercise due diligence and shall act in good faith in attempting to fulfill each of the Contingencies during the Contingency Period. Grayland shall provide City regular updates on the status of the contingencies on a monthly basis, and City shall reasonably cooperate with Grayland to accomplish the platting process.

C. City shall release the Easement (Recorded as Document #452468), upon receipt of clear title to the Drain Lot from Grayland.

4. **Mortgages, Liens and Encumbrances.** Grayland represents that the Property will be free and clear of all mortgages, liens or other encumbrances except for the rights of tenants who are presently farming the land.

5. **Abstract.** Grayland shall furnish City an abstract of title to the subject property continued to a recent date. Said abstract must show good and marketable title in Grayland free and clear of all liens and encumbrances (other than those that will be handled at closing).

6. **Title Examination.** City wishes to take title as follows: The City of Fargo, North Dakota, a municipal corporation. City shall have thirty (30) days from the date the abstract(s) of title are delivered in which to secure such opinion of title, title insurance, or other title assurances, as it deems appropriate for its protection. City shall provide Grayland with written notice of any objections to title within fifteen (15) days from delivery of the abstracts of title. If for any reason Grayland cannot deliver marketable title at Closing as required by this option, City may elect to (a) accept the Drain Lot with title as it is; (b) refuse to accept the Drain Lot, in which case the Easement shall not be released.

7. **Closing.** Closing shall take place as soon as reasonably possible after the closing of the transaction between Grayland and West Fargo, but not later than the Contingency Deadline stated in this Agreement.

8. **Taxes.** The taxes and installments of special assessments, if any, for the year of closing allocated to the Drain Lot shall be prorated between the parties to the date of Closing. Prior year taxes and assessments must be paid by Seller in advance of closing.

9. **Platting**. The proposed plat shall be submitted by the Seller to the City of Fargo as soon as possible, but not later than will allow sufficient time to close the sale of the property to Grayland, and reasonably prepare the sale of the Drain Lot to City, within City's discretion.

10. **Easement Release**. City agrees to release the Easement (Doc. #452468) as soon as practicable following the recordation of a Warranty Deed to the City for the Drain Lot, at which time the easement purpose will no longer be needed.

11. **Unsatisfied Contingencies**. In the event any contingency herein is not met, the non-responsible party may (1) Elect to accept the revised schedule (waive the time contingency); or (2) by written notice within two (2) days after the Contingency Deadline, terminate this Agreement.

12. **Expenses and Brokerage Fees**. Except as specifically outlined in this Agreement, each of the parties shall pay all its own costs and expenses incurred or to be incurred by it in negotiation and preparation of this Agreement and in closing and carrying out the transaction contemplated by this Agreement. Grayland discloses that its President, Ben Saucke, is a licensed real estate broker in ND & MN.

13. **Headings**. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

14. **Modifications and Waiver**. This Agreement and exhibits attached hereto constitute the entire agreement between the parties pertaining to the subject matter of this Agreement, supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, and shall be binding on the parties, their successors and assigns. No supplement, modification, or amendment of this Agreement shall be binding unless executed

in writing by all parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

15. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed binding upon the parties.

16. **Notice.** Except as may otherwise be specifically provided in this Agreement, all notices required hereunder, shall be given to the parties at the following addresses, by certified mail, return receipt requested:

Grayland Holding Company, LLC  
Attn: Ben Saucke  
4610 Amber Valley Parkway South, Suite E  
Fargo, ND 58103

City of Fargo  
200 – 3<sup>rd</sup> Street North  
Fargo, ND 58102

Any notice given under this Agreement shall be deemed effective upon placement in the United States Mail, postage prepaid, or when actually received by the party to whom it is addressed, whether by telefax, personal delivery or otherwise.

17. **Law.** This Agreement shall be construed under and in accordance with the laws of State of North Dakota.

18. **Time of the Essence.** Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

19. **Third Parties.** There are no third-party beneficiaries of this Agreement and no third-party may acquire any rights or incur any liabilities hereunder.

20. **Recitals.** The Recitals shall be deemed part of this Agreement.

21. **Attorney Fees.** It is understood and agreed that as part of this purchase, each of the parties shall pay their own attorney's fees.

DATED this 4 day of December, 2017.

**SELLER:**

Grayland Holding Company, LLC

By: Ben Saucke  
Ben Saucke, President

**BUYER:**

City of Fargo, a North Dakota  
municipal corporation

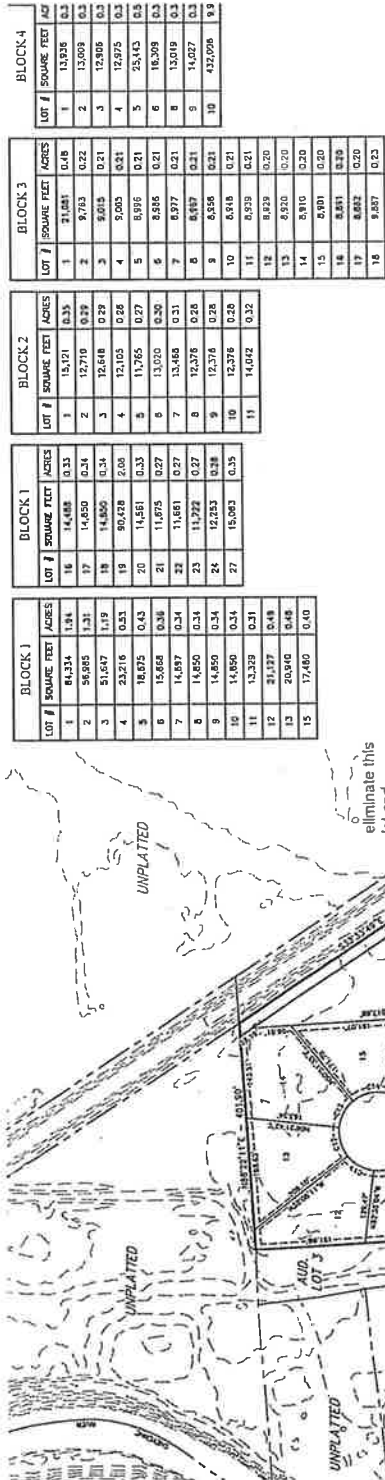
By: \_\_\_\_\_  
Timothy J. Mahoney, Mayor

**ATTEST:**

\_\_\_\_\_  
Steve Sprague, Auditor

Exhibit "A"

PRELIMINARY PLAT  
**GRAYLAND FIRST ADDITION**  
 PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 138 NORTH, RANGE 49 WEST  
 CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



BLOCK 1		
LOT #	SQUARE FEET	ACRES
1	84,334	1.91
2	56,865	1.31
3	51,647	1.19
4	23,216	0.53
5	18,875	0.43
6	15,858	0.36
7	14,897	0.34
8	14,850	0.34
9	14,850	0.34
10	14,850	0.34
11	13,329	0.31
12	21,127	0.48
13	20,940	0.48
15	17,480	0.40

BLOCK 2		
LOT #	SQUARE FEET	ACRES
1	15,721	0.36
2	12,710	0.29
3	12,648	0.29
4	12,165	0.28
5	11,765	0.27
6	13,020	0.30
7	13,465	0.31
8	12,376	0.28
9	12,376	0.28
10	12,376	0.28
11	14,042	0.32

BLOCK 3		
LOT #	SQUARE FEET	ACRES
1	21,681	0.48
2	9,753	0.22
3	9,015	0.21
4	9,005	0.21
5	8,916	0.21
6	8,245	0.21
7	8,977	0.21
8	8,959	0.21
9	8,558	0.20
10	8,516	0.20
11	8,919	0.21
12	8,829	0.20
13	8,210	0.20
14	8,910	0.20
15	8,901	0.20
16	8,811	0.20
17	8,882	0.20
18	9,887	0.23

BLOCK 4		
LOT #	SQUARE FEET	ACRES
1	13,518	0.31
2	13,503	0.31
3	12,806	0.29
4	12,875	0.29
5	25,443	0.58
6	18,209	0.42
7	13,019	0.30
8	14,027	0.32
9	14,027	0.32
10	13,200	0.30



65.

Harold A. Rustad and Mabel B. Rustad, a/k/a Harold Alvin Rustad and Mabel B. Rustad, husband and wife  
To  
City of Fargo, North Dakota, a municipal corporation

#452468

EASEMENT \$1.00 and other valuable consideration  
Dated October 4, 1971  
Filed Oct. 14, 1971, at 2:21 P.M.  
Book "P-5" of Misc., Page 552

\*\* hereby grant \*\* a permanent and perpetual easement over, upon and in the land hereinafter described, for the purpose of disposing of spoil from the Sheyenne Diversion Channel to be constructed between easements granted herein, said land being situated in the Northwest Quarter of Section 5, Township 138 North, Range 49 West, described as follows, to-wit:

Two fifty foot strips, one on either side of a strip of land 70 feet wide lying 35 feet on either side of a center line described as follows: Commencing at the Northwest corner of said Section; thence East along the North line of said Section a distance of 700 feet; thence on a deflection angle of 59°10' to the right a distance of 596.76 feet, more or less to the point of beginning; thence continuing a distance of 419.84 feet, more or less; thence on a deflection angle of 59°49'09" to the left a distance of 1393.95 feet, more or less to a point on the east line of the NW¼ of said Section \*\*

Acknowledged October 4, 1971, by Harold A. Rustad and Mabel B. Rustad, a/k/a Harold Alvin Rustad and Mabel B. Rustad, before Wayne O. Solberg, Notary Public, Cass County, North Dakota (Notarial Seal) Commission expires 11/25/72.

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REPORT OF ACTION  
**UTILITY COMMITTEE**

391

Project No. NA Type: SRF Loan Resolution for Water Utility Infrastructure  
 Location: Water Treatment Plant  
 Date of Hearing: 12/14/17

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/18/17</u>
Project File	<u>                  </u>


Troy Hall, Water Utility Director, presented the attached memo related to a resolution to submit a State Revolving Fund (SRF) loan application to the State of North Dakota. If approved, the SRF loan will fund several Water Utility infrastructure projects, including Drain 27 Conveyance Improvements, a new downtown water tower, regionalization capacity improvements, and Facility Plan Phase 2 improvements at the existing water treatment plant. All of these improvements are on the 20-year Capital Improvement (CIP) for the Water Utility and listed as SRF funded projects. All project are scheduled for construction within the next 5-6 years. The total loan amount that will be requested in the SRF application is \$24 million.

**MOTION:**

On a motion by Jim Hausauer, seconded by Terry Ludlum, the Utility Committee voted to approve the resolution to submit an SRF loan application.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>    X    </u>
				<u>    Proxy    </u>
Anthony Gehrig, City Commissioner	<u>    X    </u>			
Mark Bittner, Director of Engineering	<u>    X    </u>			
Kent Costin, Director of Finance	<u>    X    </u>			
Brian Ward, Water Plant Supt.	<u>    X    </u>			
Don Tucker, Wastewater Plant Supt.				
Bruce Grubb, City Administrator	<u>    X    </u>			
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Director	<u>    X    </u>			
James Hausauer, Wastewater Util. Director	<u>    X    </u>			
Troy Hall, Water Utility Director	<u>    X    </u>			
Ben Dow, Public Works Operations Director	<u>    X    </u>			

ATTEST:

  
\_\_\_\_\_  
Troy B. Hall  
Water Utility Director

C: Tim Mahoney, Mayor  
 Commissioner Strand  
 Commissioner Piepkorn  
 Commissioner Grindberg



Fargo Water Treatment Plant  
 435 14th Avenue South  
 Fargo, North Dakota 58103  
 Phone (701) 241-1469  
 FAX (701) 241-8110

**MEMORANDUM**  
 December 11, 2017

**To:** Utility Committee

**From:** Troy B. Hall, Water Utility Director *TBH*

**Re:** SRF Loan Application – Fargo Water Supply and Treatment Improvements

A 20-year Capital Improvement Plan (CIP) was submitted with the 2018 budget for the Water Utility. In the CIP, there are several projects identified to be funded through the federal State Revolving Fund (SRF) program. Currently, there is a project called 'Drain 27 Conveyance Improvements' that is in the 2018 budget as an SRF project. The first phase of this project is scheduled for construction in 2018. The SRF loan terms are favorable at this time with 1.5% interest and there are several Water Utility projects listed as SRF in the next 5 years. At this time, Water Utility staff is recommending an SRF loan resolution and application to fund these projects. Pooling a number of the projects together will reduce the number of loans that are needed to be administered by the City of Fargo and the North Dakota Department of Health (NDDH).



**New Downtown Water Tower listed for funding in 20-year CIP with SRF loan program.**

From a cash flow perspective in the Water Utility, a goal of this SRF loan application is to result in no significant impact to the total annual debt service compared to before the existing Water Treatment Plant (WTP) was paid off and prior to a transmission line being re-amortized to reduce the annual payment. The following table shows a comparison:

Pre-2016 Budget	
Existing WTP Payment	\$4,000,000
Source of Transmission Line Payment	\$2,212,726
Total	\$6,212,726
Beyond 2018	
MWTP Payment	\$4,350,000
Re-amortized Source of Transmission Line Payment	\$758,000
Pooled SRF Loan Payment (Recommended)	\$1,070,000
Total	\$6,178,000

Key factors in determining the SRF loan amount are as follows:

- Current SRF interest rate is very low at 1.5% plus 0.5% administrative fee (2.0% total).
- Existing WTP was paid off in 2016 eliminating an annual debt payment of \$4.0 million.
- The Membrane Water Treatment Plant annual debt service is estimated at \$4.35 million.
- Due to higher interest rates, the Utility Committee approved closing loan capacity in Ground Storage Reservoir (GSR) transmission line loan (\$15.2 million). This project was constructed at \$15.2 million below the estimated cost.
- The GSR loan was re-amortized from an annual payment of about \$2.21 million to a new payment of \$0.76 million.
- A new loan application has been prepared requesting a new loan amount of \$24 million. The annual debt service payment would then be \$1.07 million.
- Interest-only (plus Admin Fee) is paid on funds borrowed until project is complete. Then, full principal plus interest is paid under 30-year term.
- The next generation will help pay for the infrastructure being currently built. This is reasonable because the existing WTP (paid off) and other infrastructure will serve future generations.
- Projects intended to be funded through this loan include:
  - Downtown Water Tower: \$6.9 million
  - Ozone Improvements (existing WTP): \$4.25 million
  - Drain 27 Conveyance Improvements: \$5.7 million
  - Miscellaneous Regionalization: \$3.2 million
  - WTP Phase 2 Improvements: \$3.9 million

### Financial Considerations

Annual debt service for the SRF loan with the recommended pooled projects will be paid through both Fund 450 (Infrastructure Sales Tax) and water rates (Fund 501). The end result will be the total annual debt service payments for the Water Utility similar to payments prior to the existing WTP loan being paid-in-full. The annual interest rates are favorable at 1.5% plus administrative fee of 0.5% (2.0% total). The proposed SRF loan will be a 30-year term.

**SUGGESTED MOTION:**

Approve resolution and submittal of loan application to the State Revolving Fund program administered by the North Dakota Department of Health in the amount of \$24 million.

Your consideration in this matter is greatly appreciated.

## Fargo Water Supply and Treatment Improvements Project

12/11/17

### Project Summary

Project	Project Cost	Start Year
Downtown Tower	6,900,000	2019
Ozone Improvements	4,250,000	2019
Drain 27 Conveyance Improvements	5,700,000	2018
Miscellaneous Regionalization*	3,200,000	2019
WTP Phase 2 Improvements**	3,900,000	2018
Total	23,950,000	

\*Includes high service pump station expansion and third West Fargo booster station.

\*\*Includes a variety of improvements to the WTP identified in the Phase 2 Facility Plan.

### Assumed Annual Outlay

Project	2018	2019	2020	2021	2022
Downtown Tower	690,000	5,520,000	690,000		
Ozone Improvements	425,000	3,400,000	425,000		
Drain 27 Improvements	1,700,000	2,000,000	2,000,000		
Miscellaneous Regionalization	320,000	2,560,000	320,000		
WTP Phase 2 Improvements	975,000	975,000	975,000	975,000	
<b>Total</b>	<b>4,110,000</b>	<b>14,455,000</b>	<b>4,410,000</b>	<b>975,000</b>	

### Assumed Financing

- 30 years
- 2.0%
- Interest Only until 2021
- Principal starting in 2022
- Combined Annual Outlay:

2018	2019	2020	2021	2022
82,200	371,300	459,500	479,000	1,069,366

### Transmission Line

- Original Loan Payment: \$2,205,000
- New Loan Payment: \$758,000
- Annual Savings to Utility: \$1,447,000

**RESOLUTION OF GOVERNING BODY OF APPLICANT**  
(Suggested Format)

**RESOLUTION NO.** \_\_\_\_\_

Resolution authorizing filing of application with the North Dakota Department of Health for a Loan under the Clean Water Act.

WHEREAS, under the terms of the Clean Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects:

Now, Therefore, BE IT RESOLVED Fargo City Commission  
(Governing Body of Applicant)

1. That Troy Hall, Water Utility Director be and is hereby authorized to execute  
(Designate Official)  
and file an application on behalf of the City of Fargo, North Dakota with the North  
(Legal Name of Applicant)

Dakota Department of Health for a loan to aid in the construction of:

Fargo Water Supply and Treatment Improvements

(Brief Project Description)

2. That Troy Hall, Water Utility Director \_\_\_\_\_, be and is  
(Name of Authorized Representative) (Title)  
hereby authorized and directed to furnish such information as the North Dakota Department of Health may reasonably request in connection with the application which is herein authorized to be filed, to sign all necessary documents, and, on behalf of city, to accept loan offer and receive payment of loan funds.

**CERTIFICATE OF RECORDING OFFICER**

The undersigned duly qualified and acting City Auditor \_\_\_\_\_ of the  
(Title of Officer)  
City of Fargo, North Dakota does hereby certify:  
(Legal Name of Applicant)

That the attached resolution is a true and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Health, as regularly adopted at a legally convened meeting of the Fargo City Commission duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)  
If applicant has  
an official seal,  
impress here.

\_\_\_\_\_  
(Signature of Recording Officer)  
City Auditor  
\_\_\_\_\_  
(Title of Recording Officer)

REPORT OF ACTION  
**UTILITY COMMITTEE**

(40)

Project No. WA1301

Type: Project WA1301 Sole Source  
Ammonia Feed Equipment

Location: Water Treatment Plant

Date of Hearing: 12/14/17

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/18/17</u>
Project File	<u>                    </u>

Troy Hall, Water Utility Director, presented the attached memorandum related to sole sourcing the ammonia feed equipment for the Project WA1301, Membrane Water Treatment Plant (MWTP). This equipment is a required installation for startup of the MWTP by the North Dakota Department of Health because it relates to water disinfection credit to EPA standards. The ammonia feed equipment was removed from the contractor scope for the 2<sup>nd</sup> bid of the MWTP as part of the rebid strategy. The rebid resulted in a \$13.3 million reduction in the bid price compared to the first bid. If this sole source is approved, water plant maintenance staff will likely install the new ammonia equipment. The basis for sole sourcing this equipment is cost of ownership (lifecycle cost), more current technology, simplicity of maintenance, parts availability, and parts cost. Two proposals were received for the ammonia equipment. The other proposal was lower cost, but the equipment did not meet performance criteria for all ammonia feed locations. These locations cannot be tested in the MWTP because the plant is still under construction.

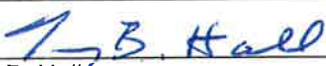
Water Utility staff requests that the ammonia feed equipment be paid with cash through Fund 450 (Infrastructure Sales Tax), but coded to Project WA1708.

**MOTION:**

On a motion by Ben Dow, seconded by Bruce Grubb, the Utility Committee voted to approve the sole source of ammonia feed equipment with Treatment Resources, Inc. in the amount of \$139,899.15.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>	<u>X</u>
					<u>Proxy</u>
Anthony Gehrig, City Commissioner		X			
Mark Bittner, Director of Engineering		X			
Kent Costin, Director of Finance		X			
Brian Ward, Water Plant Supt.		X			
Don Tucker, Wastewater Plant Supt.					
Bruce Grubb, City Administrator		X			
Scott Liudahl, City Forester					
Terry Ludlum, Solid Waste Utility Director		X			
James Hausauer, Wastewater Util. Director		X			
Troy Hall, Water Utility Director		X			
Ben Dow, Public Works Operations Director		X			

ATTEST:

  
 \_\_\_\_\_  
 Troy B. Hall  
 Water Utility Director

C: Tim Mahoney, Mayor  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Grindberg

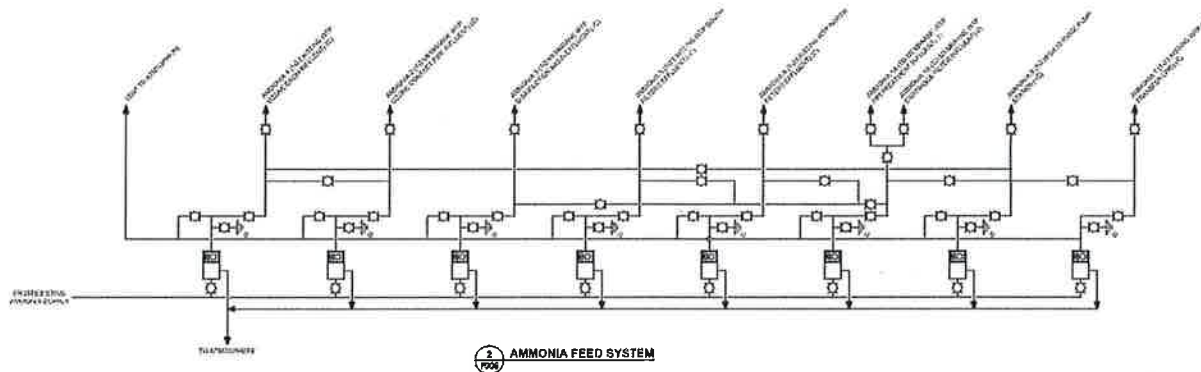


Fargo Water Treatment Plant  
 435 14th Avenue South  
 Fargo, North Dakota 58103  
 Phone (701) 241-1469  
 FAX (701) 241-8110

**MEMORANDUM**  
 December 11, 2017

**To:** Utility Committee  
**From:** Troy B. Hall, Water Utility Director *TBH*  
**Re:** Sole Source Ammonia Feed Equipment for Project WA1301

Water Utility staff is requesting a sole source for ammonia feed equipment for the redesign of the ammonia feed system under the Membrane Water Treatment Plant (MWTP) project. Ammonia feed equipment installation is required prior to full startup of the MWTP because ammonia is part of the disinfection approach to meeting EPA standards (see attached letter from the North Dakota Department of Health). Chlorine and ammonia feed equipment were removed from the 2<sup>nd</sup> bid of the MWTP to help improve equipment pricing with vendors that carry many lines of water system equipment for multiple water treatment and distribution areas. The rebid of the MWTP resulted in a \$13.3 million reduction in bid price, but the equipment cost reduction was only part of the strategy that reduced the bid price. The building foundation saved \$5 million.



**Schematic Design of Ammonia Feed System that will serve both the Membrane Water Treatment Plant and Existing Water Treatment Plant.**

The Fargo WTP uses a pressure ammonia feed system instead of the more typical vacuum/eductor system. There are limited manufactures of ammonia feed equipment that have regional sales representatives and technical support. The recommended ammonia feed equipment is from De Nora (Capital Controls). The local vendor for this equipment is Treatment Resources, Inc. out the Twin Cities. The basis for sole sourcing this equipment is probability of successful operation/startup, cost of ownership (lifecycle cost), more current technology, simplicity of maintenance, parts availability, and parts cost.



Two proposals were received for this equipment; the costs are as follows:

- **Hawkins Water Treatment Group: \$98,959.00**
- **Treatment Resources, Inc.: \$139,899.15**

The proposals are attached to this agenda item. While cost is lower for the Hawkins proposal, Water Utility staff believes the risk of performance issues outweighs the cost difference on such a large project as the MWTP (see attached Qigang Chang email). Some concerns with the Hydro Instruments ammonia feed equipment in the Hawkins proposal are as follows:

- **Maximum Backpressures Exceed Feeder Design:** Two ammonia feed locations in the MWTP exceed the maximum design discharge backpressure for the Hydro Instruments feeders. Since the MWTP is still under construction, there will be no opportunity to test the worst case feed location in the MWTP.
- **Reverse Osmosis Element Protection:** One of the locations in the MWTP that exceeds the maximum backpressure for the Hydro Instruments is the Cartridge Filter Influent. Ammonia feed at this location is critical for protection of the Reverse Osmosis (RO) elements from free chlorine. A performance failure of this ammonia feed location may inadvertently subject the RO elements to free chlorine. This may damage RO elements to the point replacement is required.
- **Lack of Installations:** Hydro Instruments has no installations similar in size to the Fargo WTP. Hydro Instruments has focused product development and market sales on the vacuum ammonia feed system rather than pressure systems like Fargo WTP has.
- **Equipment Uniformity:** Due to the concerns listed above, ammonia feeders from Hydro Instruments are suspect in some locations and may need another solution. The ammonia feeders from De Nora (Capital Controls) can meet all ammonia conditions for the treatment facility. Water Utility staff prefers to have common equipment where possible from a maintenance, spare parts, and operations perspective.
- **Project Needs & Timeline:** The ammonia system needs to be in place and operational for startup of the MWTP, which will begin late-winter/early spring. The ammonia feed equipment needs to be operational and equipment with performance uncertainty shouldn't be in a testing phase at that time.

Water Utility staff is requesting sole source funding with Treatment Resources, Inc. for \$139,899.15 for the ammonia feed equipment. There may be minor adjustments after completing submittal review that may adjust cost slightly. Infrastructure Sales Tax (Fund 450) would be the funding source for this equipment.

### **Ammonia Feed Equipment Installation**

The ammonia feed equipment is intended be installed by WTP maintenance personnel. This will reduce the cost of equipment installation for ammonia feeders. Two past examples of project cost savings attributed to WTP maintenance staff installation are Water Tower Mixers (\$67,500 estimated cost savings) and Sheyenne Pipeline Air Relief Replacement (\$47,740 estimated cost savings). For some of the installation work, contractors may be hired for specialty tasks that WTP personnel are not comfortable with from a safety perspective or other reasons.

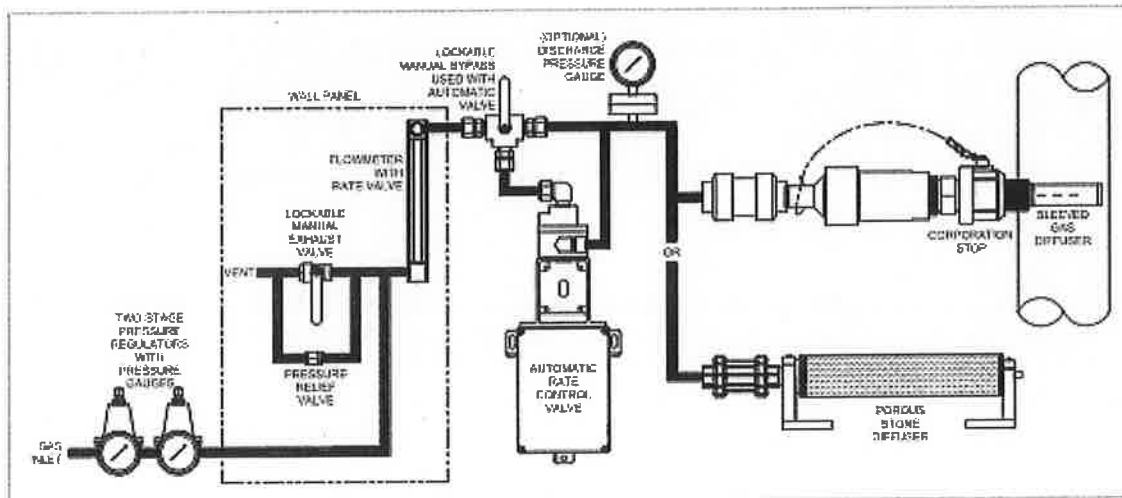


Figure 1 - Typical Installation

**Typical installation of an Automatic Rate Control Valve from De Nora (Capital Controls).**

**Financial Considerations**

The MWTP project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan administered by the North Dakota Public Finance Authority (PFA) and North Dakota Department of Health (NDDH). The \$30 million in grant funding from the SWC has all been received by the City of Fargo for the MWTP project.

Water Utility staff requests that the chlorine feed equipment be paid with cash through Fund 450, but coded to Project WA1708. This project code has been set up for cash funded items. For 2017, Fund 450 has been sporadic in the fund balance. However, the MWTP project is approaching completion and the fund balance should recover in late-2018. SRF guidelines need pricing from three manufactures, but Water Utility staff suggests that it is not in the financial best interest of the City of Fargo to get three quotes for this equipment. This suggestion is based on 20 years of maintenance experience with the existing ammonia equipment.

**SUGGESTED MOTION:**

Approve sole source of De Nora ammonia feed equipment from Treatment Resources, Inc. in the amount of \$139,899.15 to be paid with Fund 450.

Your consideration in this matter is greatly appreciated.



**NORTH DAKOTA**  
DEPARTMENT of HEALTH

ENVIRONMENTAL HEALTH SECTION  
Gold Seal Center, 918 E. Divide Ave.  
Bismarck, ND 58501-1947  
701.328.5200 (fax)  
www.ndhealth.gov



February 17, 2015

Brian R. Bergantine, P.E.  
Advanced Engineering and Environmental Services, Inc.  
3101 Frontage Rd. S.  
Moorhead, MN 56560

Re: Fargo Membrane Water Treatment Plant and Improvements  
DWSRF Project No. 0900336-03  
City Project No. WA1301 / AE<sub>2</sub>S Project No. P00803-2009-25  
And Addenda Numbers 1, 2 and 3  
Fargo, North Dakota

Dear Mr. Bergantine:

This concerns the plans and specifications for the above-referenced project. The project includes a new membrane water treatment plant (WTP) and improvements to the existing WTP. The membrane WTP has a capacity of 15 million gallons per day (MGD) and includes pretreatment, microfiltration/ultrafiltration (MF/UF), reverse osmosis (RO), and taste and odor control utilizing ozone and granular activated carbon (GAC).

We have reviewed and are hereby approving the plans and specifications, including Addenda Nos. 1, 2 and 3, for the project. The following requirements apply to the new membrane water treatment plant:

- Membrane filtration is considered an alternate treatment technology for treatment of surface water under the Safe Drinking Water Act (SDWA). States are allowed to accept alternate treatment technologies for treatment of surface water if sufficient information exists to verify that required treatment objectives can be achieved. To satisfy surface water treatment requirements under the SDWA, the membrane WTP shall achieve 2-log, 3-log, and 4-log removal/inactivation of Cryptosporidium, Giardia, and viruses, respectively.
- We have reviewed the following information pertaining to the proposed ZeeWeed 1000 V4 ultrafiltration membrane: California Department of Public Health Conditional Acceptance Testing (December 2010) and GE Water and Process Technologies Pilot Study (November 2012). Based on this information and EPA's Filtration Guidance Manual (November 2005), we will grant the following removal credits: 4-log for Cryptosporidium and Giardia; and 0.5-log viruses. To receive these removal credits,

Environmental Health  
Section Chief's Office  
701.328.5150

Division of  
Air Quality  
701.328.5188

Division of  
Municipal Facilities  
701.328.5211

Division of  
Waste Management  
701.328.5166

Division of  
Water Quality  
701.328.5210

the membranes shall be operated within the following limits: the operating flux shall not exceed 60 gallons/square foot/day (gfd) and the operating transmembrane pressure (TMP) shall be limited to the maximum design TMP of 13 psi or less.

- The integrity of each membrane unit shall be verified on an ongoing basis as set forth below:
  1. A Comprehensive Integrity Verification Program (CIVP) must be developed as outlined in the EPA's Filtration Guidance Manual. The CIVP must fully address, among other things, both indirect and direct integrity testing. The CIVP must be submitted to us at least 30 days prior to plant start up.
  2. Continuous indirect integrity testing must be conducted (continuous testing is defined as a reading taken every 15 min or less). If turbidity is used as the method for indirect testing, the upper control limit (UCL) must be 0.15 NTU. If particle counting is used, the UCL must be determined in the CIVP. Please note that a direct integrity test must be performed if the UCL is exceeded.
  3. Direct integrity testing must be performed once each day, with the operator present, during the first 10-15 minutes after each membrane unit is placed back into service, at plant start up, and after any cleaning or routine/emergency maintenance. The direct integrity test must be responsive to an integrity breach of 3  $\mu$ m (micrometers) diameter with the membranes fully wet. Also, direct integrity test must be capable of verifying a log removal value of greater than 4 for *Cryptosporidium*. A membrane unit not exceeding this log removal must be removed from service and not returned to service until necessary repairs/maintenance are completed and follow-up testing verifies acceptable performance.
- A monthly operations report for the membrane WTP shall be submitted to us within 10 days of the end of each month of operation. Enclosed is the NDDH Membrane Filtration Implementation Manual (September 2006). Recording forms with filling instructions will be provided later.
- Disinfection of the membrane WTP treated water will be accomplished using chlorine gas for primary disinfection, and anhydrous ammonia to form chloramines for secondary disinfection in the distribution system. To satisfy the overall removal/inactivation requirements under the SDWA, the proposed chlorine disinfection shall achieve at least 3.5-log inactivation of viruses.
- Disinfection profiling and benchmarking shall be conducted for the membrane WTP once it is put into service. Please be reminded that an updated profile and benchmark may be required as a prerequisite to evaluate subsequent (future) disinfection changes.

Brian R. Bergantine, P.E.

- 3 -


February 17, 2015

- Chlorine and ammonia feed equipment for the membrane WTP, planned as a separate project, shall be installed prior to operation of the membrane WTP.
- Monthly bromide and bromate monitoring shall be conducted for the membrane WTP for a period of one year once ozonation for taste and odor control is initiated. Such monitoring may be reduced to quarterly based on the initial monthly monitoring results.

Membrane filtration, in addition to being an alternate technology, is technology new to Fargo WTP. Therefore, to ensure that treatment objectives can be consistently achieved and maintained, it is critical that the WTP staff receives sufficient training prior to plant start up to become integrally familiar with all pertinent and required operation and maintenance, monitoring, and reporting aspects. It is also critical that the WTP staff receives and becomes integrally familiar with all operation and maintenance manuals, the NDDH Membrane Filtration Implementation Manual, and the CVP in advance of plant startup.

Please contact Hristo Papalichev at 701.328.5223 or Mike Trythall at 701.328.5269 if you have any questions concerning this matter.

Sincerely,



D. Wayne Kern, P.E.  
Director  
Division of Municipal Facilities

DWK:hap:dgg  
xc: Steve Sprague, City Auditor, Fargo  
Troy Hall, Water Utility Director  
Mark Peterson, Fargo WTP  
Bruce Grubb, Fargo WTP  
Fargo Cass Public Health  
Greg Wavra, NDDH  
Mike Trythall, NDDH  
Lydia Fewless, NDDH

Mon 12/11/2017 1:42 PM

Qigang Chang <Qigang.Chang@AE25.com>

To: Troy Hall

Hydro Ammonia Feeders: Conversations.pdf  
24 KB

Action Items

+ Get more app

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Hi, Troy

Per our last Friday conversations, here are a few items for you to consider regarding Hydro Pressurized Ammonia Feeders:

- Ammonia feed locations pressures.** The table below summarizes the estimated maximum back pressures for each individual ammonia feeder point at your two plants. You can see, a few locations can potentially exceed the max pressure Hydro Ammonia Feeder can handle, which could be a concern in future.
- No opportunity to test Hydro Ammonia Feeders.** We met with Hawkins and Hydro group on September 28, 2017 and they agreed to provide a demo pressure ammonia feeder to evaluate the feasibility. Unfortunately, we received the feeder panel on November 30, 2017 and still waiting on some ancillary parts. The delivery schedule eliminated the opportunity to test Hydro Pressurized Ammonia Feeder prior to the review of their proposal.
- Lacking of installation.** Hydro hasn't installed their pressurized ammonia feeders in many WTPs with similar size as Fargo WTP. At the point, we are unsure whether Hydro pressurized ammonia feeder will work at Fargo WTP or not. Please see attached conversations with Hawkins.

No.	Tag No.	Application	Feed point	Capacity (ppd)	Feeding Mode	Location	Calculated Max Feed Rate (ppd)	Design Back Pressure (psi)
1	CF-402	Secondary Disinfection	7: 42" transfer line	500	Continuous	Softening WTP	414	10
2	CF-403	Secondary Disinfection	8: High Services	500	Intermittent	Softening WTP	316	10
3	CF-430	Bromate control	4: Ozone basin influent	100	Intermittent	Softening WTP	67	10
4	CF-431	Secondary Disinfection	6: North Filter effluent	200	Continuous	Softening WTP	67	10
5	CF-432	Secondary Disinfection	5: South Filter effluent	200	Continuous	Softening WTP	207	10
6	CF-433	Maintenance Disinfection	1A: Pretreatment influent 1B: Cartridge Filter Influent	300	Intermittent	Membrane WTP	272	25
7	CF-434	Bromate control	2: Ozone contact pipe influent	100	Intermittent	Membrane WTP	33	32
8	CF-435	Secondary Disinfection	3: Chlorine disinfection basin effluent	200	Continuous	Membrane WTP	167	15



Treatment Resources, Inc.  
11670 Fountains Drive  
Mpls, MN 55369  
Phone 651/702-2692  
Fax 763/420-9824

Dave Buchholz  
Fargo Water Treatment Plant  
435 14th Avenue South  
Fargo,ND 58103  
Phone: (701) 476-6704  
Email: dbuchholz@fargond.gov

Date: December 1, 2017  
Quotation: P-62773  
Project: Fargo, ND Ammonia Pressure

---

## QUOTATION

---

Treatment Resources Inc. (TRI) is pleased to offer the following quotation for the above-referenced project based upon you spec.requirements. This quotation is limited to our scope of supply and clarifications and/or exclusions, as attached. Thank you for considering De Nora Water Technologies, Inc.

**TOTAL EX-WORKS EQUIPMENT PRICE: \$139,899.15 USD**

**Price is valid for 30 days and is expressly limited to and conditioned on Buyer's acceptance of the DNWT Terms and Conditions of sale, a copy of which is attached hereto and incorporated by reference as though fully set forth.**

Taxes: Prices are exclusive of any and all sales taxes  
Payment Terms: Net 30  
Shipment Terms: Ex Works Colmar PA, USA  
Shipping Weight: N/A

Shipment Lead Time: 6-8 weeks after acceptance of order and resolution of all technical data at Colmar, PA.

Should you have any questions or wish to discuss anything, please contact the undersigned.

**Treatment Resources Inc.**

BY William Vose

# 1 Commercial Clarifications and Exclusions

## A Clarifications

- A.1 If freight is included the freight quoted is valid for 30 days; freight is subject to change based on dimensions, weight, service level, carrier, fuel, security and size of applicable shipment.
- A.2 This bid is submitted subject to negotiation of mutually agreeable terms and conditions, including an apportioned indemnity, limit of liability and exclusion of consequential damages, as well as other terms and conditions affecting the parties' respective liabilities.

## B Exclusions

- B.1 Taxes, Fees, Licenses

# 2 Scope of Supply

## A Ammonia Equipment

### TAGS CF 430 & CF 434

- A.1 Pressure Gauge, 2-1/2 inch, 30 psig/200 KPa, Glycerine filled 316 SS case tube and socket, 1/4-inch bottom connection

Part Number: 16403-89

Quantity: (2) EA

Equipment Drawings or Literature:  
Vendor Catalog Cut

- A.2 Dual stage pressure reducing regulator set for mounting at the gas source. Provided with dual gauges for pressure indication. The regulator set reduces the supply source pressure to 50 PSIG (3.45 bar). The regulator stems are complete with through holes to allow the use of wire seals to prevent tampering.

- 3.5 - 600 PPD (70 g/h - 12 kg/h) capacity

Part Number: 21530

Quantity: (2) EA

Equipment Drawings or Literature:  
110D1021 Series WM2100 - Regulator - Assembly, 600 PPD (12 kg/h) Max

- A.3 Wall panel, NH3 pressure feeder, 2,000 PPD (36 kg/h) maximum capacity

- Vent line insect screen
- Lockable exhaust valve
- Pressure relief valve
- Rotameter, sized for 120 ppd (2.2 kg/h) capacity
- 1/4" NPT to 5/8" vent tubing connector
- 1/2" NPT PVC outlet connection
- compliance certification and test results provided

Part Number: WM2110A0501



Quantity: (2) EA

Equipment Drawings or Literature:

110.0010 Series WM2110 Positive Pressure Ammonia Feeder

110D1008 WM2110 Ammonia Gas Feeder, Manual Wall Panel, 3.5-300 PPD [.06-6.0 kg/h] Max

A.4 Chloromatic Valve Series 70AV2000 automatic gas control valve for pressurized ammonia service

- compact, self-contained, flow proportioning control valve
- auto/manual, dosage and manual rate adjust controls
- NEMA 3R enclosure
- 120 PPD (2.4 kg/h) maximum capacity
- full open and full closed alarm contacts
- retransmission of valve position
- 4-20 mA dc input signal
- 120 VAC, 50/60 Hz
- compliance certification and test results provided

Part Number: 70AV2 05 3 A 1 01

Quantity: (2) EA

Equipment Drawings or Literature:

110.0030 Series 70AV2000 Chloromatic Gas Control Valve for Pressurized Ammonia

110D1025 Chloromatic Pressure Ammonia Feed, 2000 PPD [36 kg/h] Max, Automatic Valve - Dimensions

110.3310 Wiring Diagram -Ammonia Gas Pressure Feeder Automatic Valve

A.5 Corporation stop diffuser, 3.5 - 300 PPD (70 g/h - 5.8 kg/h), 1" NPT sleeved diffuser with check valve, ammonia service

Part Number: 806F190U01

Quantity: (3) EA

Equipment Drawings or Literature:

110D1024 1 Inch Corp Stop, Ammonia Pressure, 3.5 - 300 PPD [.07 - 5.8 kg/h], Dimensions

**TAGS CF 431, CF 432, CF 435 & CF 433**

A.6 Pressure Gauge, 2-1/2 inch, 30 psig/200 KPa, glycerine filled 316 SS case tube and socket, 1/4-inch bottom connection

Part Number: 16403-89

Quantity: (4) EA

Equipment Drawings or Literature:

Vendor Catalog Cut

A.7 Dual stage pressure reducing regulator set for mounting at the gas source. Provided with dual gauges for pressure indication. The regulator set reduces the supply source pressure to 50 PSIG (3.45 bar). The regulator stems are complete with through holes to allow the use of wire seals to prevent tampering.

- 3.5 - 600 PPD (70 g/h - 12 kg/h) capacity

Part Number: 21530

Quantity: (4) EA

Equipment Drawings or Literature:

110D1021 Series WM2100 - Regulator - Assembly, 600 PPD (12 kg/h) Max

A.8 Wall panel, NH3 pressure feeder, 2,000 PPD (36 kg/h) maximum capacity

- Vent line insect screen
- Lockable exhaust valve
- Pressure relief valve
- Rotameter, sized for 300 PPD (6 kg/h) capacity
- 1/4" NPT to 5/8" vent tubing connector
- 1/2" NPT PVC outlet connection
- compliance certification and test results provided

Part Number: WM2110A0601

Quantity: (4) EA

Equipment Drawings or Literature:

110.0010 Series WM2110 Positive Pressure Ammonia Feeder

110D1008 WM2110 Ammonia Gas Feeder, Manual Wall Panel, 3.5-300 PPD [.06-6.0 kg/h] Max

A.9 Chloromatic Valve Series 70AV2000 automatic gas control valve for pressurized ammonia service

- compact, self-contained, flow proportioning control valve
- auto/manual, dosage and manual rate adjust controls
- NEMA 3R enclosure
- 300 PPD (6 kg/h) maximum capacity
- full open and full closed alarm contacts
- retransmission of valve position
- 4-20 mA<sub>dc</sub> input signal
- 120 VAC, 50/60 Hz
- compliance certification and test results provided

Part Number: 70AV2 06 3 A 1 01

Quantity: (4) EA

Equipment Drawings or Literature:

110.0030 Series 70AV2000 Chloromatic Gas Control Valve for Pressurized Ammonia

110D1025 Chloromatic Pressure Ammonia Feed, 2000 PPD [36 kg/h] Max, Automatic Valve - Dimensions

110.3310 Wiring Diagram -Ammonia Gas Pressure Feeder Automatic Valve

A.10 Corporation stop diffuser, 3.5 - 300 PPD (70 g/h - 5.8 kg/h), 1" NPT sleeved diffuser with check valve, ammonia service

Part Number: 806F190U01

Quantity: (4) EA

Equipment Drawings or Literature:

110D1024 1 Inch Corp Stop, Ammonia Pressure, 3.5 – 300 PPD [.07 – 5.8 kg/h], Dimensions

**TAGS CF 402 & CF 403**

A.11 Pressure Gauge, 2-1/2 inch, 30 psig/200 KPa, glycerine filled 316 SS case tube and socket, 1/4-inch bottom connection

Part Number: 16403-89

Quantity: (2) EA

Equipment Drawings or Literature:

Vendor Catalog Cut

A.12 Dual stage pressure reducing regulator set for mounting at the gas source. Provided with dual gauges for pressure indication. The regulator set reduces the supply source pressure to 50 PSIG (3.45 bar). The regulator stems are complete with through holes to allow the use of wire seals to prevent tampering.

- 3.5 - 600 PPD (70 g/h - 12 kg/h) capacity

Part Number: 21530

Quantity: (2) EA

Equipment Drawings or Literature:

110D1021 Series WM2100 - Regulator - Assembly, 600 PPD (12 kg/h) Max

A.13 Wall panel, NH3 pressure feeder, 2,000 PPD (36 kg/h) maximum capacity

- Vent line insect screen
- Lockable exhaust valve
- Pressure relief valve
- Rotameter, sized for 600 PPD (12 kg/h) capacity
- 1/4" NPT to 5/8" vent tubing connector
- 1/2" NPT PVC outlet connection
- compliance certification and test results provided

Part Number: WM2110A0701

Quantity: (2) EA

Equipment Drawings or Literature:

110.0010 Series WM2110 Positive Pressure Ammonia Feeder

110D1008 WM2110 Ammonia Gas Feeder, Manual Wall Panel, 300-600 PPD [6.0-12.0 kg/h] Max

A.14 Chloromatic Valve Series 70AV2000 automatic gas control valve for pressurized ammonia service

- compact, self-contained, flow proportioning control valve
- auto/manual, dosage and manual rate adjust controls
- NEMA 3R enclosure
- 600 PPD (12 kg/h) maximum capacity
- full open and full closed alarm contacts
- retransmission of valve position

- 4-20 mAdc input signal
- 120 VAC, 50/60 Hz
- compliance certification and test results provided

Part Number: 70AV2 07 3 A 1 01

Quantity: (2) EA

Equipment Drawings or Literature:

110.0030 Series 70AV2000 Chloromatic Gas Control Valve for Pressurized Ammonia  
110D1025 Chloromatic Pressure Ammonia Feed, 2000 PPD [36 kg/h] Max, Automatic Valve -  
Dimensions  
110.3310 Wiring Diagram -Ammonia Gas Pressure Feeder Automatic Valve

A.15 corporation stop diffuser, 600 - 2000 PPD (12 kg/h - 36 kg/h), 1-1/2" NPT sleeved diffuser with check valve, ammonia service

Part Number: 21435

Quantity: (3) EA

Equipment Drawings or Literature:

110D1017 1-1/2 Inch Corp Stop, Ammonia Pressure, 600 – 2000 PPD [11.5 - 36 kg/h], Dimensions

A.16 Start-up services are included in this quotation.

Part Number: CCFS-ST5

Quantity: (1) EA

### 3 Technical Clarifications and Exclusions

#### A Clarifications

- A.1 2.A.1 - Capital Controls' Series 71P11A, gas pressure reducing valve has been removed from the scope as the City already had a pressure reducing mechanism in place.
- A.2 No piping, valves, fittings, wiring, anchor bolts, etc. are included other than those listed.
- A.3 Included in our Scope of Supply Section, start-up service, training, supervision, etc. is included in this quotation. If these services are not required, they can be credited upon request.

#### B Exclusions

- B.1 None

### 4 Acknowledgement and Acceptance

Thank you for considering our quotation (proposal).

The undersigned parties hereby agree that for and in consideration of the payments from Buyer to Seller described herein, Seller shall furnish the equipment, designs, and services as specified. The parties further agree that the De Nora Water Technologies Standard Terms and Conditions of Sale, attached hereto and incorporated by reference as

though fully set forth, shall be the sole terms and conditions governing this Agreement. Seller hereby rejects and objects to all other different or additional terms, including any such terms contained in or attached to Buyer's purchase order or other documentation from Buyer. Unless both parties have agreed in writing, any additional terms and/or amendments to this Agreement shall not be binding on either party.

Should Buyer wish to submit a Purchase Order, please include a notation that same is pursuant to this Quotation Number: P-62773 and is governed solely by the DNWT General Terms and Conditions of Sale.

To place an order please sign below and return the quotation (proposal) to [bvose@treatmentresources.com](mailto:bvose@treatmentresources.com) or mail to above address.

Authorized By: \_\_\_\_\_ / \_\_\_\_\_  
(Name) (Title)

Reference No.: \_\_\_\_\_

Date:

TRI: \_\_\_\_\_  
(Name)

Date: \_\_\_\_\_

Place Orders and Address Correspondence to:

Treatment Resources Inc.  
11670 Fountains Drive Suite 200  
Mpls, MN 55369

REPORT OF ACTION

(41)

**UTILITY COMMITTEE**

Project No. WA1752 Type: Water Tower 6 Valve Improvements Bid Award

Location: Water Tower 6 (32<sup>nd</sup> Avenue South & 33<sup>rd</sup> Street)

Date of Hearing: 12/14/17

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/18/17</u>
Project File	<u>                    </u>

Troy Hall, Water Utility Director, requested the Utility Committee approve the recommended bid award for Project WA1552. This is for replacement of valves at Water Tower #6 (32nd Avenue South & 33rd Street). The valves are about 26 years old and do not function as required for water tower maintenance purposes. The control philosophy for this valve system is also being revised. Bids were opened on December 13, 2017 per the attached Engineer's Bid Review and Award Recommendation. Five bids were received. The lowest apparent bidder was M&M Contractors with a bid of \$115,006. The Engineer's Estimate was \$135,000. Construction for the valve replacement will take place next summer. This project will be paid for with Fund 501 Division 3055. This account was created in 2017 for water infrastructure improvements using rate revenue.

**MOTION:**

On a motion by Bruce Grubb, seconded by Kent Costin, the Utility Committee voted to approve bid award for Project WA1752 to M&M Contractors in the amount of \$115,006.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner	<u>X</u>			
Mark Bittner, Director of Engineering	<u>X</u>			
Kent Costin, Director of Finance	<u>X</u>			
Brian Ward, Water Plant Supt.	<u>X</u>			
Don Tucker, Wastewater Plant Supt.				
Bruce Grubb, City Administrator	<u>X</u>			
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Director	<u>X</u>			
James Hausauer, Wastewater Util. Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			
Vacant--, City Engineer				

**ATTEST:**

  
 Troy B. Hall  
 Water Utility Director

C: Tim Mahoney, Mayor  
 Commissioner Strand  
 Commissioner Piepkorn  
 Commissioner Grindberg



December 13, 2017

Mr. Troy Hall  
Water Utility Director  
City of Fargo  
435 14th Ave S  
Fargo ND 58103-4306

**Re: Water Tower No. 6 – Valve Vault Improvements  
Engineer’s Bid Review and Award Recommendation  
Fargo Water Project No. WA1752**

Dear Mr. Hall:

Bids were received at 11:30 a.m. on Wednesday, December 13, 2017 at the City Auditor’s Office and opened immediately in the Lobby of Centennial Hall for the above referenced project. A total of five (5) different bidders submitted sealed bids. Each of the bids that were submitted met all of the prescribed requirements and were opened and read aloud. A bid tabulation summarizing the bids received is attached to this letter for your review.

The project was bid as a single contract, Contract No. 1 – General Construction. Based on a review of the bids, the apparent low bid is from M&M Contractors, LLC. in the amount of \$115,006.00 for Contract No. 1 – General Construction. The Engineer’s construction estimate for this project is \$135,000. The project team recommends award of Contract No. 1 – General Construction to M&M Contractors, LLC in the amount of \$115,006.00.

Thank you for the opportunity to assist the City of Fargo with this important project. Should you have any comments or questions regarding the bid results or the project in general, please do not hesitate to contact me at (218) 299-5610.

Respectfully Submitted,

AE2S

A handwritten signature in blue ink, appearing to read "Richard A. Wagner".

Richard A. Wagner, PE  
Project Manager

Attachments

Tabulation of Bids  
 Water Tower No. 6 - Valve Vault Improvements  
 Fargo, ND  
 P00803-2017-005, City Project No. WA1752  
 Bid Opening 11:30 AM, December 13, 2017

<b>Contractor</b>		Acknowledge Addenda 1 and 2	Non-Collusion Affidavit	Bid Bond	Contractor's License	Bid Form	<b>Contract No. 1</b>
1	M&M Contractors	✓	✓	✓	✓	✓	\$115,006.00
2	Key Contracting	✓	✓	✓	✓	✓	\$130,663.00
3	Swanberg Construction	✓	✓	✓	✓	✓	\$132,400.00
4	PKG Contracting	✓	✓	✓	✓	✓	\$156,069.00
5	American General Contractors	✓	✓	✓	✓	✓	\$300,200.00*
<i>Engineer's Estimate</i>							\$135,000.00

\*Different from As Read results because of math error.

Respectfully Submitted by:



Advanced Engineering and Environmental Services, Inc.  
 4170 28th Ave S  
 Fargo, ND 58104  
 Tel: 701-364-9111  
 Fax: 701-364-9979

  
 Richard A. Wagner, PE



Water Tower No. 6 Valve Vault Improvements  
 City Project WA1752  
 Fargo, ND  
 P00803-2017-005  
 Detailed Bid Tab

No.	Description	Qty.	Unit	Main Contractors		Key Contracting		Swanberg Construction		PKG Contracting		American General Contractors	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
<b>CONTRACT NO. 1 General Construction</b>													
A.	Mobilization	1	l.s.	4,000.00	\$4,000.00	2,000.00	\$2,000.00	12,000.00	\$12,000.00	15,000.00	\$15,000.00	17,000.00	\$17,000.00
B.	Valve Vault Improvements	1	l.s.	60,310.00	60,310.00	86,373.00	86,373.00	72,000.00	72,000.00	94,169.00	94,169.00	103,000.00	103,000.00
C.	Water Tower Modifications	1	l.s.	4,700.00	4,700.00	2,500.00	2,500.00	3,000.00	3,000.00	2,000.00	2,000.00	3,000.00	3,000.00
D.	Painting	1	l.s.	4,000.00	4,000.00	3,850.00	3,850.00	5,000.00	5,000.00	4,500.00	4,500.00	13,000.00	13,000.00
E.	Concrete Driveway	16	s.y.	356.00	5,696.00	100.00	1,600.00	400.00	6,400.00	500.00	8,000.00	7,500.00	120,000.00
F.	Bollards	2	ea.	750.00	1,500.00	550.00	1,100.00	1,500.00	3,000.00	400.00	800.00	1,500.00	3,000.00
G.	Restoration, Seeding, & Erosion Control	1	l.s.	2,800.00	2,800.00	2,000.00	2,000.00	1,000.00	1,000.00	1,600.00	1,600.00	2,200.00	2,200.00
H.	Electrical Improvements	1	l.s.	32,000.00	32,000.00	31,240.00	31,240.00	30,000.00	30,000.00	30,000.00	30,000.00	39,000.00	39,000.00
<b>Total CONTRACT No. 1</b>					<b>\$115,006.00</b>		<b>\$130,663.00</b>		<b>\$132,400.00</b>		<b>\$156,069.00</b>		<b>\$300,200.00</b>

\*Different from As Read results because of math error.

December 18, 2017

42

The Honorable Board of City Commissioners  
City of Fargo  
200 Third Street North  
Fargo, North Dakota 28102

**RE: Sole Source Purchase for Vendor Specific Parts**

Commissioners,

When purchasing repair parts for the many varied types of vehicles and equipment that the City of Fargo uses, we find that some of the Companies have protected dealerships and we are only able to purchase replacement parts from their regional Vendors or in some cases directly from the manufacturer.

We have reviewed the parts purchases made by Central Garage in 2017 from these Companies or their Regional Vendor and have identified five (3) that Central Garage purchases exceed \$25,000.00 in a calendar year. Based on past purchase history the following amounts are expected in 2018.

Summary of Sole Source Procurement Forms attached;

Swanston Equipment Corp.	\$36,000.00
Sanitation Products	\$45,000.00
Nelson International	\$70,000.00

**RECOMMENDED MOTION:** I/we move to approve the Sole Source Purchase for the purchase of parts in 2017 for Vendor Specific parts from Swanston Equipment Corporation, Sanitation Products and Nelson International and for the amounts listed.

Respectfully Submitted,



Harold Pedersen  
Fleet Services Manager

	<h1>Sole Source and Piggyback Procurement Form</h1>
-----------------------------------------------------------------------------------	-----------------------------------------------------

**Sole Source and Piggyback Justification for Procurement**

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Nelson International

Estimated Dollar Amount of Purchase:

70,000.00

The project/service is required to:

To purchase parts to repair International trucks.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

The parts are specific to International trucks and are not available from the after-market parts suppliers.

**Provide a brief description of how your investigation was conducted.** (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. \*\*)

Nelson International is the regional dealer for and some of the parts we purchase to repair this equipment are vendor specific.

**\*\*If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

NA
----

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

NA
----

Signature: Harold Pedersen  
(Requestor)

Printed Name: Harold Pedersen

Department: Central Garage

Title: Fleet Services Manager

Date: 12-13-2018

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

HP (Requestor initials)



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Sanitation Products

Estimated Dollar Amount of Purchase:

45,000.00

The project/service is required to:

Vendor specifies parts for Elgin sweepers, Vactor sewer jets, Wayne garbage trucks, Loadmaster garbage trucks, Labrie garbage trucks and Schmidt snow blows.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

The parts are specific to various makes of equipment and are not available from the after-market parts suppliers.

**Provide a brief description of how your investigation was conducted.** (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. \*\*)

Sanitation Products is the regional dealer for and some of the parts we purchase to repair this equipment are vendor specific.

**\*\*If all sources are not investigated a competitive solicitation must be issued.**



Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

--

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

--

Signature:   
(Requestor)


Printed Name: Harold Pedersen

Department: Central Garage

Title: Fleet Services Manager

Date: 12-13-2018

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

 (Requestor initials)



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Swanston Equipment

Estimated Dollar Amount of Purchase:

36,000.00

The project/service is required to:

To purchase parts to repair Bobcat equipment and global sweepers..

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

The parts are specific to Bobcat and Global sweepers and are not available from the after-market parts suppliers.

**Provide a brief description of how your investigation was conducted.** (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. \*\*)

Swanston Equipment is the regional dealer for and some of the parts we purchase to repair this equipment are vendor specific.

**\*\*If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

NA
----

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

NA
----

Signature:   
(Requestor)

Printed Name: Harold Pedersen

Department: Central Garage

Title: Fleet Services Manager

Date: 12-13-2018

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

 (Requestor initials)

43

December 18, 2017

Board of City Commissioners  
City of Fargo  
200 North Third Street  
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Department (MATBUS) has an opportunity to enter into a trade contract for the period of January 1, 2018 to December 31, 2022, Exhibit A.

This trade agreement will provide MATBUS abundant exposure at the Scheels Arena during all Fargo Force games. MATBUS advertising will be present on several digital billboards, a logo on their mascot, PA Announcements, and more. In addition to the in game advertising, MATBUS will have printed media signs in the arena, which will be on display during other events, which occur at the arena. With the addition of Route 24, which serves the Scheels Arena, this advertising is essential.

The City's Finance Committee reviewed the agreement on November 27, 2017 and recommended its approval.

The requested motion is to approve the transit trade agreement between the City of Fargo's Transit Department and Fargo Force.

Exhibits (A)

Sincerely,

**Matthew G. Peterson** | Assistant Transit Director

/enc

# SCHEELS arena



## Matbus #2

### *Proposal for advertising with the Fargo Force/Scheels Arena*

#### **MEDIA DASHER**

**\$5,500**

- 11 X 3 board that surrounds the ice, making your advertisement virtually part of the action!
- Added exposure when news cameras and in house cameras shoot the game.
- Production of dasherboard not included.

#### **FASCIA PACKAGE**

**\$5,000**

- Sponsor logo to be put on the game-time fascia which is up whenever the puck is in play for every Force home game. The fascia is the electronic ring that goes around the top of the arena bowl.
- Also will receive a singled out fascia (can be created by Fargo Force or by Matbus) which would be rotated during stoppages in play when a promotion or PA read doesn't require a specific sponsored fascia.

#### **CONCOURSE WALL SIGN**

**\$3,500**

- Large 17ft x 9.75ft signs located on the North end of the concourse.
- Production of wall sign not included.

#### **CORNER BACKLIT SIGN**

**\$2,500**

- A 5ft x 3ft lit up sign located high up inside the bowl makes your company's logo easily seen from most seating locations.
- Located next to the shot clock in the Southwest corner.
- Production of backlit sign not included.

#### **GAME NIGHT SPONSORSHIP**

**\$2,500**

- Included in all of the advertising and promotion of your game(s) (e-blast marketing, radio, website, social media, billboard)
- Opportunity to giveaway a promotional item at the door (minimum of 1,000)
- 3 PA announcements and logo on fascia accompanied with the PA during each game (1 per period)
- Opportunity for a table display at the game
- Opportunity to give away coupons on the night of your sponsorship
- Game Tickets: 50 yellow reserved seat tickets on your sponsorship night
- Opportunity to provide contestants for intermission contests
- Opportunity to have a company representative drop the puck
- Dates remaining for sponsorship: Jan. 5, Jan. 19, March 16, March 30, April 14 (as of 11.7.2017)



**MASCOT SPONSORSHIP**

**\$2,000**

-Matbus logo to go on the back of all 4 jerseys that the Fargo Force mascot, Kid Bobble, wears. Also to be announced as "Kid Bobble, presented by Matbus" when being introduced onto the ice for intermissions at Fargo Force home games. Kid Bobble participates in a variety events around the Fargo-Moorhead area, so your logo would be seen by many outside of Scheels Arena for games.

**MEDIA TIMEOUT**

**\$2,000**

-Official sponsor of the first media timeout during the first period of all Fargo Force games.  
-This is a :60 second stoppage.  
-In game promotion can be created by Matbus or the Fargo Force.  
-Sponsor logo to be on the video board and fascia during the media timeout promotion.  
-One idea: official sponsor of the zam races. Digital race of three Zambonis racing. We identify a section that cheers for a specific Zamboni. Winning section could receive a prize on behalf of Matbus.

**COMMERCIAL**

**\$1,250**

-A :30 second spot that will play during either the first or second intermission at all 30 Fargo Force home games.

**PA ANNOUNCEMENT**

**\$500**

-A :10-:15 second PA announcement read during a stoppage in play at all Fargo Force home games. PA to be provided by Matbus. Ability to change out the PA whenever Matbus would like as long as provided 24 hours in advance of game time.

**Total Package Value**

**\$24,750**

Thank you for your consideration of this Sponsorship Opportunity!

(44)

December 14, 2017

Board of City Commissioners  
City Hall - 200 N 3<sup>rd</sup> Street  
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Department respectfully requests approval of the attached Joint Powers Agreement/Master Operating Agreement with the City of Moorhead for the equitable cost sharing and coordination of public transit in the metro area and replace and supersede all prior joint powers agreements between the parties regarding transit service as listed below.

Over three decades, the cities of Fargo and Moorhead have entered into numerous agreements for sharing costs and coordination of responsibilities for public transit service in the metro area. Transit staff have been working with their perspective legal departments to develop a Master Operating Agreement to replace all of the existing separate agreements, including:

- a. Joint Powers Agreement – Fargo – Moorhead – Agreement Governing, Ownership, Use, Management and Operation of the Joint Transit Maintenance Building (Metro Transit Garage - MTG) dated August 15, 2005, and amended in 2007;
- b. Joint Powers Agreement - City of Fargo - City of Moorhead – Mass Transit Facility Management Agreement dated September 14, 1981 and amended on September 8, 1986 by Joint Powers Agreement - Conditions Governing the Use, Management and Operation of the Ground Transportation Center (GTC) and Addendum 1 dated December 16, 2002; and,
- c. Joint Powers Agreement – City of Fargo – City of Moorhead - Conditions Governing the Management and Operation of the Fargo-Moorhead MAT Paratransit System for Persons With Disabilities, dated November 25, 2002.

The Master Operating Agreement outlines the parties' financial and operational responsibilities for the following components of the Metro Area Transit (MAT) program:

- Metro Transit Garage (MTG)
- Vehicle Maintenance
- MAT Fixed Route Transit
- MAT Paratransit
- Ground Transportation Center (GTC)
- Marketing, Revenue and Programming

For Schedule Information: 701-232-7500

December 14, 2017  
Commission Approve JPA  
Page 2 of 2

- Administration and Staffing
- Insurance, Licensing, and Safety Considerations for Property and Vehicles
- MAT Non-revenue Vehicles

The Master Operating Agreement was provided to the MAT Coordinating Board for recommendation at their November 2017 meeting; however, there was not a quorum of members to take action.

The new agreement does not change any of the current financial responsibilities as outlined in past agreements, but does allow for regular review of cost-sharing formulas to determine if there is a substantial change needed for equitable distribution of costs. It also encourages continued coordination between the parties. The agreement also puts into writing many of the joint endeavors not addressed in past agreements, such as marketing and use of non-revenue vehicles (such as pool cars). Exhibit 3 contains a cost allocation plan and shows the different formulas used for sharing costs.

**Requested motion:** Approve attached Joint Powers Agreement/Master Operating Agreement with the City of Moorhead.

Sincerely,



Julie Bommelman, Transit Director  
City of Fargo

/attachment

**Exhibit 1 - Federal Clauses**

**Exhibit 2 - Listing of Vehicles Stored at Metro Transit Garage**

**Exhibit 3 - Metro Transit Garage Cost Allocation Plan**

**JOINT POWERS AGREEMENT  
CITY OF FARGO – CITY OF MOORHEAD  
METRO AREA TRANSIT  
MASTER OPERATING AGREEMENT**

**THIS AGREEMENT**, made effective the day of \_\_\_\_\_, 2017, by and between the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation of the State of North Dakota, hereafter referred to as “Fargo” and the **CITY OF MOORHEAD, MINNESOTA**, a municipal corporation of the State of Minnesota, hereinafter referred to as “Moorhead,” amends and supersedes all prior joint powers agreements between the parties.”

**WITNESSETH:**

**WHEREAS**, Fargo and Moorhead provide public mass transportation for the citizens of the Fargo-Moorhead Metro Area (hereinafter Metro Area), including the cities of Dilworth and West Fargo; and

**WHEREAS**, Fargo and Moorhead have worked cooperatively over the past three decades for delivery of public mass transit services to meet the needs of residents of the metro area; and

**WHEREAS**, given recent advances in coordinating the delivery of public mass transit in the metro area, including the development of the Metro Area Transit (MAT) Coordinating Board (hereinafter MAT Board) and the joint development of the Metro Transit Garage (hereinafter MTG) opportunities exist for the parties to expand their joint operation of public mass transit services for residents in the metro area; and

**WHEREAS**, pursuant to Chapter 54-40.3 N.D.C.C. and Minnesota Statutes § 471.59 (Joint Exercise of Powers), the above-named cities have the legal authority to enter into an agreement, through action of their respective governing bodies, to jointly or cooperatively exercise any power common to the contracting powers or any similar powers, including those which are the same except for territorial limits within which they may be exercised; and

**WHEREAS**, the parties previously entered into joint powers agreements to jointly own, operate and manage a joint maintenance and storage building in order to maximize storage, maintenance and administrative of MAT services;

**WHEREAS**, the cities previously entered into the following joint powers agreements in carrying out MAT services:

- a. Joint Powers Agreement – Fargo – Moorhead – Agreement Governing, Ownership, Use, Management and Operation of the Joint Transit Maintenance Building (Metro Transit Garage - MTG) dated August 15, 2005, and amended in 2007;

- b. Joint Powers Agreement - City of Fargo - City of Moorhead – Mass Transit Facility Management Agreement dated September 14, 1981 and amended on September 8, 1986 by Joint Powers Agreement - Conditions Governing the Use, Management and Operation of the Ground Transportation Center (GTC) and Addendum 1 dated December 16, 2002; and,
- c. Joint Powers Agreement – City of Fargo – City of Moorhead - Conditions Governing the Management and Operation of the Fargo-Moorhead MAT Paratransit System for Persons With Disabilities, dated November 25, 2002 [hereinafter referred to as the “Prior Joint Powers Agreements”]

**WHEREAS**, pursuant to the Prior Joint Powers Agreements, Moorhead had approximately one-third and Fargo had two-thirds of the combined fleet of buses and other transit vehicles, which the cities agree was a reasonable basis for determining allocation of ownership of a jointly owned maintenance and storage building; and,

**WHEREAS**, the cities of Fargo and Moorhead desire to create a Master Operating Agreement to allow for the equitable cost share and coordination of several operational facets of MAT, and further agree and intend that this Joint Powers Agreement/Master Operating Agreement shall amend, replace, and supersede all prior Joint Powers Agreements between the parties, dated and referenced above;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

### **Article One General Provisions**

#### 1.1 Purpose.

The purpose of this agreement is to set forth the terms and conditions associated with delivery of public mass transportation in the Metro Area, including allocation of related costs. The parties hereby agree to cooperate in the joint operation of all matters related to providing public mass transportation in the metro area. Specifically, this agreement outlines the parties’ financial and operational responsibilities for the following components of the Metro Area Transit program, hereinafter referred to as “MAT”:

- Metro Transit Garage (MTG)
- Vehicle Maintenance
- MAT Fixed Route Transit
- MAT Paratransit
- Ground Transportation Center (GTC)
- Marketing, Revenue and Programming
- Administration and Staffing
- Insurance, Licensing, and Safety Considerations for property and vehicles
- MAT Non-revenue Vehicles

#### 1.2 Term and Notice to Terminate.

This agreement shall continue in full force and effect for a term beginning the effective date hereof and ending December 31, 2037, from the terms of which may be reviewed annually by the parties. This agreement shall otherwise automatically continue thereafter for successive one year terms unless either party notifies the other in writing of the party's intent to terminate this agreement twelve (12) months prior to the end of a contract period. Upon receipt of such written notice, the parties shall continue with discussions concerning future ownership of the MTG building as outlined in section 2.4.

### 1.3 Annual Budget Review: Cost Allocation Formulas.

The parties agree to jointly prepare an annual budget for the all aspects of MAT, including the following:

- Metro Transit Garage (MTG)
- Vehicle Maintenance
- MAT Fixed Route Transit
- MAT Paratransit
- MAT Non-revenue Vehicles
- Ground Transportation Center (GTC)
- Marketing, Revenue and Programming
- Administration and Staffing
- Insurance, Licensing, and Safety Considerations for property and vehicles

The annual budget for each item listed above shall clearly identify estimated costs for each city in providing the identified transit services. MAT Non-Revenue Vehicles shall mean vehicles used to support revenue vehicle operations and that are not used to carry transit passengers. Types of MAT Non-revenue Vehicles include tow trucks, supervisor vans, transit police cars, staff cars and maintenance vehicles for maintaining passenger facilities and rights-of-way (e.g. rail stations, bus shelters and track).

### 1.4 Federal Clauses

The parties agree to adopt and incorporate by reference into this agreement, applicable federal rules and regulations and any amendments thereto. A copy of current applicable rules is attached hereto as Exhibit 1.

### 1.5 Amendment

Except as set forth in paragraph 5.7, amendment of the terms and conditions of this agreement shall be in writing, approved by motion or resolution of the governing bodies of the parties.

### 1.6 Governing Law

This agreement shall be subject to, governed by, and construed according to the laws of the state of North Dakota.

### 1.7 Dispute Resolution

In the event of any default of the terms or provisions of this agreement, the party alleging the default shall give written notice thereof to the other party setting forth the facts and circumstances supporting the alleged default. Thereafter, the parties agree to discuss such

disputes between them in good faith. In the event that the default is not remedied within thirty (30) days from the date of the notice of such default, the parties agree that the notifying party shall, at its option, submit the alleged default to mediation before a mutually acceptable mediator. The parties agree that during any period of mediation, each party will continue to comply with all provisions of this agreement to avoid interruption of transit services. Costs of the mediator shall be shared equally by the parties. The mediator shall determine whether the default constitutes a material and significant breach of this agreement. In the event of such determination, the non-defaulting party shall have the option to terminate the agreement. In the event that the agreement is terminated, the parties agree to continue to perform the terms of this agreement for one hundred-eight (180) days beyond the mediator's decision so the parties can make necessary arrangements to ensure continued operation of transit services.

## 1.8 Insurance

1.8.1 Property and Casualty coverage. Fargo will obtain and keep in force during the terms of this agreement, property and casualty coverage for the Ground Transportation Center (GTC) and Metro Transit Garage (MTG), Fargo and Moorhead will be listed as named insureds or additional insureds as the case may be. Currently, costs for such insurance coverage shall be paid one-third by Moorhead and two-thirds by Fargo, however, such cost allocation may be revised as circumstances require upon agreement of Fargo and Moorhead.

1.8.2 Vehicle coverage. Except for MAT Paratransit, and MAT Non-revenue Vehicles leased by Fargo from Moorhead, each party will obtain casualty, liability, bodily injury, collision and comprehensive insurance for buses and equipment owned by each party in the MAT fleet.

1.8.3 MAT Paratransit and MAT Non-revenue Vehicles. Fargo shall obtain liability and property damage insurance and/or self-insurance coverage for claims or injuries in connection with MAT Paratransit and MAT Non-revenue Vehicles.

1.8.4 Said vehicle insurance coverage on self-insurance coverage will be arranged so that such coverage will apply whether the vehicles are driven by Fargo or Moorhead employees or contractors.

1.8.5 Minimum coverage limits. Each party will obtain and keep in force, through self-insurance or otherwise, liability insurance coverage in amounts sufficient to meet the maximum limits of liability established by each city's limits of liability under state law. As to vehicles that are leased by Fargo from Moorhead, and vice versa, the party responsible for insuring such vehicle shall obtain insurance coverage in an amount equal to or greater than the municipal tort caps in North Dakota or Minnesota, whichever is greater.

## 1.9 Indemnification and Liability

1.9.1 Fargo agrees to indemnify and hold harmless Moorhead from and against all claims or demands of every nature on account of injury to or death of persons or



damage to or loss of property, caused by or resulting in any manner from any acts or omission of Fargo, its subcontractors, its agents or employees, in performing or failing to perform any of the services, duties or operations to be performed by Fargo under this agreement.

1.9.2 Moorhead agrees to indemnify and hold harmless Fargo from and against all claims or demands of every nature on account of injury to or death of persons or damage to or loss of property, caused by or resulting in any manner from any acts or omission of Moorhead, its subcontractors, its agents or employees, in performing or failing to perform any of the services, duties or operations to be performed by Moorhead under this agreement.

1.9.3 The obligation of one city to indemnify and hold harmless the other city does not constitute a waiver by any party to this Agreement of the limitations on liability provided under relevant municipal tort caps or any other liability limitation statutes.

## **Article Two Metro Transit Garage (MTG)**

2.1 Metro Transit Garage (MTG).

The MTG is the primary storage area for the entire MAT Fleet. The MTG is also the administration headquarters for the Transit Departments of Fargo and Moorhead. The MTG is located at 650 23<sup>rd</sup> Street North, Fargo, ND 58102, and is more fully described as follows:

All of Lots One (1) through Four (4) and all of Lots Eleven (11) through Fifteen (15), the North Twenty (20) Feet of Lot Five (5) and the adjacent vacated alley and All of Lots Sixteen (16) through Twenty (20), all in Block Seven (7), Tylers Addition to the City of Fargo, according to the certified plat thereof.

2.2 Ownership of MTG.

The parties have established ownership of the MTG as tenants in common with Moorhead owning an undivided one-third interest and Fargo owning an undivided two-thirds interest.

2.3 Operation of MTG and Allocation of Costs.

The MTG shall be maintained in accordance with the Facility Maintenance Plan as agreed upon by Fargo and Moorhead, which may be amended from time-to-time by mutual agreement. The parties shall jointly prepare an annual budget which describes estimated operating costs for MTG. Fargo shall operate the MTG and bill Moorhead for its share of the operational and structural costs and expenses on a monthly basis. Such costs are specifically described as:

### 2.3.1 Structural Costs.

The parties recognize there are costs associated with ownership of the MTG, including building and site maintenance repairs and insurance costs. Costs associated with building maintenance staff are considered structural costs. Structural costs for MTG shall be paid by the parties according to a formula, which is based on each party's ownership interest in the facility. Specifically, Fargo shall pay two-thirds (2/3) of the structural costs and Moorhead shall pay one-third (1/3) of such costs.

### 2.3.2 Operational Costs.

2.3.2.1 In addition to sharing ownership of the building, the parties will occupy and utilize space within the MTG for transit operations. The parties agree to share operational costs for the MTG according to a proportionate number of buses or "vehicle units" stored and maintained in the MTG. Such costs may include those related to supervising mechanics, costs of vehicle repair equipment, communications expenses, office supplies, utilities, including water, sewer, garbage and building heat, and costs of uniform.

2.3.2.2. The current vehicle units stored at the MTG are listed in Exhibit 2. The parties agree that costs for repairs performed on transit vehicles at the MTG, including an hourly charge for mechanics' services, costs of vehicle parts, and vehicle fuel shall be invoiced directly to each city based on actual charges incurred.

2.3.2.3 The vehicle unit stored formula is based on the number of MAT Paratransit Vehicles and MAT Fixed Route Buses. Operational costs of the MTG associated with fixed route operations shall be paid by the parties according to the percentage of MAT Fixed Route vehicle units stored at MTG by each city as illustrated in Exhibit 2. Operational costs of the MTG associated with MAT Paratransit operations shall be paid by the parties according to the percentage of MAT Paratransit vehicle units stored at MTG by each city as illustrated in Exhibit 3.

### 2.3.3 Indirect Operational Costs.

Indirect costs associated with operations of the MTG, including MAT Non-revenue Vehicles, shall be paid by each party according to the vehicle stored formula illustrated in Exhibit 3, as amended, with said costs split between MAT Fixed Route and MAT Paratransit. Miscellaneous revenues from the operations of the MTG such as warranty claims, return of parts, insurance proceeds for damage claims on jointly-owned property and revenues from certain repair services shall also be split according to said vehicle formula.

## 2.4 Sale of MTG.

Either party may terminate this agreement upon twelve (12) months, written notice to the other city, as described herein. Upon receipt of such written notice, the parties shall discuss and negotiate ownership of the MTG. If the parties agree that the MTG building should be sold, then the parties agree to take such steps as are necessary to complete the sale in a timely manner.

Proceeds from the sale of the MTG property shall be allocated to the parties according to each party's ownership interest. Repayment or recoupment of Federal or state grants shall be shared by the parties in the same manner as such grant money was received.

2.4.1 In the event the parties do not agree to a sale of the MTG, then the city wishing to retain ownership [the "Buyer"] may purchase the other city's ownership interest [the "Seller"] in the property for a purchase price which shall be the lesser of the following amount:

a. The amount contributed or paid by the Seller in "local share" funds toward the original acquisition of land and construction of improvements for the MTG, plus a rate of return of three percent (3%) per annum, compounded annually.

b. The Seller's percentage ownership interest in the MTG multiplied by the appraised value of the Subject Property determined by a process of appraisals as follows: The Seller shall select a qualified real estate appraiser to conduct an appraisal of the MTG. The appraised value resulting from said appraisal shall be made known to the Buyer. If the Buyer disagrees with the said appraised value, then in that event, the Buyer shall select a second qualified real estate appraiser to conduct an appraisal of the MTG. The first and second such selected appraisers shall then agree upon a third qualified real estate appraiser to conduct an appraisal of the MTG. Of the three appraisals, the appraised value of the MTG most distant from the other two appraised values shall be discarded, and the average taken of the two remaining appraised values to determine the fair market value of the MTG.

2.4.2 Delivery of Quit Claim Deed.

Upon agreement of the purchase price, Seller shall provide a Quit Claim Deed to Buyer, transferring all of Seller's ownership interest in the MTG to Buyer for the purchase price, free and clear of any and all liens and encumbrances except special assessments, and all easements or covenants of record, if any.

2.4.3 Repayment of federal or state grants and compliance with FTA or other federal rules.

Seller shall be responsible for repayment of any federal or state grants that may be caused by such sale or transfer. The parties will comply with FTA or other federal rules for disposition of property as part of the sale.

2.5 Sublease of MTG.

To the extent current space is available for use by other entities, such space may be leased to those other entities, provided each party consents and approves the lease agreement in writing. The approval of any leases of space in the building to other transit providers or transportation entities shall be contingent upon approval by the Federal Transit Administration,

where applicable. Revenues generated through the lease of space in the MTG shall be allocated based upon the ownership interests of Fargo and Moorhead in the MTG.

2.5.1 Maintenance to Other Entities.

Maintenance provided at the MTG to other entities shall be billed to the entity and revenue generated shall be allocated to Moorhead and Fargo using the indirect cost formula (see section 3.4.3).

2.6 Allocation of costs for Equipment, Tools, and Support Machinery.

The parties shall share the cost of the equipment, tools, and support machinery associated with the operation of the MTG. The parties shall consult each other concerning any purchase of equipment, tools or other items which exceed \$5000.00. The costs shall be allocated between Fargo and Moorhead according to their ownership interest. Any proceeds resulting from the sale of equipment, tools, and support machinery shall also be divided between the parties based upon ownership interest in such equipment. Fargo or Moorhead may choose to buy specialized equipment and retain ownership and inventory and keep proceeds from the sale based on percentage of ownership of such equipment.

2.7 In carrying out transit operations and services pursuant to this Joint Powers Agreement, Fargo and Moorhead agree to comply with applicable federal regulations, circulars, certifications, clauses and agreements, including any amendments thereto, in connection with transit funding and procurement of transit goods or services. A list of current applicable clauses is attached hereto as Exhibit 1.

2.8 Allocation of Vending Revenue at MTG.

Revenue from vending machines, advertising, and rents received from the MTG shall be collected by Fargo and distributed to Moorhead on a quarterly basis, one-third to Moorhead and two-thirds to Fargo.

**Article Three**  
**Vehicle Repair, Maintenance, Licensing, and Insurance**

3.1. Vehicle Repair and maintenance.

Fargo shall be solely responsible for performing repairs and maintenance of all MAT Fixed Route, MAT Paratransit and MAT Non-revenue Vehicles including vehicle components, such as an electronic fare collection system, security camera system, public address system, Automatic Vehicle Location (AVL) system, radio, Automatic Vehicle Announcement (AVA) system Automatic Passenger Counters (APC) and bike rack. All vehicles shall be maintained by Fargo in accordance with the manufacturer's specifications and warranty provisions and/or in accordance with MAT's Vehicle Maintenance Standards as agreed by Fargo and Moorhead, and which may be amended by the parties through mutual agreement. If multiple standards apply, Fargo will maintain vehicles according to the stricter standards. In the case of accidents or large repairs over \$5,000 involving MAT vehicles, the owners shall be responsible for determining the best course of action for repair or disposal, etc.

3.2 Intentionally omitted.

3.3 Vehicle repair records.

Fargo will properly document and record information related to vehicle repairs and provide such information to Moorhead on a monthly basis. Fargo will retain all service records for all vehicles and make such records available to Moorhead for inspection upon request. Records shall include, but are not limited to, the unit number, nature of repair, list of all parts and part numbers used, source of the parts purchased, and the number of labor hours. Fargo shall record labor and part costs on a per vehicle basis. Labor and parts costs shall also be recorded separately for the MAT paratransit and MAT Non-revenue Vehicles fleet.

3.4 Payment of vehicle repair and maintenance costs.

Vehicle maintenance and repair costs shall be paid by the parties as follows:

3.4.1. Fixed Route Vehicles Direct Costs

Fargo will pay for costs associated for maintenance, parts, and labor for Fixed Route vehicles and will bill Moorhead for such.

3.4.2. MAT Paratransit Vehicles Direct Costs

Maintenance, parts, and labor costs associated with the MAT Paratransit fleet shall be paid by each City according to each city's monthly share of MAT Paratransit ridership. Costs will be paid by Fargo and then billed to Moorhead.

3.4.3 Indirect Maintenance Costs

Costs which are considered indirect in nature shall be paid by each City according to the vehicle units stored formula, with said costs split between MAT Fixed Route and MAT Paratransit, as illustrated in Exhibit 3.

3.4.4 Direct costs are assignable to a specific vehicle. Indirect costs are all other expenses related to operations of the MTG. Example of indirect costs are bus cleaning office supplies, telephone charges and MAT Non-revenue Vehicle repairs, maintenance and fuel.

3.5 Payment of Fuel costs

Fuel costs shall be billed directly to each city based on the actual usage. In the case of MAT Paratransit, fuel costs shall be paid by the cities according to ridership. Costs will be initially paid by Fargo and then billed to Moorhead.

3.6 Vehicle Licensing

Each city shall be responsible for properly licensing any vehicles it owns which operate in the MAT transit fleet and for the payment of applicable license fees.

3.7 Intentionally omitted.

**Article Four**  
**Fixed Route Transit Operations**

4.1 MAT Fixed Route Transit Operations

Each city will be responsible for providing the day-to-day operation and administration of MAT Fixed Route services. Services may be provided through a contract operator. Fargo and Moorhead agree to jointly solicit and select the same contract operator.

4.2 Fixed Route Costs

Costs associated with operation of the MAT Fixed Route system will be billed directly to each city according to the terms of each city's agreement with the contract operator.

4.3 MAT Fixed Route Dispatch Services

Fargo will provide MAT Fixed Route dispatch services through the contract operator selected in accordance with paragraph 4.1, above. MAT Fixed Route dispatch costs will be paid by Fargo with one third of such cost billed to, and paid by Moorhead, with such cost allocation to be revised as circumstances require upon agreement of Fargo and Moorhead.

**Article Five**  
**MAT Paratransit**

5.1 MAT Paratransit Services.

Fargo and Moorhead have developed a transportation system for residents of the metro area with disabilities who are ADA Paratransit eligible, known as MAT Paratransit. Fargo and Moorhead agree to continue their relationship in carrying out management and fiscal activities for the MAT Paratransit system, including preparation and issuance of request for proposals for a contract operator, preparation of budget, operating guidelines, and development of a capital improvement plan. Fargo, either individually or through a written agreement with the contract operator, shall be responsible for day-to-day operations and management of MAT Paratransit services. Moorhead will work with the contract operator concerning complaints, service disputes, statistical record keeping and other matters.

5.2 Independent Contractor-Agreement.

Fargo may provide MAT Paratransit services through written agreement with a contract operator. Moorhead shall have the right to review and provide comment on Fargo's agreement with the contract operator. Subsequent contract operator agreements shall be jointly reviewed by Fargo and Moorhead. Fargo will consult with Moorhead concerning the terms and conditions related to dispatch and driver services for Paratransit services.

5.3 Operating Costs.

Operating costs associated with MAT Paratransit shall be paid by the parties based on pro rata ridership of MAT Paratransit. Operating expenses include, without limitation, payment to the contract operator, dispatch/reservationists wages and benefits, software, vehicle repairs, motor fuel, driver uniforms, marketing, printing of coupon books and brochures. Operating costs shall not include administrative or support salaries from Fargo or Moorhead personnel except

where approved by mutual agreement and except when the support staff is performing the duties of the MAT Paratransit Reservationist.

5.4 Payment of Costs and Expenses for Ride Service.

Fargo shall collect all fare revenue, pay all costs and expenses for Paratransit services and bill Moorhead on a monthly basis for its pro rata share based on actual ridership. Fargo shall also credit Moorhead monthly for the fare charged per eligible passengers and guests. Individuals whose applications for eligibility for MAT Paratransit service have been approved will be given an identification number beginning with "M" for Moorhead, "D" for Dilworth, "F" for Fargo and "W" for West Fargo. Individuals who move their residence between the communities shall be reassigned an identification number for the city to which they have moved. Fargo will charge Moorhead for rides given to those eligible individuals with "M" or "D" identification numbers with Fargo being responsible for those eligible riders with "F" or "W" identification numbers. Rides given to visitors to the community who have not been given an identification number shall be charged to the city based upon the temporary visiting residence, those visitors having been issued an identification number beginning with "TEMP". Each such city, Moorhead or Fargo, shall also be charged for accompanying Personal Care Attendants or guests of said eligible citizen/visitor. Regarding unbudgeted capital costs in excess of \$5,000 associated with MAT Paratransit services, Fargo and Moorhead will confer and agree upon such costs before they are incurred.

5.5 Intentionally omitted.

5.6 Prepaid Rides.

Fargo agrees to provide sale of ride coupons for MAT Paratransit services and Fargo will collect all revenues from said sales. Should service be discontinued, Fargo shall reimburse passengers for any outstanding coupons returned within 30 days following end of service.

5.7 Operational Guidelines for MAT Paratransit.

Services for MAT Paratransit will be provided according to the operating guidelines agreed upon between the Fargo Transit Director and the Moorhead Transit Manager, who are also authorized to amend the operating guidelines from time to time.

5.8 Scheduling of Rides.

Service for riders will be scheduled on a first-come, first-served basis. Neither the residents of Fargo or Moorhead will receive preferential treatment regarding the schedule of transit rides and the same would apply to the residents of Dilworth and West Fargo.

5.9 Certification of Eligibility.

Certification of eligibility shall be the responsibility of each city following the regulations under the Americans with Disabilities Act, said responsibility having been delegated by the cities to a single mobility manager. Applications for eligibility, special user cards, and the assignment of identification numbers will be coordinated in a similar format. Fargo, Moorhead and the contract operator shall hold all records, to the extent provided by law, confidential.

5.10 Advertising revenue.

Revenue received from advertising on the interior or exterior of the MAT Paratransit vehicles shall be retained by the owner of the vehicle.

5.11 Vehicle Acquisition.

Vehicle replacement will be the responsibility of the vehicle owner. Determination of vehicle type and size shall be based on actual demand at the time of replacement and determined cooperatively by Fargo and Moorhead. Additional vehicles added to the fleet to meet growing demand will be purchased by the respective city whose ridership requires the additional vehicle as determined cooperatively by Fargo and Moorhead. Fargo and Moorhead shall provide enough vehicles to the meet the demand within each city's service area.

5.12 Vehicle Lease

Moorhead shall lease to Fargo for use of the MAT Paratransit program the appropriate number of vehicles.

5.13 Vehicle Inspections.

Paratransit vehicles shall be inspected by Fargo and Moorhead representatives prior to being placed into service. Vehicles that fail an inspection will not be placed into service until the reason for failure is corrected. Moorhead reserves the right to ensure that vehicles are being maintained properly and are in safe operating condition, and Moorhead is authorized to inspect vehicles at any time. Fargo shall keep accurate records concerning inspections performed on MAT Paratransit vehicles.

5.14 Intentionally omitted.

5.15 Records.

Fargo, and any contract operator, shall retain all financial, operational, administrative and maintenance records pertaining to MAT Paratransit services for six (6) years from expiration of the contract. Fargo recognizes that Moorhead is required to collect and retain certain reports and information according to applicable regulations. Fargo agrees to collect and provide such reports and information, on a monthly basis and in a format approved by Moorhead. Fargo agrees to provide such reports to Moorhead within twenty (20) days following the end of the month for which the report is made. At a minimum, Fargo, and/or its contract operator, shall prepare the following reports:

- a. **Accounting/Recordkeeping.** Accounting procedures used by Fargo shall comply with Federal Transit Administration National Transit Database requirements and regulations of the State of Minnesota Department of Transportation.
- b. **Ridership/Capacity Reports.** Fargo shall submit to Moorhead monthly ridership reports including number of passengers, passenger type, passenger miles, denials, no shows, cancellations, lengthy trips, missed trips, complaints and other statistics requested by Moorhead and shall include data required by Federal Transit for the National Transit Database report.



- c. Accident Reports. Fargo shall notify Moorhead immediately of any accident or incident involving a Moorhead vehicle or equipment. Any accident report forms relating to the incident will be forwarded to Moorhead.
- d. Finance Reports. Fargo shall provide Moorhead with a detailed listing of expenditures for the joint operation of the Paratransit system.

## **Article Six Marketing, Revenue, and Programming**

6.1 In the course of providing metro transit services as described in this agreement, the parties agree to coordinate, both formally and informally, a number of ancillary programs and devices as described herein. The parties agree to allocate costs for such ancillary programs and devices as follows:

### 6.1.1 Revenue from Pass Sales.

Revenue from pass sales shall be collected by Fargo. Revenue from pass sales shall be shared by the parties based on the percentage of pass ridership on each system. This formula shall also apply to the sale of transit media.

### 6.1.2 Advertising and Marketing

MAT will establish an annual budget for advertising and marketing plans. Advertising and marketing plans will be developed separately for Fargo and Moorhead, with each city responsible for paying its own advertising and marketing costs. The program shall split costs into three categories: one for Fargo and one for Moorhead with efforts unique to each city and each city then pays 100% of those costs, respectively and a third separate plan will be developed to cover the joint marketing and advertising efforts of MAT with such costs for joint advertising and marketing efforts to be shared by the parties and agreed to by both cities.

### 6.2 U-Pass Program

The U-Pass program allows area educational institutions, to have unlimited use of MAT System services based upon an amount specified in a written agreement with the respective city. Such services will be provided according to a written agreement between the educational institution and the respective city for a specified compensation amount. Revenues received pursuant to any U-Pass agreement will not be shared, rather they will be solely collected and received by the city that is the party to the agreement.

## **Article Seven Ground Transportation Center (GTC)**

7.1 The Ground Transportation Center (GTC) is the central transit hub in the Metro Area located at 502 N.P. Avenue, Fargo. The GTC was constructed pursuant to an agreement between the parties and was partially funded as a federal transportation project known as Urban Mass Transportation Administration (UMTA) Project No. ND-03-0007. Fargo owns all GTC related property and improvements, subject to the interest of the United States Government for

grant funding provided by UMTA Project No. ND-03-0007. Moorhead utilizes the GTC in providing transit services. The parties agree to allocate costs associated with operation and maintenance of the GTC as set forth herein

7.2. Operational costs.

Operational costs of the GTC shall be paid one-third by Moorhead and two-thirds by Fargo; however, this cost-share formula may be reviewed on an annual basis, or more often if necessary. Such costs may include utilities, maintenance costs and the cost of fixed route dispatch services. Operational costs for the GTC shall not include costs associated with office space used by Fargo for non-transit use, i.e. utilities, phone, etc., which shall be paid solely by Fargo. Operational expenses do not include expenses for capital expenditures, which shall be paid exclusively by Fargo.

7.3. Operation and Management Policies.

Fargo is responsible for day-to-day operations and management of the GTC. The parties have jointly developed programs and policies for operation and management of the GTC. Such policies and procedures shall be reviewed annually. Changes or amendments to the operating and management policies of the GTC shall be mutually agreed upon.

7.4 Budget.

Fargo will prepare and submit an annual budget for the GTC in conjunction with preparing budgets for other aspects of the transit system as discussed herein. Fargo and Moorhead will review the budget and make recommendations. The budget shall include accurate accounts of total operating expenses and total operating revenue of the GTC. If Fargo anticipates the need to amend the GTC budget at any time once approved, Fargo shall consult with Moorhead prior to making the adjustment. Fargo shall present any major structural changes or improvements planned for the GTC to Moorhead for review and recommendation. Fargo agrees to consult with Moorhead concerning the design of any addition to or renovation of the GTC.

7.5 Structural Costs.

Fargo shall be responsible for paying 100% of structural and capital costs associated with the GTC, including the following:

- a. Expenditures related to the design of additions to or renovations of the GTC;
- b. Expenditures necessary for the relocation or demolition of the GTC; and
- c. Capital expenditures related to the structural components of the GTC.

7.6 Sale of GTC.

Sale of the GTC shall only be upon the consent of both Fargo and Moorhead. Proceeds from the sale of GTC shall be distributed to each city in the following priority:

- a. Current operational liabilities;
- b. Direct payment to Fargo in an amount equal to its original local match share investment in the GTC pursuant to UMTA Project NO. ND-03-0007; and
- c. Any remaining proceeds remaining after payment is allocated to items a and b shall be distributed to Fargo.

If applicable, distribution of revenue or distribution of proceeds from the sale of the GTC shall be as follows:

- d. Subject to the interest of the United States Government pursuant to UMTA Project No. ND-03-0007; and,
- e. Utilized and expended in a manner consistent with FTA Regulations.

7.7 Allocation of other revenue.

Revenue from vending machines, advertising, and rents received from the GTC shall be collected by Fargo and distributed to Moorhead on a quarterly basis, in accordance with the cost-share formula for operational costs as described in paragraph 7.2.

### **Article Eight Administration and Staff**

8.1 Planning and Administration.

Fargo and Moorhead shall provide for their own administrative, planning, and administrative support staff. Costs of special studies or external planning activities undertaken jointly or in cooperation with Metro COG, or through a third party contractor, shall be paid by the parties based on two-thirds to Fargo and one-third to Moorhead. Costs associated with special studies or external planning activities performed independently by either city shall be paid 100% by that city.

8.2 Staff Coordination.

The parties recognize that staff from Fargo and Moorhead will jointly contribute to the operation of MAT. As such, the staff from both cities will endeavor to work on efforts collaboratively without regard to system boundary or delineations, as appropriate. If there is a need to replace a staff person or if a new position is created, the parties agree to explore the possibility of whether it is appropriate to jointly hire management and staff. Fargo and Moorhead may agree to share personnel costs.

8.3 Staff Assistance.

The parties agree to share staff as needed. Staff persons shall be paid on an hourly basis at the actual cost per staff person according to the staff person's wages, including the cost of applicable benefits. Either Fargo or Moorhead can ask for assistance from the staff of either City.

### **Article Nine Amendment and Effective Date**

9.1 Prior Joint Powers Agreements--Repeal, Replace and Amend in Entirety. Fargo and Moorhead hereby acknowledge and agree that the Prior Joint Powers Agreements are hereby repealed, replaced, and amended in their entirety with the terms and conditions of this Agreement. The terms and conditions of this Agreement shall be in full force and effect as of the effective date hereof.

9.2 Continuity of Agreements, Obligations. Fargo and Moorhead agree and acknowledge that prior obligations of one or both parties established pursuant to the Prior Joint Powers Agreements shall continue and be in full force and effect under this Agreement.

9.3 Effective Date. This Agreement shall be effective as of the date last approved and executed by the parties.

**IN WITNESS WHEREOF**, the parties have hereunto set their signatures the day and year below stated.

CITY OF FARGO  
a North Dakota municipal corporation

DATE: \_\_\_\_\_

By \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

CITY OF MOORHEAD  
a Minnesota municipal corporation

DATE: \_\_\_\_\_

By \_\_\_\_\_  
Del Rae Williams, Mayor

ATTEST:

\_\_\_\_\_  
Christina M. Volkers, City Manager

**By entering into a sale with the City of Fargo, ND, and/or the City of Moorhead, MN, doing business as MATBUS, the supplier is agreeing to be bound by the following federal clauses and certifications as applicable:**

1. **No Government Obligation to Third Parties:** *Applies to all third party contracts that are federally funded.*

- a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. **Program Fraud & False or Fraudulent Statements & Related Acts:** *Applies to all third party contracts that are federally funded.*

- a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. **Access to Records and Reports:** *Applies to all contracts funded in whole or in part with FTA funds.*

- a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases,

subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- b) **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d) **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. **Federal Changes:** *Applies to all contracts.*

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. **Civil Rights and Equal Opportunity:** *Applies to all contracts.*

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a) **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. **Termination Provisions:** *Applies to all contracts in excess of \$10,000. Those contracts must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.*

- a) The CITY reserves the right to cancel any contract for cause upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the CITY.
- b) The CITY may cancel or reduce the amount of service to be rendered if there is, in the opinion of the City Council, a significant increase in local costs; or, in the opinion of the City Council, insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the CITY will notify Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

CONTRACTOR is hereby notified that the CITY Transit system pursuant to this agreement is dependent upon the necessary receipt of local, state and federal funding.

In the event of any termination, the CITY shall pay the agreed rate only for services delivered up to the date of termination. The CITY has no obligation to Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment and materials to the CITY within 24 hours of the date of termination.

7. **Disadvantaged and Small Business Enterprise:** *Applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year.*

*For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:*

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days (payment required within 10 days or paying interest at 1 ½ percent per Minnesota State Statute 471.425 subd. 4a) from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the CITY in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by CITY for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the CITY with the necessary certification and records for reporting purposes. When the majority of the contract is labor,



which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor must promptly notify the CITY whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the CITY.

#### Fostering Small Business Participation

The CITY has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the CITY. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

8. **Incorporation of FTA Terms:** *Applies to all contracts.*

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause the CITY to be in violation of the FTA terms and conditions.

9. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** *Applies to contracts in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.*

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate

in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- \_\_\_\_\_ 10. **Buy America:** *Applies to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project.*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

- \_\_\_\_\_ 11. **Breach of Contract and Dispute Resolution:** *Applies to all contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) and those contracts shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

- a) Disputes will be presented in writing to the appropriate City personnel – in Fargo, the Fargo Transit Director, in Moorhead, the Moorhead Transit Manager. City personnel and the Contractor will attempt to resolve any dispute arising in the performance of the Contract.

*Fargo:* If the Transit Director and Contractor cannot resolve the dispute, the issue will be presented in writing to the Fargo City Administrator within ten [10] working days of dispute. If the dispute cannot be resolved by the City Administrator, it will be submitted in writing within ten [10] working days of the Fargo City Administrator’s decision to the Fargo City Commission – it is the sole responsibility of the Contractor to schedule a

hearing with the Fargo City Commission. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

*Moorhead:* If the Transit Manager and Contractor cannot resolve the dispute, the issue will be presented in writing to the Moorhead City Manager within ten [10] working days of the dispute. If the dispute cannot be resolved by the City Manager, it will be submitted in writing within ten [10] working days of the Moorhead City Manager's decision to the Moorhead City Council – it is the sole responsibility of the Contractor to schedule a hearing with the Moorhead City Council. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

The decision of the Fargo City Commission or Moorhead City Council shall be binding upon the Contractor and the Contractor shall abide by the decision.

- b) Unless otherwise directed by the Cities of Fargo/Moorhead, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c) Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d) Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Cities of Fargo and/or Moorhead and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the applicable state.

12. **Lobbying Restrictions:** *Applies to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

The undersigned certifies (*Note: A separate certification will be required to be signed if the contract meets this criteria*), to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. **Clean Air and Federal Water Pollution Control Act:** *Applies to each contract and subcontract exceeding \$150,000. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.*

The Contractor agrees:

- a) It will not use any violating facilities;
- b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- c) It will report violations of use of prohibited facilities to FTA; and
- d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

14. **Contract Work Hours & Safety Standards Act:** *Applies to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers. Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:*

- a) *Contract Work Hours and Safety Standards*
  - i. *Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and A-38*
  - ii. *U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.*

**a) For construction contracts:**

- i. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part

5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

- ii. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
- iii. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
- iv. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

**b) For Awards Not Involving Construction**

- i. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- ii. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the

contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- iii. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- iv. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

15. **Transit Employee Protective Arrangements:** *Applies to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.*

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- a) **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- b) **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- c) **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

16. **Charter Service:** *Applies to contracts for operating public transportation service.*  
The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b) FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c) Any other federal Charter Service regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a) Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- b) Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
- c) Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

- \_\_\_\_\_ 17. **School Bus Service Operations:** *Applies to contracts for operating public transportation service.*  
 The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:
- a) Federal transit laws, specifically 49 U.S.C. § 5323(f);
  - b) FTA regulations, “School Bus Operations,” 49 C.F.R. part 605;
  - c) Any other Federal School Bus regulations; or
  - d) Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- a) Bar the Contractor from receiving Federal assistance for public transportation; or
- b) Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

- \_\_\_\_\_ 18. **Substance Abuse Requirements: Drug & Alcohol Testing:** *Applies to third party contractors who perform safety-sensitive functions. Contractors must comply with FTA’s substance abuse management program under 49 C.F.R. part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.” Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:*
- a) *Operating a revenue service vehicle, including when not in revenue service;*
  - b) *Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver’s License;*
  - c) *Controlling dispatch or movement of a revenue service vehicle;*
  - d) *Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;*
  - e) *Carrying a firearm for security purposes.*

*Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs.”*

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota and/or Minnesota, or the Cities of Fargo/Moorhead, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to the City of Moorhead Transit Manager and City of Fargo Transit Director. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

19. **Cargo Preference:** *Applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.*

The contractor agrees:

- a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

20. **Davis-Bacon Act and Copeland Act – Prevailing Wage and Anti-Kickback:** *Applies to all FTA funded contracts for all prime construction, alteration or repair contracts in excess of \$2,000. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:*

a) Prevailing Wage Requirements

- i. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
- ii. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
- iii. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

b) "Anti-Kickback" Prohibitions

- i. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
- ii. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and



- iii. *U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3.*

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

21. **Energy Conservation:** *Applies to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.*

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

22. **Construction—Special Requirements:** *Applies to FTA assisted construction projects:*

- a) **Bonding.** The Common Grant Rules require bonds for all construction contracts exceeding the simplified acquisition threshold (exceeding \$150,000. *Minnesota State Statute 574.26 limit is \$100,000*) unless FTA determines that other arrangements adequately protect the Federal interest. FTA's bonding policies are as follows:
- i. **Bid Guarantee.** Both FTA and the Common Grant Rules generally require each bidder to provide a bid guarantee equivalent to 5 percent of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.
  - ii. **Performance Bond.** Both FTA and the Common Grant Rules generally require the third party contractor to obtain a performance bond for 100 percent of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.

- iii. **Payment Bond.** The Common Grant Rules generally require the third party contractor to obtain a standard payment bond for 100 percent of the contract price. A “payment bond” is obtained to ensure that the contractor will pay all people supplying labor and material for the third party contract as required by law. FTA, however, has determined that payment bonds in the following amounts are adequate to protect FTA’s interest and will accept a local bonding policy that meets the following minimums:
- **Less Than \$1 Million.** Fifty percent of the contract price if the contract price is not more than \$1 million,
  - **More Than \$1 Million but Less Than \$5 Million.** Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million, or
  - **More Than \$5 Million.** Two and one half million dollars if the contract price is more than \$5 million.
- iv. **Acceptable Sureties.** The Common Grant Rule for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, “Surety Companies Doing Business with the United States,” 31 CFR Part 223. For a current list of approved sureties, see Department of the Treasury’s Listing of Approved Sureties (Department Circular 570), <http://fms.treas.gov/c570/c570.html>. FTA encourages each governmental recipient to require similarly acceptable sureties.
- v. **Reduced Bonding.** FTA recognizes that bonding costs can be expensive. FTA will accept a local bonding policy that conforms to the minimums described in this subparagraph 2.h(1) of this Chapter. FTA reserves the right to approve bonding amounts that do not conform to these minimums if the local bonding policy adequately protects the Federal interest. A recipient that wishes to adopt less stringent bonding requirements, for a specific class of projects, or for a particular project should submit its policy and rationale to the Regional Administrator for the region administering the project.
- vi. **Excessive Bonding.** Compliance with State and local bonding policies that are greater than FTA’s bonding requirements do not require FTA approval. FTA recognizes that in some situations bond requirements can be useful if the recipient has a material risk of loss because of a failure of the prospective contractor. This is particularly so if the risk results from the likelihood of the contractor’s bankruptcy or financial failure when the work is partially completed. Nevertheless, if the recipient’s “excessive bonding” requirements would violate the Common Grant Rules as restrictive of competition, FTA will not provide Federal assistance for procurements encumbered by those requirements. Consequently, if the recipient’s bonding policies far exceed those described in this subsection; FTA reminds the recipient that it may find it useful to submit its policy and rationale to the Regional Administrator for the region administering the project.

23.

**Bus Testing:** *Applies only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in*

*accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.*

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

24. **Fly America:** *Applies to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.*

a) *Definitions.* As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

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(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

25. **Patent Rights and Rights in Data:** *Applies when entering into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award. The recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non-exclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:*
- a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and*
  - b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.*

Intellectual Property Rights: This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- a) The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
  - i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

- ii. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- b) Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- c) Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- d) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- e) Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- f) The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

26. **Pre-Award and Post-Delivery Audits of Rolling Stock Purchases:** *Applies to the purchase of revenue service rolling stock with FTA funds and must comply with the pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented by 49 C.F.R. part 663.*

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

27. **Recycled Products:** *Applies to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000. Applies to States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of*

*the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.*

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

\_\_\_\_\_ 28. **Safe Operation of Motor Vehicles:** *Applies to all federally funded third party contracts.*

**Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

**Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

\_\_\_\_\_ 29. **Seismic Safety:** *Applies only to contracts for the construction of new buildings or additions to existing buildings.*

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

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*Note: Information on clauses was obtained from the FTA Best Practices Procurement and Lessons Learned Manual, and Circular FTA C 4220.1F Third Party Contracting Guidance.*

<https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>

<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

**ROLLING STOCK STATUS REPORT - (CAPITAL REPLACEMENT PLAN)  
FARGO MATBUS - FIXED ROUTE**

Vehicle Number	Veh Year	Make/Model	VIN	Date in Service	Out of Service	Fed Useful Life (Yr)	Anticipated Replacement Year	Actual Current Mileage	Minimum Useful Life Mileage	Change	Remaining % based on Miles	Total Purchase Price	Total Federal Share
1126	2002	Gillig	15GGGE221921090482	4/1/2002		12	2014	551,554	500,000	(51,554)	-10%	\$ 239,824	\$ 199,054
1127	2002	Gillig	15GGGE221021090483	4/1/2002		12	2014	549,738	500,000	(49,738)	-10%	\$ 239,824	\$ 199,054
1128	2002	Gillig	15GGGE221121090484	4/1/2002		12	2014	532,279	500,000	(32,279)	-6%	\$ 239,824	\$ 199,054
1139	2004	Gillig	15GGGE291141090680	5/24/2004		12	2016	510,649	500,000	(10,649)	-2%	\$ 258,637	\$ 214,669
1140	2004	Gillig	15GGGE291341090681	5/24/2004		12	2016	561,067	500,000	(61,067)	-12%	\$ 258,637	\$ 214,669
1141	2004	Gillig	15GGGE291541090682	5/24/2004		12	2016	520,643	500,000	(20,643)	-4%	\$ 258,637	\$ 214,669
1142	2004	Gillig	15GGGE291741090683	5/24/2004		12	2016	538,276	500,000	(38,276)	-8%	\$ 258,637	\$ 214,669
1173	2007	New Flyer	5FYD5KV037C032361	9/7/2007		12	2019	332,706	500,000	167,294	33%	\$ 296,500	\$ 246,095
1174	2007	New Flyer	5FYD5KV057C032362	9/7/2007		12	2019	278,710	500,000	221,290	44%	\$ 296,500	\$ 246,095
1175	2007	New Flyer	5FYD5KV097C032363	9/7/2007		12	2019	295,934	500,000	204,066	41%	\$ 296,500	\$ 246,095
1176	2007	New Flyer	5FYD5KV097C032364	9/7/2007		12	2019	304,468	500,000	195,532	39%	\$ 296,500	\$ 246,095
1184	2009	New Flyer	5FYD5KV198035761	6/9/2009		12	2021	217,924	500,000	282,076	56%	\$ 357,756	\$ 296,937
1185	2009	New Flyer	5FYD5KV198035762	6/9/2009		12	2021	198,637	500,000	301,363	60%	\$ 357,756	\$ 296,937
1186	2009	New Flyer	5FYD5KV1398035763	6/9/2009		12	2021	27,965	500,000	472,035	60%	\$ 357,756	\$ 296,937
1187	2009	New Flyer	5FYD5KV1598035764	6/9/2009		12	2021	198,925	500,000	301,075	60%	\$ 357,756	\$ 296,937
1188	2009	New Flyer	5FYD5KV1798035765	6/9/2009		12	2021	205,179	500,000	294,821	59%	\$ 357,756	\$ 296,937
1195	2010	New Flyer	5FYD5KV13A8037421	5/18/2010		12	2022	239,694	500,000	260,306	52%	\$ 379,309	\$ 314,826
1196	2010	New Flyer	5FYD5KV13A8037422	5/18/2010		12	2022	218,779	500,000	281,221	56%	\$ 379,309	\$ 314,826
1197	2010	New Flyer	5FYD5KV15A8037423	5/18/2010		12	2022	209,418	500,000	290,582	58%	\$ 379,309	\$ 314,826
1198	2010	New Flyer	5FYD5KV17A8037424	5/18/2010		12	2022	219,596	500,000	280,404	56%	\$ 379,309	\$ 314,826
1199	2010	New Flyer	5FYD5KV19A8037425	5/18/2010		12	2022	226,490	500,000	273,510	55%	\$ 379,309	\$ 314,826
1200	2011	New Flyer	5FTGSKU1988038630	3/19/2011		12	2023	239,164	500,000	260,836	52%	\$ 582,203	\$ 483,228
1201	2011	New Flyer	5FYH5KV1088038631	3/31/2011		12	2023	221,316	500,000	278,684	56%	\$ 582,203	\$ 483,228
1220	2013	New Flyer	5FYH8FU13DC041812	5/17/2013		12	2025	144,855	500,000	355,145	71%	\$ 582,203	\$ 483,228
1221	2013	New Flyer	5FYH8FU15DC041813	5/17/2013		12	2025	145,939	500,000	354,061	71%	\$ 582,203	\$ 483,228
1222	2013	New Flyer	5FYH8FU17DC041814	5/17/2013		12	2025	109,878	500,000	390,122	78%	\$ 582,203	\$ 483,228
1223	2013	New Flyer	5FYH8FU19DC041815	5/17/2013		12	2025	110,971	500,000	389,029	78%	\$ 582,203	\$ 483,228
4151	2015	New Flyer	5FYH8FR00FB047642	8/17/2015		12	2027	440,645	500,000	440,645	88%	\$ 647,869	\$ 537,731
4152	2015	New Flyer	5FYH8FR02FB047643	8/17/2015		12	2027	56,925	500,000	443,075	89%	\$ 647,869	\$ 537,731
4171	2017	New Flyer	5FYD8KV07GB5050519	4/12/2017		12	2029	21,188	500,000	478,812	96%	\$ 449,703	\$ 373,254
4172	2017	New Flyer	5FYD8KV03GB5050520	4/11/2017		12	2029	23,406	500,000	476,594	95%	\$ 449,703	\$ 373,254
<b>TOTAL</b>													

ROLLING STOCK STATUS REPORT - (CAPITAL REPLACEMENT PLAN)  
PARATRANSIT

Vehicle Number	Veh Year	Make/Model	VIN	Date in Service	License Plate #	Out of Service	Feed Useful Life (Y)	Anticipated Replacement Year	Current Actual Mileage	Minimum Useful Life Mileage	Change	Remaining % based on Miles	Total Purchase Price	Total Federal Share	Total State Share
<b>City of Fargo Owned Vehicles:</b>															
1228	2015	Ford Goshen GCI	1FDEE4FL2FDA12131	5/1/2015	G20891		5	2020	73,882	150,000	76,108	51%	\$ 61,372	\$	\$ 50,939
1229	2015	Ford Goshen GCI	1FDEE4FL2FDA12132	5/15/2015	G20892		5	2020	73,376	150,000	76,624	51%	\$ 61,372	\$	\$ 50,939
1230	2015	Ford Goshen GCI	1FDEE4FL2FDA12133	5/10/2015	G30393		5	2020	74,982	150,000	75,018	50%	\$ 61,372	\$	\$ 50,939
1236	2015	Ford Goshen GCI	1FDEE4FL2FDA35055	8/9/2015	G20905		5	2020	69,790	150,000	80,210	53%	\$ 61,372	\$	\$ 50,939
1237	2015	Ford Goshen GCI	1FDEE4FL2FDA35056	9/7/2015	G20906		5	2020	65,691	150,000	84,309	56%	\$ 61,372	\$	\$ 50,939
1238	2015	Ford Goshen GCI	1FDEE4FL2FDA35057	10/30/2015	G20907		5	2020	57,010	150,000	92,990	62%	\$ 61,372	\$	\$ 50,939
8161	2015	Elkhart Coach ECI	1FDEE4S4HD0C5249	5/10/2017	G91914		5	2021	15,014	150,000	134,986	90%	\$ 70,976	\$	\$ 66,781
8162	2016	Elkhart Coach ECI	1FDEE4S4HD0C5250	5/15/2017	G91915		5	2021	11,195	150,000	137,805	92%	\$ 70,976	\$	\$ 66,781
8163	2016	Elkhart Coach ECI	1FDEE4S4HD0C5248	2/13/2017	G91599		5	2021	20,866	150,000	129,134	86%	\$ 70,976	\$	\$ 66,781
8171	2017	Elkhart Coach ECI	1FDEE4S4HD0C5435	11/6/2017	G92308		5	2022	1,611	150,000	148,389	99%	\$ 76,476	\$	\$ 61,181
8172	2017	Elkhart Coach ECI	1FDEE4S4HD0C5437	10/16/2017	G84003		5	2022	225	150,000	149,775	100%	\$ 76,476	\$	\$ 61,181
<b>Moosehead Owned Vehicles (Leased to City of Fargo for Paratransit):</b>															
1218	2012	Ford Goshen GCI	1FDEE4F57CD0402722	1/11/2012	8Y80649		5	2017	159,139	150,000	(9,139)	-6%	\$ 69,162	\$	\$ 55,329
1225	2014	Ford Goshen GCI	1FDEE4FL2EDA37871	6/20/2014	941951		5	2019	302,443	150,000	47,557	32%	\$ 66,731	\$	\$ 55,021
1231	2015	Ford Goshen GCI	1FDEE4FL2FDA14406	4/30/2015	8Y83710		5	2020	78,281	150,000	71,719	48%	\$ 69,084	\$	\$ 55,267
1232	2015	Ford Goshen GCI	1FDEE4FL2FDA14407	5/7/2015	8Y83745		5	2020	73,889	150,000	76,111	51%	\$ 69,000	\$	\$ 55,200
<b>TOTAL</b>									<b>878,404</b>						



**ROLLING STOCK STATUS REPORT - (CAPITAL REPLACEMENT PLAN)  
MOORHEAD MATBUS - FIXED ROUTE**

Vehicle Number	Veh Year	Make/Model	VIN	Date in Service	Out of Service	Fed Useful Life (Yr)	Anticipated Replacement Year (Funded)	Actual Mileage June 30, 2017	Minimum Useful Life Mileage	Change	Remaining % based on Miles	Total Purchase Price	Total Federal Share	Total State Share
590	2005	Orion VII - 30'	1VHFD6A2856701338	1/4/2005		12	2018	429,973	500,000	70,027	14%	\$ 262,935.00	\$ 210,348.00	
592	2005	Orion VII - 30'	1VHFD6A2756701340	1/4/2005		12	2019	439,982	500,000	60,018	12%	\$ 262,935.00	\$ 210,348.00	
593	2005	Orion VII - 30'	1VHFD6A2856701341	1/4/2005		12	2019	473,293	500,000	26,707	5%	\$ 262,935.00	\$ 210,348.00	
1020	2010	New Flyer - 35'	SFYD8KV14AB037431	6/14/2010		12	2022	272,599	500,000	227,401	45%	\$ 379,701.00	\$ 379,701.00	
2151	2015	New Flyer - 35'	SFYD8KV00FB047525	9/4/2015		12	2027	71,210	500,000	428,790	86%	\$ 443,263.44		\$ 354,610.75
2161	2015	New Flyer - 35'	SFYD8KV0XFB048472	1/28/2016		12	2028	66,740	500,000	433,260	87%	\$ 443,127.37	\$ 376,658.00	
2162	2015	New Flyer - 35'	SFYD8KV01FB048473	1/29/2016		12	2028	65,816	500,000	434,184	87%	\$ 443,033.21		\$ 354,426.57
2163	2015	New Flyer - 35'	SFYD8KV03FB048474	2/9/2016		12	2028	65,980	500,000	434,020	87%	\$ 442,826.46		\$ 354,261.17
2164	2015	New Flyer - 35'	SFYD8KV06FB048475	2/22/2016		12	2028	61,882	500,000	438,118	88%	\$ 442,994.51		\$ 354,395.61
2171	2016	New Flyer - 35'	SFYD8KV03GB050547	4/11/2017		12	2029	8,415	500,000	491,585	98%	\$ 458,123.50	\$ 366,499.00	
2172	2016	New Flyer - 35'	SFYD8KV03GB050548	4/13/2017		12	2029	9,260	500,000	490,750	98%	\$ 458,078.22	\$ 366,463.00	See Note

**TOTAL** 11

**ROLLING STOCK STATUS REPORT - (CAPITAL REPLACEMENT PLAN)  
VALLEY SENIOR SERVICES (METRO SENIOR RIDE) - FARGO PARK DISTRICT**

Vehicle Number	Veh Year	Make/Model	VIN	Date in Service	Out of Service	Fed Useful Life (Yr)	Anticipated Replacement Year Replaced in 2009 - Backup Only	Actual Mileage June 30, 2017	Minimum Useful Life Mileage	Change	Remaining % based on Miles	Total Purchase Price	Total Federal Share
1167 (Spare)	1999	Ford Windstar	2FMZA5146XBB52498	1/2/2008		4	2009 - Backup Only	96,360	100,000	3,640	4%	Gifted	\$ -
1209 (9)	2013	Dodge Caravan	2CARDG8G7DR813703	9/1/2013		4	2017	110,275	100,000	(10,275)	-10%	\$ 21,226.00	\$ 16,981.00
1226 (10)	2014	Dodge Caravan	2CARDG8G8ER378787	10/13/2014 10/23/15, In Service		4	2018	73,866	100,000	26,134	26%	\$ 20,302.00	\$ 16,242.00
5151 (8)	2015	Dodge Caravan	1wCARDG8GXFR703439	10/29/15		4	2019	47,211	100,000	52,789	53%	\$ 20,516.00	\$ 16,413.00
<b>TOTAL</b>													

**ROLLING STOCK STATUS REPORT - (CAPITAL REPLACEMENT PLAN)  
NON-REVENUE SERVICE VEHICLES**

Vehicle Number	Veh Year	Make/Model	VIN	Date in Service	Out of Service	Fed Useful Life (Yr)	Anticipated Replacement Year	Anticipated Replacement Cost	Actual Mileage June 30, 2017	Minimum Useful Life Mileage	Change	Remaining % based on Miles	Total Purchase Price	Total Federal Share
<b>Jointly Owned by Fargo (2/3) &amp; Moorhead (1/3):</b>														
1250	2009	GMC Sierra 3500 4WD (Shop Truck)	1GDJK74K19F171350			10	2019		2,272	100,000	97,228	98%	\$ 44,686.83	\$ 35,749.46
<b>Fargo-Owned:</b>														
410	2007	Chevrolet Malibu							47,533					
1160	2007	GMC Upsander (Transfer/Pool Vehicle)	1GNHVV23W97D171211	3/6/2007	Transferred from Senior Ride	4	Replaced previously		148,791	100,000	(48,791)	-49%		
1163	2005	Caravan (Transfer/Pool Vehicle)	1D4GP24R65B173714	4/27/2004	Transferred from Senior Ride	4	Replaced previously		180,017	100,000	(80,017)	-80%		
1165	2005	Caravan (Transfer/Pool Vehicle)	1D4GP24R85B173715	4/27/2004	Transferred from Senior Ride	4	Replaced previously		170,070	100,000	(70,070)	-70%		
1213	2011	Dodge Caravan (Shop Van)	2D4RN4DG28R795796	7/8/2011	Transferred from Senior Ride	4	Replaced previously		140,973	100,000	(40,973)	-41%		
1215	2011	Dodge Caravan (Transfer/Pool Vehicle)	2D4RN4DG68R795798	8/10/2011	Transferred from Senior Ride	4	Replaced previously		141,108	100,000	(41,108)	-41%		
3171	2017	Dodge Journey (Admin Vehicle)	3C4PDDAG8RT600348	4/5/2017		4	2021		1,426	100,000	98,574	99%		
<b>Moorhead-Owned:</b>														
1205 (6)	2009	Dodge Caravan	2D8HN44E79R68891	8/31/2009	Transferred from Senior Ride 9/2013	4	Replaced previously		150,080	100,000	(50,080)	-50%	\$ 19,253.92	\$ 19,253.62
1204 (8)	2009	Dodge Caravan	2D8HN44E68R68882	8/31/2009	Transferred from Senior Ride 9/2015	4	2013		126,938	100,000	(26,938)	-27%	\$ 19,253.92	\$ 19,253.92
961	2015	Advance Rider Sweeper/Scrubber CS 7000 Hybrid	100005947	7/2/2015		10	2025		64				\$ 55,824.00	\$ 44,659.20

**NOTES:**  
Unit 1204 had the transmission replaced in 2015.  
Metro Senior Ride borrowed Unit 1205 for a short period in June/July 2015 due to aging fleet.

## COST ALLOCATION PLAN

The Cities of Fargo and Moorhead share certain costs and revenues for jointly operated services and facilities. Sharing of these transit expenses and revenues are based on a Master Joint Powers Agreement.

Cost sharing formulas are summarized as follows:

### **Metro Transit Garage (MTG):**

**Facility:** Current ownership of the Metro Transit Garage facility is one-third Moorhead and two-thirds Fargo. Costs related to ownership, such as property insurance, building repairs, equipment, furniture and fixtures, are shared one-third Moorhead and two-thirds Fargo. Each City then divides their share of the costs between services types, Fixed Route and Paratransit, based on a percentage of their vehicles owned and stored in the facility. Miscellaneous revenue, such as property insurance claims, is also shared in the same way as expenses. Refer to Figure 1 for an example.

**Revenue Vehicles:** Costs directly related to operation of Revenue Vehicles, such as maintenance and report labor, parts, outside vendors, and fuel, are charged by work order to the specific vehicle and paid by the owner of the vehicle.

**Indirect Costs:** Costs that cannot be attributed directly to a vehicle, such as restocking parts inventory, cleaning supplies, wages for the Parts Clerk and cleaners and Shop Supervisor, are charged based on the percentage of vehicles owned by each City by service type, Fixed Route and Paratransit, that are stored in the facility (herein referred to as the "Vehicle Units Stored Formula." Miscellaneous revenue that cannot be attributed directly to a vehicle, such as returning parts from inventory and revenue received from labor performed for other transit entities, is also shared based on the Vehicle Units Stored Formula for all service types. Refer to Figure 2 for an example.

**Non-Revenue Vehicles:** Costs related to Non-Revenue Vehicles, such as pool cars and the shop truck, are charged based on the Vehicle Units Stored Formula across all service types.

**MAT Paratransit:** Once Revenue Vehicle costs for MAT Paratransit maintenance and repairs are determined, they are then shared between the two cities based on the pro rata share of ridership.

**Reconciliation with General Ledger:** The spreadsheet used for cost sharing ensures that the total costs are equal to the General Ledger from the City of Fargo. Account line items are colored coded based on the cost-sharing formula: yellow are costs shared based on facility ownership, blue are direct costs charged to the vehicle owner, pink costs are shared based on the Vehicle Units Stored Formula.

**Ground Transportation Center (GTC):** This facility is 100% owned by the City of Fargo and any major building repairs or equipment is paid for 100% by Fargo. Cost to operate, such as heat, electricity, garbage, contracted services for dispatchers and security, office supplies, cleaning supplies, janitorial services, postage, telephone, etc. are shared on a one-third Moorhead and two-thirds Fargo formula.

**MAT Paratransit Service:** The City of Fargo hires the Reservationists for scheduling rides on MAT Paratransit. Fargo contracts with First Transit for management and driver services. All of the actual operating costs for MAT Paratransit service are shared between the Cities based on their pro rata share of ridership. Each month, Fargo invoices Moorhead for operating costs based on actual costs multiplied by Moorhead's share of total ridership. Vehicles for Paratransit are provided by both Fargo and Moorhead and Moorhead's vehicles are leased to and insured by Fargo.

**Mobility Management:** The Mobility Manager is hired by the City of Fargo and costs for wages, training, office supplies, marketing and promotional materials, workshops, etc. are shared on a one-third Moorhead and two-thirds Fargo formula.

Attached are the following documents:

- Example of invoice
- Cost sharing for Metro Transit Garage

**Figure 1**

**INDIRECT REVENUE VEHICLE AND NON-REVENUE VEHICLE EXPENSES & REVENUES SHARED BY VEHICLE UNITS STORED FORMULA**

	<b># of Vehicles Stored at the MTG</b>	<b>% of Total (Share of Cost)</b>
Fargo Fixed Route	29	52.73%
Moorhead Fixed Route	11	20.00%
MAT Paratransit	15	27.27%
<b>TOTAL</b>	<b>55</b>	<b>100.00%</b>

**Example:**

Expense to purchase parts for placement in inventory	\$	1,000.00	
Revenue for returned of parts from inventory	\$	(500.00)	

	<b>Share of Cost</b>	<b>Expense</b>	<b>Revenue</b>
Fargo Fixed Route	52.73%	\$ 527.27	\$ (263.64)
Moorhead Fixed Route	20.00%	\$ 200.00	\$ (100.00)
MAT Paratransit	27.27%	\$ 272.73	\$ (136.36)
<b>TOTAL</b>	<b>100.00%</b>	<b>\$ 1,000.00</b>	<b>\$ (500.00)</b>

**Figure 2**

**FACILITY EXPENSES AND REVENUES SHARED BY OWNERSHIP  
THEN SPLIT BY SERVICE TYPE USING THE VEHICLE UNITS STORED FORMULA**

		<b>% of Ownership (Share of Cost)</b>			
City of Fargo		67%			
City of Moorhead		<u>33%</u>			
TOTAL		100%			
<b>Example:</b>					
			<b>Fargo Share</b>	<b>Moorhead Share</b>	<b>Total</b>
Property Insurance	\$ 1,000.00	\$ 670.00	\$ 330.00	\$ 1,000.00	
Insurance Claim Paid	\$ (500.00)	\$ (335.00)	\$ (165.00)	\$ (500.00)	
<b># of Vehicles Stored at the MTG</b>					
		<b>Share of Cost</b>	<b>Expense</b>	<b>Revenue</b>	
Fargo Fixed Route	29	72.50%	\$ 485.75	\$ (242.88)	
Fargo Paratransit	<u>11</u>	<u>27.50%</u>	\$ 184.25	\$ (92.13)	
Total Fargo	40	100.00%	\$ 670.00	\$ (335.00)	
Moorhead Fixed Route	11	73.33%	\$ 242.00	\$ (121.00)	
Moorhead Paratransit	<u>4</u>	<u>26.67%</u>	\$ 88.00	\$ (44.00)	
Total Moorhead	15	100.00%	\$ 330.00	\$ (165.00)	
TOTAL			\$ 1,000.00	\$ (500.00)	

## EXAMPLE OF INVOICE - ATTACHMENT 1

### DRAFT

#### MTG Costs September 2017

**Note: Original invoice will be sent by Auditor's Office - please pay from that.**

Moorhead Fixed Route		
Operating (50/50)	20,788.25	
Preventive Mtce (80/20)	54,244.81	
Operating (50/50) - AVA System Data Plan	463.73	
Capital (80/20)	-	
	<hr/>	
	75,496.79	
 Moorhead Paratransit		
Operating (50/50)	686.49	
Preventive Mtce (80/20)	7,311.66	
Total Paratransit	<hr/>	
	7,998.15	
 TOTAL DUE		
	<table border="1"><tr><td>83,494.95</td></tr></table>	83,494.95
83,494.95		

Account Number	Line Item	Allocation	Cap/Operating	Fargo	Moorhead	Paratransit	Sep-17	# of Vehicles	# of Vehicles				Total (GL)	Direct	Indirect	Fixed	Fargo	Mhd	Para	4
									Paratransit	Ridership	Fixed	Fargo								
101-2069-491-11-00	Wages and Benefits:																			
101-2069-491-11-00	Building Maintenance:																			
101-2069-491-11-00	Payroll	Proportion of Ownership	Capital	2/3	1/3															
101-2069-491-11-00	Parts and Stock Clerk, Fleet Supervisor, Office, Other	Per Vehicle Unit	Capital	54%	20%	27%														
101-2069-491-11-00	Cleaners	Per Vehicle Unit	Capital	54%	20%	27%														
101-2069-491-11-00	Repair and Maintenance - City Mechanic Services	Per Vehicle Unit	Capital	54%	20%	27%														
101-2069-491-11-00	Direct - Fargo Fixed																			
101-2069-491-11-00	Direct - Moorhead Fixed																			
101-2069-491-11-00	Direct - Fargo Para																			
101-2069-491-11-00	Direct - Moorhead Para																			
101-2069-491-24-00	Unemployment Compensation	Per Vehicle Unit	Capital	54%	20%	27%														
101-2069-491-25-00	Workers Compensation	Per Vehicle Unit	Capital	54%	20%	27%														
101-2069-491-34-05	Technical Services / Electricians	Proportion of Ownership	Capital	2/3	1/3															
101-2069-491-34-05	Technical Services / Computer Services	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-38-99	Other Services / Other Services	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-41-05	Utility Services / Water and Sewer	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-42-05	Cleaning Services / Custodial Services	Per Vehicle Unit	Capital	54%	20%	27%														
101-2069-491-42-10	Cleaning Services / Grounds Maint. Services	Per Vehicle Unit	Capital	54%	20%	27%														
101-2069-491-42-15	Cleaning Services / Garbage Pickup	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-43-05	Repair and Maintenance / Freight Cost	Per Vehicle Unit	Capital	54%	20%	27%														
101-2069-491-43-10	Repair and Maintenance / Building Repairs	Proportion of Ownership	Capital	2/3	1/3															
101-2069-491-43-20	Repair and Maintenance / General Equipment Repair	Per Vehicle Unit	Capital	54%	20%	27%														
101-2069-491-43-21	Repair and Maintenance / Computer Equipment Repair	Per Vehicle Unit	Capital	54%	20%	27%														
101-2069-491-43-25	Repair and Maintenance / Bus Repairs / Parts	Per Vehicle Unit	Capital	54%	20%	27%														
101-2069-491-43-25	Direct - Fargo Fixed																			
101-2069-491-43-25	Direct - Moorhead Fixed																			
101-2069-491-43-25	Direct - Fargo Para																			
101-2069-491-43-25	Direct - Moorhead Para																			
101-2069-491-43-30	Repair and Maintenance / Outside Mechanic Svc	Per Vehicle Unit	Capital	54%	20%	27%														
101-2069-491-43-30	Direct - Fargo Fixed																			
101-2069-491-43-30	Direct - Moorhead Fixed																			
101-2069-491-43-30	Direct - Fargo Para																			
101-2069-491-43-30	Direct - Moorhead Para																			
101-2069-491-43-50	Repair and Maintenance / Maintenance Service Cont.	Per Vehicle Unit	Capital	54%	20%	27%														
101-2069-491-44-20	Rentals / Equipment & Vehicle Rent	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-44-30	Rentals / Operating Leases	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-52-10	Insurance / Property Insurance	Proportion of Ownership	Operating	2/3	1/3															
101-2069-491-52-20	Insurance / Automobile Liability	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-52-30	Insurance / General Liability	Proportion of Ownership	Operating	2/3	1/3															
101-2069-491-53-10	Communications / Regular Phone Service	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-53-20	Communications / Cellular Phone Service	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-53-30	Communications / Radio Systems	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-53-40	Communications / Fax Machines	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-53-60	Communications / Other Communications	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-53-60	Direct - Moorhead Fixed (AVA System)																			
101-2069-491-54-10	Advertising / Legal Publications	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-55-10	Printing & Publishing / Custom Printed Forms	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-55-20	Printing & Publishing / Duplication and Copies	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-55-30	Printing & Publishing / Printing / Binding / Rep.	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-56-60	In State Travel / In State Travel Expenses	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-57-60	Out of State Travel / Out of State Travel Exp	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-59-10	Education / Due & Membership Instate	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-59-11	Education / Dues/Membership Outside	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-59-20	Education / Seminar & Conf. Instate	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-59-21	Education / Seminar & Conf. Outstate	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-59-30	Education / Reference Materials	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-61-10	General Supplies / Office Supplies	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-61-15	General Supplies / Faxbox Cards	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-61-20	General Supplies / Medical Supplies	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-61-30	General Supplies / Vehicle Repair Supplies	Per Vehicle Unit	Operating	54%	20%	27%														
101-2069-491-61-40	General Supplies / General Supplies	Per Vehicle Unit	Operating	54%	20%	27%														

Total (GL)		Direct		Indirect		Fixed		Fargo		Mhd		Para		4	
115,147.95	5,751.51	16,893.97	1,028.73	2,805.61	1,405.82	3,318.46	3,600.20	9,050.34	15,131.01	23,825.26	13,470.20	4,402.23	1,520.92	390.76	511.25
2,189.20	2,189.20	1,405.00	466.53	1,172.79	430.02	5,548.04	6,019.07	15,131.01	15,446.43	23,825.26	8,735.93	9,477.62	2,435.01	924.97	
266.17	266.17	822.81	299.41	401.37	275.96	354.15	354.15	5,971.55	5,971.55	21,022.12	5,971.55	1,378.43	1,378.43	76.93	
1,927.10	1,927.10	4,831.74	410.68	1,032.38	378.54	5,167.79	5,167.79	29,922.55	29,922.55	183.83	67.40	73.13	18.79	119.86	
42,458.42	42,458.42	37,626.68	1,023.67	2,588.43	949.09	4,118.61	4,118.61	1,510.16	1,510.16	1,130.89	414.66	449.87	115.58	354.15	
34,111.98	34,111.98	7,668.07	1,638.37	5,167.79	21,022.12	186.17	186.17	47.83	47.83	343.14	343.14	343.14	343.14	420.93	
343.14	343.14	47.83	186.17	183.83	67.40	73.13	18.79	47.83	47.83	343.14	343.14	343.14	343.14	47.83	
354.11	354.11	354.11	75.46	189.70	69.56	463.73	463.73	463.73	463.73	2,111.00	2,111.00	2,111.00	2,111.00	19.39	
463.73	463.73	463.73	463.73	463.73	463.73	463.73	463.73	463.73	463.73	463.73	463.73	463.73	463.73	463.73	
2,111.00	2,111.00	2,111.00	449.87	1,130.89	414.66	7.50	7.50	29.27	29.27	149.00	149.00	149.00	149.00	8.16	
105.95	105.95	105.95	22.58	56.76	20.81	887.79	887.79	887.79	887.79	1,657.21	1,657.21	1,657.21	1,657.21	5.80	
1,657.21	1,657.21	1,657.21	353.16	887.79	325.52	887.79	887.79	887.79	887.79	979.12	979.12	979.12	979.12	90.73	
979.12	979.12	979.12	208.66	524.53	192.33	524.53	524.53	524.53	524.53	979.12	979.12	979.12	979.12	53.61	



101-2069-491.61-41	General Supplies / Small Tools	Per Vehicle Unit	27%	344.42	184.51	67.65	73.40	18.86
101-2069-491.61-45	General Supplies / Janitorial Supplies	Per Vehicle Unit	27%	187.00	105.54	38.70	41.98	10.79
101-2069-491.62-10	Energy / Gasoline	Per Vehicle Unit	27%	585.65	313.74	115.04	124.81	32.07
101-2069-491.62-11	Energy / Diesel Fuel: *See Direct Billing Only	Per Vehicle Unit	27%	47,513.31	(14,415.35)	-	-	-
	Direct - Fargo Fixed		30%	81,928.67	43,603.31	-	-	-
	Direct - Moorhead Fixed			43,603.31	18,325.36	-	-	-
	Direct - Fargo Para			-	-	18,325.36	-	-
	Direct - Moorhead Para			-	-	-	-	-
101-2069-491.62-12	Energy / Other Fuels	Per Vehicle Unit	27%	207.52	111.17	40.78	44.22	11.36
101-2069-491.62-50	Energy / Natural Gas	Per Vehicle Unit	27%	4,967.73	2,661.28	975.80	1,056.65	271.99
101-2069-491.62-51	Energy / Electricity	Per Vehicle Unit	27%	-	-	-	-	-
101-2069-491.62-52	Energy / Propane	Per Vehicle Unit	27%	-	-	-	-	-
101-2069-491.62-53	Energy / Heating Oil and Coal	Per Vehicle Unit	27%	-	-	-	-	-
101-2069-491.64-10	Clothing / Uniforms / Clothing	Per Vehicle Unit	27%	1,144.64	613.20	224.84	243.93	62.67
101-2069-491.68-10	Miscellaneous / Miscellaneous	Per Vehicle Unit	27%	-	-	-	-	-
101-2069-491.68-50	Miscellaneous / Safety Compliance	Per Vehicle Unit	27%	-	-	-	-	-
10-2069-491.69-53	Military Pay	Per Vehicle Unit	27%	-	-	-	-	-
101-2069-491.74-10	Capital Outlay / Machinery & Equipment	Proportion of Ownership	1/3	-	-	-	-	-
101-2069-491.74-11	Capital Outlay/Computer Equipment	Proportion of Ownership	2/3	-	-	-	-	-
101-2069-491.74-30	Capital Outlay/Furniture and Fixtures	Proportion of Ownership	1/3	-	-	-	-	-
<b>GRAND TOTAL</b>				259,196.13	145,668.01	75,576.03	30,064.70	8,006.54
	Percent of Total Cost Distribution			272.03	152.88	79.23	31.52	8.39
				112,969.03	145,668.01	75,496.79	30,033.18	7,998.15

259,196.13	145,668.01	75,576.03	30,064.70	8,006.54
272.03	152.88	79.23	31.52	8.39
112,969.03	145,668.01	75,496.79	30,033.18	7,998.15

259,196.13	145,668.01	75,576.03	30,064.70	8,006.54
272.03	152.88	79.23	31.52	8.39
112,969.03	145,668.01	75,496.79	30,033.18	7,998.15

**SUMMARY**

Indirect Costs	113,241.06	53,657.04	25,391.04	26,979.18	7,213.81
Direct Costs	146,227.10	92,163.85	50,184.99	3,085.52	792.74
Misc. Revenue	(272.03)	(152.88)	(79.23)	(31.52)	(8.39)
<b>TOTAL</b>	259,196.13	145,668.01	75,496.79	30,033.18	7,998.15

Operating (50/50)	60,051.68	35,904.93	20,788.25	2,672.00	666.49
Capital PW (80/20)	198,680.72	109,763.07	54,244.81	27,361.18	7,311.66
Other	463.73	-	463.73	-	-
<b>TOTAL</b>	259,196.13	145,668.01	75,496.79	30,033.18	7,998.15

101-2069-491.61-41	General Supplies / Small Tools	Per Vehicle Unit	27%	344.42	184.51	67.65	73.40	18.86
101-2069-491.61-45	General Supplies / Janitorial Supplies	Per Vehicle Unit	27%	187.00	105.54	38.70	41.98	10.79
101-2069-491.62-10	Energy / Gasoline	Per Vehicle Unit	27%	585.65	313.74	115.04	124.81	32.07
101-2069-491.62-11	Energy / Diesel Fuel: *See Direct Billing Only	Per Vehicle Unit	27%	47,513.31	(14,415.35)	-	-	-
	Direct - Fargo Fixed		30%	81,928.67	43,603.31	-	-	-
	Direct - Moorhead Fixed			43,603.31	18,325.36	-	-	-
	Direct - Fargo Para			-	-	18,325.36	-	-
	Direct - Moorhead Para			-	-	-	-	-
101-2069-491.62-12	Energy / Other Fuels	Per Vehicle Unit	27%	207.52	111.17	40.78	44.22	11.36
101-2069-491.62-50	Energy / Natural Gas	Per Vehicle Unit	27%	4,967.73	2,661.28	975.80	1,056.65	271.99
101-2069-491.62-51	Energy / Electricity	Per Vehicle Unit	27%	-	-	-	-	-
101-2069-491.62-52	Energy / Propane	Per Vehicle Unit	27%	-	-	-	-	-
101-2069-491.62-53	Energy / Heating Oil and Coal	Per Vehicle Unit	27%	-	-	-	-	-
101-2069-491.64-10	Clothing / Uniforms / Clothing	Per Vehicle Unit	27%	1,144.64	613.20	224.84	243.93	62.67
101-2069-491.68-10	Miscellaneous / Miscellaneous	Per Vehicle Unit	27%	-	-	-	-	-
101-2069-491.68-50	Miscellaneous / Safety Compliance	Per Vehicle Unit	27%	-	-	-	-	-
10-2069-491.69-53	Military Pay	Per Vehicle Unit	27%	-	-	-	-	-
101-2069-491.74-10	Capital Outlay / Machinery & Equipment	Proportion of Ownership	1/3	-	-	-	-	-
101-2069-491.74-11	Capital Outlay/Computer Equipment	Proportion of Ownership	2/3	-	-	-	-	-
101-2069-491.74-30	Capital Outlay/Furniture and Fixtures	Proportion of Ownership	1/3	-	-	-	-	-
<b>GRAND TOTAL</b>				259,196.13	145,668.01	75,576.03	30,064.70	8,006.54
	Percent of Total Cost Distribution			272.03	152.88	79.23	31.52	8.39
				112,969.03	145,668.01	75,496.79	30,033.18	7,998.15

% of Cost Distribution

101-0000-961.61-21 Miscellaneous Revenue  
NET EXPENDITURES

\* Direct billing diesel - Fargo purchases full inventory of fuel. Mhd is billed based only on use - there are no indirect costs billed.

45

December 14, 2017

Board of City Commissioners  
City Hall - 200 N 3<sup>rd</sup> Street  
Fargo, ND 58102

Dear Commissioners:

On November 20, 2017 the City Commission approved award of a five-year contract for Snow Removal Services for the Bus Shelters and Hubs to Valley Green & Associates as the current snow removal contract expires December 31, 2017.

The Transit Department respectfully requests approval of the attached contract, which has been reviewed by the City of Fargo's Legal Counsel.

Sincerely,



Julie Bommelman, Transit Director  
City of Fargo

/attachment

**CONTRACT**  
Between the City of Fargo, North Dakota and  
Valley Green & Associates for  
**TRANSIT PASSENGER SHELTER & HUB SNOW REMOVAL SERVICES**  
January 1, 2018 through June 30, 2022

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Fargo, North Dakota, a North Dakota municipal corporation, hereinafter referred to as the “City”, and Abrahamson Services, LLC d/b/a Valley Green & Associates, a Minnesota Limited Liability Company, hereinafter referred to as the “Contractor”.

**WHEREAS**, the City is in need of transit passenger shelter and hub snow removal services and the Contractor agrees to provide such services according to the terms of this Contract; and

**WHEREAS**, The Federal Transit Administration may be providing federal operating assistance for this project in an estimated amount not to exceed 50 percent of the total contract cost; the Catalog of Federal Domestic Assistance (CFDA) number is 20.507; and

**WHEREAS**, the City and the Contractor wish to set forth the procedures, conditions and agreements between the parties; and

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION HEREBY ACKNOWLEDGED, BE IT AGREED** between the City and the Contractor as follows:

1. THE WORK

The work under this Contract will include transit passenger shelter and hub snow removal services for the City’s MATBUS system. Tasks will include initial snow and ice removal within and around shelters and hubs within 24 hours of the conclusion of each snow event, follow-up snow removal, de-icing, and weekly reporting.

2. TERM

The Contractor covenants and agrees that it will commence and continue the work during the period from January 1, 2018, through June 30, 2022, and will have completed the work in every aspect to the satisfaction and approval of the City.

3. MATERIALS

The Contractor hereby agrees to furnish all materials and all necessary tools and equipment, and to do and perform all the work and labor, for the price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached and hereby made a part of this Contract (the “Proposal”), said work to be done and performed in accordance with the Specifications on file in the office of the City, which Specifications are hereby made a part of this Contract.

4. PRICE

The City agrees to pay, and the Contractor agrees to receive and accept payment, in accordance with the prices proposed for the unit items as set forth in the conformed copy of the Proposal hereto attached, which prices shall conform to those in the accepted Proposal. Payments will be made as provided in the Specifications.

5. ATTACHMENTS

This Contract consists of the following component parts, all of which are fully made a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached, to wit:

1. Advertisement for Proposals dated September 21, 2017
2. Request for Proposals Scope of Work for Transit Passenger Shelter and Hub Snow Removal Services dated September 25, 2017
3. All Addendums and Attachments identified in the Request for Proposal (not specified below)
4. Contractor Proposal and Appendix A, Cost Summary, dated November 6, 2017 (the Proposal)
5. This Contract
6. Federal Contract Clauses
7. Debarment and Suspension Certification (signed by Contractor)
8. Lobbying Certification (signed by Contractor)

6. STATE AND FEDERAL FUNDING

It is understood that this Contract between the City and the Contractor is contingent upon the receipt by the City of State and Federal funding for the operating deficit of the transit system during the time period specified herein. It is further understood that any reduction or loss of State or Federal funding for the operations of the transit system will be cause for the City, upon ninety (90) days written notification to the Contractor, to terminate this Contract.

7. MODIFICATIONS

Both parties will abide by all provisions set out, agreed upon and detailed within this Contract, the Proposal, Specifications and all Attachments. Any changes to the provisions of this Contract must be made with a written document signed by both parties.

8. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor, by submission of its Proposal, assures the City it will comply with, and be bound by, all applicable federal, state, and local laws, rules, and ordinances.

9. EQUAL OPPORTUNITY

The Contractor, as a recipient of City funds, must not discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veteran status, physical or mental disability or perceived disability, public assistance status, or other criteria protected by law.

#### 10. INDEMNIFICATION

The Contractor will hold harmless, indemnify and defend the City, and the City's employees, representatives, agents, designees, and assigns, from any and all claims arising out of or in any way related to the work under this Contract. Said indemnification will include, inter alia, attorneys' fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph will not apply to suits against the City arising out of the City's gross negligence or intentional acts, or those of its employees, agents or designees.

#### 11. LICENSURE & INSURANCE

The Contractor must be properly licensed to do business in Fargo during the entire term of this Contract. The Contractor must maintain the appropriate Worker's Compensation and Employer's Liability Insurance and must annually provide the City with a Certificate of Liability Insurance describing the limits of coverage and naming the City of Fargo as an additional insured party. By signing this Contract, the Contractor certifies that it will maintain the specified coverage during the entire term of the Contract. Any Cancellation Policy statement must read: "Should any of the above described policies be canceled or modified before the expiration date thereof, the issuing company will mail forty-five (45) calendar days written notice to the certificate holder named as the additional insured, but shall impose no obligation or liability of any kind upon the company, its agents, or representatives."

#### 12. GOVERNING LAW.

This Contract has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. The parties agree the venue for any litigation arising out of this Contract will be in state District Court within Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

#### 13. SUBCONTRACTORS

Subcontractors are not permitted under this Contract.

The date of commencement of the Contractor's performance shall be the date of signature by the City of Fargo, North Dakota authorized personnel or January 1, 2018, whichever event occurs later.

#### 14. TERMINATION PROVISIONS

The City reserves the right to cancel any contract for cause upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the contractor to provide services in the

quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the City.

The City may cancel or reduce the amount of service to be rendered if there is, in the opinion of the City Commission, a significant increase in local costs; or, in the opinion of the City Commission, insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the City will notify Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

Contractor is hereby notified that the City of Fargo Transit system pursuant to this agreement is dependent upon the necessary receipt of local, state and federal funding.

CITY OF FARGO, A NORTH DAKOTA  
MUNICIPAL CORPORATION

Dated: \_\_\_\_\_, 2017

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor

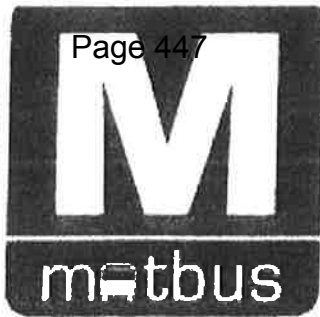
ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

ABRAHAMSON SERVICES, LLC,  
D/B/A  
VALLEY GREEN & ASSOCIATES

Dated: \_\_\_\_\_, 2017

By \_\_\_\_\_  
Joshua Abrahamson, Owner



650 23<sup>rd</sup> Street North, Fargo, North Dakota 58102 | p. 701-241-8140 | [www.matbus.com](http://www.matbus.com)

**REQUEST FOR PROPOSALS**  
**SNOW REMOVAL SERVICES FOR TRANSIT (MATBUS) PASSENGER SHELTERS & HUBS**  
**CITIES OF FARGO AND MOORHEAD – TRANSIT DIVISIONS**

**Date Issued: September 25, 2017**

The Cities of Fargo, North Dakota, and Moorhead, Minnesota, are requesting proposals for transit passenger shelter and hub snow removal services for the coordinated MATBUS system. Tasks will include snow removal from in and around shelters, clearing a walkway to and from shelters, and ensuring shelter areas are clear of ice. Tasks will also include snow removal from the parking lot and sidewalks at the Ground Transportation Center. This contract will not include any shelter window cleaning services.

Specifications and requirements are available by request for this five-year contract from Lori Van Beek, Moorhead Transit Manager, and Julie Bommelman, Fargo Transit Director, by email at [Lvanbeek@matbus.com](mailto:Lvanbeek@matbus.com) and [JBommelman@matbus.com](mailto:JBommelman@matbus.com) or by calling 701.241.8140.

Proposals will be received at the offices of the Metro Transit Garage, hereinafter called the "MTG", at 650 23<sup>rd</sup> Street North, Fargo, North Dakota 58102 until 2:00 p.m. (CDT) Monday, November 6, 2017 for Transit Passenger Shelter Snow Removal Services. Proposals received after the specified date and time will be considered late proposals and will not be opened or considered for award.

The Cities of Fargo and Moorhead reserve the right to reject any and all bids and to waive any informalities, irregularities, or technicalities in the bidding process. The Cities will award two separate contracts for Fargo and Moorhead. The contractor may choose to bid on Moorhead only, Fargo only, or both Fargo and Moorhead. Fargo consists of 74 standard passenger shelters and one transfer hub at the Ground Transportation Center; Moorhead consists of 29 passenger shelters and one transfer hub at the Marriott.

Up to 50% of the funding for the transit passenger shelter maintenance services contracts may be provided through a Federal Transit Administration operating grant, Catalog of Federal Domestic Assistance (CFDA) #20.507.

All bidders are notified that disadvantaged and women-owned business enterprises are encouraged to submit responses to this request. The Cities of Fargo and Moorhead will ensure that respondents to this request will not be discriminated against based on race, color national origin, sex, age, disability/handicap, or socioeconomic status.

If you have any questions regarding this request, please contact Lori Van Beek or Julie Bommelman at the E-mail addresses listed above or by calling 701.241.8140.

For the purposes of this procurement, the following proposal documents are applicable:

- Request for Proposals Cover Letter
- Instructions to Proposers
- Request for Proposals
- Scope of Work
- Submission of Proposal
- Federal Clauses & Standard Service Terms and Conditions
- Cost Summary (Appendix A) – refer to Excel Spreadsheet provided
- Certification Forms (Appendix B)
- Shelter Locations (Attachment 1)
- Evaluation Points (Attachment 2)
- Moorhead Marriott Diagram (Attachment 3)
- GTC Diagram (Attachment 4)
- Bid Proposal Form (Attachment 5)
- Reference Release (Attachment 6)
- Vendor Registration Form for MATBUS (Attachment 7)



## REQUEST FOR PROPOSALS

### INTRODUCTION

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The Contractor will be required, after every snowfall greater than 2 inches, to remove and clear snow from inside and around the bus shelters within 24 hours of the completion of the snow event. This includes the removal of all snowfall from the concrete pad on which the shelter resides. Piling the snow around the edges of the pad will not be acceptable. The area inside of the bus shelter must be entirely clear of snow and ice.

Additionally, the Contractor will be required to ensure a pathway (with a width of 48 inches) clear of snow and ice is provided from the bus shelter entrance to the roadway.

Contractor will also be required to visit all shelters at least three times per week to ensure that access to the shelters is not compromised because of snow or ice accumulation. The three trip days per week cannot be consecutive, unless requests are made for additional de-icing.

Monthly reports must be provided to the Transit staff (to accompany required monthly billing invoices) listing the dates and approximate times that each of the passenger waiting shelters were serviced. Payment will not be made by the Cities without such documentation. Shelter locations are listed at the end of this document (Attachment 1).

### MARRIOTT HUB

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The Contractor will be required to service the Moorhead Marriott transfer Hub before the first bus arrives at 6:00 AM on days when snowfall meets the two-inch (2") accumulation requirement outlined above. The entire length of sidewalk (between the curb and shelter/seating area) from the cross walk on 28th Avenue S. to the driveway to the north of the utility fence must be cleared, including the accessible curb cut. Due to the large nature of this Hub, the Contractor will need to allocate more time for snow clearing/deicing than a standard shelter. See Attachment 4 for a diagram of the requirements.

### GROUND TRANSPORTATION CENTER (GTC) HUB

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The Contractor will be required to service the GTC (502 Northern Pacific Ave, Fargo, ND 58102) before 5:30 AM on days when snowfall meets the 2 inch accumulation requirement outlined above. The entire length of the sidewalk running along NP must be cleared from 5th St. N to the bus entrance for the GTC on the East side including the accessible curb cut. The pedestrian walkways that run between the GTC building and parking lot area must also be cleared of snow. Additionally, the entire parking lot of the GTC, including the inlet and outlet roads must be cleared of snow. No de-icing is required for the GTC unless requested by the City. See Attachment 5 for a diagram of the requirements.

### **ICE MELT**

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During the winter season, the Contractor will be required to circulate to all of the shelters (Attachment 1) at least three times per week regardless of snow accumulation in order to remove snow or ice buildup from sidewalks to ensure safety and ADA accessibility. The three trip days per week cannot be consecutive, unless requests are made for additional de-icing. Contractor will be required to have their choice of ice melt verified by the Cities to avoid concrete damage. The Cities may request additional trips as needed. The start of the winter season is defined as the first snowfall until the last snow melt, with consistent temperatures below 32 degrees Fahrenheit.

### **BASIS FOR CONTRACT AWARD**

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The Cities of Fargo and Moorhead shall select a contractor to provide snow removal services for transit (MATBUS) passenger shelters on the basis of qualifications, costs, previous experience, references, responsiveness and other relevant information as listed in the evaluation form, Attachment 2.

- The Contractor shall be required to submit a minimum of two contacts (with telephone and email contact information) for references, along with his or her proposal and assigned Reference Release Form (Attachment 6).
- It is recommended that the Contractor supply the Cities with its qualifications, in addition to describing how said qualifications or prior experiences apply to this project.
- The Contractor is advised to submit his or her plan for snow removal, in addition to a brief description of equipment available to the Contractor, to demonstrate his or her ability to effectively respond to large snow events in a timely fashion.
- The Contractor will be required to enter into two separate contracts - one with the City of Fargo and the other with the City of Moorhead; separate invoicing will also be required.
- The Contractor must register as a vendor with MATBUS by completing the Vendor Registration Form (Attachment 7).

### **ADDITIONAL SHELTERS**

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As the metropolitan transit system continues its growth and expansion, additional shelters will likely be added during the duration of this contract. Accordingly, the Cities reserve the right to amend the contract to include the snow removal of any new shelters at the current costs (per cleaning) at the time of induction.

### **INDIVIDUAL CLEANING REQUESTS**

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In the event that the Transit Administration office receives complaints regarding the lack of snow removal at a shelter (or the re-accumulation of snow caused by various weather conditions), the Contractor will be contacted. The Contractor must clean the shelter within

24 hours of notification. The Cities will pay the Contractor the same per-shelter rate for individual cleaning requests as it pays for a snow event per-shelter rate.

The Cities can also contact the Contractor about ice accumulation at shelters or hubs for any number of individual shelters/hubs or the entire system. The contractor will provide a Cost Summary for ice removal for an individual shelter/hub, and for the entire system. In the event that several shelters/hubs must be de-iced, but not the whole system, the Contractor will be paid the single shelter/hub cost times the number of shelters/hubs. Shelters must be de-iced within 24 hours of notification, hubs (Marriott and GTC) must be de-iced within 3 hours of notification.

#### **ONGOING SNOW EVENT DURING BUSINESS HOURS**

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In the event of an ongoing snow event during business hours, the Contractor should be prepared to remove snow from the Hubs up to two times throughout the day. The Contractor must respond to notification by the Cities within 3 hours during an ongoing event. The Contractor will be notified if the Cities cannot continue services for the day, and ongoing snow removal will not be needed. MATBUS business hours are defined as 6:00 a.m. to 11:30 p.m., Monday through Saturday.

#### **COMMUNICATIONS BETWEEN CONTRACTOR AND CITY EMPLOYEES**

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In addition to a telephone number, the Contractor shall be required to provide the Cities of Fargo and Moorhead with an email address which will be checked (and responded to) by the Contractor at least once per 24-hour period. The Cities will utilize this email address as the primary means of communication to alert the Contractor of specific cleaning tasks, problems, etc. **This is a firm and non-negotiable requirement of this contract.** Correspondence via email and telephone are the most preferred contact methods; any face-to-face meeting with City staff members must be scheduled in advance with the City employee(s).

#### **DAMAGE TO THE CITIES' PROPERTY**

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The Contractor will ensure that all equipment utilized during the duration of the agreement (including ice melting solutions) will not damage the sidewalk or the transit passenger shelters' interior and exterior materials, such as (but not limited to) glass panels, benches, shelter walls, solar display units, display cases and the concrete base pads. In the event that such damage occurs, the Contractor shall promptly reimburse the Cities for the cost to repair or replace such materials.

#### **INSURANCE**

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The Contractor shall furnish within fifteen (15) days after contract award evidence of insurance providing coverage for all services provided for the duration of the contract and shall include the following: \$1,000,000 Comprehensive General Liability coverage. Also, the Contractor shall be required to maintain this insurance in force until the project is completed and accepted. In addition, the Contractor shall name the Cities of Fargo and Moorhead as

additional named insureds to said policies with regard to the services and products being provided. The policy shall state that the insurance company will give the Cities of Fargo and Moorhead thirty (30) days written notice prior to cancellation of this policy.

**WORKERS' COMPENSATION** \_\_\_\_\_

The Contractor shall be required to obtain and keep in force during the terms of operation covered by this proposal North Dakota and/or Minnesota Worker's Compensation and Employer Liability Insurance and applicable Unemployment Insurance, all as provided more fully below. Certificates evidencing the required insurance will be furnished to the Cities prior to commencing any work under this contract. If the Contractor does not currently meet the requirements listed below, the Contractor shall submit a letter from a reputable insurance agent stating intent to provide insurance for the prescribed coverage.

North Dakota and/or Minnesota Worker's Compensation and Employer Liability Insurance at the limits established by the States of North Dakota and Minnesota. Deductible and Self Insured retainers, if any, shall be identified in the Bidder's proposal. All deductible payments are the responsibility of Contractor.

Each policy of insurance shall contain the following clauses: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the City of Fargo/City of Moorhead shall have received written notice of such cancellation or reduction by certified mail."

Contractor will provide the Cities of Fargo and Moorhead documentation proving insurance coverage, in the form of a Certificate of Insurance, within fifteen (15) days of notice of contract award or ten (10) days before commencing snow removal services, whichever occurs first.

**ADDENDUM #1**  
**REQUEST FOR PROPOSALS**  
**MASS TRANSIT SNOW REMOVAL SERVICES FOR**  
**FARGO, NORTH DAKOTA, & MOORHEAD, MINNESOTA**

Issued October 26, 2017

The changes to the following sections of the RFP clarify the number of estimated trips to clean the Marriott hub.

RFP Cost Summary Spreadsheets - Revised 10.26.2017.xlsx

## ATTACHMENT 1

## Shelter Locations

Shelters identified as located along primary and secondary snow removal routes must be returned to within 24 hours of snow removal completion for maintenance & de-icing:

\*NOTE: All Moorhead shelters must be returned to within 24 hours.

<b>MOORHEAD SHELTERS (Primary &amp; Secondary Snow Removal Routes)</b>		
101	Center Mall Downtown	Center Ave & 5th St
102	US Bank Downtown	Center Ave & 5th St
103	River View	2nd Ave & 8th St N
104	Clay County Courthouse	11th St N & 8th Ave
106	Regal Estates	4th Ave & 24th St N
107	Old Wal-Mart Shelter	34th St near 4th Ave N
108	New Walmart	8th Ave & 34th St. N.
109	Target	Hwy 10 Frontage Road near 34th St
110	Romkey Addn.	20th St & 18th Ave S
111	M State (Tech College)	28th Ave S
112	Queen's Addn.	18th St & 32nd Ave S
113	Belsly Blvd. - Lakeland	11th St & 32nd Ave S
114	Safari Theater	9th St & 30th Ave S
115	Days Inn	30th Ave & 5th St S
116	LinkFM	Center Mall East Parking Lot
117	Brookdale Mall	24th Ave & Rivershore Drive S
118	Marriott Hub	11th St between 26th & 28th Ave S
120	Concordia Campus	8th St & 11th Ave S
121	Churches United for the Homeless	1st Ave N & 18th St
122	Public Library	5th St & 2nd Ave S
123	Hornbacher's	11th St & 2nd Ave S
124	Apartment Buildings	20th Street South (midblock 12th & 14 Ave)
125	Moorhead High	4th Ave Oak Way S
127	MSUM Campus	11th St &nbsp; at Center for Business
128	MSUM Campus	14th St S
129	Concordia Campus	5th St S
130	34th Street	12th Ave & 34th Street South Circle
131	Sam's Club	27th Avenue in front of Sam's
132	Horizon Middle School	40th St South between 12 Ave & Ridgewood
133	Cashwise Parking Lot	Between 30th & 34th Street N
<b>FARGO SHELTERS (Primary &amp; Secondary Snow Removal Routes)</b>		
201	ND Job Service/Wendy's	Westrac & 13th Avenue South

202	ND Job Service / Scheel's	32nd Street & 13th Avenue South
203	CVS Pharmacy	25th Street & 13th Avenue South
204	Market Square (Block-Buster)	Demores Drive & 13th Avenue South
205	Benson Bunker Fieldhouse (NDSU)	University Drive & Centennial Blvd.
206	Essentia Clinic / Sanford	12th Street & 17th Avenue South (north side)
207	Essentia Clinic / Sanford	12th Street & 17th Avenue South (south side)
209	VA Hospital	Elm Street & 21st Avenue North
210	Kmart Transfer Hub	14th Street & 25th Avenue South
210	Kmart Transfer Hub #2	14th Street & 25th Avenue South
211	Fraser Halls	University Drive & 8th Avenue South
212	Island Park	4th Street & 6th Avenue South
213	Evaluation & Training Ctr.	4th Street & 9th Avenue South
214	University Drive Manor	12th Street & 1st Avenue North
215	North of Roosevelt Elementary	10th Street & 12th Avenue North
216	Colliseum	10th Street & 17th Avenue North
217	Bison Sports Arena (NDSU)	University Drive & 17th Avenue North
218	Trollwood Village	Broadway & 31st Avenue North
219	Fargo North High	Broadway & 19th Avenue North
220	Memorial Union Transit Hub (NDSU)	Administration Avenue
221	Washington Elementary	Broadway & 17th Avenue North
222	Casey's General Store	Broadway & 15th Avenue North
223	Sanford Health (east-side)	Broadway & 8th Avenue North
224	Saint Mary's Cathedral	Broadway & 6th Avenue North
225	Bison Court (NDSU)	University Drive & 15th Avenue North
226	FamilyFare	University Drive & 7th Avenue North
227	Essentia Health	30th Street & 32nd Avenue South
228	Residential Area	17th Avenue South & East Gateway Circle
229	New Horizons	Broadway & 25th Avenue North
231	Southeast Human Services	Midblock & 9th Avenue South
232	Lewis & Clark Elementary	16th Street & 17th Avenue South
233	YWCA / Friendship	University Drive & 31st Avenue South
234	The Bowler	University Drive & 26th Avenue South
235	Skills & Technology Center	University Drive & 19th Avenue North
236	Sanford SouthPointe	23rd Street & 32nd Avenue South
237	Bethany Homes	University Drive & 3rd Avenue South
238	Essentia Clinic / Sanford	University Drive & 18th Avenue South
241	Cass County Government	10th Street & 2nd Avenue South
242	Sanford Health (west-side)	Broadway & 8th Avenue North

243	Prairie Psychiatric	4th Street & 6th Avenue South
244	Candlewood Suites (NDSU)	18th Street North & Research Park Drive
245	Holiday Station / Pioneer Manor	11th Street & 2nd Avenue North
247	Engineering & Tech (NDSU)	Albrecht Boulevard & Centennial Boulevard
248	Wallman Wellness Center	Centennial Boulevard & 18th Street North
249	High Rises--Residence Halls (NDSU)	Albrecht Boulevard & 15th Avenue North
251	Visitor Pay Lot (NDSU)	Albrecht Boulevard (mid-block)
256	Niskanen Housing Complex (NDSU)	University Drive & 18th Avenue North
257	Fargodome (northeast corner)	University Drive & 19th Avenue North
258	Apartments (NDSU)	Dakota Drive & 16th Street North
261	Residential Area	27th Avenue & 15th Street South
262	Apartment Loop (east-side)	31st Avenue & 32nd Street South
263	Saint Anthony's Catholic Church	8th Avenue & 10th Street South
265	Walmart at the District	37th Street & 55th Avenue South
266	Apartments (east of Interstate 29)	17th Avenue South & 35th Street
267	Rosewood on Broadway	13th Avenue North & Broadway
268	Stevens Hall (NDSU)	Centennial Boulevard & Bolley Dr
269	Apartments (NDSU)	11th Avenue & 18th Street North
270	Walmart (13th Avenue)	47th Street & 11th Avenue South
271	Gate City Bank	25th Avenue North & Broadway
272	Noridian Administrative Services	42nd Street South & 9th Avenue
273	ShareHouse	9th Avenue South & 9th Avenue Circle
274	Osgood Hornbacher's	40th Avenue South (midblock)
275	Sheyenne Ninth Grade Center	40th Avenue South & Veteran's Boulevard
	Ground Transportation Center (GTC) Transfer Hub	502 NP Avenue



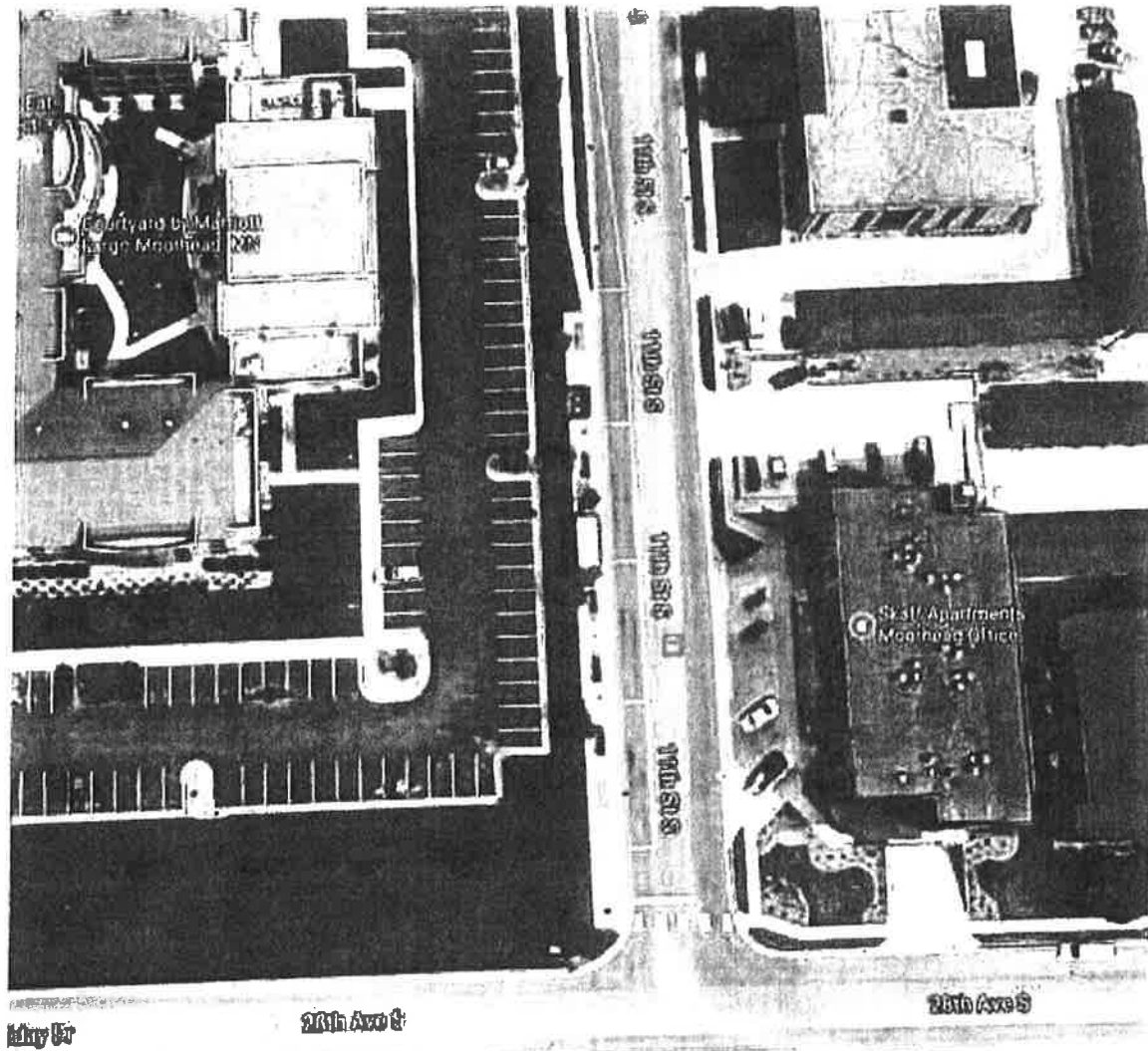
**Shelters identified as NOT along primary or secondary snow removal routes must be returned to within a week of snow removal completion for maintenance & de-icing:**

<b>FARGO SHELTERS (Not Primary &amp; Secondary Snow Removal Routes)</b>		
<b>208</b>	<b>Community Homes</b>	<b>23<sup>rd</sup> Street &amp; 6<sup>th</sup> Avenue South</b>
<b>239</b>	<b>Apartment loop (west-side)</b>	<b>33<sup>rd</sup> Street &amp; 31<sup>st</sup> Avenue South</b>
<b>246</b>	<b>Islamic Society of FM</b>	<b>28<sup>th</sup> Street &amp; 6<sup>th</sup> Avenue South</b>
<b>252</b>	<b>University Village (NDSU)</b>	<b>12<sup>th</sup> Street &amp; 17<sup>th</sup> Avenue North</b>
<b>253</b>	<b>Criminal Justice &amp; Public Policy (NDSU)</b>	<b>17<sup>th</sup> Street &amp; 12<sup>th</sup> Avenue North</b>
<b>255</b>	<b>Library/Credit Union (NDSU)</b>	<b>14<sup>th</sup> Street &amp; 12<sup>th</sup> Avenue North</b>
<b>259</b>	<b>Target</b>	<b>43<sup>rd</sup> Street &amp; 13 ½ Avenue South</b>
<b>260</b>	<b>New Life Center</b>	<b>20<sup>th</sup> Street &amp; 3<sup>rd</sup> Avenue North</b>
<b>264</b>	<b>Whale-of-a-Wash</b>	<b>32<sup>nd</sup> Street &amp; 12<sup>th</sup> Avenue North</b>
<b>276</b>	<b>NDSU Research Park (Phoenix Intl.)</b>	<b>NDSU Research Park Drive &amp; Phoenix Driveway</b>
<b>277</b>	<b>NDSU Research Park (Phoenix Intl.)</b>	<b>NDSU Research Park Drive &amp; Phoenix Driveway</b>

**Notes:**

1. Green entries are Hubs (Moorhead Marriott and Fargo GTC); all other entries are shelters.
2. NDSU owns and maintains four shelter locations (which are not included on this list because these are not included in the RFP): one at A. Glenn Hill (STEM Center) - Shelter, two at Minard on Albrecht, and one at 17<sup>th</sup> Avenue and Albrecht.
3. The transfer hub at West Acers is maintained by West Acers and will not need to be serviced.

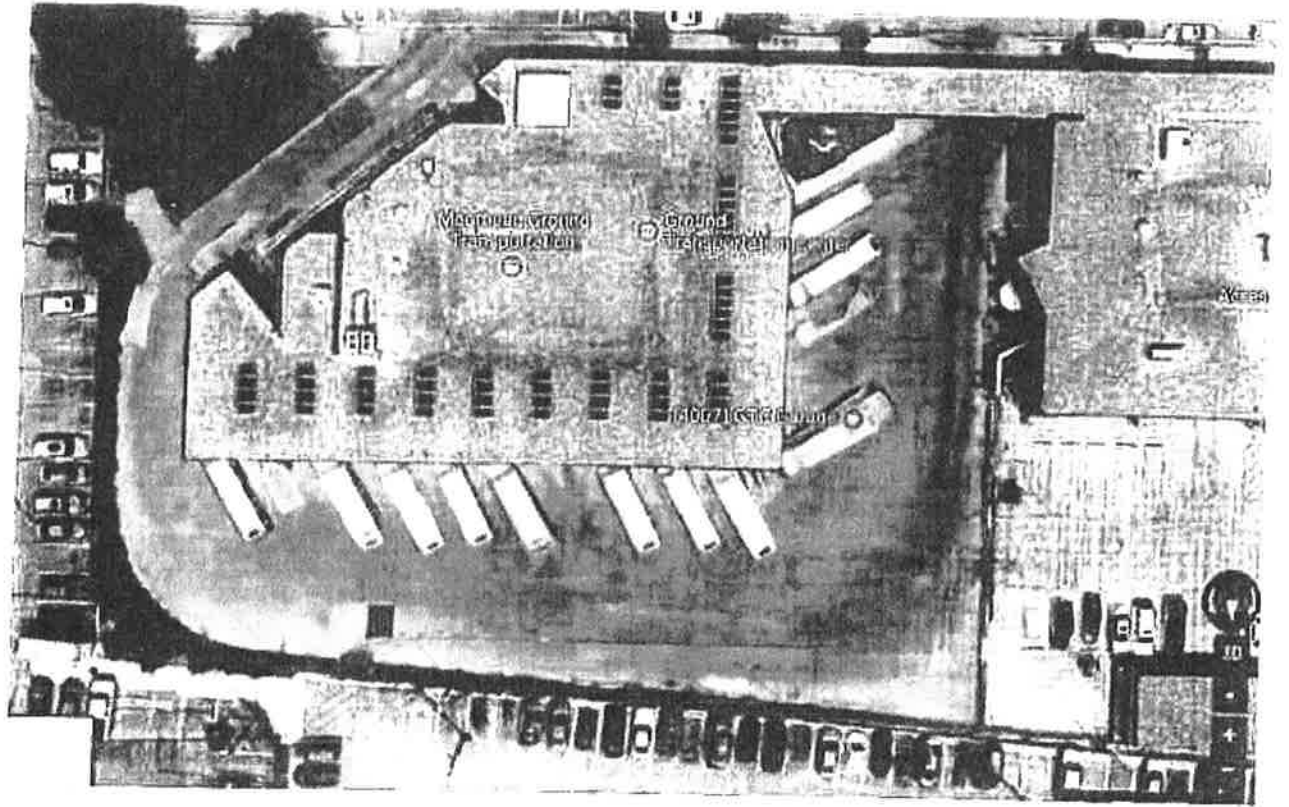
Marriott Diagram



Highlighted area must be cleared of snow and ice before 6:00 AM  
Areas behind the benches do not have to be cleared. The full sidewalk from the south-most bench to the curb-cut, and north of the trash cans must be cleared.

## GTC Diagram

## Attachment 4



The highlighted area, including sidewalks, walkways, and parking lot, must be cleared of snow before 5:30 AM. Buses will not be present prior to 5:30 AM.

There are walkways and entrances under the roof overhang of the GTC that are not visible from above on this diagram. The following are estimates of the area from which snow must be removed:

Sidewalk = 4,150sf

Walkway = 9,950sf

Parking Lot/Driveway = 30,000sf



### Cover Letter Including Approach & Work Plan

**Contact Information:** Josh (Owner) 218-790-7871, Nicole (Office) 701-729-5419 Email: [valleygreenfm@hotmail.com](mailto:valleygreenfm@hotmail.com)

**Qualifications & Experience:** Valley Green & Associates has been providing snow removal services to the Fargo/Moorhead area for the previous 10 years. We are well equipped with resources and employees to get the job done quickly when contacted.

**Firm:** Please note the attached reference forms with comments relating to previous work history, quality of work, and timeliness from City of Fargo, City of Moorhead, RBF Contracting, and Glacier Snow.

**Availability:** 24/7

**Resources/Equipment/Personnel to be used:** During winter months we employ 40+ employees and have availability to 30+ pieces of equipment including loaders, a variety of skid steers, utility tractors with brooms or blowers, plow trucks with V-style plows, walk behind snow blowers, shovel crews, along with ice melt spreaders. Josh coordinates arrival/departure of all staff and ensures work is completed of the highest quality. Nicole coordinates all office efforts including routing, customer telephone calls, and billing services.

**Cleaning Methods:** Cleaning methods on Ground Transport Centers include use of skid steers or trucks with V-style plows to be finished by 5:30am. Marriott sidewalk cleaning will be performed with utility tractors having sweeper broom attachments to be finished by 6:00am. Passenger shelters will be cleaned via shoveling. If de-icing of lots/walks is needed we use an Exmark ride on buggy to spread liquid de-icer. For the shelter hubs a granular product with melting capacity to -20 degrees F would be utilized.

**Familiarity with local conditions, codes and practices, as evidenced in previous projects:** Being in the snow removal business for the previous 10 years plus living here all his life Josh (Owner) is familiar with local conditions and the (un)predictability of when snow/ice may occur. We strive to have our accounts initially cleaned out before stores open each morning or residential customers need to leave for work. Local accounts Josh assists in snow removal operations include: Sidewalk snow removal at Cashwise grocery stores, Microsoft, Target, Family Fare grocery store, Essentia hospital and clinics, lot and walks at Ace Hardware, and many more.

**Pricing:** Please see attached estimate form.

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Josh Abrahamson', written over a horizontal line.

Josh Abrahamson, Owner

Cost Summary for City of Fargo

Snow Removal Event and Follow-up Visit

Standard Shelters GTC Hub Total	Number of Shelters/Hubs	Snow Events*	Year 1		Year 2		Year 3		Year 4		Year 5		
			Cost per Shelter per Snow Event	Total Cost	Cost per Shelter per Snow Event	Total Cost	Cost per Shelter per Snow Event	Total Cost	Cost per Shelter per Snow Event	Total Cost	Cost per Shelter per Snow Event	Total Cost	Snow Removal Cost for 5 Years
	74	10	\$ 20.00	\$ 14,800.00	\$ 20.00	\$ 14,800.00	\$ 20.00	\$ 14,800.00	\$ 20.00	\$ 14,800.00	\$ 20.00	\$ 14,800.00	
	1	10	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00	
	75		\$	\$ 17,800.00	\$	\$ 17,800.00	\$	\$ 17,800.00	\$	\$ 17,800.00	\$	\$ 17,800.00	
												\$ 74,000.00	
													\$ 15,000.00
													\$ 89,000.00

Individual Costs

	Cost** per Single Shelter per Snow Removal Request	Cost** per Single Shelter per De-Icing Request	Cost** per Single Hub per Snow Removal Request	Cost** per Single Hub per De-Icing Request
Year 1	\$ 20.00	\$ 10.00	\$ 300.00	\$ 220.00
Year 2	\$ 20.00	\$ 10.00	\$ 300.00	\$ 220.00
Year 3	\$ 20.00	\$ 10.00	\$ 300.00	\$ 220.00
Year 4	\$ 20.00	\$ 10.00	\$ 300.00	\$ 220.00
Year 5	\$ 20.00	\$ 10.00	\$ 300.00	\$ 220.00

Year	GRAND TOTAL COST ESTIMATE FOR 5 YEAR CONTRACT*
Year 1	\$ 17,800.00
Year 2	\$ 17,800.00
Year 3	\$ 17,800.00
Year 4	\$ 17,800.00
Year 5	\$ 17,800.00
	\$ 89,000.00

Number of hours estimated to clear all Fargo shelters and hub for one 2" snow event:

- \* An estimated 10 snow events are used in this example for price comparisons. Actual snow events will vary annually.
- \*\* Cost should be inclusive of all labor, equipment, and supplies.
- ^ The City may negotiate with the selected Contractor for a monthly fee year-round in lieu of a per event billing if determined by both parties to be easier to budget and monitor.

Firm Name:

Signature:

Printed Name:

Date:

*Valley Construction Associates*  
*1/16/17*

20

## BID PROPOSAL FORM

**TRANSIT PASSENGER SHELTER SNOW REMOVAL SERVICES  
CITIES OF FARGO AND MOORHEAD - MATBUS**

Sealed proposals must be received by the Cities of Fargo, ND, and Moorhead, MN, by ~~2:00 p.m.~~ Central Daylight Time on, **November 6, 2017**, in the Metro Transit Garage, 650 23<sup>rd</sup> Street North, Fargo, ND 58102.

If additional space is needed, additional sheets may be attached to this form, which must be clearly referenced back to the specific section addressed, for example "1.8-List of Owners and/or Officers of the Organization."

**SECTION 1. FIRM DATA/QUALIFICATIONS**

- 1.1 Firm's Name: Valley Green of Associates
- 1.2 Firm's Address: PO Box 1069 Fargo, ND 58107
- 1.3 Firm's Phone Number: 701 729 5419
- 1.4 Contact Person (Name & Title): Josh Abrahamson (owner) or Nicole Seaberg (office)
- 1.5 Contact Email and Phone Number: Valleygreenfirm@hushmail.com
- 1.6 Legal Status of Organization: LLC, Sole proprietorship  
(i.e. corporation, non-profit, partnership, sole proprietorship, other)
- 1.7 Date Firm Started Business: June 1<sup>st</sup> 2008
- 1.8 List Owners and/or Officers of the Organization:  
Josh Abrahamson (owner)  
Nicole Seaberg (Business Office)
- 1.9 Description of Organization: Provide a brief description of the major business functions, history and organization structure of the responding organization.  
Valley Green of Associates provides lawn mowing, fertilizing, & snow removal services to the Fargo - Moorhead area.
- 1.10 Service References: Provide references from clients for which the respondent organization has provided similar service during the past five (5) years using the forms attached labeled "1.10 - Service References."

- 1.11 Subcontractors: Provide names, addresses, telephone numbers and role of proposed subcontractors; specify if the firm is a Disadvantaged Business Enterprise (DBE) or Small Business Enterprise (SBE) or not. If more space is needed, attach and label as "1.11 - Subcontractors Information."

Jason Krueger, 762 140th Ave S Sabina, MN  
Tel 371 3191, Snow Removal at downtown  
bus station if needed

- 1.12 Has respondent, or any officer or partner of respondent, failed to complete a contract? If yes, explain.

No.

- 1.13 Pending Litigation: Is any litigation current or pending against respondent or any officer or partner of respondent? If yes, give details. If more space is needed, attach and label as "1.13 - Pending Litigation."

No.

- 1.14 Describe your firm's strategy, route and timeline for completing the shelter snow removal services, including personnel resources, equipment and supplies. Identify the project manager and their work experience. If more space is needed, attach and label as "1.14 - Service Work Plan."

See attached, 1.14 "Service Work Plan"

- 1.15 Briefly indicate why you consider your firm to be the best to perform this contract. Explain your snow and ice removal approach and methods. If more space is needed, attach and label as "1.15 - Respondent Organization's Ability to Perform Contract."

See attached, 1.15 & refer to Resources/  
Equipment & Cleaning methods

1.14 Service Work Plan  
& 1.15 Ability to Perform  
Contract



### Cover Letter Including Approach & Work Plan

**Contact Information:** Josh (Owner) 218-790-7871, Nicole (Office) 701-729-5419  
Email: [valleygreenrfm@hotmail.com](mailto:valleygreenrfm@hotmail.com)

**Qualifications & Experience:** Valley Green & Associates has been providing snow removal services to the Fargo/Moorhead area for the previous 10 years. We are well equipped with resources and employees to get the job done quickly when contacted.

**Firm:** Please note the attached reference forms with comments relating to previous work history, quality of work, and timeliness from City of Fargo, City of Moorhead, RBF Contracting, and Glacier Snow.

**Availability:** 24/7

**Resources/Equipment/Personnel to be used:** During winter months we employ 40+ employees and have availability to 30+ pieces of equipment including loaders, a variety of skid steers, utility tractors with brooms or blowers, plow trucks with V-style plows, walk behind snow blowers, shovel crews, along with ice melt spreaders. Josh coordinates arrival/departure of all staff and ensures work is completed of the highest quality. Nicole coordinates all office efforts including routing, customer telephone calls, and billing services.

**Cleaning Methods:** Cleaning methods on Ground Transport Centers include use of skid steers or trucks with V-style plows. Marriott sidewalk cleaning will be performed with utility tractors having sweeper broom attachments. Passenger shelters will be cleaned via shoveling. If de-icing of lots/walks is needed we use an Exmark ride on buggy to spread liquid de-icer. For the shelter hubs a granular product with melting capacity to -20 degrees F would be utilized.

**Familiarity with local conditions, codes and practices, as evidenced in previous projects:** Being in the snow removal business for the previous 10 years plus living here all his life Josh (Owner) is familiar with local conditions and the (un)predictability of when snow/ice may occur. We strive to have our accounts initially cleaned out before stores open each morning or residential customers need to leave for work. Local accounts Josh assists in snow removal operations include: Sidewalk snow removal at Cashwise grocery stores, Microsoft, Target, Family Fare grocery store, Essentia hospital and clinics, lot and walks at Ace Hardware, and many more.

**Pricing:** Please see attached estimate form.

Signature:  Josh Abrahamson, Owner



**SECTION 2: INSURANCE**

- 2.1 Insurance: Attach and label 2.1 – Insurance either: 1) Certificates of insurance for the prescribed coverage; or 2) A letter from a reputable insurance agent stating intent to provide insurance for the prescribed coverage. — Attached

**SECTION 3: BID PROPOSAL & SUPPORTING DATA**

- 3.1 Cost Summary: Based upon the service requirements as detailed in this RFP, attach a bid price using the spreadsheet provided and labeled "3.1-Cost Summary/Bid Price." Utilize the Excel spreadsheet included in the RFP package and provide both electronic copy (USB or email) and paper copy of the completed forms. DO NOT LOCK OR PROVIDE PASSWORDS TO UNLOCK ELECTRONIC FILES.
- 3.2 Optional Services/Bid Price: Describe any optional and/or innovative services which you offer for consideration, as well as any minimum requirements you wish to exceed. Provide a detailed budget for these optional services on the attached form labeled "3.2-Optional Services/Bid Price."

*No additional*

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**SECTION 4: COVENANT AGAINST CONTINGENT FEES**

The Proposer has ( ) has not  employed any company or person (other than a full-time, bona fide employee working solely for the Proposer) to solicit or secure this Contract and has ( ) has not  paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Proposer) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this Contract; and agrees to furnish information relating to the above, as requested by the Contract Administrator.

# CERTIFICATE OF LIABILITY INSURANCE 2.1

DATE (MM/DD/YYYY)  
04/25/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> JACKLITCH INSURANCE AGENCY LLC 602 2ND AVE N WAHPETON ND 58075	<b>CONTACT NAME:</b> JUSTIN WOODS <b>PHONE (A/C, No, Ext):</b> 701-200-7788 <b>FAX (A/C, No):</b> 701-842-6710 <b>E-MAIL ADDRESS:</b> jwoodsinsurance@gmail.com																					
<b>INSURED</b> ABRAHAMSON SERVICES LLC DBA VALLEY GREEN AND ASSOCIATES 1003 2ND ST S MOORHEAD MN 56560	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>STATE AUTO INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	STATE AUTO INSURANCE COMPANY		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCR LTR	TYPE OF INSURANCE	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		PROD PROD	PROD WVD				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BOP2795671	05/08/2017	05/08/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			BAP2401158	05/08/2017	05/08/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> [Blank]	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE JUSTIN WOODS
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**SECTION 5: ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the RFP solicitation:

Addendum No. <u>1</u>	Dated <u>10/26/2017</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive, which will require rejection of proposal.

**SECTION 6: PROPOSER CERTIFICATION STATEMENT**

State of Minnesota County of Clay  
 The undersigned certifies that he/she is legally authorized by the Proposer to make the statements and representations contained in this document and represents and warrants that the foregoing information is true and accurate to the best of his knowledge and intends that the Cities of Fargo, North Dakota and Moorhead, Minnesota, rely thereon in evaluating the Proposer.

PROPOSER'S NAME: Jason Hunter Abrahamson

DATE OF SIGNING: Nov 6, 2017

SIGNATURE BY: [Signature]

TITLE: Owner

NOTARY: [Signature]

NOTARY SEAL:





### **Cover Letter Including Approach & Work Plan**

**Contact Information:** Josh (Owner) 218-790-7871, Nicole (Office) 701-729-5419  
Email: [valleygreenfrn@hotmail.com](mailto:valleygreenfrn@hotmail.com)

**Qualifications & Experience:** Valley Green & Associates has been providing snow removal services to the Fargo/Moorhead area for the previous 10 years. We are well equipped with resources and employees to get the job done quickly when contacted.

**Firm:** Please note the attached reference forms with comments relating to previous work history, quality of work, and timeliness from City of Fargo, City of Moorhead, RBF Contracting, and Glacier Snow.

**Availability:** 24/7

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**Pricing:** Please see attached estimate form.

**Signature:**

A handwritten signature in black ink, appearing to read 'Josh Abrahamson', is written over a horizontal line.

Josh Abrahamson, Owner

**1.10 - SERVICE REFERENCES**

Firm Name: City of Fargo - Public Works - Lawn Maintenance.  
Street: 102 13th St. N  
City, State, Zip Code: Fargo, ND 58102  
Contract Person: Ben Dehn  
Telephone Number: (701) 241-1453  
Length of Service: from Spring 2017 to present

Please describe the services respondent provided to this organization by checking as many of the following as apply:

It is with great pleasure that I recommend Valley Green & Associates for the Fargo/Moorhead shelter hub snow removal services Request for Proposal (RFP). Valley Green & Associates was awarded the City of Fargo mowing contract for the 2017 growing season and their performance has been outstanding. The Valley Green & Associates team always maintained the highest professional standards and were extremely easy to work with. Their attention to detail and ability to complete assigned work in a timely manner with minimal to no guidance is why they have been offered a contract extension for next year. Based on my professional opinion, I have no doubt that Valley Green & Associates will excel at providing exceptional service in association with shelter hub snow removal.

**NOTE: Include completed/signed Reference Release (Attachment 6)**

**REFERENCE(S) RELEASE**

For valuable consideration, I hereby confer on the Cities of Fargo and Moorhead the absolute and irrevocable right and permission to check and verify the references and financial institution information received.

I hereby release and discharge the Cities of Fargo and Moorhead from all and any claims and demands ensuing from or in connection with the use of the information, including all claims for libel and invasion of privacy.

This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of the Cities of Fargo and Moorhead as well as the person(s) from whom they received the information. I hereby affirm that I am the correct representative of the company listed below and have the right to provide the information. I have read the foregoing and fully understand the contents hereof. This release shall be binding upon my heirs, legal representatives and assigns.

Date: 11-3-17  
Signed: [Signature]  
Title: Director of Operations  
Company Name: City of Fargo  
Address: 402 23rd St. N  
City: Fargo  
State/Zip: ND, 58102  
Phone: 701 241 1453

**1.10 - SERVICE REFERENCES**

Firm Name: City of Moorhead - Neighborhood Services  
Street: 500 Center Ave.  
City, State, Zip Code: Moorhead, MN 56560  
Contract Person: Mary Schmidt  
Telephone Number: (218) 299 5234  
Length of Service: from 5/1/2017 to present

Please describe the services respondent provided to this organization by checking as many of the following as apply:

Valley Green & Associates have been the City of Moorhead's contracted lawn mowing service for the 2017 season. They are very prompt with reponse time, accurate with mowing requests and provide additional service of before and after photos of each job assigned.

**NOTE: Include completed/signed Reference Release (Attachment 6)**

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Date: 11/3/17

Signed: Mary Schmitt

Title: Neighborhood Services Office Specialist

Company Name: City of Moorhead

Address: 500 Center Ave

City: Moorhead

State/Zip: MN, 56560

Phone: 218 299 5234



**1.10 - SERVICE REFERENCES**

Firm Name: RBF Contracting  
Street: 1911 26th St S.  
City, State, Zip Code: Minnetonka, MN 56560  
Contract Person: Aaron Stenerson  
Telephone Number: (763) 361-7110  
Length of Service: from 1/1/2010 to present

Please describe the services respondent provided to this organization by checking as many of the following as apply:

Valley Green has always had a positive working relationship with me and the staff at RBF Contracting. We frequently work together on various projects including lawn and snow services. Josh has always been great to work with. He is dependable, hardworking, and gets the job done right the first time. I never hesitate to contact Josh in regards to a project that needs to be completed because I know firsthand his quality of work is top-notch. When it comes to snow removal I know he would be a great choice for the Mat Bus RFP as he employs adequate staff to operate his shovel crews, broom tractors, plow trucks, and skid steers so nothing is left sitting during a winter snow event.

**NOTE: Include completed/signed Reference Release (Attachment 6)**

### REFERENCE(S) RELEASE

Attachment 6

For valuable consideration, I hereby confer on the Cities of Fargo and Moorhead the absolute and irrevocable right and permission to check and verify the references and financial institution information received.

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This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of the Cities of Fargo and Moorhead as well as the person(s) from whom they received the information. I hereby affirm that I am the correct representative of the company listed below and have the right to provide the information. I have read the foregoing and fully understand the contents hereof. This release shall be binding upon my heirs, legal representatives and assigns.

Date: 11-5-17

Signed: 

Title: VP

Company Name: RBF Contracting

Address: 1911 26th St. S.

City: Moorhead

State/Zip: MN 56560

Phone: 701 361 7110

**1.10 - SERVICE REFERENCES**

Firm Name: Glacier Snow Management  
Street: 200 8th St. W.  
City, State, Zip Code: Wahpet, Fargo, ND 58078  
Contract Person: Don Nelson  
Telephone Number: (701) 238-0307  
Length of Service: from 1/1/2012 to present

Please describe the services respondent provided to this organization by checking as many of the following as apply:

Josh has been a subcontractor for Glacier for the past 3 years & has been very reliable, dependable, & trustworthy. He is committed to providing timely & efficient service.

**NOTE: Include completed/signed Reference Release (Attachment 6)**

### REFERENCE(S) RELEASE

For valuable consideration, I hereby confer on the Cities of Fargo and Moorhead the absolute and irrevocable right and permission to check and verify the references and financial institution information received.

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Date: 11-6-17

Signed: [Signature]

Title: OWNER/PRES

Company Name: Glacier Snow Management

Address: 200 8th St. W.

City: West Fargo

State/Zip: ND, 58078

Phone: 701 238 0307

**Vendor Registration for MATBUS (Cities of Fargo, ND, & Moorhead, MN)**

1 Name of Business: Valley Green & Associates  
 2 Business Street Address: 2744 23rd Ave S. Moorhead, MN  
 3 Business Mailing Address: PO Box 1069 Fargo, ND 58107  
 4 City, State, ZIP: \_\_\_\_\_  
 5 Business Website: none  
 6 Business Telephone: 701 729 5419  
 7 Contact Person: Josh or Nicole  
 8 Contact Person Title: Owner, Office Manager  
 9 Contact Person Email: Valleygreenfirm@hotmail.com  
 10 Contact Person Telephone: Josh 238 790 7871 Nicole 701 729 5419  
 11 Business DUNS Number: 47-2280970

- 12 Is this firm a certified Disadvantaged Business Enterprise in the State of North or State of Minnesota?
- 13 Is this firm a certified Small Business with the U.S. Small Business Administration?
- 14 Has your business registered with the System for Award Management @ [www.sam.gov](http://www.sam.gov)? Note: This is required prior to contracting with MATBUS.
- 15 If a North Dakota business, has your business registered as a vendor with the Secretary of State @ <https://sos.nd.gov/business/vendors>?
- 16 Have you read the MATBUS Federal Clauses?
- 17 Does your firm agree to comply with the applicable Federal Clauses when doing business with MATBUS and the Cities of Fargo and Moorhead?

	Yes	No
12		X
13		X
14	X	
15	N/A	
16	X	
17	X	

Check all of the products or services your firm wishes to bid on:

X	PRODUCT OR SERVICE	CLASSIFICATION	NAICS CODE
	Advertising Agencies	Advertising Agencies	541810
	Architectural Services	Architectural Services	541310
	Auto Body Repair	All Automotive Repair & Maintenance	811198
	Banking Supplies (coin count bags)	Locksmiths	561622
	Batteries	Automotive Parts and Accessories Stores	441310
	Bearings	Automotive Parts and Accessories Stores	441310
	Billboards	Sign Manufacturing	339950
	Building Maintenance and Repairs	Commercial and Institutional Building Construction	238220
	Building Maintenance Materials	Commercial and Institutional Building Construction	238220
	Bus and Vehicle Repair Parts	All Automotive Repair & Maintenance	811198
	Bus Repair Services	All Automotive Repair & Maintenance	811198
	Bus Wrap Production and Installation	Marketing Consulting Services	541813
	Buses	Charter bus Industry	485510
	Cable & Wire	Electrical Contractors and Other Wiring Installation Contractors	238210
	Cable and Other Subscription Programming	Cable and Other Subscription Programming	518210
	Commercial Banking	Commercial Banking	522110
	Commercial Printing - Other	Other Commercial Printing	323119
	Commercial Screen Printing	Commercial Screen Printing	323143
	Computer & Office Machine Repair & Maintenance	Computer & Office Machine Repair & Maintenance	811212
	Concrete Work	Concrete Contractors	238110
	Couriers	Couriers	492110
	Custodial services	Janitorial Services	561720
	Decals	Graphic Design Services	541430
	Diagnostic Equipment	All Automotive Repair & Maintenance	811198
	Direct mail	Marketing Consulting Services	541813
	Direct Mail Advertising	Direct Mail Advertising	541880
	Direct Property and Casualty Insurance	Direct Property and Casualty Insurance	524126
	Driver and Management Services	Admin Mgmt & General Mgmt Consulting Services	541611
	Electrical Repair Service	Electrical Contractors and Other Wiring Installation Contractors	238210
	Electrical Repair	Electrical Contractors and Other Wiring Installation Contractors	238210
	Electrical Supplies	Electrical Contractors and Other Wiring Installation Contractors	238210
	Emergency Generator Repair and Service	Commercial and Institutional Building Construction	238220
	Employment Placement Agencies	Employment Placement Agencies	561310
	Engineering Services	Engineering Services	541330
	Exterminating & Pest Control Services	Exterminating & Pest Control Services	561710
	Fasteners	Automotive Parts and Accessories Stores	441310
	First aid Supplies	Office Supplies and Stationery Stores	453210
	Fuel	Petroleum Bulk Stations and Terminals	424720
	Fuel System Repair Service	Other Fuel Dealers	454319
	Furniture	Furniture Merchant Wholesalers	423210
	Gaskets	Automotive Parts and Accessories Stores	441310
	Glass	Glass Repair (Automotive)	811122
	Hotels (except Casino Hotels) and Motels	Hotels (except Casino Hotels) and Motels	721110
	HVAC Maintenance	Plumbing, Heating, and Air-Conditioning Contractors	238220
	HVAC Maintenance Items	Plumbing, Heating, and Air-Conditioning Contractors	238220
	Interior Design Services	Interior Design Services	541410
	Interior Painting	Painting and Wall Covering Contractors	238320
	Internet Publishing and Broadcasting and Web Search Portals	Internet Publishing and Broadcasting and Web Search Portals	519130
	Janitorial Supplies	Office Supplies and Stationery Stores	453210
	Laminating	Commercial digital printing (except books)	323111
	Landscaping	Landscaping Services	561730
	Lighting Equipment	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers	423610

Lighting Fixtures	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers	423610
Lubricants	Automotive Parts and Accessories Stores	441310
Magnetic Fare tickets	Graphic Design Services	541430
Motor Signs	Sign Manufacturing	339960
Office Equipment	Office Supplies and Stationery Stores	453210
Office supplies	Office Supplies and Stationery Stores	453210
Overhead Door Maintenance	Commercial and Institutional Building Construction	236220
Paint and Supplies	Painting and Wall Covering Contractors	238320
Paper	Office Supplies and Stationery Stores	453210
Plaques	All Other Miscellaneous Store Retailers (except Tobacco Stores)	453998
Plumbing Repair Service	Plumbing, Heating, and Air-Conditioning Contractors	238220
Printing, large-format (maps, shelter posters)	Graphic Design Services	541430
Printing, safety paper coupon books	Graphic Design Services	541430
Printing, small-format (brochures, flyers, postcards)	Graphic Design Services	541430
Promotional materials	Graphic Design Services	541430
Radio Equipment	Radio Repair	811211
Radio Stations	Radio Stations	515112
Security Equipment	Locksmiths	581622
Security Services	Security Guards & Patrol Services/Armored Car Services	581612
Shop Equipment	Automotive Parts and Accessories Stores	441310
Small Tools	Automotive Parts and Accessories Stores	441310
Snow Removal Services	Landscaping Services	561730
Special Needs Transportation	Special Needs Transportation	485991
Taxi Service	Taxi Service	485310
Telecommunications Equipment	Electrical Contractors and Other Wiring Installation Contractors	238210
Television Broadcasting	Television Broadcasting	515120
Tires	Tire Dealers	441320
Uniforms	Linen & Uniform Supply	812331
Van Repair Services	All Automotive Repair & Maintenance	811198
Vehicle Purchase and Parts	Automotive Parts and Accessories Stores	441310
Vehicle Towing	Motor Vehicle Towing	488410
Vending Machines	Vending Machine Operators	454210
Video Production Services	Motion Picture and Video Production	512110
Waste Receptacles	Office Supplies and Stationery Stores	453210
Welding Supplies	Automotive Parts and Accessories Stores	441310
Window Washing Services	Janitorial Services	561720
Wireless Telecommunications Carriers (except Satellite)	Wireless Telecommunications Carriers (except Satellite)	517210

**By entering into a sale with the City of Fargo, ND, and/or the City of Moorhead, MN, doing business as MATBUS, the supplier is agreeing to be bound by the following federal clauses and certifications as applicable:**

✓ 1. **No Government Obligation to Third Parties:** *Applies to all third party contracts that are federally funded.*

- a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

✓ 2. **Program Fraud & False or Fraudulent Statements & Related Acts:** *Applies to all third party contracts that are federally funded.*

- a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

✓ 3. **Access to Records and Reports:** *Applies to all contracts funded in whole or in part with FTA funds.*

- a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases,



subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- b) **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d) **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

✓ 4. **Federal Changes:** *Applies to all contracts.*

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

✓ 5. **Civil Rights and Equal Opportunity:** *Applies to all contracts.*

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a) **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.



6.

**Termination Provisions:** *Applies to all contracts in excess of \$10,000. Those contracts must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.*

- a) The CITY reserves the right to cancel any contract for cause upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the CITY.
- b) The CITY may cancel or reduce the amount of service to be rendered if there is, in the opinion of the City Council, a significant increase in local costs; or, in the opinion of the City Council, insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the CITY will notify Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

CONTRACTOR is hereby notified that the CITY Transit system pursuant to this agreement is dependent upon the necessary receipt of local, state and federal funding.

In the event of any termination, the CITY shall pay the agreed rate only for services delivered up to the date of termination. The CITY has no obligation to Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment and materials to the CITY within 24 hours of the date of termination.



7. **Disadvantaged and Small Business Enterprise:** *Applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year.*

*For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:*

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days (payment required within 10 days or paying interest at 1 ½ percent per Minnesota State Statute 471.425 subd. 4a) from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the CITY in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by CITY for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the CITY with the necessary certification and records for reporting purposes. When the majority of the contract is labor,

which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor must promptly notify the CITY whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the CITY.

#### Fostering Small Business Participation

The CITY has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the CITY. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

✓  
8. **Incorporation of FTA Terms:** *Applies to all contracts.*

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause the CITY to be in violation of the FTA terms and conditions.

✓  
9. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** *Applies to contracts in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.*

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate

in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 10. **Buy America:** *Applies to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project.*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.



- 11. **Breach of Contract and Dispute Resolution:** *Applies to all contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) and those contracts shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

- a) Disputes will be presented in writing to the appropriate City personnel – in Fargo, the Fargo Transit Director, in Moorhead, the Moorhead Transit Manager. City personnel and the Contractor will attempt to resolve any dispute arising in the performance of the Contract.

*Fargo:* If the Transit Director and Contractor cannot resolve the dispute, the issue will be presented in writing to the Fargo City Administrator within ten [10] working days of dispute. If the dispute cannot be resolved by the City Administrator, it will be submitted in writing within ten [10] working days of the Fargo City Administrator's decision to the Fargo City Commission – it is the sole responsibility of the Contractor to schedule a

hearing with the Fargo City Commission. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

*Moorhead:* If the Transit Manager and Contractor cannot resolve the dispute, the issue will be presented in writing to the Moorhead City Manager within ten [10] working days of the dispute. If the dispute cannot be resolved by the City Manager, it will be submitted in writing within ten [10] working days of the Moorhead City Manager's decision to the Moorhead City Council – it is the sole responsibility of the Contractor to schedule a hearing with the Moorhead City Council. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

The decision of the Fargo City Commission or Moorhead City Council shall be binding upon the Contractor and the Contractor shall abide by the decision.

- b) Unless otherwise directed by the Cities of Fargo/Moorhead, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c) Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- d) Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Cities of Fargo and/or Moorhead and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the applicable state.



12. **Lobbying Restrictions:** *Applies to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

The undersigned certifies (*Note: A separate certification will be required to be signed if the contract meets this criteria*), to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. **Clean Air and Federal Water Pollution Control Act:** *Applies to each contract and subcontract exceeding \$150,000. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.*

The Contractor agrees:

- a) It will not use any violating facilities;
- b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- c) It will report violations of use of prohibited facilities to FTA; and
- d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

- ✓ 14. **Contract Work Hours & Safety Standards Act:** *Applies to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers. Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:*

- a) *Contract Work Hours and Safety Standards*
  - i. *Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and A-38*
  - ii. *U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.*

a) **For construction contracts:**

- i. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part

5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

- ii. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
- iii. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
- iv. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

**b) For Awards Not Involving Construction**

- i. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- ii. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the



contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- iii. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- iv. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

15. **Transit Employee Protective Arrangements:** *Applies to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.*

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- a) **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- b) **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- c) **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

16. **Charter Service:** *Applies to contracts for operating public transportation service.*

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b) FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c) Any other federal Charter Service regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a) Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- b) Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c) Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

17. **School Bus Service Operations:** *Applies to contracts for operating public transportation service. The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:*

- a) Federal transit laws, specifically 49 U.S.C. § 5323(f);
- b) FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
- c) Any other Federal School Bus regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- a) Bar the Contractor from receiving Federal assistance for public transportation; or
- b) Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

18. **Substance Abuse Requirements: Drug & Alcohol Testing:** *Applies to third party contractors who perform safety-sensitive functions. Contractors must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:*

- a) Operating a revenue service vehicle, including when not in revenue service;
- b) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- c) Controlling dispatch or movement of a revenue service vehicle;
- d) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
- e) Carrying a firearm for security purposes.

*Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."*

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota and/or Minnesota, or the Cities of Fargo/Moorhead, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to the City of Moorhead Transit Manager and City of Fargo Transit Director. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

19. **Cargo Preference:** *Applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.*

The contractor agrees:

- a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

20. **Davis-Bacon Act and Copeland Act – Prevailing Wage and Anti-Kickback:** *Applies to all FTA funded contracts for all prime construction, alteration or repair contracts in excess of \$2,000. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:*

- a) **Prevailing Wage Requirements**
  - i. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
  - ii. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
  - iii. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- b) **"Anti-Kickback" Prohibitions**
  - i. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
  - ii. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and

- iii. *U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3.*

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- ✓ 21. **Energy Conservation:** *Applies to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.*

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

22. **Construction—Special Requirements:** *Applies to FTA assisted construction projects:*

- a) **Bonding.** The Common Grant Rules require bonds for all construction contracts exceeding the simplified acquisition threshold (exceeding \$150,000. *Minnesota State Statute 574.26 limit is \$100,000*) unless FTA determines that other arrangements adequately protect the Federal interest. FTA's bonding policies are as follows:
- i. **Bid Guarantee.** Both FTA and the Common Grant Rules generally require each bidder to provide a bid guarantee equivalent to 5 percent of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.
  - ii. **Performance Bond.** Both FTA and the Common Grant Rules generally require the third party contractor to obtain a performance bond for 100 percent of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.

- iii. **Payment Bond.** The Common Grant Rules generally require the third party contractor to obtain a standard payment bond for 100 percent of the contract price. A “payment bond” is obtained to ensure that the contractor will pay all people supplying labor and material for the third party contract as required by law. FTA, however, has determined that payment bonds in the following amounts are adequate to protect FTA’s interest and will accept a local bonding policy that meets the following minimums:
- **Less Than \$1 Million.** Fifty percent of the contract price if the contract price is not more than \$1 million,
  - **More Than \$1 Million but Less Than \$5 Million.** Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million, or
  - **More Than \$5 Million.** Two and one half million dollars if the contract price is more than \$5 million.
- iv. **Acceptable Sureties.** The Common Grant Rule for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, “Surety Companies Doing Business with the United States,” 31 CFR Part 223. For a current list of approved sureties, see Department of the Treasury’s Listing of Approved Sureties (Department Circular 570), <http://fms.treas.gov/c570/c570.html>. FTA encourages each governmental recipient to require similarly acceptable sureties.
- v. **Reduced Bonding.** FTA recognizes that bonding costs can be expensive. FTA will accept a local bonding policy that conforms to the minimums described in this subparagraph 2.h(1) of this Chapter. FTA reserves the right to approve bonding amounts that do not conform to these minimums if the local bonding policy adequately protects the Federal interest. A recipient that wishes to adopt less stringent bonding requirements, for a specific class of projects, or for a particular project should submit its policy and rationale to the Regional Administrator for the region administering the project.
- vi. **Excessive Bonding.** Compliance with State and local bonding policies that are greater than FTA’s bonding requirements do not require FTA approval. FTA recognizes that in some situations bond requirements can be useful if the recipient has a material risk of loss because of a failure of the prospective contractor. This is particularly so if the risk results from the likelihood of the contractor’s bankruptcy or financial failure when the work is partially completed. Nevertheless, if the recipient’s “excessive bonding” requirements would violate the Common Grant Rules as restrictive of competition, FTA will not provide Federal assistance for procurements encumbered by those requirements. Consequently, if the recipient’s bonding policies far exceed those described in this subsection; FTA reminds the recipient that it may find it useful to submit its policy and rationale to the Regional Administrator for the region administering the project.

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23. **Bus Testing:** *Applies only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in*

*accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.*

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

24. **Fly America:** *Applies to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.*

a) *Definitions.* As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

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(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

25. **Patent Rights and Rights in Data:** *Applies when entering into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award. The recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non-exclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:*
- a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and*
  - b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.*

Intellectual Property Rights: This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- a) The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
  - i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

- ii. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- b) Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- c) Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- d) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- e) Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- f) The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

26. **Pre-Award and Post-Delivery Audits of Rolling Stock Purchases:** *Applies to the purchase of revenue service rolling stock with FTA funds and must comply with the pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented by 49 C.F.R. part 663.*

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

27. **Recycled Products:** *Applies to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000. Applies to States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of*



*the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.*

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

- ✓ 28. **Safe Operation of Motor Vehicles:** *Applies to all federally funded third party contracts.*

**Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

**Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

29. **Seismic Safety:** *Applies only to contracts for the construction of new buildings or additions to existing buildings.*

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

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*Note: Information on clauses was obtained from the FTA Best Practices Procurement and Lessons Learned Manual, and Circular FTA C 4220.1F Third Party Contracting Guidance.*

<https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>

<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION & OTHER RESPONSIBILITY MATTERS**

Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this certification.

CONTRACTOR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

11/21/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Walley Green & Associates  
\_\_\_\_\_  
Company Name

**CERTIFICATION OF  
RESTRICTIONS ON LOBBYING**

I, Josh Abrahamson, hereby certify on behalf of Valley Green Associates that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contact, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 2 day of Nov, 2017

By: Josh Abrahamson, Owner



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December 14, 2017

Board of City Commissioners  
City Hall - 200 N 3<sup>rd</sup> Street  
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Department respectfully requests approval of the attached Amendment #2 to the Contract with First Transit to revise the Management Fee for the period January 1, 2018, through December 31, 2018, to reflect the changes in revenue hours for the City of Fargo, North Dakota and Moorhead, Minnesota.

Fargo has a three-year contract with First Transit to operate the fixed route transit system, including management and drivers for the period January 1, 2016, through December 31, 2018.

On July 1, 2017, the City of Fargo implemented several route changes while the City of Moorhead expanded hours of service due to the receipt of a New Service Expansion Grant from the State of Minnesota. Under the contract with First Transit, the management costs for the transit system are shared between the cities of Fargo and Moorhead based on a percentage of total service hours. The contract allows for a review of the hours for sharing of the management fee at a minimum of annually. With Moorhead's increased hours and Fargo's decreased hours, the management fee percentage split has changed and needs to be amended into the contract for calendar year 2018. There is no change to the total cost for management, only the percentage split between the city contracts. Moorhead will also be amending their contract with First Transit to increase their management fee for 2018.

**Requested motion:** Approve attached Amendment #2 to the First Transit and City of Fargo contract to revise the Management Fee for the period January 1, 2018 through December 31, 2018.

Sincerely,



Julie Bommelman, Transit Director  
City of Fargo

/attachment

**AMENDMENT NO. 2  
TO AGREEMENT BETWEEN CITY OF FARGO AND FIRST TRANSIT**

THIS AMENDMENT NO. 2, made this 1st day of January, 2018, by and between the City of Fargo, hereinafter referred to as the "CITY," and First Transit, hereinafter referred to as "CONTRACTOR."

WHEREAS, the CITY and CONTRACTOR previously entered into an Agreement to provide the CITY with management, supervisory and operational services for its fixed route system (attached as Exhibit A and hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the CITY and CONTRACTOR entered into an Amendment to Agreement on January 1, 2016, which is attached as Exhibit B; and

WHEREAS, said AGREEMENT contains Article 8, section 8.2.3 which delineates the fixed monthly rate for management services annually under the AGREEMENT; and

WHEREAS, since the AGREEMENT took effect, the CITY expanded services which has decreased the City's percentage share of the fixed monthly rate and increased the share for the City of Moorhead, Minnesota.

NOW, THEREFORE, the AGREEMENT is hereby amended as follows:

- A. Article 8, section 8.3.2 will be amended for January 1, 2018 through December 31, 2018 as set forth below:
- 8.3.2 A fixed monthly rate for management services as follows:
- |                                            |                                  |
|--------------------------------------------|----------------------------------|
| January 1, 2016 through December 31, 2016: | \$11,853.12                      |
| January 1, 2017 through December 31, 2017: | \$11,828.54                      |
| January 1, 2018 through December 31, 2018: | <del>\$12,107.13</del> 14,385.17 |
- B. Attachment A, Section 3.1, Fixed Route, Subsection A, Service Hours - Fargo, is amended to incorporate service changes that became effective July 1, 2017.
- C. Attachment A, Section 3.1, Fixed Route, Subsection B, Service Hours – Moorhead, is amended to incorporate the new service expansion hours that became effective July 1, 2017.
- D. Attachment A, Section 3.2, Paratransit, is amended to expand Sunday Paratransit Service in to Moorhead and Dilworth, Minnesota.
- E. Appendix 7 is amended to reflect the new fixed route schedule effective July 1, 2017.

- F. Appendix 13 projected hours for 2018 is amended to incorporate the changes in service hours for Fargo and Moorhead.

To the extent the modifications or amendments set forth in this Second Amendment to Agreement contradict the terms of the AGREEMENT or the First Amendment, the terms of this Second Amendment shall be interpreted to control and govern.

In all other respects, the AGREEMENT and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed effective the day and year first above written.

CITY OF FARGO

FIRST TRANSIT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Timothy J. Mahoney, Mayor

Its: \_\_\_\_\_

ATTEST

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Steve Sprague, City Auditor

Its: \_\_\_\_\_

## **ATTACHMENT A**

### **SECTION 1. LEFT INTENTIONALLY BLANK**

### **SECTION 2. PROJECT DESCRIPTION**

The Cities of Fargo and Moorhead have selected one, qualified vendor to provide all public mass transportation services for the F-M MATBUS system. Services to be provided include driver and dispatch operations and record keeping functions required by the Cities of Fargo and Moorhead, States of North Dakota and Minnesota, and the Federal Transit Administrations.

The Cities of Fargo and Moorhead provide vehicles, including maintenance, storage and fuel for transit services.

Contractor will provide service for the full system, but each City will execute a separate contract. The resulting contracts will require all drivers be cross trained and utilized in both Cities.

The Cities of Fargo and Moorhead currently supply 58 transit buses for this service: 32 Fargo Fixed Route, 11 Moorhead Fixed Route, 12 Fargo Paratransit and 4 Moorhead Paratransit. Ridership annually is approximately 1.7 Million passengers on the Fargo fixed route system and 482,000 passengers on the Moorhead fixed route system; and 54,000 on Paratransit (combined between Fargo, West Fargo, Moorhead and Dilworth).

The City of Fargo owns and operates a transfer terminal entitled the Ground Transportation Center (GTC), located at 502 NP Avenue, Fargo, North Dakota, which has furnished office space for the fixed route dispatchers, two (2) offices for the Contractor's supervisory staff, and one (1) conference room that can be used for meetings and training. The GTC serves as layover point for many of the fixed routes. The City of Moorhead shares in the operating costs of the Ground Transportation Center.

The Cities of Fargo and Moorhead share a combined storage and maintenance facility located at 650 23<sup>rd</sup> St N, Fargo, North Dakota, which has two (2) furnished office spaces for the Contractor. This facility houses the fleet of vehicles, the administrative staff, driver's break and locker rooms, maintenance staff, and the paratransit dispatch center.

### **SECTION 3. CONTRACTOR RESPONSIBILITIES - OPERATING REQUIREMENTS**

#### **3.1 FIXED ROUTE (Updated 7.1.17)**

It shall be the responsibility of the Contractor to thoroughly investigate and understand the Fargo/Moorhead MATBUS fixed route transit system and organizational structure prior to call for proposals date. Refer to projected revenue hours in **Appendix 13**.

##### **A. Service Hours – Fargo (Updated 7.1.17)**

The Fargo Transit fixed route system currently operates 15 weekday, 10 Saturday and 12 evening routes. Fargo and Moorhead Transit operate a "pulse" system with the majority of transfers between Fargo routes and Moorhead routes occurring at the Ground Transportation Center (GTC) located at 502 NP Avenue, Fargo, North Dakota. A set of current schedules is included with this document as Appendix 7.

**Please note:** *LinkFM is a downtown circulator route currently operating/running between Fargo and Moorhead.*

##### **1. Weekday Schedule (Monday through Friday)**

Service runs 6:15 a.m. to 11:15 p.m. Hours of service equate to 317.97 revenue hours per day (see Appendix 13).

In the daytime, there are 24 buses operating 18 routes; the buses are used as follows:

- 2 vehicles on Route 13
- 1 vehicle on Route 13U
- 3 vehicles on Route 14 and Route 11 (interlined, 11 = 30, 14 = 90)
- 4 vehicles on Route 15
- 1 vehicle on Route 16
- 3 vehicles on Route 17 & Route 18 (interlined, 17 = 30 min, 18 = 90 min)
- 1 vehicle on Route 21 & Route 22 (interlined, both 30 min)
- 1 vehicle on Route 24
- 1 vehicle on LinkFM
- 1 Vehicle on Route 31
- 1 vehicle on Route 32E
- 1 vehicle on Route 32W
- 3 vehicles on Route 33
- 1 vehicle on Route 34

Three patterns of interlining are utilized, as denoted below:

- 11/14
- 17/18
- 21/22



In the evening, there are 11 buses operating 12 routes; the buses are used as follows:

- 1 vehicle on Route 13
- 2 vehicles on Route 14 and Route 11
- 2 vehicles on Route 15
- 2 vehicles on Route 17 & route 18
- 1 Vehicle on Route 21 & Route 22
- 1 Vehicle on Route 24
- 1 vehicle on LinkFM (until 7pm)
- 
- 1 vehicle on Route 31 & Route 35 (31 ends at 8pm, 35 ends at 10:07 pm)

**Note:** During the non-academic year (mid-May to late August), revenue hours are 235.76 hours per day (routes 13U, 31, 32E, 32W, 33, 34, and 35 do not run during the non-academic calendar year).

**2. Saturday Schedule**

Service runs 7:15 a.m. to 11:15 p.m. Hours of service equate to 195.71 revenue hours per day. There are 13 buses operating 11 routes; the buses are used as follows:

- 1 vehicle on Route 11
- 2 vehicles on Route 13
- 2 vehicles on Route 14
- 2 vehicles on Route 15
- 1 vehicle on Route 16
- 2 vehicles on Route 17 & Route 18
- 1 vehicle on Route 21 & Route 22
- 1 vehicle on Route 24
- 1 vehicle on LinkFM

Three patterns of interlining are utilized, as denoted below:

- 11/14
- 17/18
-

**B. Service Hours – Moorhead (Updated 7.1.17)**

The Moorhead MATBUS fixed route system operates seven routes. Moorhead MATBUS operates a "pulse" system. Transfers among Moorhead routes occur at the Ground Transportation Center located at 502 N.P. Avenue, Fargo, North Dakota, the Marriott Transfer Facility on 11<sup>th</sup> Street and 28<sup>th</sup> Avenue South in Moorhead, and Walmart shelter in the parking lot near 34<sup>th</sup> Street and 8<sup>th</sup> Avenue North in Dilworth.

Transfers between Moorhead, Minnesota, and Fargo, North Dakota, MATBUS routes take place at the GTC. Transfers between Moorhead routes 1, 2, 3, and 5 are at the Marriott Shelter. Routes 1/3, 2/5 and 6/9 are interlined. Transfers between Routes 4, 6 and 9 occur at the Walmart in Dilworth.

**1. Schedule (Monday through Saturday)**

Service runs 6:15 a.m. to 11:15 p.m. with 30-minute frequency on Routes 1, 2, 3, 4, and 5, and from 6:10 a.m. to 6:40 p.m. with 60-minute frequency on Routes 6 and 9. Two buses are used on Route 4 for 30-minute frequency. Weekday hours of service equate to 114.5 during the non-academic year and 118.5 during the academic year (see Appendix 13).

From start of college through end of college, an additional Route 2 is operated Monday-Friday, from 2:30 p.m. to 6:30 p.m. to increase frequency and facilitate transfers in the afternoons for MSUM students. Eight vehicles are operated during peak on weekdays during the academic year.

Three patterns of interlining are currently utilized, as denoted below:

- 1/3
- 2/5
- 6/9

**2. Saturday Daytime Schedule**

Service runs 7:15 a.m. to 11:15 p.m. with 30-minute frequency on Routes 1, 2, 3, 4, and 5, and from 6:10 a.m. to 6:40 p.m. with 60-minute frequency on Routes 6 and 9. Route 4 has 30-minute service frequency on Saturdays with two vehicles operating on a 60-minute route. Hours of service equate to 109.85 revenue hours per day. Routes 1/2, 3/5, and 6/9 currently interline; however, route changes taking effective July 1, 2015, will have 1/3, 2/5 and 6/9 interlining the same as weekdays. **3.**

**C. Service Hours - Holidays**

There is no service on the following holidays: New Year's Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day,

Christmas Day, and Easter Sunday (including Paratransit). In addition, bus service on Christmas Eve usually ends early at 5:15 p.m.

**D. Sunday Schedule**

There is no Sunday service for fixed route in either Fargo or Moorhead at this time.

**E. On-time Performance**

The Contractor shall provide safe, timely, professional and reliable municipal mass transit services. Times schedules have been determined based on the earliest time the bus can arrive under ideal operating conditions. Buses shall not leave any time point prior to their scheduled departure time. At no time is the contracted operator to exceed posted speed limits in order to meet on-time performance. To allow for buses to reestablish timeliness during a trip, at least one layover point has been established at the mid-point of each route trip (see Appendix 7). The Cities want to ensure that passengers are able to successfully transfer from one bus route to another bus/route at transfer hubs. In the event that a pattern emerges of a noticeable number of missed transfers, the Cities will require the Contractor to review RouteMatch metrics and present a proposed remedy for issue(s) identified. The Cities acknowledge that certain circumstances are beyond the Contractor's control, such as emergencies, mechanical problems, inclement weather, construction, train delays, the boarding or de-boarding of a person in a mobility device, incident, or accident. The Contractor is required to meet acceptable performance standards as will be established in the Transit Development Plan 2016-2020, which is currently being drafted by a consultant.

**F. Fares**

Passengers are required to pay fares in one of the following manners: cash, Smartcard, coupon, ticket, College U-Pass I.D. or transfer slip. MATBUS operates the GFI Odyssey electronic farebox. Cash fares are entered into a secured farebox by the transit rider. Drivers are not responsible to carry change. The driver can issue a farebox change card for overpayment that can be used on the MATBUS system. Base fare is currently \$1.50, half fare or 75 cent fares apply to elderly, disabled, and youth (K-12) and preschool children ride free. Currently, North Dakota State University (NDSU), Minnesota State University Moorhead (MSUM), Concordia College, and Minnesota State Community and Technical College (M|State) students ride free with their valid I.D.; NDSU and Concordia faculty and staff also ride free with valid I.D.

Transfers between routes within the Fargo and Moorhead transit systems are free and accepted at any location along the route and at major transfer hubs. Transfers between Fargo and Moorhead transit systems are also free and accepted at the Ground Transportation Center. The driver issues a transfer ticket to a passenger upon request at time of boarding.

Transit Alternatives is a public transit system operated through Productive Alternatives in Fergus Falls, MN, that provides commuter service from Detroit Lakes, MN, and Fergus Falls, MN into Fargo-Moorhead, as well as a flex route on Sundays in Moorhead and Dilworth, MN. Transfers from Transit Alternatives to MATBUS are free and accepted at the GTC, however transfers from Fargo and Moorhead busses back on to Transit Alternatives are not applicable – riders are required to pay for the return trip on a Fargo or Moorhead bus.

LinkFM is a downtown circulator linking the downtown areas of Fargo and Moorhead. Fare is not required from any passenger on this route and transfers between LinkFM and other MATBUS routes are offered free of charge.

Contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

**G. Auto Vehicle Location (AVL) and Auto Voice Announcement (AVA)**

The Contractor will be required to utilize the Cities' AVL/AVA system provided by RouteMatch Technologies for daily operations for both fixed route and Paratransit operations. The Contractor will be required to work with the Cities in all aspects of programming, operating, training and troubleshooting of the RouteMatch system. In the event the Cities elect to implement further technologies on-board its vehicles, the Contractor will be expected to support and utilize such innovations.

**3.2 MAT PARATRANSIT (Updated 7.1.17)**

MAT Paratransit service is demand-response door through first door service for persons with disabilities who are ADA Paratransit eligible. Service is provided within the city limits of Fargo and West Fargo, North Dakota, Moorhead and Dilworth, Minnesota, utilizing 16 mini-buses provided by the Cities of Fargo and Moorhead. The minimum number of vehicles and revenue hours, established to meet demand is provided in Appendix 13. Revenue hours may be adjusted by the Cities to meet daily needs. Hours of service are currently Monday-Friday 6:00 a.m. to 11:15 p.m., and Saturday 7:00 a.m. to 11:15 p.m. Paratransit service is provided on Sundays (limited to three mini-buses) in Fargo and West Fargo, North Dakota only; hours of operation are 7:00 a.m. to 5:00 p.m. Effective July 1, 2017, Sunday service was expanded into Moorhead and Dilworth, Minnesota.

RouteMatch is the software program utilized by the Fargo-Moorhead MATBUS for paratransit operations in scheduling trips for ADA eligible clients. In addition, each paratransit vehicle is equipped with a tablet, which interfaces directly with RouteMatch. RouteMatch and tablets will be utilized in the daily operation of Paratransit. The City of Fargo provides reservationists to create driver manifests using RouteMatch. **Contractor is required to follow, and ensure drivers adhere to, the schedule produced.** Contractor is to schedule drivers to each run on a daily basis.

Operating Guidelines for MAT Paratransit are included in Appendix 6, and list the hours, days of service, fares, driver and dispatch responsibilities, eligibility criteria, recordkeeping and other requirements that the contractor must adhere to in the operation of this service. The Cities may amend these guidelines from time to time during the term of this contract and the Contractor shall comply with said guidelines.

#### **On-time Performance**

The Contractor shall provide safe, timely, professional and reliable municipal mass transit services. Trips will be considered "on-time" as long as they are served within a 30-minute window ( $\pm 15$  minutes deviation from the scheduled pick-up and drop-off times). The contractor is required to meet acceptable performance standards as mutually agreed upon.

#### **In-Vehicle Time/Shared Ride Service**

Except in cases of extremely distant start and end points, passengers shall not spend more than sixty (60) minutes in a vehicle. Records kept by the Cities of Fargo and Moorhead will record late arrivals, lengthy trips, missed rides, and other pertinent information. These records are utilized to determine that sufficient service is available to meet demand. In addition, drivers will radio the Reservationists for breaks, and at all other times will remain available for scheduling and contact by radio. Reservationists may also require the driver to take a break when time is available.

### **3.3 GROUND TRANSPORTATION CENTER**

The City of Fargo owns and operates the Ground Transportation Center (GTC) transfer terminal located at 502 NP Avenue, Fargo, North Dakota. GTC Procedures and Policies have been developed and entered into by the Cities. The Cities' policies have been incorporated into the MATBUS Employee Handbook and must be read and acknowledged by each driver and dispatcher as a part of their initial training. A copy of the current MATBUS Employee Handbook is included as Appendix 12. The Cities may amend these from time to time during the contract period, and the Contractor shall comply with said policies and procedures.

The GTC has a driver break room, which includes a telephone for local calls. **Smoking is not allowed inside or outside the GTC facility – the smoking policy is strictly enforced.** There is a dispatch area with work areas for up to three (3) people. A list of equipment and furniture provided by the City for use by the dispatchers and contractor's management/supervisory staff is available in Appendix 9. The GTC dispatcher is responsible for safely releasing both Fargo and Moorhead fixed route buses from the GTC, providing exceptional customer service, selling tickets and Smartcards, recording statistical data, providing route information, recording passenger complaints in compliance with established procedures, suggestions or comments, opening and closing the building, and

other duties as assigned. The GTC dispatch hours are 6:00 a.m. to 11:15 p.m., Monday through Friday and 7:00 a.m. through 11:15 p.m. Saturdays.

At the GTC, the Cities supply office space for dispatch staff and supervisors with telephones, computers and workstations. The Contractor must supply any other furniture or equipment necessary for the supervisor's use. The Contractor is required to have access to a cell phone and email for communication with the Cities. The Cities will provide internet service and an email address within the City of Fargo infrastructure.

Currently, the Cities contract with a security firm to make provide approximately 40 hours per week of patrols at the GTC and escort dispatch to their vehicles at the end of day. In addition, security personnel exchange large bills and transport deposits. The Fargo Police Department has assigned personnel to downtown Fargo available for supplementary security purposes.

### **3.4 TRANSIT STORAGE AND MAINTENANCE FACILITY**

The Cities of Fargo and Moorhead share a combined storage and maintenance facility called the Metro Transit Garage (MTG) located at 650 23<sup>rd</sup> St N, Fargo, North Dakota. This facility houses the fleet of vehicles, the administrative staff, driver break and locker rooms, furnished offices for the Contractor, maintenance staff, and the paratransit dispatch center.

The MTG facility has a driver's lounge and locker room, and a lunch room shared with City staff. **Smoking is not allowed inside or outside the MTG building.** The administration, maintenance, and paratransit areas are staffed with City of Fargo and City of Moorhead employees.

The Contractor's management/supervisory personnel shall be located at the MTG and/or GTC. The Cities supply furnished offices for the Contractor at the MTG. Refer to Appendix 9 for a complete list of city-owned equipment that will be provided for use by the Contractor. The Contractor must supply any other furniture or equipment necessary for the management/supervisory use. Contractor's management/supervisory staff is required to have access to a cellular phone with texting capabilities and email for communication with the Cities.

### **3.5 INCREASE OR REDUCTION IN SERVICE HOURS**

The Cities of Fargo and Moorhead may, for any reason, request an increase or reduction in bus hours to be provided by the Contractor for fixed route, GTC Dispatch, and MAT Paratransit, or other required bus service hours. Said increases or decreases shall not result in renegotiation of the cost per revenue hour for driver services.

Management fees will be a separate line item in this proposal and the resulting contract. With the exception of a change in the number of Contractor's management staff as pre-approved by the Cities, there will not be renegotiation

of the management fees in the increase or reduction of service hours. However, when there is a substantial change in revenue hours, there will be redistribution between the Cities of Fargo and Moorhead of the set management fee based upon percentage of total revenue hours. The Cities shall review revenue hours at a minimum once annually, and determine if a redistribution is warranted.

**3.6 ROUTE SCHEDULES AND INFORMATION**

Current route schedules and information for Fargo and Moorhead MATBUS Transit Services are available as published.

**3.7 CONTRACT HOURS**

Projected annual revenue hours for each year of the three-year contract period are attached to this document as Appendix 13. Refer to Section 3.18 for the definition of bus revenue hour.

**3.8 FARE/REVENUE COLLECTION**

The Cities shall collect and retain all revenues generated by the fixed route transit systems. The drivers will properly operate the existing, and any subsequent, fareboxes and ensure that the fare policies are followed. Drivers will also be responsible for clearing jams in the fareboxes when applicable. Fares collected for the MAT Paratransit system are to be retained by the Cities.

The Cities shall hire a security firm to transport revenue from the garage to the Cities' banks on a periodic basis. The Contractor shall cooperate with the security firm and the Cities in implementing any accounting procedures for the safe removal of fares from the fareboxes, handling of fares for Paratransit and handling of fare media sales at the Ground Transportation Center. The Cities Fare Collection Policies are incorporated in Appendix 19.

**3.9 INTENTIONALLY LEFT BLANK**

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**3.11 PERSONNEL**

The Contractor shall be solely responsible for the provision of and satisfactory work performance of all employees as described by this Request for Proposal or any reasonable performance standard established by the Cities of Fargo and Moorhead, and shall be solely responsible for payment of all employees' wages and benefits. Without any additional expense to the Cities of Fargo and Moorhead, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and social security. The Cities of Fargo and Moorhead shall have the right to demand removal of any personnel from the Contractor's local team for just cause (as determined by the Cities). The Contractor shall not, absent prior written notice of 60 days to, and consent by the Cities, remove or re-assign any key management personnel identified in its proposal (e.g. Project Manager) at any time prior to or after execution of the contract.

The Contractor will ensure an equivalent of at least the following management/supervisory team on staff:

- 1 Project/General Manager
- 1 Safety Manager/Classroom Trainer
- 1 Office Clerk
- 1 Operations Supervisor
- 2.5 Road Supervisors

Additionally the Contractor will ensure an equivalent of at least the following staff members in place:

- 4.5 Fixed Route Dispatchers
- Sufficient drivers for fixed route and Paratransit services

For purposes of this contract, full-time work for managers/supervisors equates to a minimum of forty (40) hours per week.

**A. Organizational Structure**

Contractor must ensure personnel resources are available to accommodate the organizational structure of the company and personnel resources that are available to accommodate employee turnover, vacations and other absences without disrupting MATBUS operations, as well as demonstrate that a sufficient number of qualified personnel will be dedicated to properly operate and maintain the transit system.

Company personnel are subject to any and all rules and regulations, including the most current Drug & Alcohol regulations that are placed on the Cities of Fargo/Moorhead as a condition of receiving necessary local, state or federal funding.

**B. Project/General Manager**

The Contractor shall designate a Project/General Manager who shall oversee successful operation of the services.

At a minimum, the Project/General Manager must have three (3) or more years experience managing all aspects of a municipal mass transit and complimentary paratransit operations, or a combination of higher education and transportation experience in a management/supervisory position totaling five or more years.

The Project/General Manager must be computer-proficient and have a working knowledge of the Microsoft Office Suite. The Cities operate in a Windows-based operating system environment. The Project/General Manager will be required to become proficient with programs required by the Cities (such as RouteMatch, GFI Operating Systems, ManageMAT, MobileView, Tightrope Media Systems' Carousel and others as assigned) by June 30, 2016.



The Project/General Manager must have, by the start of the contract period, medical and operator certificates & appropriate vehicle class license(s).

The Project/General Manager must be able to perform his or her tasks within the working environments of an office, transit facility, maintenance facility, transit vehicles and bus stops.

The following is not intended to be an all-inclusive list of the essential functions of the Project/General Manager position, but rather a general description of some of the requirements necessary to carry out the duties and responsibilities of this position.

- Communicate clearly and effectively, both orally and in writing, using the English language.
- Meet with the Cities, vendors or others on a regular basis.
- Work extended hours, including weekends, when necessary.
- Demonstrate regular and consistent attendance and punctuality.
- Assimilate information quickly and accurately in order to make effective day-to-day operational decisions. Additionally, provide operational reports as requested by the Cities in the timeframe denoted and to provide recommendations to improve service delivery.
- Prioritize tasks and manage time effectively.
- Ensure contract compliance.
- Supervisory experience with hourly employees and knowledge of Human Resources regulations is required.
- Create a positive work environment by providing all employees with fair and equitable supervision and encouraging professional and personal growth.
- Recruit, screen, and hire quality employees to ensure full effective staffing of the operation.
- Document employee performance, provide necessary training, and apply appropriate discipline.
- Ensure the safety of the operations as it relates to the service delivered, the passengers utilizing the service, and the employees providing the service.
- Address groups periodically to present information (City Commission/Council, civic groups, driver meetings).
- This position will require an individual who can effectively interact with all levels of employees, from bus drivers to senior management, and with the general public.
- Must be available to confer with the Cities' regarding weather-related cancellations or closures.
- Additional duties as assigned.

**C. Additional Management Team Duties**

The Contractor shall provide sufficient personnel to monitor drivers on the road to ensure compliance with policies and procedures. The Cities require a supervisor to be on-site during morning "roll-out" Monday through Saturday.

The following is not intended to be an all-inclusive list of the essential functions of the additional management team, but rather a general description of some of the requirements necessary to carry out the duties and responsibilities of these positions.

- Monitoring of pre- and post-trip vehicle inspections.
- Driver retraining after accidents, incidents, complaints, as applicable.
- Video surveillance review in response to accidents, complaints, incidents or requests from the Cities, insurance companies or emergency personnel.
- Training of drivers and fixed route dispatchers of on-board promotions, MATBUS Employee Handbook (contains Cities policies and procedures), changes in the system, or any other pertinent information the drivers and/or dispatchers are required to know.
- Regular on-site monitoring of operations at remote transfer hubs.
- Written evaluation of drivers and dispatchers annually.
- Each and every fixed route driver will be observed via a ride-along at least once per quarter during all hours of operation, including early mornings, evenings and weekends. Ride-along observations can include video surveillance.
- Each and every Paratransit driver shall be monitored with unannounced random spot checks at least once per month.
- Consultations with newly-hired drivers must be completed within 90 days of hire, in addition to the annual evaluation (including practical demonstrations and on-site visits or ride-alongs).
- Coordinate compliance with Federal, State, and local laws and assist with safety inspections and periodic audits by state or federal agencies.
- Maintain or coordinate complete personnel recordkeeping (including license status, arrests, citations, traffic violations). Maintain substance abuse files.
- Responds to emergencies and utilizes the Vehicle Crash Procedures established by the Cities (included in Appendix 20). This will also include the notification of police and the Cities when necessary.
- Ensures all safety regulations are being observed and all training methods are adequate and effective.
- Conduct safety training and meetings. Review accident reports to reduce number and severity of accidents; maintain complete safety files, e.g., accident reports, bus reports, worker's compensation

injuries, off-job injuries and document occurrences. Investigates complaints, accidents, and incidents as needed.

- Additional duties as assigned.

The Cities require that any drivers proposed for Paratransit be interviewed/screened by the City prior to being placed in service to ensure compatibility and correct fit.

The Cities will also require that any dispatcher being proposed for Fixed Route Services be interviewed/screened by the City prior to being placed in service to ensure compatibility and correct fit.

**D. On-Call & Organizational Structure**

In addition to the Project/General Manager being on-call and reachable by a fully-functional cell phone or 2-way radio during all service hours, one additional member of the Contractor's Management Team will also always be required to be on-call during all operating hours (this second on-call duty may be rotated among the various members of the Team). In the absence of the Project/General Manager, he or she may elect to designate a member of the Management Team to function as the first point of contact for the Cities. To summarize, a total of two members of the Management Team are always expected to be on-call during operating hours.

**E. GTC Dispatch Staff**

The Contractor shall supply a sufficient number of employees to staff the GTC dispatch area at all required times. At present, the GTC is open from 6:00 a.m. to 11:15 p.m. Monday through Friday. On Saturday, the GTC is open from 7:00 a.m. to 11:15 p.m. The Contractor will be expected to provide two dispatchers on duty from 6:00 a.m. to 7:00 p.m. Monday through Friday (one dispatcher after 7:00 p.m. until 11:15 p.m.), in addition to two dispatchers from 7:00 a.m. to 7:00 p.m. on Saturday (with one dispatcher after 7:00 p.m. until 11:15 p.m.). From 7:00 p.m. until 9:15 p.m. Monday through Saturday, the half-time Road Supervisor would be available to work at GTC Dispatch, if not working off-site. On-site private security has been retained to provide coverage beginning at 9:15 p.m. Monday through Saturday to assist during these hours.

The Contractor will be responsible for training these employees and ensuring that all Cities' program policies and procedures are adhered to. Contractor shall describe plans to ensure daily dispatch functions are executed, including the handling of emergency and unusual situations, and the proper utilization of computer hardware and software. **Note:** During times of emergencies, weather events, special community or transit system events, the Cities will require additional coverage in dispatch to handle the excessive workload effectively.

Dispatch/Office staff will be responsible for maintaining records as required by the Cities to meet requirements and regulations of the States of North Dakota and Minnesota and the Federal Transit Administration.

The following is not intended to be an all-inclusive list of the essential functions of the fixed route dispatchers, but rather a general description of some of the requirements necessary to carry out the duties and responsibilities of these positions.

- Assisting with and/or providing daily dispatching duties.
- Scheduling drivers to meet the service requirements.
- Communicating with the drivers regarding policies and enforcing same, i.e. uniform compliance, stop sign adherence, on-time performance, etc.
- Monitoring radio communication and required correspondence for transfers, persons in mobility devices and arrival/departure times.
- Communicating with other dispatchers on procedures and enforcing compliance, i.e. accounting procedures, customer service, vehicle crash and incident reports, etc.
- Ensuring reports and documentation required by the Cities are prepared and submitted on-time and accurately.
- Assigning tasks to other dispatchers on duty to ensure work is completed in a timely-manner.
- Perform duties related to the operation of Paratransit services outside of the hours staffed by the Cities' Paratransit Reservationists.
- Other duties as assigned.

**F. Drivers & Training**

The Contractor shall supply a sufficient number of properly qualified personnel to operate the equipment and to provide the services required. The City of Fargo/City of Moorhead reserves the right to approve all personnel positions and require the removal of any personnel from operations of the City transit system.

The Contractor shall be responsible for the performance of personnel in accordance with this RFP and the policies contained in the following documents, which may be amended by the Cities from time-to-time during the contract period:

- F-M MATBUS Employee Handbook (Appendix 12),
- MAT Paratransit Operating Guidelines (Appendix 6)

Training shall be the responsibility of the Contractor. All training programs must be pre-approved by the Cities and upon completion, certification maintained in the employee's qualification files. Contractor shall provide training at a minimum as outlined in their proposal. All records shall be made available to the Cities upon request. Specific training topics to be covered are contained in the MATBUS Employee Handbook (Appendix

12). In addition, the Contractor is required to have comprehensive safety training and incentive programs for all employees. Specific hours of training and areas of coverage shall be indicated in the proposal submitted by the Contractor with this RFP. There will be a conference room available at the MTG facility, which may be scheduled in advance for training.

The Contractor's safety program must be detailed in the proposal. Additionally, the Contractor must provide its safety record for the past three years, including information such as the number and type of preventable vehicle crashes, as well as incidents resulting in potential injury or medical attention to passengers which have occurred within transit operations managed by the Contractor during the timeframe denoted above.

Meetings shall be held no less than once monthly with mandatory attendance by the Contractor's drivers and dispatchers. The meeting(s) are required to be video/audio recorded and any staff member absent from the meeting must watch/listen to the recording prior to the next meeting. Staff from the Cities may request items be added to the agenda and may also attend these meetings. Pre- and post-meeting handouts shall be prepared by the Contractor and provided to the City.

GTC dispatch personnel are required additional training related to customer service interaction, as well as sensitivity training to effectively communicate with persons with disabilities. They must be thoroughly familiarized with the service area, routes, the MATBUS system/network and the MATBUS Employee Handbook.

Minimum driver qualifications are listed in the MATBUS Employee Handbook (Appendix 12).

The driving records of bus drivers are subject to review at any time deemed necessary by the Cities or Contractor. The Cities of Fargo and Moorhead will require the Contractor to provide a current, written record on drivers from the State Motor Vehicles Department prior to employment and once annually thereafter. The Contractor is also responsible for obtaining and paying for criminal record checks on all drivers through the Bureau of Criminal Apprehension as a pre-employment step, and on an annual basis thereafter. The Cities reserve the right to approve all personnel positions and review any and all Contractor employee files. The Contractor shall include within the personnel file a signed check list indicating that the new employee has received proper training as prescribed by the Cities.

**G. Employee Manual**

In addition to the MATBUS Employee Handbook provided by the Cities containing rules and guidelines, the Contractor must have in place and

submit to the Cities a comprehensive employee manual, which shall address:

- Employee wages and benefits
- Substance abuse policies
- Performance evaluation processes
- Disciplinary actions for non-conformance with policies and regulations – (the resulting contract will require the Cities' disciplinary actions taking precedence in instances where required action is more strict than the Contractor's)
- Other company policies

**H. Promotions**

Marketing promotions are an important element for increasing patronage. Failure of Contractor to participate in marketing promotions will constitute non-performance. (Measure: Lack of cooperation or drivers lack of involvement in or resistance to, promoting a marketing campaign.)

**I. Payment of Taxi Rides**

The Contractor is responsible for payment of taxi rides under the "Guidelines for Taxi Ride Authorization Fargo-Moorhead MATBUS" which is included in Appendix 14.

**3.12 EQUIPMENT**

**A. Vehicle Descriptions**

Transit vehicles to be used for this contract are listed in the City-Owned Vehicles Inventory, Appendix 10, and include the fareboxes, radios, security cameras, Auto Voice Announcement, and Auto Vehicle Location, etc. The City of Fargo provides all vehicle maintenance and facilities necessary to the performance of the project, including all parts, mechanic labor, equipment, service and cleaning, labor, maintenance supplies and supervision. The Cities will supply all consumables necessary to the performance of the project, including diesel fuel, gasoline, motor oil and other lubricants, anti-freeze, solvents, and cleaning. The buses are housed inside a climate-controlled area. There is a dispatch area and locker room in which drivers may check in and out of, if so desired by the Contractor.

**B. Radios**

All City-owned vehicles are equipped with two-way radios. City-owned radio base stations are provided by the Cities for use at the GTC. Any air-time charges for the two-way radios will be paid by the applicable city. Handheld two-way radios may also be provided for the Contractor's use in communicating with drivers.

**C. Vehicle and Equipment Usage**

Vehicles and equipment provided by the Cities for the Contractor's use in fulfilling this contract are to be used solely for the provision of this service. Personal usage and/or use for any other purpose are prohibited. Contractor's vehicles may be utilized for any purpose not interfering with Fargo or Moorhead transit service.

**D. Security Cameras/DriveCam**

MobileView video cameras are provided by the Cities in transit vehicles. The Cities also provide docking stations for the Contractor's management team to view digital video recordings (DVR's). DVR's may be requested by the Contractor for use in monitoring/reviewing operator performance or investigating complaints, incidents and accidents.

All of the Moorhead vehicles, and a number of the Fargo and Paratransit vehicles contain the MobileView 3000 WiFi system, and Contractor's management staff can, through software, request the download of video for monitoring/reviewing operator performance or investigating complaints, incidents and accidents.

The Contractor agrees to install and maintain DriveCam technologies on-board the fixed route and Paratransit fleets. This system belongs to the Contractor.

**3.13 RECORD KEEPING & REPORTING**

The City of Fargo, City of Moorhead, North Dakota and Minnesota Departments of Transportation, and Federal Transit Administration or their designee(s) may perform audits at any time of the books, records and accounts of the Contractor. Contractor agrees to preserve, and to cause any subcontractor to preserve and make available for a period of six years after the completion of a contract, any and all financial, operations, and administrative records pertaining to this contract.

The Contractor shall provide any and all reports required by the Cities. City-required reports include but are not limited to those listed in this Subsection. A sampling of these reports is included in Appendix 11.

- A. Accounting/Record keeping**  
Accounting procedures utilized by the Contractor relative to said transit system shall be consistent with FTA National Transit Database requirements and regulations of the States of North Dakota and Minnesota Departments of Transportation.
- B. Ridership Reports**  
The Contractor shall submit to the City required ridership reports for all services, routes, or special arrangements in a manner approved by and on forms supplied by the City. These reports include, but are not limited to, the Daily Report forms and Trip Sample sheets, which are necessary for FTA National Transit Database reporting requirements. The Contractor is responsible for the drivers being aware of, and following the reporting methods prescribed by the City. The City has electronic registering fareboxes for use on all fixed route vehicles. The drivers must perform applicable farebox procedures as required by the manufacturer or Cities for these fareboxes.
- C. Vehicle Crash Reports and Incident Reports**  
The Contractor shall notify the Cities **immediately** of any vehicle crash involving a Fargo or Moorhead MATBUS vehicle or any incident which may potentially result in injury to a passenger, driver or others. The Contractor will provide further clarification or details to the Cities in writing within twenty-four (24) hours of the specifics of all vehicle crashes using the forms provided by the Cities. Vehicle Crash Report Procedures are included in Appendix 20.
- D. Complaint Resolution**  
Upon receipt of any complaints from passengers, citizens, or transit personnel, the Contractor or City staff shall enter the complaint into the ManageMAT intranet system within one business day. A sample of the complaint form is included as Appendix 18. The ManageMAT intranet system will email specified staff a copy of the complaint, allows staff to request download of video, and also emails out the final complaint resolution to staff.

The Contractor shall investigate, and respond **in writing** through ManageMAT, all complaints involving drivers and/or Fixed Route dispatchers. Investigation shall include meeting with any employee accused of not following appropriate traffic regulations and Cities rules and policies, and watching relevant video. The final resolution to the complaint must be given to the Cities within ten business days of the complaint. The Project/General Manager or designated supervisory employee will be required to answer to citizens or passengers regarding complaints.



**E. Meetings**

The Cities hold staff meetings weekly for purposes of discussing problems and solutions and maintaining open and frequent communications with the contractor. Occasionally additional meetings may be required, especially at the beginning of the contract. Unless otherwise notified, Contractor's Project/General Manager or other employee with decision making authority will be required to attend all meetings.

**3.14 INTENTIONALLY LEFT BLANK**

**3.15 DRUG AND ALCOHOL TESTING PROGRAM**

The Contractor is responsible for compliance with all approved or pending Federal Transit Administration regulations with regard to drug and alcohol testing – 49 CFR Parts 40 and 655. The Contractor shall submit with the proposal any current drug/alcohol testing programs in place. Contract shall also submit a list of proposed test sites, Medical Review Officer, and Substance Abuse Professionals with the proposal (refer to Appendix 1, Section 3) and annually thereafter along with the federally-required annual MIS report.

**3.16 CONTRACT TERM**

The term of any agreement arising from this RFP shall be for the three-year period January 1, 2016, through December 31, 2018. The base contract may be renewed for one additional two-year period at a rate mutually agreed upon between the Cities of Fargo and Moorhead, and the Contractor. The negotiated rate for each of the additional two-years in the contract extension period cannot exceed increases demonstrated by the Consumer Price Index (CPI) for All Urban Consumers for Midwest Region Size Class B/C Services” for the percent change for the previous twelve months. If the CPI is less than zero, the minimum wages shall be the previous year's wages.

**3.17 TRANSFER VEHICLES**

The Cities will provide four (4) transfer vehicles at shift change to transport Fargo and Moorhead drivers to their respective routes. The vehicles are owned by Fargo and Moorhead, leased to and insured by Fargo. A fifth van can be reserved for use by Contractor's and Cities' management staff, as available. The contractor may not utilize City buses for this purpose. Any transfers necessary beyond that will be the sole responsibility of the Contractor. The transfer vehicles are not to be utilized in any other manner - i.e. personal use (see Non-Performance Penalties). Should the transfer vehicles be unavailable for mechanical reasons, an alternative vehicle will be arranged through, and provided by, the City of Fargo technicians (mechanics).

**3.18 COMPENSATION**

The Cities will reimburse the Contractor for services provided under contract based upon the agreed upon hourly rate per bus revenue hour for fixed route, a monthly fee for dispatching, an agreed upon rate per revenue hour for Paratransit, and a monthly fee for management. Bus revenue hours shall mean

the hour's service is available to passengers as set forth in the schedules included in Appendix 7. In all cases, bus revenue hours exclude the time in which the buses travel to/from the storage facility to the beginning/ending point of the fixed route service and exclude time traveled to the first pick-up and from the last drop-off for Paratransit service.

All payments made to the Contractor shall be made subsequent to the end of each month service is actually rendered and in accordance with Cities billing procedures. Payment in full shall be made within thirty (30) days upon submission by the Contractor to the Cities of an itemized per day accounting of revenue hours by service type for the reporting period.

The price per revenue hour for special bus arrangements requested by the City beyond regularly scheduled hours of operation, including emergencies such as floods, tornados, etc. will be \$32.40 This rate will be all inclusive. The Special Rate will be all inclusive except for travel and lodging cost to bring in additional buses and personnel from other cities when necessary - such expenses would be negotiated based on event. The Special Rate specifically excludes the Project/General Manager or Management Team members driving for route timings, bus stop locations, route detour assistance, and other necessary operational functions, including promotional/marketing functions. With respect to marketing/promotional functions, Cities will pay the Special Rate, but has the exclusive right to choose whether a manager, supervisor, or driver will complete the service. Cities shall coordinate with Contractor with respect to selection of Contractor employee.

All billings submitted will be separated by the City of Fargo and the City of Moorhead in the prescribed format in Appendix 11. In addition, only the City of Fargo will be billed for all Paratransit services.

### **3.19 COMPLIANCE**

#### **A. Penalties for Non-compliance**

Service requirements outlined in this section will be closely monitored and enforced by the Cities. All penalties will be assessed in writing to the Contractor within fifteen (15) working days of awareness of the violation. The written notice will include recommendations and specific time constraints for the Contractor to remedy the situation.

1. **Qualified Drivers/Sufficient Personnel:** The Cities will not pay for any hours of service provided by personnel who do not meet the minimum qualifications for drivers and/or dispatchers outlined in the MATBUS Employee Handbook.

The Contractor is required to provide sufficient personnel to meet the required service hours.

2. **Schedule Adherence and Missed Trips:** Fixed Route buses shall not leave any time point prior to their scheduled departure time. At no time is the contracted operator to exceed posted speed limits in order to meet on-time performance. To allow for buses to reestablish timeliness during a trip, at least one layover point has been established at the mid-point of each route trip (see Appendix 7). The Cities want to ensure passengers are able to successfully transfer from one bus route to another bus/route at transfer hubs.

A missed trip is defined as “a trip missed due to driver error or deliberate delay by a driver”. Missed trips are documented in ManageMAT. For every scheduled trip of a bus route that is a “missed trip”, the Cities will deduct \$250 per trip from the payment to the Contractor for that month.

Exceptions to a “missed trip” are: delays due to mechanical problems, inclement weather, construction, trains, loading persons with mobility devices, incidents, or accidents.

The Cities will not pay for service which has been cancelled due to inclement weather - this includes driver's wages.

3. **Traffic Violations:** Drivers who ignore safety and choose to violate traffic rules (speed, run a red light, pass in a no-passing zone, etc.) will not be tolerated. A fine of \$500.00 will be assessed to the Contractor for each citation or infraction a driver receives while driving a City vehicle. Drivers are financially liable for each citation or infraction they receive.

4. **Vehicle Crash/Vehicle Incident/Incident Resulting in Injury or Potential Injury to Passenger/Driver/Others:** In the event of a transit vehicle crash, the Contractor's representative shall immediately contact the Cities' representative (mechanic or supervisor from the garage) to discuss the circumstances of the crash and the vehicle condition in order to determine drivability. If determined not to be drivable, the Garage will bring a replacement vehicle to the scene.

In the event of a vehicle crash that will interrupt service for more than one run, the Contractor is required to immediately put a replacement driver on the effected route, dependent upon vehicle availability.

In the event of an incident where there are potential injuries to a passenger, driver or others, the Contractor shall immediately notify the Cities and enter the incident into ManageMAT.

In the event of a vehicle crash where a driver is involved in a chargeable/preventable collision or an incident with injuries or potential injuries that were caused by the actions of the driver, a Vehicle Crash/Incident Review Committee consisting of City representatives (Fargo Transit Administrator, Fargo Fleet Services Manager and Moorhead Transit Manager or their designees), the Contractor's Project/General Manager, and one other Contractor Management Team Member, will determine if said vehicle crash or incident is deemed chargeable/preventable.

A chargeable/preventable crash is defined as: "A motor vehicle accident in which a driver fails to do everything reasonably possible to prevent the accident from occurring." Factors taken into consideration when determining preventability are: (1) the type of collision, (2) the degree of injury and/or how many injuries, (3) the degree of damages, (4) the pre-accident actions of the parties involved, and (5) incidents reviewed on video cameras. The contractor will adhere to the decisions(s) determined by the committee.

The penalty fee for all (including the first crash or incident by a driver) chargeable/preventable crashes and/or incidents ranges from a minimum of \$500 to a maximum of \$5,000. Penalties imposed will be based on the severity of the crash/incident and will be determined by the Vehicle Crash/Incident Review Committee. The fee is to be credited on the respective City's invoice based on the service (Paratransit or Fixed Route). In the event of a vehicle crash where a driver is involved in a chargeable/preventable collision or an incident with injuries or potential injuries that were caused by the actions of the driver, a Vehicle Crash/Incident Review Committee consisting of Cities' representatives, the Contractor's Project/General Manager, and one other Contractor Management Team Member will determine if said vehicle crash or incident is deemed chargeable/preventable. If the committee determines that the chargeable/preventable crash or incident, as defined below, is a repeated occurrence, the committee may also establish and declare that a penalty should be paid by the Contractor for the repeated occurrence.

A chargeable/preventable crash is defined as: "A motor vehicle accident in which a driver fails to do everything reasonably possible to prevent the accident from occurring." Factors taken into consideration when determining preventability are: (1) the type of collision, (2) the degree of injury and/or how many injuries, (3) the degree of damages, (4) the pre-accident actions of the parties involved, and (5) incidents reviewed on video cameras. The contractor will adhere to the decisions(s) determined by the committee.

A chargeable/preventable incident with injuries is defined as: “An occurrence other than a chargeable/preventable collision where a passenger, the driver or another individual is injured or where the property of the passenger or another individual is damaged in which a driver fails to do everything reasonably possible to prevent the incident from occurring.” Factors taken into consideration when determining preventability are: (1) the type of incident, (2) the degree of injury and/or how many injuries, (3) the degree of damages, (4) the pre-accident actions of the parties involved, and (5) incidents reviewed on video cameras.

In the event the Vehicle Crash/Incident Review Committee determines that the occurrence is a second, third or greater chargeable/preventable crash or incident, caused by the action(s) of the same driver, that has occurred during the term of the contract or during the prior three (3) year period, whichever period is shorter, then the committee may determine that the Contractor should pay a higher penalty for the occurrence. The committee, in its sole discretion, shall determine the penalty payable for such occurrence, provided, however, that the penalty shall be a minimum of \$500 and a maximum of \$5,000. The committee, in establishing the penalty payable for such occurrence, may consider the extent of damage occurring, the extent to which the occurrence could have readily been prevented, the exposure to the City of liability caused by such occurrence, the harm to the reputation of the City and its transit system. The penalty fee paid by the Contractor will be allocated between the Cities on a pro-rated basis, using the number of crashes/incidents occurring in each city’s jurisdictions compared to all the crashes/incidents occurring over the relevant period of time.

**Vehicle Crash/Incident Review Committee:**

The Vehicle Crash/Incident Review Committee will meet monthly.

The Vehicle Crash/Incident Review Committee will by majority vote agree on whether the accident is insignificant, preventable or unpreventable.

Insignificant accidents will be determined by the committee. However, the following guidelines apply:

- Damage is limited to a scratch or scuff to wheel flares
- Damage is limited to a scratch or scuff to tires
- Damage limited to a scratch or scuff to bumper
- Damage is limited to a tap, scratch or scuff to the mirror, including the mirror folding in, with no damage to the mirror

- Damage is limited to yellow paint transfer from rubbing against a stanchion or bollard at the GTC or MTG.
- There was no damage to other property,

The Vehicle Crash/Incident Review Committee can table the review on a specific accident to the next scheduled monthly meeting if sufficient information is not yet available, such as a repair estimate or police report.

The 15-day notification period for assessing a penalty will not apply to this section. Rather, the accident will be reviewed at the monthly Vehicle Crash/Incident Review Committee when all information needed to make a decision is available. Following the review and decision by the committee, the Project/General Manager will provide the Cities a credit on their monthly billing for any penalties imposed by the Committee.

All preventable accident will be charged a penalty minimum of \$500 and maximum of \$5,000. The majority decision of the Committee will be used to determine approval of the penalty. The contractor will adhere to the decisions(s) determined by the committee. There will be no fine assessed for an accident determined by the Committee to be insignificant.

A form shall be completed for each accident outlining the review meeting and results for each accident/incident.

Regarding charging of fines, if more than one fine is applicable to the accident, such as a missed trip, a citation and a preventable accident, only the accident fine will be assessed.

At the beginning of the calendar year and quarterly thereafter, each bus will be reviewed for damage, and a diagram completed to show existing damage. Said diagram will be laminated and inserted into the Driver Vehicle Inspection Report (DVIR) for the specific vehicle. If damage has been repaired, a new sheet will be needed. Drivers only need to mark new damage on the DVIR, and can ignore the existing damage marked on the laminated diagram when completing their pre-trip and post-trip inspections and paperwork.

5. **Uniforms:** In the event a driver or dispatcher is in non-compliance with set uniform dress code, there is a penalty of twenty five dollars (\$25) per infraction.
6. **Documentation:** In the event the Contractor fails to provide the Cities with requested documentation as per contract will constitute non-performance and there is a penalty of one hundred dollars

(\$100) per infraction. This includes documentation on road supervision and spot checks to monitor driver performance – detailed documentation must be maintained and submitted to the Cities.

7. **Marketing:** Marketing promotions are an important element for increasing patronage. Failure of Contractor to participate in marketing promotions will constitute non-performance and there is a penalty of twenty-five dollars (\$25) per infraction. (Measure: Lack of cooperation, or drivers' lack of involvement in or resistance to, promoting marketing campaigns and/or surveys.)
8. **Use of City Owned Equipment/Vehicles:** City owned equipment, including vehicles, is strictly for City business. In the event a Contractor's employee uses a City owned vehicle for **any** personal use, including taking the vehicle to their personal residence, there is a penalty of five hundred dollars (\$500) per infraction.
9. **Public Address System:** Use of the Public Address System along fixed routes is required under federal law, specifically The Americans with Disabilities Act. In the RouteMatch Auto Voice Announcement system is not operating, the driver must make manual announcements for compliance with the ADA. For every infraction by a driver, where the Public Address System is not being utilized for major point announcements (as specified in the MATBUS Employee Handbook – Appendix 12), there is a penalty of one hundred dollars (\$100).

### 3.20 OTHER PROVISIONS IN CONTRACTOR'S PROPOSAL

#### A. DriveCam

In addition to all of the existing MATBUS vehicles, the Contractor shall purchase and install DriveCam systems in all of the newly purchased vehicles and future vehicles throughout the life of this contract.

#### B. Mobileye - Collision/Pedestrian Avoidance System

Contractor will provide the Mobileye system for installation in one Fargo bus and one Moorhead bus as a demonstration project. Subsequent to the demonstration project, should the Cities determine they want to purchase the Mobileye system for some or all buses, Contractor will assist in adding this project to the bus fleet at approximately \$1,000 per bus one-time cost.

#### C. Info-Suite Technology

Contractor shall implement their Info-Suite technology product in coordination with the Cities IS Department to enhance reporting through the Cities RouteMatch scheduling software. As part of that product, the

Contractor agrees to pay costs to host Info-Notification, a tool designed to reduce cancellations and passenger no-shows in Paratransit. The cost per notification will be paid by the City of Fargo through their Paratransit service.

**D. Transit App**

Contractor shall implement a new technology called Transit App to check schedules and stops for nearby bus, as well as Uber availability, bike share and Car2go, providing rear-time transit directions, notifications and route planning.

**E. Employee Incentive Program**

Contractor shall provide employees with incentive for safety, quality service, and performance as contained within their proposal. As noted in Appendix 15, Contractor will implement a Hiring Retention Bonus to encourage new employees to stay with the company as well as a safety bonus. Incentives will also include: Driver of the Month Program, Monthly Safe Driving Bonus, Customer Service Bonus.

**F. Transit Ambassador Program**

Contractor will implement the Transit Ambassador train-the-trainer 4 Core Modules Certification Program.

**G. Benefit Details: Medical, Dental, Vision**

Contractor shall provide medical, dental and vision benefits as contained in their proposal.



## APPENDICES

Appendix 1	Left Intentionally Blank
Appendix 2	Buy America Certification
Appendix 3	Debarment and Suspension Certification
Appendix 4	Lobbying Certification
Appendix 5	Drug-Free Workplace Certification
Appendix 6	MAT Paratransit Operating Guidelines
Appendix 7	Left Intentionally Blank
Appendix 8	Left Intentionally Blank
Appendix 9	City-Owned Equipment Inventory by Facility
Appendix 10	City-Owned Vehicles Inventory
Appendix 11	Sample Reports, Forms and Invoices
Appendix 12	MATBUS Employee Handbook
Appendix 13	Revenue Hours
Appendix 14	Guidelines for Taxi Ride Authorization Fargo-Moorhead MATBUS
Appendix 15	Minimum Wages and Benefits (as negotiated)
Appendix 16	13(c) Labor Agreements
Appendix 17	Left Intentionally Blank
Appendix 18	Complaint Form
Appendix 19	Fare Collection Policies
Appendix 20	Vehicle Crash Report Forms

**APPENDIX 7**

**ROUTE SCHEDULES AND INFORMATION  
FIXED ROUTE REVENUE HOURS**

The current MATBUS Fixed Route maps and timetables, and general information are available online at [www.matbus.com](http://www.matbus.com).



Daily Revenue Hours - Fargo

	Route 11	Route 13AB	Route 13U	Route 14	Route 15	Route 16	Route 17	Route 18	Route 21	Route 22	Route 24	LinkFM	Total
Weekday	15.00	29.00	0.00	44.94	57.50	13.52	8.50	23.55	7.50	7.50	16.75	12.00	235.76
Saturday	14.00	28.00	0.00	41.94	32.00	12.52	8.00	22.50	7.60	7.00	16.75	7.00	195.71
<b>Total</b>													

Monthly Revenue Hours - Fargo

	MATBUS Route 11	MATBUS Route 13AB	MATBUS Route 13U	MATBUS Route 14	MATBUS Route 15	MATBUS Route 16	MATBUS Route 17	MATBUS Route 18	MATBUS Route 21	MATBUS Route 22	MATBUS Route 24	LinkFM	Total
January 2018 - Weekdays	330.00	638.00	0.00	988.68	1265.00	297.44	187.00	518.10	165.00	165.00	368.50	264.00	5186.72
January 2018 - Saturdays	56.00	112.00	0.00	167.76	128.00	50.08	32.00	90.00	28.00	28.00	63.00	28.00	782.84
February 2018 - Weekdays	300.00	580.00	0.00	898.80	1150.00	270.40	170.00	471.00	150.00	150.00	335.00	240.00	4715.20
February 2018 - Saturdays	56.00	112.00	0.00	167.76	128.00	50.08	32.00	90.00	28.00	28.00	63.00	28.00	782.84
March 2018 - Weekdays	330.00	638.00	0.00	988.68	1265.00	297.44	187.00	518.10	165.00	165.00	368.50	264.00	5186.72
March 2018 - Saturdays	70.00	140.00	0.00	209.70	160.00	62.60	40.00	112.50	35.00	35.00	78.75	35.00	978.55
April 2018 - Weekdays	315.00	609.00	0.00	943.74	1207.50	283.92	178.50	494.55	157.50	157.50	351.75	252.00	4950.96
April 2018 - Saturdays	56.00	112.00	0.00	167.76	128.00	50.08	32.00	90.00	28.00	28.00	63.00	28.00	782.84
May 2018 - Weekdays	330.00	638.00	0.00	988.68	1265.00	297.44	187.00	518.10	165.00	165.00	368.50	264.00	5186.72
May 2018 - Saturdays	56.00	112.00	0.00	167.76	128.00	50.08	32.00	90.00	28.00	28.00	63.00	28.00	782.84
June 2018 - Weekdays	315.00	609.00	0.00	943.74	1207.50	283.92	178.50	494.55	157.50	157.50	351.75	252.00	4950.96
June 2018 - Saturdays	70.00	140.00	0.00	209.70	160.00	62.60	40.00	112.50	35.00	35.00	78.75	35.00	978.55
July 2018 - Weekdays	315.00	609.00	0.00	943.74	1207.50	283.92	178.50	494.55	157.50	157.50	351.75	252.00	4950.96
July 2018 - Saturdays	56.00	112.00	0.00	167.76	128.00	50.08	32.00	90.00	28.00	28.00	63.00	28.00	782.84
August 2018 - Weekdays	345.00	667.00	0.00	1033.62	1322.50	310.96	195.50	541.65	172.50	172.50	385.25	276.00	5422.48
August 2018 - Saturdays	56.00	112.00	0.00	167.76	128.00	50.08	32.00	90.00	28.00	28.00	63.00	28.00	782.84
September 2018 - Weekdays	285.00	551.00	0.00	853.86	1092.50	256.88	161.50	447.45	142.50	142.50	318.25	228.00	4479.44
September 2018 - Saturdays	70.00	140.00	0.00	209.70	160.00	62.60	40.00	112.50	35.00	35.00	78.75	35.00	978.55
October 2018 - Weekdays	345.00	667.00	0.00	1033.62	1322.50	310.96	195.50	541.65	172.50	172.50	385.25	276.00	5422.48
October 2018 - Saturdays	56.00	112.00	0.00	167.76	128.00	50.08	32.00	90.00	28.00	28.00	63.00	28.00	782.84
November 2018 - Weekdays	315.00	609.00	0.00	943.74	1207.50	283.92	178.50	494.55	157.50	157.50	351.75	252.00	4950.96
November 2018 - Saturdays	56.00	112.00	0.00	167.76	128.00	50.08	32.00	90.00	28.00	28.00	63.00	28.00	782.84
December 2018 - Weekdays	300.00	580.00	0.00	898.80	1150.00	270.40	170.00	471.00	150.00	150.00	335.00	240.00	4715.20
December 2018 - Saturdays	70.00	140.00	0.00	209.70	160.00	62.60	40.00	112.50	35.00	35.00	78.75	35.00	978.55
<b>Total</b>	4553.00	8851.00	0.00	13640.58	16326.50	4098.64	2583.50	7175.25	2276.50	2276.50	5090.25	3424.00	70295.72

	Route 11	Route 13AB	Route 13U	Route 14	Route 15	Route 16	Route 17	Route 18	Route 21	Route 22	Route 24 (Sa)	LinkFM	Total
Weekday	3825.00	7395.00	0.00	11459.70	14662.50	3447.60	2167.50	6005.25	1912.50	1912.50	4271.25	3060.00	60118.80
Saturday	728.00	1456.00	0.00	2180.88	1664.00	651.04	416.00	1170.00	364.00	364.00	819.00	364.00	10176.92
<b>Total</b>	4553.00	8851.00	0.00	13640.58	16326.50	4098.64	2583.50	7175.25	2276.50	2276.50	5090.25	3424.00	70295.72



**PROJECTED HOURS  
F-M METRO AREA TRANSIT  
January 2016 - December 2018**

**REVENUE HOURS  
Revised 7.1.17 for Year 3 (2018)**

<b>MOORHEAD</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
Fixed Route	29,012.08	28,929.17	28,930.14	<b>86,871.39</b>
New Service Expansion			6,723.56	<b>6,723.56</b>
<b>TOTAL MOORHEAD</b>	<b>29,012.08</b>	<b>28,929.17</b>	<b>35,653.70</b>	<b>93,594.95</b>

<b>FARGO</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
Paratransit (Mon-Sat)	26,848.50	26,848.50	26,848.50	<b>80,545.50</b>
Paratransit (Sun)-Fargo	988.00	988.00	988.00	<b>2,964.00</b>
Paratransit (Sun)-Moorhead			494.00	<b>494.00</b>
<b>SUBTOTAL (Para)</b>	<b>27,836.50</b>	<b>27,836.50</b>	<b>28,330.50</b>	<b>84,003.50</b>
Fixed Route	80,198.65	85,021.74	85,186.93	<b>250,407.32</b>
Expansion Hours			-1,573.19	<b>-1,573.19</b>
<b>SUBTOTAL (Fixed Route)</b>	<b>80,198.65</b>	<b>85,021.74</b>	<b>83,613.74</b>	<b>246,834.13</b>
<b>TOTAL FARGO</b>	<b>108,035.15</b>	<b>112,858.24</b>	<b>111,944.24</b>	<b>332,837.63</b>

<b>F-M REVENUE HOURS</b>	<b>137,047.23</b>	<b>141,787.41</b>	<b>147,597.94</b>	<b>426,432.58</b>
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**GTC DISPATCH HOURS**

<b>GTC</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
Dispatch Hours	9,519.00	9,489.75	9,489.75	<b>28,498.50</b>

**ALL HOURS**

<b>ALL HOURS</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
Revenue Hours	137,047.23	141,787.41	147,597.94	<b>426,432.58</b>
Dispatch Hours	9,519.00	9,489.75	9,489.75	<b>28,498.50</b>
<b>F-M TOTAL HOURS</b>	<b>146,566.23</b>	<b>151,277.16</b>	<b>157,087.69</b>	<b>454,931.08</b>

**MANAGEMENT COST DISTRIBUTION  
BY SERVICE TYPE AS % OF TOTAL HOURS**

Fargo Fixed Route	54.72%	56.20%	53.23%	54.70%
Mhd Fixed Route	19.79%	19.12%	18.42%	19.10%
Mhd New Service Expansion			4.28%	1.48%
Paratransit	18.99%	18.40%	18.03%	18.47%
GTC Dispatcher	6.49%	6.27%	6.04%	6.26%
<b>TOTAL</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-B0 Type: Contract Amendment #1
Location: 10th St N, 4th - 12th Ave N Date of Hearing: 12/11/2017

Routing Date
City Commission 12/18/2017
PWPEC File X
Project File Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to a Contract Amendment submitted by Ulteig in the amount of \$10,337, bringing the total contract amount to \$32,537. The additional costs covered in this request are due to additional work that was outside of the original scope of work.

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Contract Amendment #1.

RECOMMENDED MOTION

Approve Contract Amendment #1 to Ulteig in the amount of \$10,337.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Developer meets City policy for payment of delinquent specials Yes No
Agreement for payment of specials required of developer N/A
Letter of Credit required (per policy approved 5-28-13) N/A

COMMITTEE

Table with 4 columns: Present, Yes, No, Unanimous. Rows list committee members: Tim Mahoney, Mayor; Jim Gilmour, Director of Planning; Steve Dirksen, Fire Chief; Mark Bittner, Director of Engineering; Bruce Grubb, City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; City Engineer; Kent Costin, Finance Director. Includes a signature for Brenda Derrig.

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

December 5, 2017

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE *JMG*  
Division Engineer - Transportation

Subject: Amendment #1 to Professional Services Agreement with Ulteig for Sanitary Sewer and Water Main Design Services for Street Reconstruction Project Improvement District No. BR-18-B0  
10<sup>th</sup> Street N – 4<sup>th</sup> Avenue N to 12<sup>th</sup> Avenue N

I have attached Amendment #1 to the Professional Services Agreement from Brian King with Ulteig Engineers that covers their additional services for work associated with this project.

This proposed amendment is necessary to address the contract with Ulteig that was outside of the original scope of work. The items are as follows:

- o Additional Topographic Survey
- o Additional 24" Water Main Design
- o Additional Water Main design at intersections where 8" local main connected to the 24" trunk line.

I have attached the Amendment No. 1 agreement with scope of services and fee estimate for your review.

The contract to date with Ulteig is \$22,200, with this amendment in the amount of \$10,337, the contract will become \$32,537.

This project is slated to be bid this winter with construction to begin in the April timeframe.

**Recommended Motion**

Approval of Amendment #1 with Ulteig Engineers in the amount of \$10,337.

Attachment





We listen. We solve.™

November 20, 2017

Tom Knakmuhs  
City of Fargo Engineering Services  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

Subject: 10<sup>th</sup> Street N Additional Services, BR-18-B0

Dear Mr. Knakmuhs,

Attached you will find Additional Work Order #1 along with the hourly breakdown for 3 separate components of the utility design that was not included in the original scope of services. Below are the descriptions of the additional services:

1. Topographic Survey
  - a. The survey provided by the NDDOT did not include water service locations. Upon review, the water services were required to be located in order to accurately display the information for the design.
2. 24" Watermain Design
  - a. It was decided that the 24" watermain would be redesigned from 10<sup>th</sup> Avenue North to 12<sup>th</sup> Avenue North as the design of the project proceeded.
3. Additional Watermain "Jumpers" as recommended by AE2S
  - a. As the design proceeded, AE2S recommended additional connections to the 24" watermain at 6 intersection to improve the water distribution and supply system.

Please review the attached Additional Work Order, and Hourly Breakdown and provide any comments you may have. In addition, if you would like to meet to further discuss please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "B-King".

Brian King, PE



## Additional Services Agreement

Initiation Date: 11/20/17	Change Order No.: CO-001
Submitted by: Brian King	Customer: City of Fargo
Initiated by: Brian King	Contract No.: BR-18-B0
Initiating Group: Civil Engineering	Job No.: R17.00341

Change Type:     Design Change     Extra Work Change

Schedule Impact:  No     Yes (explain below)

Comments: See the hourly breakdown attached


**Cost:**

Original Contract Sum	\$22,200	Change Order Price	\$10,337
Previous Authorized Changes	N/A	New Contract Sum	\$32,537
<input type="checkbox"/> Firm Price <input type="checkbox"/> T&M <input checked="" type="checkbox"/> T&M Not to Exceed <input type="checkbox"/> Other			

Scope: Civil Site Design

**Description of Work:**

1. **Additional Topographic Survey - \$4,131**  
The Additional survey was required because the NDDOT did not locate water services
2. **Additional 24" Watermain Design - \$4,006**  
The additional design of the 24" watermain was determined in July, after the original scope was approved. This fee includes the redesign of the 8" watermain along with the additional design of the 24" watermain
3. **Additional watermain design in the intersections provided by AE2S - \$2,200**  
In August AE2S provided additional connections to the 24" watermain. This included additions in 6 intersections and includes the time required to complete the plan and profile labeling and cross sections. The average time per intersection is 2hrs.

Customer: <u>City of Fargo</u>  Address: <u>304 10<sup>th</sup> St North</u> <u>Fargo, ND 58102</u>	Ulteig Engineers, Inc.  3350 38 <sup>th</sup> Ave S. Fargo, ND 58104
By: <u>Brenda E. Derrig</u> Name <u>B E D</u> Signature	By: <u>Kris Carlson, P.E.</u> Name  Signature
Date: <u>12-11-17</u>	Date: <u>12/6/2017</u>

**OFFICE USE ONLY**

Adjustment to Vision Phase (#)	Revised Vision Budget (\$)
Adjustment to Vision Phase (#)	Revised Vision Budget (\$)
Adjustment to Vision Phase (#)	Revised Vision Budget (\$)



## Change Order Hourly Breakdown

### 1. Additonal Topographic Survey

#### *Field Survey*

Lead Survey Tech	13.5	\$ 93.00	\$1,255.50
Supplies			516
		Subtotal	\$1,771.50

#### *Office Adjustments*

Sr Engineer	3	\$ 163.00	\$ 489.00
Sr Eng Tech	14.5	\$ 129.00	\$ 1,870.50
		Subtotal	\$ 2,359.50

**Total \$ 4,131.00**

### 2. Additonal 24" Watermain Design

#### *Remove/Redesign 8"*

Sr Eng Tech	2	\$ 129.00	\$ 258.00
-------------	---	-----------	-----------

#### *Design 24" Watermain*

Sr Engineer	4	\$ 163.00	\$ 652.00
Sr Eng Tech	24	\$ 129.00	\$ 3,096.00
		Subtotal	\$ 3,748.00

**Total \$ 4,006.00**

### 3. Intersection "Jumpers" Provided by AE2S

*Intersections 6th Ave North through 11th Avenue North (average 2 hrs/intersection)*

Sr Engineer	4	\$ 163.00	\$ 652.00
Sr Eng Tech	12	\$ 129.00	\$ 1,548.00

**Total \$ 2,200.00**

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-16-F1 Type: Change Order #2
Location: 12th Ave N, I-29 to 45th St Date of Hearing: 12/11/2017

Routing Date
City Commission 12/18/2017
PWPEC File X
Project File Jeremy Engquist

The Committee reviewed the accompanying correspondence from Project Manager, Jeremy Engquist, for Change Order #2 in the amount of \$49,177.02, bringing the total contract amount to \$497,431.32.

Staff is recommending approval of Change Order #2.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #2.

RECOMMENDED MOTION

Approve Change Order#2 in the amount of \$49,177.02 to LM Armstrong/Bridgford Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Rehab, Sales Tax & Special Assessments

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
Letter of Credit required (per policy approved 5-28-13)

Yes No
N/A
N/A
N/A

COMMITTEE

- Tim Mahoney, Mayor
Jim Gilmour, Director of Planning
Steve Dirksen, Fire Chief
Mark Bittner, Director of Engineering
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
City Engineer
Kent Costin, Finance Director

Table with 4 columns: Present, Yes, No, Unanimous. Rows for each committee member with checkboxes and a signature for Brenda Derrig.


ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson



# Memorandum

**To:** Members of PWPEC  
**From:** Jeremy Engquist, Project Manager   
**C:** Thomas Knakmuhs  
**Date:** November 30, 2017  
**Re:** Change Order #2 - Additional Concrete Pavement & Street Light Repairs  
Improvement District No. PR-16-F1 Concrete Pavement Rehabilitation & Incidentals  
(LM Armstrong Bridgeford Construction – Prime Contractor)

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Improvement District No. PR-16-F1 is for concrete pavement repairs and incidentals on the following streets and avenues:

- On 12th Avenue North from I-29 to 45th Street.
- On Aggregate Industries Drive North from 7th Avenue to 12th Avenue.
- On 40th Street North from 7th Avenue to 12th Avenue.
- On 38th Street North from 7th Avenue to 12th Avenue.

The attached change order in the amount of \$49,177.02 (11% increase to original contract amount), which increases the total contract amount to \$497,431.32, is for additional costs as follows:

1. **Additional Pavement Repairs for \$33,595.70** - During the design phase, staff identified areas where the existing concrete pavement needed repairs and added these areas to the plans to be completed with the project. However, it was difficult to accurately identify all the areas while under live traffic. Once the Contractor began work and the lane closures were in place, staff was able to better examine the condition of the existing concrete pavement and identified an additional amount of needed repairs. The majority of these additional repairs were from settled pavement areas over utility trenches. These areas were ponding large amounts of water during rains creating a hazard and nuisance to motorists.
2. **Street Light Repairs for \$15,581.32** - When the Contractor was removing some of the concrete pavement there were existing street light wires pulled up and damaged with the concrete. Upon further examination it was noticed that the street light wires were actually installed on top of the aggregate base directly below the pavement during the original installation. Some of the wires were even poured into the concrete. We feel the damage to the street wires were unavoidable therefore the Contractor is not at fault for the repairs. To repair the damaged wires, new conduit and wires had to be bored in place by Moorhead Electric along the north boulevard of 12<sup>th</sup> Ave North through the intersections of 39<sup>th</sup> Street and 40<sup>th</sup> Street.

**Recommended Motion:**

Approve Change Order #2, for Improvement District PR-16-F1, in the amount of \$49,177.02.

JJE/  
Attachments



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Improvement District No</b>	PR-16-F1	<b>Change Order No</b>	2
<b>Project Name</b>	Concrete Pavement Rehabilitation and Incidentals		
<b>Date Entered</b>	2/9/2017	<b>For</b>	LM Armstrong/Bridgeford Construction, LLC

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Change Order #2 - Additional Pymt & Street Lighting Repairs

1. Additional pavement repairs were completed than previously estimated.



2. Extra - StreetLights - existing street light wires were damaged during pavement removals. New wires were bored in place to a sufficient depth along 12th Ave N through the 39th St and 40th St intersections.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	1	Rem & Repl Curb & Gutter	LF	640.00	0.00	640.00	215.00	855.00	30.00	6,450.00
	3	Rem & Repl Pavement 8" Thick Reinf Conc	SY	914.00	0.00	914.00	-134.00	780.00	90.00	-12,060.00
	4	Rem & Repl Pavement 10" Thick Doweled Conc	SY	1,750.00	0.00	1,750.00	400.00	2,150.00	130.00	52,000.00
	14	F&I Grooved Plastic Film 4" Wide	LF	100.00	0.00	100.00	-100.00	0.00	9.30	-930.00
	15	F&I Grooved Plastic Film 8" Wide	LF	100.00	0.00	100.00	-100.00	0.00	20.00	-2,000.00
	16	F&I Grooved Plastic Film 16" Wide	LF	70.00	0.00	70.00	-70.00	0.00	43.01	-3,010.70
	17	F&I Grooved Plastic Film Message	SF	130.00	0.00	130.00	-130.00	0.00	52.72	-6,853.60
	24	Extra - StreetLights	LS	0.00	0.00	0.00	1.00	1.00	15,581.32	15,581.32
<b>Paving Sub Total (\$)</b>										49,177.02

**Summary**

<b>Source Of Funding</b>	Sales Tax Funds - Infrastructure - 420, Special Assessments, Street Rehabilitation Funds - 401
<b>Net Amount Change Order # 2 (\$)</b>	49,177.02
<b>Previous Change Orders (\$)</b>	0.00
<b>Original Contract Amount (\$)</b>	448,254.30
<b>Total Contract Amount (\$)</b>	497,431.32

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME		
Current Completion Date	Additional Days	New Completion Date
11/14/2016	0.00	11/14/2016
<b>Description</b>		
<b>APPROVED</b> 	<b>APPROVED DATE</b> 12-11-17	
For Contractor LM Armstrong/Bridgeford Construction, LLC	Department Head 	
Title Managing Member	Mayor	
	Attest	

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**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Improvement District No. PR-17-H1 Type: Change Order #3  
 Location: 10<sup>th</sup> St N, 36<sup>th</sup> Ave N, Royal Oaks Dr N, Date of Hearing: 12/11/2017  
 Univ Dr S to 25<sup>th</sup> St S btwn 21-32 Ave S

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/18/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Hoogland</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, for Change Order #3 in the amount of \$294,484.40, bringing the total contract amount to \$3,308,889.21.

Staff is recommending approval of Change Order #3.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #3.

RECOMMENDED MOTION

Approve Change Order#3 in the amount of \$294,484.40 to Border States Paving, Inc.

PROJECT FINANCING INFORMATION:

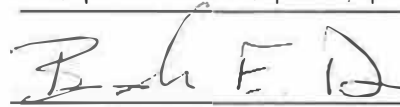
Recommended source of funding for project: Street Rehab, City Sidewalk & Special Assessments

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>        </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>        </u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>        </u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>    <input checked="" type="checkbox"/>    </u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jim Gilmour, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mark Bittner, Director of Engineering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 \_\_\_\_\_  
 Brenda E. Derrig, P.E.  
 Division Engineer

C: Kristi Olson





# Memorandum

**To:** Members of PWPEC  
**From:** Jason Hoogland, Project Manager  
**Date:** November 7, 2017  
**Re:** Improvement District #PR-17-H1 – Change Order # 3

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## Background:

Improvement District #PR-17-H1 is a Mill & Overlay of asphalt roads in the City. Section 2 of this project is an area from 21<sup>st</sup> Ave S to 32<sup>nd</sup> Ave. S between University Dr. to 25<sup>th</sup> St. S.

The attached Change Order # 3 includes additional quantities for bid items on the project. There was more curb that needed to be replaced in this section than anticipated when the project was bid. At the start of the project I realized that we were going to overrun the Remove & Replace curb bid item and went to Tom and April and made them aware of it. They agreed that it needed to be done to get a good product for the citizens. There was also more sidewalk that needed to be replaced to fix tripping hazards in this section.

Also in this change order are costs for repairing a storm sewer run that had separated and caused a hole to form in the roadway. We also fixed some depressions on streets that were holding water. These costs are also on this change order.

Items in Section 2 are paid 50% Special Assessed and 50% Street Rehabilitation Funds. Bid items in Sidewalk Section 1 are 100% Special Assessed. Bid Items in Sidewalk Section 2 are 100% City sidewalk funds.

Change Order #3 is for \$294,484.40 and with other change orders will bring the project total to \$3,308,889.21. The engineers estimate for this project was \$3.4 million. Bids came in at \$2,992,766.85. This project has a \$299,276 contingency fund.

## **Recommended Motion:**

Approve Change Order # 3 in the amount of \$294,484.40; \$155,082.02 to be special assessed, \$115,319.18 to be street rehabilitation funds and \$24,083.20 to be city sidewalk funds.

JMH  
Attachment

C: Tom Knakmuhs



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

Improvement District No	PR-17-H1	Change Order No	3
Project Name	Asphalt Mill & Overlay & Incidentals		
Date Entered	11/8/2017	For	Border States Paving Inc

This change is made under the terms of or is supplemental to your present contract , if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Repair Storm sewer, extra leveling, and change in quantities for bid items.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Section 2	29	Rem & Repl Curb & Gutter	LF	9,500.00	0.00	9,500.00	6,945.10	16,445.10	31.00	215,298.10
	70	Extra - Paving	LS	0.00	0.00	0.00	1.00	1.00	9,583.42	9,583.42
	71	Extra - Paving	LS	0.00	0.00	0.00	1.00	1.00	1,801.28	1,801.28
	72	Extra - Paving	LS	0.00	0.00	0.00	1.00	1.00	3,955.56	3,955.56
				<b>Section 2 Sub Total (\$)</b>						230,638.36
Sidewalk Section 1	55	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	6,126.00	0.00	6,126.00	700.05	6,826.05	56.80	39,762.84
					<b>Sidewalk Section 1 Sub Total (\$)</b>					
Sidewalk Section 2	59	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	745.00	0.00	745.00	424.00	1,169.00	56.80	24,083.20
					<b>Sidewalk Section 2 Sub Total (\$)</b>					

**Summary**

Source Of Funding	Sales Tax Funds - Infrastructure - 420, Special Assessments, Street Rehabilitation Funds - 401
Net Amount Change Order # 3 (\$)	294,484.40
Previous Change Orders (\$)	21,637.96
Original Contract Amount (\$)	2,982,766.85
Total Contract Amount (\$)	3,308,889.21

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME		Current Completion Date	Additional Days	New Completion Date
Description		10/16/2017	0.00	10/16/2017
APPROVED		11-27-17		12-11-17
For Contractor	<i>[Signature]</i>	Department Head		<i>[Signature]</i>
Title	PROJECT ENGINEER	Mayor		
		Attest		

**Jason Hoogland**

---

**From:** Jeff Woods <jwoods@borderstatespaving.com>  
**Sent:** Wednesday, October 18, 2017 10:56 AM  
**To:** Jason Hoogland  
**Cc:** Lee Krause  
**Subject:** PR-17-H1 Extras  
**Attachments:** invoices-10182017105418.pdf

Jason

Attached are the invoices for the Storm Sewer repair from Sherman' and Geyer in the amount of \$7907.65 & \$350.00

Our asphalt patching of the trench was \$500.00

Total:  $\$7907.65 + \$350 (110\%) = \$9083.42 + \$500 = \underline{\$9583.42}$

Gold Drive South & 18<sup>th</sup> St Patching (12 ton @ \$150/ ton) = \$1800

25<sup>th</sup> Ave South & 14<sup>th</sup> St Patching (52 ton @ \$75/ ton) = \$3900

Can you please place and pay for these extras on the next pay estimate.

Thanks

Jeff Woods

SHERMANS

1005 East Main Avenue P.O. Box 658  
 West Fargo, ND 58078  
 701-282-3659 Fax 701-282-3660

# Invoice

Date	Invoice #
9/18/2017	7001

Bill To
Border States Paving P.O. Box 2586 Fargo, ND 58108

P.O. No.	Terms	Project
Storm Sewer	Due on receipt	7001- Storm sewer 31st Ave...

Quantity	Description	Rate	Amount
	Repair Storm Sewer at 31st Ave & 21st St S Fargo:		7,907.65
	40' of 12" RCP : \$1,321.52		
	Concrete: (1cy) \$270.74		
	Gravel: (26yds) \$405.39		
	Total Materials: \$1,997.65		
	Dump Truck with Trailer: 4 Hours @ \$110.00/Hr=\$440.00		
	Hitachi 85 Excavator: 12 Hours @ \$150.00/Hr=\$1,800.00		
	JD 410 TLB: 12 Hours @ \$150.00/Hr=\$1,800.00		
	Dump Truck: 6 Hours @ \$85.00/Hr=\$510.00		
	Saw Cut: 80Lf @ \$5.00/Lf=\$400.00		
	Total Equipment: \$4,950.00		
	16 Hours of Labor @ \$60.00/Hr=\$960.00		
	THANK YOU FOR YOUR BUSINESS!		
INTEREST OF 18% WILL BE CHARGED ON ALL ACCOUNTS OVER 30 DAYS. 3.5% Charged for credit card Payments		<b>Total</b>	\$7,907.65

**Geyer Signal of St Cloud Inc**

25112 22nd Ave  
St. Cloud MN 56301  
320-253-9005

Fax: 320-654-6884

**Invoice**

Invoice#: 107712

Date: 08/04/2017

**Billed To:** BORDER STATES PAVING  
PO BOX 2586  
FARGO ND 58108

**Project:** FARGO PR-17-H1 UNIVERSITY DR  
**Client Job # :** pr-17-h1

**Notes:** EXTRA

Terms: Progress Payments

Description	Unit Measure	Quantity	Unit Price	Ext Price
TRAFFIC CONTROL	LS	1	\$350.00	\$350.00

28-17  
PIPE REPAIR C.O.  
JAW

Please make checks payable to: **GEYER SIGNAL OF ST. CLOUD, INC.**

Thank you for your prompt payment!

Subtotal:	\$350.00
Sales Tax:	0.00
<b>Amount Due</b>	<b>\$350.00</b>

Border States Paving, Inc.  
 4101 32nd Ave N  
 Fargo, ND 58108

City of Fargo PR-17-H1  
 Location: Gold Drive S & 18th Street

Extra Patching at Intersection 10-16-17

MATERIALS:

12 TONS Asphalt Hot Mix	\$ 51.54 /Ton	<u>\$ 618.48</u>
Subtotal		\$ 618.48
Plus 25% Overhead & Profit		<u>\$ 154.62</u>
<b>TOTAL MATERIALS</b>		<b>\$ 773.10</b>

LABOR:

Ben Tappe	1.5 Hours	\$ 28.00	\$ 42.00
Steve White	1.5 Hours	\$ 26.75	\$ 40.13
Shane Swanston	1.5 Hours	\$ 26.60	\$ 39.90
Chanz Koby	1.5 Hours	\$ 26.60	\$ 39.90
Ryan Menholt	1.5 Hours	\$ 26.60	\$ 39.90
Christopher Dacar	1.5 Hours	\$ 26.60	\$ 39.90
S Dawn Olgeirson	1.5 Hours	\$ 27.74	\$ 41.61
Flagging (LM)	3 Hours	\$ 26.75	<u>\$ 80.25</u>
Subtotal			\$ 363.59
Plus 24% Payroll Taxes			<u>\$ 87.26</u>
Subtotal			\$ 450.85
Plus 25% Overhead & Profit			<u>\$ 112.71</u>
<b>TOTAL LABOR</b>			<b>\$ 563.56</b>

Equipment Rental:

Bobcat	1.5 Hours	\$ 38.25	\$ 57.38
Broce Broom	1.5 Hours	\$ 35.75	\$ 53.63
Hamm Roller	1.5 Hours	\$ 45.50	\$ 68.25
Cat Paver	1.5 Hours	\$ 141.25	\$ 211.88
Cat Tractor	1.5 Hours	\$ 29.50	\$ 44.25
Pickup	1.5 Hours	\$ 19.50	<u>\$ 29.25</u>
<b>TOTAL EQUIPMENT</b>			<b>\$ 464.63</b>

**GRAND TOTAL MATERIAL, LABOR & EQUIPMENT** **\$ 1,801.28**

Border States Paving, Inc.  
 4101 32nd Ave N  
 Fargo, ND 58108

City of Fargo PR-17-H1  
 Location: 25th Ave & 14th Street

Extra Patching on roadway 10-17-17

MATERIALS:

52 TONS Asphalt Hot Mix	\$ 51.54 /Ton	<u>\$ 2,680.08</u>
Subtotal		\$ 2,680.08
Plus 25% Overhead & Profit		<u>\$ 670.02</u>
<b>TOTAL MATERIALS</b>		<b>\$ 3,350.10</b>

LABOR:

Ben Tappe	1 Hours	\$ 28.00	\$ 28.00
Steve White	1 Hours	\$ 26.75	\$ 26.75
Shane Swanston	1 Hours	\$ 26.60	\$ 26.60
Chanz Koby	1 Hours	\$ 26.60	\$ 26.60
Ryan Menholt	1 Hours	\$ 26.60	\$ 26.60
Christopher Dacar	1 Hours	\$ 26.60	\$ 26.60
Flagging (LM)	2 Hours	\$ 26.75	<u>\$ 53.50</u>
Subtotal			\$ 214.65
Plus 24% Payroll Taxes			<u>\$ 51.52</u>
Subtotal			\$ 266.17
Plus 25% Overhead & Profit			<u>\$ 66.54</u>
<b>TOTAL LABOR</b>			<b>\$ 332.71</b>

Equipment Rental:

Bobcat	0.5 Hours	\$ 38.25	\$ 19.13
Broce Broom	0.5 Hours	\$ 35.75	\$ 17.88
Hamm Roller	1 Hours	\$ 45.50	\$ 45.50
Cat Paver	1 Hours	\$ 141.25	\$ 141.25
Cat Tractor	1 Hours	\$ 29.50	\$ 29.50
Pickup	1 Hours	\$ 19.50	<u>\$ 19.50</u>
<b>TOTAL EQUIPMENT</b>			<b>\$ 272.75</b>

**GRAND TOTAL MATERIAL, LABOR & EQUIPMENT** **\$ 3,955.56**



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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. AN-17-C1 Type: Final Balancing Change Order #1

Location: Alley btwn Oak & 1st St N (south of 6th Ave N) Date of Hearing: 12/11/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/18/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Engquist</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jeremy Engquist, for Final Balancing Change Order #1 in the amount of \$1,418.00 bringing the total contract amount to \$71,876.00.

Staff is recommending approval of Final Balancing Change Order #1.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Final Balancing Change Order #1.

RECOMMENDED MOTION

Approve Final Balancing Change Order #1 in the amount of \$1,418.00 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments


	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>        </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>        </u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>        </u>

COMMITTEE

- Tim Mahoney, Mayor
- Jim Gilmour, Director of Planning
- Steve Dirksen, Fire Chief
- Mark Bittner, Director of Engineering
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- City Engineer
- Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<u>  <input checked="" type="checkbox"/>  </u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Brenda Derrig</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer

C: Kristi Olson

Improvement District No	AN-17-C1	Change Order No	1
Project Name	PC Concrete Alley Paving & Incidentals		
Date Entered	12/6/2017	For	Key Contracting Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Change Order #1 FBCO

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)	
Paving	5	Subgrade Preparation	SY	795.00	0.00	795.00	16.00	811.00	4.00	64.00	
	6	F&I Pavement 6" Thick Reinf Conc	SY	680.00	0.00	680.00	6.00	686.00	52.00	312.00	
	8	F&I Driveway 6" Thick Reinf Conc	SY	115.00	0.00	115.00	15.00	130.00	45.00	675.00	
	9	Remove Driveway All Thicknesses All Types	SY	142.00	0.00	142.00	-32.00	110.00	9.00	-288.00	
	16	F&I Rock Mulch	TON	3.00	0.00	3.00	-3.00	0.00	100.00	-300.00	
	17	* Adjust GV to grade	LS	0.00	0.00	0.00	1.00	1.00	200.00	200.00	
	18	* Asphalt Patching	LS	0.00	0.00	0.00	1.00	1.00	755.00	755.00	
										<b>Paving Sub Total (\$)</b>	<b>1,418.00</b>
										<b>Grand Total (\$)</b>	<b>1,418.00</b>

\* NC Items

**Summary**

Source Of Funding	
Net Amount Change Order # 1 (\$)	1,418.00
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	70,458.00
Total Contract Amount (\$)	71,876.00

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**

Current Completion Date

09/01/2017

Additional Days

0.00

New Completion Date

09/01/2017

Description

APPROVED

APPROVED DATE

12-11-17

For Contractor

Key Contracting

Title

VP Steve Carr

Department Head

B. E. D.

Mayor

Attest

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-17-E1 Type: Final Balancing Change Order #1

Location: 25th St from Main Ave to 2nd Ave S Date of Hearing: 12/11/2017

<u>Routing</u>	<u>Date</u>
City Commission	12/18/2017
PWPEC File	X
Project File	Jason Baker

The Committee reviewed the accompanying correspondence from Project Manager, Jason Baker, for Final Balancing Change Order #1 in the amount of \$5,415.84 bringing the total contract amount to \$624,709.19.

Staff is recommending approval of Final Balancing Change Order #1.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Final Balancing Change Order #1.

RECOMMENDED MOTION

Approve Final Balancing Change Order #1 in the amount of \$5,415.84 to Northern Improvement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)


Yes	No
	N/A
	N/A
	N/A

COMMITTEE

Tim Mahoney, Mayor  
 Jim Gilmour, Director of Planning  
 Steve Dirksen, Fire Chief  
 Mark Bittner, Director of Engineering  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 City Engineer  
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer

C: Kristi Olson



# Memorandum

**To:** Members of PWPEC  
**From:** Jason Baker, Project Engineer *JMB*  
**Date:** December 5, 2017  
**Re:** Improvement District BR-17-E1 – Final Balancing Change Order #1

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**Background:**

Improvement District BR-17-E1 reconstructed 25<sup>th</sup> Street, 215' south of Main Avenue to 2<sup>nd</sup> Avenue South. The railroad-crossing surface was also replaced with a new concrete surface.

Attached is the Final Balancing Change Order #1 in the amount of \$5,415.84. The Contractor met the requirements of the contract for the Incentive and received the maximum Incentive amount of \$75,000. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$	544,293.35
FBCO #1:	\$	5,415.84
Incentive:	\$	<u>75,000.00</u>
Total Contract:	\$	624,709.19

All costs were funded with a combination of Special Assessments and Federal Highway Funds.

**Recommended Motion:**

Approve the Final Balancing Change Order #1 to Northern Improvement in the amount of \$5,415.84.

JMB/jmg  
Attachment

C: Tom Knakmuhs



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Improvement District No	BR-17-E1	Change Order No	1
Project Name	Street Reconstruction, Railroad Crossing Surface Replacement & Incidentals		
Date Entered	12/5/2017	For	Northern Improvement Co

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	2	Subcut	CY	1,180.00	0.00	1,180.00	-130.00	1,050.00	5.00	-650.00
	6	Remove Curb & Gutter	LF	1,005.00	0.00	1,005.00	29.00	1,034.00	3.50	101.50
	7	Remove Pavement All Thicknesses All Types	SY	4,316.40	0.00	4,316.40	-0.40	4,316.00	6.75	-2.70
	8	Remove Sidewalk All Thicknesses All Types	SY	755.00	0.00	755.00	36.20	791.20	4.75	171.95
	9	F&I Curb & Gutter Mountable (Type I)	LF	40.00	0.00	40.00	-40.00	0.00	22.75	-910.00
	10	F&I Curb & Gutter Standard (Type II)	LF	1,035.00	0.00	1,035.00	113.15	1,148.15	22.75	2,574.16
	11	F&I Edge Drain 4" Dia PVC	LF	1,075.00	0.00	1,075.00	-112.00	963.00	8.25	-924.00
	12	F&I Pavement 11" Thick Doweled Conc	SY	3,383.00	0.00	3,383.00	-113.67	3,269.33	72.00	-8,184.24
	13	F&I Pavement 7" Thick Reinf Conc	SY	247.00	0.00	247.00	-104.97	142.03	55.00	-5,773.35
	14	F&I Median Nose - Conc	SY	26.67	0.00	26.67	-6.67	20.00	115.00	-767.05
	15	F&I Sidewalk 4" Thick Reinf Conc	SY	672.00	0.00	672.00	-25.17	646.83	46.00	-1,157.82
	16	F&I Sidewalk 6" Thick Reinf Conc	SY	39.00	0.00	39.00	42.80	81.80	66.50	2,846.20
	17	F&I Impressioned 4" Thick Reinf Conc	SY	328.00	0.00	328.00	160.12	488.12	75.00	12,009.00
	18	F&I Impressioned 6" Thick Reinf Conc	SY	15.00	0.00	15.00	23.32	38.32	82.00	1,912.24
	19	F&I Det Wam Panels Cast Iron	SF	76.00	0.00	76.00	4.00	80.00	36.00	144.00
	20	F&I Aggregate for Asph Pavement FAA 43	TON	147.70	0.00	147.70	8.30	156.00	55.00	456.50

**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**



<b>Paving</b>	21	F&I Asphalt Cement PG 58-28	GAL	2,002.00	0.00	2,002.00	112.00	2,114.00	1.60	179.20
	22	F&I Casting - Inlet	EA	2.00	0.00	2.00	-2.00	0.00	425.00	-850.00
	23	F&I Casting - Std Manhole	EA	1.00	0.00	1.00	-1.00	0.00	325.00	-325.00
	24	F&I Casting - Floating Manhole	EA	3.00	0.00	3.00	-3.00	0.00	1,075.00	-3,225.00
	30	Temp Construction Entrance	EA	3.00	0.00	3.00	-2.00	1.00	750.00	-1,500.00
								<b>Paving Sub Total (\$)</b>		<b>-3,874.41</b>
<b>Pavement Marking</b>	32	F&I Grooved Plastic Film 4" Wide	LF	1,161.00	0.00	1,161.00	-4.00	1,157.00	5.80	-23.20
	33	F&I Grooved Contrast Film 7" Wide	LF	180.00	0.00	180.00	150.00	330.00	11.25	1,687.50
	34	F&I Grooved Plastic Film 8" Wide	LF	51.00	0.00	51.00	197.00	248.00	11.90	2,344.30
	35	F&I Grooved Plastic Film 24" Wide	LF	240.00	0.00	240.00	-98.00	142.00	10.50	-1,029.00
	36	F&I Grooved Plastic Film Message	SF	210.00	0.00	210.00	98.00	308.00	44.10	4,321.80
	51	* Paint the median bull nose tips.	LS	0.00	0.00	0.00	1.00	1.00	2,178.00	2,178.00
								<b>Pavement Marking Sub Total (\$)</b>		<b>9,479.40</b>
<b>Signing</b>	38	Construction Signing	SF	30.00	0.00	30.00	-17.00	13.00	12.25	-208.25
	40	F&I Engineering Grade	SF	16.50	0.00	16.50	-13.10	3.40	15.00	-196.50
	41	F&I Diamond Grade Cubed	SF	13.00	0.00	13.00	9.80	22.80	22.00	215.60
								<b>Signing Sub Total (\$)</b>		<b>-189.15</b>
								<b>Grand Total (\$)</b>		<b>5,415.84</b>

\* NC Items

<b>Summary</b>	
Source Of Funding	
Net Amount Change Order # 1 (\$)	5,415.84
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	544,293.35
Total Contract Amount (\$)	549,709.19

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

<b>CONTRACT TIME</b>	
Current Completion Date	New Completion Date



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Description	APPROVED	0.00	09/29/2017
For Contractor	 13-5-17 NORTHERN IMPROVEMENT COMPANY	APPROVED DATE 12-11-17	09/29/2017
Title	VICE PRESIDENT	Department Head  Mayor	Attest



53

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-17-G1 Type: Final Balancing Change Order #2

Location: Citywide Date of Hearing: 12/11/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/18/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Hoogland</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, for Final Balancing Change Order #2 in the amount of \$10,185.15 bringing the total contract amount to \$795,543.86.

Staff is recommending approval of Final Balancing Change Order #2.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Final Balancing Change Order #2.

RECOMMENDED MOTION

Approve Final Balancing Change Order #2 in the amount of \$10,185.15 to Asphalt Surface Tech Corp.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Rehab & Special Assessments

Developer meets City policy for payment of delinquent specials  
Agreement for payment of specials required of developer  
Letter of Credit required (per policy approved 5-28-13)


Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

- Tim Mahoney, Mayor
- Jim Gilmour, Director of Planning
- Steve Dirksen, Fire Chief
- Mark Bittner, Director of Engineering
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- City Engineer
- Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer

C: Kristi Olson



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Improvement District No PR-17-G1 Change Order No 2  
 Project Name Seal Coat & Incidentals  
 Date Entered 12/1/2017 For Asphalt Surface Tech Corp

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Final balancing change order

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Section 1	3	F&I Seal Oil - CRS-2P	GAL	1,600.00	0.00	1,600.00	-289.41	1,310.59	0.80	-231.53
									<b>Section 1 Sub Total (\$)</b>	<b>-231.53</b>
Section 2	6	F&I Seal Aggregate A	SY	3,878.00	0.00	3,878.00	0.07	3,878.07	0.95	0.07
	7	F&I Seal Oil - CRS-2P	GAL	1,086.00	0.00	1,086.00	-77.70	1,008.30	0.80	-82.16
									<b>Section 2 Sub Total (\$)</b>	<b>-82.09</b>
Section 3	10	F&I Pavement Mix Wear Course Asph	TON	5.00	0.00	5.00	12.00	17.00	310.00	3,720.00
	11	F&I Seal Aggregate A	SY	22,771.00	0.00	22,771.00	87.54	22,858.54	0.95	83.16
	13	F&I Seal Oil - CRS-2P	GAL	12,740.00	0.00	12,740.00	-1,388.89	11,351.11	0.80	-1,111.11
	14	Paint Epoxy Line 4" Wide	LF	5,772.00	0.00	5,772.00	-124.00	5,648.00	1.90	-235.60
	15	Paint Epoxy Line 8" Wide	LF	580.00	0.00	580.00	-35.00	545.00	3.68	-128.80
	17	Paint Epoxy Line 24" Wide	LF	552.00	0.00	552.00	42.00	594.00	12.60	529.20
	18	Paint Epoxy Message	SF	292.00	0.00	292.00	-4.00	288.00	12.60	-50.40
									<b>Section 3 Sub Total (\$)</b>	<b>2,806.45</b>
Section 4	22	F&I Seal Oil - CRS-2P	GAL	1,863.00	0.00	1,863.00	-207.25	1,655.75	0.80	-165.80
	23	Paint Epoxy Line 4" Wide	LF	1,293.00	0.00	1,293.00	2.00	1,295.00	1.90	3.80
	24	Paint Epoxy Line 8" Wide	LF	329.00	0.00	329.00	-16.00	313.00	3.68	-58.88
	95	* put in 6" epoxy cross walk.	LS	0.00	0.00	0.00	1.00	1.00	302.40	302.40
									<b>Section 4 Sub Total (\$)</b>	<b>81.52</b>

**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Section 5</b>	29	F&I Seal Aggregate A	SY	17,472.00	0.00	17,472.00	-0.36	17,471.64	0.95	-0.34
	30	F&I Seal Oil - CRS-2P	GAL	4,892.00	0.00	4,892.00	-349.37	4,542.63	0.80	-279.50
								<b>Section 5 Sub Total (\$)</b>		<b>-279.84</b>
<b>Section 6</b>	34	F&I Seal Oil - CRS-2P	GAL	24,115.00	0.00	24,115.00	-4,328.44	19,786.56	0.80	-3,462.75
	35	Paint Epoxy Line 4" Wide	LF	3,398.00	0.00	3,398.00	-596.00	2,802.00	1.90	-1,132.40
	36	Paint Epoxy Line 8" Wide	LF	735.00	0.00	735.00	-71.00	664.00	3.68	-261.28
	37	Paint Epoxy Message	SF	224.00	0.00	224.00	-16.00	208.00	12.60	-201.60
								<b>Section 6 Sub Total (\$)</b>		<b>-5,058.03</b>
<b>Section 7</b>	40	F&I Pavement Mix Wear Course Asph	TON	5.00	0.00	5.00	12.71	17.71	310.00	3,940.10
	41	F&I Seal Aggregate A	SY	25,414.00	0.00	25,414.00	-0.53	25,413.47	0.95	-0.50
	43	F&I Seal Oil - CRS-2P	GAL	29,724.00	0.00	29,724.00	-4,566.67	25,157.33	0.80	-3,653.34
	44	Paint Epoxy Line 4" Wide	LF	5,850.00	0.00	5,850.00	3,082.00	8,932.00	1.90	5,855.80
	45	Paint Epoxy Line 8" Wide	LF	2,951.00	0.00	2,951.00	-149.00	2,802.00	3.68	-548.32
	46	Paint Epoxy Line 16" Wide	LF	104.00	0.00	104.00	-26.00	78.00	12.60	-327.60
	47	Paint Epoxy Message	SF	544.00	0.00	544.00	276.00	820.00	12.60	3,477.60
								<b>Section 7 Sub Total (\$)</b>		<b>8,743.74</b>
<b>Section 8</b>	50	F&I Seal Aggregate A	SY	5,098.00	0.00	5,098.00	-0.34	5,097.66	0.95	-0.32
	52	F&I Seal Oil - CRS-2P	GAL	4,071.00	0.00	4,071.00	-404.79	3,666.21	0.80	-323.83
								<b>Section 8 Sub Total (\$)</b>		<b>-324.16</b>
<b>Section 9</b>	56	F&I Pavement Mix Wear Course Asph	TON	5.00	0.00	5.00	12.71	17.71	310.00	3,940.10
	59	F&I Seal Oil - CRS-2P	GAL	34,459.00	0.00	34,459.00	-3,312.23	31,146.77	0.80	-2,649.78
	60	Paint Epoxy Line 4" Wide	LF	472.00	0.00	472.00	6.00	478.00	1.90	11.40
	62	Paint Epoxy Line 8" Wide	LF	186.00	0.00	186.00	-20.00	166.00	3.68	-73.60
	93	* Installed a block cross walk at 33rd ave s and 32nd st s	LS	0.00	0.00	0.00	1.00	1.00	550.00	550.00
	94	* 24" block epoxy cross walk	LS	0.00	0.00	0.00	1.00	1.00	864.00	864.00
								<b>Section 9 Sub Total (\$)</b>		<b>2,642.12</b>

CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

<b>Section 10</b>	67	F&I Seal Aggregate A	SY	61,414.00	0.00	61,414.00	54.30	61,468.30	0.95	51.59
	68	F&I Seal Oil - CRS-2P	GAL	17,196.00	0.00	17,196.00	-1,214.25	15,981.75	0.80	-971.40
								<b>Section 10 Sub Total (\$)</b>		-919.82
<b>Section 11</b>	71	F&I Seal Aggregate A	SY	8,815.00	0.00	8,815.00	200.35	9,015.35	0.95	190.33
	72	F&I Seal Oil - CRS-2P	GAL	2,468.00	0.00	2,468.00	-124.01	2,343.99	0.80	-99.21
								<b>Section 11 Sub Total (\$)</b>		91.12
<b>Section 12</b>	75	F&I Pavement Mix Wear Course Asph	TON	5.00	0.00	5.00	12.00	17.00	310.00	3,720.00
	76	F&I Seal Aggregate A	SY	33,118.00	0.00	33,118.00	-0.31	33,117.69	0.95	-0.29
	77	F&I Seal Oil - CRS-2P	GAL	9,273.00	0.00	9,273.00	-662.40	8,610.60	0.80	-529.92
	79	Paint Epoxy Line 4" Wide	LF	100.00	0.00	100.00	-11.00	89.00	1.90	-20.90
	80	Paint Epoxy Line 8" Wide	LF	50.00	0.00	50.00	-2.00	48.00	3.68	-7.36
								<b>Section 12 Sub Total (\$)</b>		3,161.53
<b>Section 13</b>	83	F&I Seal Aggregate A	SY	29,114.00	0.00	29,114.00	0.02	29,114.02	0.95	0.02
	84	F&I Seal Oil - CRS-2P	GAL	8,152.00	0.00	8,152.00	-582.36	7,569.64	0.80	-465.89
								<b>Section 13 Sub Total (\$)</b>		-465.87
								<b>Grand Total (\$)</b>		10,185.15
* NC Items										
<b>Summary</b>										
<b>Source Of Funding</b>										
Net Amount Change Order # 2 (\$)										
Previous Change Orders (\$)										
Original Contract Amount (\$)										
Total Contract Amount (\$)										
10,185.15										
-12,945.87										
798,304.58										
795,543.86										

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**

Current Completion Date

07/28/2017

Additional Days

0.00

New Completion Date

07/28/2017

CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT



Description

APPROVED

For Contractor

*Dale Rothman*  
Title

*Vick - President*

APPROVED DATE

*2/1/17*

Department Head

Mayor

Attest

*B. F. D.*

54

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. AN-17-E1 Type: Negative Final Balancing Change Order #1

Location: 9th Ave-10th Ave S btwn 8th St-9th St Date of Hearing: 12/11/2017

Routing Date
City Commission 12/18/2017
PWPEC File X
Project File Jeremy Engquist

The Committee reviewed the accompanying correspondence from Project Manager, Jeremy Engquist, for Negative Final Balancing Change Order #1 in the amount of \$ -621.50, bringing the total contract amount to \$51,064.50.

Staff is recommending approval of Negative Final Balancing Change Order #1.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #1.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #1 in the amount of \$ -621.50 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
Letter of Credit required (per policy approved 5-28-13)
Yes No
N/A
N/A
N/A

COMMITTEE

- Tim Mahoney, Mayor
Jim Gilmour, Director of Planning
Steve Dirksen, Fire Chief
Mark Bittner, Director of Engineering
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
City Engineer
Kent Costin, Finance Director

Table with 4 columns: Present, Yes, No, Unanimous. Rows for each committee member with checkboxes and a signature line for Brenda Derrig.

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Improvement District No</b>	AN-17-E1	<b>Change Order No</b>	1
<b>Project Name</b>	PC Concrete Alley Paving & Incidentals		
<b>Date Entered</b>	12/6/2017	<b>For</b>	Key Contracting Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Change Order #1 FBCO

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)	
Paving	2	Subgrade Preparation	SY	738.00	0.00	738.00	-29.00	709.00	4.00	-116.00	
	3	Rem & Repl Curb & Gutter	LF	29.00	0.00	29.00	4.00	33.00	32.00	128.00	
	4	F&I Pavement 6" Thick Reinf Conc	SY	680.00	0.00	680.00	-22.00	658.00	54.00	-1,188.00	
	5	F&I Sidewalk 4" Thick Reinf Conc	SY	11.00	0.00	11.00	0.50	11.50	45.00	22.50	
	6	Remove Sidewalk 4" Thick Conc	SY	8.00	0.00	8.00	3.50	11.50	20.00	70.00	
	7	F&I Driveway 6" Thick Reinf Conc	SY	58.00	0.00	58.00	-7.00	51.00	45.00	-315.00	
	8	Remove Driveway All Thicknesses All Types	SY	69.00	0.00	69.00	-6.00	63.00	9.00	-54.00	
	9	Mulching Type 1 - Hydro	SY	50.00	0.00	50.00	-35.00	15.00	9.00	-315.00	
	10	Seeding Type B	SY	50.00	0.00	50.00	-35.00	15.00	9.00	-315.00	
	13	F&I Rock Mulch	TON	10.00	0.00	10.00	-9.00	1.00	21.00	-189.00	
	14	* Asphalt Repair-South Approach	LS	0.00	0.00	0.00	1.00	1.00	1,650.00	1,650.00	
										<b>Paving Sub Total (\$)</b>	<b>-621.50</b>
										<b>Grand Total (\$)</b>	<b>-621.50</b>

\* NC Items

**Summary**

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

-621.50  
0.00

Original Contract Amount (\$)

51,686.00

Total Contract Amount (\$)

51,064.50

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**

Current Completion Date

09/01/2017

Additional Days

0.00

New Completion Date

09/01/2017

Description

APPROVED

APPROVED DATE

12-11-17

For Contract of

Key Contracting

Title

VP Steve Carr

Department Head

Mayor

Attest

B. Carr



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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-16-J1 Type: Negative Final Balancing Change Order #2

Location: Northern Sheyenne Addition Date of Hearing: 12/11/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/18/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Negative Final Balancing Change Order #2 in the amount of \$ -51,636.85, bringing the total contract amount to \$1,212,702.97.

Staff is recommending approval of Negative Final Balancing Change Order #2.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #2.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #2 in the amount of \$ -51,636.85 to Ryan Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

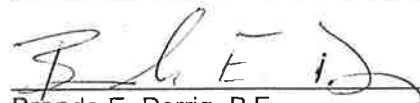
	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>N/A</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>N/A</u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>N/A</u>

COMMITTEE

- Tim Mahoney, Mayor
- Jim Gilmour, Director of Planning
- Steve Dirksen, Fire Chief
- Mark Bittner, Director of Engineering
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- City Engineer
- Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<u><input checked="" type="checkbox"/></u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Brenda Derrig</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 \_\_\_\_\_  
 Brenda E. Derrig, P.E.  
 Division Engineer

C: Kristi Olson

Improvement District No	BN-16-J1	Change Order No	2
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals		
Date Entered	12/5/2017	For	Ryan Contracting

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** FINAL BALANCING CHANGE ORDER

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	1	Temp Fence - Safety	LF	100.00	0.00	100.00	-100.00	0.00	3.85	-385.00
	2	Mulching Type 1 - Hydro	SY	4,652.00	0.00	4,652.00	2,028.00	6,680.00	0.48	973.44
	3	Mulching Type 2 - Straw	SY	25,619.00	0.00	25,619.00	-5,993.00	19,626.00	0.10	-599.30
	4	Seeding Type A	SY	25,619.00	0.00	25,619.00	-9,457.00	16,162.00	0.15	-1,418.55
	5	Seeding Type B	SY	4,652.00	0.00	4,652.00	2,028.00	6,680.00	0.48	973.44
	7	Temp Construction Entrance	EA	2.00	0.00	2.00	-1.00	1.00	500.00	-500.00
	8	Inlet Protection - New Inlet	EA	12.00	0.00	12.00	12.00	24.00	250.00	3,000.00
	9	Grade Roadway	LF	500.00	0.00	500.00	-500.00	0.00	10.00	-5,000.00
	<b>Miscellaneous Sub Total (\$)</b>									
Sanitary Sewer	10	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	750.00	0.00	750.00	-750.00	0.00	0.01	-7.50
	12	F&I Pipe SDR 26 - 6" Dia PVC	LF	792.00	0.00	792.00	-98.00	694.00	20.00	-1,960.00
	13	F&I Pipe SDR 35 - 12" Dia PVC	LF	2,258.00	0.00	2,258.00	-114.00	2,144.00	40.00	-4,560.00
	14	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	280.00	0.00	280.00	-70.00	210.00	48.00	-3,360.00
<b>Sanitary Sewer Sub Total (\$)</b>										<b>-9,887.50</b>
Water Main	15	F&I Fittings Ductile Iron	LB	6,440.00	0.00	6,440.00	525.00	6,965.00	1.00	525.00
	16	F&I Hydrant	EA	6.00	0.00	6.00	-1.00	5.00	3,900.00	-3,900.00
	17	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	45.00	0.00	45.00	127.00	172.00	34.00	4,318.00
	18	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	2,302.00	0.00	2,302.00	-85.00	2,217.00	35.00	-2,975.00





Street Lighting	58	F&I Conductor #6 USE Cu	LF	4,893.00	0.00	4,893.00	9.00	4,902.00	1.00	9.00	
	59	F&I Innerduct 1.5" Dia	LF	1,671.00	0.00	1,671.00	3.00	1,674.00	3.15	9.45	
	62	* Mobilization for installation of conduit prior to revised driveway installation.	LS	0.00	0.00	0.00	1.00	1.00	1,179.75	1,179.75	
<b>Street Lighting Sub Total (\$)</b>											
										1,198.20	
<b>* NC Items</b>										<b>Grand Total (\$)</b>	<b>-51,636.85</b>

<b>Summary</b>	
<b>Source Of Funding</b>	
<b>Net Amount Change Order # 2 (\$)</b>	-51,636.85
<b>Previous Change Orders (\$)</b>	15,120.00
<b>Original Contract Amount (\$)</b>	1,158,219.82
<b>Total Contract Amount (\$)</b>	1,121,702.97

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

<b>CONTRACT TIME</b>			
<b>Current Completion Date</b>	07/04/2017	<b>Additional Days</b>	0.00
<b>New Completion Date</b>	07/04/2017		

<b>Description</b>			
<b>APPROVED</b>		<b>APPROVED DATE</b>	12-11-17
<b>For Contractor</b>		<b>Department Head</b>	
<b>Title</b>	CPD	<b>Mayor</b>	
		<b>Attest</b>	

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-F1 Type: Negative Final Balancing Change Order #2

Location: 10th St N, north of 32nd Ave Date of Hearing: 12/11/2017  
(Bison Village Addition)

Routing Date  
City Commission 12/18/2017  
PWPEC File X  
Project File Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, for Negative Final Balancing Change Order #2 in the amount of \$ -9,358.09, bringing the total contract amount to \$440,994.16.

Staff is recommending approval of Negative Final Balancing Change Order #2.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #2.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #2 in the amount of \$ -9,358.09 to Shermans LLC.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Utility Funds & Special Assessments

Developer meets City policy for payment of delinquent specials  
Agreement for payment of specials required of developer  
Letter of Credit required (per policy approved 5-28-13)


Yes No  
N/A  
N/A  
N/A

COMMITTEE

Tim Mahoney, Mayor  
Jim Gilmour, Director of Planning  
Steve Dirksen, Fire Chief  
Mark Bittner, Director of Engineering  
Bruce Grubb, City Administrator  
Ben Dow, Director of Operations  
Steve Sprague, City Auditor  
City Engineer  
Kent Costin, Finance Director

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
Brenda E. Derrig, P.E.  
Division Engineer

C: Kristi Olson



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Improvement District No	BN-17-F1	Change Order No	2
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals		
Date Entered	12/6/2017	For	Shermans LLC

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Final Balancing Change Order

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)	
Miscellaneous	2	Mulching Type 1 - Hydro	SY	4,750.00	0.00	4,750.00	-838.00	3,912.00	0.45	-377.10	
	3	Seeding Type A	SY	9,100.00	0.00	9,100.00	362.00	9,462.00	0.15	54.30	
	4	Seeding Type B	SY	4,750.00	0.00	4,750.00	-838.00	3,912.00	0.45	-377.10	
	5	Sediment Control Log 6" to 8" Dia	LF	150.00	0.00	150.00	30.00	180.00	3.00	90.00	
	6	Mulching Type 2 - Straw	SY	9,100.00	0.00	9,100.00	3,746.00	12,846.00	0.09	337.14	
	8	Inlet Protection - New Inlet	EA	12.00	0.00	12.00	-3.00	9.00	250.00	-750.00	
	9	Stormwater Management	LS	1.00	0.00	1.00	-0.50	0.50	500.00	-250.00	
	<b>Miscellaneous Sub Total (\$)</b>										-1,272.76
	Sanitary Sewer	12	F&I Pipe SDR 26 - 6" Dia PVC	LF	1,475.00	0.00	1,475.00	4.40	1,479.40	22.00	96.80
13		F&I Pipe SDR 26 - 8" Dia PVC	LF	535.00	0.00	535.00	-4.00	531.00	23.00	-92.00	
17		Remove Pipe All Sizes All Types	LF	5.00	0.00	5.00	-5.00	0.00	1.00	-5.00	
<b>Sanitary Sewer Sub Total (\$)</b>										-0.20	
Water Main	23	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	575.00	0.00	575.00	-6.00	569.00	18.00	-108.00	
	27	F&I Pipe 1" Dia Copper	LF	1,410.00	0.00	1,410.00	-1.00	1,409.00	16.00	-16.00	
<b>Water Main Sub Total (\$)</b>										-124.00	
Storm Sewer	34	F&I Pipe 12" Dia	LF	355.00	0.00	355.00	-22.00	333.00	30.00	-660.00	
	35	F&I Pipe 12" Dia Reinf Conc	LF	60.00	0.00	60.00	1.00	61.00	45.00	45.00	
	36	F&I Pipe 18" Dia Reinf Conc	LF	220.00	0.00	220.00	-1.00	219.00	35.00	-35.00	



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT



Source Of Funding	
Net Amount Change Order # 2 (\$)	-9,358.09
Previous Change Orders (\$)	15,970.85
Original Contract Amount (\$)	434,387.40
Total Contract Amount (\$)	440,994.16

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

<b>CONTRACT TIME</b>	
Current Completion Date	New Completion Date
08/15/2017	08/15/2017
Additional Days	
0.00	
Description	
APPROVED	APPROVED DATE
For Contractor	Department Head
Title	Mayor
	Attest



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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PN-14-41 Type: Negative Final Balancing Change Order #2

Location: 64th Ave S btwn Univ Dr-25th St S Date of Hearing: 12/11/2017

<u>Routing</u>	<u>Date</u>
City Commission	12/18/2017
PWPEC File	X
Project File	Mark Miller

The Committee reviewed the accompanying correspondence from Project Manager, Mark Miller, for Negative Final Balancing Change Order #2 in the amount of \$ -160,187.90, bringing the total contract amount to \$2,901,849.07

Staff is recommending approval of Negative Final Balancing Change Order #2.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #2.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #2 in the amount of \$ -160,187.90 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water and Wastewater Utility Funds, Sales Tax & Special Assessments

Developer meets City policy for payment of delinquent specials  
Agreement for payment of specials required of developer  
Letter of Credit required (per policy approved 5-28-13)

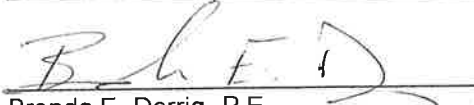
Yes	No
<u>N/A</u>	
<u>N/A</u>	
<u>N/A</u>	

COMMITTEE

Tim Mahoney, Mayor  
 Jim Gilmour, Director of Planning  
 Steve Dirksen, Fire Chief  
 Mark Bittner, Director of Engineering  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 City Engineer  
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer

C: Kristi Olson



# Memorandum

**To:** Members of PWPEC  
**From:** Mark Miller, Project Engineer – *MMM*  
**Date:** December 4, 2017  
**Re:** Improvement District PN-14-41 – Negative Final Balancing Change Order #2

---

**Background:**

Improvement District PN-14-41 constructed a concrete urban street section on 64<sup>th</sup> Avenue South between University Drive and 25<sup>th</sup> Street South.

Attached is the Negative Final Balancing Change Order #2 in the amount of -\$160,187.90. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$3,044,771.97
CO #1:	\$ 17,265.00
FBCO #2:	<u>\$ -160,187.90</u>
Total Contract:	\$2,901,849.08

All costs were funded with a combination of Water Utility, Sewer Utility and Special Assessments.

**Recommended Motion:**

Approve the Negative Final Balancing Change Order #2 to Dakota Underground in the amount of -\$160,187.90.

MMM/jmg  
Attachment

C: Tom Knakmuhs

Improvement District No	PN-14-41	Change Order No	2
Project Name	Sanitary Sewer, Water Main, Storm Sewer, PC Concrete Paving, Street Lights & Incidentals		
Date Entered	12/4/2017	For	Dakota Underground Co Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** FBCO

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	2	Mulching Type 1 - Hydro	SY	52,415.00	0.00	52,415.00	-7,849.00	44,566.00	0.22	-1,726.78
	3	Seeding Type B	SY	52,415.00	0.00	52,415.00	-7,849.00	44,566.00	0.20	-1,569.80
	6	Silt Fence - Standard	LF	1,000.00	0.00	1,000.00	-1,000.00	0.00	2.50	-2,500.00
	8	Temp Construction Entrance	EA	2.00	0.00	2.00	-2.00	0.00	1,000.00	-2,000.00
	9	Concrete Washout Area	EA	1.00	0.00	1.00	-1.00	0.00	1,000.00	-1,000.00
	10	Remove Mailbox	EA	8.00	0.00	8.00	-1.00	7.00	25.00	-25.00
	13	Weed Control Type A	SY	13,104.00	0.00	13,104.00	-13,104.00	0.00	0.08	-1,048.32
	14	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	0.00	100.00	-100.00	0.00	0.01	-1.00
	192	* Turf Establishment	LS	0.00	0.00	0.00	1.00	1.00	14,668.50	14,668.50
	<b>Miscellaneous Sub Total (\$)</b>									
Remove	18	Remove Shared Use Path 4" Thick Conc	SY	100.00	0.00	100.00	49.24	149.24	8.00	393.92
	<b>Remove Sub Total (\$)</b>									
Sanitary Sewer	19	Remove Pipe All Sizes All Types	LF	285.00	0.00	285.00	-35.00	250.00	25.00	-875.00
	23	Bore Pipe SDR 26 - 8" Dia PVC	LF	150.00	0.00	150.00	-58.00	92.00	30.00	-1,740.00
	24	F&I Pipe SDR 26 - 12" Dia PVC	LF	2,046.00	0.00	2,046.00	-116.00	1,930.00	55.00	-6,380.00
	25	F&I Pipe SDR 26 - 15" Dia PVC	LF	49.00	0.00	49.00	-15.00	34.00	77.00	-1,155.00
	26	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	205.00	0.00	205.00	-90.00	115.00	100.00	-9,000.00
	32	F&I Pipe SDR 26 - 6" Dia PVC	LF	26.00	0.00	26.00	20.00	46.00	35.00	700.00

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Item	Description	LF	8.00	0.00	8.00	50.00	58.00	40.00	2,000.00
34	F&I Pipe SDR 26 - 8" Dia PVC	LF	8.00	0.00	8.00	50.00	58.00	40.00	2,000.00
182	* Alteration of existing force main to meet built height of MH-9	LS	0.00	0.00	0.00	1.00	1.00	7,211.50	7,211.50
189	* Add MH Section to SS-9	LS	0.00	0.00	0.00	1.00	1.00	436.09	436.09
<b>Sanitary Sewer Sub Total (\$)</b>									
35	F&I Fittings Ductile Iron	LB	2,800.00	0.00	2,800.00	-280.00	2,520.00	2.00	-560.00
36	Relocate Hydrant	EA	7.00	0.00	7.00	-1.00	6.00	2,000.00	-2,000.00
39	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	84.00	0.00	84.00	-9.00	75.00	33.00	-297.00
44	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	460.00	0.00	460.00	-15.00	445.00	45.00	-675.00
188	* Remove & Replace Valve Box @ station 35+25	LS	0.00	0.00	0.00	1.00	1.00	452.42	452.42
<b>Water Main Sub Total (\$)</b>									
53	F&I Pipe 15" Dia Reinf Conc	LF	515.00	0.00	515.00	5.35	520.35	43.00	230.05
54	F&I Pipe 18" Dia Reinf Conc	LF	280.00	0.00	280.00	5.00	285.00	45.00	225.00
57	F&I Pipe w/GB 12" Dia Reinf Conc	LF	280.00	0.00	280.00	-186.50	93.50	52.00	-9,698.00
58	F&I Pipe w/GB 15" Dia Reinf Conc	LF	535.00	0.00	535.00	-22.02	512.98	53.00	-1,167.06
59	F&I Pipe w/GB 18" Dia Reinf Conc	LF	127.00	0.00	127.00	3.00	130.00	55.00	165.00
65	F&I Flared End Section 18" Dia Reinf Conc	EA	2.00	0.00	2.00	-2.00	0.00	500.00	-1,000.00
185	* north blvd - storm inlet	LS	0.00	0.00	0.00	1.00	1.00	12,100.00	12,100.00
186	* 15th Street - storm inlet	LS	0.00	0.00	0.00	1.00	1.00	7,100.00	7,100.00
187	* Storm Sewer Modification @ 64th AVE S & Univ. Drive	LS	0.00	0.00	0.00	1.00	1.00	1,999.70	1,999.70
<b>Storm Sewer Sub Total (\$)</b>									
67	Fill - Contractor Supply	CY	6,500.00	0.00	6,500.00	578.00	7,078.00	11.00	6,358.00
71	F&I Class 5 Agg - 8" Thick	SY	20,169.00	0.00	20,169.00	742.60	20,911.60	7.25	5,383.85
73	F&I Curb & Gutter Standard (Type II)	LF	8,148.00	0.00	8,148.00	160.00	8,308.00	19.00	3,040.00
74	F&I Pavement 9" Thick Doweled Conc	SY	17,000.00	0.00	17,000.00	-339.00	16,661.00	54.00	-18,306.00
75	F&I Shared Use Path 4" Thick Reinf Conc	SY	7,100.00	0.00	7,100.00	-97.00	7,003.00	36.00	-3,492.00
76	F&I Shared Use Path 6" Thick Reinf Conc	SY	350.00	0.00	350.00	-249.50	100.50	44.00	-10,978.00



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<b>Paving</b>	77	F&I Det Warn Panels Cast Iron	SF	50.00	0.00	50.00	254.00	304.00	42.00	10,668.00
	81	F&I Driveway 6" Thick Reinf Conc	SY	612.00	0.00	612.00	199.00	811.00	45.00	8,955.00
	86	F&I Aggregate for Asph Pavement FAA 43	TON	136.00	0.00	136.00	0.74	136.74	63.00	46.62
	87	F&I Asphalt Cement PG 58-34	GAL	1,828.00	0.00	1,828.00	-407.50	1,420.50	2.30	-937.25
	184	* Location of Existing Gas Line in Road Subgrade	LS	0.00	0.00	0.00	1.00	1.00	4,716.58	4,716.58
	190	* impressed concrete for the pedestrian refuge	LS	0.00	0.00	0.00	1.00	1.00	4,543.00	4,543.00
								<b>Paving Sub Total (\$)</b>		<b>9,997.80</b>
<b>Signing</b>	91	F&I Flexible Delineator	EA	2.00	0.00	2.00	1.00	3.00	78.00	78.00
	93	F&I Sign Assembly	EA	7.00	0.00	7.00	1.00	8.00	63.00	63.00
	191	* Type III Barricade @ 21st ST	LS	0.00	0.00	0.00	1.00	1.00	2,003.10	2,003.10
								<b>Signing Sub Total (\$)</b>		<b>2,144.10</b>
<b>Pavement Marking</b>	94	F&I Grooved Plastic Film 4" Wide	LF	9,128.00	0.00	9,128.00	-83.00	9,045.00	5.00	-415.00
	95	F&I Grooved Plastic Film 8" Wide	LF	75.00	0.00	75.00	117.00	192.00	10.80	1,263.60
	96	F&I Grooved Plastic Film 24" Wide	LF	48.00	0.00	48.00	12.00	60.00	33.00	396.00
	97	F&I Grooved Plastic Film Message	SF	176.00	0.00	176.00	176.00	352.00	33.00	5,808.00
	98	F&I Methacrylate 16" Wide	LF	23.00	0.00	23.00	-23.00	0.00	42.00	-966.00
	99	Paint Epoxy Message	SF	80.00	0.00	80.00	31.00	111.00	13.25	410.75
								<b>Pavement Marking Sub Total (\$)</b>		<b>6,497.35</b>
<b>Street Lighting</b>	103	F&I Conductor #6 USE Cu	LF	25,809.00	0.00	25,809.00	-315.00	25,494.00	1.15	-362.25
	104	F&I Innerduct 1.5" Dia	LF	8,591.00	0.00	8,591.00	128.00	8,719.00	3.65	467.20
								<b>Street Lighting Sub Total (\$)</b>		<b>104.95</b>
<b>Alternate - 14th Street</b>	109	Remove Driveway All Thicknesses All Types	SY	250.00	0.00	250.00	-250.00	0.00	10.00	-2,500.00
	110	Topsoil - Strip	CY	586.50	0.00	586.50	-586.50	0.00	5.00	-2,932.50
	111	Remove Lift Station	EA	1.00	0.00	1.00	-1.00	0.00	5,000.00	-5,000.00
	112	F&I Pipe SDR 26 - 6" Dia PVC	LF	243.00	0.00	243.00	-243.00	0.00	45.00	-10,935.00
	113	Connect Sewer Service Less Than 10' Deep	EA	5.00	0.00	5.00	-5.00	0.00	1,000.00	-5,000.00
	114	F&I Manhole 4' Dia Reinf Conc	EA	1.00	0.00	1.00	-1.00	0.00	3,650.00	-3,650.00

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Alternate - 14th Street	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	
	Remove Pipe All Sizes All Types	F&I Manhole 4' Dia Reinf Conc	F&I Inlet - Round (RDI) Reinf Conc	F&I Pipe 12" Dia Reinf Conc	F&I Pipe 18" Dia Reinf Conc	F&I Pipe w/GB 12" Dia Reinf Conc	Excavation	Subcut	Subgrade Preparation	F&I Woven Geotextile	F&I Class 5 Agg - 7" Thick	F&I Curb & Gutter Mountable (Type I)	F&I Edge Drain 4" Dia PVC	F&I Aggregate for Asph Pavement FAA 43	F&I Asphalt Cement PG 58-34	F&I Sidewalk 4" Thick Reinf Conc	F&I Driveway 6" Thick Reinf Conc	Boulevard Grading	Topsoil - Import Special	Mulching Type 1 - Hydro	Seeding Type B	Casting to Grade - Blvd	Casting to Grade - no Conc	GV Box to Grade - Blvd	Inlet Protection - New Inlet	Remove Mailbox	Temp Mailbox	F&I Base 5' Deep Reinf Conc	
	LF	EA	EA	LF	LF	LF	CY	CY	SY	SY	SY	LF	LF	TON	GAL	SY	SY	SY	CY	SY	SY	EA	EA	EA	EA	EA	LS	EA	
	120.00	1.00	3.00	71.50	145.00	128.00	825.00	496.00	1,488.00	1,488.00	1,488.00	602.00	602.00	457.00	6,182.50	336.00	125.00	2,455.00	272.50	2,455.00	2,455.00	4.00	3.00	1.00	2.00	4.00	1.00	3.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	120.00	1.00	3.00	71.50	145.00	128.00	825.00	496.00	1,488.00	1,488.00	1,488.00	602.00	602.00	457.00	6,182.50	336.00	125.00	2,455.00	272.50	2,455.00	2,455.00	4.00	3.00	1.00	2.00	4.00	1.00	3.00	
	-120.00	-1.00	-3.00	-71.50	-145.00	-128.00	-825.00	-496.00	-1,488.00	-1,488.00	-1,488.00	-602.00	-602.00	-457.00	-6,182.50	-336.00	-125.00	-2,455.00	-272.50	-2,455.00	-2,455.00	-4.00	-3.00	-1.00	-2.00	-4.00	-1.00	-3.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	20.00	2,850.00	1,300.00	42.00	45.00	52.00	3.00	5.00	2.30	1.50	8.00	18.00	8.00	46.00	2.30	38.00	43.00	1.50	18.00	0.27	0.32	300.00	700.00	250.00	200.00	25.00	150.00	315.00	
	-2,400.00	-2,850.00	-3,900.00	-3,003.00	-6,525.00	-6,656.00	-2,475.00	-2,480.00	-3,422.40	-2,232.00	-11,904.00	-10,836.00	-4,816.00	-21,022.00	-14,219.75	-12,768.00	-5,375.00	-3,682.50	-4,905.00	-662.85	-785.60	-1,200.00	-2,100.00	-250.00	-400.00	-100.00	-150.00	-945.00	



**CITY OF FARGO  
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<b>Alternate - 14th Street</b>	143	F&I Conductor #6 USE Cu	LF	1,518.00	0.00	1,518.00	-1,518.00	0.00	1.15	-1,745.70
	144	F&I Innerduct 1.5" Dia	LF	506.00	0.00	506.00	-506.00	0.00	3.65	-1,846.90
	145	F&I Luminaire Type B	EA	3.00	0.00	3.00	-3.00	0.00	1,575.00	-4,725.00
	146	F&I Light Standard Type B	EA	3.00	0.00	3.00	-3.00	0.00	1,310.00	-3,930.00
							<b>Alternate - 14th Street Sub Total (\$)</b>			<b>-174,330.20</b>
<b>Alternate - 15th Street</b>	148	Remove Pipe All Sizes All Types	LF	200.00	0.00	200.00	-112.00	88.00	20.00	-2,240.00
	151	F&I Pipe 12" Dia Reinf Conc	LF	100.00	0.00	100.00	10.00	110.00	42.00	420.00
	152	F&I Pipe 15" Dia Reinf Conc	LF	35.00	0.00	35.00	-15.40	19.60	43.00	-662.20
	153	F&I Pipe 18" Dia Reinf Conc	LF	166.00	0.00	166.00	-4.00	162.00	45.00	-180.00
	154	F&I Pipe w/GB 12" Dia Reinf Conc	LF	119.00	0.00	119.00	-25.50	93.50	52.00	-1,326.00
	155	F&I Pipe w/GB 15" Dia Reinf Conc	LF	35.00	0.00	35.00	15.00	50.00	53.00	795.00
	162	F&I Curb & Gutter Mountable (Type I)	LF	602.00	0.00	602.00	-13.00	589.00	18.00	-234.00
	164	F&I Asphalt Cement PG 58-34	GAL	6,182.00	0.00	6,182.00	-182.00	6,000.00	2.30	-418.60
	165	F&I Sidewalk 4" Thick Reinf Conc	SY	350.00	0.00	350.00	-89.33	260.67	38.00	-3,394.54
	166	F&I Driveway 6" Thick Reinf Conc	SY	125.00	0.00	125.00	44.00	169.00	43.00	1,892.00
	167	Boulevard Grading	SY	2,455.00	0.00	2,455.00	-1,177.50	1,277.50	1.50	-1,766.25
	169	Seeding Type B	SY	2,455.00	0.00	2,455.00	-1,177.50	1,277.50	0.27	-317.93
	170	Mulching Type 1 - Hydro	SY	2,455.00	0.00	2,455.00	-1,177.50	1,277.50	0.32	-376.80
	178	F&I Conductor #6 USE Cu	LF	1,041.00	0.00	1,041.00	-24.00	1,017.00	1.15	-27.60
	179	F&I Innerduct 1.5" Dia	LF	347.00	0.00	347.00	-8.00	339.00	3.65	-29.20
							<b>Alternate - 15th Street Sub Total (\$)</b>			<b>-7,866.12</b>
							<b>Grand Total (\$)</b>			<b>-160,187.90</b>
* NC Items										

<b>Summary</b>	
<b>Source Of Funding</b>	
<b>Net Amount Change Order # 2 (\$)</b>	-160,187.90
<b>Previous Change Orders (\$)</b>	17,265.00
<b>Original Contract Amount (\$)</b>	3,044,771.97



CITY OF FARGO  
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Total Contract Amount (\$) 2,901,849.08

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Completion Date	11/05/2016	Additional Days	0.00	New Completion Date	11/05/2016
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Description

APPROVED *Bob Nelson*  
 For Contractor  
 Dakota Underground Company  
 Title Project Manager

APPROVED DATE

12-11-17  
*B. G. F. D.*

Department Head

Mayor

Attest



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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-16-K1 Type: Negative Final Balancing Change Order #4

Location: 26th Ave S btwn 41st St-30th Ave S Date of Hearing: 12/11/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/18/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Satterlund</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, for Negative Final Balancing Change Order #4 in the amount of \$ -14,702.83, bringing the total contract amount to \$749,088.01.

Staff is recommending approval of Negative Final Balancing Change Order #4.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #4.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #4 in the amount of \$ -14,702.83 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Cass Rural WUD, Infrastructure Funds & Special Assessments

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

	<u>Yes</u>	<u>No</u>
	N/A	
	N/A	
	N/A	

COMMITTEE

Tim Mahoney, Mayor  
 Jim Gilmour, Director of Planning  
 Steve Dirksen, Fire Chief  
 Mark Bittner, Director of Engineering  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 City Engineer  
 Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Brenda E. Derrig, P.E.  
Division Engineer

ATTEST:

C: Kristi Olson



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Improvement District No</b>	BN-16-K1	<b>Change Order No</b>	4
<b>Project Name</b>	Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Conc. Curb & Gutter, Asphalt Pavement & Inclid		
<b>Date Entered</b>	12/7/2017	<b>For</b>	Master Construction Co Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Final Balancing Change Order

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	3	Mulching Type 2 - Straw	SY	3,600.00	0.00	3,600.00	1,600.00	5,200.00	0.27	432.00
Sanitary Sewer	8	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	300.00	0.00	300.00	-85.00	215.00	5.00	-425.00
	10	F&I Pipe SDR 26 - 6" Dia PVC	LF	260.00	0.00	260.00	-1.00	259.00	37.00	-37.00
	11	F&I Pipe SDR 35 - 12" Dia PVC	LF	985.00	0.00	985.00	-1.00	984.00	32.00	-32.00
Storm Sewer	24	F&I Pipe 12" Dia	LF	265.00	0.00	265.00	0.40	265.40	39.00	15.60
	25	F&I Pipe 18" Dia	LF	225.00	0.00	225.00	-2.00	223.00	43.00	-86.00
	26	F&I Pipe 24" Dia	LF	705.00	0.00	705.00	-2.75	702.25	48.00	-132.00
								<b>Sanitary Sewer Sub Total (\$)</b>		<b>-494.00</b>
								<b>Storm Sewer Sub Total (\$)</b>		<b>-202.40</b>
Paving	28	Remove Pavement All Thicknesses All Types	SY	175.00	0.00	175.00	50.00	225.00	15.00	750.00
	33	F&I Edge Drain 4" Dia PVC	LF	2,320.00	0.00	2,320.00	43.00	2,363.00	6.00	258.00
	34	F&I Curb & Gutter Standard (Type II)	LF	2,320.00	0.00	2,320.00	43.75	2,363.75	18.00	787.50
	35	Remove Curb & Gutter	LF	216.00	0.00	216.00	20.00	236.00	10.00	200.00
	36	F&I Sidewalk 4" Thick Reinf Conc	SY	530.00	0.00	530.00	60.33	590.33	43.00	2,594.19
	37	F&I Sidewalk 6" Thick Reinf Conc	SY	61.00	0.00	61.00	-6.56	54.44	50.00	-328.00
	38	F&I Driveway 6" Thick Reinf Conc	SY	50.00	0.00	50.00	4.23	54.23	50.00	211.50



**CITY OF FARGO  
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<b>Paving</b>	40	F&I Aggregate for Asph Pavement FAA 43	TON	2,150.00	0.00	2,150.00	-251.52	1,898.48	42.00	-10,563.84
	41	F&I Asphalt Cement PG 58-34	GAL	29,030.00	0.00	29,030.00	-4,461.46	24,568.54	2.40	-10,707.50
	45	Mulching Type 1 - Hydro	SY	5,950.00	0.00	5,950.00	8,967.00	14,917.00	0.38	3,407.46
	46	Seeding Type B	SY	5,950.00	0.00	5,950.00	-1,098.00	4,852.00	0.38	-417.24
	47	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	232.00	0.00	232.00	-232.00	0.00	10.00	-2,320.00
<b>Signing</b>	50	F&I Engineering Grade	SF	13.50	0.00	13.50	-4.50	9.00	13.00	-16,127.93
	51	F&I Diamond Grade Cubed	SF	18.00	0.00	18.00	4.50	22.50	24.00	108.00
<b>Site Grading</b>	61	Fill - Contractor Supply	CY	8,300.00	2,042.00	10,342.00	164.00	10,506.00	10.00	1,640.00
										1,640.00
<b>Summary</b>										
<b>Source Of Funding</b>										
<b>Net Amount Change Order # 4 (\$)</b>										-14,702.83
<b>Previous Change Orders (\$)</b>										47,684.94
<b>Original Contract Amount (\$)</b>										716,105.90
<b>Total Contract Amount (\$)</b>										749,088.01

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**

**Current Completion Date**  
06/14/2017

**Additional Days**  
0.00

**New Completion Date**  
06/14/2017

**Description**

**APPROVED**

For Contractor

**APPROVED DATE**

Department Head

12-11-17



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Title

CFO

Mayor

Attest

REPORT OF ACTION

**UTILITY COMMITTEE**

59

Project No. ID NR-16-A

Type: Change Order #3 (Final)

Location: Lift Station #48 Rehabilitation

Date of Hearing: 12/14/17

<u>Routing</u>	<u>Date</u>
City Commission	12/18/2017
Project File	_____

Jim Hausauer, Wastewater Utility Director, presented the attached memo and Change Order #3 for Improvement District NR-16-A, which encompassed the rehabilitation of sanitary Lift Station #48 and its associated service area (SA).

The Lift Station 48 SA is a large growth area in SW Fargo that includes the new Sanford Medical Center. Evaluations of the projected wastewater discharges exhibited that LS 48 could not meet the demands of the future growth in the service area, let alone accommodate additional flows from the medical center. The LS 48 SA Improvements included increasing the capacity of the lift station by installing larger pumps, valves and piping as well as installing a backup generator. The SA plan included dividing the service area in two, with half the flow being diverted away from LS 48 to LS 60 through an interconnect located near Brandt Drive.

Change Order #3 (final) is a result of an error found on the final contract amount. Final quantities were not included in the previous pay application prior to processing. The increase included removal and replacement of 8" doweled concrete, seeding, mulch, weed control, inlet protection and storm water management resulting in an increase of \$4,058.

**MOTION:**

On a motion by Terry Ludlum seconded by Troy Hall, the Utility Committee voted to approve Change Order #3 (final) from PKG Contracting for an increase of \$4,058 for Improvement District NR-16-A1.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous X</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner	<u>X</u>			
Mark Bittner, Director of Engineering	<u>X</u>			
Kent Costin, Director of Finance	<u>X</u>			
Brian Ward, Water Plant Superintendent	<u>X</u>			
Don Tucker, Wastewater Plant Supt.				
Bruce Grubb, City Administrator	<u>X</u>			
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Director	<u>X</u>			
Jim Hausauer, Wastewater Utility Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			

ATTEST:   
 \_\_\_\_\_  
 Jim Hausauer  
 Wastewater Utility Director

- C: Mayor Mahoney  
 Commissioner Strand  
 Commissioner Piepkorn  
 Commissioner Grindberg

**MEMORANDUM**

**December 14, 2017**

---

**To: Utility Committee**  
**From: Jim Hausauer, Wastewater Utility Director** *JH*  
**RE: Improvement District #NR-16-A1 (Sanitary Lift Station #48 Rehab)**  
**Change Order #3 (Final) – Contract 1 (PKG)**

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**Background**

The Lift Station #48 service area (LS48SA) includes a large growth area in southwest Fargo that includes the new Sanford Medical Center. Early water and sewer projections for the Sanford Medical Center made it clear that the City needed to evaluate the capabilities of its infrastructure to meet the needs of the new hospital, as well as the area development. In summary, the study concluded that sanitary sewer infrastructure near the Sanford Medical Center was not capable of conveying the estimated flows from the facilities. In recognition of the limitations of the sanitary sewer infrastructure, an assessment of future sewer flows within the LS48SA, excluding the Sanford Medical Center was conducted. In summary, this study concluded that even without the Sanford Medical Center, the projected future flows within the LS48SA would exceed the capacity of LS#48.

**Lift Station #48 Improvements & Sewer Service Area Plan**

The LS 48 rehabilitation included expanding the capacity of the current lift station to accommodate the additional flow that is expected from the new Sanford Hospital as well as the rest of the service area (SA). The improvements include installation of new larger pumps, increasing the size of piping and valves, installation of a flow meter and backup generator. The proposed service area plan will include using a previously installed "interconnect" to essentially split the current LS48SA, into two separate different service areas. A portion of the service area would remain on the LS 48SA, whereas the southern portion of the service area would be diverted to the LS60SA and the 45<sup>th</sup> Street Interceptor.

The LS #48 improvements are funded through the City of Fargo Assessment Policy, with a portion of the costs funded with the 2016 Lift Station Rehab and Renewal Sales Tax Fund 455. The rehab of Lift Station #48 was included in the long term CIP for 2016.

**Change Order #3**

Following approval of the Final Balancing Change Order, an error was found in the final contract amount. This was due to the final quantities not added into the pay application prior to the processing of the change order. This resulted in an increase of quantities for removal and replacement of 8" doweled concrete, seeding, mulch, weed control, inlet protection and storm water management which resulted in an overall increase of \$4,058, leaving the overall contract amount of \$546,084.56

**Recommended Motion**

Approve the attached Change Order #3 (Final) from PKG Contracting for Project NR-16-A1 for an increase of \$4,058.



November 22, 2017

Jim Hausauer, REHS  
 Wastewater Utility Director  
 City of Fargo  
 Wastewater Treatment Plant  
 3400 Broadway North  
 Fargo, ND 58102

**Re: Change Order No. 3  
 Lift Station No. 48 Expansion and Sewer Service Area Improvements  
 City of Fargo Project #NR-16-A1**

Dear Jim:

Enclosed please find three (3) copies of Change Order No. 3 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

**Item #1 Revised Balancing Change Order:** Following the approval of the Balancing Change Order, an error was found in the final contract amount. This was due to final quantities not being added into the pay application prior to the processing of the change order. This resulted in an increase of quantities for removal & replacement of 8-inch doweled concrete, seeding, mulch, weed control, inlet protection and stormwater management, which resulted an overall increase to the contract amount of \$4,058.00.

The cost Impact to Change Order No. 3 is presented below in Table 1.

*Table 1: Change Order No. 3 Cost Impact*

<u>Item</u>	<u>Cost</u>
Rem & Repl Pavement 8" Thick Doweled Conc	\$ 3,538.00
Inlet Protection – Existing Inlet	\$ 135.00
Seeding Type B	\$ 25.00
Mulching Type 1 – Hydro	\$ 30.00
Weed Control Type B	\$ 250.00
Stormwater Management	\$ 80.00
<b>Total for Change Order No. 3</b>	<b>\$ 4,058.00</b>

Upon the City of Fargo's acceptance of Change Order No. 3 please sign and date the three original copies. Retain one copy for your records and return the remaining two copies to AE2S. AE2S will forward one copy to PKG Contracting, Inc. and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Page 592  
Page 2 of 2

November 22, 2017

Re: Change Order No. 3

Lift Station No. 48 Expansion and Sewer Service Area Improvements

City of Fargo Project #NR-16-A1

Page 2 of 2

Sincerely,

AE2S

A handwritten signature in black ink, appearing to read "JL Strombeck". The signature is written in a cursive, somewhat stylized font.

Jacob Strombeck, PE  
Project Manager

Enclosures:

- 1) Final Pay Application Quantities.



# Change Order

## No. 3

Date of Issuance: November 22, 2017 Effective Date: November 22, 2017

<b>Project:</b> Lift Station No. 48 Expansion and Sewer Service Area Improvements	<b>Owner:</b> City of Fargo	<b>Owner's Contract No.:</b> NR-16-A1
<b>Contract:</b> Contract No. 1 – General Construction		<b>Date of Contract:</b> May 09, 2016
<b>Contractor:</b> PKG Contracting		<b>Engineer's Project No.:</b> P00803-2014-025

The Contract Documents are modified as follows upon execution of this Change Order:

**Description:**

Included is a revised balancing change order for the close out of Lift Station No. 48. This is due to an error was found in the final quantities calculated for this project.

**Attachments:** None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>515,498.00</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>October 31, 2016</u> Ready for final payment (days or date): <u>November 30, 2016</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :  \$ <u>26,528.56</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial completion (days): <u>November 18, 2016</u> Ready for final payment (days): <u>May 31, 2017</u>
Contract Price prior to this Change Order:  \$ <u>542,026.56</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>November 18, 2016</u> Ready for final payment (days or date): <u>May 31, 2017</u>
Increase of this Change Order:  \$ <u>4,058.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>N/A</u>
Contract Price incorporating this Change Order:  \$ <u>546,084.56</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>November 18, 2016</u> Ready for final payment (days or date): <u>May 31, 2017</u>

RECOMMENDED:  
By: [Signature]  
Engineer (Authorized Signature)

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)

Date: 11/21/17

Date: \_\_\_\_\_

Date: 11-22-2017

Approved by Funding Agency (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_



**ENTERPRISE DEPARTMENT  
PAY ESTIMATE SHEET**

<b>Improvement District No.</b>	NR-16-A1
<b>Project Name</b>	Lift Station No. 48 Expansion & Sewer Service Area Improvements
<b>Type</b>	Lift Station Repl/Rehab
<b>Description</b>	Lift Station No. 48 Service Area - General Construction
<b>Pay Estimate Number</b>	7 - FINAL
<b>From Date</b>	06/21/2017
<b>To Date</b>	10/26/2017
The Honorable Board of City Commissioners	
Dear Commissioners,	
Be advised that PKG Contracting Inc has performed the work to date shown on this statement	

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)	
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)		
<b>Miscellaneous</b>											
1	Modify Lift Station	LS	1.00	355,498.00	1.00	355,498.00	0.00	0.00	1.00	355,498.00	100.00
2	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	70.00	180.00	67.00	12,060.00	0.00	0.00	67.00	12,060.00	95.71
3	F&I Manhole 4' Dia Reinf Conc	EA	1.00	6,200.00	1.00	6,200.00	0.00	0.00	1.00	6,200.00	100.00
4	Install Interior Drop	EA	1.00	2,800.00	1.00	2,800.00	0.00	0.00	1.00	2,800.00	100.00
5	Plug Pipe 12" Dia	EA	1.00	500.00	1.00	500.00	0.00	0.00	1.00	500.00	100.00
6	Bypass Pumping	LS	1.00	28,000.00	1.00	28,000.00	0.00	0.00	1.00	28,000.00	100.00
7	F&I Bollards	EA	6.00	450.00	6.00	2,700.00	0.00	0.00	6.00	2,700.00	100.00
8	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	35.00	113.00	31.00	3,503.00	0.00	0.00	31.00	3,503.00	88.57
9	F&I Impressioned 4" Thick Reinf Conc	SY	15.00	163.00	32.00	5,216.00	0.00	0.00	32.00	5,216.00	213.33*



**ENTERPRISE DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)		
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
10	Rem & Repl Curb & Gutter	LF	55.00	40.00	110.50	4,420.00	0.00	110.50	4,420.00	200.91*
11	Remove Curb & Gutter	LF	35.00	70.00	35.00	2,450.00	0.00	35.00	2,450.00	100.00
12	F&I Edge Drain 4" Dia PVC	LF	55.00	7.00	24.00	168.00	0.00	24.00	168.00	43.64
13	Subgrade Preparation	SY	595.00	3.00	484.00	1,452.00	0.00	484.00	1,452.00	81.34
14	F&I Woven Geotextile	SY	595.00	4.00	484.00	1,936.00	0.00	484.00	1,936.00	81.34
15	F&I Class 5 Agg - 8" Thick	SY	595.00	11.00	484.00	5,324.00	0.00	484.00	5,324.00	81.34
16	Rem & Repl Pavement 8" Thick Doweled Conc	SY	250.00	122.00	181.00	22,082.00	29.00	210.00	25,620.00	84.00
17	Remove Pavement All Thicknesses Asph	SY	300.00	9.30	303.00	2,817.90	0.00	303.00	2,817.90	101.00
18	F&I Pavement 8" Thick Reinf Conc	SY	300.00	87.00	303.00	26,361.00	0.00	303.00	26,361.00	101.00
19	Rem & Repl Driveway 8" Thick Reinf Conc	SY	45.00	173.00	45.00	7,785.00	0.00	45.00	7,785.00	100.00
20	Traffic Control - Type 1	LS	1.00	3,000.00	1.00	3,000.00	0.00	1.00	3,000.00	100.00
21	F&I Detection In-Ground Loop	EA	1.00	9,000.00	1.00	9,000.00	0.00	1.00	9,000.00	100.00
22	Remove Fence	LF	200.00	9.50	200.00	1,900.00	0.00	200.00	1,900.00	100.00
23	Inlet Protection - Existing Inlet	EA	2.00	135.00	1.00	135.00	1.00	2.00	270.00	100.00
24	Paint Epoxy Line 4" Wide	LF	200.00	13.50	410.00	5,535.00	0.00	410.00	5,535.00	205.00*
25	Seeding Type B	SY	50.00	1.00	25.00	25.00	25.00	50.00	50.00	100.00
26	Mulching Type 1 - Hydro	SY	50.00	6.00	45.00	270.00	5.00	50.00	300.00	100.00
27	Weed Control Type B	SY	50.00	10.00	25.00	250.00	25.00	50.00	500.00	100.00
28	Stormwater Management	LS	1.00	160.00	0.50	80.00	0.50	1.00	160.00	100.00
29	Extra - SanitarySewer	LS	1.00	23,777.41	1.00	23,777.41	0.00	1.00	23,777.41	100.00



**ENTERPRISE DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity Unit Price (\$)		Previous		Current		To Date		Percentage Complete(%)
		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
30 Additional Class 5 material to correct poor soil conditions	LS	1.00	10,781.25	0.00	0.00	1.00	10,781.25	1.00	10,781.25	100.00
		<b>Miscellaneous Sub Total</b>		<b>535,245.31</b>			<b>14,839.25</b>		<b>550,084.56</b>	
<b>Summary</b>										
<b>1. Original Contract Amount</b>										\$ 515,498.00
<b>2. Net Change by Change Order</b>										\$ 23,777.41
<b>3. Contract Amount To Date</b>										\$ 539,275.41
<b>4. Total Work Completed</b>										\$ 550,084.56
<b>5. Hold Amount</b>										\$ 0.00
<b>6. Hold Release</b>										\$ 0.00
<b>7. Material on Hand (Payment)</b>										\$ 0.00
<b>8. Material on Hand (Recovery)</b>										\$ 0.00
<b>9. Total amount before Retainage</b>										\$ 550,084.56
<b>10. Retainage (4.87%)</b>										\$ 26,762.26
<b>11. Total Less Retainage (9-10)</b>										\$ 523,322.30
<b>12. Retainage Release</b>										\$ 26,762.26
<b>13. Adjustments</b>										\$ -4,000.00
Deductions (Note 2.B. of SIB's allowed for 45 day lane closure allowance - 53 day actual closure (8 days x \$500/day))										-4,000.00
<b>14. Total Due to Date</b>										\$ 546,084.56
<b>15. Less Previous Payments</b>										\$ 504,483.05
<b>16. Amount allowed Pay Estimate # 7 - FINAL</b>										\$ 41,601.51



**ENTERPRISE DEPARTMENT  
PAY ESTIMATE SHEET**

WorkFlow History							
Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator, Division Head, Project Manager	10/26/2017	tknakmuhs	StageInitialized			
Draft	Administrator, Division Head, Project Manager	10/26/2017	tknakmuhs	Complete			
Completed	Administrator, Department Head, Division Head	10/26/2017	tknakmuhs	StageInitialized			

REPORT OF ACTION

UTILITY COMMITTEE



Project: ID # BN-17-B1

Type: Change Order #4

Location: 19<sup>th</sup> Avenue North

Date of Hearing: 12/14/2017

<u>Routing</u>	<u>Date</u>
City Commission	12/18//2017
Project File	

Jim Hausauer, Wastewater Utility Director, presented attached memo and Change Order #4 for Improvement District (ID) BN-17-B1. This ID consists of new construction of underground utilities, paving, site grading and streetlights along 19<sup>th</sup> Avenue N from 45<sup>th</sup> Street to I-29. This project also contained a FEMA HMGP component associated with the Broadway Interceptor SSO Reduction Project, which was designed to reduce hazards associated with sanitary sewer overflows & backups along Broadway. An interconnect was installed adjacent to 19<sup>th</sup> Ave. N that will allow wastewater staff to divert flows from the West Side Interceptor to the 45<sup>th</sup> Street Interceptor creating the ability to divert wet weather flows directly to the lagoons.

Change Order #4 is related to the FEMA Funded HMGP grant and consists of the following:

- The existing 24" sanitary sewer invert elevation was different from the plan set. In order to connect the 24" PVC pipe to manhole SS-2, additional materials were needed and an existing water main was in conflict with the sewer line and needed to be relocated.
- During construction it was decided that the daily flow be directed through the 24" overflow pipe. The contractor needed to remove 40 linear feet of 30" steel casing to access the 24" pipe.
- The existing 36" RCP pipe under 19<sup>th</sup> Avenue was in poor condition due to K2S deterioration. City staff reviewed the condition of the pipe and determined that the RCP be replaced with PVC.


The total cost of Change Order #4 was \$89,255.45 with the City of Fargo responsible for \$13,388.32 as per the FEMA funding formula of 75% Federal, 10% State and 15% Local.

**MOTION:**

On a motion by Kent Costin, seconded by Terry Ludlum, the Utility Committee voted to approve Change Order #4 for Improvement District BN-17-B1 from Master Construction for \$89,255.45.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>	<u>X</u>
					<u>X</u>
					<u>Proxy</u>
Anthony Gehrig, City Commissioner	<u>X</u>				
Mark Bittner, Director of Engineering	<u>X</u>				
Kent Costin, Director of Finance	<u>X</u>				
Brian Ward, Water Plant Supt.	<u>X</u>				
Don Tucker, Wastewater Plant Supt.					
Bruce Grubb, City Administrator	<u>X</u>				
Scott Liudahl, City Forester					
Terry Ludlum, Solid Waste Utility Director	<u>X</u>				
Jim Hausauer, Wastewater Utility Director	<u>X</u>				
Troy Hall, Water Utility Director	<u>X</u>				
Ben Dow, Public Works Operations Director	<u>X</u>				

ATTEST:

  
 \_\_\_\_\_  
 Jim Hausauer  
 Wastewater Utility Director

C: Mayor Mahoney  
 Commissioner Strand  
 Commissioner Piepkorn  
 Commissioner Grindberg

**MEMORANDUM**

December 14, 2017

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**To:** Utility Committee  
**From:** Jim Hausauer, Wastewater Utility Director *JA*  
**Re:** Improvement District BN-17-B1 – Change Order #4  
West Side Interceptor Interconnect

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**Background**

If you recall, the City of Fargo was approved for FEMA Hazard Mitigation Grant Program (HMGP) funding for project DR-1981-ND-9R (Broadway Interceptor SSO Reduction Project). The HMGP funding that was available consisted of 85% project grant funds for the City, with a funding formula of 75% Federal, 10% State, and 15% Local.

The Broadway SSO Reduction Project will reduce hazards associated with sanitary sewer overflows and sanitary sewer backups within the Broadway Interceptor Service Area caused by wet weather conditions and river flooding. To accomplish this reduction in hazards, the project will include three main components:

1. **Structure Improvements:** This will include modifications to sanitary Lift Station (LS) #1, LS #2, and the West Side Interceptor Overflow Improvements.
2. **Broadway Relief Force Main:** This will include the construction of 22,000' of relief force main from LS #1 & LS #2 and will convey wet weather flows to the WWTP or wastewater stabilization ponds (WWSP).
3. **WWTP Effluent Force Main Rehabilitation:** This will include the rehab of 2,000 ft of the existing 30" ductile iron Effluent Force Main from the WWTP to the stabilization ponds.

The Broadway HMGP Project has been divided into multiple segments (12) with some installed in conjunction with previously scheduled projects (water main replacement & street rehab) and some led by the Wastewater Utility.

**ID BN-17-B**

Improvement District BN-17-B1 consists of new construction of underground utilities, paving, site grading, and streetlights along 19<sup>th</sup> Avenue North from 45<sup>th</sup> Street to I-29. The HMGP portion of this project consists of the installation of an overflow structure that will allow wastewater staff the ability to divert wastewater flows from the West Side Interceptor to the 60" gravity line associated with the 45<sup>th</sup> Street Interceptor. At this point, wet weather flows can be diverted to the lagoons via Lift Station #61.

**Change Order #4**

The interceptor design was revised after bids were opened as follows:

- The existing 24" sanitary sewer invert elevation was different from the plan. In order to connect the existing 24" PVC pipe to manhole SS-2, two additional 22 degree bends were needed. When the new manhole was installed, the existing water main and sanitary sewer pipes were in conflict, which required the water main to be relocated.
- The existing sanitary overflow system consisted of a primary 36" RCP pipe and a 24" PVC pipe that was five feet higher in elevation. During construction, it was decided to use the 24" PVC overflow pipe to maintain flows in the system. The contractor then had to remove 40 linear feet of 30" steel casing pipe to access the 24" PVC pipe. In addition, to make the connection additional fittings and PVC pipe were required.
- The existing 36" RCP pipe under 19<sup>th</sup> Avenue N was in poor condition due to H2S deterioration. City staff reviewed the pipe condition and determined the mainline pipe should be replaced from RCP to PVC.

All additional costs on this change order will be allocated to the Hazard Mitigation Grant Fund Program (HMGP).

The HMGP funding formula is as follows:

<b>Amount</b>	<b>Federal (75%)</b>	<b>State (10%)</b>	<b>City (15%)</b>
\$89,255.45	\$66,941.59	\$8,925.55	\$13,388.32

Note: As per the HMGP Funding formula, the City of Fargo will be responsible for \$13,388.32 and is funded with Wastewater Infrastructure Sales Tax Fund 455.

Your consideration in this matter is greatly appreciated.

**Recommended Motion**

Approve attached Change Order #4 for Improvement District BN-17-B1 from Master Construction for an increase of \$89,255.45



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

Improvement District No **BN-17-B1** Change Order No **4**  
 Project Name **Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Paving, Street Lighting & Incid**  
 Date Entered **12/7/2017** For **Master Construction Co Inc**

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Change Order # 4 - Interceptor Sanitary Overflow

The sanitary sewer interceptor overflow design was revised after project bids were opened. The following changes / construction constraints were experienced during the installation process: The existing 24" sanitary sewer invert elevation was different from plan. In order to connect the existing 24" PVC pipe to manhole SS-2, two additional 22 degree bends were needed. In addition, when the new manhole was installed the existing water main and sanitary sewer pipes were in conflict which required the water main to be relocated. Existing manhole SS-2 was upgraded to an F&I Manhole Type E Reinf Conc to fit all the pipes.

The existing sanitary overflow system consisted of a primary 36" RCP pipe and a 24" PVC pipe that was five feet higher in elevation. During the construction process it was decided to use the 24" PVC overflow pipe to maintain flows in the system. With this change the contractor had to remove 40 linear feet of 30" steel casing pipe to access the 24" PVC pipe. In addition to make the connection additional fittings and PVC pipe were required.

The existing mainline 36" RCP pipe under 19th Avenue North was in poor condition due to sulfuric gas deterioration. City staff reviewed the pipe condition and determined that since we are working in this intersection the mainline pipe should be replaced from RCP to PVC. This change in plan had the following additional items: 86 linear feet with GB, connect pipe to existing pipe and an additional 7' foot manhole.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
West Side Sanitary Overflow	157	F&I Manhole Type E Reinf Conc	EA	2.00	0.00	2.00	2.00	1.00	33,500.00	33,500.00
	172	Connect Pipe to Exist Pipe	EA	0.00	0.00	0.00	0.00	1.00	9,879.20	9,879.20
	173	Relocate Water Main 12" Dia	EA	0.00	0.00	0.00	0.00	1.00	6,754.11	6,754.11
	174	Remove Pipe All Sizes All Types	LF	0.00	0.00	0.00	40.00	40.00	30.00	1,200.00
	175	F&I Pipe w/GB SDR 26 - 36" Dia PVC	LF	0.00	0.00	0.00	86.00	86.00	215.00	18,490.00
	176	F&I Manhole 6' Dia Reinf Conc	EA	0.00	0.00	0.00	0.00	1.00	7,800.00	7,800.00
	177	F&I Pipe SDR 26 - 24" Dia PVC	LF	0.00	0.00	0.00	21.00	21.00	120.00	2,520.00
	178	F&I Fittings Ductile Iron	LB	0.00	0.00	0.00	1,535.00	1,535.00	3.00	4,605.00
	179	Connect Pipe to Exist Structure	EA	0.00	0.00	0.00	1.00	1.00	4,507.14	4,507.14
	<b>West Side Sanitary Overflow Sub Total (\$)</b>									<b>89,255.45</b>

**Summary**  
**Source Of Funding** Sales Tax Funds - Wastewater - 455



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

<b>Net Amount Change Order # 4 (\$)</b>	89,255.45
<b>Previous Change Orders (\$)</b>	91,691.99
<b>Original Contract Amount (\$)</b>	6,605,449.60
<b>Total Contract Amount (\$)</b>	6,786,397.04

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**

<b>Description</b>	<b>Current Completion Date</b>	<b>Additional Days</b>	<b>New Completion Date</b>
<b>APPROVED</b>	06/18/2018	0.00	06/18/2018

**APPROVED**

For Contractor

Title

PROJECT MANAGER

Department Head

Mayor

Attest



1572 45th St NW  
 Fargo ND, 58102  
 701-237-4950

INVOICE TO:

City of Fargo  
 200 3rd St. N  
 Fargo, ND 58102

CONTACT:

DESCRIPTION OF WORK:

CONNECT PIPE TO EXISTING PIPE

Labor/ Equipment

Line Item	EQUIPMENT DESCRIPTION (Make, Model)		Rental Rate Per Hour w/	HOURS	TOTAL
1	EXCAVATOR	CAT 349 BACKHOE	\$200.00	8	\$1,600.00
2	EXCAVATOR	CAT 323 BACKHOE	\$160.00	8	\$1,280.00
3	Front End Loader	JOHN DEERE 644K	\$160.00	8	\$1,280.00
4	Skidsteer	Skidsteer - Bobcat	\$95.00	8	\$760.00
6	FOREMAN	ERICH	\$75.00	8	\$600.00
7	Laborer	BRANDON/ DEVIN/ MIKE	\$45.00	24	\$1,080.00
8	OPERATORS	JOEY/ BRANDON	\$50.00	16	\$800.00

\$7,400.00

Materials

Line Item	MATERIAL DESCRIPTION	MATERIAL COST	QUANTITY	TOTAL
1	STEEL BEAMS	\$625.00	1	\$625.00
2	MANHOLE BASE	\$380.00	1	\$380.00
3	DSG (SEE ATTACHED)	\$949.05	1	\$949.05

Total Cost=	\$1,954.05
Sales Tax =	\$146.55
Total with Sales Tax =	\$2,100.60
Markup 25%=	\$525.15
Total Material with Markup=	\$2,479.20

Total Amount \$9,879.20

INVOICE DATE	INVOICE NO.
9/20/17	D325397

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DAKOTA SUPPLY GROUP  
SDS 12-2439  
PO BOX 86  
MINNEAPOLIS, MN 55486-2439  
701-237-9440



CHARGE

DATE ORDERED	DATE SHIPPED	PICK TICKET NO.	WRITTEN BY	CUSTOMER PURCHASE ORDER NO.	JOB NAME
9/15/17	9/20/17	D325397	JSA	EXTRA	BN-17-B1

SOLD TO: 11611

MASTER CONST CO  
PO BOX 788  
FARGO, ND

SHIP TO:

Customer Pickup  
ERIC

58107

	DESCRIPTION	QUANTITY ORDERED	UNIT	QUANTITY B/O	QUANTITY SHIPPED	UNIT PRICE	PER	AMOUNT	
1	/81304321376 #106-3636 W/ASR COUPLING	000000	EA	0	3	949.05	EA	<del>1,898.10</del> 2,847.15	
YOUR BUSINESS IS APPRECIATED. PLEASE CALL IF WE CAN BE OF ASSISTANCE. THANK YOU.									
								2,847.15	
SUBTOTAL								1,898.10	
OTHER								.00	
7.500 TAX								142.36	
DLV	.00	LEB	.00	RESTOCK	.00	MSC	.00	FRT	.00
SHIPPED VIA		SHIPPED FROM		DUE DATE		INVOICE TOTAL			
Pickup		COUNTER- FARGO WATER EQU		10/25/17		2,040.46		3,060.69	

# MASTER

FARGO • BISMARCK • DICKINSON ND

1572 45th St NW  
Fargo ND, 58102  
701-237-4950

INVOICE TO:

City of Fargo  
200 3rd St. N  
Fargo, ND 58102

CONTACT:

DESCRIPTION OF WORK:

CONNECT EXISTING PIPE TO NEW

Labor/ Equipment

Line Item	EQUIPMENT DESCRIPTION (Make, Model)		Rental Rate Per Hour w/	HOURS	TOTAL
1	EXCAVATOR	CAT 349 BACKHOE	\$200.00	2	\$400.00
2	EXCAVATOR	CAT 323 BACKHOE	\$160.00	2	\$320.00
3	Front End Loader	JOHN DEERE 644K	\$160.00	2	\$320.00
4	Skidsteer	Skidsteer - Bobcat	\$95.00	2	\$190.00
6	FOREMAN	ERICH	\$75.00	2	\$150.00
7	Laborer	BRANDON/ DEVIN/ MIKE	\$45.00	6	\$270.00
8	OPERATORS	JOEY/ ZACH	\$50.00	4	\$200.00

\$1,850.00

Materials

Line Item	MATERIAL DESCRIPTION	MATERIAL COST	QUANTITY	TOTAL
1	DSG (SEE ATTACHED)	\$1,047.15	2	\$2,094.30

Total Cost= \$2,094.30

Sales Tax = \$157.07

Total with Sales Tax = \$2,251.37

Markup 25%= \$562.84

Total Material with Markup= \$2,657.14

Total Amount \$4,507.14

INVOICE DATE	INVOICE NO.
9/26/17	D346149

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DAKOTA SUPPLY GROUP  
 SDS 12-2439  
 PO BOX 86  
 MINNEAPOLIS, MN 55486-2439  
 701-237-9440



DATE ORDERED	DATE SHIPPED	PICK TICKET NO.	WRITTEN BY	CUSTOMER PURCHASE ORDER NO.	JOB NAME
9/25/17	9/26/17	D346149	JSA	BN17B1	BN-17-B1

SOLD TO: 11611

MASTER CONST CO  
 PO BOX 788  
 FARGO, ND

SHIP TO:

Customer Pickup  
 4557 15th Ave North

58107

	DESCRIPTION	QUANTITY ORDERED	UNIT MSR	QUANTITY B/O	QUANTITY SHIPPED	UNIT PRICE	PER	AMOUNT	
1	/B1304329531 3117-0024 24" 22 BEND  YOUR BUSINESS IS APPRECIATED. PLEASE CALL IF WE CAN BE OF ASSISTANCE. THANK YOU.	000000	2 EA	0	2	1047.15	EA	2,094.30	
SUBTOTAL								2,094.30	
OTHER								.00	
7.500 TAX								157.08	
DLV .00 LBR .00 RESTOCK .00 MSC .00 FRT .00									
SHIPPED VIA	SHIPPED FROM	DUE DATE		INVOICE TOTAL					
Pickup	COUNTER- FARGO WATER EQU	11/25/17		2,251.38					



1572 45th St NW  
 Fargo ND, 58102  
 701-237-4950

INVOICE TO:

City of Fargo  
 200 3rd St. N  
 Fargo, ND 58102

CONTACT:

**DESCRIPTION OF WORK:**

RELOCATE WATER MAIN 16"

Labor/ Equipment

Line Item	EQUIPMENT DESCRIPTION (Make, Model)		Rental Rate Per Hour w/	HOURS	TOTAL
1	EXCAVATOR	CAT 349 BACKHOE	\$200.00	6	\$1,200.00
2	EXCAVATOR	CAT 323 BACKHOE	\$160.00	6	\$960.00
3	Front End Loader	JOHN DEERE 644K	\$160.00	6	\$960.00
4	Skidsteer	Skidsteer - Bobcat	\$95.00	6	\$570.00
6	FOREMAN	ERICH	\$75.00	6	\$450.00
7	Laborer	BRANDON/ DEVIN/ MIKE	\$45.00	18	\$810.00
8	OPERATORS	JOEY/ ZACH	\$50.00	12	\$600.00

\$5,550.00

Materials

Line Item	MATERIAL DESCRIPTION	MATERIAL COST	QUANTITY	TOTAL
1	DSG (SEE ATTACHED)	\$949.05	1	\$949.05

Total Cost= \$949.05  
 Sales Tax = \$71.18  
 Total with Sales Tax = \$1,020.23  
 Markup 25%= \$255.06  
 Total Material with Markup= \$1,204.11

Total Amount \$6,754.11 ✓

INVOICE DATE	INVOICE NO.
11/08/17	D450635

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DAKOTA SUPPLY GROUP  
SDS 12-2439  
PO BOX 86  
MINNEAPOLIS, MN 55486-2439  
701-237-9440



CHARGE

DATE ORDERED	DATE SHIPPED	PICK TICKET NO.	WRITTEN BY	CUSTOMER PURCHASE ORDER NO.	JOB NAME
11/02/17	11/08/17	D450635	JSA	EXTRA	BN-17-B1

SOLD TO: 11611

SHIP TO:

MASTER CONST CO  
PO BOX 788  
FARGO, ND

Customer Pickup  
SCOTT

58107

	DESCRIPTION	QUANTITY ORDERED	UNIT MSR	QUANTITY BVO	QUANTITY SHIPPED	UNIT PRICE	PER	AMOUNT
1	/81304366368 #106-3636 W/ASR COUPLING	000000	1 EA	0	1	949.05	EA	949.05
<p>YOUR BUSINESS IS APPRECIATED. PLEASE CALL IF WE CAN BE OF ASSISTANCE. THANK YOU.</p>								
SUBTOTAL								949.05
OTHER								.00
7.500 TAX								71.18
DLV	.00 LBR	.00 RESTOCK	.00 MSC	.00 FRT	.00			
SHIPPED VIA		SHIPPED FROM		DUE DATE		INVOICE TOTAL		
Pickup		COUNTER- FARGO WATER EQU		12/25/17		1,020.23		





1572 45th St NW  
Fargo ND, 58102  
701-237-4950

INVOICE TO: City of Fargo  
200 3rd St. N  
Fargo, ND 58102

CONTACT:

Labor/ Equipment		DESCRIPTION OF WORK:			
Line Item	ITEM	QUANTITY	UNIT	PRICE	TOTAL
1	F&I 24" SDR 26	21.00	LF	\$120.00	\$2,520.00 ✓
2	F&I FITTINGS DUCTILE IRON	1535.00	LBS	\$3.00	\$4,605.00 ✓

F&I 24" SDR 26

Total Amount \$7,125.00



1572 45th St NW  
 Fargo ND, 58102  
 701-237-4950

INVOICE TO: City of Fargo  
 200 3rd St. N  
 Fargo, ND 58102  
  
CONTACT:

Labor/ Equipment		DESCRIPTION OF WORK:			REMOVE 30" STEEL CASING
Line Item	ITEM	QUANTITY	UNIT	PRICE	TOTAL
1	REMOVE STEEL CASING	40.00	LF	\$30.00	\$1,200.00

Total Amount \$1,200.00 ✓



INVOICE DATE	INVOICE NO.
9/27/17	D353072

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DAKOTA SUPPLY GROUP  
 SDS 12-2439  
 PO BOX 86  
 MINNEAPOLIS, MN 55486-2439  
 701-237-9440



CHARGE

DATE ORDERED	DATE SHIPPED	PICK TICKET NO.	WRITTEN BY	CUSTOMER PURCHASE ORDER NO.	JOB NAME
9/27/17	9/27/17	D353072	JSA	BN17B1	BN-17-B1

SOLD TO: 11611

MASTER CONST CO  
 PO BOX 788  
 FARGO, ND

58107

SHIP TO:

MASTER CONST CO  
 BN-17-B1 19TH AVE N  
 19TH AVE N (45TH ST TO I-29)  
 FARGO, ND

58102

	DESCRIPTION	QUANTITY ORDERED	UNIT MSR	QUANTITY B70	QUANTITY SHIPPED	UNIT PRICE	PER	AMOUNT
1	HYMAX16 16" HYMAX COUPLING 17.10-19.20 TOTAL PIPING SOLUTIONS INC	136637	1 EA	0	1	971.10	EA	971.10
YOUR BUSINESS IS APPRECIATED. PLEASE CALL IF WE CAN BE OF ASSISTANCE. THANK YOU.								
<b>SUBTOTAL</b>								971.10
OTHER								.00
7.500 TAX								72.84
DLV	.00 LBR	.00 RESTOCK	.00 MSC	.00 FRT	.00			
SHIPPED VIA		SHIPPED FROM		DUE DATE		INVOICE TOTAL		
CITY TRUCK		WAREHOUSE-FARGO WATER EQU		11/25/17		1,043.94		



1572 45th St NW  
Fargo ND, 58102  
701-237-4950

INVOICE TO: City of Fargo  
200 3rd St. N  
Fargo, ND 58102

CONTACT:

Labor/ Equipment DESCRIPTION OF WORK: 36" SANITARY SEWER W/ GRAVEL BACKFILL

Line Item	ITEM	QUANTITY	UNIT	PRICE	TOTAL
1	36" SANITARY SEWER W/ GRAVEL BACKFILL	86.00	LF	\$215.00	\$18,490.00 ✓

Total Amount \$18,490.00



FARGO • BISMARCK • DICKINSON ND

1572 45th St NW  
Fargo ND, 58102  
701-237-4950

INVOICE TO: City of Fargo  
200 3rd St. N  
Fargo, ND 58102

CONTACT:

Labor/ Equipment DESCRIPTION OF WORK: F&I MANHOLE 6' DIA

Line Item	ITEM	QUANTITY	UNIT	PRICE	TOTAL
1	F&I MANHOLE 6' DIA	1.00	EA	\$7,800.00	\$7,800.00 ✓

Total Amount \$7,800.00

(1)

November 1, 2017

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. SN-16-C1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, November 1, 2017, for Shared Use Path & Incidentals, Improvement District No. SN1-6-C1, located between 38<sup>th</sup> and 42<sup>nd</sup> Street South and along 38<sup>th</sup> Street South.

The bids were as follows:

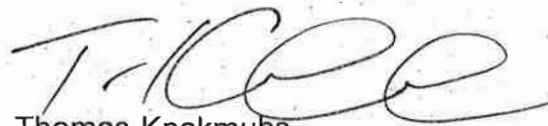
Master Construction Co., Inc.	\$232,690.00
A J Construction	\$249,171.50
Key Contracting, Inc.	\$274,356.00
Opp Construction, LLC	\$311,752.50
Ti-Zack Concrete, Inc.	\$319,790.00
Paras Contracting, Inc.	\$323,364.80

Engineer's Estimate	\$277,260.00
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The special assessment escrow is not required.

This office recommends award of the contract to Master Construction Co., Inc. in the amount of \$232,690.00 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs  
Division Engineer

TAK/klo



**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # SN-16-C1**

**Shared Use Path & Incidentals**

Between 38th and 42nd St S and along 38th St S

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and  
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Shared Use Path & Incidentals Improvement District # SN-16-C1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Miscellaneous</b>				
1 Traffic Control - Type 1	LS	1.00	1,500.00	1,500.00
2 F&I Flexible Delineator	EA	2.00	75.00	150.00
3 Topsoil - Strip & Spread	LS	1.00	75.00	75.00
4 Inlet Protection - Existing Inlet	EA	6.00	175.00	1,050.00
5 Temp Construction Entrance	EA	3.00	800.00	2,400.00
			<b>Miscellaneous Total</b>	<b>5,175.00</b>
<b>Paving</b>				
6 F&I Shared Use Path 4" Thick Reinf Conc	SY	3,383.00	45.00	152,235.00
7 Remove Curb & Gutter	LF	35.00	15.00	525.00
8 Remove Pavement 10" Thick Conc	SY	120.00	20.00	2,400.00
9 F&I Curb & Gutter Standard (Type II)	LF	215.00	30.00	6,450.00
10 F&I Median Nose - Conc	SY	10.00	150.00	1,500.00
11 F&I Det Warn Panels Cast Iron	SF	92.00	50.00	4,600.00
12 F&I Impressioned 4" Thick Reinf Conc	SY	57.00	125.00	7,125.00
13 F&I Sidewalk 6" Thick Reinf Conc	SY	27.00	50.00	1,350.00
14 Seeding Type B	SY	12,500.00	0.40	5,000.00
15 Fill - Import	CY	100.00	20.00	2,000.00
16 Mulching Type 1 - Hydro	SY	12,500.00	0.40	5,000.00
			<b>Paving Total</b>	<b>188,185.00</b>
<b>Signing</b>				
17 F&I Sign Assembly	EA	2.00	75.00	150.00
18 F&I Sign Assembly & Anchor	EA	3.00	60.00	180.00
19 F&I Diamond Grade Cubed	SF	32.00	25.00	800.00
			<b>Signing Total</b>	<b>1,130.00</b>
<b>Pavement Markings</b>				
20 F&I Grooved Plastic Film 24" Wide	LF	120.00	70.00	8,400.00
21 Paint Epoxy Message	SF	15.00	120.00	1,800.00
			<b>Pavement Markings Total</b>	<b>10,200.00</b>
<b>Traffic Signals</b>				
22 F&I Foundation Type V	EA	3.00	900.00	2,700.00
23 Relocate Signal Standard Type V	EA	1.00	800.00	800.00
24 Remove Base	EA	1.00	500.00	500.00
25 F&I Flashing Beacon Ped Solar	EA	2.00	12,000.00	24,000.00
			<b>Traffic Signals Total</b>	<b>28,000.00</b>
			<b>Total Construction in \$</b>	<b>232,690.00</b>
			Engineering	11.00 %
			Legal & Misc	7.00 %
			Contingencies	10.00 %
			Administration	6.00 %
				25,595.90
				16,288.30
				23,269.00
				13,961.40





**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # SN-16-C1**

**Shared Use Path & Incidentals**

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Interest	4.00 %	9,307.60
<b>Total Estimated Costs</b>		<b>321,112.20</b>
Special Assessments		321,112.20
<b>Unfunded Costs</b>		<b>0.00</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 11/01/2017

Tom Knakmuhs

Division Engineer

