

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at 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.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, February 10, 2020).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Applications for Games of Chance:
 - a. North Central Turfgrass Association for a raffle on 2/26/20.
 - b. Gigi's Playhouse Fargo for a raffle on 3/6/20; Public Spirited Resolution.
 - c. St. Joseph's School for a raffle on 3/21/20.
 - d. St. Mary's Cathedral for a raffle on 5/3/20.
- 2. Negative Final Balancing Change Order No. 2 in the amount of -\$576.00 for Project No. TP-19-B1.
- 3. Settlement Agreement and Mutual Release of Claims (Amendment #1) with Master Construction Co., Inc.
- 4. Bid award for Professional Services for Project No. MS-19-H1.
- 5. Receive and file a report of City investment holdings as of 12/31/19.
- 6. Mural Agreement with Catie Miller.
- 7. Amendment to Purchase of Service Agreement with ND Department of Human Services for mobile outreach program.
- 8. Memorandum of Understanding with Sanford Medical Center Fargo.
- 9. Resolution Approving Plat of Progressive Retail Center Addition.
- 10. Proposal from Rebuilding Together for the redevelopment of 1015, 1019, 1023 and 1027 13th Avenue South.
- 11. Request for Bids for Public Facility Improvements at the Gladys Ray Homeless Shelter
- 12. Resolution Establishing Application and Approval Process and Eligibility Criteria for Civil Asset Forfeiture.
- 13. Application for Appropriation from Civil Asset Forfeiture Fund for a two-year subscription to tip411.

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2. Application for Appropriation from Civil Asset Forfeiture Fund for Fargo Police Department Crimes against Children Unit Evidence Storage Server.
15. Bid award for aggregate materials, concrete, asphalt and emulsified asphalt (RFP20012).
 16. License Agreement with the Park District of the City of Fargo (primitive trail).
 17. License Agreement with the Park District of the City of Fargo (biking trail).
 18. Bid award for fuel purchase for the 3rd and 4th quarters of 2020 (RFV20010).
 19. Amendment to Contract No. 38180972A with the NDDOT.
 20. Contract and bond for Project No. UR-19-E1.
 21. Bills.
 22. Change Order Nos. 15 and 16 for an increase in the amount of \$27,597.51 for Improvement District No. BR-18-A1.
 23. Joint Powers Agreement with Cass Rural Water Users District for the 64th Avenue South water main (Improvement District No. BN-20-C1).
 24. Bid award for Improvement District Nos. BR-20-C1 and BR-20-E1.
 25. Create Improvement District No. PR-20-E.

REGULAR AGENDA:

26. In-lieu payment from Prairie St. John's for the planting of 40 new trees in Island Park and the surrounding area.
27. Public Hearings - 5:15 pm:
 - a. CONTINUE to 3/9/20 – Section 5307 Federal Transportation Administration Grant Preliminary Program of Projects for 2020.
 - b. WITHDRAWN - Application filed by 3 Kings Lounge LLC d/b/a 3 Kings Lounge for a Class "CW" Alcoholic Beverage License to be located at 21 18th Street South; continued from the 1/27/20 Regular Meeting.
 - c. Application filed by STL of North Dakota, Inc. d/b/a Target Wine and Spirits for a Class "B-Limited" Alcoholic Beverage License to be located at 4202 13th Avenue Southwest.
 - d. Special Assessments for Sewer Repairs.
 - e. CONTINUE to 3/9/20 - Alley Vacation of the alley between Lot 12, Block 26 and a part of Lot 7 and all of Lots 8-12, Block 25, Roberts Second Addition (1001 NP Avenue North and 28 10th Street North); approval recommended by the Planning Commission on 7/2/19; continued from the 8/12/19, 8/26/19, 10/21/19, 11/18/19, 12/16/19, 1/27/20 and 2/10/20 Regular Meetings.

Page 3 28. Request for Tax Increment Financing (TIF) for a project to be located at 703, 705 and 711 10th Avenue North.

29. Appointments to the Airport PEC.

30. Applications for property tax exemptions made to buildings:
- a. Bill J. and Denise M. Duke, 419 9th Avenue South (5 year).
 - b. Jean C. Voorhees, 319 Broadway North, Unit 306 (5 year).
 - c. DC Rehab LLC, 1146 2nd Street North (5 year).
 - d. Russell L. Forsman, 1202 11th Avenue North (5 year).

31. Spring Flood Update:

- a. Bid award for flood fight materials (RFP20044).

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.



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2019)

Application for: ☒ Local Permit * ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to North Central Turfgrass Association		Date(s) of Activity to 2/26/2020		For a raffle, provide drawing date(s): 02/26/2020	
Person Responsible for the Gaming Operation and Disbursement of Net Income Sam Bauer		Title Ex Director		Business Phone Number (904) 271-0250	
Business Address P.o. Box 10823		City Fargo		State ND	Zip Code 58106-xxxx
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Holiday Inn		Site Address 3803 13th Avenue South			
City Fargo		State ND	Zip Code 58103-xxxx	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> 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
Raffle	Cash	\$300.00			
Raffle	Cash	\$100.00			
Raffle	Cash	\$50.00			
Raffle	Shotgun	\$850.00			
Total:					(Limit \$40,000 per year) \$ 1,300.00

Intended uses of gaming proceeds: Medical expenses for the Sam Davis family, collegiate scholarships

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-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 \$40,000 per year.

Signature of Organization or Group's Top Official 	Date 2/11/2020	Title Executive Director	Business Phone Number (904) 271-0250
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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2019)

Application for: ☒ Local Permit * ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to St. Joseph's School	Date(s) of Activity 3/6/2020 to 3/21/2020	For a raffle, provide drawing date(s): March 21, 2020	
Person Responsible for the Gaming Operation and Disbursement of Net Income Andrew Hilliker	Title Principal	Business Phone Number 218-233-0553	
Business Address 1005 2nd Ave S	City Moorhead	State MN	Zip Code 56560
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Avalon Events Center	Site Address 2525 9th Ave S		
City Fargo	State ND	Zip Code 58103	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> 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
Raffle	\$1,500 Wimmers Diamond Certificate	\$1,500			
Total:					(Limit \$40,000 per year) \$ 1,500

Intended uses of gaming proceeds: Proceeds will be used to support the work being done at St. Joseph's School - this is part of our fundraising efforts.

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-826-9240.

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes - If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-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 \$40,000 per year.

Signature of Organization or Group's Top Official <i>Andrew Hilliker</i>	Date 2-18-2020	Title Principal	Business Phone Number 218-233-0553
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(2)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TP-19-B1

Type: Negative Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 2/18/2020

RoutingDate

City Commission

2/24/2020

PWPEC File

X

Project File

Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding Negative Final Balancing Change Order #2 in the amount of \$-576.00, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of \$-576.00, bringing the total contract amount to \$73,396.20.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to S & S Landscaping.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-576.00, bringing the total contract amount to \$73,396.20 to S & S Landscaping.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Sales Tax

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 50% escrow deposit required


Yes	No
	N/A
	N/A
	N/A

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<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"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Scott Olson, Project Manager

Date: February 2, 2020

Re: Project No. TP-19-B1 – Negative Final Balancing Change Order #2

Background:

Project No. TP-19-B1 is for tree planting to enhance appearance along three corridors:

1. 32nd Avenue South from 45th Street to Veterans Boulevard.
2. 64th Avenue South from University Drive to 25th Street.
3. 13th Avenue South from 38th Street to 45th Street.

Attached is the Negative Final Balancing Change Order in the amount of -\$576.00 for the project. Please refer to the attached FBCO, which reconciles the measured quantities with those estimated for the contract.

Original Contract:	\$ 77,257.20
Changer Order #1:	\$ - 3,285.00
FBCO Amount:	<u>\$ - 576.00</u>
Total Contract:	\$ 73,396.20

Recommended Motion:

Approve the Final Balancing Change Order #2 in the amount of -\$576.00 to S&S Landscaping.

SEO
Attachment

C: Tom Knakmuhs



**CITY OF FARGO
FORESTRY/ENG DEPARTMENT
CHANGE ORDER REPORT**

Project No	TP-19-B1	Change Order No	2
Project Name	Tree Planting & Incidentals		
Date Entered	2/6/2020	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 (\$)
Tree Planting	5	F&I Wood Barrier Geotextile	SY	135.00	0.00	135.00	-16.00	119.00	36.00	-576.00
Tree Planting Sub Total (\$)										-576.00

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)	-576.00
Previous Change Orders (\$)	-3,285.00
Original Contract Amount (\$)	77,257.20
Total Contract Amount (\$)	73,396.20

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/15/2019	11/14/2019	0.00	0.00	10/15/2019	11/14/2019

Description

APPROVED

For Contractor


Grant Kauer

APPROVED DATE

Department Head

 2/6/2020
2/19/2020



CITY OF FARGO
FORESTRY/ENG DEPARTMENT
CHANGE ORDER REPORT

Title	Mayor
	Attest

3

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Amendment #1 to Settlement Agreement
& Mutual Release of ClaimsLocation: 43rd ½ Street North

Date of Hearing: 2/18/2020

RoutingCity Commission
PWPEC File
Project FileDate2/24/2020
X
Tom Knakmuhs

The Committee reviewed a communication from Assistant City Engineer, Tom Knakmuhs, regarding an Amendment to the Settlement Agreement and Mutual Release of Claims.

On August 12, 2019, the City of Fargo entered into an Agreement with Master Construction for the repairs caused by a large stockpile of material located east of the right of way on a privately owned material storage property. While performing the work it was discovered that additional underground utilities were damaged and would need to be repaired. The additional work, along with the fall weather conditions, did not allow Master Construction to complete the work in the timeframe originally called for in the Agreement. Amendment #1 extends the project completion to June 1, 2020 and adds Schlanser Properties, LLP as a party to the Agreement.

Staff is recommending approval of Amendment #1.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Amendment #1 to the Settlement Agreement and Mutual Release of Claims with Master Construction and Schlanser Properties, LLP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #1 to the Settlement Agreement and Mutual Release of Claims.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

Yes	No
	N/A
	N/A
	N/A


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)

COMMITTEE

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, City Engineer
Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<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"/>	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Tom Knakmuhs, Assistant City Engineer

Date: February 11, 2020

Re: Amendment #1 to Settlement Agreement and Mutual Release of Claims

Background:

In the fall of 2017, approximately 350 feet of 43rd ½ Street North, including the underlying infrastructure, was damaged due to a large stockpile of material located east of the right-of-way on a privately owned material storage property. The stockpile caused the roadway to heave and damaged and/or offset the storm sewer, sanitary sewer, and water main.

On August 12, 2019, the City of Fargo entered into an Agreement with Master Construction for the repairs caused by the stockpile. While performing the work it was discovered that additional underground utilities were damaged and would need to be repaired. This additional work, along with the fall weather conditions, did not allow Master Construction to complete the work in the timeframe originally called for in the Agreement. Amendment #1 would extend the project completion to June 1, 2020 and add Schlanser Properties, LLP as a party to the Agreement.

Recommended Motion:

Approve Amendment #1 to the Settlement Agreement and Mutual Release of Claims.

TAK/klb
Attachments

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

For and in consideration of the mutual agreements and covenants described below, and enter into this Settlement Agreement and Mutual Release of Claims ("Agreement"), Master Construction Co., Inc., a North Dakota corporation (hereafter "Master" or "Contractor") and the city of Fargo, North Dakota, a municipal corporation (hereafter "City" or "Fargo") hereby agree as follows.

RECITALS

A. Master owns property located at 4361 3rd Avenue North, Fargo, ND, legally described as follows:

Lots 1 thru 9, Block 6A of a Replat of Lots 12 and 13, Block 3 and Lots 18, 19, 20 and 30, 31, 32, 33, Block 4 of E.G. Clapp's First Addition less the platted Lucken Addition.

Hereafter "Property."

B. Master agrees and understands that as a result of its activities on the above identified Property, including but not limited to excessive stockpiling of material, there occurred a rotational shift resulting in disturbance to the City infrastructure adjacent to the property at 43 ½ Street North. The road surface, curb and gutter heaved, and the water, sanitary and storm sewer infrastructure were damaged by Master's conduct beyond repair, necessitating replacement of the same in the area identified in Exhibit A attached hereto.

C. Master secured the services of Braun Intertec to prepare a Geotechnical Evaluation Report analyzing the stockpile stability and impacts by providing subsurface information at the site and geotechnical recommendations for repair and future use of the Master property, limiting further disturbance to the street and utilities. A draft of the Braun Intertec report was provided dated October 31, 2018, pending payment from Master for finalization.

D. The Braun Intertec report conclusively finds that the road and infrastructure failure were a result of Master's stockpiling activities.

E. Subject to and as addressed with greater specificity in the terms and conditions set forth below, Master and the City now desire to settle any and all disputes that relate to the damage Master caused to the City infrastructure.

AGREEMENT

1. **Consideration by the Parties.** In consideration for all of the terms and conditions of this Settlement Agreement, the parties agree that Master shall pay the sum of (1) \$1,470.00, as reimbursement for the Traffic Control measures provided by 3D

specialties, Inc.; and (2) \$28,150.73, which sum represents 11% of the Engineer's Estimate for the work necessary to repair the damaged City infrastructure, in addition to \$7,677.47, which sum represents 3% for legal and miscellaneous expenses (for a total payment of \$35,828.20). This Settlement Payment shall be made by Certified Check made payable to the City of Fargo, in advance of commencement of any work contemplated in this agreement. Master must also fully compensate Braun Intertec for the work completed in the amount of \$10,697, and deliver to City a fully executed, final report before moving forward with the settlement agreement terms.

2. Specifications, Plans and Stakes. City agrees Master may complete the work as identified in the Engineer's Preliminary Estimates for Project BR-19-B1, attached hereto as Exhibit 2, namely Sanitary Sewer, Storm Sewer, Street Reconstruction and Incidentals. The parties agree that the work shall be done in strict conformity to the plans, profiles and Standard Specifications for Construction and to the exact lines and grades as defined by the City Engineer.

Master shall complete the work agreed to herein on or before September 20, 2019. Substantial Completion shall be no later than September 20, 2019. Final Completion will be 30 days after Substantial Completion.

Master further understands and agrees that additional issues that may be discovered during the time of the corrective repairs that could not have been anticipated at the time of design are Master's responsibility to repair, at the direction of the City Engineer or an authorized representative, at no additional cost to the City.

3. Inspection. All materials furnished by Master are subject to the inspection and approval of the City Engineer or an authorized representative at all times during the progress of the work, and until the final completion of the same. Master shall allow sufficient time to enable the City Engineer or an authorized representative to make the proper tests and inspection. As soon as the materials are tested and inspected, the Contractor shall immediately remove all rejected materials from the work and to such a point distant there from as the City Engineer or authorized representative may require. No materials shall be used before being inspected and approved by the City Engineer or authorized representative. Failure of the City Engineer or authorized representative to condemn or reject inferior materials or work does not imply acceptance of the same should their inferiority become evident at any time.

Master shall furnish at its own expense such labor as may be required to enable a thorough inspection and culling of all materials.

4. Obstruction, Guard and Contractor's Liability. Master shall follow Section 4100 of the Standard Specifications for Construction in all cases to maintain a safe passageway at all road crossings, crosswalks and street intersections, and shall do all other things necessary to prevent accidents or loss of any kind, and shall save the City harmless forever from any and all damages, costs, and expenses resulting from the

neglect or failure of the Contractor in the performance of this Contract, to properly protect the public and employees from injury to person or property.

5. Property Liable to Damages. Master shall be liable for any and all damage to public and private utilities, including but not limited to, water, gas, steam or other pipes, flumes, poles or conduits or other property owned by any person or corporation. Contractor shall have ten (10) days following notice from the City to repair or replace the damaged property. After ten (10) days City may arrange for such repairs or replacements to be made as necessary and deduct from any sum or sums due or to become due Contractor under this Contract the cost thereof.

Master shall be responsible for all survey irons and monuments, and if disturbed they will be replaced by a Registered Land Surveyor of the State of North Dakota, at Master's own expense.

Master is responsible for damage to any underground or overhead piping, wiring, or other utility property occurring during any excavation or construction by Contractor. Master, before commencing any excavation or construction, shall locate the previously mentioned underground property by contacting the following:

ND One Call1-800-795-0555

6. Cleaning Up. Immediately upon the completion of the work on each block, the Contractor shall at their cost and expense, clean up and remove all refuse materials of every kind resulting from the work. If Contractor fails to clean up and remove refuse within twenty-four (24) hours after having been notified by the City Engineer or authorized representative, the work may be done by the City and the cost thereof charged to the Contractor.

7. Orders. Whenever the Contractor is not present on any part of the work where it may be necessary to give instructions, orders may be given by the City Engineer or authorized representative to the superintendent or foreman who may have charge of the particular work in question, and such orders shall be obeyed.

8. Defective Work. Master, upon being so directed by the City Engineer or authorized representative, shall suspend, remove or reconstruct, or make good without charge any work which they may consider to be defectively executed.

9. Competent Workers to be Employed. Master shall provide and have at all times a competent Superintendent in charge of the overall Project who will be personally available at the site of the work within 24 hours' notice. This Superintendent may be either the Contractor himself or a responsible employee who has been authorized to act in the Contractor's behalf. This individual shall be fully authorized to:

(a) Conduct all business with the subcontractors.

- (b) Negotiate and execute all Contract change orders or directly coordinate with the Contractor on such matters.
- (c) Execute the orders and directions of the Engineer or authorized representative without delay.
- (d) Promptly supply the materials, equipment, tools, labor, and incidentals necessary for prosecution of the work.

At all times while work is actually being performed, the Contractor shall have at the site of the work a competent individual who is:

- (a) Authorized and fully capable of managing, directing, and coordinating the work in progress.
- (b) Thoroughly experienced in the type of work being performed.
- (c) Capable of reading and thoroughly understanding the Plans and Specifications.
- (d) Authorized to receive instructions from the Engineer or authorized representative.

If this individual is an employee of someone other than Master, Master shall notify the City Engineer or authorized representative as to who will act in the supervisory capacity stated above. This individual and the Superintendent having overall responsibility for the Project may be one and the same person if constantly available in person on the Project and fully qualified in all other respects.

If any person employed by Master appears incompetent, disorderly, or disobedient to the City Engineer or authorized representative, they shall be discharged immediately upon request of the City Engineer or authorized representative and shall not again be employed upon the work without the consent of the City Engineer or authorized representative.

10. Failure to Pay for Labor and Materials. If Master fails to pay laborers, or for materials used, the City shall have no responsibility to make such payments, and Master shall be immediately deemed in breach of this Agreement. City shall then be entitled to terminate the Agreement and take appropriate and timely steps, in its sole discretion, to complete the work.

Master agrees to secure signed acknowledgements wherein such laborers, subcontractors and suppliers explicitly state their understanding that they are contracting directly with Master Construction, and that they understand and agree that the City does not guarantee or assure payment for the labor and/or materials supplied. Such acknowledgement shall be in a form substantially similar to attachment "A" hereto, for each and every laborer, subcontractor or supplier providing goods and services to Master for the work to be completed in accordance with this agreement.

11. Defective Work. Master, upon being so directed by the City Engineer or authorized representative, shall suspend, remove or reconstruct, or make good without charge any work which they may consider to be defectively executed.

12. Subletting. Master shall not assign or sublet the whole or any portion of the work (except for the supply of materials, equipment and tools) without first obtaining the written consent of the City Engineer. Consent given does not release Master from responsibility. Master shall be held accountable the same as if no consent had been given. Master is required to give its personal attention to the work.

13. Performance Bond. Master agrees to secure and file a performance bond with the City Auditor in a sum equal to the full amount of the Engineer's Estimate. Said bond shall be executed by Master as principal and a surety company authorized to do business in the State of North Dakota as surety.

The bond shall be made payable to the City and shall be conditioned on Master's full and faithful performance of the work Master agrees to complete herein. In the event of default, the bond shall be taken and held to be fixed and liquidated damages in favor of the City and the full amount thereof may be recovered from Master and its sureties in an action by the City against them on their bonds. If the City Commission shall at any time deem the bond of the Contractor insufficient, either in form or sufficiency of sureties, it may require Master to furnish a new bond. Said bond to be approved by the City Commission, within such reasonable time as the City Commission may fix and if Master shall fail to furnish such new bond within the time required after notice to do so, the Contract shall be cancelled and the Contractor's bond shall be liable the same as if the Contractor had failed to perform the Contract.

14. Insurance. Master shall secure insurance against hazards as enumerated herein. All policies shall be with companies satisfactory to the City and in amount and form as specified.

All certificates of insurance shall be on an acceptable form, and the said certificate shall state that ten (10) days written notice will be given to the City before the policy is cancelled or changed.

Master will not be permitted to start any construction under the terms of this Agreement until a certificate of all insurance as required herein is filed with the City.

Public Liability and Property Damage. Contractor shall provide public liability and property damage insurance against risks resulting from the following:

- A. Operations of Contractor;
- B. Operations of Subcontractors (contingent);
- C. Completed operations;
- D. Contractual Liability (broad form); and
- E. Property damage liability including:
 - 1. Damage due to blasting;
 - 2. Damage due to collapse;

3. Damage to underground facilities; and
4. Broad form property damage:
 - a. Premises and operations
 - b. Contractual

The liability limits of said insurance shall be as follows:

A. Bodily Injury

1. \$1,000,000 each person
2. \$1,000,000 each occurrence
3. \$2,000,000 aggregate

B. Property Damage

1. \$1,000,000 each occurrence
2. \$1,000,000 aggregate
3. \$2,000,000 aggregate (property damage auto)

Automobile Liability. The Contractor shall provide automobile liability insurance covering operation of all vehicles which are either hired, owned, or non-owned as follows:

A. Bodily Injury

1. \$1,000,000 each person
2. \$1,000,000 each occurrence

B. Property Damage Liability

1. \$1,000,000 each occurrence

Workmen's Compensation. The Contractor shall be insured against liability for injury to employees in accordance with the laws of the State of North Dakota. A coverage certificate shall be furnished to the City prior to the commencement of any work.

15. Laws and Ordinances to be Observed. Master agrees and understands it must abide by all applicable laws.

16. Indemnity. Master shall indemnify the City against all claims, damages, suits, actions and expenses, including reasonable attorney's fees to the property of the City of any person, caused by Master's negligence in carrying out or attempting to carry out this Agreement, and from claims made by laborers or others for injury sustained by reason of Master's negligence, its servants or employees, in the performance or attempted performance of this Agreement. Master shall further City from damages sustained by

depositing materials to public injury or to the injury of any person or corporation, or resulting from the use of any patented material, implement or process which may be employed in executing the work under this Agreement, including costs and expense of defense. City will notify Master of the bringing of suit in such cases, and be permitted to defend the same.

17. Warranty. Master guarantees the work will remain in good condition for the period of one (1) year from the date of completion, ordinary wear excepted. Master understands and agrees it is financially responsible for any repairs necessary to maintain the work in good condition within one year from completion, ordinary wear excepted.

18. Special Assessment Waiver of Protest and Amount. Public Improvements, including water mains, sewers, storm sewers, paving, curb and gutter and other Public Improvements enumerated in N.D. Cent. Code Section 40-22-01 will be constructed pursuant to this Agreement. Special assessments may be levied and assessed against the Property in the event the work is not completed in a timely manner and in accordance with City Standards and Specification. Master hereby waives the right to protest, if any, the resolution of necessity for any Public Improvements in accordance with N.D. Cent. Code Section 40-22. Further, Master consents to the construction of the Public Improvements and to the assessment of the costs against the Property. Owner further waives the right to protest the amount of benefit levied against the Property for the Public Improvements.

19. Waiver of Rights Under N.D.C.C. § 9-13-02. The parties agree that the release provisions in paragraphs 3 and 4 above include a release of all unknown and unsuspected claims. Further, the parties specifically and expressly waive all rights pursuant to § 9-13-02 of the North Dakota Century Code, which provides:

§ 9-13-02. Extension to Known Claims. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

20. Attorneys' Fees and Costs. In any action relating to or arising out of the enforcement of this Agreement, City shall be entitled to recover its reasonable attorneys' fees and reasonable costs from Master.

21. Stockpile Restrictions. Master agrees that the maximum ground elevation of 904 feet within 100 feet of the west property line shall be attained and maintained on its Property. From 100 feet east of the west property line to the east property line the stockpile can have a maximum elevation of 920 feet. This assumes that the side slopes of the pile will not be steeper than 1 1/2H:1V.

These pile requirements must be met prior to the start of any repair work within the ROW.

Master shall prepare a Deed Restriction detailing these use restrictions satisfactory to City and record the same.

22. Governing Law, Forum, and Jurisdiction. This Agreement shall be governed by the laws of the state of North Dakota. The Parties consent to the personal jurisdiction of the state courts located in Cass County, state of North Dakota in connection with any controversy that arises out of or in any way relates to this Settlement Agreement. The parties further agree that any litigation arising out of or relating to this Settlement Agreement shall be venued exclusively in Cass County, state of North Dakota.

23. Admission of Liability. By executing this Agreement, Master understands and agrees that this Agreement constitutes an admission of liability, fault or wrongdoing, and that it is solely responsible for the damages caused by its actions to the City roadway and infrastructure.

24. Voluntary Nature of Agreement. The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

25. Entire Agreement. The terms of this Agreement supersede and terminate all prior oral and written agreements and communications between the parties.


26. Execution in Counterparts. The parties agree that this Settlement Agreement may be executed by facsimile or email and in counterparts, all of which shall constitute one instrument and shall be deemed to be an original.

27. Authority. Each party signing this Settlement Agreement represents and warrants that the person signing this Agreement on its behalf has the full authority to bind that party to the terms of this Settlement Agreement.


28. Recording. The parties agree and understand that a Memorandum of this Agreement and a Deed Restriction may be recorded as to the Property.

Dated: Aug 12, 2019.

City of Fargo, a North Dakota municipal corporation

By: 
Timothy J. Mahoney, M.D., Mayor

Attest:

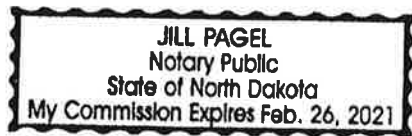

Steve Sprague, City Auditor

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

On this 12 day of August, 2019, before me, a notary public in and for said county and state, personally appeared Timothy J. Mahoney, M.D. and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL) Gui Pagad

Notary Public
Cass County, ND



Settlement Agreement and Mutual Release of Claims (Amendment #1)

On or about August 12, 2019, for good and valuable consideration Master Construction Co., Inc., a North Dakota corporation (hereafter "Master" or "Contractor") and the city of Fargo, North Dakota, a municipal corporation (hereafter "City" or "Fargo") entered into a Settlement Agreement and Mutual Release of Claims ("Agreement"), a copy of which is attached hereto as Exhibit A. The following amendment, and addition of Schlanser Properties, LLP as a contracting party, is hereby agreed to by the parties to the Agreement, and further Schlanser Properties, LLP consents and agrees to be bound by the terms of the Settlement Agreement and Mutual Release of Claim Agreement.

Now therefore, for good and valuable consideration hereby acknowledged, the parties agree to this Amendment #1 to the Agreement as follows:

1. The parties understand and agree that Schlanser Properties, LLP owns the property located at 4361 3rd Avenue North, Fargo, ND, legally described as follows:

Lots 1 thru 9, Block 6A of a Replat of Lots 12 and 13, Block 3 and Lots 18, 19, 20 and 30, 31, 32, 33, Block 4 of E.G. Clapp's First Addition less the platted Lucken Addition.

Hereafter "Property."

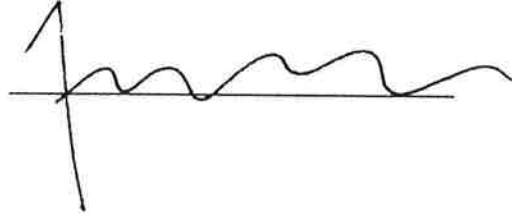
2. Special Assessment Waiver of Protest and Amount. Public Improvements, including water mains, sewers, storm sewers, paving, curb and gutter and other Public Improvements enumerated in N.D. Cent. Code Section 40-22-01 will be constructed pursuant to this Agreement. Special assessments may be levied and assessed against the Property in the event the work is not completed in a timely manner and in accordance with City Standards and Specification. Schlanser Properties, LLP hereby waives the right to protest, if any, the resolution of necessity for any Public Improvements in accordance with N.D. Cent. Code Section 40-22. Further, Schlanser Properties, LLP consents to the construction of the Public Improvements and to the assessment of the costs against the Property. Owner further waives the right to protest the amount of benefit levied against the Property for the Public Improvements.
3. Specifications, Plans and Stakes. City agrees Master may complete the work as identified in the Engineer's Preliminary Estimates for Project BR-19-B1, attached to the Agreement as Exhibit 2, namely Sanitary Sewer, Storm Sewer, Street Reconstruction and Incidentals. The parties agree that the work shall be done in strict conformity to the plans, profiles and Standard Specifications for Construction and to the exact lines and grades as defined by the City Engineer.
4. Master shall complete the work agreed to herein on or before June 1, 2020. Substantial Completion shall be no later than June 1, 2020. Final Completion will be 30 days after Substantial Completion.

5. Master further understands and agrees that additional issues that may be discovered during the time of the corrective repairs that could not have been anticipated at the time of design are Master's responsibility to repair, at the direction of the City Engineer or an authorized representative, at no additional cost to the City.

Dated: 1/2, 2020.

Master Construction Co., Inc., a North Dakota corporation

By:



STATE OF NORTH DAKOTA

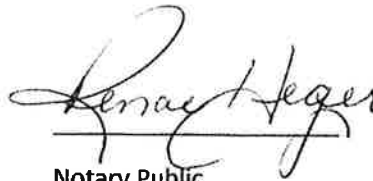
)

) ss.

COUNTY OF CASS

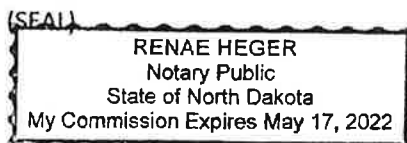
)

On this 2nd day of JANUARY, 2020, before me, a notary public in and for said county and state, personally appeared FRED SEILANSER, PRESIDENT of Master Construction Co., Inc., a North Dakota corporation, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



Notary Public

Cass County, ND



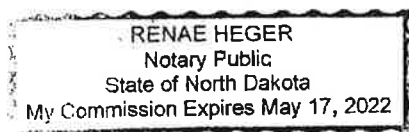
By:

)

)

Kenneth Heger

(SEAL)



Dated: _____, 2020.

City of Fargo, a North Dakota municipal corporation

By: Timothy J. Mahoney, M.D., Mayor

Attest:

Steve Sprague, 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 Timothy J. Mahoney, M.D. and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public

(SEAL)

Cass County, ND

REPORT OF ACTION
CONSULTANT SELECTION COMMITTEE
PROFESSIONAL SERVICES

(4)

Date of Hearing: January 21, 2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>2/24/2020</u>
Consultant File	<u> </u>
Project File	<u> X </u>
Petitioners	<u> </u>
Selection Committee	<u> X </u>

Proposals Received for:

2020 Digital Orthophoto, Color Aerial Photography, LiDAR Contour Mapping and
 Planimetric Updates
 Project No. MS-19-H1

Proposals were received from the following consultants:

Quantum Spatial
 Ayres Associates
 Fugro
 Merrick & Company
 Surdex Corporation
 Aero Geometrics
 EagleView

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

	<u>Points</u>
1. Understanding of project objectives	20
2. Technical and management approach to project	25
3. Past performance on other projects	20
4. Response of references	15
5. Expertise of the technical and professional staff assigned to the project	20

Following review of the proposals, the Selection Committee met to jointly rank the firms for selection of the preferred consultants. The Committee then tabulated Committee member proposal rankings.

Based on the tabulated ranking, the Committee then interviewed the top three firms which were Quantum Spatial, Fugro and Ayres Associates. After the interviews the committee selected Quantum Spatial as the preferred consultant for the project.

RECOMMENDED MOTION:

Concur with consultant selection and recommend contract award for Professional Services for the 2020 Digital Orthophoto, Color Aerial Photography, LiDAR Contour Mapping and Planimetric Updates, Project No. MS-19-H1.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Brad Anderson, Moorhead GIS Manager	<u>X</u>	<u>X</u>		
Daryl Masten, Fargo GIS Manager	<u>X</u>	<u>X</u>		
Travis Genty, West Fargo GIS Manager	<u>X</u>	<u>X</u>		
Kay Anderson, Cass County GIS Manager	<u>X</u>	<u>X</u>		
Mark Sloan, Clay County Information Service Director	<u>X</u>	<u>X</u>		



Daryl Masten
GIS Manager

AGREEMENT

FOR

PROFESSIONAL SERVICES

Between

Quantum Spatial

and

The City of Fargo, ND

(Fargo Project MS-19-H1)

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D - Certification of Restriction on Lobbying E - Debarment or

Suspension Certification

Revision: 1

January 22, 2020

Agreement for Professional Services

This Client Agreement for Professional Services ("**Agreement**") is made by and between Quantum Spatial and the City of Fargo, ND ("**Client**").

Client desires to obtain professional services for the "**Project**" described on Attachment A and the parties wish to set forth the terms and conditions for performance of these services.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article 1 - Quantum Spatial's Services and Personnel

- 1.1 Quantum Spatial agrees to perform the services described in **Attachment A ("Statement of Services, Project Schedule, Deliverables & Additional Services")**. Upon notification to proceed, Quantum Spatial shall promptly commence and diligently continue the services to completion in compliance with Attachment A, except as may be otherwise provided herein.
- 1.2 Quantum Spatial's services shall be performed in a manner consistent with the care and skill exercised by professionals practicing in the same locality and specialty under similar conditions subject to the time limits and financial and physical constraints imposed on Quantum Spatial's services by Client. There are no warranties, express or implied, including, without limitation and to the extent they may be applicable, the implied warranty of "merchantability" and "fitness for a particular purpose," which extend beyond the description in this Agreement.
- 1.3 Quantum Spatial shall endeavor to follow and comply with federal, state and local government laws, rules, regulations, codes and ordinances. Quantum Spatial shall be responsible for completeness and accuracy of its services and shall correct its errors or omissions at its own expense. Should Client become aware of errors or omissions in the services or should Client otherwise become dissatisfied with the services, Client shall give prompt written notice to Quantum Spatial so that Quantum Spatial may take measures to minimize the consequences of such condition, and thereafter allow a reasonable time for correction by Quantum Spatial.

Revision: 1

January 22, 2020

- 1.4 Warranties for machinery, equipment, and the like procured or furnished by Quantum Spatial shall be limited to those provided by the suppliers or manufacturers.
- 1.5 Quantum Spatial shall promptly pay, when due, taxes, excises, license fees directly applicable and chargeable to the services it performs under this Agreement. Quantum Spatial shall take out and keep current municipal, county, state or federal licenses required to perform the services.
- 1.6 Client and Quantum Spatial agree to work together, and with other members of the project team, on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. Client shall endeavor to promote harmony and cooperation among Client, Quantum Spatial, and other members of the project team.

Article 2 - Compensation

- 2.1 Client shall pay Quantum Spatial for its basic services as provided in **Attachment B ("Payment")**. If changes to the scope of services or requests for additional services cause an increase or decrease in Quantum Spatial's services, an equitable adjustment shall be made to Quantum Spatial's compensation under Article 3 and this Agreement shall be modified in writing accordingly.

Article 3 - Changes to Scope of Work, Suspension

- 3.1 Upon reasonable written notice, Client may request that Quantum Spatial perform other additional services or make changes to the scope of services. Such changes or additions may include the work required to evaluate such a request. Except where time is of the essence (in which case changes or additions may be authorized verbally and later confirmed in writing), Quantum Spatial and Client shall agree in writing to the exact nature of the change or addition prior to its implementation. This writing, when signed by both parties, shall constitute an authorization for changes or additions and shall contain a description of the services, the commencement date and expected completion date for the services, and any special conditions applicable to the services.
- 3.2 If changes or additions cause an increase or decrease in Quantum Spatial's services, the parties shall in good faith attempt to reach a written agreement adjusting Quantum Spatial's compensation in an equitable manner.

- 3.3 Client may at any time, by written notice to Quantum Spatial, suspend further performance of the services by Quantum Spatial. Upon receiving notice of suspension, Quantum Spatial shall promptly suspend performance of the services to the extent specified. During the period of a suspension, Quantum Spatial shall care for and protect its services in progress. For a period of ninety (90) days, consecutive or in the aggregate, Client may withdraw the suspension of performance of the services as to all or part of the suspended services by written notice to Quantum Spatial specifying the effective date and scope of withdrawal. Quantum Spatial shall then resume performance of the services for which the suspension was withdrawn.
- 3.4 An equitable adjustment shall be made to Quantum Spatial's compensation under Attachment B and to any scheduling or deliverable dates justified by the suspension or withdrawal of suspension, and this Agreement shall be modified in writing accordingly.
- 3.5 If Quantum Spatial disagrees with a request by Client for a noncompensable correction of defects or errors or omissions in the services, then in addition to or in lieu of the other provisions of this Agreement, Quantum Spatial may invoice Client for additional compensation in performing the services and the Dispute Resolution procedures of Article 14 shall apply to such invoiced amounts.
- 3.6 Both Quantum Spatial and Client will do their best good faith effort to complete the aerial acquisition in the spring of 2020. If the Client decides that the environmental conditions are not acceptable for the acquisition, then the spring of 2020 flight will be postponed until the spring of 2021. The contract and agreed upon compensation will carry over to the spring of 2021. In such event, if the Client decides that the environmental conditions are not acceptable for the aerial acquisition in the spring of 2021, the Client will notify Quantum Spatial of Client's decision and this contract will then be deemed terminated and canceled with neither party having any further obligation to the other.

Article 4 - Technical and Contractual Representatives

- 4.1 Authorized representatives of Client and Quantum Spatial are:

Client:

Quantum Spatial:

Technical: Daryl R. Masten

Technical: Miles Strain

Contractual: Ron Gronneberg

Contractual: Kirk Contrucci

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- 4.2 Modifications or amendments required or permitted under this Agreement should be made in writing by the Contractual Representatives, and technical directions and communications concerning the services should be made by the Technical Representatives. Change of an authorized representative should be made in writing.

Article 5 - Client Responsibilities

- 5.1 Client's representatives as identified in Article 4 above shall have, respectively, authority to act for Client in all things pertaining to this Agreement including, without limitation, authority to make changes to the scope of services or request additional services or suspend services, authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Quantum Spatial's services, and to make decisions on Client's behalf when requested to do so by Quantum Spatial.
- 5.2 Client shall cooperate with Quantum Spatial in all aspects of the Project and shall provide information and criteria of Client's requirements for the Project. Client shall consult with Quantum Spatial on a regular basis concerning the timeliness, cost and adequacy of services during the phases of scheduled work and the work progress dates and promptly furnish to Quantum Spatial written notice of any noncompliance therewith.

Article 6 - Records, Audit and Documents

- 6.1 Quantum Spatial shall maintain records of performance under this Agreement and shall make these records available for inspection and for audit (if the payment provisions herein are of a type capable of audit) by Client at all reasonable times during the course of services and for a period of three (3) years after completion of services. Audits shall be conducted in accordance with generally accepted auditing principles consistently applied.
- 6.2 All designs, drawings, calculations, specifications, working drawings, and other materials otherwise prepared by Quantum Spatial as part of its performance of this agreement are property of the Client and its funding partners and grantor agencies. Quantum Spatial shall have the right to retain copies of all such documents and to make additional copies or reproductions.

Article 7 - Conflict of Interest, No Contingent Fees

- 7.1 Quantum Spatial represents it has no known direct or indirect interest, which would conflict with the performance of its services under this Agreement.
- 7.2 Except as disclosed to Client and except for the compensation to be paid hereunder, Quantum Spatial warrants it has not directly or indirectly paid or agreed to pay any person or company any fee, commission, contribution, donation, gift, or any other type of consideration to solicit or secure an award of this Agreement.

Article 8 - Confidential & Proprietary Information

- 8.1 Quantum Spatial and Client, to the extent of their rights and abilities to do so, may exchange technical data and information reasonably required of each to perform this Agreement.
- 8.2 Each party will treat as confidential all Confidential Information, which has been or may hereafter be made available to the other in connection with this Agreement. Except as necessary for the Project, each party agrees that under no circumstance will it make use of or disclose Confidential Information to any third party or use Confidential Information to the detriment or competitive disadvantage of the other party.
- 8.3 Each party agrees to limit disclosure of the Confidential Information to its officers, directors, employees and agents and then only to the extent reasonably necessary to effectuate the purposes of the Project. The party receiving Confidential Information shall take diligent precautions to ensure that those persons to whom disclosures are made keep the Confidential Information confidential.
- 8.4 These restrictions shall not apply to the extent Confidential Information was in the public domain at the time of the disclosure or subsequently becomes a part of the public domain through no fault of the party receiving the Confidential Information; was known to the receiving party at the time of the disclosure; was readily ascertainable from public or trade sources at the time of its disclosure; was independently developed by the receiving party without recourse to any Confidential Information provided under this Agreement; or is the subject of demand by subpoena, court or governmental order or other similar mandatory legal process in which case the party against whom the demand or request is made shall forthwith give written notice to the other to preserve the opportunity to resist and/or respond to such process.

- 8.5 The covenants of this Article shall survive expiration or termination of this Agreement and shall apply for a period of two (2) years thereafter. In addition to and without prejudice to its other rights and remedies, a party shall be entitled to injunctive relief upon proof of a breach or threatened breach of this Article.
- 8.6 The parties recognize and agree that the Client is subject to the open records law contained in chapter 44-04, N.D.C.C. Section 44-04-18.4 contains an exception for trade secrets, proprietary, commercial and financial information. Quantum Spatial agrees to familiarize itself with said section and if any information being forwarded to Client is claimed as confidential, Quantum Spatial will clearly indicate such as part of its transmittal. Quantum Spatial agrees to respond to or aid Client in responding to any claim under 44-04-21.1 concerning the nature of the records.

Article 9 - Software Rights, Copyright, Patent and Trademark

- 9.1 Client shall retain ownership of and proprietary rights to any software programs or data developed under this Agreement. Quantum Spatial retains the right to use, and/or modify any databases developed and/or modified in performing its services hereunder.
- 9.2 At Quantum Spatial's expense, Quantum Spatial shall defend any suits brought against Client based on a claim that the use of any design, process, apparatus, or any part, methodology, software, publication, or other proprietary right ("Proprietary Property") furnished by Quantum Spatial under this Agreement constitutes an infringement of any patent, trademark, or copyright of the United States; provided that Quantum Spatial is notified promptly in writing by Client of such a claim or contention and given the authority, information, and assistance for the defense (at Quantum Spatial's expense) thereof.
- 9.3 Notwithstanding the foregoing, Quantum Spatial shall not be liable to Client for claims under this Article resulting from the use of Proprietary Property that is suggested for use by Client or by another on Client's behalf, or that is not developed or proposed by Quantum Spatial.

Article 10 - Subcontracts

- 10.1 Except as provided in their Proposal, Quantum Spatial shall not subcontract any part of its services under this Agreement without first providing notice to Client. Quantum Spatial shall obligate each subcontractor of every tier to consent to compliance with all applicable provisions of this Agreement. Nothing contained in any subcontract of any tier shall create a contractual relationship between Client and any such subcontractor.

Article 11 - Indemnification & Risk Allocation

- 11.1 Quantum Spatial agrees to indemnify and save Client harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Quantum Spatial in connection with Quantum Spatial's professional services. Client agrees to indemnify and save Quantum Spatial harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Client in connection with the operations of Client. If the negligence of both Quantum Spatial and Client is the cause of such damage or injury, the loss, cost, or expense shall be shared between Quantum Spatial and Client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion.
- 11.2 It is intended by the parties to this Agreement that performance of Quantum Spatial's services shall not subject Quantum Spatial's personnel, including its employees, officers, directors, or shareholders, to any personal legal exposure for any risk associated with the Project. Client agrees that any claim, demand or suit shall be made only against Quantum Spatial, and not against any of Quantum Spatial's personnel.
- 11.3 Notwithstanding any other provision in this Agreement to the contrary (including any other provision with the same or similar limiting language), Client and Quantum Spatial waive claims against each other for incidental, special, indirect or consequential damages arising out of or relating to this Agreement, and Quantum Spatial shall not be liable for any cost or expense that provides betterment, upgrade or enhancement of the Project. In no event shall Quantum Spatial be liable for damages in excess of the compensation paid under this agreement.
- 11.4 The provisions of this Article apply to all services provided to Client by Quantum Spatial, whether within or not within the scope of services of this Agreement, except as the parties may otherwise provide in a signed writing making specific reference to this Article.
- 11.5 The provisions of this Article shall survive expiration or termination of this Agreement.

Article 12 - Insurance

- 12.1 Quantum Spatial shall maintain during the term of this Agreement and, if Client is not in default hereunder, for a period of two (2) years after Quantum Spatial's services, insurance of the kinds and with the limits not less than the amounts set forth in **Attachment C (Schedule of Insurance)**.

Article 13 - Termination

- 13.1 Subject to the other provisions of this Agreement, this Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement. No such termination shall be effective until the other party is given not less than ten (10) working days written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.
- 13.2 This Agreement may be terminated in whole or in part in writing by Client for its convenience. No such termination shall be effective until Quantum Spatial is given not less than ten (10) working days written notice of intent to terminate and an opportunity for consultation with Client prior to termination.
- 13.3 Upon receipt of a notice of termination, Quantum Spatial shall promptly discontinue all services affected (unless the notice directs otherwise). If Client is not in breach of this Agreement, Quantum Spatial shall deliver or otherwise make available to Client all finished services; provided, however, Quantum Spatial shall not be responsible for the accuracy, completeness or workability of documents prepared by Quantum Spatial if changed or completed by Client or by another party.
- 13.4 Subject to the provisions of Article 2, Quantum Spatial shall be paid for its costs and services performed through the effective date of termination, less allowances for negligent services, which must be corrected.

Article 14 - Dispute Resolution

- 14.1 The parties agree to attempt to resolve any disputes by mediation, arbitration or other form of alternative dispute resolution. Unless agreed upon, nothing prevents the parties from litigating any disputes.

Article 15 - General

15.1 Governing Law & Costs. This Agreement shall be governed by the laws of the State of North Dakota without reference to conflict of law principles, if any. In the event of an action to enforce the terms and conditions of this Agreement or of any of the rights or obligations arising from this Agreement, the prevailing party shall be entitled to an award of the costs of such action, including reasonable attorney fees and expert witness and consulting fees.

15.2 Civil Rights. Quantum Spatial will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 STAT.252) the regulations of the federal department of transportation, 49 CFR, Part 21, Executive Order 11246, and Executive order 12898 Environmental Justice.

Quantum Spatial shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin. Quantum Spatial shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, handicap, or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

15.3 Civil Rights – Noncompliance. If Quantum Spatial fails to comply with the federal or state civil rights requirements of this contract, sanctions may be imposed by the Client as may be appropriate, including, but not limited to:

- a. withholding of payments to Quantum Spatial under the contract until Quantum Spatial complies, or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

15.5 Hold Harmless. Quantum Spatial shall save and hold harmless the Client, its officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Quantum Spatial or its subcontractors, agents, or employees under this agreement. It is hereby understood and agreed that any and all employees of Quantum Spatial, and all other persons employed by Quantum Spatial in the performance of any of the services required or provided for under this agreement shall not be considered employees of the Client and that any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so

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engaged and any and all claims by any third parties as a consequence of any act or omission on the part of Quantum Spatial's employees while so engaged in any of the services to be rendered under this agreement by Quantum Spatial shall in no way be the obligation or responsibility of the Client.

- 15.6 **Entire Agreement, Amendments.** This Agreement sets forth the entire agreement of the parties, supersedes all prior negotiations and understandings, and shall govern any services by Quantum Spatial on the Project prior to execution of this Agreement. Except as otherwise expressly provided in this Agreement, this Agreement may be modified or amended only upon the signed written agreement of both parties. Quantum Spatial shall not be required to execute any documents subsequent to the signing of this Agreement that increase Quantum Spatial's contractual or legal obligations or risks, or jeopardize the availability of or increase the cost of its professional or general liability insurance, and Client shall make no request of Quantum Spatial that would be contrary to Quantum Spatial's professional responsibilities to the public. Quantum Spatial and Client have each read and fully understand the terms of this Agreement, each has had the opportunity to have it reviewed by counsel, and this Agreement shall not be construed against either party in the event of an ambiguity.
- 15.7 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court or other authority with like jurisdiction, the remainder of this Agreement shall be unaffected and enforceable, and there shall be deemed substituted for the affected provision(s) a valid and enforceable provision(s) as similar as possible to the affected provision(s).
- 15.8 **Assignment.** This Agreement is for personal services and neither party may assign its rights nor delegate the performance of its duties hereunder without the prior written approval of the other. Any assignment, voluntary or involuntary, in violation of the foregoing shall be voidable. This Agreement is not intended to benefit any third party.
- 15.9 **Successors and Approved Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective legal representatives, successors, and approved assigns.
- 15.10 **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute a waiver of that or any other right.
- 15.11 **Independent Contractor.** Quantum Spatial shall perform its services as an independent contractor and not as an agent, employee, fiduciary, representative, joint venturer or partner of Client.

- 15.12 Notices.** Notice required or permitted hereunder shall be in writing and delivered in a manner most efficient under the circumstances. Subject to the foregoing and unless otherwise specifically provided, notice shall be given by (1) hand delivery, (2) e-mail, or (3) United States Postal Service mail, delivered as follows:

Quantum Spatial: Quantum Spatial
N6216 Resource Drive
Sheboygan Falls, WI 53085
Attn: Mr. Kirk Contrucci
Telephone No.: (608) 301-7600
Email: kcontrucci@quantumspatial.com

Client: City of Fargo Engineering Department
2254 ST N
Fargo, ND 58102
Attn: Mr. Ron Gronneberg
Telephone No.: (701) 241-1312
Email: RGronneberg@FargoND.gov

or at such other address as a party hereto may designate by written notice. Notice shall be deemed effective on the date of delivery if hand delivered or e-mailed, or on the third day after mailing if sent by United States Postal Service mail.

- 15.13 Headings.** The captions and headings of this Agreement are for convenience and reference only, and shall not affect the construction or interpretation of any of its provisions.
- 15.14 Pronouns & Terms.** In this Agreement the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- 15.16 Counterparts.** This Agreement may be executed in multiple original or counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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Article 16 - Incorporation of Attachments

The following Attachments are incorporated into and made a part of this Agreement:

A - Statement of Services, Project Schedule, Deliverables & Additional Services

B - Schedule of Payment

C - Insurance

D - Certification of Restriction on Lobbying

E - Debarment or Suspension Certification

SIGNATURE PAGE TO FOLLOW

Contract No. _____

IN WITNESS WHEREOF, the parties execute this Agreement on the date last written below.

The City of Fargo, ND

Quantum Spatial

Signature



Signature

Timothy J. Mahoney

Robert Vander Meer

Name

Name

Mayor

Vice President

Title

Title

Date

2/19/2020

Date

Signature

Name

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Attachment A**Statement of Services, Project Schedule, Deliverables, & Additional Services****A.1 Statement of Services**

In accordance with the provisions of Article 1, Quantum Spatial agrees to perform the services described below.

A.1.1. Character and Extent of Services

The City of Fargo, ND (Client) hereby engages Quantum Spatial to provide necessary mapping services for the Client's digital mapping project. Quantum Spatial agrees to supply the following work and services under the conditions set forth in this agreement:

- A. Quantum Spatial and its subcontractors, shall provide all necessary work, material, supplies, transportation, plan, labor, and management as may be required, to accomplish digital orthophotography and elevation data for this project.
- B. Supplies and services to be furnished under this contract will be divided into several sub-tasks. In summary, the services include:

Photogrammetric Mapping

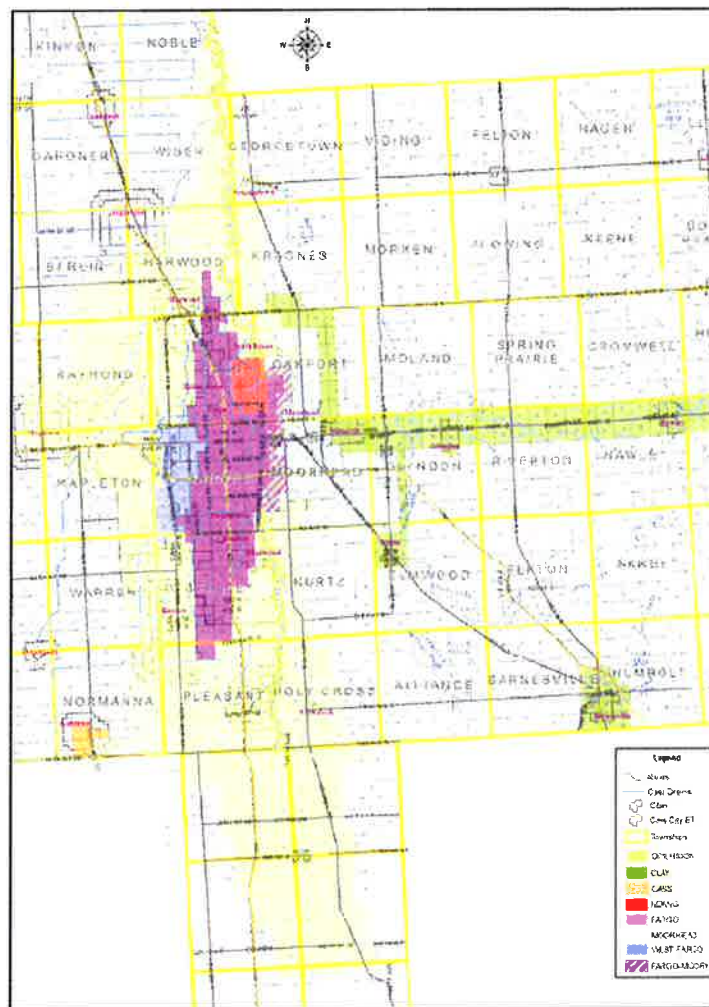
- 1. Project Implementation
- 2. Ground Control Checkpoints
- 3. Control Paneling
- 4. Acquire Color Digital Aerial Photography
- 5. Light Detection and Ranging (LIDAR)
- 6. Digital Orthophoto Generation
- 7. Update Planimetric Features
- 8. Update Impervious Surface Features
- 9. Contour Generation

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- C. Area of the Project - The limits of the project are approximately five hundred sixty-three and one-quarter (≈ 563.25) square miles. See **Figure 1** for an illustration of said project limits.

Figure 1



A1.2. General Mapping and Administration Considerations

- A. Deliveries - All costs of deliveries shall be borne by the Quantum Spatial project team. Each delivery shall be addressed to: Mr. Daryl R. Masten, GIS Manager, City of Fargo Information Services Department, 2254th ST N, Fargo, ND 58102. A letter and/or transmittal form listing the materials being transmitted, and being properly numbered, dated, and signed, shall accompany each delivery.

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- B. Mr. Miles Strain will be the Quantum Spatial technical manager for this project. Mr. Strain will be the primary contact at Quantum Spatial for all correspondence. Mr. Masten will be the Client's primary contact.
- C. In the event the scope requires clarification the hierarchy of documents is as follows:
1. Pending Amendments to the Executed Agreement for Professional Services (if any)
 2. Miscellaneous e-mail communications / documentation
 3. Executed Agreement for Professional Services
 4. Client's RFP (including all addenda)
 5. Quantum Spatial's Technical Proposal

The hierarchy applies only when there is a conflict between two (2) or more of the above-mentioned documents.

- D. Product Acceptance - All deliveries submitted by Quantum Spatial will be checked by the Client.

All reviews will be performed on a basis of work correctness and compliance with this contract and the technical scope of work. Quantum Spatial shall work closely with the Client to develop quality control parameters/procedures for Client staff. At a minimum, the data will comply with the following acceptance criteria:

1. 95% feature attribute correctness.
2. 95% features completeness.
3. Federal Emergency Management Agency (FEMA) Appendix A: Guidance for Aerial Mapping and Surveying specifications for LIDAR data (references National Standard for Spatial Data Accuracy [NSSDA]).
4. National Map Accuracy Standards (NMAS) for topography data.
5. Federal Geodetic Control Committee (FGCC) standards for control survey.
6. American Society of Photogrammetry and Remote Sensing (ASPRS) standards.

Within a ninety (90) calendar day timeframe the Client team will categorize each delivery as follows:

1. **ACCEPTED**, that is, meeting specifications with no more than minor and/or isolated exceptions. Accepted data will conform to the minimum standards (95%) for feature attribute correctness and completeness. Accepted data is considered final, with no re-work by Quantum Spatial.
2. **ACCEPTED WITH REWORK**, that is, essentially the delivery conforms to specifications, but having a significant number of isolated exceptions. Client shall accept the delivery pending re-editing and corrections re-submitted to the Client. At no cost to Client, the Quantum Spatial project team shall correct and resubmit the delivery to Client within sixty (60) days. The Quantum Spatial project team will complete corrections to obtain the minimum standard.
3. **REJECTED**, that is, the delivery fails to meet the minimum requirements and requires major improvements to comply with the pre-defined standards. At no cost to the Client team, the Quantum Spatial project team shall correct and re-submit the delivery to Client within sixty (60) days. The Quantum Spatial project team will complete corrections to obtain the minimum standard.

A.1.3. Photogrammetric Technical Provisions

The following outline provides a description of the processes and procedures to achieve Client's objectives for the 2020 Digital Orthophoto, Color Aerial Photography, LIDAR Contour Mapping and Planimetric Update - Project No. MS-19-H1:

Project Implementation

A project "kick-off" meeting will be held between the Client (on behalf of the metro area jurisdictions they represent) and Quantum Spatial to review all technical and administrative aspects of the project.

Prior to the kick-off meeting, Quantum Spatial will be provided an agenda for the meeting. Some suggested topics to be discussed are:

- Review the proposed flight and ground control scheme and modify as necessary to meet project requirements
- Brief the Client on implementation issues such as flight plan, safety, accuracy, etc.

- Discuss / review tiling requirements
- Review accuracy requirements
- Review Quantum Spatial's QA/QC procedures
- Review the location of the proposed project areas
- Review acceptance criteria for all deliverable products
- Identify points of contact and develop communication protocol
- Review Status Report requirements
- Review invoicing procedures

Following the kick-off meeting, a detailed memorandum will be forwarded to the Client Project Manager to clarify and document the decisions and discussion items of the kick-off meeting.

Ground Control Checkpoints

Advanced Engineering and Environmental Services, Inc. (AE2S) will provide the ground surveying services for Quantum Spatial.

Quantum Spatial will establish how many ground control points are needed for this project and discuss this with the Client at the project kickoff meeting. Quantum Spatial will reuse as many ground control points as practical from the 2017 aerial project.

These ground control points will validate the accuracy requirements of the project as well as ensure meeting 1"=100' scale National Map Accuracy Standards (NMAS) for all deliverable products.

The horizontal accuracy shall be Second Order, Class II, GPS. The vertical accuracy will meet Third Order specifications.

All horizontal control will be initially referenced to the North Dakota State Plane Coordinate System (SPCS), South Zone, North American Datum of 1983, adjusted in 1996 (NAD 83/96). Final coordinates will be provided in U.S. Survey Feet. The project vertical control datum will be based on the North American Vertical Datum of 1988 (NAVD 88). Subsequently, all deliverables will also be re-projected to the Fargo Ground Coordinate System, the Minnesota State Plane Coordinate Systems: NAD83 (1986) MN Clay County Coordinate System, and the NAD83 (1996) MN Clay County Coordinate System,

AE2S in conjunction with Quantum Spatial will generate the "Control Report," which documents the results of the GPS survey. This report will include a brief narrative of all aspects of the GPS data collection process.

Control Paneling

Prior to the aerial photography mission, AE2S will panel the photo control points so they will be visible on the aerial photography. Quantum Spatial will coordinate the targeting and aerial

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photography tasks to ensure that the targeting is complete before beginning the photography mission.

When possible, AE2S will use white paint to mark the location of each control point. White vinyl material (at least 3-ply thick) will be utilized for all those points that cannot be painted.

The shape of each panel will be either a "Y" or "X". The length of each panel leg will be six-feet (6') in length and twelve-inches (12") wide.

All vinyl targets will be inspected before the acquisition of photography to validate proper positioning and condition.

All vinyl panel material will be removed upon completion and acceptance of the aerial photography.

Acquire Color Digital Aerial Photography

Quantum Spatial will capture digital aerial imagery at the appropriate flying height to produce digital orthoimagery at the scale of 1"=100' for the entire extent of the project. Said imagery will be used for the rectification of the half-foot (0.5') pixel resolution color digital orthophotography. All TIF image files will be delivered in quarter-section formatted tiles.

A 6 square mile area around the Fargo Airport will be collected at a three-inch (3") or quarter-foot (0.25') resolution. Reference the quarter-section shapefile grid for the exact tiles.

Deliverables shall include an additional TIF for each quarter-section in a pixel resolution of one-foot (1') for just the North Dakota State Plane South and Fargo Ground Coordinate systems.

Inspection of the original images to check for tilt, overlap, crab, cloud cover, snow cover, and proper sun angle must be carried out by Quantum Spatial before the images are compiled for the creation of digital orthoimages. Immediately after the aerial mission, Quantum Spatial will review the images to determine if the camera functioned properly during the mission. If the review indicates a malfunction, the aerial mission must be reflown at no additional cost to the Client. Unacceptable aerial imagery (as determined by the Client) shall be reflown by Quantum Spatial at no additional cost to the Client, with the reflight coverage overlapping the acceptable digital images. Reflights (if needed) shall be performed immediately, weather and ground conditions permitting.

Prior to undertaking full digital orthophoto production, the consultant shall furnish the Client with sample digital images to evaluate and accept as examples of overall image quality. The Client will perform a quality review of the images to ensure they are acceptable.

Light Detection and Ranging (LIDAR)

Deliverable products will meet or exceed a verified horizontal accuracy of 3.8 feet at the 95% confidence interval (2.2 feet RMSE) as specified in the FGDC Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy (NSSDA).

Horizontal - meet NSSDA RMSE(r) of 2.2' (67cm)

- Accuracy(r) of 3.8' (116cm) at 95% confidence

The LiDAR ground (Class 2) will meet or exceed a verified vertical accuracy of 0.6 feet at the 95% confidence interval (0.3 feet RMSE) as specified in the FGDC Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy (NSSDA).

Vertical - meet NSSDA RMSE(z) of 0.3' (9.25cm)

- Accuracy(z) of 0.6' (18cm) at 95% confidence
- Assume in well-defined open terrain

The LiDAR accuracy shall be as follows:

- Density or Ground Sample Distance (GSD)
 - 4ppsm
 - 0.5m Nominal Point Spacing (NPS)
 - DTM and contour area (support deliverables)
 - Must support the NMAS equivalent contour interval of 1-foot contours
- $\leq 30^\circ$ FOV requirement
 - $\leq 15^\circ$ each side of nadir
- Relative Accuracy
 - ≤ 7 cm within individual swaths
 - ≤ 10 cm within swath overlap

The LiDAR data will be submitted in the ASPRS LAS 1.4 format (raw and classified) and will include the following classifications:

ASPRS Standard LiDAR Point Classes:

Classification Value	Meaning
0	Never Classified
1	Unassigned
2	Ground
3	Low Vegetation (0 to 8 feet)

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4	Medium Vegetation (8.1 to 20 feet)
5	High Vegetation (20.1 ft and higher)
6	Building
7	Noise
8	Model Key
9	Water
10	Reserved for ASPRS Definition
11	Reserved for ASPRS Definition
13-31	Reserved for ASPRS Definition
65	Flood Wall

Digital Orthophoto Generation

Quantum Spatial recognizes that the quality of orthophoto imagery can be subjective. Imagery that may look good to one person may not to someone else. For this reason, Quantum Spatial will work closely with the Client during the start-up and prototype processes to develop imagery that is suitable for the Client.

Final Digital Ortho Formatting

All of the final color digital orthophotography will be at a pixel resolution of half-foot (0.5') and a quarter-foot (0.25') pixel resolution.

Quantum Spatial will use the predetermined tile layout provided by the Client to "clip" the ortho mosaic block imagery into individual tiles.

Quantum Spatial will also resample the imagery to half-foot (0.5') and one-foot (1') pixel resolution. The areas that have three-inch (3") pixel resolution will also have six-inch (6") and one-foot (1') pixel resolution. The areas that are half-foot (0.5') will also have one-foot (1') pixel resolution.

Quantum Spatial will deliver all imagery uncompressed Tiff files (.tif) with a geo-referencing "world" file (.tfw).

All ortho imagery products will be submitted in all four (4) of the aforementioned map projections.

Image Compression

Following image acceptance, Quantum Spatial will compress the data using MrSID compression software developed by LizardTech. Quantum Spatial will work closely with the Client to establish the most appropriate compression ratio(s). Typical compression of color imagery is 40-50:1 (and offers a much more manageable dataset conducive to LAN and/or Internet transfers and applications).

Quantum Spatial will produce individual MrSID compressed images for each of the ortho tiles within the project area. This item will be based on the final and accepted digital ortho imagery described above. Additionally, a single project-wide MrSID compressed image will be produced.

Quantum Spatial will also produce a single project-wide enhanced compression wavelet (ECW) file.

All compressed imagery products will be submitted in all four (4) of the aforementioned map projections.

Update Planimetric Features

Quantum Spatial will update the pavement edge and building footprints within the areas specified by the Clients grid feature class layer.

All of the planimetric features will be captured if clearly visible on the imagery. Existing features would be updated to accurately represent their current condition, and new features would be captured for completeness.

The updated planimetric data will be delivered in ESRI file geodatabase format. Said updated data will be formatted as a single project-wide feature class.

The Planimetrics will be submitted in all four (4) of the aforementioned map projections.

Update Impervious Surface Features

The impervious surface update totals approximately 98.25 square miles. The impervious surface file will be delivered using the following data schema for surface type:

Surface Type	Surface Description
1	Existing Paving
2	Existing Gravel

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3	Alley with Paving
4	Alley without Paving
5	Median
6	Asphalt Path
7	Concrete Pad
8	Hard Packed Gravel
9	Park
10	Parking Lot
11	Patio
12	Private Street
13	Misc
14	Sidewalk
15	Building
16	Railroad Hard Packed Gravel
17	Driveway
18	Existing Paving Bridge
21	Sidewalk Bridge
22	Pool

The impervious surface will be submitted in all four (4) of the aforementioned map projections. The Client's criteria for developing the impervious surface feature class:

- a. The Client requires that the building footprints and paving edges will be coincident with the same features in the impervious surface feature class.
- b. Quantum Spatial will collect and update existing features listed in the Surface Type schema listed in the above table, including:
 - All sidewalks and paths 3 feet in width or greater
 - All building footprints 100 square feet in size or greater
- c. The delivered feature class must include attributes clearly indicating features which are new or have been modified from the City's current impervious surface file
- d. Metadata must be provided for the impervious surface file

Contour Generation

Following the collection and verification of the newly developed DTM data (derived from the LIDAR ground and new breaklines), Quantum Spatial will create the new one-foot (1') contours.

Contour data will be interpolated across sheet (tile) edges to form a continuous line. This will create an exact edge match of contours along the tile boundaries. Quantum Spatial will use the predetermined quarter-section formatted tile layout to "clip" continuous data into individual tiles.

Quantum Spatial will continue to work with the Client to determine the cartographic quality of the contour database.

It is assumed that the Client will provide Quantum Spatial with the current new one-foot (1') contour mapping in AutoCAD format (.dwg).

The updated contour data will be delivered in AutoCAD drawing (.dwg) format. Said updated contours will be formatted to the full quarter-section limit(s).

The contours will also be delivered in a project wide Esri feature class. There must be a field in the attribute table that contains the elevation value of the contour line.

All updated contour products will be submitted in all four (4) of the aforementioned map projections.

A.2 Deliverables

Quantum Spatial understands that the following deliverables will be provided to the Client for this project, and that they are the sole property of the Client:

Ground Control Surveying / Products

1. ASCII Coordinate listing of all checkpoints established (existing and new).
2. Simple control / GPS report including narrative, field notes, sketches, etc.

Please note that all deliverable products will be submitted in all four (4) of the aforementioned map projections.

List of deliverable file formats by product for all 4 projection systems:

Product	File format
LiDAR –Classified LAS files	Section *.las
1 Foot Contours	Quarter-Section *.dwg

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3D 1 Foot Contours	Project-wide Feature Class *.gdb

3D Attributed Break Lines	Project-wide Feature Class *.gdb
DEM – 10 FT Floating Point Grid	ESRI Float Grid *.flt
Orthoimagery (3", 6", 1')	Quarter-Section *.tif& *.tfw
Building Footprint Polygons	Project-wide Feature Class *.gdb
Pavement Edge Lines	Project-wide Feature Class *.gdb
Individual MrSIDs	Section *.sid
Project-wide MrSID	*.sid
Project-wide Imagery Mosaic	*.ecw
Impervious Surface Polygons	Project-wide Feature Class *.gdb

A.3 Project Schedule

Quantum Spatial will deliver the new completed orthoimagery on or before September of the year flown. Quantum Spatial will deliver the new completed elevation information on or before October of the year flown. Quantum Spatial will deliver all of the project deliverables on or before the end of December of the year flown.

Attachment B

Payment

B. Payment Provisions

B.1. Client agrees to remit payment to Quantum Spatial for the services as outlined in Attachment A and listed below:

		Area (Square Miles)	Unit Cost	Total
1.	Color Digital Ortho Imagery	563.25	<u>\$152.80</u>	<u>\$86,064.63</u>
	<ul style="list-style-type: none"> • 0.5' Pixel Resolution • Ground Control with Checkpoints • DEM for photo control • Compressed MrSID • File Geodatabase Raster Dataset • TIFF (with world file, AutoCAD compatible) • Multiple coordinate projections 			
2.	Color Digital Ortho Imagery	6.00	<u>\$1,280.41</u>	<u>\$7,682.48</u>
	<ul style="list-style-type: none"> • 0.25' Pixel Resolution 			
3.	LiDAR/Elevation/Contour Mapping	487.50	<u>\$180.48</u>	<u>\$87,983.10</u>
	<ul style="list-style-type: none"> • 1.0' Contour • AutoCAD and File Geodatabase format • NAVD88 • Breaklines • Edge matched • DEM Floating Point Grid • Multiple coordinate projections • LIDAR 			

- Mass point data in .LAS format

Contract No. XXXX

- Separated surface and canopy data
- Proprietary Software as needed

4.	Planimetric Compilation Updates	490.00	<u>\$47.71</u>	<u>\$23,230.37</u>
	• Building Footprint and Pavement Edge			
5.	Impervious Surface Polygons	98.25	<u>\$297.91</u>	<u>\$29,269.75</u>

Grand Total: **\$234,230.33**

B.2. Quantum Spatial will invoice Client on a monthly basis based on a percent complete for each required task. Undisputed invoices are payable by Client thirty (30) days after receipt of the invoice. Any late payments on undisputed invoices will be assessed a late payment fee of one and one-half percent (1.5%) per month of the past due balance. Quantum Spatial will notify Client in writing any time following the due date of the failure to pay the full amount of an undisputed invoice. Quantum Spatial may, at its option, cease performance under this Agreement until delinquent undisputed invoices are paid in full.

Attachment C*SCHEDULE OF INSURANCE*

Quantum Spatial shall maintain during the term of this Agreement, and for a period of two (2) years after completion of Quantum Spatial's services, insurance of the kinds and with the limits not less than the amounts below:

Worker's Compensation Insurance as required by statute, including **Employers Liability**, with limits of \$100,000 each accident; \$500,000 disease - policy limit; \$100,000 disease - each employee.

Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Business Automobile Liability Insurance with limits of \$1,000,000 per occurrence, combined single limits (owned, hired & non-owned).

Umbrella/Excess Liability Insurance with limits of \$3,000,000 per occurrence.

Professional Liability Practice Policy with limits of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Certificates of insurance evidencing these minimum coverages shall be submitted to Client at the commencement of Quantum Spatial's services. The coverages are subject to the terms, exclusions and conditions of the policies. Quantum Spatial's insurance policies shall be endorsed to include, for the benefit of Client, a 30-day advance written notice of cancellation. Failure to submit the certificates or endorsements or failure of Client to insist upon submission shall not relieve Quantum Spatial of its duty to maintain the required insurance.

Attachment D*CERTIFICATION OF RESTRICTION ON LOBBYING*

Robert Vander Meer, Vice President, hereby certify on behalf of

(Name and title of grantee official)

Quantum Spatial that:

(Name of grantee)

- (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, 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a 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, US 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 day of _____, 2020 By 

(Signature of Authorized Official)

Vice President

(Title of authorized)

Attachment E*DEBARMENT OR SUSPENSION CERTIFICATION*

The Participant, Quantum Spatial 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 indicted 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 two (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 of default.

THE PARTICIPANT, 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. 3801 ET SEQ. ARE APPLICABLE THERETO.


(Signature of Authorized Official)

2/19/2020

Date

Vice President

(Title of Authorized Official)

5

TO: BOARD OF CITY COMMISSIONERS
FROM: KENT COSTIN, DIRECTOR OF FINANCE
RE: CITY INVESTMENTS HOLDINGS REPORT
DATE: FEBRUARY 18, 2020

The City of Fargo investments report is presented in accordance with a financial policy directive in 2014 to begin reporting this information directly to the City Commission. Our credit rating agencies best business practices include this process and we have previously discussed and concurred that this would enhance our financial reporting practices.

The report attached is a consolidated summary of our investment holdings. Individual portfolios are managed for various purposes and PFM Asset Management, LLC has been our investment advisor since 2012.

The Finance Committee periodically reviews changes in our asset management policies. The City Commission approves changes to our investment policies. Pension fund investments are not included in this report.

Suggested Motion:

Receive and file a report of City investment holdings as of 12/31/2019.

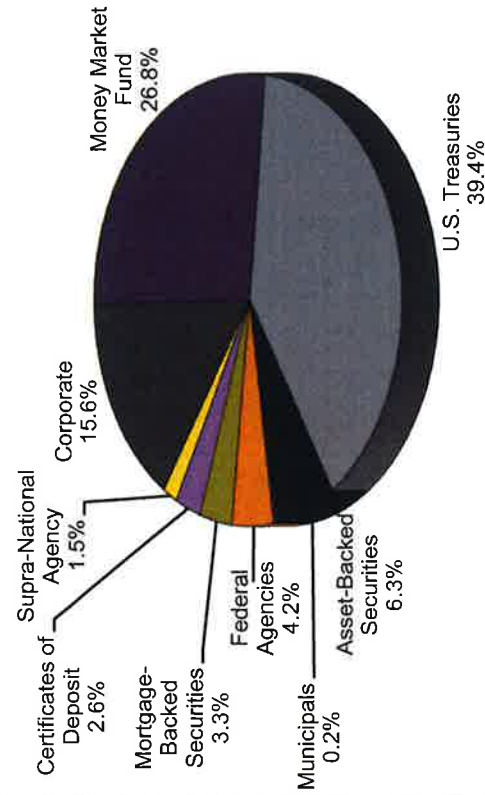
City of Fargo

Investment Report – Quarter Ended December 31, 2019

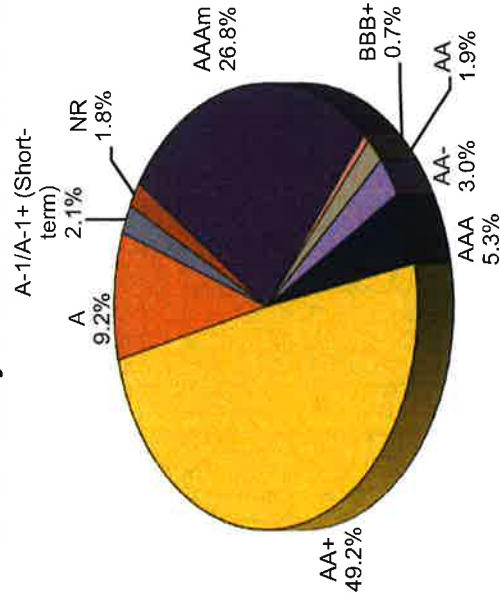
Portfolio Composition and Credit Quality Characteristics – Combined

Security Type ¹	December 31, 2019	% of Portfolio	September 30, 2019	% of Portfolio
U.S. Treasuries	\$57,952,420	39.4%	\$58,754,968	40.1%
Federal Agencies	\$6,231,758	4.2%	\$6,212,744	4.2%
Mortgage-Backed Securities	\$4,856,532	3.3%	\$4,224,048	2.9%
Asset-Backed Securities / CMO	\$9,292,582	6.3%	\$9,118,878	6.2%
Certificates of Deposit	\$3,872,165	2.6%	\$5,768,723	3.9%
Corporate	\$22,871,715	15.6%	\$25,107,071	17.2%
Supra-National Agency	\$2,190,004	1.5%	\$2,194,616	1.5%
Municipals	\$357,572	0.2%	\$492,028	0.3%
Money Market Fund	\$39,393,032	26.8%	\$34,508,739	23.6%
Totals	\$147,017,780	100.0%	\$146,381,815	100.0%

Portfolio Composition as of 12/31/19



Credit Quality Distribution as of 12/31/19



Notes:

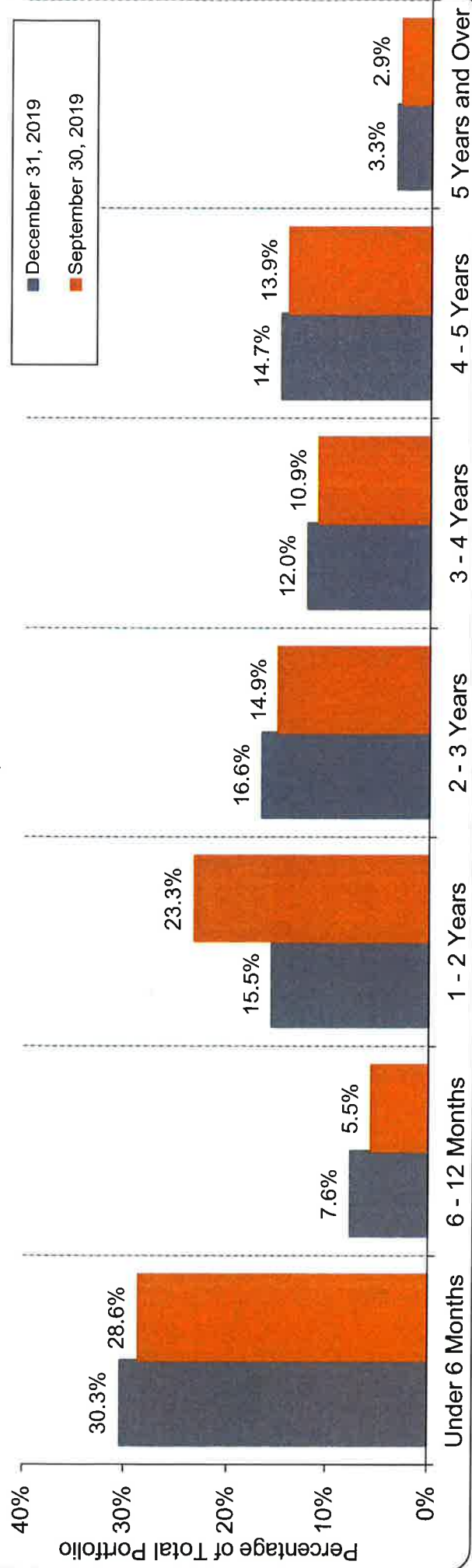
- End of quarter trade date market values of portfolio holdings, excluding accrued interest.

Portfolio Maturity Distribution – Combined

Maturity Distribution¹

	December 31, 2019	September 30, 2019
Under 6 Months	\$44,574,709	\$41,794,036
6 - 12 Months	\$11,136,142	\$8,083,844
1 - 2 Years	\$22,811,501	\$34,076,090
2 - 3 Years	\$24,385,560	\$21,819,504
3 - 4 Years	\$17,620,705	\$15,977,535
4 - 5 Years	\$21,628,885	\$20,417,471
5 Years and Over	\$4,860,279	\$4,213,335
Totals	\$147,017,780	\$146,381,815

Portfolio Maturity Distribution



Notes:

1. Callable securities and mortgage-back securities, if any, in the portfolio are included in the maturity distribution analysis to their legally stated final maturity date.

Portfolio Performance – Accrued Earnings

Combined Portfolios 2018 (Accrual Basis)						
Month	Monthly Earnings	Monthly Management Fee	Net Monthly Earnings	Cumulative Earnings	Cumulative Management Fees	Net Cumulative Earnings
January-18	\$ 225,157	\$ (9,644)	\$ 215,513	\$ 225,157	\$ (9,644)	\$ 215,513
February-18	\$ 221,650	\$ (8,850)	\$ 212,800	\$ 446,807	\$ (18,495)	\$ 428,313
March-18	\$ 232,522	\$ (9,817)	\$ 222,705	\$ 679,330	\$ (28,312)	\$ 651,018
April-18	\$ 241,782	\$ (9,297)	\$ 232,485	\$ 921,112	\$ (37,609)	\$ 883,503
May-18	\$ 244,774	\$ (8,798)	\$ 235,976	\$ 1,165,886	\$ (46,407)	\$ 1,119,479
June-18	\$ 233,409	\$ (8,556)	\$ 224,852	\$ 1,399,294	\$ (54,963)	\$ 1,344,331
July-18	\$ 245,661	\$ (8,816)	\$ 236,844	\$ 1,644,955	\$ (63,780)	\$ 1,581,176
August-18	\$ 330,296	\$ (10,208)	\$ 320,088	\$ 1,975,251	\$ (73,988)	\$ 1,901,263
September-18	\$ 321,622	\$ (10,147)	\$ 311,475	\$ 2,296,873	\$ (84,134)	\$ 2,212,739
October-18	\$ 344,120	\$ (10,343)	\$ 333,777	\$ 2,640,993	\$ (94,478)	\$ 2,546,515
November-18	\$ 345,821	\$ (9,690)	\$ 336,131	\$ 2,986,814	\$ (104,168)	\$ 2,882,646
December-18	\$ 344,593	\$ (9,550)	\$ 335,043	\$ 3,331,407	\$ (113,717)	\$ 3,217,689


Combined Portfolios 2019 (Accrual Basis)						
Month	Monthly Earnings	Monthly Management Fee	Net Monthly Earnings	Cumulative Earnings	Cumulative Management Fees	Net Cumulative Earnings
January-19	\$ 262,306	\$ (9,342)	\$ 252,964	\$ 262,306	\$ (9,342)	\$ 252,964
February-19	\$ 358,975	\$ (8,099)	\$ 350,875	\$ 621,280	\$ (17,441)	\$ 603,839
March-19	\$ 349,351	\$ (8,757)	\$ 340,593	\$ 970,631	\$ (26,198)	\$ 944,432
April-19	\$ 337,291	\$ (8,176)	\$ 329,115	\$ 1,307,922	\$ (34,375)	\$ 1,273,547
May-19	\$ 307,389	\$ (8,077)	\$ 299,312	\$ 1,615,311	\$ (42,452)	\$ 1,572,859
June-19	\$ 270,695	\$ (7,744)	\$ 262,951	\$ 1,886,006	\$ (50,196)	\$ 1,835,811
July-19	\$ 285,421	\$ (8,129)	\$ 277,292	\$ 2,171,427	\$ (58,325)	\$ 2,113,103
August-19	\$ 304,455	\$ (8,072)	\$ 296,383	\$ 2,475,882	\$ (66,397)	\$ 2,409,485
September-19	\$ 486,641	\$ (7,462)	\$ 479,180	\$ 2,962,524	\$ (73,859)	\$ 2,888,665
October-19	\$ 242,688	\$ (7,278)	\$ 235,410	\$ 3,205,211	\$ (81,137)	\$ 3,124,075
November-19	\$ 227,353	\$ (6,962)	\$ 220,391	\$ 3,432,564	\$ (88,099)	\$ 3,344,465
December-19	\$ 246,950	\$ (7,149)	\$ 239,801	\$ 3,679,514	\$ (95,248)	\$ 3,584,266



(6)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 18, 2020

RE: AGREEMENT FOR SERVICES WITH CATIE MILLER FOR
MURAL CREATION AND IMPLEMENTATION FOR
\$10,368

The attached Agreement with Catie Miller is for a mural creation (Community Family Market Mural) and implementation. The mural is 12' tall and 48' long. Payments will be made in three installments.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement for Services with Catie Miller

DF/lls
Enclosure

MURAL AGREEMENT

COMMUNITY FAMILY MARKET MURAL

DESIGNER

Catie Miller
catiemillerceramics@gmail.com
701-792-2622
4121 Carmell Place
West Fargo, ND
www.catiemillerceramics.com

DESIGNER

Catie Miller
4121 Carmell Place
West Fargo, ND 58078
701-793-2622
catiemillerceramics@gmail.com
www.catiemillerceramics.com

CLIENT

Fargo Cass Public Health
1240 25th Street S
Fargo, ND 58103
701-476-6677

CONTACT

Fargo Cass Public Health
1240 25th Street S
Fargo, ND 58103
701-476-6677

PROJECT DESCRIPTION

Designer agrees to paint 1 exterior mural for CLIENT (approximately 12' tall x 48' long= 576 sq ft) for \$18/square foot = \$10,368. Material costs will be paid by Client. Design process includes 3 initial designs to start, one round of revisions, and application of the final design. Additional revisions are an added fee at the Designer's rate of \$200/hr. Mural installation will take approximately 1 week (project timeline below).

PAYMENT TERMS

- (i) 30% deposit of \$3,110.40 due upfront (non-refundable)
- (ii) 30% design deposit of \$3,110.40 due after 3 initial designs and one round of revisions (non-refundable)
- (iii) Final cost of \$4147.20 due upon completion of the mural (10% added fee if payment isn't received within 30 days of mural installation)
- (iv) Designers shall be entitled to receive reimbursement for any overages or additional expenses with prior written approval of Client.

PROJECT TIMELINE

March 10, 2020 Deposit and Contract Due
March 23, 2020 Community Survey Ideas Submitted to Designer from Client
April 22, 2020 First Round of Designs Due
MAY – JUNE 2020 Revision Round
JULY – AUGUST Prior to Mural Application, Client will Pressure Wash and Prime Wall
AUGUST - SEPTEMBER Mural Application by Designer
COMPLETION OF MURAL Final Payment Due

USAGE

Notwithstanding the assignment of any advertising/promotion rights to the Client, the Designer shall retain all copyrights of the artwork, including all reproduction, display, distribution, and derivative works rights. Client shall not use digital files in any capacity. Designer is entitled to use any unselected designs for other projects. Designer is entitled to sign the mural in a discreet area of the wall. Designer is entitled to identify as the creators of the artwork and share on their portfolio, including website and on social media platforms. Client shall not alter, modify, edit, or change the artwork without Designer's prior written consent. No work may be reproduced by Client without the prior written approval of Designer.

MURAL AGREEMENT

COMMUNITY FAMILY MARKET MURAL

DESIGNER

Catie Miller
catiemillerceramics@gmail.com
701-792-2622
4121 Carmell Place
West Fargo, ND
www.catiemillerceramics.com

CONTACT

Fargo Cass Public Health
1240 25th Street S
Fargo, ND 58103
701-476-6677

ARTIST ALTERATION

Colors may appear differently in paint than on screen renderings. Designer is not responsible for such differences. Designs may be altered based on the following factors: wall texture, signage or electrical outlets on the wall, etc. Changes, if necessary, will be made by the Designers' expertise. All paint, fabric, wood, and other materials are subject to change based on market availability and designers are not responsible for differences based on those factors. Differences in on screen render to final mural may be up to 25% different as an approximation.

MAINTENANCE

Client shall notify the Designer promptly in the event of the need for any maintenance or restoration services so that the Designer may have a reasonable opportunity to perform such work themselves, to supervise, or consult in its performance. Designer shall be compensated at \$200/hour by the Client, for future maintenance and/or restoration services rendered with prior written authorization. In absence of any need for restoration or maintenance, the work shall remain free of alteration by the Client, who shall take reasonable precautions to protect it against damage or destruction by external forces. If the Client chooses to remove or cover the mural from the wall, Designer is not responsible for removal, movement, and/or disposal of the mural. Designer is not liable for any injury or damage resulting from moving, or tampering with the mural.

DELAY

If the execution of the work is delayed by an act or neglect of the Client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside of Designers' control, the Designer shall be entitled to extend the completion date via verbal, or written notification to the Client, by the time equivalent to the period of such delay. Project timeline may be changed with written consent between both parties and a new timeline must be created before any additional work is continued on the project. If the Client fails to comply with the agreed upon timeline, the project will be pushed back based on the Designer's schedule and Designer has the option to terminate the project.

ADDITIONAL COMPENSATION

Any additional artwork done by the Designer shall be negotiated and compensated separately from this Agreement including additional revision rounds. If the Client wishes to use artwork in any other capacity, excluding the mural, usage must be negotiated separate from this agreement and other artist licensing fees may incur.

TERMINATION

Designer may terminate this Agreement on three (3) days written notice via e-mail to the Client in the event that Client is in breach with any provision of this Agreement, provided that, during the three-day period, the Client fails to cure such breach.

WAIVERS

No waiver of any term or provision of this Agreement will be valid unless such waiver is in writing signed by the party against whom enforcement of the waiver is sought. The waiver of any term or provision of this Agreement will not apply to any subsequent breach of this Agreement.

MURAL AGREEMENT

COMMUNITY FAMILY MARKET MURAL

DESIGNER

Catie Miller
catiemillerceramics@gmail.com
701-792-2622
4121 Carmell Place
West Fargo, ND
www.catiemillerceramics.com

GOVERNING DOCUMENT

This Agreement constitutes the entire agreement and understanding of Designer and Client with respect to the terms and conditions of the project and supersedes all prior and contemporaneous written or verbal agreements and understandings between Designer and Client relating to such subject matter. This Agreement may only be amended by written instrument signed by Designer and Client.

SUCCESSORS AND ASSIGNS

The provisions of this Agreement will inure to the benefit of, and will be binding upon the Client and its successors and assigns.

COUNTERPARTS

This Agreement may be executed in more than one counterpart, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. An electronic signature, electronic copy thereof, or a photocopy of this Agreement shall have the same force and effect as the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(date)


CONTACT

Fargo Cass Public Health
1240 25th Street S
Fargo, ND 58103
701-476-6677

DESIGNER
Catie Miller
Artist

(signature)

CLIENT
Fargo Cass Public Health



(signature)

Desi Fleming

(name)

Public Health Director

(title)

(signature)

Timothy J. Mahoney

Mayor, City of Fargo



7

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DS*
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 18, 2020

**RE: AMMENDMENT TO CONTRACT WITH THE NORTH DAKOTA
DEPARTMENT OF HUMAN SERVICES FOR MOBILE
OUTREACH PROGRAM CONTRACT NO. #810-11191A CFDA
NO. N/A, \$290,000**

This is a request to approve the attached amendment to the Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for mobile outreach program. The term will change to January 1, 2019 to December 31, 2020 and the reimbursement shall be for an additional \$290,000 for the year ending December 31, 2020.

The following budget adjustments are required for this contract:

2020 Revenue:		
NDDHS Detox	101-0000-334-10-18	\$290,000
2020 Expense:		
Temp Seasonal	101-6013-451-14-00	\$224,015
Health Ins	101-6013-451-20-01	\$ 24,238
Dental Ins	101-6013-451-20-03	\$ 2,330
LT Disability	101-6013-451-20-04	\$ 358
FICA	101-6013-451-21-01	\$ 13,441
Medicare	101-6013-451-21-02	\$ 3,136
Pension	101-6013-451-22-04	\$ 18,481
Fuel	101-6013-451-62-10	\$ 4,000

If you have questions, please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the contract with the North Dakota Department of Human Service for substance abuse prevention.

DF/lls
Enclosure

CONTRACT #810-11191
AMENDMENT A

AMENDMENT TO PURCHASE OF SERVICE AGREEMENT

On or about January 1, 2019, the state of North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (State) and City of Fargo (Vendor) entered into an Agreement to expand the implementation of a community outreach program to provide assistance to individuals needing intoxication or withdrawal management services during the highest use times – for 16 hours during each 24-hour period.

The parties agree that certain parts of that Agreement should be changed:

1. The Term of the Agreement is changed from January 1, 2019, through December 31, 2019, to January 1, 2019, through December 31, 2020.
2. Effective January 1, 2020, the Scope of Service section is amended to delete the following language:

Vendor shall expand the implementation of a community outreach program to provide assistance to individuals needing intoxication or withdrawal management services during the highest use times – for 16 hours during each 24-hour period.

And replace it with the following:

Vendor shall implement a community outreach program to provide assistance to individuals needing intoxication or withdrawal management services during the highest use times – for 16 hours during each 24-hour period.

Furthermore, the section is amended to delete the following language:

Vendor shall provide State with monthly reports with both process and outcome measures, including the cost-benefit of reduced ambulance trips, inappropriate emergency room stays, and unnecessary interactions with law enforcement.

And replace it with the following:

Vendor shall develop and implement a sustainability plan. Vendor shall provide State a report by the 10th of each month with process and outcome measures, including the cost-benefit of reduced ambulance trips, interactions with law enforcement, jail time, and updates on the sustainability planning and implementation.

3. Effective January 1, 2020, the Compensation section is amended to increase the total amount paid under the Agreement from \$290,000 to \$580,000, an increase of \$290,000. For the period January 1, 2020, through December 31, 2020, total payment under this Agreement may not exceed \$290,000.

All other terms and conditions remain as previously written.

CITY OF FARGO

By Desi Fleming 2/18/2020
DATE

Its Director of Public Health

By Timothy J. Mahoney DATE

Its Mayor, City of Fargo

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES


By CHRISTOPHER D. JONES DATE
EXECUTIVE DIRECTOR

By KYLE J. NELSON DATE
CONTRACT OFFICER
Approved for form and content



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 11, 2020

**RE: MEMORANDUM OF UNDERSTANDING BETWEEN SANFORD
MEDICAL CENTER, FARGO AND FARGO CASS PUBLIC
HEALTH FOR NUTURING CONNECTIONS BABY CAFÉ GROUP**

The memorandum of understanding between Sanford Medical Center, Fargo and Fargo Cass Public Health asserts that FCPH will provide meeting location, secures storage and support staff and Sanford will pay a yearly renewal fee for maintaining a license, refreshments, program equipment and core staff for Baby Café meetings meant to encourage breastfeeding in mothers.

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

Suggested Motion: Move to approve memorandum of understanding between Sanford Medical Center, Fargo and Fargo Cass Public Health

DF/lls
Enclosure



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SANFORD MEDICAL CENTER FARGO
AND
FARGO CASS PUBLIC HEALTH**



Public Health
Prevent. Promote. Protect.
Fargo Cass Public Health

The Sanford Medical Center Fargo, 5225 23rd Ave S, Fargo, North Dakota 58104, hereinafter referred to as Sanford, hereby enters into an agreement with Fargo Cass Public Health, 1240 25th St. S, Fargo, North Dakota 58103, hereinafter referred to as FCPH. The purpose of the agreement is to provide the framework for any future binding contract regarding the Nurturing Connections Baby Café (breastfeeding support group) between Sanford and FCPH.

AGREEMENT

1. FCPH will:
 - a. Provide a meeting location that accommodates program space needs.
 - b. Provide secure storage space for program supplies needed for Nurturing Connections Baby Café.
 - c. Provide supportive staffing as needed.
2. Sanford will:
 - a. Pay the yearly renewal fee associated with maintaining licensing for Baby Café.
 - b. Provide refreshments for the mothers who attend.
 - c. Provide all program equipment. (i.e. scales).
 - d. Provide core staffing and program administration.

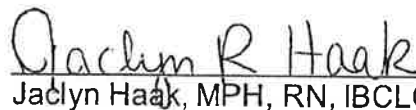
3. Terms:

The term of this contract shall be from February 1, 2020 and ending on December 31, 2022. Any additions or modifications of the terms of this Memorandum of Understanding or the scope of work to be performed hereunder must be agreed to by both parties. Such changes shall be incorporated in written amendments to this Memorandum of Understanding. This Memorandum of Understanding may be cancelled or terminated by mutual consent, by default, or by conditions beyond the control of either party. The party desiring to terminate or cancel must give written notice of its intention 30 days prior to the date of cancellation, setting forth the reasons and conditions of said termination.

FARGO CASS PUBLIC HEALTH

SANFORD MEDICAL CENTER FARGO


Desi Fleming, Public Health Director


Jaclyn Haak, MPH, RN, IBCLC

2-12-2020
Date

2-11-2020
Date

Timothy J. Mahoney, Mayor, City of Fargo

Date

9

City of Fargo Staff Report			
Title:	Progressive Retail Center Addition	Date:	11/25/2019
Location:	1015 38 th Street North	Updated:	02/20/2020
Legal Description:	Portion of Lots 1 & 2, Block 2, Replat of Interstate Services Subdivision		
Owner(s)/Applicant:	RM Realty Fargo, LLC/ Tony Sager	Engineer:	Mead & Hunt
Entitlements Requested:	Minor Subdivision (Replat of portions of Lots 1 & 2, Block 2, Replat of Interstate Services Subdivision)		
Status:	City Commission Public Hearing: February 24, 2020		

Existing
Land Use: Adult Entertainment Center
Zoning: LI, Limited Industrial
Uses Allowed: LI, Limited Industrial allows colleges, community service, daycare facilities of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult entertainment centers, offices, off-premise advertising signs, outdoor recreation and entertainment, retail sales and services, self-service storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, and limited telecommunications facilities.
Maximum Density Allowed: 85% building coverage

Proposed
Land Use: Unchanged
Zoning: Unchanged
Uses Allowed: Unchanged
Maximum Density Allowed: Unchanged

Proposal:
<p>The applicant is requesting a minor subdivision plat, entitled Progressive Retail Center Addition, which would replat one existing lot into two new lots. Both lots will have access off 38th Street North. In lieu of a cross-access easement on the plat, the owner of the property has provided a shared-use agreement to outline the use of one driveway access for both lots. The property is currently zoned LI, Limited Industrial, and no change in zoning is requested.</p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: LI, Limited Industrial with a fast food restaurant • East: LI, Limited Industrial with a motel • South: LI, Limited Industrial with an automobile repair shop • West: LI, Limited Industrial with a warehouse and office

Area Plans:
The subject property is not located within any neighborhood land use plans or future growth plans.
Schools and Parks:
<p>Schools: The subject property is located in the West Fargo Public School District and is served by Westside Elementary, Cheney Middle, and West Fargo High Schools.</p> <p>Neighborhood: N/A</p> <p>Parks: No parks or open areas are located within a half-mile of the subject property.</p> <p>Pedestrian / Bicycle: A shared use path exists along the south side of 12th Avenue North.</p>
Staff Analysis:
<p>Minor Subdivision</p> <p>The LDC stipulates that the following criteria is met before a minor plat can be approved:</p> <ol style="list-style-type: none"> 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. This subdivision is intended to plat two legal lots for limited industrial development. The proposed use is consistent with the existing zoning and the growth plan for the area. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received two inquiries about the proposed changes but no formal complaints. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. (Criteria Satisfied) 2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision. While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals. (Criteria Satisfied)
Staff Recommendation:
Suggested Motion: "To accept the findings and recommendations of staff and Planning Commission and approve the proposed Progressive Retail Center Addition subdivision as presented; as the proposal complies with the Standards of Article 20-06, the Go2030 Plan, and all other applicable requirements of the Land Development Code."
Planning Commission Recommendation: December 3, 2019
On December 3, with a 9-0 vote, with two Commissioners absent, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed Progressive

Retail Center Addition plat, as presented, as the proposal complies with the Go2030 Plan, Standards of Article 20-06, and all other applicable requirements of the LDC.
--

Attachments:

- | |
|---|
| <ol style="list-style-type: none">1. Zoning Map2. Location Map3. Preliminary Plat |
|---|

Plat (Minor)

Progressive Retail Center Addition

1015 38th St N



Legend

AG	LC	MHP	SP-2
DMC	MR-1	NC	SP-3
GC	MR-2	P/I	SP-4
GO	MR-3	UML	SP-5
			City Limits

100
Feet

Fargo Planning Commission
December 3, 2019

Plat (Minor)

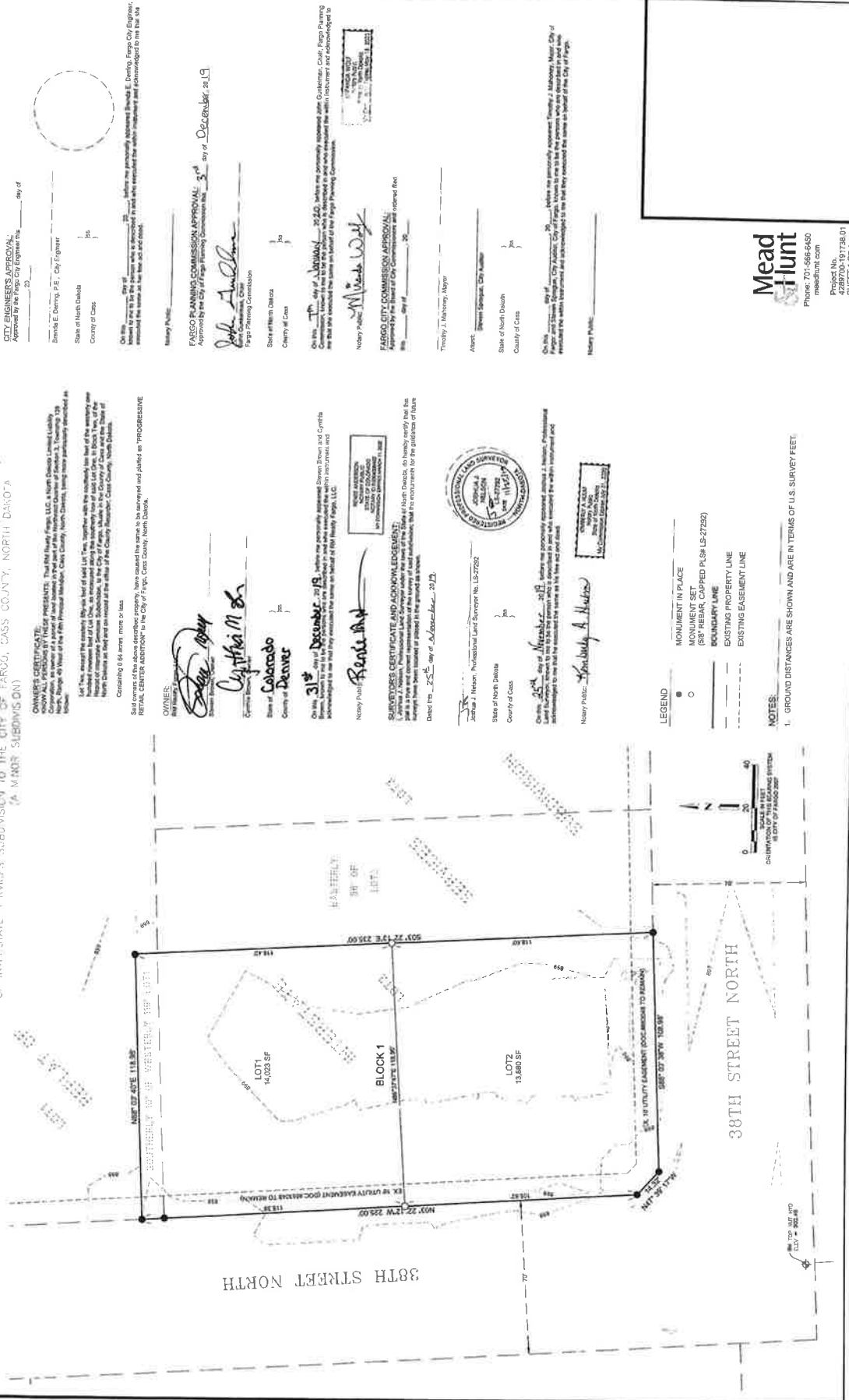
Progressive Retail Center Addition

1015 38th St N



PROGRESSIVE RETAIL CENTER ADDITION

A REPLAT OF PARTS OF LOTS 1 AND 2, BLOCK 2 OF A REPLAT OF LOTS 1, 2, 3, AND 4, BLOCK 1, OF INTERSTATE SERVICES, SUBDIVISION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A MINOR SUBDIVISION)



OWNER'S CERTIFICATE:
I, the undersigned, being the owner of the above described property, have caused the same to be surveyed and platted as "PROGRESSIVE RETAIL CENTER ADDITION" to the City of Fargo, Cass County, North Dakota.

OWNER:
Mead & Hunt
1000 1st Avenue North
Fargo, ND 58102

OWNER'S ATTORNEY:
Cynthia M. Smith
1000 1st Avenue North
Fargo, ND 58102

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Fargo, ND 58102

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Fargo, ND 58102

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- LEGEND:**
- MONUMENT IN PLACE
 - MONUMENT SET
 - BOUNDARY LINE
 - EXISTING PROPERTY LINE
 - EXISTING EASEMENT LINE

NOTES:
1. GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET

Mead & Hunt
1000 1st Avenue North
Fargo, ND 58102
Phone: 701-586-6450
meadandhunt.com
Project No. 17-001
SHEET 1 OF 1

(10)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*

DATE: FEBRUARY 20, 2020

**RE: PROPOSAL RECEIVED FOR REDEVELOPMENT OF 1015, 1019, 1023
and 1027 13TH AVENUE SOUTH**

The City of Fargo has received a proposal from Rebuilding Together Fargo-Moorhead Area (RTFMA) in response to a Request for Proposals that the Planning and Development Department issued for redevelopment of 1015, 1019, 1023 and 1027 13th Avenue South.

The sole proposal received demonstrates fulfillment of the requested qualifications, relevant experience, and established financial capacity to successfully complete the redevelopment project by the developer. Rebuilding Together intends to work together with the City of Fargo, other non-profit housing organizations, and a local builder to develop affordable single-family, owner-occupied housing units on the vacant lots. RTFMA proposes developing the property as two 1,800 square foot total and 1,500 square foot livable three-bedroom, two bath twin homes facing 11 Street South. Development will begin as early as spring of 2020 and be completed by the end of 2020, with homebuyers occupying the units by spring of 2021.

Staff is working with Cass Clay Community Land Trust (CCLT) and RTFMA to see if deeding the land to CCLT is feasible in order to ensure long-term affordability of the units. Rebuilding Together Fargo-Moorhead Area will uphold the affordability of the two twin homes through determination of occupancy by individuals or families whose incomes do not exceed 120% of Fargo's Area Median Income, subject to a 20-year affordability period.

Staff is seeking approval of the proposal and authorization to enter into a development agreement following Neighborhood Stabilization Program rules.

Recommended Motion: Accept the proposal submitted by Rebuilding Together and request staff and the City Attorney to bring back a contract for redevelopment of 1015, 1019, 1023, 1027 13th Avenue South following Neighborhood Stabilization Program rules.



**REBUILDING TOGETHER FARGO-MOORHEAD
AREA
REQUEST FOR PROPOSALS
TO DEVELOP CITY-OWNED PROPERTY
NSP Program – 1015, 1019, 1023, and 1027 13th Avenue South**

SUBMISSION REQUIREMENTS

All proposals must be **received by February 11, 2020 at 4:00 p.m.** Any proposals received after that time will be rejected. Submit proposals containing the required information, along with a signed copy of the page 3 of this request to:

Auditor's Office
225 4th Street North, Fargo, ND 58102
Attn: Tia Braseth
Re: NSP Infill RFP – 1015, 1019, 1023, & 1027 13th Avenue South

Developer

1. **Name and Mailing Address:** Rebuilding Together Fargo-Moorhead Area Inc
700 Main Ave, Suite 10
Fargo, ND 58103
2. **Legal status (ex. for-profit corporation, individual, non-profit, etc):** 501(c) (3) Non-Profit
3. **Qualifications to undertake proposed redevelopment:**

Since 2011, Rebuilding Together Fargo-Moorhead Area (RTFMA) has been dedicated to assisting low –income military veterans, seniors, and disabled individuals and their families with safe and healthy home repairs and improvements. Creating a safe, healthy, and thriving community one home at a time. These repairs and improvements prevent homelessness, reduce accidents, decreases the cost of long-term care and revitalize our community.

RTFMA employees 3 staff members. The Executive Director, Russ Richards, has extensive experience in non-profit management, property management, project management, construction, and business. The Program Coordinator, Andrea Steele, holds 20 years' experience in retail construction sales and has coordinated and managed dozens of housing repair and restoration projects. The Development Director, Beth Jansen, has experience in non-profit management, marketing, development, project coordination, and business. The board of directors consists of general contractors, business professionals, accountants, bankers, and realtors with a vast knowledge base in housing. The board president is currently the CEO of a multimillion-dollar non-profit organization specializing in the residential care and housing of individuals living with a disability.

RTFMA's projects range in scope from minor volunteer delivered handyman type repairs, to contracted electrical or plumbing services, to contracted siding, window, and roof replacement, to complete gut rehab projects utilizing a combination of both volunteers and

contractors. RTFMA has a network of skilled volunteers, contractors, and program staff capable of completing or coordinating a wide variety and scope of projects. RTFMA has built a network of over 105 partners within the community who support our efforts through referrals, volunteer resources, in-kind donations, product or labor discounts, and house sponsorships.

4. Relevant Experience:

Since its inception in 2011 RTFMA has completed 309 projects on 222 homes in the Fargo-Moorhead Community. Each year the number of homes impacted has seen steady increase from 10 homes worked on in 2011 to 38 homes in 2019, the number of separate projects has increased as well from 12 to 51. Projects completed fall into 5 program categories:

- **Green Program:** provides safe, healthy, and ecofriendly repairs and restorations assisting low income homeowners to decrease energy spending while revitalizing older neighborhoods. The green program includes volunteer and contractor-delivered repair or replacement of essential systems such as HVAC, water heaters, green appliances, siding, windows, and weatherization.
- **Handyman Program:** creates healthier, more livable homes by providing volunteer and/ or contractor delivered repairs including yardwork, cleaning, installing flooring, patching and painting, electrical, plumbing, landscaping, and almost anything that restores the homeowners' independence, safety and security.
- **Roof Program:** provides contractor delivered roofing repair and/or replacements to create dry, well ventilated homes.
- **Safe at Home Program:** provides volunteer-delivered safety, fall prevention, and entrance access modifications for older adults or those living with a disability so that they can continue to live safely and independently in their own homes.
- **Total Home Make Over (THM):** volunteer and contractor delivered restoration of foreclosed upon dilapidated homes that have sat vacant and are not sellable in their current condition; creating safe, healthy, and affordable homes for low to moderately low-income families while revitalizing neighborhoods.

5. Demonstrated financial capacity to complete the proposed project (e.g., performance bond)

Rebuilding Together has seen substantial financial growth since its inception 2011. From a first-year budget of just \$50,000 to a 2019 budget of \$421,000 and an expected 2020 budget of over \$800,000, RTFMA has successfully managed its resources and gone from one full time employee to one full time and two three-quarter time employees. RTFMA has been able to increase its impact in the community each year both in numbers of projects and scope of projects. RTFMA has managed projects of all sizes and budgets. Funding for this project has been secured through a Wells Fargo Priority Market grant and construction funds are promised through Bell State Bank.

RTFMA has a diverse network of funders including the United Way, Otto Bremmer Trust, Wells Fargo, The Federal Home Loan Bank of Des Moines and The Engelstad Family Foundation as well as many small grantors and individual donations. RTFMA's fundraising efforts continue to

increase annually.

Proposal

1. Project description:

This project is intended to create and maintain affordable housing in affordable neighborhoods within the Fargo Community; through a collaborative effort with the City of Fargo, a Fargo home builder, other non-profit housing organizations, and Rebuilding Together Fargo-Moorhead Area (RTFMA).

Rebuilding Together will work with the City of Fargo, other non-profit housing organizations and a local builder to develop the above-mentioned lot creating two affordable single-family owner-occupied housing units. RTFMA's proposes to develop the property as two 1800 square foot total and 1500 square foot livable three-bedroom two bath twin homes facing 11th st south. The lots which the homes are built on will either remain with the home or be leased to the homeowner by a suitable non-profit housing organization to allow for long term sustainable affordable housing.

RTFMA has a verbal commitment from Bell State Bank for needed construction financing as well as a Priority Market Grant from Wells Fargo to create affordable housing in the downtown area of Fargo. RTFMA is currently working with two area builders on plans and specs for the units. The homes built will be sold to low and moderately low-income families with annual incomes that fall below 80% of the Area's Median income. Rebuilding Together and the home builder will coordinate with area banks who offer low-income home buyers' programs to assist low to moderate income families in purchasing the homes.

The project is a true collaboration with a number of community partners both from the for-profit and non-profit sector. Grant funding and or donated property will allow Rebuilding Together to subsidize the building materials, and development of the homes as needed to ensure affordable sale pricing within HUDs Housing burden guidelines. The project will allow Rebuilding Together to leverage its experience in the maintenance of affordable housing, enabling us to take a role of leadership in future affordable housing initiatives in the community.

2. Timeline:

RTFMA has been developing the project since the fall of 2018. Builders have been approached, plans are in the process of being created, and financing has been primarily obtained. RTFMA intends to begin building once suitable lots are obtained and zoned accordingly. Development can begin as early as the spring or early summer of 2020 and be completed by the end of 2020. The homes are speculated to be sold to home buyers during or before the spring of 2021.

3. Proposed project budget and financing/pro-forma- Attached

4. Preliminary plans

- Drawing/elevations of the proposed structure- Attached
- Site plans- Attached
- Preliminary/schematic floor plans and/or descriptions of the proposed structure, including number of bedrooms, square feet, parking, etc.- Attached

EVALUATION OF PROPOSALS

The City reserves the right, in its sole discretion, to reject any and all proposals or accept any proposal in whole or in part. The City's review committee will evaluate proposals based on the following criteria:

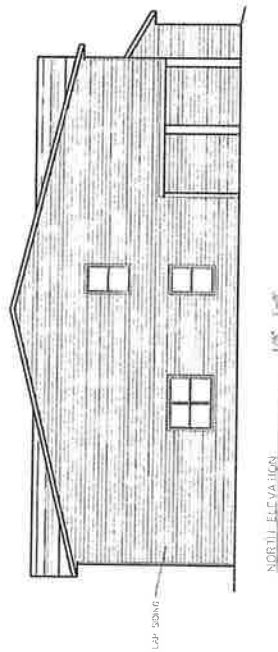
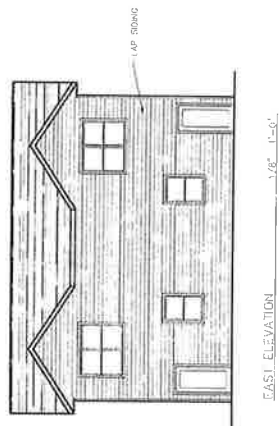
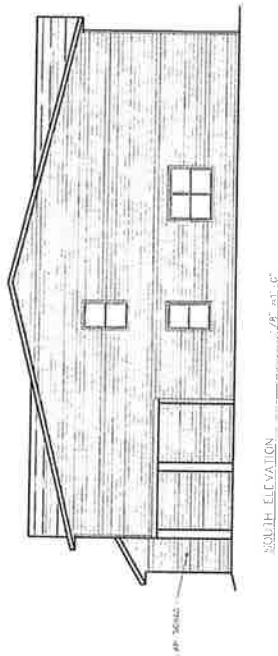
- Consistency with NSP goals and regulations
- Project's consistency with character of surrounding neighborhood
- Timeliness of completion of proposed project (what is the timeline)
- Consistency with stated City goals
- Impact on the neighborhood
- Utilization of City incentives
- Proposer's ability to complete the project
- Proposer's previous project management and construction administration experience
- Proposer's experience with related projects and past project history

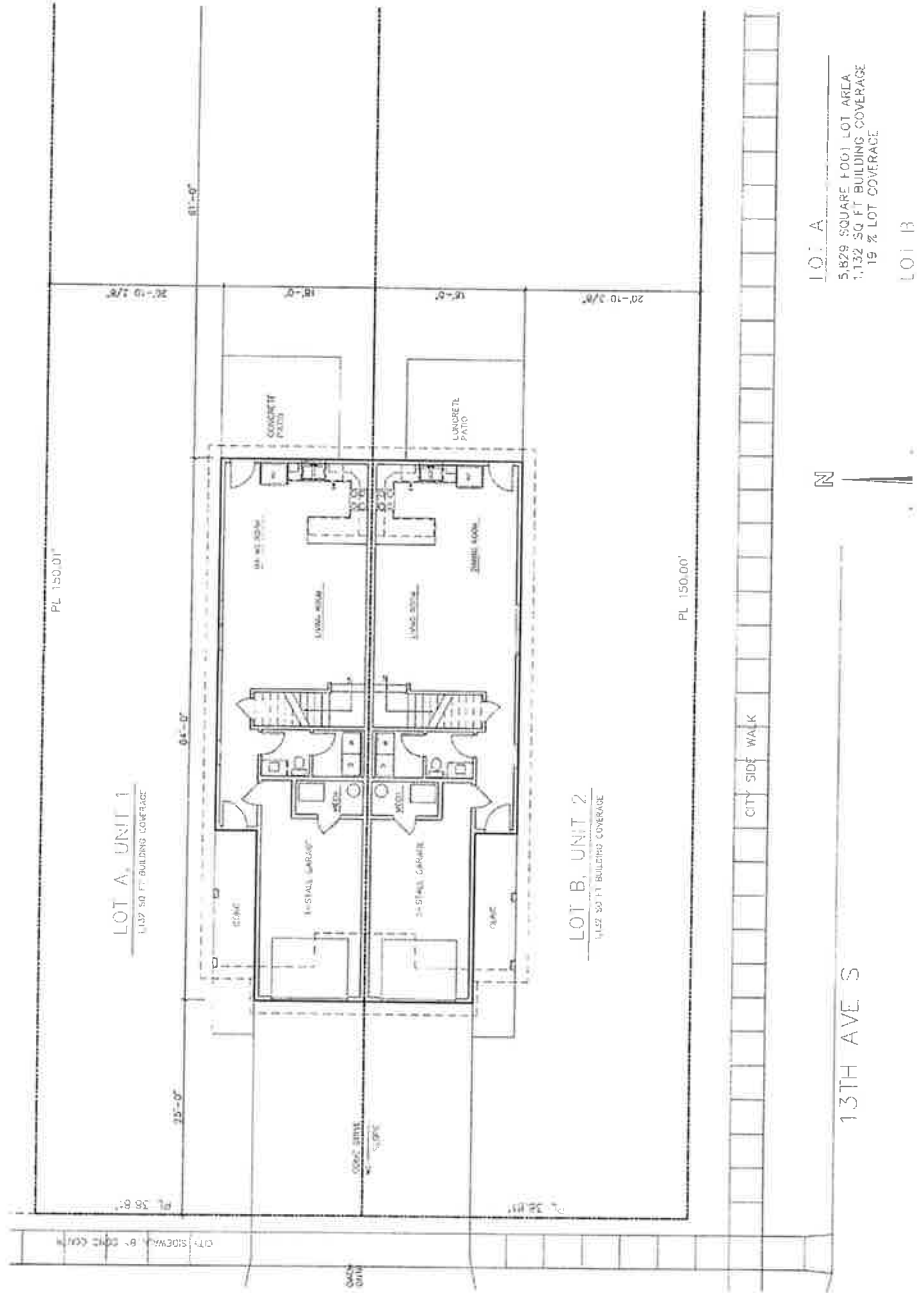
Note: Decisions made by the review committee are subject to the final approval of the City Commission.

I the undersigned attest by my signature that I have read the terms and conditions outlined in this request for proposals and intend to submit a proposal in conformance with said guidance.

	Beth Jansen	2-11-2020
Signature (for)	Printed Name	Date

<i>2020 1015, 1019, 1023, and 1027 13th Avenue South Budget</i>		
	<i>Description</i>	<i>Amount</i>
Program Income		
Bell State Bank	<i>Construction financing</i>	\$ 330,000.00
In-Kind donations	<i>Drawings, Specs, Finishing work on homes</i>	\$ 32,000.00
Total Income		\$362,000.00
Program Expenses		
Building of new homes	<i>Construction</i>	\$300,000.00
Administration costs	<i>Construction management, project management, Volunteer Coordination</i>	\$ 30,000.00
Site work		\$ 32,000.00
Total Program Expenses		\$362,000.00





(11)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR
TIA BRASETH, PLANNING COORDINATOR TB

DATE: FEBRUARY 20, 2020

RE: REQUEST FOR BIDS: PUBLIC FACILITY IMPROVEMENTS - GLADYS RAY HOMELESS SHELTER/1519 1ST AVENUE SOUTH (COMMUNITY DEVELOPMENT BLOCK GRANT – CDBG)

On January 2, 2019, the City Commission approved a CDBG public facilities improvement project at the City's Gladys Ray Homeless Shelter. At this time, the City is prepared to issue a "Request for Bids" so that a contractor may be hired to execute the improvements; see attached. The scope of work includes electrical upgrades, plumbing improvements, HVAC assessment and repair as needed, and finishes (i.e., paint, flooring, bathroom ceilings, & carpentry).

Recommended Motion: Authorize staff to release a "Request for Bids" for public facilities improvements at the City's Gladys Ray Homeless Shelter, upon review by City Auditor and City Attorney.

REQUEST FOR BIDS
PUBLIC FACILITY IMPROVEMENTS – GLADYS RAY HOMELESS SHELTER
City of Fargo

The City of Fargo is soliciting bids from prospective contractors to supply and install various facilities improvement items at its Gladys Ray Homeless Shelter, in accordance with the specifications outlined herein. The work to be done under these Specifications shall include all labor, materials, equipment, and services necessary to complete all improvements to a structure located at:

1519 1 AVE S. FARGO, ND 58103

This project is being funded with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds. Davis Bacon Labor Standards and prevailing wage rates will apply. The primary purpose of this project is to improve a public facility that serves people who are homeless. The facility is a 6,948 square foot, single story facility constructed from concrete masonry units. Improvements will include new flooring materials, new electrical, new plumbing fixtures and equipment, new appliances, new shower and toilet rooms, and new finishes. Each item will be listed in more detail throughout this document.

Project Number:	CDBG 1519 1 AVE S
City Contact:	Tia Braseth, Planning & Development
Contact Phone Number:	701.476.4144
Contact Email:	tbraseth@fargond.gov

INSTRUCTIONS TO BIDDERS

Refer to attached "General Instructions to Contractors".

IMPORTANT! A mandatory pre-bid conference/walk thru is being held onsite at **9:00 am on March 12, 2020**. Bids from contractors who do not attend the site visit will be rejected. The Contractor shall be responsible to verify all necessary dimensions and unit counts prior to bidding. No change in contract unit price shall be made based on errors.

The Contractor shall provide an anticipated construction schedule. If the construction schedule changes at any time throughout the duration of the project, the Contractor shall be required to supply a revised schedule.

PROJECT TIMELINE

Bids will be received until 4:00 PM on:	March 27, 2020
Project completion expected no later than:	December 31, 2020

PROJECT SPECIFICATIONS

PART 1

QUALITY OF MATERIALS & WORK

See attached specification sheets for specific materials. Where specified, Contractor must provide equal or similar.

No trade shall commence Work until conditions are right for carrying out the Work properly, and surfaces to be covered are suitable.

Manufacturer's printed instructions covering details of installations shall be followed where not in conflict with these Specifications. If there is a conflict, notify the City and obtain approval before proceeding.

Completed Work shall be left plumb, level, true to line or plain, anchored securely in place free from damage.

Unless otherwise called for, all pieces of material shall be as large a stock size as in conformity with standard good practice of the trade.

Except where in conflict with these Specifications, current manufacturer's printed Specifications of herein specified proprietary products are made part of these Specifications.

Materials shall be of good quality and new unless otherwise noted in these Specifications.

PART 1.1

WARRANTIES

The Contractor will warrant that the Work, materials, and equipment furnished under the Contract will meet the requirements of Part 1 of these Specifications and be free from defects. If requested, the Contractor shall provide specification sheets on each product or material.

The City reserves the right to pursue claims for all damages which may be sustained, whether actual or consequential. North Dakota Century Code 28-01-16 is the statute of limitations that applies to the construction warranties.

The Prime Contractor shall purchase and pay for all permits and incorporate the cost into the total construction cost.

PART 1.2

CONTRACTOR CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the City's information a Contractor's construction schedule for the Work. At least five days prior to the Contract starting date, the Contractor shall furnish the City with an updated schedule for review. The schedule shall include the proposed starting dates and completion times for each of the major construction/rehabilitation operations. The schedule shall not exceed time limits current under the Contract, shall be revised promptly when for any reason any aspect of the schedule changes. The schedule shall provide for expeditious and practicable execution of the Work.

PART 2 IMPROVEMENTS

2.1 EXISTING CONDITIONS

1. Lighting issues – poor lighting. *Locations: Community Room, Reception Area, & Sleeping Rooms*
2. Plumbing issues – worn and/or faulty faucets, shower heads, controls, and urinals. Not commercial grade. *Locations: Shower Rooms*
3. Accessibility issues – only one ADA compliant shower. *Location: Women's Shower*
4. Carpet – worn. *Location: Throughout*
5. Flooring – broken tile. *Location: Kitchen*
6. Countertops – worn/cracked/peeling. *Location: Kitchen*
7. Blinds – worn. *Location: Reception Area*
8. Privacy issues – no privacy dividers. *Locations: Shower Rooms*
9. Privacy issues – no privacy film. *Locations: Vestibule Windows*
10. Paint & Walls – worn, scuffed, blemished. *Locations: Throughout*
11. Need crash rails or other wall protection in Corridors and Community Room.
12. Need bottle filling station, no existing drinking fountains.

2.2 DEMOLITION

1. Remove lavatories (save for reuse), shower surrounds, and urinals. Leave toilet in place. *Location: Men's Shower*
2. Remove shower surround. *Location: Women's Shower*
3. Demo wall for new bathroom door at new shower room. See attached floor plan for location.
4. Remove suspended ceilings. *Location: Men's & Women's Shower Rooms*

2.3 PLUMBING/MECHANICAL

1. Supply and install ADA compliant vandal-resistant bottle filling station with chiller, filter, and electronic sensor for bottle filling. See attached specification sheet; provide equal or similar. *Location: Community Room (on Mechanical Room wall)*
2. Supply and install countertop ice dispenser. Owner to approve product prior to installation. *Location: Kitchen*
3. Install new tiled ADA compliant showers and fixtures. *Location: All Shower Rooms*
4. Reuse existing lavatories and re-install in compliance with ADA. Include new ADA compliant, high strength commercial grade faucets. *Location: New Shower Rooms*
5. Replace existing faucet with new ADA compliant, high strength commercial grade faucets. *Location: Women's Shower Room*
6. Inspect HVAC and repair or update as needed to eliminate existing moisture issues. *Location: Shower Rooms*

7. Relocate HVAC as needed to replace suspended ceiling with built ceiling (i.e., sheetrock). *Location: Shower Rooms*

2.4 ELECTRICAL

1. Install high impact surface wall mount dimming LED light fixtures with locked dimmer switches. See attached specification sheet; provide equal or similar. *Locations: Community Room (4 fixtures) & Sleeping Areas (8 fixtures in Men's, 9 fixtures in Women's) – See attached plan for locations, install between existing fluorescent fixtures.*
2. Upgrade existing fluorescent lighting tubes to dimmable LED lighting tubes and upgrade to dimmer switches. *Location: Reception Area*
3. Install electrical surface raceway along North, East, and South perimeters of room including standard outlets and USB ports. *Locations: Sleeping Areas*
4. Provide electrical supply for bottle filling station. See attached specification sheet; provide equal or similar. *Locations: Community Room (Mechanical Room wall)*

2.5 OPENINGS

1. Supply and install new door. *Location: New shower/toilet room. See attached plan for location.*
2. Replace existing door with new. *Location: Men's Shower*

2.6 CARPENTRY

1. Build wall in center of Men's Shower to separate into 2 shower/toilet rooms.
2. Build walls in all shower rooms to accommodate new accessible shower surrounds and fixtures. See attached plan for general location.
3. Replace suspended ceiling with built ceiling (i.e., sheetrock). *Location: Shower Rooms*

2.7 FINISHES

1. Patch walls where urinals, lavatories, and showers were removed. *Location: Shower Rooms*
2. Install rectangle plank wall tile at 4' height around all shower room perimeters. See attached specification sheet; provide equal or similar. Owner to select color. *Locations: Shower Rooms*
3. Provide unisex signage. *Locations: Shower Rooms*
4. Provide "Women's Dorm" & "Men's Dorm" signage. *Location: Outside of Sleeping Areas*
5. Supply and install new high wear plastic laminate countertops. See attached specification sheet; provide equal or similar. Owner to select color. *Locations: Kitchen*
6. Repair, patch, and fill chips, cracks, holes, and other blemishes; then paint all walls using contractor grade, high quality paint. Owner to choose color(s). *Locations: All Rooms*
7. Supply and install one way reflective privacy film on vestibule windows. *Location: Vestibule*

2.8 FLOORING

1. Install epoxy flake resin flooring (min. 2 mm. thickness or 40 mils nominal). See attached specification sheet; provide equal or similar. Owner to select color. *Locations: Kitchen, Kitchen Pantry, Shower Rooms (see attached floor plan)*

2. Replace carpet with commercial high traffic carpet tiles. See attached specification sheet; provide equal or similar. Owner to select color/style. Provide extra 500 square feet of tiles to cover future replacements. *Locations: Sleeping Areas & Adjacent Corridor (see attached floor plan)*
3. Replace carpet with commercial grade homogenous sheet vinyl. See attached specification sheet; provide equal or similar. Owner to select color. *Locations: Corridors, Community Room, Reception Area, & Single Sleeper Room (see attached floor plan)*

2.9 WALL PROTECTION

1. Supply and install crash rails. See attached specification sheet; provide equal or similar. Owner to select color. *Locations: Corridors & Community Room (see attached floor plan)*
2. Supply and install wall panels around corners. See attached case study photos, Acrovyn (manufacturer of crash rails above) also manufactures panels that install around curves; provide equal or similar. Owner to select color. *Location: At curved corners of corridors, 4 locations*

2.10 EQUIPMENT

1. Replace refrigerator with commercial kitchen refrigerator. Owner to choose type based on Contractor-provided options.

2.11 PERMITS

1. The Contractor shall be responsible for obtaining all permits necessary. Permit costs shall be included in the bid.

2.12 PROTECTION OF EXISTING FACILITIES

Caution shall be taken to ensure protection of existing facilities throughout the duration of all work related to this contract. Any damages resulting from the work under this contract shall be corrected at the expense of the Contractor.

PART 3

OWNERSHIP OF PROPERTY & TEMPORARY CONTROLS

3.1 OWNERSHIP OF PROPERTY

PROPERTY IS OWNED BY THE CITY OF FARGO.

No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract.

Only such property may be salvaged by the Contractor other than specified by the City of Fargo, and in the event of any doubt respecting the ownership of any particular property, the Contractor shall request from the City of Fargo a written statement respecting its ownership. All salvage becomes the property of the Contractor, but storage of such materials and equipment of the project area will not be permitted. Personal property of third persons or of occupants of building on the site shall not become the property of the Contractor.

3.2 TEMPORARY CONTROLS

In review, will add.

PART 4
GUARANTEE, MEASUREMENT & PAYMENT

4.1. GUARANTEE

The guarantee shall cover the contract as to workmanship and material for a period of twelve (12) months from the date of final acceptance and payment.

4.2. MEASUREMENT AND PAYMENT

Payment requests shall be submitted to the City as needed for review and approval at least 14 days prior to payment issuance. Any item of work necessary to properly complete the outlined work which is not included in this request shall be considered an incidental item; the cost shall be charged to other items. The City will withhold a retainage in the amount of 5% of the total work completed and materials on hand until the project is fully complete. However, the City may reduce the amount retained upon substantial completion at the discretion of the City.

Within 14 days of receipt of payment from the City of Fargo, the Contractor shall pay their subcontractors for any undisputed work completed, less the share of the retainage withheld by the City for the work. The Contractor shall attest to this and certify on all pay requests that they have made prompt payments to all their subcontractors and suppliers. Failure to comply with this requirement will be justification for withholding future payments.

PART 5
LIQUIDATED DAMAGES/EXTRA AND FORCE ACCOUNT WORK

5.1. LIQUIDATED DAMAGES

The City is entitled to the recovery of damages due to the Contractor's failure to complete the work on time. By executing the Contract, the Contractor agrees to the assessment of Liquidated Damages in the amount of \$500 per calendar day that the completion date is not met. The intent of the Contract is that these damages will be used at the discretion of the City in lieu of making a precise determination of actual damages incurred.

5.2. EXTRA AND FORCE ACCOUNT WORK

The Contractor shall notify the City of any potential claims for additional compensation on the basis of extra work prior to commencing such extra work. Extra work items will not be authorized until a change order, extra work order, or supplemental agreement has been fully executed. The City may authorize minor extra work items prior to execution of the change order or extra work order, but only if unit prices for the extra work have been agreed upon in advance of the extra work taking place. Work performed on a Force Account basis will not be permitted except as authorized in writing by the City in advance of the extra work taking place.

PART 5.1
CHANGE ORDER PROCEDURES

In review, will add.

PART 5.2
CONTRACT CLOSEOUT

In review, will add.

**PART 5.3
RECORD KEEPING**

In review, will add.

**PART 6
DAVIS BACON LABOR STANDARDS & PREVAILING WAGE RATES**

Refer to attached "Davis Bacon Labor Standards & Prevailing Wage Rates". This project is subject to Davis Bacon Labor Standards and prevailing wages.

**PART 7
DEBARRED CONTRACTORS & ACTIVE REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT**
To determine whether a contractor or subcontractor has been debarred, the contractor and subcontractors must be registered in the federal System for Award Management (www.sam.gov) within 30 days of this contract award. Preference may be given to those already registered at time of bid submittal. Status must show active registration without debarment in order for the City to execute the contract.

**PART 8
SUBMITTAL OF BID**

8.1. GENERAL INSTRUCTIONS TO BIDDERS

Refer to attached "General Instructions to Bidders".

8.2 BID & SIGNATURE FORM

Complete attached Bid & Signature Form.

GENERAL INSTRUCTIONS TO BIDDERS

IB-1. **EXAMINATION OF REQUEST FOR BIDS.** Before submitting a bid, all Contractors shall examine the complete Request for Bids packet.

IB-2. **DETERMINATION OF NON-RESPONSIBLE CONTRACTOR.** Contracts will not be awarded to any Contractor who is determined to be not responsible by the City Commission of the City of Fargo.

A Contractor may be determined to be a non-responsible Contractor for any one or more of the following reasons:

1. Inadequate financial resources to perform the Contract;
2. Inadequate experience, organization, or technical resources to perform the Contract;
3. Uncompleted work which the City of Fargo (the "City") determines might hinder or prevent prompt completion of additional work;
4. Default under previous or existing Contracts;
5. Failure to repay monies due the City resulting from overpayments;
6. Unsatisfactory performance on previous work or current contract(s), including but not limited to: (a) Noncompliance with contract requirements, or City's directives; (b) failure to complete work on time; (c) instances of substantial corrective work prior to acceptance; (d) instances of completed work that requires acceptance at reduced pay; and (e) production of non-specification work or materials; and
7. Any other facts or circumstances showing a reasonable likelihood of inability to perform the Contract.

IB-3. **ADDENDA.** Answers to all questions, inquiries, and requests for additional information will be issued only to those obtaining documents. Contractors may, during the quoting period, be advised by addenda of additions, deletions from, or changes to the requirements of the quote documents. The City is not responsible for the authenticity or correctness of oral interpretations of the quote documents or for information obtained through other than addenda. Receipt of addenda shall be considered part of the bid documents.

Questions concerning the Request for Bids must be made in writing at least forty-eight (48) hours in advance of the time set for quote opening, exclusive of Sundays and legal holidays. The City will respond in writing to all inquiries twenty (20) hours before the time set for quote opening to all Contractors obtaining bid documents. In no event will questions be answered if made within twenty-four (24) hours prior to quote opening.

IB-4. **INVESTIGATION BY CONTRACTORS.** Contractors must satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the location of and the conditions affecting the proposed work and as to the cost thereof. No information derived from maps, plans, specifications, profiles, or drawings, or from verbal statements by any official and/or other representative of the City, will relieve the Contractor from any risk or from fulfilling all of the terms of the Contract. The accuracy of the Contractor's interpretation of the facts disclosed by any preliminary investigations that may have been made by the City is not guaranteed. The Contractor shall not, at any time, make claims to additional payments or considerations on account of any misunderstanding regarding the nature or amount of the work to be done.

IB-4.1. **Underground Utilities.** Contractors are responsible for damage to any underground or overhead piping, wiring or other utility property, occurring during any excavation or

construction by Contractor. The Contractor, before commencing any excavation or construction shall locate the previously mentioned underground property by contacting the following: North Dakota One-Call at (800) 795-0555

IB-5. LEGAL CONDITIONS. Contractors are required to comply with the laws of the State of North Dakota and the City of Fargo Municipal Code.

IB-5.1. Federal Taxes. The City is exempt from Federal Tax on the transportation of property, and the Contractor shall not include such taxes.

IB-5.2. State Taxes. The current income clearance number issued by the State Tax Department shall be furnished by the Contractor to the City.

IB-5.3. Addenda Acknowledgement and License Requirements. All quotes must be in a sealed envelope plainly marked with the name and address of the Project, and attached to the outside of the quote envelope must be **A SEPARATE ENVELOPE CONTAINING A LIST OF ALL ADDENDA TO THE PLANS AND SPECIFICATIONS AND AN ACKNOWLEDGEMENT BY THE CONTRACTORS OF RECEIPT OF SUCH ADDENDA, AND THE CONTRACTOR'S LICENSE OR CERTIFICATE OF RENEWAL.**

All Contractors, except Contractors on a municipal, rural, and industrial water supply project authorized for funding under Public Law No. 99-294 [100 Stat. 426; 43 U.S.C. 390a], must be licensed for the full amount of the quote, as required by N.D. Cent. Code Section 43-07-05. A copy of the Contractor's License or Certificate of Renewal thereof, issued by the Secretary of State, must be enclosed in the quote envelope as required under N. D. Cent. Code Section 43-07-12. A Contractor must be the holder of a license at least ten (10) days prior to the date set for receiving quotes to be a qualified Contractors.

No bid may be read or considered if it does not fully comply with these requirements and any deficient quote submitted must be resealed and will be returned to the Contractor immediately.

The City Commission reserves the right to reject any and all bids and rebid the project until a satisfactory bid is received.

IB-6. FORMS OF BID. All bids must be upon attached Bid & Signature Form. The package must be enclosed in a sealed envelope and deposited with the City Auditor's Office, identifying the name of the Contractor and its contents. The quote must be signed by the principal or an authorized representative, with such authority properly evidenced.

IB-7. FILLING IN BIDS. All prices must fully cover all items for which bids are herein asked. Any bid submitted on items not included in the bid form shall be grounds for rejection of the entire bid.

IB-8. CAUSES OF REJECTION. The City Commission may reject any and all bids if in its opinion the best interests of the City will be served thereby. Bids may be considered irregular and may be rejected if:

1. The bid is not properly signed.
2. The Contractor fails to provide any of the required documents.
3. There are unauthorized additions, conditional or alternate bids, or irregularities of any

kind which may make the Request for Bids incomplete, indefinite, or ambiguous.

4. A price per unit cannot be determined from the bid, except in the case of authorized alternate pay items.
5. It is determined that the unit prices are materially unbalanced to the potential detriment of the City.

IB-9. WITHDRAWALS. A bid may be withdrawn at any time prior to the expiration of the period during which bids may be submitted by written request of the Contractor, which must be signed in the same manner and by the same person or persons who signed the Bid Form. No bid can be withdrawn thereafter.

IB-10. BIDDER'S BOND. Each bid shall be accompanied by a bond to the City. Such bond shall be enclosed in the separate sealed envelope with the Contractor's license and addenda acknowledgement documents. The amount of the bond shall be at least 5% of the amount of the bid.

Said bond shall be executed by the Contractor as principal and a surety company authorized to do business in the State of North Dakota as surety.

IB-11. CONTRACT. The successful Contractor will be required to execute a written Contract within ten (10) days after receiving such Contract for execution. The Contract shall be attached hereto and made a part of these requirements.

A corporation to which a Contract is awarded will, before the Contract is finally executed, if deemed desirable by the City Commission, be required to furnish certificates as to its corporate existence and evidence that the officer signing the Contract is duly authorized to do so on behalf of the corporation.

IB-12. CONTRACT BOND. The successful Contractor shall, within ten (10) days or such time as may be fixed by the City Commission for executing the Contract, file a contract bond with the City Auditor in a sum equal to the full amount of the Contract. Said bond shall be executed by the Contractor as principal and a surety company authorized to do business in the State of North Dakota as surety.

The contract bond shall be made payable to the City and shall be conditioned on the Contractor's full and faithful performance of the work bid. In the event of default, the bond shall be taken and held to be fixed and liquidated damages in favor of the City and the full amount thereof may be recovered from the Contractor and its sureties in an action by the City against them on their bonds. The sufficiency of any bond filed by a Contractor shall be determined by the City Commission at the time of considering bids. If the City Commission shall at any time deem the bond of the Contractor insufficient, either in form or sufficiency of sureties, it may require the successful Contractor to furnish a new bond. Said bond to be approved by the City Commission, within such reasonable time as the City Commission may fix and if the Contractor shall fail to furnish such new bond within the time required after notice to do so, the Contract shall be cancelled and the Contractor's bond shall be liable the same as if the Contractor had failed to perform the Contract.

IB-13. PATENTS AND INFRINGEMENTS. The successful Contractor must protect and indemnify the City against any claim or demand for infringements on any patented article, invention, arrangement or appurtenances that may be used in connection with the construction, erection or maintenance of this work.

- IB-14. INVITATIONS. Contractors are invited to be present at the opening of the quotes.
- IB-15. ENFORCEMENT OF SPECIFICATIONS. The City will rigidly enforce each and every requirement of the Contract.
- IB-16. COMPLIANCE WITH LABOR STANDARDS (DAVIS-BACON ACT) REQUIRED ON CONSTRUCTION PROJECTS FINANCED WITH FEDERAL FUNDS. Contractor must comply with all requirements of the Davis-Bacon Act on applicable projects.
- IB-17. EQUAL OPPORTUNITY REGULATIONS. Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, or national origin and will comply with all employment laws and regulations. Failure to do so may result in termination of the Contract. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- IB-18. COMPLIANCE WITH ENVIRONMENTAL PROTECTION REGULATIONS. Contractors are required to comply with all applicable pollution control and environmental protection regulations.
- IB-19. INSURANCE. Contractor shall secure insurance against hazards as enumerated herein. All policies shall be with companies satisfactory to the City and in amount and form as specified.

All certificates of insurance shall be on the form provided herein, and the said certificate shall state that ten (10) days written notice will be given to the City before the policy is cancelled or changed.

No Contractor or Subcontractor will be permitted to start any construction under the terms of the Contract until a certificate of all insurance as required herein is filed with the City.

- IB-19.1. Public Liability and Property Damage. Contractor shall provide public liability and property damage insurance against risks resulting from the following:

- A. Operations of Contractor;
- B. Operations of Subcontractors (contingent);
- C. Completed operations;
- D. Contractual Liability (broad form); and
- E. Property damage liability including:
 - 1. Damage due to blasting;
 - 2. Damage due to collapse;
 - 3. Damage to underground facilities; and
 - 4. Broad form property damage:
 - a. Premises and operations
 - b. Contractual

The liability limits of said insurance shall be as follows:

- A. Bodily Injury
 - 1. \$1,000,000 each person
 - 2. \$1,000,000 each occurrence
 - 3. \$2,000,000 aggregate

- B. Property Damage
 - 1. \$1,000,000 each occurrence
 - 2. \$1,000,000 aggregate
 - 3. \$2,000,000 aggregate (property damage auto)

IB-19.2. Automobile Liability. The Contractor shall provide automobile liability insurance covering operation of all vehicles which are either hired, owned, or non-owned as follows:

- A. Bodily Injury
 - 1. \$1,000,000 each person
 - 2. \$1,000,000 each occurrence
- B. Property Damage Liability
 - 1. \$1,000,000 each occurrence

IB-19.3. Workmen's Compensation. The Contractor shall be insured against liability for injury to employees in accordance with the laws of the State of North Dakota. A coverage certificate shall be furnished to the City prior to the commencement of any work.

IB-19.4. Railroad Protective Liability. In the event the contemplated project encroaches on any railroad sufficiently to require permission for construction from the railroad, the successful Contractor will be required to furnish to the railroad a Railroad Protective Liability Insurance Policy in a form acceptable to that railroad.

BID & SIGNATURE FORM

The undersigned agrees that directly following the date of "Notice of Award" of this bid, that they shall execute a Contract. The undersigned further agrees that they will begin work on this project directly following the issuance of the Notice to Proceed and shall complete the work according the timeline provided with this bid.

PROJECT TIMELINE

Bids Due by 4:00 pm (any bids received after this time will be rejected)	March 27, 2020
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In submitting this bid, it is understood that the right is reserved by the City to reject any or all bids and waive informalities. It is further understood that this bid may not be withdrawn for a period of at least **10 days** from the date of the opening of the bids, unless otherwise determined by the City.

Contractor's Business Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____

Email: _____

	ITEM	UNIT (if applicable)	QTY. (if applicable)	UNIT PRICE (if applicable)	TOTAL \$
1.	Demolition (Section 2.2.) Remove lavatories (save for reuse), shower surrounds, and urinals. Leave toilet in place. <i>Location: Men's Shower</i>				
1.1	Demolition (Section 2.2.) Remove shower surround. <i>Location: Women's Shower</i>				
1.2	Demolition (Section 2.2.) Remove suspended ceilings. <i>Location: Men's & Women's Shower Rooms</i>				
2.	Demolition (Section 2.2.) Demo wall for new bathroom door at new shower room. See attached floor plan for location.				
3.	Plumbing & Mechanical (Section 2.3) Supply and install ADA compliant vandal-resistant bottle filling station with chiller, filter, and electronic sensor for bottle filling. See attached specification sheet; provide equal or similar. <i>Location: Community Room (against Mechanical Room wall)</i>				
	PAGE SUBTOTALS				

	ITEM	UNIT (if applicable)	QTY. (if applicable)	UNIT PRICE (if applicable)	TOTAL \$
4.	Plumbing & Mechanical (Section 2.3) Supply and install countertop ice dispenser. Owner to approve product prior to installation. <i>Location: Kitchen</i>				
5.	Plumbing & Mechanical (Section 2.3) Install new tiled ADA compliant showers and fixtures. <i>Location: All Shower Rooms</i>				
6.	Plumbing & Mechanical (Section 2.3) Reuse existing lavatories and re-install in compliance with ADA. Include new ADA compliant, high strength commercial grade faucets. <i>Location: New Shower Rooms</i>				
7.	Plumbing & Mechanical (Section 2.3) Replace existing faucet with new ADA compliant, high strength commercial grade faucets. <i>Location: Women's Shower Room</i>				
7.1	Plumbing & Mechanical (Section 2.3) Inspect HVAC and repair or update as needed to eliminate existing moisture issues. <i>Location: Shower Rooms</i>				
7.2	Plumbing & Mechanical (Section 2.3) Relocate HVAC as needed to replace suspended ceiling with built ceiling (i.e., sheetrock). <i>Location: Shower Rooms</i>				
8.	Electrical (Section 2.4) Install high impact surface wall mount dimming LED light fixtures with locked dimmer switches. See attached specification sheet; provide equal or similar. <i>Locations: Community Room (4 fixtures) & Sleeping Areas (8 fixtures in Men's, 9 fixtures in Women's) – See attached plan for locations, install between existing fluorescent fixtures.</i>				
9.	Electrical (Section 2.4) Upgrade existing fluorescent lighting tubes to dimmable LED lighting tubes and upgrade to dimmer switches. <i>Location: Reception Area</i>				
10.	Electrical (Section 2.4) Install electrical surface raceway along North, East, and South perimeters of room including standard outlets and USB ports. <i>Locations: Sleeping Areas</i>				
11.	Electrical (Section 2.4) Provide electrical supply for bottle filling station. See attached specification sheet; provide equal or similar. <i>Locations: Community Room (Mechanical Room wall)</i>				
-	PAGE SUBTOTALS				

	ITEM	UNIT (if applicable)	QTY. (if applicable)	UNIT PRICE (if applicable)	TOTAL \$
12.	Openings (Section 2.5) Supply and install new door. <i>Location: New shower/toilet room. See attached plan for location.</i>				
13.	Openings (Section 2.5) Replace existing door with new. <i>Location: Men's Shower</i>				
14.	Carpentry (Section 2.6) Build wall in center of Men's Shower to separate into 2 shower/toilet rooms.				
15.	Carpentry (Section 2.6) Build walls in all shower rooms to accommodate new accessible shower surrounds and fixtures. See attached plan for general location.				
16.	Finishes (Section 2.7) Patch walls where urinals, lavatories, and showers were removed. <i>Location: Shower Rooms</i>				
17.	Finishes (Section 2.7) Replace suspended ceiling with built ceiling (i.e., sheetrock). <i>Location: Shower Rooms</i>				
18.	Finishes (Section 2.7) Provide signage. <i>Locations: Shower Rooms</i>				
19.	Finishes (Section 2.7) Supply and install new high wear plastic laminate countertops. See attached specification sheet; provide equal or similar. Owner to select color. <i>Locations: Kitchen</i>				
20.	Finishes (Section 2.7) Repair, patch, and fill chips, cracks, holes, and other blemishes; then paint all walls using contractor grade, high quality paint. Owner to choose color(s). <i>Locations: All Rooms</i>				
21.	Finishes (Section 2.7) Patch walls where urinals, lavatories, and showers were removed. <i>Location: Shower Rooms</i>				
21.1	Finishes (Section 2.7) Install rectangle plank wall tile at 4' height around all shower room perimeters. See attached specification sheet; provide equal or similar. Owner to select color. <i>Locations: Shower Rooms</i>				
21.2	Finishes (Section 2.7) Provide "Unisex" signage. <i>Locations: Shower Rooms</i>				
-	PAGE SUBTOTALS				

	ITEM	UNIT (if applicable)	QTY. (if applicable)	UNIT PRICE (if applicable)	TOTAL \$
21.3.	Finishes (Section 2.7) Provide "Women's Dorm" & "Men's Dorm" signage. <i>Location: Outside of Sleeping Areas</i>				
22.	Flooring (Section 2.8) Install epoxy flake resin flooring (min. 2 mm. thickness or 40 mils nominal). See attached specification sheet; provide equal or similar. Owner to select color. <i>Locations: Kitchen, Kitchen Pantry, Shower Rooms, Laundry (see attached floor plan)</i>				
23.	Flooring (Section 2.8) Replace carpet with commercial high traffic carpet tiles. See attached specification sheet; provide equal or similar. Owner to select color. <i>Locations: Sleeping Areas & Lounge (see attached floor plan)</i>				
24.	Flooring (Section 2.8) Replace carpet with commercial grade homogenous sheet vinyl. See attached specification sheet; provide equal or similar. Owner to select color. <i>Locations: Corridors, Community Room, Reception Area, & Single Sleeper Room (see attached floor plan)</i>				
25.	Wall Protection (Section 2.9) Supply and install crash rails. See attached specification sheet; provide equal or similar. Owner to select color. <i>Locations: Corridors & Community Room (see attached floor plan)</i>				
25.1	Wall Protection (Section 2.9) Supply and install wall panels around corners. See attached case study photos, Acrovyn (manufacturer of crash rails above) also manufactures panels that install around curves; provide equal or similar. Owner to select color. <i>Location: At curved corners of corridors, 4 locations</i>				
26.	Equipment (Section 2.10) Install upright, standard, full size commercial freezer. Owner to select based on Contractor-provided options. <i>Locations: Kitchen</i>				
QUOTE TOTALS					

Submit Bids To:

City of Fargo
Auditor's Office
225 4 St N
Fargo, ND 58102

NOTE: Non-Collusion Affidavit must be submitted with bid (see attached).

NON-COLLUSION AFFIDAVIT

Submit this page with bid

1519 1 Ave S Gladys Ray Shelter Facilities Improvements
CDBG-1519 1 Ave S

STATE OF _____

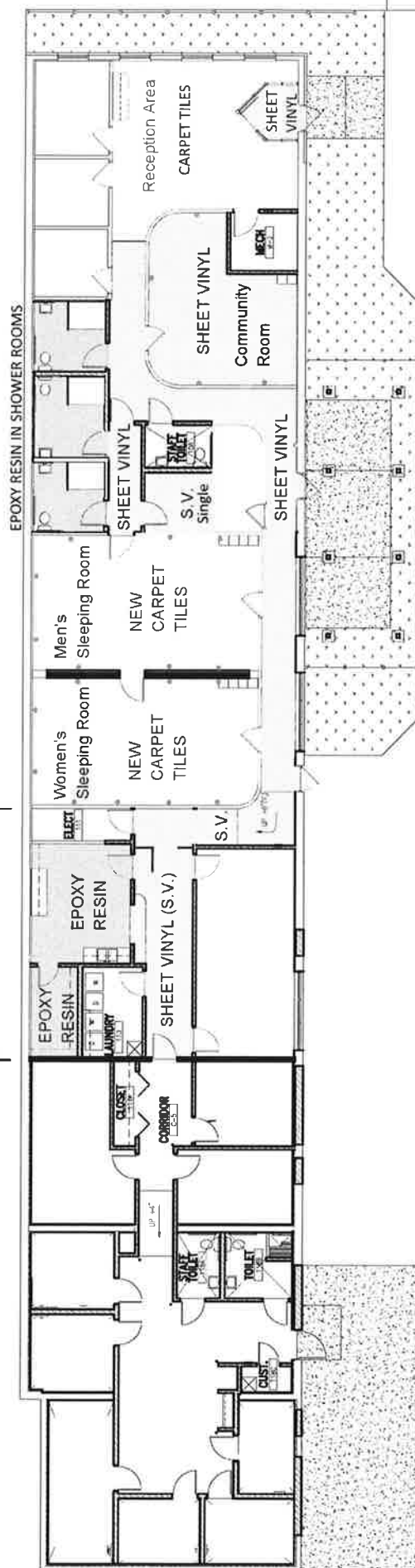
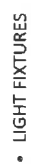
COUNTY OF _____ SS

I, _____, the undersigned, after being
(Name of person signing this affidavit)

first duly cautioned and sworn, do depose and say:

1. I am the representative of and have the authority to make this affidavit for and on behalf of the named entity _____, and that I have
(Name of Entity)
the authority to make this affidavit for and on behalf of said entity, which may be or has been selected as a Contractor/consultant/vendor for the City of Fargo.
2. In connection with this request for quotes, the said entity has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding.
3. To the best of my knowledge and belief, the contents of this request for quotes has not been communicated by the entity or by any of the entity's employees or agents to any person who is not an employee or agent of the entity, and will not be communicated to any person who is not an employee or agent of the entity or the surety prior to the official opening of the quote.
4. I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____
(Authorized Signatory of Entity)



Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such 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 the clause set forth in subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: ND20200013 01/03/2020

Superseded General Decision Number: ND20190013

State: North Dakota

Construction Type: Building

County: Cass County in North Dakota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

BOIL0647-006 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 37.22	27.14

BRND0001-002 05/01/2018

	Rates	Fringes
BRICKLAYER.....	\$ 33.68	13.42

ELEC1426-004 06/01/2019

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 31.62	11.5%+10.80

IRON0512-006 05/01/2018

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.05	27.85

PLAS0633-001 05/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.33	14.90

PLUM0300-016 06/04/2018

	Rates	Fringes
PIPEFITTER.....	\$ 34.44	16.42
PLUMBER.....	\$ 34.44	16.42

SFND0669-002 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.02	19.29

* SHEE9010-002 06/03/2019

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 27.91	18.21

SUND2012-002 08/18/2014

	Rates	Fringes
CARPENTER (Drywall Finishing/Taping Only).....	\$ 21.22	7.11
CARPENTER, Excludes Drywall Finishing/Taping, Drywall Hanging, and Metal Stud Installation.....	\$ 19.24	4.89
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 21.36	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 21.14	5.73
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 15.80	2.60
LABORER: Common or General.....	\$ 13.05	2.92
LABORER: Mason Tender - Brick...\$	15.32	0.00
LABORER: Mason Tender - Cement/Concrete.....\$	14.54	3.41
OPERATOR: Backhoe/Excavator/Trackhoe.....\$	26.00	3.82
OPERATOR: Crane.....\$	26.18	9.39
OPERATOR: Forklift.....\$	23.06	15.47
OPERATOR: Loader.....\$	23.75	0.00
PAINTER (Brush and Roller).....\$	21.86	8.41
ROOFER.....\$	16.37	2.84
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$	27.27	7.76
TRUCK DRIVER: Dump Truck.....\$	19.81	5.42

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

" END OF GENERAL DECISION

February 20, 2020

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Resolution for Application and Eligibility Criteria – Seized Asset Forfeiture Expenditures

Dear Commissioners:

In accordance with recent State legislation concerning civil asset forfeiture funds seized by the Fargo Police Department in the course of its law enforcement efforts from related criminal activity, presented for your consideration is a Resolution Establishing an Application and Approval Process and Eligibility Criteria for Civil Asset Forfeiture. The Resolution is presented to provide both a historical perspective and a roadmap for compliance with the revised statute, N.D. Cent. Code Ch. 19-03.1. It is my intention to ensure transparency of the process by requiring the Chief of Police make the application for approval to the Board of City Commissioners for a finding of compliance.

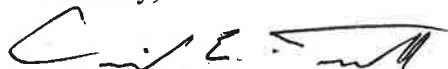
In addition to the Resolution presented for adoption, I am submitting two applications which I believe meet the application process requirements and the eligibility criteria established by the Resolution.

Recommended Motion:

Approve and adopt the Resolution Establishing Application and Approval Process and Eligibility Criteria for Civil Asset Forfeiture, and further move to approve the two applications presented by the Chief of Police, finding the application is complete, and the eligibility criteria have been satisfied.

Please contact me if you have any questions or concerns.

Sincerely,



Chief David E. Todd

ADMINISTRATION
Phone: 701-241-1427
Fax: 701-297-7789

INVESTIGATIONS
Phone: 701-241-1405
Fax 701-241-1407

RECORDS
Phone: 701-241-1420
Fax: 701-241-8272

NON EMERGENCY
Phone: 701-235-4493

COMMISSIONER _____ introduced the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING APPLICATION and APPROVAL PROCESS and
ELIGIBILITY CRITERIA for CIVIL ASSET FORFEITURE**

WHEREAS, the 66th Legislative Assembly created new requirements for civil asset forfeitures (HB 1286), codified in North Dakota Century Code Ch. 19-03.1; and

WHEREAS, in accordance with the statute, the City of Fargo has a separate and distinct civil asset forfeiture fund, whereby seized assets are segregate until the civil asset forfeiture proceeding is completed and judgment of forfeiture is entered by the Court; and

WHEREAS, the City of Fargo entered into a Memorandum of Understanding (MOU) dated November 2017 with participating agencies with the purpose of maintaining an equitable distribution of assets seized and forfeited by local law enforcement agencies; and

WHEREAS, civil asset forfeiture proceedings as separate from the related criminal action and pursuant to the MOU will be prosecuted by the Cass County State's Attorney's office, to be proven by clear and convincing evidence; and

WHEREAS, upon receipt of a civil asset forfeiture judgment, the State's Attorney will advise the Fargo Police Department of the availability of the forfeited proceeds; and

WHEREAS, in accordance with N.D. Cent. Code § 19-03.1-26.6 (3) the Board of City Commissioners of the City of Fargo shall establish an application and approval process, and further establish eligibility criteria to be met by the requesting law enforcement agency in order to appropriate funds from the City of Fargo civil asset forfeiture fund in accordance therewith.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSIONERS,

1. The Chief of Police of the Fargo Police Department shall make a written request to the Board of City Commissioners for an appropriation from the civil asset forfeiture fund maintained by the City of Fargo in accordance with N.D. Cent. Code § 19-03.1-36.6 (2).
2. The Chief of Police shall affirmatively state the following:
 - (a) The judgment has been secured and the asset is forfeited;
 - (b) The amount requested from the civil asset forfeiture fund;
 - (c) The proposed timeline for the use of the requested funds;
 - (d) The Chief of Police designee as the direct contact for the application, if other than the Chief of Police; and
 - (e) The intended use of the appropriated funds, including the details to the extent available as to how the funds are to be used to further the law enforcement mission

of the Fargo Police Department and in furtherance of its efforts to reduce criminal activity.

3. The Board of City Commissioners may approve, deny, or request additional information relative to the application for an appropriation from the civil asset forfeiture fund.
4. The Board of City Commissioners hereby establishes the following eligibility criteria in accordance with N.D. Cent. Code § 19-03.1-36.6 (3):
 - (a) Law Enforcement Training;
 - (b) Law Enforcement Equipment;
 - (c) Computer software and hardware;
 - (d) Other electronics, technology and law enforcement tools;
 - (e) Uniform related items, including but not limited to safety gear;
 - (f) Vehicle acquisition and use in furtherance of the mission; or
 - (g) Such other law enforcement needs as established with specificity in the application for consideration and approval by the Board of City Commissioners.
5. In the event the application is approved, the Board of City Commissioners hereby directs that the Fargo Police Department shall follow all procurement procedures of the City of Fargo, and shall thereafter provide documentation of such expenditure to the City Finance Director.

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____. The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.

ATTEST:

Timothy J. Mahoney, M.D., Mayor

Steve Sprague, City Auditor

CERTIFICATE

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

I, Steve Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true and correct copy of the Resolution adopted by the governing body of the City of Fargo at the meeting held on Monday, February 24, 2020, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, and such records are filed in the office of the City Auditor.

Dated this ____ day of _____, 2020.

Steve Sprague, City Auditor

**FARGO POLICE DEPARTMENT**

105 25th Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

Application for Appropriation from Civil Asset Forfeiture Fund**Applicant**

David Todd, Chief of Police
Fargo Police Department, 105 25th St. N., Fargo ND, 58102
dtodd@fargond.gov
701-476-4001

Appropriation Requested:

\$6,600 for two-year subscription to tip411 Basic web-based platform, provided by Citizen Observer, LLC

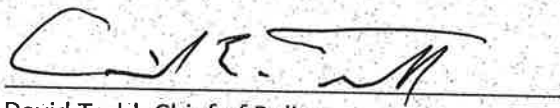
Explanation and confirmation how the requested appropriation will further the public purpose of reducing criminal activity and aiding the efforts of criminal justice in support and furtherance of the Fargo Police Department's mission:

The Fargo Police Department currently receives anonymous tips through a cellular phone that must be carried by a single detective 24 hours a day. Tip411 is a web-based application that allows for receiving, responding to and managing anonymous text, web-based and application generated tips. Unlimited receipt, response and storage of the tips is included.

Several agencies in the region subscribe to tip411 and have had excellent results in solving crime because of the ease of use by citizens, ability to track tips, assign tips to detectives and communicate real-time with the anonymous tipster through either the web, text or application platform. Fargo Police Intelligence/Narcotics/Street Crimes Lieutenant Mathew Sanders spoke with the Bismarck Police Department administrators of tip411 and they highly recommend the product based on the previously mentioned features.

Tip411 will allow the citizens of Fargo to use their platform of choice to report crimes and information to the police department. The program features of storage, tracking and assignment of the anonymous tips will allow for a more efficient means of investigating and solving crime in the community.

I, Chief David Todd, am in support of the above-stated request for appropriation from the Civil Asset Forfeiture Fund. City of Fargo procurement policies will be followed for all expenditures. Written confirmation will be provided to the City of Fargo Finance Office when the funds are expended.


David Todd, Chief of Police1-22-2020

Date

ADMINISTRATION
Phone: 701-241-1427
Fax: 701-297-7789

INVESTIGATIONS
Phone: 701-241-1405
Fax: 701-241-1407

RECORDS
Phone: 701-241-1420
Fax: 701-241-8272

NON EMERGENCY
Phone: 701-235-4493



A new, custom-branded, mobile community for law enforcement where your citizens can engage with their police department, share tips, receive alerts, and more – All directly from the palm of their hand via free to download apps for iPhone and Android.



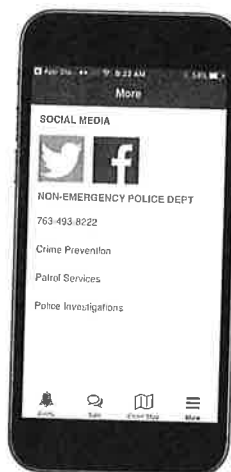
View Alerts



Share Tips



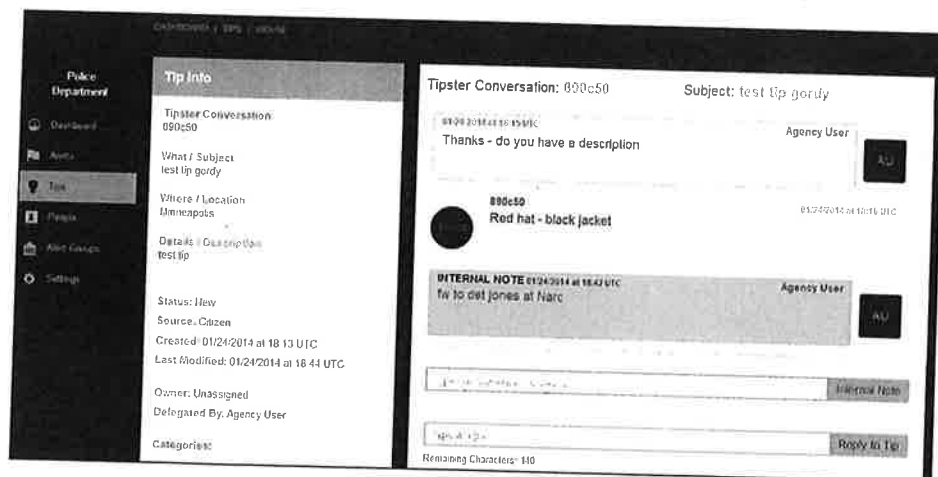
See Crime Map



Stay Informed

Engage Your Community

- tip411 Mobile App
- Anonymous Tips
- Community Alerts
- Social Media Publishing
- Crime Mapping
- Agency Dashboard



Download the
BPPD Tips app
& see how tip411 Mobile
can work for your
agency.



Get tip411 Pro

Mobile App

Mobile community where citizens can engage with their law enforcement agency to share tips, receive alerts, & more.

Anonymous Tips

Receive, manage, & respond to tips in real time. Tips can be sent anonymously via text, web, or mobile app.

Community Alerts

Instantly reach the public via email & text alerts targeted to custom public or private groups created by your agency.

Social Media Publishing

Save time & reach more people by sharing alerts on your agency's social accounts with the click of a button.

Crime Mapping

Automatically update a public crime map from your CAD/RMS for residents to view crimes in their area & provide tips.

Learn More

www.tip411.com

blog.tip411.com

**FARGO POLICE DEPARTMENT**

105 25th Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

Application for Appropriation from Civil Asset Forfeiture Fund**Applicant**

David Todd, Chief of Police

Fargo Police Department, 105 25th St. N., Fargo ND, 58102dtodd@fargond.gov

701-476-4001

Appropriation Requested:

\$1,430 for Fargo Police Department Crimes against Children Unit Evidence Storage Server

Explanation and confirmation how the requested appropriation will further the public purpose of reducing criminal activity and aiding the efforts of criminal justice in support and furtherance of the Fargo Police Department's mission:

The Fargo Police Department conducts investigations that involve examining hard drives of computers and extracting data from cell phones. These forensic images often can be very large in size and sufficient storage is needed. As part of the retention of data, it is necessary to place the forensic images, along with reports documenting the illegal items, onto a secure server in the event the forensic images are needed at a later date. Currently the information is placed on a hard drive and set aside, but hard drives can fail without notice, resulting in the loss of data. This server would be set up with built in redundancy, ensuring data retention should one hard drive fail. This server will allow forensic images, as well as cell phone extractions, to be placed on the server and backed up regularly, creating a central location for the storage of sensitive evidence. This ensures evidence will be readily available should the prosecution or defense attorney's need to review the forensic images for upcoming prosecution hearings.

The requested funds will be used to purchase the following items, with prices as of January 24, 2020:

1 – Synology 4 bay NAS Diskstation DS918+ - \$550

4 – Seagate IronWolf 8TB NAS Hard Drives Model ST8000VN0022 - \$220 each, Total \$880

Total for items = \$1,430

I, Chief David Todd, am in support of the above-stated request for appropriation from the Civil Asset Forfeiture Fund. City of Fargo procurement policies will be followed to for all expenditures. Written confirmation will be provided to the City of Fargo Finance Office when the funds are expended.

David Todd, Chief of Police

01/27/2020

Date

ADMINISTRATION

Phone: 701-241-1427

Fax: 701-297-7789

INVESTIGATIONS

Phone: 701-241-1405

Fax 701-241-1407

RECORDS

Phone: 701-241-1420

Fax: 701-241-8272

NON EMERGENCY

Phone: 701-235-4493

February 4, 2020

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: RFP20012 for Aggregate Materials, Concrete, Asphalt, and Emulsified Asphalt

Commissioners:

On January 28, 2020, proposals were received for Aggregate Materials, Concrete, Asphalt, and Emulsified Asphalt. Several different vendors submitted proposals for the different products.

The results are as follows:

<u>Class 5 Gravel</u>	<u>Price Picked Up</u>	<u>Price Delivered</u>
Aggregate Industries	\$12.95/Ton	\$12.55/Ton
Asplin Excavating	\$13.36/Ton	\$12.86/Ton
Border States Paving	\$14.00	N/A
Kost Materials	\$13.00/Ton	\$13.00/Ton
Northern Improvement Co.	\$16.50/Ton	N/A
Strata Corporation	\$13.25/Ton	\$16.75/Ton
<u>Crushed/Recycled Concrete</u>	<u>Price Picked Up</u>	<u>Price Delivered</u>
Aggregate Industries	\$11.25/Ton	\$15.25/Ton
Asplin Excavating	\$12.95/Ton	\$15.95/Ton
Strata Corporation	\$14.50/Ton	\$18.00/Ton
Border States Paving	\$10.00/Ton	N/A
Kost Materials	\$11.00/Ton	\$15.00/Ton
<u>FA2 Crushed Granite</u>	<u>Price Picked Up</u>	<u>Price Delivered</u>
L.G. Everist, INC	\$21.65/Ton	\$46.55/Ton
<u>FA2.5 Crushed Granite</u>	<u>Price Picked Up</u>	<u>Price Delivered</u>
L.G. Everist, INC	\$17.70/Ton	\$42.60/Ton
<u>NDDOT FAA 43 Hot Mix Asphalt</u>	<u>Price Picked Up</u>	
FM Asphalt LLC	\$59.00/Ton	
Northern Improvement Co.	\$56.00/Ton	
Border States Paving	\$56.00/Ton	
<u>NDDOT Class 27 Hot Mix Asphalt</u>	<u>Price Picked Up</u>	
FM Asphalt LLC	\$54.00/Ton	
Northern Improvement Co.	\$51.00/Ton	
Border States Paving	\$54.00/Ton	

3/8" Minus Hot Mix Asphalt
Border States Paving

Price Picked Up
\$68.00/Ton

3/8" Minus Cold Mix Asphalt
Northern Improvement Co.

Price Picked Up
\$170.00/Ton

CRS-2 Emulsified Asphalt
RCM Specialties

Price Picked Up

Price Delivered
\$3.16/Gallon

CSS-1h Emulsified Asphalt
Border States Paving

Price Picked Up
\$3.25/Gallon

Price Delivered

4000 PSI Concrete
Aggregate Industries
Kost Materials LLC
Strata Corporation

Price Picked Up
N/A
N/A
N/A

Price Delivered
\$116.25/CY
\$116.00/CY
\$110.00/CY

5000 PSI Concrete
Aggregate Industries
Kost Materials LLC
Strata Corporation

Price Picked Up
N/A
N/A
\$94.00/CY

Price Delivered
\$121.25/CY
\$122.00/CY
\$116.00/CY

Fast-Track Concrete
Aggregate Industries
Kost Materials LLC
Strata Corporation

Price Picked Up
N/A
N/A
N/A

Price Delivered
\$128.50/CY
\$128.00/CY
\$130.00/CY

Controlled Density Fill Concrete (CDF)
Aggregate Industries
Kost Materials LLC
Strata Corporation

Price Picked Up
N/A
N/A
N/A

Price Delivered
\$96.50/CY
\$94.00/CY
\$98.00/CY

Recommendation:

This office recommends that the RFP items be awarded as identified above. (RFP 20012).

Respectfully submitted,



Benjamin Dow
Director of Operations
Fargo Public Works

February 14, 2020

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: Park District Property License Agreement for Primitive Trail

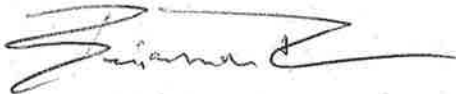
Commissioners:

Enclosed for your review and approval, please find a Property License Agreement (Agreement) between the Fargo Park District (Parks) and the City of Fargo. In the fall of 2018, Mr. Dave Bietz from Parks contacted Public Works staff about entering into an Agreement that would allow for the establishment of a primitive trail along the Red River corridor on city owned flood buyout properties. The enclosed Agreement will allow the Park District to extend their current primitive trail system to include the area between Wildflower Grove Park and Oak Grove Park along the Red River. As part of the Agreement, Parks will maintain all areas associated with the primitive trail along with indemnify and hold the City harmless from all claims arising from the Parks use of the property.

The City Attorney's office has prepared the enclosed License Agreement and at this time, we are ready to move forward with commission authorization.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Property License Agreement between the Fargo Park District and the City of Fargo.

Respectfully submitted,



Benjamin Dow
Director of Public Works

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), made and entered into effective the 11 day of September, 2018, between **THE CITY OF FARGO**, a municipal corporation, whose post office address is 200 3rd Street North, Fargo, North Dakota, 58102 ("City") and **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, whose address is 701 Main Avenue, Fargo, North Dakota 58103 ("Park District").

WHEREAS, City owns the property described in paragraph 1 below (the "Property"); and

WHEREAS, Park District is the owner of or has access to land adjacent or connecting to the Property; and

WHEREAS, Park District desires to use the Property for public recreation and to develop a primitive trail to enhance Park District facilities for the citizens of and the visitors to the Fargo area; and

WHEREAS, City and Park District wish to enter into this Agreement to allow for the use by Park District of the Property under the terms and conditions hereinafter stated.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. Grant of License - Description of Premises. City hereby grants to Park District a license to occupy and use, subject to all of the terms and conditions hereof, the Property described in Exhibit A attached hereto and incorporated by reference herein and located in the Southwest Quarter (SW¼) of Section Five (5), Township One Hundred Thirty-nine North (T139N), Range Forty Eight West (R48W) of the Fifth Principal Meridian, Cass County, North Dakota.

2. Limitation to Described Purpose. The Property may be occupied and used by Park District for a primitive trail. No permanent structures shall be construed on the Property by the Park District, nor shall any trees be removed, but the Property may be improved as a primitive trail. This license constitutes a surface license only.

3. Use of Property and Prohibited Activities. Park District accepts the Property "AS IS". Park District may improve the Property consistent with the terms of paragraph 4 below and the attached Exhibit B. Accordingly, City shall not be responsible for any repairs of any kind, and if the Property should become unusable because of flooding or other natural phenomena, Park District's sole remedy is to remove its improvements and vacate the Property. Park District shall maintain the Property directly adjacent (10' either side of the primitive trail) to any primitive trail, while it is utilizing the same under this Agreement. Such maintenance shall include all grass mowing; weed treatment (as required), removal of hazardous trees or deadfall, as well as maintenance of primitive trail and related temporary improvements, if any. Subject to the provisions of paragraph 4 below and Exhibit B attached hereto and incorporated by reference herein, Park District agrees not to further alter the Property in any manner without the prior written permission of City, which permission shall not be unreasonably withheld.

4. Construction. Park District is solely responsible to develop the specifications, to procure bids, site preparation for the construction of the primitive trail, the bidding process and, ultimately, the construction of the primitive trail and all other site improvements.

A proposed design and any additional construction information are contained on Exhibit B attached hereto.

5. Period of License/Termination. The term of this Agreement shall be through December 31, 2030, subject to City having a right to terminate the Agreement at any time (on notice to Park District) if (1) the Property is to be permanently altered for flood protection purposes by the City of Fargo; (2) the City determines the Property is necessary for a public purpose other than flood control; and (3) if Park District fails to maintain the installation and required maintenance is not completed within six (6) months following notice from City.. Unless otherwise terminated, this Agreement will continue thereafter "at will" with either party having a right to terminate the same on not less than sixty (60) days' written notice the other. Upon termination of the license, Park District shall, at its sole cost and expense, restore the surface of the Property to its original condition.

6. Payment. Park District shall pay the sum of Ten and no/1 00 Dollars (\$1 0.00) for the initial lease term, the receipt of which is hereby acknowledged. Thereafter, the license fee is \$1.00 per year. Park District shall not be required to pay Fargo any other monies for the utilization of the property provided.

7. Indemnification. Park District agrees to indemnify and hold City harmless from and against any and all claims arising from the Park District's use of the Property and from any activity or work done for purposes of constructing or maintaining the primitive trail contemplated to be placed on the Property by the Park District. The indemnification and hold harmless shall include any claims made by employees of the Park District, contractors and its employees and members of the general public using the primitive trail once constructed. The Park District's indemnification includes any and all costs, attorneys' fees, expenses and liabilities occurring and arising out of the use of the Property for Park District purposes. Park District, as a material part of the consideration to

City, hereby assumes all risk of damage to property or injury to persons in, upon or about the property from any cause arising out of Park District's development of the primitive trail.

8. Assignment. This Agreement is personal to Park District, and is not transferable.

9. Addresses and Notices. Any notice mailed, addressed to Park District's Executive Director at the address set forth above, or delivered to Park District's Executive Director at such address shall be notice hereunder by City. Any notice mailed, delivered to City's Director of Operations at the address set forth above. Either party may designate a different representative or address at any time.

10. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, parties have executed this License Agreement at Fargo, North Dakota, the day and year first above written.

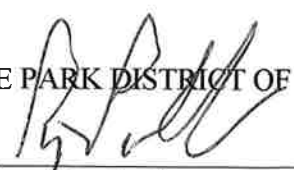
CITY OF FARGO, North Dakota, a North Dakota
Municipal Corporation

By: _____
Dr. Tim Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

THE PARK DISTRICT OF THE CITY OF FARGO

By:  _____
Rusty Papcheck, President
Papcheck

[illegible]

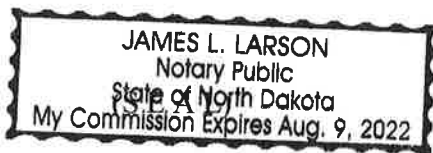
On this ____ day of _____, 2018, before me a Notary Public in and for said county and state, personally appeared Dr. Tim Mahoney, to me known to be the Mayor of THE CITY OF FARGO, a municipal corporation, and who executed the within and foregoing instrument and acknowledged to me that said organization executed the same.


(S E A L)

Notary Public
Cass County, North Dakota
My Commission Expires:

[illegible]

On this ____ day of _____, 2018, before me a Notary Public in and for said county and state, personally appeared ~~Matt Magness~~ ^{Rusty Bernick}, to me known to be the President of THE PARK DISTRICT OF THE CITY OF FARGO, a park district under the laws of the State of North Dakota, who executed the within and foregoing instrument and acknowledged to me that said organization executed the same.





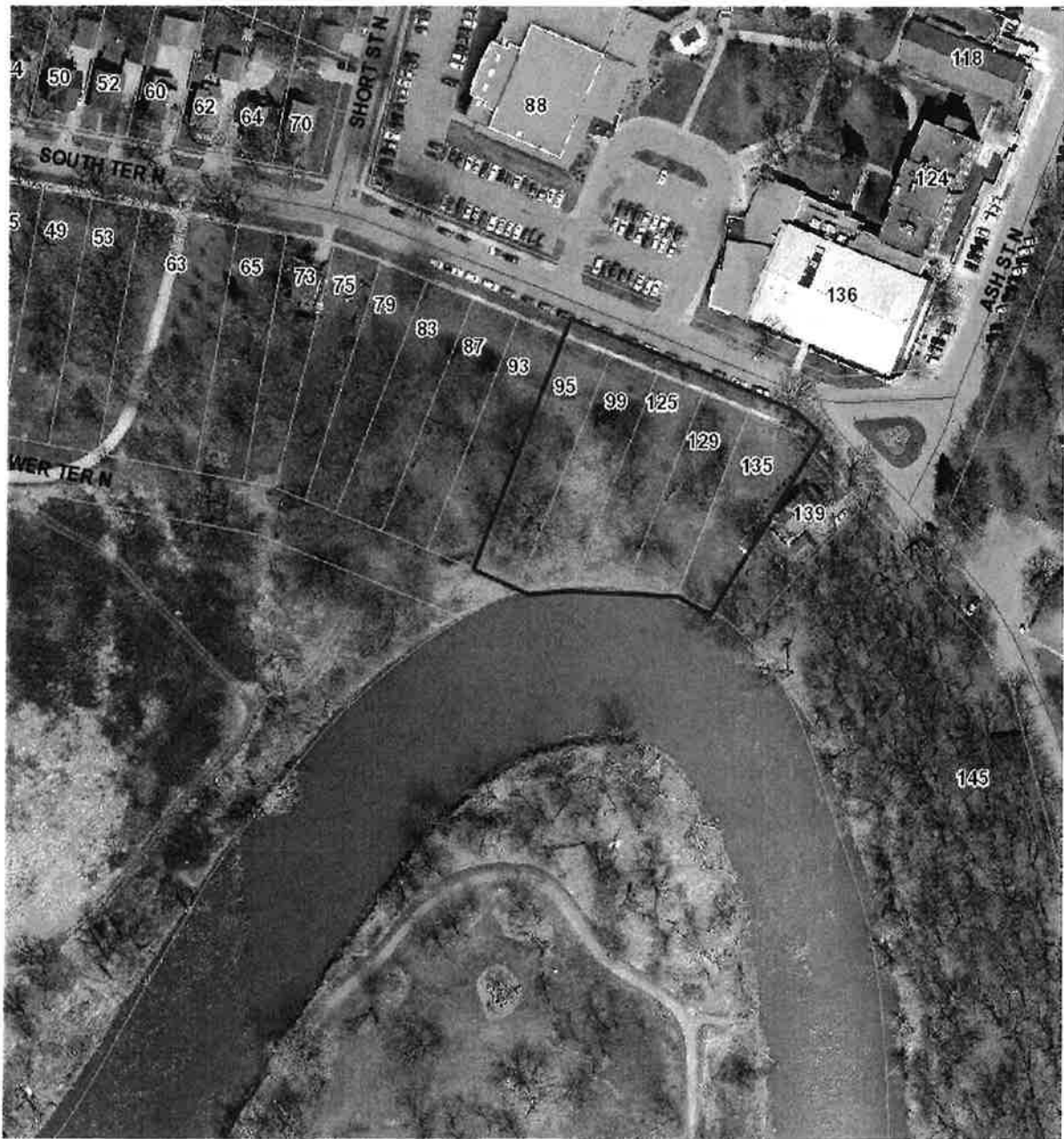
Notary Public
Cass County, North Dakota
My Commission Expires: 8/9/2022

EXHBIT A

Property Description

DOCUMENT NO.*	ADDRESS
878556	95 South Terrace N.
882440	99 South Terrace N.
1391983	125 South Terrace N.
884464	129 South Terrace N.
1279483	135 South Terrace N.

EXHBIT B



February 14, 2020

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: Park District Property License Agreement for Biking Trail

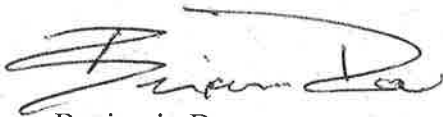
Commissioners:

Enclosed for your review and approval, please find a Property License Agreement (Agreement) between the Fargo Park District (Parks) and the City of Fargo. In the fall of 2019, Mr. Dave Bietz from Parks contacted Public Works staff about entering into an Agreement that would allow for the establishment of a single track off road bike trail along the Red River corridor on city owned flood buyout properties. With the assistance of Fargo Moorhead Trailbuilders (FMT), the enclosed Agreement will allow Parks to extend their current off road trail system to include the area between 40th Avenue S. and 42nd Avenue S. along the Red River. As part of the Agreement, Parks will maintain all areas associated with the off road bike trail along with indemnify and hold the City harmless from all claims arising from the Parks use of the property.

The City Attorney's office has prepared the enclosed License Agreement and at this time, we are ready to move forward with commission authorization.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Property License Agreement between the Fargo Park District and the City of Fargo.

Respectfully submitted,



Benjamin Dow
Director of Public Works

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), made and entered into effective the ____ day of _____, 2020, between **THE CITY OF FARGO**, a municipal corporation, whose post office address is 200 3rd Street North, Fargo, North Dakota, 58102 ("City") and **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, whose address is 701 Main Avenue, Fargo, North Dakota 58103 ("Park District").

WHEREAS, City owns the property described in paragraph 1 below (the "Property"); and

WHEREAS, Park District is the owner of or has access to land adjacent or connecting to the Property; and

WHEREAS, Park District desires to use the Property for public recreation and, with the assistance of Fargo Moorhead Trailbuilders ("FMT"), to develop a single track biking trail to enhance Park District facilities for the citizens of and the visitors to the Fargo area; and

WHEREAS, City and Park District wish to enter into this Agreement to allow for the use by Park District of the Property under the terms and conditions hereinafter stated.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. Grant of License - Description of Premises. City hereby grants to Park District a license to occupy and use, subject to all of the terms and conditions hereof, the Property described in Exhibit A attached hereto and incorporated by reference herein and located in the Northeast Quarter (NE $\frac{1}{4}$) of Section One (36), Township One Hundred Thirty-eight North (T139N), Range Forty Nine West (R49W) of the Fifth Principal Meridian, Cass County, North Dakota.

2. Limitation to Described Purpose. The Property may be occupied and used by Park District for a single track biking trail. No permanent structures shall be construed on the Property by the Park District, nor shall any trees be removed, but the Property may be improved as a bike trail. This license constitutes a surface license only.

3. Use of Property and Prohibited Activities. Park District accepts the Property "AS IS". Park District may improve the Property consistent with the terms of paragraph 4 below and the attached Exhibit B. Accordingly, City shall not be responsible for any repairs of any kind, and if the Property should become unusable because of flooding or other natural phenomena, Park District's sole remedy is to remove its improvements and vacate the Property. Park District shall maintain the Property while it is utilizing the same under this Agreement. Such maintenance shall include all grass mowing, weed treatment (as required), as well as maintenance of bike trails and related temporary improvements, if any. Subject to the provisions of paragraph 4 below and Exhibit B attached hereto and incorporated by reference herein, Park District agrees not to further alter the Property in any manner without the prior written permission of City, which permission shall not be unreasonably withheld.

4. Construction. Park District is solely responsible to develop the specifications, to procure bids, site preparation for the construction of the bike trail, the bidding process and, ultimately, the construction of the bike trail and all other site improvements. Notwithstanding the above, City acknowledges that the Park District has or will enter into a separate agreement with FMT, whose volunteers will assist in the construction and maintenance of the bike trails.

A proposed design and any additional construction information are contained on Exhibit B attached hereto.

5. Period of License/Termination. The term of this Agreement shall be through December 31, 2030, subject to City having a right to terminate the Agreement at any time (on notice to Park District) if (1) the Property is to be permanently altered for flood protection purposes by the City of Fargo; (2) the City determines the Property is necessary for a public purpose other than flood control; and (3) if Park District fails to maintain the installation and required maintenance is not completed within six (6) months following notice from City. Unless otherwise terminated, this Agreement will continue thereafter "at will" with either party having a right to terminate the same on not less than sixty (60) days' written notice the other. Upon termination of the license, Park District shall, at its sole cost and expense, restore the surface of the Property to its original condition.

6. Payment. Park District shall pay the sum of Ten and no/1 00 Dollars (\$10.00) for the initial lease term, the receipt of which is hereby acknowledged. Thereafter, the license fee is \$1.00 per year. Park District shall not be required to pay Fargo any other monies for the utilization of the property provided.

7. Indemnification. Park District agrees to indemnify and hold City harmless from and against any and all claims arising from the Park District's use of the Property and from any activity or work done on the Property by the Park District, FMT or others for purposes of constructing or maintaining the bike trail contemplated to be placed on the Property by the Park District. The indemnification and hold harmless shall include any claims made by employees of the Park District, contractors and its employees and members of the general public using the bike trail once constructed. The Park District's indemnification includes any and all costs, attorneys' fees, expenses and liabilities occurring and arising out of the use of the Property for Park District purposes. Park District, as a material part of the consideration to City, hereby assumes all risk of

damage to property or injury to persons in, upon or about the property from any cause arising out of Park District's development of the bike trail.

8. Assignment. This Agreement is personal to Park District, and is not transferable. Notwithstanding the above, Park District may enter into agreements with FMT or other trail bike groups to assist in the construction and maintenance of bike trails on the Property.

9. Addresses and Notices. Any notice mailed, addressed to Park District's Executive Director at the address set forth above, or delivered to Park District's Executive Director at such address shall be notice hereunder by City. Any notice mailed, delivered to City's Director of Operations at the address set forth above. Either party may designate a different representative or address at any time.

10. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, parties have executed this License Agreement at Fargo, North Dakota, the day and year first above written.

CITY OF FARGO, North Dakota, a North Dakota
Municipal Corporation

By: _____
Dr. Tim Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

THE PARK DISTRICT OF THE CITY OF FARGO

By: 
Jerry Rostad, President

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

On this _____ day of _____, 2020, before me a Notary Public in and for said county and state, personally appeared Dr. Tim Mahoney, to me known to be the Mayor of THE CITY OF FARGO, a municipal corporation, and who executed the within and foregoing instrument and acknowledged to me that said organization executed the same.

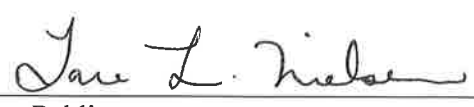
(S E A L)

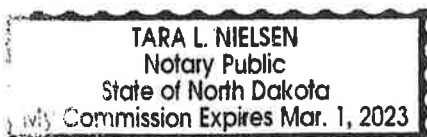
Notary Public
Cass County, North Dakota
My Commission Expires: _____

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

On this 14th day of January, 2020, before me a Notary Public in and for said county and state, personally appeared Jerry Rostad, to me known to be the President of THE PARK DISTRICT OF THE CITY OF FARGO, a park district under the laws of the State of North Dakota, who executed the within and foregoing instrument and acknowledged to me that said organization executed the same.

(S E A L)


Notary Public
Cass County, North Dakota
My Commission Expires: Mar. 1 / 2023



EXHBIT A

Property Description

DOCUMENT NO.*	ADDRESS
1558240	1213 El Cano Drive
889641	1215 El Cano Drive
1260608	1217 El Cano Drive

EXHIBIT B

Planned Improvements, Preliminary Design and
Location of Bike Trail





PUBLIC WORKS/OPERATIONS

Fleet Management, Forestry,
Streets & Sewers, Watermeters,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

Feb 6, 2020

18

The Honorable Board of City Commissioners
City of Fargo
225 Fourth Street N
Fargo, ND 58102

RE: Fuel Purchase for 3rd and 4th Quarters of 2020 RFV20010

Commissioners:

The Fuel Procurement Committee, comprised of the Finance Director, the Director of Operations and the Fleet Services Manager, monitors the City of Fargo's current and projected fuel use and the fuel market to determine when conditions are favorable to lock in fuel prices for 80% of the city's projected fuel uses.

On Jan 22, 2020, the Fuel Procurement Committee received bids for 240,000 gallons of #2 Diesel and 110,000 Gallons of Unleaded Gasoline. The award was made to Northdale Petroleum with a submitted low bid of \$651,870.00 without tax. (RFV20010).

Attached for your review is the Bid Tab from Jan 22, 2020 and the Fuel Contract.

RECOMMENDED MOTION: I/we hereby move to authorize and execute the Forward Fuel Contract (RFV20010) for the 3rd and 4th Quarters of 2020.

Respectfully Submitted,

Allan Erickson
Fleet Services Manager

Snow Removal
Street Maintenance
Right of Way Maintenance

Sanitary & Storm
Sewer Maintenance
Street Name Sign Maintenance

Fleet Management
Meters Readings,
Installations & Maintenance

Urban Forestry
Water Service/Hydrants
& Watermain Maintenance



City of Fargo Fuel Bid for 3rd and 4th Quarter of 2020
Due by 9:00 AM Central Time, Jan 22, 2020
Please list below your prices on a quarterly basis.

\$ Per Gallon will **INCLUDE**

Any local freight/delivery charges.

The Federal LUST (Leaking Underground Storage Tank) fee. (One tenth of one cent per gallon)

North Dakota State Inspection fee. (One-fortieth of one cent per gallon)

Federal Oil Spill Recovery Fee

1st Quarter (July 1 – Sep 30)

	<u>Gallons</u>	<u>Cost/Gallon</u>
#2 Diesel Fuel	120,000	<u>1.92</u>
No-Lead Ethanol 87 Octane	55,000	<u>1.787</u>

2nd Quarter (Oct 1 – Dec 31)

#2 Diesel Fuel	120,000	<u>1.92</u>
No-Lead Ethanol 87 Octane	55,000	<u>1.687</u>

Total Gallons #2	240,000
Total Gallons No-Lead	<u>110,000</u>
	350,000

\$ 460,800⁰⁰
 \$ 191,070⁰⁰

TOTAL

\$651,870⁰⁰

Demurrage Charge per hour after the first hour

Vendor:

Northdale Oil

Signature:

Scott Paul

Title:

President

Date:

01/22/2020

Time:

8:40 AM

FUEL BID TAB

2020 Fuel Bid									
		Northdale		HTP		Farstad Oil Inc.		Mansfield	
<u>3rd Quarter (July 1 – Sept 30)</u>									
#2 Diesel Fuel	120,000	\$1.9200		\$1.9479		\$1.9554		\$2.0308	
No-Lead 10% Ethonal 87 Octane	55,000	\$1.7870		\$1.8012		\$1.8890		\$1.8939	
<u>4th Quarter (Oct 1 – Dec 31)</u>									
#2 Diesel Fuel	120,000	\$1.9200		\$1.9624		\$1.9311		\$2.0367	
No-Lead 10% Ethonal 87 Octane	55,000	\$1.6870		\$1.6295		\$1.8390		\$1.7255	
		Avg \$/Gal		Avg \$/Gal		Avg \$/Gal		Avg \$/Gal	
Total Gallons #2	240,000	\$1.9200	\$ 460,800.00	\$1.9552	\$ 469,236.00	\$1.9433	\$ 466,380.00	\$2.0338	\$ 488,100.00
Total Gallons No-Lead	110,000	\$1.7370	\$ 191,070.00	\$1.7154	\$ 188,688.50	\$1.8640	\$ 205,040.00	\$1.8097	\$ 199,067.00
2020 Fuel Bid			\$ 651,870.00		\$ 657,924.50		\$ 671,420.00		\$ 687,167.00

Definitions:

The terms City of Fargo, City, Buyer and Grantee are synonymous and mean the City of Fargo

The terms "Bidder, Contractor, Offerer, Proposer, Contractor, Firm, Company" are synonymous and mean the offerer or Contractor.

Efficiency Payments:

In the event Buyer does not take delivery of the contracted quantity for the delivery period, Contractor can sell the volume not lifted in the open market the last 2 days of the quarter contract or the first 5 days of the following quarter contract.

If the open market price is less than the fixed forward pricing above, the Buyer will pay Contractor the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

If the open market price is more than the fixed forward pricing above, the Contractor will pay Buyer the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

Delivery of Fuel

Delivery of fuel will be to all City of Fargo's three (3) fueling sites located at:

402 23rd Street North	Public Works (3 Underground tanks)
650 23rd Street North	Metro Transit Garage (2 underground tanks)
4501 7th Avenue North	Landfill (1 above ground tank)

Delivery of fuel to the fueling site at Public Works will require a vent hose to be connected between tanker and tank.

Additional Products and Fuel Additives

The Buyer uses various mixtures of fuel depending on the time of year. For winter use, diesel is a blend of #1 and #2 with a cold weather additive. Bio diesel may also be used during the summer months. Additional products purchased outside of the contracted amount will be current rack price at the time of purchase. Splash blending for products like bio-diesel will be acceptable.

Failure to Perform:

If, during any month of the delivery period, Contractor fails to deliver the contracted volume, and such failure is not excused as provided herein, and the Replacement Price (cost incurred by Buyer to secure the contracted for volume) is greater than the Contract

Price, then Contractor shall be liable for and shall pay Buyer the amount equal to the volume not delivered times the difference between the Replacement Price and the Contract Price.

Excused Performance:

Except with regard to a Party's obligation to make payments due under this Contract, in the event either Buyer or Contractor is rendered unable, wholly or in part, by unforeseeable causes to carry out its obligations, then upon notification by telephone with a subsequent written notice setting forth the specifics within a reasonable time, but not in excess of six (6) days after the commencement of the failure to perform due to unforeseeable causes, the obligations of the Party giving such notice, insofar as they are affected by such causes, from its inception, shall be excused during the entire period of any inability so caused but for no longer period.

Excused performance, as employed in this Contract will mean any event that prevents delivery or receipt of Product, including acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public

enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the non-performing

Party and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

Contractor Warrants:

Contractor warrants that all royalties, taxes and other sums due on production and transportation of the Fuel to the Delivery Point(s) are paid, and that it will have the right to convey and will transfer good and merchantable title to all Fuel sold hereunder and delivered by it to Buyer, free and clear of any and all liens, encumbrances and claims. All Fuel delivered will meet the ASTM standard for that product.

Contractor shall pay all taxes lawfully levied on Contractor applicable to the Fuel delivered to Buyer. Buyer shall pay all taxes lawfully levied on Buyer after delivery to Buyer. If Buyer is exempt from any taxes, Buyer shall furnish Contractor with proper documentation.

If in the event of a product shortage at the local pipeline and a tanker must be sent to another pipeline outside of the metro area, the additional freight charge must be agreed upon between buyer and Contractor at the time of order.

Notices:

All billings, payments, statements, notices and communications made pursuant to this Contract shall be made as follows:

Contractor:

Buyer:

Northdale Oil	City of Fargo
203 14 th St NE	225 4 th St N
East Grand Forks, MN 56721	Fargo, ND 58102

Transfer or Assignment:

This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withhold or delayed provided, Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder unless such assumption is made in the transfer/assumption agreement.

Severability:

If any term, provision, covenant, or condition of this Contract or the application thereof, to any party or circumstance, shall be held to be invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if this Contract had been executed with the invalid or unenforceable portion eliminated.

Applicable Law:

The Contract shall be governed in accordance with the laws of the State of North Dakota.

Consequential and Incidental Damages:

In no event will either party be liable under this Contract, whether in contract, tort (including negligence and strict liability) or otherwise, for incidental, consequential, special or punitive damages.

Applicable Federal Clauses

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

No Government Obligation to Third Parties:

The Buyer 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 Buyer, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud & False or Fraudulent Statements & Related Acts:

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 cause 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.

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.

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.

Access to Records and Reports:

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.

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.

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.

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.

Federal Changes:

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 Buyer 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.

Civil Rights and Equal Opportunity:

The City of Fargo is an Equal Opportunity Employer. As such, the City of Fargo agrees to comply with all applicable Federal civil rights laws and implementing regulations.

Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fargo 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.

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.

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.

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.

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.

Termination Provisions:

The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.

This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

Disadvantaged and Small Business Enterprise:

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 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 of Fargo 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 of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the City of Fargo 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 of Fargo 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 of Fargo.

Fostering Small Business Participation. The City of Fargo 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 of Fargo. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

Incorporation of FTA Terms:

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 of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

Debarment, Suspension, Ineligibility and Voluntary Exclusion:

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.

Breach of Contract and Dispute Resolution:

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 225 4th St N, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. 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 said hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims of Damages: 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.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City 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 State of North Dakota.

Rights and Remedies: The duties and obligations imposed by this Agreement/Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Restrictions:

The Proposer certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, 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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients 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

Clean Air and Federal Water Pollution Control Act:

The Contractor agrees:

It will not use any violating facilities;

It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

It will report violations of use of prohibited facilities to FTA; and

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).

Contract Work Hours & Safety Standards Act:

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.

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.

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.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Substance Abuse Requirements: Drug and Alcohol Testing:

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 or the City of Fargo, 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 the start of the contract period and to submit the Management Information System (MIS) reports before the start of the contract to the City of Fargo Fleet Manager. 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.

Energy Conservation:

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).

Safe Operation of Motor Vehicles:

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.

Entire Agreement:

THE TERMS CONTAINED IN THIS CONTRACT CONSTITUTE THE ENTIRE CONTRACT OF THE PARTIES, AND THERE ARE NO CONTRACTS, UNDERSTANDINGS, OBLIGATIONS, PROMISES, ASSURANCES OR CONDITIONS, PRECEDENT OR OTHERWISE, EXCEPT THOSE EXPRESSLY SET OUT HEREIN.

DESTINATION IS CITY OF FARGO FUELING STATIONS

Dated this ____ day of _____, 2020.

CONTRACTOR

BUYER

By: _____

Dr. Tim Mahoney Mayor

It: _____

(Both Parties are Signatories)

19

February 22, 2020

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

Dear Commissioners:

The State of North Dakota Department of Transportation (ND DOT) has agreed to move remaining funds from a recently closed grant to an active grant. The closed contract is ND DOT 38171124, the movement of funds is for contract number ND DOT 38180972. The grant amendment is for Mobile Surveillance/Security Equipment and the amount of \$73,721, which is part of the approved budget – there are no additional funding requests or funding impacts.

The amendment, ND DOT Contract No. 38180972A, CFDA No. 20.526 is attached.

The requested motion is to approve the attached amendment ND DOT Contract No. 38180972A.

Thank you.

Sincerely,



Julie Bommelman
Transit Director
City of Fargo

\Attachment

NDDOT Contract No. 38180972A

**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 38180972
Project No.**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23rd St N, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on September 19, 2018; and

WHEREAS, additional funding of \$73,721 has been added to the contract; and

WHEREAS, no additional time has been added to the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract entered into on September 19, 2018, will have a completion date of June 30, 2020.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Steve Sprague, City Auditor
NAME (TYPE OR PRINT)

SIGNATURE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

City of Fargo
COMPANY NAME

Dr. Timothy J. Mahoney, Mayor
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

Mayor, City of Fargo
TITLE

DATE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03



Attachment A

Project Name

MatBus

SFY 2019 (July 1, 2018 - June 30, 2020)

	Local Match Percentage	Funding Source Section	TOTAL Federal Share	Local Share	Total	Remaining Balance
Funding Category						
Miscellaneous Equipment (Wireless Mobile Lift - Vehicle Maint)	20	5339	24,000	6,000	30,000	101
Miscellaneous Equipment (Forklift)	20	5339	16,000	4,000	20,000	
Rehab/Renovate Bus Passenger Shelters	20	5339	80,000	20,000	100,000	
Purchase Mobile Surv/Security Equipment	20	5339	73,721	18,430	92,151	73,721
TOTALS			193,721	48,430	242,151	73,822

Notice to Subrecipients: Each Federal program is governed by different regulations. Federal awards have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

CFDA Title	CFDA No.	Title 49 USC Chapter 53 Section	Award Name
Capital Assistance Program	CFDA No 20.526	5339	Bus and Bus Facilities Formula
Section 5339 provides for capital grants to private nonprofit corporations and associations for the specific purpose of providing mass transportation services			

(22)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-A1 Type: Change Orders #15 & #16

Location: Main Ave, 2nd St - Broadway Date of Hearing: 2/18/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>2/24/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Rick Larson</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, related to Change Orders #15 & #16 submitted by the NDDOT for the reconstruction of Main Avenue from 2nd Street to Broadway.

Change Orders #15 & #16 are participating Change Orders for additional pavement marking arrows and signing in the amount of \$27,597.51. The City's share of these participating cost items is 10% or \$2,759.76.

Staff is recommending approval of Change Orders #15 & #16 in the amount of \$27,597.51 (City Portion \$2,759.76).

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Orders #15 & #16.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Orders #15 & #16 in the amount of \$27,597.51 (City Portion \$2,759.76).

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed Hwy, NDDOT, Water Utility, WW Utility, Sales Tax & 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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<u>17</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<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"/>	

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Kent Costin, Finance Director

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Rick Larson, Project Manager

Date: February 18, 2020

Re: Improvement District No. BR-18-A1 – Change Orders #15 & #16

Background:

Improvement District No. BR-18-A1 is a cost participating project between the North Dakota Department of Transportation and the City of Fargo for the reconstruction of Main Avenue from 2nd Street to Broadway. Portions of this project including the Water Main, Sanitary Sewer, and the Landscaping Structural Soil are 100% City funds.

Dakota Underground is the Prime Contractor.

Change Order #15

- The addition of oval symbols, representing the roundabout, to the lane designation signs and corresponding pavement marking arrows for each leg of the intersection for \$4,035.45.

The total cost of Change Orders #15 is \$4,035.45, which is a participating project cost. The City's share of these participating items is 10% or \$403.55.

Change Order #16

- Modifying the roundabout pavement markings and signing a second time to show the fishhook style symbols at the intersection and also increasing the size of the chevron signs located in the center of the roundabout for \$23,562.06.

The total cost of Change Order #16 is \$23,562.06, which is a participating project cost. The City's share of these participating items is 10% or \$2,356.21.

Recommended Motion:

Approve Change Orders #15 & #16 in the amount of \$27,597.51 (City Portion: \$2,759.76), for Improvement District No. BR-18-A1.

RJL/klb
Attachment

C: Thomas Knakmuhs

Change Order No: 15

Project: CPU-NHU-8-010(043)940

PCN: 22352

SubProject: 1 PORTLAND CEMENT CONCRETE PAVEMENT, CURB County: Cass

For: PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, ST

Contractor: DAKOTA UNDERGROUND COMPANY
4001 15TH AVE N
FARGO, ND 58102-2832Original Contract Amount:
\$10,295,720.11

Date Created: 02/03/2020

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (FEDERAL FUNDS)								
754	543	Vinyl Sign Oval-Surface Applied	EA	0.00	4.00	55.000	220.00	
762	443	Short Term Message-Type R	L SUM	0.00	1.00	1,650.000	1,650.00	
INCREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
704	1500	OBLITERATION OF PAVEMENT MARKING	SF	500.00	41.00	5.250	215.25	
754	110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	494.70	9.00	22.100	198.90	
762	122	PREFORMED PATTERNED PVMT MK-MESSAGE(GR)	SF	1,027.00	22.00	36.650	806.30	
762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROC	LF	2,190.00	75.00	12.600	945.00	
Net Increase or Decrease to Date				48,925.33	Part	76,555.69	Non-Part	TOTALS
							NON-PARTICIPATING	4,035.45
							PARTICIPATING	4,035.45

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Functional Design Change

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

See the attached documentation for Explanation of Change in Plan.

This change order will revise Sheet #'s 2-1; 110-1,2,3,3A,14,15,21,&22; 120-4&5; and add 120-7.

Change Order No: 15

Project: CPU-NHU-8-010(043)940

PCN: 22352

SubProject: 1 PORTLAND CEMENT CONCRETE PAVEMENT, CURB County: Cass

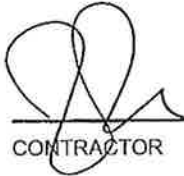
For: PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, ST

Contractor: DAKOTA UNDERGROUND COMPANY
4001 15TH AVE N
FARGO, ND 58102-2832

Original Contract Amount:
\$10,295,720.11

Date Created: 02/03/2020

Date Approved:

 DAKOTA UNDERGROUND 2/5/2020
CONTRACTOR DATE

☐ Approval Recommended
PROJECT ENGINEER

☐ Approved
DATE

CITY/COUNTY/OTHER OFFICIAL

DATE

☐ Approval Recommended
DISTRICT ENGINEER

☐ Approved
DATE

REPRESENTING

DATE

☐ Approval Recommended
OFFICE OF OPERATIONS

☐ Approved
DATE

Explanation of Change in Plan

Change Order 15

CPU-NHU-8-010(043)940

Roundabout Signing and Striping Revisions – Change Order E

Changes to the signing and striping at the 2nd St/Main Ave roundabout were requested by representatives from the City of Fargo Engineering Department after observations of motorists attempting to turn into oncoming traffic shortly after the road was opened to traffic. These changes include the addition of an oval symbol, representing the roundabout, to the lane designation signs and corresponding pavement marking arrows for each leg of the intersection. This addition will improve driver safety by depicting that traffic should stay to the right side of the roundabout circle when entering and navigating the roundabout. This change order also addresses the need to replace the existing WB skip line (10' line x 30' skip) east of the intersection with a dotted lane line (3' line x 9' skip) as required in Section 3C.02 of the MUTCD, and the addition of an "ONLY" marking and R3-7R "Right Lane Must Turn Right" sign for the WB dropped lane. See the attached plan revision for specific locations of these items.

Note: The lane designation signs and corresponding pavement markings included in this change order will be further modified under a separate change order per the direction of NDDOT Administration. At the time of this directive, the signing had already been changed to the details in the attached plan revision, and temporary ovals were installed on the pavement at each approaching leg in the Fall of 2019. The permanent pavement markings were scheduled to be installed in the Spring of 2020, but the ovals and arrow extensions shown on Sheet 120-7 will no longer be needed because of the upcoming revisions. See the following for a breakdown of the applicable items included in this change order:

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
704-1500 Obliteration of Pavement Marking	SF	41	\$5.25	\$215.25
754-110 Flat Sheet For Signs-Type XI Sheeting	SF	9	\$22.10	\$198.90
754-543 Vinyl Sign Oval-Surface Applied*	EA	4	\$55.00	\$220.00
762-122 Preformed Patterned Pvmt Mk Message-Grooved	SF	22	\$36.65	\$806.30
762-443 Short Term Message-Type R*	LS	1	\$1,650.00	\$1,650.00
762-1309 Preformed Patterned Pvmt Mk 8IN Line-Grooved	LF	75	\$12.60	\$945.00
			Total	\$4,035.45

* There are no existing contract unit prices for these items. The prices submitted by the contractor for these items are fair and justified due to the small amount of quantities that were necessary and because of the need for the contractor to remobilize to the jobsite to install them.

See the attached documentation for the contractor's prices and additional information related to this change order.

**NorthStar Safety, Inc.**

794 West Main Avenue
 West Fargo, ND 58078
 Tel: 701-282-2110
 Fax: 701-281-1400
 www.northstarsafety.com

1/15/2020 CHANGE ORDER

<u>Project</u>	<u>Job No.</u>	<u>Location</u>	<u>State</u>	<u>Bid Date</u>
CPU-NHU-8-010(043)940	1	Cass County	North Dakota	3/8/2019

NorthStar Safety, Inc. (NSI) will supply all labor, equipment and materials required to install the items listed below.


<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Vinyl Ovals	EA	4	\$ 50.00	\$ 200.00

Payments are to be made by progress payments. If a bond is required, add \$4.50/M (\$100.00 Minimum). Our quote does NOT include Railway Protection Insurance, TERO or any other contract charges. This proposal may be withdrawn if not accepted within 30 days.

Authorized
 Acceptance
 Signature _____

Print Name _____

Authorized
 Signature _____


 Stephan Lindemann
 Cell: 701-219-1731
 E-mail: slindemann@northstarsafety.com

\$50.00/Ea + 10% Prime Contractor Markup per Spec. 109.03 E.5 = \$55.00/Ea

**NorthStar Safety, Inc.**

794 West Main Avenue
 West Fargo, ND 58078
 Tel: 701-282-2110
 Fax: 701-281-1400
 www.northstarsafety.com

<u>Project</u>	<u>Job #</u>	<u>County</u>	<u>State</u>	<u>Bid Date</u>
CPU-NHU-8-010(043)940 (PCN-22352)	1	Cass	ND	3/8/19

NorthStar Safety, Inc. (NSI) will supply and install all signs, barricades and channelization devices as per plan sheet(s) 1 - 24 of section 100 and as listed below. Daily maintenance, including phase changes and providing a Traffic Control Supervisor, would be NSI's responsibility for 23 weeks. If more or less time is needed, add or subtract \$1,900.00/week to or from item No. 34. The contractor would still be responsible for replacing signs and devices moved for construction traffic and progress. NSI would then remove all items supplied by us upon completion of the project. Our quote is also based on the completion date stated in the proposal and does NOT include flagging, providing notifications, or temporary pedestrian access routes (TPAR). Items within the total are tied.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
Change Order	Arrow Ovals	LS	1	\$1,500.00	\$1,500.00
				Quote Total	\$1,500.00

ASSUMPTIONS:

*-Quote includes surface applied tape ovals (7 EA). No grooving or warranty is expressed or implied.

Progressive payment will be forwarded to us timely. If a bond is required, add \$4.50/M (\$100 minimum). Our quote does not include Railway Protection Insurance, TERO or any other contract charge. This proposal may be withdrawn if not accepted within 30 days.

Authorized
 Acceptance
 Signature

Print Name

Authorized
 Signature

Nick England
 Vice President
 Cell: (701) 219-1736
 E-mail: nengland@northstarsafety.com

\$1,500.00 + 10% Prime Contractor Markup per Spec. 109.03 E.5 = \$1,650.00

Change Order No: 16

Project: CPU-NHU-8-010(043)940

PCN: 22352

SubProject: 1 PORTLAND CEMENT CONCRETE PAVEMENT, CURB County: Cass

For: PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, ST

Contractor: DAKOTA UNDERGROUND COMPANY

4001 15TH AVE N
FARGO, ND 58102-2832

Original Contract Amount:

\$10,295,720.11

Date Created: 02/04/2020

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (FEDERAL FUNDS)								
704	1001	Traffic Control	L SUM	0.00	1.00	1,842.500	1,842.50	
INCREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
704	1500	OBLITERATION OF PAVEMENT MARKING	SF	500.00	1,068.00	5.250	5,607.00	
754	110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	494.70	76.00	22.100	1,679.60	
754	592	RESET SIGN PANEL	EA	16.00	7.00	53.000	371.00	
762	122	PREFORMED PATTERNED PVMT MK-MESSAGE(GR)	SF	1,027.00	268.00	52.470*	14,061.96	
Net Increase or Decrease to Date			72,487.39	Part	76,555.69	Non-Part	TOTALS	23,562.06
							NON-PARTICIPATING	
							PARTICIPATING	23,562.06

Due to This Change, the Contract Time:
NO CHANGE.**Classification**

Functional Design Change

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

See the attached documentation for Explanation of Change in Plan.

This change order will revise Section 110 Sheets 14 & 15, and Section 120 Sheets 4 & 7.

Change Order No: 16

Project: CPU-NHU-8-010(043)940

PCN: 22352

SubProject: 1 PORTLAND CEMENT CONCRETE PAVEMENT, CURB County: Cass

For: PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, ST

Contractor: DAKOTA UNDERGROUND COMPANY
4001 15TH AVE N
FARGO, ND 58102-2832Original Contract Amount:
\$10,295,720.11

Date Created: 02/04/2020

Date Approved:



CONTRACTOR DAKOTA UNDERGROUND 2/6/2020
DATE_____
CITY/COUNTY/OTHER OFFICIAL DATE_____
REPRESENTING DATE_____
() Approval Recommended
PROJECT ENGINEER_____
() Approved
DATE_____
() Approval Recommended
DISTRICT ENGINEER_____
() Approved
DATE_____
() Approval Recommended
OFFICE OF OPERATIONS_____
() Approved
DATE

Explanation of Change in Plan Change Order 16 CPU-NHU-8-010(043)940

Roundabout Signing and Striping Revisions – Change Order F

NDDOT Administration recommended that the lane designation signing and pavement marking at the 2nd St/Main Ave roundabout intersection be modified according to the details in the attached plan revision after receiving complaints of motorist confusion and unsafe driving. These details include changing the arrows to a “fishhook” style symbol which more accurately depicts the lane configurations of the roundabout and increasing the size of the chevron signs located in the center of the roundabout to make them more visible. These changes will improve safety by helping motorists to properly navigate the intersection.

The contractor was notified of these revisions and submitted the attached invoices to complete this work. Existing contract unit prices will be used for Items 704-1500 “Obliteration of Pavement Marking”, 754-110 “Flat Sheet For Signs-Type XI Sheeting”, and 754-592 “Reset Sign Panel”. The contractor submitted a lump sum price for Item 704-1001 “Traffic Control” which includes all costs of traffic control signs and devices that are needed, and a revised price for Item 762-122 “Preformed Patterned Pvmnt Mk Message-Grooved” to account for the additional costs that are needed for this item. The prices for Items 704-1001 and 762-122 also include the allowable prime contractor markup specified in Section 109.03 E.5 of the Standard Specifications. The following table includes a summary of the costs to complete this work:

Cost Summary - Change Order 16				
<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
704-1001 Traffic Control*	LS	1	\$1,842.50	\$1,842.50
704-1500 Obliteration of Pavement Marking	SF	1068	\$5.25	\$5,607.00
754-110 Flat Sheet For Signs-Type XI Sheeting	SF	76	\$22.10	\$1,679.60
754-592 Reset Sign Panel	EA	7	\$53.00	\$371.00
762-122 Preformed Patterned Pvmnt Mk Message	SF	268	\$52.47**	\$14,061.96
			Total	\$23,562.06

* No existing contract unit price for this item. The price submitted by the contractor for this change order work is fair and justified due to the work that will be involved to reset the lane closures multiple times to revise the striping in all lanes of the intersection.

** The price submitted by the contractor for this change order work is greater than the existing contract unit price for this item due to the fact that the change order markings are a custom order from the supplier and will also require more time to groove into the pavement because of their geometry. See the following sheet for justification of this price by comparison to the contract unit price of the original bid item.

See the attached documentation for the plan revision, contractor’s prices, and additional information related to this change order.

**NorthStar Safety, Inc.**

794 West Main Avenue
 West Fargo, ND 58078
 Tel: 701-282-2110
 Fax: 701-281-1400
 www.northstarsafety.com

<u>Project</u>	<u>Job #</u>	<u>County</u>	<u>State</u>	<u>Bid Date</u>
CPU-NHU-8-010(043)940 (PCN-22352)	1	Cass	ND	3/8/19

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
42	Obliteration of Pavement Markings	SF	1,068	\$5.00	\$5,340.00
change order	Pref 3M supplied FishHook Roundabout symbols	SF	268	\$47.70	\$12,783.60
				Quote Total	\$18,123.60

ASSUMPTIONS:

Progressive payment will be forwarded to us timely. If a bond is required, add \$4.50/M (\$100 minimum). Our quote does not include Railway Protection Insurance, TERO or any other contract charge. This proposal may be withdrawn if not accepted within 30 days.

Authorized
 Acceptance
 Signature

Print Name

Authorized
 Signature


 Nick England
 Vice President
 Cell: (701) 219-1736
 E-mail: nengland@northstarsafety.com

Price Comparison Between Change Order & Original Contract Unit Prices (Prior to Applicable Prime Contractor Markup):

Change Order 16 Price (Quoted Above)	= \$47.70/SF
Subcontractor's Original Price (per Request to Sublet)	= \$34.90/SF
Difference	= \$12.80/SF

Change Order Material Quote (per Invoice From 3M)	= \$14.61/SF
Subcontractor's Original Cost of Material (per Email From NSI)	= \$5.00/SF
Difference	= \$9.61/SF

Additional Costs (Excluding Materials) to Install "Fishhook" Markings:
 $\$12.80/\text{SF} - \$9.61/\text{SF} = \$3.19/\text{SF} \times 268 \text{ SF (Change Order Quantity)} = \854.92

This increase is reasonable and justified due to the intricacy of the shape of the new markings which will require more labor and equipment costs to groove into the pavement, compared to the shape of the standard arrows included in the contractor's original price.



Dakota
und.
1424

NorthStar Safety, Inc.

794 West Main Avenue
West Fargo, ND 58078
Tel: 701-282-2110
Fax: 701-281-1400
www.northstarsafety.com

Project	Job #	County	State	Bid Date
CPU-NHU-8-010(043)940 (PCN-22352)	1	Cass	ND	3/8/19

NorthStar Safety, Inc. (NSI) will supply and install all signs, barricades and channelization devices as per plan sheet(s) 1 - 24 of section 100 and as listed below. Daily maintenance, including phase changes and providing a Traffic Control Supervisor, would be NSI's responsibility for 23 weeks. If more or less time is needed, add or subtract \$1,900.00/week to or from item No. 34. The contractor would still be responsible for replacing signs and devices moved for construction traffic and progress. NSI would then remove all items supplied by us upon completion of the project. Our quote is also based on the completion date stated in the proposal and does NOT include flagging, providing notifications, or temporary pedestrian access routes (TPAR). Items within the total are tied.

Item No.	Description	Unit	Quantity	Unit Price	Bid Amount
34	Mobilization	LS	1	\$42,633.33	\$42,633.33
42	Obliteration of Pavement Markings	SF	500	\$5.00	\$2,500.00
136	Epoxy Pvmt Mk Message	SF	80	\$15.00	\$1,200.00
137	Epoxy Pvmt Mk 4IN Line	LF	2,183	\$2.60	\$5,675.80
138	Epoxy Pvmt Mk 8IN Line	LF	442	\$4.66	\$2,059.72
139	Preformed Patterned Pvmt Mk-Mssg (Grooved)	SF	1,027	\$34.90	\$35,842.30
140	Preformed Thermo Plastic Pvmt Mk 4IN Line	LF	554	\$8.90	\$4,930.60
141	Preformed Thermo Plastic Pvmt Mk Mssg	SF	128	\$36.20	\$4,633.60
142	Preformed Patt Pvmt Mk 8IN Line Grooved	LF	2,190	\$12.00	\$26,280.00
143	Preformed Patt Pvmt Mk 16IN Line Grooved	LF	114	\$26.00	\$2,964.00
144	Preformed Patt Pvmt Mk 24IN Line Grooved	LF	1,982	\$32.55	\$64,514.10
145	Preformed Patt Pvmt Mk 7IN Line Contrast Grooved	LF	8,009	\$10.90	\$87,298.10
				Quote Total	\$280,531.55

ASSUMPTIONS:

*-Quote includes all mobilizations for pavement markings.

Progressive payment will be forwarded to us timely. If a bond is required, add \$4.50/M (\$100 minimum). Our quote does not include Railway Protection Insurance, TERO or any other contract charge. This proposal may be withdrawn if not accepted within 30 days.

Authorized
Acceptance
Signature

Print Name

Authorized
Signature

Nick England

Nick England
Vice President

Cell: (701) 219-1736

E-mail: nengland@northstarsafety.com

3M Transportation Safety Division
3M Center, Building 225-04-N-14
St. Paul, MN 55144-1000
FAX: 1-800-591-9293
Toll Free 1-800/553-1380



To: NORTHSTAR SAFETY
794 MAIN AVE W
WEST FARGO, ND 58078
CUSTOMER SOLD TO 16135982
CUSTOMER SHIP TO 16135982

Quotation Number: 20200102NORTHSTAR
Quotation Date: JAN 02 2020
Expiration Date: JAN 31 2020

Attn: NICK ENGLAND
Phone:
From: MATT KOBYLARCZYK
Phone: 800-553-1380

Payment Terms: 2% 10 DAYS – NET 60 DAYS
Price Conditions:
Contract:
Delivery Time: Contact your CSR
F.O.B.: See Below

Material #	Quantity	Description	Unit Price	Ext. Price
7100013734	2 Each	SMS-L380IES WHITE LINERED LEFT FISHHOOK ARROW	\$218.7026	\$437.41
7100013734	2 Each	SMS-L380IES WHITE LINERED LEFT-THRU-RIGHT FISHHOOK ARROW	\$428.9118	\$857.82
7100013734	5 Each	SMS-L380IES WHITE LINERED LEFT-THRU FISHHOOK ARROW	\$346.1021	\$1,730.51
7100013734	2 Each	SMS-L380IES WHITE LINERED RIGHT-THRU FISHHOOK ARROW	\$307.8822	\$615.76
			Subtotal = \$3,641.50	
			7.5% Sales Tax = \$273.11	

F.O.B: Shipping Point. Freight charges via cheapest method prepaid and allowed.

TO PLACE ORDER CALL: 1-800-553-1380 Prompt 1. FAX ORDERS TO: 1-800-591-9293

Total = \$3,914.61

To be assured of these prices if an order is issued, please note on the order "These prices in accordance with

Quotation Number "20200102NORTHSTAR" (complete with the quotation from above).

\$3,914.61 / 268 SF = \$14.61/SF

* Prices quoted herein are firm for a period of 60 days after quotation date. For quotes beyond 60 days, prices are subject to increase with 30-day notification.

* Some products may have minimum quantity requirements.

* Pricing is subject to variation based on sizing and other characteristics. Nonstandard upcharges may or may not be included in the pricing quoted above. Please contact your customer service representative if you have questions or concerns.

Applicable tax exemption documents should be included with your order.

1. Delivery of plus 10% or minus 10% of ordered quantity shall constitute fulfillment of the order. We will endeavor to supply the exact number of units specified. 2. Any claim for loss or damage caused by the transporting carrier(s) must be supported with a delivery receipt, noting such shortage or damages and signed by the delivering carriers driver, and/or a carrier inspection report. When damage is concealed at time of delivery, an inspection by the carrier must be requested as soon as possible but not later than fifteen days from delivery. Any defects in material must also be reported within fifteen days after receipt of goods. 3. We assume no responsibility for any loss or damage incurred due to delay or inability to deliver, caused by fire, strikes, accident, embargoes, car shortages, delays of carriers, insurrection, riot, acts of civil or military authorities or acts of God. 4. In cases where special transportation routing is requested, we will charge back the cost of the special routing. 5. This quotation is based on continuous production of the quantities specified. 6. Prices quoted are for a single destination with no drop shipping allowed unless other specified above. 7. The above quotation does not include any Federal, State or Local taxes unless so indicated. 8. Orders are subject to 3M Credit Department approval.

REPORT OF ACTION

(23)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-20-C1

Type: Cass Rural Water User District
Joint Powers AgreementLocation: 64th Ave S – 25th St to 33rd St

Date of Hearing: 2/3/2020

RoutingDate

City Commission

2/24/2020

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed a communication from Project Engineer, Jason Leonard, regarding a Joint Powers Agreement with Cass Rural Water User District.

The City of Fargo is currently working on the urbanization design of 64th Avenue South between 25th and 33rd Street. The existing 16" water main installed in 2007 was placed within the 33' statutory right of way and was funded by Cass Rural Water User District. With the urbanization of 64th Avenue South, the existing water main is in conflict with proposed structures in multiple locations. In discussions with Cass Rural Water Staff, it was determined that the best alternative would be to relocate the existing water main further to the north within the newly acquired right of way.

Attached is a joint powers agreement for the installation of 64th Avenue South water main.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the Joint Powers Agreement with Cass Rural Water User District for the 64th Avenue South water main.

RECOMMENDED MOTION

Concur with recommendations of PWPEC to approve a Joint Powers Agreement with Cass Rural Water User District for the 64th Avenue South water main.

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
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, 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"/>
<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 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC

From: Jason Leonard, Project Engineer

Date: January 30, 2020

Re: Improvement District No. BN-20-C1 – 64th Ave S between 25th St S and 33rd St
Cass Rural Water District Joint Powers Agreement

Background:

The City of Fargo is currently working on the urbanization design of 64th Avenue Between 25th Street South and 33rd Street South. The existing 16" water main installed in 2007 was placed within the 33' statutory right of way and was funded by Cass Rural Water User District. With the urbanization of 64 Avenue South, the existing water main is in conflict with proposed structures in multiple locations. In discussions with Cass Rural Water Staff, it was determined that the best alternative would be to relocate the existing water main further to the north within the newly acquired arterial right of way.

The City of Fargo and Cass Rural Water User District are working on entering into a joint powers agreement for the installation of 64th Avenue South water main under the City of Fargo Special Assessment District. The City would own the water main during the life of the improvement bonds with CRWU providing all maintenance services and control of domestic water supply permitting, connection, water sales, etc. After water main improvement bonds are retired, ownership of the main would revert to CRWU.

Recommended Motion:

Approve the Cass Rural Water District Joint Powers Agreement for the 64th Avenue South water main as discussed within this memo.

Attachments

JOINT POWERS AGREEMENT

THIS AGREEMENT is made by and between Cass Rural Water Users District, a North Dakota political subdivision (the "District"), and the City of Fargo, North Dakota, a North Dakota municipal corporation (the "City").

RECITALS

A. City is constructing Improvement District #BN-20-C1 to urbanize a section of 64th Avenue South, which Project includes PCC Paving, Site Grading, Structures, Storm Sewer, Watermain Replacement, Street Lighting, Sidewalk and Incidentals (hereinafter the "Project").

B. District installed a 16" water line in 2007 to service the area. Such installation was not special assessed. The City's Project will require relocation of the District's 16" water line.

C. The relocation and reconstruction of the District's 16" water line will require properties served by the line to reconnect via new curb stops within their boulevards along 64th Avenue.

D. The Property includes platted and unplatted areas, as defined in Exhibit A attached hereto (the "Property").

E. District and City agree it would be most efficient for the City to construct all of the improvements simultaneously, and re-construct and re-locate the District's 16" water line in accordance with the terms contained in this Agreement.

F. District and City have authority to enter into this Agreement in accordance with Section 54-40.3-01 of the North Dakota Century Code.

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **Improvements-General.** City will perform, provide, and contract for all requisite engineering, development, design, bidding, administration, construction, quality control testing, project closeout, and financing regarding the water infrastructure improvements for the Property, including relocation of the District's 16" watermain; disconnecting existing water service lines from the existing 2" watermain for each individual property within the Property; installation of new curb stops for each individual property within the Property; and installation of new water service lines to connect the new 16" water line to each new curb stop.

2. **City Infrastructure.** City will own, operate, repair, and maintain all improvements to 64th Avenue, and any other street, storm sewer, or other infrastructure improvements on the Property or adjacent to the Property. The City will be solely responsible for all operation and maintenance, at the City's sole expense, regarding all improvements to 64th Avenue, and any other street, storm sewer, or other infrastructure improvements on the Property or adjacent to the Property.

3. **Water Line Ownership and Maintenance.** Following the City's relocation and construction of the 16" water line, the City will continue to own the 16" water line constructed as part of the Project until the bonds issued to finance the Project are retired, at which time the District will own the 16" water line. The District will be solely responsible for all operation, repair and maintenance of the 16" water line, at the District's sole expense, upon completion of the Project.

4. **Finance.** The City will finance construction and installation costs for the improvements described through special assessments, in accordance with the City's approved practices and policies, for such costs related to the relocation and construction of the District's 16" water line; improvements to 64th Avenue; and any other street, storm sewer, or other infrastructure improvements. The assessment district will be bounded as follows:

The southern half of Section 2, Township 138 North, Range 49 West

The northern half of Section 11, Township 38 North, Range 49 West.

The approximate cost for the installation of the relocated 16" water line is \$753,680. The approximate cost regarding the new curb stops and connections to existing service lines is \$74,300.

5. **Water Service.** City's construction of the Project will include a new connection to the existing service line within the Project's right of way with a new curb stop from the 16" water line throughout the Property, but will not include construction of individual service lines between the existing curb stop located outside the Project's right of way to the newly installed curb stop within the Project.

6. **Exclusive Service Acknowledgment.** The parties agree the Property is within the District's exclusive service area, and that none of the following will impede upon or in any way impact the District's exclusive right to provide water to the Property in accordance with 7 U.S.C. §1926(b) and N.D. Cent. Code § 6-09.4-22: this Agreement; the City's relocation and construction of the 16" water line, new curb stops, and new service lines to connect the relocated 16" water line to curb stops on individual properties; ownership and operation of the remainder of the Project; or any sale of water from the City to the District for purposes of water service to the Property.

7. **Severability.** If any Court of competent jurisdiction declares any provision or part of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable.

8. **Successors.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties and their successors and assigns.

9. **Applicable Law.** This Agreement will be construed in accordance with and governed by North Dakota law.

10. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.

11. **Assignment.** Neither party may transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the other party.

12. **Amendments.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

13. **Interpretation.** This Agreement will be construed as if both parties prepared it.

14. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

15. **Termination.** This Agreement will terminate when the bonds issued to finance the improvements identified are retired.

(Signatures appear on the following pages.)

Dated this ____ day of _____, 2020.

CASS RURAL WATER
USERS DISTRICT

By: _____
Jon Zuther, President

By: _____
Barry Bowman, Secretary

Dated this ____ day of _____, 2020.

CITY OF FARGO, a North Dakota
municipal corporation

By: _____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

EXHIBIT A

Property Descriptions

Exhibit A

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION AND COMPRISING

PCC PAVING, SITE GRADING, STRUCTURES, STORM SEWER, WATER MAIN
REPLACEMENT, STREET LIGHTING, SIDEWALK & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-20-C

LOCATION:

On 64th Avenue South from 25th Street South to 33rd Street South.

COMPRISING:

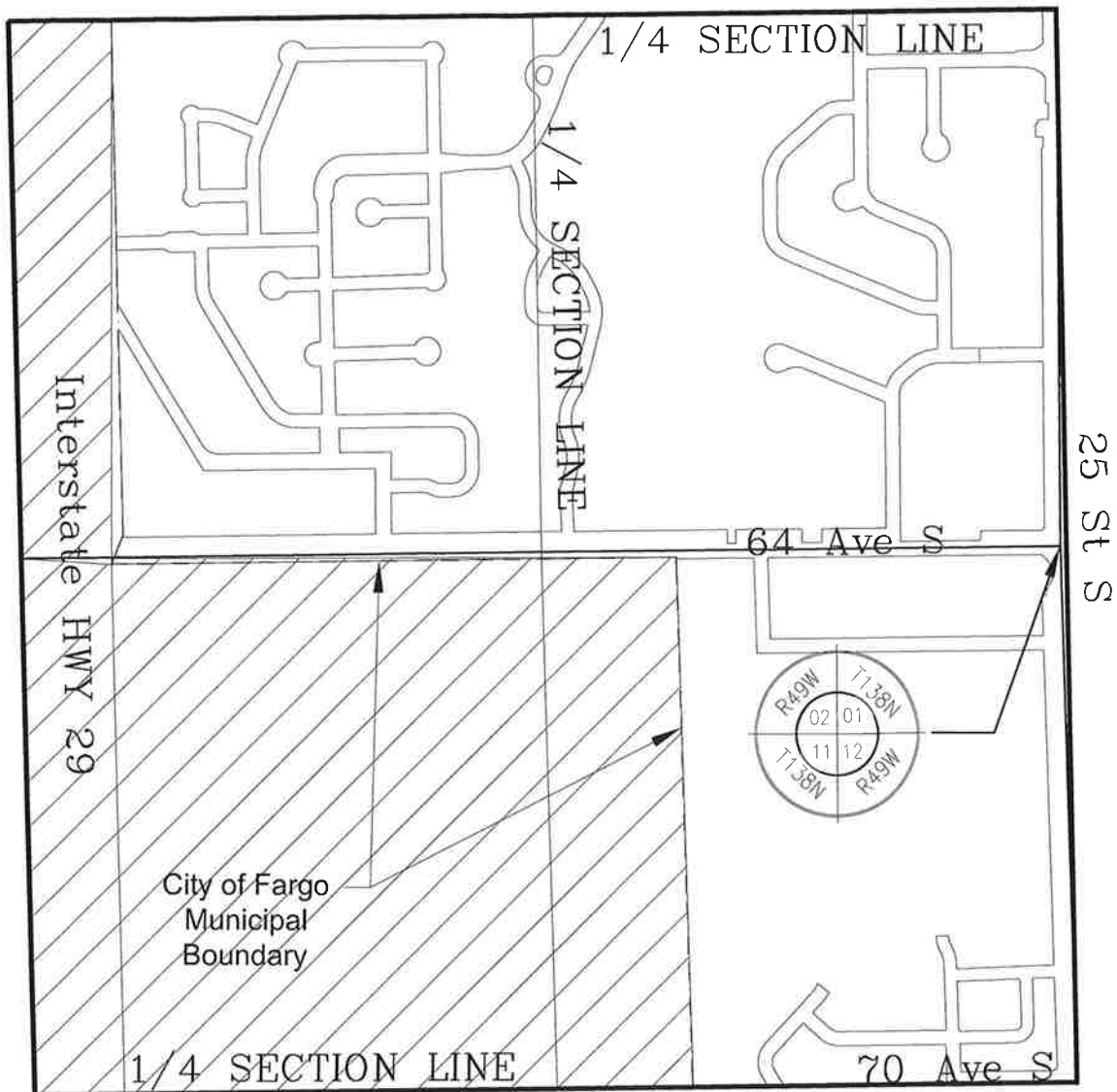
Bounded on the north at the 1/4 Section lines of Section 2, Township 138 North, Range 49 West.

Bounded on the south at the 1/4 Section line of Section 11, Township 138 North, Range 49 West.

Bounded on the west at the Section line of Section 2 and Section 11, Township 138 North, Range 49 West.

Bounded on the east at 25th Street South, the east section line of Section 2 and Section 11, Township 138 North, Range 49 West.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota and its Extra-Territorial Area.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

PCC PAVING, SITE GRADING, STRUCTURES, STORM SEWER, WATERMAIN
REPLACEMENT, STREET LIGHTING, SIDEWALK
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-20-C



FUTURE BENEFITING AREA OUTSIDE CITY LIMITS

February 19, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

2400

Re: Improvement District No. BR-20-C1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, February 19, 2020, for Sanitary Sewer, Water Main, Storm Sewer, Street Reconstruction & Incidentals, Improvement District No. BR-20-C1, located at 3rd Avenue North from University Drive to 10th Street North and on 12th Street North from 3rd Avenue North to 4th Avenue North and 11th Street North from 2nd Avenue North to 4th Avenue North.

The bids were as follows:

KPH, Inc.	\$2,492,014.65
Dakota Underground Company	\$2,514,519.44
Engineer's Estimate (per Engineer's Report)	\$1,811,608.42
Engineer's Estimate (per Addendum #1)	\$1,890,736.62

The special assessment escrow is not required.

Even though the bids received were 32% higher than the Engineer's Estimate, we believe the bids to be fair and competitive. In review of the bids, the Engineer's Estimate did not fully take into account the complexity of phasing in order to maintain access to the adjacent properties. At the time the 2020 CIP was approved, this project was budgeted at \$2,500,000 and is therefore within our original budget for the project. The increase cost will not impact the amount special assessed since it is capped.

Taking all of those items into consideration, this office recommends award of the contract to KPH, Inc. in the amount of \$2,492,014.65 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BR-20-C1

Sanitary Sewer, Water Main, Storm Sewer, Street Reconstruction & Incidentals

3rd Ave N from University Dr to 10th St N and on 12th St N from 3rd Ave N to 4th Ave N and 11th St N from 2nd Ave N to 4th Ave N

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 Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Sanitary Sewer, Water Main, Storm Sewer, Street Reconstruction & Incidentals Improvement District # BR-20-C1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I Manhole 4' Dia Reinf Conc	EA	4.00	4,750.00	19,000.00
2 F&I Manhole 5' Dia Reinf Conc	EA	3.00	10,000.00	30,000.00
3 Remove Manhole	EA	4.00	1,185.00	4,740.00
4 Connect Pipe to Exist Pipe	EA	2.00	1,600.00	3,200.00
5 Bore Pipe SDR 26 - 6" Dia PVC	LF	59.00	120.00	7,080.00
6 Bore Pipe SDR 26 - 8" Dia PVC	LF	13.00	325.00	4,225.00
7 Remove Pipe All Sizes All Types	LF	1,637.00	25.00	40,925.00
8 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	234.00	175.00	40,950.00
9 F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	51.00	185.00	9,435.00
10 F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	394.00	195.00	76,830.00
11 F&I Pipe w/GB SDR 26 - 36" Dia PVC	LF	959.00	355.00	340,445.00
12 Connect Sewer Service	EA	14.00	3,600.00	50,400.00
13 F&I Manhole 7' Dia Reinf Conc	EA	2.00	17,000.00	34,000.00
Sanitary Sewer Total				661,230.00
Water Main				
14 F&I Fittings C153 Ductile Iron	LB	2,050.00	12.50	25,625.00
15 F&I Hydrant	EA	5.00	5,000.00	25,000.00
16 F&I Insulation 4" Thick	SY	125.00	14.00	1,750.00
17 Connect Pipe to Exist Pipe	EA	11.00	1,500.00	16,500.00
18 Bore Pipe C900 DR 18 - 4" Dia PVC	LF	15.00	300.00	4,500.00
19 Bore Pipe C900 DR 18 - 6" Dia PVC	LF	40.00	150.00	6,000.00
20 Bore Pipe C900 DR 18 - 8" Dia PVC	LF	350.00	150.00	52,500.00
21 Remove Pipe All Sizes All Types	LF	1,449.00	15.00	21,735.00
22 F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	43.00	122.00	5,246.00
23 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	118.00	125.00	14,750.00
24 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	1,273.00	110.00	140,030.00
25 F&I Gate Valve 4" Dia	EA	2.00	1,625.00	3,250.00
26 F&I Gate Valve 6" Dia	EA	8.00	1,825.00	14,600.00
27 F&I Gate Valve 8" Dia	EA	11.00	2,400.00	26,400.00
28 Bore Pipe 1" Dia Water Service	LF	128.00	50.00	6,400.00
29 F&I Pipe w/GB 1" Dia Water Service	LF	381.00	85.00	32,385.00
30 F&I CS & Box 1" Dia	EA	13.00	700.00	9,100.00
31 Connect Water Service	EA	11.00	550.00	6,050.00
32 Furnish Temp Water Svc	EA	11.00	630.00	6,930.00
33 F&I Casting - Water Service	EA	5.00	315.00	1,575.00
Water Main Total				420,326.00
Storm Sewer				
34 F&I Manhole 4' Dia Reinf Conc	EA	2.00	3,300.00	6,600.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-20-C1****Sanitary Sewer, Water Main, Storm Sewer, Street Reconstruction & Incidentals**

35 F&I Manhole 6' Dia Reinf Conc	EA	3.00	8,700.00	26,100.00
36 F&I Manhole 7' Dia Reinf Conc	EA	1.00	9,555.00	9,555.00
37 F&I Manhole 8' Dia Reinf Conc	EA	1.00	12,600.00	12,600.00
38 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	3,400.00	3,400.00
39 Remove Manhole	EA	7.00	1,200.00	8,400.00
40 F&I Inlet - Single Box (SBI) Reinf Conc	EA	16.00	2,425.00	38,800.00
41 Remove Inlet	EA	7.00	890.00	6,230.00
42 Plug Pipe 4" thru 12" Dia	EA	2.00	1,000.00	2,000.00
43 Connect Pipe to Exist Pipe	EA	3.00	760.00	2,280.00
44 Remove Pipe All Sizes All Types	LF	284.00	15.00	4,260.00
45 F&I Pipe w/GB 15" Dia Reinf Conc	LF	479.00	150.00	71,850.00
46 F&I Pipe w/GB 27" Dia Reinf Conc	LF	80.00	210.00	16,800.00
47 F&I Pipe w/GB 48" Dia Reinf Conc	LF	41.00	272.00	11,152.00
48 F&I Pipe w/GB 54" Dia Reinf Conc	LF	44.00	421.00	18,524.00
49 F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	55.00	135.00	7,425.00
50 F&I Casting - Inlet	EA	1.00	400.00	400.00
51 F&I Casting - Floating Manhole	EA	2.00	400.00	800.00
Storm Sewer Total				247,176.00

Paving

52 Rem & Repl Landscaping	LS	1.00	2,800.00	2,800.00
53 Clear & Grub	LS	1.00	5,200.00	5,200.00
54 Remove Pavement All Thicknesses All Types	SY	6,556.00	12.00	78,672.00
55 Boulevard Grading	SY	3,807.00	4.25	16,179.75
56 Subcut	CY	500.00	5.00	2,500.00
57 Subgrade Preparation	SY	7,578.00	3.00	22,734.00
58 F&I Woven Geotextile	SY	7,578.00	2.65	20,081.70
59 F&I Class 5 Agg - 12" Thick	SY	7,578.00	13.00	98,514.00
60 F&I Edge Drain 4" Dia PVC	LF	3,914.00	5.50	21,527.00
61 F&I Curb & Gutter Standard (Type II)	LF	3,942.00	23.00	90,666.00
62 Remove Curb & Gutter	LF	4,010.00	8.00	32,080.00
63 F&I Pavement 9" Thick Reinf Conc	SY	6,166.00	88.00	542,608.00
64 F&I Sidewalk Curb	LF	100.00	28.00	2,800.00
65 F&I Sidewalk 4" Thick Reinf Conc	SY	1,000.00	52.00	52,000.00
66 F&I Sidewalk 6" Thick Reinf Conc	SY	73.00	80.00	5,840.00
67 Remove Sidewalk All Thicknesses All Types	SY	1,115.00	10.00	11,150.00
68 Remove Driveway All Thicknesses All Types	SY	1,067.00	10.00	10,670.00
69 F&I Driveway 6" Thick Reinf Conc	SY	634.00	62.00	39,308.00
70 F&I Driveway 7" Thick Reinf Conc	SY	360.00	67.00	24,120.00
71 F&I Det Warn Panels Cast Iron	SF	140.00	50.00	7,000.00
72 GV Box to Grade - Blvd	EA	5.00	225.00	1,125.00
73 Casting to Grade - w/Conc	EA	28.00	1,000.00	28,000.00
74 F&I Traffic Surface Gravel	TON	100.00	33.00	3,300.00
75 Mulching Type 1 - Hydro	SY	3,807.00	0.75	2,855.25
76 Seeding Type B	SY	3,807.00	0.75	2,855.25
77 Weed Control Type B	SY	3,807.00	0.10	380.70
78 Temp Construction Entrance	EA	5.00	1,100.00	5,500.00
79 Inlet Protection - New Inlet	EA	18.00	185.00	3,330.00
80 Inlet Protection - Existing Inlet	EA	31.00	140.00	4,340.00
81 Traffic Control - Type 1	LS	1.00	10,000.00	10,000.00
Paving Total				1,148,136.65

Pavement Marking

82 F&I Grooved Plastic Film 4" Wide	LF	200.00	9.55	1,910.00
83 F&I Grooved Plastic Film 16" Wide	LF	11.00	44.00	484.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BR-20-C1

Sanitary Sewer, Water Main, Storm Sewer, Street Reconstruction &
Incidentals

84 F&I Grooved Plastic Film 24" Wide	LF	36.00	47.00	1,692.00
85 Paint Epoxy Message	SF	85.00	37.00	3,145.00
Pavement Marking Total				7,231.00

Signing

86 F&I Sign Assembly	EA	15.00	45.00	675.00
87 F&I Sign Assembly & Anchor	EA	32.00	95.00	3,040.00
88 F&I Diamond Grade Cubed	SF	57.00	25.00	1,425.00
89 F&I High Intensity Prismatic	SF	111.00	25.00	2,775.00
Signing Total				7,915.00

Total Construction in \$ 2,492,014.65

Engineering	10.00 %	249,201.46
Legal & Misc	3.00 %	74,760.44
Contingencies	10.00 %	249,201.46
Administration	4.00 %	99,680.59
Interest	4.00 %	99,680.59

Total Estimated Costs 3,264,539.19

Special Assessments	722,225.25
Utility Funds - Wastewater - 521	727,565.10
Utility Funds - Water - 501	447,334.66
State Funds - Other ND	1,367,414.52

Unfunded Costs -0.34

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 02/19/2020



Tom Knakmuhs

Assistant City Engineer



246

February 19, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-20-E1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, February 19, 2020, for Water Main Replacement, Street Reconstruction, Asphalt Mill & Overlay & Incidentals, Improvement District No. BR-20-E1, located on 17th Street South from 21st Avenue to 25th Avenue and on 25th Avenue South from 18th Street to the east side of 14th Street.

The bids were as follows:

Northern Improvement Co.	\$ 1,754,601.35
Border States Paving, Inc.	\$ 1,769,655.10
Dakota Underground Co.	\$ 1,777,242.32
KPH, Inc.	\$ 1,785,109.50

Engineer's Estimate (per Engineer's Report)	\$ 1,445,300.00
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The special assessment escrow is not required.

One protest was received amounting to less than 1% of the Improvement District.

Even though the bids received were 22% higher than the Engineer's Estimate, we believe the bids to be fair and competitive. In review of the bids, the Engineer's Estimate did not fully take into account the complexity of phasing, which was adjusted late in the design, in order to maintain access to the adjacent properties. When the 2020 CIP was approved, this project was budgeted for \$1,712,000. Therefore, this project is very close to the original budget. The increased cost will not impact the amount special assessed for sanitary sewer, water main, and street reconstruction since it is capped; however, there will be a modest increase in the storm sewer and mill and overlay portion of this project that do not utilize caps.

Taking all of those items into consideration, this office recommends that the protest be declared insufficient and the contract be awarded to Northern Improvement Co. in the amount of \$1,754,601.35 as the lowest and best bid.

Sincerely,



Tom Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-20-E1****Water Main Replacement, Street Reconstruction, Asphalt Mill & Overlay, & Incidentals**

On 17th Street South from 21st Avenue to 25th Avenue and on 25th Avenue South from 18th Street to the east side of 14th Street.

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 Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Water Main Replacement, Street Reconstruction, Asphalt Mill & Overlay, & Incidentals Improvement District # BR-20-E1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
SANITARY SEWER				
1 Remove Manhole	EA	1.00	1,200.00	1,200.00
2 Remove Pipe All Sizes All Types	LF	10.00	36.00	360.00
3 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	308.00	48.00	14,784.00
4 Bore Pipe SDR 26 - 6" Dia PVC	LF	60.00	54.00	3,240.00
5 F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	10.00	600.00	6,000.00
6 Connect Pipe to Exist Structure	EA	1.00	3,000.00	3,000.00
7 Connect Pipe to Exist Pipe	EA	1.00	1,800.00	1,800.00
8 Connect Sewer Service	EA	14.00	1,800.00	25,200.00
9 Clean Pipe All Sizes All Types	LF	1,226.00	3.00	3,678.00
SANITARY SEWER Total				59,262.00
WATER MAIN REPLACEMENT				
10 Remove Pipe - Asbestos Cement	LF	1,261.00	30.00	37,830.00
11 F&I Hydrant	EA	4.00	5,400.00	21,600.00
12 F&I Fittings Ductile Iron	LB	1,400.00	8.40	11,760.00
13 Connect Pipe to Exist Pipe	EA	6.00	7,800.00	46,800.00
14 F&I Insulation 2" Thick	SY	12.00	36.00	432.00
15 F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	40.00	78.00	3,120.00
16 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	54.00	90.00	4,860.00
17 F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	1,232.00	91.20	112,358.40
18 F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	14.00	120.00	1,680.00
19 F&I Gate Valve 4" Dia	EA	4.00	1,320.00	5,280.00
20 F&I Gate Valve 6" Dia	EA	4.00	1,560.00	6,240.00
21 F&I Gate Valve 10" Dia	EA	3.00	3,120.00	9,360.00
22 F&I Pipe w/GB 1" Dia Water Service	LF	255.00	55.20	14,076.00
23 F&I Pipe w/GB 1.5" Dia Water Service	LF	45.00	67.20	3,024.00
24 F&I Pipe w/GB 2" Dia Water Service	LF	78.00	78.00	6,084.00
25 F&I Pipe 2" Dia Water Service	LF	22.00	49.20	1,082.40
26 Rem & Repl CS & Box 1" Dia	EA	6.00	564.00	3,384.00
27 Rem & Repl CS & Box 1.5" Dia	EA	1.00	864.00	864.00
28 Rem & Repl CS & Box 2" Dia	EA	3.00	948.00	2,844.00
29 Connect Water Service	EA	14.00	1,560.00	21,840.00
30 Furnish Temp Water Svc	EA	14.00	2,520.00	35,280.00
31 F&I Casting - Water Service	EA	2.00	126.00	252.00
32 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	9.60	960.00
WATER MAIN REPLACEMENT Total				351,010.80
STORM SEWER				
33 Remove Pipe All Sizes All Types	LF	367.00	24.00	8,808.00
34 Remove Manhole	EA	4.00	900.00	3,600.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-20-E1****Water Main Replacement, Street Reconstruction, Asphalt Mill & Overlay, & Incidentals**

35 Remove Inlet	EA	7.00	660.00	4,620.00
36 F&I Inlet - Single Box (SBI) Reinf Conc	EA	10.00	2,880.00	28,800.00
38 F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	1.00	4,920.00	4,920.00
39 F&I Manhole 5' Dia Reinf Conc	EA	5.00	4,680.00	23,400.00
40 F&I Manhole 7' Dia Reinf Conc	EA	3.00	10,440.00	31,320.00
41 F&I Manhole Type E Reinf Conc	EA	1.00	14,400.00	14,400.00
42 F&I Controlled Density Fill	LS	1.00	9,120.00	9,120.00
43 Connect Pipe to Exist Structure	EA	2.00	1,200.00	2,400.00
44 F&I Pipe 15" Dia Reinf Conc	LF	34.00	74.40	2,529.60
45 F&I Pipe 18" Dia Reinf Conc	LF	7.00	81.60	571.20
46 F&I Pipe 30" Dia Reinf Conc	LF	875.00	103.20	90,300.00
47 F&I Pipe w/GB 15" Dia Reinf Conc	LF	135.00	78.00	10,530.00
48 F&I Pipe w/GB 18" Dia Reinf Conc	LF	29.00	82.80	2,401.20
49 F&I Pipe w/GB 21" Dia Reinf Conc	LF	20.00	114.00	2,280.00
50 F&I Pipe w/GB 30" Dia Reinf Conc	LF	410.00	120.00	49,200.00
51 F&I Pipe w/GB 48" Dia Reinf Conc	LF	386.00	264.00	101,904.00
52 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	100.00	6.00	600.00
53 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	100.00	12.00	1,200.00
54 F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	100.00	24.00	2,400.00
55 Plug Pipe 27" thru 36" Dia	EA	1.00	420.00	420.00
STORM SEWER Total				395,724.00

PAVING

56 Remove Pavement All Thicknesses All Types	SY	4,650.00	8.00	37,200.00
57 Remove Driveway All Thicknesses All Types	SY	830.00	6.95	5,768.50
58 Remove Sidewalk All Thicknesses All Types	SY	1,100.00	7.00	7,700.00
59 Remove Curb & Gutter	LF	2,950.00	2.75	8,112.50
60 Remove Tree	EA	3.00	100.00	300.00
61 Subgrade Preparation	SY	5,800.00	3.45	20,010.00
62 F&I Woven Geotextile	SY	5,800.00	1.75	10,150.00
63 F&I Edge Drain 4" Dia PVC	LF	2,950.00	7.50	22,125.00
64 F&I Class 5 Agg - 8" Thick	SY	5,800.00	10.85	62,930.00
65 F&I Curb & Gutter Mountable (Type I)	LF	2,950.00	22.70	66,965.00
66 F&I Aggregate for Asph Pavement FAA 43	TON	2,450.00	53.00	129,850.00
67 F&I Asphalt Cement PG 58S-34	TON	141.00	650.00	91,650.00
68 F&I Sidewalk 4" Thick Reinf Conc	SY	1,100.00	52.75	58,025.00
69 F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	98.50	1,970.00
70 F&I Driveway 6" Thick Reinf Conc	SY	900.00	68.70	61,830.00
71 F&I Det Warn Panels Cast Iron	SF	130.00	52.65	6,844.50
72 Rem & Repl Casting - Self Leveling	EA	3.00	2,185.00	6,555.00
73 Rem & Repl Casting - Std Manhole	EA	2.00	1,045.00	2,090.00
74 Casting to Grade - Blvd	EA	5.00	490.00	2,450.00
75 Casting to Grade - no Conc	EA	7.00	1,030.00	7,210.00
76 Casting to Grade - w/Conc	EA	13.00	1,030.00	13,390.00
77 GV Box to Grade - no Conc	EA	6.00	440.00	2,640.00
78 GV Box to Grade - Blvd	EA	4.00	265.00	1,060.00
79 Relocate Mailbox	EA	6.00	270.00	1,620.00
80 Temp Mailbox	LS	1.00	3,564.00	3,564.00
81 Boulevard Grading	SY	3,400.00	3.60	12,240.00
82 Seeding Type C	SY	3,400.00	1.05	3,570.00
83 Mulching Type 1 - Hydro	SY	3,400.00	1.05	3,570.00
84 Weed Control Type B	SY	3,400.00	0.11	374.00
85 F&I Decid Tree 1.5" Dia	EA	25.00	385.00	9,625.00
86 Stormwater Management	LS	1.00	1,950.00	1,950.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-20-E1****Water Main Replacement, Street Reconstruction, Asphalt Mill & Overlay, & Incidentals**

87 Temp Construction Entrance	EA	2.00	1,950.00	3,900.00
88 Inlet Protection - Existing Inlet	EA	2.00	137.50	275.00
89 Inlet Protection - New Inlet	EA	14.00	181.50	2,541.00
90 Construction Signing	SF	18.00	16.50	297.00
91 Traffic Control - Type 1	LS	1.00	21,000.00	21,000.00
92 F&I Traffic Surface Gravel	TON	100.00	36.50	3,650.00
PAVING Total				695,001.50

SIGNING

93 F&I Diamond Grade Cubed	SF	21.00	26.40	554.40
94 F&I Engineering Grade	SF	56.00	22.00	1,232.00
95 F&I Sign Assembly & Anchor	EA	17.00	93.50	1,589.50
SIGNING Total				3,375.90

STREET LIGHTING

96 Relocate Street Light	EA	1.00	330.00	330.00
97 Remove Street Light	EA	7.00	275.00	1,925.00
98 F&I Feed Point	EA	1.00	8,580.00	8,580.00
99 Remove Feed Point	EA	2.00	550.00	1,100.00
100 F&I Base 5' Deep Reinf Conc	EA	8.00	770.00	6,160.00
101 Remove Base	EA	7.00	495.00	3,465.00
102 F&I Conductor #6 USE Cu	LF	5,274.00	1.30	6,856.20
103 F&I Innerduct 1.5" Dia	LF	1,998.00	7.60	15,184.80
104 F&I Luminaire Type A	EA	7.00	330.00	2,310.00
105 F&I Pull Box	EA	1.00	1,210.00	1,210.00
106 F&I Light Standard Type A	EA	7.00	2,695.00	18,865.00
STREET LIGHTING Total				65,986.00

MILL & OVERLAY

107 Remove Sidewalk All Thicknesses All Types	SY	21.00	21.45	450.45
108 Remove Curb & Gutter	LF	100.00	20.00	2,000.00
109 Repair Inlet	EA	6.00	1,350.00	8,100.00
110 Repair Manhole	EA	5.00	5,000.00	25,000.00
111 Adjust Manhole	EA	9.00	2,185.00	19,665.00
112 Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	9,750.00	2.30	22,425.00
113 F&I Aggregate for Asph Pavement FAA 43	TON	1,150.00	38.95	44,792.50
114 F&I Asphalt Cement PG 58S-34	TON	67.00	650.00	43,550.00
115 F&I Curb & Gutter Mountable (Type I)	LF	100.00	48.40	4,840.00
116 Adjust Curb & Gutter - Mud/Sand Jack	LF	100.00	13.20	1,320.00
117 F&I Sidewalk 4" Thick Reinf Conc	SY	17.00	91.00	1,547.00
118 F&I Sidewalk 6" Thick Reinf Conc	SY	14.00	98.50	1,379.00
119 F&I Det Warn Panels Cast Iron	SF	40.00	52.65	2,106.00
120 Inlet Protection - Existing Inlet	EA	12.00	137.50	1,650.00
121 Paint Epoxy Line 4" Wide	LF	1,122.00	3.60	4,039.20
122 Paint Epoxy Line 24" Wide	LF	90.00	15.30	1,377.00

MILL & OVERLAY Total 184,241.15**Total Construction in \$** 1,754,601.35

Engineering	10.00 %	175,460.14
Legal & Misc	3.00 %	52,638.04
Contingencies	10.00 %	175,460.14
Administration	4.00 %	70,184.05
Interest	4.00 %	70,184.05

Total Estimated Costs 2,298,527.77

Utility Funds - Wastewater - 521 77,633.22

Utility Funds - Water - 501 377,774.95

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BR-20-E1
Water Main Replacement, Street Reconstruction, Asphalt Mill &
Overlay, & Incidentals

Special Assessments	672,049.37
State Funds - Other ND	1,171,070.40
Unfunded Costs	-0.17

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 02/19/2020


Tom Knakmuhs
Assistant City Engineer



COVER SHEET
CITY OF FARGO PROJECTS

(25)

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Asphalt Mill & Overlay & Incidentals

Improvement District No. PR-20-E

Call For Bids February 24, 2020

Advertise Dates March 2 & 9, 2020

Bid Opening Date April 1, 2020

Substantial Completion Date September 25, 2020

Final Completion Date October 26, 2020

N/A PWPEC Report (Attach Copy) **Part of 2020 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Hoogland

Phone No. (701) 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
ASPHALT MILL & OVERLAY & INCIDENTALS
IMPROVEMENT DISTRICT NO. PR-20-E

Nature & Scope

Under this project, streets and avenues will be milled and overlaid as follows:

Section 1:

On Elm Street North from Kandi Lane to 12th Avenue North.

Section 2:

On 26th Avenue North from Elm Street North to 241' west of 3rd Street North.
On 27th Avenue North from Elm Street North to 241' west of 3rd Street North.
On 2nd Street North from 25th Avenue North to 28th Avenue North.
On 3rd Street North from 25th Avenue North to 28th Avenue North.

Section 3:

On Kirsten Lane South from 25th Street South to 27th Street South.
On 33rd Avenue South from 25th Street South to 27th Street South.
On 33 ½ Avenue South from 27th Street South to 28th Street South.
On 34th Avenue South from 25th Street South to 32nd Street South.
On Dakota Park Circle South from 34th Avenue South to 32nd Street South.
On 35th Avenue South from 28th Street South to 32nd Street South.
On 35 ½ Avenue South from 28th Street South to 32nd Street South.
On 35 ½ Court Avenue South from 28th Street South to 32nd Street South.
On Ruth Drive South from Kirsten Lane South to 33rd Avenue South.
On 27th Street South from 32nd Avenue South to 34th Avenue South.
On 28th Street South from 32nd Avenue South to 36th Avenue South.
On 29th Street South from 35th Avenue South to 35 ½ Avenue South.
On 30th Street South north of 35 ½ Avenue South.
On 31st Street South from 35th Avenue South to 35 ½ Avenue South.

Section 4:

On Copperfield Court South south of 40th Avenue South.
On Oakcreek Drive South off of 44th Avenue South.
On 44th Avenue South from 25th Street South to Oakcreek Drive South.

Section 5:

On 44th Avenue South from 45th Street South to Veterans Boulevard.

Purpose

The above named streets and avenues are in need of rehabilitation. A mill and overlay will provide a new wearing surface as well as correct deficiencies that have appeared over time. Rehabilitation at this time is a cost effective means of extending the useful life of the street.

Feasibility

The construction cost is estimated to be \$2,684,137.00. Special Assessments and State Funds will pay for this project. The cost breakdown is as follows:

Assessed Portion:

Estimated Construction Cost:	\$1,176,377.50
Plus Engineering Fees (10%):	117,638.00
Plus Administration Fees (4%):	47,055.00
Plus Legal/Misc Fees (3%):	35,291.00
Plus Interest (4%):	47,055.00
Plus Contingency (10%):	117,638.00
Total Assessed:	<u>\$1,541,054.50</u>

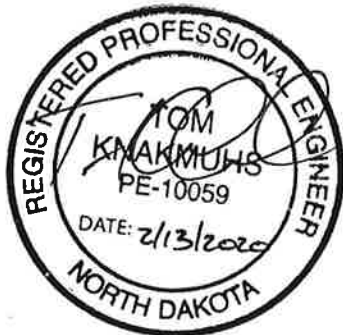
City Portion:

Estimated Construction Cost:	\$1,507,759.50
Plus Engineering Fees (10%):	150,776.00
Plus Administration Fees (4%):	60,310.00
Plus Legal/Misc Fees (3%):	45,233.00
Plus Interest (4%):	60,310.00
Plus Contingency (10%):	150,776.00
Total City Cost:	<u>\$1,975,164.50</u>

Project Funding Summary:

Estimated Construction Cost:	\$2,684,137.00
Plus Engineering Fees (10%):	\$ 268,414.00
Plus Administration Fees (4%):	\$ 107,365.00
Plus Legal/Misc. Fees (3%):	\$ 80,524.00
Plus Interest (4%):	\$ 107,365.00
Plus Contingency (10%):	<u>\$ 268,414.00</u>
Total Cost:	\$3,516,219.00
Assessed Cost (43.83%):	\$1,541,054.50
State Funds (56.17%):	\$1,975,164.50

We believe this to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

**CITY OF FARGO
ENGINEERING DEPARTMENT**

LOCATION & COMPRISING

ASPHALT MILL & OVERLAY & INCIDENTALS

IMPROVEMENT DISTRICT NO. PR-20-E

LOCATION (Section 1):

On Elm Street North from Kandi Lane to 12th Avenue North.

LOCATION (Section 2):

On 26th Avenue North from Elm Street North to 241' west of 3rd Street North.

On 27th Avenue North from Elm Street North to 241' west of 3rd Street North.

On 2nd Street North from 25th Avenue North to 28th Avenue North.

On 3rd Street North from 25th Avenue North to 28th Avenue North.

LOCATION (Section 3):

On Kirsten Lane South from 25th Street South to 27th Street South.

On 33rd Avenue South from 25th Street South to 27th Street South.

On 33 ½ Avenue South from 27th Street South to 28th Street South.

On 34th Avenue South from 25th Street South to 32nd Street South.

On Dakota Park Circle South from 34th Avenue South to 32nd Street South.

On 35th Avenue South from 28th Street South to 32nd Street South.

On 35 ½ Avenue South from 28th Street South to 32nd Street South.

On 35 ½ Court Avenue South from 28th Street South to 32nd Street South.

On Ruth Drive South from Kirsten Lane South to 33rd Avenue South.

On 27th Street South from 32nd Avenue South to 34th Avenue South.

On 28th Street South from 32nd Avenue South to 36th Avenue South.

On 29th Street South from 35th Avenue South to 35 ½ Avenue South.

On 30th Street South north of 35 ½ Avenue South.

On 31st Street South from 35th Avenue South to 35 ½ Avenue South.

LOCATION (Section 4):

On Copperfield Court South south of 40th Avenue South.

On Oakcreek Drive South off of 44th Avenue South.

On 44th Avenue South from 25th Street South to Oakcreek Drive South.

COMPRISING (Section 1):

Bound on the north by the Red River of the North.

Bound on the east by the Red River of the North.

Bound on the south by 12th Avenue North the Red River of the North to 3rd Street North.

Bound on the west by 3rd Street North from 12th Avenue North to 32nd Avenue North. Then north on Cherry Lane North from 32nd Avenue North to 35th Avenue North. Then north along the west lot line of lot 21, block 1 of Van Raden's 4th Addition. Then north through unplatted land to the Red River of the North.

COMPRISING (Section 2):

Lot 4, Block 1.
Lots 1 & 7, Block 2.
Lot 1, Block 3.
All in Edgewood 1st Addition.

Lots 1 & 8 through 16, Block 3.
Lots 1 & 18 through 20, Block 4.
Lots 1 through 16, Block 5.
Lots 1 through 6, Block 6.
Lots 1 through 8, Block 7.
Lots 1 through 3, Block 8.
All in Oral A. Holm Addition.

Lot 1, Block 1, Sunrise Addition.

Lots 12 through 24, Block 5.
Lots 1 through 26, Block 6.
Lots 1 through 14, Block 7.
All in North Park Addition.

COMPRISING (Section 3):

Bound on the north by 32nd Avenue South from 25th Street South to 32nd Street South.

Bound on the east by 25th Street South from 32nd Avenue South to the SE corner of Lot 1, Block 2, Park's 1st Addition. Then west along the Southern edge of Lots 1 through 13, Block 2, Park's 1st Addition. Then south along the Eastern edge of Lot 1, Block 1, Mehl 2nd Addition. Then west along the Southern edge of Lot 1, Block 1, Mehl 2nd Addition. Then south along the Eastern edge of Lot 5, Block 1, Mehl/First Addition. Then west along the Southern edge of Lots 5 and 6, Block 1, Mehl/First Addition. Then south along 28th Street South to Lot 2, Block 1, Community Baptist Church Subdivision. Then east along the Northern edge of Lot 2, Block 1, Community Baptist Church Subdivision. Then south along the Eastern edge of Lot 2, Block 1, Community Baptist Church Subdivision. Then east along the Northern edge of Lot 2, Block 3, Stonebridge Farms 2nd Addition. Then South along the Eastern edge to the SE corner of Lot 2, Block 3, Stonebridge Farms 2nd Addition.

Bound on the south by 36th Avenue South from 25th Street South to 28th Street South. Then the Southern edge of Lots 1 through 16, Block 2, Stonebridge Farms 3rd Addition.

Bound on the west by 32nd Street South from 32nd Avenue South to the SW corner of Lot 11, Block 2, Dakota Park 2nd Addition. Then east along the Southern edge of Lots 10 & 11, Block 2, Dakota Park 2nd Addition. Then south along the Western edge of Lot 2, Block 1, Hunters Prairie 2nd Addition to the SW corner of Lot 4, Block 2, Hunters Prairie 2nd Addition. Then west along the Southern edge of Lot 3, Block 2, Hunters Prairie 2nd Addition. Then south along 32nd Street South to the SW corner of Lot 16, Block 2, Stonebridge Farms 3rd Addition.

COMPRISING (Section 4):

Lots 1 through 13, Block 1, Copperfield Addition.

Lots 1 through 25, Block 1.

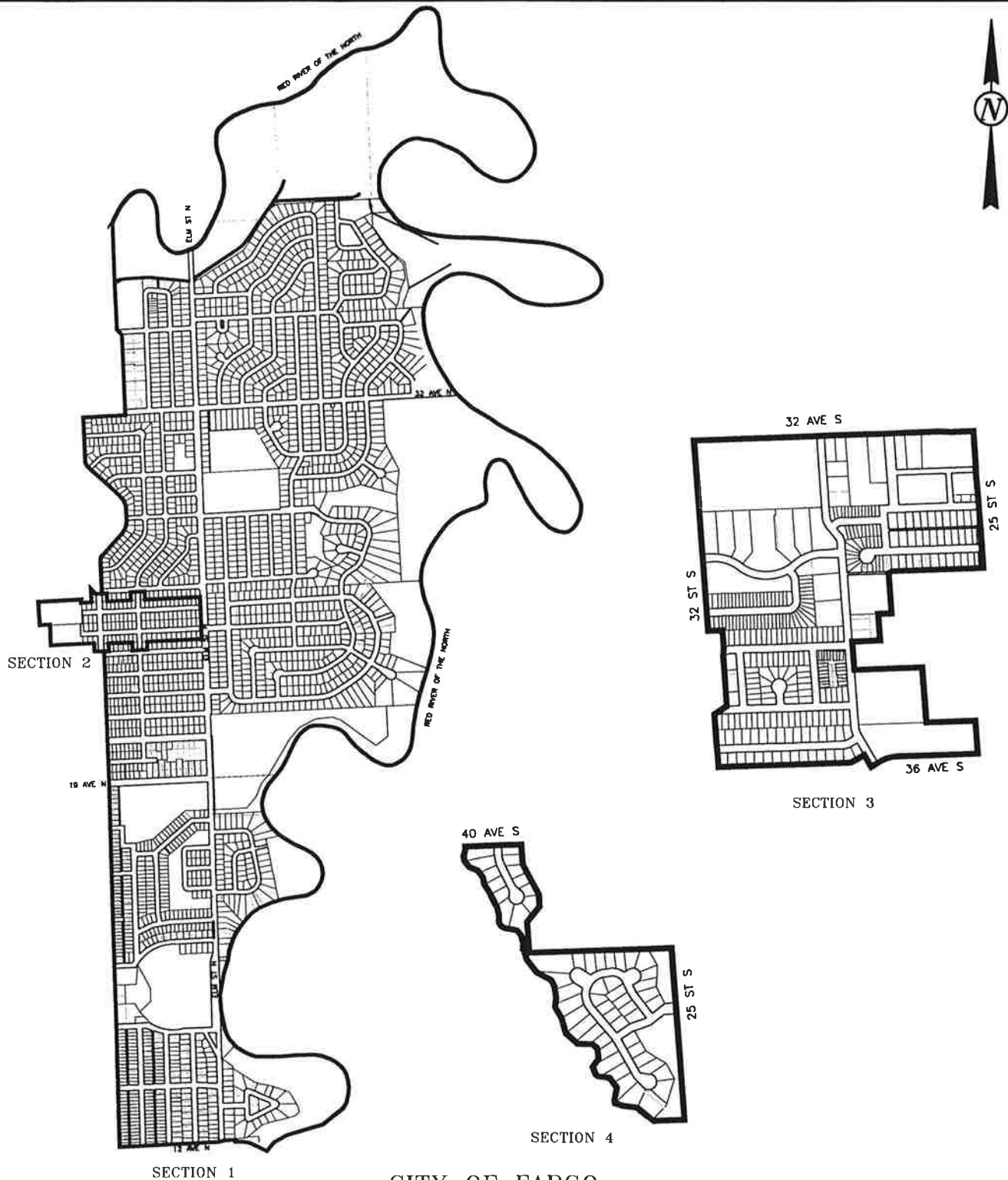
Lots 28 through 33, Block 1.

Lots 1 through 10, Block 2.

All in Oakcreek Addition.

Lots 1 & 2, Block 1, Oakcreek Second Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

ASPHALT MILL & OVERLAY
& INCIDENTALS

IMPROVEMENT DISTRICT NO. PR-20-E