

FARGO CITY COMMISSION AGENDA
Monday, January 27, 2020 - 5:00 p.m.

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, January 13, 2020; Special Meeting, January 14, 2020).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Lane's Subdivision of Block 69 of Ohmer's Subdivision.
- 2. Site Authorization for Horse Race North Dakota at Country Pub (in Country Inn and Suites Hotel).
- 3. Applications for Games of Chance:
 - a. Bethany Auxiliary for a calendar raffle from 1/28/20 to 12/31/20.
 - b. NDSU Men's Lacrosse Club for a raffle on 3/27/20.
 - c. Fargo Elks Lodge 260 BPOE for a raffle on 2/1/20.
 - d. Red River Infinity Volleyball for a raffle on 4/5/20; Public Spirited Resolution.
 - e. USA Wrestling of North Dakota for a raffle on 7/23/20.
- 4. Pledged Securities as of 12/31/19.
- 5. First Amendment to Service Agreement with InfoSend, Inc. (RFP16098).
- 6. LPA Bridge Inspection and Load Rating Agreement with the NDDOT.
- 7. Bid award for Project No. UR-19-E1.
- 8. Bid advertisement for Project No. PR-20-A.
- 9. Notice of Grant Award – Amendment with the ND Department of Health for Ryan White Part B Program-Case Management for PLWH.
- 10. Memorandum of Understanding with the National Veterans Intermediary to receive \$2,000.00 in collaboration funds.
- 11. Agreement for Services with Sara Mwagura.
- 12. Purchase of Service Agreement with Mapleton Public School District.
- 13. Site Access Agreement with Kilbourne, LLC.

Page 24. Resolution Approving Plat of Liberty Square Fifth Addition.

15. Change Order No. 4 for an increase of \$1,840.98 (electrical construction contract) for the Fargo Police Department Headquarters Remodeling Project.
16. Bid advertisement for Project No. WW1701.
17. Change Order No. 2 for an increase of \$29,270.29 for Project No. WA1951.
18. Contract and bond for Project No. WW1904.
19. Bid award for the Ground Transportation Center Improvement Projects (AFB20017)
20. Bills.
21. Change Order No. 3 for an increase of \$26,609.00 for Improvement District No. BN-19-F1.
22. Change Order Nos. 12-14 in the amount of \$18,012.41 for Improvement District No. BR-18-A1.
23. Change Order Nos. 26-32 in the amount of \$47,503.37 and 10-day time extension for Improvement District No. BN-19-A2.
24. Final Balancing Change Order No. 2 for an increase of \$10,146.10 for Improvement District No. BN-19-C1.
25. Payment to NuStar Energy in the amount of \$601,693.73 for the pipeline relocation for Improvement District No. PN-18-B1.
26. Staging areas, as presented, for Improvement District No. BN-20-C1.
27. Create Improvement District Nos. BR-20-A, PR-20-C and UR-20-A.

REGULAR AGENDA:

28. State Water Commission request for Cost Reimbursement for FM Diversion Flood Project Costs in the amount of \$4,111,403.41.
29. Public Hearings - 5:15 pm:
 - a. CONTINUE to 2/24/20 - Application filed by 3 Kings Lounge LLC d/b/a 3 Kings Lounge for a Class "F" Alcoholic Beverage License to be located at 21 18th Street South.
 - b. CONTINUE to 2/10/20 - 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 and 12/16/19 Regular Meetings.
30. Letter from the City Attorney, on behalf of Commissioner Gehrig, proposing the elimination of Firearm and Ammunition Sales as a prohibited home occupation from the Land Development Code.
31. Applications for property tax exemptions for improvements made to buildings:

- a. Amanda and Tyler Barton, 1819 37th Avenue South (3 year).
- b. Jonathan K. and Sadie M. Erickson, 161 South Woodcrest Drive North (5 year).
- c. John R. and Anita B. Dobbs, 2450 Lilac Lane North (5 year).
- d. Antoinette R. Gibney, 1220 8th Street North (5 year).
- e. Devin F. Gaugler and Arielle M. Windham, 225 25th Avenue North (5 year).

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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

①

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN LANE'S SUBDIVISION OF BLOCK 69 OF
OHMER'S SUBDIVISION TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Lane's Subdivision of Block 69 of Ohmer's Subdivision to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on December 3, 2019; and,

WHEREAS, the rezoning changes were approved by the City Commission on January 13, 2020,

NOW, THEREFORE,

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

Section 1. The following-described property:

The West 43.26 feet of Lots Seven (7) and Eight (8) and adjacent East 7.5 feet of the vacated alley of Lane's Subdivision of Block 69 of Ohmer's Subdivision to the city of Fargo, Cass County, North Dakota,

is hereby rezoned from "MR-3", Multi-Dwelling Residential, District, to "LC", Limited Commercial, District, subject to a "CUP", Conditional Use Permit issued by the Planning Department as approved by the Planning Commission at its meeting of December 3, 2019.

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

(2)

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Horse Race North Dakota**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Country Pub (in Country in and Suites Hotel)			
Street 3316 13th Avenue South	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) The entire public area excluding the bathrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known N/A			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)	
<input type="checkbox"/> Bingo <input type="checkbox"/> ELECTRONIC Quick Shot Bingo <input type="checkbox"/> Raffles <input type="checkbox"/> ELECTRONIC 50/50 Raffle <input type="checkbox"/> Pull Tab Jar <input type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device
<input type="checkbox"/> Sports Pools <input type="checkbox"/> Twenty-One <input type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input type="checkbox"/> Paddlewheels with Tickets <input type="checkbox"/> Paddlewheel Table	

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 1/27/2020
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



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

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

Name of Non-profit Organization Bethany Auxiliary		Date(s) of Activity 1/25/2020 1/1/2020 to 12/31/2020		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income Laurie Schnabel		Title Dir/comm Life		Business Phone Number (701) 478-8904	
Business Address 4255 30 Ave S		City Fargo		State ND	Zip Code 58104-9034
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Bethany Retirement Living		Site Address 4255 30 Ave S			
City Fargo		State ND	Zip Code 58104-9034	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" 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
50-50 Raffle	Cash				
			Total: (Limit \$12,000 per year)		
			\$		

Intended uses of gaming proceeds: to be used by the Auxiliary to purchase materials, services, and programs to enrich the lives of residents at Bethany Retirement Living

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

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

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

Signature of Organization's Top Executive Official <i>Laurie Schnabel</i>	Date 1-6-20	Title Dir., Community Life	Business Phone Number (701) 478-8904
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Application for: ☒ Local Permit * ☐ Restricted Event Permit (one event per year)

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Intended uses of gaming proceeds:

Raise a portion of the funds needed to support the NDSU Men's lacrosse team for the season

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 <i>Mark Olson</i>	Date 1/14/2020	Title President	Business Phone Number 952-374-8570
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OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

RESTRICTED EVENT PERMIT

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Intended uses of gaming proceeds: To Benefit Weiss Family Memorial

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 <i>Kyle</i>	Date <i>1-22-20</i>	Title <i>Manager</i>	Business Phone Number <i>701-293-5151</i>
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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 Red River Infinity Volleyball		Date(s) of Activity to 4/5/2020		For a raffle, provide drawing date(s): 4/5/2020	
Person Responsible for the Gaming Operation and Disbursement of Net Income Anna Miller		Title President		Business Phone Number (701) 212-6850	
Business Address Po Box 6561		City Fargo		State ND	Zip Code 58109-6561
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Fargo Sports Arena		Site Address 2001 17th Avenue S			
City Fargo		State ND	Zip Code 58103-3840	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	\$2500 Cash	\$2,500.00			
Raffle	\$1500 Cash	\$1,500.00			
Raffle	\$1000 Cash	\$1,000.00			
Raffle	\$100 Gift Card	\$100.00			
Raffle	\$100 Gift Card	\$100.00			
Raffle	\$100 Gift Card	\$100.00			
Raffle	\$100 Gift Card	\$100.00			
Raffle	\$100 Gift Card	\$100.00			
			Total: \$ 5,500.00 (Limit \$40,000 per year)		

Intended uses of gaming proceeds: Youth Volleyball programs for ages 10-18

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

1/16/20

Title

President

Business Phone Number

(701) 212-6850



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 Usa Wrestling Of North Dakota	Date(s) of Activity to	For a raffle, provide drawing date(s): July 23, 2020	
Person Responsible for the Gaming Operation and Disbursement of Net Income Dean Shearer	Title Treasurer	Business Phone Number (701) 371-2738	
Business Address 2515 76th Avenue North	City Fargo	State ND	Zip Code 58102
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Fargo Dome	Site Address 1800 University Drive North		
City Fargo	State ND	Zip Code 58102	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	(3) T3X LITE 6.5 CROMR Refr	1890			
Raffle	(3) RUGER AMERICAN 30.06 Refr Pistol	1650			
Raffle	(3) BENELLI NOVA PUMP 12GA	1200			
Raffle	(6) SAWAR 64F 122 Rifles	780			
RAFFLE	(25) \$100 SCHWEL GOLF CARS	2500			
Total:			(Limit \$40,000 per year)		\$ 8020

Intended uses of gaming proceeds: To help fund 7 National Dual team trips for ND youth wrestlers ages 9-18 to Iowa, Indiana, and Oklahoma. Approximately 125 kids will be helped out with this fundraiser

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 <i>Dean R. Shearer</i>	Date 1-23-20	Title <i>Treasurer</i>	Business Phone Number 701-371-2738
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4

AUDITOR'S OFFICE

Fargo City Hall
225 4th Street North
PO Box 2471

Fargo, ND 58108
Phone: 701.241.8108 | Fax: 701.241.8184
www.FargoND.gov

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Approval of Pledged Securities

DATE: January 23, 2020

North Dakota Century Code section 21-04-11 requires the approval of securities pledged as collateral for City funds deposited in various financial institutions if the deposited funds exceed the FDIC insurance limit of \$250,000. NDCC calls for re-approval on a semi-annual basis.

At this time, I would request City Commission approval of securities pledged as collateral. Amounts are summarized by financial institution as follows:

First International Bank & Trust	\$ 7,425,017
Wells Fargo BNY Mellon	\$ -0-
US Bank (Letter of Credit)	\$ 5,000,000
Total Pledged Collateral	<u>\$ 12,425,017</u>

Detailed pledge security reports are attached for your review.

If you have any questions, please call me at 241-1301

Recommended Motion:

Approve the listing of pledged securities as of December 31, 2019.

01/10/2020
10:12:11 AM

Pledged By Location
FIRST INTL. BANK & TRUST - FARGO, ND
FROM 12/01/2019 TO 12/31/2019

Code Receipt#	FAS 115	CUSIP Trade #	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged Original Face	Pledged Par Value	Pledged Book Value	Pledged Market Value
65 CITY OF FARGO (CTFG)											
BND	SALE	115158DU8 100015	BROWERVILLE MINN INDPT SCH 02/01/2029		3.000		620,000.00 100.00%	620,000.00	620,000.00	627,368.46	664,999.60
BND	SALE	3128MEBL4 466	FGCI G15243 3.000 11/01/27 11/01/2027		3.000		5,000,000.00 100.00%	5,000,000.00	1,632,388.70	1,683,093.34	1,676,120.39
BND	SALE	3138E7TW4 1023	FNCL AK3264 3.000 02/01/27 02/01/2027		3.000		7,100,000.00 100.00%	7,100,000.00	1,337,260.92	1,356,242.26	1,372,337.27
BND	SALE	502606RW8 1910	LA CROSSE CNTY WIS 04/01/2025		4.000		900,000.00 100.00%	900,000.00	900,000.00	904,072.60	930,690.00
BND	SALE	527860FY1 1930	LEWIS CNTY WASH SCH DIST NO 30 12/01/2037		4.500		1,000,000.00 100.00%	1,000,000.00	1,000,000.00	1,084,914.31	1,172,200.00
BND	SALE	610100VV8 2084	MONONA WIS 10/01/2023		2.000		600,000.00 100.00%	600,000.00	600,000.00	606,103.63	612,384.00
BND	SALE	717021HY8 2260	PEWAUKEE WIS SCH DIST 03/01/2025		4.000		1,155,000.00 100.00%	1,155,000.00	1,155,000.00	1,163,222.95	1,193,877.30
TOTAL 65 CITY OF FARGO (CTFG)								16,375,000.00	7,244,649.62	7,425,017.55	7,622,608.56

Mortgage-backed securities display the expected maturity date (stated maturity date ~days delay).
The information contained herein, while believed to be reliable, is not guaranteed.

SS&C-FI

P|O|R|T|P|R|C



221 East Fourth Street
Suite 600
Cincinnati, OH 45202

T (513) 852-7500
F (513) 852-7655
www.fhlbcin.com

Issue Date: November 15, 2019

LOC No.: 529618

Beneficiary: City of Fargo
225 4th St. N
Fargo, ND 58102-4817

Ladies and Gentlemen:

For the account of U.S. Bank National Association, CINCINNATI, OH, we hereby authorize you to draw on us at sight up to an amount of \$5,000,000.00.

This letter of credit is irrevocable, unconditional and nontransferable.


Drafts drawn under this letter of credit must be accompanied by the original letter of credit and be presented in substantially the form attached as Exhibit A, at the office identified below by an authorized officer of the beneficiary no later than 2:00 P.M., Cincinnati time, on Friday, May 01, 2020.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that multiple drafts drawn under and in compliance with the terms of this letter of credit will be duly honored at the Credit Department of the Federal Home Loan Bank of Cincinnati, 221 East Fourth Street, Cincinnati, Ohio 45202.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600.

Sincerely,



Jeff Berryman
Vice President



Lisa Wishart

Assistant Vice President

c: Patricia Finnemore
U.S. Bank National Association
BUILDING STRONGER COMMUNITIES

Steve Sprague

From: Frater, Vinnette C <vinnette.frater@bnymellon.com>
Sent: Wednesday, January 22, 2020 1:56 PM
To: Steve Sprague
Subject: RE: Fargo collateral

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

Hello Steve,

Account WUB366 had no activity for December 31, 2019.

From: Steve Sprague <SSprague@FargoND.gov>
Sent: Wednesday, January 22, 2020 2:52 PM
To: Frater, Vinnette C <vinnette.frater@bnymellon.com>
Subject: FW: Fargo collateral

Please confirm Fargo collateral balance at 12/31/2019
thanks

Steven Sprague | City Auditor | City of Fargo | P O Box 2471 Fargo, ND 58108
225 N 4 St. Fargo, ND 58102-4817
o: 701-241-1301 | f: 701-241-8184 | ssprague@fargond.gov

From: Steve Sprague
Sent: Wednesday, January 22, 2020 1:50 PM
To: 'vannette.frater@bnymellon.com' <vannette.frater@bnymellon.com>
Cc: Jenica Flanagan <jflanagan@FargoND.gov>; Kent Costin <KCostin@FargoND.gov>
Subject: Fargo collateral

Vannette – can you confirm the balance of collateral segregated for our behalf as of 12/31/2019
Thank you

Steven Sprague | City Auditor | City of Fargo | P O Box 2471 Fargo, ND 58108
225 N 4 St. Fargo, ND 58102-4817
o: 701-241-1301 | f: 701-241-8184 | ssprague@fargond.gov

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Please refer to <https://disclaimer.bnymellon.com/eu.htm> for certain disclosures relating to European legal entities. We take our data protection and privacy responsibilities seriously and our privacy notice explains how we collect, use and share personal information in the course of our business activities. It can be accessed at the privacy section of www.bnymellon.com.

(5)

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Utility Billing Printing Services Contract Extension - Infosend

DATE: January 12, 2020

In October 2013 the City of Fargo entered into a 5 year agreement with Infosend to print and mail our utility bills. The City has also used Infosend to print and mail our annual special assessment status report. Our relationship with Infosend has been exemplary, they have worked with us to modify our utility billing statement so we are accurately communicating information to our customers. Additionally, the Auditor's office is in the final stages of an RFP selection to procure new utility billing software. At this time we would like to approve an extension of the contract for utility billing printing services with Infosend. Infosend has agreed to a month to month contract with a 60 day notification for cancelation.

Recommended Motion:

Approve a contract extension with Infosend setting the contract to a month to month contract cancelable with a 60 day notification.



First Amendment to Service Agreement

This First Amendment made and entered into by and between **InfoSend, Inc.**, and the **City of Fargo**, "Client", together referred to as "Parties".

The Parties entered into Service Agreement, dated October 10, 2013, (hereinafter the "Agreement") by which InfoSend has provided services as defined in the Agreement. In accordance with the terms and conditions of the Agreement, the Parties wish to amend the Agreement as described below:

1. Whereas Section [1] of the Agreement establishes the Initial Term of the Agreement at sixty (60) months with subsequent Renewal Periods equal in duration to the Initial Term automatically commencing at the end of any term unless either party provides written notification of termination prior to the end of the term; and
2. Parties desire to amend the Agreement to a month to month term with a sixty (60) day notice prior to termination; and
3. Section 1 of Exhibit B, Price Escalations to InfoSend Monthly Fees, provides for fee increases based on the change in the Consumer Price Index plus one percent (1%) annually; and
4. Attachment B of Exhibit B, is the Pricing Schedule of fees imposed since the inception of the Agreement; and
5. The change in the Consumer Price Index plus one percent in the past year has been four and four tenths of a percent (4.4%); and
6. Parties desire to update the Pricing Schedule to reflect the change in the Consumer Price Index during the past year.
7. Therefore, Section [1] and the Pricing Schedule of the Agreement shall be amended as follows:

Section 1. Term of Agreement

The "Initial Term" of this Agreement shall be a period of sixty months (60) months. Subsequent "Renewal Periods" of one month shall automatically commence upon the expiration of any term (Initial Term or Renewal Period) unless either party shall, at least 60 days prior to the end of the Initial Term or subsequent Renewal Period, give 60 days written notice of termination, via certified mail.

This Agreement automatically terminates any prior contracts, terms or agreements previously executed between InfoSend and Client to cover the services contained in this Agreement, unless specifically referenced herein.

**CITY OF FARGO, NORTH DAKOTA REQUEST FOR PROPOSALS – UTILITY BILLING PRINTING,
INSERTION AND MAILING**

PRICING SCHEDULE – ATTACHMENT B

DATE

Submit pricing on the basis of a volume of 29,000 bills per month and specifications listed above, including a statement (perforated) duplex on 8.5x11 white paper, two color printed on one side (one of the colors being black) and with black printing on the other side with a #10 window mailing envelope and #9 window return envelope included. Price will also include OCR Coding; laser imaging, processing, CASS/PAVE Certification, folding, logic inserting, bar-coding, metering and delivery to USPS.

<u>SERVICE/PRODUCT</u>	<u>UNIT PRICE</u>	<u>MONTHLY PRICE</u>
Monthly Volume per unit price	<u>\$0.0946</u>	\$2,739.98 (excludes postage, postage billed as pass through) N/A
One-time programming/setup charge	<u>Waived</u>	
Additional Impressions per page/impression	<u>\$0.052</u>	<u>\$1,513.80</u>
Search & View Service per unit price	<u>\$0.0104</u>	Based on 29,000 additional pages <u>\$302.76</u>
Programming Changes per hour	\$182.70 per hour after go-live	<u>TBD</u>
Inserts		
Client Supplied Insert(s) each	\$0.0104 <u>insertion fee</u>	<u>\$302.76</u>
	Cost of materials on next page	
Vendor Supplied Insert(s):		
One sided, printed, folded, insert each	<u>See next page</u>	
Two sided, printed, folded, insert each	<u>See next page</u>	
Add-On / Option Pricing		
E-bill presentment, per unit price	<u>See next page</u>	
Payment options; IVR, Web, Etc.	We <u>integrate</u> with <u>Paymentus</u> your current provider.	
Please itemize all other applicable charges		

Optional Service Features	Electronic Address Updates – NCOALink or ACS Per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS.	Per Update	\$0.3132
	Drop-Shipped Inserts & Inserting of InfoSend-Printed Inserts Clients can print and fold inserts and ship them to InfoSend to be mailed with the statements. If folding is required add \$0.01 to the fee. InfoSend-printed inserts are quoted upon request. No additional service cost to use selective inserting to selectively include inserts with certain bill types only (set-up costs can apply in some situations for advanced selective inserting criteria). Cost includes all inventory costs.	Per Insert	\$0.0104
	Print Image Archive Each bill is stored as a PDF and indexed in a database. Search by account number or other key fields. You are charged one up-front fee per document to process it, index it, and store it for a set number of months. Integration to Paymentus included.	Per PDF (No Set-up Fee)	\$0.0104 - For 12Months of Retention

Pricing: Turnkey Data Processing, BillPrint & Mail Service

Optional Services Continued – InfoSend Printed Offline Inserts

To qualify for the per-bill pricing and drop-shipped insert pricing shown on the prior pages you must schedule no more than 5 offline inserts per batch at a time. This includes both drop-shipped and InfoSend-printed offline inserts.

If additional inserts are required you must use InfoSend's Inline Inserts feature to have them printed immediately after the bills in grayscale on white paper (the price for this is on the first pricing table).

The below pricing is for Offline Inserts. Prices include paper (sales tax excluded), printing, and folding (when applicable). Please note the cost of inserting is not included. See the prior page for the cost of inserting.

InfoSend Printed Inserts	Offline Insert Description – Minimum Order Quantity of 20,000, Smaller Orders Quoted Upon Request	Per Insert Price*
	Prices include paper (sales tax excluded), printing, and folding (when applicable). Please note the cost of inserting is not included. See the prior page for the cost of inserting.	
	8.5 x 3.66", simplex, grayscale, white 24lb paper	\$0.0313
	8.5 x 3.66", duplex, grayscale, white 24lb paper	\$0.0386
	8.5 x 11", simplex, grayscale, white 24lb paper, folded to 8.5 x 3.66"	\$0.0438
	8.5 x 11", duplex, grayscale, white 24lb paper, folded to 8.5 x 3.66"	\$0.0543
	8.5 x 3.66", simplex, 4-color, white 28lb paper	\$0.0574
	8.5 x 3.66", duplex, 4-color, white 28lb paper	\$0.071
	8.5 x 11", simplex, 4-color, white 28lb paper, folded to 8.5 x 3.66"	\$0.0814
	8.5 x 11", duplex, 4-color, white 28lb paper, folded to 8.5 x 3.66"	\$0.0919

*Up to a 10% overrun fee applies.

Section 2.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Monthly Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 2.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 2.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit is subject to an annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

Entire Agreement. Except as amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

Client

Name: _____
Title: _____
Signature: _____
Date: _____

InfoSend, Inc.

Name: Russ Rezai
Title: President
Signature: _____
Date: _____



InfoSend Service Agreement

This Agreement entered into as of 10/15/13 in Anaheim, California, by and between **InfoSend, Inc.** having its main office at 4240 E. La Palma Ave, Anaheim, California 92807 and **City of Fargo,** "Client" having its main office at: 200 3rd St. N., Fargo, ND, 58102. InfoSend's primary phone number is (714) 993-2690.

Section 1. Term of Agreement

The "Initial Term" of this Agreement shall be a period of sixty months (60) months. Subsequent "Renewal Periods" equal in duration to the Initial Term shall automatically commence upon the expiration of any term (Initial Term or Renewal Period) unless either party shall, at least 60 days prior to the end of the Initial Term or subsequent Renewal Period, give 60 days written notice of termination, via certified mail.

This Agreement automatically terminates any prior contracts, terms or agreements previously executed between InfoSend and Client to cover the services contained in this Agreement, unless specifically referenced herein.

Section 2. InfoSend Services

Subject to the terms and conditions of this Agreement, InfoSend will provide to Client, and Client will purchase from InfoSend, the services listed in Exhibit A ("Scope of Primary Services") to this Agreement for the pricing set forth in Exhibit B ("InfoSend Monthly Fees"). In the event Client requires other consulting, installation, development and/or customization services, InfoSend shall perform and Client shall purchase such services in accordance with the provisions of Exhibit C ("Professional Services") of this Agreement.

Section 3. Termination

This Agreement and any future amendments to the Agreement may be terminated by either party for any reason upon sixty (60) days' written notice. In addition or in the alternative, this Agreement or any such amendments thereto may be terminated for cause as follows:

- (a) If either party breaches any material term or condition of this Agreement, other than for Client's failure to pay and other than a failure to perform due to the causes described in Section 8, "Force Majeure," and fails either to substantially cure breach within thirty (30) days after receiving written notice specifying the breach, or, for those breaches which cannot reasonably be cured within thirty (30) days, to promptly commence curing such breach and thereafter proceed with all due diligence to substantially cure such breach, then the party not in breach may, by giving written notice to the breaching party, terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, as of a date specified in such notice of termination. All of the obligations of the parties contained in this Agreement, except for Client's obligation to pay fees, shall be deemed to have been performed in an acceptable manner unless the party not in breach provides the breaching party with written notice as stated above within sixty (60) days of the event giving rise to the breach.
- (b) If Client fails to pay when due any payables owed hereunder within thirty (30) days of receiving written notice of such failure to pay thereof, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or only as it pertains to a particular Product, Deliverable, Service or Professional Service, by giving written notice to Client, as of a date specified in such termination notice.

- (c) In the event that either party hereto becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

Upon termination of this Agreement or any portion hereof for any reason, all rights granted to Client under this Agreement with respect to terminated Products, Deliverables, Services and Professional Services, will cease and Client will promptly pay to InfoSend any and all charges due, including but not limited to payables that are due pursuant to this Agreement, the Discontinuance Fee set forth in Section 4 below and accrued finance charges.

Section 4. Discontinuance Fee

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon certain assumed volumes, and the Term of this Agreement. Because of the difficulty in ascertaining InfoSend's actual damages for Client's termination without cause or a termination of the Agreement due to a breach by Client prior to the Thirty Sixth (36th) month of this agreement, Client agrees that, prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend, Client will pay to InfoSend the following discontinuance fee:

The discontinuance fee is equal to two (2) months of the Client's average monthly billing for the previous 6 months of Service (excluding any postage charges and professional services fees that were invoiced in that time period).

Client shall not be required to pay the Discontinuance Fee if InfoSend terminates the Agreement pursuant to Section 3, Paragraph (a).

Section 5. Confidentiality of Information

All information and data relating to Client's business submitted by Client to InfoSend under this Agreement shall be treated as confidential by InfoSend and shall not, unless otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order from any third party regarding this Agreement and/or the Services performed under this Agreement.

InfoSend takes great care in both data security and human resource security. InfoSend has a Human Resources policy that requires all new employees to pass a background check performed by an outside company. All new employees must pass a drug-screening test as well. These practices will remain in place for the duration of the Agreement.

The parties recognize and agree that records of the Client may be subject to the requirements of federal or state law regarding open records of governmental entities, including without limitation the provisions of Chapter 44-04 of the North Dakota Century Code and, to the extent such law is applicable to require Client to disclose of certain such records, InfoSend agrees to cooperate with Client for such purposes to assure compliance with such legal requirements, if any.

Section 6. Limitation of Liability and Indemnification

InfoSend will not be responsible for actions or omissions resulting from receiving data and/or following instructions received from Client. No damages shall be assessed against InfoSend when any delay or breach on InfoSend's part is caused by failure of Client to perform Clients' responsibilities or any other reason beyond the control of InfoSend.

InfoSend is a service provider, as such; Client acknowledges that data processing involves the risk of human and machine errors that InfoSend shall not be liable for any errors, omissions, delays or losses. In no event shall InfoSend be liable for indirect, special or inconsequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. Notwithstanding anything to the contrary contained herein, InfoSend shall not be responsible for delays in receipt of Client information or processing Client information because of causes beyond its reasonable control, including, without limitation, failures or limitations on the availability of third party telecommunications or other transmission facilities and Clients' failure to properly enter and/or transmit information.

Section 7. Invoicing and Payment

InfoSend will issue weekly invoices. Invoice terms are NET 30. Should Client dispute any invoiced charges it must do so in a reasonable time frame. Disputes must be made within 6 months of the invoice date. Past due invoices are subject to a 1.5% per month finance charge.

Client acknowledges that past due invoices must be paid in a timely fashion to avoid service interruptions. The recurring nature of InfoSend's services result in a rapid rise in the Client's account balance if Client's accounts payable process is delayed. This is especially true if InfoSend is invoicing client for postage charges. It is therefore necessary for InfoSend to follow strict and clear procedures when a Client does not pay invoices within the agreed upon time frame. The Past Due Accounts Receivable Procedures are outlined below:

- InfoSend's Accounts Receivable staff will monitor any past due account balances and first send Client's staff a courtesy email to inform Client of a past due account balance before any finance charges are applied.
- The finance charge is applied only if Client does not bring its account balance current within five (5) days of receiving the courtesy email.
- Finance charges are applied only as a means to incentivize clients to pay their invoices on time. InfoSend does not wish to charge clients interest and does not profit from finance charges. InfoSend is at significant risk of financial loss if clients default on their past due debt. InfoSend's Accounts Receivable staff must therefore constantly monitor past due account balances and evaluate the risk of a client defaulting on debt if courtesy emails and finance charges do not reduce this risk. InfoSend reserves the right to reduce this risk by notifying Client's staff in writing that it must pay at least the portion of the account balance that is more than sixty (60) days past due within five (5) days to avoid InfoSend's services being put on hold.
- Should a hold be instated it will immediately be removed once payment is received.
- If the service hold does not lead to payment of past due funds then InfoSend can issue a legal notice to Client that the Agreement is in jeopardy of being terminated due to non-payment, per Section 3(b).

Section 8. Force Majeure

Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including, but not limited to, fire, explosion, epidemics, earthquake, lightning, failures or fluctuations in electrical power or telecommunications equipment, accidents, floods, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, fuel or energy shortages, acts or omissions of any common carrier, strikes, labor disputes, regulatory restrictions, restraining orders or decrees of any court, changes in law or regulation or other acts of government authority, transportation stoppages or slowdowns or the inability to produce parts or materials. These causes will not excuse Client from paying accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

Section 9. Miscellaneous

The substantive laws of the state of North Dakota shall govern this Agreement and the parties agree that with respect to any litigation brought by either party relating to this Agreement or the performance of this Agreement, jurisdiction for such lawsuit shall lie in the state of North Dakota and the parties agree that such lawsuit shall be venued in state or federal district court in the state of North Dakota. It constitutes the entire Agreement between the parties with respect to the subject matter hereof. No representations and agreements modifying or supplementing the terms of this Agreement will be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties. This Agreement is not intended to, and shall not be construed to, create or confer any right in or upon any person or entity not a party to it.

City of Fargo

Name: Dennis R. Walaker
 Title: Mayor
 Signature: [Signature]
 Date: 10/14/13

InfoSend, Inc.

Name: Russ Perez
 Title: COO
 Signature: [Signature]
 Date: 10/15/13

Attest

[Signature]
 City Auditor

Exhibit A - Scope of InfoSend Primary Services

Client will select one or more of InfoSend's Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment. Optional Service Features can be turned on or off at any time without incurring a termination fee when turned off.

<input checked="" type="checkbox"/>	Data Processing, Printing and Mailing Service ("DPPM Service"): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
<input type="checkbox"/>	InfoSend will provide eBusiness services (the "eBusiness Services"). During the term of this Agreement InfoSend can provide eBusiness Services. These services can include presenting bills online and/or accepting payment transaction information to facilitate ACH and/or credit card payments.

Section 1. Scope of DPPM Service:

Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services for information on initial setup and ongoing programming changes.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned "Job Code".
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates
 - InfoSend will stay current with all USPS regulations required to mail presorted first class mail
- InfoSend will provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.

- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. The return envelope and any applicable inserts are included as well.
- After a batch of mail is completed in InfoSend's system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Exhibit B - InfoSend Monthly Fees

Section 1. Price Escalations to InfoSend Monthly Fees

InfoSend Monthly Fees can be adjusted once every twelve (12) months to account for increases in the cost of materials, labor, and other overhead costs. InfoSend reserves the right to increase InfoSend Monthly Fees on a yearly basis (starting with the first anniversary of the Agreement date) not to exceed the Consumer Price Index (CPI) for the State of California, plus 1%. This information can currently be found at www.dof.ca.gov/HTML/FS_DATA/LatestEconData/FS_Price.htm. The Client will be notified, in writing, at least 30 days prior to such price increase. An amendment to this Agreement will not be required if the Monthly Fees are changed, unless the terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an Agreement amendment.

In addition to this, if Client uses the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Client will be notified, in writing, at least 30 days prior to such price increase.

Section 2. DPPM Monthly Fees:

Client understands that print and mail production costs vary based on volume. The following InfoSend Monthly Fees are based on the estimated monthly volumes listed below. Should Client's actual continuous volume be less than 70% of the volume estimates Client has provided to InfoSend (listed below) then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this rare situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased production costs to Client.

Sales tax is not included. Any applicable sales tax will be collected per government regulations.

The below pricing does not include any applicable initial setup fees, please see Exhibit C – Professional Services for initial setup fee and ongoing Professional Services Fees pricing.

**CITY OF FARGO, NORTH DAKOTA REQUEST FOR PROPOSALS - UTILITY BILLING PRINTING,
INSERTION AND MAILING**

PRICING SCHEDULE - ATTACHMENT B

DATE

Submit pricing on the basis of a volume of 29,000 bills per month and specifications listed above, including a statement (perforated) duplex on 8.5x11 white paper, two color printed on one side (one of the colors being black) and with black printing on the other side with a #10 window mailing envelope and #9 window return envelope included. Price will also include OCR Coding; laser imaging, processing, CASS/PAVE Certification, folding, logic inserting, bar-coding, metering and delivery to USPS.

<u>SERVICE/PRODUCT</u>	<u>UNIT PRICE</u>	<u>MONTHLY PRICE</u>
Monthly Volume per unit price	<u>\$0.0905</u>	<u>\$2,624.50 (excludes postage, postage billed as pass through) N/A</u>
One-time programming/setup charge	<u>Waived</u>	
Additional Impressions per page/impression	<u>\$0.05</u>	<u>\$1,450</u> Based on 29,000 additional pages
Search & View Service per unit price	<u>\$0.01</u>	<u>\$290.00</u>
Programming Changes per hour	<u>\$175 per hour after go-live</u>	<u>TBD</u>
Inserts		
Client Supplied Insert(s) each	<u>\$0.01 insertion fee</u> Cost of materials on next page	<u>\$290.00</u>
Vendor Supplied Insert(s):		
One sided, printed, folded, insert each	<u>See next page</u>	
Two sided, printed, folded, insert each	<u>See next page</u>	
Add-On / Option Pricing		
E-bill presentment, per unit price	<u>See next page</u>	
Payment options; IVR, Web, Etc.	<u>We integrate with Paymentus your current provider.</u>	
Please itemize all other applicable charges		

Optional Service Features	Electronic Address Updates – NCOALink or ACS Per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS.	Per Update	\$0.30
	Drop-Shipped Inserts & Inserting of InfoSend-Printed Inserts Clients can print and fold inserts and ship them to InfoSend to be mailed with the statements. If folding is required add \$0.01 to the fee. InfoSend-printed inserts are quoted upon request. No additional service cost to use selective inserting to selectively include inserts with certain bill types only (set-up costs can apply in some situations for advanced selective inserting criteria). Cost includes all inventory costs.	Per Insert	\$0.01
	Print Image Archive Each bill is stored as a PDF and indexed in a database. Search by account number or other key fields. You are charged one up-front fee per document to process it, index it, and store it for a set number of months.	Per PDF (No Set-up Fee)	\$0.01 - For 12Months of Retention
Integration to Paymentus included.			

Pricing: Turnkey Data Processing, BillPrint & Mail Service

Optional Services Continued – InfoSend Printed Offline Inserts

To qualify for the per-bill pricing and drop-shipped insert pricing shown on the prior pages you must schedule no more than 5 offline inserts per batch at a time. This includes both drop-shipped and InfoSend-printed offline inserts.

If additional inserts are required you must use InfoSend's Inline Inserts feature to have them printed immediately after the bills in grayscale on white paper (the price for this is on the first pricing table).

The below pricing is for Offline Inserts. Prices include paper (sales tax excluded), printing, and folding (when applicable). Please note the cost of inserting is not included. See the prior page for the cost of inserting.

InfoSend Printed Inserts	Offline Insert Description – Minimum Order Quantity of 20,000, Smaller Orders Quoted Upon Request	Per Insert Price*
	Prices include paper (sales tax excluded), printing, and folding (when applicable). Please note the cost of inserting is not included. See the prior page for the cost of inserting.	
	8.5 x 3.66", simplex, grayscale, white 24lb paper	\$0.030
	8.5 x 3.66", duplex, grayscale, white 24lb paper	\$0.037
	8.5 x 11", simplex, grayscale, white 24lb paper, folded to 8.5 x 3.66"	\$0.042
	8.5 x 11", duplex, grayscale, white 24lb paper, folded to 8.5 x 3.66"	\$0.052
	8.5 x 3.66", simplex, 4-color, white 28lb paper	\$0.055
	8.5 x 3.66", duplex, 4-color, white 28lb paper	\$0.068
	8.5 x 11", simplex, 4-color, white 28lb paper, folded to 8.5 x 3.66"	\$0.078
	8.5 x 11", duplex, 4-color, white 28lb paper, folded to 8.5 x 3.66"	\$0.088

*Up to a 10% overrun fee applies.

Section 2.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Monthly Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 2.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 2.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit is subject to an annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

The postage deposit amount is calculated by multiplying the estimated number mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

25,000 mail pieces per month x \$0.37 = \$9,250.00 (postal rates will be \$0.37 as of January 1, 2014. Infosend bills postage as actual and does not mark up postage).

Exhibit C – Professional Services

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on a yearly basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least 30 days prior to such price increase. An amendment to this Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend's system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client's data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$175.00 per hour.

Anytime a project will incur billable Professional Services hours Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Monthly Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

All projects that will take more than five (5) hours of Professional Services work will require both parties execute a formal Statement of Work. Depending on the nature of the work required InfoSend will provide one of the following quotation methods:

- Fixed Quote – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc. after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario happens and given an option to keep the original project specifications to keep the fixed quote in place.

- Time and Materials quote – should it not be possible to provide a fixed quote due to the nature of a Client's requested project then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed below. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client's specific requirements and data types.

Data Processing and Document Creation Initial Setup Fee

This applies to the following services, unless client provides pre-rendered PDF files:

DPPM Service

Project Fixed Initial Setup Cost:

\$Waived

Project Summary: This project will be completed to process Client's input data files and create the output to be used for the print or online delivery channel.

Project Details: A requirements gathering process will be initiated to build the Statement of Work required to begin programming and system configuration. During the requirements gathering process the InfoSend and the Client will discuss:

- Client's custom data (if applicable). When custom data is provided by the Client a "field mapping" or "field description" document is required before project implementation can begin. This document is an absolute requirement; programming cannot be based on assumptions and all fields must be defined before programming can begin.
- Document design. Client must sign-off on a document design "mockup" before programming can begin. The mockup is a visual representation of how the document will look after Client's custom data is processed by InfoSend's system.

Project Schedule: Project is estimated to take 12 weeks to complete. The Statement of Work will contain all client deliverables and responsibilities. Both parties agree to dedicate adequate resources to the project to complete it in the shortest amount of time possible.

Should Client make changes to the data file after programming has begun it must pay Professional Services Fees, on a Time and Materials basis, to cover the programming changes required to accept the new data. Should the document design be changed after the final mockup is accepted and signed off on by the Client then Professional Services Fees will apply, on a Time and Materials basis, to cover the cost of making these changes.

Changes to the Client data file, document design, or other key specifics collected and finalized during the requirements gathering process will impact the project completion date. Changes made after the Client has executed the Statement of Work and any follow up documents can cause delays to the project completion.

Project Cost has been Subsidized: InfoSend's internal cost to complete the project is higher than the cost quoted to Client at the top of this table. InfoSend has subsidized by factoring in years of monthly fees as it is confident that its quality of service will make Client want to stay with InfoSend for years beyond the Initial Term of this Agreement. Should Client cancel the project ~~or terminate the Agreement~~ at its convenience ~~less than two (2) years from the Agreement date~~ before the project goes live, then it must pay a total of \$6,000.00 (including any Initial Setup Cost already paid) to InfoSend to cover the Initial Setup cost.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(6)

Type: LPA Bridge Inspection and Load Rating Agreement

Location: Citywide

Date of Hearing: 1/21/2020

Routing

City Commission

Date

1/27/2020

PWPEC File

X

Project File

Jeremy Gorden

The Committee reviewed a communication from Division Engineer, Jeremy Gorden, regarding an LPA Bridge Inspection and Load Rating Agreement with NDDOT.

The Agreement is between the City of Fargo and the State of North Dakota to provide inspection of all local bridges, greater than 20 feet in length, per the National Bridge Inspection Standards. Cost of the inspections will be split between the Federal Government and the City with approximately 81 percent being paid by the Federal Government, through the State, and approximately 19 percent being paid by the City of Fargo. At this time, the anticipated annual cost of the inspections, to the City of Fargo per NDDOT estimate, is approximately \$5,000. Initial billing is projected to be in 2021 and required to be inspected on a 2 year cycle.

This Agreement is necessary to allow the NDDOT to inspect all local bridges with either (1) internal NDDOT staff or (2) a contracted qualified engineering consulting firm. This work was previously accomplished solely by the NDDOT. Due to shortages of funding and/or trained workers, the NDDOT is transitioning to both in-house and contracted inspections.

Staff is recommending approval of the agreement.

On a motion by Ben Dow, seconded by Steve Sprague, the Committee voted to recommend approval of the LPA Bridge Inspection and Load Rating Agreement with NDDOT.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the LPA Bridge Inspection and Load Rating Agreement with NDDOT.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

Yes	No
N/A	
N/A	
N/A	

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

COMMITTEE

Present	Yes	No	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"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

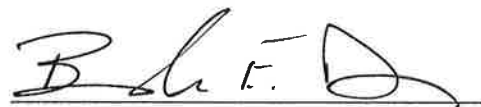
Steve Sprague, City Auditor

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: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation

Date: January 16, 2020

Re: Approval of "LPA Bridge Inspection and Load Rating Agreement"

I am requesting approval of the subject Agreement (attached). The Agreement is between the City of Fargo and the State of North Dakota (Director of Transportation or NDDOT); the purpose of the Agreement is to provide inspection of all local bridges, greater than 20 feet in length, per the National Bridge Inspection Standards.

The cost of the inspections will be split between the Federal Government and the City with approximately 81 percent being paid by the Federal Government - through the State, and approximately 19 percent being paid by the City of Fargo. At this time, the anticipated annual cost of the inspections, to the City of Fargo (per NDDOT estimate), is approximately \$5,000. Because the bridges have all had recent inspections, the initial billing is projected to be in 2021 (bridges are required to be inspected on a 2 year cycle).

This Agreement is necessary to allow the NDDOT to inspect all local bridges with either (1) internal NDDOT staff or (2) a contracted qualified engineering consulting firm. This work was previously accomplished solely by the NDDOT; due to shortages of funding and/or trained workers, the NDDOT is transitioning to both in-house and contracted inspections.

Questions regarding this memo can be directed to Ron Solberg or Jeremy Gorden.

Recommended Motion

Approval of the subject Bridge Inspection Agreement with NDDOT.

Attachment

January 7, 2020

City Engineer/City Administrator

BRIDGE INSPECTION AND LOAD RATING SERVICES AGREEMENT

Attached you will find an agreement for Bridge Inspection and Load Rating Services to be performed by North Dakota Department of Transportation (NDDOT) and/or a consultant engineering firm hired by NDDOT.

You are receiving this agreement as a result of federal requirements (23 CFR 650), that requires all bridges 20.0' or greater in length need to be inspected for the safety of the traveling public. According to our records, your agency owns a bridge(s) open to the traveling public. NDDOT has been performing this service on all publicly owned bridges in the state since the federal requirement was established.

Please sign and return this agreement at your next council meeting. If you do not want NDDOT to continue to provide this service, your agency will be responsible to provide the necessary inspections and all documentation as required in 23 CFR 650 and notify NDDOT in writing that your agency will now be responsible for performing this task.

If you need any further assistance from NDDOT on this matter or have any questions, please give me a call at 328-2516.

Sincerely,



BRYON FUCHS, P.E.
Assistant Local Government Engineer-Rural Programs

38/blf

Enclosure

c: Steve Salwei, Office of Transportation Programs
Chad Orn, Office of Project Development
Paul Benning, Local Government Engineer
Jon Ketterling, Bridge Division Engineer
Blake Crosby, Executive Director - NDLC

**North Dakota Department of Transportation
LPA BRIDGE INSPECTION AND LOAD RATING AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of city of Fargo, North Dakota, hereinafter referred to as the LPA, whose address is 225 4th St. N., Fargo, ND 58102, who agree that:

It is in the best interest of both parties to have the NDDOT provide bridge inspection and/or load rating Services on LPA owned bridges that are greater than 20.0' in span length in accordance with the National Bridge Inspection Standards (NBIS), 23 CFR 650. NDDOT will provide this service either with internal staff and/or acting through a qualified Engineering Consulting Firm hired by NDDOT.

PART I

LPA Obligation:

1. The LPA will reimburse NDDOT for all costs associated with performing this service less the amount paid by Federal Highway Administration (FHWA). The federal funds will come from the LPA's allocation of federal funds.

If the LPA fails to reimburse NDDOT within 60 days after billing, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The LPA will provide or perform the following task(s) to assist NDDOT in meeting the requirements list in the NBIS (to include but not limited to):
 - a. Allow NDDOT or consultant access to the bridge to perform the inspection(s) as deemed necessary.
 - b. Notify NDDOT if a bridge has been repaired, rehabilitated, replaced, a new bridge constructed, or damaged in order to perform the required inspection and/or load rating as necessary.
 - c. Post bridge load ratings within the required timeframe when notified by NDDOT.
 - d. Return Alert code 3 notifications and scour and channel profiles when due.
 - e. Close bridges when recommended by NDDOT so the traveling public cannot remove or go around the bridge closure.
 - f. And comply with any other requirements as federal regulations are revised.
3. Provide any bridge plans, shop drawings, etc. if available when requested.



PART II

NDDOT obligation:

1. NDDOT or consultant will perform the necessary bridge inspection(s) and/or load rating on said LPA bridge(s) in accordance with NBIS, 23 CFR 650.
2. NDDOT will secure the federal funds to perform the bridge inspection(s) and load rating on all LPA owned bridges that are required to be inspected in accordance with NBIS, 23 CFR 650.
3. NDDOT will submit the following information to the LPA for their use or action as required, but is not limited to the following:
 - a. Completed inspection report for each bridge.
 - b. Updated Structural Inventory and Appraisal (SI&A) sheet(s) for each bridge.
 - c. Bridge Load postings as required.
 - d. Bridge Alert Code 3's as required.
 - e. Bridge scour and channel profiles that need to be completed.
 - f. Bridge Critical Findings as required.
 - g. And any other requirements as federal regulations are revised.

PART III

1. This agreement will remain in place for all current and future inspections and/or load rating of LPA owned bridges unless the agreement is terminated in writing. This agreement can be terminated at any time by either party. If either party terminates this agreement, sufficient time will be provided so the other party can make the necessary arrangements to provide the necessary bridge inspection(s) and/or load ratings in accordance with NBIS, 23 CFR 650. Any costs incurred prior to and up to the termination date will be reimbursed by the applicable party.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. If any part of this agreement is determined to be invalid, illegal, or unenforceable, the determination does not affect the validity, legality, or enforceability of any other part of this agreement, and the remaining parts of this agreement shall be carried out by each party.



Executed by the LPA of city of Fargo, North Dakota, the date last below signed.

APPROVED:

CITY/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

LPA of city of Fargo

*

NAME (TYPE OR PRINT) Timothy J. Mahoney

SIGNATURE

*

TITLE Mayor

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor, President or Chairperson of Commission

CLA 1097 (Div. 38)
L.D. Approved 1-6-20



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: State – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability insurance** – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation insurance** meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 11-19



7

January 22, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. UR-19-E1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, January 22, 2020, for Water Service Lowering, Project No. UR-19-E1, located at various locations Citywide.

The bids were as follows:

Witzel Construction	\$166,031.00
Dirt Dynamics	\$211,505.00
KPH, Inc.	\$249,082.00
Dakota Underground Co.	\$306,435.00

Engineer's Estimate	\$198,200.00
---------------------	--------------

The special assessment escrow is not required.

This office recommends award of the contract to Witzel Construction in the amount of \$166,031.00 as the lowest and best bid.

Sincerely,



Tom Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**PROJECT # UR-19-E1****Water Service Lowering**

Various locations Citywide.

WHEREAS, bids have been opened and filed for the above described Project 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:

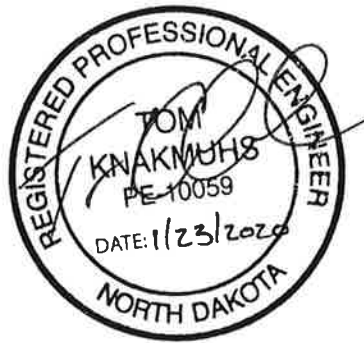
Water Service Lowering Project # UR-19-E1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Water Service Lowerings				
1 Rem & Repl Curb & Gutter	LF	226.00	115.00	25,990.00
2 Rem & Repl Pavement 8" Thick Reinf Conc	SY	150.00	165.00	24,750.00
3 Rem & Repl Pavement 8" Thick Asph	SY	110.00	185.00	20,350.00
4 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	74.00	140.00	10,360.00
5 Rem & Repl Driveway 6" Thick Reinf Conc	SY	37.00	170.00	6,290.00
6 Bore Pipe 1" Dia Water Service	LF	953.00	25.00	23,825.00
7 Rem & Repl CS & Box 1" Dia	EA	25.00	510.00	12,750.00
8 Connect Water Service	EA	25.00	400.00	10,000.00
9 Sodding	SY	163.00	32.00	5,216.00
10 Inlet Protection - Existing Inlet	EA	50.00	160.00	8,000.00
11 Stormwater Management	LS	1.00	3,500.00	3,500.00
12 Traffic Control - Type 1	LS	1.00	15,000.00	15,000.00
Water Service Lowerings Total				166,031.00
Total Construction in \$				166,031.00
Engineering			10.00 %	16,603.10
Legal & Misc			3.00 %	4,980.93
Contingencies			10.00 %	16,603.10
Administration			4.00 %	6,641.24
Interest			4.00 %	6,641.24
Total Estimated Costs				217,500.61
Utility Funds - Water - 501				217,500.61
Unfunded Costs				0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 01/23/2020


Tom Knakmuhs
Assistant City Engineer



COVER SHEET
CITY OF FARGO PROJECTS



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 Project as it will appear in the Contract:

Street Rehabilitation & Incidentals

Project No. PR-20-A

Call For Bids January 27, 2020

Advertise February 3, 10 & 17, 2020

Bid Opening Date March 4, 2020

Substantial Completion Date June 6, 2020

Completion Date July 6, 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)

N/A 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:

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
STREET REHABILITATION & INCIDENTALS
PROJECT NO. PR-20-A

Nature & Scope

This project is for routine joint sealing on various roadways throughout the City.

Purpose

To seal the joints which have opened up in the roadways due to freeze/thaw conditions. This has proven to be a very cost effective process. Sealing the joints at this time, prior to roadway deterioration, helps preserve the ride as well as extend the life of the streets.

Feasibility

The total construction cost is estimated to be \$75,000. It will be paid for by Street Sales Tax fund. The cost breakdown is as follows:

<u>Estimated Construction Cost:</u>	\$ 75,000
Engineering Fees (10%):	\$ 7,500
Administration Fees (4%):	\$ 3,000
Legal Fees (3%):	\$ 2,250
Interest Fees (4%):	\$ 3,000
Contingency (10%):	\$ 7,500
Total Cost (Street Sales Tax Fund):	\$ 98,250

We believe this project to be cost effective.





Tom Knakmuhs, P.E.
Assistant City Engineer

9

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 15, 2020

**RE: NOTICE OF GRANT AWARD FUNDING WITH THE NORTH
DAKOTA DEPARTMENT OF HEALTH FOR AN ADDITIONAL
\$20,000. CONTRACT NO. G17.1194A CFDA NO. 93.917**

This is a request to approve the attached agreement amendment for \$20,000 with the North Dakota Department of Health for Ryan White Part B Program/Case Management for People Living with HIV/AIDS. This is an amendment adding \$20,000 to previously awarded funds of \$108,450.

The following budget adjustments are needed:

2020 Expense

Ryan White	101-6040-451-33-58	\$10,000
------------	--------------------	----------

2020 Revenue

Ryan White	101-0000-331-12-09	\$20,000
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If you have questions please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the Agreement amendment with North Dakota Department of Health for Ryan White Case Management.

DF/lls
Enclosure



NOTICE OF GRANT AWARD – AMENDMENT
NORTH DAKOTA DEPARTMENT OF HEALTH
 SFN 59919 (04-2019)

Grant Number G17.1194.A	CFDA Name HIV Care Formula Grants	CFDA Number 93.917
FAIN Number X07HA00043	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/1/2019
Federal Award Date 04/08/2019	Federal Awarding Agency Department of Health and Human Services	Grant End Date 3/31/2020

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program Ryan White Part B Program—Case Management for PLWH	North Dakota Department of Health (NDDoH) Project Code 2201 HLH3430-03 -\$56,810; HLH 3430-09 - \$71,640
Grantee Name Fargo Cass Public Health	Project Director Lindsey VanderBusch
Address 1240 25 th St S	Address 2635 E Main Ave
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58501
Contact Name Desi Fleming	Contact Name Lindsey VanderBusch
Telephone Number 701.241.1360	Telephone Number 701.328.4555
Email Address dfleming@fargond.gov	Email Address lvanderbusch@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$20,000	\$0.00	\$20,000
Previous Funds Awarded	\$108,450	\$0.00	\$108,450
Total Funds Awarded	\$128,450	\$0.00	\$128,450
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service

This amendment provides additional funding in the amount of \$20,000 for the continued support of the Ryan White Part B Program as noted in the original agreement. All other scope of services requirements remain the same.

Reporting Requirements

All reporting requirements of the original agreement remain the same.

Special Conditions

All special conditions of the original agreement remain the same.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Accounting Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 11/16/2020	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Kirby Kruger, Section Chief, Medical Services Section	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
<p>If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.</p>			

(10)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

**FROM: GRANT LARSON, CHAIRMAN
CITY OF FARGO ND CARES PROGRAM**

DATE: JANUARY 23, 2020

**RE: CITY OF FARGO ND CARES VETERAN PROGRAM,
APPROVAL OF A \$2,000 GIFT FROM THE NATIONAL
VETERANS INTERMEDIARY**

On behalf of the City of Fargo ND Cares Veteran's Program, I would like to request Commission approval to receive \$2,000 in collaboration funds from the National Veterans Intermediary.

These funds were awarded to the Fargo ND Cares Program based on the data I contributed for their nation-wide data tool. The funds do not have a matching requirement from the City of Fargo.

As the Chairman for the COF ND Cares Program, please contact me directly if you have any questions (701) 241-1388.

Suggested Motion: Move to approve the \$2,000 in collaboration funds established and awarded by the National Veterans Intermediary.

GL
Enclosure

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL VETERANS INTERMEDIARY
AND
CITY OF FARGO**

The National Veterans Intermediary, hereinafter referred to as the NVI, hereby enters into an agreement with the City of Fargo, hereinafter referred to as COF. The purpose of the agreement is to provide \$2,000 in collaboration funds to support the Fargo ND Cares Chapter.

AGREEMENT

1. The COF will:
 - a. Be responsible for the completing the NVI community commitment form and survey as well as receive the collaborative funding.
2. The NVI will:
 - a. Provide any assistance to fill out the required NVI information associated with the funding as well as provide the funding upon completion of the required information.
3. Terms:

The NVI will honor the City of Fargo with a onetime amount of \$2,000 in collaboration funds based on the NVI Community Collaboration Commitment with the Fargo ND Care Chapter for Veteran Services in the City of Fargo.

CITY OF FARGO

NATIONAL VETERANS INTERMEDIARY



MAYOR, CITY OF FARGO

NVI DIRECTIOR

May 7, 2018
DATE

DATE




CHAIRMAN FARGO ND CARES

6/7/18
DATE

(11)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 23, 2020

**RE0: AGREEMENT FOR SERVICES WITH SARA MWAGURA
FOR CHILD CARE PHYSICAL ACTIVITY HEALTH CODE
TRAINING FOR \$1200**

The attached Agreement for Services with Sara Mwagura for a maximum of \$1200 for assistance administration and instruction of Child Care Physical Activity Health Code training and provide data on the numbers attending.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement for Services with Annie Wood.

DF/lls
Enclosure



AGREEMENT FOR SERVICES WITH SARA MWAGURA



THIS AGREEMENT, effective the 15th day of January, 2020, by and between Fargo Cass Public Health ("FCPH"); and Sara Mwagura, (Independent Contracting Educator).

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

- A. **Term of Agreement:** The parties entered into a written agreement for the period of January 15, 2020, through September 30, 2020.
- B. **Services to be provided by independent contractor:** Administration and instruction of Child Care Physical Activity Health Code training, and provide data on the numbers attending.
- C. **Reimbursement:** The contracting consultant shall be reimbursed \$150.00 per hour and submit an invoice, not to exceed 8 hours or \$1200.00
- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** The contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

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

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

FARGO CASS PUBLIC HEALTH

By Desi Fleming
Desi Fleming, Director of Public Health

Date 1/23/2020

CONSULTANT

By S. Mwagura
Sara Mwagura, Independent Contractor

Date 1/12/2020


By _____
Timothy J. Mahoney, Mayor, City of Fargo

Date _____

(12)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 23, 2020

RE: MAPLETON SCHOOL CONTRACT, \$1648.18

The attached contract with Mapleton Public School District for \$1,648.18 is for nursing services for the 2019-2020 school year.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the school contract for nursing services for the coming school year.

DF/lis
Enclosures

**PURCHASE OF SERVICE AGREEMENT
MAPLETON PUBLIC SCHOOL DISTRICT**

Whereas the Mapleton Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2019-2020, beginning on July 1, 2019 and ending on June 30, 2020. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 63 percent for the district and 37 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

XX. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XXI. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XXII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

XXIII. SEVERABILITY

The parties agree that any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXIV. WAIVER

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

XXV. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of

ATTACHMENT A

SCHOOL HEALTH PROGRAM A COLLABORATIVE PROGRAM BETWEEN MAPLETON PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Mapleton Public School District health program: education, environment and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

- A. Manage health care in the school health program
The nurse will participate in planning, implementation, and evaluation of the program.
- B. Deliver health services
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. Advocate for the health rights of children
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. Provide health consult for individuals and groups
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. Provide health education
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT C

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

(13)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*

DATE: January 22, 2020

SUBJECT: APPROVAL OF SITE ACCESS AGREEMENT WITH KILBOURNE GROUP, LOCATED AT 11 11th Street North

Kilbourne Group is requesting a site access agreement for the property located at 11 11th Street North for geotechnical investigation. Kilbourne group has contracted with Northern Technologies, LLC to perform geotechnical exploration at 28 10th Street N, 1016 1st Ave N and 11 11th Street North as part of the due diligence for the mixed use development proposed for 1001 NP.

Attached you will find a site access agreement for the property in order to conduct site assessment on the property. Northern Technologies, LLC is proposing two soil borings in order to test the soil for the property located at 11 11th Street North, see attached map.

Suggested Motion:

To approve the Site Access Agreement with Kilbourne Group.

SITE ACCESS AGREEMENT BETWEEN

CITY OF FARGO

and

Kilbourne, LLC

This site access agreement ("Agreement") is made as of January 22, 2020, by and between City of Fargo, a North Dakota municipal corporation hereinafter referred to as "Grantor" and, Kilbourne, LLC, a limited liability company hereinafter referred to as "Grantee".

1.0 RECITALS

- 1.1 Grantor owns certain real estate property at: 11 11th Street North (01-2382-02645-000) Fargo, North Dakota (the "Property").
- 1.2 Grantee desires to perform one or more of the following work on the Property (the "Work"):
 - Geotechnical Exploration as part of their due diligence for the proposed mixed use development which will consist of soil sampling at the Property.
- 1.3 The parties desire to enter into this Agreement to give access to the Property to Grantee or its representatives or consultants for the purpose of performing the Work.

2.0 AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree to and with each other as follows:

3.0 TERMS

- 3.1 Grantee or its representatives or consultants may perform the Work on the Property. Grantee or its representatives or consultants may enter onto the Property for the purpose of performing the Work.
- 3.2 Grantee agrees not to permit any liens to stand against the Property for Work done or materials furnished by Grantee, and Grantee agrees to indemnify and hold Grantor harmless from any such liens for Work performed under this Agreement.
- 3.3 If the Property shall be disturbed by the performance of the Work, then upon completion of the Work the Property shall be reasonably restored by Grantee to as close to its original condition just prior to such disturbance.
- 3.4 Grantee agrees to indemnify, defend, and save Grantor, its agents, consultants or employees harmless against all liability, damage, expense, causes of action, suits, claims, or judgments, including reasonable attorneys' fees and court costs, resulting from injuries to persons or damage to property on the Property which arise out of any negligent act, error, or failure to act, of Grantee, its agents, consultants or employees in performing the Work allowed by the site access provided by this Agreement, except to the extent the same may be caused by the negligence of Grantor, its agents, consultants or employees.

- 3.5 This Agreement may be terminated by either party upon five (5) business days prior with written notice.
- 3.6 Grantee shall use its best efforts to perform the Work in a manner so as not to unreasonably interfere with Grantor's use or occupation of the Property.
- 3.7 This Agreement shall be governed by the laws of the State of North Dakota.

IN WITNESS WHEREOF, the parties hereto are authorized to and have executed this Agreement as of the day and year first above written.

City of Fargo,
a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

Kilbourne, LLC, a limited liability company

(by) William Rothman

(title) Vice President

(17)

City of Fargo Staff Report			
Title:	Liberty Square Fifth Addition	Date: Updated:	11/26/2019 1/23/2020
Location:	4351 & 4445 23 rd Avenue South	Staff Contact:	Maggie Squyer, Assistant Planner
Legal Description:	Lots 1 & 2, Block 1, Liberty Square Fourth Addition		
Owner(s)/Applicant:	Anderson Park Joint Venture LLP/Paul Johnson	Engineer:	Mead & Hunt
Entitlements Requested:	Minor Subdivision (Replat of Lots 1 & 2, Block 1, Liberty Square Fourth Addition)		
Status:	City Commission Public Hearing: January 27, 2020		

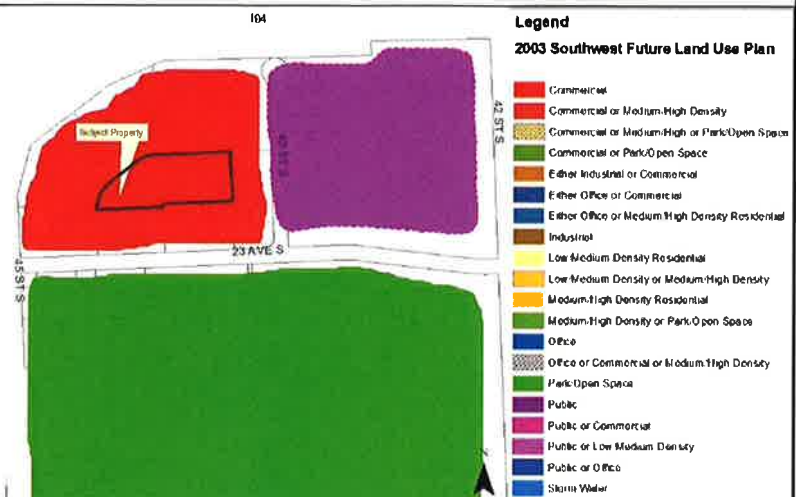
Existing
Land Use: Vacant
Zoning: GC, General Commercial
Uses Allowed: GC—General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-storage, vehicle repair, and limited vehicle service
Maximum Building Coverage: 85% of the lot

Proposed
Land Use: Commercial
Zoning: Unchanged
Uses Allowed: Unchanged
Maximum Building Coverage: Unchanged

Proposal:
<p>The applicant is requesting a minor subdivision plat, entitled Liberty Square Fifth Addition, which would replat two existing lots into three new lots. Access to each lot will come from an existing private drive to the north of each lot. Office buildings are expected to occupy each lot. The property is currently zoned GC, General Commercial 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: GC, General Commercial with a medical clinic and light manufacturing • East: GC, General Commercial with a motel • South: GC, General Commercial with motels • West: GC, General Commercial with a bank <p>Continued on next page.</p>

Area Plans:

The subject property is located within the 2003 Southwest Future Land Use Plan. This plan indicates the subject property is appropriate for commercial uses.

**Schools and Parks:**

Schools: The subject property is located in the West Fargo Public School District and is served by Freedom Elementary, Liberty Middle, and Sheyenne High Schools.

Neighborhood: Anderson Park

Parks: The subject property is located within 0.25 miles of the Red River Zoo (4255 23rd Avenue South), the Southwest Youth Ice Arena (4404 23rd Avenue South) and Anderson Softball & Tharaldson Baseball Complex (4200 23rd Avenue South).

Pedestrian / Bicycle: A shared use path exists along the east side of 45th Street South and along the south side of 23rd Avenue South.

Staff Analysis:**Minor Subdivision**

The LDC stipulates that the following criteria is met before a minor plat can be approved:

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.**

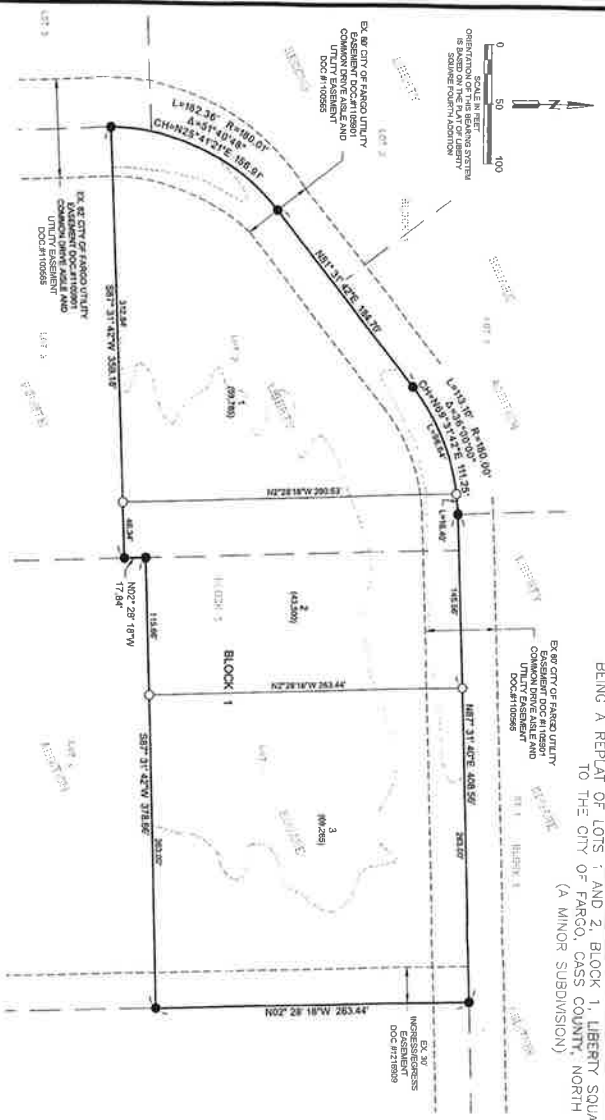
This subdivision is intended to plat three legal lots for office/commercial development. The proposed uses are consistent with the existing zoning and the growth plan for the area. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received one general inquiry about the application. 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 the Planning Commission and hereby approve the proposed Liberty Square Fifth Addition subdivision as presented; as the proposal complies with the adopted Area Plan, Standards of Article 20-06, 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 Liberty Square Fifth 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 Map 2. Location Map 3. Preliminary Plat

LIBERTY SQUARE FIFTH ADDITION

BEING A REPLAT OF LOTS 1 AND 2, BLOCK 1, LIBERTY SQUARE FOURTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS, That the Anderson Park Joint Venture, LLP, a North Dakota Limited Liability Partnership, as owner of a parcel of land located in that part of the Northwest Quarter of Section 22, Township 139 North, Range 49 West of the First Principal Meridian, Cass County, North Dakota, being more particularly described as follows:

Lot 1 and Lot 2, Block 1 of LIBERTY SQUARE FOURTH ADDITION, according to the recorded plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

Containing 3.96 acres, more or less.

Said owners of the above described property, have caused the same to be surveyed and plotted as "LIBERTY SQUARE FIFTH ADDITION" to the City of Fargo, a replat of Lot 1 and Lot 2, Block 1, LIBERTY SQUARE FOURTH ADDITION to the City of Fargo, Cass County, North Dakota.

OWNER

Anderson Park Joint Venture, LLP
By: Michael J. Bullinger, Partner

Michael J. Bullinger, Partner

State of North Dakota) SS

County of Cass)

On this _____ day of _____, 20____, appeared before me, Michael J. Bullinger, a Notary Public, Cass County, North Dakota, the above named Michael J. Bullinger, Partner, known to me to be the person whose name is subscribed to the foregoing certificate and who acknowledged to me that they executed the same as their own free act and deed.

Notary Public, Cass County, North Dakota

SURVEYORS CERTIFICATE AND ACKNOWLEDGEMENT

I, the undersigned, a duly Licensed Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that the survey and replat of the above described property, as shown on the attached plat, were made in accordance with the provisions of the laws of the State of North Dakota, and that the monuments for the boundaries of the survey have been located or placed in the ground as shown.

Dated this _____ day of _____, 20____.

Justin J. Nelson, P.L.S.

Professional Land Surveyor

Registration No. LS-27292

State of North Dakota) SS

County of Cass)

On this _____ day of _____, 20____, appeared before me, Justin J. Nelson, a Notary Public, Cass County, North Dakota, the above named Justin J. Nelson, Professional Land Surveyor, known to me to be the person whose name is subscribed to the above certificate and who acknowledged to me that they executed the same as their own free act and deed.

Justin J. Nelson, P.L.S.

Notary Public, Cass County, North Dakota

NOTES

1. GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
2. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD, EXCEPT WHERE SHOWN OTHERWISE. DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD, EXCEPT WHERE SHOWN OTHERWISE. DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD, EXCEPT WHERE SHOWN OTHERWISE.
3. BASE FLOOD ELEVATION FOR ZONE AE IN ANNUAL CHANCE FLOOD IS 565.7 IN WARD BE.

- LEGEND**
- MONUMENT IN PLACE
 - SET MONUMENT (SEE RECORD COPYED P.L.S. 27292)
 - LOT AREA (SQUARE FEET)
 - EXISTING PROPERTY LINE
 - EXISTING EASEMENT LINE
 - PLAT BOUNDARY
 - NEW LOT LINE
 - SPECIAL FLOOD HAZARD AREA

Phone: 701-566-6450
mead@iunt.com
Project No. 182596.01
SHEET 1 OF 1

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this _____ day of _____, 20____.

John Gunkelman

Planning Commission Chair

State of North Dakota) SS

County of Cass)

On this _____ day of _____, 20____, before me, a notary public in and for said county, personally appeared John Gunkelman, Planning Commission Chair, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public, Cass County, North Dakota

FARGO CITY COMMISSION APPROVAL

Approved by the Board of Commissioners and ordered filed this _____ day of _____, 20____.

Timothy J. Mahoney

Mayor

State of North Dakota) SS

County of Cass)

On this _____ day of _____, 20____, before me, a notary public in and for said county, personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, City Auditor, known to me to be the persons described in and who executed the same as a free act and deed.

Notary Public, Cass County, North Dakota

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by the City Engineer this _____ day of _____, 20____.

Erica E. Denny, P.E.

City Engineer

State of North Dakota) SS

County of Cass)

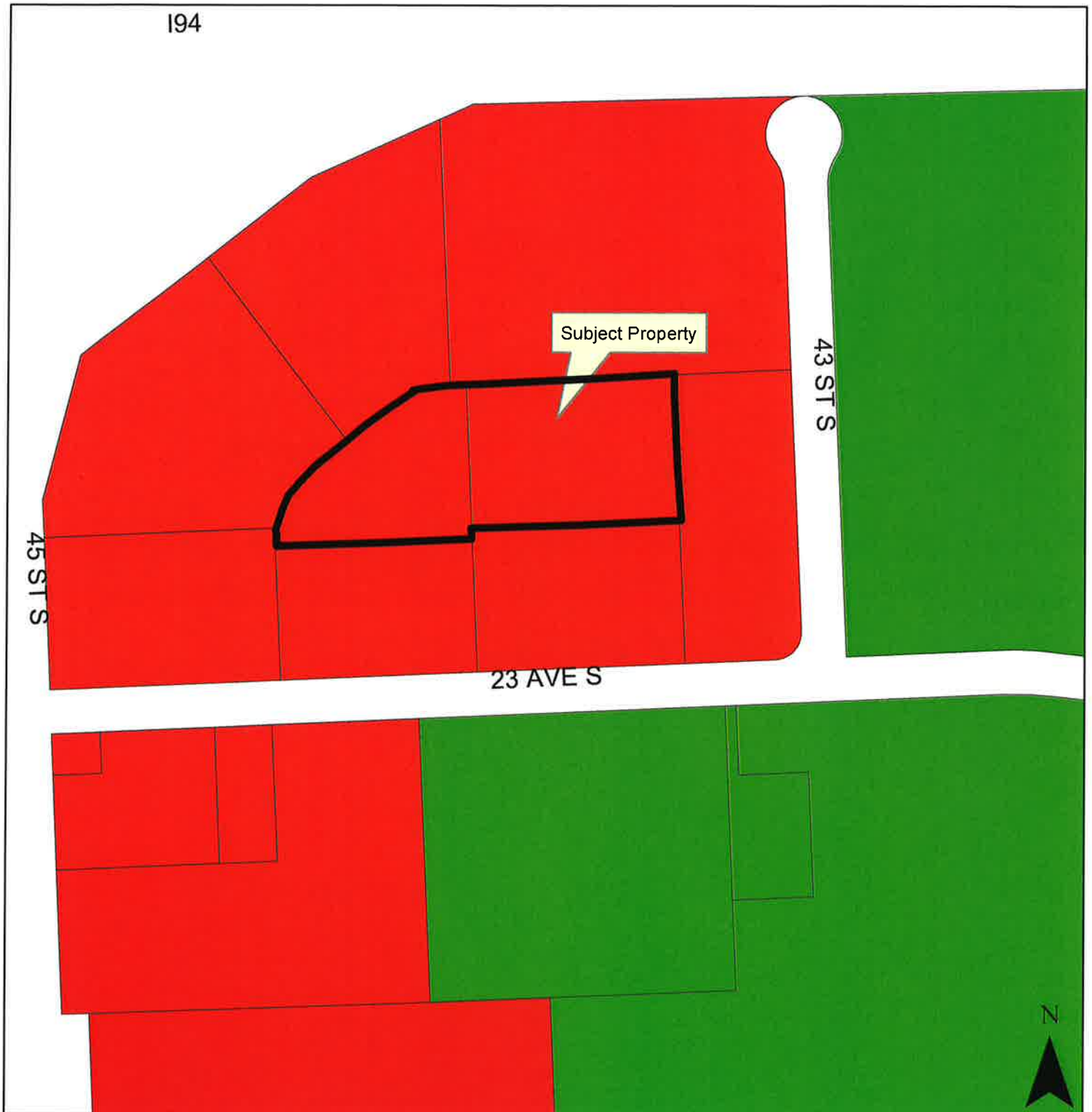
On this _____ day of _____, 20____, before me, a notary public in and for said county, personally appeared Erica E. Denny, City Engineer, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public, Cass County, North Dakota

Plat (Minor)

Liberty Square Fifth Addition

4351 & 4445 23rd Ave S



Legend



200

Feet

Plat (Minor)

Liberty Square Fifth Addition

4351 & 4445 23rd Ave S





Document G701™ – 2017

15

Change Order

PROJECT: *(Name and address)*
 Fargo Police Department Headquarters
 Fargo, North Dakota

CONTRACT INFORMATION:
 Contract For: Electrical Construction
 Date: January 14, 2019

CHANGE ORDER INFORMATION:
 Change Order Number: 004
 Date: January 2, 2019

OWNER: *(Name and address)*
 City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102

ARCHITECT: *(Name and address)*
 Shultz & Associates, Ltd
 612 1/2 Main Avenue
 Fargo, ND 58103

CONTRACTOR: *(Name and address)*
 Grotberg Electric, Inc.
 1109 West Main Street
 PO Box 426
 Valley City, ND 58072

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. EPD 012: Evidence Room Security

The original Contract Sum was	\$ 443,000.00
The net change by previously authorized Change Orders	\$ 63,779.95
The Contract Sum prior to this Change Order was	\$ 506,779.95
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,840.98
The new Contract Sum including this Change Order will be	\$ 508,620.93
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be	September 27, 2019.

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

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

Shultz & Associates, Ltd
ARCHITECT *(Firm name)*

SIGNATURE

Jared Jensen, Vice President
PRINTED NAME AND TITLE

January 2, 2020
DATE

Grotberg Electric, Inc.

CONTRACTOR *(Firm name)*

SIGNATURE

Stephanie Ness, Secretary/Treasurer
PRINTED NAME AND TITLE

January 8, 2020
DATE

City of Fargo, Fargo Police Department
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

Change Order Summary**Project:**

Fargo Police Department Headquarters
Fargo, North Dakota

Change Order No. 004

Contract For: Electrical Construction

Contractor:

Grotberg Electric, Inc.
1109 West Main Street
Valley City, ND 58072

Change Order Date: January 2, 2020

Project Number: 1826

Contract changes included in this Change Order:

EPD 012 Evidence Room Security	\$1,840.98
--------------------------------	------------

Total	\$1,840.98
--------------	-------------------

The Original Contract Sum is:	\$ 443,000.00
-------------------------------	---------------

The Net Change by Previously Authorized Change Orders:	\$ 63,779.95
--	--------------

The Contract Sum Prior to this Change Order was:	\$ 506,779.95
--	---------------

The New Contract Sum will be INCREASED by this Change Order in the amount of:	\$ 1,840.98
--	--------------------

The New Contract Sum including this Change Order will be:	\$ 508,620.93
---	---------------

The Contract Time will be UNCHANGED by:	0 Calendar Days
--	------------------------

CHANGE NOTICE

Grotberg Electric Inc.

1049 5th Ave. NE
West Fargo, ND 58078

CCN #

Date:

Project Name:

Project Number:

Page Number:

EVIDENCE ROOM SECURITY

11/5/2019

Fargo Police Department Headqua

1826

1

Client Address:

City of Fargo

105 25th St N
Fargo, ND 58102

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
1/2" CONDUIT - EMT	150	89.70 C	134.55	3.48 C	5.22
1/2" CONN SS STL - EMT	8	125.79 C	10.06	10.00 C	0.80
1/2" COUPLING SS STL - EMT	15	161.67 C	24.25	4.00 C	0.60
1/2 OR 3/4" SNAP CLOSE CLIP - BTM MNT ON 1/4" FLNC	16	133.18 C	21.31	10.25 C	1.64
1/2 OR 3/4" CONDUIT+BOX SUPPORT - BTM MNT ON 1/	4	449.94 C	18.00	11.50 C	0.46
#18- 2 CONTROL CABLE	100	298.00 M	29.80	6.75 M	0.68
#18- 6 CONTORL CABLE	50	334.00 M	16.70	7.50 M	0.38
WIRE CONN RED	12	18.80 C	2.26	7.50 C	0.90
4x 1 1/2" SQ BOX COMB KO	4	1,031.42 C	41.26	28.75 C	1.15
4" SQ BLANK COVER	4	383.55 C	15.34	3.13 C	0.13
#8x 1/2 WAFER HEAD SELF-TAP STUD SCREW - 12G	8	2.45 C	0.20	3.00 C	0.24
24V MOTION SENSOR	3	0.00 E	0.00	0.75 E	2.25
SECURITY CONTROL PANEL - COMMERCIAL	1	0.00 E	0.00	3.75 E	3.75
CARD READER - WALL MNT - HARDWIRE	1	0.00 E	0.00	1.25 E	1.25
Totals	376		313.72		19.44

Summary

General Materials		313.72
Material Tax	(@ 7.500 %)	23.53
Total Material		337.25
JOURNEYMAN	(19.44 Hrs @ \$65.00)	1,263.60
Subtotal		1,600.85
Overhead	(@ 15.000 %)	240.13
Subtotal		1,840.98
Final Amount		\$1,840.98

CLIENT ACCEPTANCE

ORIGINAL

CHANGE NOTICE

Grotberg Electric Inc.

1049 5th Ave. NE
West Fargo, ND 58078

Client Address:

City of Fargo

105 25th St N
Fargo, ND 58102

CCN #

Date:

Project Name:

Project Number:

Page Number:

EVIDENCE ROOM SECURITY

11/5/2019

Fargo Police Department Headqua

1826

2

CCN #: EVIDENCE ROOM SECURITY

Final Amount:\$1,840.98

Name:

Date:

Signature:

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

REPORT OF ACTIONUTILITY COMMITTEE

(16)

Project No. WW1701

Type: Advertise for Bids

Location: Wastewater Treatment Plant Expansion

Date of Hearing: 1-23-2020

Routing _____ Date _____
 City Commission 1-27-2020
 Project File _____

Jim Hausauer, Wastewater Utility Director, presented attached draft Advertisement for Bid for Project WW1701. Wastewater Utility staff is seeking approval to advertise bidding for the Phase II B Wastewater Treatment Facility Expansion. Project WW1701 is included in the Wastewater Utility Capital Improvement Plan (CIP) and the latest Revenue Adequacy Model. The project has been approved for a 30 year -2% Clean Water State Revolving Fund (CWSRF) loan with the debt service to be paid with user rate funds. Bid advertising is scheduled for February 3rd, 2020 with the bid opening scheduled for March 11th, 2020.


MOTION:

On a motion by Kent Costin, seconded by Brian Ward, the Utility Committee voted to approve the Advertisement for Bids for Project WW1701.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>	<u>X</u>
			<u>X</u>		
			<u>Proxy</u>		

Anthony Gehrig, City Commissioner	_____
Kent Costin, Director of Finance	<u>X</u>
Brian Ward, Water Plant Superintendent	<u>X</u>
Mark Miller, Wastewater Plant Supt.	<u>X</u>
Bruce Grubb, City Administrator	<u>X</u>
Scott Liudahl, City Forester	<u>X</u>
Terry Ludlum, Solid Waste Utility Director	_____
Jim Hausauer, Wastewater Utility Director	<u>X</u>
Troy Hall, Water Utility Director	<u>X</u>
Ben Dow, Public Works Operations Director	<u>X</u>
Brenda Derrig, City Engineer	<u>X</u>
Jason Halsne, Enterprise I/C Coordinator	<u>X</u>

ATTEST:



 Jim Hausauer
 Wastewater Utility Director

C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Grindberg

January 27th, 2020

Honorable Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

Subject: Advertisement for Bid – Project WW1701

Dear Commissioners:

Wastewater Utility staff is seeking approval to advertise bidding for the Phase II B Wastewater Treatment Facility Expansion - Project WW1701. Please see attached draft Advertisement for Bid.

Project WW1701 is included in the Wastewater Utility Capital Improvement Plan (CIP) and the latest Revenue Adequacy Model. The project has been approved for a 30 year -2% Clean Water State Revolving Fund (CWSRF) loan with the debt service to be paid with user rate funds. Bid advertising is scheduled for February 3rd, 2020 with the bid opening scheduled for March 11th, 2020.

Your consideration is greatly appreciated in this matter.

Sincerely,



Jim Hausauer
Wastewater Utility Director

C: Bruce Grubb, City Administrator

SUGGESTED MOTION:

Approve the Advertisement for Bid for Project WW1701.

Fargo Wastewater Treatment Facility Phase IIB Expansion
City of Fargo, North Dakota
Apex Project #18.102.0114
City of Fargo Project #WW1701

Section 00030 - ADVERTISEMENT FOR BIDS

Sealed bids for the Wastewater Treatment Facility Phase IIB Expansion, according to the drawings and specifications will be received by the City Auditor or his designee at Fargo City Hall (207 4th Street N, Fargo, North Dakota, 58102) until 11:30 a.m. on March 11, 2020 and then publicly opened and read aloud at the Centennial Hall Lobby, 207 4th Street N, Fargo, North Dakota, 58102. The Contract Documents may be examined at the following locations:

Apex Engineering Group, Inc. – 4733 Amber Valley Parkway South, Fargo, ND 58104
Fargo-Moorhead Builder's Exchange – 1010 Page Drive, Fargo, ND 58103
Bismarck Mandan Builder's Exchange – 805 Adobe Trail, Mandan, ND 58554
Minot Builder's Exchange – 2424 Burdick Expressway E, Minot, ND 58701
Minneapolis Builder's Exchange – 1123 Glenwood Avenue, Minneapolis, MN 55405
Fargo Wastewater Treatment Facility – 3400 N Broadway, Fargo, ND 58102

The Contract Documents are available for download from the QuestCDN.com web site for \$50.00 (QuestCDN Project #XXXXXXX). Bidders may also obtain hard copies of the Contract Documents from the office of Apex Engineering Group, Inc., 4733 Amber Valley Parkway South, Fargo, ND 58104 upon payment of a non-refundable fee of \$1,900 for full size drawings and specifications or \$800 for 11 x 17 size drawings and specifications.

Bids shall be based upon cash payment for the following general items:

- Construction of a new headworks including influent pumping, drum screens, vortex grit removal, screening and grit washing, and odor control
- New in plant waste pump station
- Influent pump station modifications
- Operations building improvements
- Trickling filter pump station improvements
- New integrated fixed film activated sludge (IFAS) treatment process
- New blower building
- New final clarifiers
- New scum pump station
- New RAS/WAS pump station
- New reuse water pumping and distribution system
- New administration building
- New thickening building
- New primary digester
- Primary digester rehabilitation
- Digester heating improvements
- Dewatering building improvements
- Digested sludge pumping improvements
- New dewatering filtrate flow equalization

- Process piping
- Site utilities
- Site work and paving
- New storm water lift station
- Effluent forcemain replacement
- All other improvements as shown and described in the Drawings and Specifications.

Bids will be received as a Lump Sum bid for combined General, Mechanical, and Electrical Construction and also for separate General, Mechanical, and Electrical work. The Owner intends to award the Bid based on either the lowest separate Bids or lowest combined bid, whichever is in their best interest. The Owner reserves the right to reject any and all Bids.

A pre-bid conference will be held at 3400 North Broadway, Fargo, North Dakota on February 19, 2020 at 2:00 pm followed by a site tour. Attendance is strongly encouraged.

Each Bid shall be accompanied by a separate envelope containing a Bidder's Bond in a sum equal to five percent (5%) of the full amount of the Bid, executed by the Bidder as principal and by a surety company authorized to do business in this state, conditioned that if the principal's Bid is accepted and the contract awarded to the principal, the principal, within ten (10) days after Notice of Award, shall execute and effect a contract in accordance with the terms of his Bid and a Contractor's Bond as required by law and the regulations and determinations of the governing body. The Bid Bond of the three lowest Bidders will be retained until the contract has been awarded and executed, but not longer than sixty (60) days. The Bid security is a guarantee that the Bidder will enter into contract for the work described in the Proposal. The bidder may submit a Bid Bond, certified check, or cashier's check payable to the City of Fargo, North Dakota.

All Bidders shall have a valid North Dakota Contractor's license of the appropriate Class for the work, as required by Section 43-07-05 (NDCC). Bidders shall enclose a copy of the license or Certificate of Renewal in the same envelope as the Bidder's Bond, as required under Section 43-07-12 (NDCC). Failure to do so will render the Bid invalid.

Receipt of all Addenda issued during bidding shall be acknowledged by the Bidder on the outside of the Bid Envelope. Failure to acknowledge any Addenda issued during bidding shall render the Bid invalid.

No Bid will be read or considered unless it fully complies with the Bond and license requirements. Any deficient Bid will be resealed and returned to the Bidder immediately.

The successful Bidder shall be required to furnish both a Performance Bond and Payment Bond in the full amount of the Contract.

Bidders on this work will be required to comply with Title 40 CFR Part 33 – Participation by Disadvantaged Business Enterprises in the United State Environmental Protection Agency Programs. The requirements for bidders and contractors under this regulation concern utilization of Minority Business Enterprises (MBE), Women's Business Enterprises (WBE), and Small Business Enterprises (SBE) and are explained in the specifications. The goal for MBE is 2% of the total dollar value of the project. The goal for WBE is 3% of the total dollar value of the project. To demonstrate a good faith effort to comply, bidders must include the MBE/WBE subcontractor solicitation form in the bid security envelope. Failure to do so will render the Bid invalid.

Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the

specifications. This project follows the requirements for American Iron and Steel as mandated by Public Law 113-76, Consolidated Appropriation Act, 2014.

The West Treatment Train including Headworks, IFAS, Final Clarifiers, Scum Pumping, In Plant Waste Pump Station, Blower Building, RAS/WAS Pump Station, Thickening Building and all associated pumps, piping, valves, manholes, vaults, structures, coatings, mechanical, plumbing, HVAC, electrical, instrumentation, programming, and controls to make the systems operational shall be substantially completed by August 1, 2022. All other Work under this Contract shall be Substantially Completed by December 31, 2023. Final Completion shall be achieved by May 31, 2024.

ALL QUESTIONS REGARDING THE CONTRACT DOCUMENTS SHALL BE DIRECTED TO THE OFFICE OF: Apex Engineering Group, Inc., Karla Olson, PE at 701-373-7985 or by email at Karla.Olson@ApexEngGroup.com. All questions must be received in writing or by email on or before ten (10) days prior to the bid opening. Responses to technical questions will be issued by addendum within five (5) days prior to the bid opening.

Dated this 3rd day of February, 2020.

Steve Sprague, City Auditor
Fargo, North Dakota

REPORT OF ACTION

(17)

UTILITY COMMITTEE

Project No. WA1951

Type: WTP Raw Water Valves
Change Order #2Location: Water Treatment Plant (435 14th Avenue South)

Date of Hearing: 1/23/19

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/27/19</u>
Project File	<u> </u>

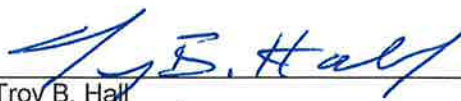
Troy Hall, Water Utility Director, presented the attached AE2S letter and change order form for Project WA1951, Water Treatment Plant (WTP) Raw Water Valve Improvements. This change order is with CC Steel, Inc. in the amount of \$29,270.29. This project was an outcome of the WTP Facility Plan Phase 2, completed in 2016. It is in the budget and funded through water rates (Fund 501). Change Order #2 includes seven (7) cost increase items and one (1) cost decrease item. With Change Order #2 the project is functionally complete, but restoration and landscaping will be done during the 2020 construction season. Project WA1951 is very important in allowing WTP staff to distribute raw water flow using the computer control system. With change order approval, the total construction cost of WA1951 would be \$1,103,809.42.

MOTION:

On a motion by Jim Hausauer, seconded by Ben Dow, the Utility Committee voted to approve Change Order #2 with CC Steel, Inc. with a cost increase of \$29,270.29 for Project WA1951.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner	<u> </u>			
Kent Costin, Director of Finance	<u> </u>			
Brian Ward, Water Plant Supt.	<u> </u>			
Mark Miller, Wastewater Plant Supt.	<u> </u>			
Bruce Grubb, City Administrator	<u> </u>			
Scott Liudahl, City Forester	<u> </u>			
Terry Ludlum, Solid Waste Utility Director	<u> </u>			
James Hausauer, Wastewater Util. Director	<u> </u>			
Troy Hall, Water Utility Director	<u> </u>			
Ben Dow, Public Works Operations Director	<u> </u>			
Brenda Derrig, City Engineer	<u> </u>			

ATTEST:


 Troy B. Hall
 Water Utility Director

C: Tim Mahoney, Mayor
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Grindberg

The screenshot displays the WinCC Graphics Designer interface for a wastewater treatment plant (WWTP) process flow diagram. The diagram is divided into several sections:

- Top Menu Bar:** Includes options like 'Shyenne', 'Red River', 'Production', 'M.P.', 'Bil Recovery', 'Fluids', 'RD', 'RD Effluent', 'RD Systems', 'Quartz', 'Confection', 'Drainage Tanks', 'Alarm', 'Refresh Screen', 'Add Note', and 'Custom Tool'.
- Left Toolbar:** Contains icons for various symbols used in the diagram, such as tanks, pumps, and valves.
- Main Diagram Area:**
 - Red River Valve Vault:** Shows a 42" influent line with a pump (P-101) and a 24" bypass line with a pump (P-102). It also includes a 36" overflow line with a pump (P-103).
 - Shyenne River Valve Vault:** Shows a 36" influent line with a pump (P-104) and a 36" overflow line with a pump (P-105).
 - Kod River Pump Station:** Shows a 36" influent line with a pump (P-106) and a 36" overflow line with a pump (P-107).
 - Flow Rates and Levels:** Various data points are displayed, such as 'Red River Influent Flow 7.00 MGPD', 'Shyenne River Influent Flow 16.00 MGPD', and 'Kod River Influent Flow 1.00 MGPD'.
- Bottom Status Bar:** Displays the current date and time (Jan 14, 2020 10:40 AM) and the user's name (User Name: 143 0 135).

SCADA control screen showing new raw water valve vaults for the Red River and Sheyenne River to both WTPs. The new valves can be control by operators to finesse flows to WTPs.

Detailed Summary of Change Orders

The thirteen items considered under this change order are summarized in the following table:

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Connection of Sheyenne River Pipeline to Vault	\$3,708.80	Water Seepage
2	Longer Pipe Length Sheyenne Vault to Reducer	\$0.00	Within Contract
3	Crane Remobilization	\$5,589.94	WTP Operations
4	Preparing Red River Vault Location	\$0.00	Within Contract
5	Red River Pipeline Alignment	\$0.00	Within Contract
6	30-inch Overflow Pipe Location	\$7,200.63	Record Drawings
7	1.5 inch Rock	\$0.00	Within Contract
8	Turf Establishment	\$0.00	Within Contract
9	Remove Excess Clay Material Off Site	\$6,894.97	Excess Clay
10	Material Replacement with 1.5 inch Rock – Tap 1	\$1,801.60	Pipe Leak-Wet Soil
11	Control Density Fill (CFD) Handling – Tap 2	\$5,547.85	CFD not in Drawings
12	Additional Bond Cost – Sample Taps	\$ 826.50	Additional Scope
13	Deduct for Soil Test & Bollards	(\$2,300.00)	Eliminated in Scope.
Total – Change Order No. 2		\$29,270.29	

Plan of Financing

Water Utility staff recommends this change order be paid with Fund 501/Division 3055 according to the 2019 budget line for Raw Water Valves, Project WA1951. Due to added flow control featured, the overall project is higher cost compared to the budget. The flow control needs were recognized during Membrane WTP startup. Fund 501 for the Water Utility has adequate reserves to cover the added cost of the raw water valve project plus this proposed change order. Also, a water tower reconditioning project in the 2019 budget did not take place. Thus, this has left 2019 budget funding unused in 2019 related to the tower project.

SUGGESTED MOTION:

Approve Change Order No. 2 with CC Steel in the amount of \$29,270.29 under Project WA1951.

Your consideration in this matter is greatly appreciated.



January 9, 2020

City of Fargo
Attn: Mr. Troy Hall
225 4th Street North
Fargo, ND 58102

**Re: Fargo Raw Water Valve Improvements - City Project WA1951
Construction Change Order No. 2**

Dear Troy,

Please find attached, three (3) copies of Change Order No. 2 for the Fargo Raw Water Valve Improvements project. This change order includes changes to the Work completed under the above contract including: work related to the connection of the Sheyenne River pipeline to the Sheyenne River Vault, work related to the 30-inch Overflow Pipe being different than record drawings indicated, removing excess clay material from the site, hauling unsuitable material from the site and installing rock for sample tap 1, additional labor for the excavation of the control density fill (CDF) material which was unknown, additional bonding costs, and deducts for not installing bollards and not requiring soil compaction testing. Documentation detailing the changes and costs associated are attached to the change order. The construction contract total, as a result of this change order, is expected to increase \$29,270.29 for a total of \$1,103,809.42.

Upon the City of Fargo's acceptance of Change Order No. 2, please sign and date. Return two (2) copies of the formal change order form containing all signatures to AE2S. AE2S will forward the signed copy to the contractor and will retain a copy for our records. AE2S greatly appreciates the opportunity to assist the City with construction phase services for the project. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

AE2S

A handwritten signature in blue ink, appearing to read "Kevin Johnson", is written over a horizontal line.

Kevin Johnson, PE
Project Engineer

19



January 27, 2020

To: Board of City Commissioners
Fr: Julie Bommelman, Transit Director
Re: Bid Results of 2020 Ground Transportation Center (GTC) Improvement Projects & Recommended Actions

Background

On November 4, 2019 Michael Redlinger presented a comprehensive overview of the 2020 Ground Transportation Center (GTC) Improvement Projects. The projects include the GTC – Jefferson; GTC – Above-Grade; and the GTC – Below-Grade Structural recommendations.

At the same meeting, the City Commission was provided extensive financial and budgetary information for each of the three (3) projects. Please refer to *Attachment A of this letter, Redlinger's Comprehensive Overview 2020 GTC Improvement Projects*.

Approved Recommended Actions from the November 4, 2019 City Commission Meeting included:

The approval of the unanimous recommendation of the Finance Committee on October 28, 2019 to:

1. Receive and file the Opinion of Probable Construction Cost Estimate; Budget Adjustment Worksheet; and anticipated revenues and expenditures for the 2020 Comprehensive GTC Improvement Projects.
2. Authorize staff to proceed with a combined design and bid process for the Jefferson Lines project; GTC Above-Grade Transit project (as revised); and GTC Below-Grade Structural project.

In addition to the October 28, 2019 Finance Committee recommendations, on November 4, 2019 the City Commission approved:

3. Approve KLJ Project Design & Bid Schedule.
4. Approve KLJ Amendments to Engineer-Owner Agreement.

January 27, 2020 Update:

KLJ Engineering advertised for bids for the three (3) projects at the GTC. Eight (8) bids were received for multiple prime contracts, 0 bids were received for a single prime contractor, and 0 bids were rejected.

The responsive low bidders are Gast Construction Company (general contracting); Valley Services Mechanical (mechanical contracting); and Rick Electric (electrical). Please note federal regulations require

vendors to certify they are not debarred or suspended from working on government-funded projects, which all three vendors did provide, however, federal funding recipients are now also required to verify vendors are registered with www.sam.gov (System for Award Management). Included in Attachment B are the search results for the three recommended vendors demonstrating they are not debarred; however, Valley Services Mechanical is in the process of finalizing their registration and the agreement with them cannot be signed until this process is complete. It is estimated the process will be finalized in 4-6 weeks.

Bid Result Review

City staff and KLJ Engineering met on January 21, 2020 to review the bids for the three GTC projects. Bids for the GTC – Jefferson and GTC – Above-Grade improvements, including the add alternates, came in below the Engineer's estimate. The GTC Below-Grade Structural improvements came in higher than the Engineer's estimate. After further review by KLJ and City staff, it was determined that the bid for this work package is responsive, and should proceed to award. Based on updated projections, adequate TIF revenues are available to absorb the additional project cost of approximately \$70,000.

The summary bids and agreements are attached (Attachment B). Included in the project is a 10% contingency.

January 27, 2020 City Commission Recommended Actions

1. Award the Ground Transportation Center projects to the three lowest, responsible bidders: Gast Construction, Rick Electric and Valley Services Mechanical with the caveat the agreement with Valley Services Mechanical be signed by the City of Fargo upon verification of their completed sam.gov registration (SAM).
2. Issue the Notice to Proceed upon finalization of recommendation number 1.

Thank you,



Julie Bommelman
Fargo Transit Director

Attachments:

Attachment #A – M. Redlinger Comprehensive Overview from November 2, 2019 City Commission Meeting
Attachment #B – KLJ, Inc. GTC Remodel, Jefferson, GTC Underground Project Cost Comparison

Attachment A:

**Michael Redlinger Comprehensive Overview of Ground
Transportation Center Project from November 2, 2019 City
Commission Meeting**



November 4, 2019

To: Board of City Commissioners
Fr: Michael Redlinger, Assistant City Administrator
Re: Comprehensive Overview of 2020 Ground Transportation Center (GTC) Improvement Projects & Recommended Actions

Background

On January 2, 2019, the City Commission received the MATBUS Transit Facility Study to evaluate short- and long-range needs for the City of Fargo's existing transit facilities. The Metropolitan Council of Governments (Metro COG) sponsored the study, with professional services provided by KLJ Engineering (KLJ) to guide future decision making for the facilities. Recommendations regarding deferred maintenance, better utilization of the existing GTC footprint/square footage, and modernizing building utilities were key topics identified in the Transit Facility Study. It was determined that approximately 70% of the Ground Transportation Center's square footage is underutilized today, and that a better alignment of the building program will increase efficiency and use of this existing City-owned asset.

Following receipt of the Facility Study in early 2019, on July 15, 2019 the City Commission received an update and proposed plan of action from Cassie McNames, P.E. and Project Manager for KLJ Engineering, regarding Ground Transportation Center (GTC) improvement projects for the Transit portion of the facility (above-grade).

Items discussed and approved by the City Commission on July 15, 2019 included:

- Approval of GTC Deck Concept C – A short- to mid-range configuration to meet the needs of MATBUS until such time a more extensive site reconfiguration, or replacement site/facility, is considered.
- Approval of additional repair cost estimates to support the overall GTC remodel for the Transit and underground portions of the facility.
- Acknowledgement of the City's continued commitment to maintain the GTC structure in a state of good repair through a deferred maintenance schedule, to be prepared by KLJ.

The July 15, 2019 City Commission meeting material is attached for reference.

Comprehensive Overview of GTC Transit (Above-Grade) & Parking Authority (Below-Grade) Capital Improvements

The Transit Department and Parking Authority jointly operate the GTC. Each entity brings distinct revenue streams to their respective activity area, such as federal and state grants (above-grade Transit operations and capital funds); and parking lease revenues (below-grade parking operations and capital funds). An additional financing tool for below-grade capital improvements is the C-1 Tax Increment Finance District (TIF), extended by the City Commission on December 17, 2018 to assist with GTC underground/structural repairs and the Island Park land purchase and repairs. The GTC below-grade work is TIF-eligible and is an appropriate use of the C-1 TIF funds.

Comprehensive, Unified Project Approach & Delivery

At its July 15, 2019 meeting, the City Commission requested additional information regarding proposed “below-grade” improvements to the underground parking facility. Staff was asked to prepare a comprehensive overview of future above- and below-grade project expenditures; identify revenue sources for both work packages; and produce a comprehensive, unified project budget that illustrates how the proposed improvements are to be funded and costs assigned.

Table 1 (below) contains the original estimated expenditures for the three project components: GTC Jefferson Lines; GTC Above-Grade (Transit); and GTC Below-Grade (Parking Authority).

Table 1. Original Estimated Expenditures by Project Area

Project Name	Fargo Project No.	% Design Completed	A/E Fees	General Construction	Mechanical Construction	Electrical Construction	10% Contingency	Total Project Cost
GTC – Jefferson	F19011	95%	\$40,198.21	\$79,317.28	\$16,500.00	\$16,500	\$11,231.73	\$163,747.22
GTC – Above-Grade	F18006 F17008	60%	\$352,211.96	\$1,968,127.28	\$350,000.00	\$232,500.00	\$255,062.73	\$3,157,901.97
GTC – Below-Grade Structural	BP0041	30%	\$161,446.61	\$582,500.00	\$71,500.00	-	\$65,400.00	\$880,846.61
Total:								\$4,202,495.80

Current Funding Status

At this time, there are insufficient funds to complete the GTC Above-Grade (Transit) portion of the project as originally proposed. This funding shortfall necessitated a thorough review of the work proposed in this area, with alternatives developed to meet available revenues. Table 2 (below) outlines actual available revenue for designing and constructing the GTC Above-Grade project in 2020. The GTC Below-Grade Structural project is unchanged, as sufficient revenue is available to complete this work. The GTC Jefferson Lines project has been reduced \$28,359.61 from the original estimate.

Table 2. “Modified Project” Consistent with Available Revenue

Project Name	Fargo Project No.	Total Project Cost
GTC – Jefferson	F19011	\$135,387.61
GTC – Above-Grade	F18006 F17008	\$2,217,911.72
GTC – Below-Grade Structural	BP0041	\$880,846.61
Total:		\$3,234,145.94

The “Modified Project” removes \$939,990.24 from the GTC – Above Grade portion of the overall project. This \$3.23M total cost is consistent with available NDDOT/FTA grant revenues and the City’s local match requirements. Local matching funds were previously budgeted and approved by the City Commission.

"Modified Project" Elements

The proposed "Modified Project" includes the following elements:

- Preserves security and safety upgrades for Transit staff, MATBUS riders, and the public.
- Removes costly exterior modifications that will be considered in the future. This option reduces a bulk set of projects that can be completed later and are not of a critical nature.
 - The exterior changes can be considered during regularly scheduled maintenance in 2022. Additional funding may be available at that time. It is logical to not complete this portion of work if the same area will be revisited in 2022 in a separate project.
 - Existing canopy to remain in place and not removed in the 2020 project.
- Removes deck revisions from the proposed project that can be considered in 2022 with other exterior work packages.
- Increases space utilization and efficiencies. Transit is currently in need of additional administrative space, which is accomplished in the "Modified Project."
 - Staff will be able to operate effectively and efficiently once the interior construction project is completed.
 - Aligns resources to the correct locations, with adequate space to serve the public.

The "Modified Project" achieves critical safety, security, and efficiency objectives at the GTC while conforming to budgetary constraints (available capital funds). Table 3-A (below) is a summary of the revenue sources for the GTC Above-Grade improvements, and Table 3-B, immediately following, is a summary of the proposed cost for the original project and the "Modified Project."

Table 3-A. GTC Above-Grade Improvements by Revenue Source

Revenue Source (Funds)	Federal Share	Local Share	Total
NDDOT Contract No. 38181779 (City Code: F18006)	\$1,591,000	\$397,750	\$1,988,750
FTA Grant ND-2019-001-00 (City Code: F17008)	\$288,000	\$72,000	\$360,000
Total Revenue:	\$1,879,000	\$469,750	\$2,348,750

As shown above, sufficient capital funds are available to construct the "Modified Project" with its projected cost of \$2,217,911.72.

Table 3-B. GTC Above-Grade Improvements by Cost Center

Original Proposed Project Costs	Amount
<i>General Construction</i>	
General Requirements	\$237,000.00
Demolition	\$184,600.00
Concrete	\$16,073.00
Masonry	\$57,895.00
Metals	\$42,640.00
Wood and Plastics	\$80,606.00
Thermal and Moisture Protection	\$290,376.00
Openings/Doors and Windows	\$130,143.00
Finishes	\$122,841.00
Specialties	\$14,250.00

Furnishings	\$100,600.00
Special Construction	\$151,000.00
Deck Repairs and Renovations	\$329,232.50
Profit & Overhead	\$210,870.78
<i>Mechanical Construction</i>	\$350,000.00
<i>Electrical Construction</i>	\$232,500.00
Subtotal	\$2,550,627.28
10% Contingency	\$255,062.73
Architecture and Engineering Fees	\$352,211.96
Original Estimate of Cost:	\$3,157,901.97

"Modified Project" – Post-Budget Adjustments	Amount
Remove Exterior Façade Improvements & Canopy Modifications	(\$537,632.00)
Deck renovations	(\$125,550.00)
Adjusted General Conditions	(\$66,318.20)
Profit	(\$79,581.84)
10% Contingency	(\$80,908.20)
Architecture and Engineering Fees	(\$50,000)
Sum of Budget Adjustments	(\$939,990.24)
"Modified Project" Estimate of Cost:	\$2,217,911.72

Similar to the aforementioned GTC Above-Grade projects, the City Commission requested further information about the GTC Below-Grade projects at its July 15, 2019 meeting. These improvements include structural, safety, and asset preservation projects to repair the underground facility and ensure its safe operation into the future. Revenues in the C-1 TIF District and Parking Authority Repair and Replacement Funds (Table 4-A) are available to rehabilitate and renovate the underground portions of the GTC. These projects are detailed in Table 4-B and in the attached memorandum from Jim Gilmour.

Table 4-A. GTC Below-Grade Improvements by Revenue Source

Revenue Source (Funds)	Amount
C-1 TIF District	\$657,527.00
Parking Repair and Replacement Fund	\$223,320.00
Total Revenue:	\$880,847.00

Table 4-B. GTC Below-Grade Improvements by Cost Center

Costs	Amount
<i>General Construction</i>	
Repair Beam/Wall Connection	\$50,000.00
Repair Spalled Concrete Walls and Beams	\$42,500.00
Install Drain Tile – Garage Perimeter	\$490,000.00

Mechanical Construction	
Replace Ductwork and Dampers	\$37,000.00
Replace CO Detectors	\$34,500.00
Subtotal	\$654,000.00
10% Contingency	\$65,400.00
Architecture and Engineering Fees	\$161,446.61
Total Estimate of Cost:	\$880,847.00

Summary

Together, the GTC Jefferson Lines, Above-Grade Transit, and Below-Grade Structural projects detailed in the proposed "Modified Project" will result in a local cost-share of \$1,350,597 (41% of total project cost) while leveraging \$163,747 from Jefferson Lines and \$1,879,000 from NDDOT/FTA sources (59% of total project cost). The City's \$1,350,597 contribution for all projects is summarized in Table 5 (below).

Table 5. City of Fargo Cost Participation

Project Name	City Share
GTC Jefferson Lines	-\$0-
GTC Above-Grade Transit	\$469,750
GTC Below-Grade Structural	\$880,847
Total Estimate of City Share in the Comprehensive 2020 GTC Improvement Projects:	\$1,350,597

Recommended Actions:

The City Commission is requested to approve the unanimous recommendation of the Finance Committee on October 28, 2019 to:

1. Receive and file the Opinion of Probable Construction Cost Estimate; Budget Adjustment Worksheet; and anticipated revenues and expenditures for the 2020 Comprehensive GTC Improvement Projects.
2. Authorize staff to proceed with a combined design and bid process for the Jefferson Lines project; GTC Above-Grade Transit project (as revised); and GTC Below-Grade Structural project.

In addition to the October 28, 2019 Finance Committee recommendations, the City Commission is further requested to:

3. Approve KLJ Project Design & Bid Schedule (Attachment #3).
4. Approve KLJ Amendments to Engineer-Owner Agreements (Attachment #4).

Attachments: Attachment #1 – KLJ Opinion of Probable Construction Cost Estimate & Budget Adjustment Worksheet for Above-Grade Transit "Modified Project"
Attachment #2 – GTC Renovation Work & C-1 TIF District Memorandum – Jim Gilmour
Attachment #3 – KLJ Project Design & Bid Schedule
Attachment #4 – KLJ Amendments to Engineer-Owner Agreements (3 projects)
Attachment #5 – July 15, 2019 City Commission Meeting Materials

Attachment #1

**KLJ Opinion of Probable Construction Cost Estimate & Budget Adjustment
Worksheet for Above-Grade Transit "Modified Project"**



Opinion of Probable
Construction Cost Estimate

PROJECT 1804-00689, 1904-00485, 1904-00486
SHEET NO. 1 OF 1
CALCULATED BY ctm DATE 10/30/2019
CHECKED BY cgm DATE 10/30/2019

Project Name	City of Fargo Project No.	% of Design Completed	A/E Fees*	General Construction**	Mechanical Construction**	Electrical Construction**	10% Contingency	Total Project Cost
GTC - Jefferson	F19011	95	\$ 37,388.20	\$ 59,090.37	\$ 13,500.00	\$ 16,500.00	\$ 8,909.04	\$ 135,387.61
GTC - Remodel	F18006	60	\$ 302,211.24	\$ 1,159,045.89	\$ 350,000.00	\$ 232,500.00	\$ 174,154.59	\$ 2,217,911.72
GTC - Underground	BP0041	30	\$ 161,446.61	\$ 582,500.00	\$ 71,500.00	\$ -	\$ 65,400.00	\$ 880,846.61
Grand Total								\$ 3,234,145.94

*Includes Contract Amendments Dated 10/29/2019

**Includes budget modifications approved at Finance Committee meeting of 10/28/19



GTC Remodel (F18006)

PROJECT 1804-00689
 SHEET NO. 1 OF 1
 CALCULATED BY clm DATE 10/20/2019
 CHECKED BY DATE

Budget Adjustment Worksheet - Interior + Minor Deck Repairs

Description	Opinion of Cost
Possible Budget Reducing Options	
1 Omit exterior façade improvements & canopy modifications	\$ (537,632.00)
2 Deck Renovations	\$ (125,550.00)
Subtotal	\$ (663,182.00)
Adjusted General Conditions	\$ (66,318.20)
12% Profit	\$ (79,581.84)
10% Contingency	\$ (80,908.20)
Estimated A/E Fee Reduction for Deck Repairs & Renovations	\$ (50,000.00)
Sum of Budget Reductions	\$ (939,990.24)
60% Opinion of Probable Cost	\$ 3,157,901.97
Adjusted Opinion of Probable Cost	\$ 2,217,911.72

Attachment #2

GTC Renovation Work & C-1 TIF District Memorandum – Jim Gilmour

MEMORANDUM

TO: MICHAEL REDLINGER, ASSISTANT CITY ADMINISTRATOR

FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR

DATE: OCTOBER 8, 2019

SUBJECT: GTC RENOVATION WORK AND THE C-1 TIF DISTRICT

I have been working with Michael Redlinger and Kent Costin on financing options for restoration work of the Ground Transportation Center. This memo lists items highly recommended by the Engineer, an option of funds that could be used for those costs, notes the delay of security camera systems, and the impact on parking fund balances.

Recommended Restoration Work.

KLJ and Kimley Horn are recommending work listed below. The estimated cost is \$880,847.

<u>Costs</u>		
Repair Beam and Wall Connection	\$	50,000.00
Repair Spalled Concrete Walls and Beams	\$	42,500.00
Install Drain Tile around Garage Perimeter	\$	490,000.00
Replace ductwork and dampers	\$	37,000.00
Replace CO detectors	\$	34,500.00
Architecture and Engineering	\$	161,446.61
Contingency - 10% of Construction	\$	65,400.00
Total Cost Estimate	\$	880,846.61

Sources of Funds

Funding options for the work include the C-1 TIF District. There will be about \$657,000 in the C-1 TIF Fund that could be used for parking-related work. The Parking Repair and Replacement Fund has \$381,000, although the General Parking Fund has a negative balance of \$331,000. An option to pay for the parking-related work at the GTC is listed below.

<u>Funds</u>		
C-1 TIF District	\$	657,527.00
Parking Repair and Replacement Fund	\$	223,320.00
	\$	880,847.00

A summary of sources and uses is attached.

Security Cameras

The previous amendment to the C-1 TIF district was to use \$140,000 for a new security camera system at the Island Park Ramp. In addition, there was a plan to use \$100,000 of the Parking Repair and Replacement Fund to install a security camera system in the Civic Center Ramp. Relocation of the money in each of these funds will cancel/delay these security camera projects. However, Information Services will explore low cost options to make improvements to the camera system at the Island Park Ramp.

Parking Fund Balances

As of today, the approximate parking fund balances are listed below. Overall, there is a positive balance. However, the \$50,000 committed to the "Smart Energy" Roberts Commons Garage changes and year-end debt payments could create a negative balance even before using parking money for GTC restoration work.

Parking Fund - 240	\$	(175,000)
Parking Repair and Replacement Fund - 241	\$	374,454
TOTAL	\$	199,454

C-1 TIF District

TIF funds for the GTC Parking restoration work is eligible. These are the amendments needed to amend the budget to use more of the TIF funds on the GTC.

- Decrease the budget for Island Park Ramp repairs to \$212,649.
- Increase the budget for Island Park land purchase to \$931,000. (The City owes Bank of the West for back taxes in an amount yet to be determined, so this may be a greater amount than needed.)
- Increase the budget for Ground Transportation Center parking repairs to \$779,176. (Plus any money not used for the land purchase.)

A summary sheet of previous amendments and a proposed 2020 amendment is attached.

<u>Funds</u>		
C-1 TIF District		
Parking Repair and Replacement Fund	\$	657,527.00
	\$	223,320.00
	\$	880,847.00

<u>Costs</u>		
Repair Beam and Wall Connection	\$	50,000.00
Repair Spalled Concrete Walls and Beams	\$	42,500.00
Install Drain Tile around Garage Perimeter	\$	490,000.00
Replace ductwork and dampers	\$	37,000.00
Replace CO detectors	\$	34,500.00
Architecture and Engineering	\$	161,446.61
Contingency - 10% of Construction	\$	65,400.00
Total Cost Estimate	\$	880,846.61

Attachment #3

KLJ Project Design & Bid Schedule

November 2019

- 90% Submittal – November 25, 2019, due to KLJ November 22

December 2019

- Final Submittal – December 20, 2019, due to KLJ December 19
- Advertise for Bids – December 23, 2019

January 2020

- Open Bids – January 15, 2020
- Award – January 27, 2020

Attachment #4

KLJ Amendments to Engineer-Owner Agreements (3 projects)

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 1

Background Data

- a. Effective Date of Engineer-Owner Agreement: April 2019
- b. Engineer: Kadrmass, Lee & Jackson
- c. Owner: City of Fargo
- d. Project: GTC Jefferson Ticketing/Storage Counter
- e. This Part of the Project: Re-bid Project with GTC Remodel

Nature of Amendment (check all that apply)

- ☒ Additional services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications to payment to Engineer
- ☒ Modifications to time(s) for rendering Services

Description of Modifications

The project was originally bid in July 2019. Due to lack of bidder participation and high bid prices, the project is going to be rebid in conjunction with the GTC Remodel (KLJ Project 1804-00689) in early 2020 with an anticipated substantial completion date for the Jefferson portion of the project in April of 2020. In addition, the following elements will be removed from the project to help reduce the overall construction costs: omit window from west wall, omit glass above ticketing window, remove markerboard, remove center peninsula/counter, remove air curtain above exterior doors, leave wood soffit as is, and remove window tint from storage room windows. The services included with this amendment include repackaging design, plans and specifications and integrating them with the GTC Remodel. Due to the two projects having different funding sources (i.e. two different grants), the bid package will be structured to separate the project costs between Jefferson and the City of Fargo.

Agreement Summary

a. Original agreement amount:	\$35,987.60
b. Net change for prior amendments:	\$0
c. This amendment amount:	\$1,400.60
d. Adjusted Agreement amount:	\$37,388.20

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 29, 2019.

ENGINEER: Kadrmas Lee & Jackson, Inc.

OWNER: City of Fargo



By: Mark Anderson

By: Tim Mahoney, MD

Title: Vice President

Title: Mayor

Date Signed: 10/29/2019

Date Signed: _____



ENGINEERING FEES

GTC - JEFFERSON TICKETING/STORAGE COUNTER - Contract Amendment No. 1 October 29, 2019							
1.	Direct Labor	Hours	X	Rate	=	Project Cost	Total
	Project Assistant	0	X	24	=	\$ -	\$ -
	Structural Engineer IV	0	X	58	=	\$ -	\$ -
	Structural Engineer III	0	X	43	=	\$ -	\$ -
	Planner IV	0	X	60	=	\$ -	\$ -
	CADD Tech III	0	X	32	=	\$ -	\$ -
			X		=	\$ -	\$ -
	Subtotal				=	\$ -	\$ -
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)					185.39%	\$ -
3.	Subcontractor Costs					\$ 1,400.60	\$ 1,400.60
4.	Materials and Supplies Costs					\$ -	\$ -
5.	Travel Costs					\$ -	\$ -
6.	Fixed Fee					12%	\$ -
7.	Miscellaneous Costs					\$ -	\$ -
	Total Cost				=		\$ 1,400.60

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 2

Background Data

- a. Effective Date of Engineer-Owner Agreement: April 2019
- b. Engineer: Kadmas, Lee & Jackson
- c. Owner: City of Fargo
- d. Project: GTC Remodel
- e. This Part of the Project: Reduced Project Budget

Nature of Amendment (check all that apply)

- ☐ Additional services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications to payment to Engineer
- ☒ Modifications to time(s) for rendering Services

Description of Modifications

KLJ's scope of services have been modified as identified in the Exhibit A.2 attached.

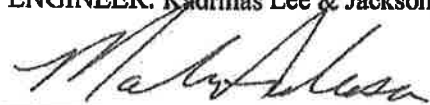
Agreement Summary

a. Original agreement amount:	\$332,740.08
b. Net change for prior amendments:	\$19,471.16
c. This amendment amount:	\$(50,000.00)
d. Adjusted Agreement amount:	\$302,211.24

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 29, 2019.

ENGINEER: Kadrmas Lee & Jackson, Inc.

OWNER: City of Fargo



By: Mark Anderson

By: Tim Mahoney, MD

Title: Vice President

Title: Mayor

Date Signed: 10/29/19

Date Signed: _____



**Contract Amendment No. 2
October 29, 2019
Architectural/Engineering Services
GTC Remodel
GTC Design Bid Build
Fargo, ND**

Engineer's Services

The following modifications have been made to the scope of work included in the original contract between city of Fargo and KLJ dated April 2019. Please note the project design had progressed to 60% of completion when the project scope was revised.

- I. **Reduced Scope**
 - A. Under the base bid, the GTC deck layout will remain as is such that no modifications will be made.
 - B. The canopy, roof, and exterior façade will remain as is such that no modifications will be made.
- II. **Revised Scope**
 - A. To maximize the funds available to MATBUS through the FTA grant, MATBUS has requested the following add alternates be included in the final bid documents:
 - 1. Replace the fence and gate between the GTC and Municipal Court buildings.
 - 2. Remove bus stanchions and re-stripe the bus parking layout to prevent buses from backing up. Under this layout, it is assumed buses will need to be released on at a time.
 - 3. Incorporate additional deck repairs along the east side of the GTC.
 - B. Construction documents associated with the additional scope of work as previously described in the original contract.
 - C. Bidding assistance associated with the additional scope of work as previously described in the original contract.
 - D. Construction administration associated with the additional scope of work as previously described in the original contract.
 - E. Team responsibilities:
 - 1. KLJ will be responsible for the concrete overlay repairs and bus stanchion removal.
 - 2. Kimley-Horn will be responsible for the bid alternates for the fence replacement and modified bus parking.
- III. **Anticipated project schedule will be modified as noted below**

Contract Execution/Notice to Proceed	April 2019
Preliminary Design	April - July 2019
Construction Documents	August - December 2019
Bidding Assistance.....	December 2019 - January 2020
Construction Administration.....	February 2020 - October 2020



ENGINEERING FEES

GTC REMODEL - Contract Amendment #2 (October 29, 2019)							
1.	Direct Labor	Hours	X	Rate	=	Project Cost	Total
	Project Assistant	0	X	24	=	\$ -	\$ -
	Structural Engineer IV	0	X	58	=	\$ -	\$ -
	Structural Engineer III	0	X	43	=	\$ -	\$ -
	Structural Engineer II	0	X	33	=	\$ -	\$ -
	Environmental Planner II	0	X	30	=	\$ -	\$ -
	Planner IV	0	X	60	=	\$ -	\$ -
	Engineer III	0	X	45	=	\$ -	\$ -
	CADD Tech II	0	X	27	=	\$ -	\$ -
	Surveyor IV-PM	0	X	55	=	\$ -	\$ -
	Surveyor IV	0	X	44	=	\$ -	\$ -
	Surveyor II	0	X	30	=	\$ -	\$ -
	Surveyor I	0	X	26	=	\$ -	\$ -
			X		=	\$ -	\$ -
	Subtotal				=	\$ -	\$ -
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)					185.39%	\$ -
3.	Subcontractor Costs					\$ (50,000.00)	\$ (50,000.00)
4.	Materials and Supplies Costs					\$ -	\$ -
5.	Travel Costs					\$ -	\$ -
6.	Fixed Fee					12%	\$ -
7.	Miscellaneous Costs					\$ -	\$ -
	Total Cost				=		\$ (50,000.00)

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 2

Background Data

- a. Effective Date of Engineer-Owner Agreement: April 2019
- b. Engineer: Kadmas, Lee & Jackson
- c. Owner: City of Fargo
- d. Project: GTC Underground Parking Facility
- e. This Part of the Project: Reduced Scope

Nature of Amendment (check all that apply)

- ☐ Additional services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications to payment to Engineer
- ☒ Modifications to time(s) for rendering Services

Description of Modifications

KLJ's scope of services have been modified as identified in the Exhibit A.2 attached.

Agreement Summary

a. Original agreement amount:	\$155,931.40
b. Net change for prior amendments:	\$22,692.98
c. This amendment amount:	\$(17,177.77)
d. Adjusted Agreement amount:	\$161,446.61

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 29, 2019.

ENGINEER: Kadrmas Lee & Jackson, Inc.

OWNER: City of Fargo



By: Mark Anderson

By: Tim Mahoney, MD

Title: Vice President

Title: Mayor

Date Signed: 10/29/19

Date Signed: _____



Exhibit A.2
Contract Amendment No. 2
October 29, 2019
Architectural/Engineering Services
GTC Underground Parking Facility
GTC Design Bid Build
Fargo, ND

Engineer's Services

The following modifications have been made to the scope of work included in the original contract between city of Fargo and KLJ dated April 2019. Please note the project design had progressed to 30% of completion when the project scope was revised.

- I. **Reduced Scope**
 - A. The following items have been removed from the project per discussions with city staff on September 5, 2019:
 - 1. Replace or repair elevator.
 - 2. Address corrosion in fire sprinkler system.
 - 3. Replace emergency lighting.
 - 4. Patch cracks in columns and floor slab.
- II. **Anticipated project schedule will be modified as noted below**
 - Contract Execution/Notice to Proceed April 2019
 - Preliminary Design April - August 2019
 - Construction Documents September - December 2019
 - Bidding Assistance..... December 2019 - January 2020
 - Construction Administration..... February - October 2020



ENGINEERING FEES

GTC UNDERGROUND PARKING FACILITY - Contract Amendment #2 (October 29, 2019)							
1.	Direct Labor	Hours	X	Rate	=	Project Cost	Total
	Project Assistant	0	X	24	=	\$ -	\$ -
	Structural Engineer IV	0	X	58	=	\$ -	\$ -
	Structural Engineer II	-8	X	33	=	\$ (264.00)	\$ (264.00)
	Planner IV	0	X	60	=	\$ -	\$ -
	Engineer III	-4	X	45	=	\$ (180.00)	\$ (180.00)
	Engineer I	0	X	31	=	\$ -	\$ -
	CADD Tech II	-12	X	27	=	\$ (324.00)	\$ (324.00)
			X		=	\$ -	\$ -
	Subtotal				=	\$ (768.00)	\$ (768.00)
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)					185.39%	\$ (1,423.80)
3.	Subcontractor Costs					\$ (14,722.96)	\$ (14,722.96)
4.	Materials and Supplies Costs					\$ -	\$ -
5.	Travel Costs					\$ -	\$ -
6.	Fixed Fee					12%	\$ (263.02)
7.	Miscellaneous Costs					\$ -	\$ -
	Total Cost				=		\$ (17,177.77)

Attachment #5

July 15, 2019 City Commission Meeting Materials

July 15, 2019

36

Board of City Commissioners
City Hall - 225 4th St N
Fargo, ND 58102

Commissioners:

The Transit Facility Study, received by the Commission January 2, 2019, included a series of generalized recommendations for improvements to the Ground Transportation Center (GTC).

On April 22, 2019 the Fargo City Commission approved an agreement between the City of Fargo and KLJ, Inc. for GTC improvements including renovation of the GTC above grade, renovation of the Jefferson space, and renovation of the below grade parking facility. As the engineering for these improvements has unfolded, additional facility related operations and maintenance needs have been identified which were not subject to previous planning level analysis. The intent of this correspondence is to ensure Fargo City Commission consent to a series of key decisions to guide the final design and construction of needed improvements. This includes a review of refinements made to previous planning assumptions as well as new investment needs identified through recent facility and site reconnaissance. These improvements are focused on extending the current useful life of the GTC and the underground parking structure. City staff, working in conjunction with KLJ, Inc., throughout this process include Michael Redlinger, Julie Bommelman, Matthew Peterson, Jordan Smith plus staff from Planning and Engineering.

To ensure for expeditious and timely completion of final design and bidding documents over the coming weeks and months, staff kindly requests approval from the Fargo City Commission for the items listed below, details of which are outlined in the attachments.

Requested motion is to approve the following and sign the contract amendments:

- *Approve GTC Deck Concept C to meet existing and short-term needs for MATBUS; and leave open the option to reevaluate Concept B at a future date as conditions change both with MATBUS and parking dynamics downtown.*
- *Approve the additional \$725,000 in needed repair costs (as shown in Table 1) to support the overall GTC remodel, including for both costs related to transit and planning elements of the facility. These costs are estimated to be offset by \$400,000 due to proceeding with GTC Deck Concept C. The original cost estimates considered by the commission in January assumed a layout similar to Concept B. This offset will apply only the transit portion of the project cost shown in Table 2.*
- *An acknowledgement of the continued commitment to maintain the GTC structure in a state of good repair through the deferred maintenance schedule included in Table 3.*

Thank you.



Julie Bommelman
City of Fargo Transit Director
701.476.6737

/enc

For Schedule Information: 701-232-7500



728 East Reason Drive, Suite 101
West Fargo, ND 58078-2650
701 282 5353
KLJENG.COM

July 11, 2019

City Commission
City of Fargo
225 4th Street North
Fargo, ND 58102

Re: Decisions Document to Support Advancement of GTC Design & Construction

Dear Commissioners:

Background

The city of Fargo in cooperation with the Fargo-Moorhead Metropolitan Council of Governments (Metro COG) developed the MATBUS Transit Facility Study to evaluate both short and long-range needs for several existing transit facilities. The Final Report received by the city commission at its January 2, 2019, meeting included a series of recommendations for improvements at the Ground Transportation Center (GTC). At that time the Fargo city commission approved a funding strategy for a generalized set of improvements outlined for the GTC.

Several investments at the GTC were still in the planning phase when presented to the Fargo city commission in January. As the engineering for these improvements has unfolded additional facility related operations and maintenance needs have been identified which were not subject to previous planning level analysis.

The intent of this memorandum is to ensure city commission consent to a series of key decisions to guide the final design and construction of needed improvements. This includes a review of refinements made to previous planning assumptions as well as new investment needs identified through recent facility and site reconnaissance. These improvements are focused on extending the current useful life of the GTC and the underground parking structure for at least an additional 20-years.

System Needs

System needs relating to transit operations were evaluated during the referenced planning study. The planning study developed several modifications to the GTC which are now ready for design. Suggested changes at the GTC are responsive to the following key considerations.



- **Increase Vehicle & Passenger Safety** – Modifications to the GTC deck are needed to improve bus circulation and increase both passenger safety and efficient movement of vehicles through the site. The proposed set of preferred changes to the GTC deck allow for buses to pull straight through the facility without backing up.

The GTC deck modifications are developed in tandem with existing and projected changes along NP Avenue. In coordination with the Engineering Department, concurrence has been developed for future changes to the NP Avenue between 5th Street and 4th Street to improve bus movements and pedestrian conditions. These changes are done in coordination of the future street reconstruction of NP Avenue.

- **Improve Facility Function & Space Utilization** – Several changes and modifications were evaluated as part of the MATBUS Transit Facility Study to the internal components of the GTC. These recommended changes are achieved through a comprehensive remodel and update of several internal components at the GTC. Significant changes are proposed to improve dispatching functions and improved the overall internal layout of the facility.

The remodel at the GTC also allows for the renovation of a former large conference/training room space into a new home for Jefferson Lines. Jefferson Lines has again located its operations out of the GTC and are currently operating in a temporary location. Proposed changes will put them in a permanent location which matches with the overall renovation of the GTC.

- **Accommodate Growth & Expansion** – Proposed changes to the GTC deck allow for the continued growth of MATBUS. The GTC Deck modifications (discussed below) preferred by staff and recommended by the design team would provide for a total capacity of 15 buses on the GTC Deck and by utilizing space on NP Avenue directly in front of the GTC. This capacity is estimated to be adequate to address at least 10 years of projected growth. Options developed allow for the potential expansion of the recommended option to the south if conditions warrant.

The recommended changes to the internal components of the GTC allow for the balance of existing and projected administrative and operational space needs for the next 20-years. Changes at the GTC will allow for the realignment of functional components of MATBUS between the GTC and MTG. Better utilization of the GTC footprint through the proposed remodel extends the available capacity of existing administrative spaces at the Metro Transit Garage (MTG).



GTC Deck Options

The MATBUS Transit Facility Study evaluated a series of potential modifications to the GTC deck to account for existing and projected conditions. The planning study allowed for 4 options to move into the current design phase of the project. Two of the four options considered during the design phase of the project have been dismissed. In coordination with several city departments, two options remain as discussed below and provided in Appendix B.

- **Concept B** – Represents a layout to meet the long range 20-year projection developed as part of the MATBUS Facility Study. Concept B allows for a total capacity of 18 vehicles to operate out of the GTC. City staff has indicated current parking dynamics prevent this option from being implemented at this time. Modifications to the 4th Street parking lot are not ideal at this time given impacts to both parking system revenue and supply.
- **Concept C** – Given the parking limitations noted above, Concept C is the preferred alternative for changes to the GTC deck. It allows for a total of 15 buses to operate out of the GTC. This option meets at least the next 10 years' worth of projected MATBUS fixed route operations. In the long term, Concept C could be expanded to use some of the existing 4th Street parking lot on the south end of the GTC, as shown in Concept B. Expansion to the south would be evaluated as conditions change both with parking needs and MATBUS operations.

Structural Assessment – GTC Underground Parking Garage and Deck

Throughout the life of the facility, the deck and garage have been assessed periodically for repairs and maintenance. The most recent assessments occurred in 2002, 2003, 2004, 2009, 2016, and 2018 all of which resulted in recommendations to repair the facility. The repairs have included concrete overlay replacement, crack sealing, expansion joint replacement, slab sealing (water repellent), replacement of waterproofing, striping, fire suppression repairs, fire alarm repairs, security improvements and safety improvements.

Since MATBUS is in the process of renovating the GTC to accommodate their 20-year growth plan, a condition assessment for the garage and above ground bus parking deck was completed as part of our ongoing scope of work to repair and maintain the deck and underground parking garage at the GTC. The garage is an integral part of the GTC facility and the MATBUS operations as it is the foundation for the entire facility. The purpose of the assessment was to verify the condition of the facility and identify repair and maintenance issues to extend the useful life of the facility.



The assessment was completed by Kimley-Horn and Associates as a subconsultant to KLJ. Their scope of work included review of existing plans/reports available for the facility and site visits (April 1, 18 and 25, 2019) to observe the existing conditions inside the garage, on the bus parking deck, and areas exposed during exploratory construction. The exploratory construction was completed by Key Contracting which allowed Kimley-Horn to review the condition of the post tension (P/T) concrete slab and associated components that make up the bus parking deck that would otherwise remain enclosed/hidden to view.

This additional effort to observe the condition of the P/T slab, tendons and anchors makes the current study unique from previous studies, as the previous studies only observed the surface conditions of the deck and parking garage. Having insight into the condition of the P/T slab, tendons and anchors allows a true assessment and measure of the overall structural integrity of the facility. If corrosion was present in the P/T tendons and anchors, it would not necessarily be visible on the surface of the deck. The presence of corrosion inside the slab, if not corrected, may eventually lead to failure of the P/T anchors, tendons and slab. Investigation of the P/T system has been the missing link in the previous reports to allow a full assessment of the facility. With this having been completed by the current project, the city can be confident that the current recommendations will extend the life of the facility for the next 20-years.

A more detailed summary memorandum of the full report is attached as an appendix to this memorandum. A full copy of the assessment is available for the commission upon request. In conclusion, the overall condition of the parking garage was deemed to be in good condition by Kimley-Horn. However, multiple repairs are necessary to maintain the structural integrity of the facility into the future. It is recommended the following repairs be addressed with the planned improvements to the GTC facility in the upcoming year.

1. Remove and replace the concrete overlay (latex wearing course) with extensive cracks and areas that have debonded from the deck to provide protection of the deck reinforcing from corrosion.
 - a. In areas where the overlay is removed, additional observation should be done to identify potential cracks in the surface of the structural concrete.
2. Replacement and/or repair of the broken tendon and repair concrete beam to maintain structural integrity of the deck if more detailed structural analysis deems necessary.
3. Install new waterproofing and drainage along the perimeter of the garage to protect the horizontal joint between the deck and the foundation wall to maintain structural integrity of the garage.
 - a. When the drain tile and waterproofing are installed, it is recommended all the exposed post tension anchors be reviewed to identify potential areas of concern that may not have been exposed during the exploratory construction included with this assessment.



4. Replace the steel bearing plate at the horizontal joint between the deck and foundation wall to provide adequate support for the deck.
5. Repair the spalled concrete associated with the concrete beam at the perimeter of the deck to provide protection of the steel reinforcing in the beam.
6. Replace the expansion joint around the perimeter of the deck to minimize surface water infiltration along the perimeter of the garage.

Of these items, items 3-6 were included in the current design scope associated with the GTC renovation. However, items 1-2 were not, and are recommended for inclusion in the overall GTC project. These additional costs are shown below in Table 1.

Recently Identified Maintenance and State of Good Repair Investments

The goal of the GTC project is to improve the functionality and safety of the facility while maintaining its useful life throughout the next 20-years. As part of that process of investigative and design efforts on the project, there have been some maintenance and repair items brought forth by buildings and grounds staff which should be considered to support overall condition and state of good repair for the GTC. These additional maintenance items are as follows:

GTC Items:

1. Replace multi-zone HVAC system with packaged rooftop units and associated ductwork modifications
2. Replace pneumatic control system with digital control system
3. Replace boiler pumps

Parking Garage Items:

4. Replace elevator
5. Address corrosion in fire sprinkler system
 - a. KFI recommends adding a nitrogen generation system and further inspection of overall piping system
6. Replace rusted ductwork where required and replace motorized dampers that are inoperable
7. Replace CO detectors with new CO/NO2 detectors and commission system
8. Replace emergency lighting

A summary cost of the items above are listed below in Table 1. Costs are denoted as (P) for planning related costs and (T) for transit related costs.

**Table 1: Recently Identified Maintenance and Repair Items**

Maintenance or Repair Item	Estimated Construction Cost
Replace multi-zone HVAC system with packaged rooftop units and associated ductwork modifications (T)	\$130,000
Replace pneumatic control system with digital control system (T)	\$75,000
Replace boiler pumps (T)	\$5,000
Replace elevator* (P)	\$150,000
Address corrosion in fire sprinkler system (P)	\$32,000
Replace rusted ductwork where required and replace motorized dampers that are inoperable (P)	\$20,000
Replace CO detectors with new CO/NO2 detectors and commission system (P)	\$37,000
Replace emergency lighting (P)	\$5,000
Concrete Overlay Sealing & Replacement (T)	\$85,000
Broken P/T Tendon (T)	\$30,000
Subtotal	\$569,000
20% Contingency	\$113,800
Additional Engineering (T)	\$19,500
Additional Engineering (P)	\$22,700
Total	\$725,000

*Alternate to repair the existing elevator = \$90,000

The costs listed in Table 1 are further separated by facility functional area in Table 2, showing the distribution between departmental cost centers within the city of Fargo.


Table 2 - Costs by Functional Area

Cost by Functional Area	Estimated Construction Cost
Transit Related Costs	\$325,000
Transit Contingency	\$65,000
Transit Engineering	\$19,500
Total Transit	\$409,500
Planning Related Costs	\$244,000
Planning Contingency	\$48,800
Planning Engineering	\$22,700
Total Planning	\$315,500
Total	\$725,000

Useful Life Consideration - Projected Life Span

The current GTC project is intended to extend the useful of the facility for an additional 20-years for the above ground MATBUS related elements of the facility. As part of the previously referenced GTC parking garage condition assessment, Kimley-Horn has also developed a list of deferred maintenance items which are recommended to maintain the integrity of the structure for the next 20-years. These items are shown in Table 3. Per discussions with transit, the current capital improvement plan allocates for regular improvements at 5-year intervals to cover the on-going maintenance. The transit components of these costs are traditionally funded through federal grants with local match.

Table 3 - Deferred Maintenance Schedule

Deferred Maintenance Item	Frequency	Estimated Year for First Scheduled Maintenance**
Water Repellent	10-15 years	2022
Traffic Membrane	5-7 years	2022
Concrete Spalls	10-12 years	2027
Chloride Ion Testing	3 years	2022
Caulk Joints - Rout & Seal Cracks & Control Joints	5-7 years	2027
Epoxy Inject Cracks	10-15 years	2027
Replace Expansion Joints	7-10 years	2027

**Follows current scheduled maintenance for deck as included CIP for Transit



Key Decisions Needed to Support the Proposed Project

To ensure for expeditious and timely completion of final design and bidding documents over the coming weeks and months, staff would kindly request the following decisions from the city commission:

- Approve GTC Deck Concept C to meet existing and short-term needs for MATBUS; and leave open the option to reevaluate Concept B at a future date as conditions changes both with MATBUS and parking dynamics downtown.
- Approve the additional \$725,000 in needed repair costs (as shown in Table 1) to support the overall GTC remodel, including for both costs related to transit and planning elements of the facility. These costs are estimated to be offset by \$400,000 due to proceeding with GTC Deck Concept C. The original cost estimates considered by the commission in January assumed a layout similar to Concept B. This offset will apply only the transit portion of the project cost shown in Table 2.
- An acknowledgement of the continued commitment to maintain the GTC structure in a state of good repair through the deferred maintenance schedule included in Table 3.

If you have any questions, comments or concerns regarding the information presented in this letter, please contact me at 701-241-2317 or cassie.mcnames@kljeng.com.

Sincerely,

KLJ

A handwritten signature in cursive script that reads "Cassie McNames".

Cassie McNames, PE
Project Manager

Project #: 1804-00689

cc: Wade Kilne, Julie Bommelman, Michael Redlinger, Jordan Smith, Matthew Peterson, Nicole Crutchfield, Mark Williams



Appendix A: KLJ Summary of GTC Parking Garage Condition Assessment



728 East Beaton Drive, Suite 101
West Fargo, ND 58078-2650
701 292 5353
KLJENG.COM

June 19, 2019

Ms. Julie Bommelman
Transit Director
City of Fargo
650 23rd Street North
Fargo, ND 58102

Re: GTC Parking Garage Condition Assessment Summary

Dear Ms. Bommelman:

As part of our ongoing scope of work to repair and maintain the underground parking garage at the Ground Transportation Center (GTC) at 502 NP Avenue North in Fargo, ND, our team has completed a condition assessment for the garage and aboveground bus parking deck. The parking garage is an integral part of the GTC facility and the MATBUS operations as it is the foundation for the entire facility. MATBUS is in the process of renovating the GTC to accommodate their 20-year growth plan. The purpose of the parking garage assessment was to verify the condition of the facility and identify repair and maintenance issues to extend the useful life of the facility.

The assessment was completed by Kimley-Horn and Associates as a subconsultant to KLJ. Their scope of work included review of existing plans available for the facility and site visits (April 1, 18 and 25, 2019) to observe the existing conditions inside the garage, on the bus parking deck, and areas exposed during exploratory construction. The exploratory construction was completed by Key Contracting which allowed Kimley-Horn to review the condition of the post tension concrete slab and associated components that make up the bus parking deck that would otherwise remain enclosed/hidden to view. The exploratory areas included removal of the concrete overlay (latex wearing course) on top of the deck to review the surface of the structural concrete and excavation alongside the perimeter of the deck to review the post tension anchorage and joint between the deck and garage walls. A full copy of their report is included in Appendix 1 and an overview summary is provided below. In general, Kimley-Horn's assessment determined the parking garage to be in good condition.

1. The bottom surface of the deck contains cracks, several of which were previously sealed with an epoxy injection. Some of these cracks have effloresced, which is the white residue that appears on the surface of concrete when water is exposed to salt or similar chemicals.
2. Water infiltration was actively observed along one of the concrete beams along the southwest quadrant of the garage. During the exploratory construction, an area of deck was exposed on the top side of the deck at this location to determine if the top side of the deck contained cracks. None were found, but portions of the concrete overlay (non-structural concrete wearing surface) had debonded from the deck near this location.
3. One post-tension tendon (steel cables embedded in the concrete deck for reinforcing) was observed to have broken loose causing spalling (breakout) of the concrete beam in the garage. This was located near the southwest quadrant of the garage. Observation of the tendon did not indicate that it was damaged or corroded. Further investigation of the anchorage points holding the tendons in



place along this beam was completed during the exploratory construction. One anchor point along the west end of the beam did show minimal rust, however, the anchors and tendons appeared to be in good to excellent condition. The assessment concluded this was an isolated incident.

- a. A limited structural analysis was performed in conjunction with the assessment to determine if overloading of the deck may have been a factor in the broken tendon. Assuming the original design of the deck was adequate, the analysis concluded the buses currently utilizing the deck are lighter than the vehicle loading used in the original design. Therefore, it does not appear the tendon was overstressed at the time of failure.
 - b. Since the concrete overlay was not removed along the entire length of the beam, the assessment could not determine if there may have been water infiltrating the beam causing the tendon to corrode.
4. Additional areas adjacent to the garage perimeter were also excavated to provide a thorough assessment of the condition of the post tension anchorage. Excluding some minor rust, all of the anchors exposed and observed were in good to excellent condition.
 5. There is a horizontal joint along the perimeter of the garage where the concrete deck sits on the concrete foundation wall. The deck itself has a concrete beam that extends down to sit on the foundation wall. Water seepage was observed at the joint in several areas, the beam has tipped in towards the garage along the bottom, and deterioration of the concrete was visible. The deterioration in some locations was so severe that portions of concrete had broken off the inside of the beam causing the rebar to be exposed. The rebar and steel bearing plates embedded in the top of the concrete wall at this joint were both corroded. The exterior surface of the horizontal joint between the concrete deck and concrete foundation wall was exposed in multiple locations during the exploratory construction. Some spalling of the concrete beam was evident on the exterior of the garage. However, the exterior surface of the perimeter deck beam was primarily plumb (i.e. tipping of the beam was not evident on the exterior of the garage).
 6. Hairline cracks were observed in the concrete columns supporting the deck, but no significant cracks or spalling was observed.
 7. The concrete slab on grade located on the floor of the garage was in good condition. Previous assessment reports suggested the garage had settled, however, Kimley-Horn suggests only the isolation joints/slabs adjacent to the columns have settled.
 8. The concrete curb along the entrance/exit ramp has settled. Deterioration of the concrete curb has caused the rebar to be exposed.
 9. The expansion joints around the perimeter of the bus parking deck are in very poor condition. In addition, the width of the expansion joint along the south side of the deck is much wider than the rest. It appears the concrete slab and grade along the south side of the garage has settled causing the joint to widen.
 10. The concrete overlay (latex wearing course) placed on top of the deck was sounded (process of tapping a hammer on the surface to identify hollow spots below) at select areas and determined some debonding of the overlay had occurred.

Kimley-Horn's assessment also includes general recommendations for repairs and periodic maintenance to extend the useful life of the parking garage. A summary of their recommendations is provided below.

1. Continue to monitor the cracks on the underside of the deck for water infiltration. Cracks exhibiting leakage should be sealed with epoxy injection to minimize potential for corrosion in the slab reinforcing (rebar and steel tendons).



2. Remove and replace the concrete overlay (latex wearing course) with extensive cracks and areas that have debonded from the deck to provide protection of the deck reinforcing from corrosion.
 - a. In areas where the overlay is removed, additional observation should be done to identify potential cracks in the surface of the structural concrete.
3. Replacement and/or repair of the broken tendon and repair concrete beam to maintain structural integrity of the deck if more detailed structural analysis deems necessary.
4. Install new waterproofing and drainage along the perimeter of the garage to protect the horizontal joint between the deck and the foundation wall to maintain structural integrity of the garage.
 - a. When the drain tile and waterproofing are installed, it is recommended all the exposed post tension anchors be reviewed to identify potential areas of concern that may not have been exposed during the exploratory construction included with this assessment.
5. Replace the steel bearing plate at the horizontal joint between the deck and foundation wall to provide adequate support for the deck.
6. Repair the spalled concrete associated with the concrete beam at the perimeter of the deck to provide protection of the steel reinforcing in the beam.
7. Replace concrete isolation pads adjacent to columns that have settled to prevent tripping hazards and water ponding.
8. Replace the concrete curb along the entrance/exit ramp.
9. Replace the expansion joint around the perimeter of the deck to minimize surface water infiltration along the perimeter of the garage.
10. Regular maintenance, such as inspections and cleaning, should be completed on the structure. A full list of items can be found in Appendix 1.
11. Longer-term maintenance items, such as expansion joint replacement, concrete overlay (wearing course) replacement and crack repair, should be completed every 5-10 years to extend the useful life of the structure as indicated in Kimley-Horn's report included in Appendix 1.

In conclusion, the overall condition of the parking garage was deemed to be in good condition by Kimley-Horn. However, multiple repairs are necessary to maintain the structural integrity of the structure into the future. It is recommended these repairs, specifically items 2-6 and 9, be addressed with the planned improvements to the GTC facility in the upcoming year. In addition, the city should implement an annual and deferred maintenance plan to ensure the longevity of the structure for the next 20 years.

Sincerely,

KLJ

Cassie McNames

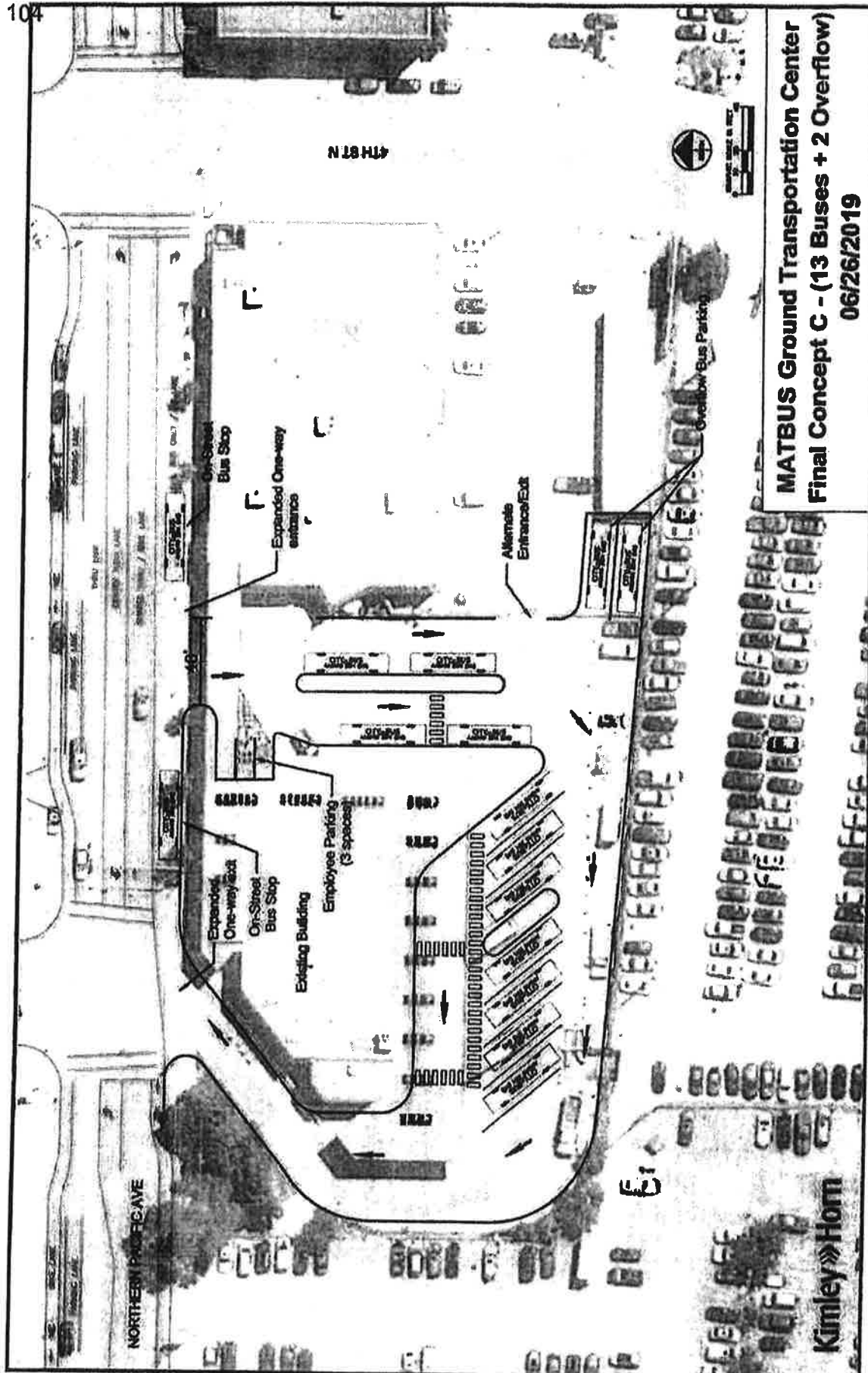
Cassie McNames
Project Manager

Enclosure(s): Appendix 1: Kimley-Horn GTC Parking Garage Condition Assessment
Project #: 1804-00689
cc: Jerry Pertzsch; Mark Williams; Nicole Crutchfield



Appendix B: GTC Deck Layout Concepts





MATBUS Ground Transportation Center
Final Concept C - (13 Buses + 2 Overflow)
06/26/2019

Kimley»Horn

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 1

Background Data

- a. Effective Date of Engineer-Owner Agreement: April 2019
- b. Engineer: Kadmas, Lee & Jackson
- c. Owner: City of Fargo
- d. Project: GTC Underground Parking Facility
- e. This Part of the Project: Revised Scope

Nature of Amendment (check all that apply)

- ☒ Additional services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications to payment to Engineer
- ☒ Modifications to time(s) for rendering Services

Description of Modifications

KLJ's scope of services have been modified as identified in the Exhibit A.1 attached.

Agreement Summary

a. Original agreement amount:	\$155,931.40
b. Net change for prior amendments:	\$0
c. This amendment amount:	\$22,692.98
d. Adjusted Agreement amount:	\$179,624.38

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 16, 2019.

ENGINEER: Kadmas Lee & Jackson, Inc.

OWNER: City of Fargo



By: Mark Anderson

By: Tim Mahoney, MD

Title: Vice President

Title: Mayor

Date Signed: 7/11/19

Date Signed: _____



**Exhibit A.1
Contract Amendment No. 1
July 08, 2019
Architectural/Engineering Services
GTC Underground Parking Facility
GTC Design Bid Build
Fargo, ND**

Engineer's Services

The following modifications have been made to the scope of work included in the original contract between city of Fargo and KLJ dated April 2019.

I. Modified Scope

A. Based on observations made by Kimley-Horn in the structural assessment prepared for the GTC garage and deck on May 13, 2019, it was determined the existing waterproofing on the exterior of the parking garage is in need of replacement. Therefore, installing the drain tile utilizing a trenchless method is no longer feasible. KLJ's scope of work has been modified to account for a traditional installation method which accounts for excavation around the deck perimeter. Breirley's services will no longer be needed and KLJ and Braun Intertec will continue the design of the drain tile system.

1. Braun's services will include the following:

- a. Measure the in-place dry density, moisture content and relative compaction of fill placed for sidewalk, pavement and/or utility support, and of backfill for compliance with the project documents. This includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- b. Sample and test fresh concrete associated with sidewalk, pavement and/or curb-and-gutter for compliance with the project documents and cast test cylinders for laboratory compressive strength testing.
- c. Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents.
- d. Project management, including scheduling of field personnel.
- e. Reviewing test reports and communicating with project team and owner.
- f. Transmit test results to the project team and owner on a weekly basis.

2. Braun's scope assumes the following:

- a. Braun's engineer will perform a design and specification review the project documents to evaluate compliance with their geotechnical evaluation report.
- b. Braun's engineer will visit the site on 4 occasions to view the base of the excavation as each side of the garage is exposed.
- c. Braun's technician will visit the site daily during soils and concrete work for a maximum of 15 hours a week for a maximum of four months.
- d. Braun will perform 6 standard Proctor tests and 6 sieve analysis tests to evaluate conformance to project specifications.



e. Braun will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact their ability to perform the requested services.

II. Added Scope

A. Additional maintenance items requested to be included by buildings and grounds staff on May 2, 2019 which include the following:

1. Replace or repair elevator.
2. Address corrosion in fire sprinkler system; KFI recommends adding a nitrogen generation system and further inspection of overall piping system.
3. Replace rusted ductwork where required and replace motorized dampers that are inoperable.
4. Replace CO detectors with new CO/NO2 detectors and commission system.
5. Replace emergency lighting.

B. Construction documents associated with the additional scope of work as previously described in the original contract.

C. Bidding assistance associated with the additional scope of work as previously described in the original contract.

D. Construction administration associated with the additional scope of work as previously described in the original contract.

E. Team responsibilities:

1. KLJ will be responsible for the project management required to accommodate the additional maintenance items and the design of construction efforts needed to install the drain tile around the perimeter of the garage.
2. Foss Architecture + Interiors (along with their mechanical and electrical engineering consultants) will be responsible for the additional maintenance items described above.
3. Braun Intertec Corporation will provide the material testing for the installation of the drain tile system.

III. Anticipated project schedule will be modified as noted below

Contract Execution/Notice to Proceed	April 2019
Preliminary Design	April - August 2019
Construction Documents	September - December 2019
Bidding Assistance	January - February 2019
Construction Administration	March - September 2020

IV. Fees

A. The fees associated with the items listed above are as follows with the detailed breakdown included on the following page.

1. Modified Scope

a. Drain tile

(\$1,404.44)

Subtotal: (\$1,404.44)

2. Added Scope

a. Additional maintenance items

\$24,007.42

Subtotal: \$24,007.42

Grand Total: \$22,692.98



ENGINEERING FEES

GTC UNDERGROUND PARKING FACILITY - Contract Amendment #1 (July 8, 2019)								
1.	Direct Labor	Hours	X	Rate	=	Project Cost	Total	
	Project Assistant	0	X	24	=	\$ -	\$ -	
	Structural Engineer IV	18	X	58	=	\$ 1,044.00	\$ 1,044.00	
	Structural Engineer II	8	X	33	=	\$ 264.00	\$ 264.00	
	Planner IV	0	X	60	=	\$ -	\$ -	
	Engineer III	30.5	X	45	=	\$ 1,372.50	\$ 1,372.50	
	Engineer I	88	X	31	=	\$ 2,728.00	\$ 2,728.00	
	CADD Tech II	24	X	27	=	\$ 648.00	\$ 648.00	
			X		=	\$ -	\$ -	
	Subtotal				=	\$ 6,056.50	\$ 6,056.50	
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)					185.39%	\$ 11,228.15	
3.	Subcontractor Costs					\$ 3,334.18	\$ 3,334.18	
4.	Materials and Supplies Costs					\$ -	\$ -	
5.	Travel Costs					\$ -	\$ -	
6.	Fixed Fee					12%	\$ 2,074.16	
7.	Miscellaneous Costs					\$ -	\$ -	
	Total Cost				=		\$ 22,692.98	

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 1

Background Data

- a. Effective Date of Engineer-Owner Agreement: April 2019
- b. Engineer: Kadmas, Lee & Jackson
- c. Owner: City of Fargo
- d. Project: GTC Remodel
- e. This Part of the Project: Revised Scope

Nature of Amendment (check all that apply)

- ☒ Additional services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications to payment to Engineer
- ☒ Modifications to time(s) for rendering Services

Description of Modifications

KLJ's scope of services have been modified as identified in the Exhibit A.1 attached.

Agreement Summary

a. Original agreement amount:	\$332,740.08
b. Net change for prior amendments:	\$0
c. This amendment amount:	\$19,471.16
d. Adjusted Agreement amount:	\$352,211.96

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 16, 2019.

ENGINEER: Kadrmas Lee & Jackson, Inc.

OWNER: City of Fargo



By: Mark Anderson

By: Tim Mahoney, MD

Title: Vice President

Title: Mayor

Date Signed: 7/11/19

Date Signed: _____



Exhibit A.1

**Contract Amendment No. 1
July 08, 2019
Architectural/Engineering Services
GTC Remodel
GTC Design Bid Build
Fargo, ND**

Engineer's Services

The following modifications have been made to the scope of work included in the original contract between city of Fargo and KLJ dated April 2019.

- I. **Reduced Scope**
 - A. The GTC deck layout will be modified to reflect Concept C layout prepared by Kimley-Horn on June 26, 2019, such that no modifications will be made to the parking lot to the south.
 - B. Per discussions with the city, the city will be responsible for consulting with the NDDOT and FTA on the class of action for the environmental assessment and document. In addition, the city will prepare environmental documentation.
- II. **Added Scope**
 - A. Deck repairs were deemed necessary in a structural assessment report prepared by Kimley-Horn on May 13, 2019, which included repair of the concrete overlay (cracks and debonded areas) and replacement and/or repair of the broken tendon.
 1. Repairs will be based on the current City of Fargo and North Dakota Department of Transportation Standards.
 2. Site visit to review existing condition of deck (above and below grade) and joints, hammer sounding of cracks and spalling to determine extent of concrete overlay repairs.
 3. The scope associated with repair of the broken tendon will include:
 - a. Analyze existing beam to determine amount of strengthening required, if any.
 - b. Develop repair options.
 4. KLJ has requested the services of Braun Intertec Corporation to perform ground penetrating radar (GPR) to assist with determining the location and depth of reinforcing within the deck slab as it relates to the proposed canopy column locations and new floor penetrations associated with the relocation of the restrooms. This is critical to prevent further damage to the post tensioned tendons in the deck slab.
 - B. Additional maintenance items requested to be included by buildings and grounds staff on May 2, 2019 which include the following:
 1. Replace multi-zone HVAC system with packaged rooftop units and associated ductwork modifications
 2. Replace pneumatic control system with digital control system
 3. Replace boiler pumps
 - C. Construction documents associated with the additional scope of work as previously described in the original contract.
 - D. Bidding assistance associated with the additional scope of work as previously described in the original contract.
 - E. Construction administration associated with the additional scope of work as previously described in the original contract.



F. Team responsibilities:

1. KLJ will be responsible for the concrete overlay repairs and structural modifications required to accommodate the additional maintenance items.
2. Kimley-Horn will be responsible for the repairs associated with the broken tendon.
3. Foss Architecture + Interiors (along with their mechanical and electrical engineering consultants) will be responsible for the additional maintenance items described above.
4. Braun Intertec Corporation will provide the GPR testing for the project.

III. Anticipated project schedule will be modified as noted below

Contract Execution/Notice to Proceed	April 2019
Preliminary Design	April - July 2019
Construction Documents	August - October 2019
Bidding Assistance.....	October - November 2019
Construction Administration.....	December 2019 - August 2020

IV. Fees

A. The fees associated with the items listed above are as follows with the detailed breakdown included on the following page.

1. Reduced Scope

a. Modified deck layout	(\$17,937.15)
b. Eliminate environmental documentation	<u>(\$8,809.19)</u>
Subtotal:	(\$26,746.34)

2. Added Scope

a. Deck repairs	\$25,636.63
b. Additional maintenance items	<u>\$20,580.87</u>
Subtotal:	\$46,217.50
Grand Total:	\$19,471.16

KLJ

ENGINEERING FEES

GTC REMODEL - Contract Amendment #1 (July 8, 2019)						
1.	Direct Labor	Hours	X	Rate	=	Project Cost
	Project Assistant	12	X	24	=	\$ 288.00
	Structural Engineer IV	22	X	58	=	\$ 1,276.00
	Structural Engineer III	20	X	43	=	\$ 860.00
	Structural Engineer II	20	X	33	=	\$ 660.00
	Environmental Planner II	-80	X	30	=	\$ (2,400.00)
	Planner IV	-4	X	60	=	\$ (240.00)
	Engineer III	0	X	45	=	\$ -
	CADD Tech II	24	X	27	=	\$ 648.00
	Surveyor IV-PM	0	X	55	=	\$ -
	Surveyor IV	0	X	44	=	\$ -
	Surveyor II	0	X	30	=	\$ -
	Surveyor I	0	X	26	=	\$ -
			X		=	\$ -
	Subtotal				=	\$ 1,092.00
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)					185.39% \$ 2,024.46
3.	Subcontractor Costs					\$ 15,980.73
4.	Materials and Supplies Costs					\$ -
5.	Travel Costs					\$ -
6.	Fixed Fee					12% \$ 373.98
7.	Miscellaneous Costs					\$ -
	Total Cost				=	\$ 19,471.16

Attachment B:

**KLJ, Inc. Ground Transportation Center (GTC) Remodel, Jefferson, GTC
Underground Project Memo – Recommendation of Award with Bid
Pricing**



January 22, 2020

Julie Bommelman
Transit Director
City of Fargo
650 23rd Street North
Fargo, ND 58102

Re: Recommendation of Award for GTC Jefferson (F19011), GTC Remodel (F18006), and GTC Underground (BP0041)

Bids on the referenced project were opened on January 15, 2020. A total of 3 bids for general construction, 2 bids for mechanical construction, and 3 bids for electrical construction were received for the Division 2 - Multiple Prime Contract. No bids were received for the Division 1 - Single Prime Contract. In addition, no bids were rejected. The bids were reviewed for accuracy and 1 discrepancy was found. It appears Rickard Electric, Inc, one of the electrical bidders, transposed their bids for the GTC Remodel and GTC Jefferson items. In addition, KLJ was notified by Gast General Contractors, the apparent low general bidder, they had inadvertently placed \$13,340 in the line item amount for the GTC Underground (BP0041) that should have been included in the GTC Remodel (F18006) project. Both of these errors have been updated in the final tabulation of bids attached. All bids appear to be responsive.

Bidders were provided 48-hours after the bid opening to submit the Disadvantage Business Enterprise (DBE) and Good Faith Efforts (GFE) documentation, all of which was received within the allotted timeframe. The three apparent low bidders also provided the proper bid requirements for Buy American documentation, Debarment or Suspension Certificate, Certificate of Restriction of Lobbying and Non-Collusion Affidavit form. KLJ reviewed these documents and believes the three low bidders to be responsive to requirements set forth in the Project Manual.

The apparent low bidders submitting a bid are listed below for the three separate prime contracts.

Division 2 – Multiple Prime Bidder	Contract	Base Bid
Gast Construction Company, Inc.	General	\$1,735,800.00
Valley Service Mechanical	Mechanical	\$484,431.00
Rick Electric, Inc.	Electrical	\$182,900.00
Total Base Bid		\$2,403,131.00
Engineer's Opinion of Cost		\$2,600,884.48

As bid, the total base bid construction costs are nearly \$200,000, or 6%, less than the engineer's opinion of cost.



KLJ has reviewed the information supplied by the bidders and recommends the Owner determine all three low bidders are responsible if the Owner determines that the bidders' GFE efforts were reasonable. The DBE goal for this project is 1.25 percent. None of the three apparent low bidders committed to DBE participation, but each did provide GFE documentation. It should be noted that the second low bidder for the general construction, TF Powers Construction, did commit to providing DBE participation of \$80,100, which exceeds the DBE goal for the project. Also refer to 49 CFR 26.53(a) which states an owner may award the contract to a bidder/offer whom does not meet the DBE requirements, but has "made good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so." In addition, "you must not deny award of the contract on the basis that the bidder/offeror failed to meet the goal". Additional information can be found in Appendix A of 49 CFR. In this appendix it is noted "mere pro forma efforts are not good faith efforts to meet the DBE contract requirements". Additionally, "when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal."

KLJ also completed a check on the GSA SAMs website for the contractors who submitted bids on the project and found none of them to fall within the exclusion list. In addition, KLJ has reached out to each of the apparent low bidders to notify them that they (and any subcontractor they are utilizing with a contract amount of \$25,000 or above) must be registered with GSA SAMs prior to issuing a contract as per instruction from Becky Hanson with NDDOT. The documentation that could be obtained from our SAMs search at the time this letter was drafted is attached. Both Gast Construction Company, Inc. and Rick Electric, Inc. are registered with SAMs.

There were three alternates bid with the GTC Remodel (F18006) project. The bid provided by the apparent low bidder, Gast General Contractors, is as follows:

Alternate No.	Bid Price
Alt. No. 1 – Modify bus parking layout	\$94,800.00
Alt. No. 2 – Remove and install new fence/gate between GTC and Municipal Court	\$40,000.00
Alt. No. 3 – Additional deck repairs	\$161,500.00
Total Alternates	\$269,300.00
Engineer's Opinion of Cost	\$242,070.00

It is our understanding the total budget for this portion of the project, F18006, is \$2,340,000.00. This includes engineering, construction, and owner supplied furniture. With the base bid and the alternates, the estimated total project, F18006, cost equates to \$2,223,658.92 (without contingency). Therefore, you would have enough funds available to support the award of all three alternates listed above.



Based upon tabulation of the apparent low bid, the following is a revised estimate of total project cost including a 10 percent contingency:

Construction Cost, including alternates	\$2,699,431.00
<i>Other Costs</i>	
A / E Fees	\$501,046.05
Owner Supplied Furniture	\$89,195.68
10% Contingency	\$269,943.10
Total Estimated Project Cost w/ Contingency	\$3,559,615.83
Engineer's Opinion of Cost	\$3,433,196.22

We are attaching three (3) sets of the *Notice of Award* for your approval. Please date (top of the document), sign and return all three (3) sets to our office. We will send them to the successful bidders for their signature and then return a copy to you for your records.

If you have any questions, please contact our office.

Sincerely,

Kadrmas, Lee & Jackson, Inc.

A handwritten signature in cursive script that reads 'Cassie McNames'.

Cassie McNames, PE
Project Manager

Project No.: 1804-00689, 1904-00485, 1904-00486

Copy To: Nicole Crutchfield, Michael Redlinger, James Gilmour, Becky Hanson, Kent Costin, Brock Morrison

Enclosure(s): (1) Bid tabulation, (3) SAMs check results, (3) Notice to Award



Bid Opening January 15, 2020 @ 11:30am
 GTC Jefferson (F19011), GTC Remodel (F18006), GTC Underground (BP0041)
 City of Fargo

Bidder Name	Adknowledge Affidavit	Contractor's License	Bid Bond	DBE Firm Affirmation	DBE Firm Affirmation	Certificate of Good Faith Efforts	Buy American Certification	Debarment or Suspension Certificate	Certificate of Restriction of Lobbying	Non-Collusion Affidavit Form	Bid Item	Division 1: Single Prime	Division 2: Multiple Primes		
													General	Mechanical	Electrical
East Construction Company	X	X	X	X	X	X	X	X	X	X	GTC Remodel	\$ 0.00	\$ 1,018,940.00	\$ 0.00	\$ 0.00
											GTC Jefferson	\$ 0.00	\$ 63,100.00	\$ 0.00	\$ 0.00
											GTC Underground	\$ 0.00	\$ 654,650.00	\$ 0.00	\$ 0.00
											Base Bid Total	\$ 0.00	\$ 1,735,690.00	\$ 0.00	\$ 0.00
											Alt No. 1	\$ 0.00	\$ 94,800.00	\$ 0.00	\$ 0.00
											Alt No. 2	\$ 0.00	\$ 40,900.00	\$ 0.00	\$ 0.00
											Alt No. 3	\$ 0.00	\$ 141,500.00	\$ 0.00	\$ 0.00
											GTC Remodel	\$ 0.00	\$ 861,000.00	\$ 0.00	\$ 0.00
											GTC Jefferson	\$ 0.00	\$ 51,000.00	\$ 0.00	\$ 0.00
											GTC Underground	\$ 0.00	\$ 926,000.00	\$ 0.00	\$ 0.00
TF Powers Construction	X	X	X	X	X	X	X	X	X	X	Base Bid Total	\$ 0.00	\$ 1,838,000.00	\$ 0.00	\$ 0.00
											Alt No. 1	\$ 0.00	\$ 69,000.00	\$ 0.00	\$ 0.00
											Alt No. 2	\$ 0.00	\$ 38,800.00	\$ 0.00	\$ 0.00
											Alt No. 3	\$ 0.00	\$ 153,000.00	\$ 0.00	\$ 0.00
											GTC Remodel	\$ 0.00	\$ 1,345,000.00	\$ 0.00	\$ 0.00
											GTC Jefferson	\$ 0.00	\$ 65,000.00	\$ 0.00	\$ 0.00
											GTC Underground	\$ 0.00	\$ 705,000.00	\$ 0.00	\$ 0.00
											Base Bid Total	\$ 0.00	\$ 2,115,000.00	\$ 0.00	\$ 0.00
											Alt No. 1	\$ 0.00	\$ 457,000.00	\$ 0.00	\$ 0.00
											Alt No. 2	\$ 0.00	\$ 46,000.00	\$ 0.00	\$ 0.00
JCS, Inc.	X	X	X	X	X	X	X	X	X	X	Base Bid Total	\$ 0.00	\$ 281,000.00	\$ 0.00	\$ 0.00
											Alt No. 3	\$ 0.00	\$ 281,000.00	\$ 0.00	\$ 0.00
											GTC Remodel	\$ 0.00	\$ 0.00	\$ 352,412.00	\$ 0.00
											GTC Jefferson	\$ 0.00	\$ 0.00	\$ 125,291.00	\$ 0.00
											GTC Underground	\$ 0.00	\$ 0.00	\$ 484,431.00	\$ 0.00
											Base Bid Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 2	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 3	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											GTC Remodel	\$ 0.00	\$ 0.00	\$ 447,700.00	\$ 0.00
Valley Service Mechanical	X	X	X	X	X	X	X	X	X	X	GTC Jefferson	\$ 0.00	\$ 0.00	\$ 6,540.00	\$ 0.00
											GTC Underground	\$ 0.00	\$ 0.00	\$ 111,082.00	\$ 0.00
											Base Bid Total	\$ 0.00	\$ 0.00	\$ 567,432.00	\$ 0.00
											Alt No. 1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 2	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 3	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											GTC Remodel	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 2	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 3	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											GTC Jefferson	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Robert Cobb & Sons	X	X	X	X	X	X	X	X	X	X	Base Bid Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 2	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 3	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											GTC Remodel	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											GTC Jefferson	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											GTC Underground	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Base Bid Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 2	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
DJP Electric	X	X	X	X	X	X	X	X	X	X	Base Bid Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 3	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											GTC Remodel	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											GTC Jefferson	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											GTC Underground	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Base Bid Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 2	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 3	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											GTC Remodel	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Richard Electric, Inc.	X	X	X	X	X	X	X	X	X	X	Base Bid Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 3	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											GTC Remodel	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											GTC Jefferson	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											GTC Underground	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Base Bid Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 2	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											Alt No. 3	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
											GTC Remodel	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00



Bid Opening January 15, 2020 @ 11:30am
GTC Jefferson (F19011), GTC Remodel (F18006), GTC Underground (BFD041)
City of Fargo

Bidder Name	Acknowledge Addenda	Contractor's License	Bid Bond	DBE Form A	DBE Form B	Certificate of Good Faith Efforts	Buy American Certification	Debarment or Suspension Certificate	Certificate of Restoration of Lobbying	Non-Collusion Affidavit Form	Bid Item	Division 1: Single Phase		Division 2: Multiple Phases				
												General	Mechanical	Electrical				
BIDDER HAS 48-HOURS FROM BID OPENING TO SUBMIT FORMS																		
Bick Electric	#1	#2																
Received files 1/14/2020 at 3:24pm																		
Apparent Low Bid (Base Bid)												0.00	1,735,800.00	5	484,431.00	5	182,900.00	
Engineer's Opinion of Cost (Base Bid)												2,400,833.00	1,859,045.00	5	576,430.00	5	225,900.00	

TRUE TABULATION OF BIDS
Kadmas, Lee & Jackson
Lee Kadmas
Information submitted by bidders after bid opening
Bids corrected by Engineer

Bids Received: 8
Bids Rejected: 0
Bids Withdrawn: 0

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 031874910

ENTITY	Gast Construction Company, Inc.	Status: Active
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DUNS: 031874910	+4:	CAGE Code: 34DM7	DoDAAC:
-----------------	-----	------------------	---------

Expiration Date: 02/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
-----------------------------	---------------------------	-----------------------------

Address: 1722 17th Ave N

City: Wahpeton

ZIP Code: 58075-3109

State/Province: NORTH DAKOTA

Country: UNITED STATES

SAM Search Results
List of records matching your search for :

Search Term : Rick Electric, Inc*
Record Status: Active, Inactive

ENTITY	RICK ELECTRIC, INC.	Status: Active
DUNS: 022961411	+4:	CAGE Code: 0MGF7 DoDAAC:
Expiration Date: 04/02/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3010 24TH AVE S City: MOORHEAD ZIP Code: 56560-5933	State/Province: MINNESOTA Country: UNITED STATES	

ENTITY	RICK STRETZ ELECTRIC, INC.	Status: Inactive
DUNS: 826986874	+4:	CAGE Code: 53UT0 DoDAAC:
Expiration Date: 06/24/2014	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 901 NORTHVIEW CIR City: YREKA ZIP Code: 96097-2139	State/Province: CALIFORNIA Country: UNITED STATES	

SAM Search Results
List of records matching your search for :

Search Term : Valley Service Mechanical, LLC*
Record Status: Active, Inactive

No Search Results

Notice of Award

Date: January 27, 2020

Project: Jefferson (F19011), GTC Remodel (F18006), GTC Underground (BP0041)

Owner: City of Fargo

Owner's Contract No.: F18006,
F19001, BP0041

Contract: General Construction

Engineer's Project No.: 1804-00689,
1904-00485, 1904-00486

Bidder: Gast Construction Company, Inc.

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*3410 39th Street SW

Fargo, ND 58104

You are notified that your Bid dated January 15, 2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for General Construction for GTC Jefferson, GTC Remodel and GTC Underground (base bid) plus alternates 1, 2 and 3.

The Contract Price of your Contract is two million, thirty-two thousand, one hundred dollars (\$2,032,100).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

2 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [10] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.

2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).

3. Other conditions precedent:

Deliver the performance bond, payment bond, and certificate of insurance prior to issuance of notice to proceed.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Timothy J. Mahoney

Owner

By: _____

Authorized Signature

Mayor, City of Fargo

Title

Copy to Engineer

Notice of AwardDate: January 27, 2020Project: Jefferson (F19011), GTC Remodel (F18006), GTC Underground (BP0041)Owner: City of FargoOwner's Contract No.: F18006,
F19001, BP0041Contract: Electrical ConstructionEngineer's Project No.: 1804-00689,
1904-00485, 1904-00486Bidder: Rick Electric, Inc.Bidder's Address: [send Notice of Award Certified Mail, Return Receipt Requested]PO Box 159Moorhead, MN 56561-0159

You are notified that your Bid dated January 15, 2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Electrical Construction for GTC Jefferson, GTC Remodel and GTC Underground.

The Contract Price of your Contract is one hundred eight-two thousand, nine hundred dollars (\$182,900.00).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

2 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [10] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Deliver the performance bond, payment bond, and certificate of insurance prior to issuance of notice to proceed.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Timothy J. Mahoney

Owner

By: _____
Authorized Signature

Mayor, City of Fargo

Title

Copy to Engineer

Notice of AwardDate: January 27, 2020Project: Jefferson (F19011), GTC Remodel (F18006), GTC Underground (BP0041)Owner: City of FargoOwner's Contract No.: F18006,
F19001, BP0041Contract: Mechanical ConstructionEngineer's Project No.: 1804-00689,
1904-00485, 1904-00486Bidder: Valley Service Mechanical, LLCBidder's Address: [send Notice of Award Certified Mail, Return Receipt Requested]824 Paige DriveFargo, ND 58103

You are notified that your Bid dated January 15, 2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Mechanical Construction for GTC Jefferson, GTC Remodel and GTC Underground.

The Contract Price of your Contract is four hundred eight-four thousand, four hundred and thirty-one dollars (\$484,431.00).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

2 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 10 days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Deliver a SAMs certification of registration, performance bond, payment bond, and certificate of insurance prior to issuance of notice to proceed.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Timothy J. MahoneyOwner

By: _____

Authorized SignatureMayor, City of FargoTitle

Copy to Engineer

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(21)

Improvement District No. BN-19-F1

Type: Change Order #3

Location: Eagle Valley 3rd Addition

Date of Hearing: 1/21/2020

RoutingDate

City Commission

1/27/2020

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding Change Order #3 in the amount of \$26,609.00, bringing the total contract amount to \$1,493,174.70, for additional fill required to meet FEMA elevation requirements.

Staff is recommending approval of Change Order #3.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #3 to Northern Improvement Co.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$26,609.00, bringing the total contract amount to \$1,493,174.70 to Northern Improvement Co.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Cass Rural WUD Funds & Special Assessments

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes No

N/AN/AN/ACOMMITTEE

Present Yes No Unanimous

✓

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

✓ ✓ ✓

Ryan Erickson

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Engineer
Date: January 15, 2020
Re: Improvement District No. BN-19-F1 – Change Order #3

Background:

Improvement District No. BN-19-F1 is for the new construction of underground utilities, asphalt pavement, street lights and incidentals in Eagle Valley Third Addition.

Northern Improvement Company is the Contractor for this project.

The proposed LOMR lot elevations included in the bid documents for Eagle Valley 3rd Addition were lower than the FEMA 41' LOMR elevation requirements. As a result, the LOMR paperwork submitted to FEMA for approval was rejected and required additional fill to raise the lots to the correct elevation. The Developer agreed to cover all cost associated with adjustment to the lot elevations less the clay fill required. The clay fill is justified as a project cost because it would have been included in the original bid if the proposed elevation met FEMA requirements. The additional clay quantity of 2,419 CY's at original "Fill -Contractor Supply" bid price of \$11.00/CY amount to a cost of \$26,609.00.

Recommended Motion:

Approve Change Order #3 in the amount of \$26,609.00 to Northern Improvement Company.

JTL/klb
Attachments



MBN
MECHANICAL • ELECTRICAL • CIVIL
500 7TH ST. N
FARGO, ND 58102
PHONE: 701.478.6236
FAX: 701.478.5240



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Improvement District No	BN-19-F1	Change Order No	3
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb & Gutter, Asphalt Pavement & In		
Date Entered	1/15/2020	For	Northern Improvement Co

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Change Order # 3 - Additional LOMR Fill

The proposed LOMR lot elevations included in the bid documents for Eagle Valley 3rd Addition were lower than the FEMA 41' LOMR elevation requirements. In result, the LOMR paperwork submitted to FEMA for approval was rejected and required additional fill to raise the lots to the correct elevation. The Developer agreed to cover all cost associated with adjustment to the lot elevations less the clay fill required. The clay fill is justified as a project cost because it would have been included in the original bid if the proposed elevation met FEMA requirements.

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 (\$)
LOMR-F	80	Fill - Contractor Supply	CY	7,620.00	0.00	7,620.00	2,419.00	10,039.00	11.00	26,609.00
									LOMR-F Sub Total (\$)	
										26,609.00

Summary

Source Of Funding Special Assessments

Net Amount Change Order # 3 (\$)	26,609.00
Previous Change Orders (\$)	9,324.55
Original Contract Amount (\$)	1,457,241.15
Total Contract Amount (\$)	1,493,174.70

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	10/16/2019	Current Final Completion Date	09/27/2019	Additional Days Substantial Completion	0.00	Additional Days Final Completion	0.00	New Substantial Completion Date	10/16/2019	New Final Completion Date	09/27/2019
-------------------------------------	------------	-------------------------------	------------	--	------	----------------------------------	------	---------------------------------	------------	---------------------------	------------

Description

APPROVED

APPROVED DATE



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor

Title

[Signature]
Project Manager

Department Head

Mayor

Attest

[Signature]

1/22/2020

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(22)

Improvement District No. BR-18-A1

Type: Change Orders #12 - #14

Location: Main Ave, 2nd St - Broadway

Date of Hearing: 1/21/2020

RoutingDate

City Commission

1/27/2020

PWPEC File

X

Project File

Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, related to Change Orders #12 - #14 submitted by the NDDOT for the reconstruction of Main Avenue from 2nd Street to Broadway.

Change Orders #12 & #13 are non-participating Change Orders for the repair of the existing irrigation system in the amount of \$3,254.78 and for coring the sidewalk in the amount of \$4,939.22.

Change Order #14 is a participating Change Order for clearing and grubbing overgrown brush, removing buried concrete, widening the planned sidewalk for sign anchoring, installing fiber rolls, and adding flexible delineators. The total cost for this Change Order is \$3,307.32. The City's share of these participating items is 10% or \$330.73.

Staff is recommending approval of Change Orders #12 - #14 in the amount of \$18,012.41.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Orders #12 - #14.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Orders #12 - #14 in the amount of \$18,012.41.

PROJECT FINANCING INFORMATION:

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

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
Letter of Credit required (per policy approved 5-28-13)

Yes	No
N/A	
N/A	
N/A	

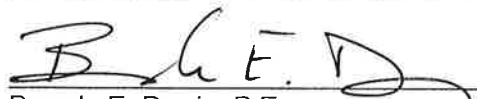
COMMITTEE

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"/>	
<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 type="checkbox"/>	<input 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: January 20, 2020
Re: Improvement District No. BR-18-A1 – Change Orders #12, #13 & #14

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 #12 – Non-participating Change Order for:

- The repair of the existing irrigation system in the NE corner of Broadway and Main Ave. for \$6,511.09.
- The relocation and refurbishing of the existing parking lot sign in the City owned parking lot in the NE corner of Broadway and Main Ave. for \$3,254.78.

The total cost of Change Orders #12 is \$9,765.87, which is a non-participating project cost.

Change Order #13 – Non-participating Change Order for:

- Coring the sidewalk for hydrant markers for \$1,167.04.
- Traffic signal cabinet upgrades for \$3,772.18.

The total cost of Change Order #13 is \$4,939.22, which is a non-participating project cost.

Change Order #14 – Participating Change Order for:

- Clearing and grubbing overgrown brush in the NE quadrant of Main Ave. and 2nd St. for \$825.00.
- Removing buried concrete under the north sidewalk from sta. 2130+00 to sta. 2130+50 for \$237.12.
- Widen the planned sidewalk on the west side of Broadway South for sign anchoring from sta. 2119+07 to 2119+81 for \$177.84.
- Install fiber rolls in the NW quadrant of Main Ave. and 2nd St. for \$279.75.
- Upgrade the driveway rebar from No. 3 rebar to No. 4 rebar for \$789.36.
- Add flexible delineators-Type D at the start of each raised concrete median at Main Ave. and 2nd St. for \$998.25.

The total cost of Change Order #14 is \$3,307.32, which is a participating project cost. The City's share of these participating items is 10% or \$330.73.

Recommended Motion:

Approve Change Orders #12, #13, & #14 in the amount of \$18,012.41, for Improvement District No. BR-18-A1.

RJL/klb
Attachment

C: Thomas Knakmuhs

North Dakota Department of Transportation

Change Order

Change Order No: 12

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

PCN: 22352

SubProject: 3 CITY WATERMAIN, SANITARY SEWER, AND LANDSC. 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: 01/13/2020

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
NON-PARTICIPATING (FARGO CITY FUNDS)								
724	1025	UNDERGROUND IRRIGATION SYSTEM	L SUM	0.00	1.00	6,511.090	6,511.09	
754	597	Reset Sign and Support	L SUM	0.00	1.00	3,254.780	3,254.78	
Net Increase or Decrease to Date				41,582.56	Part	71,616.47	Non-Part	TOTALS
							9,765.87	NON-PARTICIPATING
							9,765.87	PARTICIPATING

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

Classification

Change Approved In Field by P.E.

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.

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 12
CPU-NHU-8-010(043)940**

724 1025 Underground Irrigation System

Upon a request from the City Auditor's Office near the completion of the reconstruction of the Main Ave and Broadway intersection, representatives from the City of Fargo Engineering Department instructed the contractor to repair the existing irrigation system on the north side of this intersection. There is no irrigation work shown in the plans, and the original request from the City at the start of the project was to cap the mainline irrigation pipe in the NE corner of the intersection so that it can be added onto in the future. Because of the original request, the contractor took no care to salvage the buried components during underground installation in the intersection, and the irrigation pipes were no longer intact. The work that needed to be done to get the system operational included boring a 2" carrier conduit beneath Broadway near the north construction limits, installing valve boxes at both ends of this conduit, and locating and repairing damaged sections of pipe and wire at various locations.

The contractor was also instructed to install new 2" conduits along the north side of Main Ave, east of 2nd St to aid in the future reestablishment of the irrigation system between 2nd St and the Red River as shown in the attached layout. This work was done in advance of sidewalk construction and will allow for the irrigation system to be reestablished without having to tunnel beneath or remove and replace sections of sidewalk in the future.

The contractor submitted 3 separate invoices (attached) for a total Lump Sum cost of \$6,511.09 to complete this work. This price also includes allowable mark-ups given in Sections 109.03 E.2, 3, and 5 of the Standard Specifications.

754 597 Reset Sign and Support

The existing Contract Parking sign at Sta 2122+11 Lt for the adjacent City-owned parking lot east of Broadway is designated on Sect.110 Sheet 12 to remain in place. This sign will be located in a narrow planting bed that is to be constructed as part of this project if left at its current location. After further observation, representatives from the City of Planning and Engineering Departments requested that this sign be moved approximately 60' west to Sta 2121+50 where there is more separation between the sidewalk and parking lot, as shown on the attached plan sheet. It was also requested that the support for this sign be replaced due to the appearance of rust throughout. The contractor was instructed to complete this work and submitted a price of \$3,254.78. This price is based on the attached invoices for the concrete for the new foundation; materials, surface preparation, and painting of the new support; and the costs of labor and equipment to remove and reset the sign. This price also includes the allowable mark-ups given in Sections 109.03 E.2 & 3 of the Standard Specifications.

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

Date 9/17/19

Job # DOT 1

Description

Install 2" conduit for future irrigation pipe under sidewalk in Phase I

Employee	Rate	x Hours		Amount	Equipment	Rate	x Hours		Amount
Lance Christie	\$43.60	2.5	reg	\$109.00	T770 Skidsteer	\$44.44	2.5		\$111.10

subtotal

\$109.00

Total Equipment

\$111.10

+ 70% profit & overhead

\$76.30

Total Labor

\$185.30

	Material/Subs	Cost	Qty		Amount
-	2" Sch40 Pipe	\$0.89	220	ft	\$195.80
-	Cement	\$25.11	1	ea	\$25.11
-					
-					
-					

subtotal

\$220.91

+ 15% profit & overhead

\$33.14

Total Material

\$254.05

Total

\$550.45

Turf Tamers LLC.

PO Box 9435
PO Box 9435

INVOICE

Phone # 701-356-2990

turftamersfargo@gmail.com

Date	Invoice #
9/21/2019	22259

Bill To
Dakota Underground 4001 15th Ave NW Fargo, ND 58102

Turftamersfargo.com

Terms	Project
Due on receipt	

Quantity	Description	U/M	Rate	Serviced	Amount
2	Service repair on existing sprinkler system. Trying to locate the mainline irrigation for Broadway and Main.		70.00	8/7/2019	140.00
1	Use of wire locator to find buried wires and valves		70.00	8/7/2019	70.00
30	4 SDR21 CL200 PVC BE PIPE		5.85		175.50
2	12 JUMBO PVB Valve Box Black With Green LID		61.63		123.26
6	Service repair on existing sprinkler system.		70.00	8/8/2019	420.00
7	Service repair on existing sprinkler system.		70.00	8/9/2019	490.00
<p>The scope of this work was to find the mainline irrigation system. We were able to diagnose that the mainline comes out of the hotbox, tee's and goes north on the East side of Broadway. We capped the mainline where it was cut, put a valve box on both sides of Broadway where the bore pipe crosses. We also connected the sleeve under the Depot parking lot entrance ramp on the East side. We tested the system and determined that it was connected and working. We advised the City of Fargo, as well as BID office.</p> <p>Any questions please contact.</p> <p>Mike Svalessen 701-388-1474</p>					

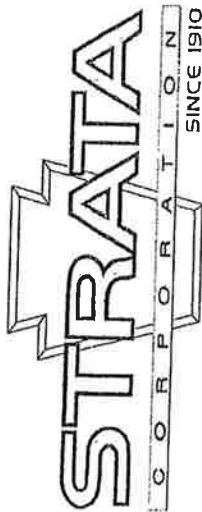
Thank you for choosing Turf Tamers to service your needs!

Total	\$1,418.76
--------------	------------

\$1,418.76 + 10% Prime Contractor Markup per Spec. 109.03 E.5 = \$1,560.64

Payments/Credits	\$0.00
-------------------------	--------

Customer Total Balance	\$365,596.92
-------------------------------	--------------



STRATA CORPORATION
PO BOX 13500
GRAND FORKS, ND 58208-3500
(701) 746-7491

INVOICE NO.	55923
INVOICE DATE	09/25/2019
PAGE NO.	1

*** DIVISIONS ***
AGGREGATE - CONSTRUCTION
READY-MIXED CONCRETE - TRANSPORTATION

S
H
I
P
T
O
DAKOTA UNDERGROUND
ATTN: BOB NELSON
4001 15TH AVENUE E
FARGO ND 58102-1490

S
H
I
P
T
O
DAKOTA UNDERGROUND
ATTN: BOB NELSON
4001 15TH AVENUE E
FARGO ND 58102-1490

CUSTOMER NO.	WH	SM	TICKET	P.O. NUMBER	TERMS	JOB NUMBER	F.O.B.
23081	DF		0			2196027/6424	
ITEM NUMBER	WH	DESCRIPTION	QUANTITY	U/M	PRICE	AMOUNT	
MISC		ORDER DATE 09/25/2019 TICKET# 000000000000					
		LABOR AND MATERIAL	1.00	LS	4000.000	4000.00	

MAIN AVENUE
BORING 2" CONDUIT FOR
CITY IRRIGATION UNDER
BROADWAY
QUOTED \$4,000 ON 8/7/19

\$4,000.00 + 10% Prime Contractor Markup per Spec. 109.03 E.5 = \$4,400.00

TAX: .00	
<p>REMIT TO: STRATA CORPORATION * PO BOX 13500 * GRAND FORKS, ND 58208-3500</p>	<p>PAY THIS AMOUNT 4000.00</p>

All invoices shall be due and payable from the date of the invoice. A Late Payment Charge of one and one-half percent (1-1/2%) per month, which is an ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%), will be charged on all amounts not paid within thirty (30) days from the date of the invoice. A \$30.00 service charge will be charged to Customer on all Returned Checks.

Page 164
Date

Job # DOT 1

Description

Remove, refurbish and reinstall Fargo Parking Lot sign

Employee	Rate	x Hours		Amount
Robert Staiger	\$28.90	8	reg	\$231.20
Brant Hagen	\$40.90	3.5	reg	\$143.15
Dave Johnson	\$25.00	8	reg	\$200.00
Ryan O'Neill	\$33.90	8	reg	\$271.20

Equipment	Rate	x Hours	Amount
Pickup	\$23.72	8	\$189.76
Flatbed Truck	\$31.84	6	\$191.04

subtotal \$845.55
+ 70% profit & overhead \$591.89

Total Labor

Total Equipment \$380.80

\$1,437.44

Material/Subs	Cost	Qty		Amount
- Strata Inv	\$122.02	1	ls	\$122.02
- West Side Steel Inv	\$311.15	1	ls	\$311.15
- Custom Truck Sign	\$816.00	1	ls	\$816.00
-				
-				
-				

subtotal

\$1,249.17

+ 15% profit & overhead

\$187.38

Total Material \$1,436.55

Total \$3,254.78

North Dakota Department of Transportation

Change Order

Change Order No: 13

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

PCN: 22352

SubProject: 3 CITY WATERMAIN, SANITARY SEWER, AND LANDSC. County: Cass

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

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

Original Contract Amount:
\$10,295,720.11

Date Created: 01/13/2020

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
NON-PARTICIPATING (FARGO CITY FUNDS)								
724	428	Install Hydrant Marker	L SUM	0.00	1.00	1,167.040	1,167.04	
772	2991	Signal Cabinet Upgrades	EA	0.00	2.00	1,886.090	3,772.18	
Net Increase or Decrease to Date				41,582.56	Part	76,555.69	Non-Part TOTALS	4,939.22
NON-PARTICIPATING								4,939.22
PARTICIPATING								

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


Classification

Change Approved In Field by P.E.

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.

 DAKOTA UNDERGROUND 1/13/2020
CONTRACTOR 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 13
CPU-NHU-8-010(043)940**

724 428 Install Hydrant Marker

The contractor had to core holes in the sidewalk beside the hydrants at 2120+10-30' Rt, 2126+12-29' Rt, & 2133+99-31' Rt to install the markers specified in the details on Sheet 20-29. During the installation of the hydrants, the contractor was directed to omit the markers by representatives of the City of Fargo Engineering Department in an effort to eliminate obstructions. However, during the City's post-construction inspection, representatives from the Public Works Department requested that the markers be installed. The contractor then installed these markers and submitted an invoice for \$1,167.04 for the additional costs to remobilize, core the sidewalk, and patch around the markers which would not have been necessary had they been able to set the markers at the time of the hydrant install. This price is based on the documented hours of labor and equipment needed to complete this work, along with the costs of the necessary materials, and also includes the allowable mark-ups given in Sections 109.03 E.2 & 3 of the Standard Specifications.

772 2991 Signal Cabinet Upgrades

Representatives from City of Fargo Engineering Dept requested several changes to the traffic signal controller cabinet equipment after the project had been bid. These changes include the addition of digital loggers, 4 BIUs, and an upgraded conflict monitor at each of the signalized intersections (Broadway/Main Ave and 4th St/Main Ave). The contractor submitted a price of \$1,886.09/Ea to complete this work. This price is based on the attached invoice from the contractor's supplier (Traffic Control Corporation), along with applicable sales tax, and the mark-up given in Section 109.03 E.5 of the Standard Specifications.

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

Date Job # DOT 1 Description Coring holes for and installing hydrant markers

Employee	Rate	x Hours		Amount	Equipment	Rate	x Hours	Amount
Robert Staiger	\$28.90	5	reg	\$144.50	Pickup	\$23.72	5	\$118.60
Ryan O'Neill	\$40.90	5	reg	\$204.50	Flatbed Truck	\$31.84	3	\$95.52
Dave Johnson	\$25.00	5	reg	\$125.00	T770 Skidsteer	\$44.44	3	\$133.32

subtotal	\$474.00	Total Equipment	\$347.44
+ 70% profit & overhead	\$331.80		
Total Labor			\$805.80

Material/Subs	Cost	Qty		Amount
- Quick Crete	\$4.00	3	ea	\$12.00
- Hyd Markers (Incidental to hydrants)				
-				
-				
-				
-				

subtotal	\$12.00
+ 15% profit & overhead	\$1.80
Total Material	\$13.80
Total	\$1,167.04

**TRAFFIC CONTROL
CORPORATION**

5651 MEMORIAL AVENUE
OAK PARK HEIGHTS, MN 55082
P: 651-439-1737 F: 651-439-0311

QUOTATION**Number 626595**

Page 1 of 1

To 10125
FARGO, CITY OF
PO BOX 2083
CITY AUDITORS OFFICE
TRAFFIC ENGINEER
FARGO ND 58107
USA

Attn
Email
Phone 701-241-1340 Fax

Quote Date 4/8/2019 Expires 7/7/2019
Terms NET 30 BASED ON APPROVED CREDIT
FOB
Salesperson ALLEN EISINGER
Email aeisinger@trafficcontrolcorp.com

Letting Date
Book/Call/Item
Contract No

Location FARGO
Description TS1 - TS2 CHANGE ORDER

INCREASE CHANGE ORDER TO GO FROM TS1 TO TS2 IS \$1,595.00 PER CABINET. THAT DOES INCLUDE
ADDING THE DIGITAL LOGGERS (APOX \$300.00) THE CITY ASKED TO ADD TO THE CABINET AND AS YOU
KNOW THE 4 BIUS AND MMU2 ARE MORE EXPENSIVE.

Part Number Description	Unit Price	Qty/UM	Net Price
TS1 TRAFFIC SIGNAL CABINET ECONOLITE TYPE P CABINET, TS1 ASSEMBLY, COBALT G TYPE 2 CONTROLLER, EDI SSM 12LEip CONFLICT MONITOR, 16 LM 602 SERIES VEHICLE DETECTORS, 2 RACKS, 18 LOAD SWITCHES, OCC FIBER ENCLOSURE & ADAPTER PLATE *FIBER SPLICE KIT AND SPLICING PROVIDED BY OTHERS*	25,000.00	1.00 EA	25,000.00
TS2 CABINET 65" ALUM UN PAINTED CABINET, 16 POSTION TERMINAL & FACILITES, 2 DETECTOR RACKS, 18 LS, 1 FLASHER, 4 FTR, COBALT TS2 TYPE 2 CONTROLLER, RENO A&E MMU2, 4 BIUS, CABINT POWER SUPPLY, PRO SWITCH DIGITAL LOGGERS, LED CABINET LIGHTS (1 TOP, 1 EACH SIDE OF DRAWER), ROCKET LINX ES8520-XT & SFPS, 16 LM 602 VEHICLE DETECTORS, OCC FIBER ENCLOSURE & ADAPTER PLATE.	26,595.00	1.00 EA	26,595.00
Item Total			51,595.00

North Dakota Department of Transportation Change Order

Change Order No: 14

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: 01/14/2020

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)								
201	330	CLEARING & GRUBBING	L SUM	0.00	1.00	825.000	825.00	
202	111	REMOVAL OF CONCRETE	L SUM	0.00	1.00	414.960	414.96	
261	112	FIBER ROLLS 12IN	LF	0.00	75.00	3.730	279.75	
750	1001	Driveway Rebar	L SUM	0.00	1.00	789.360	789.36	
754	193	FLEXIBLE DELINEATORS-TYPE D	EA	0.00	11.00	90.750	998.25	
Net Increase or Decrease to Date			44,889.88 Part	76,555.69	Non-Part	TOTALS	3,307.32	
NON-PARTICIPATING								
PARTICIPATING							3,307.32	

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


Classification

Change Approved In Field by P.E.

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.

 Jared Heller, Project Manager 1/14/2020
CONTRACTOR DAKOTA UNDERGROUND 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 14
CPU-NHU-8-010(043)940**

201 330 Clearing & Grubbing

Upon concurrence from the City of Fargo Engineering Dept, project personnel directed the contractor to remove overgrown brush and shrubs along the sidewalk in the NE quadrant of 2nd St & Main Ave as shown in the attached layout. This growth was unsightly, and transients were observed inhabiting this area on multiple occasions. The contractor completed this work and submitted the attached invoice for \$825.00, which includes the allowable prime contractor mark-up given in Section 109.03 E.5 of the Standard Specifications and is fair and consistent with competitive bid prices for the scope of work involved.

202 111 Removal of Concrete

The contractor encountered buried concrete debris while grading dirt and base course for the north sidewalk between Sta 2130+00 and 2130+50 Lt. This required additional time and equipment to break and remove in order to build the sidewalk to the proper grade. The contractor submitted an invoice for \$237.12 to account for this. This price includes the allowable mark-up given in Section 109.03 E.2 of the Standard Specifications and the hours billed are consistent with project documentation.

The contractor was not able to drive anchors for the Reserved Parking signs along Broadway at Sta 2119+07 Rt and 2119+81 Rt due to conflicts with buried utilities behind the sidewalks. The signs were not able to be bolted to the sidewalk because they would restrict clearance and impede snow removal. The contractor was instructed to widen the sidewalk at each location in order for the signs to be surface mounted to concrete while allowing the full width of the sidewalk for use. This required the removal and replacement of 1 sidewalk panel and additional excavation at each sign location. The additional sidewalk concrete was paid under Bid Item 750 115 "Sidewalk Concrete 4In", and the contractor submitted the attached invoice for \$177.84 for the extra removal and excavation that was needed. This price includes the allowable mark-up given in Section 109.03 E.2 of the Standard Specifications and the hours billed are consistent with project documentation.

261 112 Fiber Rolls 12IN

NDDOT project personnel instructed the contractor to install 12IN fiber rolls in the NW quadrant of 2nd St and Main Ave to prevent erosion as shown in the attached layout. The contractor installed these and submitted a price of \$3.73/LF which is fair and includes the allowable prime contractor mark-up given in Section 109.03 E.5.

750 1001 Driveway Rebar

NDDOT and City of Fargo project personnel instructed the contractor to use No. 4 rebar for the construction of all driveways on the project instead of No. 3 rebar as called out on Sect. 20 Sheet 4. This larger size of rebar is typically used for driveways throughout the City. The contractor submitted a price of \$789.36 for the cost difference between No. 3 and No. 4 rebar, which is based on the overall driveway quantity and the cost difference

shown on the attached invoice from the contractor's rebar supplier. This price also includes the allowable prime contractor mark-up given in Section 109.03 E.5.

754 193 Flexible Delineators-Type D

The contractor was instructed to supply and install flexible delineators at the start of each raised concrete median at 2nd St & Main Ave (see attached layout sheets for locations). These delineators are typically installed on medians throughout the City to aid snow removal operations but were omitted in the median details on Sect. 20 Sheet 7. The contractor submitted a price of \$90.75/Ea to provide and install these delineators. This price is fair and consistent with Average Annual Bid Prices for this item.

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

PO Box 9435
Fargo ND 58106

Phone # 701-356-2990 turftamersfargo@gmail.com

Invoice

Date	Invoice #
11/19/2019	23079

Bill To
Dakota Underground 4001 15th Ave N Fargo, ND 58102

Turftamersfargo.com

Terms	Project
Due on receipt	

Quantity	Description	U/M	Rate	Serviced	Amount
3	Landscaping labor materials, and hauling to tear out 4' x 4' footing bases in the structural soil pits. South Side of Main ave between 2nd and 4th.		500.00	7/11/2019	1,500.00
1	Landscaping labor materials, and hauling to tear out 2' wide wall in the structural soil pits. On the South side of Main in-front of the gas station.		1,800.00	7/15/2019	1,800.00
1	Landscaping labor, materials, rental, and haul away to tear out 2' wide 60' long wall. 10 hours 5 people. South side of main ave in-front of the bank.		6,000.00	8/8/2019	6,000.00
1	Landscaping labor and materials to install extra garbage can in-front of Wimmers. Paid Under Item 970 320		1,447.00		1,447.00
1	Landscaping labor and materials to tear out small tree's and brush on the North East corner of the roundabout.		750.00		750.00
	Sales Tax		7.50%		0.00
Change Order 14: \$750.00 + 10% Prime Contractor Mark-Up per Spec. 109.03 E.5 = \$825.00					

Thank you for choosing Turf Tamers to service your needs!			Total	\$11,497.00
			Payments/Credits	\$0.00
			Customer Total Balance	\$11,751.50

Date 7/1/19 Job # DOT 1 Description Chip out concrete with breaker for sidewalk forms

Employee	Rate	x Hours		Amount	Equipment	Rate	x Hours	Amount
Lance Christie	\$43.60	2	reg	\$87.20	T770	\$44.44	2	\$88.88
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				
				\$0.00				

	subtotal	\$87.20	Total Equipment	\$88.88
+ 70% profit & overhead		\$61.04		
	Total Labor			\$148.24

Material/Subs	Cost	Qty	Amount
-			\$0.00
-			\$0.00
-			\$0.00
-			
-			
-			
		subtotal	\$0.00
	+ 15% profit & overhead		\$0.00
	Total Material		\$0.00
	Total		\$237.12

Date 9/23/19

Job # DOT 1

Description

Saw and remove sidewalk panel by Bank of the West and dig out
for sign pads

Employee	Rate	x Hours		Amount	Equipment	Rate	x Hours	Amount
Lance Christie	\$43.60	1.5	reg	\$65.40	T770 Skidsteer	\$44.44	1.5	\$66.66

	subtotal	\$65.40		Total Equipment	\$66.66
+ 70% profit & overhead		\$45.78			
	Total Labor				\$111.18

Material/Subs	Cost	Qty	Amount
-			\$0.00
-			\$0.00
-			
-			
-			
-			
		subtotal	\$0.00
	+ 15% profit & overhead		\$0.00
	Total Material		\$0.00
	Total		\$177.84

Kelsch, Aaron W.

From: Mike Svaleson <turftamersfargo@gmail.com>
Sent: Tuesday, October 1, 2019 1:25 PM
To: Kelsch, Aaron W.
Subject: Staw Wattle Pricing

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

Our standard pricing for a 12' log with stakes and installation is \$50.90. That is a 15' long roll.

$\$50.90 / 15' = \$3.39/\text{LF} + 10\% \text{ Prime Contractor Mark-Up per Spec. } 109.03 \text{ E.5} = \$3.73/\text{LF}$

Let me know if you have any other questions or what areas you would like them installed on.

--

Thank you,

Mike Svaleson

Turf Tamers

701-388-1474 Cell

701-356-2990 Office

701-205-3831 Fax

WWW.TURFTAMERSFARGO.COM

Page 176 AJ Construction, Inc.
 590 1st St. E.
 Horace, ND 58047

Invoice

Date	Invoice #
10/21/2019	2342

Bill To
DAKOTA UNDERGROUND 4001 15th Ave. NW Fargo, ND 58102

Ship To

P.O. No.	Terms	Project
	Due Upon Receipt	Main Ave - ND DOT

Quantity	Unit	Description	Rate	Amount
276	Sticks	<p>CHANGE ORDER</p> <p>Difference between #3 & #4 Rebar for Driveways - \$6.78 - \$4.36 = \$2.42 x 1.075 (Sales Tax) = \$2.60/stick.</p> <p>583 sy of Driveways on Project - 900 lf of Rebar per 100 sy of driveways - 5.83 x 900 lf = 5,247 lf/19 lf/stick (Due to overlap) = 276 Sticks Used</p> <p>\$717.60 + 10% Prime Contractor Mark-Up per Spec. 109.03 E.5 = \$789.36</p>	2.60	717.60
Total				\$717.60

**NorthStar Safety, Inc.**

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

9/30/19 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. Our quote is based on the completion date stated in the proposal.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
CO	Flexible Delineators	EA	11	\$ 82.50	\$ 907.50

\$82.50 Ea + 10% Prime Contractor Mark-Up per Spec. 109.03 E.5 = \$90.75 Ea. X 11 = \$998.25

* - Delineators are per the flexible delineator layout on drawing 5.8 of the city of Fargo pavement marking specifications.

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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(23)

Improvement District No. BN-19-A2

Type: Change Orders #26 - #32 & Time Extension

Location: 52nd Ave S, 45th St – 63rd St

Date of Hearing: 1/21/2020

RoutingDate

City Commission

1/27/2020

PWPEC File

X

Project File

Kevin Gorder

The Committee reviewed the accompanying correspondence from Division Engineer, Kevin Gorder, related to Change Orders #26 - #32 submitted by NDDOT in the amount of \$47,503.37. KPH, Inc. is the Prime Contractor. The requested changes can be summarized as follows:

26. Signal mast change at 63rd Avenue.
27. Restoration of detour.
28. Slope adjustment around Minnkota pole in the NE corner of 52nd Avenue and Veterans.
29. Striping material change on the west end connection.
30. Deck sealant needed to seal cracks on the eastbound bridge.
31. Moving directional business signs to direct traffic to businesses, as well as using tubular markers.
32. Meter pit modifications to match the new elevations of the roadway.

Staff is recommending approval of Change Orders #26 – 32 in the amount of \$47,503.37 and the 10-day time extension.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Orders #26 - #32 and the 10-day time extension.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Orders #26 - #32 in the amount of \$47,503.37 and the 10-day time extension.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed, SE Cass, Cass Cty Hwy, COF Sales Tax & Special Assessments

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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"/>	
<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 type="checkbox"/>	<input 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:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: January 16, 2020
Re: Improvement District No. BN-19-A2 – Change Orders #26 – #32 & Time Extension

Background:

To date, 25 Change Orders have been approved in the amount of \$214,249.21. An 8-day time extension was also approved to add expansion joints at the bridge ends. Engineering and KPH (Prime Contractor) have agreed upon another 10-day time extension due to the weather in September and October. Engineering also requests approval for Change Orders #26 - #32 for an additional \$47,503.37.

10-Day Time Extension – NDDOT sent out guidance to all contractors working in the State on administering time extensions on federal aid projects due to significant weather delays. Based on NDDOT guidance, KPH could receive 10 days of time due to weather delays on this project.

26. Signal Mast Change at 63rd Ave – During construction it was determined that one signal standard location had conflicts with private utilities. Engineering found a location that did not have private utility conflicts but required ordering a different pole. This location eliminated the need for attenuation at the signal pole, which could reduce maintenance costs if this attenuation device was hit. This is an estimated cost since we do not have exact costs on the amount needed to remove the temporary pole currently in use and install the new pole sometime this spring. The original pole and attenuator will be placed in inventory to use on future projects or damage repairs. Increase of approximately \$15,000.00
27. Detour Route Restoration – The gravel portion of Veterans south of 52nd needed some repairs after construction. This Change Order pays for some additional gravel and placement to restore this route to preexisting conditions. Increase of \$5,717.16.
28. Minnkota Pole Wrap – As the project progressed, it became apparent the Minnkota pole in the NE corner of 52nd and Veterans needed correction. The slope between the roadway and the pole was about 2:1 where 4:1 is desirable. Initial conversations with Minnkota were to remove and replace this pole at an approximate cost of \$50,000. Minnkota came up with a plan to install a drain tile around the pole, wrap the pole, and bury the base to get our desired inslope. Increase of \$4,709.99.
29. Striping Material Change West End – The plans called for preformed pavement markings on the connection between the new project and the old project. This material was asphalt and Engineering typically places epoxy markings on asphalt. Decrease of \$5,427.28.
30. Deck Sealant – When the wet cure on the eastbound bridge was removed, numerous cracks were observed in the newly placed deck. Engineering has requested a price to seal these cracks to minimize water and salt entering the bridge deck. Approximate increase of \$10,000.

31. Business Signing and Tubular Markers – During construction a few directional business signs were placed along the road directing traffic to businesses along a closed portion of 52nd. Tubular markers were used instead of flexible delineators in some locations due to weather conditions. Supplemental delineators were added on the west end of the project to better delineate the lane drop westbound. Decrease of \$2,496.50.
32. Meter Pit Modifications – In the NW corner of 52nd and Veterans there is an existing water meter pit that measures the water supplied to Cass Rural Water. This meter pit needs to be modified to match the new elevation of the roadway section. The existing sump pump is not working so a new sump pump will be installed. The current electrical components are installed on a wood post. These components will be relocated into a used traffic signal cabinet. Approximate increase of \$20,000.

Recommended Motion:

Approve Change Orders #26 - #32 in the amount of \$47,503.37 as well as a 10-day time extension due to weather related delays.

KOG/klb

Change Order	Sub Project	Description	Amount	PWPEC Request	PWPEC Approval	Commission Approval	DOT Approval	Comments
1	1	Removals Tons to SY	\$ -		6/10/2019	6/17/2019	NP	
2	1	Common Excavation Plan Quantity	\$ -		6/10/2019	6/17/2019	NP	
3	1	Snow Removal at Intersections	\$ 5,255.00	\$ 5,255.00	6/10/2019	6/17/2019	NA	
4	1	Add Silt Fence Bio Rolls	\$ 1,320.00	\$ 1,320.00	6/10/2019	6/17/2019	NA	
5	3	Additional Form Liner	\$ 15,101.89	\$ 15,101.89	6/10/2019	6/17/2019	7/3/2019	
6	1	U Haul Parking Drainage	\$ 13,647.00	\$ 13,647.00	6/10/2019	6/17/2019	7/3/2019	
7	1	Stringless Paving	\$ -	\$ -	6/10/2019	6/17/2019	6/4/2019	
8	1	Veterans Water Line Change	\$ 27,161.50	\$ 467.50	9/30/2019	10/7/2019	10/1/2019	
9	2	Veterans Water Line Change	\$ (1,340.00)		9/30/2019	10/7/2019	9/3/2019	
10	5	Veterans Water Line Change	\$ (25,354.00)		9/30/2019	10/7/2019	9/3/2019	
11	1	Inlet SW Veterans	\$ 2,400.00	\$ 5,970.00	9/30/2019	10/7/2019	NA	
12	2	Inlet SW Veterans	\$ 3,570.00		9/30/2019	10/7/2019	NA	
13	1	Paving West of 63rd Completion	\$ -	\$ -	9/30/2019	10/7/2019		
14	5	Waterline 63rd West Relocation	\$ 12,344.96	\$ 15,000.00	9/30/2019	10/7/2019	10/30/2019	
15	1	Sidewalk Lowering Drain to 45th	\$ (16,410.00)	\$ (16,410.00)	9/30/2019	10/7/2019	9/3/2019	
16	1	Add Flagging	\$ 11,200.00	\$ 11,200.00	9/30/2019	10/7/2019	9/24/2019	
17	1	Expansion Joints	\$ 29,375.00	\$ 40,000.00	9/30/2019	10/7/2019	10/21/2019	8 Days on the contract PWPEC 10/28
18	1	Signal Loops	\$ 23,850.00	\$ 25,000.00	9/30/2019	10/7/2019	NP	
19	1	Sidewalk Modifications	\$ 50,000.00	\$ 50,000.00	9/30/2019	10/7/2019	Not yet determined	
20	5	Misc Adjustments	\$ 7,912.96	\$ 7,912.96	10/28/2019	11/18/2019	NA	
21	5	Adjust Hydrants	\$ 12,145.20	\$ 12,145.20	10/28/2019	11/18/2019	NP	
22	1	53rd Drainage & 47th St Leaking Hydrant	\$ 13,211.50	\$ 13,211.50	10/28/2019	11/18/2019	10/30/2019	Includes time at both intersections
23	1	Ride Specification Change	\$ -	\$ -	10/28/2019	11/18/2019	10/15/2019	
24	1	Road Closure and Signing Changes	\$ 4,734.40	\$ 4,734.40	10/28/2019	11/18/2019	NA	
25	1	Signal Changes and Paint Signal Pole	\$ 9,693.76	\$ 9,693.76	10/28/2019	11/18/2019	NA	
26	1	Signal Mast Change 63rd Ave	\$ 15,000.00	\$ 15,000.00	10/28/2019	11/18/2019	NA	
27	1	Detour Route Restoration	\$ 5,717.16	\$ 5,717.16	10/28/2019	11/18/2019		
28	1	Minnkota Pole Wrap	\$ 4,709.99	\$ 4,709.99	10/28/2019	11/18/2019		
29	1	Striping Material Change West End	\$ (5,427.28)	\$ (5,427.28)	10/28/2019	11/18/2019		
30	3	Deck Sealant	\$ 10,000.00	\$ 10,000.00	10/28/2019	11/18/2019		
31	1	Business Signing & Tubular Markers	\$ (2,496.50)	\$ (2,496.50)	10/28/2019	11/18/2019		
32	1	Meter Pit Modifications	\$ 20,000.00	\$ 20,000.00	10/28/2019	11/18/2019		
		Time Extension Due to Weather						10 Days based on NDDOT guidance
Total Change Orders			\$ 247,322.54	\$ 261,752.58				

CONTRACTOR REQUEST FOR EXTENSION OF CONTRACT TIME

North Dakota Department of Transportation, Construction Services
SFN 14461 (2-2017)

PCN
PCN 22007

Project Number SU-8-984(164)	Type of Work Grading, Salvaged Base, PCC Pavement, Bridge, Signals	County CASS
Original Contract Time (Completion Date Contract) or Working Days (Working Days Contract) October 25, 2019		

Request is hereby made that the time allowed for completion of Phase 5, Phases 2 & 6 Work Zones
Indicate if request applies to all work or to a specific stage of completion.
 on this contract be extended, without liability for liquidated damages, to:
 _____ or 10 Working Days additional working days.
 New Completion Date _____ No. of Additional Days _____

REASONS

September rain events 09-SEPT-19 PRECIP 1.33", 12-SEPT-19 PRECIP 0.63", and 20-SEPT-19 PRECIP 0.27", delayed Phase 5 Mainline Westbound paving. Per the CPM Schedule and Noted at 04-SEPT-19 Two Week Look-Ahead meeting Mainline Westbound paving was scheduled for 13-SEPT and 16-SEPT, due to the referenced rain event site subbase and subsoil moisture increased causing water damages and required repair that delayed subbase completion prior to paving. Phase 5 Mainline Westbound paving completed 23-SEPT-19 which is 7 Days behind schedule.

Snow accumulation October, 10-OCT-19 to 11-OCT-19 SNOW 5.5" (1.27" Moisture). R-Cut Decorative Medians and Curb and Gutter/Topsoiling Backfill for Phase 5, 2, & 6 work was shutdown due to snow accumulations. CPM Schedule shows activities were under construction.

We are requesting a time extension due to rain and snow of 10 working days.

KPH Inc.		10-31-2019
Contractor	Signature	Date

OWNER'S ACTION

NDDOT's exclusion or omission of any applicable contract provision, Standard Specification or Supplemental Specification or any provision of state or federal law shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the terms of the contract.

Project Owner/Title	Signature	Date
---------------------	-----------	------

APPROVED FOR FEDERAL AID

<input type="checkbox"/> NDDOT (Non NDDOT Project)		<input type="checkbox"/> FHWA	
Signature	Date	Signature	Date
Title		Title	

SU-8-984(164)

BN-19-A2

Explanation of Time Extension for weather delays

Due to the above normal precipitation in the fall of 2019, NDDOT distributed a document "NDDOT Guidance for Administering Contract Time" to better define how time would be handled between the NDDOT and AGC on all project statewide impacted by weather in the fall of 2019. A copy of this document is attached to this time extension request.

On 52nd Ave, KPH has submitted a time request for two time periods when the project was critically impacted by weather. KPH feels the delays meet the criteria for a time extension. KPH has submitted two events that impacted the completion of the project. The first event was the rain that fell on Sept 9, 12, and 20. Three rain events totaling 2.23" occurred and delayed the placement of the WB mainline concrete scheduled for Sept 13 and Sept 16. After the rain and additional drying efforts, KPH finished the paving on Sept 23. KPH states this rain event delayed the project 7 days. The second event was the snowfall on Oct. 10 and 11. The area received 5.5" of snow with a moisture content of 1.27". KPH was scheduled to place turn lanes, RCuts, and median concrete during this time frame. KPH states this snow event delayed the project 3 additional days for a total delay of 10 days.

Fargo Engineering has evaluated this time extension and recommends approval. The contractor was using a critical path on the project with updates every month. The contract did not require using one so by specification, other schedules are required on the contract. City Engineering and KPH met at least once a week to discuss schedule as it became apparent the project was in jeopardy of not meeting the completion date. These meetings had various schedule updates in an effort to keep the project on track. Large post it notes were placed on the walls with work activities written on them so everyone knew the expectations and when they were needed on the project. Meeting minutes were also kept and distributed to City Engineering and the subcontractors.

Engineering used these meeting minutes, post it notes, and other documents to evaluate the delays and these rain events did impact the project schedule as stated by KPH. Based on this review, Engineering recommends approval.

North Dakota Department of Transportation
Change Order

Page 1 of 2

Change Order No: 26

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
\$19,197,385.45

Date Created: 11/21/2019

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)								
764	9998	Assemble and Deliver Attenuation Device	L SUM	0.00	1.00	22,135.540	22,135.54	
772	940	COMBO 24FT MA SIG & LT STD-TYPE A	EA	0.00	1.00	12,646.840	12,646.84	
DECREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
764	9011	ATTENUATING CRASH CUSHION TL-3	EA	5.00	-1.00	24,000.000		-24,000.00
INCREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
772	9986	Install and Remove Temporary Signal Standard	L SUM	0.00	1.00	2,500.000	2,500.00	
Net Increase or Decrease to Date				-219,784.24	Part	382,886.41	Non-Part	TOTALS
							37,282.38	-24,000.00
							NON-PARTICIPATING	
							PARTICIPATING	37,282.38 -24,000.00

Due to This Change, the Contract Time:

MAY BE REVISED IF THE WORK AFFECTS THE CONTROLLING OPERATION.

Classification

Change Approved In Field by P.E.

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.

Due to the number of private utilities in this location, it was determined that it would be easier to move the signal standard to a new location. The new location changed the mast arm length and eliminated the need for an attenuation device at this pole. The original pole was already manufactured and delivered when this change was designed. The City of Fargo will place the original pole in inventory to be used on a future project or in the event of a knockdown in town. The attenuation device that was not needed was already assembled and ready for install. This attenuation device will also be placed into City of Fargo inventory.

Payment on this chance order is reducing the price for the attenuation device since it does not need to be installed. KPH/Strata will install a temporary signal standard at this location so the signal system can be placed into operation while the newly designed standard is manufactured. The additional cost to place the temporary pole and remove this pole will be paid by the City of Fargo since this work was not part of the original bid.

80-1; 80-31; 120-2; 150-2; 150-3; 150-4; 150-7

Time will be added since one new signal standard needs to be manufactured and installed. Time on this pole will be extended until June 27, 2020

**North Dakota Department of Transportation
Change Order**

Change Order No: 26

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC


9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:

\$19,197,385.45

Date Created: 11/21/2019

Date Approved:

CONTRACTOR_____
DATE

() Approval Recommended
PROJECT ENGINEER11/16/2021

() Approved
DATE_____
CITY/COUNTY/OTHER OFFICIAL_____
DATE_____
() Approval Recommended
DISTRICT ENGINEER_____
() Approved
DATE_____
REPRESENTING_____
DATE_____
() Approval Recommended
OFFICE OF OPERATIONS_____
() Approved
DATE

North Dakota Department of Transportation **Change Order**

Page 1 of 1

Change Order No: 27

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
\$19,197,385.45

Date Created: 11/21/2019

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)								
302	9998	Detour Route Restoration	L SUM	0.00	1.00	5,717.160	5,717.16	
Net Increase or Decrease to Date				-214,067.08	Part	382,886.41	Non-Part TOTALS	5,717.16
							NON-PARTICIPATING	
							PARTICIPATING	5,717.16

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


Classification


Change Approved In Field by P.E.

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.

Detour route restoration on Veterans Drive. Existing roadway was gravel surfaced and Class 13 was used to restore it to preexisting condition. Work was completed using time and materials.

 12-11-19
CONTRACTOR DATE

 1/15/2022
() 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

North Dakota Department of Transportation **Change Order**

Page 1 of 1

Change Order No: 28

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
\$19,197,385.45

Date Created: 11/21/2019

Date Approved:

Spec Code	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
No	No						
ADDED CONTRACT ITEM							
PARTICIPATING (FEDERAL FUNDS)							
900	9988 Wrap, drain, and bury Minnkota power pole base	L SUM	0.00	1.00	4,707.980	4,707.99	
Net Increase or Decrease to Date			-209,359.09	Part	382,886.41	Non-Part	TOTALS
						4,707.99	
						NON-PARTICIPATING	
						PARTICIPATING	4,707.99

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


Classification


Change Approved In Field by P.E.

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.

During construction it was noticed that the base of one of the Minnkota power poles was too low to build a 4:1 or flatter inslope behind the curb. Minnkota was contacted and the initial estimate was over \$50,000 to build a new pole, remove the existing foundation, and place a new foundation and pole. Working with Minnkota, they developed a plan to wrap the pole and base, install a drainable layer around the footing, and install a drain pipe. This option was completed using time and materials and was much more economical. Minnkota had personnel on site during this work to ensure it was completed in an acceptable manner.

 11-25-19
CONTRACTOR DATE

 11/16/2020
() Approval Recommended () Approved
PROJECT ENGINEER DATE

CITY/COUNTY/OTHER OFFICIAL DATE

() Approval Recommended () Approved
DISTRICT ENGINEER DATE

REPRESENTING DATE

() Approval Recommended () Approved
OFFICE OF OPERATIONS DATE

**North Dakota Department of Transportation
Change Order**

Page 1 of 2

Change Order No: 29

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
\$19,197,385.45

Date Created: 11/22/2019

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)								
762	113	EPOXY PVMT MK 4IN LINE	LF	0.00	3,477.00	1.460	5,076.42	
762	9998	Remove Curing Compound Prior to Epoxy Placement	L SUM	0.00	1.00	275.000	275.00	
DECREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROC	LF	5,264.00	-3,477.00	3.100		-10,778.70
Net Increase or Decrease to Date			-214,786.37 Part	382,886.41	Non-Part	TOTALS	5,351.42	-10,778.70
							NON-PARTICIPATING	
							PARTICIPATING	5,351.42 -10,778.70

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

Classification

Change Approved In Field by P.E.

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.

The as bid plans included placing preformed patterned pavement markings on the asphalt tie in at the west end of the project. This area is scheduled for reconstruction in 2022 or 2023. The City of Fargo typically uses epoxy on asphalt in situations like this. To ensure a longer service life, the City agreed to pay for sandblasting to remove the cure so the epoxy would better adhere to the roadway. The plans call for striping to be paid as plan quantity so this change order will adjust the plan quantities accordingly. The City of Fargo also waives the retro reflectivity testing required in Section 762 since this striping is short term.

North Dakota Department of Transportation
Change Order

Page 2 of 2

Change Order No: 29

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
\$19,197,385.45

Date Created: 11/22/2019

Date Approved:

9
McG 1-3-20
CONTRACTOR DATE

Kevin K 1/16/2020
() Approval Recommended () Approved
PROJECT ENGINEER DATE

CITY/COUNTY/OTHER OFFICIAL DATE

() Approval Recommended () Approved
DISTRICT ENGINEER DATE

REPRESENTING DATE

() Approval Recommended () Approved
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation **Change Order**

Page 1 of 1

Change Order No: 30
SubProject: 3 STRUCTURE REPLACEMENT- RIGHT

Project: SU-8-984(164)
County: Cass

PCN: 22007

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
\$19,197,385.45

Date Created: 01/13/2020

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)								
602	1260	BRIDGE DECK CRACK SEALING	LF	0.00	1.00	10,000.000	10,000.00	
Net Increase or Decrease to Date				-204,786.37	Part	382,886.41	Non-Part	TOTALS
							10,000.00	
							NON-PARTICIPATING	
							PARTICIPATING	10,000.00

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

Classification

Change Approved In Field by P.E.

Preliminary
request, need
quote and price

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.

Two bridges were constructed on this project. The first bridge used a concrete mix design with the maximum allowable flyash in the mix. This bridge did not exhibit any cracking during the curing time. The second bridge was placed using a mix design with no flyash. When the wet cure was removed, this deck had multiple cracks that occurred during the wet cure time. The City of Fargo asked what material the NDDOT would use in this instance and they recommended TK Products TK-2110 Bridge Deck & Crack Sealer.

Time will be allowed to complete this work in 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

North Dakota Department of Transportation
Change Order

Page 1 of 2

Change Order No: 31

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
 9530 39TH ST S
 FARGO, ND 58104

Original Contract Amount:
 \$19,197,385.45

Date Created: 01/13/2020

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	9998	Business and school signing	L SUM	0.00	1.00	528.000	528.00	
704	9997	Delineator w/posts	L SUM	0.00	1.00	1,197.900	1,197.90	
704	1067	TUBULAR MARKERS	EA	0.00	208.00	7.700	1,601.60	
DECREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
704	1072	FLEXIBLE DELINEATORS	EA	54.00	-208.00	28.000		-5,824.00
Net Increase or Decrease to Date			-207,282.87	Part	382,886.41	Non-Part	TOTALS	3,327.50
							NON-PARTICIPATING	
							PARTICIPATING	3,327.50
								-5,824.00

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

Classification

Change Approved In Field by P.E.

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.

Business and school signing was added to the project to better inform the traveling public in the work zone. Lump sum pricing was accepted on these signs that include making the sign, mobilizing, and installing these signs on separate trips. Tubular markers were added to the project to replace 208 flexible delineators on the project. This change was made due to weather conditions on the project at the time of switchover. The weather would not allow the placement of flexible delineators and waiting for acceptable conditions to install flexible delineators would have delayed the project completion.

**North Dakota Department of Transportation
Change Order**

Change Order No: 31

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass


For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN


Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
\$19,197,385.45

Date Created: 01/13/2020

Date Approved:

 1-14-20
CONTRACTOR DATE

 1/16/2020
☐ Approval Recommended ☐ Approved
PROJECT ENGINEER DATE

CITY/COUNTY/OTHER OFFICIAL DATE

☐ Approval Recommended ☐ Approved
DISTRICT ENGINEER DATE

REPRESENTING DATE

☐ Approval Recommended ☐ Approved
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation **Change Order**

Page 1 of 1

Change Order No: 32

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
\$19,197,385.45

Date Created: 01/13/2020

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)								
722	8998	Modify Water Meter Pit	L SUM	0.00	1.00	20,000.000	20,000.00	
Net Increase or Decrease to Date				-188,480.77	Part	382,886.41	Non-Part TOTALS	20,000.00
							NON-PARTICIPATING	
							PARTICIPATING	20,000.00

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

Classification

Change Approved In Field by P.E.

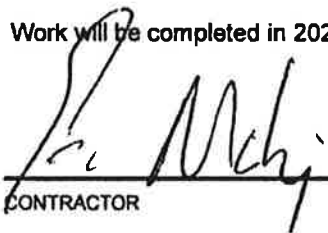
Preliminary
request, need
quote and price

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.

The water meter pit in the NW corner of Veterans and 52nd needs to be raised to meet future flood elevations and better accommodate the placement of sidewalk in the area. The top of this pit will be removed, a new precast riser will be placed, and the lid will be reset on the pit. The ladder needs to be adjusted so maintenance personnel can enter the pit if needed. The sump pump at this location is operated by water pressure but was damaged beyond repair so a new electric pump will be installed and discharged into the new storm sewer system. The City of Fargo will provide a used feed point cabinet and all the above ground components will be removed from the current pole and placed inside the cabinet.

Work will be completed in 2020.

 1-16-20

CONTRACTOR DATE

 1/16/2020

() 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

(24)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-19-C1

Type: Final Balancing Change Order #2

Location: Golden Valley 2nd Addn.

Date of Hearing: 1/21/2020

RoutingDate

City Commission

1/27/2020

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Final Balancing Change Order #2 in the amount of \$10,146.10, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of \$10,146.10, bringing the total contract amount to \$808,943.64.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Final Balancing Change Order #2 to Dirt Dynamics.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$10,146.10, bringing the total contract amount to \$808,943.64 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Special Assessments

Developer meets City policy for payment of delinquent specials

Yes No

Agreement for payment of specials required of developer

N/A

50% escrow deposit required

N/AN/ACOMMITTEE

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

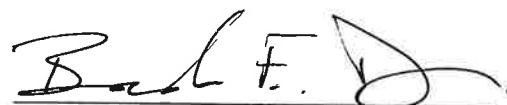
Steve Sprague, City Auditor

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: Jason Leonard, Project Engineer
Date: January 15, 2019
Re: Improvement District No. BN-19-C1 – Final Balancing Change Order #2

Background:

Improvement District No. BN-19-C1 is for the new construction of underground utilities, concrete pavement, street lights and incidentals in Golden Valley 2nd Addition.

The attached Final Balancing Change Order #2 in the amount of \$10,146.10, reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$794,882.54 and this FBCO #2 will bring the project final amount to \$808,943.64 (1.77% Increase). This Improvement District is 100% Special Assessed.

Recommended Motion:

Approve Final Balancing Change Order #2 in the amount of \$10,146.10 to Dirt Dynamics LLC.

JTL\klb
Attachments



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Improvement District No	BN-19-C1	Change Order No	2
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb & Gutter, Asphalt Pavement & In		
Date Entered	1/7/2020	For	Dirt Dynamics

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: FINAL BALANCING CHANGE ORDER

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	4	Temp Construction Entrance	EA	2.00	0.00	2.00	-1.00	1.00	1,500.00	-1,500.00
Sanitary Sewer	5	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	450.00	0.00	450.00	-450.00	0.00	2.00	2.00
	8	F&I Pipe SDR 26 - 6" Dia PVC	LF	1,434.00	0.00	1,434.00	263.00	1,697.00	23.00	6,049.00
	9	F&I Pipe SDR 26 - 8" Dia PVC	LF	1,194.00	0.00	1,194.00	23.80	1,217.80	37.00	880.50
	10	F&I Pipe SDR 26 - 12" Dia PVC	LF	256.00	0.00	256.00	0.10	256.10	48.00	4.80
	Sanitary Sewer Sub Total (\$)									6,034.40
Cass Rural Water Main	12	F&I Fittings C153 Ductile Iron	LB	968.00	0.00	968.00	44.00	1,012.00	5.40	237.60
	14	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	33.00	0.00	33.00	-5.30	27.70	28.50	-151.05
	15	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	611.00	0.00	611.00	5.10	616.10	25.00	127.50
	16	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,076.00	0.00	1,076.00	4.00	1,080.00	34.00	136.00
	18	F&I Gate Valve 8" Dia	EA	1.00	0.00	1.00	2.00	3.00	1,650.00	3,300.00
	19	F&I Gate Valve 12" Dia	EA	4.00	0.00	4.00	-1.00	3.00	2,700.00	-2,700.00
	20	F&I Pipe 1" Dia Water Service	LF	1,623.00	0.00	1,623.00	93.00	1,716.00	16.00	1,488.00
	21	Connect Water Service	EA	33.00	0.00	33.00	3.00	36.00	863.00	2,569.00
	22	Connect Pipe to Exist Pipe	EA	2.00	0.00	2.00	1.00	3.00	817.00	817.00
	Cass Rural Water Main Sub Total (\$)									5,844.05
Storm Sewer	23	F&I Manhole 5' Dia Reinf Conc	EA	2.00	0.00	2.00	-1.00	1.00	3,431.00	-3,431.00



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Storm Sewer		24	F&I Inlet - Manhole (MHI) 4" Dia Reinf Conc	EA	4.00	0.00	4.00	1.00	5.00	2,710.00	2,710.00
		25	F&I Inlet - Single Box (SBI) Reinf Conc	EA	7.00	0.00	7.00	-1.00	6.00	2,338.00	-2,338.00
		26	F&I Inlet - Round (RDI) Reinf Conc	EA	3.00	0.00	3.00	1.00	4.00	1,408.00	1,408.00
		27	F&I Pipe 12" Dia	LF	198.00	0.00	198.00	65.00	263.00	24.00	1,580.00
		29	F&I Pipe 18" Dia Reinf Conc	LF	505.00	0.00	505.00	-13.28	491.72	45.00	-597.60
		32	F&I Pipe w/GB 18" Dia Reinf Conc	LF	158.00	0.00	158.00	12.78	170.78	68.00	859.04
Storm Sewer Sub Total (\$)											180.44
Paving		35	Remove Sidewalk All Thicknesses All Types	SY	10.00	0.00	10.00	16.79	26.79	15.00	251.85
		36	Subgrade Preparation	SY	5,213.00	0.00	5,213.00	675.71	5,888.71	1.90	1,233.85
		37	Subcut	CY	1,738.00	0.00	1,738.00	-228.00	1,510.00	4.00	-912.00
		38	F&I Woven Geotextile	SY	5,213.00	0.00	5,213.00	675.71	5,888.71	1.90	1,233.85
		39	F&I Class 5 Agg - 8" Thick	SY	5,213.00	0.00	5,213.00	675.71	5,888.71	8.14	5,500.28
		40	F&I Edge Drain 4" Dia PVC	LF	3,280.00	0.00	3,280.00	-7.00	3,273.00	7.42	-51.94
		41	F&I Curb & Gutter Mountable (Type I)	LF	3,280.00	0.00	3,280.00	-100.90	3,179.10	15.70	-1,584.13
		42	F&I Sidewalk 4" Thick Reinf Conc	SY	430.00	0.00	430.00	3.39	433.39	46.00	155.94
		43	F&I Sidewalk 6" Thick Reinf Conc	SY	25.00	0.00	25.00	31.19	56.19	54.00	1,634.26
		44	F&I Det Wrm Panels Cast Iron	SF	116.00	0.00	116.00	-60.00	56.00	43.20	-2,552.00
		45	F&I Aggregate for Asph Pavement FAA 43	TON	1,700.00	0.00	1,700.00	-102.27	1,597.73	42.50	-4,346.42
		46	F&I Asphalt Cement PG 58-34	GAL	23,040.00	0.00	23,040.00	-2,173.41	20,866.59	2.70	-5,868.21
		47	F&I Pavement 6" Thick Reinf Conc	SY	160.00	0.00	160.00	-90.29	69.71	67.50	-6,094.58
		48	F&I Pavement 9" Thick Reinf Conc	SY	136.00	0.00	136.00	25.00	161.00	78.30	1,957.50
		53	Mulching Type 1 - Hydro	SY	7,615.00	0.00	7,615.00	8,427.50	16,042.50	0.36	3,033.90
		54	Seeding Type B	SY	7,615.00	0.00	7,615.00	8,427.50	16,042.50	0.29	2,443.96
		70	* Driveway removal per Developers request	LS	0.00	0.00	0.00	1.00	1.00	1,078.00	1,078.00
Paving Sub Total (\$)											-2,775.92
Signing		55	F&I Sign Assembly & Anchor	EA	9.00	0.00	9.00	-1.00	8.00	111.00	-111.00
		56	F&I Engineering Grade	SF	36.40	0.00	36.40	-36.40	0.00	10.50	-382.20



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Signing	57	F&I Diamond Grade Cubed	SF	31.30	0.00	31.30	24.70	56.00	18.90	486.83
Street Lighting										
	60	F&I Base 5' Deep Reinf Conc	EA	10.00	0.00	10.00	1.00	11.00	1,533.00	-26.37
	61	F&I Conductor #6 USE Cu	LF	1,450.00	0.00	1,450.00	150.00	1,600.00	4.78	1,533.00
	62	F&I Innerduct 1.5" Dia	LF	1,450.00	0.00	1,450.00	150.00	1,600.00	4.00	717.00
	63	F&I Luminaire Type A	EA	10.00	0.00	10.00	1.00	11.00	1,355.00	900.00
	65	F&I Light Standard Type A	EA	10.00	0.00	10.00	1.00	11.00	1,207.00	1,355.00
	68	* Street Light Base diameter upsize from 18" to 24"	LS	0.00	0.00	0.00	1.00	1.00	907.50	1,207.00
Street Lighting Sub Total (\$)										
	67	Silt Fence - Heavy Duty	LF	1,500.00	0.00	1,500.00	-1,500.00	0.00	2.62	907.50
Site Grading Sub Total (\$)										
Grand Total (\$)										
* NC Items										
Summary										
Source Of Funding										
Net Amount Change Order # 2 (\$)										
Previous Change Orders (\$)										
Original Contract Amount (\$)										
Total Contract Amount (\$)										
I hereby accept this order both as to work to be performed and prices on which payment shall be based.										
CONTRACT TIME										
Current Substantial Completion Date	09/15/2019	Current Final Completion Date		Additional Days Substantial Completion	0.00	Additional Days Final Completion	0.00	New Substantial Completion Date	09/15/2019	New Final Completion Date
Description										
APPROVED										
APPROVED DATE										

10,146.10
3,915.00
794,882.54
808,943.64



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor

[Signature]

Title

estimator

Department Head

[Signature]

Mayor

11/22/2020

Attest

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(25)

Improvement District No. PN-18-B1 Type: NuStar Energy Pipeline Relocation Reimbursement

Location: 23rd Ave S from 42nd St to 38th St & 41st St from 23rd Ave to 24th Ave Date of Hearing: 1/21/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/27/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Engquist</u>

The committee reviewed a communication from Project Manager, Jeremy Engquist, regarding the NuStar Energy pipeline relocation reimbursement for Improvement District PN-18-B1.

In July, a preliminary cost estimate from NuStar Energy was approved at City Commission for the relocation and recoating of their pipeline. Estimated cost for this work was \$482,990. Since then NuStar Energy has completed the pipeline work and has submitted the actual cost invoice amounts totaling \$601,693.73. These actual costs are \$118,703.73 higher than the original preliminary cost estimate due to miscalculations in lost revenue and pipeline downtime, and higher contractor bid costs.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the reimbursement to NuStar Energy in the amount of \$601,693.73 for the pipeline work described above.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve payment to NuStar Energy in the amount of \$601,693.73 for the relocation and recoating of the pipeline to support the roadway construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: General Infrastructure Funds

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>N/A</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>N/A</u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>N/A</u>


COMMITTEE

Tim Mahoney, Mayor
 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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jeremy Engquist, Project Manager
Date: January 10, 2020
Re: Improvement District No. PN-18-B1 – NuStar Energy Pipeline Relocation Reimbursement

Background:

Improvement District No. PN-18-B1 is for new construction of paving and incidentals on 23rd Avenue South from 42nd Street to 38th Street and on 41st Street South from 100' north of 23rd Avenue to 24th Avenue.

NuStar Energy has a high-pressure 10" petroleum pipeline centered in their own 50-foot private easement running east and west in the north boulevard of 23rd Avenue South. You may recall a memo I submitted to you earlier this summer that described two pipeline locations posing conflict with the 23rd Avenue project. NuStar Energy requested one section of pipeline be relocated and another section of pipeline to be re-coated. A preliminary cost estimate from NuStar Energy for \$482,990.00 to complete this work was also attached to the memo.

NuStar Energy completed the pipeline work and has submitted the actual cost invoice amounts totaling \$601,693.73. These actual costs are \$118,703.73 higher than the original preliminary cost estimate. NuStar Energy cited the increased costs were due to miscalculations in lost revenue & pipeline downtime, and higher contractor bid costs.

Attached are the final invoice amounts totaling \$601,693.73 from NuStar Energy.

Funding for this pipeline work will be from the General Infrastructure Funds (TIF – 401).

Recommended Motion:

Approve payment to NuStar Energy in the amount of \$601,693.73 for above-mentioned pipeline work.

Attachment

C: Brenda Derrig, City Engineer
Tom Knakmuhs, Assistant City Engineer

<h1 style="margin: 0;">INVOICE</h1>

NuStar Pipeline Operating Partnership L. P.
19003 1 H – 10 West
San Antonio, TX 78257

City of Fargo
 225 4th Street North
 Fargo, ND 58102

Business Address: 7340 West 21st St. N., Ste 200
 Wichita, KS 67205
 (316) 721-7078 Dale
 Smith
 (316) 721-7028 Anna

Attention: Jeremy Engquist, City Engineering
 jengquist@FargoND.gov
 701-298-6939 or 701-730-8682

TERMS- Net Due On Receipt

Tax ID # 74-2956831

Reference:

SHIPMENT NO.

DATE: December 5, 2019

PAGE NO.

1

INVOICE NO 20191205

CUST #: 6100-611002- 146210

The City of Fargo has requested that NuStar relocate a portion of its ten-inch (10") pipeline in Fargo, ND to construct the extension of 23rd Street and a round-a-bout. This project is 120% reimbursable.

Reference: CE_0002121 – 23rd Street Re-Route, Fargo, ND – CC 610665

NuStar Employee Labor Charges	\$ 15,258.71
NuStar Employee Per Diem and Expenses	\$ 7,470.80
NuStar Vehicle and Equipment Charges	\$ 23,458.01
Vendor and Contractor Charges (Summary Sheet Attached)	\$350,894.92
Administration Fee 20%	\$ 79,416.49
Lost Revenue Charge: 34 hours x 2,000 bph = 68,000 bbls x \$1.8411	\$125,194.80

Total Invoice

\$601,693.73

=====

6100 – 146210 -610665
 AK 12-5-19

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(26)

Improvement District No. BN-20-C1 Type: Construction Staging

Location: 64th Ave S, 25th St – 33rd St Date of Hearing: 1/21/2020

Routing Date
 City Commission 1/27/2020
 PWPEC File X
 Project File Jason Leonard

The Committee reviewed a communication from Civil Engineer, Jason Leonard, regarding staging locations for Improvement District BN-20-C1, which is planned to start construction this spring.

Engineering has identified two staging areas within project limits that are both City of Fargo owned lots, located on either side of Cass County Drain 53. The proposed staging areas are 6251 36th Street South and 2816 64th Avenue South.

Staff is recommending the use of the staging areas identified above and feel the use of these locations will limit the impacts to public traffic.

On a motion by Ben Dow, seconded by Brenda Derrig, the Committee voted to recommend approval of the proposed staging areas for Improvement District BN-20-C1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve staging areas identified above for Improvement District BN-20-C1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 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)

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"/>	
<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 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 15, 2020
Re: Improvement District No. BN-20-C1 – 64th Ave S between 25th St S and 33rd St
Construction Staging Area

Background:

KLJ Engineering along with City of Fargo Engineering Staff have been looking at staging area site locations for the planned 64th Avenue South project, which is planned to start construction this spring with a completion in the fall of 2020. In discussions, we have identified two staging areas within the project limits that are both City of Fargo owned lots, located on either side of Cass County Drain 53. We feel that these locations will limit the impacts to the public traffic. The proposed staging areas are 6251 36th Street South and 2816 64th Avenue South.

The lots will be available for the Contractor to use as staging areas for equipment and materials during the project. The Contractor will be required to identify this area within their SWPPP along with all necessary protective measures.

If approved, the Contractor and Engineer will meet on-site prior to construction to review the condition of the site and establish terms for its use, maintenance, and restoration.

Recommended Motion:

Approve the proposed staging area for the 64th Avenue South construction project as discussed within this memo.

JTL/klb
Attachments



Cass County, City of Fargo, ND, City of Fargo, ND



Proposed Staging Area's

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

1:9,028

1/15/2020 3:07:53 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

COVER SHEET
CITY OF FARGO PROJECTS

27a

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:

Water Main Replacement, Street Reconstruction & Incidentals

Improvement District No. BR-20-A

Call For Bids January 27, 2020

Advertise Dates February 3 & 10, 2020

Bid Opening Date March 4, 2020

Substantial Completion Date October 2, 2020

Final Completion Date October 30, 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 Brian Skanson

Phone No. (701) 241-1551

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

WATER MAIN REPLACEMENT, STREET RECONSTRUCTION,
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-20-A

Nature & Scope

This project is for the replacement of the water main, sanitary sewer services, storm inlet leads, concrete curb & gutter, asphalt pavement, sidewalk replacement, and street lighting.

The project will be on 10th Street North from 19th Avenue North to 28th Avenue North.

Purpose

The existing water main is 6" cast iron pipe (CIP), which was installed over 60 years ago and is being replaced with 8" polyvinyl chloride (PVC) to minimize impacts and costs associated with breaks.

The street reconstruction is necessary because the existing asphalt street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt street paving, gravel base, curb and gutter, storm sewer main, inlets and leads, driveway approaches, street lights, and isolated sidewalk repairs.

The project will be funded by a combination of City Funds (Wastewater Utility Funds and Water Utility Funds), State Funds, and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

Feasibility

The estimated cost of construction is \$2,256,182.50. The cost breakdown is as follows:

Sanitary Sewer Costs	\$	220,461
Plus 10% Engineering Fee:	\$	22,046
Plus 4% Administration Fee:	\$	8,818
Plus 3% Legal Fee:	\$	6,614
Plus 4% Interest Fee:	\$	8,818
Plus 10% Contingency:	\$	22,046
Total Estimated Sanitary Sewer Cost:	\$	288,804
Sanitary Sewer Amount Special Assessed:	\$	-
Sanitary Sewer Amount City Funded:	\$	288,804

Water Main Costs	\$	601,120
Plus 10% Engineering Fee:	\$	60,112
Plus 4% Administration Fee:	\$	24,045
Plus 3% Legal Fee:	\$	18,034
Plus 4% Interest Fee:	\$	24,045
Plus 10% Contingency:	\$	60,112
Total Estimated Water Main Cost:	\$	787,467
Water Main Amount Special Assessed:	\$	194,172
Water Main Amount City Funded:	\$	593,295

Storm Sewer Costs	\$	141,983
Plus 10% Engineering Fee:	\$	14,198
Plus 4% Administration Fee:	\$	5,679
Plus 3% Legal Fee:	\$	4,259
Plus 4% Interest Fee:	\$	5,679
Plus 10% Contingency:	\$	14,198
Total Estimated Storm Sewer Cost:	\$	185,998
Storm Sewer Amount Special Assessed:	\$	-
Storm Sewer Amount State Funded:	\$	185,998

Paving Costs	\$	1,292,619
Plus 10% Engineering Fee:	\$	129,262
Plus 4% Administration Fee:	\$	51,705
Plus 3% Legal Fee:	\$	38,779
Plus 4% Interest Fee:	\$	51,705
Plus 10% Contingency:	\$	129,262
Total Estimated Paving Cost:	\$	1,693,330
Paving Amount Special Assessed:	\$	206,308
Paving Amount State Funded:	\$	1,487,022

Project Funding Summary

Wastewater Utility Funds	9.77%	\$	288,803.91
Water Utility Funds	20.07%	\$	593,295.20
State Funds	56.61%	\$	1,673,020.22
Special Assessments	13.55%	\$	400,479.75
Total Estimated Project Cost		\$	2,955,599.08

The cost to property owners will be per City policy.

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT, STREET RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-20-A

LOCATION:

On 10TH Street North from 19th Avenue to 28th Avenue.

COMPRISING:

Lots 7 through 26, Block 2.
All in Peter Sway 5th Addition.

Lots 1 through 13, Block 3.
All in Peter Sway 5th Addition.

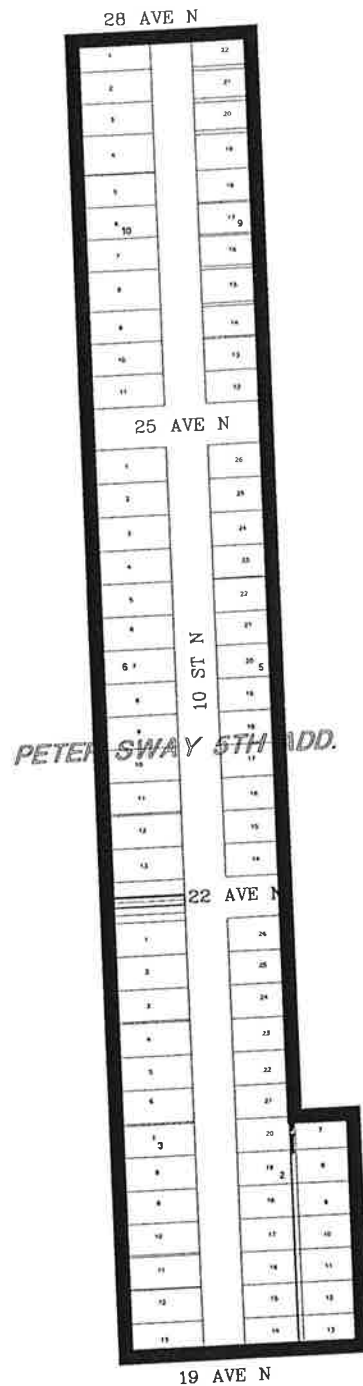
Lots 14 through 26, Block 5.
All in Peter Sway 5th Addition.

Lots 1 through 13, Block 6.
All in Peter Sway 5th Addition.

Lots 12 through 22, Block 9.
All in Peter Sway 5th Addition.

Lots 1 through 11, Block 10.
All in Peter Sway 5th Addition.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

WATER MAIN REPLACEMENT,
STREET RECONSTRUCTION
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-20-A

COVER SHEET
CITY OF FARGO PROJECTS

276

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:

SEAL COAT & INCIDENTALS

Improvement District No. PR-20-C

Call For Bids January 27, 2020

Advertise Dates February 3 & 10, 2020

Bid Opening Date March 4, 2020

Substantial Completion Date August 1, 2020

Final Completion Date September 1, 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
SEAL COAT & INCIDENTALS
IMPROVEMENT DISTRICT NO. PR-20-C

Nature & Scope

This project involves installing a seal coat on the asphalt surfaced streets in several sections of the City as follows:

Section 1:

- On Hickory Street North from Maple Street North to 32nd Avenue North.
- On Maple Street North from 29th Avenue North to 32nd Avenue North.
- On Par Street North from Bohnet Boulevard North to 32nd Avenue North.
- On Bohnet Boulevard North from Maple Street North to 32nd Avenue North.
- On Peterson Parkway North from Maple Street North to 32nd Avenue North.

Section 2:

- On 1st Street North from 28th Avenue North to Elm Street North.
- On 2nd Street North from 28th Avenue North to 32nd Avenue North.
- On Edgewood Drive North from 3rd Street North to 3rd Street North.
- On 3rd Street North from 28th Avenue North to 32nd Avenue North.
- On Edgemont Street North from 29th Avenue North to Forest Avenue North.
- On 28th Avenue North from Elm Street North to Broadway North.
- On 29th Avenue North from Elm Street North to 3rd Street North.
- On Cedar Avenue North from Elm Street North to 2nd Street North.
- On Forest Avenue North from Elm Street North to Broadway North.
- On 30th Avenue North from Edgewood Drive North to Broadway North.
- On 31st Avenue North from Elm Street North to Broadway North.

Section 3:

- On 25th Street North from 11th Avenue North to 12th Avenue North.
- On 28th Street North from 7th Avenue North to 12th Avenue North.
- On 29th Street North from 7th Avenue North to 12th Avenue North.
- On 30th Street North from 7 ½ Avenue North to 10th Avenue North.
- On 31st Street North from 7th Avenue North to 10th Avenue North.
- On 32nd Street North from 8th Avenue North to 12th Avenue North.
- On 7 ½ Avenue North from 30th Street North to 31st Street North.
- On 8th Avenue North from 28th Street North to 32nd Street North.
- On 10th Avenue North from 27th Street North to 32nd Street North.
- On 11th Avenue North from 27th Street North to 32nd Street North.
- On Madison Avenue North from 29th Street North to 32nd Street North.
- On 12th Avenue North from 25th Street North to 29th Street North.

Section 4:

- On 43 ½ Street South from Main Avenue to 2nd Avenue South.
- On 2nd Avenue South from 42nd Street South to 45th Street South.
- On 9th Avenue South from 38th Street South to 45th Street South.

Section 5:

On South Drive South.
On 19th Avenue South from 18th Avenue South to 5th Street South.
On 7th Street South from 18th Avenue South to 19th Avenue South.

Section 6:

On 28th Avenue South from 41st Street South to 42nd Street South.
On 30th Avenue South from 26th Avenue South to 42nd Street South.
On 31st Avenue South from 41st Street South to 42nd Street South.
On Thunder Road South from 39th Street South to 30th Avenue South.
On 39th Street South from Thunder Road South to 30th Avenue South.
On 41st Street South from 28th Avenue South to 30th Avenue South.

Section 7:

On Calico Drive South from 30th Avenue South to 45th Street South.
On 30th Avenue South from 43rd Street South to 45th Street South.

Section 8:

On Amber Valley Parkway South from 45th Street South to 55th Street South.
On 28th Avenue South from 1180' east of 51st Street South to 55th Street South.
On 30th Avenue South from Brandt Drive South to 55th Street South.
On 31st Avenue South from 51st Street South to Seter Parkway South.
On 46th Street South from 23rd Avenue South to Amber Valley Parkway South.
On 51st Street South from 23rd Avenue South to Amber Valley Parkway South.
On 51st Street South from 28th Avenue South to 32nd Avenue South.
On 55th Street South from 23rd Avenue South to Amber Valley Parkway South.
On Amber Valley Court South.

Section 9:

On Tanner Avenue South from 54th Street South to 55th Street South.
On 34th Avenue South from 54th Street South to 130' west of 55th Street South.
On Tyler Avenue South from 54th Street South to 55th Street South.
On 35th Avenue South from 54th Street South to 55th Street South.
On 54th Street South from Tanner Avenue South to 36th Avenue South.
On 55th Street South from 33rd Avenue South to 36th Avenue South.
On 50th Street South north of 36th Avenue South.

Section 10:

On 40th Avenue South from 25th Street South to Rose Coulee Bridge.

Section 11:

On 67th Avenue South from 21st Street South to 25th Street South.
On 68th Avenue South from 21st Street South to 25th Street South.
On 23rd Street South from 68th Avenue South to 70th Avenue South.
On 24th Street South from 68th Avenue South to 70th Avenue South.

Purpose

Installation of a seal coat at this time will extend the life of these roadways considerably.

Feasibility

The total construction cost is estimated to be \$747,412.00 and will be paid by State Funds and Special Assessments. The cost breakdown is as follows:

Sections 6, 7, 8, 9 & 11:

Estimated Construction Cost:	\$ 270,506.00
Plus Engineering Fees (10%):	\$ 27,050.60
Plus Administration Fees (4%):	\$ 10,820.24
Plus Legal/Misc Fees (3%):	\$ 8,115.18
Plus Interest (4%):	\$ 10,820.24
Plus Contingency (10%):	\$ 27,050.60
Assessed Cost:	\$ 354,362.86

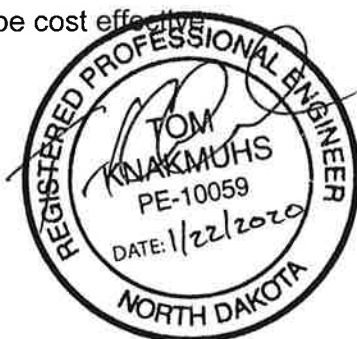
Sections 1 – 5, part of 8 & 10:

Estimated Construction Cost:	\$ 476,906.00
Plus Engineering Fees (10%):	\$ 47,690.60
Plus Administration Fees (4%):	\$ 19,076.24
Plus Legal/Misc Fees (3%):	\$ 14,307.18
Plus Interest (4%):	\$ 19,076.24
Plus Contingency (10%):	\$ 47,690.60
State Funds:	\$ 624,746.8

Total:

Estimated Construction Cost:	\$ 747,412.00
Plus Engineering Fees (10%):	\$ 74,741.20
Plus Administration Fees (4%):	\$ 29,896.48
Plus Legal/Misc. Fees (3%):	\$ 22,422.36
Plus Interest (4%):	\$ 29,896.48
Plus Contingency (10%):	\$ 74,741.20
Total Cost:	\$ 979,109.72
 Assessed Cost (36.19%):	 \$ 354,362.86
State Funds (63.81%):	\$ 624,746.86

We believe this to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

**CITY OF FARGO
ENGINEERING DEPARTMENT**

LOCATION & COMPRISING

SEAL COAT & INCIDENTALS

IMPROVEMENT DISTRICT NO. PR-20-C

LOCATION (Section 6):

On 28th Avenue South from 41st Street South to 42nd Street South.
On 30th Avenue South from 26th Avenue South to 42nd Street South.
On 31st Avenue South from 41st Street South to 42nd Street South.
On Thunder Road South from 39th Street South to 30th Avenue South.
On 39th Street South from Thunder Road South to 30th Avenue South.
On 41st Street South from 28th Avenue South to 30th Avenue South.

LOCATION (Section 7):

On Calico Drive South from 30th Avenue South to 45th Street South.
On 30th Avenue South from 43rd Street South to 45th Street South.

LOCATION (Section 8):

On Amber Valley Parkway South from 55th Street South to 450' east of 55th Street South.
On 28th Avenue South from 1180' east of 51st Street South to 55th Street South.
On 30th Avenue South from Brandt Drive South to 55th Street South.
On 31st Avenue South from 51st Street South to Seter Parkway South.
On 51st Street South from 23rd Avenue South to Amber Valley Parkway South.
On 51st Street South from 28th Avenue South to 32nd Avenue South.
On 55th Street South from 23rd Avenue South to Amber Valley Parkway South.

LOCATION (Section 9):

On Tanner Avenue South from 54th Street South to 55th Street South.
On 34th Avenue South from 54th Street South to 130' west of 55th Street South.
On Tyler Avenue South from 54th Street South to 55th Street South.
On 35th Avenue South from 54th Street South to 55th Street South.
On 54th Street South from Tanner Avenue South to 36th Avenue South.
On 55th Street South from 33rd Avenue South to 36th Avenue South.
On 50th Street South north of 36th Avenue South.

LOCATION (Section 11):

On 67th Avenue South from 21st Street South to 25th Street South.
On 68th Avenue South from 21st Street South to 25th Street South.
On 23rd Street South from 68th Avenue South to 70th Avenue South.
On 24th Street South from 68th Avenue South to 70th Avenue South.

COMPRISING (Section 6):

Bound on the North on 26th Avenue South from 41st Street South to Interstate 29.

Bound on the East from the NE corner of part of Lot 1, Block 1 Adams 7th Addition to the SE Corner of Lot 2, Block 1, Adams 5th Addition. Then west along the south lot line of Lot 1, Block 3, Adams 7th Addition. Then south to 32nd Avenue South.

Bound on the South along 32nd Avenue South from the SE corner of Lot 1, Block 1, Asplin 3rd Addition to the SW corner of Lot 1, Block 1, Heidrich Addition.

Bound on the West along the west side of Lot 1, Block 1, Heidrich Addition and 42nd Street South.

COMPRISING (Section 7):

Bound on the North along 26th Avenue South from 45th Street South to the NE corner of Lot 6, Block 1 Calico Prairie Addition.

Bound on the East from the NE corner of Lot 6, Block 1 Calico Prairie Addition to the SE Corner of the E 255 Ft of Lot 1, Block 2, Calico Prairie Addition.

Bound on the South from SE Corner of the E 255 Ft of Lot 1, Block 2, Calico Prairie Addition at 43rd Street to 45th Street South.

Bound on the West by 45th Street South.

COMPRISING (Section 8):

Bound on the North along 23rd Avenue South from Veterans Boulevard to the East side of Gamma Fargo Addition excluding the area of Lots 2 & 3 Block 1 and all of Block 2 and 3 of Amber Valley 6th Addition.

Bound on the East from 23rd Avenue South along the East side of Gamma Fargo Addition to Amber Valley Parkway. West along Amber Valley Parkway to the SE corner of Lot 3, Block 1, Gamma Fargo Addition. Then south SE corner Lot 4, Block 1, Amber Valley 7th Addition and then West to its Western Lot line. Southwest through part of Lot 9 & part of Lot 8, Block 2, Urban Plains by Brandt 1st Addition to 28th Avenue South. East on 28th Avenue approximately 238' and South Along the Eastern Edge of part of Lot 1, Block 1 Brandt Park Addition. Then East along the Northern lot lines of Lots 4-6, Block 1 of Urban Plains Medical Park Addition to Brandt Drive South. Then commencing South along Brandt Drive South to 32nd Avenue South.

Bound on the South on 32nd Avenue South from Brandt Drive South to Seter Parkway.

Bound on the West from 32nd Avenue South by Veterans Boulevard, 55th Street South, and Seter Parkway.

COMPRISING (Section 9):

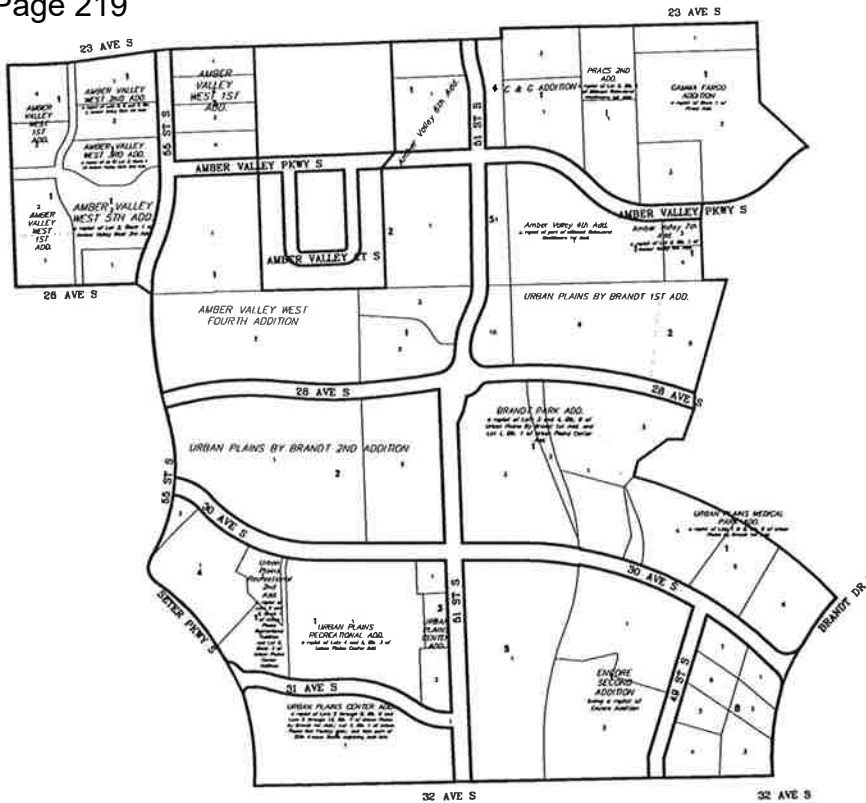
All of Farmstead at Brandt Addition plus lots 1-20, 22-27 Block 2, and all of Block 3 & 4, Valley View Addition.

COMPRISING (Section 11):

All of Davies 2nd Addition except lots 1-3 Block 1.
Lots 1-2, Block 9 and all of Block 10, Crofton Coves 1st Addition.
Lots 19-28, Block 1, Crofton Coves 2nd Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.

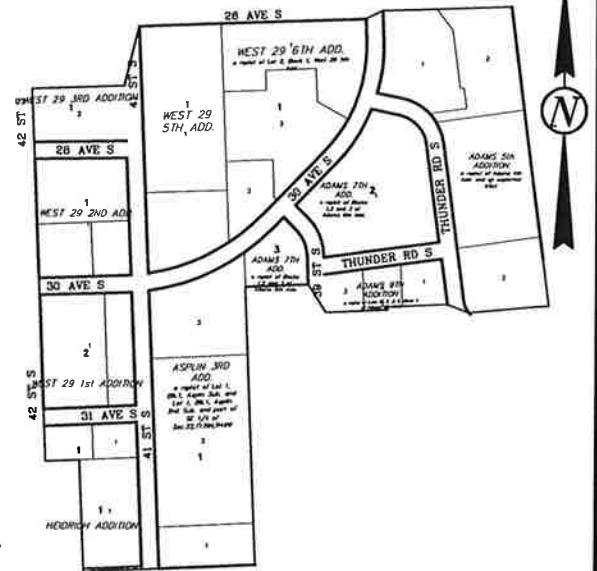
VETERANS BLVD



SECTION 8



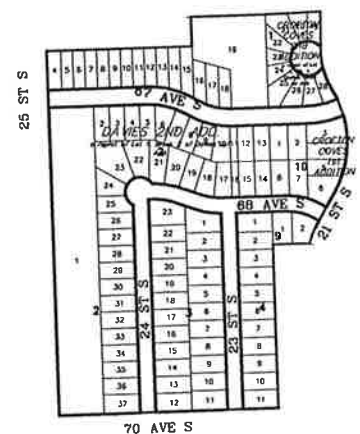
SECTION 9



SECTION 6



SECTION 7



SECTION 11

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

SEAL COAT
& INCIDENTALS

IMPROVEMENT DISTRICT NO. PR-20-C

COVER SHEET
CITY OF FARGO PROJECTS

270

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 the Project as it will appear in the Contract:

Storm Sewer Repairs & Incidentals

Improvement District No. UR-20-A

Call For Bids January 27, 2020

Advertise Dates February 3 & 10, 2020

Bid Opening Date March 4, 2020

Substantial Completion Date September 4, 2020

Final Completion Date October 9, 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 Roger E. Kluck, P.E. C.F.M.

Phone No. (701) 241-1537

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
STORM SEWER REPAIRS & INCIDENTALS
IMPROVEMENT DISTRICT NO. UR-20-A

Nature & Scope

This project is broken up into five sections of construction. Section A is an area of storm sewer inlet manhole repairs and storm sewer pipe replacements between 13th Avenue South and 17th Avenue South and 35th Street South and 33rd Street South. Section B is an area of storm sewer inlet and manhole repairs south of 32nd Avenue in the Love's Truck Stop area and in the Pointe West subdivision area. Section C repairs a storm sewer and manhole that is causing ground settlement at 33rd Street South and 40th Avenue South. Section D repairs storm sewer pipe and manholes on 47th Street South near 45th Avenue South. Section E addresses drainage ponding in a residential yard at 621 9th Street South.

Purpose

Section A of the project is an area of storm sewer inlet and manhole repairs and storm sewer pipe replacement between 13th Avenue South and 17th Avenue South and 35th Street South and 33rd Street South. The repair areas have been identified by Public Works as needing repair. Storm Sewer repair areas include invert repair and replacement in catch basins and manholes, manhole and catch basin repairs, and an area of storm sewer pipe replacement.

Section B of the project is an area of storm sewer inlet and manhole repairs south of 32nd Avenue in the Love's Truck Stop area and in the Pointe West subdivision area. The repair areas have been identified by Public Works as needing repairs. Storm Sewer repair areas include invert repair and replacement in catch basins, manholes, and manhole and catch basin repairs.

Section C repairs settlement near a storm sewer manhole on 33rd Street South and 40th Avenue South. This repair was bid earlier this summer and due to the high costs submitted and the limited interest due to an abundance of other projects available, the repair work was delayed until it could be included in a larger scope project.

Section D repairs storm sewer pipe and manholes on 47th Street South near 45th Avenue South. The repair areas have been identified by Public Works as needing repair. Storm Sewer repair areas include invert repair and replacement in catch basins and manholes, manhole and catch basin repairs, and an area of storm sewer pipe replacement.

Section E addresses drainage ponding in a residential yard at 621 9th Street South. The subject property has been part of a larger drainage area that continues east through several properties on the way to the river. The drainage swale picks up storm water runoff from the west and conveys it to a control structure connected to City Storm Sewer. The repair includes replacement of the existing 12-inch corrugated steel pipe with a larger reinforced concrete storm sewer pipe and replacement of the existing catch basin to receive the larger concrete pipe. The City has been working with the Property Owner on the planned repairs.

Feasibility

The estimated construction cost is approximately \$708,775.00. This project will be funded using a combination of Special Assessments and Storm Sewer Utility Funds. The project's cost breakout is as follows:

Section A and Section B

	\$593,285.00
Engineering 10%:	\$ 59,328.50
Contingency 10%:	\$ 59,328.50
Legal & Misc. 3%:	\$ 17,798.56
Admin 4%:	\$ 23,731.40
Interest 4%:	\$ 23,731.40


**Section A and Section B Special
Assessment Cost:****\$ 388,601.68****Section A and Section B Storm
Sewer Utility Cost:****\$ 388,601.68****Section C, Section D, and Section E**

	\$ 115,490.00
Engineering 10%	\$ 11,549.00
Contingency 10%:	\$ 11,549.00
Legal & Misc. 3%	\$ 3,464.70
Admin 4%	\$ 4,619.60
Interest 4%	\$ 4,619.60
Total Storm Sewer Utility Cost:	\$ 151,291.90

Project Funding Summary:

Special Assessment (41.85%):	\$ 388,601.68
Storm Sewer Utility (58.15%):	\$ 539,893.58
Total:	\$ 928,495.26

We believe this project to be cost effective.


Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING
STORM SEWER REPAIRS & INCIDENTALS
IMPROVEMENT DISTRICT NO. UR-20-A

LOCATION:

Section A: Generally bounded by 13th Avenue South to 17th Avenue South and 35th Street South to 32nd Street South.

Section B1: Generally bounded by 33rd Avenue South to 35th Avenue South and 42nd Street South to 45th Street South.

Section B2: Generally bounded by 42nd Street South to 49th and 32nd Street South to 37th Avenue South.

COMPRISING:

1. SECTION A:

- Lot 1 Block 1; Lots 1-8 Block 2; Lot 2 Block 3; Saks Addition.
- Lots 1-4 Block 1; Lots 1-5 & 7-12 Block 3; Hub Addition.
- Lots 2-7 Block 4A; Lots 4-9 Block 4B; Lots 1-10 Block 4C; Lots 1-5, 8, 9 Block 4D; Re-Plat of Block 4 Hub Addition.
- Lots 1-9 Block 1; Prairie South Addition.

2. SECTION B1:

- Lot 2 Block 1; Lot 1 Block 2; Lots 2-19 Block 3; Lots 1-14 Block 4; Lots 1-14 Block 5; Lots 1-14 Block 6; Lots 1-14 Block 7; Lots 1-14 Block 8; Lots 1-18 Block 9; Pointe West First Addition.
- Lots 18-29 Block 1; Lots 1-11 Block 8; Pointe West Second Addition.

3. SECTION B2

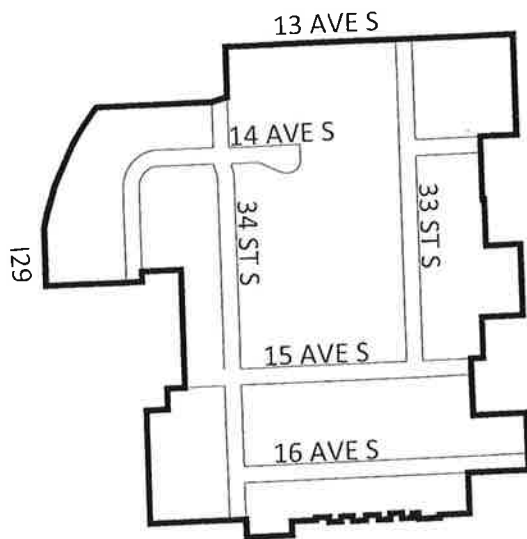
- Lots 1-5 Block 1; RDO Addition.
- Re-Plat of Lot 1 Block 1; RDO Addition.
- Lot 1 Block 1; Asleson Industrial Park Second Addition.
- Lot 1 Block 1; Asleson Industrial Park First Addition.
- Lot 1 Block 1; RDO Truck Center Addition.
- Lot 1 Block 1; Wartenbee Addition.
- Lots 1 & 2 Block 1; Inland Truck Parts Company Second Addition.
- Lots 1 & 2 and 12-14; Block 1 DK First Addition.
- Lot 1 Block 1; Asleson Industrial Park Fourth Addition.

Tract of land located in the NE ¼ of Section 27 described as follows: Beginning at the SW Corner of Lot 1, Block 1, Asleson Industrial Park 4th Addition; Then N 87 Degrees 38 Minutes 18 Seconds East on the south line of subdivision Lot 1 for a distance of 631.57 feet to the southeast corner of subdivision Lot 1; Then south 04 Degrees 29 Minutes 06 Seconds east on the southerly extension of the east line of subdivision Lot 1 for a distance of 233.80 feet to the northwest corner of Lot 1 Block 1 of Wartenbee Addition; Then continuing south 04 Degrees 29 Minutes 06 Seconds east on the west line of subdivision Lot 1 for a distance of 35.02 feet; Then south 87 Degrees 38 Minutes 18 Seconds west for a distance of 642.23 feet to the southerly extension of the west line of Lot 1, Block 1 of the subdivision Asleson Industrial Park 4th Addition; Then north 02 Degrees 12 Minutes 42 Seconds west on the southerly extension of subdivision west line for a distance of 268.64 feet to the Point of Beginning.

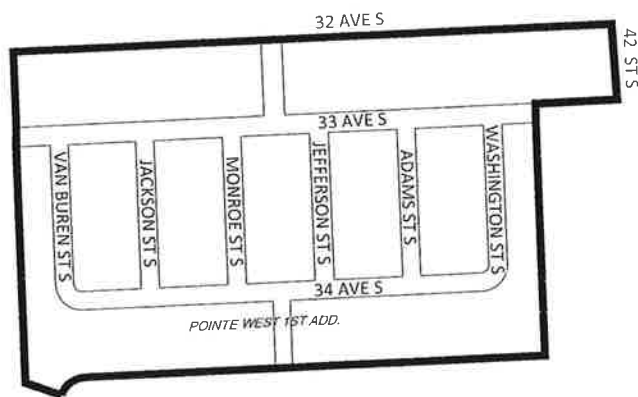
- Lot 1 Block 1; Asleson Industrial Park Sixth Addition.
- Lot 1 Block 1; Asleson Industrial Park Fifth Addition.
- Lots 1 & 2 Block 1; Asleson Farms Third Addition.
- Lot 1 Block 1; Asleson Industrial Park Third Addition.

Part of Lot 1 Block 1; Described as follows: Commencing at northeast corner of Lot 1, then south 87 Degrees 36 Minutes 47 Seconds west along north line of Lot 1 355.99 feet to Point of Beginning, then south 2 Degrees 9 Minutes 3 Seconds east a distance of 375.87 feet to south line of Lot 1 and a tract of land in Northeast ¼ of Section 27 Township 139N Range 49W described as follows: Beginning at northwest corner of Lot 1, Block 1 Asleson Industrial Park Third Addition, then south 2 Degrees 9 Minutes 3 Seconds east along west line a distance of 375.84 feet to southwest corner of Lot 1, then south 87 Degrees 37 Minutes 29 Seconds west a distance of 60 feet to southeast corner of Lot 1, Block 1; then north 2 Degrees 9 Minutes 3 Seconds west along east line of Subdivision Lot 1 a distance of 375.84 feet to intersection of westerly extension of north line of Lot 1 Block 1 Asleson Industrial Park Third Addition and the east line of Lot 1 Block 1; of Subdivision Asleson Farms First Addition, then north 87 Degrees 36 Minutes 47 Seconds east a distance of 60 feet along westerly extension of north line of Subdivision Lot 1 Block 1; to Point of Beginning.

- Lots 1 and 2 Block 1; Asleson Farms First Addition.
- Lot 1 Block 1; Northland Addition.
- Lot 1 Block 1; Northland Second Addition.
- Lot 1 Block 1; Adams Third Subdivision.
- Lots 3-5 Block 1; A re-plat of Willard Grager's First Addition.



SECTION A



SECTION B-1



SECTION B-2

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

STORM SEWER REPAIRS & INCIDENTALS

IMPROVEMENT DISTRICT NO. UR-20-A