

FARGO CITY COMMISSION AGENDA
Monday, January 28, 2019 - 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 14, 2019).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adopting of the following Ordinances; 1st reading 1/14/19:
 - a. Amending Section 2-0203 and Enacting Section 2-0205 of Article 2-02 of Chapter 2 of the Fargo Municipal Code Relating to Elections.
 - b. Amending Article 24-04 of Chapter 24 of the Fargo Municipal Code Relating to Wireless Telecommunications.
- 2. Applications for property tax exemptions for improvements made to buildings:
 - a. Gary J. and Amie C. Haugo, 808 8th Street South (5 year).
 - b. Brian J. and Edith A. Lee, 2201 North Flickertail Drive South (5 year).
 - c. Zachary P. and Trisha J. Johnson, 1701 14th Street South (5 year).
 - d. Brent and Dawn Barth, 1621 7th Avenue South (5 year).
 - e. Martin P. and Mona L. Heggedal, 138 Prairiewood Drive South (3 year).
 - f. Reuben D. and Beth M. Viland, 182 Prairiewood Drive South (3 year).
 - g. Brooke E. Austin, 1625 3rd Street North (5 year).
 - h. Maury C. and Sharon T. Morgan, 2101 8th Street North (5 year).
 - i. Andrew J. Myer, 1617 8th Street South (5 year).
 - j. Joshua D. and Rebekah K. Nelson, 1802 18th Street South (5 year).
 - k. Andrew P. and Billiejo A. Shae, 1813 8th Street South (5 year).
- 3. Applications for Games of Chance:
 - a. BIO Girls for a raffle on 4/5/19.
 - b. St. John Paul II Catholic Schools for a raffle on 4/27/19.
 - c. Muskies Inc. F-M Chapter for a raffle on 2/7/19.
 - d. Nativity Elementary for a raffle board on 2/1/19.
 - e. Boosters of ND Elite Dancers "bonded" for a raffle on 2/17/19.
- 4. Pledged securities as of 12/31/18.
- 5. Purchase Agreement with BDN Properties, LLP for properties located at 665 and 683 Royal Oaks Drive North

6. Grant Award and Acceptance from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$7,150.00 and designate the Rape and Abuse Crisis Center as a pass-through grant recipient (CFDA #16.738).
7. Agreement for Services with Gia Rassier.
8. Agreement for Services with Annie Wood.
9. Notice of Grant Award from the ND Department of Health for HIV Prevention Activities/Syringe Services Program Grant and Purchase of Service Agreement from the ND Department of Health for HIV Prevention Activities for HIV/HCV Counseling, Testing and Referral (CFDA #93.940).
10. Purchase of Service Agreement from the ND Department of Health for targeted testing for TB Infection and Treatment (CFDA #93.116).
11. Agreement for Services with Erica Frank.
12. Agreement for Services with Janice Tweet.
13. Acceptance of the FY 2018 State Homeland Security Grant Program award in the amount of \$75,363.00
14. Memorandum of Understanding Regarding Ed Clapp Elementary and Dr. James Carlson Library.
15. Bid award for fuel purchase in the 3rd and 4th Quarters of 2019 (RFV19007).
16. Cancellation of the Sales Agreement with Butler Machinery for the purchase of one crawler dozer (RFP18310) and re-issue a new RFP.
17. Bid award for one motorgrader with wing (RFP18302).
18. Contract Amendment No. 2 with Houston Engineering in the amount of \$14,952.00 for Project No. MS-14-20.
19. Contract Amendment No. 1 with Flint Group in the amount of \$6,892.50 for Project No. MS-18-F0.
20. Agreement for Engineering Services with Houston Engineering, Inc. in the amount of \$213,168.00 for Project No. BN-19-A3.
21. Bid award for marketing services at Transit (RFP19005).
22. Receive and file the MATBUS Transit Facility Study.
23. Bills.
24. Negative Final Balancing Change Order No. 2 in the amount of -\$38,396.98 for Improvement District No. PR-18-F1.
25. Change Order No. 1 for an increase of \$9,522.64 and time extension to 6/18/19 for Improvement District No. UN-18-B1.

26. Change Order No. 8 for an increase of \$8,580.00 and time extension to 5/15/19 for Improvement District No. BN-17-B1.
27. Contract Amendment No. 2 with KLG in the amount of \$176,644.63 for Improvement District No. BN-17-A3.
28. Cost Participation and Maintenance Agreement with the NDDOT for reconstruction of Main Avenue (Improvement District No. BR-18-A1).
29. Service Agreement with Minnkota Power Cooperative, Inc. for utility relocation and payment in the amount of \$81,000.00 (Improvement District No. BN-19-A2).
30. Bid award for Improvement District No. BN-19-A2.
31. Create Improvement District Nos. BR-18-A and PN-18-C.

REGULAR AGENDA:

32. Request from Lakemode Liquors.
33. Public Hearings - 5:15 pm:
 - a. Transfer of a Class "H" Alcoholic beverage License from Pizza Boy Fargo, LLC d/b/a Uncle Maddio's Pizza Joint to Pipa's Pizza LLC d/b/a Uncle Maddio's Pizza at 1690 45th Street South, Suite 2.
 - b. Golden Valley Second Addition (6737 25th Street South); approval recommended by the Planning Commission on 7/3/18:
 1. Zoning change from AG, Agricultural to SR-4, Single-Dwelling Residential and P/I, Public and Institutional with a C-O, Conditional Overlay.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Golden Valley Second Addition.
34. Recommendation from the Tax Exempt Review Committee to approve the City of Fargo Tax Exempt Review Committee Policy and Guidelines.
35. Legislative update.

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

1a

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 2-0203 AND
2 ENACTING SECTION 2-0205 OF ARTICLE 2-02 OF CHAPTER 2
3 OF THE FARGO MUNICIPAL CODE RELATING TO ELECTIONS

4 WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in
5 accordance with Chapter 40-05.1 of the North Dakota Century Code;

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Amendment.

16 Section 2-0203 of Article 2-02 of Chapter 2 of the Fargo Municipal Code is hereby
17 amended to read as follows:

18 2-0203. Elections--Provisions governing.--Municipal elections in the city of Fargo
19 shall be conducted in accordance with the statutes of the state of North Dakota which relate
20 to elections in cities with a commission form of government except as ~~hereinbefore changed~~
21 and modified otherwise provided by city home rule charter, city ordinance or both home rule
22 charter and ordinance.
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Enactment.

1 Section 2-0205 of Article 2-02 of Chapter 2 of the Fargo Municipal Code is hereby
2 enacted to read as follows:

3 2-0205 – Election Procedures.

- 4 A. Methodology. City officials will be elected so that each voter may vote for all the
5 candidates the voter approves of in each race. Candidates receiving the most votes
6 will be elected until all necessary seats are filled in each race.
- 7 B. Ballot instructions. For each race to elect city officials, the instructions on the ballot
8 will instruct voters with the directions, "Vote for ALL the names you approve of,"
9 with "ALL" being written in uppercase.
- 10 C. Reporting of results. For each candidate's result in each race, reported vote
11 percentages must be calculated by taking the number of votes for that candidate
12 divided by the total ballots cast.

13 Section 3. Effective Date.

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

15 _____
16 Timothy J. Mahoney, M.D., Mayor

17 (SEAL)

18 Attest:

19 _____
20 Steven Sprague, City Auditor

21 First Reading:
22 Second Reading:
23 Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

16

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 24-04 OF CHAPTER 24 OF
THE FARGO MUNICIPAL CODE RELATING TO WIRELESS
TELECOMMUNICATIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 24-0402 of Article 24-04 of Chapter 24 of the Fargo Municipal Code is hereby amended to read as follows:

* * *

N. "Guidelines" or "Wireless Telecommunication Facility Guidelines" means any procedure or description from the city engineer, which may be modified and amended from time to time, concerning wireless facility application process and siting requirements. Any such Wireless Telecommunication Facilities Guidelines shall be consistent with this article.

* * *

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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Section 2. Amendment.

1 Section 24-0403 of Article 24-04 of Chapter 24 of the Fargo Municipal Code is
2 hereby amended to read as follows:

3 The location of any new wireless communication facility shall be, when possible, on
4 existing structures in the public right-of-way, such as utility poles or street lights, or the
5 replacement of an existing such structure as provided herein. Installation of additional wireless
6 support structures for the ~~secondary~~ purpose of supporting a wireless communication facility
within the public right-of-way will be permitted only as provided for in Section 24-0409 of this
article.

7 Section 3. Amendment.

8 Section 24-0404 of Article 24-04 of Chapter 24 of the Fargo Municipal Code is
9 hereby amended to read as follows:

10 * * *

11 B. Permit Issuance. Before a permit is issued, a written application must be
12 filed with the city engineer containing such information as may be required by the
city engineer. The application shall include, but not be limited to, the following:

13 * * *

14 6. Other information required by this article, the detailed permit application,
15 and the Wireless Telecommunication Facilities Guidelines ("Guidelines") adopted by the
16 Board of City Commission of the city of Fargo.

17 C. Fees . The issuing authority may require payment of a nonrefundable permit
18 application fee at the time a permit application is submitted, as approved by the
19 Board of City Commission and adopted in the ~~Wireless Facilities~~ Guidelines.
20 Such fee shall be set to recoup some or all of the cost of permit review, processing
21 and issuance, and will be in addition to any other applicable fee or any separate
22 payments that may be required in the event a permit is granted for use of the
23 public right-of-way or the use of city-owned structures. The city reserves the right
to charge permit holders a fee for their use of the public right-of-way to the extent
that such charges are allowed under state law, as well as all other fees provided in

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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1 article 24-03. All such fees shall be described in the ~~Wireless Facility~~ Guidelines
and may be in addition to any fee charged for attachment to city-owned structures.

2 * * *

3 E. Timeframe for Review. The city engineer shall comply with applicable
4 federal, state and local law concerning the time period for review following
5 receipt of a completed application to install or modify a wireless communications
6 facility or wireless support structure in the public right-of-way. Specific
timeframes shall be described in ~~Wireless Facility~~ Guidelines.

7 * * *

8 Section 4. Amendment.

9 Section 24-0406 of Article 24-04 of Chapter 24 of the Fargo Municipal Code is
hereby amended to read as follows:

10 The city engineer may approve a permit for the installation of a wireless communication
11 facility in the public right-of-way, provided the applicant certifies compliance with the following
12 general conditions, and subject to other use-specific conditions and other requirements set forth
in this article and in ~~any Wireless Application~~ the Guidelines.

13 A. General Design Standards -

14 * * *

15
16 3. Antennas shall be as small as possible. To address the physical and aesthetic
17 impact on the public right-of-way, the city engineer may limit the physical size of the
antenna as provided by law.

18 * * *

19 6. All other wireless equipment associated with the structure, including the wireless
equipment associated with the antenna and any pre-existing associated equipment on
the structure, shall be as small as possible, but no more than as permitted by law.

20 ~~6. Wireless communication facilities in historic areas shall comply with any
21 special requirements applicable to such areas, and may be subject to additional city
22 review.~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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Section 5. Amendment.

Section 24-0407 of Article 24-04 of Chapter 24 of the Fargo Municipal Code is hereby amended to read as follows:

In addition to the general conditions described in section 24-0406, any wireless communication facility for which a permit is requested under this article shall meet the following requirements, in addition to applicable specifications within any current Guidelines.

* * *

C. Electrical power-. The acquisition of electrical power shall be the sole responsibility of the applicant.

Section 6. Amendment.

Section 24-0408 of Article 24-04 of Chapter 24 of the Fargo Municipal Code is hereby amended to read as follows:

In addition to the requirements set forth in section 24-0406 and applicable provisions in section 24-0407, the following conditions will apply to a wireless communication facility attached to a city-owned structure.

A. ~~The management of attachments to city-owned structures is undertaken by the city in its proprietary capacity, as landlord.~~ The grant of attachment rights does not waive any zoning or other public right-of-way management requirements that may also apply.

* * *

E. Training - At the request of the city, the permit holder shall host on-site training for city maintenance staff. The training will be offered for each wireless communication facility project on one or more city-owned structures. The training shall include occupational safety, personal protection, proximity limits,

OFFICE OF THE CITY ATTORNEY
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emergency procedures and contact information.

1 Section 7. Amendment.

2 Section 24-0409 of Article 24-04 of Chapter 24 of the Fargo Municipal Code is
3 hereby amended to read as follows:

4 24-0409. - Replacement of City-Owned Structures, ~~or~~ Addition of City Owned Structures
5 by Stealth or the Addition of a New Wireless Support Structure.

6 In addition to the general conditions described in sections 24-0406 and applicable
7 provisions in sections 24-0407 and 24-0408, the proposed replacement of an existing city-owned
8 structure or placement of a new stealth city owned structure or the addition of a new wireless
9 support structure shall be subject to the following requirements.

9 A. The replacement of a city-owned structure, ~~or~~ the addition of a new stealth city
10 owned structure or the addition of a new wireless support structure shall be ~~entirely at the~~
11 discretion of the city engineer considered a discretionary function of the city engineer in
12 conformance with this article and the Guidelines.

12 B. At a minimum, the applicant must demonstrate the following, to the satisfaction of
13 the city engineer:

13 * * *

14 5. In order to place a new wireless support structure, the applicant must first
15 establish that placement of the facility outside of the right-of-way on private
16 property would be unduly burdensome, there are no existing or replacement
17 structures that would provide the necessary capabilities, and that a new stealth
18 facility is not feasible.

19 6. The city may require payment of an encroachment fee or other
20 compensation, which may be in addition to any application fee, permit fee, or
21 right-of-way use fee.

22 C. Ownership-. A replacement structure or a new stealth structure under this section
23 shall be dedicated to and owned by the city upon completion, to the satisfaction of the
city engineer. The permit holder shall provide city a Bill of Sale, free and clear of all
liens and encumbrances.

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D. Acquisition and use of electrical power to serve a wireless communication facility on a replacement wireless support structure, ~~or stealth~~ facility or wireless support structure shall be the sole responsibility of the permit holder.

E. Stocked Poles-. To enable prompt replacement in the event of a knockdown or structural compromise of a city owned replacement structure or stealth structure, a permit holder shall provide the city with ~~one~~ stock poles substantially identical to the initial city owned replacement pole, as follows: ~~one (1) stock pole for the first permitted replacement structure, and one (1) stock pole for each set of five additional replacement structures as required by the Guidelines.~~

F. Stealth facilities and new wireless support structures placed in the right-of-way shall be maintained in accordance with the terms of this article and as provided for in a separate agreement.

* * *

Section 8. Amendment.

Section 24-0410 of Article 24-04 of Chapter 24 of the Fargo Municipal Code is hereby amended to read as follows:

* * *

B. Ground-Mounted Equipment.

* * *

(e) ~~In any historical area, that~~ The ground mounted equipment does not detrimentally affect the historical nature aesthetics of the area, as provided for in the Guidelines, to the satisfaction of the city engineer;

(f) That no reasonable alternative exists that is more favorable to adjacent property owners and to effective use and management of the public right-of-way; and

(g) The ground mounted equipment will not adversely impact the health, safety

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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or welfare of the community.

1 2. ~~Underground equipment~~. The city engineer may require, ~~at his or her~~
2 ~~discretion~~, that equipment and utilities be placed underground when aesthetically
3 appropriate and as provided for in the Guidelines, necessary for public safety and
4 compliance with State and Federal laws, and may prohibit the installation of
ground mounted equipment unless technically infeasible or otherwise cost
prohibitive.

5 Section 9. Amendment.

6 Section 24-0417 of Article 24-04 of Chapter 24 of the Fargo Municipal Code is
7 hereby amended to read as follows:

8 24-0417. - Duty to Remove and Relocate Facilities.

9 A. The city may amend the permit and may order a permit holder to remove
10 and relocate its wireless communication facility and wireless support structure
11 in the public right of way, including all related equipment at the permit
holder's expense, if the facility or wireless support structure interferes with the
12 use of the public right-of-way or city facilities or services.

13 * * *

14 Section 10. Amendment.

15 Section 24-0419 of Article 24-04 of Chapter 24 of the Fargo Municipal Code is
16 hereby amended to read as follows:

17 24-0419. -- Wireless Telecommunication Facility Guidelines.

18 Due to rapidly changing technology and regulatory requirements, the
19 ~~b~~Board of ~~e~~City ~~e~~Commissioners may ~~authorize the city engineer to issue~~ adopt
20 Wireless Telecommunication Facility Guidelines ("Guidelines") by Resolution to
serve as further regulatory guidance and clarification, consistent with this article
21 and applicable law, and further may designate the City Engineer with such
22 authority as necessary to develop, revise and enforce Application criteria and

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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Aesthetics requirements. The Guidelines may be amended and updated by Resolution ~~at the discretion of the city engineer~~ to adjust for new technologies, regulations, and city objectives. All permit holders shall comply with such Guidelines for any new facility installations subject to this article.

Section 11. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

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CITY OF
Fargo
ASSESSMENT DEPARTMENT

2a

January 14, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 808 8 St. S as submitted by Gary J. & Amie C. Haugo. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$410 with the City of Fargo's share being \$70.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Gary Hauso Phone No. 701-261-5172

2. Address of Property 808 8th St. So.
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. PTS 17 & 21, A 11 18-20, Blk L, Chas A Roberts

4. Parcel Number 01-2400-01550-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 808 8th St. So.
City Fargo State ND Zip Code 58103

Description Of Improvements For Exemption

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

7. Building Permit No. 180522 8. Year Built 1915

9. Date of Commencement of making the improvement 5/2/18

10. Estimated market value of property before improvement \$ 164,800

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

12. Estimated market value of property after improvement \$ 496,500

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature [Signature] Date 1-11-19

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature [Signature] Date 1/14/19

Action of Governing Body

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



jb

January 14, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2201 North Flickertail Dr. S as submitted by Brian J. & Edith A. Lee. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, 2021, 2022, & 2023.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka". The signature is written in a cursive style with a large initial "B".

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner BRIAN & EDITH LEE Phone No. 701-235-7817

2. Address of Property 2201 NORTH FLICKERTAIL DR S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. LT 16 BLK 3 SOUTHVIEW VILLAGES ADDN

4. Parcel Number 01-2840-00450-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner SAME

City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

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

7. Building Permit No. 181893 8. Year Built 1975

9. Date of Commencement of making the improvement 10/25/18

10. Estimated market value of property before improvement \$ 236,100

11. Cost of making the improvement (all labor, material and overhead) \$ 50,000

12. Estimated market value of property after improvement \$ _____

Applicant's Certification and Signature

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

Applicant's Signature Edith Lee Date 1/7/18

Assessor's Determination

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

Assessor's Signature Don Quatta Date 1/14/19

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

2c

January 10, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1701 14 St. S as submitted by Zachary P. & Trisha J. Johnson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$100 with the City of Fargo's share being \$15.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner ZACHARY & TRISHA JOHNSON Phone No. 701-388-0426

2. Address of Property 1701 14 ST S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. LT 1 BLK 3 BOHNSACKS 1ST

4. Parcel Number 01-0161-00360-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner SAME
City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

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

7. Building Permit No. 180639 8. Year Built 1955

9. Date of Commencement of making the improvement 4/1/18

10. Estimated market value of property before improvement \$ 179,800

11. Cost of making the improvement (all labor, material and overhead) \$ 12,000

12. Estimated market value of property after improvement \$ 187,700

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature [Signature] Date 1/6/19

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature [Signature] Date 1/11/19

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

2d

January 10, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1621 7 Ave. S as submitted by Brent & Dawn Barth. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$205 with the City of Fargo's share being \$35.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

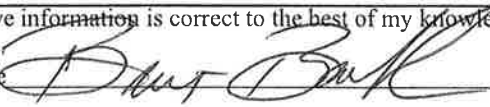
Property Identification

1. Name of Property Owner	BRENT & DAWN BARTH	Phone No.	701-799-8550
2. Address of Property	1621 7 AVE S		
City	FARGO	State	ND
Zip Code	58103		
3. Legal description of the property for which the exemption is being claimed.	LOT 9 BLK 2 DARLINGS 2ND		
4. Parcel Number	01-0560-00340-000	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/>
		Central Business District	<input type="checkbox"/>
5. Mailing Address of Property Owner	SAME		
City		State	
Zip Code			

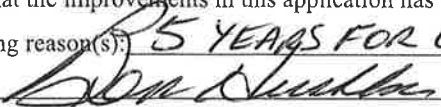
Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	REPAIR WATER DAMAGE, REMODEL KITCHEN		
7. Building Permit No.	181405	8. Year Built	1951
9. Date of Commencement of making the improvement	AUGUST 2018		
10. Estimated market value of property before improvement	\$	100,000	
11. Cost of making the improvement (all labor, material and overhead)	\$	15,000	
12. Estimated market value of property after improvement	\$	175,900	

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature 	Date 1/10/19

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/>	met the qualifications for exemption for the following reason(s): 15 YEARS FOR QUALIFYING WORK		
Assessor's Signature 	Date 1/11/19		

Action of Governing Body

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

Chairman of Governing Body _____	Date _____		

CITY OF
Fargo
ASSESSMENT DEPARTMENT

2e

January 17, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 138 Prairiewood Dr. S as submitted by Martin P. & Mona L. Heggedal. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$540 with the City of Fargo's share being \$90.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Martin P. & Mona L. Heggedal Phone No. (701) 261-2958

2. Address of Property 138 Prairiewood Dr. S (701) 297-0747

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed, Lot 22 Blk 17 Prairiewood

4. Parcel Number 01-2330-02250-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner Same

City _____ State _____ Zip Code _____

(Martin cell)
(Home)

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel existing kitchen. Remove walls b/t kitchen living room, and dining room. Remodel existing bathroom.

7. Building Permit No. 181447 8. Year Built 1985

9. Date of Commencement of making the improvement 08/27/2018

10. Estimated market value of property before improvement \$ 508,500

11. Cost of making the improvement (all labor, material and overhead) \$ \$ 200,000

12. Estimated market value of property after improvement \$ \$ 600,000 ?

Applicant's Certification and Signature

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

Applicant's Signature Martin Heggedal Date 1/14/19

Assessor's Determination

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

Assessor's Signature John Dueschke Date 1/17/19

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

2f

January 17, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

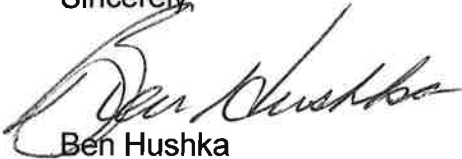
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 182 Prairiewood Dr. S as submitted by Reuben D. & Beth M. Viland. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$265 with the City of Fargo's share being \$45.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner REUBEN & BETH VILAND Phone No. 701-490-0359

2. Address of Property 182 PRAIRIEWOOD DR S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. LT 37 BLK 17 PRAIRIEWOOD ADDN

4. Parcel Number 01-2330-02400-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner SAME
City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). RESIDE DWELLING WITH STEEL INCLUDES SOFFITS, FASCIA, GUTTERS, WINDOW & DOOR WRAPS

7. Building Permit No. 181640 8. Year Built ~~1811~~ 1980

9. Date of Commencement of making the improvement 7-2-18

10. Estimated market value of property before improvement \$ 407,100

11. Cost of making the improvement (all labor, material and overhead) \$ 46,580

12. Estimated market value of property after improvement \$ _____

Applicant's Certification and Signature

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

Applicant's Signature [Signature] Date 1-12-19

Assessor's Determination

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

Assessor's Signature [Signature] Date 1/17/19

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



29

January 17, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1625 3 St. N as submitted by Brooke E. Austin. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$715 with the City of Fargo's share being \$120.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka". The signature is written in a cursive style with a large initial "B".

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Brooke Austin Phone No. 701-261-6309

2. Address of Property 1625 3 St N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. N 6' of Lt 370, all of Lt 371
North Broadway

4. Parcel Number 01-2100-02370-000 Residential Commercial Central Business District

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

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). 18' x 24' addition on crawl space & construct new garage

7. Building Permit No. 180398 8. Year Built 1949

9. Date of Commencement of making the improvement April 2018

10. Estimated market value of property before improvement \$ 124,000

11. Cost of making the improvement (all labor, material and overhead) \$ 125,000

12. Estimated market value of property after improvement \$ 190,700

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature Brooke Austin Date 1-4-19

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature Ben Smith Date 1/17/19

Action of Governing Body

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



2h

January 17, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2101 8 St. N as submitted by Maury C. & Sharon T. Morgan. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$70 with the City of Fargo's share being \$10.

Sincerely,

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

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Maury & Sharon Morgan Phone No. 735-4169

2. Address of Property 2101 8 St N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lt 24 & S 15' of Lt 25, Blk 2
Peter Sway 1st Addn

4. Parcel Number 01-3020-00530-000 Residential Commercial Central Business District

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

Description Of Improvements For Exemption

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

7. Building Permit No. 182035 8. Year Built 1954

9. Date of Commencement of making the improvement November 2018

10. Estimated market value of property before improvement \$ 175,500

11. Cost of making the improvement (all labor, material and overhead) \$ 3,500

12. Estimated market value of property after improvement \$ 181,100

Applicant's Certification and Signature

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

Applicant's Signature *Maury Morgan* Date 1-7-19

Assessor's Determination

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

Assessor's Signature *Den Annette* Date 1/12/19

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



21

January 17, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1617 8 St. S as submitted by Andrew J. Myer. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021, & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$160 with the City of Fargo's share being \$25.

Sincerely,

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

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Andrew Myer Phone No. _____

2. Address of Property 1617 88th S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
S 10' L 4' N 40' L 5' Bk 4 Lewis Addn.

4. Parcel Number 01-1720-00330-00 Residential Commercial Central Business District

5. Mailing Address of Property Owner Same

City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Finish lower level including fam room, bedroom, bath; Upstairs Bath

7. Building Permit No. 172384 8. Year Built 1941

9. Date of Commencement of making the improvement 11/1/17

10. Estimated market value of property before improvement \$ 241,400

11. Cost of making the improvement (all labor, material and overhead) \$ 57,000⁰⁰

12. Estimated market value of property after improvement \$ ~~91,400~~ 253,900

Applicant's Certification and Signature

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

Applicant's Signature [Signature] Date 1-17-19

Assessor's Determination

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

Assessor's Signature [Signature] Date 1/17/19

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



January 17, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1802 18 St. S as submitted by Joshua D. & Rebekah K. Nelson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$145 with the City of Fargo's share being \$25.

Sincerely,

A handwritten signature in cursive script that reads "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner JOSHUA & REBEKAH NELSON Phone No. 701-793-7037

2. Address of Property 1802 18 ST S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. LT 1 & N 5 FT OF LT 2 BLK 3 HAROLD A JOHNSON 3RD ADDN

4. Parcel Number 01-1490-00200-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner SAME
City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). FINISH LOWER LEVEL; INCLUDING EGRESS WINDOW, FAMILY ROOM, BEDROOM & BATH

7. Building Permit No. 181823 8. Year Built 1974

9. Date of Commencement of making the improvement 10/16/2018

10. Estimated market value of property before improvement \$ 225,200

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

12. Estimated market value of property after improvement \$ _____

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature Rebekah Nelson Date 1/3/2019

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature Ben Rusk Date 1/17/19

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

2K

January 17, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1813 8 St. S as submitted by Andrew P. & Billiejo A. Shae. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, 2021, 2022, & 2023.

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

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

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

Property Identification

1. Name of Property Owner JOSHUA & BETHANY GONSER Phone No. (701) 866-5502

2. Address of Property 1813 18 ST S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. LT 4 & N 5.5 FT OF LT 5 BLK 2 HAROLD A JOHNSON 3RD ADDN

4. Parcel Number 01-1490-00070-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner SAME 6280 173 Ave SE

City Colfax State ND Zip Code 58018

Description Of Improvements For Exemption

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

7. Building Permit No. 181861 8. Year Built 1965 1974

9. Date of Commencement of making the improvement August 2013

10. Estimated market value of property before improvement \$ 158,900

11. Cost of making the improvement (all labor, material and overhead) \$ \$ 2,951

12. Estimated market value of property after improvement \$ _____

Applicant's Certification and Signature

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

Applicant's Signature Bethany Gonsler Date 1/10/19

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 25 YEARS FOR QUALIFYING WORK

Assessor's Signature Don Kowalski Date 1/17/19

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

3d

\$25.00
V9135
1-23-19



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 Nativity Elementary	Date(s) of Activity 2/1/18th to 2/1/18th 19	For a raffle, provide drawing date(s): 2/1/18 19	
Person Responsible for the Gaming Operation and Disbursement of Net Income Antoinette Johnson	Title Fundraising Coordinator	Business Phone Number 612.919.3698	
Business Address 1825 11th S	City Fargo	State ND	Zip Code 58103
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Nativity Elementary	Site Address 1825 11th St S		
City Fargo	State ND	Zip Code 58103	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input checked="" 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 Board	Paddle Board	\$400			
Total:					(Limit \$12,000 per year) \$ 400.00

Intended uses of gaming proceeds: PTO Funds, Classroom Improvements
Classroom Supplies

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: \$ 0. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Antoinette Johnson</i>	Date 1/16/19	Title Fundraising Coordinator	Business Phone Number 612.919.3698
---	------------------------	---	--



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

3e

27.00
1217
1/23/19

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

Form with fields: Name of Non-profit Organization (Boosters Of North Dakota Elite Dancers "bonded"), Date(s) of Activity (2/17/2019 to 2/17/2019), For a raffle, provide drawing date(s) (2/17/19), Person Responsible for the Gaming Operation and Disbursement of Net Income (Andrea Olson), Title (Co-treasurer), Business Phone Number (701-200-8457), Business Address (758 34th St N Suites N & K), City (Fargo), State (ND), Zip Code (58102-0000), Mailing Address (Po Box 298), City (West Fargo), State (ND), Zip Code (58078-0000), Name of Site Where Game(s) will be Conducted (South High School), Site Address (1840 15th Ave S), City (Fargo), State (ND), Zip Code (58103-0000), County (Cass). Includes checkboxes for game types: Bingo, Raffle, Raffle Board, Calendar Raffle, Sports Pool, Poker, Twenty-one, Paddlewheels.

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Table with 3 columns: Game Type, Description of Prize, Retail Value of Prize. Rows include Raffle Basket prizes for NDSU (\$125.00), Car Care (\$125.00), Heritage Homes (\$100.00), Bakers (\$50.00), Pizza & Movie (\$50.00), Wine/chocolate (\$75.00), Games (\$50.00), Kids basket (\$50.00), and Blanket/Books (\$50.00).

Table with 3 columns: Game Type, Description of Prize, Retail Value of Prize. Rows include Raffle Basket prizes for Hotel/Swim (\$150.00), Massage (\$150.00), NDE Cheer (\$100.00), NDE Dance (\$100.00), Blush Salon (\$100.00), and 50/50 Raffle (Money to winner \$200.00).

Total: \$ 1,475.00 (Limit \$12,000 per year)

Intended uses of gaming proceeds: Proceeds will be used to offset registration and travel costs to send our dance team to Nationals in Florida.

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

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

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

Signature of Organization's Top Executive Official (Andrea Olson), Date (1-23-19), Title (President), Business Phone Number (701-200-7614)

4

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Approval of Pledged Securities

DATE: January 23, 2019

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	\$ 8,100,571
Wells Fargo Bank ND	\$ 3,094,461
US Bank (Letter of Credit)	\$ 5,000,000
Total Pledged Collateral	\$ <u>16,195,032</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, 2018.

01/23/2019
8:41:26AM

Pledged By Location
FIRST INTL. BANK & TRUST - FARGO, ND
FROM 12/01/2018 TO 12/31/2018

Code Receipt#	FAS 115	CUSIP Trade #	Description Maturity	Prerfund	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	3128MEBL4 466	FGCI G15243 3.000 11/01/27 11/01/2027		3.000		5,000,000.00 100.00 %	5,000,000.00	2,131,717.10	2,204,463.48	2,130,693.88
BND	SALE	3138E7TW4 1023	FNCI AK3264 3.000 02/01/27 02/01/2027		3.000		7,100,000.00 100.00 %	7,100,000.00	1,718,854.34	1,746,252.81	1,716,791.71
BND	SALE	502606RW8 1910	LA CROSSE CNTY WIS 04/01/2025		4.000		900,000.00 100.00 %	900,000.00	900,000.00	907,232.63	936,981.00
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	1,095,755.78	1,113,390.00
BND	SALE	610100VY8 2084	MONONA WIS 10/01/2023		2.000		600,000.00 100.00 %	600,000.00	600,000.00	608,258.98	598,860.00
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	1,170,056.00	1,211,479.50
BND	SALE	952724AS1 2983	WEST FARGO N D PK DIST 05/01/2026		3.050		595,000.00 100.00 %	595,000.00	595,000.00	595,000.00	595,279.65
TOTAL 65 CITY OF FARGO (CTFG)								16,350,000.00	8,100,571.44	8,327,019.68	8,303,475.74

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



BNY MELLON

Broker/Dealer Services
 101 Barclay Street, 4th Floor East
 New York, NY 10286

Date: 12/31/18

001354 XBGSCD11
 ATTN: STEVEN SPRAGUE
 CITY OF FARGO
 200 3RD STREET
 FARGO, ND 58012

Account Id: WUB366

Tax Id Number: 456002069

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Wells Fargo Bank, N.A. and The Bank of New York Mellon. Any questions should be directed to Vinnette Frater, Senior Associate, BDS/Tri-Party Services, (973)569-2411.

As agent we confirm the following collateralized deposit information received from Wells Fargo Bank, N.A. as of close of business the last business day of the month.

Date: 12/31/18

The collateral segregated on your behalf on 12/31/18 is as follows:

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
3138WHJ86	FNMA FNMS 2.500% 07/01/31	4,513,248.00	3,094,461.23
TOTAL MKT VALUE			3,094,461.23

BROKER DEALER SERVICES DIVISION
PRICING, INDICATIVE DATA AND OTHER DISCLOSURES

The prices of financial assets and indicative data reported or reflected in reports furnished by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) generally are provided by data providers and ratings agencies ("vendors") used by BDS in the ordinary course of business. Trust receipts will be valued based on the face amount of the underlying financial assets, as set forth therein. Prices and indicative data are not independently verified, and may contain errors or omissions.

With respect to certain newly issued financial assets, if vendors do not provide prices, such financial assets will be valued at par or the new issue price for up to three business days. Thereafter, such financial assets will be valued at zero.

With respect to certain financial assets other than new issues, vendors may not provide prices and may not update prices previously provided on a regular basis. If vendors do not provide prices or update previously reported prices within three business days, such financial assets will be valued at zero, unless other arrangements are agreed in writing.

Notwithstanding the foregoing, certain hard-to-price, thinly traded or illiquid financial assets are valued monthly with no adjustment during the interim period (details are available upon request by contacting BDS).

Although BNYM will not utilize prices obtained from brokers or dealers in providing services, BNYM may obtain from any broker or dealer prices and other information and data such as offering memoranda, observable and non-observable information and assumptions in order to assist BNYM's vendors in determining prices of particular financial assets.

With respect to certain financial assets that are not widely held or regularly traded, vendors may report prices based on valuation models which reflect underlying non-observable assumptions that may not be accurate or complete and such models and/or prices may not be regularly adjusted.

The prices reported by BDS may differ from the prices reported or used by other divisions of BNYM or its subsidiaries or affiliates, and such differences may or may not be material. Margin values reported in connection with triparty transactions may differ from margin values used by BNYM for its own account or for the account of its subsidiaries, affiliates or other clients.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets in default, provided that the prices of such financial assets are made available to BNYM by a vendor which BNYM uses generally for valuing such financial assets.



BNY MELLON

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets issued by your transaction counterparty or its subsidiaries or affiliates.

Average Traded Volume data is obtained from primary or secondary securities exchanges.

Market data, which is subject to availability, may or may not be current.

The information reported or reflected herein is proprietary to its suppliers and is for your internal use only. It may not be copied, reproduced, published, posted, transmitted, displayed, stored, modified, sublicensed, transferred, disclosed or distributed or used for any purpose without BNYM's express written permission or that of its vendors or other third parties, as applicable.

REPORTED PRICES, WHETHER PROVIDED BY VENDORS OR OTHERWISE OBTAINED AS DESCRIBED HEREIN, MAY NOT REFLECT THE ACTUAL AMOUNT THAT CAN BE REALIZED UPON THE SALE OF PARTICULAR FINANCIAL ASSETS.

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221 East Fourth Street
Suite 600
Cincinnati, OH 45202

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

Issue Date: October 31, 2018 LOC No.: 526761

Beneficiary: City of Fargo
200 North 3rd St.
Fargo, ND 58102-0000

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, February 01, 2019.


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

5

January 16, 2019

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

**Re: BDN Properties, L.L.P. – Purchase Agreement
Project #FM-19-B**

Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement signed by **BDN Properties, L.L.P.** Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of the properties located at 665 & 683 Royal Oaks Drive North from **BDN Properties, L.L.P.** in association with Project #FM-19-B and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Jody Bertrand
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **BDN PROPERTIES, L.L.P.**, the identified owner of the properties located at 655 and 683 Royal Oaks Drive North, Fargo, North Dakota hereinafter "Seller", whether one or more, and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

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

Lot 2, Block 1, VRT Addition to the City of Fargo, as the description of Lot 2 is determined pursuant to that certain boundary line adjustment of Lots 1 and 2, Block 1, of VRT Addition recorded in the Office of the County Recorder for Cass County, North Dakota, as Document NO. 1077307. Said Lot 2 of Block 1 of VRT Addition is described as follows:

That part of Block 1, VRT Addition to the City of Fargo, Cass County, North Dakota, lying southerly of the following-described line:

Commencing at the northeast corner of said Block 1; thence South 01°43'00" East (assumed bearing), along the Easterly line of said Block 1, for a distance of 287.39 feet to a point of tangential curve to the right, radius 905.37 feet; thence Southerly, along the easterly line of said Block 1 and along said curve to the right, for a distance of 11.00 feet, central angle of 00°41'46" to the true point of beginning of the line to be described; thence North 54 °16'57" West for a distance of 26.21 feet to a point of intersection with the westerly line of said Block 1, said line there terminating.

AND

Lot 2, in Block 1, of VRT Addition, a minor subdivision, being a replat of all Lots 4 and 5, Block 1, Broadway North Third Addition, to the City of Fargo, situate in the County of Cass and State of North Dakota

Property Address: 655 and 683 Royal Oaks Drive North, Fargo, ND.

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

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

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

1. Subject Matter. The subject matter of this agreement is the real estate described, both of which are vacant lots.
2. Purchase Price. The purchase price for 655 Royal Oaks Drive North is \$14,630.00, and the purchase price for 683 Royal Oaks Drive North is \$20,680.00.

3. Payment of Purchase Price. Any liens or encumbrances will be paid and Seller shall receive the balance of the purchase price, less any escrow amounts, in cash on the date of closing.

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

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

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

8. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, but not later than March 1, 2019.

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

10. Inspection and Photographs. Seller agrees to allow City to enter the Premises for purposes of inspection.

DATED this 14th day of January, 2019.

SELLER: 

BDN PROPERTIES, L.L.P

DATED this ___ day of _____, 2018.

BUYER:
City of Fargo, a North Dakota
municipal corporation

Timothy J. Mahoney, M.D. Mayor


ATTEST:

Steve Sprague, City Auditor

(6)

Finance Office

P.O. Box 2083
200 3rd Street North
Fargo, North Dakota 58107-2083
Phone: 701-241-1333
Fax: 701-241-1526

TO: BOARD OF CITY COMMISSIONERS
FROM: KENT COSTIN, DIRECTOR OF FINANCE 
RE: JUSTICE ASSISTANCE GRANT AWARD (CFDA 16.738)
DATE: January 15, 2019

The City of Fargo has been awarded a federal grant from the Byrne Justice Assistance Grant (JAG) program in the amount of \$7,150 for FY 2019. This is for continued funding that is passed through to the Rape and Abuse Crisis Center as a sub recipient. Your approval of this grant is requested in conformance with our grants administration policy.

Suggested Motion:

Approve a grant award from the Byrne Justice Assistance Grant Program in the amount of \$7,150 for FY 2019 and to designate the Rape and Abuse Crisis Center as a pass-through grant recipient.



GRANT AWARD AND ACCEPTANCE
Edward Byrne Memorial Justice Assistance Grant (JAG) Program
OFFICE OF ATTORNEY GENERAL
 7/2018

Subrecipient City of Fargo		DUNS # 07-026-5871	Grant # 18217
Implementing Agency Rape and Abuse Crisis Center of Fargo-Mhd		Make Check Payable To	
Project Director Christopher Johnson	Title Executive Director	Email chris@raccfm.com	Phone 701-293-7273
Fiscal Officer Kara Odegaard	Title Development Director	Email kara@raccfm.com	Phone 701-293-7273
Federal Awarding Agency Office of Justice Programs		CFDA # 16.738	FAIN # 2018-DJ-BX-0715
Project Description Edward Byrne Memorial Justice Assistance Grant (JAG) Program		Federal Award Period 10/01/2016-09/30/2020	Project Period 01/01/2019-12/31/2019
Amount of Federal Funds Obligated by this Action \$11,000		Total Federal Award \$473,633	

AWARD SUMMARY				
ITEM	PROJECT COST	SOURCE OF FUNDS		PERCENTAGE
Personnel	\$11,000	FEDERAL	\$7,150	65%
Operating				
Equipment		MATCH	\$3,850	35%
TOTAL	\$11,000	TOTAL	\$11,000	100%

GENERAL AND SPECIAL CONDITIONS

The subrecipient cannot spend or commit funds until January 1, 2019.

This is a non-R&D award and approved subject to the conditions outlined above and on the attached pages.

Date Awarded 12/20/18	Signature of Attorney General or Designee <i>[Signature]</i>	Printed Name and Title Kathy Roll, Director of Finance and Administration
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ACCEPTANCE

The subrecipient and implementing agency accept this grant and promises to comply with all conditions and terms that apply to it. The project director and fiscal officer agree to submit timely financial and progress reports as set forth.

Date Accepted 1/9/2019	Signature of Authorized Official <i>[Signature]</i>	Name and Title (printed) Kent Costin, Director of Finance
Date Accepted 1/10/19	Signature of Project Director <i>[Signature]</i>	Name and Title (printed) DI: Christopher Johnson, CEO
Date Accepted 1/10/19	Signature of Fiscal Officer <i>[Signature]</i>	Name and Title (printed) Richard Gramer, CFO



NON-SUPPLANTING CERTIFICATION
Edward Byrne Memorial Justice Assistance Grant (JAG) Program
OFFICE OF ATTORNEY GENERAL

Non-Supplanting Certification

We certify that:

- Grant funds received do not supplant existing funds from program activities (personnel, operating or equipment) and do not replace those funds which have been appropriated for the same purpose.
- Use of these grant funds will not supplant our General Fund Budget.
- If a position is fully funded by grant funds, each FTE is exclusively dedicated to the grant activities and a position description is on file.
- If a position is partially funded, it is dedicated to that extent to grant activities.
- The grant position(s), if fully funded, would be terminated if the funding were not available.
- The position(s), if partially funded by the grant, would have hours reduced accordingly, if funding were not available.

Certified By:

Signature of Authorized Official <i>Kent Costin</i>	Print Name and Title Kent Costin, Director of Finance	Date Accepted <i>1/9/2019</i>
Signature of Project Director <i>[Signature]</i>	Print Name and Title Dr. Christopher Johnson, CEO	Date Accepted <i>1/10/19</i>
Signature of Fiscal Officer <i>[Signature]</i>	Print Name and Title Richard Gramer, CFO	Date Accepted <i>1/10/19</i>



BUDGET DETAIL
Justice Assistance Grant (JAG) Program
Office of Attorney General

Grant # 18217

Recipient: City of Fargo
 Implementing Agency: Rape and Abuse Crisis Center
 Contact Name (P.D.): Christopher Johnson
 Email (PD): chris@raccfm.com
 Phone Number (P.D.): 701-293-7273

Request Detail					Approved	Denied	APPROVED BUDGET				
Personnel/OT & Fringe							Personnel/OT & Fringe				
Item	Qty	Unit	\$/Unit	Total			Item	Qty	Unit	\$/Unit	Total
Counselor #1					x		Counselor #1				
Salary	1	year	13,432.00	13,432.00	x		Salary	1.00	year	11,000.00	11,000.00
Fringe	1	year	2,536.00	2,536.00		x	Fringe	1.00	year	2,536.00	2,536.00
Counselor #2						x	Counselor #2				
Salary	1	year	14,134.00	14,134.00		x	Salary	1.00	year	14,134.00	14,134.00
Fringe	1	year	2,589.00	2,589.00		x	Fringe	1.00	year	2,589.00	2,589.00
Public Education Coord.						x	Public Education Coord.				
Salary	1	year	676.00	676.00		x	Salary	1.00	year	676.00	676.00
Fringe	1	year	139.00	139.00		x	Fringe	1.00	year	139.00	139.00
Public Educator #1						x	Public Educator #1				
Salary	1	year	4,658.00	4,658.00		x	Salary	1.00	year	4,658.00	4,658.00
Fringe	1	year	1,018.00	1,018.00		x	Fringe	1.00	year	1,018.00	1,018.00
Public Educator #2						x	Public Educator #2				
Salary	1	year	4,413.00	4,413.00		x	Salary	1.00	year	4,413.00	4,413.00
Fringe	1	year	964.00	964.00		x	Fringe	1.00	year	964.00	964.00

Total Personnel/OT & Fringe Requested \$ 44,559.00

Total Personnel/OT & Fringe Awarded \$ 11,000.00

Operating					Approved	Denied	Operating				
Item	Qty	Unit	\$/Unit	Total			Item	Qty	Unit	\$/Unit	Total
Supplies						x	Supplies				
Workbooks	2000	workbooks	1.15	2,300.00		x	Workbooks	2,000.00	workbooks	1.15	2,300.00

Total Operating Requested \$ 2,300.00

Total Operating Requested \$ -

Total Request Including Match \$ 46,859.00

Total Award Including Match \$ 11,000.00

Grant \$ 7,150.00
 Match \$ 3,850.00

Signature Authorized Official	<i>Kent Costin</i>	Date	1/9/2019
Signature Project Director	<i>[Signature]</i>	Date	1/9/19
Signature Fiscal Officer	<i>[Signature]</i>	Date	1/10/19



CY2019 A-133 Audit Certification

Subrecipient: <small>(this should be a City or County agency)</small>	City of Fargo
Grant Number:	18217
Federal Award Amount:	\$11,000 (\$7150.00 Fed Award, \$3850.00 Match)

We certify that:

We are a non-federal entity that expended \$750,000 or more in federal awards during our fiscal year (from all sources including pass-through sub awards), and are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Office of Management and Budget (OMB) 2 C.F.R. Part 200.514. This audit report will be submitted to the Office of Attorney General.

OR

We are a non-federal entity that expended less than \$750,000 a year in federal awards, and are therefore exempt from federal audit requirements for the award year. We realize however, that we must keep records that are available for review or audit by appropriate officials including the federal agency, pass-through entity, and U.S. Government Accountability Office (GAO).

Certified By:

Date Accepted	Signature of Authorized Official	Name and Title
1/9/2019	<i>Kent Costin</i>	Kent Costin, Director of Finance
Date Accepted	Signature of Project Director	Name and Title
1/10/19	<i>[Signature]</i>	Dr. Christopher Johnson, CEO
Date Accepted	Signature of Fiscal Officer	Name and Title
1/10/19	<i>[Signature]</i>	Richard Gramer, CFO



Information Regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

Yes No

2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Yes No

3) If yes to either:

- a. Please provide a copy of each law or policy; (NDCC)
- b. Please describe each practice; and
- c. Please explain how the law, policy, or practice complies with section 1373.

Certified By:

Signature of Authorized Official <i>Kent Costin</i>	Print Name and Title Kent Costin, Director of Finance	Date Accepted 11/9/2010
Signature of Project Director <i>[Signature]</i>	Print Name and Title Dr. Christopher Johnson, CEO	Date Accepted 11/10/11
Signature of Fiscal Officer <i>[Signature]</i>	Print Name and Title Richard Gramer, CFO	Date Accepted 11/12/19



CERTIFIED CONDITIONS
Edward Byrne Memorial Justice Assistance Grant (JAG) Program
OFFICE OF ATTORNEY GENERAL
12/2018

I. INTRODUCTION

Subrecipient

Subrecipients are state agencies, units of local government (such as a city or county), other general-purpose political subdivisions of a state, or Indian tribes.

Implementing Agency

The implementing agency has direct responsibility for carrying out the activities of the grant (such as a police department or sheriff's office).

Authorized Official

The authorized official must have the legal authority to commit the subrecipient to a contract or other agreement. Examples are the mayor, city auditor, county auditor, director of the state agency, or tribal chairperson. Overall responsibility for the administration of the project rests with this individual.

Project Director

The project director has direct responsibility for implementation of the project activities and spending within the awarded budget. This person will prepare and submit all progress reports as required by the Office of Attorney General (OAG).

Fiscal Officer

The fiscal officer prepares and submits all financial reports as required by the OAG and has responsibility for the financial administration of the project.

II. GENERAL TERMS AND CONDITIONS

General terms and conditions are available online at

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

- A. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the subrecipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award.

The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

- B. This award is subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2017 award from the Office of Justice Programs (OJP). If this 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website <http://ojp.gov/funding/Part200UniformRequirements.htm>.

- C. The subrecipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2017 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.
- D. Subrecipients must comply with the federal Government-wide Suspension and Debarment provisions set forth at 2 C.F.R. Part 180.
- E. If a project has not commenced operation within 60 days of the beginning project date, the project director will report, in writing, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. Failure to submit this report when required may result in cancellation of the grant.

If a project has not begun operation within 90 days of the beginning project date, the project director must submit a second written report updating the information supplied in the first report. If this report is not received, or if the OAG determines that the delay is not desirable, the project will be canceled.

- F. General appropriations-law restrictions compliance on the use of federal funds is required. The subrecipient at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at

<https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm> and are incorporated by reference here.

- G. Subrecipients must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

- H. Subrecipients must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipients breach procedures must include a requirement to report actual or imminent breach of PII to the OAG no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

- I. Subrecipients must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients or individuals defined (for purposes of this condition) as "employees" of the subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

- J. Subrecipients must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2017 DOJ Grants Financial Guide").

- K. The subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

- L. Any training or training materials that the subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

- M. The subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
- N. Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

- O. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- P. The subrecipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subrecipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks. Further, the subrecipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the subrecipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the subrecipient's access to award funds; referral to the DOJ OIG for audit review; designation of the subrecipient as a DOJ High Risk grantee; or termination of an award(s).
- Q. Subrecipients must comply with all confidentiality requirements of 34 U.S.C 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.
- R. Subrecipients must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
- S. Upon request, the subrecipient must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

The subrecipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the

activity is being conducted by the subrecipient or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a) New construction;
- b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c) A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- T. JAG funds may be used to purchase bulletproof vests for an agency, but they may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.
- U. The subrecipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
- V. Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.
- W. Any law enforcement agency receiving funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

- X. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644 ongoing compliance.
1. With respect to the "program or activity" funded in whole or part under this award throughout the period of performance for the award, no State or local government entity, agency, or official may prohibit or in any way restrict (1) any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b) or 1644. For purposes of this award, any prohibition (or restriction) that violates this condition is an "information-communication restriction."
 2. Certifications from subrecipients. The ND OAG may not make a subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the jurisdiction or institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Similarly, the subrecipient must require that no subrecipient may make a further subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the jurisdiction or institution that would receive the further subaward, using the appropriate OJP form.
 3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) that the subrecipient that is a State or local government or a "public" institution of higher education, incurs to implement this condition.
 4. Rules of Construction
 - a. For purposes of this condition:
 - (1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.
 - (2) A "public" institution of higher education is one that is owned, controlled, or directly funded by a State or local government.
 - (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
 - (4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
 - (5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

- b. Nothing in this condition shall be understood to authorize or require any subrecipient, any State or local government, any "public" institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
- Y. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification.

1. If the subrecipient is a State or local government--

The subrecipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the subrecipient that is funded in whole or in part with award funds is subject to any "information-communication restriction."

- a. In addition, with respect to any project costs it incurs "at risk," the subrecipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the "program or activity" of the subrecipient that would be reimbursed in whole or in part with award funds was subject to any "information-communication restriction."
 - b. Any reimbursement of award funds by the subrecipient shall be considered, for all purposes, to be a material representation by the subrecipient to OJP that, as of the date the subrecipient requests the reimbursement, the subrecipient is in compliance with the award condition entitled "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644 ongoing compliance."
 - c. The subrecipient must promptly notify OAG (in writing) if the subrecipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded "program or activity" of the subrecipient that is either a State or a local government or a "public" institution of higher education, may be subject to any "information-communication restriction." In addition, any subaward to a subrecipient that is either a State or a local government or a "public" institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient such credible evidence regarding an "information-communication restriction."
2. Any subaward to a subrecipient that is either a State or a local government or a "public" institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the subrecipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the subrecipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the subrecipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."

4. Rules of Construction

- a. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644 ongoing compliance" condition.
- b. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644 ongoing compliance" condition are incorporated by reference as though set forth here in full.

Z. "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the subrecipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

- 1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield.

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

- 2. Monitoring.

The subrecipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

- 3. Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

- 4. Rules of construction

- a. For purposes of this condition—

- (1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101 (a)(3));
- (2) The term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent,

commencing, continuing, or impending federal law enforcement activity;

(3) The term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) The term "public disclosure" means any communication or release other than one-- (a) within the subrecipient, or (b) to any subrecipient (at any tier) that is a government entity.

b. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

AA. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the subrecipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The subrecipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable Costs.

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of Construction

a. For purposes of this condition--

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101 (a)(3));

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251 (a)(7));

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) Is designed to prevent or to significantly delay or complicate, or

(b) Has the effect of preventing or of significantly delaying or complicating.

- b. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

BB. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release.

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the subrecipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government- contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice

2. Monitoring

The subrecipient's monitoring responsibilities include monitoring of compliance with this condition.

3. Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of Construction

a. For purposes of this condition—

- (1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101 (a)(3));
- (2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251 (a)(7));

- b. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and

time the individual otherwise would have been released.

- c. Applicability
 - (1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.
 - (2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.
- d. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

CC. The subrecipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the subrecipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education

III. COOPERATION

Subrecipient and implementing agency agree to work with local, state, and federal criminal justice agencies in the performance of the project.

IV. THIRD-PARTY PARTICIPATION

No contract or agreement may be entered into by the subrecipient and implementing agency for execution of project activities or provision of services for a grant project, unless the contract or agreement was part of the original grant award or is approved in advance by the OAG (exception: purchase of supplies, or standard commercial or maintenance services). Any contract or agreement entered into shall provide that the subrecipient and implementing agency retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these conditions and any other requirements applicable to the subrecipient and implementing agency in the conduct of the project.

V. WRITTEN APPROVAL REQUIRED FOR CHANGES

The subrecipient and implementing agency must obtain prior written authorization from the OAG for major project changes including:

- A. Changes of substance in project activities, designs, or research plans as set forth in the approved application;

- B. Changes in the project director or key professional personnel identified in the approved application;
- C. Changes in the approved project budget as specified under financial conditions; and
- D. Grant extensions.

A grant extension must be requested in writing before the project period end date. The written request for an extension must state the need for the extension and indicate the additional time frame required to complete the project. In order to receive approval for an extension, financial and progress reports must be completed and submitted to the OAG.

VI. PROGRESS REPORTS

Purpose

Congress appropriates funds for the Justice Assistance Grant (JAG) Program to help state and local governments develop new ways of reducing drug use and violent crime. The value of each project is not only what it does for the community, but what it tells the Drug and Violent Crime Policy Board, the Attorney General, the North Dakota Legislature, the U.S. DOJ, and Congress about drug use and violent crime.

Accordingly, subrecipients must submit Progress Reports to the OAG. Progress reports have the following purposes:

- A. To determine if the subrecipient operated the project as agreed;
- B. To determine the outcome of the project;
- C. To develop data for criminal justice planning and the North Dakota JAG Strategy;
- D. To help other agencies which might undertake a similar project; and
- E. To present information to Congress and the North Dakota Legislature.

Progress Report Requirements

Performance Measurement Tool (PMT) online reporting is required.

- A. Program performance measures are due quarterly on the 20th of the month following the end of a quarter.

Paper based progress reports include the following:

- A. Data and narrative showing the progress on meeting the project's goals and objectives;
- B. Project activities linked to the specific objectives of the project period; and
- C. Problems encountered.

Additionally, the Bureau of Justice Assistance (BJA) may require specific project data.

Due Dates

Subrecipients must submit monthly, quarterly, or semi-annual (depending on your agency/program) progress reports. **Reports are to be based on that period's activities.** Progress reports are due at the end of the month following the reporting period.

Failure to Submit the Progress Report

The OAG will not reimburse any expenditure if any federal progress report is outstanding. Failure to submit the progress reports may also result in the suspension of processing new or continuation projects.

VII. FINANCIAL MANAGEMENT

Accounting Requirements and Procedures

The subrecipient and implementing agency agree to establish financial accounting procedures to assure proper disbursement and accounting for all federal funds and required non-federal matching funds. All conditions which apply to federal grant funds apply to match funds. These procedures should include timely recording and documentation of receipts and expenditures. At a minimum, your accounting system must:

- A. Separately account for the receipt of federal funds and matching funds under each grant awarded; and
- B. Separately account for expenditures under each subgrant, even though it may be a project that is receiving continuation funding. Total costs and receipts must be identifiable under each grant award.

Non-Supplanting

The subrecipient and implementing agency agree that federal funds made available through the JAG program must be used to supplement existing funds for program activities and cannot replace, or supplant, state, local, or other non-federal funds that have been appropriated for the same purpose.

Cash Match

The subrecipient assures that matching funds are non-federal dollars. All subrecipients must maintain records which clearly show the source, the amount, and the timing of all matching contributions. Failure to provide the approved match will require you to refund the federal funds to the OAG.

Pre-Agreement Costs

The OAG reimburses only for goods or services purchased during the grant period. Expenditures or costs incurred prior to the "beginning date" listed on the federal Grant Award and Acceptance will not be allowed. Project funds cannot be spent or committed until January 1, 2018.

Budget Deviation

All expenditures of the project must be in accordance with the detailed federal Budget Summary of the Grant Award and Acceptance. The OAG will not reimburse expenses which are not in the approved budget. Requests to purchase items that are not in accordance with the detailed Budget Summary must be made in writing, in advance, to the OAG and will be considered on a case-by-case basis.

Unexpended Funds

Unexpended funds for the specific purposes or conditions of the grant during the awarded calendar year period must be returned to the OAG. These funds will be made available for award during the next grant award process.

Reimbursement/Allowable Expenses

The OAG reimburses actual expenses on a quarterly basis unless otherwise agreed upon by the OAG and the subrecipient. The Summary Financial Report (SFR) must be used to report all grant expenditures and a template will be provided to you. The report is required quarterly and must be submitted to the OAG within 30 days following the end of the reporting period.

The SFR must show all project expenditures during the period of the report. Expenditures should be reported as actual amounts and must be accompanied by complete documentation as indicated below.

A. Personnel Expenditures

Includes: Salary, overtime, and benefits

Documentation required: Hourly rates, copies of check stubs or payroll ledgers, itemization of withholding amounts and benefits paid, and supporting calculations of wages paid (timesheets may be reviewed during audits).

B. Operating Expenditures

Includes: Utilities, office supplies, travel expenses, training, etc.

Documentation required: Invoices, vouchers, receipts, purchase orders, bids and/or sole source documentation, or other supporting documentation. Note check number and payment date on supporting documentation.

C. Equipment

Includes: Tangible personal property having an acquisition cost of \$5,000 or more per unit and a useful life of more than one year

Documentation required: Invoices, vouchers, receipts, purchase orders, bids and/or sole source documentation if necessary, or other supporting documentation. Note check number and payment date on supporting documentation.

D. Travel

Includes: Meals, lodging, mileage, and commercial transportation for travel approved in the subrecipient's application

Documentation required: Sufficient detail must be submitted to support the claim including destination, purpose of travel, dates, and authorization

Mileage, meals and lodging: Will be reimbursed at the local or state rate - whichever is lower; or for out-of-state travel, General Services Administration (GSA) rates will prevail. Current state rates are as follows:

To receive reimbursement for meals you must document departure and arrival times, and you must travel a minimum of four (4) hours, which cover the following time frames:

Meals

State Rate

Breakfast (leave on or before 7:00 a.m.)	\$ 7.00
Lunch (11:00 a.m. - 1:00 p.m.)	\$10.50
Dinner (5:00 p.m. - 7:00 p.m.)	\$17.50

E. Contracts, Leases, and Agreements

Consultant and contractual services, leases, and agreements must be supported by written contracts stating the services to be provided, rate of compensation, and length of time over which the services will be provided. Payments must be supported by invoices providing details on the services provided and when these services were provided. Subrecipients must submit a copy of approved contracts, leases, or agreements before reimbursement will be made.

Unallowable Expenses

The subrecipient understands and agrees that award funds may not be used for items that are listed on the Federal Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

Federal funds may not be expended for the following items:

- A. Items not part of the approved budget **unless** approved by the OAG
- B. Land acquisition
- C. Acquisition or construction of buildings
- D. Real estate mortgages or taxes, **unless** specifically provided for in the grant agreement
- E. Purchase of automobiles or other automotive vehicles **unless** provided for in the grant agreement
- F. Compensation to federal employees
- G. Travel of federal employees
- H. Military-type equipment
- I. Lobbying
- J. Fund raising
- K. Corporate formation
- L. Imputed interest
- M. Indirect (overhead) costs
- N. Bonuses, honoraria, or commissions
- O. Entertainment and related costs
- P. Social activities, i.e. sports, movies, etc.
- Q. Tips
- R. Bar charges/alcoholic beverages
- S. Guns, ammunition, tasers
- T. Acquisition of canines and/or canine expense, **unless** pre-approved for tactical team purposes.

Project Income and Interest

All interest or other income earned as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, asset forfeitures, etc.) must be reported on the Federal Progress Report. Program income must be reported at the ratio of JAG funds in the project. Program income may be retained and used for any purpose that furthers the objectives of the project.

Program income from asset seizures and forfeitures is considered earned by the project at the time of seizure, and is available for use by the subrecipient upon forfeiture.

In the event the grant project is discontinued, and program income remains unexpended, the federal portion of the program income shall be used by subrecipient for any authorized program purpose area under the JAG program.

Audit Requirements

Subrecipients receiving a total of \$750,000 or more in federal funds: The subrecipient agrees to have an audit which shall be in compliance with the audit requirements of the federal Office of Management and Budget (OMB) 2 C.F.R Part 200.514, "Audits of State and Local Governments, Institutions of Higher Education, Hospitals, and Other Nonprofit Institutions", if \$750,000 or more in total federal financial assistance is received. The audit must cover the period of the award.

The subrecipient understands and agrees that the DOJ awarding agency (OJP) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Units of local government and non-profit organizations must provide a copy of report of the audit to the OAG.

State agencies must give the OAG a copy of that part of the report of an audit conducted by the State Auditor's Office, which pertains to project funds at the time the agency received funds.

Subrecipients receiving a total of less than \$750,000 in federal funds: The subrecipient agrees to meet the following criteria:

- A. Establish an accounting system integrated with adequate internal fiscal and management controls to provide full accountability for revenues, expenditures, assets, and liabilities;
- B. Prepare financial reports to support claims charged toward the grant award. Reports should be supported by accurate and reliable financial data and should be in accordance with the terms of the applicable agreements; and
- C. Expend project funds in accordance with the federal Grant Award and Acceptance and federal and state rules.

Agencies not required to have an audit must provide and maintain adequate financial records for each period in which they received or spent project funds.

Potential Fraud, Waste, Abuse or Misconduct

The subrecipient must promptly refer to the OAG any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the federal False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

No subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--
 - a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - a) it represents that--
 - (1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b) it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

VIII. INSPECTION OF RECORDS

Retention of Records

Subrecipients must maintain their project file and financial records for three years after the close of the grant and completion of an audit.

Records Inspection

The subrecipient and implementing agency give the OAG or its representatives permission to audit and inspect any records, objects, or premises pertaining to this grant and to evaluate and monitor the project at any reasonable time.

Monitoring

Subawards must be monitored as outlined in 2 C.F.R. 200.331. Program monitoring involves the ongoing collection of information to determine if programs are operating according to plan. Monitoring also provides ongoing information on program implementation and functioning. It is our policy that the OAG or its representatives will monitor your program on an annual basis via telephone, desk review, or on-site visit.

IX. PROCUREMENT

The subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

Adequate Competition

All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, should be conducted in a manner so as to provide maximum open and free competition. A state purchase price as obtained by the Office of Management and Budget (OMB) State of North Dakota, may be considered the same as a bid price.

Level or Competition Required

When needed commodities or services cannot be obtained from an existing source or a government entity, state procurement procedures must be used. The dollar of the purchase determines the level of competition required:

Purchasing Thresholds Effective July 1, 2018		
Level	Competition Requirements	Documentation Maintenance Requirement
Level 1 "Micro" Purchase Less than \$10,000	Obtain at least one fair and reasonable quote. Note: Equipment and software must be added to inventory if \$5,000 or greater. (N.D.C.C. § 54-27-21 Fixed Asset Minimum Reporting Value) State agencies (excluding Higher Education institutions) must submit printing purchase requests \$5,000 and over to OMB State Procurement.	Rotate vendors solicited on an equitable basis (N.D.A.C. § 4-12-08-02)
Level 2 Small Purchase At least \$10,000 but less than \$50,000	Solicit informal quotes/bids or proposals from at least three vendors, or post to SPO Online with appropriate state bidders list. May send to additional vendors. ITD must review IT purchases over \$25,000.	Documentation is required. Alternate Procurement form required if competition is not solicited from at least three vendors. The form is not required if three vendors are solicited and fewer than three bids or proposals are received.
Level 3 Informal Written Purchase At least \$50,000 but less than \$100,000	Solicit informal bids or proposals using SPO Online with appropriate state bidders list. May send to additional vendors. ITD must review IT purchases over \$25,000.	Documentation is required Alternate Procurement form required if: 1. Competition is not solicited. 2. SPO Online is not used. 3. OMB: Competition is limited.
Level 4 Formal Purchase \$100,000 and over	Must be purchased using formal sealed bids: Invitation for Bid (IFB) or Request for Proposal (RFP). Solicitations must be posted using SPO Online with appropriate state bidders list. May send to additional bidders. ITD must review IT purchases over \$25,000.	Documentation is required. Alternate Procurement required if: 1. Competition is not solicited, or competition is limited. 2. SPO Online is not used. 3. OMB: Competition is Limited.

Alternate Procurement (Sole Source)

Competition is required for Level 2, Level 3 and Level 4 purchases. Occasionally, a fully competitive procurement process may be difficult or impossible. Factual evidence and/or documentation is needed in order to justify non-competitive purchases (i.e.: product needs to be compatible with existing equipment; or statement from the vendor that the product is covered by

a patent or not sold through resellers). The State Procurement Office (SPO) reviews and approvals all alternate procurements. Please contact the office's Procurement Officer for assistance.

X. EQUIPMENT

Equipment Inventory

A purchase of equipment and other tangible property that has a useful life of one year or greater and has an initial cost of \$5,000 or greater must be reported to the OAG and tracked. The inventory should be itemized and include the following for each piece of equipment:

- A. Equipment description
- B. Brand name
- C. Model numbers
- D. Serial numbers
- E. Unit cost
- F. Purchase date

Ownership of Equipment

Subrecipients and implementing agencies shall exercise due care in the maintenance, protection, and preservation of such property during the period of project use. Equipment acquired under a grant shall be managed in accordance with your respective laws and procedures. Title to equipment acquired under a grant will vest in the subrecipient and implementing agency and must be used for criminal justice purposes.

Disposition

When equipment is no longer needed for criminal justice purposes, the subrecipient must contact the OAG for disposition instructions.

XI. DRUG FREE WORKPLACE REQUIREMENTS

The subrecipient certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The subrecipient's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- C. Requiring that each employee engaged in the performance of the drug grant be given a copy of the statement required by paragraph (A).
- D. Notifying the employee in the statement required in paragraph (A) that, as a condition of employment under the grant, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Taking one of the following actions within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

XII. LOBBYING

The Subrecipient hereby certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XIII. CIVIL RIGHTS

The following compliance with DOJ regulations pertaining to civil rights and nondiscrimination - is required:

- A. The subrecipient at any tier must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
- B. Subrecipients must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
- C. Subrecipients must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

- D. The subrecipient and implementing agency must comply with:
 - **Title VI of the Civil Rights Act (Title VI) of 1964**, as amended, 42 U.S.C. § 2000d, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpts. C & D (prohibiting discrimination in federally assisted programs based on race, color, and national origin in the delivery of services or benefits);
 - **Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968**, as amended, 34 U.S.C. §§ 10228(c) & 10221(a), and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. D (prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, and religion) & E (requiring certain DOJ-funded programs subject to the administrative provisions of the statute to prepare, maintain, and submit an Equal Employment Opportunity Plan (EEOP));
 - **Section 504 of the Rehabilitation Act (Section 504) of 1973**, as amended, 29 U.S.C. § 794, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpt. G (prohibiting discrimination in federally assisted programs based on disability both in employment and in the delivery of services or benefits);
 - **Title IX of the Education Amendments (Title IX) of 1972**, as amended, 20 U.S.C. §

- 1681, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpt. D & pt. 54 (prohibiting discrimination in federally assisted education programs based on sex both in employment and in the delivery of services or benefits);
- **Title II of the Americans with Disabilities Act of 1990**, as amended, 42 U.S.C. § 12132, and the implementing regulation at 28 C.F.R. § 35.171(a)(1)(i), (3)(i) (prohibiting discrimination based on disability both in employment and in the delivery of services or benefits);
 - **Age Discrimination Act (Age Act) of 1975**, as amended, 42 U.S.C. § 6102, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpt. I (prohibiting discrimination in federally assisted programs based on age in the delivery of services or benefits);
 - **Executive Order 13,559**, amending Executive Order 13,279, and the DOJ implementing regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38 (prohibiting discrimination in federally assisted social service programs based on religion in the delivery of services or benefits).
- E. The subrecipient and implementing agency agree that in the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to the Federal Office for Civil Rights (OCR), DOJ and the OAG.
- F. Subrecipients must have procedures in place for responding to complaints of discrimination involving services or employment practices. In addition, the OAG's policy and the federal Office of Civil Rights online training must be reviewed annually. Links to policy and training are found at: <https://attorneygeneral.nd.gov/sites/ag/files/documents/GrantComplaintPolicy.pdf>

XIV. EQUAL EMPLOYMENT OPPORTUNITY

The subrecipient will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights (OCR) and the OAG, if required to submit one; otherwise, it will provide a certification to the OCR and the OAG that it has a current EEOP on file, if required to maintain one. No EEOP is required for subrecipient agencies receiving less than \$25,000, or with less than 50 employees, regardless of the amount of the award; however they are required to file a Certificate of Exemption.

Subrecipients may use the chart below to assist in determine their EEOP requirements.

if Then	Does the recipient need to submit a Certification Form to OCR?	Does the recipient need to develop an EEOP?	Must the recipient submit an EEOP Utilization Report to OCR?
Recipient is a Medical or Educational Institution, Indian Tribe, or Nonprofit	YES	NO	NO
Largest individual grant received is less than \$25,000	YES	NO	NO
Recipient has less than 50 employees	YES	NO	NO
None of the above	YES	YES	YES

Please visit <https://ojp.gov/about/ocr/eeop.htm> for information about civil rights obligations of subrecipients and assistance with an EEOP. The site also offers an EEO Reporter Tool through which subrecipients can obtain additional information and prepare and submit their EEOP documents electronically.

XV. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, the federal Debarment and Suspension, and implemented at CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 requires:

A. The subrecipient certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not, within a three-year period preceding this application, had one or more public transactions (federal, state, or local) terminated for cause or default; and

- B. Where the subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

XVI. AMERICANS WITH DISABILITIES ACT (ADA)

The subrecipient assures that, in connection with the furnishing of services under this contract, it will comply and any subcontractors will comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

XVII. ONLINE TRAINING

The subrecipient agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training.

Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Leadership and Integrity. (www.centf.org/CTFLI) This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the subrecipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Leadership and Integrity.

XVIII. OTHER APPLICABLE LAWS AND REGULATIONS

The subrecipient and implementing agency shall abide by all other federal or state laws and regulations as may be applicable to the project and stipulated in the financial guides issued by the OJP and the OAG. The Federal Special Conditions are included with your award documents for your reference.

The DOJ Federal Financial Guide can be located at: <https://ojp.gov/financialguide/doj/index.htm>



CERTIFIED CONDITIONS Signature Page
Justice Assistance Grant (JAG) Program
OFFICE OF ATTORNEY GENERAL

I certify that the project proposed in this application meets all the requirements of the Justice Assistance Grant (JAG) Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the subrecipient will comply with all federal laws, regulations, and guidelines. The undersigned has reviewed the above certified conditions and agrees that the applicable conditions above will be followed.

Kurt Costin
Signature of Authorized Official

1/9/2019
Date

[Signature]
Signature of Project Director

1/10/19
Date

[Signature]
Signature of Fiscal Officer

1/10/19
Date

Please make a copy for your records and return the original with the other required award and acceptance documents to the Office of Attorney General, Grants Management section.



CONTACT SHEET
Edward Byrne Memorial Justice Assistance Grant (JAG) Program
OFFICE OF ATTORNEY GENERAL

CONTACT INFORMATION

PLEASE COMPLETE AND RETURN WITH AWARD DOCUMENTS

Subgrantee: Receives/passes through funding. Reimbursements will be mail to this location. Must be a city or county.

Subgrantee Name (City/County)	Telephone	Email	Fax
City of Fargo	(701) 241-1305	kcostin@cityoffargo.com	(701) 241-1156

Subgrantee Mailing Address	City, State, Zip
225 4th St N	Fargo, ND 58102

Contact Name	Telephone	Email
Kent Costin	(701) 241-1310	kcostin@cityoffargo.com

Implementing Agency & Project Director: Manages day-to-day activities of the project/grant

Implementing Agency
Rape and Abuse Crisis Center of Fargo-Moorhead

Mailing Address	City, State, Zip
317 8th St N	Fargo, ND 58102

Project Director & Title	Telephone	Email
Dr. Christopher Johnson, CEO	(701) 293-7273	chris@raccfm.com

Fiscal Officer: Responsible for grant budgets, submits requests for reimbursement (SFR's). (May be the same as the project director)

Fiscal Officer	Title & Agency	Telephone	Email
Richard Gramer,	CFO, RACCFM	(701) 293-7273	richard@raccfm.com

Person completing SFR (if not Fiscal Officer)	Title & Agency	Telephone	Email
Kara Odegaard	COO, RACCFM	(701) 293-7273	kara@raccfm.com

Mailing Address	City, State, Zip
317 8th St N	Fargo, ND 58102



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Fargo Cass Public Health

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING ~~DX~~
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 18, 2019

RE: AGREEMENT FOR SERVICES WITH GIA RASSIER FOR
CASS CLAY FOOD ACTION NETWORK MEETINGS \$1440

The attached Agreement for Services with Gia Rassier for a maximum of \$1440 for services of marketing and promotion connected with the Cass Clay Food Action Network

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement for Services with Gia Rassier.

DF/lls
Enclosure



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Fargo Cass Public Health

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 7th day of January 2019, by and between Fargo Cass Public Health ("FCPH"); and Gia Rassier (Independent Contracting Consultant).

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 7, 2019, through September 30, 2019.
- B. Services to be provided by independent contractor:** Independent contractor will work closely with the Cass Clay Food Partners to implement and conduct the Cass Clay Food Action Network meetings. Work includes planning the program and content for 6 events, work with the facility on set up and technology needs, market and promote events utilizing media, social media, etc. and videotaping events.
- C. Reimbursement:** The independent contracting consultant shall be reimbursed at a rate of \$240/event with a maximum of \$1,440 for services and will submit an invoice twice during the contract period.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent 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 that 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.
- D.** Services including printing and other miscellaneous costs may be discussed and agreed to by the parties 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

FM Metropolitan Council of Governments

By Desi Fleming
Desi Fleming, Director of Public Health

By Gia Rassier
Gia Rassier, Independent Contractor

Date 1/18/2019

Date 1/15/19

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

Date _____




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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 22, 2019

**RE: AGREEMENT FOR SERVICES WITH ANNIE WOOD FOR
CASS CLAY FOOD ACTION NETWORK MEETINGS \$900**

The attached Agreement for Services with Gia Rassier for a maximum of \$900 for assistance in presentation creation connected with the Cass Clay Food Action Network

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

THIS AGREEMENT, effective the 7th day of January 2019, by and between Fargo Cass Public Health ("FCPH"); and Annie Wood (Independent Contracting Consultant).

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 7, 2019, through September 30, 2019.
- B. Services to be provided by independent contractor:** Independent contractor will work closely with the Cass Clay Food Partners and the Cass Clay Food Action Network Project Manager to assist event presenters with presentation creation and effective ways to "share their story". Services will be provided for 6 events.
- C. Reimbursement:** The independent contracting consultant shall be reimbursed at a rate of \$150/event with a maximum of \$900 for services and will submit an invoice twice during the contract period.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent 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 that 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.
- D.** Services including printing and other miscellaneous costs may be discussed and agreed to by the parties 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

FM Metropolitan Council of Governments

By *Desi Fleming*
Desi Fleming, Director of Public Health

By *Annie Wood*
Annie Wood, Independent Contractor

Date 1/22/2019

Date JAN 14, 2019

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

Date _____




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9-1

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 22, 2019

**RE: ND DEPARTMENT OF HEALTH FOR HIV PREVENTION
ACTIVITES CONTRACT NO. G17.1137 CFDA NO. 93.940**

The attached grant from North Dakota Department of Health is for a HIV Prevention Activities Program/Syringe Services Program Grant. If you have any questions please contact me at 241-1380.

2019 Revenue

Syringe Services Prgm 101-0000-331-12-52 \$70,000

2019 Expense

Temp Seasonal 101-6013-451-14-00 \$ 60,381
FICA 101-6013-451-21-01 \$ 3,743
Medicare 101-6013-451-21-02 \$ 875
In State Travel 101-6013-451-56-60 \$ 5,000

Suggested Motion: Move to approve the HIV Prevention Activities grant

DF/LS
Enclosure





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9-2

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 24, 2019

**RE: ND DEPARTMENT OF HEALTH FOR HIV PREVENTION
ACTIVITES HEALTH DEPARTMENT BASED, CONTRACT NO.
PF17.236 CFDA NO. 93.940 FOR \$40,000**

The attached grant from North Dakota Department of Health is for a HIV Prevention Activities Program for HIV.HCV Counseling, Testing and Referral (CTR). If you have any questions please contact me at 241-1380.


2019 Revenue

HIV 101-0000-331-12-05 \$10,000

Suggested Motion: Move to approve the HIV Prevention Activities grant

DF/lls
Enclosure



		PURCHASE OF SERVICE AGREEMENT SFN 53372 (1-2016)		NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200	
CONTRACT NUMBER	CFDA NAME	CFDA NUMBER	START DATE	END DATE	
PF17.236	HIV Prevention Activities - Health Department Based	93.940	1/1/2019	12/31/2019	
FEDERAL AWARD DATE	FEDERAL AWARDDING AGENCY	FAIN NUMBER	CONTRACT TYPE: ACQUISITION or RESEARCH		
12/11/2018	Department Of Health And Human Services	NU62PS9247540	Acquisition		
THIS CONTRACT IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS CONTRACT SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.					
TITLE OF PROJECT/PROGRAM	HIV.HCV Counseling, Testing and Referral (CTR)	NDDoH PROJECT CODE	2201 HLH3379-02 \$33550; HL123919-01 \$6450		
CONTRACTOR NAME	Fargo Cass Public Health	PROJECT DIRECTOR	Lindsey VanderBusch		
ADDRESS	1240 25th St S	ADDRESS	2635 E Main Ave		
CITY/STATE/ZIP	Fargo, ND 58103	CITY/STATE/ZIP	Bismarck, ND 58506		
CONTACT NAME	Desi Fleming	CONTACT NAME	Lindsey VanderBusch		
TELEPHONE NUMBER	701.241.8575	TELEPHONE NUMBER	701.328.4555		
EMAIL	dfleming@targond.gov	EMAIL	lvanderbusch@nd.gov		
Amount Awarded	\$40,000	Contractor Cost Share	Total Costs		
P Previous Funds Awarded	\$0	\$0	\$40,000		
Total Funds Awarded	\$40,000	\$0	\$0		
		\$40,000	\$40,000		
SCOPE OF SERVICE	Contractor will provide the following services: (1) Collect blood specimens for rapid HIV/HCV testing for persons at risk for infection; (2) Provide pre-test and post-test counseling to individuals being screened for HIV/HCV at a time and place appropriate for both the client and provider; (3) Collect and provide blood specimens to confirm positive rapid screens to the North Dakota Department of Health-Division of Laboratory Services using the most recent laboratory specimen testing form; (4) Submit the mandatory epidemiologic information on all tests performed within one week of specimen collection via online reporting tool; (5) Provide hepatitis A and hepatitis B vaccinations to individuals who identify a risk factor or are positive for hepatitis C; (6) Provide community outreach testing and education; (7) Provide linkage to medical care services for individuals who are positive for HCV; (8) Follow all requirements as written in the NDDoH Counseling, Testing and Referral Manual; (9) Submit the HIV/HCV Reimbursement Form to the HIV/AIDS Program no later than 15 days after the end of each month via the PRS system; (10) File necessary records consistent with the Maven Security Policy; (11) Conduct evaluative activities as requested by the Department; and (12) Participate in HIV/HCV CTR site meetings, training and other activities as requested.				
REPORTING REQUIREMENTS	Monthly expenditure and progress reports are due 15 days after the end of each month. Reimbursement will be processed upon Department approval of expenditure and progress reports. The expenditure report ending June 30, 2019 must be received by July 15, 2019. The final expenditure report ending December 31, 2019 must be received by February 14, 2020. Epidemiologic data must be submitted using the online reporting tool within one week of the specimen collection date for each person tested.				
SPECIAL CONDITIONS	Allowable expenses are included on the HIV.HCV Reimbursement Form. All contractors with the ability to bill third-party payers for these services are expected to do so as appropriate before requesting reimbursement from the Department. Financial obligation of the Department is contingent upon funds being made available by The Centers for Disease Control and Prevention.				
This Purchase of Service Agreement is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum for Purchase of Service Agreements issued by the North Dakota Department of Health as signed by Contractor for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only] Requirements received] and (2) applicable State and Federal regulations.					
EVIDENCE OF CONTRACTOR'S ACCEPTANCE			EVIDENCE OF NDDoH ACCEPTANCE		
DATE	SIGNATURE	SIGNATURE	DATE	SIGNATURE	
1/20/2019	Desi Fleming				
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE			TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		
Desi Fleming, Director of Public Health			Kirby Kruger, Section Chief, Medical Services Section		
DATE	SIGNATURE	DATE	SIGNATURE		
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE			TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		
Timothy J. Mahoney, Mayor, City of Fargo			Brenda M. Weisz, CFO		
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.					




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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 22, 2019

**RE: ND DEPARTMENT OF HEALTH FOR TARGETED TESTING FOR
TB INFECTION AND TREATMENT, CONTRACT NO. PF17.257
NO. 93.116**

The attached grant from North Dakota Department of Health is for the targeted testing for TB infection and treatment.

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

Suggested Motion: Move to approve the TB infection and treatment grant

DF/lls
Enclosure



PURCHASE OF SERVICE AGREEMENT
 SFN 59918 (1-2016)
 NORTH DAKOTA DEPT. OF HEALTH (NDDoH)
 600 E BOULEVARD AVE, DEPT. 301
 BISMARCK, ND 58505-0200

CONTRACT NUMBER PF17-257
FEDERAL AWARD DATE 12/11/2018
CFDA NAME Project Grants and Cooperative Agreements for Tuberculosis Control Programs
FEDERAL AWARDING AGENCY Department Of Health And Human Services
CFDA NUMBER 93.116
START DATE 1/1/2019
END DATE 12/31/2019
FAIN NUMBER NU52PS004700
CONTRACT TYPE: ACQUISITION OR RESEARCH Acquisition

TITLE OF PROJECT/PROGRAM Targeted Testing for TB Infection and Treatment
CONTRACTOR NAME Fargo Cass Public Health
ADDRESS 1240 25th St S
CITY/STATE/ZIP Fargo, ND 58103
CONTACT NAME Desi Fleming
TELEPHONE NUMBER 701.241.1380
EMAIL dfleming@fargond.gov
NDDoH PROJECT CODE 2201 HLH3399-01 \$17000
PROJECT DIRECTOR Lindsey VanderBusch
ADDRESS 2635 E Main Ave
CITY/STATE/ZIP Bismarck, ND 58506
CONTACT NAME Lindsey VanderBusch
TELEPHONE NUMBER 701.328.4555
EMAIL lvanderbusch@nd.gov

Amount Awarded \$17,000
Previous Funds Awarded \$0
Total Funds Awarded \$17,000

SCOPE OF SERVICE
 Contractor agrees to: 1) direct TB screening activities ONLY to populations determined at high-risk* for TB within their jurisdiction; 2) provide appropriate referral and follow-up for persons identified with latent TB infection; 3) conduct all activities in accordance with the Centers for Disease Control and Prevention (CDC) and the ND Department of Health's recommendations and guidelines; 4) conduct all activities with the involvement of health care professionals trained and/or with experience with TB screening procedures; and 5) submit the TB Surveillance Report and Request for Reimbursement** on a quarterly basis no later than 15 days after the end of each quarter and other documentation as requested by the TB program via the PRS system.

REPORTING REQUIREMENTS
 Quarterly expenditure and progress reports are due 15 days after the end of each quarter. Reimbursement will be processed upon Department approval of expenditure and progress reports. Expenditure report for the period ending June 30, 2019 must be received by July 12, 2019. The final expenditure report ending December 31, 2019 must be received by February 14, 2020.

SPECIAL CONDITIONS
 *High-risk populations: refugees, migrants, or recent arrivals from high incidence countries high-risk racial/ethnic populations within the jurisdiction the homeless; injection drug users; recent contacts of an active TB case. Residents of high-risk congregate settings (i.e. jail/prison populations, nursing homes (not employees) and other long-term care facilities for the elderly hospitals(not employees) and other health-care facilities (not employees), residential facilities and homeless shelters) and persons with clinical conditions that place them at high-risk (i.e. people living with HIV/AIDS, other immunosuppressive conditions, or persons with abnormal chest x-rays, etc.). **Fee schedule is on page 2 of the TB Surveillance Report and Request for Reimbursement form. Financial obligation of the Department is contingent upon funds being made available by The Centers for Disease Control and Prevention.

EVIDENCE OF CONTRACTOR'S ACCEPTANCE
 DATE 1/22/2019
 SIGNATURE Desi Fleming
 TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE Desi Fleming, Director of Public Health

EVIDENCE OF NDDoH ACCEPTANCE
 DATE
 SIGNATURE
 TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE
 Kirby Kruger, Section Chief, Medical Services Section

EVIDENCE OF NDDoH ACCEPTANCE
 DATE
 SIGNATURE
 TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE
 Brenda M. Weisz, CFO

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.




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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 23, 2019

RE0: AGREEMENT FOR SERVICES WITH ERICA FRANK FOR ASSISTANCE WITH THE STOCK HEALTHY SHOP HEALTHY TASK FORCE AND CASS CLAY FOOD PARTNERS FOR THE IMPLEMENTATION OF A HEALTHY CONVENIENCE STORE PROJECT FOR \$2100

The attached Agreement for Services with Erica Frank for a maximum of \$2100 for developing a plan for the implementation of a healthy convenience store project at Community Family Market connected with the Stock Healthy Shop Healthy Task Force and the Cass Clay Food Partners.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement for Services with Erica Frank.

DF/lls
Enclosure





Public Health
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Fargo Cass Public Health

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 17th day of January 2019, by and between Fargo Cass Public Health ("FCPH"); and Erica Frank (Independent Contracting Consultant).

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 17, 2019, through September 30, 2019.
- B. Services to be provided by independent contractor:** Independent contractor will work closely with the Stock Healthy Shop Healthy Task Force and the Cass Clay Food Partners to implement a healthy convenience store project at the Community Family Market. Work with storeowner and partners to develop ideas and a "retail makeover" plan which includes internal and external store design (layout, lighting, visual aspects, etc.), branding/logo design, ethnic considerations, display ideas and ways to promote the sale of healthy items.
- C. Reimbursement:** The independent contracting consultant shall be reimbursed \$2,100 to develop a plan; will submit an invoice not to exceed \$2,100 during the contract period.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent 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 that 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.
- D.** Services including printing and other miscellaneous costs may be discussed and agreed to by the parties 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

FM Metropolitan Council of Governments

By Desi Fleming
Desi Fleming, Director of Public Health

By Erica Frank
Erica Frank, Independent Contractor

Date 1/23/19

Date 1/22/19

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

Date _____



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

(12)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 24, 2019

**RE: AGREEMENT FOR SERVICES WITH JANICE TWEET TO
SERVE AS PROJECT COORDINATOR OF THE GLEAND
NETWORK, \$6860**

The attached Agreement for Services with Janice Tweet for a maximum of \$6860 to serve as the Project Coordinator of the Gleand network, a fruit and vegetable recovery system.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement for Services with Janice Tweet.

DF/ls
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 24th day of January 2019, by and between Fargo Cass Public Health ("FCPH"); and Janice Tweet (Independent Contracting Consultant).

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 24, 2019, through September 30, 2019.
- B. Services to be provided by independent contractor:** Independent contractor will function as the Project Coordinator of the GleaNND network, a fruit and vegetable food recovery system. During the 2019 growing season contractor will work closely with the Cass Clay Food Partners, including the Great Plains Food Bank, to expand GleaNND throughout Cass County and into Southeastern ND. Contractor will work with partners to recruit growers and volunteers, utilize the online networking system to implement gleans, collect data, and complete reports as needed.
- C. Reimbursement:** The independent contracting consultant shall be reimbursed an approximate stipend of \$857.50 per month, not to exceed a maximum of \$6,860 for services.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent 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 that 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.
- D.** Services including printing and other miscellaneous costs may be discussed and agreed to by the parties 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

Independent Contractor

By 
Desi Fleming, Director of Public Health

By 
Janice Tweet, Independent Contractor

Date _____

Date 1/24/2019

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

Date _____



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

January 24, 2019

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

Dear Commissioners;

The Department of homeland Security has a grant program called the Homeland Security Grant Program (HSGP). In FY 2018 cycle, I applied for several cyber-security related projects. The North Dakota Department of Emergency Services (NDDDES) is administering the grant program.

They have awarded our cyber-security related projects, \$75,363 in funding.

This funding award has no local matching requirements.

Suggested Motion:

Direct Information Services staff to accept the FY 2018 State Homeland Security Grant Program grant award of \$75,363.00.

Thank you,

A handwritten signature in cursive script that reads "R. M. Gronneberg".

Ron Gronneberg
CIO, City of Fargo

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January 28, 2019

To: City Commission

From: Tim Dirks, Director *TSD*
Fargo Public Library

The Fargo Public Library continues to strive to be a conscientious community partner. The library's relationship with the Fargo School District is important and mutually beneficial. Per the City Attorney reviewed MOU, the Fargo Public Library would like to participate in sheltering of Ed Clapp students if needed.

Recommended motion:

To approve the Memorandum of Understanding Regarding Ed Clapp Elementary and the Dr. James Carlson Library.

Attachments:

Memorandum of Understanding Regarding Ed Clapp Elementary and Dr. James Carlson Library



415 4th Street North
Fargo, ND 58102-4514
701.446.1000
FAX: 701.446.1200
www.fargo.k12.nd.us

Rupak Gandhi, *Superintendent* · 701.446.1005
Dr. Robert Grosz, *Associate Superintendent* · 701.446.1073
Missy Eidsness, *Associate Superintendent* · 701.446.1069
Brittnee Nikle, *Director, Human Resources* · 701.446.1038
Jackie Gapp, *Business Manager* · 701.446.1032
AnnMarie Campbell, *Executive Assistant & Communications* · 701.446.1005

MEMORANDUM OF UNDERSTANDING REGARDING ED CLAPP ELEMENTARY AND DR. JAMES CARLSON LIBRARY

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effect the 1st day of February 2019, by and between the Fargo Public School District ("FPS"), for the benefit of Ed Clapp Elementary, whose address is 3131 South 28th St., Fargo, ND 58103, and the City of Fargo ("the City"), a North Dakota municipal corporation, whose address is 225 4th St. N., Fargo, ND 58102. This Memorandum of Understanding will expire the 1st day of February 2022.

WHEREAS, FPS and the City have developed emergency response plans to be implemented in the event of an emergency situation that threatens the safety and security of Ed Clapp faculty, staff, and students; and

WHEREAS, FPS and the City mutually desire to reach an understanding that will result in making facilities, equipment, and/or staff of Dr. James Carlson Library available to Ed Clapp faculty, staff and students in response to an emergency during which relocation is necessary to maintain the safety and security of all Ed Clapp faculty, staff and students.

WHEREAS, the parties wish to set forth the terms of their agreement in writing; and

NOW, THEREFOR, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. In response to an emergency need for short-term shelter and possible reunification, the City, to the extent of its ability, will make the Dr. James Carlson Library, located at 2801 32nd Ave. S., Fargo, ND 58103, available immediately upon FPS's reasonable request during an emergency situation, by and through Ed Clapp staff, and for the time period being requested. The request shall be made by contacting the primary point-of contact, provided in Exhibit A, see attached. If the primary point-of-contact is not available, the request shall be made to the next point-of-contact and so forth.



415 4th Street North
Fargo, ND 58102-4514
701.446.1000
FAX: 701.446.1200
www.fargo.k12.nd.us

Rupak Gandhi, *Superintendent* · 701.446.1005 ·
Dr. Robert Grosz, *Associate Superintendent* · 701.446.1073
Missy Eidsness, *Associate Superintendent* · 701.446.1069
Brittnee Nikle, *Director, Human Resources* · 701.446.1038
Jackie Gapp, *Business Manager* · 701.446.1032
AnnMarie Campbell, *Executive Assistant & Communications* · 701.446.1005

2. In connection with making Dr. James Carlson Library available during an emergency, the City agrees to the following:
 - a. To designate a primary point-of-contact that will have access to the entire facility to maintain communication with Ed Clapp personnel. Specific names and contact information for the contact persons are listed in Exhibit A, which may be updated from time to time by the City as needed.
 - b. To allow Ed Clapp representatives and others to visit facilities by appointment as needed to develop, implement, and maintain emergency response plans.
 - c. To allow Dr. James Carlson Library to be listed in a confidential appendix within Ed Clapp emergency response plans as a possible location for emergency response and staging activities.

3. In connection with using Dr. James Carlson Library equipment and facilities, FPS agrees to the following:
 - a. To provide points-of-contact persons to communicate with the City. Specific names and contact information shall be listed in Exhibit A, which may be updated from time to time by FPS as needed.
 - b. To respond to questions concerning use of Dr. James Carlson Library facility and this Agreement.
 - c. To provide necessary post-use cleanup.
 - d. FPS will hold the City harmless from and against any and all claims that may arise as a result of FPS or Ed Clapp staff not being able to contact the City for the purposes of making sure that Dr. James Carlson Library is open and available for the emergency use purposes described above.
 - e. That the City will have no responsibility or obligation to change the configuration of or otherwise ready itself for these emergency purposes. FPS will indemnify and hold the City harmless from and against any and all claims arising out of FPS use of Dr. James Carlson Library for emergency purposes, including not only Ed Clapp staff, faculty, and students, but any other faculty, staff, and students coming from different schools and/or parents or caregivers on the premises as a result of an emergency.
 - f. After FPS use of Dr. James Carlson Library pursuant to this Agreement, FPS shall repair any damage to the Dr. James Carlson Library resulting from such use, reasonable wear and tear excepted.

4. The parties acknowledge that there is no compensation contemplated as a result of this potential use of Dr. James Carlson Library by FPS, and it is the intention of this Agreement that the parties will use the public facilities in such a way as to provide this emergency shelter in the event of an emergency and that the City and FPS will cooperate



415 4th Street North
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701.446.1000
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Rupak Gandhi, *Superintendent* · 701.446.1005
Dr. Robert Grosz, *Associate Superintendent* · 701.446.1073
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Brittnee Nikle, *Director, Human Resources* · 701.446.1038
Jackie Gapp, *Business Manager* · 701.446.1032
AnnMarie Campbell, *Executive Assistant & Communications* · 701.446.1005

to the extent reasonable to accommodate the intentions of this Memorandum of Understanding.

5. The term of this Agreement shall be from February 1st, 2019 to February 1st, 2022.
6. Either party may terminate this Agreement without cause upon written notice to the other party.
7. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties wave any objection to personal jurisdiction.
8. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
9. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

DATED effective the date and year written above.

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

By _____
Steve Sprague, City Auditor

FARGO PUBLIC SCHOOLS

By M. McCormick
Mackenzie McCormick, Coordinator of Safety and
Emergency Management



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Brittnee Nikle, *Director, Human Resources* · 701.446.1038
Jackie Gapp, *Business Manager* · 701.446.1032
AnnMarie Campbell, *Executive Assistant & Communications* · 701.446.1005

Exhibit A

Contact Information

Names and contact information for persons designated in agreement are listed below:

Dr. James Carlson Library Point(s)-of-Contact:

1. Timothy S. Dirks (Primary) 701-241-1493 or 701-730-0972 (Cell)
2. Beth Postema 701-241-8198 or 701-793-0773 (Cell)
3. Lori West 701-476-5977 or 701-541-0462 (Cell)
4. Steve Sprague 701-241-1301

Ed Clapp Elementary Point(s)-of-Contact:

1. Jennifer Schuldheisz (Primary) 701-446-2900
2. 24 Hour On-Call 701-446-1115
3. Mackenzie McCormick 701-446-1051



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PUBLIC WORKS/OPERATIONS

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

January 16, 2019

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

RE: Fuel Purchase for 3rd and 4th Quarters of 2019 RFV19007

Commissioners:

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

On January 9, 2019, the Fuel Procurement Committee received bids for 240,000 gallons of #2 Diesel and 110,000 Gallons of Unleaded Gasoline. The award was made to Hartland Fuels with a submitted low bid of \$666,266.16 without tax. (RFV19007).

Attached for your review is the Bid Tab from January 9, 2019 and the Fuel Contract.

RECOMMENDED MOTION: I/we hereby move to authorize and execute the Forward Fuel Contract (RFV19007) for the 3rd and 4th Quarters of 2019.

Respectfully Submitted,

[Handwritten signature of Allan Erickson]

Allan Erickson Fleet Services Manager



Award Bid...

City of Fargo Fuel Bid for 3rd and 4th Quarter of 2019

Due by 9:00 AM Central Time, January 9, 2019

Please list below your prices on a quarterly basis.

\$ Per Gallon will **INCLUDE**

Any local freight/delivery charges.

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

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

Federal Oil Spill Recovery Fee

<u>3rd Quarter (July 1 – Sept 30)</u>	<u>Gallons</u>	<u>Cost/Gallon</u>
#2 Diesel Fuel	120,000	<u>\$2.0231</u>
No-Lead Ethanol 87 Octane	55,000	<u>\$1.6724</u>
<u>4th Quarter (Oct 1 – Dec 31)</u>		
#2 Diesel Fuel	120,000	<u>\$2.0540</u>
No-Lead Ethanol 87 Octane	55,000	<u>\$1.5461</u>
Total Gallons #2	240,000	<u>\$489,248.40</u>
Total Gallons No-Lead	<u>110,000</u>	<u>\$177,017.76</u>
	350,000	
TOTAL		\$666,266.16

Demurrage Charge per hour after the first hour \$60.00

Vendor: Hartland Fuels

Signature: *Jeff MacRobert* Jeff MacRobert

Title: Vice President

Date: 1-9-19

Time: 8:55 AM

[Handwritten Signature]

Director of Operations
Fargo Public Works

9:10 a.m. 1-9-19

Hartland		Contract Award	
		Without Tax	
<u>3rd Quarter</u>			
#2 Diesel Fuel	120,000		\$2.0231
No-Lead	55,000		\$1.6724
<u>4th Quarter</u>			
#2 Diesel Fuel	120,000		\$2.0540
No-Lead	55,000		\$1.5461
Average Diesel			\$2.0386
Average No-Lead			\$1.6093
<hr/>			
Northdale Oil			
		Without Tax	
<u>3rd Quarter</u>			
#2 Diesel Fuel	120,000		\$2.0300
No-Lead	55,000		\$1.6264
<u>4th Quarter</u>			
#2 Diesel Fuel	120,000		\$2.0600
No-Lead	55,000		\$1.6564
Average Diesel			\$2.0450
Average No-Lead			\$1.6414
<hr/>			
Farstad Oil			
		Without Tax	
<u>3rd Quarter</u>			
#2 Diesel Fuel	120,000		\$2.0220
No-Lead	55,000		\$1.6550
<u>4th Quarter</u>			
#2 Diesel Fuel	120,000		\$2.0580
No-Lead	55,000		\$1.6900
Average Diesel			\$2.0400
Average No-Lead			\$1.6725

Definitions:

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

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

Efficiency Payments:

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

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

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

Delivery of Fuel

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

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

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

Additional Products and Fuel Additives

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

Failure to Perform:

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

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

Excused Performance:

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

Excused performance, as employed in this Contract will mean any event that prevents delivery or receipt of Product, including acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the non-performing Party and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

Contractor Warrants:

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

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

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

Notices:

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

Contractor:

Buyer:

Hartland Fuel Products, LLC	City of Fargo
PO Box 809	225 4 th St N
Onalaska, WI, 54650	Fargo, ND 58102

Transfer or Assignment:

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

Severability:

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

Applicable Law:

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

Consequential and Incidental Damages:

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

Applicable Federal Clauses

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

No Government Obligation to Third Parties:

The Buyer and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Buyer, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud & False or Fraudulent Statements & Related Acts:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Access to Records and Reports:

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the

contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event

of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Federal Changes:

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Buyer and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity:

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

Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fargo agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination: In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age: In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities: In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42

U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Termination Provisions:

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

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

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

Disadvantaged and Small Business Enterprise:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the City of Fargo in the utilization of disadvantaged business enterprises including women- owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by City of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the City of Fargo with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The Contractor will be required to report its DBE participation obtained through race- neutral means throughout the period of performance.

The Contractor must promptly notify the City of Fargo whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE

subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Fargo.

Fostering Small Business Participation. The City of Fargo has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the City of Fargo. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

Incorporation of FTA Terms:

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Breach of Contract and Dispute Resolution:

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 200 N 3rd Street, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at said hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Claims of Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

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

Lobbying Restrictions:

The Proposer certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

Clean Air and Federal Water Pollution Control Act:

The Contractor agrees:

It will not use any violating facilities;

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

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

It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contract Work Hours & Safety Standards Act:

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

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

Substance Abuse Requirements: Drug and Alcohol Testing:

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota or the City of Fargo, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before the start of the contract period and to submit the Management Information System (MIS) reports before the start of the contract to the City of Fargo Fleet Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Energy Conservation:

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

Safe Operation of Motor Vehicles:

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company- owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

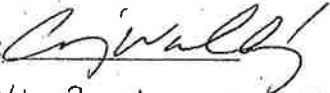
Entire Agreement:

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

DESTINATION IS CITY OF FARGO FUELING STATIONS

Dated this ____ day of _____, 2019.

CONTRACTOR

By: 
It: Vice President Marketing

BUYER

Dr. Tim Mahoney Mayor

(Both Parties are Signatories)



PUBLIC WORKS/OPERATIONS

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

January 22, 2019

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

RE: RFP for Crawler Dozer RFP18310

Commissioners:

On October 26th, 2018, proposals were received and read for one (1) Crawler Dozer. Six proposals were submitted from three vendors. On November 5th 2018, the Crawler Dozer was approved on the consent agenda, item 12 to Butler Machinery/CapFirst Equipment Finance Inc.

The review committee, consisting of Terry Ludlum, Paul Hanson and Tanner Smedshammer, was approached by Butler Machinery, raising concern with respect to interpretation of the RFP and the terms of its existing buy back agreement, with this Butler Machinery would like to cancel the Sales Agreement they have with the City of Fargo (RFP18310).

After further investigation and review from the City of Fargo Attorney, Nancy Morris, we are recommending the Sales Agreement with Butler Machinery be cancelled, reject all Proposals for RFP18310 and re-issue a new RFP.

SUGGESTED MOTION:

Approve the recommendation to cancel the lease purchase of one (1) Crawler Dozer from Butler Machinery and re-issue an RFP.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist



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PUBLIC WORKS/OPERATIONS

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

January 22, 2019

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

RE: Lease contract approval for (1) Motorgrader with Wing (RFP18302)

Commissioners:

On October 22nd, 2018, the Commission granted a request to:

- Purchase one (1) Motorgrader (RFP18301)
- Lease one (1) Motorgrader (RFP18302).

Butler Machinery has provided a lease through CapFirst Equipment Finance.

The review committee, consisting of Ben Dow and Tanner Smedshammer, is recommending an award to CapFirst Equipment Finance for \$55,930.00 per year for 5 years. A copy of lease contract #40001698 is attached for review and consideration. The complete contract is available at the commission office for viewing and signatures. Funding for this project is included in the 2019 Street Department Operational Budget.

SUGGESTED MOTION:

Approve (RFP18302) a 5-year municipal lease to CapFirst Equipment Finance for the amount of \$55,930.00 per year.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist





4165 30th Ave S Suite 100
Fargo, ND 58104

January 15, 2019

City of Fargo, North Dakota
Attn: Tim Mahoney / Mayor
200 3rd St N
Fargo, ND 58102

RE: Lease with Option to Purchase Agreement No. 40001698

Dear Mr. Mahoney:

Enclosed please find the following documentation for the lease of the 2019 Caterpillar Motor Grader:

- Invoice for the documentation fee and first lease payment
- Lease with Option to Purchase Agreement No. 40001698
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D - Resolution
- Insurance Coverage Information
Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.
- Certificate of Incumbency
- 8038-G -- We will take care of filing this form with the IRS. Please sign both originals where indicated in **blue ink**.

Please sign and seal all documents where indicated and return all of the executed documents along with a check for the advance payment to my attention. You can reach me at (701) 639-7209 if you have any other questions pertaining to the documentation. Thank you.

Sincerely,
CapFirst Equipment Finance, Inc.

A handwritten signature in blue ink, appearing to read 'David Suppes'.

David Suppes
President



4165 30th Ave S Suite 100
Fargo, ND 58104

INVOICE

Invoice#: 1st Advance Payment
Invoice Date: 01/15/2019

Remit To:

Invoice to:

CAPFIRST EQUIPMENT FINANCE, INC.
4165 30th Ave S
Suite 100
Fargo, ND 58104

City of Fargo, North Dakota - Buildings and Grounds
Attn: Steven Sprague
200 3rd St N
Fargo, ND 58102

LEASE#	AMOUNT
40001698	
First Advance Payment:	\$55,930.00
Total Amount Due:	\$55,930.00

EXHIBIT A
EQUIPMENT

Lessee: CITY OF FARGO, NORTH DAKOTA
200 3rd St N
Fargo, ND 58102

Date of Lease: January 15, 2019
Lease #: 40001698

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Installation Site: 200 3rd St N, Fargo, ND 58102

QTY.	SERIAL NO.	DESCRIPTION
1	N9B00777	2019 Caterpillar 12M3 AWD Motor Grader
1	X045091	Diamond 1,300 LB Push Block
1	1440418	Falls 2012 ASP Short Post Snow Wing

Description of Financed Amount:

Cost of above Equipment	\$259,000.00
Cost of related charges:	
Transportation	\$ N/A
Physical Modifications (specify)	\$ N/A
Other (Specify)	\$ N/A
Add: Sales or other tax, if applicable	\$ N/A
Less: Trade - In, if applicable	\$0.00
Net Financed Amount:	\$259,000.00

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: CITY OF FARGO, NORTH DAKOTA
 200 3rd St N
 Fargo, ND 58102

Date of Lease: January 15, 2019
 Lease #: 40001698

RENTAL PAYMENTS

Rental Payment Date	Rental Payment	Interest	Principal	Purchase Option Price*
1/15/2019	\$55,930.00	0.00	\$55,930.00	\$207,897.00
1/15/2020	\$55,930.00	\$8,101.60	\$47,828.40	\$158,204.00
1/15/2021	\$55,930.00	\$6,193.46	\$49,736.54	\$107,020.00
1/15/2022	\$55,930.00	\$4,209.19	\$51,720.81	\$54,301.00
1/15/2023	\$55,930.00	\$2,145.75	\$53,784.25	\$0.00

*After payment of Rental Payment due on such date.

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-14-20 Type: Contract Amendment #2
 Location: Southwest Metro Floodplain & Storm Sewer Master Planning Date of Hearing: 1/22/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/28/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jody Bertrand</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, related to Contract Amendment #2 submitted by Houston Engineering in the amount of \$14,952.00, bringing the total contract amount to \$308,952.00. This Amendment is for additional Professional Engineering Services to analyze hydraulic flooding impacts for recently constructed levees along Drain #27 and Drain #53 in south Fargo.

Staff is recommending approval of Amendment #2 in the amount of \$14,952.00, bringing the total contract amount to \$308,952.00.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Contract Amendment #2.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Amendment #2 in the amount of \$14,952.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax (460)

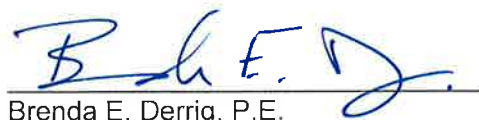
	Yes	No
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>N/A</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>N/A</u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>N/A</u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Donald Kress
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mark Bittner, Director of Engineering	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Jody Bertrand
Division Engineer

Date: January 21, 2019

Subject: Project No. MS-14-20 - Southwest Metro Storm Sewer Master Plan
Contract Amendment #2

Background:

In 2014, Houston Engineering was selected to complete hydraulic flood impact modeling on the south side of Fargo, which provides decision-making information in regards to the Stormwater Master Planning of the area. The Storm Sewer Master Planning will be for the southerly portions of the City limits and some of the extraterritorial area.

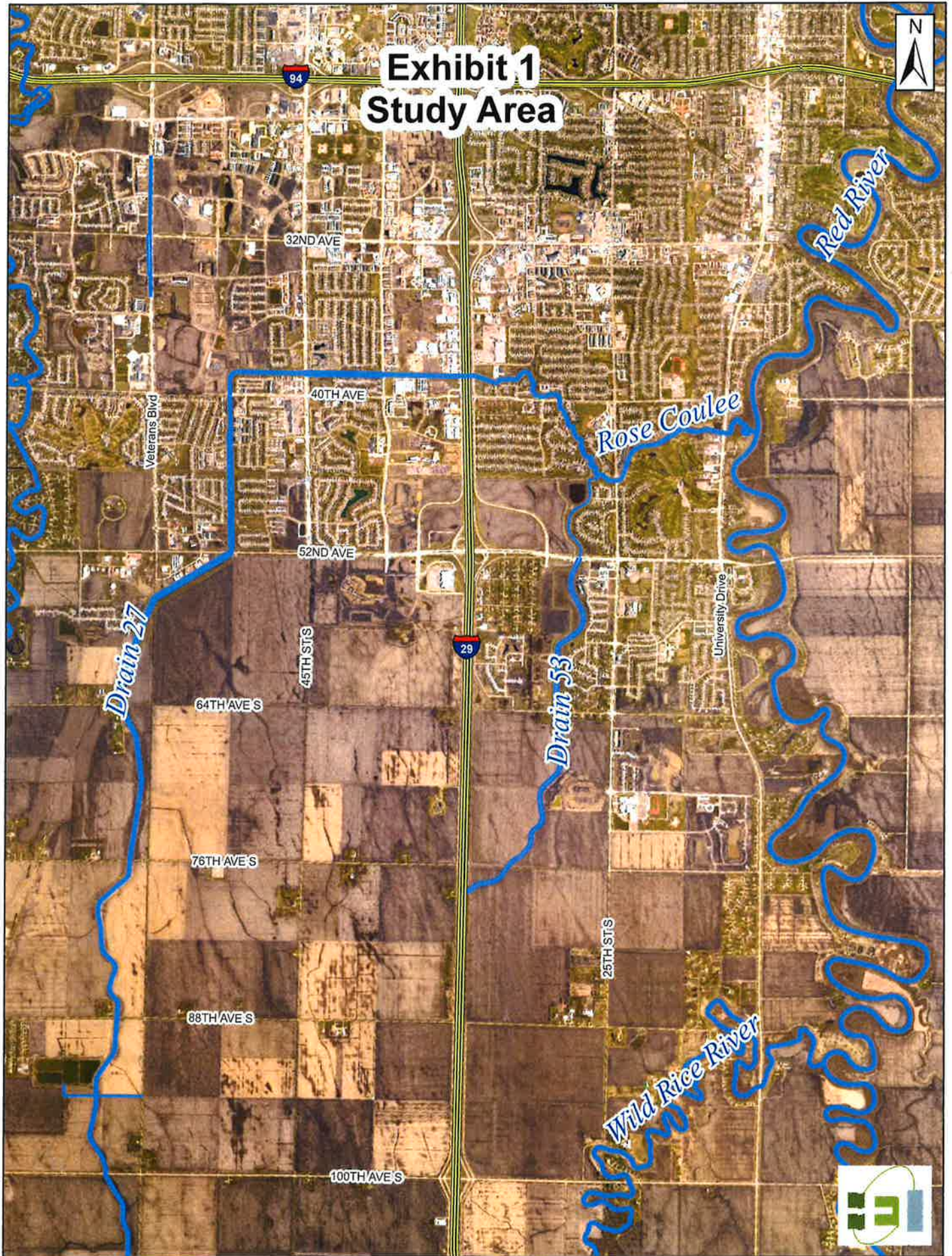
This Contract Amendment #2 is for additional Professional Engineering services to analyze hydraulic flooding impacts for recently constructed levees along Drain #27 and Drain #53 in south Fargo. The modeling will incorporate possible new flood protection lines to determine flood impacts to adjacent lands if additional flood protection measures are installed. The most recent HEC-RAS un-steady state model completed through the Diversion Authority will be used as the baseline for the existing flood impact conditions.

An area map is attached along with the Professional Services Agreement for Contract Amendment #2 provided by Houston Engineering.

Recommended Motion:

Approval of Contract Amendment #2 for MS-14-20, the Southwest Metro Storm Sewer Master Plan in the amount of \$14,952.00 to Houston Engineering.

JRB/klb
Attachment



Fargo Corporate Office 701.237.5065 701.237.5101

1401 21st Avenue North Fargo ND 58102



PROFESSIONAL SERVICES

AMENDMENT No. 2 - FOR ADDITIONAL ENGINEERING SERVICES

Project: City of Fargo Project MS-14-20 – Southwest Metro Storm Sewer Master Plan Amendment No. 2 – Flood Impact Analysis for Levees bounding the area Southeast of Drain 27, West of Drain 53, north of 64th/76th Avenue S.
HE Project No. 6059-0077

Client: City of Fargo
225 4th Street N.
Fargo, ND 58102
Phone (701) 241-1545
Attn: Nathan Boerboom, Division Engineer

Location of Project: City of Fargo, Cass County, North Dakota

Description of Work: This contract amendment is for additional Professional Engineering services to analyze the hydraulic flooding impacts from the most recently constructed levees in south Fargo while incorporating a new southern levee that extends along 76th Avenue and 64th Avenue S. The effort is amended to the original MS-14-20 project since the task is similar to the hydraulic impact modeling included in the original stormwater master planning efforts, however now the scope is revised to include a new southern alignment.

Task 1 – Hydraulic impact analysis for levees that have been constructed along Drain 27 and Drain 53, with a southern alignment extending along 76th Avenue S. from University Drive to 45th Street, along 45th Street to 64th Avenue S., then along 64th Avenue S. to Drain 27.

The hydraulic analyses will be summarized in a technical memorandum that documents the impacts from the associated levee segments. The budget includes an additional 20 hours of Design Engineer time to evaluate additional alternatives for reducing impacts or making adjustments to the original scope prior to completing the final memorandum.



Page 2

Basis of Proposal:

This amendment covers the additional services as described above.

Fee:

The total fee for the above described tasks is \$14,952. Additional work required beyond the scope listed above will be billed at our current hourly rates. Houston Engineering, Inc. will perform the services as outlined above and as detailed in Attachment 1. Tasks will be performed in accordance with our current hourly rates (Attachment 2).

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Proposal: Houston Engineering, Inc.

Client: City of Fargo

Signature: _____

Signature: 

Title: _____

Title: PROJECT MANAGER

Date: _____

Date: 1/8/2019



Attachment 1

Client: **City of Fargo**

Project MS-14-20 – Southwest Metro Storm Sewer Master Plan

Project Name: **Amendment No. 2 – Flood Impact Analysis for Levees bounding the area Southeast of Drain 27, West of Drain 53, north of 64th/76th Avenue S.**

HEI Project No. **6059-0077**

Date: **1/8/2019**

Description of Work: Hydraulic impact analysis for levees that have been constructed along Drain 27 and Drain 53, with a southern alignment extending along 76th Avenue S. from University Drive to 45th Street, along 45th Street to 64th Avenue S., then along 64th Avenue S. to Drain 27. The task will be completed with a Technical Memorandum that summarizes analysis.

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	hr	8	\$184.00	\$1,472.00
Project Engineer	hr	16	\$168.00	\$2,688.00
Design Engineer	hr	80	\$121.00	\$9,680.00
GIS Analyst III	hr	8	\$139.00	\$1,112.00
			TOTAL	\$14,952.00



2019 FEE SCHEDULE

The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

Category	2019 Rates
Engineer I	\$121
Engineer II	134
Engineer III	151
Project Engineer	168
Project Manager	184
Sr Project Manager	202
Scientist I	\$121
Scientist II	134
Scientist III	152
Project Mgr – Environmental	178
Sr Project Mgr – Environmental	202
Hydrogeologist I	\$121
Hydrogeologist II	134
Hydrogeologist III	152
Sr Hydrogeologist	190
Construction Engineer	\$139
Sr Construction Engineer	165
Land Surveyor I	\$121
Land Surveyor II	139
Land Surveyor III	153
Project Mgr – Land Surveying	165
Sr Project Manager – Land Surveying	184
Survey Crews:	
1-Person Crew (+ equipment)	\$147
2-Person Crew (+ equipment)	178
3-Person Crew (+ equipment)	222
4-Person Crew (+ equipment)	248
Landscape Architect	\$129
CAD Technician I	\$82
CAD Technician II	95
CAD Supervisor	108
Designer I	\$127
Designer II	136
Sr Designer	146
Engineering Specialist	155
Technician Intern (all areas)	\$82
Technician I	\$95
Technician II	108
Sr Technician	121

Category	2019 Rates
Right-of-Way Technician	\$110
Right-of-Way Specialist	184
GIS Analyst I	\$90
GIS Analyst II	105
GIS Analyst III	121
Sr GIS Analyst	139
Project Manager – GIS	152
Sr Project Manager – GIS	178
Software Engineer I	\$105
Software Engineer II	121
Software Engineer III	139
Sr Software Engineer	152
Computer Technician	\$146
Communications Specialist	\$82
Sr Communications Specialist	90
Administrative Assistant	\$77
Sr Administrative Assistant	82
Planner	\$133
Senior Planner	184
Legislative/Grant Specialist	\$171
Expert Witness	222
Drone Pilot	\$129
Drone Visual Observer	49

Chargeable Expenses	Rate
Subsistence	Actual Cost
Mileage-Vehicles:	
2-Wheel Drive	IRS Standard Rate
4-Wheel Drive	IRS Standard Rate + \$0.20/Mile
GPS Equipment	\$25/hour/unit
Robotic Total Station	\$40/hour
ATV/Snowmobile/Boat	\$15/hour
ATV with Tracks	\$30/hour
Hydrone RCV	\$50/hour
Small UAS	\$25/hour
Delivery, Postage, Printing	Actual Cost
Surveying Materials, Special Equipment, and other Materials required	Actual Cost
Subconsultants	Actual Cost + 10%

REPORT OF ACTION

19

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-18-F0

Type: Contract Amendment #1

Location: Public Information
Coordinator Services

Date of Hearing: 1/22/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/28/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to Contract Amendment #1 submitted by Flint Group in the amount of \$6,892.50, bringing the total contract amount to \$56,392.50. This Amendment is for out of scope work items completed by Flint Group.

Staff is recommending approval of Amendment #1 in the amount of \$6,892.50, bringing the total contract amount to \$56,392.50.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Contract Amendment #1.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Amendment #1 in the amount of \$6,892.50 to Flint Group.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Infrastructure Sales Tax Funds


	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>N/A</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>N/A</u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>N/A</u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>[x]</u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Donald Kress</u>
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mark Bittner, Director of Engineering	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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 17, 2019

Re: Project No. MS-18-F0 – Contract Amendment #1
Flint Group for Public Information Coordinator Services

Background:

Last year we created Project No. MS-18-F0 for Public Information Coordinator Services to assist with communicating information to the public with regards to the large amount of projects in and around the City of Fargo. We selected Flint Communications for the project. The contract amount was for \$49,500. Due to a number of projects that went late into the fall, they completed a number of out of scope work items, amounting to \$6,892.50. Please refer to the attachment for details on the out of scope work.

I fully recommend approving this Contract Amendment in the amount of \$6,892.50, which will bring this project to a close.

Recommended Motion:

Approve Contract Amendment No. 1 with Flint Group in the amount of \$6,892.50 using Infrastructure Sales Tax funds.

JMG/klb
Attachment



101 N 10th Street
Fargo, ND 58102
701-237-4850

Contact: Melissa Reichert
melissa.reichert@flint-group.com, 701-499-2150

CONTRACT AMENDMENT

City of Fargo
Engineering Department
200 3rd St. N, Fargo, ND 58102

PROJECT NO. MS-18-F0
Public Information Coordinator Services

January 14, 2019





Contact Information:

Company Name: Flint Communications (dba Flint Group)
Contact for this Proposal: Melissa Reichert, melissa.reichert@flint-group.com, 701-499-2150
Physical Mailing Address: 101 N 10th Street, Fargo, ND 58102
Telephone Number: 701-237-4850
Federal Tax ID: 45-0216764

Statement of Responsible Agent

We understand the requirements of the PIC contract and will gladly continue to comply with the provisions. Neither our company nor any of the individuals who will work on this contract has a conflict of interest.

This proposal is respectfully submitted by the President/CEO, who is authorized to legally bind Flint Communications to the terms and conditions described herein.

A handwritten signature in black ink, appearing to read "Roger Reiersen".

Roger Reiersen, President/CEO





Mr. Jeremy Gorden, PE, PTOE
CC: Gregg Schildberger

It's been a pleasure working with the City of Fargo Engineering Department (Department) in the capacity of the Public Information Coordinator (PIC). Our team has integrated to create a streamline approach, as well as a great working relationship, across your department as well as with other city departments or contractors that support Engineering.

For any additional clarification, on what we've outlined in each proposal, please don't hesitate to contact us. Enclosed is the original PIC cost proposal (assigned contract budget) and updated invoice for unbilled labor time.

Thank you for your considerations of continuing this collaboration and partnership!

PIC CONTRACT AMENDMENT – October – December 2018

This is a proposal for services rendered above the initial scope of the 2018 PIC services, which included management of six projects and downtown Street Fair access map from April 24 – December 8, 2018.

After the September billing, \$1,700 remained in the contract budget; however, five of the six infrastructure projects were still in active construction with three of the projects unexpectedly entering winter suspension to be complete in 2019.

To keep communication consistent and proactive to the public on these large Department projects, the PIC team did exceed the contract budget with labor hours (\$6,892.50) to operate at the same level of service throughout the season.

Ahead of September (April – Sept), labor time was more than expected on the following projects:

- 25th Street South CPR Project – Additional business outreach and additional project work zone maps were needed for communication efforts
- Overall community management of FargoStreets social media accounts – Facebook and Twitter (questions and response to public)
- FargoStreet.com website troubleshooting to post project content (VPN access must be granted to Flint through IT Help Desk or any new project pages must be approved by communication department, time is added to the work flow)
- From June – August, Flint drafted and distributed 22 news releases – 19th Avenue project updates, 25th St S and 13th Ave S intersection project updates, Roberts Alley project updates, 4th Street S project updates, and 12th Avenue project start





- Assisted Department with communication plan and draft messaging for warranty project in August (Original Improvement District: BR-16-F1)

Unbilled time to complete project work in Oct/Nov/Dec included:

- 19th Avenue North – project updates, project maps and social content (complete in 2019)
- Great Northern Drive – project updates, project maps and social content (complete)
- Roberts Street and Alley – project updates, project maps and social content (Alley complete; phase 2 of Roberts Street complete in 2019)
- 4th Street S – weekly contractor meetings, project updates, project maps and social content (complete in 2019)
- 12th Avenue Bridge – project map and social content (complete)
- Media Relations (misc. interview requests and prep)
- Social Media (community management of FargoStreets)
- Engineering Meetings – weekly department meetings (through 11/19)
- Necessary project and social creative

OUT OF SCOPE ADDITIONAL DETAIL/SPECIFICS

Account Management/Communication Planning:

- Managed coordination and collaborative team work on all PR, website, creative services, media, and collateral
 - Updates to team for community management and channel updates

Public Relations/Social Media:

- Weekly Engineering team meeting (Mondays, through 11/19)
 - Attendance of two PIC team members (travel is not billed)
 - Project related follow up after meetings
- Weekly Contractor Meetings for 4th Street N projects (Weds, through 11/14)
- Researched, updated or created new project email lists for projects in contract
 - Online or in-person outreach on interest on being added to database
- Drafted and distributed project 10 news releases – 19th Avenue project updates, Roberts Alley project updates, GND projects updates and 4th Street S project updates
 - Sent to Gregg S for media distribution
 - Distributed to zone and business emails via FargoStreets email
 - Gathered visuals (project photos or videos) and edited content to accompany project start/progress update (travel not billed)
- Regularly developed and posted engineering department/public works content for FargoStreets Facebook or other area project updates of interest
 - Edited and produced social video content for channel





- Asked Project Managers/Division Engineers for further information on specific questions and posted approved response
- Scheduled upcoming PIC project related posts to keep content ongoing
- Regularly developed and posted engineering department educations or awareness content on FargoStreets Twitter handle, or shares of other area project updates of interest
 - Scheduled upcoming PIC project related posts to keep content ongoing
- Shared media interest and interview opportunities for road projects
- Monitored media mentions/social media conversations – share inclusions of note or for potential follow up

Creative/Maps:

- Work Zone/Project Maps – updates to project maps for 19th Ave N, 4th St S and Roberts Alley and Roberts Street to communicate work zone shifts and access

Website:

- City of Fargo website – Time to post latest updates and current work zone status through COF VPN for PIC managed projects
 - Cleaned up all PIC project pages
- Interactive map edits – Managed PIC projects and missed updates



REPORT OF ACTION

20

CONSULTANT SELECTION COMMITTEE

Requesting: Engineering Services

Proposal Project #: BN-19-A3

Location: 52nd Ave and Drain 27

Date of Hearing: 1/7/2019

Requested Services: Bridge Construction Engineering and Surveying Services

<u>Routing</u>	<u>Date</u>
City Commission	1/28/2019
Consultant File	
Project File	X
Petitioners	
Selection Committee	X

Proposals were received from the following Consultants for this project:

Houston Engineering, Inc.

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

Houston Engineering was the only firm to submit and the Selection Committee unanimously agreed they were qualified and recommend selecting Houston Engineering to perform the work. A math error was found in the cost proposal so an amended cost proposal was accepted after the RFP closed. The original amount was over \$750,000 and after the math correction, the contract amount not to exceed is \$213,168.


RECOMMENDED MOTION

Concur with the Consultant Selection Committee and recommend contract award for consulting services to Houston Engineering in the amount of \$213,168 with the funding source to be project cost.

COMMITTEE

- Brenda Derrig, City Engineer
- Tom Knakmuhs, Asst. City Engineer
- Jeremy Gorden, Division Engineer
- Roger Kluck, Civil Engineer II Storm Sewer
- Kevin Gorder, Division Engineer

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	


 Kevin Gorder, PE
 Division Engineer

C: Jeremy McLaughlin – Houston Engineering

Roger Kluck

From: Jeremy McLaughlin <jmclaughlin@houstoneng.com>
Sent: Wednesday, January 16, 2019 3:32 PM
To: Roger Kluck
Cc: Kevin Gorder
Subject: RE: BN-19-A3
Attachments: 20190116144900420.pdf

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

Signed as requested

Jeremy McLaughlin
Sr Project Manager | Vice President
Houston Engineering, Inc.
O 701.237.5065 | D 701.499.2065 | F 701.237.5101

*Agreement signed
by consultant,
waiting for Mayor's
signature*

From: Roger Kluck <rkluck@FargoND.gov>
Sent: Wednesday, January 16, 2019 11:21 AM
To: Jeremy McLaughlin <jmclaughlin@houstoneng.com>
Cc: Jeremy Gorden <JGorden@FargoND.gov>; Kevin Gorder <KGorder@FargoND.gov>
Subject: BN-19-A3

[External Email]

Jeremy please sign and return to the City in care of Kevin Gorder. Kevin please see me, this will need to then go to the Commission with a selection committee ROA to get signed by the mayor.

Roger E. Kluck, PE, CFM
Engineer II Storm Water
City of Fargo
200 N 3rd Street
Fargo, ND 58102

701- 241-1537(work)
701-361-5354 (cell)
rkluck@FargoND.gov

From: scanner@cityoffargo.com <scanner@cityoffargo.com>
Sent: Wednesday, January 16, 2019 9:08 AM
To: Roger Kluck <rkluck@FargoND.gov>
Subject: Attached Image

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made and entered on this ___ day of February, 2019 between the CITY OF FARGO, North Dakota, ("City") and **Houston Engineering, Inc.**, ("Consultant") for services to be provided to City in furtherance of its **Fed. Aid Project SU-8-984(164)/City Project BN-19-A3**.

1. **Scope of Work.** Consultant shall perform in a competent and professional manner the Scope of Work included in the Request for Proposals for **Construction Engineering and Surveying Services** located in the Engineering Department, City of Fargo, for **Fed. Aid Project SU-8-984(164)/City Project BN-19-A3A2** and in Exhibit A attached hereto, both of which are incorporated herein and made a part of this Agreement.
2. **Acceptance and Completion.** Consultant shall commence work immediately upon receipt of a written Notice to Proceed from the City. Services initiated by Consultant prior to execution of this Agreement are done so at Consultant's risk. Acceptance of this Agreement is required by the Board of City Commission of the city of Fargo. The parties anticipate that all work pursuant to this Agreement shall follow the timeframe laid out with the Request for Proposals. Upon request of the City, Consultant shall submit, for the City's approval, a schedule for the performance of Consultant's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Consultant.
3. **Change Orders.** City may request changes to the Scope of Work by altering or adding to the Services to be performed. Consultant will provide a contract amendment setting out the fees for the requested change. City shall accept Consultant's reasonable offer in writing, and as approved by the Board of City Commission of the city of Fargo.
4. **Payment.** City shall pay Consultant for all work performed. Consultant shall submit, at least monthly, invoices for work performed. Payment is due within 45 days after receipt of invoice. City shall notify Consultant if it objects to any portion of the charges within 20 days from receipt of the Consultant's invoice, but shall timely pay the undisputed portion. It is the Consultant's responsibility to determine whether federal, state, or local prevailing wage requirements apply.
5. **Assignment.** This Agreement may not be assigned by the City or Consultant without the prior written consent of the other party.
6. **Termination.** This Agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such fifteen (15) day period. City may terminate this Agreement for convenience at any time, in which event Consultant shall be compensated in

accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

7. **Third Party Reliance.** The services provided for hereunder are for the City's sole benefit and exclusive use with no third party beneficiaries intended.
8. **Ownership of Documents.** Consultant's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Consultant conceives or developed in the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.
9. **Independent Contractor Status.** It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Consultant shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the services to the City. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.
10. **Indemnification.** Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the Consultant, any subcontractor of the Consultant, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against (except in the case of professional liability claims), any such liability, claims or demands at the sole expense of the Consultant, or at the option of the City,

agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.

11. **Professional Liability Insurance.** Consultant shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Insurance shall be on a "claims made" basis and in the amount of at least \$1,000,000.

12. **Workers Compensation Insurance.** Consultant shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A:	Statutory		
Coverage B:	\$1,000,000	Bodily Injury by accident	Each accident
	\$1,000,000	Bodily Injury by disease	Policy limit
	\$1,000,000	Bodily Injury by disease	Each employee

13. **General Liability Insurance.** Consultant shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 10 of this Agreement). Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
\$2,000,000	Aggregate

14. **Automobile Insurance.** Consultant shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
-------------	----------------

15. **Evidence of Insurance.** The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. Consultant shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.

16. **Consequential Damages.** North Dakota law governs claims for consequential damages.

17. **Entire Agreement.** The terms and conditions set forth herein, the RFP, the Instructions to Offerors of Professional Services, and any document referenced herein constitute the entire

understanding of the parties relating to the provision of services by Consultant to City. This Agreement may be amended only by a written instrument signed by both parties.

18. **Severability.** Should a court of law determine that any paragraph of this Agreement is invalid, all other paragraphs shall remain in effect.
19. **Statute of Limitations.** Causes of action arising out of Consultant's services shall be governed by the applicable statute of limitations.
20. **Dispute Resolution.** Consultant and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the parties from pursuing litigation in an appropriate State or Federal court.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.
22. **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions,

earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

23. **Notice.** Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:
City Auditor
City of Fargo
200 North Third Street
Fargo, North Dakota 58102

Consultant:
Jeremy McLaughlin, MBA, PE
Houston Engineering, Inc.
1401 21st Ave N
Fargo, ND 58102

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

ATTESTED BY:

CITY OF FARGO, NORTH DAKOTA:

By: _____

Title: _____

Date: _____

WITNESSED BY:

Consultant:
Houston Engineering, Inc.

Adam Walker

By: Jeremy McLaughlin

Title: VP

Date: 1/16/19

Exhibit A

Cost Proposal Form
PROJECT: BN-19-A3

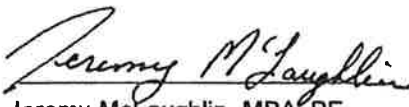
TYPE: Bridge Construction Engineering and Surveying Services

LOCATION: 52nd Avenue South from 45th Street South to west of 63rd Street South

Cost Proposals shall be based on a not to exceed lump sum amount and payment will be based on actual hourly rates. Attached is HEI's basic fee structure for staff included on this project.

Category	Lump Sum Fee
A. Total Cost for Bridge Construction Services March 1, 2019 to September 1, 2019	
Project Administration	\$31,528
Bridge Project Inspection	\$131,140
Bridge Project Surveying	\$41,030
Total Not to Exceed Proposal A	\$203,698
B. Total Cost Per Week (Add or Deduct) for Bridge Construction Services	
Project Administration	\$1,212.62
Bridge Project Inspection	\$5,044
Bridge Project Surveying	\$1,578
Total Not to Exceed Proposal B	\$7,835
C. Final Records and As-Built Submittal	
Proposal C	\$9,470
Total Not to Exceed Proposal A, B, and C	\$213,168

Consultant: Houston Engineering, Inc. certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any state or federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.



Approved: Jeremy McLaughlin, MBA, PE

Vice President

Title

January 11, 2019

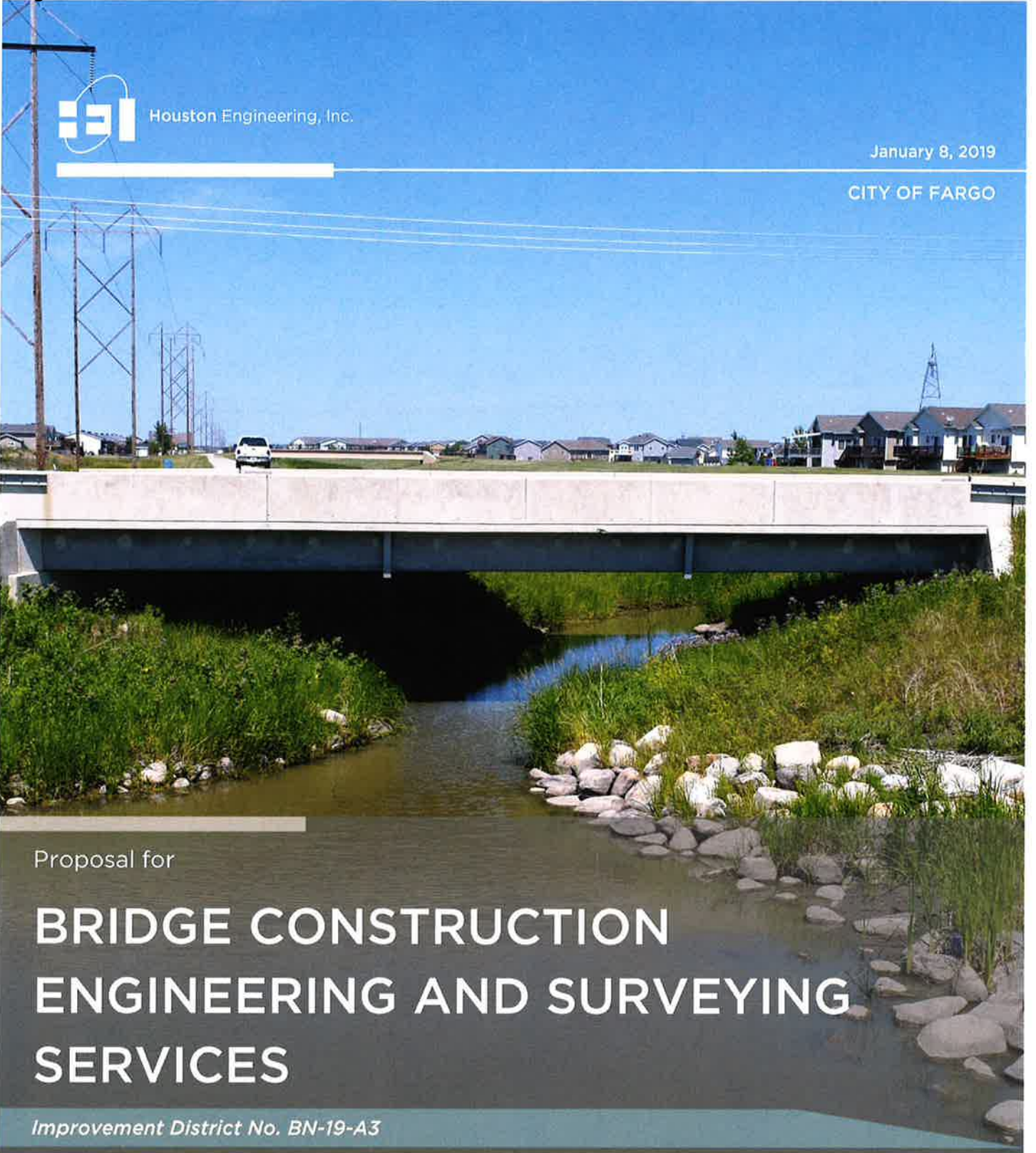
Date



Houston Engineering, Inc.

January 8, 2019

CITY OF FARGO



Proposal for

BRIDGE CONSTRUCTION ENGINEERING AND SURVEYING SERVICES

Improvement District No. BN-19-A3



Fargo Office

701.237.5065

701.237.5101

1401 21st Avenue North Fargo ND 58102

January 8, 2019

Office of the City Auditor
c/o City Hall
225 4th Street North
Fargo, ND 58102

Subject: From design to construction, assisting the City with the reconstruction of 52nd Avenue South

Dear Selection Committee:

Houston Engineering, Inc. (HEI) is eager to continue our working relationship with the City of Fargo on this exciting project. Our team began this work in 2017 with the initial corridor study, and we now have the opportunity to continue working together on the construction in 2019.

NDDOT Construction Engineering and Surveying Experience—HEI has been providing construction engineering and surveying to the NDDOT since 2004. Due to this experience, the Fargo district staff and HEI have a strong working relationship. Adam Walker, Project Manager, continues to serve as Project Manager for all of HEI's construction engineering projects for the NDDOT. His familiarity with both NDDOT and City of Fargo standards will help make this project run smoothly from start to finish.

Fargo Construction Knowledge—HEI recently worked with the NDDOT and the City on two construction engineering and surveying projects in Fargo. Adam's role as Construction Project Manager for these previous projects will transition seamlessly into this project. In addition, HEI designed and completed construction inspection for three of the four downstream bridges on Drain 27, meaning there isn't a firm that has more knowledge of these bridges along this Drain.

Project Familiarity—Our background will help create a smooth transition from design to construction. The City can expect experienced field staff who are fluent in NDDOT standards to make engineering decisions in the field and oversee the project daily. We have excess staff availability and can start on this project at any time. That same staff will be dedicated to this project through its completion.

Do not hesitate to contact Adam or Jeremy with any questions using the contact information listed below.

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink that reads 'Adam R. Walker'.

Adam R. Walker, PE
Project Manager
Direct: 701.499.2066
awalker@houstoneng.com

A handwritten signature in blue ink that reads 'Jeremy McLaughlin'.

Jeremy McLaughlin, MBA, PE, Vice President
Principal-in-Charge
Direct: 701.499.2065
jmclaughlin@houstoneng.com

CITY OF FARGO

Acknowledgment of Receipt of Addendum # 1

Project# BN-19-A3

We hereby acknowledge receipt of Addendum # 1

Signed: 

By Jeremy McLaughlin

Its Vice President

Company Houston Engineering Inc.

Date 12-26-18

1. Fax this form to Fargo Engineering at (701) 241-8101 to verify receipt of the faxed documents.
2. The legal requirements provide that this written Acknowledgment of Receipt of Addendum be included in the separate bid bond envelope attached to the outside of the bid proposal. **Failure to include the acknowledgment form in the bid bond envelope shall be considered a non-responsive bid and the bid proposal shall be returned unopened.**



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Improvement District No. BN-19-A3**

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1. INTRODUCTION

Firm Information



ADDRESS AND CONTACT INFORMATION

1401 21st Avenue North
 Fargo, ND 58102
 Phone: 701.237.5065
 Fax: 701.237.5101

YEAR ESTABLISHED

1968

OWNERSHIP

Subchapter S Corporation – 100% employee owned

Project Manager

ADAM WALKER, PE



Adam will coordinate all consultant project activities with the contractor, the City, and HEI for the bridge construction phase of the project. Adam's full resume can be found on **page 6**.

Adam's Career



Joined HEI
 in 2002

16 years of construction
 engineering experience

licensed
 drone pilot



Project Experience



Adam leads HEI's construction services division for the NDDOT

Adam's role as Construction Project Manager for the University Drive/I-94 ramp reconstruction project will seamlessly transition to this project

Construction Project Manager for the reconstruction of 10th Street in Fargo



HEI HAS AMPLE CAPACITY TO SEE THIS PROJECT THROUGH TO COMPLETION.

2. ADMINISTRATIVE QUESTIONS

Authorized Negotiator

JEREMY MCLAUGHLIN, MBA, PE,
 VICE PRESIDENT

1401 21st Avenue North
 Fargo, ND 58102

Direct: 701.499.2065

jmclaughlin@houstoneng.com

Workload Summary

Our team recently wrapped up construction engineering for both the University Drive/I-94 ramp revision project and the 10th Street reconstruction project in Fargo, making this a natural transition for all parties involved. We have assembled a team that has the experience, expertise, and dedication to meet the City's schedule for this project (see page 2). Below is a workload summary of key staff members.

Name	Project Role	% Available	% Needed for this Project
Adam Walker	Project Manager	75	20
Jeremy McLaughlin	Principal-in-Charge	40	5
Adam Kaye	Project Inspector	100	100
Wes Keller	Project Inspector	100	100
Jay Kulla	Survey Crew Chief	75	10
Jeremy Wurgler	Survey Crew Chief	75	10



3. SUMMARY OF TECHNICAL PROCESS

Existing Conditions

PREVIOUS KNOWLEDGE

HEI was responsible for the environmental document as well as preliminary and final design of nearly 2 miles of urban reconstruction of 52nd Avenue South. As part of this effort, HEI staff completed the designs for the two bridges across Drain 27. HEI has intimate working knowledge of the bridges and the engineering background associated with the bridges and the approach work. Having a background with the existing utilities (on and adjacent to the existing bridge), aesthetic requirements (form liners and railings), and coordination with the Watershed gives HEI a head start in understanding the issues that will be dealt with as part of the construction effort.

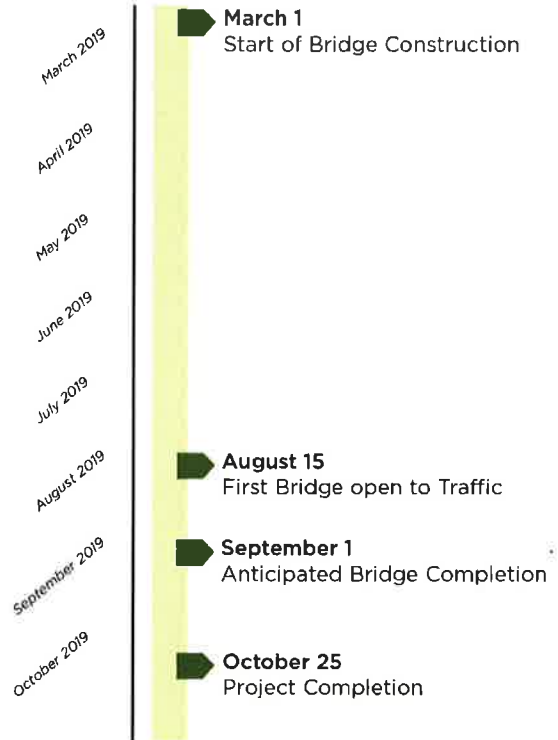
In addition, HEI designed and completed the construction inspection on three of the four downstream bridges on Drain 27, meaning there isn't a firm that has a more thorough knowledge of these bridges along this Drain. Jeremy McLaughlin has been involved in each of these projects, either as a designer or as a project manager.

Methodology

PROJECT ADMINISTRATION

As Project Manager, Adam Walker will coordinate all project activities between the City and HEI to ensure the project runs as smoothly as possible and the City is kept apprised throughout the entire project process. Walker has completed this similar role on many projects, both urban roadways and structures, most recently in 2018 for the University Drive/I-94 Project for the City of Fargo and the NDDOT. This project involved urban roadway reconstruction and the construction of a pedestrian box culvert under

one of the westbound interstate ramps. HEI was also involved with construction surveying for the 25th Street/I-94 reconstruction for the City of Fargo and the NDDOT. This project involved reconstruction of the roadway as well as significant bridge work over the Interstate. This project required direct interaction between the HEI design and surveying staff with the City of Fargo (Jeremy Enquist) and the NDDOT. Walker understands the process of working with and reporting directly to the City (as the overall Project Manager) while completing the bridge construction engineering tasks per the NDDOT requirements.



We anticipate a pre-construction meeting as well as weekly construction meetings as needed throughout the construction of the two bridges. All services will be provided in accordance with the current NDDOT

Standards for Construction Inspection, Surveying, and Record Keeping on Federal Aid Urban Roads projects as well as all current City of Fargo Engineering standards, procedures, and specifications. HEI fully understands that our role would be for the construction inspection of the two bridges only. The City would be responsible for the overall construction management of the 52nd Avenue project, and HEI would complete duties associated with the bridge construction and provide pertinent information directly to the City.



WES KELLER AND ADAM KAYE HAVE BOTH SERVED AS CONSTRUCTION INSPECTORS ON LOCAL PROJECTS

We anticipate significant coordination between the City and HEI throughout the construction process. Access to the site, coordination between the road and bridge, utility modifications, and construction schedule will be impacted by the prime contractor and the bridge contractor. The City staff, HEI design staff, and HEI construction staff will all need to communicate concurrently to ensure this project progresses smoothly from start to finish. **Having the design staff and the construction staff in the same office uniquely positions HEI to provide increased efficiency and cost savings to the City.**

CONSTRUCTION ENGINEERING

Construction Engineering Staff

Our construction engineering staff will be led by Adam Walker. He has more than 16 years of construction-related experience and has been the construction manager on several projects for the City of Fargo. Walker will be on site frequently and available for questions 100% of the time. He will oversee Adam Kaye or Wes Keller on site, both of whom have previously served as construction inspectors on local projects and are keenly familiar

with all standards needed to make this project run smoothly.

In the 2017 and 2018 construction seasons, Keller served as Construction Engineer in the two-phase construction of a 200-foot, three-span prestressed concrete beam bridge on a municipal street within Lake Park, Minnesota. Kaye will use his knowledge of the Drain 27 bridge structure, having served as part of the design team, to provide well-informed inspection during construction. We anticipate that either Keller or Kaye will be on site for the duration of the project, depending on their availability and the contractor's schedule. Both would be under the direction of Walker and be responsible for overseeing the day-to-day activities completed on site.

It is our intent that either Kaye or Keller will be identified at the beginning of the project and that individual would be assigned to the project throughout the project duration. In addition to Keller and Kaye, HEI has three other structural engineers on staff in Fargo that have significant construction engineering experience. These individuals are available to be on site within minutes should any significant construction issues arise. We don't anticipate the need for additional structural engineering services due to the experience of Walker, Wes, and Kaye; however, it is a helpful resource during the project.

There are five structural engineers at our Fargo office should additional structural engineering services be needed during this project.

Construction Engineering Approach

Due to our previous work along the 52nd Avenue South corridor, HEI has a clear understanding and knowledge of this project and can ensure efficiency and high-quality work. Similar past projects between HEI, the NDDOT, and the City have built a mutual trust between us, giving us the lines of communication and relationships needed to see this project through successfully. We anticipate that all communication will go through the City throughout the project.

It is very difficult to estimate how a contractor may approach construction of these two identical bridges. Using the same forms for construction will likely expedite construction; however, the contractor has the option to take the entire construction season if they choose. Because of that, we have estimated a 45-hour work week for the duration of the project. This means that one of our structural engineers would be on site for the duration of the project and Walker would be on site to check on progress periodically or as needed should issues arise. Walker will be responsible for the necessary paperwork and has been working with the NDDOT in construction engineering his entire career, making him well-versed in the requirements. Ultimate project responsibility falls to Walker, so he will be heavily vested in the project from start to finish.

HEI will use the following software for this project:

- AutoCAD Civil 3D (2019 version)
- NDDOT Construction Automated Records System (CARS) program

Our proposed survey staff have provided layout and surveying for bridge construction services for the NDDOT.

CONSTRUCTION SURVEYING

Construction Surveying Staff

HEI is committed to staffing this project to deliver a quality project for the City. Jeremy Wurgler and Jay Kulla each bring more than 25 years of survey experience, and one of them will serve as survey crew chief for this project (depending on availability). All our proposed survey staff have provided layout and surveying for bridge construction services for the NDDOT and fully understand the processes necessary to complete this project within the preferred timeline. It is our intention that the survey crew chief selected will be assigned to the project from start to finish, which ensures project familiarity and proper communication is maintained throughout the project. In addition, HEI will require all survey requests to be submitted directly to our field staff, which will then go through Walker to our survey staff.

This will ensure proper channels are followed to avoid miscommunication or missed deadlines.

Construction Surveying Approach

Our survey crews are very familiar with City of Fargo and NDDOT standards for layout and surveying for bridge construction. Wurgler and Kulla have completed construction surveying for structural projects during their entire careers and have likewise been staking for the NDDOT for more than 20 years. Our crews also understand the importance of staking things once on a bridge project. Setting a local benchmark that is out of the way of construction ensures that the elevations are available to the field staff to utilize while maintaining the accuracy that is so critical on bridges. HEI also enforces this mindset with the contractor once the stakes and/or benchmarks are set. If the contractor destroys stakes or benchmarks, they are responsible for paying to have them reset. This saves the client money but also ensures the contractor takes care when working on the project site and doesn't request stakes when they truly aren't needed.



OUR SURVEY CREW CHIEFS HAVE COMPLETED STAKING FOR THE NDDOT FOR MORE THAN 20 YEARS

PROJECT CLOSEOUT WITH THE CITY

The following will be provided to the City in accordance with NDDOT at the end of project construction:

- Final records
- Survey notes
- As-built plans (if different from design plans)

HEI takes pride in finishing projects accurately and in a timely manner and consistently submits final records before their required due dates.

4. PROJECT STAFF Organizational Chart



Key Staff Summary

The table below outlines responsibilities, job titles, and key City of Fargo projects for each lead.

Project Team Member	Years of Experience	Project Responsibilities	Recent Projects
Adam Walker	16	Overall project management and coordination	<ul style="list-style-type: none"> • University Drive Reconstruction and I-94 Ramp Revisions—Construction Project Manager • 10th Street Construction Engineering—Construction Project Manager
Jeremy McLaughlin	20	Oversight and senior leadership	<ul style="list-style-type: none"> • 52nd Avenue South Planning and Environmental Report—Project Manager • University Drive Reconstruction and I-94 Ramp Revisions—Project Manager and Public Input Lead
Wes Keller	5	Construction inspection	<ul style="list-style-type: none"> • 2nd Street (CSAH 7) Railroad Bridge Replacement, Lake Park, MN—Construction Engineer • BNSF Overhead Bridge, Hawley, MN—Field Engineer
Adam Kaye	2	Construction inspection	<ul style="list-style-type: none"> • 52nd Avenue South Planning and Environmental Report—Part of Drain 27 bridge design team • 2nd Street Lift Station—Project Inspector
Jeremy Wurgler	26	Construction survey	<ul style="list-style-type: none"> • University Drive Reconstruction and I-94 Ramp Revisions—Survey Crew Chief • Drain 27 Flood Protection, 42nd Avenue South to 25th Street South—Survey Crew Chief
Jay Kulla	38	Construction survey	<ul style="list-style-type: none"> • Drain 27 Flood Protection, 42nd Avenue South to 25th Street South—Survey Crew Chief • 10th Street Construction Engineering—Survey Crew Chief

Project Team Resumes

Resumes for all project personnel can be found on the following pages.

ADAM WALKER, PE

Project Manager



Education

BS in Civil Engineering, North Dakota State University

Registration

PE North Dakota—5845

Professional Experience

Houston Engineering, Inc.—2002-Present
Total Years of Experience—16 Years

Certifications and Training

Small Unmanned Aircraft Systems

North Dakota Department of Transportation
Certifications/Training

- Project Management Training
- Erosion and Sediment Control Training
- Traffic Control Supervisor Training
- Asphalt Pavement Inspection

Adam's more than 16 years of construction engineering, many assisting the NDDOT, will help ensure the City receives exceptional final products.

Adam Walker will serve as Project Manager and will be responsible for coordinating all of HEI's activities with the contractor, the City, and other interested parties on the bridge construction phase of this project. Adam has served a variety of clients as construction lead, construction engineer, and project manager for construction engineering services and has more than 15 years of experience working with cities in North Dakota. Adam knows the ins and outs of construction engineering and works hard to ensure the difficult aspects of a project do not fall by the wayside.

- **10th Street Construction Engineering, NDDOT, Fargo, ND.** HEI Construction Project Manager for the update and reconstruct the heavily used portion of 10th Street in Fargo. HEI and subconsultant Braun Intertec, Inc. were contracted to provide the inspection, survey, and testing as well as the tracking of quantities and entering of pay quantity entries into CARS. HEI's close proximity to the project site and past project history with the same corridor allowed for a seamless transition of work for this ongoing project.
- **University Drive Reconstruction and Interstate 94 Ramp Revisions and Pedestrian Improvements, NDDOT, Fargo, ND.** HEI Construction Project Manager on project involving 0.2 miles of reconstruction with pedestrian and access improvements. Pedestrian connectivity is a critical component of the project as multiple pedestrian fatalities have occurred within the project corridor. Public involvement and business coordination are also key aspects of this project's success, and HEI began working with business owners early in the project to help minimize impacts during construction. Construction was substantially completed in 2018 and will finish in 2019.
- **McLean CR 20 Bridge, McLean County, ND.** Design and Construction Engineer for the construction of McLean CR 20 Bridge. As the project progressed, HEI was elevated to a full-time construction management position to help ensure the bridge was constructed in compliance with AASHTO and NDDOT specifications.
- **ND Highway 13 Turn Lanes – Construction Engineering, NDDOT, East of Gwinner, ND.** Project Manager for construction engineering for the widening and addition of turn lanes on a busy North Dakota highway. This project consisted of widening the intersection to accommodate multiple turning movements and improving the intersection safety. Provided construction staking and calculated fill quantities from survey data of the borrow site. Other duties included project administration, weekly reports, quantity tracking, progressive estimates, change orders, testing, and other documentation.
- **CR 16/17 Realignment and Roundabout, Flood Diversion Authority, Cass County, ND.** Construction Project Manager for the construction of realignments of CR 16 and 17 to a junction approximately 0.50 miles north of the existing intersection. The realigned intersection will use a single-lane roundabout to control increased traffic volumes due to the consolidation of F-M Diversion crossings. As these roads carry significant volumes of traffic, including major farm-to-market routes, the inside truck apron width was increased to accommodate turning movements of larger agricultural equipment; while the outside driving lane width was maintained to regulate speeds of passenger vehicles. The new roundabout design includes grading, aggregate base, HMA paving, concrete paving, curb and gutter, signing, pavement marking, lighting, and incidentals. Construction started in 2017 but was suspended until the 2019 and 2020 construction seasons. Duties included overseeing construction, records, change orders, and pay items. ■

JEREMY MCLAUGHLIN, MBA, PE

Principal-in-Charge

**Education**

MBA, North Dakota State University
 BS in Civil Engineering, North Dakota State University

Registration

PE North Dakota—5845
 PE Minnesota—42256
 PE Montana—16630
 PE South Dakota—9472
 PE Wyoming—12971

Professional Experience

Houston Engineering, Inc.—2002-Present
 Total Years of Experience—16 Years

Jeremy served as Project Manager for the final design of 2 miles of 52nd Avenue South in Fargo from a rural to an urban corridor.

Jeremy McLaughlin is HEI's Transportation and Structures Service Sector Lead and is experienced in bridge, road, and infrastructure design. He has worked on a variety of projects as a project manager, principal-in-charge, project engineer, design engineer, and field engineer throughout Fargo.

- **52nd Avenue South Planning and Environmental Report, F-M Metro COG, Fargo, ND.** Project Manager. HEI is leading a multi-firm team to provide planning, a documented categorical exclusion (DCE), and design to convert 2 miles of 52nd Avenue South from a two-lane rural to four-lane concrete urban roadway. This included preliminary design for two new roundabouts, although the client chose in the end to proceed with turn signals instead. This project's final designs include the first R-cuts designed in the Fargo-Moorhead community. The project involved multiple funding sources for each phase of preliminary engineering, including F-M Metro COG, City of Fargo, and NDDOT Local Government.
- **40th, 42nd, and 45th Avenue South Bridge Replacements over CD 27, City of Fargo, ND.** Project Manager and Lead Designer for bridge replacements over County Drain (CD) 27 in Fargo to accommodate reconstructed arterials to serve south Fargo. Bridges included a pedestrian bike path on one side of the bridge and a walkway on the other. A bike path was also designed under the bridges to tie into a large path that parallels CD 27. The 40th Avenue bridge also used architectural concrete and bridge railings to help add aesthetics to this structure, which is located in a residential area. Form liners, stained and painted concrete, and decorative railings were all incorporated into the finished product.
- **Drain 27 Permanent Flood Protection – 40th Avenue South to Interstate 29, City of Fargo, ND.** Structural Project Manager in the creation of flood protection along Drain 27 in south Fargo. Earthen levees and a storm sewer lift station were constructed in the first phase. This flood protection is part of a series of projects stretching more than 2.5 miles.
- **Bike Trail Structure over the Sheyenne River (Osgood Bridge) Fargo/West Fargo, ND.** Project Manager for construction of a pedestrian bridge over the Sheyenne River linking Fargo to West Fargo, which included repairing and rehabilitating a steel truss bridge. A timber wear course, railing, repainting, and landscaping were all integral aspects of the rehabilitation project. Construction costs were in excess of \$450,000.
- **Bridge Replacement over Maple River, Durbin, Cass County, ND.** Project Manager for a hydraulic analysis and structure replacement over the Maple River. HEI designed a 215-foot, three-span bridge with 33-inch prestressed box beam girders. Included raising the northern approach to prevent overtopping during a 100-year flood event. Estimated cost: \$1.06 million.
- **University Drive Reconstruction and Interstate 94 Ramp Revisions and Pedestrian Improvements, NDDOT, Fargo, ND.** Project Manager and Public Input Lead on project involving 0.2 miles of reconstruction with pedestrian and access improvements. Pedestrian connectivity is a critical component of the project as multiple pedestrian fatalities have occurred within the project corridor. Public involvement and business coordination are also key aspects of this project's success, and HEI began working with business owners early in the project to help minimize impacts during construction. Construction is being phased to avoid impacts to a nearby elementary school during the school year. ■

WES KELLER, MENG, PE

Project Inspector



Education

MEng – Structures, University of North Dakota

BS in Civil Engineering, University of North Dakota

Registration

PE North Dakota—27400

Professional Experience

Houston Engineering, Inc.—2014-Present

Total Years of Experience—5 Years

Certifications and Training

- MnDOT Grading & Base
- MnDOT Aggregate Production
- ACI & MnDOT concrete Field I & II
- MnDOT Bridge Construction

Wes has served as Construction Engineer for numerous bridge construction and structural projects throughout North Dakota and Minnesota.

Wes Keller will be the on-site engineer under the direct supervision of Adam Walker. He has previous experience working as the field engineer for transportation and structural projects and is currently working as a structural design engineer at HEI's Fargo office.

- **2nd Street (CSAH 7) Railroad Bridge Replacement, Lake Park, Becker County, MN.** Assisted in the design and served as Construction Engineer in the two-phase construction of a 200-foot, three-span prestressed concrete beam bridge on a municipal street within Lake Park. The two-phase construction allowed for continued service of the existing bridge while constructing the proposed bridge in close proximity. The bridge spans two BNSF main tracks while providing for expansion of a future track. Strategic design efforts enabled improving existing conditions to meet minimum railroad clearance requirements, satisfying Minnesota Department of Transportation (MnDOT) minimum design standards, providing a multi-use trail lane, and providing aesthetic treatments to railing and lighting. This two-phase bridge construction began in the fall of 2017 and was substantially completed in the fall of 2018. Approximate Construction cost: \$2.8 million.
- **University Drive Reconstruction and I-94 Ramp Revisions and Pedestrian Improvements, NDDOT, Fargo, ND.** Design engineer for pedestrian box culvert for this project involving 0.2 miles of reconstruction with pedestrian and access improvements. Pedestrian connectivity was a critical component of the project as multiple pedestrian fatalities have occurred within the project corridor. Public involvement and business coordination were also key aspects of this project's success. Duties included layout and design of precast concrete box culvert as well as plan preparation, quantity and cost estimation, and construction coordination. Construction was phased to avoid impacts to a nearby elementary school during the school year. Approximate construction cost: \$4.9 million.
- **Grey Cloud Channel and Crossing, South Washington Watershed District, Washington County, MN.** Bridge Design Engineer for this 42-foot precast arch bridge. Developed conceptual and final structure design. Responsible for pile analysis, reinforced concrete foundation design, plan preparation, quantities and cost estimation, project specifications, construction plan submittal review, and construction observation—all performed in accordance with MnDOT standards.
- **Chatham Siding and Bridge 65.4, Noyes Subdivision, BNSF Railway, Hallock, MN.** Field Engineer for the construction of a 50-foot, two-span prestressed concrete beam bridge with riprap placed around the new structure. HEI designed a new 10,000-foot siding to help meet increasing traffic in the region. The bridge was constructed in tight quarters next to an existing bridge. Numerous culverts were installed or extended to accommodate drainage in the area. HEI completed this project under a tight schedule with minimal impacts to railway traffic.
- **BNSF Overhead Bridge MP 237.28 Bridge 14556, Twp. Rd. 220th Street, BNSF Railway, Hawley, MN.** Field Engineer for 226-foot, three-span prestressed concrete beam bridge replacement over BNSF railroad. Duties included QC/QA of plans, construction and material inspection, project management support, verifying quantities and estimates for payment, and thorough understanding of MnDOT Standard Specifications for Construction. ■

ADAM KAYE

Project Inspector



Education

BS in Civil Engineering, North Dakota State University

AS in Liberal Arts, North Dakota State College of Science

Professional Experience

Houston Engineering, Inc.—2018-Present

Total Years of Experience—2 Years

Adam will be on site for the day-to-day construction of the bridge structure over Drain 27.

Adam Kaye will be the on-site engineer under the direct supervision of Adam Walker. Adam serves clients as an Engineer I out of HEI's Fargo office. Adam specializes in structural design and is skilled in AutoCAD.

- **52nd Avenue South Planning and Environmental Report, F-M Metro COG, Fargo, ND.** Served as part of Drain 27 bridge design team. HEI is leading a multi-firm team to provide planning, a documented categorical exclusion (DCE), and design for the conversion of 2 miles of 52nd Avenue South from a two-lane rural to four-lane concrete urban roadway. This included preliminary design for two new roundabouts, although the client chose in the end to proceed with turn signals instead. This project's final designs include the first R-cuts designed in the Fargo-Moorhead community. The project involved multiple funding sources for each phase of preliminary engineering, including F-M Metro COG, City of Fargo, and NDDOT Local Government.
- **Drain 27 Permanent Flood Protection – 42nd Avenue South to 25th Street South, City of Fargo, ND.** Design Engineer in the creation of flood protection along Drain 27 in south Fargo. Earthen levees and a storm sewer gatewell were designed in the third phase. This flood protection is part of a series of projects stretching more than 2.5 miles.
- **2nd Street/Downtown Reconstruction Flood Management Project, Flood Diversion Board of Authority and City of Fargo, ND.** Project Inspector for the construction of a lift station, gatewell, ST7, and future floodwall. This project is part of an effort to reduce or eliminate FEMA residual floodplain created by the proposed line of protection (i.e., floodwall). In order to accommodate the preferred flood protection options, 2nd Street was realigned west of its original location.
- **Polk County Bridges over the Sand Hill River, Polk County Highway Department, MN.** Design Engineer. HEI was retained to lead civil engineering efforts for two reinforced concrete precast beam bridges. HEI will provide a hydraulic report/risk assessment, complete designs and plan development, and perform bridge load ratings for a new channel crossing at two separate sites over the Sand Hill River.
- **Mouse River Enhanced Flood Protection Project – Phase MI-1, 4th Avenue Northeast, Souris River Joint Board, Minot, ND.** Assisted with shop drawing review and helped resolve construction related issues. Project included the realignment of 4th Avenue to install a floodwall along the north side of the Mouse River from Broadway to 6th Street Northeast. Traffic control for the project consisted of multiple phases and detours to minimize traffic to the motoring public. As Broadway is the major north/south crossing of the Souris River in Minot, the intersection of 4th Avenue and Broadway was staged to be constructed in two phases to maintain traffic in each direction during construction. ADA-compliant pedestrian detour routes were also designed and identified in the plans to maintain pedestrian connectivity. Estimated Construction Cost: \$43.5 million.
- **Mouse River Enhanced Flood Protection Project – Phase MI-5, 4th Avenue Northeast Levee Extension, Minot, ND.** Design Engineer for the design of flood protection as part of the Mouse River Enhanced Flood Protection Project (MREFPP). Project included floodwall and roadway realignment alternatives to provide access and functionality during flood events. The preferred alternative realigns 4th Avenue North to the existing 5th Avenue North and 3rd Street Northeast at grade intersection to accommodate flood protection beneath the existing 3rd Street Northeast bridge. Estimated construction cost: \$2.1 million.

JEREMY WURGLER, PLS, CST

Survey Crew Chief



Registration

PLS North Dakota—6918

CST Level III, Construction—0307 2920

Professional Experience

Houston Engineering, Inc.—1992-Present

Total Years of Experience—26 Years

Jeremy has served as Survey Crew Chief for several bridge replacement projects in the Fargo area.

Jeremy Wurgler will serve as Survey Crew Chief for the City. Jeremy has been with HEI for more than 25 years and has been a crew chief for numerous legal, topographic, and aerial mapping control surveys and construction staking projects. He has experience operating both conventional total station survey equipment and the latest RTK GPS (real time kinematic global positioning system) survey equipment. Jeremy is a Professional Land Surveyor (PLS) in the State of North Dakota and has certification from the National Society of Professional Surveyors as a Level III Construction Survey Technician (CST).

- **Drain 27 Flood Protection – 42nd Avenue South to 25th Street South, City of Fargo, ND.** Survey Crew Chief for a series of flood protection projects stretching from 42nd Avenue South to 25th Street South. This stretch includes earthen levees, floodwalls, gatewells, and lift stations as well as public coordination.
- **University Drive Reconstruction and I-94 Ramp Revisions and Pedestrian Improvements, NDDOT, Fargo, ND.** Survey Crew Chief for 0.2 miles of reconstruction with pedestrian and access improvements. Pedestrian connectivity is a critical component of the project as multiple pedestrian fatalities have occurred within the project corridor. Public involvement and business coordination are also key aspects of this project's success, and HEI began working with business owners early in the project to help minimize impacts during construction. Construction was phased to avoid impacts to a nearby elementary school during the school year. Approximate construction cost: \$4.9 million.
- **CR 20 Bridge over Proposed Red River Diversion, F-M Flood Diversion Authority, Southwest of Harwood, ND.** Survey Crew Chief for precast prestressed girder bridge on a vertical curve over the proposed Red River Diversion. The bridge is approximately 540 feet long, which required the use of elastomeric bearings as well as expansion devices. Project designs included prestressed girder design, concrete and reinforcing steel design for deck, abutments, and piers as well as calculating quantities for the entire project. In addition, the project required proper traffic control for a detour around the project.
- **F-M Area Diversion Bridge Design, Cass County Roads 32 and 22, Cass County, ND.** Survey Crew Chief. HEI realigned 1.5 miles of CR 32 and constructed a 590-foot bridge utilizing 63-inch prestressed, precast concrete girder. HEI realigned .5 miles of CR 22 and constructed a 63-inch prestressed, precast concrete I-girder bridge 550 feet in length.
- **Bridge Removal and Reconstruction, BNSF Railway, Heimdal, ND.** Survey Crew Chief for the removal and reconstruction of a bridge and a roadway. HEI provided survey, wetland mitigation, design engineering, plans and specifications, bid documents, and construction management as well as met all NDDOT and BNSF standards. This project is the culmination of multiple feasibility studies and inspections of the project corridor that HEI has completed for BNSF over the past two decades. ■

JAY KULLA, CST

Survey Crew Chief



Registration

CST Level III—0307-2918

Professional Experience

Houston Engineering, Inc.—1985-Present

Total Years of Experience—38 Years

Jay has served as Survey Crew Chief for several bridge replacement projects in the Fargo area.

Jay Kulla will serve as Survey Crew Chief for the City. Jay is a survey crew chief in charge of directing survey crew efforts on construction staking, cross-section, topographic control, and legal boundary surveys. His more than 35 years of experience includes directing survey crews in bridge and construction surveys, preliminary surveys, boundary and legal surveys, topographic and hydrographic surveys, right-of-way, and alignments.

- **Drain 27 Flood Protection – 42nd Avenue South to 25th Street South, City of Fargo, ND.** Survey Crew Chief for a series of flood protection projects stretching from 42nd Avenue South to 25th Street South. This stretch includes earthen levees, floodwalls, gatewells, and lift stations as well as public coordination.
- **10th Street Construction Engineering, NDDOT, Fargo, ND.** Survey Crew Chief. The NDDOT needed to reconstruct the heavily used portion of 10th Street. HEI and subconsultant Braun Intertec, Inc. were contracted to provide the inspection, survey, and testing for the project along with the tracking of quantities and entering of pay quantity entries into CARS. HEI's close proximity to the project site and past project history with the same corridor allowed for a seamless transition of work for this ongoing project.
- **25th Street South Roadway Reconstruction and Bridge Widening, City of Fargo, ND.** Survey Crew Chief. Due to congested traffic flow, approximately 1 mile of 25th Street South was widened from a four-lane to a six-lane roadway. The bridge running over I-94 was also widened to more than 120 feet. HEI led the PCR and design for the roadway and bridge widening.
- **F-M Area Diversion Bridge Design, Cass County Roads 32 and 22, Cass County, ND.** Survey Crew Chief. HEI realigned 1.5 miles of CR 32 and constructed a 590-foot bridge, utilizing 63-inch prestressed, precast concrete girder. HEI realigned .5 miles of CR 22 and constructed a 63-inch prestressed, precast concrete I-girder bridge 550 feet in length.
- **2nd Street North Floodwall Construction Surveying, F-M Flood Diversion Authority and City of Fargo, Fargo, ND.** Survey Crew Chief. HEI provided construction surveying for the 2nd Street North Floodwall in downtown Fargo.
- **East Junction of ND 13 and ND Highway 32 – Turn Lanes, NDDOT, Gwinner, ND.** Preliminary Survey and Construction Survey Crew Chief for the safety project on ND 13 located 1 mile east of Gwinner. Elements of the project included environmental documentation, public involvement, wetland permit application, utility and FAA coordination, cost sharing agreement coordination with a private entity (CHS Inc.), and final design of turn lanes at the intersection of ND 13 and ND 32.
- **Interstate 29 Reconstruction, Southbound and Northbound, NDDOT, Sheyenne River to Argusville, ND.** Box Culvert Replacement at Cass Drain 13 near Argusville. Survey Crew Chief for Preliminary Survey on nearly 5 miles of I-29 for a PCC Reconstruction project. Responsible for surveying project control including OPUS primary points, surveying for project alignment and existing monumentation, hydraulic survey, topographic survey, utility, sign and culvert survey, and survey of areas of voids. ■

5. SIMILAR PROJECT EXPERIENCE

Experience with Similar Projects

Project Name	Client and Reference Contact	HEI's Project Role			
		NDDOT Construction Engineering Standards	NDDOT Survey Standards	Bridge Construction Engineering or Survey	More Information
Construction Engineering and Survey North Dakota	North Dakota Department of Transportation Bob Walton, PE 701.239.8900	X	X	X	See page 13
Bridge Design and Reconstruction Fargo, North Dakota	City of Fargo Jeremy Gorden, PE 701.241.1529			X	See page 15
45th Street Bridge at Rose Coulee Fargo, North Dakota	Cass County Highway Department Jason Benson, PE 701.298.2372			X	See page 16
Bridge Replacement 09-127-30.0 Cass County, North Dakota	Cass County Highway Department Tom Soucy 701.298.2374			X	See page 17
Bridge Replacement Durbin Township, North Dakota	Cass County Highway Department Jason Benson, PE 701.298.2372			X	See page 18
2nd Street (CSAH 7) Railroad Bridge Replacement Lake Park, Minnesota	Becker County Jim Olson, PE 218.847.4463			X	See page 19
McLean County Road 20 Bridge McLean County, North Dakota	Falkirk Mining Company Blake Colby 701.250.2606	X	X	X	See page 20
Drain 27 Flood Protection, 42nd Avenue South to 25th Street South Fargo, North Dakota	City of Fargo Jody Bertrand 701.241.1548			X	See page 21



2018 NDDOT Construction Engineering and Survey Projects
10th Street and University Drive/I-94 in Fargo



Drain 27 Bridge Experience

40th Avenue South Bridge at Rose Coulee

- 124 feet long x 92 feet wide
- Form liners, decorative railings, and painted structural components were used to provide a unique and aesthetically-appealing structure
- 2006 construction
- \$1.1 million

42nd Street Southwest Bridge at Rose Coulee

- 128 feet long by 84 feet wide
- Accommodates four lanes of traffic and includes separate sidewalks and bikeways
- 2000 construction
- \$560,000

45th Street South Bridge over Drain 27

- Bridge widening over Drain 27 to six lanes
- 2010 construction

CONSTRUCTION ENGINEERING AND SURVEY NORTH DAKOTA DEPARTMENT OF TRANSPORTATION



Background

Since 1999, Houston Engineering, Inc. (HEI) has been selected by the North Dakota Department of Transportation (NDDOT) to perform construction management on numerous projects throughout North Dakota. The work has included construction documentation, observation, surveying, and all contract administration.

The Projects

2018 Projects (construction cost: approximately \$12.1 million)

- NHU-8-081(039)924 and IM-8-094(090)351 – University Drive and I-94 Ramps
- NHU-CPU-8-081(38)92 – 10th Street
- NH-3-003(027)177 – ND 3 from JCT ND 19 to Rugby
- IM-5-094(120)087 – I-94 near Hebron interchange

2017 Projects (construction cost: approximately \$3.8 million)

- SS-8-018(085)106 – ND 18 thin lift overlay
- TRP-NH-5-200(030)102 – ND 200 mill & overlay

2016 Projects (construction cost: \$930,000)

- (HEI Proj. #3950-195) HEN-8-013(055)340 – Highway 13 Turn Lanes East of Gwinner

2015 Projects (construction cost: \$300,000)

- (HEI Proj. #3950-185) SS-9-999(306) – Mandan ADA curb ramp construction for 48 individual ramps at 10 intersections

2014 – HEI was not selected for any construction projects.

2013 Project (construction cost: approximately \$1.24 million)

- (HEI Proj. #3950-138) BRS-6-017(036)140 – Highway 17

sandblasting and painting structural steel and riprap over the Red River

2012 Projects (construction cost: approximately \$5.56 million):

- (HEI Proj. #3950-110) SER-2-011(033)056 – Highway 11 In-Slope Repair
- (HEI Proj. #3950-088 and 089) SS-2-011(030)045, SER-2-011(029)041 – Highway 11 Grade Raises and HBP
- (HEI Proj. #3950-090) SER-2-056(029)007 – Highway 56 Grade Raises and HBP

2011 Projects (construction cost: approximately \$1.54 million):

- (HEI Proj. #3950-102) SIM-6-029(094)152 – Preventive maintenance thin lift overlay for 15 interchanges along I-29
- (HEI Proj. #3950-097) S-BRI-6-029(082)130 – Structural painting at Thompson Interchange

» Location

Bismarck, Dickinson, Fargo, Grand Forks, Minot, and Valley City Districts

» Client

NDDOT

» Contact

Bob Walton, PE, Fargo District
701.239.8900

Ed Pavlish, PE, Grand Forks District
701.787.6500

Jim Redding, PE, Minot District
701.857.6925

John Thompson, PE, Valley City District
701.845.8800

» Client Benefits

- A consistent and trusted local firm, familiar with NDDOT standards and expectations.
- Access to local survey crews and field engineers throughout the State of North Dakota, providing responsive support using the most up-to-date technology.
- Reliable service and partnership for nearly 20 years.

CONSTRUCTION ENGINEERING AND SURVEY NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

- (HEI Proj. #3950-099) SIM-8-024(146)023 – Slope slide repair at Mooreton Interchange

2010 Projects (construction cost: approximately \$520,000):

- (HEI Proj. #3950-072) SIM-8-029(100)023 – Bridge deck overlay for Railroad Overpass at RP 23
- (HEI Proj. #3950-083) H-9-999(261) – Slope repairs at interchanges along I-29 and I-94

2009 Projects (construction cost: approximately \$1.9 million):

- (HEI Proj. #3950-051) SIM-8-094(058)350 – Drainage Improvements to 25th Street Interchange in Fargo.
- (HEI Proj. #3950-052-053) SIM-8-029(103)085 and SIM-8-029(111)066 – Bridge painting for I-29 overhead structures, Cass County
- (HEI Proj. #3950-054) SIM-8-094(060)314 – Deck replacement, pier repair, guardrail, and incidentals, Cass County
- (HEI Proj. #3950-055-057) PM-1-999(013) and H-1-095(O12)000 – District pavement marking and east Capitol parking lot

2008 Projects (construction cost: \$774,000):

- (HEI Proj. #3950-036) S-BRI-8-029(093)033 – Bridge deck overlay, replace existing guardrail, rail retrofit, and approach panels, northbound I-29, Richland County
- (HEI Proj. #3950-037) BRI-6-018(049)209 – Bridge deck overlay, milling, and bituminous surfacing, Pembina County

2007 Projects construction cost: \$879,000):

- (HEI Proj. #3950-021) AC-SIM-8-029(087)013 – Drainage improvements and incidentals, Richland County
- (HEI Projects #3950-023, #3950-024, and #3950-025) SIM-8-029(080)085, SIM-8-029(081)092, and SIM-8-029(084)104 – Bridge deck overlay, rail retrofit, guardrail and pavement markings, Cass and Traill counties
- (HEI Project #3950-026) BRS-8-011(013)141 – Bridge deck overlay, rail retrofit, guardrail, and pavement markings, Sargent County

2006 Projects construction cost: \$261,000):

- (HEI Proj. #3950-019) SS-8-027(018)001 – ND 27 structural replacement and incidentals for culvert replacement west of Lisbon
- (HEI Proj. #3950-020) SNH-8-013(038)366 – ND 13 mudjacking, milling, and asphalt surfacing for bridge approach slab repairs near Wyndmere

2005 Projects construction cost: \$1.8 million):

- (HEI Proj. #3950-015 and #3915-016) SS-8-018(047)025 and BRS-8-018(048)045 – ND 18 thin lift overlay, deck overlay, abutment repair, and approach guardrail
- (HEI Proj. #3950-013) HSP-8-999(014) – Bridge rail retrofit and guardrail, Cass, Dickey, LaMoure, and Traill counties

2004 Projects construction cost: \$1.3 million):

- (HEI Project #3950-011) SU-8-294(005)000 – Repair to existing viaduct, 12th Avenue North, Fargo. Expansion joints were replaced, beam ends and piers were sounded and repaired as needed, and electrochemical chloride extraction (ECE) was used on the piers to extend the design life of the structure. HEI also worked with the contractor and the NDDOT to utilize shotcrete, which improved quality and decreased the construction time required for beam and pier repairs. ■



BRIDGE DESIGN AND RECONSTRUCTION FARGO, NORTH DAKOTA



42nd Street Southwest Bridge

HEI was selected for project development, design, and construction engineering related to a new bridge over Rose Coulee. The new bridge is 128 feet long by 84 feet wide. It is a concrete structure supported by steel piling driven 80 feet deep. The bridge includes almost a mile of steel piling, 60 tons of reinforcing steel, and more than 760 cubic yards of concrete. The bridge accommodates four lanes of traffic and includes separate sidewalks and bikeways. The bridge was designed for the future addition of a raised median.

Construction Cost: \$560,000.

40th Avenue South Bridge

The new bridge is 124 feet long by 92 feet wide. It is a concrete structure supported by steel piling driven 80 feet deep. The bridge accommodates four

lanes of traffic and includes separate sidewalks and bikeways as well as an 18-foot-wide center median. The road was widened from a two-lane rural section to a four-lane urban section, with turn lanes and pedestrian walkways.

The City also requested additional architectural treatments for the bridge due to the proximity to residential areas as well as the pedestrian bike path that parallels CD 27 and crosses under the bridge. Form liners, decorative railings, and painted structural components were utilized to distinguish this bridge and provide a unique and aesthetically appealing structure.

Construction cost: \$1.1 million.

Osgood Bridge

The City utilized historic bridge funds allocated from the NDDOT to convert the 1920s-era overhead steel truss

bridge into a landmark pedestrian structure. The reconstructed bridge was 118 feet long and accommodated a 16-foot-wide pedestrian path. HEI worked with the cities of West Fargo and Fargo on bridge color, landscape plantings, and hydraulic concerns to ensure that the bridge would serve as a safe and appealing landmark structure for years to come.

Construction cost: \$500,000. ■



» Location

Fargo, North Dakota

» Client

City of Fargo

» Contact

Jeremy Gorden, PE
Division Engineer
701.241.1529

Brenda Derrig, PE
City Engineer
701.241.1549

» Client Benefits

- New, safe pedestrian and bike crossings.
- Accommodations for future growth.
- Use of aesthetically appealing designs to enhance the corridor.

(3915_010_023_030) 7-9-18

45TH STREET BRIDGE AT ROSE COULEE (COUNTY DRAIN 27) FARGO, CASS COUNTY, NORTH DAKOTA



Background

The original bridge built in 1954 was deteriorating. It was a 62' x 23' wood plank deck with steel stringers. In recent years, the bridge has been restricted to a maximum load of 11 tons. The bridge location is along 45th Street Southwest in a rapidly developing area near the Fargo city limits. Although the current roadway has only two traffic lanes, 45th Street Southwest is a dedicated future arterial that, when reconstructed, will need to accommodate four lanes of traffic.

The Project

Cass County retained Houston Engineering, Inc. (HEI) to design a replacement structure at this location. The new bridge is 116-feet long by 86-feet wide. It is a concrete structure supported by steel piling driven 80 feet deep. The bridge includes almost a mile of steel piling, 60 tons of reinforcing steel, and more than 760 cubic yards of concrete. The bridge accommodates four lanes of traffic and includes separate sidewalks and bikeways. The bridge was designed for the future addition of a raised median. There is also a bike lane under the bridge parallel to Rose Coulee. Swingen Construction Co. completed the construction in August of 1999.

Construction cost: \$550,000. ■

» Location

Fargo, North Dakota

» Client

Cass County Highway Department

» Contact

Jason Benson, PE
701.298.2372

» Client Benefits

- Restored vital link in rural transportation route.
- Improved channel alignment at bridge.

99 (1939-057) 12-15-14

BRIDGE REPLACEMENT 09-127-30.0 CASS COUNTY, NORTH DAKOTA



Background

The Cass County Highway Department needed to replace an existing timber bridge. The bridge began to deteriorate and required replacement to improve safety to the motoring public, many of whom use the structure as a significant farm-to-market route.

The County retained Houston Engineering, Inc. (HEI) to lead civil engineering efforts in the structure's replacement.

The Project

HEI evaluated two alternatives for this project at the request of the County: (1) to replace the structure with a new bridge, and (2) to construct a low-water crossing in place of a new bridge. The bridge alternative was ultimately advanced through the environmental document and constructed in 2017 due to site constraints as well as NDDOT and federal requirements.

The existing site constraints required special attention during design. At the eastern extent of the project, the roadway utilizes a horizontal curve and steep grades to cross the existing rail line. To accommodate these constraints, HEI realigned the existing roadway and raised the grade to improve the crossing and roadway sight distances. ■



» Location

Cass County, North Dakota

» Client

Cass County Highway Department

» Contact

Tom Soucy
701.298.2374

» Client Benefits

- Alternatives were evaluated between a new bridge or a low-water crossing to help the County determine the best path forward.
- New structure replaced existing and ageing timber bridge.

16 (6006_101) 1-7-19

BRIDGE REPLACEMENT DURBIN TOWNSHIP, NORTH DAKOTA



Background

The Cass County Highway Department retained Houston Engineering, Inc. (HEI) to complete preliminary and final bridge designs for a bridge replacement in Cass County, ND. The bridge, located on Buffalo Creek southwest of Mapleton, was substandard.

The Project

HEI completed preliminary and final bridge designs.

During construction, the roadway was closed and a detour was implemented.

HEI raised the northern approach to the 100-year floodplain so as to prevent overtopping of the roadway in all but the most extreme of flood events. This eliminated lengthy detours for residents due to repeated spring flooding.

The hydrologic and hydraulic studies were completed by HEI prior to the final structural design.

Additional services by HEI include:

- Topographic survey
- Right-of-way plats and limits
- 404-permitting assistance
- Wetland reporting
- Utility coordination
- Culvert concepts
- Erosion control



The bridge was constructed in 2015 and cost approximately \$1.06 million. ■

» Location

Durbin Township, North Dakota

» Client

Cass County Highway Department

» Contact

Jason Benson, PE
Cass County Engineer
701.298.2372

» Client Benefits

- Northern approach raised to 100-year floodplain.
- Road alignment was straightened.
- Eliminated detours due to spring floods.
- Reset USGS gage.
- Bridge was widened to meet current standards.

2ND STREET (CSAH 7) RAILROAD BRIDGE REPLACEMENT LAKE PARK, MINNESOTA



Background

The 2nd Street (CSAH 7) bridge crossing over the BNSF railroad in Lake Park, MN, has structural deficiencies, reduced load capacity, insufficient railroad clearances per BNSF standards, and poor vertical geometry along the roadway. Becker County retained Houston Engineering, Inc. (HEI) to complete an alternatives analysis, an environmental review, and final design and plans to proceed into construction.

The Project

As part of this project, HEI developed a project memorandum, preliminary and final design, and bridge and roadway construction plans and specifications. HEI also performed construction administration and observation.

Several design alternatives were developed with variations in vertical geometry, pedestrian crossing features, future rail line expansion

considerations, railroad clearances, and phased traffic maintenance considerations. The County chose to proceed with a 200-foot, three-span prestressed concrete beam bridge.

Maintenance of traffic during construction was a significant consideration when selecting the most appropriate bridge design. Detours and temporary at-grade crossings were not considered a feasible alternative based on excessive costs and/or poor serviceability. Therefore, phasing the bridge construction to maintain traffic through the construction limits was a major factor in structure type selection.

Strategic design efforts allowed for improvements to be made that met minimum railroad clearance requirements.

A preliminary opinion of probable cost was developed for the bridge design alternatives to assist in developing a cost/benefit comparison and as a

basis for alternative selection. HEI is helping the County coordinate project information with BNSF for design and funding purposes.

Construction was completed in 2018 for \$2.84 million. ■



» Location

Lake Park, Minnesota

» Client

Becker County

» Contact

Jim Olson, PE
Becker County Engineer
218.847.4463

» Client Benefits

- Provided a practical bridge design alternative that maximized budget and serviceability.
- Solicited and coordinated City of Lake Park project input.
- Provided improved roadway geometrics, desired railroad clearances, and adjacent site improvements.
- Provided bridge construction engineering throughout the entire construction.

MCLEAN COUNTY ROAD 20 BRIDGE MCLEAN COUNTY, NORTH DAKOTA



Background

The Falkirk Mining Company retained Houston Engineering, Inc. (HEI) to provide design and construction services for the CR 20 Grade Separation. The Falkirk Mine provides coal for the Coal Creek Station Power Plant operated by the Cooperative Power Association and utilizes heavy machinery that greatly interfered with traffic along CR 20.

The Project

The existing alignment for CR 20 crossed a mine haul road, resulting in the shutdown of the county road. Changes in mining operations had resulted in safety concerns due to multiple mine/county road traffic conflicts.

Detours for traffic along CR 20 resulted in delays for local residents and farm-to-market businesses. It was determined that an overpass structure

would allow CR 20 traffic to flow uninterrupted over mine activities. The final structure protects traffic from mine activities and allowed CR 20 to reopen to all traffic. Lighting was also added to the bridge to increase sight and safety.

A precast concrete mechanically stabilized earth (MSE) wall—the T-wall as developed by the Neel Company—was used to allow for the large amounts of embankment that was required to construct this overpass. Once constructed, the single-span bridge provided a clearance of 110 feet horizontally and 31 feet vertically. This easily accommodated head-to-head traffic for the mine's massive haul trucks. Swingen Construction completed the bridge in one construction season, allowing for CR 20 traffic to begin using the new roadway before winter.

HEI played an integral role in coordinating construction activities while Braun Intertec assisted with key geotechnical issues.

Construction was completed in 2013 at an approximate cost of \$1,600,000.



State Outstanding Design Award
ND Society of Professional Engineers



» Location

McLean County, North Dakota

» Client

Falkirk Mining Company

» Contact

Blake Colby
701.250.2606

» Client Benefits

- Enhanced safety for county residents by eliminating at-grade crossings with mine haul trucks.
- A 31-foot vertical clearing for massive mine machinery, creating a direct-haul route separated from CR 20 traffic.
- Construction completed in a single season, allowing CR 20 traffic to begin using the roadway before winter.

98 (6311_004) 1-7-19

DRAIN 27 FLOOD PROTECTION, 42ND AVENUE SOUTH TO 25TH STREET SOUTH FARGO, NORTH DAKOTA



Background

Drain 27 runs through the heart of south Fargo, past homes and businesses as well as under I-29 and other vital roadways. The drain provides necessary stormwater drainage for the area, but businesses and residents found themselves in harm's way during the historic Red River flood events.

The City of Fargo hired Houston Engineering, Inc. (HEI) to design flood protection for more than 2.5 miles of Drain 27 in segments that stretch from 42nd Avenue South to 25th Street South.

The Projects

Levees and Floodwalls

In addition to earthen levees, the project will create concrete floodwalls where deemed appropriate. These floodwalls—used by HEI in other flood protection projects throughout Fargo-Moorhead—will provide aesthetic elements that enhance the residential neighborhoods and blend in with commercial property in the industrial setting.

The levees and floodwalls will also serve their primary purpose of protecting residents and businesses when Drain 27 fills up during flood events as a result of backwater from the Red River.

Project Phasing

The first two phases of the reach east of I-29 are nearing completion, and planning for the third and final phase is ongoing.

Preliminary alternatives and the preferred plan for the phase west of I-29 have been selected. Right-of-way acquisition is underway to allow for construction to begin in the next construction season.

Public Coordination

HEI is working with the City to meet with residents and, where necessary, help coordinate the acquisition of properties needed for the flood protection.

Lift Stations and Gatewells

Two new gatewells have been designed and constructed as of the 2015 construction season. Future phases will include new lift stations and gatewells at several other locations along Drain 27. ■



» Location

Fargo, North Dakota

» Client

City of Fargo

» Contact

Jody Bertrand
City of Fargo Engineer
701.241.1548

» Client Benefits

- Aesthetic elements make floodwalls a welcome addition to neighborhoods even during non-flood periods.
- By using a single firm for three adjacent projects, the City helped ensure that the new segments of flood protection worked together efficiently and did not create new, unnecessary complications.

10 (6059_029_062_063) 1-7-19

6. REFERENCES

HEI has worked with various clients to meet their project needs. We urge you to contact our references to discuss similar projects we've completed for them.

1

Kevin Gorder
City of Fargo
200 3rd Street North
Fargo, ND 58102
701.241.1529
kgorder@fargond.gov

HEI Reference Projects:

1. Drain 27 Flood Protection (see page 21)
2. Bridge Design and Reconstruction (see page 15)



2

Bob Walton, PE
North Dakota Department of Transportation
503 38th Street South
Fargo, ND 58103
701.239.8900
bwalton@state.nd.us

HEI Reference Project:

1. Construction Engineering and Survey (see page 13)



3

Tom Soucy
Cass County Highway Department
1201 Main Avenue West
West Fargo, ND 58078
701.298.2370
soucyt@casscountynd.gov

HEI Reference Projects:

1. 45th Street Bridge at Rose Coulee (see page 16)
2. Bridge Replacement 09-127-30.0 (see page 17)
3. Bridge Replacement (see page 18)





2019 FEE SCHEDULE

The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

Category	2019 Rates
Engineer I	\$109
Engineer II	121
Engineer III	136
Project Engineer	152
Project Manager	165
Sr Project Manager	183
Scientist I	\$109
Scientist II	121
Scientist III	136
Project Mgr – Environmental	160
Sr Project Mgr – Environmental	183
Hydrogeologist I	\$109
Hydrogeologist II	121
Hydrogeologist III	136
Sr Hydrogeologist	171
Construction Engineer	\$126
Sr Construction Engineer	149
Land Surveyor I	\$110
Land Surveyor II	126
Land Surveyor III	137
Project Mgr – Land Surveying	149
Sr Project Manager – Land Surveying	165
Survey Crews:	
1-Person Crew (+ equipment)	\$132
2-Person Crew (+ equipment)	160
3-Person Crew (+ equipment)	200
4-Person Crew (+ equipment)	223
Landscape Architect	\$116
CAD Technician I	\$74
CAD Technician II	86
CAD Supervisor	97
Designer I	\$115
Designer II	123
Sr Designer	131
Engineering Specialist	139
Technician Intern (all areas)	\$74
Technician I	\$86
Technician II	97
Sr Technician	110

Category	2019 Rates
Right-of-Way Technician	\$99
Right-of-Way Specialist	165
GIS Analyst I	\$82
GIS Analyst II	95
GIS Analyst III	110
Sr GIS Analyst	126
Project Manager – GIS	136
Sr Project Manager – GIS	160
Software Engineer I	\$95
Software Engineer II	110
Software Engineer III	126
Sr Software Engineer	136
Computer Technician	\$131
Communications Specialist	\$74
Sr Communications Specialist	82
Administrative Assistant	\$69
Sr Administrative Assistant	74
Planner	\$120
Senior Planner	165
Legislative/Grant Specialist	\$155
Expert Witness	200
Drone Pilot	\$117
Drone Visual Observer	44

Chargeable Expenses	Rate
Subsistence	Actual Cost
Mileage-Vehicles:	
2-Wheel Drive	IRS Standard Rate
4-Wheel Drive	IRS Standard Rate + \$0.20/Mile
GPS Equipment	\$25/hour/unit
Robotic Total Station	\$40/hour
ATV/Snowmobile/Boat	\$15/hour
ATV with Tracks	\$30/hour
Hydrone RCV	\$50/hour
Small UAS	\$25/hour
Delivery, Postage, Printing	Actual Cost
Surveying Materials, Special Equipment, and other Materials required	Actual Cost
Subconsultants	Actual Cost + 10%

Preferred

HEI PROPOSAL
JANUARY 8, 2019

CITY OF FARGO – BN-19-A3
BRIDGE CONSTRUCTION ENGINEERING AND SURVEYING SERVICES

Cost Proposal Form

PROJECT: BN-19-A3

TYPE: Bridge Construction Engineering and Surveying Services

LOCATION: 52nd Avenue South from 45th Street South to west of 63rd Street South

Cost Proposals shall be based on a not to exceed lump sum amount and payment will be based on actual hourly rates. Attached is HEI's basic fee structure for staff included on this project.

Category	Lump Sum Fee
A. Total Cost for Bridge Construction Services March 1, 2019 to September 1, 2019	
Project Administration	\$31,528
Bridge Project Inspection	\$131,140
Bridge Project Surveying	\$41,030
Total Not to Exceed Proposal A	\$203,698
B. Total Cost Per Week (Add or Deduct) for Bridge Construction Services	
Project Administration	\$1,212.62
Bridge Project Inspection	\$5,044
Bridge Project Surveying	\$1,578
Total Not to Exceed Proposal B	\$7,835
C. Final Records and As-Built Submittal	
Proposal C	\$9,470
Total Not to Exceed Proposal A, B, and C	\$213,168

Consultant: Houston Engineering, Inc. certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any state or federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.


 Approved: Jeremy McLaughlin, MBA, PE

Vice President

 Title

January 11, 2019

 Date



Houston Engineering, Inc. • 1401 21st Avenue North • Fargo, ND 58102 • 701.237.5065

(21)

January 28, 2019

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

Dear Commissioners:

The City of Fargo Transit Department respectfully requests approval to award the Marketing RFP contract to Absolute Marketing and authorize the Transit Department to enter into and execute a contract.

Three proposals were received with all as responsive from the following vendors: Flint Marketing Group, Absolute Marketing and South & West Marketing.

Absolute was unanimously recommended as having the best proposal following the averaging of evaluation points from the three-person team reviewing proposals. The Evaluation Team consisted of the Assistant Transit Director, Transit Planner and the Transit Intern.

Summary of RFP (Marketing)		Totals (Average)		
Criteria	Points possible	Absolute	Flint	South & West
<i>Cost</i>	40	35.00	34.00	40.00
<i>Quality of proposed campaigns</i>	35	35.00	31.67	23.33
<i>Quality of past work</i>	25	25.00	25.00	15.00
Total	100	95.00	90.67	78.33

The requested motion is to approve awarding the contract to Absolute Marketing from the RFP issued December 10, 2018, and authorize the Transit Department to enter into and execute a contract following the Legal Department's review.

Sincerely,



Matthew G. Peterson
 Assistant Transit Director
 City of Fargo

22

January 28, 2019

Board of City Commissioners
City Hall - 200 N 3rd Street
Fargo, ND 58102

Dear Commissioners:

The MATBUS Facility Study has been completed by KIJ, Inc. The MATBUS Transit Facility Study was developed to address several short, medium, and long-range facility-related issues facing MATBUS. The study evaluated four primary points of need related to MATBUS facilities: the Metro Transit Garage, the Ground Transportation Center, West Acres and the Marriott (Moorhead only).

At the November 2018 MAT Coordinating Board meeting, the study was received following a presentation by KIJ, Inc. with the understanding any future activities generated as a result of the study would need to be approved by the Fargo City Commission and be funded within the appropriate Transit budget.

The Executive Summary from the MATBUS Facility Study is attached.

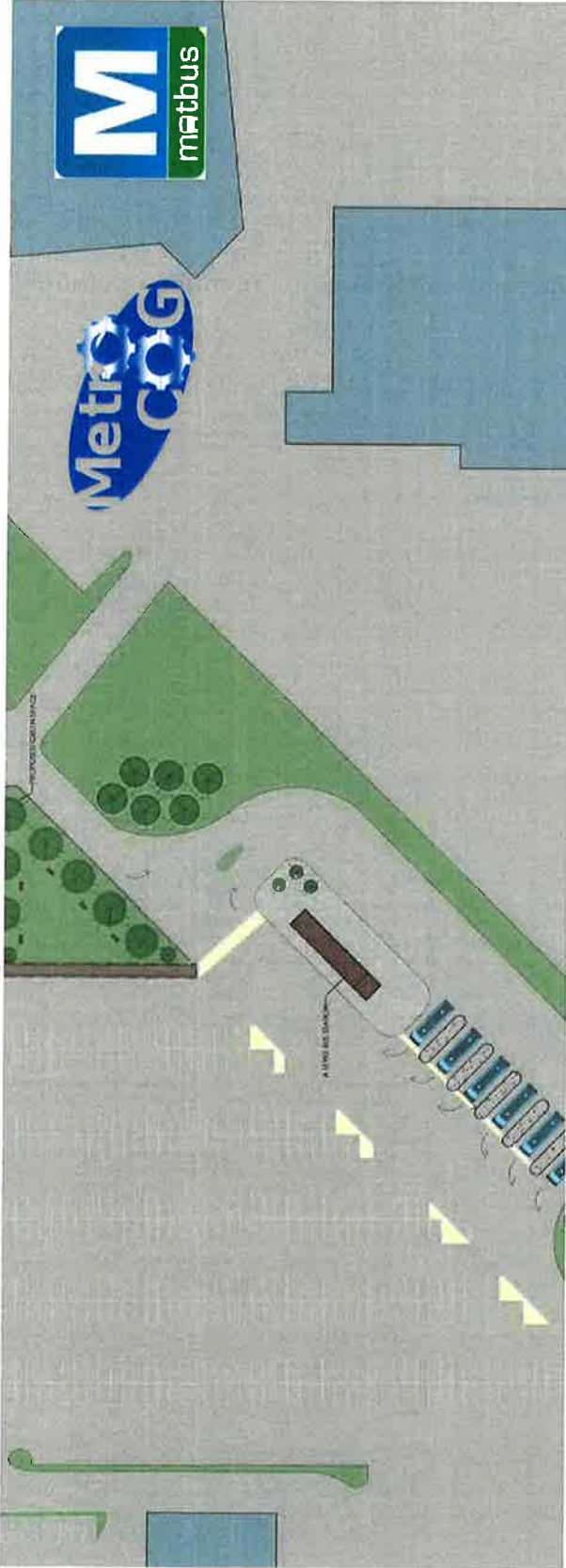
The requested motion: The City of Fargo receive the MATBUS Facility Study and denote any future activities generated as a result of the study be approved by the Fargo City Commission and be funded within the Transit budget.

Sincerely,



Julie Bommelman
Transit Director
City of Fargo

/attachment



MATBUS TRANSIT FACILITY STUDY

December 17, 2018

MATBUS TRANSIT FACILITY STUDY

The preparation of this document was funded in part by the United States Department of Transportation with funding administered through the North Dakota Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration. Additional funding was provided by the Minnesota Department of Transportation and through local contributions from the governments of Fargo, West Fargo, Horace, and Cass County in North Dakota; and Moorhead, Dilworth, and Clay County in Minnesota. The United States Government and the States of North Dakota and Minnesota assume no liability for the contents or use thereof.

This document does not constitute a standard, specification, or regulation. The United States Government, the States of North Dakota and Minnesota, and the Fargo-Moorhead Metropolitan Council of Governments do not endorse products or manufacturers. Trade or manufacturers' names may appear herein only because they are considered essential to the objective of this document.

The contents of this document reflect the views of the authors, who are responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the policies of the state and federal Departments of Transportation.



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EXECUTIVE SUMMARY

INTRODUCTION

The MATBUS Transit Facility Study was developed to address several short, medium, and long-range facility-related issues facing MATBUS. The study evaluated four primary points of need related to MATBUS facilities.

1 Metro Transit Garage – Based on projected overcrowding at the Metro Transit Garage (MTG), a 20-year investment plan was developed to provide expansion options to meet existing storage and maintenance needs for the MATBUS fleet. Analysis also identified options to accommodate space for existing and projected administrative staffing needs. Changes at the MTG were coordinated closely with administrative changes at the Ground Transportation Center (GTC) to maximize existing space and potentially forestall costly expansion or renovations to administrative offices at the MTG. A final strategy for the MTG includes both a short to medium-term implementation strategy to address immediate storage and maintenance needs, and a longer-range program to meet needs through a 20-year planning horizon.

2 West Acres Transit Hub – Based in close consultation with West Acres management and in review of existing and projected conditions, a series of options were evaluated to accommodate an expanded facility for the West Acres Transit hub. A series of on-site and off-site options were developed. Three primary options were refined and finalized for a future West Acres Transit hub. All options remain on West Acres property, but are dislocated from direct attachment to the mall itself. Significant consideration was developed to assure seamless mobility between a new future hub and a public entrance to the mall.

3 Ground Transportation Center – As a nearly 40-year old facility, an evaluation of both short and long-term needs and options at the GTC were developed to meet a series of needs identified by MATBUS to improve operations of the GTC. In coordination with analysis developed at the MTG, a renovation strategy was employed at the GTC to accommodate various transit functions currently housed at the MTG. This coordination provides for better utilization of the GTC, improved operations, and maximizes existing spaces and facilities at the MTG.

4 Stop Level & Minor Hub Needs – Based on an evaluation of existing boarding and ridership patterns, a series of infrastructure investment priorities were developed for existing stops on the MATBUS system. Stop levels were developed based on four tiers of utility, expense, and size. Stop levels are designated as level A, B, C, and D. Both general and context-specific improvements were identified for series of existing and future Level B and C system hubs.

Each area of the facility analysis was developed through an evaluation of both existing and projected needs. Consultation also occurred with the public, ridership, other key municipal departments (e.g., public works), and key system stakeholders. Chapter 2 of this report summarizes key background data and analysis to support development of the study.

Each subsequent chapter of this report outlines the analysis and recommendations



METRO TRANSIT GARAGE

Background

The Metro Transit Garage (MTG) was built in 2006 and provides storage and maintenance functions for MATBUS. Currently the MTG provides for nearly 37,000 square feet of bus storage and nearly 12,000 square feet of fleet services (maintenance-related) space. The MTG is also the central administrative hub for MATBUS, providing for nearly 5,500 square feet of space for MATBUS staff including related space for MATBUS contractor operations.

While only slightly more than 10 years old, the MTG is projected to run out of space in almost all functional areas by the year 2022. As shown in Table 16, by 2022, fleet services are projected to be nearly 50% over capacity. Other elements are projected to be 13 to 15% over capacity.

With these projections in mind, a series of options were developed to assist with giving MATBUS an understanding of generalized options to address projected space needs at the MTG. The development of options was based on a series of detailed working meetings with MATBUS staff, which provided the planning team insight into details of space planning and programming needs. Considerations for staffing needs and space availability across facilities and functional areas was considered.



MTG – Proposed Aerial Looking NE

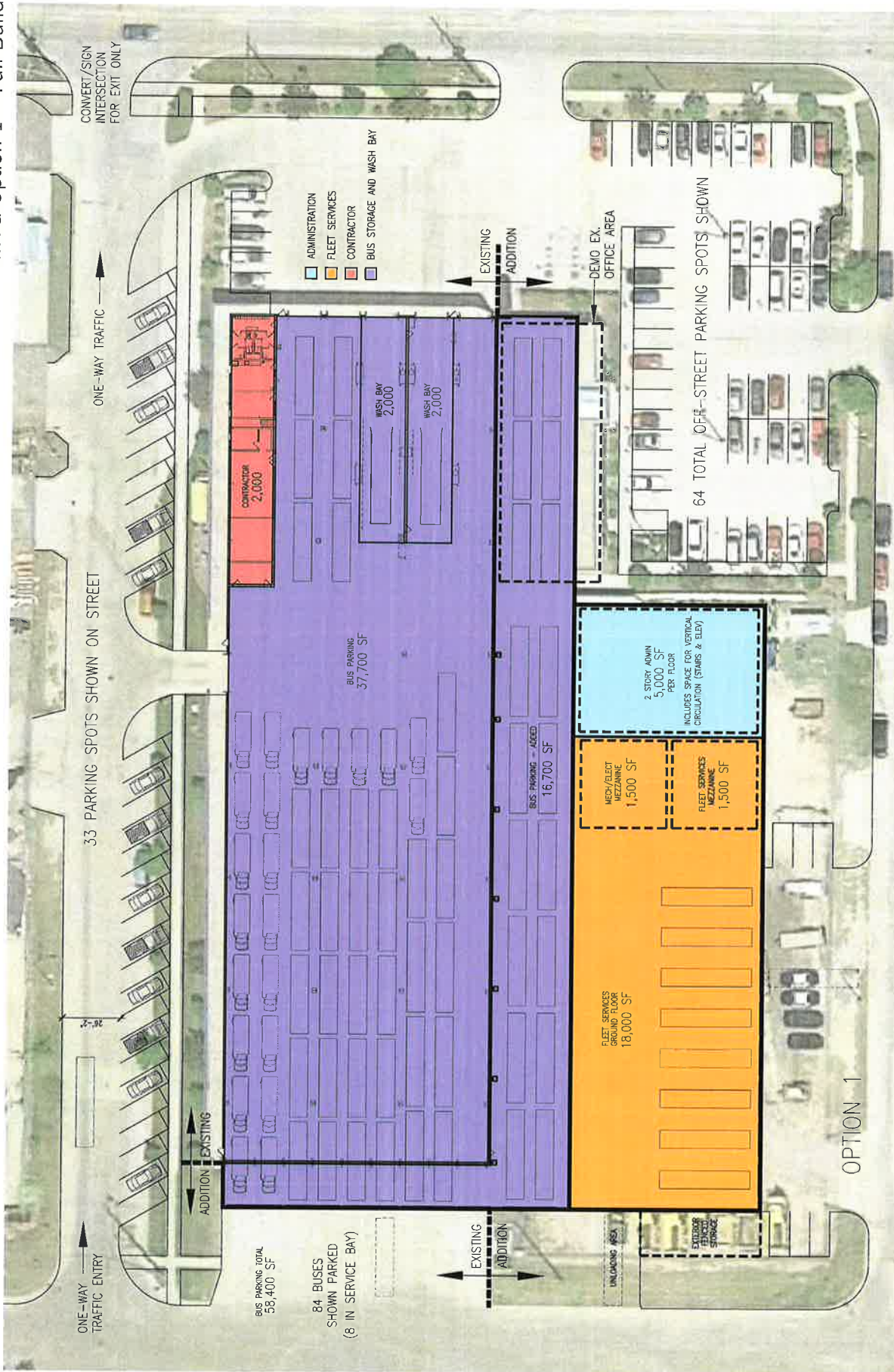


MTG – Proposed NW Corridor



MTG – Existing Aerial Looking SW

MTG Option 1 - Full Build



* Storm Water retention provided under surface parking.

Option 1

This option focuses on maximizing capacity in all five program areas while keeping as much of the existing operations on-site. This is accomplished by demolishing the existing office area to allow for additional drive-thru vehicle storage and a second wash bay. The existing maintenance area would be converted into additional vehicle storage and contractor space. The southeast corner of the lot would be fully developed and would include fleet services and a two-story administrative area. This option also provides an addition to the south end of the building to accommodate larger exit doors.

To alleviate issues with parking, the new fleet services and administrative addition are moved to the south of the lot to allow the existing lot to be reconfigured. Additional parking spaces are also acquired adjacent to fleet services and when 24th Street is converted to diagonal, on-street parking. Summary of Option 1 is as follows:

Table i: Refined Option 1

Option	Description	Cost	Percentage of Projected Program Needs Met			
			Admin.	Fleet Services	Fleet Storage + Wash	Off-Street Parking
1	Expand MTG (Admin Demo)	\$11,500,000	100%	100%	112%	88%

MTG Implementation Strategy

Since fleet services is the most pressing need for expansion at the MTG, two phasing plans were explored for expansion of the MTG. This first option looked to add fleet services in 2022 and then do a full building expansion in 2037. The second option adds fleet services in 2027 and then completes the full MTG expansion in 2037. Table ii shows the utilization factor by functional area for each of those two-phasing plans. The option of building the fleet services component of Option 1 in 2022 and renovating current fleet service to bus storage appears to most adequately meet mid to long range needs of MATBUS at the MTG.

Table ii: Space Utilization by Functional Area at the MTG (Two-Phasing Plans)

Metro Transit Garage – Phased Implementation: Add Fleet Services 2022 and Full Expansion 2037

Base	2022		2027		2037	
	%Utilized	2022	%Utilized	2027	%Utilized	2037
Administration	100%	4,635	84%	8,755	159%	8,755
Contractor	100%	1,610	81%	1,820	91%	2,242
Fleet Services	100%	17,000	89%	17,740	93%	19,220
Storage + Wash	100%	41,963	101%	45,323	109%	52,163
Parking	100%	59	82%	97	93%	97

Metro Transit Garage – Phased Implementation: Add Fleet Services 2027 and Full Expansion 2037

Base	2022		2027		2037	
	%Utilized	2022	%Utilized	2027	%Utilized	2037
Administration	100%	4,635	113%	8,755	159%	8,755
Contractor	100%	1,610	115%	1,820	91%	2,242
Fleet Services	100%	17,000	143%	17,740	93%	19,220
Storage + Wash	100%	41,963	101%	45,323	109%	52,163
Parking	100%	59	136%	97	93%	97

WEST ACRES TRANSIT HUB

Background

The current West Acres Transit hub was built in November 2003 at a total cost of approximately \$144,521. The current location replaced the original transfer location that was located on the north front entrance to the mall. Prior to renovations to the north main entrance to the mall, West Acres management had requested MATBUS relocate its transfer area to the south end of the mall.

Given changes to the mall currently in process or planned for the near future, West Acres management has again requested MATBUS consider a relocation of its current transit hub. Additionally, MATBUS itself has continued to struggle with various operational issues related to the current location of the West Acres Transit hub.

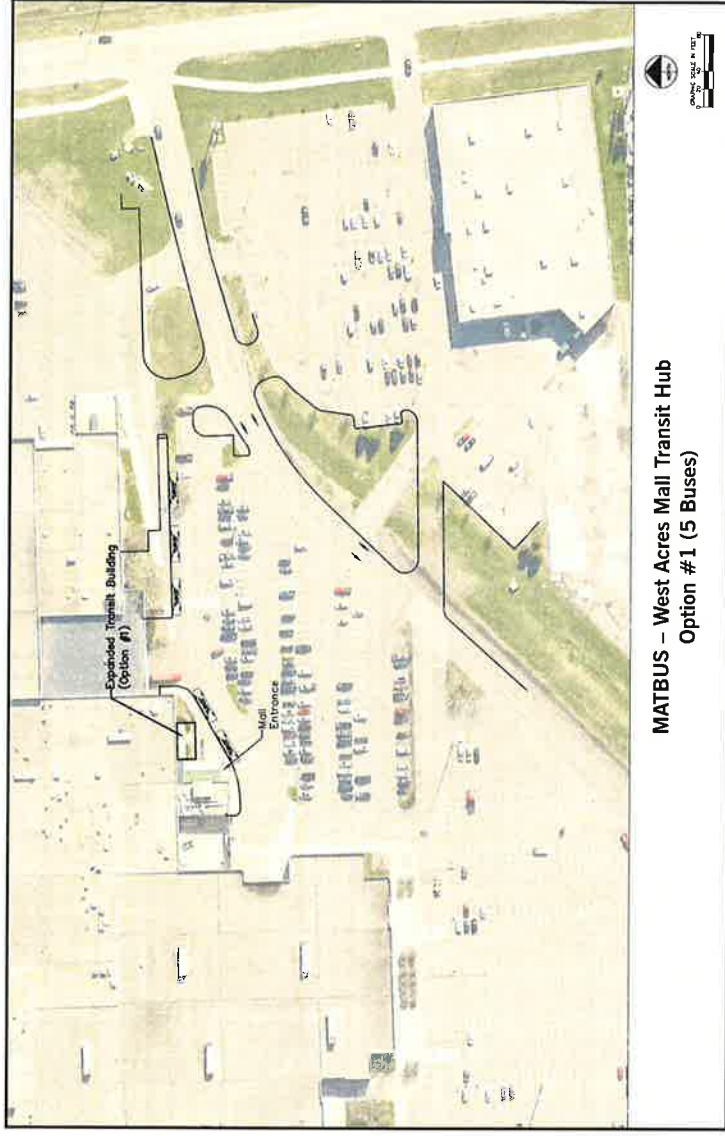
No timetable was given by West Acres as to when it wishes for MATBUS to relocate its current transit hub. However, MATBUS started to prepare a financial strategy for programming federal funds to assist with cost of developing a preplacement for the current West Acres Transit hub.

West Acres is currently served by Route 14, 15, 16, 20, and 24, which represented 5 of 11 existing non-NDSU based fixed routes. It is estimated that around 140,000 passengers pass through the West Acres transit hub annually. Of that total, between 68,000 and 73,000 MATBUS passengers access West Acres itself. In total, the West Acres Transit hub accounts for nearly 7% of all Fargo based MATBUS boardings.

On-Site Locations

Based on three meetings with the West Acres management and a series of internal working meetings with MATBUS and Metro COG, a set of options were developed and evaluated for the West Acres Transit Hub. The following options were initially developed for consideration:

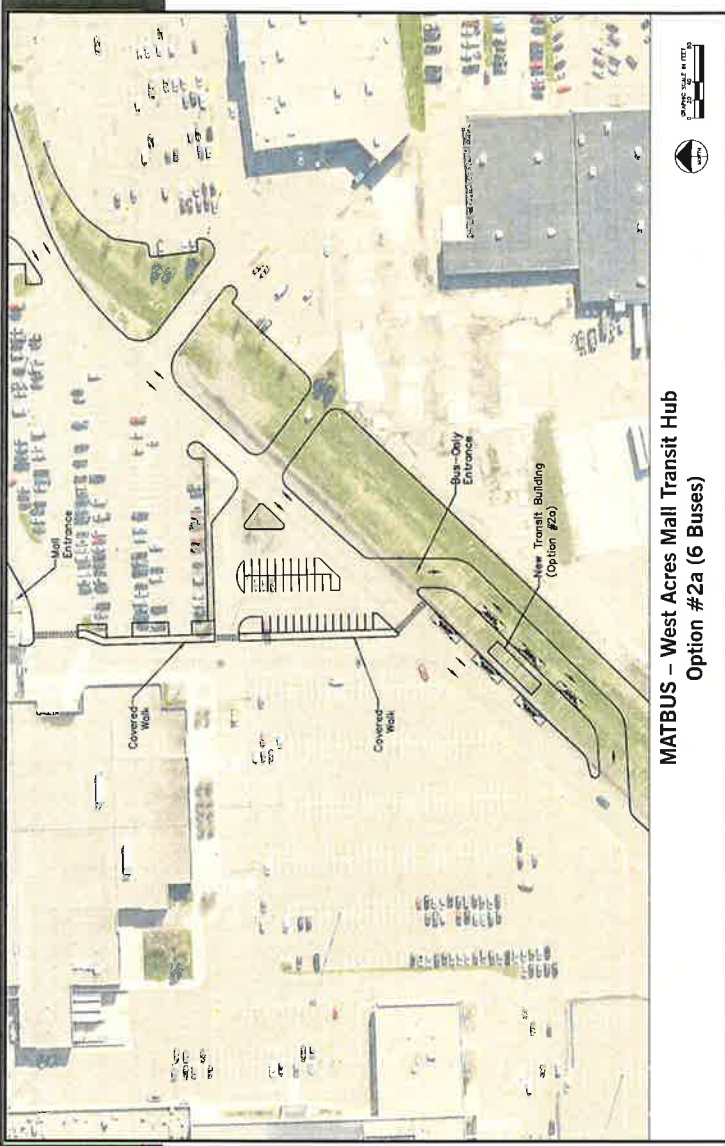
- » **Do Nothing** – Would essentially maintain the existing transfer at the West Acres southeast entrance. Beyond the immediate short-term, this is not considered a viable option for either West Acres management or MATBUS.
- » **Option 1** – Option 1 is really an enhanced/expanded existing condition. Option 1 would add additional on-street bus capacity along the island just south of the new Best Buy location. Option 1 would provide additional passenger waiting area to the existing transit hub. Based on concerns expressed both by West Acres management and MATBUS, this option does not address concerns raised regarding the current location.



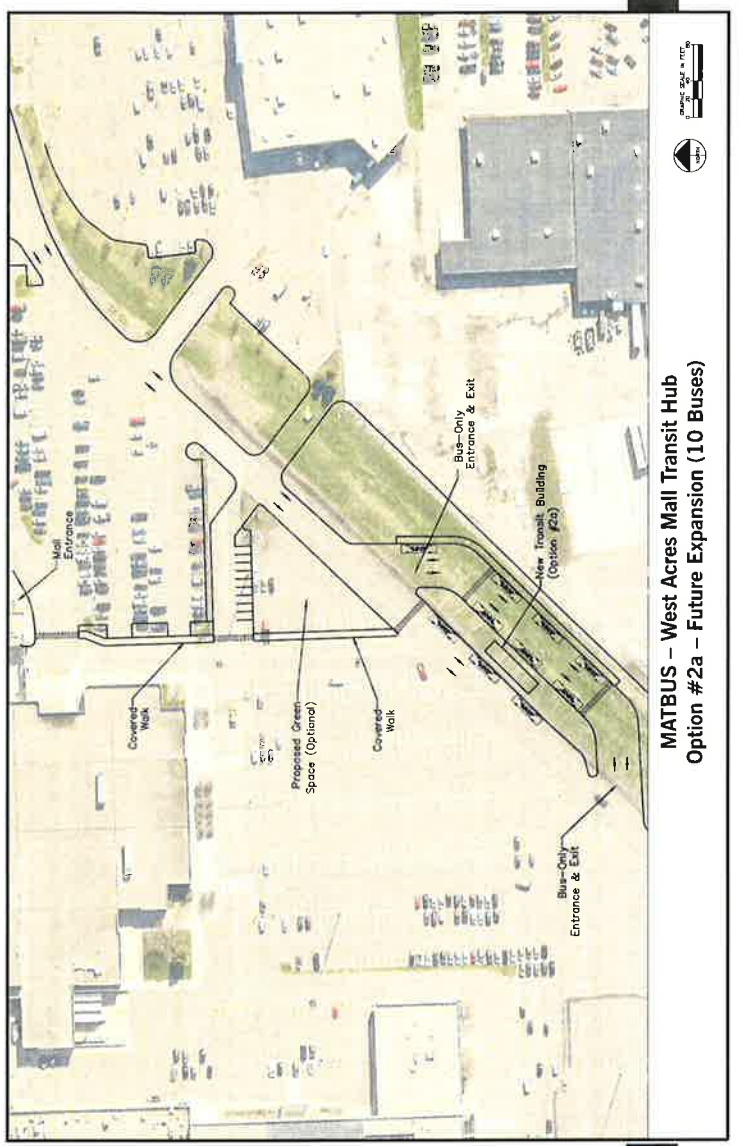
MATBUS – West Acres Mall Transit Hub
Option #1 (5 Buses)

» **Option 2a/2c** – Option 2a/2c develops a new transit hub within the green space on the southeast side of the West Acres property. This green space is former rail right-of-way now owned by West Acres. This property also abuts property currently owned by West Acres. This general location includes consideration of Option 2a/2c, which are generally variations of another. Accommodations for both options account for both a 6-bus and 10-bus option.

» **Option 2b** – Option 2b developed a new transit hub within the parking areas south of the southeast mall entrance, straight south of the current transit hub at West Acres. **Based on significant impacts to property owner-tenant agreements, this option was dismissed prior to developing detailed analysis.**



**MATBUS – West Acres Mall Transit Hub
Option #2a (6 Buses)**



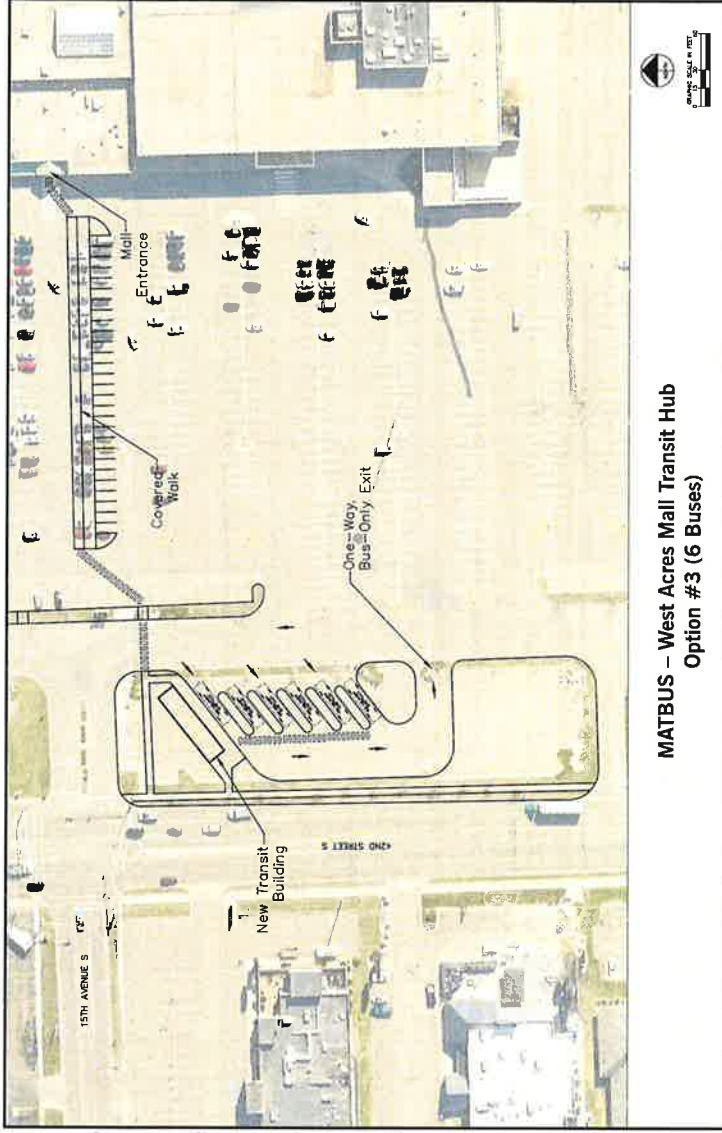
**MATBUS – West Acres Mall Transit Hub
Option #2a – Future Expansion (10 Buses)**

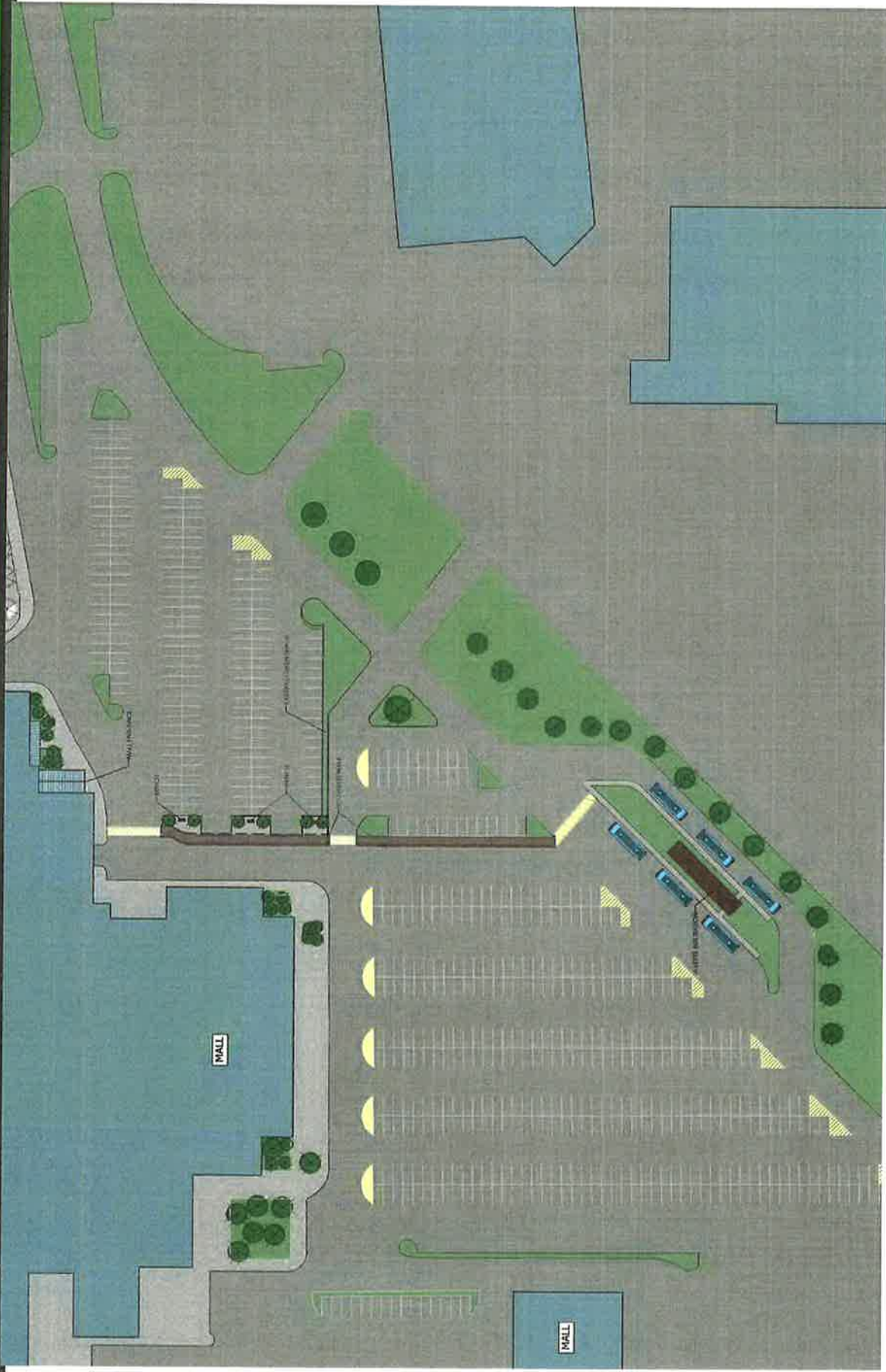
» **Option 3** – Option 3 develops a new transit hub south of 15th Avenue on the east side of 42nd Street. Option 3 would convert a remote parking lot on the southwest edge of the West Acres Mall to a transit hub. Accommodations in Option 3 account for both a 6-bus and 10-bus options.

» **Option 4** – Option 4 looked at a new transit hub north of 15th Avenue on the east side of 42nd Street, using a remote parking lot on the west edge of the West Acres mall. *This option was dismissed based on operational concerns by MATBUS and uncertainty of West Acres Management regarding the future of the former Herberger's site.*

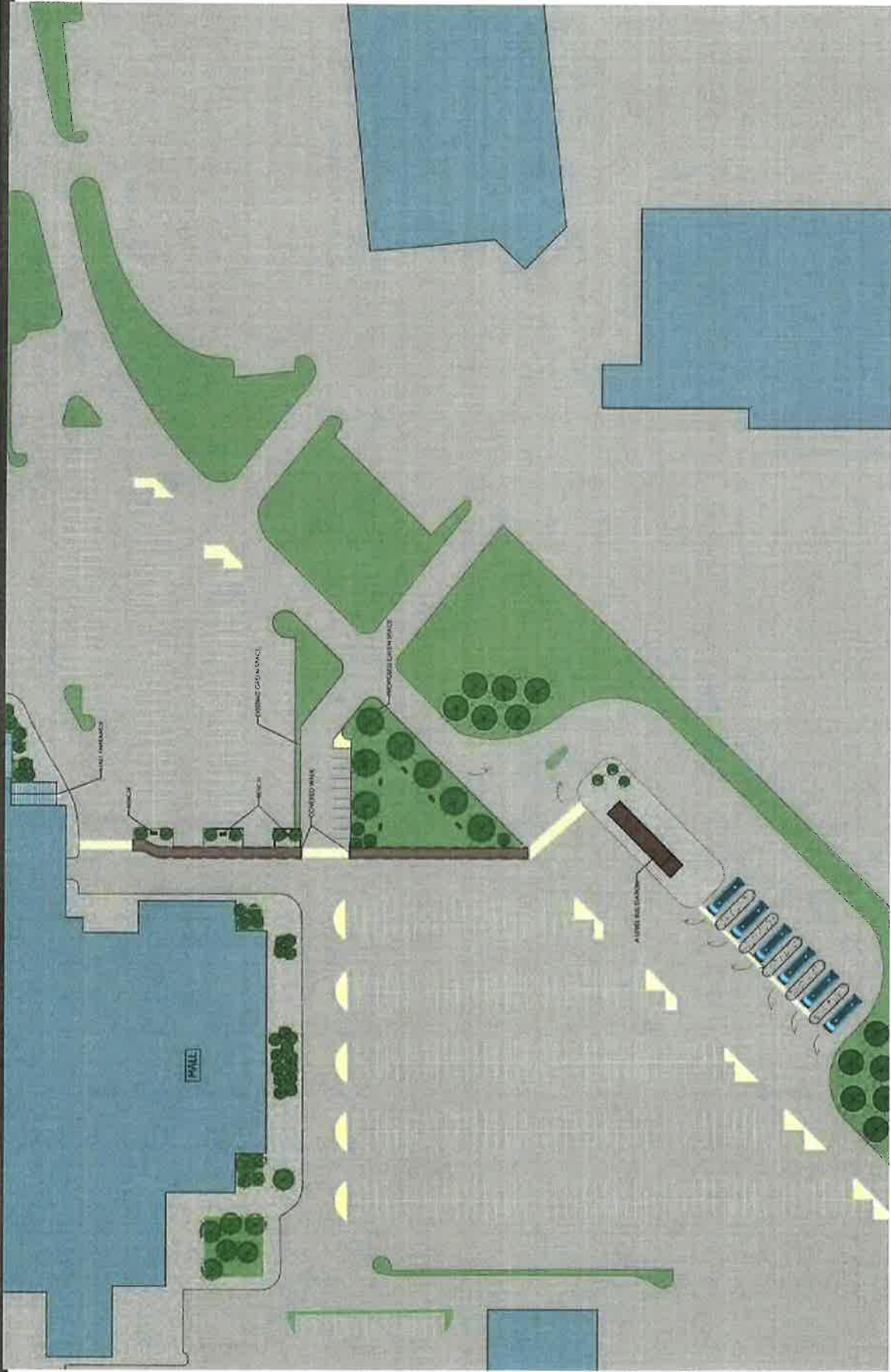
» **Option 5** – Develop a new transit hub on the north end of the West Acres property, south of 13th Avenue, but north of the current mall access road. This option would modify and use the existing overflow parking areas north of the mall. Accommodations in Option 5 account for an 8-bus layout. This option was considered the least favorable of those remaining options by both West Acres management and MATBUS. This site was not considered feasible based on projected traffic congestion issues on the north end of the mall and 13th Avenue.

Concept sketches of on-site West Acres Hub options are shown in the following graphics.

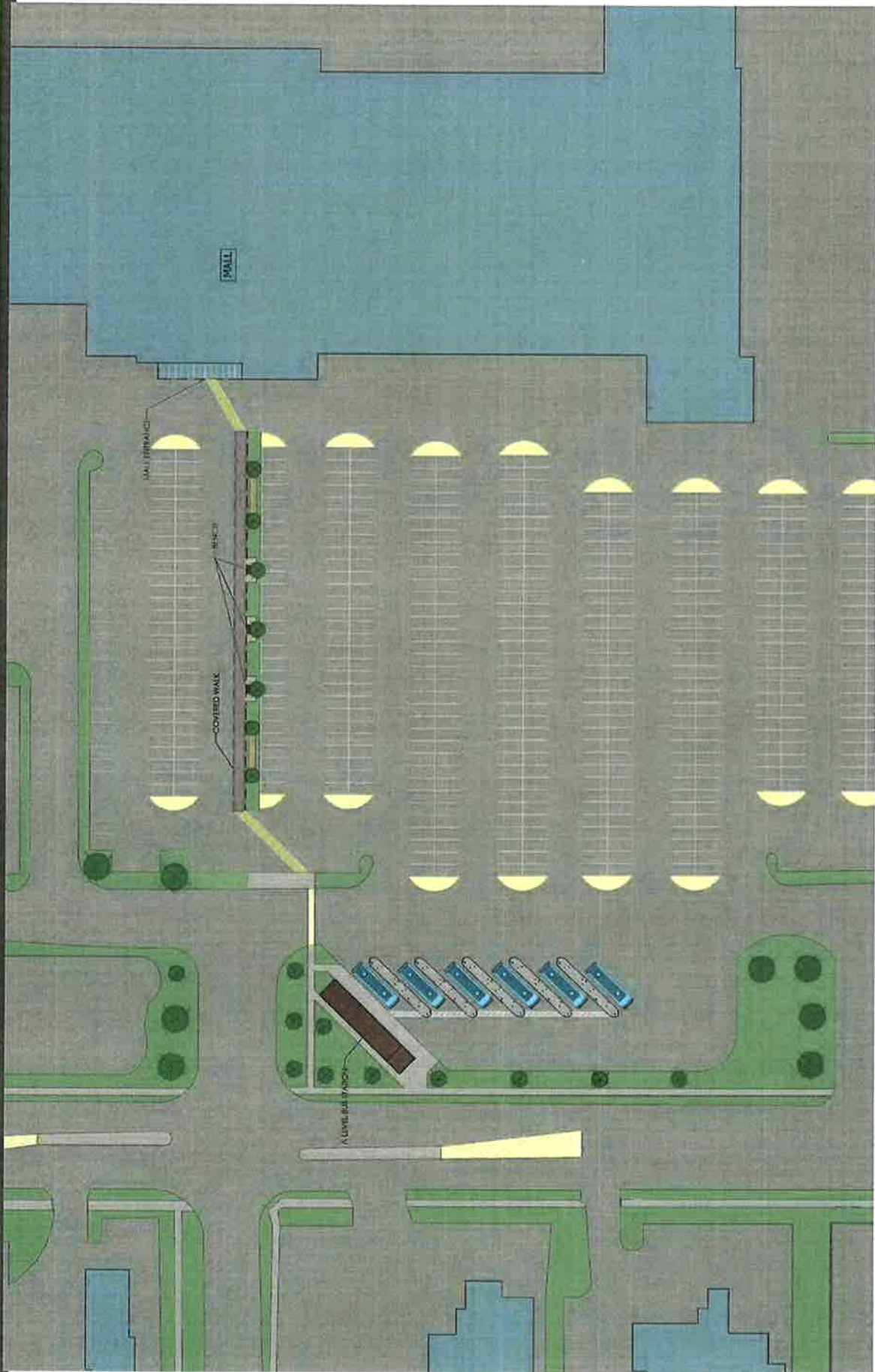




Option 2a Concept Sketch



Option 2c Concept Sketch



Option 3 Concept Sketch

Cost Estimates

Detailed project cost estimates were developed for each of the three sites determined to be most feasible by the SRC and West Acres Management. There were three inputs into the development of cost estimate for the West Acres Transit Hub: 1) Building costs; 2) Site design costs; and 3) Road Improvement costs. Each are summarized below.

Building Costs

Site development costs assumed the generalized programming cost developed for the A Level Stop design discussed in Chapter 4. The A Level Stop design and layout was scaled to meet planning level needs identified by MATBUS for a future expanded West Acres Transit Hub. The planning level cost estimate was assumed to be \$500,000 for the building itself.

Site Design Costs

Site designs costs included the site development costs to redevelop each proposed site to accommodate a future West Acres Transit Hub. The detailed line item site costs for each site are shown in Appendix D.

Road Improvements

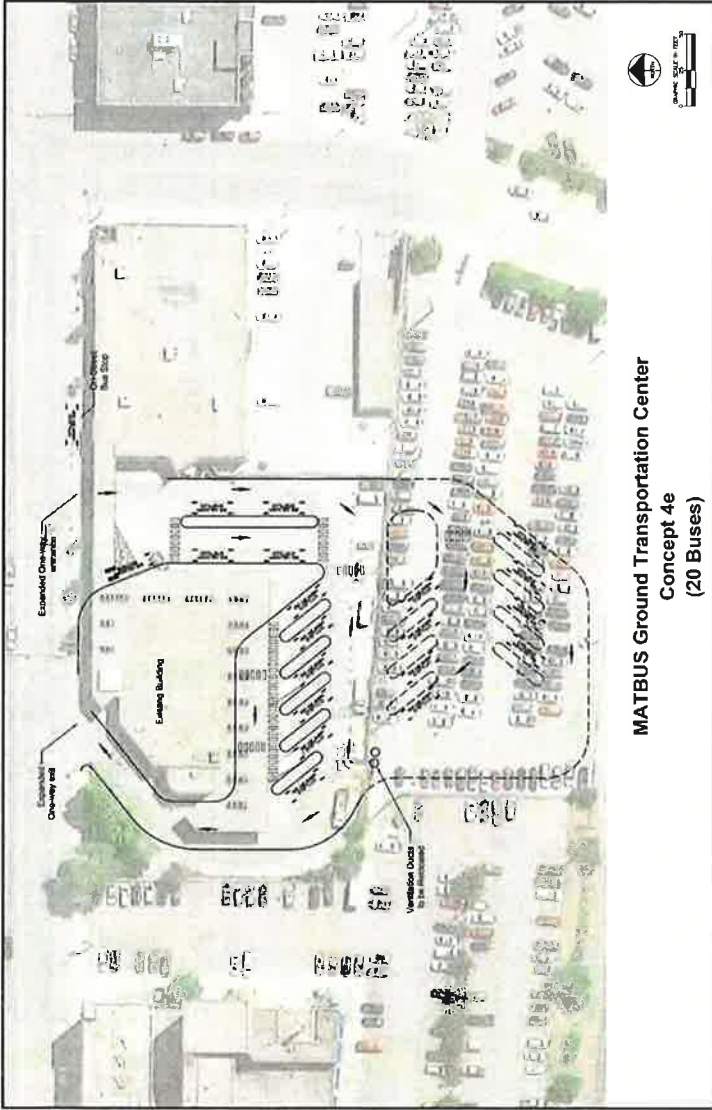
At the request of West Acres Management, the cost to improve sections of mall roadways from a six inch over six inch aggregate section to a nine inch eight section were developed. This was assumed to be adequate to account for existing and projected levels of transit traffic through the mall roadways. Cost assumptions were developed for site 2a/2c and 3. Detailed cost specifics and related assumptions for these improvements are shown in Appendix D.

Table iii: West Acres Hub – Cost Estimates

	Option 2A	Option 2C	Option 3
Building	\$500,000	\$500,000	\$500,000
Site	\$594,077	\$873,895	\$470,835
Road Improvements	\$909,085	\$909,085	\$593,653
Total	\$2,003,162	\$2,282,980	\$1,564,488

Notes:

1. Includes contingency on all elements.
2. All option costs based on 6-bus layout.
3. Includes pedestrian/parking-related improvements between hub and mall.
4. Assumes asphalt road improvements for roads carrying bus traffic.
5. Assumes base layout for West Acres hub that was developed as part of this plan.



MATBUS Ground Transportation Center
Concept 4e
(20 Buses)



GTC Canopy Option A Aerial



GTC Canopy Option A Looking NW



GTC Canopy Option A Looking SE

utilization of existing and projected spaces at the GTC. This shift in operational locations of certain MATBUS functions also improves mid- to long-term space and facility needs at the MTG.

On-Site Options

The SRC developed a total of eight basic site concepts to address projected system needs for the GTC. Most of the technically feasible options to improve the function and operation of the GTC required acquisition of land either to the south or east of the current site. In all cases, expansion options requiring additional land only utilized property currently owned by the City of Fargo. Expansion options requiring new space used the current Municipal Court and the 4th Street surface lot.

The SRC considered Option 4d and 4e to represent the most technically feasible options for meeting both mid- to long-term needs at the GTC.

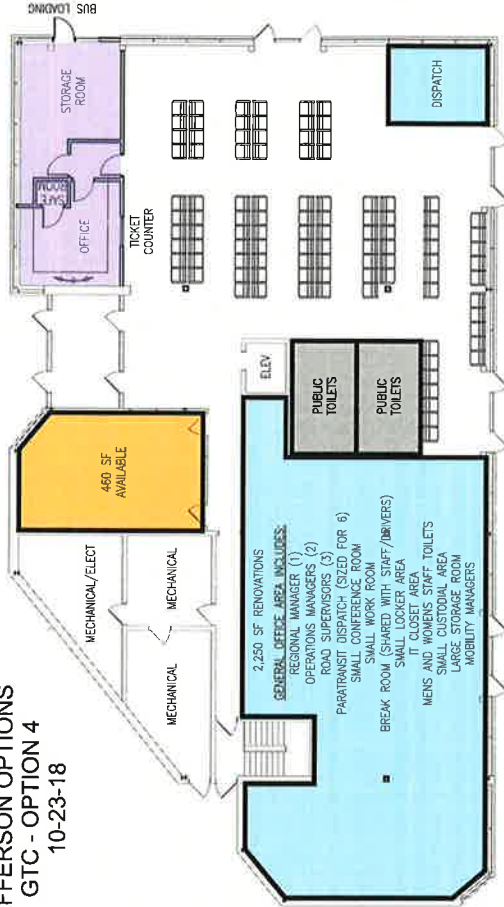
Internal Programming Options and Needs

The SRC worked through a series of generalized space programming evaluations. The evaluations were used to determine projected future space needs for MATBUS. As noted earlier, those evaluations looked at options to relocate staff between the GTC and MTG based on a 20-year growth projection for MATBUS operations. This effort allowed the allocation of administrative and contractor office space to be more equally distributed between the MTG and GTC. This resulted in two key outcomes:

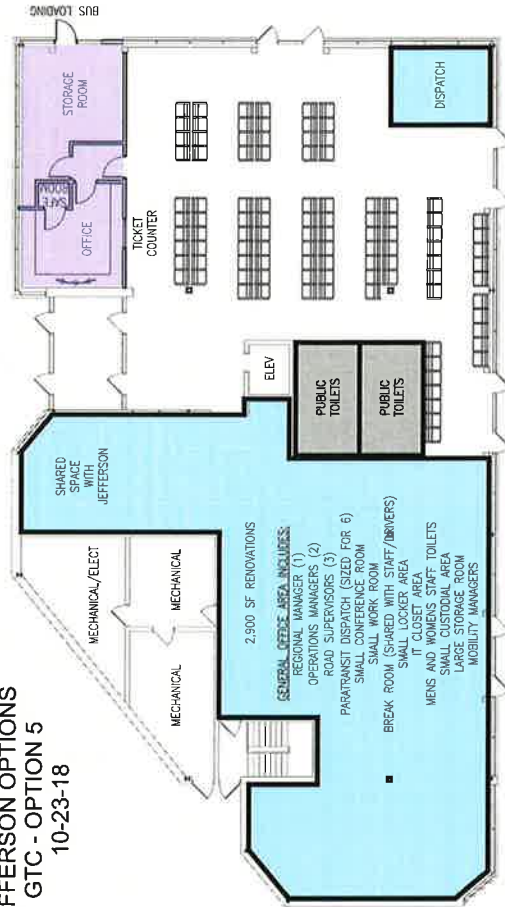
1. Maximizing space between the two locations.
 2. Better alignment of staff locations with the operational needs of MATBUS.
- The SRC worked through a series of space programming options and evaluations to develop a more efficient utilization of existing spaces within the current building footprint of the GTC. At this point in the analysis, the SRC was confident in the development of a site concept that would retain the general building footprint at the GTC (i.e., Option 4c/4d/4e). Therefore, a series of programming options for the current building footprint at the GTC were developed. Each of these options were developed to account for the potential integration of Jefferson Lines into the internal spaces of the GTC. Eight total options were developed for internal modifications to the GTC. The SRC recommended proceeding further into design with Options 4 and 5, which are shown to the right. The balance of options evaluated internally at the GTC are included in Appendix F.

The recommended internal program developed for the GTC, coupled with the revisions to the deck, address all the significant operational issues identified at the onset of the planning study. Implementation of the proposed improvements at the GTC serve to address mid- to long-range needs of MATBUS for successful operation of the GTC.

JEFFERSON OPTIONS
GTC - OPTION 4
10-23-18



JEFFERSON OPTIONS
GTC - OPTION 5
10-23-18



Cost Estimates

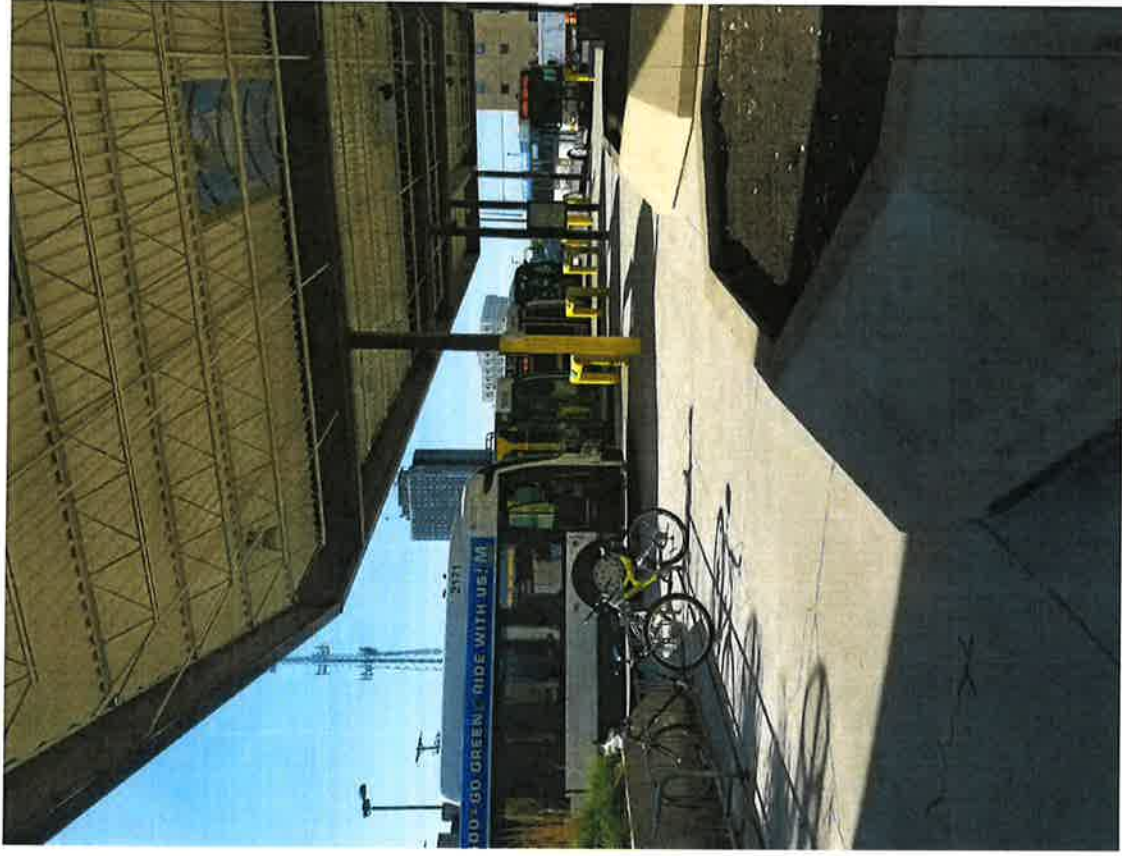
The SRC proceeded with developing an implementation program to support the development of Site Concept 4d/4e, and internal site plan support by Option 4 or Option 5. Cost estimates were developed to support implementation of both of those programs. Detailed estimate required for deck modifications to support Option 4d/4e are included in Appendix F. Generalized estimates to support the renovation of the internal and external components of the GTC are as follows.

Table iv: GTC Cost Estimates

Area of Work	Cost
Reroof	\$154,090.00
Fascia Rebuild	\$48,125.00
<i>Notes: Includes top 5 feet of building around the facility</i>	
Toilet Area	\$120,000.00
Admin Area	\$337,500.00
Dispatch	\$42,500.00
Mobility Center or Jefferson	\$82,500.00
Common Space	\$166,000.00
Demo of Roof Overhang	\$48,000.00
New Canopies Over Deck Area	\$600,000.00
Costs for Deck Revisions	\$551,000.00
Subtotal	\$2,149,715.00
Contingency (15%)	\$322,457.25
Total Construction Cost	\$2,472,172.25

Notes:

1. Does not include any bump out additions for entries, etc.
2. No renovations at the small office area and conference room.
3. Reroof costs include sub costs and contractor general conditions and OH/Profit.



STOP LEVEL & MINOR HUB ANALYSIS

Ridership Data

Ridership was evaluated based on a sample size provided from September 25 to 30, 2017. Average daily boarding was calculated for each boarding point. In the case of Route 18, 20 (old 21 and 22), and 23, new ridership was pulled for a two-week period in late September 2018. A new ridership batch was pulled for these routes to account for potential maturity in ridership patterns based on the newness of the routes at the time of the original sample.

Environmental Justice

Environmental Justice (EJ) and Title VI considerations were integrated as part of the ridership evaluation. The Stop Level evaluation used existing low income and minority datasets used by Metro COG for its ongoing EJ evaluations. EJ should be a consideration in future weighting and consideration of stop level improvements. EJ data can suggest potential need for more neighborhood level improvements that may not be as evident in looking at individual stop level boarding patterns (e.g. Madison, Jefferson, and Romkey Park). EJ data is shown on the Stop Level Analysis Map on page 36.

Transit Intensive Corridors

Transit intensive corridors were identified to show areas with higher levels of transit use or the potential for significant redevelopment or increased transit usage in the future. These transit intensive corridors are those that likely warrant consideration for more significant investment in stop level transit infrastructure. Transit Intensive corridors are shown on the Stop Level Analysis Map on page 36.

Stop Level Analysis

Stop levels were developed based on four tiers of utility, expense, and size. These four stop levels are designated as level A, B, C, and D. It is anticipated these stops will be integrated into the neighborhoods they are embedded within to provide some context specific considerations such as history of neighborhood, point of interest, public art, and native landscapes/plantings.

Stop Level A – The largest facility with the most amenities; for the purposes of this analysis it is assumed these assumptions relate most specifically to West

Acres, which is a primary hub for the MATBUS. An Level A Stop is the highest level and has a shelter with largest footprint and greatest number of amenities. These amenities can include restrooms, arrival/departure boards, waiting areas, vending machines, and office/administrative area.

The potential costs associated with construction of a facility such as this would be \$375,000 to \$500,000 for the shelter with the site improvement costs varying depending on existing conditions.

Stop Level B – Level B stops are smaller system hubs where there is currently transfer between routes, or higher frequency of service with a significant level of boarding relative to the rest of the system. The unique distinction between a Level A and Level B stop is the need for administrative space and the supportive functions associated with having the stop staffed with employees.

Potential costs associated with a Level B stop are anticipated to be \$125,000 to \$150,000 for the shelter with the site improvement costs varying depending on existing conditions.

Four (4) potential B-level stops were identified based on existing and projected transit boarding:

- 1. Marriott** – The current Marriott transfer location would be a candidate for a B-level stop to better accommodate that hub's location and the routes that serve it. Although the daily boarding numbers do not currently meet the minimum average daily parameters defined herein, it is the main transfer point for bus service in Moorhead.
- 2. NDSU Barry Hall** – There currently isn't a shelter at this location, but the average daily boardings is well over 450. Nearby routes include 13, 13U, 17, and 33 with up to 10 potential transfers per hour. In addition, there is already a bus pull-off located along 2nd Avenue North.
- 3. Walmart-Dilworth** – The Walmart-Dilworth operates as a minor hub on the east end of the MATBUS system. Future system growth will serve to increase traffic through that site. As such, the site currently meets warrants for B Level Stop investments. Potential layouts and 3D renderings of the site are shown on the following pages.

4. **M|State** – It is possible that this location could potentially replace the Marriott as the main transfer hub in south Moorhead. If so, additional investments would be needed nearly matching that of B Level Stop. The potential layout and 3D visualization of the M|State site on the following pages.

Total cost for the M|State and Walmart sites are as follows:

Table v: Walmart and M|State Transit Hub Development – Cost Estimates

	Walmart	M-State
Building	\$150,000	\$150,000
Site	\$91,792	\$258,475
Road improvements	\$0	\$0
Total	\$241,792	\$408,475

Notes:

1. Includes contingency on all elements.
2. All Option costs are based on the proposed site layout
3. Assumes B Level building costs.

Stop Level C – This is the smallest shelter on the system and would relate to higher boarding locations or along identified transit intensive corridors. These shelters are primarily designed to service one or two routes. These shelters have a small indoor waiting area for up to 10 passengers with benches and outdoor canopy. The total footprint is approximately 100 square feet with an adjacent ADA accessible landing pad.

Potential costs associated with a Level C stop are anticipated to be \$15,000 to \$20,000 for the shelter with the site improvement costs varying depending on existing conditions.

Stop Level D – This is a designated bus stop without a shelter. It includes a bus stop sign, no parking sign, and ADA accessible landing pad. It may also include an exterior bench. It is anticipated these stops would be integrated into routes at regular intervals of approximately every two to three blocks. In areas of lower boarding, specifically along routes within lower density and newly developed

areas, consideration should be given to placing a sheltered C Level Stop at least every 12 blocks, or 1 mile.

Future Hub Investments

Based on existing conditions and future route growth, a series of existing stop locations were determined to have the potential for future investment. These are in addition to those listed earlier under Stop Level B needs. These investments would serve to upgrade these current stops to more of a significant level of stop or hub.

These locations are noted for future potential investment due to the current level of ridership. Also, of note is the general location of these facilities in relation to existing and future system growth which may occur within the MATBUS service area. Future stop level or hub investment areas are shown on the map on page 37. Future growth in these areas will make these a logical point for increased bus traffic at both the passenger and transfer level. These locations are noted as follows:

- » **Downtown Moorhead** – Significant investments are happening in Downtown Moorhead. As changes to existing private developments and public roads unfold, additional consideration is needed to enhance and improve stop level amenities in Downtown Moorhead.
- » **Walmart/13th Avenue** – Currently is served by two routes with more than 100 boardings per day. Future investment in the current condition would warrant a C Level Stop. Significant additional growth at this location could warrant a B Level Stop.
- » **Sanford Hospital** – Currently served by one route, with boarding projected to increase as service on this route matures. Will likely be in close relation to new future service in the southwest service area of MATBUS. A C Level Stop is currently warranted at this location.
- » **Walmart/52nd Avenue** – This location is in close relation to new future service. This Walmart, like others in the MATBUS service area (Dilworth, Fargo, etc.), will attract future potential transit demand. As warrants are met per this report, an upgrade to a C Level Stop should be considered.

- » **NDSU/North University** – Significant boarding patterns and continued redevelopment in areas along North University Drive/17th Avenue provide support for an evaluation of future hub investment in those areas. Several C Level stops are closely aligned adjacent to Niskanen Hall, University Village, and the Sanford Health Athletic Complex (SHAC). Future study could look at coordinating and maximizing stop level investments in this area.
- » **South University/25th Avenue** – This area is considered a future transfer point between existing and future MATBUS routes. Current infrastructure is

substandard. There are existing conflicts between buses, parked cars and pedestrians, and very little delineation of the transit areas from adjacent uses.

- » **Midtown Crossing** – The current stop at 1st Avenue and 12th Street North warrants consideration for additional investment. Based on boarding patterns, it meets criteria for a C Level Stop and is the fifth largest stop outside of the GTC, West Acres, and NDSU. The general location of Midtown crossing is ideal to support the potential of a future bus transfers between north-south/cross town routes without the need to stop at the GTC.

Table vi: Stop Infrastructure

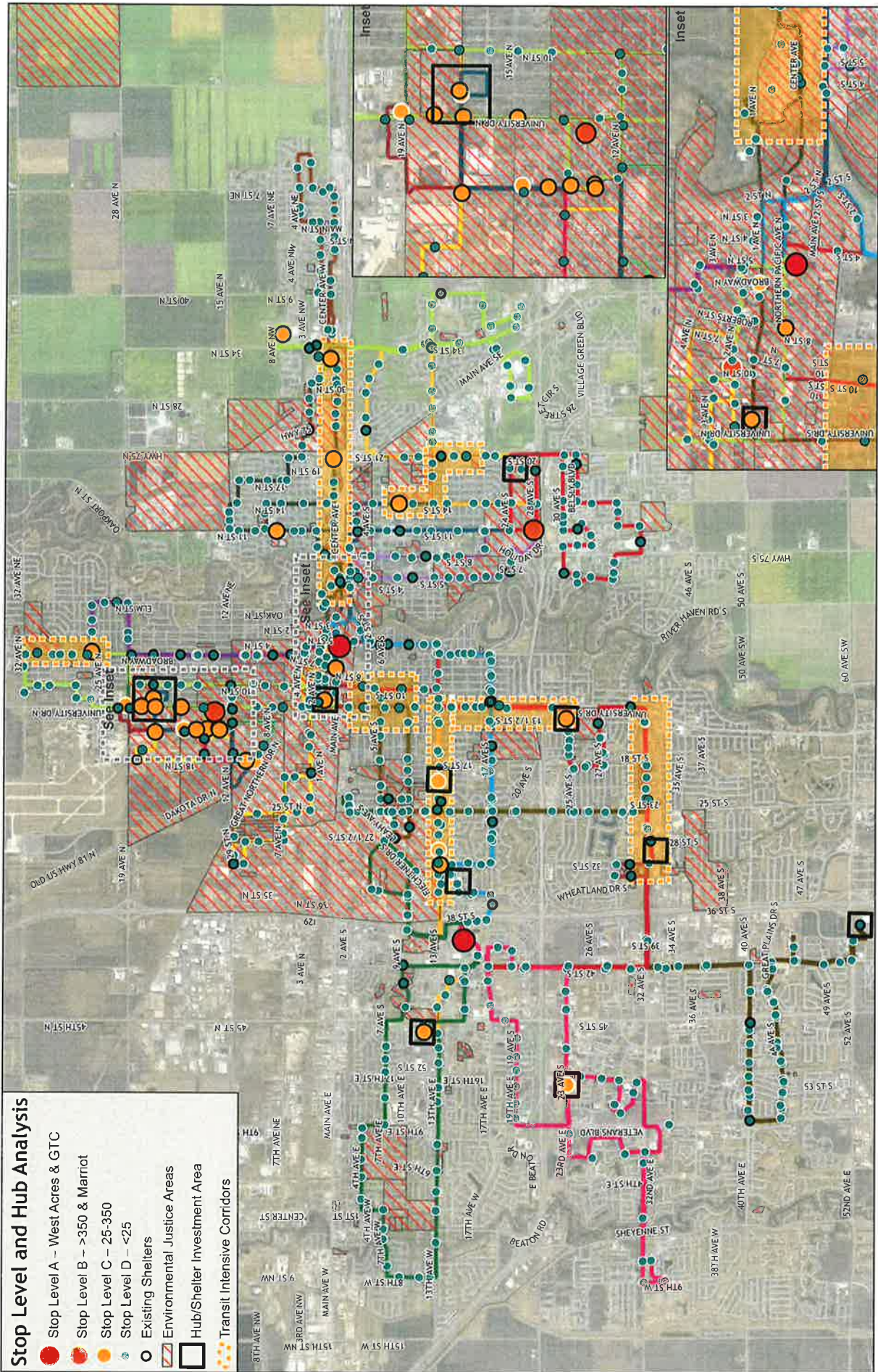
Stop Levels	Minimum Passenger Boardings/ Hour	Shelter *	Stop Infrastructure												
			ADA Landing Pad	Bus Pull-Off	MATBUS Stop Sign/No Parking Sign	Exterior Bench	Interior Bench	Trash Receptacle	Sun Shading	Shelter Doors	Restroom	Dispatch/ Offices	Storage/ Mechanical	Bike Rack	
A Level	350	X	X	X	X	X	X	X	X	X	X	X	X	X	X
B Level	350	X	X	O	O	X	X	X	X	X	X	X	X	X	O
C Level	25	X	X	-	X	O	O	O	O	O	O	O	O	O	O
D Level	-	-	O	-	O	-	-	-	-	-	-	-	-	-	-

X Base Requirement O Warranted Option - Not Applicable
 * Shelter may be a stand alone shelter or integrated within existing building infrastructure.

Table vii: Stop Amenities

Stop Levels	Minimum Passenger Boardings/ Hour	Shelter *	Stop Infrastructure											
			Exterior Lighting	Interior Lighting	Docking Station/ Outlets/USB Ports	Standing Height Counter	Vending Kiosk	Exterior Advertising	Heated	Cooled	Shade Trees	Solar Power	Green Roof	
A Level	350	X	X	X	X	X	X	X	X	X	X	X	X	X
B Level	350	X	X	X	-	-	-	X	X	X	X	X	X	-
C Level	25	X	X	-	-	-	-	-	-	-	-	-	-	-
D Level	-	-	O	-	-	-	-	-	-	-	-	-	-	-

X Base Requirement O Warranted Option - Not Applicable
 * Shelter may be a stand alone shelter or integrated within existing building infrastructure.





**Dilworth Walmart
Proposed Stop Level B**

Dilworth Walmart 3D Renderings



23

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-18-F1 Type: Negative Final Balancing Change Order #2

Location: Edgewood Addition, Golden Ridge Addition and Oak Grove Addition Date of Hearing: 1/22/2019

Routing Date
City Commission 1/28/2019
PWPEC File X
Project File Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, regarding Negative Final Balancing Change Order #2, in the amount of \$-38,396.98 bringing the total contract amount to \$2,027,782.38.

Staff is recommending approval of Negative Final Balancing Change Order #2, in the amount of \$-38,396.98.

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

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-38,396.98 to Border States Paving, bringing the total contract amount to \$2,027,782.38.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Rehabilitation Funds, Sales Tax, Special Assessments

Developer meets City policy for payment of delinquent specials Agreement for payment of specials required of developer Letter of Credit required (per policy approved 5-28-13) Yes No N/A N/A N/A

COMMITTEE

Table with columns: Present, Yes, No, Unanimous. Rows for committee members: 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.

Signature of Brenda E. Derrig, P.E., City Engineer

ATTEST:

C: Kristi Olson



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	PR-18-F1	Change Order No	2
Project Name	Asphalt Mill & Overlay & Incidentals		
Date Entered	1/7/2019	For	Border States Paving Inc

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

EXPLANATION OF CHANGE: final numbers

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Section 1	1	Repair Patch	EA	5.00	0.00	5.00	4.00	9.00	450.00	1,800.00
	2	F&I Repair Band 4" thru 12" Dia	EA	1.00	0.00	1.00	2.00	3.00	1,000.00	2,000.00
	3	Reinf & Repl Curb & Gutters	LF	2,000.00	0.00	2,000.00	-455.90	1,544.10	34.00	-15,500.60
	4	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	0.00	1,000.00	1,507.00	2,507.00	8.25	12,432.75
	5	F&I Sidewalk 4" Thick Reinf Conc	SY	10.00	0.00	10.00	5.09	15.09	58.30	296.75
	6	F&I Sidewalk 6" Thick Reinf Conc	SY	30.00	0.00	30.00	-15.32	13.68	67.60	-1,103.23
	7	Remove Sidewalk All Thicknesses All Types	SY	40.00	0.00	40.00	-8.05	31.95	17.00	-136.55
	8	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	0.00	1,000.00	1,228.00	2,228.00	3.00	3,684.00
	9	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	0.00	50.00	-50.00	0.00	71.00	-3,550.00
	10	F&I Det Warn Panels 5x8 In	SF	40.00	0.00	40.00	-8.00	32.00	50.00	-400.00
	11	F&I Aggregate for Asph Pavement FAA 43	TON	2,710.00	0.00	2,710.00	-183.67	2,526.33	32.00	-5,877.44
	12	F&I Asphalt Cement PG-58-28	GAL	34,529.21	0.00	34,529.21	-2,618.23	31,910.98	1.65	-4,920.03
	14	Rem & Repl Casting - Self Leveling Asph	EA	17.00	0.00	17.00	1.00	18.00	1,500.00	1,500.00
	15	Rem & Repl Pavement 9" Thick Asph	SY	50.00	0.00	50.00	-50.00	0.00	53.50	-2,675.00
	16	Casting to Grade - no Conc	EA	1.00	0.00	1.00	-1.00	0.00	220.00	-220.00
	18	Mill / Grind Asphalt Pymt Along Curb	LF	5,239.00	0.00	5,239.00	794.00	6,033.00	1.15	913.10
	19	Mill / Grind Asphalt Pymt 1" to 2" Thick	SY	14,300.00	0.00	14,300.00	-1,845.14	12,454.86	1.50	-2,767.71



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section 1	20	Sodding	SY	300.00	0.00	300.00	-94.59	2053.41	19.00	-1,797.21
Section 2	22	Repair Inlet	EA	10.00	0.00	10.00	3.00	19.00	450.00	1,350.00
	23	F&I Repair Band 4" thru 12" Dia	EA	2.00	0.00	2.00	-2.00	0.00	1,000.00	-2,000.00
	24	Rem & Repl Curb & Gutter	LF	5,000.00	0.00	5,000.00	688.60	5,688.60	34.00	23,419.20
	25	Adjust Curb & Gutter - Mud/Sand Jack	LF	8,000.00	0.00	8,000.00	1,717.00	9,717.00	8.25	14,165.25
	26	Rem & Repl Pavement 7" Thick Reinf Conc	SY	50.00	0.00	50.00	-27.05	22.95	75.00	-2,028.75
	27	F&I Sidewalk 4" Thick Reinf Conc	SY	100.00	0.00	100.00	-49.86	50.14	59.00	-2,797.76
	28	F&I Sidewalk 6" Thick Reinf Conc	SY	276.00	0.00	276.00	52.56	328.56	68.00	3,601.28
	29	Remove Sidewalk All Thicknesses All Types	SY	385.00	0.00	385.00	-13.20	371.80	16.60	-219.12
	30	Adjust Driveway - Mud/Sand Jack	SF	5,000.00	0.00	5,000.00	-876.00	4,125.00	3.05	-2,668.75
	31	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	0.00	50.00	423.82	473.82	71.00	30,091.22
	32	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	0.00	50.00	-50.00	0.00	74.00	-3,700.00
	33	F&I Det Warn Panels Cast Iron	SF	744.00	0.00	744.00	48.00	792.00	50.00	2,400.00
	34	F&I Aggregate for Asph Pavement F&A 45	TON	7,840.00	0.00	7,840.00	-1,204.59	6,635.41	32.00	-38,546.88
	35	F&I Asphalt Different PG 58-28	GAL	100,000.00	0.00	100,000.00	-17,218.99	82,781.01	1.65	-28,440.34
	36	Rem & Repl Casting - Inlet	EA	3.00	0.00	3.00	-1.00	2.00	600.00	-600.00
	38	Rem & Repl Pavement 9" Thick Asph	SY	1,000.00	0.00	1,000.00	32.72	1,032.72	53.00	1,734.16
	39	Casting to Grade - no Conc	EA	10.00	0.00	10.00	-9.00	1.00	220.00	-1,980.00
	40	GV Box to Grade - no Conc	EA	55.00	0.00	55.00	-5.00	50.00	80.00	-400.00
	41	Mill / Grind Asphalt Pymt 1" to 2" Thick	SY	67,116.00	0.00	67,116.00	88.00	67,204.00	1.50	132.00
	42	Sodding	SY	1,500.00	0.00	1,500.00	126.29	1,626.29	15.00	1,694.35
	46	F&I Detection In-Ground Loop	EA	2.00	0.00	2.00	-1.00	1.00	1,660.00	-1,960.00
Section 3	47	Remove Pavement All Thicknesses All Types	SY	232.00	0.00	232.00	3.72	235.72	8.40	-31.25
Section:1 Sub Total (\$)									2053.41	-15,721.52
Section:2 Sub Total (\$)									235.72	-6,424.14



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section 3	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	64	65	67	69	70	71	72	73	75	76	Section 3 Sub Total (\$)	450.00	2,700.00	
	Repair Inlet	F&I Repair Band 4" thru 12" Dia	Rem & Repl Curb & Gutter	Adjust Curb & Gutter - Mud/Sand Jack	F&I Pavement 7" Thick Reinf Conc	F&I Sidewalk 4" Thick Reinf Conc	F&I Sidewalk 6" Thick Reinf Conc	Remove Sidewalk All Thicknesses All Types	Adjust Driveway - Mud/Sand Jack	Rem & Repl Driveway 6" Thick Reinf Conc	F&I Det Warn Panels Cast Iron	F&I Aggregate for Asph Pavement FAA 43	F&I Asphalt Cement PG-58-28	F&I Asphalt Cement PG-64-34	Rem & Repl Casing - Inlet	Rem & Repl MH Lid - Concealed Pickhole	Rem & Repl Pavement 9" Thick Asph	GV Box to Grade - no Conc	Mill / Grind Asphalt Pvrnt 1" to 2" Thick	Sodding	Paint Epoxy Line 4" Wide	Paint Epoxy Line 16" Wide	Paint Epoxy Line 24" Wide	F&I Edge Drain 4" Dia PVC	Connect Pipe to Exist Structure				
	EA	EA	LF	LF	SY	SY	SY	SY	SF	SY	SF	TON	GAL	GAL	EA	EA	SY	EA	SY	SY	LF	LF	LF	LF	EA				
	3.00	1.00	1,000.00	3,000.00	232.00	21.00	31.00	21.00	1,509.00	50.00	72.00	4,204.00	49,489.00	10,130.00	3.00	1.00	200.00	25.00	26,200.00	300.00	3,739.00	28.00	144.00	1,000.00	6.00	5.00	3.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	6.00	2.00	1,949.06	821.00	3.72	12.11	30.78	53.16	392.00	-31.67	64.00	-301.61	-849.30	-4,198.60	-1.00	-1.00	-200.00	1.00	39.00	513.94	179.00	-2.00	-18.00	-1,000.00	-6.00	-1.00	-1.00	-1.00	
	9.00	3.00	2,949.06	3,821.00	235.72	33.11	61.78	74.16	1,892.00	18.33	136.00	3,902.39	42,633.70	5,931.40	2.00	0.00	0.00	26.00	26,239.00	813.84	3,918.00	26.00	126.00	0.00	0.00	0.00	4.00	4.00	4.00
	450.00	1,000.00	34.00	8.25	74.00	55.40	67.60	17.00	3.05	71.40	51.50	33.00	1.65	2.95	600.00	400.00	53.00	90.00	1.50	18.60	2.80	19.30	19.70	18.00	250.00	450.00	450.00	450.00	
	2,700.00	2,000.00	66,268.04	6,773.25	275.28	670.89	2,080.73	903.72	1,195.60	-2,261.24	3,296.00	-9,953.13	-1,401.35	-9,866.71	-600.00	-400.00	-10,600.00	90.00	58.50	9,557.42	501.20	-26.50	-354.60	-18,000.00	-1,500.00	-450.00	-450.00	-450.00	
Section 4																													
	Repair Inlet																												
	EA																												
	5.00																												
	0.00																												
	-1.00																												
	3.00																												
	Section 3 Sub Total (\$)																												





CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Source Of Funding	
Net Amount Change Order # 2 (\$)	-38,396.98
Previous Change Orders (\$)	5,766.87
Original Contract Amount (\$)	2,060,412.50
Total Contract Amount (\$)	2,027,782.38

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days: Substantial Completion	Additional Days: Final Completion	New Substantial Completion Date	New Final Completion Date
09/29/2018		0.00	0.00	09/29/2018	
Description					
APPROVED					
					
For Contractor					
Border Steves Parris					
Title					
PM					
APPROVED DATE					
					
Department Head					
Mayor					
Attest					
1/24/19					

25

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UN-18-B1 Type: Change Order #1 & Time Extension

Location: 23 Ave S and 41 St S Date of Hearing: 1/22/2019

<u>Routing</u>	<u>Date</u>
City Commission	1/28/2019
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, regarding Change Order #1 & time extension requested by Fox Underground. A 4-day time extension has been requested due to additional items being added to the project.

Staff is recommending approval of Change Order #1, in the amount of \$9,522.64, and a 4-day time extension adjusting the Substantial Completion Date to May 19, 2019 and the Final Completion Date to June 18, 2019.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 & time extension as described above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$9,522.64, bringing the total contract amount to \$672,324.39 and the time extension to the Substantial and Final Completion dates.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

Yes	No
N/A	
N/A	
N/A	

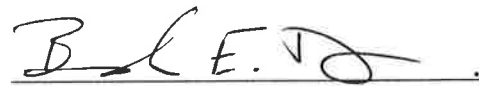
COMMITTEE

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

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Donald Kress
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Will Bayuk, Civil Engineer
Date: January 15, 2019
Re: Improvement District No. UN-18-B1 – Change Order #1 & Time Extension

Background

Improvement District #UN-18-B1 is a new underground utilities and incidentals project located on 23rd Avenue South between 42nd Street South and 38th Street South, and on 41st Street South between 24th Avenue South and 22nd Avenue South. This project is to provide infrastructure to future development planned for the southwest quadrant of I-29 & I-94 interchange and to connect to existing infrastructure.

Fox Underground Inc. is the Contractor and is requesting 4 Extra Work Orders as well as a 4 working day time extension to complete the work placed under this contract.

Extra Work Orders

Extra Work Orders 1, 2, and 4 are for connecting to the existing sanitary sewer main at the intersection of 23rd Avenue South and 42nd Street South. Extra Work Order 3 is for connecting to the existing storm sewer main at the intersection of 23rd Avenue South and 42nd Street South.

1) **Extra Work #1**

The existing water main on 42nd Street South required shut down in order to make a safe connection to the existing sanitary sewer on 23rd Avenue South. The Contractor hired Jet-Way to clean debris from the gate valves because it was short notice on a Saturday and the COF Mains and Hydrants crew was not working. The Contractor was unable to shut down the existing water main, and was forced to abandon the sanitary sewer connection. This extra work order is for the downtime while attempting to shut down the existing water main on 42nd Street South, and for the invoice amount from Jet-Way.

2) **Extra Work #2**

It was discovered that the existing sanitary sewer main was Ultra Corr PVC pipe instead of SDR 26 PVC pipe as specified in the as-built plans. The different type of pipe required an adapter be made. The Contractor was forced to abandon the connection attempt since the required materials needed to be made and delivered. This extra work order is for the down time associated with this discovery of the existing sanitary sewer pipe type, and for the material cost of the pipe adapter.

3) **Extra Work #3**

When attempting to make the connection to the existing storm sewer at the intersection of 23rd Avenue South and 42nd Street South it was discovered that the existing storm sewer main was a thinner wall thickness than the standard pipe the Contractor was going to install. The Contractor had to butt-up the pipes, reinforce the joint with tied rebar and cover in concrete. This extra work order is for the additional time and labor it took to make the connection between the different sized storm sewer pipes.

4) Extra Work #4

It was discovered that the existing sanitary sewer main at the intersection of 23rd Avenue South and 42nd Street South was 3.5 feet higher in elevation than as specified in the as-built plans. The change in elevation required that a new SS-1 manhole be built. This extra work is the material cost for the new SS-1 manhole.

Time Extension

- Extra Work #1 delayed the Contractor 1 day due to trouble turning existing water main valves off.
- Extra Work #2 delayed the Contractor 1 day due to discovery of existing sanitary sewer main type and elevation.
- Extra Work #3 delayed the Contractor 1 day due to existing storm sewer RCP being different wall thickness.
- Extra Work #4 delayed the Contractor 1 day due to install of adapter and new SS-1 manhole.

Totaling 4 days of delays.

Recommended Motion:

Approve Change Order #1 in the amount of \$9,522.64 and approve a (4) four day time extension to the completion dates as shown below:

Completion Dates	Original Contract	Revised This Memo
Interim	11/15/2018	4/19/2019
Substantial	5/15/2019	5/19/2019
Final	6/14/2019	6/18/2019

WRB/klb
Attachment

C: Brenda Derrig
Jason Leonard



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

Improvement District No	UN-18-B1	Change Order No	1
Project Name	Sanitary Sewer, Water Main, Storm Sewer & Incidentals		
Date Entered	1/9/2019	For	Fox Underground

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

EXPLANATION OF CHANGE: Change Order # 1

Extra Work # 1 - The existing water main on 42nd Street South required shutdown in order to make a safe connection to the existing sanitary sewer on 23rd Avenue South. The contractor attempted to shut down the existing water main on 42nd Street South but was unable to get the gate valve key on any of the 3 necessary gate valves due to debris. They hired Jet-Way to jet-vac the debris out of the gate valve stand pipes. After the debris was removed they found that they were unable to get the gate valve key on 1 of the gate valves due to the nut being stripped and rounded off. The contractor was forced to shut down for the day since they could not continue with the sanitary sewer connection safely. The City of Fargo Mains and Hydrants crew investigated the stripped gate valve nut, 2 days later and came to the same conclusion as the contractor. The City of Fargo Mains and Hydrants crew replaced the faulty nut 4 days later. The contractor was able to work on other areas of the project while the City of Fargo Mains and Hydrants crew fixed the faulty gate valve. This extra work is for the downtime while attempting to shut down the existing water main on 42nd Street South, and for the invoice amount from Jet-Way. (Extra Water Main)

Extra Work # 2 - When attempting to make the connection to the existing sanitary sewer at the intersection of 23rd Avenue South and 42nd Street South it was discovered that the existing sanitary sewer main was Ultra Corr PVC pipe instead of SDR 26 PVC pipe as specified in the as-built plans. Additionally, the existing sanitary sewer main was 3.5 feet higher in elevation than the as-built plans specified. The different type pipe existing sanitary sewer main requires an adapter be made. The higher elevation of the existing sanitary sewer main requires a new SS-1 manhole be made. The contractor was forced to abandon the connection attempt since the required materials needed to be made and delivered. This extra work order is the down time associated with this discovery of the existing sanitary sewer pipe type and elevation. (Extra Sanitary Sewer)

Extra Work # 3 - When attempting to make the connection to the existing storm sewer at the intersection of 23rd Avenue South and 42nd Street South it was discovered that the existing storm sewer main was a different wall thickness than what we use today. The existing storm sewer main and the new reinforced concrete pipe (RCP) had the same inside diameter, but the outside diameter of the new RCP was larger than the outside diameter of the old RCP. The contractor had to butt up the pipes, reinforce the joint with tied rebar and cover in concrete. This extra work order is for the additional time it took to make the connection between the different sized RCP. (Extra - Storm Sewer)

Extra Work # 4 - A new SS-1 manhole was needed due to the discovery of the Ultra Corr pipe at the intersection of 23rd Ave South and 42nd Street South. Additionally a custom made adapter was needed to connect a spigot end of Ultra Corr pipe with a spigot end of SDR 26 PVC pipe. This extra work is the material cost for the new SS-1 manhole and the new pipe adapter. (Modify Manhole)

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	52	Extra - WaterMains	LS	0.00	0.00	0.00	1.00	1.00	2,637.93	2,637.93
	53	Extra - SanitarySewer	LS	0.00	0.00	0.00	1.00	1.00	2,868.70	2,868.70
	55	Modify Manhole	EA	0.00	0.00	0.00	1.00	1.00	2,738.37	2,738.37
Sanitary Sewer Sub Total (\$)									8,245.00	
Storm Sewer	54	Extra - StormSewers	LS	0.00	0.00	0.00	1.00	1.00	1,277.64	1,277.64
	Storm Sewer Sub Total (\$)									1,277.64



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 1 (\$)	9,522.64
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	662,801.75
Total Contract Amount (\$)	672,324.39

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/15/2018		185.00	0.00	05/19/2019	

Description

Extra Work #1 delayed the Contractor 1 day to turn water main valves.
 Extra Work #2 delayed the Contractor 1 day to turn water main valves.
 Extra Work #3 delayed the Contractor 1 day to turn water main valves.
 Extra Work #4 delayed the Contractor 1 day to turn water main valves.
 Interim Completion Date - 151 day will be added to the contract to cover the winter suspension period between November 15, 2018 and April 15, 2019. 4 additional working days will be granted for the above mentioned extra work items. The revised Interim Completion date is April 19, 2019.

Substantial Completion Date - 181 Days was added to correct clerical errors entered into Masterworks. 4 additional working days will be granted for the above mentioned extra work items. The revised Substantial Completion date is May 19, 2019.

Final Completion Date - Current Final Completion Date is June 14, 2019. 4 additional working days will be granted for the above mentioned extra work items. The revised Final Completion date is June 18, 2019.

APPROVED

For Contractor

[Signature]
 Fox Undergard, Inc.
 Vice President

Title

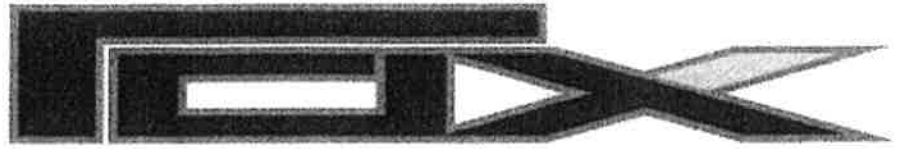
1-22-19

APPROVED DATE

Department Head *[Signature]*
 Mayor

Attest

1/24/19



UNDERGROUND

PO Box 739 - West Fargo, ND 58078 - 701.361.1919

Extra Work 3

Storm Connection with Rebar

PROJECT: City of Fargo UN-18-B1

LOCATION: 23rd Ave S. & 42nd St S

Date 11/19/2018

No.	Price Breakdown	QUAN	UNIT	PRICE	EXTENSION
Equipment					
	CAT 336 Excavator	1.00	hr	153.53	153.53
	Loader	1.00	hr	60.02	60.02
	CAT D5 Dozer	0.50	hr	69.00	34.50
	Kubota Skid Loader	0.50	hr	43.41	21.71
	Job Van w/ Incidental Supplies and Material		hr	45.00	-
				Equipment Total	269.76
Labor					
	Jerry Anderson	1.00	hr	26.00	26.00
	Alex Marichalar	5.00	hr	22.00	110.00
	Ty Bellmore	5.00	hr	21.00	105.00
	Tyler Jones	5.00	hr	22.00	110.00
	Tyler Wolf	5.00	hr	17.00	85.00
	Taz Ward	5.00	hr	17.00	85.00
				Sub-Total	521.00
				Payroll Taxes at 20%	104.20
				Sub-Total	625.20
				25% Overhead and Profit	156.30
				Labor Total	677.30
Material					
	Concrete	2.00	cuyd	132.23	264.46
				Sub-Total	264.46
				25% Overhead and Profit	66.12
				Material Total	330.58
Subcontractor					
				Sub-Total	-
				10% Subcontractor Allowance	-
				Subcontractor Total	-
				Equip Total	269.76
				Labor Total	677.30
				Material Total	330.58
				Subcontractor Total	-
				Extra Work Total	1,277.64



PO Box 739 - West Fargo, ND 58078 - 701.361.1919

Extra Work 4

Extra Parts SSMH1

PROJECT: City of Fargo UN-18-B1

LOCATION: 23rd Ave S. & 42nd St S

Date 11/30/2018

No.	Price Breakdown	QUAN	UNIT	PRICE	EXTENSION
Equipment					
					-
					-
					-
					-
				Equipment Total	-
Labor					
					-
					-
					-
					-
					-
				Sub-Total	-
				Payroll Taxes at 20%	-
				Sub-Total	-
				25% Overhead and Profit	-
				Labor Total	-
Material					
	Material from Change on SSMH1	1.00	lsum	2,738.37	2,738.37
					-
				Sub-Total	2,738.37
				25% Overhead and Profit	-
				Material Total	2,738.37
Subcontractor					
					-
					-
				Sub-Total	-
				10% Subcontractor Allowance	-
				Subcontractor Total	-
				Equip Total	-
				Labor Total	-
				Material Total	2,738.37
				Subcontractor Total	-
				Extra Work Total	2,738.37

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Engineer
Date: January 8, 2019
Re: Improvement District No. BN-17-B1 – Change Order # 8

Background:

Improvement District #BN-17-B1 is for the new construction of underground utilities, concrete paving, site grading, streetlights and incidentals on 19th Avenue North from 45th Street North to the west I-29 on/off ramp and 45th Street from 16th Avenue North to 19th Avenue North. In addition, the sanitary sewer interceptor mains will have an overflow structure installed.

Master Construction is the prime contractor for Improvement District #BN-17-B1.

Change Order # 8 is intended to move the remaining work and punch list items for Improvement District #BN-17-B1 to the Final Completion stage. In addition, after the intersection of 45th Street North and 19th Avenue North was opened to the traveling public it was apparent that the size of the intersection was too large for just stop signs on 45th Street North and 19th Avenue North for through traffic. To correct this issue, engineering staff made the decision to place flashing stop signs on 45th Street North northbound and on 19th Avenue North east and west bound. The additional cost to the Project for the LED blinking stop signs was \$2,860 each for a total of \$8,580.00.

The current Final Completion Date is October 14, 2018, with this Change Order the revised Final Completion Date will be May 15, 2019.

Recommended Motion:

Approve Change Order # 8 in the amount of \$8,580.00 and move all remaining work and punch list items from the Substantial Completion to Final Completion, with a new Final Completion Date of May 15, 2019.

Attachment
JTL/klb

C: Thomas Knakmuhs



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

Improvement District No BN-17-B1 Change Order No 8
 Project Name Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Paving, Street Lighting & Incid
 Date Entered 1/10/2019 For Master Construction Co Inc

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

EXPLANATION OF CHANGE: BN-17-B1 - Change Order # 8

Change Order # 8 is intended to move the remaining work items and punch list on Improvement District #BN-17-B1 to the Final Completion. In addition, after the intersection of 45th Street North and 19th Avenue North was opened to the traveling public it was apparent that the size of the intersection was too large to just have stop signs on 45th Street North and 19th Avenue North as through traffic. To correct this issue engineering staff made the decision to place flashing stop signs on 45th Street North northbound and on 19th Avenue North east and west bound. The additional cost to the project for the LED blinking stop signs was \$2,860 each for a total of \$8,580.00.

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 (\$)
Signing	184	Extra - Signing/Striping	LS	0.00	0.00	0.00	1.00	1.00	8,580.00	8,580.00
									Signing Sub Total (\$)	8,580.00

Summary

Source Of Funding Special Assessments

Net Amount Change Order # 8 (\$) 8,580.00

Previous Change Orders (\$) 222,073.21

Original Contract Amount (\$) 6,605,449.60

Total Contract Amount (\$) 6,836,102.81

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
07/03/2018	10/01/2018	0.00	226.00	07/03/2018	05/15/2019

Description The current final completion date is October 14, 2018 and with this change the revised final completion date will be May 15, 2019.



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

APPROVED

APPROVED DATE

For Contractor

Title

Department Head

Mayor

Attest

[Signature]
[Signature]

1/24/19

27

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-A3

Type: Contract Amendment #2

Location: 19th Ave N, 57th St to 45th St

Date of Hearing: 1/22/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/28/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, related to Contract Amendment #2 submitted by KLJ in the amount of \$176,644.63, bringing the total contract amount to \$821,836.63. This Amendment is for additional Construction Administration.

Staff is recommending approval of Amendment #2 in the amount of \$176,644.63, bringing the total contract amount to \$821,836.63.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Contract Amendment #2.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Amendment #2 in the amount of \$176,644.63 to KLJ.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & Special Assessments

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u> </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u> </u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u> </u>


COMMITTEE

Tim Mahoney, Mayor
 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>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>

ATTEST:

C: Kristi Olson



 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Civil Engineer II
Date: January 22, 2019
Re: Master Services Agreement Task Order No. BN-17-A3 for Improvement District #BN-17-A1 – 19th Ave N from 57th St N to 45th St N Contract Amendment No. 2

Background:

The Substantial Completion Date for Improvement District #BN-17-A1 was August 13, 2018. This project is still under construction with a newly anticipated Substantial Completion Date of July 15, 2019. The Contractor is being charged Substantial Completion Liquidated Damages.

With this change in the Construction Contract of an additional 13 weeks of work, KLJ is requesting a Contract Amendment to cover the additional construction administration efforts for this period.

Attached is a letter and cost breakdown requesting Contract Amendment #2 in the amount of \$176,644.63 to complete the Construction Administration of 19th Avenue North. KLJ was awarded the contract in the following amount:

<u>Construction Administration:</u>	
Original Contract	\$ 499,891.00
Amendment No. 1	\$ 145,301.00
Amendment No. 2	\$ 176,644.63
Final	\$ 821,836.63

The total construction cost to date is \$8,073,365.15. This Amendment will increase the construction cost percentage from 8.0% to 10.18%.

Recommended Motion:

Approve Contract Amendment No. 2 in the amount of \$176,644.63 to KLJ, Inc.

JTL/klb
Attachment

C: Travis Wieber, KLJ
Scott Middaugh, KLJ



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

Improvement District No	BN-17-A3	Change Order No	2
Project Name	Consultant Services		
Date Entered	1/8/2019	For	Kadmas Lee & Jackson Inc

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

EXPLANATION OF CHANGE: Change Order # 2 - Master Services Agreement Task Order No. BN-17-A3 for I.D. BN-17-A1

The current contract between the City of Fargo and KLJ Engineering for the inspection of Improvement District BN-17-A1 was estimated to be complete in November of 2018. Now that the 2018 construction season is complete KLJ is estimating that the remaining work on the contract will be completed by July 15, 2019. This change in construction duration on 19th Avenue North is anticipated to take an additional 13 weeks. KLJ is requesting a contract amendment in the amount of \$170,644.63 to cover the additional construction administration efforts for this period.

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 (\$)
Consultant Services	1	Construction Administration	EA	499,891.00	145,301.00	845,192.00	176,844.63	821,836.63	1.00	176,644.63
Consultant Services Sub Total (\$)										176,644.63

Summary

Source Of Funding	Special Assessments	
Net Amount Change Order # 2 (\$)		176,644.63
Previous Change Orders (\$)		145,301.00
Original Contract Amount (\$)		499,891.00
Total Contract Amount (\$)		821,836.63

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
06/01/2018		0.00	0.00	06/01/2018	

Description

APPROVED

APPROVED DATE



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor

MARK ANDERSON *[Signature]*

Title
Vice President E&C

Department Head

Mayor

Attest

[Signature] 1/24/19



3203 32nd Avenue South, Suite 201
Fargo, ND 58103-6242
701 232 5353
KLIENG.COM

November 26, 2018

Jason Leonard
City of Fargo
200 3rd Street North
Fargo, ND 58102

Re: BN-17-A1 – Construction Administration Amendment Request #2

Dear Jason:

KLJ would like to request an amendment to the construction engineering task order for the referenced project.

The substantial and final completion dates for the referenced project are August 13, 2017 and September 27, 2018 respectively. In August of 2018, it was estimated that the project was going to be substantially completed by November of 2018. As of November 21, 2018, the project was open to the public but not completed.

Currently, it is assumed that Master Construction will resume construction activities April 15th, 2019 and complete the project by July 15, 2019. This is an additional 13-weeks from what KLJ has budgeted. KLJ is requesting a contract amendment to cover the additional construction administration efforts for this period.

Additionally, due to the increase project management time that has been required on this project, KLJ has included 5-hours per week of project management time to be used over the winter suspension period from December 1, 2018 to April 15, 2019. Please see the attached cost breakdown for additional details.

The rates that have been used for this amendment have been updated to reflect KLJ's 2018 rates that were included in the Master Professional Services Agreement.

The above items will increase the total contract from **\$645,192** to **\$821,836.63**.

We appreciate your consideration for this contract amendment. Please feel free to contact me with any questions at 701.271.4871 or scott.middaugh@kljeng.com.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Scott Middaugh'.

Scott Middaugh
Project Manager

Enclosure(s): Cost Breakdown
Project #: 14417100
cc: none



Construction Inspection				
Staff Type	Standard Hourly Rate	Number of Staff	Hours/Week	Cost for 13 Weeks
Engineer II	\$ 111.75	1.5	51	\$ 111,135.38
Construction Administration				
Staff Type	Standard Hourly Rate	Number of Staff	Hours/Week	Cost for 13 Weeks
Engineer III	\$ 146.00	1	5	\$ 9,490.00
Construction Staking				
Staff Type	Standard Hourly Rate	Number of Staff	Hours/Week	Cost for 13 Weeks
Surveyor I	\$ 83.75	1	15	\$ 16,331.25
Surveyor III	\$ 120.25	1	15	\$ 23,448.75
Surveyor IV	\$ 182.25	1	1	\$ 2,369.25
Sub Total				\$ 42,149.25
Additional Project Management through Winter Suspension				
Staff Type	Standard Hourly Rate	Number of Staff	Hours/Week	Cost for 19 Weeks
Engineer III	\$ 146.00	1	5	\$ 13,870.00
Total Cost				\$ 176,644.63

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

28

Improvement District No. BR-18-A1
NDDOT Project # CPU-NHU-8-010(043)940

Type: CPM Agreement with NDDOT

Location: Main Ave – Red River to Broadway Date of Hearing: 1/22/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/28/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding approval of the Cost Participation and Maintenance (CPM) Agreement with NDDOT for the reconstruction of Main Avenue from the Red River Bridge to Broadway. Funding for the project will consist of Federal Highway Funds from the NDDOT's Regional Highway System, Water Main Replacement Funds, Water Utility Funds, Sewer Utility Funds, Sales Tax (local), and Special Assessments.

Federal Highway Funds	\$ 7,332,764
State DOT Funds	\$ 821,799
Water Utility Funds	\$ 541,982
Wastewater Utility Funds	\$ 246,147
Street Sales Tax	\$ 593,595
<u>Special Assessments</u>	<u>\$ 2,273,006</u>
Total Estimated Project Cost	\$ 11,809,293

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the Cost Participation and Maintenance Agreement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the CPM Agreement with the NDDOT for the reconstruction of Main Avenue.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: NDDOT Regional Highway System (federal), Water Main Repl. Funds, Water/Sewer Utility Funds, Sales Tax (local) & Special Assessments


	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u> </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u> </u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u> </u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u> <input checked="" type="checkbox"/> </u>
Tim Mahoney, Mayor	<u> <input type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Nicole Crutchfield, Director of Planning	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	<u>Donald Kress</u>
Steve Dirksen, Fire Chief	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Bruce Grubb, City Administrator	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Ben Dow, Director of Operations	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Steve Sprague, City Auditor	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Brenda Derrig, City Engineer	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Kent Costin, Finance Director	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	

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, 2019

Subject: Improvement District No. BR-18-A
 NDDOT Project No. CPU-NHU-8-010(043)940
 Approval of Cost, Participation and Maintenance (CPM) Agreement with NDDOT for
 Main Avenue Construction Project – Red River to Broadway

Background:

I have attached a CPM Agreement from the Local Government Division of the NDDOT for this project on Main Avenue. This project is for the pavement reconstruction of Main Avenue from the Red River Bridge to Broadway. It provides for the replacement of the existing watermain, sanitary sewer, storm sewer, traffic signals, street lighting, sidewalks and roadway, as well as landscaping improvements.

Main Avenue is an arterial street that services Fargo and is part of the NDDOT Regional Highway System. The existing street section is deteriorated and in need of replacement. The sewer and water main replacement portions of the project will replace deteriorated mains and service piping that will be located under the new street section. The addition of the roundabout will help facilitate and improve traffic flows entering the City.

Funding for the project will consist of Federal Highway Funds from the NDDOT's Regional Highway System, Watermain Replacement Funds, Water Utility Funds, Sewer Utility Funds, Special Assessments and Sales Tax Funds (Local). The project's funding summary is as follows:

Federal Highway Funds	\$ 7,332,764
State DOT Funds	\$ 821,799
Water Utility Funds	\$ 541,982
Wastewater Utility Funds	\$ 246,147
Street Sales Tax	\$ 593,595
<u>Special Assessments</u>	<u>\$ 2,273,006</u>
Total Estimated Project Cost	\$ 11,809,293

This project is set to be bid in Bismarck on Friday, March 8 and the project is scheduled to have a Substantial Completion Date of October 25, 2019.

Recommended Motion:

I recommend approval of the CPM Agreement.

Attachments

**North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205

CFDA Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Striefel, Ardin L.

Telephone: 701-328-2559

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Project No.CPU-NHU-8-010(043)940

Location: FARGO MAIN AVE (WEST OF BROADWAY TO 2ND STREET)

Type of Improvement: Concrete Pavement, Curb & Gutter, Storm Sewer, Sanitary Sewer, Watermain, Sidewalk, Street Lighting, Landscaping, Traffic Signals, and Incidentals

Point of Beginning: Sta 2118+30 or RP 940.129

Point of Ending: Sta 2142+64.01 or RP 940.580

In consideration of the mutual benefits to be derived therefrom, it is agreed 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 Fargo, North Dakota, hereinafter referred to as the LPA, the project will be constructed in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

- a. Will pay 10 percent of the cost of rights of way and easements acquired for the project; and
- b. Will pay 10 percent of the total cost of all items which are determined eligible for funding participation. This total cost will include the actual construction cost plus 10 percent for the preliminary and construction engineering; and
- c. Will pay 100 percent of the construction costs plus 10 percent for the preliminary and construction engineering of all items as requested by the LPA for items determined to be non-participating or ineligible for federal aid. This work includes waterlines, watermain, sanitary sewer, and landscaping structural soils.

PART I

LPA Obligation:

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all



funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$10,749,925, with the LPA's estimated share being \$2,595,363.

3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

PART II

Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.

PART III

Maintenance

The LPA will, at its own expense, maintain or cause to be maintained, all portions of the project unless otherwise noted. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

1. The LPA is responsible for all maintenance activities. The LPA is also responsible for restoring to original condition any cuts in surface initiated by the LPA for utilities, etc. The LPA is responsible for all maintenance on service roads to include maintenance seals, signing, striping, snow plowing, and snow removal. Limits of the LPA's responsibilities are shown on the attached map.



2. The LPA will maintain the striping for parking and any striping located on side streets.
3. The LPA will be responsible to provide a local match for the cost of the initial seal following this project, and any future seals. The local match percentage will be the same as identified in this agreement.

PART IV

General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



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

APPROVED:

LPA of Fargo

Erik Johnson
LPA ATTORNEY (TYPE OR PRINT)

Dr. Timothy J. Mahoney
NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

* Mayor
TITLE

DATE

ATTEST:

Steve Sprague
AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

DIVISION DIRECTOR (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17, Rev. 08-18; C.M. 01/10/2019



Project \${FIELD:PROJECT_NUMBER}

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of Fargo will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Sales Tax, Water Utility, Sewer Utility, Watermain Replacement, and Special Assessments

Executed at Fargo, North Dakota, the last date below signed.

ATTEST:

Steve Sprague
AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of Fargo

Dr. Timothy J. Mahoney
NAME (TYPE OR PRINT)

SIGNATURE

* Mayor
TITLE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 02-18; Rev. 08-18; C.M. 01/10/2019



**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. 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.



Appendix A

CPU-NHU-8-010(043)940 Cost Estimate and Funding Breakdown - Fargo Main Avenue

Cost Estimate:	Total	Federal	State	City
Mainline	\$6,466,664 =	\$5,233,471	\$586,526	\$646,666
Storm Sewer	\$388,450 =	\$314,373	\$35,232	\$38,845
Subtotal =	\$6,855,114 =	\$5,547,844	\$621,759	\$685,511
Construction Engineering =	\$685,511 =	\$554,784	\$62,176	\$68,551
Watermain, Sanitary Sewer, and Landscaping	\$1,689,300 =	\$0	\$0	\$1,689,300
Subtotal =	\$9,229,925 =	\$6,102,628	\$683,935	\$2,443,363
Preliminary Engineering =	\$1,400,000 =	\$1,133,020	\$126,980	\$140,000
Utility Adjustments =	\$100,000 =	\$80,930	\$9,070	\$10,000
Railroad Flagging =	\$20,000 =	\$16,186	\$1,814	\$2,000
Total of Engineer's Estimate =	\$10,749,925 =	\$7,332,764	\$821,799	\$2,595,363

Note: The costs above are estimated.

1/3/2019

STATE	ND	PROJECT NO.	CPU-NHU-8-010(043)940	PCN	22352	SECTION NO.	1	SHEET NO.	1
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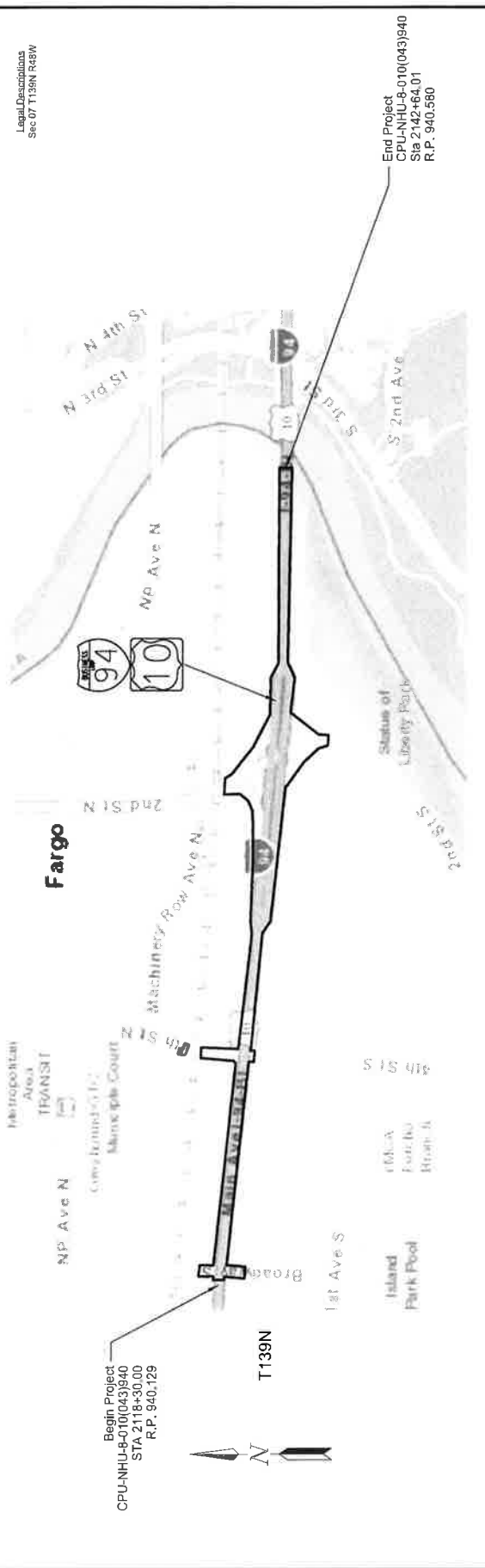
**JOB # 1
NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

DESIGN DATA	
Traffic	Average Daily
Current, 2015	Pass: 20,070 Trucks: 410 Total: 20,480
Forecast, 2040	Pass: 21,619 Trucks: 441 Total: 22,060
Clear Zone Distance: 14'	Design Speed: 30 MPH
Minimum Sight Dist. for Stopping: 200'	Bridges: NA
Pavement Design Life 30 (years) Concrete, 20 (years) HBP	
Design Accumulated One-way Heavy Trucks: 4,869,260; One-way Flexible ESALs: 1,969,049	

GOVERNING SPECIFICATIONS:
2014 Standard Specifications adopted by the North Dakota Department of Transportation and the Supplemental Specifications effective on the date the project is advertised.

PROJECT NUMBER: DESCRIPTION CPU-NHU-8-010(043)940 NET MILES 0.451 GROSS MILES 0.451

City of Fargo Improvement District No. BR-18-A1
Fargo Main Avenue From Broadway to 2nd Street
FHWA Project of Division Interest (PODI)
Cass County
Portland Cement Concrete Pavement, Curb & Gutter, Storm Sewer
Sanitary Sewer, Watermain, Sidewalk, Street Lighting, Landscaping, Traffic Signals & Incidentals



Begin Project CPU-NHU-8-010(043)940 STA 2118+30.00 R.P. 940.129

End Project CPU-NHU-8-010(043)940 Sta 2142+64.01 R.P. 940.560

DESIGNER	Jacob Folkeringa
DESIGNER	Adrian Potter
DESIGNER	Steve McHenry
DESIGNER	Nicholas Schiepp
DESIGNER	Joshua Olson
DESIGNER	Eric Ladley
DESIGNER	Devin Power
DESIGNER	Erin Hunker

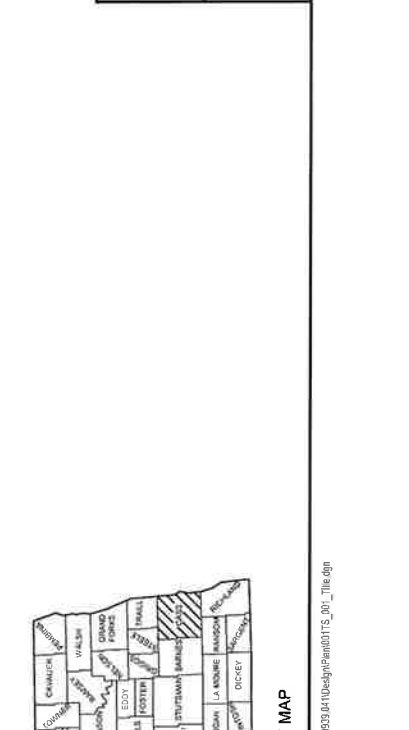
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SRF CONSULTING GROUP, INC.

This document is preliminary and not for construction or implementation purposes.

CITY OF FARGO

ND DEPARTMENT OF TRANSPORTATION OFFICE OF PROJECT DEVELOPMENT



STATE COUNTY MAP

px:\srf\sw_bentley\com\sf\p\Documents\Projects\8010039_0410\Design\Plan\0115_001_The.dgn

**North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205

CFDA Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Striefel, Ardin L.

Telephone: 701-328-2559

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Project No.CPU-NHU-8-010(043)940

Location: FARGO MAIN AVE (WEST OF BROADWAY TO 2ND STREET)

Type of Improvement: Concrete Pavement, Curb & Gutter, Storm Sewer, Sanitary Sewer, Watermain, Sidewalk, Street Lighting, Landscaping, Traffic Signals, and Incidentals

Point of Beginning: Sta 2118+30 or RP 940.129

Point of Ending: Sta 2142+64.01 or RP 940.580

In consideration of the mutual benefits to be derived therefrom, it is agreed 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 Fargo, North Dakota, hereinafter referred to as the LPA, the project will be constructed in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

- a. Will pay 10 percent of the cost of rights of way and easements acquired for the project; and
- b. Will pay 10 percent of the total cost of all items which are determined eligible for funding participation. This total cost will include the actual construction cost plus 10 percent for the preliminary and construction engineering; and
- c. Will pay 100 percent of the construction costs plus 10 percent for the preliminary and construction engineering of all items as requested by the LPA for items determined to be non-participating or ineligible for federal aid. This work includes waterlines, watermain, sanitary sewer, and landscaping structural soils.

PART I

LPA Obligation:

- 1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
- 2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all



funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$10,749,925, with the LPA's estimated share being \$2,595,363.

3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

PART II

Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.

PART III

Maintenance

The LPA will, at its own expense, maintain or cause to be maintained, all portions of the project unless otherwise noted. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

1. The LPA is responsible for all maintenance activities. The LPA is also responsible for restoring to original condition any cuts in surface initiated by the LPA for utilities, etc. The LPA is responsible for all maintenance on service roads to include maintenance seals, signing, striping, snow plowing, and snow removal. Limits of the LPA's responsibilities are shown on the attached map.



2. The LPA will maintain the striping for parking and any striping located on side streets.
3. The LPA will be responsible to provide a local match for the cost of the initial seal following this project, and any future seals. The local match percentage will be the same as identified in this agreement.

PART IV

General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



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

APPROVED:

LPA of Fargo

Erik Johnson
LPA ATTORNEY (TYPE OR PRINT)

Dr. Timothy J. Mahoney
NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

* Mayor
TITLE

DATE

ATTEST:

Steve Sprague
AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

DIVISION DIRECTOR (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17, Rev. 08-18; C.M. 01/10/2019



Project \${FIELD:PROJECT_NUMBER}

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of Fargo will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Sales Tax, Water Utility, Sewer Utility, Watermain Replacement, and Special Assessments

Executed at Fargo, North Dakota, the last date below signed.

ATTEST:

Steve Sprague
AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of Fargo

Dr. Timothy J. Mahoney
NAME (TYPE OR PRINT)

SIGNATURE

* Mayor
TITLE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 02-18; Rev. 08-18; C.M. 01/10/2019



**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.P.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. 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.



Appendix A

CPU-NHU-8-010(043)940 Cost Estimate and Funding Breakdown - Fargo Main Avenue

Cost Estimate:	Total	Federal	State	City
Mainline	\$6,466,664 =	\$5,233,471	\$586,526	\$646,666
Storm Sewer	\$388,450 =	\$314,373	\$35,232	\$38,845
Subtotal =	\$6,855,114 =	\$5,547,844	\$621,759	\$685,511
Construction Engineering =	\$685,511 =	\$554,784	\$62,176	\$68,551
Watermain, Sanitary Sewer, and Landscaping	\$1,689,300 =	\$0	\$0	\$1,689,300
Subtotal =	\$9,229,925 =	\$6,102,628	\$683,935	\$2,443,363
Preliminary Engineering =	\$1,400,000 =	\$1,133,020	\$126,980	\$140,000
Utility Adjustments =	\$100,000 =	\$80,930	\$9,070	\$10,000
Railroad Flagging =	\$20,000 =	\$16,186	\$1,814	\$2,000
Total of Engineer's Estimate =	\$10,749,925 =	\$7,332,764	\$821,799	\$2,595,363

Note: The costs above are estimated.

1/3/2019

STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	CPU-NHU-8-010(043)940	22352	1	1

JOB # 1

NORTH DAKOTA

DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS:
2014 Standard Specifications adopted by the North Dakota Department of Transportation and the Supplemental Specifications effective on the date the project is advertised.

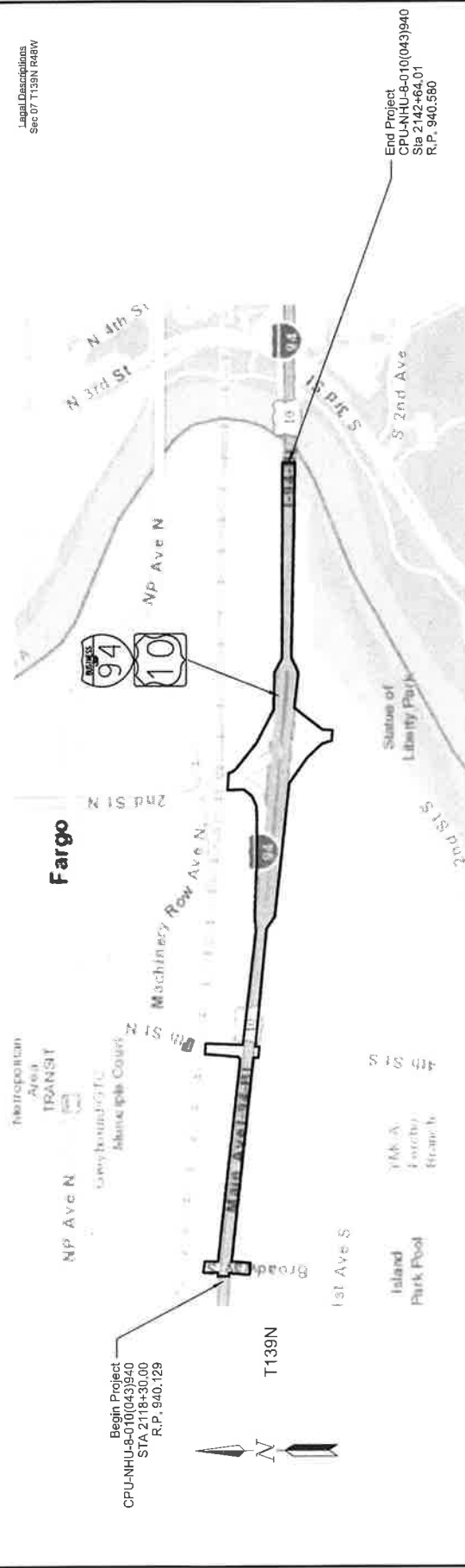
CPU-NHU-8-010(043)940
City of Fargo Improvement District No. BR-18-A1
Fargo Main Avenue From Broadway to 2nd Street
FHWA Project of Division Interest (PODI)

PROJECT NUMBER DESCRIPTION NET MILES GROSS MILES
CPU-NHU-8-010(043)940 0.451 0.451

Sanitary Sewer, Watermain, Sidewalk, Street Lighting, Landscaping, Traffic Signals & Incidentals

Legal Descriptions,
Sec 07 T139N R40W

DESIGN DATA	
Traffic	Average Daily
Current, 2015	Pass: 20,070 Trucks: 410 Total: 20,480
Forecast, 2040	Pass: 21,619 Trucks: 441 Total: 22,060
Clear Zone Distance: 14'	Design Speed: 30 MPH
Minimum Sight Dist. for Stopping: 200'	Bridges: NA
Pavement Design Life 30 (years) Concrete, 20 (years) HBP	
Design Accumulated One-way Heavy Trucks: 4,669,260; One-way Flexible ESALS: 1,969,049	



DESIGNER	Jacob Fokertinga
DESIGNER	Adrian Potter
DESIGNER	Steve McHenry
DESIGNER	Nichole Schleppe
DESIGNER	Joshua Olson
DESIGNER	Eric Ladley
DESIGNER	Devlin Power
DESIGNER	Eric Hunter



STATE COUNTY MAP

CITY OF FARGO

ND DEPARTMENT OF TRANSPORTATION
OFFICE OF PROJECT DEVELOPMENT

SRF CONSULTING GROUP, INC.

This document is preliminary and not for construction or implementation purposes.

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

29

Improvement District No. BN-19-A2 Type: Utility Relocation
 Location: 52 Ave S, 45 St – 63 St Date of Hearing: 1/22/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/28/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The committee reviewed a communication from Division Engineer, Kevin Gorder, regarding relocation of Minnkota Power's high voltage transmission line.

The line parallels 52 Avenue South right-of-way on the north side. Previously, there were five locations identified by Minnkota that needed to be relocated to facilitate the street construction. Upon further review, four additional locations were found to be in conflict. One of the additional locations found was able to be eliminated through design modification, leaving a total of eight conflicting locations. The estimated cost for all relocations and adjustments is \$81,000, which is \$24,000 more than previously stated.

Staff has reviewed the submitted costs and is recommending approval.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to approve the amended utility relocation and payment to Minnkota Power.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the amended utility relocation and authorize payment to Minnkota Power for the adjusted amount of \$81,000.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: NDDOT Urban Roads Program, City of West Fargo, Cass County Highway Department, Southeast Cass Water Resource District, Special Assessments

	Yes	No
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

	Present	Yes	No	Unanimous
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Donald Kress
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: PWPEC

From: Kevin Gorder, Division Engineer

CC: Jeremy Gorden, Division Engineer

Date: January 22, 2019

Re: Project # BN-19-A2 Federal Aid Project SU-8-984(164) reconstruction of 52nd Avenue from 45th Street west to just west of 63rd Street
Minnkota Power Utility relocation

Project BN-19-A2 reconstructs and widens 52nd Avenue South from 45th Street South to just west of 63rd Street South. The project is slated for re-bid January 11, 2019. Minnkota Powers's high voltage transmission line parallels the 52nd Avenue right-of-way on the north side. Originally, Minnkota provided an estimate of \$57,000 to move their lines based on five locations identified as conflicts. Four additional locations were in conflict but we wanted to look at design modifications to eliminate the conflicts that were cheaper than moving Minnkota's power lines. Plan elevations were given to Minnkota and one conflict was eliminated but another was identified near Drain 27. Design changes were made to the traffic signal at Veterans by moving a signal pole 12' but it was not enough to meet Minnkota's clearance requirements. Total estimated cost is \$81,000 with \$57,000 approved last week for an increase of \$24,000. A breakdown of work is attached.

Funding for this project comes from Federal Aid through the NDDOT Urban Roads Program, City of West Fargo, Cass County Highway Department, Southeast Cass Water Resource District, and City of Fargo Special Assessment Funds. Engineering staff have reviewed the submitted costs and feel they are reasonable for the work required. Minnkota Power will invoice the City for the actual costs as the work is completed.

Recommended Motion:

Amend the estimated payment to Minnkota Power from \$57,000 to \$81,000 based on preliminary estimates for the relocation and adjustments to their transmission lines due to the 52nd Avenue South reconstruction.

Attachment

Conflict	LINE ROAD	STR.	Note/Option 1	Note/Option 2	Note/Option 3	Note/Option 4	Cost Estimate
1	901B U-Turn area, E of 47th approach	14	Replace	RAISE 5-10'	Offset		\$ 11,500.00
2	901B Right Turn Lane from 52nd to Vets	3	Replace	RAISE 5-10'	Offset		\$ 11,500.00
3	901B Drainage 27	9	Replace	Raise 5'	replace guys	Move 10' West	\$ 8,000.00
4	901B Drainage 27	10	Replace	Raise 5'	replace guys		\$ 8,000.00
5	901B U-Turn area, E of 53rd approach	7	Replace	RAISE 5-10'	Offset		\$ 11,500.00
6	901A 52nd/ 4th north bound	81A	ADD NEW STR.				\$ 7,000.00
7	901A 52nd/ 4th north bound	81	REPLACE	RAISE	Traffic light moved 12ft North		\$ 7,000.00
8	901A 52nd/ 4th north bound	80	REPLACE	RAISE	Traffic light moved 12ft North		\$ 7,000.00
	ENGINEERING COST						\$ 9,500.00
	Total						\$ 81,000.00

Minnkota Power Cooperative, Inc.
SERVICE AGREEMENT

This Agreement, made by and between **The City of Fargo**, organized and existing under the laws of the state North Dakota, whose post office address is **225 4th Street North, Fargo, ND 58102**, hereinafter called the "Requesting Party," as First Party, and Minnkota Power Cooperative, Inc., whose address is 5301 32nd Avenue South, Grand Forks, North Dakota 58201, hereinafter called "Minnkota," as Second Party, witnesseth:

THAT WHEREAS, Minnkota owns certain facilities and structures, used in connection with its generation and transmission network;

AND WHEREAS, Requesting Party has requested of Minnkota that the following changes and/or alterations (the "Work") be made in connection with such facilities, to-wit:

- 1. Modify Three Tangent structures to offset to accommodate the new turn lane and U-Turn lanes on poles 3, 7, and 14. (See Exhibit A)**
- 2. Raise and replace structures 9 and 10 on either side of County Drainage 27 to add clearance for new Bridge deck. (See Exhibit B)**
- 3. Modify and raise Structures 80 and 81, while adding a new pole to the east all to accommodate the new traffic light going in on the 52nd Ave and 4th St E intersection. (See Exhibit C)**

AND WHEREAS, Minnkota has heretofore furnished to Requesting Party an estimate of the costs of the Work, in the amount of **\$81,000** it being understood that the estimate is not firm in its price, but is to be used only for reference purposes, and that Requesting Party will be obligated to pay to Minnkota the actual costs in addition to all applicable Minnkota overhead costs incurred in performing the Work;

NOW, THEREFORE, the Parties agree as follows, to-wit:

1. Minnkota personnel will do the Work on behalf of the Requesting Party, pursuant to this agreement.

Page 252
2. The Requesting Party agrees to pay to Minnkota the actual costs and expenses incurred in performing the Work, including Minnkota's applicable charges for the overhead associated with having third parties perform all or a portion of the Work along with all the costs of obtaining the necessary right-of-way or easements.

3. Payment to Minnkota may be required during the performance of the Work as well as after completion of the Work. All payments shall be due within 30 days after receipt of an invoice for the costs and expenses incurred. In addition, Minnkota may, in its discretion, require advance payment prior to commencing the Work or prior to engaging any third party contractor(s) or supplier(s).

4. The Requesting Party specifically acknowledges and understands that the receipt of the estimate of the costs of work to be done is only an estimate. Due to the uncertain nature of site conditions, material and/or labor shortages, and other factors, the actual costs for completing the Work could be greater or less but will, in either case, be paid to Minnkota.

5. In the event that the Requesting Party should decide not to proceed with the Work, the Requesting Party may serve formal notice of cancellation upon Minnkota and shall also reimburse Minnkota for any costs and expense incurred under the terms of this Agreement up to the time that the notice of cancellation is acknowledged in writing by Minnkota which shall be done as soon as reasonably possible after its receipt by Minnkota.

6. After reasonable effort, if Minnkota is unable, to obtain, on a voluntary basis at a cost commensurate to that which Minnkota might normally pay on its own behalf, the necessary right-of-way for the relocation of those facilities defined in the Work, Minnkota may choose to resort to a condemnation action to obtain such right-of-way but all costs, fees (including attorneys' fees) and expenses for doing so shall be borne by the Requesting Party and advanced as necessary.

7. Under no circumstances will Minnkota be responsible for delays in the performance of the Work including but not limited to the added delay resulting from a condemnation action should that become necessary to complete the Work.

8. Requesting Party shall have the right to audit the Minnkota records directly relating to the
Page 253 Work to determine that the costs and charges made in doing the work are actual expenses
and charges of Minnkota.

9. Except for gross negligence and intentional misconduct, the Requesting Party agrees to
hold Minnkota harmless for any costs, expenses and liability incurred while doing the Work
for any reason whatsoever.

IN WITNESS WHEREOF, the Parties have set their hands and seals.

City of Fargo

Print name: Timothy J. Mahoney, M.D.

Mayor

Title

Minnkota Power Cooperative, Inc.

Print name: Wayne Lembke

Civil Engineering Manager

Title



Exhibit B





The remainder of this page is intentionally left blank.

30

January 22, 2019

Honorable Board of
City Commissioners
City of Fargo
Fargo, ND

Re: Low Bid Award and Contract Award
52nd Avenue S Reconstruction Project – 45th Street to 63rd Street
City of Fargo Improvement District No. BN-19-A2
NDDOT Project SU-8-984(164)

Dear Commissioners:

Bids were opened by the NDDOT on Friday, January 11, 2019, for this large street reconstruction project on 52nd Avenue South. The bids were as follows:

KPH Inc.	\$ 19,197,385.45
Dakota Underground Co.	\$ 19,330,792.30
Strata Corporation	\$ 19,570,933.59
Northern Improvement Company	\$ 21,297,519.57
Engineer's Estimate	\$ 18,560,312.60

There were no protests received and this project requires no special assessment escrow.

Recommended Motion

Concur with low bid and recommend the City of Fargo award the low bid to KPH Inc. in the amount of \$19,197,385.45 as the lowest and best bid.

Sincerely,



Brenda E. Derrig, P.E.
City Engineer

Attachments

C: Steve Sprague
Jamie Bullock
Jeremy Gorden

ENGINEER'S STATEMENT OF ESTIMATED COST

GRADING, SALVAGED BASE, PC CONCRETE PAVEMENT, HOT MIX ASPHALT, STORM DRAIN, STREET LIGHTING, TRAFFIC SIGNALS, PAVEMENT MARKING, SHARED USE PATH, SIDEWALK, BRIDGE, WATER MAIN & INCIDENTALS

Improvement District No. BN-19-A
 NDDOT Project No. SU-8-984(164), PCN 22007
 52nd Avenue S - 45th Street to 63rd Street

I. Project Cost Summary

	Federal/NDDOT Participating	Federal/NDDOT Non-Participating	Subtotal	Federal Funding Share	West Fargo Share	Local Share
A. Construction:						
Road & Bridge Construction	\$ 18,843,338	\$ -	\$ 18,843,338	\$ 9,349,354	\$ -	\$ 9,493,984
Watermain and Sewer	\$ -	\$ 354,048	\$ 354,048	\$ -	\$ -	\$ 354,048
			\$ 19,197,385	\$ 9,349,354	\$ -	\$ 9,848,031
B. Special Items:						
1. Private Utility Adjustments:	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ 750,000
2. Right of Way & Easements:	\$ -	\$ 626,134	\$ 626,134	\$ -	\$ -	\$ 626,134
3. Consulting Engineering Fee for Environmental Clearance and Design:	\$ -	\$ 924,000	\$ 924,000	\$ -	\$ 42,000	\$ 882,000
4. Consulting Engineering Fee for Construction Administration Services:	\$ -	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ 250,000
			\$ 2,550,134	\$ -	\$ 42,000	\$ 2,508,134
A + B Cost Subtotals:			\$ 21,747,519	\$ 9,349,354	\$ 42,000	\$ 12,356,165

II. Cost Participation

A. Federal - Urban Roads Program funds (see Note 1)	9,349,354	
B. SE Cass Water Resource District		\$ 486,156
C. Cass County Highway Department		\$ 1,400,000
D. City of West Fargo		\$ 425,253
E. Fargo funds		see below

III. Fargo Cost Summary

A. Fees (on Fargo construction cost only)		Fargo Share Construction Cost	\$ 7,578,622	b
1. In House Engineering:	7.0%		\$ 530,504	
2. Legal:	3.0%		\$ 227,359	
3. Contingency:	10.0%		\$ 757,862	
4. Administration:	6.0%		\$ 454,717	
5. Interest:	4.0%		\$ 303,145	
6. Subtotal - Fees:			\$ 2,273,587	c
B. Fargo Cost Distribution				
1. Total Fargo Project Cost:			\$ 12,360,343	a+b+c
2. Funding Sources:				
Special Assessments:			\$ 10,798,637	
Infrastructure Sales Tax:			\$ 1,561,705	

Note 1: Water and Sewer on this project is not eligible for federal cost participation. Fed participation for Urban Road Program is capped at \$9,349,354.

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



Date: 1-24-2019

B. E. D.

City Engineer



North Dakota Department of Transportation

Thomas K. Sorel
Director

Doug Burgum
Governor

January 11, 2019

Ms. Brenda Derrig
City Engineer
225 4th St. N
Fargo, ND 58102

PROJECT: SU-8-984(164), PCN 22007- FARGO 52ND AVE S FROM WEST OF 63RD ST S TO 45TH ST S

Bids for the construction on the above noted project were taken at our bid opening of January 11, 2019. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for Grading, Salvaged Base, PCC Pavement, HMA, Storm Drain, Lighting, Signals, Pavement Marking, Shared Use Path, Reinforced Concrete Sidewalk, Bridge, and Watermain was submitted by KPH, Inc. of Fargo, ND in the amount of \$19,197,385.45. According to the agreement with the City of Fargo, the City's share is estimated to be \$11,767,770.00. Federal Funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$9,349,354. The balance of the project cost is the obligation of the City.

The Department will review the low bidder's proposal to assure that the Disadvantaged Business Enterprise Program requirements have been met. Upon review of the contractor's Disadvantaged Business Enterprise Program, the Department will advise you via email whether this project may be awarded. The City must award the contract before the Department will concur in the award, therefore, the City must notify the Department in writing as soon as possible after the award is made. Contracts cannot be executed prior to the date of the Department's concurrence.

Questions should be addressed to the Construction Services Division at 701-328-2566.


PHILLIP MURDOFF, P.E. - CONSTRUCTION SERVICES ENGINEER

80/pm/lp
Enclosure

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Project Number: **SU-8-984(164)**

PCN: **22007**

Job Number: **1**

Bid Opening Date: **1/11/2019**

English/Metric: **ENGLISH**

Signed Date:

Contract with **KPH INC FARGO, ND**

County(s): **CASS**

Location: **FARGO 52ND AVE S FROM WEST OF 63RD ST S TO 45TH ST S**

North Dakota FEDERAL AID

Bid Opening Date: 1/11/2019

Project Number: SU-8-984(164)

PCN: 22007

Job Number: 1

English/Metric: ENGLISH

Roadway: URBAN

WEST OF 63RD ST S TO 45TH ST/S

Type: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN, LIGHTING, SIGNALS, PAVEMENT MARKING, SHARED USE PATH, REINF CONCRETE SIDEWALK, BRIDGE AND WATER MAIN.

Participating: Y

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
103 0100	CONTRACT BOND	1.000	L SUM	\$100,000.00	\$100,000.00
201 0330	CLEARING & GRUBBING	1.000	L SUM	\$2,700.00	\$2,700.00
202 0114	REMOVAL OF CONCRETE PAVEMENT	1,032.000	SY	\$11.00	\$11,352.00
202 0130	REMOVAL OF CURB & GUTTER	2,218.000	LF	\$7.00	\$15,526.00
202 0136	REMOVAL OF PAVEMENT	38,763.000	TON	\$7.00	\$271,341.00
202 0174	REMOVAL OF PIPE ALL TYPES AND SIZES	2,444.000	LF	\$18.00	\$43,992.00
202 0210	REMOVAL OF MANHOLES	1.000	EA	\$1,300.00	\$1,300.00
202 0231	REMOVE & RESET INLETS	1.000	EA	\$1,300.00	\$1,300.00
203 0101	COMMON EXCAVATION-TYPE A	11,169.000	CY	\$6.75	\$75,390.75
203 0109	TOPSOIL	14,335.000	CY	\$9.00	\$129,015.00
203 0138	COMMON EXCAVATION-SUBCUT	1,683.000	CY	\$4.00	\$6,732.00
203 0140	BORROW-EXCAVATION	145,345.000	CY	\$10.00	\$1,453,450.00
216 0100	WATER	2,253.000	M GAL	\$10.00	\$22,530.00
230 0165	SUBGRADE PREPARATION-TYPE A-12IN	92.700	STA	\$2,500.00	\$231,750.00
251 0300	SEEDING CLASS III	17.850	ACRE	\$1,450.00	\$25,882.50
251 2000	TEMPORARY COVER CROP	17.850	ACRE	\$95.00	\$1,695.75
253 0201	HYDRAULIC MULCH	17.850	ACRE	\$1,555.00	\$27,756.75
253 0301	BONDED FIBER MATRIX	17.850	ACRE	\$3,650.00	\$65,152.50
255 0104	ECB TYPE 4	503.000	SY	\$4.00	\$2,012.00
256 0100	RIPRAP GRADE I	42.000	CY	\$90.00	\$3,780.00
260 0200	SILT FENCE SUPPORTED	1,618.000	LF	\$2.50	\$4,045.00
260 0201	REMOVE SILT FENCE SUPPORTED	1,618.000	LF	\$1.00	\$1,618.00
302 0101	SALVAGED BASE COURSE	32,836.000	CY	\$31.00	\$1,017,916.00
401 0050	TACK COAT	737.000	GAL	\$4.50	\$3,316.50
401 0060	PRIME COAT	1,591.000	GAL	\$6.70	\$10,659.70
430 0043	SUPERPAVE FAA 43	2,313.000	TON	\$66.00	\$152,658.00
430 1000	CORED SAMPLE	16.000	EA	\$145.00	\$2,320.00
430 5834	PG 58-34 ASPHALT CEMENT	139.000	TON	\$690.00	\$95,910.00
550 0310	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	63,559.000	SY	\$70.00	\$4,449,130.00
702 0100	MOBILIZATION	1.000	L SUM	\$1,500,000.00	\$1,500,000.00
704 1000	TRAFFIC CONTROL SIGNS	6,297.000	UNIT	\$4.00	\$25,188.00
704 1037	ATTENUATION DEVICE-TYPE B-35	2.000	EA	\$1,750.00	\$3,500.00
704 1052	TYPE III BARRICADE	53.000	EA	\$140.00	\$7,420.00
704 1054	SIDEWALK BARRICADE	8.000	EA	\$88.00	\$704.00
704 1060	DELINEATOR DRUMS	240.000	EA	\$33.00	\$7,920.00
704 1072	FLEXIBLE DELINEATORS	54.000	EA	\$28.00	\$1,512.00
704 1087	SEQUENCING ARROW PANEL-TYPE C	2.000	EA	\$666.00	\$1,332.00
704 1500	OBLITERATION OF PAVEMENT MARKING	616.000	SF	\$3.00	\$1,848.00
704 4011	PORTABLE CHANGEABLE MESSAGE SIGN	2.000	EA	\$5,800.00	\$11,600.00
706 0400	FIELD OFFICE	1.000	EA	\$25,000.00	\$25,000.00
706 0500	AGGREGATE LABORATORY	1.000	EA	\$11,000.00	\$11,000.00
706 0550	BITUMINOUS LABORATORY	1.000	EA	\$6,000.00	\$6,000.00
706 0600	CONTRACTOR'S LABORATORY	1.000	EA	\$6,000.00	\$6,000.00
708 1540	INLET PROTECTION-SPECIAL	77.000	EA	\$185.00	\$14,245.00

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota FEDERAL AID

Bid Opening Date: 1/11/2019

Project Number: SU-8-984(164)

PCN: 22007

Job Number: 1

English/Metric: ENGLISH

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
708 1541	REMOVE INLET PROTECTION-SPECIAL	77.000	EA	\$55.00	\$4,235.00
709 0151	GEOSYNTHETIC MATERIAL TYPE R1	86,121.000	SY	\$2.00	\$172,242.00
714 3000	END SECT-CONC REINF 12IN	1.000	EA	\$140.00	\$140.00
714 3010	END SECT-CONC REINF 18IN	1.000	EA	\$1,900.00	\$1,900.00
714 3050	END SECT-CONC REINF 54IN	1.000	EA	\$5,100.00	\$5,100.00
714 5045	PIPE CORR STEEL .064IN 36IN	41.000	LF	\$110.00	\$4,510.00
714 9660	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	1.000	EA	\$1,500.00	\$1,500.00
714 9696	EDGEDRAIN NON PERMEABLE BASE	26,671.000	LF	\$7.85	\$209,367.35
714 9909	FLAP GATE 15IN	1.000	EA	\$2,400.00	\$2,400.00
714 9911	FLAP GATE 21IN	1.000	EA	\$3,100.00	\$3,100.00
714 9912	FLAP GATE 24IN	1.000	EA	\$3,700.00	\$3,700.00
722 0100	MANHOLE 48IN	11.000	EA	\$2,600.00	\$28,600.00
722 0110	MANHOLE 60IN	14.000	EA	\$4,100.00	\$57,400.00
722 0120	MANHOLE 72IN	2.000	EA	\$6,300.00	\$12,600.00
722 0130	MANHOLE 84IN	6.000	EA	\$7,500.00	\$45,000.00
722 0140	MANHOLE 96IN	1.000	EA	\$10,500.00	\$10,500.00
722 1100	MANHOLE RISER 48IN	98.420	LF	\$150.00	\$14,763.00
722 1110	MANHOLE RISER 60IN	87.430	LF	\$185.00	\$16,174.55
722 1120	MANHOLE RISER 72IN	15.160	LF	\$240.00	\$3,638.40
722 1130	MANHOLE RISER 84IN	45.360	LF	\$410.00	\$18,597.60
722 1140	MANHOLE RISER 96IN	6.740	LF	\$550.00	\$3,707.00
722 2490	MANHOLE STORM CONNECTION	3.000	EA	\$1,500.00	\$4,500.00
722 3410	MANHOLE REPAIR	6.000	EA	\$2,500.00	\$15,000.00
722 3510	INLET-TYPE 2	19.000	EA	\$2,400.00	\$45,600.00
722 3520	INLET-TYPE 2 DOUBLE	6.000	EA	\$4,000.00	\$24,000.00
722 3701	INLET SPECIAL-TYPE 2 48IN	18.000	EA	\$3,000.00	\$54,000.00
722 3761	INLET SPECIAL-TYPE 2 60IN	1.000	EA	\$4,000.00	\$4,000.00
722 3825	INLET SPECIAL-TYPE 2 DOUBLE 84IN	5.000	EA	\$9,500.00	\$47,500.00
722 4005	INLET CATCH BASIN	15.000	EA	\$1,400.00	\$21,000.00
722 4108	INLET SPECIAL CATCH BASIN 48IN	2.000	EA	\$2,100.00	\$4,200.00
722 4110	INLET SPECIAL CATCH BASIN 60IN	1.000	EA	\$3,100.00	\$3,100.00
722 4112	INLET SPECIAL CATCH BASIN 72IN	2.000	EA	\$4,400.00	\$8,800.00
722 4114	INLET SPECIAL CATCH BASIN 84IN	3.000	EA	\$5,900.00	\$17,700.00
722 4116	INLET SPECIAL CATCH BASIN 96IN	2.000	EA	\$6,800.00	\$13,600.00
748 0140	CURB & GUTTER-TYPE I	34,650.000	LF	\$21.00	\$727,650.00
750 0030	PIGMENTED IMPRINTED CONCRETE	4,187.000	SY	\$76.00	\$318,212.00
750 0125	SIDEWALK CONCRETE 5IN	16,018.000	SY	\$45.00	\$720,810.00
750 0140	SIDEWALK CONCRETE 6IN	770.000	SY	\$48.00	\$36,960.00
750 0210	CONCRETE MEDIAN NOSE PAVING	121.000	SY	\$105.00	\$12,705.00
750 1000	DRIVEWAY CONCRETE	341.000	SY	\$55.00	\$18,755.00
750 2115	DETECTABLE WARNING PANELS	734.000	SF	\$39.00	\$28,626.00
752 0911	TEMPORARY SAFETY FENCE	2,650.000	LF	\$4.00	\$10,600.00
754 0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	446.000	SF	\$21.00	\$9,366.00
754 0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	319.000	SF	\$19.00	\$6,061.00
754 0193	FLEXIBLE DELINEATORS-TYPE D	75.000	EA	\$68.00	\$5,100.00
754 0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	1,073.000	LF	\$20.00	\$21,460.00
762 0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	960.000	SF	\$28.00	\$26,880.00
762 0420	SHORT TERM 4IN LINE-TYPE R	11,142.000	LF	\$1.50	\$16,713.00
762 0424	SHORT TERM 8IN LINE-TYPE R	902.000	LF	\$2.25	\$2,029.50
762 0426	SHORT TERM 24IN LINE-TYPE R	27.000	LF	\$20.00	\$540.00

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota FEDERAL AID

Bid Opening Date: 1/11/2019

Project Number: SU-8-984(164)

PCN: 22007

Job Number: 1

English/Metric: ENGLISH

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
762 0440	SHORT TERM MESSAGE-TYPE R	64.000	SF	\$15.00	\$960.00
762 1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	5,264.000	LF	\$3.10	\$16,318.40
762 1307	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	27.000	LF	\$9.00	\$243.00
762 1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	14,538.000	LF	\$9.00	\$130,842.00
762 1317	PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	342.000	LF	\$18.00	\$6,156.00
762 1325	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	1,730.000	LF	\$31.00	\$53,630.00
762 1344	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	4,102.000	LF	\$10.00	\$41,020.00
764 0131	W-BEAM GUARDRAIL	508.000	LF	\$10.00	\$5,080.00
764 0145	W-BEAM GUARDRAIL END TERMINAL	4.000	EA	\$2,355.00	\$9,420.00
764 0151	REMOVE W-BEAM GUARDRAIL & POSTS	336.000	LF	\$4.50	\$1,512.00
764 2081	REMOVE END TREATMENT & TRANSITION	4.000	EA	\$225.00	\$900.00
764 9011	ATTENUATING CRASH CUSHION TL-3	5.000	EA	\$24,000.00	\$120,000.00
770 0003	LIGHTING SYSTEM A	4.000	EA	\$85,000.00	\$340,000.00
770 0004	LIGHTING SYSTEM B	1.000	EA	\$8,200.00	\$8,200.00
772 2800	INTERIM TRAFFIC SIGNALS	1.000	EA	\$18,000.00	\$18,000.00
772 2904	REVISE TRAFFIC SIGNAL SYSTEM	1.000	EA	\$190,000.00	\$190,000.00
772 3125	REMOVE TRAFFIC SIGNAL SYSTEM	1.000	EA	\$3,850.00	\$3,850.00
772 9200	IT SYSTEM	1.000	EA	\$87,000.00	\$87,000.00
772 9811	TRAFFIC SIGNAL SYSTEM - SITE 1	1.000	EA	\$263,000.00	\$263,000.00
772 9812	TRAFFIC SIGNAL SYSTEM - SITE 2	1.000	EA	\$271,000.00	\$271,000.00
910 0570	MODIFY MANHOLE	1.000	EA	\$16,500.00	\$16,500.00
970 0300	BENCH	2.000	EA	\$1,300.00	\$2,600.00
970 0320	TRASH RECEPTACLE	2.000	EA	\$1,300.00	\$2,600.00
990 0400	PIPE CLEANOUT	20.000	EA	\$600.00	\$12,000.00

Subtotal **\$14,298,974.25**

Eng and Contg **\$1,429,897.43**

Total **\$15,728,871.68**

Length **1.7860 Miles**

Construction

Estimated Cost **\$15,728,871.68**

SU FEDERAL FUNDS	LIMITED	\$9,349,354.00
SU FARGO CITY FUNDS	19.07%	\$6,379,517.68

North Dakota FEDERAL AID

Project Number: SU-8-984(164)

PCN: 22007

Job Number: 1

Bid Opening Date: 1/11/2019

English/Metric: ENGLISH

Roadway: URBAN

WEST OF 63RD ST S TO 45TH ST S

Type: DRAINAGE

Participating: Y

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
714 0115	PIPE CONC REINF 12IN CL III-STORM DRAIN	100.000	LF	\$65.00	\$6,500.00
714 0210	PIPE CONC REINF 15IN CL III-STORM DRAIN	3,769.000	LF	\$70.00	\$263,830.00
714 0315	PIPE CONC REINF 18IN CL III-STORM DRAIN	1,308.000	LF	\$72.00	\$94,176.00
714 0405	PIPE CONC REINF 21IN CL III-STORM DRAIN	1,669.000	LF	\$73.00	\$121,837.00
714 0620	PIPE CONC REINF 24IN CL III-STORM DRAIN	1,861.000	LF	\$76.00	\$141,436.00
714 0710	PIPE CONC REINF 27IN CL III-STORM DRAIN	433.000	LF	\$85.00	\$36,805.00
714 0910	PIPE CONC REINF 36IN CL III-STORM DRAIN	497.000	LF	\$116.00	\$57,652.00
714 1010	PIPE CONC REINF 42IN CL III-STORM DRAIN	859.000	LF	\$145.00	\$124,555.00
714 1110	PIPE CONC REINF 48IN CL III-STORM DRAIN	235.000	LF	\$175.00	\$41,125.00
714 1212	PIPE CONC REINF 54IN CL III-STORM DRAIN	1,269.000	LF	\$195.00	\$247,455.00
714 2111	PIPE CONC REINF ARCH 29IN X 18IN CL III-S DRAIN	230.000	LF	\$110.00	\$25,300.00
714 2118	PIPE CONC REINF ARCH 36IN X 23IN CL III-S DRAIN	556.000	LF	\$130.00	\$72,280.00

Subtotal **\$1,232,951.00**

Eng and Contg **\$123,295.10**

Total **\$1,356,246.10**

Length 1.7860 Miles

Estimated Cost		Construction
		\$1,356,246.10
SU FEDERAL FUNDS	LIMITED	\$0.00
SU FARGO CITY FUNDS	24.00%	\$1,356,246.10

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota FEDERAL AID

Bid Opening Date: 1/11/2019

Project Number: SU-8-984(164)

PCN: 22007

Job Number: 1

English/Metric: ENGLISH

Roadway: URBAN

BR. NO. 09-140-30.0 R

Type: STRUCTURE REPLACEMENT- RIGHT

Participating: Y

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
202 0105	REMOVAL OF STRUCTURE	0.500	L SUM	\$61,000.00	\$30,500.00
210 0099	CLASS 1 EXCAVATION	0.500	L SUM	\$22,000.00	\$11,000.00
210 0111	CLASS 2 EXCAVATION	0.500	L SUM	\$22,000.00	\$11,000.00
210 0127	CHANNEL EXCAVATION	0.500	L SUM	\$55,000.00	\$27,500.00
210 0411	FOUNDATION PREPARATION	0.500	L SUM	\$83,000.00	\$41,500.00
256 0200	RIPRAP GRADE II	361.000	CY	\$73.00	\$26,353.00
258 0100	CONCRETE SLOPE PROTECTION	226.000	SY	\$140.00	\$31,640.00
602 0130	CLASS AAE-3 CONCRETE	224.800	CY	\$1,285.00	\$288,868.00
602 1130	CLASS AE-3 CONCRETE	194.800	CY	\$1,450.00	\$282,460.00
602 1133	CONCRETE BRIDGE APPROACH SLAB	282.200	SY	\$390.00	\$110,058.00
602 1220	SINGLE SLOPE BARRIER	337.800	LF	\$300.00	\$101,340.00
602 1250	PENETRATING WATER REPELLENT TREATMENT	602.000	SY	\$4.50	\$2,709.00
604 9610	PRESTRESSED BOX BEAM-27IN	822.500	LF	\$370.00	\$304,325.00
612 0115	REINFORCING STEEL-GRADE 60	18,184.000	LBS	\$2.25	\$40,914.00
612 0116	REINFORCING STEEL-GRADE 60-EPOXY COATED	46,583.000	LBS	\$1.70	\$79,191.10
616 5890	STRUCTURAL STEEL	0.500	L SUM	\$22,000.00	\$11,000.00
622 0012	STEEL H-PILE TIPS 10 X 42	12.000	EA	\$122.00	\$1,464.00
622 0014	STEEL H-PILING POINTS 12 X 53	16.000	EA	\$133.00	\$2,128.00
622 0020	STEEL PILING HP 10 X 42	1,020.000	LF	\$48.00	\$48,960.00
622 0040	STEEL PILING HP 12 X 53	1,280.000	LF	\$55.00	\$70,400.00
624 0123	PEDESTRIAN RAILING	80.000	LF	\$145.00	\$11,600.00
624 0151	RAILING	216.000	LF	\$135.00	\$29,160.00
709 0155	GEOSYNTHETIC MATERIAL TYPE RR	722.000	SY	\$4.00	\$2,888.00
752 0850	ORNAMENTAL FENCE	216.000	LF	\$260.00	\$56,160.00
930 3000	BRIDGE BENCH MARKS	0.500	SET	\$3,000.00	\$1,500.00
930 9537	ABUTMENT UNDERDRAIN SYSTEM	2.000	EA	\$15,500.00	\$31,000.00

Subtotal \$1,655,818.10

Eng and Contg \$165,561.81

Total \$1,821,179.91

Length 0.0430 Miles

Estimated Cost		Construction
		\$1,821,179.91
SU FEDERAL FUNDS	LIMITED	\$0.00
SU FARGO CITY FUNDS	19.07%	\$1,821,179.91

North Dakota FEDERAL AID

Bid Opening Date: 1/11/2019

Project Number: SU-8-984(164)

PCN: 22007

Job Number: 1

English/Metric: ENGLISH

Roadway: URBAN

BRIDGE 09-140-30.0 L

Type: STRUCTURE REPLACEMENT- LEFT

Participating: Y

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
202 0105	REMOVAL OF STRUCTURE	0.500	L SUM	\$61,000.00	\$30,500.00
210 0099	CLASS 1 EXCAVATION	0.500	L SUM	\$22,000.00	\$11,000.00
210 0111	CLASS 2 EXCAVATION	0.500	L SUM	\$22,000.00	\$11,000.00
210 0127	CHANNEL EXCAVATION	0.500	L SUM	\$55,000.00	\$27,500.00
210 0411	FOUNDATION PREPARATION	0.500	L SUM	\$83,000.00	\$41,500.00
256 0200	RIPRAP GRADE II	361.000	CY	\$73.00	\$26,353.00
258 0100	CONCRETE SLOPE PROTECTION	226.000	SY	\$140.00	\$31,640.00
602 0130	CLASS AAE-3 CONCRETE	224.800	CY	\$1,285.00	\$288,868.00
602 1130	CLASS AE-3 CONCRETE	194.900	CY	\$1,450.00	\$282,605.00
602 1133	CONCRETE BRIDGE APPROACH SLAB	282.200	SY	\$390.00	\$110,058.00
602 1220	SINGLE SLOPE BARRIER	337.800	LF	\$300.00	\$101,340.00
602 1250	PENETRATING WATER REPELLENT TREATMENT	602.000	SY	\$4.50	\$2,709.00
604 9610	PRESTRESSED BOX BEAM-27IN	822.500	LF	\$370.00	\$304,325.00
612 0115	REINFORCING STEEL-GRADE 60	18,198.000	LBS	\$2.25	\$40,945.50
612 0116	REINFORCING STEEL-GRADE 60-EPOXY COATED	46,583.000	LBS	\$1.70	\$79,191.10
616 5890	STRUCTURAL STEEL	0.500	L SUM	\$22,000.00	\$11,000.00
622 0012	STEEL H-PILE TIPS 10 X 42	12.000	EA	\$122.00	\$1,464.00
622 0014	STEEL H-PILING POINTS 12 X 53	16.000	EA	\$133.00	\$2,128.00
622 0020	STEEL PILING HP 10 X 42	1,020.000	LF	\$48.00	\$48,960.00
622 0040	STEEL PILING HP 12 X 53	1,280.000	LF	\$55.00	\$70,400.00
624 0123	PEDESTRIAN RAILING	80.000	LF	\$145.00	\$11,600.00
624 0151	RAILING	216.000	LF	\$135.00	\$29,160.00
709 0155	GEOSYNTHETIC MATERIAL TYPE RR	722.000	SY	\$4.00	\$2,888.00
752 0850	ORNAMENTAL FENCE	216.000	LF	\$260.00	\$56,160.00
930 3000	BRIDGE BENCH MARKS	0.500	SET	\$3,000.00	\$1,500.00
930 9537	ABUTMENT UNDERDRAIN SYSTEM	2.000	EA	\$15,500.00	\$31,000.00

Subtotal \$1,655,794.60

Eng and Contg \$165,579.46

Total \$1,821,374.06

Length 0.0430 Miles

Estimated Cost		Construction
		\$1,821,374.06
SU FEDERAL FUNDS	LIMITED	\$0.00
SU FARGO CITY FUNDS	19.07%	\$1,821,374.06

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
 CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota FEDERAL AID

Bid Opening Date: 1/11/2019

Project Number: SU-8-984(164)

PCN: 22007

Job Number: 1

English/Metric: ENGLISH

Roadway: URBAN

WEST OF 63RD ST S TO 45TH ST S

Type: CITY UNDERGROUND UTILITIES (GATE VALVE, HYDRANT AND WATERMAIN)

Participating: N

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
722 3300	SANITARY MANHOLE REPAIR	4.000	EA	\$9,000.00	\$36,000.00
722 6140	ADJUST GATE VALVE BOX	6.000	EA	\$400.00	\$2,400.00
722 6240	ADJUST UTILITY APPURTENANCE	1.000	EA	\$625.00	\$625.00
724 0210	FITTINGS-DUCTILE IRON	3,446.000	LBS	\$11.00	\$37,906.00
724 0300	GATE VALVE & BOX 6IN	5.000	EA	\$1,900.00	\$9,500.00
724 0314	GATE VALVE & BOX 12IN	8.000	EA	\$3,700.00	\$29,600.00
724 0317	GATE VALVE & BOX 16IN	1.000	EA	\$11,900.00	\$11,900.00
724 0410	HYDRANT-INSTALL 5IN	5.000	EA	\$4,500.00	\$22,500.00
724 0426	HYDRANT EXTENSION	8.450	LF	\$750.00	\$6,337.50
724 0430	REMOVE HYDRANT	1.000	EA	\$700.00	\$700.00
724 0810	WATERMAIN 6IN PVC	67.000	LF	\$49.00	\$3,283.00
724 0850	WATERMAIN 12IN PVC	2,853.000	LF	\$57.00	\$162,621.00
724 0852	WATERMAIN 16IN PVC	207.000	LF	\$125.00	\$25,875.00
724 0870	24IN WATERMAIN	10.000	LF	\$200.00	\$2,000.00
724 7014	REMOVE GATE VALVE BOX	4.000	EA	\$700.00	\$2,800.00
Subtotal					\$354,047.50
Eng and Contg					\$35,404.75
Total					\$389,452.25

Length 1.7860 Miles

Estimated Cost	Construction
	\$389,452.25
SU FARGO CITY FUNDS	100.00% \$389,452.25

Summary for Project

Length 1.7860 Miles CASS 1.7860 Miles

Estimated Total Construction Cost: \$19,197,385.45

Estimated Total Eng and Contg: \$1,919,738.55

Estimated Cost	Construction	Total
	\$21,117,124.00	\$21,117,124.00
SU FEDERAL FUNDS	\$9,349,354.00	\$9,349,354.00
SU FARGO CITY FUNDS	\$11,767,770.00	\$11,767,770.00

NDDOT TO MAKE CONTRACTOR PAYMENTS. SU FEDERAL FUNDS FOR THIS PROJECT IS LIMITED TO \$9,349,354. ANY COSTS OVER THIS LIMITED AMOUNT WILL BE CITY RESPONSIBILITY.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Project Number: **SU-8-984(164)**

PCN: **22007**

Job Number: **1**

Bid Opening Date: **1/11/2019**

English/Metric: **ENGLISH**

ND DEPARTMENT OF TRANSPORTATION		SHEET NO. 1 OF 8		ABSTRACT OF BIDS RECEIVED	
PROJECT NO.	COUNTY & DATE	BIDDER	BIDDER	BIDDER	BIDDER
SU-8-984(164)	CASS (017) 1.786 FARGO 52ND AVE (63RD ST-45TH ST) 10/25/19 GRADING, SALVAGED BASE, PCC PAVEMENT,	KPH INC	KPH INC	KPH INC	DAKOTA UNDERGROUND C OMPANY FARGO, ND
COMPLETION TIME	ITEM DESCRIPTION	ENGINEERS ESTIMATE	RANK 00	RANK 01	RANK 02
UNIT	QUANTITY	BID PRICE	AMOUNT	AMOUNT	AMOUNT
NO.					
103	CONTRACT BOND	11000000	11000000	10000000	10000000
201	CLEARING & GRUBBING	10000000	10000000	27000000	25000000
202	REMOVAL OF STRUCTURE	50000000	50000000	61000000	57750000
202	REMOVAL OF CONCRETE PAVEMENT	10000000	10000000	11352000	10320000
202	REMOVAL OF CURB & GUTTER	8000	8000	7000	1754000
202	REMOVAL OF PIPE ALL TYPES AND SIZES	6000	6000	15526000	50391900
202	REMOVAL OF PAVEMENT	8000	8000	27134100	48886000
202	REMOVAL OF MANHOLES	100000	100000	41330000	20000000
202	REMOVE & RESET INLETS	600000	600000	13000000	15000000
203	COMMON EXCAVATION-TYPE A	500000	500000	13000000	89350000
203	COMMON EXCAVATION-TYPE B	3000	3000	55845000	172020000
203	COMMON EXCAVATION-TYPE C	3000	3000	43005000	84150000
203	COMMON EXCAVATION-TYPE D	3000	3000	15147000	15000000
210	CLASS 1 EXCAVATION	12500	12500	1455450000	214383875
210	CLASS 2 EXCAVATION	1000000	1000000	10000000	21000000
210	CHANNEL EXCAVATION	25000000	25000000	22000000	21000000
210	FOUNDATION PREPARATION	40000000	40000000	55000000	52500000
216	WATER	25000000	25000000	83000000	78750000
230	SUBGRADE PREPARATION-TYPE A-12IN	20000000	20000000	25000000	22550000
251	SEEDING CLASS III	35000000	35000000	624750	18500000
251	TEMPORARY COVER CROP	17850	17850	1450000	13550000
253	HYDRAULIC MULCH	1000000	1000000	9500	1100000
255	BONDED FIBER MATRIX	25000000	25000000	4462500	2416275
255	ECB TYPE 4	6000000	6000000	3350000	2817375
256	GRIPRAP GRADE II	5030000	5030000	6315250	6185825
256	GRIPRAP GRADE I	42000	42000	9000	150000
258	CONCRETE SLOPE PROTECTION	722000	722000	352000	100000
260	SILT FENCE SUPPORTED	452000	452000	73000	420000
260	REMOVE SILT FENCE SUPPORTED	113000	113000	140000	505000
302	SALVAGED BASE COURSE	1618000	1618000	578000	4271400
401	TACK COAT	1618000	1618000	2500	404500
401	PRIME COAT	80900	80900	1000	404500
430	SUPERPAVE FAA 43	32836000	32836000	161800	64720
430	CORED SAMPLE	1474000	1474000	331650	118209600
550	10IN NON REINF CONCRETE	6364000	6364000	4500	3095940
602	CLASS AA-3 CONCRETE	11565000	11565000	6700	3095940
602	CLASS AE-3 CONCRETE	400000	400000	1065970	4200
602	CONCRETE BRIDGE APPROACH SLAB	6950000	6950000	15265800	6300
602	SINGLE SLOPE BARRIER	700000	700000	66000	14452350
602	PERFORATING WATER REPELLENT TREATMENT	44913000	44913000	690000	140000
602	PRESTRESSED BOX BEAM-27IN	44913000	44913000	9591000	226000
612	REINFORCING STEEL-GRADE 60	45712500	45712500	44513000	9035000
612	REINFORCING STEEL-GRADE 60-EPOXY COATED	18343000	18343000	56506500	43220200
612	STRUCTURAL STEEL	564000	564000	1250000	54851200
622	STEEL H-PILE TIPS 10 X 42	290000	290000	390000	53194050
622	STEEL H-PILING POINTS 12 X 53	1756000	1756000	20268000	20882800
		280000	280000	45000	19254600
		1645000	1645000	541800	5055680
		36382000	36382000	60650000	58726500
		93166000	93166000	1700	7640220
		1000000	1000000	2250	14905560
		24000	24000	290000	21000000
		32000	32000	425600	400000

ND DEPARTMENT OF TRANSPORTATION
 COUNTY & DATE: CASS (017) 1.786
 FARGO 52ND AVE (63RD ST-45TH ST)
 10/25/19 GRADING, SALVAGED BASE, PCC PAVEMENT,
 COMPLETION TIME: 10/25/19
 ITEM DESCRIPTION: CONTRACT BOND, CLEARING & GRUBBING, REMOVAL OF STRUCTURE, CONCRETE PAVEMENT, CURB & GUTTER, PIPE ALL TYPES AND SIZES, PAVEMENT, MANHOLES, REMOVE & RESET INLETS, COMMON EXCAVATION-TYPE A, COMMON EXCAVATION-TYPE B, COMMON EXCAVATION-TYPE C, COMMON EXCAVATION-TYPE D, CLASS 1 EXCAVATION, CLASS 2 EXCAVATION, CHANNEL EXCAVATION, FOUNDATION PREPARATION, WATER, SUBGRADE PREPARATION-TYPE A-12IN, SEEDING CLASS III, TEMPORARY COVER CROP, HYDRAULIC MULCH, BONDED FIBER MATRIX, ECB TYPE 4, GRIPRAP GRADE II, GRIPRAP GRADE I, CONCRETE SLOPE PROTECTION, SILT FENCE SUPPORTED, REMOVE SILT FENCE SUPPORTED, SALVAGED BASE COURSE, TACK COAT, PRIME COAT, SUPERPAVE FAA 43, CORED SAMPLE, 10IN NON REINF CONCRETE, CLASS AA-3 CONCRETE, CLASS AE-3 CONCRETE, CONCRETE BRIDGE APPROACH SLAB, SINGLE SLOPE BARRIER, PERFORATING WATER REPELLENT TREATMENT, PRESTRESSED BOX BEAM-27IN, REINFORCING STEEL-GRADE 60, REINFORCING STEEL-GRADE 60-EPOXY COATED, STRUCTURAL STEEL, STEEL H-PILE TIPS 10 X 42, STEEL H-PILING POINTS 12 X 53

AWARD TO: KPH INC. DATE OF AWARD: 1
 ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION: Deputy Director For Engineering
 WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.
 DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION		SHEET NO. 2 OF 8		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. SU-8-984(164)		DATE JAN 11, 2019 09:30AM		BIDDER KPH INC		BIDDER DAKOTA UNDERGROUND C	
COUNTY & DATE CASS (017)		COMPLETION TIME 10/25/19 GRADING, SALVAGED BASE, PCC PAVEMENT,		FARGO, ND		FARGO, ND	
LENGTH & TYPE 1.786		ITEM DESCRIPTION		C.C. BOND RANK 00		C.C. BOND RANK 02	
NO.	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	AMOUNT
622	LF	204	60000	12240000	58000	9790000	9424800
622	LF	256	65000	16640000	55000	14080000	13568000
624	LF	160	100000	16000000	125000	20000000	22080000
624	LF	43	20000	860000	135000	5805000	5529600
702	L	1000	1400000	1400000000	1500000000	1500000000	1000000000
704	UNIT	629	2000	1258000	4000	2518800	2140980
704	EA	2000	2000000	4000000	1750000	3500000	340000
704	EA	53000	1200000	63600000	1400000	7420000	7155000
704	EA	8000	800000	6400000	88000	704000	68000
704	EA	240000	250000	60000000	330000	79200000	7560000
704	EA	54000	650000	35100000	28000	1512000	141950
704	EA	2000	1400000	2800000	1332000	2665000	126000
704	EA	61	3000	184800	660000	1188000	1540000
706	EA	2000	5000000	10000000	5800000	11600000	11000000
706	EA	1000	12500000	12500000	25000000	25000000	25000000
706	EA	1000	10000000	10000000	110000000	110000000	100000000
706	EA	1000	10000000	10000000	60000000	60000000	5775000
706	EA	1000	15000000	15000000	60000000	60000000	5775000
706	EA	77000	33000	2695000	55000	4235000	1540000
706	EA	77000	2250	17224200	2000	17224200	146640370
706	EA	8612	2250	3244000	4000	5776000	519840
706	EA	1000000	35000	3500000	65000	6500000	580000
714	LF	3769	38000	14322200	70000	26383000	22991900
714	LF	1308	45000	5905500	72000	9417600	8371900
714	LF	1666	50000	8330000	73000	12183500	113249500
714	LF	1866	43000	8053800	76000	14143500	13213500
714	LF	43	53000	2294900	85000	3680500	3420700
714	LF	497	90000	4473000	116000	5752000	5765500
714	LF	859	130000	11167000	145000	12455500	14431200
714	LF	235	170000	3985000	175000	4112200	4512000
714	LF	129	80000	10320000	195000	24785500	28679400
714	LF	230	90000	20700000	130000	25200000	29900000
714	LF	556	650000	3612000	140000	7750000	8451200
714	EA	1000	1000000	1000000	1900000	1900000	85000
714	EA	1000	2700000	2700000	5100000	5100000	5600000
714	EA	4	750000	3075000	4510000	18040000	4100000
714	EA	1000	600000	600000	1500000	1500000	500000
714	EA	2667	60000	160026000	7850	20932755	20003250
714	EA	1000	400000	400000	2400000	2400000	2500000
714	EA	1000	500000	500000	3100000	3100000	3100000
714	EA	1000	200000	200000	5100000	5100000	4300000
714	EA	1000	3500000	3500000	26000000	26000000	28600000
714	EA	14000	4000000	56000000	57400000	57400000	48300000
714	EA	2000	4700000	9400000	63000000	63000000	8800000
714	EA	6000	7500000	45000000	75000000	45000000	33345000

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
 Deputy Director, For Engineer-In-
 AMOUNT TO: KPH INC
 WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineer-In-
 DATE OF AWARD

ND DEPARTMENT OF TRANSPORTATION		SHEET NO. 3 OF 8		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. SU-8-984(164)		DATE JAN 11, 2019 09:30AM		BIDDER ENGINEERS ESTIMATE		BIDDER KPH INC	
COUNTY & DATE CASS (017)		LENGTH & TYPE 1.786		FARGO, ND		FARGO, ND	
COMPLETION TIME 10/25/19 GRADING, SALVAGED BASE, PCC PAVEMENT,		C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C. BOND RANK 02	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT
722	MANHOLE 96IN	EA	1000	8000000	8000000	10500000	10500000
722	MANHOLE RISER 48IN	LF	98420	2000000	1968400	1500000	1473000
722	MANHOLE RISER 60IN	LF	87430	4000000	3497200	1850000	1617450
722	MANHOLE RISER 72IN	LF	15160	4500000	682200	2400000	363840
722	MANHOLE RISER 84IN	LF	42330	6000000	2721600	4700000	1985760
722	MANHOLE RISER 96IN	LF	2700	7000000	190000	5000000	1350000
722	MANHOLE STORM CONNECTION	EA	3000	10000000	3000000	15000000	4500000
722	SANITARY MANHOLE REPAIR	EA	4000	6000000	2400000	9000000	5400000
722	MANHOLE REPAIR	EA	6000	5000000	3000000	2500000	1500000
722	INLET-TYPE 2 DOUBLE 2 48IN	EA	19000	2900000	5510000	2400000	4560000
722	INLET SPECIAL-TYPE 2 60IN	EA	6000	4800000	2880000	4000000	2400000
722	INLET SPECIAL-TYPE 2 DOUBLE 84IN	EA	18000	2800000	5040000	3000000	5400000
722	INLET CATCH BASIN	EA	4000	4000000	1600000	4000000	1600000
722	INLET CATCH BASIN 48IN	EA	12000	12000000	14400000	9500000	11400000
722	INLET CATCH BASIN 60IN	EA	2000	4200000	840000	2100000	420000
722	INLET CATCH BASIN 72IN	EA	1000	5200000	520000	3100000	310000
722	INLET CATCH BASIN 84IN	EA	2000	6700000	1340000	4400000	880000
722	INLET CATCH BASIN 96IN	EA	3000	8000000	2400000	5900000	1770000
722	ADJUST GATE VALVE BOX	EA	2000	10000000	1720000	6800000	1360000
722	UTILITY APPURTENANCE	EA	6000	6000000	3600000	4000000	2400000
724	FITTINGS-DUCTILE IRON	LBS	344000	4000	1378400	11000	3790600
724	GATE VALVE & BOX 6IN	EA	5000	1500000	7500000	1900000	9500000
724	GATE VALVE & BOX 12IN	EA	800	3500000	2800000	3700000	2960000
724	GATE VALVE & BOX 16IN	EA	1000	12000000	11900000	11900000	11900000
724	HYDRANT-INSTALL 5IN	EA	5000	41000000	20500000	47500000	22500000
724	HYDRANT-EXTENSION	LF	8450	2000000	1690000	7000000	5937500
724	REMOVE HYDRANT	EA	1000	1000000	1000000	7000000	7000000
724	WATERMAIN 6IN PVC	LF	67000	40000	2680000	480000	3233000
724	WATERMAIN 12IN PVC	LF	2853000	50000	142650000	570000	16287000
724	WATERMAIN 16IN PVC	LF	207000	1900000	3930000	1250000	2500000
724	WATERMAIN	EA	1000	4500000	4500000	7000000	7000000
724	REMOVE GATE VALVE BOX	EA	4000	1800000	7200000	2000000	3600000
748	CURB & GUTTER-TYPE I	LF	34650000	2000000	69300000	21000	72765000
750	IMPRINTED CONCRETE	SY	4187000	95000	397765000	76000	318212000
750	SIDWALK CONCRETE 5IN	SY	16018000	45000	720810000	45000	720810000
750	SIDWALK CONCRETE 6IN	SY	7700000	55000	423500000	150000	369600000
750	CONCRETE MEDIAN NOSE PAVING	SY	1210000	1500000	1815000000	550000	1278500000
750	DRIVEWAY CONCRETE	SF	3410000	450000	1550000	1875500	1875500
750	DETECTABLE WARNING PANELS	SF	7340000	450000	3303000000	390000	2842000000
750	TEMPORARY SAFETY FENCE	LF	432000	2750000	1188000000	200000	864000000
755	TEMPORARY SAFETY FENCE	LF	2650000	5000	13250000	10600000	10600000
755	REINFORCED SHEET FOR SIGNS-TYPE XI	SF	460000	20000	9200000	21000	9520000
755	REINFORCED SHEET FOR SIGNS-TYPE IV	SF	3190000	20000	63800000	190000	6061000
755	REFLECTIVE DELINEATORS-TYPE D	EA	175000	700000	1225000000	680000	5100000
755	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	EA	1073000	20000	21460000	20000	2146000

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

AWARD TO: KPH INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

DATE OF AWARD

ND DEPARTMENT OF TRANSPORTATION		SHEET NO. 4 OF 8		ABSTRACT OF BIDS RECEIVED			
PROJECT NO.	COUNTY & DATE	ENGINEERS ESTIMATE	BIDDER	AMOUNT	BID PRICE	AMOUNT	BIDDER
SU-8-984(164)	CASS (017) 1-786	KPH INC	KPH INC	RANK 00	FARGO, ND	RANK 01	FARGO, ND
LENGTH & TYPE	JAN 11, 2019 09:30AM	ENGINEERS ESTIMATE	KPH INC	AMOUNT	BID PRICE	AMOUNT	UNDERGROUND C
COMPLETION TIME	10/25/19 GRADING, SALVAGED BASE, PCC PAVEMENT,	C. C. CHECK	FARGO, ND	RANK 00	FARGO, ND	RANK 01	FARGO, ND
SPCL.	ITEM DESCRIPTION	BID PRICE	C. C. BOND	AMOUNT	BID PRICE	AMOUNT	C. C. BOND
UNIT	QUANTITY	AMOUNT	RANK 00	AMOUNT	RANK 01	AMOUNT	RANK 02
SF	960000	260000	2496000	2688000	26250	2520000	2520000
LF	11142000	1300	1448460	1671300	13000	1448460	1448460
LF	902000	2500	2255000	2029500	2050	186310	186310
LF	27000	5000	135000	56000	19500	52850	52850
SF	64000	30000	1920000	94000	14600	90880	90880
LF	5264000	37500	1842400	1631640	3000	1579200	1579200
LF	14558000	9000	13811100	28380	8500	22950	22950
LF	3420000	25000	8550000	6156000	18000	13084200	13084200
LF	1730000	30000	5190000	5365000	30000	5190000	5190000
LF	4102000	12000	4922400	41102000	9500	3896900	3896900
LF	5080000	40000	2032000	5080000	37000	1879200	1879200
EA	4000	2500000	10000000	942000	2230000	892000	892000
LF	336000	30000	1008000	151200	4250	142800	142800
EA	4000	3000000	12000000	900000	210000	840000	840000
EA	5000	20000000	100000000	24000000	24700000	123500000	123500000
EA	4000	85000000	340000000	65000000	80000000	320000000	320000000
EA	1000	10000000	100000000	18200000	77500000	77500000	77500000
EA	1000	40000000	400000000	180000000	63000000	180000000	180000000
EA	1000	185000000	1850000000	1900000000	180000000	63000000	63000000
EA	1000	180000000	1800000000	38500000	37000000	37000000	37000000
EA	1000	1000000000	10000000000	870000000	820000000	820000000	820000000
EA	1000	2350000000	23500000000	2630000000	2490000000	2490000000	2490000000
EA	1000	2550000000	25500000000	2710000000	2570000000	2570000000	2570000000
EA	1000	2100000	21000000	16500000	12000000	12000000	12000000
SET	4000	2000000	20000000	30000000	29500000	29500000	29500000
EA	4000	75000000	300000000	155000000	147000000	58800000	58800000
EA	2000	10000000	20000000	26000000	12500000	25000000	25000000
EA	2000	10000000	20000000	113000000	12000000	24000000	24000000
EA	20000	2000000	40000000	60000000	15000000	10000000	10000000
EA	20000	2000000	40000000	1856031260	NO LIMIT	1919738545	1933079330
TOTAL					NO LIMIT		

AWARD TO: KPH INC
 ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineer-Eng.
 WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.
 DEPARTMENT OF TRANSPORTATION Deputy Director For Engineer-Eng.

DATE OF AWARD: 4

ND DEPARTMENT OF TRANSPORTATION

PROJECT NO. SU-8-984(164)

CASS (017)
 JAN 11, 2019 09:30AM
 FARGO, 52ND AVE (63RD ST-45TH ST)
 10/25/19 GRADING, SALVAGED BASE, PCC PAVEMENT,

SHEET NO. 5 OF 8

ABSTRACT OF BIDS RECEIVED

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BIDDER STRATA CORPORATION		BIDDER NORTHERN IMPROVEMENT COMPANY		C.C.
				BID PRICE	AMOUNT	BID PRICE	AMOUNT	
103	CONTRACT BOND	L SUM	1000	14000000	14000000	50000000	50000000	
201	CLEARING & GRUBBING	L SUM	1000	15000000	15000000	30000000	30000000	
202	REMOVAL OF CONCRETE PAVEMENT	L SUM	1000	55000000	55000000	75000000	75000000	
202	REMOVAL OF CURB & GUTTER	SY	8500	877200	877200	4750	4750	
202	REMOVAL OF PAVEMENT	LF	2218000	8000	1774400	6250	1386250	
202	REMOVAL OF PIPE ALL TYPES AND SIZES	TON	36763000	9500	38374500	8000	31010400	
202	REMOVAL OF MANHOLES	LF	24444000	2500	4399200	18900	4619160	
202	REMOVE & RESET INLETS	EA	1000	1300000	1300000	1365000	1365000	
202	COMMON EXCAVATION-TYPE A	EA	11169000	9000	1300000	1365000	1365000	
203	COMMON EXCAVATION-SUBCUT	CY	14335000	9800	10052100	8150	65333865	
210	CLASS 1 EXCAVATION	CY	1683000	15000	14048300	6200	11683025	
210	CLASS 2 EXCAVATION	CY	145345000	13250	192582125	241	1043460	
210	CHANNEL EXCAVATION	SY	1000	20000000	20000000	21000000	21000000	
210	FOUNDATION PREPARATION	L SUM	1000	50000000	50000000	21000000	21000000	
210	WATER	L SUM	1000	75000000	75000000	52500000	52500000	
210	SUBGRADE PREPARATION-TYPE A-12IN	M GAL	22553000	3200	7209600	15000	3799500	
211	SEEDING CLASS II	ACRE	92700	11000000	10197000	2125000	19698750	
251	TEMPORARY COVER CROP	ACRE	17850	7000000	12495000	1355000	2418675	
253	HYDRAULIC MULCH	ACRE	17850	600000	107300	10500	187425	
255	BONDED FIBER MATRIX	ACRE	17850	1350000	2409750	1575000	2811375	
255	ECB TYPE 4	SY	503000	2800000	4998000	3466500	6185025	
256	RIPRAP GRADE I	CY	42000	90000	378000	399000	145870	
258	RIPRAP GRADE II	CY	722000	66000	4765200	70000	5054000	
260	SILT FENCE SUPPORTED	SY	45900	89900	4063480	95000	42994000	
260	REMOVE SILT FENCE SUPPORTED	LF	1618000	2000	3236800	2550	380250	
302	SALVAGED BASE COURSE	LF	1400	1400	64720	4200	595620	
401	PRIME COAT	CY	32833000	31500	103433400	35250	115766900	
430	SUPERPAVE FAA 43	GAL	1591000	4000	294800	2400	1766800	
430	CORED SAMPLE	TON	2513000	4000	634600	8750	1392125	
550	6 58-34 ASPHALT CEMENT	EA	15000	52500	13762350	90000	20817000	
602	CLASS AA-3 CONCRETE	TON	63559000	6200000	2080000	50000	8340000	
602	CLASS AE-3 CONCRETE	SY	4449600	700100	8618000	60000	504658460	
602	CONCRETE BRIDGE APPROACH SLAB	CY	389700	1160000	52153600	1218000	54761280	
602	SINGLE SLOPE BARRIER	CY	564400	1300000	50661000	1365000	53194050	
602	PENETRATING WATER REPELLENT TREATMENT	LF	675000	2700000	19754000	370000	20882800	
612	PRESTRESSED BOX BEAM-27IN	LF	1204000	340000	18241200	285000	192554600	
612	REINFORCING STEEL-GRADE 60	LF	1645000	340000	481600	4200	505680	
612	REINFORCING STEEL-GRADE 60-EPOXY COATED	LBS	36382000	2000	5593000	357000	59726500	
612	STRUCTURAL STEEL	LBS	93165000	1500	7226400	2100	17640220	
622	STEEL H-PILE TIPS 10 X 42	EA	24000	20000000	13974500	1580	14720228	
622	STEEL H-PILING POINTS 12 X 53	EA	32000	1100000	20000000	115500	21000000	
				1200000	384000	126000	403200	

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering 5

AWARD TO: KPH, INC.

DATE OF AWARD:

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION		SHEET NO 6 OF 8		ABSTRACT OF BIDS RECEIVED	
PROJECT NO.	SU-8-984(164)	BIDDER	STRATA CORPORATION	BIDDER	NORTHERN IMPROVEMENT COMPANY
COUNTY & DATE	CASS (017) JAN 11, 2019 09:30AM	BIDDER	GRAND FORKS, ND	BIDDER	FARGO, ND
LENGTH & TYPE	1.786 FARGO 52ND AVE (63RD ST-45TH ST)	BID PRICE	RANK 03	BID PRICE	RANK 04
COMPLETION TIME	10/25/19 GRADING, SALVAGED BASE, PCC PAVEMENT,	AMOUNT	AMOUNT	AMOUNT	AMOUNT
SPEC.	UNIT	QUANTITY	BID PRICE	BID PRICE	BID PRICE
NO.	ITEM DESCRIPTION				
622	STEEL PILING HP 10 X 42	2040000	44000	876000	942800
623	STEEL PILING HP 12 X 53	2560000	50000	1280000	1344000
624	PEDESTRIAN RAILING	1600000	131000	2096000	2208000
625	RAILING	432000	122000	5270400	5616000
702	MOBILIZATION	10000	190050000	209350000	209350000
704	TRAFFIC CONTROL SIGNS	6297000	3250	20266525	2174865
704	ATTENUATION DEVICE -TYPE B-35	2000	1600000	320000	340000
704	TYPE II BARRICADE	5000	1250000	625000	6996000
704	SIDEWALK BARRICADE	8000	80000	64000	67200
704	DELTA TOR DRUMS	240000	30000	720000	84000
704	FLEXIBLE DELINEATORS	54000	25000	135000	156000
704	SEQUENCING ARROW PANEL -TYPE C	2000	600000	120000	141750
704	BLITERATION OF PAVEMENT MARKING	6162000	2380	146608	126000
704	PORTABLE CHANGEABLE MESSAGE SIGN	1000	5225000	1045000	150000
706	FIELD OFFICE	1000	2000000	2000000	3000000
706	AGGREGATE LABORATORY	1000	850000	850000	2100000
706	BITUMINOUS LABORATORY	1000	550000	550000	750000
706	CONTRACTOR'S LABORATORY	1000	550000	550000	750000
708	REMOVE INLET PROTECTION -SPECIAL	77000	295000	2271500	2750000
708	INLET PROTECTION -SPECIAL	77000	35000	269500	450000
709	GEOSYNTHETIC MATERIAL -TYPE RI	89121000	1280	11023488	1501500
709	CONC REINF 12IN CL III-STORM DRAIN	1444000	3400	490960	68250
712	PIPE CONC REINF 15IN CL III-STORM DRAIN	1000000	70000	650000	82500
714	PIPE CONC REINF 18IN CL III-STORM DRAIN	3769000	72000	26383000	27702150
714	PIPE CONC REINF 21IN CL III-STORM DRAIN	1308000	72000	9417600	9888480
714	PIPE CONC REINF 24IN CL III-STORM DRAIN	1669000	73000	12183700	12792885
714	PIPE CONC REINF 27IN CL III-STORM DRAIN	1861000	76000	14143600	14850780
714	PIPE CONC REINF 30IN CL III-STORM DRAIN	433000	85000	3680500	3866520
714	PIPE CONC REINF 36IN CL III-STORM DRAIN	497000	116000	5765200	6053460
714	PIPE CONC REINF 42IN CL III-STORM DRAIN	859000	145000	121800	13078275
714	PIPE CONC REINF 48IN CL III-STORM DRAIN	235000	175000	4112500	43348125
714	PIPE CONC REINF 54IN CL III-STORM DRAIN	126000	195000	2435500	25984715
714	PIPE CONC REINF ARCH 29IN X 18IN CL III-S DRAIN	230000	110000	2530000	2656500
714	PIPE CONC REINF ARCH 36IN X 23IN CL III-S DRAIN	556000	130000	7228000	7589400
714	END SECT -CONC REINF 12IN	1000	1400000	1400000	1470000
714	END SECT -CONC REINF 18IN	1000	1900000	1900000	1995000
714	END SECT -CONC REINF 54IN	1000	5100000	5100000	5355000
714	PIPE CORR STEEL .064IN 36IN	41000	110000	4510000	492000
714	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	1000	1500000	1500000	1575000
714	WEDGEDRAIN NON PERMEABLE BASE	26671000	6220	16589362	18003925
714	FLAP GATE 15IN	1000	2400000	2400000	2520000
714	FLAP GATE 21IN	1000	3100000	3100000	3225000
714	FLAP GATE 24IN	1000	3700000	3700000	3835000
722	MANHOLE 48IN	11000	3700000	3700000	3835000
722	MANHOLE 60IN	14000	4600000	6440000	6027000
722	MANHOLE 72IN	14000	4600000	6440000	6027000
722	MANHOLE 84IN	6000	8000000	4800000	47225000

AWARD TO: KPH-INC
 ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering
 DATE OF AWARD
 WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.
 DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION		ABSTRACT OF BIDS RECEIVED					
PROJECT NO.	SHEET NO.	OF	BIDDER				
SU-8-984(164)	7	8	NORTHERN IMPROVEMENT COMPANY				
COUNTY & DATE	JAN 11, 2019 09:30AM	BIDDER					
LENGTH & TYPE	CASS (017)	NORTHERN IMPROVEMENT COMPANY					
COMPLETION TIME	FARGO 52ND AVE (63RD ST-45TH ST)	FARGO, ND					
	10/25/19 GRADING, SALVAGED BASE, PCC PAVEMENT,	C.C. BOND RANK 04					
		C.C. BOND RANK 03					
NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
722	MANHOLE 96IN	1000	EA	11025000	11025000	11025000	11025000
722	MANHOLE RISER 48IN	98420	LF	1500000	14763000	1575000	1550115
722	MANHOLE RISER 60IN	185000	LF	1850000	1617455	1942500	1698328
722	MANHOLE RISER 72IN	410000	LF	2400000	363840	2520000	382032
722	MANHOLE RISER 84IN	151160	LF	4100000	1859760	4305000	1952748
722	MANHOLE RISER 96IN	445360	LF	5500000	3707000	5775000	389255
722	MANHOLE STORM CONNECTION	3000	EA	1500000	4500000	1575000	472500
722	MANHOLE MANHOLE REPAIR	4000	EA	9000000	3600000	9450000	3780000
722	MANHOLE REPAIR	6000	EA	2500000	15000000	2625000	15750000
722	INLET-TYPE 2	19000	EA	2600000	49600000	2520000	47860000
722	INLET-TYPE 2 DOUBLE	4000	EA	3500000	14000000	4200000	16800000
722	INLET SPECIAL-TYPE 2 48IN	18000	EA	3500000	63000000	4200000	62700000
722	INLET SPECIAL-TYPE 2 60IN	10000	EA	4500000	45000000	3150000	42000000
722	INLET SPECIAL-TYPE 2 DOUBLE 84IN	15000	EA	10000000	150000000	4200000	56700000
722	INLET CATCH BASIN	15000	EA	5000000	75000000	4200000	62700000
722	INLET SPECIAL CATCH BASIN 48IN	1000	EA	1900000	1900000	2205000	2205000
722	INLET SPECIAL CATCH BASIN 60IN	2000	EA	2600000	5200000	1470000	2940000
722	INLET SPECIAL CATCH BASIN 72IN	2000	EA	3600000	7200000	3225000	7250000
722	INLET SPECIAL CATCH BASIN 84IN	3000	EA	4900000	14700000	4620000	13860000
722	INLET SPECIAL CATCH BASIN 96IN	2000	EA	6400000	12800000	7110000	14220000
722	ADJUST GATE VALVE BOX	6000	EA	1460000	8760000	7110000	42660000
722	ADJUST UTILITY APPURTENANCE	1000	EA	500000	500000	600000	600000
722	FITTINGS-DUCTILE IRON	344	LBS	611000	210000	600000	206000
722	GATE VALVE & BOX 6IN	5000	EA	2000000	10000000	1950000	9750000
722	GATE VALVE & BOX 12IN	5000	EA	3750000	18750000	3850000	30800000
722	GATE VALVE & BOX 18IN	1000	EA	12000000	12000000	14725000	12495000
722	HYDRANT-1 1/2" 5IN	5000	EA	4500000	22500000	4725000	23625000
722	HYDRANT-EXTENSION	8450	LF	7500000	6337500	7900000	6675000
722	HYDRANT HYDRANT	1000	EA	700000	700000	735000	735000
722	WATERMAIN 6IN PVC	67000	LF	49000	3283000	51450	344715
722	WATERMAIN 12IN PVC	2853000	LF	57000	16262100	59850	17075205
722	WATERMAIN 16IN PVC	207000	LF	125000	2587500	131250	2711875
722	WATERMAIN	100000	LF	200000	2000000	210000	2100000
722	REMOVE GATE VALVE BOX	1000	EA	700000	700000	735000	735000
722	CURB & GUTTER-TYPE I	3665000	LF	23500	81427800	280000	2980000
722	IMPRINTED CONCRETE	1618000	SY	701250	11351675	74000	8229750
722	SIDWALK CONCRETE 5IN	1677800	SY	37050	59346690	36900	30983800
722	SIDWALK CONCRETE 8IN	770000	SY	44500	34168000	46750	3597750
722	CONCRETE MEDIAN NOSE PAVING	121000	SY	145000	17545000	105000	12705000
722	RECTANGULAR WARNING PANELS	341000	SY	44500	1514040	46750	1594175
722	TEMPORARY SAFETY FENCE	734000	LF	42000	3082800	44250	3247950
722	FLAT SHEET FOR SIGNS-TYPE XI	432000	LF	232000	10022400	244500	10584000
722	FLAT SHEET FOR SIGNS-TYPE IV	2650000	LF	5000	13250000	3500	9275000
722	FLAT SHEET FOR SIGNS-TYPE D	444000	LF	19000	847400	19950	88970
722	DELINEATORS-TYPE D	319000	EA	17000	5423000	17850	56640
722	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	75000	EA	61000	457500	64050	480375
722	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	1073000	LF	17900	1920670	18800	2017240

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION 7 KPH INC. WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION		SHEET NO. 8 OF 8		ABSTRACT OF BIDS RECEIVED	
PROJECT NO.	SU-8-984(164)	BIDDER	STRATA CORPORATION	BIDDER	NORTHERN IMPROVEMENT COMPANY
COUNTY & DATE	CASS (017) JAN 11, 2019 09:30AM	BIDDER	GRAND FORKS, ND	BIDDER	FARGO, ND
LENGTH & TYPE	1.786	C.C. BOND	RANK 03	C.C. BOND	RANK 04
COMPLETION TIME	FARGO 52ND AVE (63RD ST-45TH ST) 10/25/19 GRADING, SALVAGED BASE, PCC PAVEMENT,	AMOUNT	AMOUNT	AMOUNT	AMOUNT
ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	BID PRICE	BID PRICE
762 PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	SF	960000	25000	2400000	2520000
762 SHORT TERM 4IN LINE-TYPE R	LF	11142000	1230	1370466	1300
762 SHORT TERM 8IN LINE-TYPE R	LF	1902000	1950	175850	184910
762 SHORT TERM 24IN LINE-TYPE R	LF	27000	18500	49950	52515
762 SHORT TERM MESSAGE-TYPE R	SF	64000	13500	86400	90880
762 PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	LF	5264000	2800	1473920	1552880
762 PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	LF	27000	8000	21600	222680
762 PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	LF	14538000	8450	1228410	12938820
762 PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	LF	342000	17000	581400	5910470
762 PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	LF	1739000	28200	6878400	29650
762 W-BEAM GUARDRAIL	LF	4102000	8900	3650780	37000
764 W-BEAM GUARDRAIL END TERMINAL	EA	50000	33100	1783080	1879600
764 REMOVE W-BEAM GUARDRAIL & POSTS	EA	336000	21200000	848000	890000
764 ATTENUATING SYSTEM A	EA	4000	4050	136080	142800
764 ATTENUATING SYSTEM B	EA	4000	20000	80000	84000
770 LIGHTING SYSTEM	EA	5000	25560000	12780000	12000000
770 LIGHTING SYSTEM A	EA	4000	76100000	30440000	32000000
772 INTERISE TRAFFIC SIGNALS	EA	1000	7370000	7370000	7800000
772 INTERISE TRAFFIC SIGNAL SYSTEM	EA	1000	6000000	6000000	6500000
772 REMOVE TRAFFIC SIGNAL SYSTEM	EA	1000	170980000	170980000	190000000
772 IT SYSTEM	EA	1000	3500000	3500000	4000000
772 TRAFFIC SIGNAL SYSTEM - SITE 1	EA	1000	78200000	78200000	82110000
772 TRAFFIC SIGNAL SYSTEM - SITE 2	EA	1000	232757000	232757000	265000000
910 MODIFY MANHOLES	EA	1000	244298000	244298000	275000000
930 BRIDGE BENCH MARKS	EA	1000	170000000	170000000	173250000
950 ABUTMENT UNDERDRAIN SYSTEM	EA	1000	280000000	280000000	300000000
970 BENCH	EA	4000	140000000	560000000	588000000
970 TRASH RECEPTACLE	EA	2000	180000000	360000000	360000000
990 PIPE CLEANOUT	EA	2000	110000000	220000000	350000000
TOTAL		20000	17000000	14000000	14700000
			NO LIMIT	NO LIMIT	2129751957

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
 Deputy Director For Engineering
 8
 DATE OF AWARD
 WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.
 DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

COVER SHEET
CITY OF FARGO PROJECTS

31-1

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:

CONCRETE PAVING, CURB AND GUTTER, STORM SEWER, SANITARY SEWER, WATERMAIN, SIDEWALK, STREET LIGHTING, TRAFFIC SIGNALS, LANDSCAPING & INCIDENTALS

Improvement District No. BR-18-A

Call For Bids January 28, 2019

Advertise Dates February 4 & 11, 2019

Bid Opening Date (NDDOT) March 8, 2019

Substantial Completion Date October 18, 2019

Final Completion Date February 1, 2020

N/A PWPEC Report (Part of 2019 CIP)

X Engineer's Report (Attach Copy)

N/A Direct City Auditor to Advertise for Bids (to be bid by NDDOT)

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Scott Olson

Phone No. 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

CONCRETE PAVING, CURB & GUTTER, STORM SEWER, SANITARY SEWER,
WATERMAIN, SIDEWALK, STREET LIGHTING, TRAFFIC SIGNALS, LANDSCAPING &
INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-18-A

Nature and Scope

This project is for the pavement reconstruction of Main Avenue North from 2nd Street North to Broadway. It provides for the replacement of the existing watermain and sanitary sewer, installation of new storm sewer, traffic signals, street lighting, new sidewalk and roadway including a roundabout at the 2nd Street intersection.

This project was approved by the Fargo City Commission under the 2018 Capital Improvements Program (CIP) and the project's federally mandated environmental document was approved by the Fargo City Commission.

Purpose

Main Avenue is an arterial street that services Fargo and is part of the NDDOT Regional Highway System. The existing street section is deteriorated and in need of replacement. The sewer and water main replacement portions of the project will replace deteriorated mains and service piping that will be located under the new street section. The addition of the roundabout will help facilitate and improve traffic flows entering the City.

Feasibility

The estimated construction cost is approximately \$8,544,414. Funding for the project will consist of Federal Highway Funds from the NDDOT's Regional Highway System, Watermain Replacement Funds, Water Utility Funds, Sewer Utility Funds, Special Assessments and Sales Tax Funds (Local). The project's cost breakout is as follows:

<u>Estimated Fargo Share of Construction</u>	\$	2,374,811
Plus 6% Engineering Fees:	\$	142,489
Plus 4.28% Administration Fees:	\$	101,585
Plus 3% Legal & Misc. Fees:	\$	71,244
Plus 4% Interest Fees:	\$	94,992
Plus Special Items		
Consulting Engineering Fees:	\$	150,000
City of Fargo Incentive:	\$	500,000
10% of Preliminary Engineering Fees:	\$	140,000
10% of Construction Engineering Fees:	\$	68,552
Utility Conflict Resolution:	\$	10,000
Railroad Flagging:	\$	2,000
Total Estimated City Costs	\$	3,655,673

<u>Estimated DOT Share of Construction</u>	\$ 6,169,603
90% of Preliminary Engineering Fees:	\$ 1,260,000
90% of Construction Engineering Fees:	\$ 616,960
Utility Conflict Resolution:	\$ 90,000
Railroad Flagging:	\$ 18,000
Total Estimated DOT Cost:	\$ 8,154,563

Total Estimated Project Cost: \$ 11,810,236

Project Funding Summary


Federal Highway Funds	(62.09%)	\$ 7,332,764
State DOT Funds	(6.96%)	\$ 821,799
Water Utility Funds	(4.51%)	\$ 533,094
Wastewater Utility Funds	(2.01%)	\$ 237,259
Street Sales Tax	(7.06%)	\$ 833,921
Special Assessments	(17.37%)	\$ 2,051,399

Total Estimated Project Cost \$ 11,810,236

Costs will be special assessed according to City policy.

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

**CITY OF FARGO
ENGINEERING DEPARTMENT**

LOCATION & COMPRISING

**CONCRETE PAVING, CURB AND GUTTER, STORM SEWER, SANITARY SEWER,
WATERMAIN, SIDEWALK, STREET LIGHTING, TRAFFIC SIGNALS, LANDSCAPING &
INCIDENTALS**

IMPROVEMENT DISTRICT NO. BR-18-A

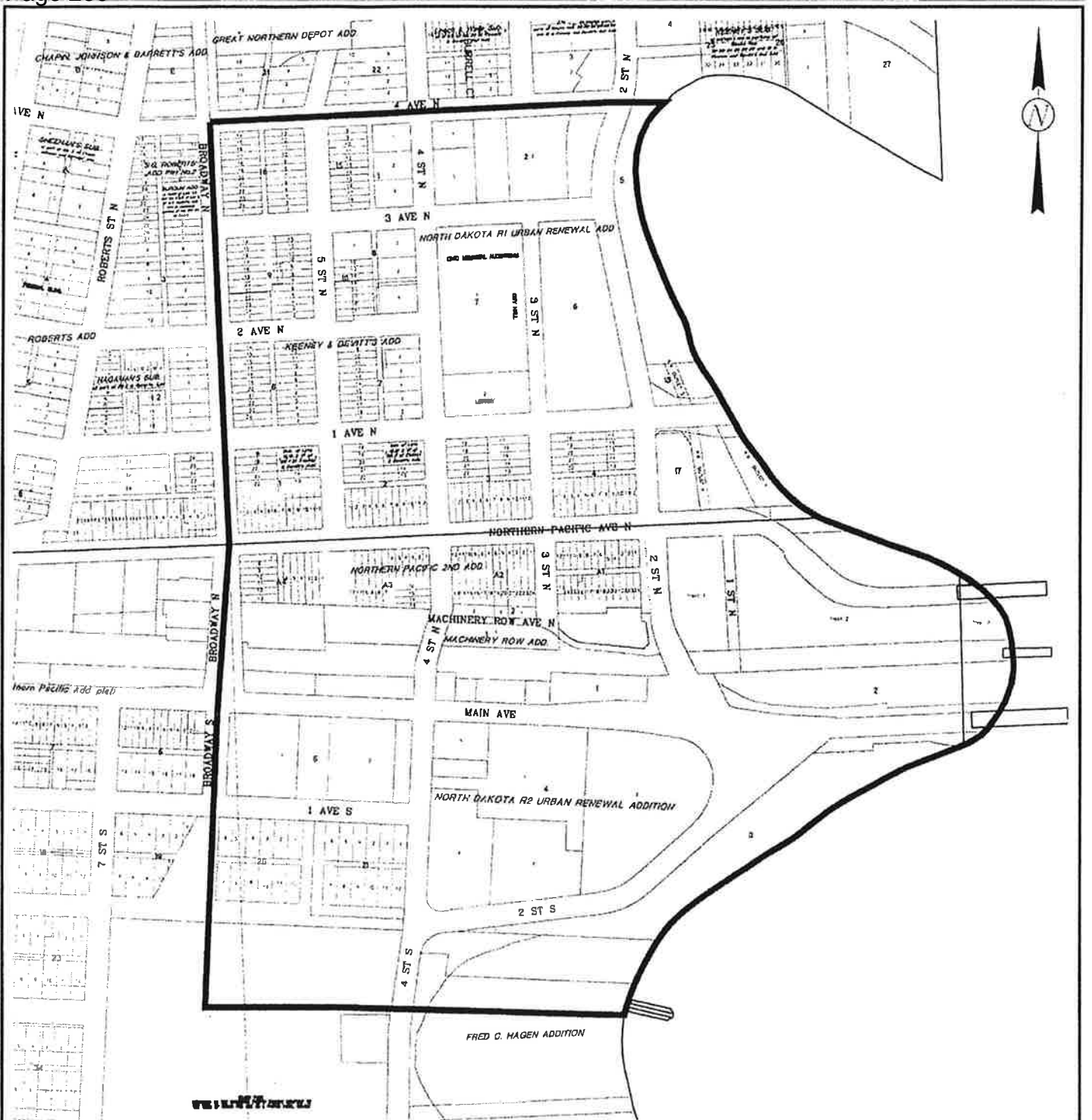
LOCATION:

On Main Avenue from the Red River of the North to Broadway.

COMPRISING:

An area bound on the north by 4th Avenue North, bound on the west by Broadway to 1st Avenue South including lot 19 & 20, ALL OF VAC 6 ST S & 2 AVE S & ALL OF VAC ALLEYS & W 1/2 OF VAC 5 ST S of Original Townsite and UNPLATTED IN N 1/2 SEC 7, TWP 139N, RGE 48 W, THAT PT OF ISLAND PK 1150 FT WIDE LYING E OF 7 ST S & EXTENDING FROM N LN OF 2 AVE S EXTENDING TO N LN OF C A ROBERTS ADDN & ISLAND PARK, bound on the south by UNPLATTED IN N 1/2 SEC 7, TWP 139N, RGE 48 W, THAT PT OF ISLAND PK 1150 FT WIDE LYING E OF 7 ST S & EXTENDING FROM N LN OF 2 AVE S EXTENDING TO N LN OF C A ROBERTS ADDN & ISLAND PARK and BEG AT A PT ON LEFT BANK OF RED RIVER OF N 506.64 FT S & 449.91 FT W OF SE COR OF BLK 4, WHITES 2, TO CITY OF MOORHEAD, MN, SAID PT CORRESPONDING & RELATED TO & 60 FT SWLY FROM CENTERLINE STATION 12 PLUS 66.48 OF FARGO- MOORHEAD FLOOD CONTROL PROJ AS ESTAB BY U S CORPS OF ENGINEERS, THEN ALG LEFT BANK OF RED RIVER OF N AS PLATTED BY GENERAL LD OFFICE IN 1860, TO A PT CORRESPONDING & RELATED TO & 60 FT NWLY FROM CENTERLINE STATION 2 PLUS 50, SD PT BEING 494.19 FT NLY & 332.56 FT WLY OF SE COR OF BLK 4, WHITES 2 ADDN TO CITY OF MOORHEAD, MN AS EST BY U S CORPS OF ENGINEERS, THEN IN AN UPSTREAM DIR, FOLL W BANK OF RED RIVER OF N ALG AN 08 DEG 11 MIN 30 SEC CURVE TO LEFT AS ESTAB BY U S CORPS OF ENGINEERS TO PT OF BEG of Fred C Hagen Addition, bound on the east by the Red River of the North.

All the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

CONCRETE PAVING, CURB AND GUTTER, STORM SEWER,
SANITARY SEWER, WATERMAIN, SIDEWALK, STREET LIGHTING,
TRAFFIC SIGNALS, LANDSCAPING AND INCIDENTALS.

IMPROVEMENT DISTRICT NO. BR-18-A

COVER SHEET
CITY OF FARGO PROJECTS

31-2

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:

PC Concrete Paving & Incidentals

Improvement District No. PN-18-C

Call For Bids January 28, 2019

Advertise Dates February 4 & 11, 2019

Bid Opening Date March 6, 2019

Substantial Completion Date August 15, 2019

Final Completion Date September 15, 2019

- PWPEC Report (Attach Copy)
- Engineer's Report (Attach Copy)
- Direct City Auditor to Advertise for Bids
- Bid Quantities (Attach Copy for Auditor's Office Only)
- Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Satterlund

Phone No. 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:

- Create District (Attach Copy of Legal Description)
- Order Plans & Specifications
- Approve Plans & Specifications
- Adopt Resolution of Necessity
- Approve Escrow Agreement (Attach Copy for Commission Office Only)
- Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
PC CONCRETE PAVING & INCIDENTALS
IMPROVEMENT DISTRICT NO. PN-18-C

Nature & Scope

This project is for new construction of concrete paving, signing, street lighting, and incidentals for 43rd Street North between 19th Avenue North and 28th Avenue North, 24th Avenue North between 43rd Street North and 41st Street North, and 41st Street North between the existing concrete paving and 24th Avenue North, all in Laverne's Addition.

Purpose

This project is to provide infrastructure for future commercial development within Laverne's Addition.

Feasibility

The estimated cost of construction is \$2,025,290.00.


The costs for the Improvement District are estimated as follows:

Special Assessed Costs

<u>Estimated Construction Cost:</u>	\$ 2,025,290.00
Engineering Fees (11%):	\$ 222,781.90
Legal & Misc Fees (3%):	\$ 60,758.70
Administration Fees (6%):	\$ 121,517.40
Interest Fees (4%):	<u>\$ 81,011.60</u>
Total Estimated Assessed Cost:	\$ 2,511,359.60

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

PC CONCRETE PAVING & INCIDENTALS

IMPROVEMENT DISTRICT NO. PN-18-C

LOCATION:

On 43rd Street North from 19th Avenue North to 28th Avenue North.

On 41st Street North from 900' north of 19th Avenue North to 24th Avenue North.

On 24th Avenue North between 41st Street North and 43rd Street North.

All located in Laverne's Addition.

COMPRISING:

Lot 1, Block 1.

All in Phoenix Addition.

Lots 1 through 13, Block 1.

Lots 1 through 7, Block 2.

Lots 1 through 5, Block 3.

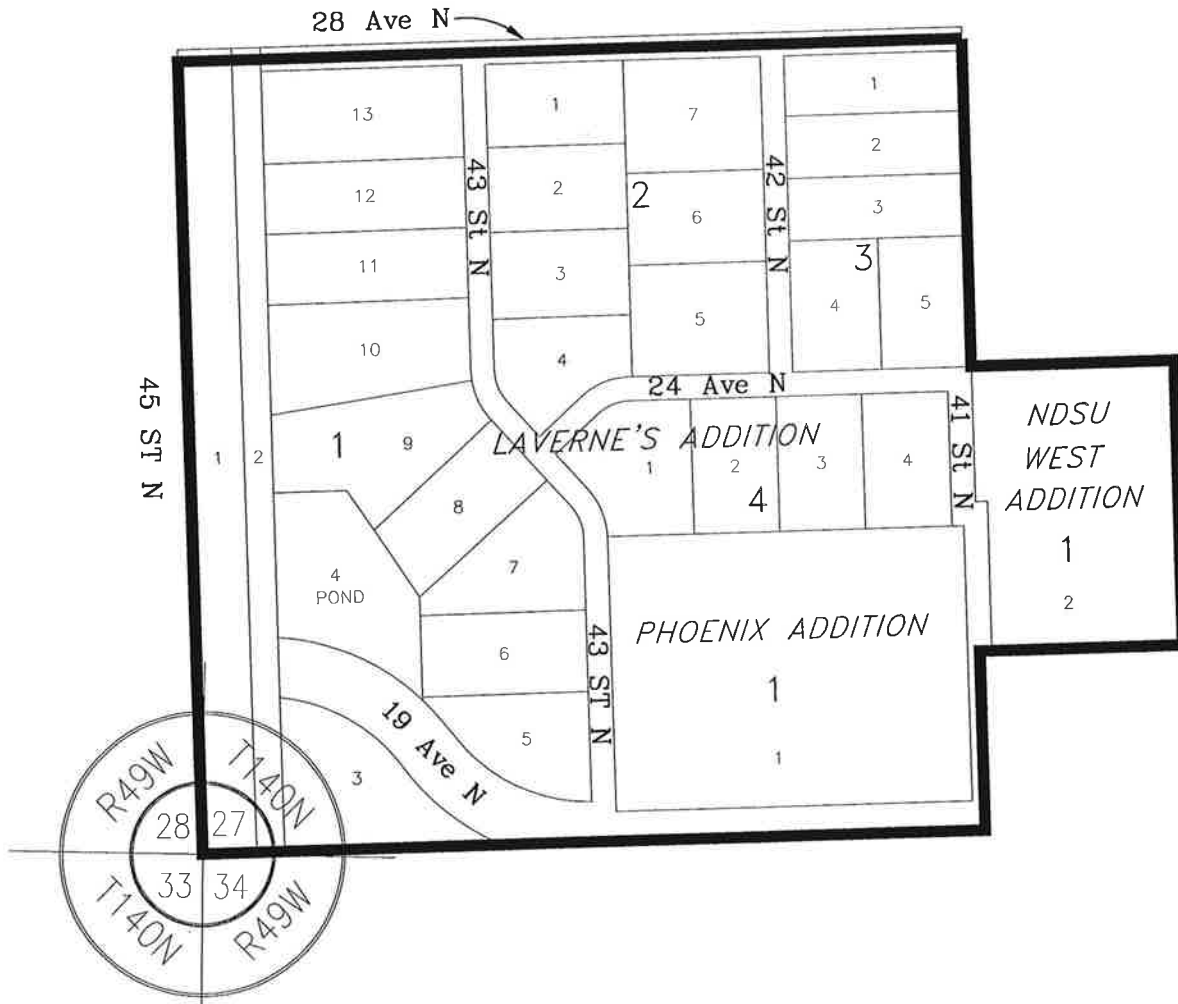
Lots 1 through 4, Block 4.

All in Laverne's Addition.

A portion of Lot 2, Block 1 approximately 14.7 acres bounded on the south by the north lot line of Lot 1 of said Block; the east by the northerly extension of the east lot line of Lot 2 a distance of 950.93'; the north by the easterly extension of the north right of way line of 24th Avenue North a distance of 655.00'; and the west by the 41st Street North east right of way line.

All in NDSU West Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

PC CONCRETE PAVING
& INCIDENTALS

IMPROVEMENT DISTRICT NO. PN-18-C