

FARGO CITY COMMISSION AGENDA
Monday, July 31, 2017 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at 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.; and are also included in our video archive at FargoND.gov/citycommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, July 17, 2017).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading, waive reading and final adoption of the following Ordinances:
 - a. Rezoning Certain Parcels of Land Lying in Pantzke Addition.
 - b. Amending Section 20-1005 of Article 20-10 of Chapter 20 of the Fargo Municipal Code (Land Development Code) relating to Nonconformities.
- 2. Applications for property tax exemptions for improvements made to buildings:
 - a. Leslie and Oleg Rusakov, 3010 20th Street South (3 year)
 - b. Kathleen M. Beeson, 1229 3rd Street North (5 year).
 - c. Gary L. and Diane M. Roeder, 410 22nd Avenue North (5 year).
 - d. Kim M. and Beverly A. Colwell, 3520 Longfellow Road North (5 year).
- 3. Site Authorization for Sts. Anne & Joachim Catholic Church at Sts. Anne & Joachim Catholic Church.
- 4. Applications for Games of Chance:
 - a. Fargo North High School for a calendar raffle from 8/22/17 to 5/22/18.
 - b. Fargo North High School for a calendar raffle from 8/22/17 to 5/22/18.
 - c. Fargo Davies High School for a calendar raffle from 8/26/17 to 5/15/18.
 - d. Fargo Davies High School for a calendar raffle from 11/21/17 to 2/17/18.
 - e. Holy Spirit Catholic Church for bingo, raffle and calendar raffle from 10/1/17 to 10/29/17.
 - f. Friendship Inc. for a raffle on 11/3/17.
 - g. CHI Riverview for a raffle on 10/8/17.
 - h. ND Section of American Water Works Association for a raffle from 10/17/17 to 10/19/17.
 - i. Bethany Auxiliary for a raffle on 8/3/17.
- 5. Six-month extension of the Class “A” Alcoholic Beverage License for the Ground Round.
- 6. Authorization to Draw from Loan Agreement dated as of 7/1/17 with Wells Fargo Bank, N.A.
- 7. Purchase Agreement and Quitclaim Deed to Arnold Berg Jr. for the sale of property located in Tyler’s Addition in the amount of \$16,500.00.

8. Contract Agreement with Patrick J.E. Thoemke to support the implementation of healthy concession stand options.
9. Bus Service Agreement with Roers Development Inc.
10. Amendment to Joint Powers Agreement for Transit Support, Agreement for Transit Services and Bus Advertising Wrap Agreement Advertising Agreement No. 17-F09 all with NDSU.
11. Task Order No. 5 with AE2S in the amount of \$52,000.00 for The Fargo Project.
12. Contract Amendment with Interface Studio LLC in the amount of up to \$54,000.00 for the Downtown Master Plan.
13. Change Orders for the Roberts Commons Parking Garage:
 - a. No. 3 for an increase of \$5,187.65.
 - b. No. 4 for an increase of \$1,478.81.
 - c. No. 5 for an increase of \$18,037.49.
 - d. No. 6 for an increase of \$472.80.
 - e. No. 7 for an increase of \$2,832.50.
14. Submission of the 2016 Consolidated Annual Performance Evaluation Report for the City's Community Development Programs to HUD.
15. Awarding of the 2018 tree order (RFP17218).
16. Change Order No. 10 for an increase of \$43,831.00 for the general construction contract of Project No. WA1301.
17. Sole Source Procurement of chlorine feed equipment from Hawkins, Inc. in an amount of up to \$166,991.00 for Project No. WA1301.
18. Task Order No. 96 with AE2S in the amount of \$328,650.00 for Project No. WA1510.
19. Change Order No. 3 for an increase of \$3,600.00 for Project No. WA1601.
20. 60-day time extension for Project No. SW17-02, Cell No. 14, 16, 17 Phase II and partial closure project at the Landfill.
21. Final Balancing Change Order No. 1 for an increase of \$3,850.00 for Project No. SW16-02.
22. Agreement for Engineering Technician I with Matthew Licht.
23. Purchase Agreement for property at 602 Hackberry Drive South (Project No. MS-15-K0).
24. Amendment to the CIP to include Project No. UR-17-F.
25. Bid advertisements for Project Nos. FM-14-63 and UR-17-F.
26. Time Extension to 8/29/17 for Project No. FM-17-A1.
27. Early Building Permit for Border States Electric at 2400 38th Street South.
28. Setback Waiver Request for property at 301 3rd Avenue North.

29. Extension of the 2016/2017 highway deicing salt contract with Compass Minerals America, Inc. for the 2017/2018 snow season at a price of \$93.34 per ton.
30. Extension of the Public Works Master Services Agreement with Kadrmas, Lee & Jackson, Inc. for an additional two years with no change in pricing.
31. Proposal from Iowa Rotocast Plastics, Inc. in the amount of \$35,347.50 for fourteen condiment carts at the FARGODOME.
32. Proposal from Scenic Sign Corp. in the amount of \$27,895.00 to retrofit the east side exterior sign at the FARGODOME to LED lighting.
33. Contract and bond for Project No. SN-17-A1.
34. Bills.
35. Final Balancing Change Orders for the following Improvement Districts:
 - a. No. 1 for a decrease of \$30,096.98 for No. FM-14-12.
 - b. No. 2 for an increase of \$77.96 for No. BR-15-A1.
 - c. No. 2 for a decrease of \$7,058.60 for No. PN-15-N1.
 - d. No. 2 for a decrease of \$65,679.81 for No. PN-15-M1.
 - e. No. 3 for an increase of \$53,848.03 for No. UR-16-A1.
 - f. No. 4 for a decrease of \$47,352.46 for No. BN-15-N1.
 - g. No. 4 for a decrease of \$108,198.92 for No. PR-14-01.
 - h. No. 4 for a decrease of \$21,219.79 for No. BN-15-K1.
 - i. No. 6 for a decrease of \$45,585.64 for No. FM-15-B1.
36. Amended Engineer's Report for Improvement District No. BN-17-G.
37. Bid awards for Improvement District Nos. BN-17-A1 (delayed from 7/17/17 Regular Meeting), BN-17-G1, SL-17-E1, SL-17-F1, SL-17-G1 and UN-15-B1.
38. Creation of Improvement District No. BN-17-H1 to support an infrastructure request for the 2017/2018 construction season.
39. Create Improvement District No. BN-17-H.
40. Contracts and bonds for Improvement District Nos. AN-17-A1, BN-17-A1 and TN-16-F1.

REGULAR AGENDA:

41. Update on the Cass Clay Food Commission and the restructuring of the Cass Clay Food Partners.
42. Commissioner Piepkorn would like to have a discussion regarding Broadway Parking Islands.
43. Public Hearings - 5:15 pm:
 - a. Osgood Townsite Sixth Addition (4575 45th Street South); approval recommended by the Planning Commission on 7/6/17:
 1. Zoning Change from MR-1, Multi-Dwelling Residential to P/I, Public and Institutional with a C-O, Conditional Overlay on Lot 3, Block 1.
 2. 1st reading of rezoning Ordinance.

- b. Osgood Townsite Fifteenth Addition (5050 47th Street South); approval recommended by the Planning Commission on 7/6/17:
 - 1. Zoning Change from LC, Limited Commercial to LC, Limited Commercial, with a PUD, Planned Unit Development Overlay.
 - 2. 1st reading of rezoning Ordinance.
 - 3. Planned Unit Development Master Land Use Plan.
 - c. Dewitts Addition (308 9th Avenue North); approval recommended by the Planning Commission on 7/6/17:
 - 1. Zoning Change from MR-2, Multi-Dwelling Residential to SR-5, Single-Dwelling Residential with a PUD, Planned Unit Development Overlay.
 - 2. 1st reading of rezoning Ordinance.
 - 3. Planned Unit Development Master Land Use Plan.
 - d. Section 5307 Federal Transportation Administration Grant Preliminary Program of Projects for 2017.
 - e. Application filed by BNG Holdings, Inc. for a property tax exemption for an expansion project located at 3285 47th Street South which the applicant will use in the operation of merchant services including processing, payment gateway integration software, point of sale technology and website design.
 - f. Application filed by 1023 Flats for a payment in lieu of tax exemption (PILOT) for a project located at 1023 1st Avenue South which the applicant will use in the operation of a rental property.
 - g. Transfer of a Class "FA" Alcoholic Beverage License from Lone Star Steakhouse d/b/a Lone Star Steakhouse at 1535 University Drive South to David Schlossman d/b/a David Schlossman; denial recommended by the Liquor Control Board on 7/19/17.
 - 1. Consider a six-month extension of the Class "FA" Alcoholic Beverage License for the Lone Star Steakhouse.
 - h. Application filed by R & R LLC d/b/a Reese Riley Bistro for a Class "GH" Alcoholic Beverage License at 2653 45th Street South; denial recommended by the Liquor Control Board on 7/19/17.
 - i. Resolution Providing for the Issuance of Revenue Bonds by the Colorado Health Facilities on Behalf of the Evangelical Lutheran Good Samaritan Society; continued from the 7/17/17 Regular Meeting.
44. Resolution Authorizing the Issuance of Refunding Improvement Bonds, Series 2017C and Refunding Improvement Bonds, Series 2017D.
45. Update from the Human Relations Commission on hate speech and crimes.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 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 web site at FargoND.gov/citycommission.

(1a)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN PANTZKE ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Pantzke Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 6, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on July 17, 2017,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block One (1) of Pantzke Addition to the city of Fargo, Cass County, North Dakota,

is hereby rezoned from "LI", Limited Industrial, District to "LI", Limited Industrial, District with a PUD, Planned Unit Development overlay as follows:

Setbacks:

- The minimum front setback shall be zero (0) feet.

Open Space: Requirement for 10% open space waived pursuant to LDC Section 20-0302.E.8.

Landscaping—Open Space: Reduced to zero (0)

Landscaping—Parking Lot Perimeter: Reduced to zero (0)

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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(SEAL)

Attest:

Steven Sprague, City Auditor

Timothy J. Mahoney, Mayor

First Reading:
Second Reading:
Final Passage:

16

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20-1005
OF ARTICLE 20-10 OF CHAPTER 20 OF
THE FARGO MUNICIPAL CODE (LAND DEVELOPMENT CODE)
RELATING TO NONCONFORMITIES

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-50.1 of the North Dakota Century 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 supercede state laws in conflict therewith and shall be liberally construed for such purpose; 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 20-1005 of Article 20-10 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

* * * * *

§20-1005 Nonconformities Created by Public Action

~~When lot area or setbacks are reduced as a result of conveyance to a federal, state or local government for a public purpose and the remaining area is at least 75 percent of the required minimum standard for the district in which it is located, then that lot shall be deemed to be in compliance with the minimum lot size and setback standards of this Land Development Code.~~

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

When a conveyance of land to a federal, state, or local government for a public purpose results in the creation of nonconformity to Article 20-04, Article 20-05, or Article 20-07 of the Land Development Code, such nonconformity shall not be deemed to be a violation of the Land Development Code. Such nonconformity shall be deemed to be in compliance with the Land Development Code until such time that subsequent development activity will trigger Land Development Code provisions as applicable at the time of such activity.

Section 2. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$500; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 3. Effective Date.

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

Timothy J. Mahoney, Mayor

(Seal)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:
Publication:

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July 20, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3010 20 St S as submitted by Leslie & Oleg Rusakov. 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.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$90 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

krw
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 Leslie & Oleg RUSAKOV Phone No. 701-239-4065

2. Address of Property 3010 20 STS

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Pt of Lt 16 & 17 BK 5 Rhrault

4. Parcel Number 01-2350-00692-000 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). Re Side dwelling

7. Building Permit No. 170735 8. Year Built 1984

9. Date of Commencement of making the improvement 5/2017

10. Estimated market value of property before improvement \$ 140,000

11. Cost of making the improvement (all labor, material and overhead) \$ 24,000

12. Estimated market value of property after improvement \$ 146,900

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 7/10/17

Assessor's Determination

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

Assessor's Signature [Signature] Date 7/21/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



26

July 20, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1229 3 St N as submitted by Kathleen M Beeson. 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 \$190 with the City of Fargo's share being \$30.

Sincerely,

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

Ben Hushka
City Assessor

krw
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 Kathleen Beeson Phone No. 232-4929

2. Address of Property 1229 3 St N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. _____
Lt 8 BIKS Holes 1st

4. Parcel Number 01-1360-0130 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). All windows & Ext. doors replaced
Carpet in Attic, Door bells, smoke detectors, Hand Railings & Ceiling in D.R.

7. Building Permit No. 170536 8. Year Built 1926

9. Date of Commencement of making the improvement April 2017

10. Estimated market value of property before improvement \$ 177,400

11. Cost of making the improvement (all labor, material and overhead) \$ 37,563

12. Estimated market value of property after improvement \$ 192,200

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 Kathleen M. Beeson Date 7/15/17

Assessor's Determination

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

Assessor's Signature Don Puchta Date 7/21/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



20

July 20, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 410 22 Ave N as submitted by Gary L & Diane M Roeder. 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 \$180 with the City of Fargo's share being \$30.

Sincerely,

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

Ben Hushka
City Assessor

krw
attachment

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

Property Identification

1. Name of Property Owner	<u>Gary + Diane Roeder</u>	Phone No.	<u>526-8839</u>
2. Address of Property	<u>410 22 AVEN</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed.	<u>L+21 BIK3 Minnie Hector Smith</u>		
4. Parcel Number	<u>01-2780-0047000</u>	Residential	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	<u>Same</u>		
City	State	Zip Code	

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Full Kitchen Remodel</u>		
7. Building Permit No.	<u>170046</u>	8. Year Built	<u>1954</u>
9. Date of Commencement of making the improvement	<u>January 2017</u>		
10. Estimated market value of property before improvement	\$	<u>143,600</u>	
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>30,000</u>	
12. Estimated market value of property after improvement	\$	<u>157,700</u>	

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>[Signature]</u> Date <u>7/16/17</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>[Signature]</u> Date <u>7/21/17</u>

Action of Governing Body

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



2d

July 20, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3520 Longfellow Rd N as submitted by Kim M & Beverly A Colwell. 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 \$390 with the City of Fargo's share being \$65.

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

krw
attachment

125 5 YEARS

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 Kim M. + Beverly A. Colwell Phone No. 701-232-8287
701-730-8213

2. Address of Property 3520 Longfellow Rd
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed, LOT 10 Block 4 Golf Course 2ND

4. Parcel Number 01-1002-00240-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 3520 Longfellow Road
City FARGO State ND Zip Code 58102

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). Removal Kitchen + installed HARDWOOD FLOOR on main level

7. Building Permit No. BL20170355 8. Year Built 1974

9. Date of Commencement of making the improvement 4/3/17

10. Estimated market value of property before improvement \$ 245,200.00

11. Cost of making the improvement (all labor, material and overhead) \$ 65,960.42

12. Estimated market value of property after improvement \$ 275,200

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 Kim M. Colwell Date 6-5-17

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reasons: 5 YEARS FOR QUALIFYING WORK
Assessor's Signature Dea Dunbar Date 7/21/17

Action of Governing Body

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



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17998 (07/2016)

3

G-0217(291)A
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
STS ANNE & JOACHIM CATHOLIC CHURCH

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

Name of Location STS ANNE & JOACHIM CATHOLIC CHURCH			
Street 5202 25TH ST S	City FARGO	ZIP Code 58104	County CASS
Beginning Date(s) Authorized 7/1/17	Ending Date(s) Authorized 6/30/18	Number of twenty-one tables if zero, enter "0":	
Specific location where games of chance will be conducted and played at the site (required) SOCIAL HALL			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known SPECIFIC DATE UNKNOWN FOR RAFFLE; MID NOVEMBER 2017 ANTICIPATED			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Auditor	Date 7/31/17
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

(A)

\$25.00
 7-17-17
 CC 7302

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

Name of Non-profit Organization <i>Fargo North High School</i>		Date(s) of Activity <i>8-22-17 to 5-20-18</i>		For a raffle, provide drawing date(s): <i>See attached</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Travis Christensen</i>		Title <i>Activities Coordinator</i>		Business Phone Number <i>701-446-2907</i>	
Business Address <i>801 17th Ave N.</i>		City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58102</i>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <i>Fargo North High School</i>		Site Address <i>801 17th Ave. N</i>			
City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58102</i>	County <i>Cass</i>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<i>50/50 Raffles</i>	<i>held on dates listed on attached sheets.</i>	<i>Average winnings per event are \$100. 62 events = estimated total prize value of \$3000</i>			
Total:					<i>\$3,000</i> <small>(Limit \$12,000 per year)</small>

Intended uses of gaming proceeds: *Proceeds go to fundraising accounts of various athletic programs.*

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: \$ *3,000* . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>[Signature]</i>	Date <i>7-1-17</i>	Title <i>Activities Coordinator</i>	Business Phone Number <i>701-446-2907</i>
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(46)

\$25.00
7-17-17
CC 7362



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 <i>Fargo North High School</i>	Date(s) of Activity <i>8-22-17 to 5-22-18</i>	For a raffle, provide drawing date(s): <i>See attached</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Travis Christensen</i>	Title <i>Activities Coordinator</i>	Business Phone Number <i>701-4462407</i>	
Business Address <i>801 17th Ave N.</i>	City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58102</i>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <i>Fargo Coliseum</i>	Site Address <i>807 17th Ave. N.</i>		
City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58102</i>	County <i>Cass</i>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
	<i>50/50 Raffles held on dates listed on attached sheets. Average winnings per event are \$100. 32 events = estimated total prize value of \$3,000</i>	

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit \$12,000 per year)
\$3,000

Intended uses of gaming proceeds: *Proceeds go to fundraising accounts of various athletic programs.*

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

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

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

Signature of Organization's Top Executive Official <i>[Signature]</i>	Date <i>7-1-17</i>	Title <i>Activities Coordinator</i>	Business Phone Number <i>701-4462407</i>
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

(40)

\$25.00
 7-17-17
 3185

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

Name of Non-profit Organization <i>Fargo Davies H.S.</i>		Date(s) of Activity <i>8.26.17 to 5.15.18</i>		For a raffle, provide drawing date(s): <i>Attached</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income		Title		Business Phone Number	
Business Address <i>7150 25th St. S</i>		City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58104</i>
Mailing Address (if different) <i>Same</i>		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <i>Davies High School</i>		Site Address <i>7150 25th St. S</i>			
City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58104</i>	County <i>Cass</i>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<i>50/50 RAFFLE</i>	<i>1/2 money collected</i>	<i>\$7500.-</i>			
Total:					(Limit \$12,000 per year) <i>\$ 2500.00</i>

Intended uses of gaming proceeds: *Fundraiser*

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: \$ *2500* . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Larry Dehauser</i>	Date <i>7.17.17</i>	Title <i>AD</i>	Business Phone Number <i>701.496.5608</i>
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

4d

\$25.00
 7-17-17
 ✓3186

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

Name of Non-profit Organization <i>Fargo Davies HS</i>		Date(s) of Activity <i>11.21.17 to 2.17.18</i>		For a raffle, provide drawing date(s): <i>Ahead</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Lenny Ohihouse</i>		Title <i>AO</i>		Business Phone Number <i>701.446.5608</i>	
Business Address <i>7150 25th St S</i>		City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58104</i>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <i>Scheels Arena</i>		Site Address <i>5225 31st Ave</i>			
City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58105</i>	County <i>Cass</i>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<i>50/50</i>	<i>1/2 money collected</i>	<i>2500</i>			
Total:					(Limit \$12,000 per year) \$ 2500

Intended uses of gaming proceeds: *Fundraise*

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: \$ *2500* . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
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\$ 25.00
V#10288
7-17-17

AE



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 Holy Spirit Catholic Church	Date(s) of Activity 10/1/2017 to 10/29/2017	For a raffle, provide drawing date(s): 10/29/2017	
Person Responsible for the Gaming Operation and Disbursement of Net Income Barb Stenberg	Title Business Mgr	Business Phone Number (701) 232-5900	
Business Address 1420 7th St N	City Fargo	State ND	Zip Code 58102-0000
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Holy Spirit Catholic Church	Site Address 1420 7th St N		
City Fargo	State ND	Zip Code 58102-0000	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input checked="" type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Cash	\$1,000.00	Bingo	10 Turkeys	\$240.00
Raffle	Cash	\$700.00			
Raffle	Cash	\$500.00			
Raffle	Cash	\$250.00			
Raffle	Cash Week one	\$100.00			
Raffle	Cash Week two	\$100.00			
Raffle	Cash Week three	\$100.00			
Raffle	Cash Week four	\$100.00			

(Limit \$12,000 per year)
Total: \$ 3,090.00

Intended uses of gaming proceeds: General fund use

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

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

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

Signature of Organization's Top Executive Official <i>Barb Stenberg</i>	Date 8-30-17	Title Business mgr	Business Phone Number 701-232-5900 701-232-5903
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(Af)

\$25.00
7-17-17
Villedo



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 <u>Friendship Inc</u>		Date(s) of Activity Nov 3 to Nov 3		For a raffle, provide drawing date(s): November 3, 2017	
Person Responsible for the Gaming Operation and Disbursement of Net Income Dori Leslie		Title Vice President		Business Phone Number 701-235-8217	
Business Address 801 Page Drive		City Fargo	State ND	Zip Code 58103	
Mailing Address (if different)		City	State	Zip Code	
Name of Site Where Game(s) will be Conducted CHI Friendship		Site Address 801 Page Drive			
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 checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Visa Gift Card	\$100.00			
Raffle	Visa Gift Card	\$100.00			
Raffle	Visa Gift Card	\$50.00			
Raffle	Visa Gift Card	\$50.00			
Raffle	Visa Gift Card	\$50.00			
Raffle	Visa Gift Card	\$50.00			
Raffle	Visa Gift Card	\$50.00			
Raffle	Visa Gift Card	\$50.00			
Total:					(Limit \$12,000 per year) \$ 500.00

Intended uses of gaming proceeds: Provide Christmas gifts for the people we support (people with developmental disabilities)

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

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

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

Signature of Organization's Top Executive Official <i>[Signature]</i>	Date 7-12-17	Title Controller	Business Phone Number (701) 235-8217
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

49

*Money order 25.00
7/19/17*

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

Name of Non-profit Organization <i>CHI RIVERVIEW</i>		Date(s) of Activity <i>10-8-17 to 10-8-17</i>		For a raffle, provide drawing date(s): <i>10-8-17</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>JEFF PEDERSON</i>		Title <i>PRESIDENT</i>		Business Phone Number <i>701-237-4700</i>	
Business Address <i>5300-12 St. S</i>		City <i>FARGO</i>		State <i>ND</i>	Zip Code <i>58104</i>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <i>RIVERVIEW</i>		Site Address <i>5300-12 St. S</i>			
City <i>FARGO</i>		State <i>ND</i>	Zip Code <i>58104</i>	County <i>CASS</i>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
RAFFIE	CASH	1,000			
RAFFIE	45" UHD ^{Samsung} TV	1,750			
RAFFIE	CASH	500			
RAFFIE	CASH	250			
RAFFIE	BOILER ROOM GIFT CERTIFICATE	250			
Total:					(Limit \$12,000 per year) <i>\$ 2675⁰⁰</i>

Intended uses of gaming proceeds: *Operational Expenses*

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 1-800-826-9240.

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

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

Signature of Organization's Top Executive Official <i>Jeff Pederson</i>	Date <i>7-14-17</i>	Title <i>President</i>	Business Phone Number <i>701-237-4700</i>
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(4h)

✓ 2119
25.00
7/21/17



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 ND Section of American Water Works Ass		Date(s) of Activity 10/17 to 10/19		For a raffle, provide drawing date(s): OCT 18th 2017	
Person responsible for the Gaming Operation and Disbursement of Net Income David Bruschein		Title Secretary		Business Phone Number 701-328-5259	
Business Address 918 E. Divide Ave		City Bismarck		State ND	Zip Code 58501-1947
Mailing Address (if different) Same		City Same		State	Zip Code
Name of Site Where Game(s) will be Conducted Holiday Inn		Site Address 3803 13th Ave South			
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.
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker * Twenty-one * Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Cash	150 ⁰⁰			
Raffle	Cash	100 ⁰⁰			
Raffle	Cash	50 ⁰⁰			
(Limit \$12,000 per year)					
Total: \$ 300.00					

Intended uses of gaming proceeds: Support Water projects in under developed countries through Water for people

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

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

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

Signature of Organization's Top Executive Official <i>Wanda Flesch</i>	Date 7-July-17	Title N.D. AWWA Chair	Business Phone Number 701-840-8666
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

4

\$25.00
 CASH
 7-27-17

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

Name of Non-profit Organization Bethany Auxiliary		Date(s) of Activity 8/3/2017 to 8/3/2017		For a raffle, provide drawing date(s): 8/3/17	
Person Responsible for the Gaming Operation and Disbursement of Net Income Laurie Schnabel		Title Dir, Comm Lif		Business Phone Number (701) 478-8904	
Business Address 201 University Dr S		City Fargo		State ND	Zip Code
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Bethany Retirement Living		Site Address 4255 30 Ave S			
City Fargo		State ND	Zip Code 58104-1775	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 checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
50-50 raffle	CASH	\$6000			
Total:					(Limit \$12,000 per year) \$6000

Intended uses of gaming proceeds: to purchase equipment, supplies and services to enrich the quality of life for residents at Bethany Retirement Living

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

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

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

Signature of Organization's Top Executive Official <i>Laurie Schnabel</i>	Date 7-26-17	Title Community Life Director	Business Phone Number 701-478-8904
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5

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Ground Round Liquor License
DATE: July 21, 2017

The Ground Round restaurant emailed the Auditor's office requesting an extension of time to transfer their class A alcoholic beverage license. They have closed the restaurant and are actively pursuing selling the building and the liquor license

They are requesting a six month extension of ordinance 25-1512 on their liquor license to allow them time to sell the building and transfer the license. Extending the license until January 2018 will offer them time to find a ready buyer. I would recommend this extension.

Recommended Motion:

Approve a six month extension of ordinance 25-1512 until January 31, 2018 for The Ground Round class A liquor license.



Former Ground Round Restaurant: 2902 13th Ave. SW - Fargo, ND

- ◆ Price: \$1,800,000 includes:
 - Real Estate
 - Furniture, Fixture & Equipment
 - RARE 'A' Liquor License
- ◆ Business is Closed
- ◆ 5,998 sf Building
- ◆ Lot Size: 1.43 acres / 62,1000 sf
- ◆ Built 1983 - Major Remodel w/ Addition 2001
- ◆ GC Zoning
- ◆ 235 Seating Capacity
- ◆ High Traffic Corner - Signalized Intersection
- ◆ Taxes: \$18,243.32
- ◆ Specials: \$1,732 Installments/ \$14,137 Balance
- ◆ Abundant parking & handicap accessibility

Bill Daniel, CCIM
701.220.2455
Bill@DanielCompanies.com
** Broker is part owner*

Taylor Daniel, COMMERCIAL REALTOR
701.391.4262
Taylor@DanielCompanies.com


DANIEL COMPANIES
304 E Rosser Ave Suite 200
Bismarck ND 58501
701.223.8488 | 701.223.8860 - Fax


DANIEL COMPANIES
The Leader in Commercial Real Estate

RESTAURANT / BAR / RETAIL
FARGO, NORTH DAKOTA



Area Traffic Count - Vehicles Per Day

Potential Uses:

- ⇒ Restaurant / Bistro
- ⇒ Bar / Pub / Nightclub
- ⇒ Retail / Financial / Bank
- ⇒ Coffee / Wine Bar
- ⇒ Fitness Studio
- ⇒ Investment Property

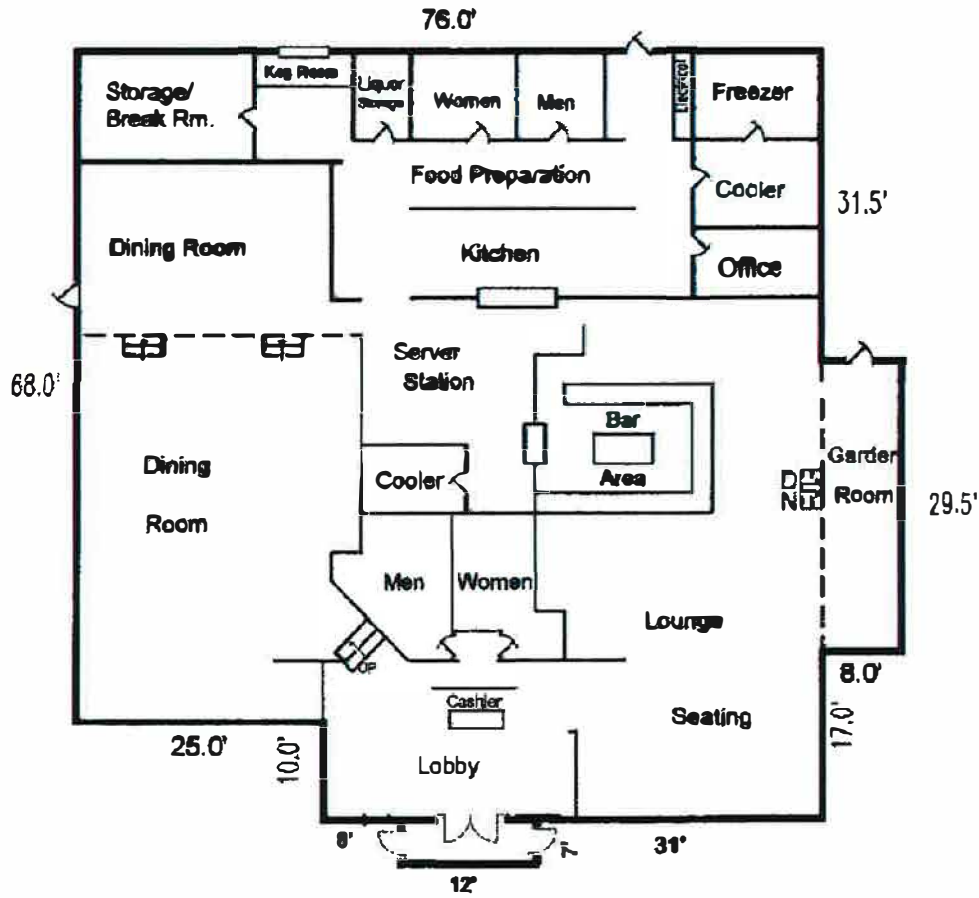


Electronic Read Board Sign Included

RESTAURANT / BAR / RETAIL
FARGO, NORTH DAKOTA

BUILDING FLOOR PLAN

Note: No exact scale is implied; sketch is for illustrative purposes only.



RESTAURANT / BAR / RETAIL
FARGO, NORTH DAKOTA



RESTAURANT / BAR / RETAIL

FARGO, NORTH DAKOTA



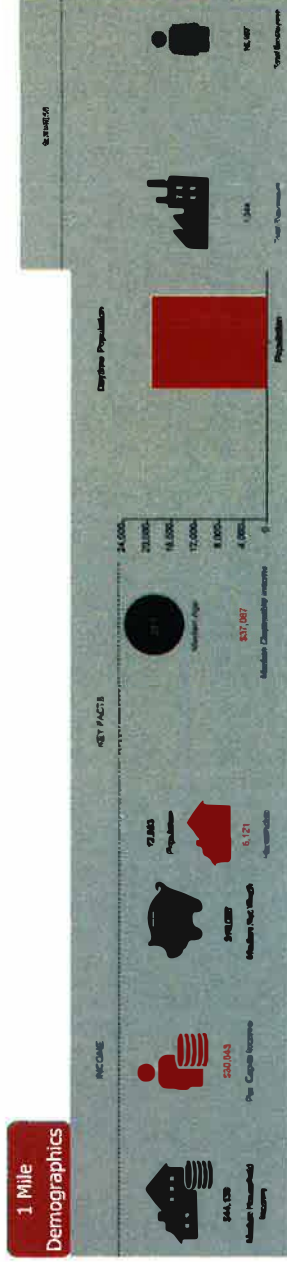


RESTAURANT / BAR / RETAIL

FARGO, NORTH DAKOTA



Market Demographics



Area Map





DANIEL COMPANIES

The Leader in Commercial Real Estate

Serving commercial real estate
with unmatched market
knowledge, experience, and
well-deserved reputation for integrity.
They know the Bismarck-Mandan
real estate market better
than anyone. This powerful team
delivers powerful results.



Bill Daniel, CCIM

701-220-2455



Kyle Holwagner, CCIM, SIOR

701-400-5373



Taylor Daniel, REALTOR®

701-391-4262



Regina Crothers, REALTOR®

701-471-3140

304 E. Rosser Ave., Suite 200 Bismarck, ND 58501

Office: 701-223-8488 DanielCompanies.com





July 31, 2017

Wells Fargo Bank, National Association
7900 Xerxes Ave. S, Suite 2300
MAC N9307-231
Bloomington, MN 55431
Attention: Lubna Khatoon

Re: Request for Draw under Loan Agreement, dated as of July 1, 2017,
by and between the City of Fargo, North Dakota and Wells Fargo Bank,
National Association – Request No. 1

Dear Ms. Khatoon:

The undersigned, on behalf of the City of Fargo, North Dakota (the “City”), hereby requests a draw under Section 2.01(b) of the above-referenced Loan Agreement as follows:

Amount of Draw (not less than \$1,000,000) except as set forth in Section 2.01(b):
\$250,000

Date of Draw (not less than 5 Business Days from date hereof: July 31, 2017

The undersigned, on behalf of the City, hereby certifies that, as of the date hereof:

No Event of Default has occurred and is continuing under the above-referenced Loan Agreement and no Material Adverse Change shall have occurred on or before the date hereof.

All representations and warranties made in the above-referenced Loan Agreement are true and correct (except such representations and warranties which, with the passage of time, are no longer true and/or correct).

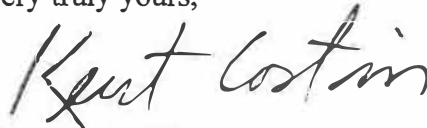
The amount of the draw requested hereby, together with the principal amount of all previous draws hereunder, will not, in the aggregate, exceed the Loan Amount (as defined in the above-referenced Loan Agreement).

The City has not taken any action or omitted to take any action, and knows of no action taken or omitted to be taken by any other person or entity, which action, if taken or omitted, would cause interest on the City Loan to be subject to personal income taxes levied by the State or the Federal government and attached hereto is a tax compliance certificate, an arbitrage certificate or an IRS Form 8038-G.

The undersigned, on behalf of the City, hereby requests that the proceeds of the draw be wire transferred to the City's account at the Bank unless otherwise specified herein below.

The undersigned is an Authorized City Representative as defined in the above-referenced Loan Agreement.

Very truly yours,

A handwritten signature in black ink that reads "Kent Costin". The signature is written in a cursive style with a large, prominent initial "K".

Kent Costin, Director of Finance
City of Fargo



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Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

July 27, 2017

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

Dear Commissioners:

At the March 9th City Commission meeting, you authorized the City Auditor to accept sealed bids in order to dispose of real property located at the West Twenty-three and a half feet of Lots Sixteen through Twenty-Six (16-26), Block Twelve (12) of Tyler's Addition to the city of Fargo. This Commission rejected all bids received in response to the first advertisement on July 3, 2017. The property was re-advertised for sale. A single sealed bid was opened by the City Auditor on Thursday, July 27, 2017.

Arnold Berg Jr. submitted the only bid in the amount of \$16,500. I have prepared a Purchase Agreement, which I have also attached. Staff recommends you accept this bid and authorize the Mayor to execute the attached purchase agreement and Quitclaim Deed to transfer the property.

SUGGESTED MOTION: I move to approve the conveyance of property located at the West Twenty-three and a half feet of Lots Sixteen through Twenty-Six (16-26), Block Twelve (12) of Tyler's Addition to the city of Fargo, by Quitclaim Deed, to Arnold Berg Jr. for the sum of \$16,500, and authorize the Mayor to execute the Purchase Agreement and Deed.

Sincerely,

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

Nancy J. Morris

Enclosures



PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 31 day of July, 2017, by and between **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City" or "Seller", and **ARNOLD BERG, JR.**, hereinafter "Buyer",

WITNESSETH:

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

A tract of land in Block Twelve (12) of Tyler's Addition to the City of Fargo, Cass County, North Dakota described as follows: The westerly 23.50 feet of Lots Sixteen through Twenty-six (16-26) inclusive, Block Twelve (12) of Tyler's Addition to the City of Fargo, Cass County, North Dakota.

WHEREAS, the city of Fargo has indicated a desire to sell the real estate, and conducted a public sale therefore; and,

WHEREAS, Buyer offered to purchase the real estate in accordance with the terms stated 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.
2. Purchase Price. The purchase price for the real property identified is as follows: Sixteen Thousand Five Hundred Dollars (\$16,500).
3. Payment of Purchase Price. Buyer shall present a certified check at the time of closing for the full amount of the purchase price.
4. Deed. Seller shall sign a Quitclaim deed. Buyer will take title as follows: Arnold Berg, Jr.
5. Buyer agrees that as a condition of sale, Buyer shall grant Seller two (2) Sanitary Sewer Easements on this and adjacent property owned by Buyer.
6. Closing Date and Transfer of Possession. Closing shall take place as soon as

possible. Buyer shall take possession of the real estate on the day of closing. The property is currently vacant.

7. Warranty. Seller provides no express or implied warranties on the subject property.

DATED this 31 day of July, 2017.

BUYER:


Arnold Berg, Jr.

DATED this 31 day of July, 2017.

SELLER:

CITY OF FARGO, NORTH DAKOTA
a municipal corporation

Timothy Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

QUITCLAIM DEED

THIS INDENTURE, Made this ____ day of _____, 2017, between the **CITY OF FARGO**, a North Dakota municipal corporation, Grantor, and **ARNOLD BERG, JR.**, Grantee, whose post office address is 4545 Hwy 52 South, Moorhead, MN 56560.

For and in consideration of the sum of Sixteen Thousand Five Hundred Dollars (\$16,500) and other valuable consideration, Grantor does hereby QUITCLAIM to the Grantee, all of the following real property lying and being in the County of Cass, and State of North Dakota, and described as follows, to-wit:

A tract of land in Block Twelve (12) of Tyler's Addition to the City of Fargo, Cass County, North Dakota described as follows: The westerly 23.50 feet of Lots Sixteen through Twenty-six (16-26) inclusive, Block Twelve (12) of Tyler's Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 12,925.00 square feet, more or less.

I certify that the requirement for a report or statement of full consideration paid does not apply because this deed is for one of the transactions exempted by subdivisions (e) and (i) of subsection 7 of N.D.C.C. 11-18-02.2

DATED: _____

Grantee or Agent

TO HAVE AND TO HOLD, the above quitclaimed premises, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its heirs and assigns, FOREVER.

WITNESS, the hand of the Grantor:

CITY OF FARGO, a North Dakota
municipal corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2017, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney** and **Steven Sprague**, to me known to be the Mayor and City Auditor, respectively, of the **City of Fargo**, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

This document prepared by:
Nancy J. Morris
Assistant City Attorney
505 Broadway Street North, Suite 206
Fargo, ND 58102
701-280-1901
nmorris@lawfargo.com



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

8

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 18, 2017

RE: AGREEMENT FOR SERVICES WITH PATRICK J.E.
THOEMKE \$411.00

The attached Contract Agreement with Patrick J.E. Thoemke for \$411.00 is to support the implementation of healthy concession options available to reduce childhood obesity.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Contract Agreement with Patrick J.E. Thoemke.

RR/LA
Enclosure

CONTRACT AGREEMENT

THIS AGREEMENT, effective the 1st day of July 15, 2017, by and between Fargo Cass Public Health ("FCPH"); and YMCA School Age program.

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

- A. Term of Agreement:** Project plans must be implemented by September 15, 2017 after funds are received.
- B. Statement of Work:** Support the implementation of healthy concession options available to reduce childhood obesity. Provided the activities authorized under the statement of work and contract signed by the Recipient are eligible expenditures of Fargo Cass Public Health, the City agrees to provide an amount not to exceed \$411.00. Funds shall be disbursed upon a presentation of a signed agreement.
- D. Termination:** This agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Accounts and Records:** The grant partner shall establish and maintain accurate and complete account and financial or other record in relation to the receipt and expenditure of any and all grant funds for the project so they adequately show that the grant funds were used exclusively for the purposes described in this agreement. Copies of invoices of equipment purchase must be submitted by September 15, 2017.

Special Considerations:

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

In Witness thereof, this contract agreement has been executed between the Grant Partner and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

GRANT PARTNER

By Ruth Roman
Ruth Roman, Director of Public Health

By Patrick J.E. Thoemke
Patrick J.E. Thoemke/YMCA School Age

Date 7-17-17

Date 7/12/17

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

Date _____

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July 17, 2017

Board of City Commissioners
City Hall - 200 N 3rd Street
Fargo, ND 58102

Dear Commissioners:

ROERS Development, Inc. is in the process of building U32 Apartment complex, located at 32nd Ave N just west of 10th St N. The complex, designed as college housing, is scheduled to open phase I of the project in the fall of 2017.

Approximately 50% of rides given on the MATBUS system are college students and transit staff felt the attached change to Route 13 was necessary to accommodate the potential new ridership. The recent route changes approved by the City Commission on June 19, 2017, which took effect on July 1, 2017, did include this new extension of Route 13 to the U32 Apartment Complex.

Over the past several months, ROERS has worked with MATBUS staff to ensure the apartment complex will accommodate our transit vehicles. The City of Fargo Transit Department and ROERS felt a Memo of Understanding (MOU) is appropriate.

The City of Fargo Assistant Attorney has reviewed and approved the MOU.

The requested motion is to approve the MOU between ROERS Development Inc. and the City of Fargo.

Thank you.



Matthew G. Peterson
Assistant Transit Director
City of Fargo

Bus Service Agreement

This Agreement is entered into between the **CITY OF FARGO**, a North Dakota municipal corporation (“City”), and Metro Transit, a Division of the city of Fargo (“Transit”) and **ROERS DEVELOPMENT, INC.**, a North Dakota corporation (“Roers”), and/or their assigns.

WHEREAS, Roers recently designed and constructed an apartment complex on 32nd Avenue North containing 115-350 units, identified as “U32 Apartments”; and

WHEREAS, the apartment complex is not presently on a designated Metro Transit route, the nearest pathway being one block from the entrance to the apartment complex; and

WHEREAS, Roers has requested Transit provide service to the apartment complex; and

WHEREAS, City will agree to extend Route 13 to include travel through the parking lot of the apartment complex provided certain requirements are met by Roers.

NOW THEREFORE, in consideration of the mutual terms, covenants, conditions and agreements contained therein, it is agreed by and between the parties as follows:

1. City shall provide bus service to U32 Apartments by extending Route 13 to include travel through the parking lot to the front entrance, so long as all conditions of this agreement are met.
2. It is understood and agreed by the parties that the provision of bus service to the apartment complex is at the sole discretion of the City, and City may refuse to enter the parking lot if any condition exists when, in City’s sole discretion, would cause any increased risk of injury or damage to property and equipment, the path of designated travel is not adequately cleared of snow or other obstructions, including vehicles.

3. In the event service is not able to be provided through the parking lot of the apartment complex, City will stop at the intersection of 32nd Avenue North and 10th Street to Route 13. City will resume service through the parking lot once cleared of any obstructions.
4. Roers agrees to ensure adequate clearance for bus travel, including turning lane width, turning parameters, road markings as outlined in **Attachment A**.
5. Roers shall provide adequate signage indicating the route of travel, required No Parking signs to provide adequate space for the bus to stop adjacent to the lane of travel, and necessary pavement markings.
6. City shall provide signage related to the bus route and designated stop, and include the apartment complex in its mobile route application.
7. Roers shall have sole responsibility to maintain the parking lot in a safe condition for bus travel. Roers recognizes and understands that buses may cause increased pavement damage above that of passenger vehicles. Roers agrees to be solely responsible for the repair and replacement of the parking lot pavement occasioned by the bus passage.
8. The term of this Agreement will be five (5) years. This Agreement shall automatically renew for successive five (5) year terms unless terminated by either party in accordance with the terms herein.
9. Either party may terminate this Agreement by providing written notice of termination to the other 90 days in advance of termination. Notice shall be provided by certified mail addressed to the following:

City:

City of Fargo Transit Department
ATTN: Julie Bommelman
650 23rd St. N
200 Third Street North
Fargo, ND 58102

Roers:

U32 Apartments, LLC
ATTN: Larry Nygard
200 45th Street
Fargo, ND 58103

Mail notice will be deemed to have been given on the date the same is deposited in the United States mail.

12. Time is of the Essence. Time is of the essence of each provision of this entire MOU and of all the conditions thereof.
13. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.
14. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.
15. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had

occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

16. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this Agreement.
17. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.
18. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
19. Rules of Construction. The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
20. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

21. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

Dated this ____ day of _____, 2017.

CITY OF FARGO, a North Dakota
municipal corporation


Timothy J. Mahoney, Mayor

ATTEST:

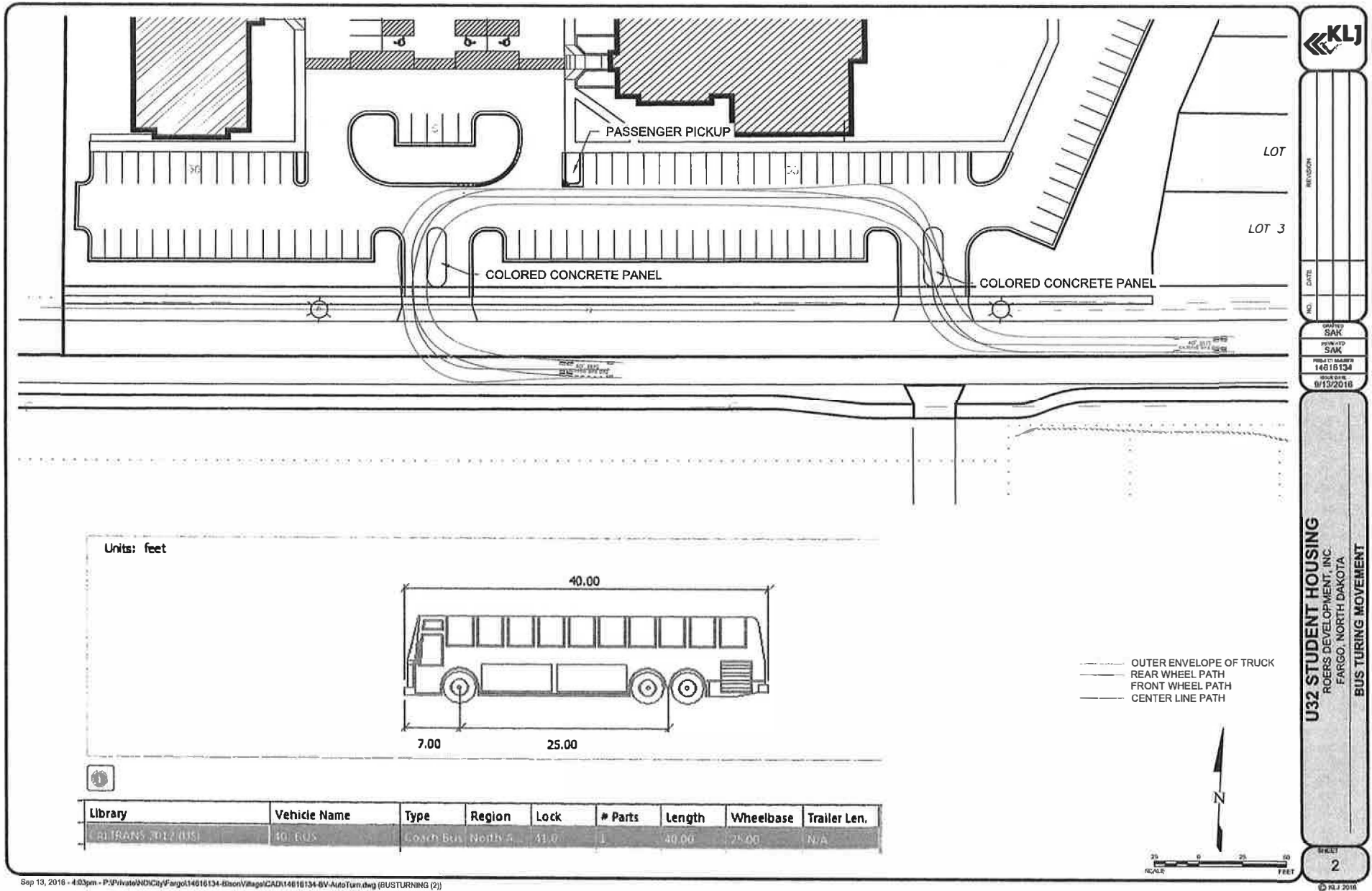
Steven Sprague, City Auditor

Dated this 27th day of June, 2017.

ROERS DEVELOPMENT, INC.



Its: _____



NO.	DATE	REVISION

DRAWN BY
 SAK
 CHECKED BY
 SAK
 PROJECT NO.
 14616134
 DRAW DATE
 9/13/2016

U32 STUDENT HOUSING
 ROERS DEVELOPMENT, INC.
 FARGO, NORTH DAKOTA
BUS TURNING MOVEMENT

SHEET
2

(10)

July 25, 2017

City of Fargo Commissioners
200 N 3rd Street
Fargo, ND 58102

Dear Commissioners:

The City of Fargo provides transit services to North Dakota State University (NDSU) through a Joint Powers Agreement and an Agreement for Transit Services (U-Pass). These agreements are renewed annually and define the level and cost of the service. In addition, NDSU purchases advertising wraps for ten (10) vehicles in the Transit fleet – this agreement is also renewed annually.

The agreements for these services for 2017-2018 are attached for your consideration. Under the terms of these agreements, NDSU will contribute a total of \$681,587:

	<u>JPA</u>	<u>Cost/Hr</u>	<u>Total Daily Hours</u>	<u>U-Pass</u>	<u>Advertising</u>
2016-2017	\$583,442	\$52.19	69.87	\$92,592	\$90,000
2017-2018	\$594,401	\$53.23	68.93	\$87,096	\$90,000

The JPA cost per hour increased by 2% and the number of service hours was reduced by .94 hours. The U-Pass fee remained the same at \$6.00/FTE student. NDSU has elected to remove faculty and staff from the U-Pass program reducing the cost by \$6,000 from last year. The advertising rate remained the same at \$9,000 per vehicle.

RECOMMENDED MOTION: Approval of the Joint Powers Agreement Amendment, the Agreement for Transit Services (U-Pass), and the Advertising Agreement with North Dakota State University for 2017-2018.

Sincerely,



Matthew G. Peterson
Assistant Transit Director
City of Fargo

/enc

**Amendment to
Joint Powers Agreement for Transit Support
Between
The City of Fargo, North Dakota
and
North Dakota State University**

This Amendment to Agreement is effective the 1st day of July, 2017, and is by and between the City of Fargo (“CITY”) and the North Dakota State Board of Higher Education on behalf of North Dakota State University (“NDSU”).

WHEREAS, CITY and NDSU entered into a Joint Powers Agreement for Transit Support dated August 17, 2004; and,

WHEREAS, Article 11 of said Joint Powers Agreement stated that the CITY and NDSU shall be authorized to adjust the financial terms of said agreement and the term of said agreement as they mutually agree in writing, from time to time; and,

WHEREAS, the CITY and NDSU wish to make such adjustments for the school-year 2017-2018.

NOW, THEREFORE, it is mutually understood and agreed as follows:

A. Article 3, entitled “Payment” shall be amended to read as follows:

ARTICLE 3 – PAYMENT

- 3.1 NDSU will donate to the CITY \$594,401.31
- 3.2 over the term of this agreement. Payments of \$59,440.13 will be made each month for 10 months, starting August, 2017. Said monthly payments shall be made, in arrears, by the end of each month.

B. Article 6, entitled “Term of Agreement” shall be amended to read as follows:

ARTICLE 6 – TERM OF AGREEMENT

This Agreement shall become effective August 1, 2017 and shall remain in full-force and effect for one year unless terminated earlier as herein provided.

C. Article 11, entitled “Notices” shall be amended to read as follows:

ARTICLE 11 – NOTICES

All notices herein required and any communications with respect to this Agreement shall be effected upon the mailing thereof, and addressed as follows:

NDSU

Mr. Mike Ellingson
Director of Facilities Management
North Dakota State University
Box 6050
Fargo, ND 58105

City of Fargo


Ms. Julie Bommelman
Transit Director
Metro Area Transit Garage
650 23rd St. N.
Fargo, ND 58102

D. In all other respects, the Joint Powers Agreement for Transit Support shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective July 1, 2017.

North Dakota State University

City of Fargo



Mr. Bruce Bollinger
Vice President for Finance and Administration

Dr. Timothy J. Mahoney, Mayor

Date: 7/25/17

Date: _____

Attest: City Auditor Date

**Agreement for Transit Services
Between
The City of Fargo, North Dakota
and
North Dakota State University**

This Agreement, dated July 1, 2017, is by and between the City of Fargo (“CITY”) and North Dakota State University (“NDSU”).

WHEREAS, NDSU wishes to provide transit services for the benefit of students using the regular fixed route system serving the Fargo-Moorhead metropolitan area, and five circulator shuttle routes serving the NDSU campus and vicinity, and;

WHEREAS, The CITY, through its Transit Division, in partnership with the City of Moorhead, Minnesota, provides bus service within the Fargo-Moorhead metropolitan area, and;

WHEREAS, The CITY has the infrastructure, vehicles, staffing, funding, and operational capacity to provide these services to NDSU in accordance with the articles in this agreement.

NOW, THEREFORE, it is mutually understood and agreed as follows:

ARTICLE 1 – GENERAL PURPOSE

The purpose of this agreement is to provide public transportation opportunities for NDSU students while reducing traffic congestion in the City of Fargo. This Agreement will allow NDSU students to ride any bus route within the Fargo-Moorhead Metropolitan Area Transit system free of charge to the student in accordance with Article 3.1 below. Students must swipe a current NDSU ID card when boarding any non-circulator route. In addition to use of the regular fixed route system, five NDSU circulator shuttle routes will be maintained to increase student, faculty and staff mobility in and around the NDSU campus.

ARTICLE 2 – SERVICE

- 2.1 Route: The CITY will maintain service on Route 13 which connects the NDSU campus to the Ground Transportation Center where connections are made to routes serving the Fargo-Moorhead area. The CITY will also maintain five circulator routes in and around the NDSU campus, to be funded in accordance with Article 2.2 below.
- 2.2 Service: The CITY will operate Route 13 with a half hour frequency on weekdays and Saturdays during the day, and hourly at night, year round. The CITY will also provide Route 13U, on days which NDSU classes are in session, the day prior to NDSU class starting each semester and during NDSU finals week of each semester, except State Holidays. The combination of Routes 13/13U will provide 15-minute frequency between the NDSU main campus and the downtown campus Monday through Friday.

The following five circulator shuttle routes will utilize a total of seven vehicles and operate in and around the NDSU main and downtown campus. Each will operate on routes/schedules determined by the CITY. Circulator shuttle routes will operate on days which NDSU classes are

in session, the day prior to NDSU class starting each semester, and during NDSU finals week of each semester, except on State Holidays. Circulator shuttle routes are listed below with the number of vehicles assigned to each route and the total operating hours by route per day. NDSU will have 68.93 operating hours each day NDSU classes are in session, the day prior to NDSU class starting each semester, and during NDSU finals week of each semester, except on State Holidays:

<u>Route Number</u>	<u>Number of Vehicles</u>	<u>Hours/Day</u>
Route 31	1	12.25
Route 35 (Route 35 starts at 8:00 pm using Route 31 vehicle)		2.08
Route 32E	1	10.67
Route 32W	1	6
Route 33	3	29.02
Route 34	<u>1</u>	<u>8.91</u>
TOTAL	7	68.93

ARTICLE 3 – PAYMENT

3.1 Bison Roam Free U-Pass Program: All enrolled NDSU students regardless of full or part-time status, class standing, or location of residence shall be authorized to ride any fixed route within the Fargo-Moorhead Metropolitan Area Transit system free of charge This service is referred to as the “Bison Roam Free U-Pass Program”, or simply as “U-Pass.” To be eligible for participation, students must swipe a current NDSU ID at the time of boarding. In exchange, NDSU will pay the CITY an annual amount equal to the number of full-time equivalent (FTE) students multiplied by a fee of six dollars (\$6.00) per student. This fee will be based on the number of FTE students enrolled thirty (30) days after the first day of classes of the Fall Semester. This fee will be payable sixty (60) days after it is finalized.

ARTICLE 4 – ROUTE/SERVICE ADJUSTMENTS

The CITY will closely monitor NDSU student ridership statistics, patterns, and other information to create periodic reports for NDSU. NDSU will consult with students on the usefulness of the transit service, and provide this information to the CITY. Based on this information, the CITY may make adjustments to the routes and transit schedule. Both parties acknowledge that any such adjustments must comply with all applicable federal, state and local rules and regulations regarding transit operations, and with basic safety requirements pertaining to the operation of public transit vehicles.

ARTICLE 5 – INSURANCE

The CITY shall maintain and provide casualty, liability, body injury, collision and comprehensive insurance on the buses and equipment it deems necessary, and NDSU shall have no responsibility to provide such coverage. The CITY is authorized to self-insure for such risks, subject to the liability limits of the State of North Dakota.

ARTICLE 6 – FORCE MAJEURE

Neither Party shall be held responsible for delays or lack of performance caused by events or acts beyond their control. Such events and acts include, but are not limited to, acts of God, inclement weather, strikes and labor disputes, lack of fuel, road closures, changes in government regulation, war, insurrection or civil unrest.

ARTICLE 7 – TERM OF AGREEMENT

This Agreement shall become effective July 1, 2017 and shall remain in full-force and effect until June 30, 2018 unless terminated earlier as herein provided. The U-Pass portion of the agreement is in effect for the term of this agreement, and the shuttle service portions of the agreement that reference days that class is in session are in effect for the NDSU Fall 2017 and Spring 2018 semesters.

ARTICLE 8 – TERMINATION OF AGREEMENT

- 8.1 Changes in City Cost, Funding, or Service: The CITY may terminate or reduce the amount of service in this Agreement if there is, in the opinion of a majority of the City Commission, a significant increase in local costs; or insufficient local, state or federal funding available for the service. In such an event the CITY will provide NDSU a written notice ninety (90) days prior to any changes in the service.
- 8.2 NDSU Initiated Termination of U-Pass Program: NDSU may terminate the portion of this Agreement with the CITY that allows NDSU students to ride for no charge by providing written notice ninety (90) days prior to the termination of the Agreement. Any monies paid by NDSU to the CITY will be reimbursed on a prorated basis in which the numerator is the length of time from the beginning of the term to the termination date and the denominator is the length of time from the beginning of the term to May 11, 2018. NDSU understands that termination of the U-Pass program may result in the termination of the shuttle services due to required compliance with federal rules and regulations.

ARTICLE 9 – GENERAL PROVISIONS

- 9.1 Safety and Environmental Codes: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act as well as any pertinent federal, state and local safety or environmental codes.
- 9.2 Compliance with Applicable Rules and Regulations: This Agreement shall be subject to, governed by, and construed according to all applicable administrative codes and laws of the City of Fargo, State of North Dakota, and federal government.
- 9.3 Severability Clause: In the event that any provision of the Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner the legality or the remaining provisions of the Agreement, and each provision of the Agreement will be, and is deemed to be separate and severable from each other provision.
- 9.4 By the 30th day of each semester start, NDSU will provide the City a complete list of all active NDSU student ID card numbers ensuring only active students are riding under the U-Pass

program. Faculty and staff will not be eligible to ride non-circulator routes under the U-Pass program.

ARTICLE 10 – AUTHORITY TO AMEND FINANCIAL TERMS OF AGREEMENT

The City and NDSU shall be authorized to adjust the financial terms of this agreement and the term of agreement as they mutually agree, from time to time.

ARTICLE 11 – DISPUTES

In the event of a dispute regarding the performance of, or adherence to the provisions of this Agreement by either party to the Agreement, the CITY and NDSU shall select a representative(s) who will attempt to resolve the dispute. If the representatives are unable to resolve the dispute, the issue will be presented to the City’s Administrator. If the City Administrator cannot resolve the dispute, then it will be referred to the Fargo City Commission. If the Fargo City Commission’s decision does not resolve the dispute, the parties have such remedies as provided by law.

ARTICLE 12 – NOTICES

All notices herein required and any communications with respect to this Agreement shall be effected upon the mailing thereof, and addressed as follows:

NDSU

Mr. Mike Ellingson
Director, Facilities Management
North Dakota State University
Box 6050
Fargo, ND 58105

City of Fargo

Ms. Julie Bommelman
Transit Director
Metro Area Transit Garage
650 23rd St. N.
Fargo, ND 58102

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective July 1, 2017.

North Dakota State University

City of Fargo



Mr. Bruce Bollinger
Vice President for Finance and Administration

Dr. Timothy J. Mahoney, Mayor

Date: 7/25/17

Date: _____

Attest:

Steven Sprague, City Auditor

**CITY OF FARGO
BUS ADVERTISING WRAP AGREEMENT
ADVERTISING AGREEMENT NO. 17-F09**

This Bus Advertising Wrap Agreement (hereinafter referred to as "Agreement") is entered into on this 1st day of July, 2017, by and between the City of Fargo, North Dakota, a municipal corporation (hereinafter referred to as "City") and North Dakota State University, (hereinafter referred to as "Advertiser").

BACKGROUND AND INTENT

Whereas, the City of Fargo operates Metro Area Transit (hereinafter referred to as "MAT"), a public transportation system, for the purpose of transporting persons in and around the Fargo area; and

Whereas, MAT's fixed route buses in the City of Fargo provide an opportunity for advertising displays designed to reach and inform the general public regarding activities and items of local interest and information; and

Whereas, the intent of this agreement is to provide advertising opportunities to businesses and the advertising community who choose to participate and display advertisements on specified locations on the Fargo fixed route buses; and

Whereas, it is in the best interest of the City to offer for sale to the business and advertising community, advertising space on Fargo fixed route buses for the purpose of conveying information to the public at large, with the intent of not underbidding or providing inequitable competition with other local sources of advertising interests.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

- 1. PAYMENT AND LOCATIONS FOR ADVERTISING SPACE:** As described within this agreement, Advertiser agrees to submit payment to City for advertisement space on the City buses listed below.

Advertiser may place advertisements on the following specific buses and in the following specific locations as outlined below.

Bus Number	Advertisement Location
1184	Whole bus wrap – NDSU fixed route
1186	Whole bus wrap – NDSU fixed route
1187	Whole bus wrap – NDSU fixed route
1188	Whole bus wrap – NDSU fixed route
1196	Whole bus wrap – NDSU fixed route
1197	Whole bus wrap – NDSU fixed route
1222	Whole bus wrap – NDSU fixed route
1223	Whole bus wrap – NDSU fixed route

4151	Whole bus wrap – NDSU fixed route
4152	Whole bus wrap – NDSU fixed route

If any buses remain after fulfilling all NDSU routes, the remaining buses will be placed on routes at the discretion of the City. The buses will be in circulation, other than the occasional general maintenance and days the buses are in the garage as spare vehicles.

If any of the buses subject to this contract are re-wrapped during the term of this agreement, the front must include the MATBUS logo, as least one square foot in size, located below the windshield and between the headlights. In the event the Advertiser elects to leave the front of the vehicle unwrapped, MAT will install its logo within the space (to maintain consistency among its fleet). The space will not be sold to another Advertiser.

The city may install the MATBUS logo(s) for designating the bus as a MATBUS vehicle on the curbside window that is free of the bus wrap. This will be installed on the bottom six inches of the window.

- 2. ADVERTISING PERIOD:** The advertising period will begin July 1, 2017, and continue to August 30, 2018.
- 3. TOTAL PAYMENT:** Advertiser agrees to pay City a \$90,000 advertising fee for all buses subject to this agreement. Payment will be billed to the Advertiser by the City.
- 4. RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:** The purpose of this advertising program is to maximize the revenues of the City and not to create a public forum for the public discussion of political or controversial issues. The City will not accept advertising that directly or indirectly supports or opposes a particular candidate, political cause or issue or that advocates or opposes a particular religion or religious belief. Acceptable advertising will be limited to that which proposes, directly or indirectly, a legal, commercial transaction that, in the sole discretion of the City, will reflect favorably upon the City buses, its riders and the long term use of this advertising space for the generation of revenues. This advertising may include the promotion of the City and surrounding areas as destinations for tourists or future development.

In accordance with MAT policy, certain types of advertising shall be prohibited on MAT buses, including: alcoholic beverages; tobacco products; hygiene or health products of a very personal nature; political, religious, moral, or social issues; sexual products/services; direct or overt anti-transit messages; direct or overt messages critical of Cities; and anything otherwise inappropriate for placement on public property. All new advertising must be submitted for approval by City prior to placement on buses.

The City may, at its sole discretion, refuse to place and install other advertising that it deems to be inappropriate considering the purpose and intent of this advertising program.

- 5. ADVERTISING MEDIA AND INSTALLATION:** The advertisement may not cover the driver's side front window, the passenger's side front window, the hybrid 'wings,' the electronic destination signs, the ARRA decals, the bus unit numbers (unless this

information is incorporated into the design), lights, vents, or other areas that interfere with the operation or maintenance of the bus.

6. **TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY:** Advertiser is solely responsible for any legal liability arising out of or relating to the advertisement, and/or such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.
7. **LIMITATION ON DAMAGES:** Unless specified below, in no event will City be liable to Advertiser for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not City has been advised of the possibility of such damage. If the advertisement is damaged, the City will repair the damage to the advertisement at no cost to NDSU.
8. **ASSIGNMENT:** Advertiser may not assign this Agreement, in whole or in part, without City's written consent. Any attempt to assign this Agreement without such consent will result in this Agreement being null and void.
9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.
10. **ENTIRE AGREEMENT:** This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. The terms and conditions of this Agreement shall prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.
11. **CANCELLATION/TERMINATION OF AGREEMENT:** The City shall have the right to cancel this agreement by providing five (5) days written notice for any breach of this agreement by Advertiser. In addition, this agreement shall immediately terminate and both parties shall be relieved from any and all further obligations hereunder as set forth in other provisions of this agreement or in the event a court of competent jurisdiction declares this agreement invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last of the individuals to sign.

City of Fargo

Advertiser

Julie Bommelman | Transit Director

Stacey Winters

Printed Name



(Advertiser Authorized Agent)

Date _____

Date 7/25/17



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING ADMINISTRATOR *NC*

DATE: JULY 26, 2017

SUBJECT: REQUEST FOR APPROVAL OF TASK ORDER #5 - PROJECT MANAGEMENT SERVICES FOR THE FARGO PROJECT.

In August of 2015, the City Commission approved the master services agreement with Advanced Engineering and Environmental Services (AE2S) for project management services on The Fargo Project. The Fargo Project is a multi-phase project, and now we are working on the next phase of construction that will begin this year and span into 2018, which will include construction of a natural playground, overlook, and trails within the site, as well as stormwater public outreach. This contract amendment will be funded through the Kresge Foundation grant award.

Attached please find task order #5 for AE2S for program management, stormwater public outreach, construction administration.

Both the task order #5 and contract amendment will be funded through the Kresge Foundation funds.

Suggested Motion:

To approve the contract extension for Task Order #5 for the Advanced Engineering and Environmental Services, Inc. for \$52,000.



This is Task Order No. 5
consisting of 4 pages.

Task Order No. 5

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – The Fargo Project, dated August 3, 2015 ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

A. Title: The Fargo Project – Phase I

Description: "The Fargo Project" is a dynamic and innovative collaboration between artists, engineers, landscape architects, planners, and community members, amongst others. Because of this involved collaboration, program management services are necessary. Additionally, since this project seeks to turn a stormwater detention area into a dual use facility, stormwater services including quality assurance and engineering design may be necessary. This Task Order includes continued program management services, along with structural design and stormwater design services.

2. **Services of Engineer**

A. Task Order No. 5 consists of the following Scope of Services:

Task 01 – Program Management

This task will involve all necessary management efforts to ensure that the project is completed as desired. For this task, the ENGINEER will do the following:

- Update the Program Management Plan as new processes are identified, to manage the collaborative system over time.
- Update and manage the schedule created under previous Task Orders.
- Ensure that the needs of the OWNER are met in a timely manner by monitoring project progress, budget, and schedules.
- Oversee that all teams comply with the Program Management Plan, including ensuring that each team finishes in a timely manner and collaborates effectively.
- Act as project manager and coordinator by performing general administrative activities such as general correspondence, office administration, and invoicing.
- Maintain contact and liaison with the OWNER and project staff.
- Provide OWNER with bi-weekly project status updates (via email).
- Identify additional services that may be necessary to implement the project, and suggest future Task Orders to provide such services.

Task 02 – Stormwater Public Outreach

This task will involve assisting the Planning Department with public outreach for the stormwater book developed concurrently with The Fargo Project. For this task, the ENGINEER will do the following:

- Assist the OWNER with identification of stakeholders (Engineering Dept., Public Works Dept., Street Dept., City Commission, local Engineering Consulting Firms, Developers, and etc.).
- Provide local and technical support for the stormwater book through stakeholder workshops.
- Attend workshops with stakeholders.
- Assist the OWNER with developing presentation materials.
- Prepare meetings notes from workshops and distribute to the OWNER.
- Assist the OWNER with disseminating information collected from stakeholders.
- Provide recommendations to the OWNER for the implementation of the stormwater book and associated next steps.

Task 03 – Construction Administration

This task will involve assisting the City and other design team members with construction oversight and management of the 2017 construction elements through completion, which is anticipated in the summer of 2018. ENGINEER will assist in managing the construction of the various elements. As part of this task, the ENGINEER will conduct the following:

- Provide the necessary survey services for each element.
- Observe construction periodically and coordinate with contractors, as needed.
- Process pay applications for each construction element.
- Provide OWNER with bi-weekly construction status updates (via email).

<u>Milestone</u>	<u>Date</u>
Task Order Approval (Notice to Proceed)	August 1, 2017
Program Management & Construction Administration	August 1, 2017 – August 15, 2018
Public Outreach	August 1, 2017 – August 15, 2018
Estimated Task Order Completion Date	August 15, 2018

3. **Payments to Engineer**

A. Owner shall pay Engineer based on Standard Hourly Rates for services rendered as follows:

<u>Task</u>	<u>Amount</u>
<i>Task 01 – Program Management</i>	<i>\$20,000</i>
<i>Task 02 – Public Outreach</i>	<i>\$15,000</i>
<i>Task 03 – Construction Administration</i>	<i>\$17,000</i>
Total	\$52,000

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

4. **Consultants:**

None at this time

5. **Other Modifications to Agreement:**

None at this time

6. **Attachments:**

None at this time

7. **Documents Incorporated By Reference:**

Standard Form of Agreement Between Owner and Engineer for Professional Services – The Fargo Project, dated August 3, 2015 ("Agreement").

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is August 1, 2017.

OWNER:

ENGINEER:

By: _____

By:  _____

Name: Tim Mahoney

Name: Brian Bergantine, PE

Title: Mayor

Title: Operations Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Nicole Crutchfield

Name: Justin Klabo, PE

Title: Planning Administrator

Title: Project Manager

Address: 200 3rd Street N.

Address: 3170 43rd Street South

E-Mail Address: NCrutchfield@CityofFargo.com

E-Mail Address: Justin.Klabo@AE2S.com

Phone: 701-241-1474

Phone: 763-463-5036

Fax: 701-241-8109

Fax: 763-463-5037

(12)

MEMORANDUM

DATE: July 26, 2017
TO: City Commission
FROM: Nicole Crutchfield, Planning Administrator 
RE: Downtown InFocus Contract Amendment

The City of Fargo engaged with Interface Studio, LLC for development of a downtown master plan in March 2016. The planning effort is titled *Downtown InFocus: a blueprint for Fargo's core*. The consultants are completing the last stages of the planning efforts; including compiling the results of input received and proposing recommendations.

The contract amendment is to assist with additional travel and to include more coordination of the implementation strategies related to financial analysis and action plan development.

The original contract amount was \$429,110. The contract amendment request is for up to \$54,000, which would bring the total contract amount to \$483,110. The revenue for this increase is currently available in this department's consultant budget.

Recommendation:

To approve the contract amendment with Interface Studio, LLC for up to \$54,000.



INTERFACE STUDIO LLC

340 N. 12TH STREET, #413
PHILADELPHIA, PA 19107

TEL 215 928 5595
FAX 215 754 4993

INTERFACE-STUDIO.COM

06 19 17

**RE: CONTRACT AMENDMENT
FARGO CITY CENTER COMPREHENSIVE PLAN**

Nicole Crutchfield
Planning & Development
City of Fargo
200 3rd Street North
Fargo, North Dakota 58102

Nicole,

I am writing to request a contract amendment for the above referenced project. We have worked closely with the City to help move this strategy forward since July of 2016. To assist in the final stages of completing this work, we respectfully request your consideration to amend our contract to account for tasks and expenses not originally anticipated in our original proposal. These fall into two main categories.

1. Travel and crafting the action plan

Our proposal and original budget estimated 6 trips to Fargo over the course of the project. To date, we have taken 7 trips and, as discussed, we believe four more trips are necessary. These would occur in:

- a. July to update City Commission and discuss financing and implementation possibilities (this trip is complete);
- b. September to present the draft plan to partners and discuss their specific role in its implementation;
- c. October to be available at a public meeting (an additional opportunity beyond our original scope) to answer questions about the draft; and
- d. Late October or in November to present the plan for adoption to City Commission.

These trips have also increased significantly in price due to higher air fares (30% higher from the start of the project). Before the trip in July, we were \$2,822.38 over-budget on direct expenses alone. However, each trip also carries labor expenses due to our time in preparation and in meetings. While the remaining trips will likely be handled by just myself, this represents 3 days of time per trip. This is in addition to the 4 days of time spent by both myself and Mindy Watts for the seventh trip in May, 2017.

We also expect that Kevin Hively should make two more trips to assist in the discussions around financing and implementation.

2. Coordination

Our original budget estimated a small amount of time to coordinate and discuss the direction the project was moving. In an effort to save money, we believed that most of the work would be addressed while in Fargo during each trip. During the course of the project, it became clear that extra time was needed to discuss specific opportunities that presented themselves during the process. These include detailed conversations around Main Avenue, City Hall Plaza, the Mid-America Steel site, Downtown stormwater, financing and parking. These phone calls were immensely critical to the direction of the project.

We are requesting the following to cover existing and upcoming expenses:

DIRECT COSTS

Existing expenses for the 7 th trip -	\$ 2,822.38
Estimated expenses for 4 additional trips (including July) -	\$ 7,000.00
<u>Estimated expenses for Kevin Hively's 2 additional trips -</u>	<u>\$ 3,500.00</u>
Total	\$13,322.38

LABOR

Time during the 7 th , 8 th , 9 th , 10 th and 11 th trips	
Scott Page - 144 hours @ \$130=	\$18,720.00
Mindy Watts - 30 hours @ \$110=	\$ 3,300.00
Design and implementation coordination	
Scott Page - 80 hours @ \$130=	\$10,400.00
Kevin Hively - 48 hours @ \$135=	<u>\$ 6,480.00</u>
Total	\$38,900.00

TOTAL DIRECT + LABOR	\$ 52,222.38
TOTAL REQUEST (including contingency)	\$ 54,000.00

We have greatly valued this process, working with you and getting to know Fargo. We believe this work holds great potential to continue the momentum in Downtown. We thank you for considering this request and are happy to answer any questions you might have.



Scott Page
Principal, Interface Studio LLC

City of Fargo
Mayor Dr. Tim Mahoney

13a-e

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: PLANNING DIRECTOR JIM GILMOUR
DATE: JULY 26, 2017
SUBJECT: ROBERTS COMMONS PARKING GARAGE – CHANGE ORDERS

JG

Attached for your review are several change orders on the Roberts Commons Parking Garage. These are for work requested by the City, and one change required to connect the parking control equipment.

These are the changes:

- Closet added to lower level - \$5,187.65
- Additional lighting - \$1,478.81
- Conduit loops and wiring for TAPCO equipment - \$18,037.49
- Wayfinding signage - \$472.80
- Change in type of bike lockers - \$2,832.50

The total amount of the change orders is \$28,009.25.

RECOMMENDED MOTION: Approve the five change orders for the Roberts Commons Parking Garage work that will increase the guaranteed project cost by \$28,009.25.





Kilbourne Construction Management
210 Broadway, Suite 300
Fargo, ND 58102
p: (701) 355-6606
e: info@kcmfargo.com

Attached is Change Order Request #3 for the addition of a closet in the lower level of the parking garage. This work was done at the request of the City of Fargo at a cost of \$5,187.65. Please see below and the attached documentation for a breakdown of all costs.

CO #134 – Add wall to make closet	\$1,400.00
CO #121 – Add door for closet	\$2,540.00
CO #141 – Electrical work for closet	<u>\$1,096.55</u>
Subtotal	\$5,036.55
KCM Fees @ 3%	<u>\$151.10</u>
Total	\$5,187.65



Kilbourne Construction Management
210 Broadway, Suite 300
Fargo, ND 58102
p: (701) 355-6606
e: info@kcmfargo.com

Attached is Change Order Request #4 for additional lighting on levels 3, 4, 5, & 6 of the parking garage. This work was done at the request of the City of Fargo at a cost of \$1,478.81. Please see below and the attached documentation for a breakdown of all costs.

CO #142 – Add additional lights	\$1,435.74
Subtotal	\$1,435.74
KCM Fees @ 3%	\$43.07
Total	\$1,478.81



Kilbourne Construction Management
 210 Broadway, Suite 300
 Fargo, ND 58102
 p: (701) 355-6606
 e: info@kcmfargo.com

Attached is Change Order Request #5 for installing conduit loops and wiring for the Tapco equipment at the parking garage. Also included in this work was replacing lighted signs with non-electronic signs. This work was done at the request of the City of Fargo at a cost of \$18,037.49. Please see below and the attached documentation for a breakdown of all costs.

CO #56 – Add conduit loops	\$9,774.63
CO #83 – Install Tapco wiring	\$10,915.00
Office Supply Invoice 109432	\$161.25
Office Supply Invoice 110386	\$161.25
<u>Credit from Tapco to remove lighted signs</u>	<u>(\$3,500.00)</u>
Subtotal	\$17,512.13
<u>KCM Fees @ 3%</u>	<u>\$525.36</u>
Total	\$18,037.49



Kilbourne Construction Management
210 Broadway, Suite 300
Fargo, ND 58102
p: (701) 355-6606
e: info@kcmfargo.com

Attached is Change Order Request #6 for installing additional wayfinding signage at the parking garage. This work was done at the request of the City of Fargo at a cost of \$472.80. Please see below and the attached documentation for a breakdown of all costs.

Office Supply Invoice 110728	\$459.03
Subtotal	\$459.03
KCM Fees @ 3%	\$13.77
Total	\$472.80



Kilbourne Construction Management
210 Broadway, Suite 300
Fargo, ND 58102
p: (701) 355-6606
e: info@kcmfargo.com

Attached is Change Order Request #7 for changing the lockers in the bike parking area at the parking garage to have more ventilation. This work was done at the request of the City of Fargo at a cost of \$2,832.50. Please see below and the attached documentation for a breakdown of all costs.


CO #98	\$2,750.00
Subtotal	\$2,750.00
KCM Fees @ 3%	\$82.50
Total	\$2,832.50

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MEMORANDUM

DATE: July 27, 2017

TO: City Commission

FROM: Dan Mahli,  Community Development Administrator

RE: 2016 Consolidated Annual Performance Evaluation Report to HUD for Fargo's Community Development Programs

Attached is the 2016 Consolidated Annual Performance Evaluation Report (CAPER) for Fargo's Community Development program. The report was published in The Forum for public comment on July 14. No comments were received. The City of Fargo has complied with the U.S. Department of Housing and Urban Development (HUD) grant requirements associated with the CDBG and HOME programs, and projects are progressing according to schedule. Upon approval by the City Commission, the report will be submitted to HUD for final review and approval, as per Federal grant management requirements.

Recommended Action. Receive, file, and submit the 2016 Consolidated Annual Performance Evaluation Report to the US Department of Housing and Urban Development.

Annual Report on Community Development Activity in Fargo

HUD - Consolidated Annual Performance and Evaluation Report

Executive Summary

City of Fargo, North Dakota
Fiscal Year 2016
(May 1, 2016 - April 30, 2017)

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Executive Summary

This report highlights progress that has been made in the implementation of the Consolidated Plan for Housing and Community Development. The report covers the time period of May 1, 2016 to April 30, 2017. Activities discussed in this report include those implemented by the City of Fargo Planning and Development Department and the Fargo Housing and Redevelopment Authority (FHRA).

Resources

The City of Fargo received a CDBG award of \$678,229 in fiscal year 2016. This represents an increase of \$9,523 from the prior year. The City received a HOME award in the amount of \$356,322, an increase of \$9,209 from the prior year.

Community Development programs realized \$568,323.47 in program income revenue in the 2016 program year: \$158,124.54 from the City's HOME Participating Jurisdiction (PJ) program; \$10,000 from the HOME Department of Community Services (DCS) program; and \$400,198.93 from CDBG activities.

Grant Management

All of the activities undertaken by the City of Fargo in fiscal year 2016 met one of the three HUD National Objectives. 88.8% of CDBG activity expenditures provided benefit to low and moderate income households and/or areas; 11.2% was spent on the elimination of slum/blighted conditions. 7.1% of CDBG expenditures went to public service activities and 13.43% was spent on Administration-related activities. 100% of non-admin HOME fund expenditures provided benefit to low-income households. The City of Fargo has complied with the grant management requirements associated with the CDBG and HOME programs in 2016 (timeliness, match contribution, and CHDO reserve).

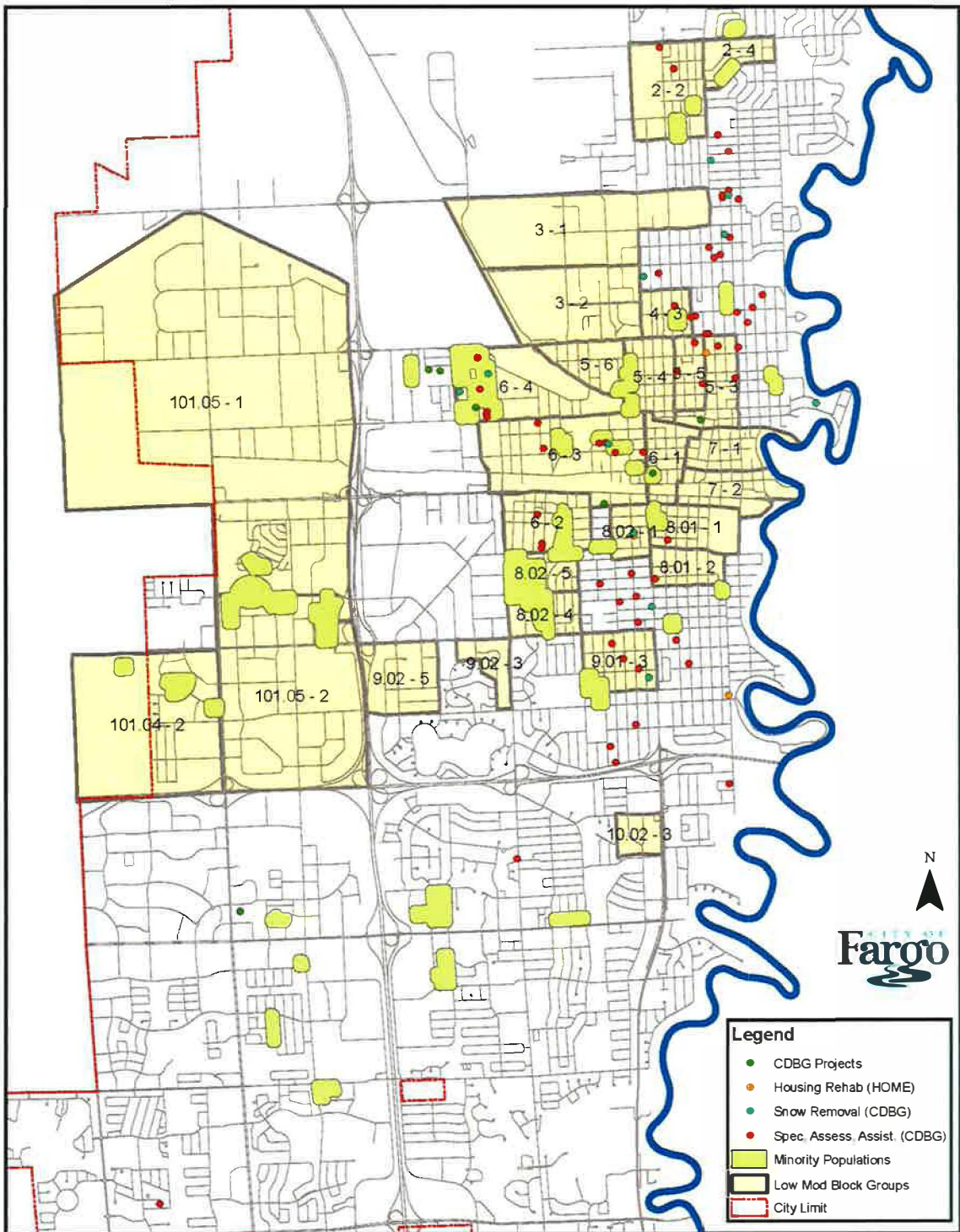
Priorities

Fargo's Consolidated Plan outlines policy goals that are the focus of Fargo's community development activities. The following table lists the goals and the amount of CDBG and HOME funds spent in the 2016 program year.

	CDBG Funds Spent in 2016	<i>% of CDBG funds drawn</i>	HOME Funds Spent in 2016	<i>% of HOME funds drawn</i>	TOTAL FUNDS SPENT	<i>% of Total funds drawn</i>
1. Affordable Housing	\$571,310	55%	\$690,985	96%	\$1,262,295	72%
2. Homelessness	\$27,932	3%	\$0	0%	\$27,932	2%
3. Neighborhoods	\$278,672	27%	\$0	0%	\$278,672	16%
4. Fair Housing/Diversity	\$2,243	0%	\$0	0%	\$2,243	0%
5. Poverty Reduction	\$17,848	2%	\$0	0%	\$17,848	1%
6. Planning/Admin	\$144,845	13%	\$26,891	4%	\$171,736	9%
Total	\$1,042,850		\$717,876		\$1,760,726	

Affordable Housing accounts for seventy-two percent (72%) of all community development spending authorized by the City of Fargo in 2016. Efforts focus on affordability, with specific attention to affordable homeownership opportunities and rehabilitation. Of the total \$1.76 million in federal funds spent in 2016, 72% went to fund housing activities and 16% to neighborhoods. All of the non-administrative HOME funds went directly to housing activities, funding owner-occupied rehab and special housing projects. Two percent (2%) was used to prevent homelessness, and the remaining one percent (1%) of the funds were directed to poverty reduction activities.

2016 Community Development Projects



Summary of Resources

Community Development activities are carried out by the Community Development Division of the Fargo Department of Planning and Development. The majority of administrative support for these activities is funded by HUD grant dollars; however, a portion of staff salaries and program operating costs are funded with the City's general fund revenues.

	FY 2014	FY 2015	FY 2016
CDBG			
Grant	\$682,044.00	\$668,706.00	\$678,229.00
Program Income	\$16,584.42	\$8,075.24	\$400,198.93
HOME			
Grant-PJ	\$403,855.00	\$347,113.00	\$356,322.00
Program Income-ND DCS	\$18,752.66	\$40,991.45	\$10,000.00
Program Income-PJ	\$157,455.98	\$130,226.10	\$158,124.54
LOCAL			
Rehab-Homeowner Share	\$50,145.00	\$19,436.00	\$30,118.00
TOTAL RESOURCES	\$1,328,837.06	\$1,214,547.79	\$1,632,992.47

FEDERAL RESOURCES

Direct Allocation of Grant Funds

The City of Fargo received a CDBG award of \$678,229 in fiscal year 2016, which was \$9,523 more than the previous year. The City received a HOME grant of \$356,322, an increase of \$9,209.

The chart below illustrates the importance of program income to Fargo's overall community development budget.

	CDBG	HOME	Program Income	Total
2002	\$866,000	\$592,000	\$313,223	\$1,771,223
2003	\$861,000	\$704,679	\$461,045	\$2,026,724
2004	\$835,000	\$647,466	\$560,300	\$2,042,766
2005	\$789,140	\$568,640	\$405,524	\$1,763,304
2006	\$706,516	\$568,698	\$567,650	\$1,842,864
2007	\$702,016	\$564,764	\$251,422	\$1,518,202
2008	\$857,886*	\$526,625	\$127,812	\$1,512,323
2009	\$685,629	\$571,340	\$162,462	\$1,419,431
2010	\$741,824	\$567,380	\$111,608	\$1,420,812
2011	\$621,263	\$498,443	\$75,901	\$1,195,607
2012	\$640,247	\$421,865	\$152,654	\$1,214,766
2013	\$678,296	\$410,513	\$568,309	\$1,657,118
2014	\$682,044	\$403,855	\$192,793	\$1,278,692
2015	\$668,706	\$347,113	\$179,293	\$1,195,112
2016	\$678,229	\$356,322	\$568,323	\$1,602,874

*Includes \$183,168 in CDBG-R funds through the 2009 American Recovery and Reinvestment Act.

Activities Generating Program Income

Community Development programs realized \$568,323.47 in program income revenue in the 2016 program year: \$168,124.54 from the City's HOME program and \$400,198.93 from CDBG activities.

Loan Payments

A total of \$3,117.48 in CDBG/HOME loan repayments was received in PY 2016.

The City's owner-occupied Housing Rehab program provides assistance as a 0% interest deferred payment loan. In the 2016 program year, the City received \$198.93 in CDBG program income from rehab loan payments, and \$2,918.55 in HOME program income from rehab loan payments.

Fargo currently has 190 existing CDBG and HOME loans totaling \$1,990,583.13.

CDBG has one loan with a 15-year term and 3% interest and the balance owing is \$458.45. There are 22 CDBG deferred payment loans with zero interest and a ten-year forgiveness period. The total owing on those 22 loans is \$154,903.05.

There are 93 HOME deferred payment, zero interest loans for Homebuyer Assistance which are due upon sale. The total amount of those loans is \$465,000. There is one (1) HOME loan with a ten-year term and 3% interest totaling \$5,525.98.

Currently there are 73 HOME deferred payment, zero interest loans that will be forgiven after 10 years totaling \$1,364,695.65.

Sale of Property

None of the reported program income in the 2016 program year came from the sale of CDBG-owned property nor from property that the City had an interest in.

Recaptured Funds

The Housing Rehab program (HOME and CDBG) and the Downpayment Assistance Program (HOME) are long-standing programs of the City of Fargo. These programs generate recaptured funds each year, the majority of which is attributable to the HOME program. Funds are recaptured when a homeowner sells his or her property prior to the stated forgiveness period attached to the mortgage. The City received \$155,205.99 in recaptured funds from PJ-originated housing rehab and downpayment assistance loans (HOME), \$10,000.00 in recaptured funds from downpayment assistance and housing rehab loans originated with HOME funds received from the State of North Dakota, and \$400,000.00 in recaptured CDBG funds from loans.

Administrative Requirements

Expenditure Caps

All of the activities undertaken by the City of Fargo in FY 2016 met one of the three HUD National Objectives:

- 88.8% of CDBG activity expenditures provided benefit to low and moderate income households and/or areas
- 11.2% of CDBG went to alleviate slum and blighted conditions
- 7.1% of CDBG expenditures went to public service activities
- 13.43% was spent on Admin-related activities
- 100% of non-admin HOME fund expenditures provided benefit to low-income households

CHDO Reserve Projects - HOME

As a HOME Participating Jurisdiction, the City is required to commit no less than 15% of its annual allocation to a Community Housing Development Organization (CHDO) project. In FY 2016, the City committed \$100,000 to the HomeField Senior Housing Development, which is being undertaken by Beyond Shelter, Inc. (CHDO). This \$100,000 commitment equals nearly 28% of the 2016 HOME allocation.

The HomeField phase I CHDO project, which has a goal of adding three (3) new affordable housing HOME units for low-income, frail and elderly seniors is complete. There are a total of 38 affordable units in the project. Phase I will be fully leased-up in September 2017. Phase II of the HomeField development was not awarded Low Income Housing Tax Credits in 2017. A tax credit application to the ND Housing Finance Agency to fund Phase II in the coming year is being written and planned for submission in September 2017.

Timeliness/Rate of Expenditure

The City of Fargo was timely in its expenditure of federal resources for both the CDBG and HOME programs during the 2016 program year.

The HOME program requires that 100% of funds be committed within two years and spent within five years of the program year in which they were received by the PJ. In 2016, the City of Fargo had a total of \$356,322 available for commitment, of which \$35,632 was reserved for administration. Sixty-three percent (63%) (\$224,448.42) of the total available 2016 grant was committed to activities, and thirteen percent (13%) (\$44,752.66) of the total grant available was disbursed as of May 2017. As of this date, 100% of 2015 HOME funds are committed with 87% of funds disbursed.

The CDBG program requires that an entitlement community have no more than 1.5 times its grant in the line of credit three months before the end of the program year. In March 2017 (date of FY 2016 timeliness test for Fargo), the City had an unadjusted timeliness ratio of 1.06 and adjusted ratio of 1.06.

OTHER RESOURCES

Leveraging

The City of Fargo is cognizant of the need to leverage federal funds with non-federal sources. Efforts are underway in the areas of housing rehab, neighborhood revitalization, and homelessness. A few years ago, the City's budget was changed to authorize the Community Development Committee to allocate local general funds to support social service projects and organizations. The City's Community Development Committee works diligently to allocate the funds to alleviate poverty in our community. The annual social service allocation of \$253,000 in 2016 serves as significant local leverage to support 25 local nonprofit organizations.

Housing Rehab

The City continues to partner with a private lender, Gate City Bank, for the Neighborhood Revitalization Initiative Existing Rehab Loan Program. This low-interest loan remodeling fund was started in 2001, and has been responsible for 490 projects within the core area of the City and over \$30.49 million in improvements to Fargo's affordable housing stock. The partnership between local lending partners and the City of Fargo is critical in that it helps to strengthen neighborhoods and, in turn, create a stronger community.

Matching Requirements

Upon becoming a Participating Jurisdiction, the City of Fargo became responsible for documenting appropriate match funds in conjunction with the receipt of HOME funds. For the 2016 program year, match liability was incurred on the entitlement funds received from HUD.

The following table shows the City's match activity between May 1, 2016 and April 30, 2017. This reporting period is as per CAPER requirements. The City's actual match obligation is determined on a Federal fiscal year basis (October 1 – September 30), and has been met as of the end of the 2016 CAPER reporting period.

2016 Program Year

HOME funds drawn	\$ 435,447.73
HOME funds subject to match requirement	\$ 400,337.08
Match liability incurred (x25%)	\$ 100,084.27
Value of match contributions recognized in 2016	\$ 30,118
2016 program year match including carryover	\$ 3,484,798.73
Match obligation met	+100%

Special Activity Notes

Acquisition, Relocation, or Displacement

The City's Housing Rehab program helps improve the quality and preservation of affordable housing in older parts of Fargo. When the houses are being rehabilitated, the owners may encounter the need to temporarily relocate to accommodate the rehab schedule. During the 2016 program year, there were no projects funded with CDBG or HOME dollars that required temporary relocation assistance. In addition, there were no projects beyond the Housing Rehab program during the reporting period that required relocation assistance.

Economic Development Activities

The City reported spending on two economic development projects in the 2016 program year, focusing on targeted job skills training for refugees and low-income individuals (Skills & Tech Training Center) and transportation solutions for low-income clients of agencies to improve access to employment and employment-related skill development sites (Metro Transportation Initiative). Twelve (12) individuals received job skills training: two completed Pre-Certified Nursing Assistant training, five individuals completed training for Pre-Manufacturing, and five individuals completed Work Skills training. Twenty-eight (28) low-income clients of Adult Education and the Head Start program through the Southeast North Dakota Community Action Agency were assisted with funding of transportation.

Presumed Benefit Activities

No activity reported in IDIS for 2016 was listed as having "presumed benefit."

Activities Generating Program Income

The State of ND Department of Commerce, Division of Community Services allows the City to retain HOME program income (recaptured funds) that are returned to the City as long as the funds are re-applied to a HOME-eligible activity. Any CDBG program income that is returned to the City is reported in IDIS during the monthly draw process, and is applied to an eligible activity.

Both the HOME and CDBG programs return program income to the community each year. More detailed discussion of activity-specific income generation can be found in the "Resources" section on page 2 of this document.

Housing Rehab Activities

The Fargo owner-occupied Housing Rehab program is funded with a combination of HOME and CDBG funds. The program assists approximately 15 housing units per year. In 2016, the HOME program assisted 15 separate housing units. CDBG funds were not used to assist housing units in 2016.

- HOME - \$690,984.86 in PJ grant/program income funds, matched with \$30,118 from homeowners
- CDBG - \$60,227.09 was disbursed for program delivery
- TOTAL - \$751,211.95 in grant funds and \$30,118 in private homeowner contributions

During the 2016 PY, the City spent \$167,278 in Program Income to assist with rehabilitation of fifteen (15) single family, owner-occupied housing units. All 15 of the units were low-mod income homeowners. Thirteen percent (13%) were extremely low income; seven percent (7%) were low-income; and eighty percent (80%) were moderate-income. Of the homeowners, six (6) were single females with children; three (3) were couples with children; two (2) were couples with no children; two (2) were elderly males with no children; one (1) was a single female with no children; and one (1) was an elderly couple with children.

On-site Inspection of Assisted Rental Housing (HOME)

On June 7, 8, and 9, 2017, the City conducted on-site file monitoring and unit inspections of eight (8) HOME-assisted projects. The projects having received on-site monitoring were:

- Bluestem Homes Phase II, 3 HOME units (30 units total)
- Bluestem Townhomes Phase I, 6 HOME units (30 rental units total)
- Cooper House, 8 HOME units (43 units total)
- Crossroads, 2 HOME units (81 units total)
- Habitat for Humanity, 3 single-family HOME units, new construction
- Urban Plains/North Sky I, 7 HOME units (24 units total)
- Sisters Path, 12 HOME units (12 units total)
- Sunrise North Apartments, 8 HOME units (43 units total)

All of the projects were in compliance.

No program income funds were used for any of these projects.

In addition, the City is monitored by the State of North Dakota for State-funded HOME projects as per the established monitoring schedule.

Performance Measurement Summary

PROGRESS ON AGENDA SET IN 2016 ACTION PLAN

Nearly all of the projects identified in Fargo's Action Plan are complete or well under way. As of the submission date of this CAPER, all projects are progressing according to schedule.

Expenditure Summary Action Plan Activities

2016 Action Plan Activities	2016 CDBG Budgeted	2016 HOME Budgeted	Status	Funds Drawn in 2016	Funds spent by Project
1. Housing Rehab – Owner	43,965	261,502	Completed	540,985	100%
2. CHDO Housing Project	0	100,000	Underway	0	0%
3. Special Assessments	10,000	0	Completed	11,043	100%
4. Downtown Slum & Blight Projects	100,000	0	Completed	100,946	100%
5. Fargo Homeless Initiatives	75,000	0	Underway	21,764	29%
6. Snow Removal Assistance	2,000	0	Completed	820	41%
7. Metro Transportation Initiative	3,000	0	Completed	2,655	89%
8. Skills & Tech - Job Training	15,000	0	Completed	14,850	99%
9. High Plains Fair Housing Center	6,000	0	Underway	2,243	37%
10. FHRA Affordable Housing Project	500,000	0	Completed	500,040	100%
11. Golden Ridge Community Center	50,000	0	Underway	16	0%
12. Madison Neighborhood Skate/Bike Park	50,000	0	Completed	50,040	100%
13. Great Plains Food Bank	75,000	0	Cancelled	43	0%
14. Planning/Admin	135,645	35,632	Completed	121,897	71%
TOTAL	1,065,610	397,134		1,367,342	

HUD Statutory Format – FY2016 Annual Report

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This report highlights progress that has been made in the implementation of the Consolidated Plan for Housing and Community Development. The report covers the time period of May 1, 2016 to April 30, 2017. Activities discussed in this report include those implemented by the City of Fargo Planning and Development Department and the Fargo Housing and Redevelopment Authority (FHRA).

Resources

The City of Fargo received a CDBG award of \$678,229 in fiscal year 2016. This represents an increase of \$9,523 from the prior year. The City received a HOME award in the amount of \$356,322, an increase of \$9,209 from the prior year.

Community Development programs realized \$568,323.47 in program income revenue in the 2016 program year: \$158,124.54 from the City's HOME Participating Jurisdiction (PJ) program; \$10,000 from the HOME Department of Community Services (DCS) program; and \$400,198.93 from CDBG activities.

Grant Management

All of the activities undertaken by the City of Fargo in fiscal year 2016 met one of the three HUD National Objectives. 88.8% of CDBG activity expenditures provided benefit to low and moderate income households and/or areas; 11.2% was spent on the elimination of slum/blighted conditions. 7.1% of CDBG expenditures went to public service activities and 13.43% was spent on Administration-related activities. 100% of non-admin HOME fund expenditures provided benefit to low-income households. The City of Fargo has complied with the grant management requirements associated with the CDBG and HOME programs in 2016 (timeliness, match contribution, and CHDO reserve).

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual

outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Funding	Outcome	Expected	Actual	Unit of Measure	Percent Complete
Affordable Housing	Affordable Housing		Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	101	72	Households Assisted	71.29%
			Rental Units Constructed	2	0	Household Housing Unit	0.00%
			Homeowner Housing Rehabilitated	10	15	Household Housing Unit	100.00%
Homelessness	Homeless		Homeless Person Overnight Shelter	400	1,818	Persons Assisted	100.00%
Neighborhoods	Other – Neighborhoods		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	4	3	Persons Assisted	75.00%
			Public service activities for Low/Moderate Income Housing Benefit	10	11	Households Assisted	100.00%

			Façade treatment/business building rehabilitation	2	2	Business	100.00%
			Other	0	0	Other	0.00%
Planning, Admin and Fair Housing	Non-Housing Community Development		Other	201	200	Other	99.50%
Poverty Reduction	Other – Poverty Reduction		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	1	0	Persons Assisted	0.00%
			Public service activities other than Low/Moderate Income Housing Benefit	28	416	Persons Assisted	100.00%
			Jobs created/retained	8	0	Jobs	0.00%

Table 1 – Accomplishments – Program Year

Goal	Category	Funding	Outcome				
			Source/Amount	Indicator	Expected	Actual	Unit of Measure
Affordable Housing	Affordable Housing	CDBG: \$400,000 HOME: \$1,600,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	101	72	Households Assisted	71.29%
			Rental Units Constructed	10	0	Household Housing Unit	0.00%
			Homeowner Housing Rehabilitated	75	29	Household Housing Unit	38.67%
Homelessness	Homeless	CDBG: \$300,000 HOME: \$200,000	Homeless Person Overnight Shelter	0	2,327	Persons Assisted	0%
			Overnight/Emergency Shelter/Transitional Housing Beds added	4	0	Beds	0.00%
			Homelessness Prevention	5000	0	Persons Assisted	0.00%
Neighborhoods	Other – Neighborhoods	CDBG: \$1,500,000 HOME: \$0	Public Facility or Infrastructure Activities other than	500	101	Persons Assisted	20.20%

			Low/Moderate Income Housing Benefit				
			Public service activities for Low/Moderate Income Housing Benefit	22	21	Households Assisted	95.45%
			Façade treatment/business building rehabilitation	10	4	Business	40.00%
			Other	0	0	Other	0%
Planning, Admin and Fair Housing	Non-Housing Community Development	CDBG: \$700,000 HOME: \$200,000	Other	202	201	Other	99.50%
Poverty Reduction	Other – Poverty Reduction	CDBG: \$500,000 HOME: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	1	0	Persons Assisted	0%
			Public service activities other than	56	452	Persons Assisted	100.00%

			Low/Moderate Income Housing Benefit				
			Public service activities for Low/Moderate Income Housing Benefit	365	467	Households Assisted	100.00%
			Jobs created/retained	8	0	Jobs	0%

Table 2 – Accomplishments – Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Fargo’s Consolidated Plan outlines policy goals that are the focus of Fargo’s community development activities: Affordable Housing, Homelessness, Neighborhoods, Fair Housing/Diversity, Poverty Reduction, and Planning/Admin.

Housing accounts for seventy-two percent (72%) of all community development spending authorized by the City of Fargo in 2016. Efforts focus on affordability, with specific attention to affordable home ownership opportunities and rehabilitation. Of the total \$1.76 million in federal funds spent in 2016, 72% went to fund housing activities and 16% to neighborhoods. All of the non-administrative HOME funds went directly to housing activities, funding owner-occupied rehab and special housing projects. Two percent (2%) was used to prevent homelessness, and the remaining one percent (1%) of the funds were directed to poverty reduction activities.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
Race:		
White	1491	26
Black or African American	351	5
Asian	27	0
American Indian or American Native	614	4
Native Hawaiian or Other Pacific Islander	3	0
Total	2486	35
Ethnicity:		
Hispanic	120	0
Not Hispanic	2366	35

Table 1 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Of the total 2,486 persons assisted, 59% were White, 14% were Black or African American, 1% were Asian, 25% were American Indian or American Native, and 1% were Native Hawaiian or other Pacific Islander.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		678,229	102,278.86
HOME		406,322	44,752.66

Table 2 - Resources Made Available

Narrative

The City of Fargo received a CDBG award of \$678,229 in fiscal year 2016. This represents an increase of \$9,523 from the prior year. The City received a HOME award in the amount of \$356,322, an increase of \$9,209 from the prior year.

Community Development programs realized \$568,323.47 in program income revenue in the 2016 program year: \$158,124.54 from the City’s HOME Participating Jurisdiction (PJ) program; \$10,000 from the HOME Department of Community Services (DCS) program; and \$400,198.93 from CDBG activities.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City Wide	100		CDBG and HOME funds will be used throughout the City

Table 3 – Identify the geographic distribution and location of investments

Narrative

The City of Fargo currently does not exclusively target geographic areas for its federal funds. These funds are made available to non-profit organizations, projects and programs citywide. Funds are used where the impact will be the greatest and where opportunity presents for projects consistent with goals set forth in the 2015-2019 Consolidated Plan for Housing and Community Development. Priorities for funding can be found in the City’s annual Notice of Funds Available (NOFA) and its 2015-2019 Consolidated Plan.

The City of Fargo established target areas determined by Census data. The City identified census tracts within in which 51% or more of the residents are of low to moderate income. In comparison to citywide demographics, the scattered areas of low-income and/or minority concentration are in Census Tracts 2.02, 5.01, 5.02, 6, 7, 8.02, 10.01, 10.02, 101.06, 101.07, 103.03, 103.05.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Fargo is cognizant of the need to leverage federal funds with non-federal sources. Efforts are underway in the areas of housing rehab, neighborhood revitalization, and homelessness. A few years ago, the City's budget was changed to authorize the Community Development Committee to allocate local general funds to support social service projects and organizations. The City's Community Development Committee works diligently to allocate the funds to alleviate poverty in our community. The annual social service allocation of \$253,000 in 2016 serves as significant local leverage to support 25 local nonprofit organizations.

Housing Rehab

The City continues to partner with a private lender, Gate City Bank, for the Neighborhood Revitalization Initiative Existing Rehab Loan Program. This low-interest loan remodeling fund was started in 2001, and has been responsible for 490 projects within the core area of the City and over \$30.49 million in improvements to Fargo's affordable housing stock. The partnership between local lending partners and the City of Fargo is critical in that it helps to strengthen neighborhoods and, in-turn, create a stronger community.

The Affordable Housing Program is a competitive grant awarded to the City of Fargo by the Federal Home Loan Bank of Des Moines. It is targeted to assist owner-occupied households with incomes at or below 50% area median income. The \$270,000 grant award ran through November 2016 and allowed the City to assist 45 low-income homeowners with home improvements related to health and safety. The assistance generally ranged from \$3,000 to \$6,000 per household, depending on the repairs needed. This funding helps maintain the longevity of some of our most affordable housing stock by making it possible to do basic repairs such as roof re-shingling, furnace replacement, and electrical/plumbing work that is otherwise out of reach for low-income homeowners. Generally, the grant recipients are either elderly, living with a disability, and/or on a low, fixed income.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	3,554,765
2. Match contributed during current Federal fiscal year	30,118
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	3,584,883
4. Match liability for current Federal fiscal year	100,084.27
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	3,484,798.73

Table 4 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
HM1417	07/13/2016	212	0	0	0	0	0	212
HM1412	09/23/2016	18,399	0	0	0	0	0	18,399
HM1414	07/15/2016	6,851	0	0	0	0	0	6,851
HM1509	03/17/2017	4,558	0	0	0	0	0	4,558
HM1418	12/22/2016	98	0	0	0	0	0	98

Table 5 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
143,395	158,125	167,278	0	134,242

Table 6 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	368,150	0	0	0	0	368,150
Number	15	0	0	0	0	15
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	368,150	0	368,150			
Number	15	0	15			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 7 – Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 8 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 9 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	10	15
Number of Special-Needs households to be provided affordable housing units	2	0
Total	12	15

Table 10 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	2	0
Number of households supported through Rehab of Existing Units	10	15
Number of households supported through Acquisition of Existing Units	0	0
Total	12	15

Table 11 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Fifteen owner-occupied housing rehab units were completed in 2016, exceeded the City's goal of rehabilitating ten (10) affordable housing units. Of the 15 households, 13% were extremely low income; 7% were low-income; and 80% were moderate-income.

The HomeField phase I CHDO project, which has a goal of adding three (3) new affordable housing HOME units for low-income, frail and elderly seniors is complete. There are a total of 38 affordable units in the project. Phase I will be fully leased-up in September 2017. Phase II of the HomeField development was not awarded Low Income Housing Tax Credits in 2017. A tax credit application to the ND Housing Finance Agency to fund Phase II in the coming year is being written and planned for submission in September 2017.

In addition, CDBG funds were used to acquire land at 4462 30th Avenue South, in partnership with the Fargo Housing and Redevelopment Authority, to construct new affordable housing in Fargo.

Discuss how these outcomes will impact future annual action plans.

The City of Fargo would like to continue exceeding the yearly goal of rehabbing affordable housing units.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	0	2
Low-income	0	1
Moderate-income	0	12
Total	0	15

Table 12 – Number of Persons Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City's 10-Year Plan to end long-term homelessness calls for extensive partnerships within the community and throughout the State of North Dakota. There are opportunities for City, State, not-for-profit, and for-profit partners to help us achieve the goals outlined in the plan. In 2016, the City continued to support efforts to tackle the issue of long-term chronic homelessness with the operation of the Gladys Ray Shelter/Veterans Drop-in Center and support for a homeless liaison position within the Fargo Police Department. The decision to create the shelter resulted from a strong partnership with social services, police, medical services, and community members that understood the need to provide a point of outreach to people that are unable to access other shelters and have little option but to remain on the street. The shelter also helps connect people to permanent housing and social services. The Fargo Police Department's Homeless Liaison Officer helps to cultivate relationships with people on the street or in danger of homelessness and helps direct them to necessary resources.

The City has also assisted with efforts to create much-needed permanent housing for homeless persons through the creation of the Cooper House development. The development includes 42 units of permanent supportive housing for the homeless, and has had a positive impact on local efforts to assist the members of our community in the greatest need. The Gladys Ray Shelter/Veterans Drop-in Center, Cooper House and the creation of the Homeless Liaison Officer position are all significant steps in Fargo's 10-Year Plan to End Homelessness.

In addition, the North Dakota Continuum of Care, as well as the West Central Minnesota Continuum of Care and organizational members of the FM Coalition for Homeless Persons, have developed a region-wide best practice project called CARES, which stands for Coordinated Assessment, Referral and Evaluation System. The goal of CARES is to support a local homeless support system that is consumer-centric, needs-based and data-driven. There also are a number of nonprofit and human service agencies in the community, not funded by the Continuum of Care, that provide housing, treatment, food, clothing, mental health support, job training and services for youth for people facing homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

Fargo has adopted a plan to end long-term homelessness in the City. There is not one overarching outcome for this community development goal. Rather, there are separate outcomes related to individual strategies within each of the goals in the 10 Year Plan. To address the needs of people that are homeless, Fargo's priorities are to:

1. Increase availability of permanent supportive housing
2. Improve consumers' ability to pay for housing
3. Develop partnerships that will move people into housing first
4. Make outreach to long-term homeless more effective
5. Stop discharging people into homelessness
6. Enhance the coordination and availability of prevention services
7. Collect data and share info about homelessness

Emergency shelter needs are generally being met with existing facilities. In times of high demand, local emergency shelters do what they can to make room for everyone that needs housing, even when they are at capacity. One of the challenges facing local shelters, however, is that the length of stay is increasing. A deficiency in one part of the system affects all of the other parts. People are staying longer in emergency shelters in part because there is a lack of permanent supporting housing and housing that is affordable to poverty-level households. The key component for both transitional housing and for permanent supportive housing is the support. Housing that is tied to support services is the true gap in the City of Fargo. Fargo has a robust housing market, so the availability of suitable units is less of an issue than is the availability of services to support existing housing units. However, units that are affordable to extremely low-income households almost always require subsidy of some kind which justifies the priority placed on maintaining existing subsidized units and creating additional units to serve households earning less than 30% of median income.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Finding affordable housing is the beginning for many individuals and families who are homeless, but it is only one of the components of success. Families and individuals who move from homelessness into permanent housing are supported with self-sufficiency training, case management, transportation and child care assistance. Some adults with mental illness and/or disabilities, or serious medical conditions, require supportive services for an indefinite period of time to successfully maintain a stable housing situation – as is happening at the 42-unit Cooper House Apartments.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

A couple of years ago, the FM Sheltering Churches Project began as a collaboration of concerned community members serving as faith-based volunteers. A sheltering program was developed that utilizes churches as overnight hosting sites during the winter months. Participating congregations open their doors to serve people experiencing homelessness in Fargo-Moorhead, making their facilities home, and sharing refreshment, companionship and compassion. Subsequently, church sheltering has continued utilizing the efforts of 29 local faith communities and hundreds of volunteers to provide thousands of overnight shelter stays in the winter. While the work is rewarding and benefits all those involved, volunteers are eager to transform this temporary shelter program into actions that will provide permanent housing solutions with people facing homelessness.

Consequently, the FM Sheltering Churches Project set a goal to develop a vision and identify next steps for permanent housing to share with faith communities and stakeholders in the FM area. Community Development staff facilitated the planning process with church shelter coordinators, as well as housing and service providers, to accomplishing the endeavor. The visioning commitment involved a series of meetings that included individuals who have knowledge and experience with some facet of homelessness in our community and carry a commitment to housing as a solution. Our approach was to maximize participation of church shelter coordinators to minimize the number of meetings people were asked to attend. While difficult to measure, the increase in the demand for shelter beds in our community is a strong indicator that homelessness is on the rise.

The Vision is that everyone has a place to call home. To do that, this faith-based initiative plans to build broad support in partnership with existing homeless service providers to increase the supply of permanent housing, particularly for people facing chronic homelessness, and help provide the support necessary for individuals and families to maintain their housing and become fully integrated into the community. The year 2017 will be the sixth and last year of the FM Sheltering Churches Project.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Fargo Housing and Redevelopment Authority (FHRA), as a public service agency, is committed to providing excellent service to all public housing applicants, residents, and the public. In order to provide superior service, the FHRA resolves to:

Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.

Provide decent, safe, and sanitary housing in good repair - in compliance with program uniform physical condition standards - for very low and low income families.

Achieve a healthy mix of incomes in its public housing developments by attracting and retaining higher income families and by working toward deconcentration of poverty goals.

Encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services needs.

Promote fair housing and the opportunity for very low and low income families of all races, ethnicities, national origins, religions, ethnic backgrounds, and with all types of disabilities, to participate in the public housing program and its services.

Create positive public awareness and expand the level of family and community support in accomplishing the FHRA's mission.

Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.

Administer an efficient, high-performing agency through continuous improvement of the FHRA's support systems and commitment to our employees and their development.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Fargo Housing and Redevelopment Authority (FHRA) is responsible for managing low-rent public housing and Section 8 rental assistance. It owns and manages 1,001 rental units: 58 efficiencies, 693 one-bedroom units, 183 two-bedroom units, 55 three-bedroom units, and 12 four-bedroom units. The FHRA has 1,194 Housing Choice Section 8 vouchers plus 100 VASH (Veterans) vouchers to serve the community. The FHRA manages 4 Continuum of Care Projects for the homeless, which serve as housing vouchers for another 100 homeless households. The FHRA also has 8 Voucher Homeownership units

and has sold Public Housing units to 59 low income tenants. The Authority takes a soft second on the mortgage which is payable upon resale of the property.

The Fargo Housing and Redevelopment Authority (FHRA) has active Resident Councils in their public housing buildings, and the Permanent Supportive Housing facility Cooper House, that meet monthly. All properties are managed by the FHRA, with one resident per 100 residents that are on the Resident Advisory Board (RAB). Lashkowitz High Rise has three representatives with a population of 247. Cooper House has one representative with a population of 42 residents. All policy changes for the Annual Plan are reviewed with the RAB and a vote being tallied. The FHRA Board of Commissioners will not vote on policy change until it has been reviewed with RAB. The Board presently has one past resident and one current resident commissioner. The FHRA Annual Plan is submitted to the Fargo Mayor and City Commissioners.

The FHRA had sponsored three homeownership programs: 20 units in public housing in the 1990's, Section 5(h) Homeownership program that sold 39 units to public housing residents in early 2000, and Housing Choice Voucher homeownership program with 11 voucher holders which began in 2009.

Actions taken to provide assistance to troubled PHAs

The Fargo Housing and Redevelopment Authority is not designated as troubled under 24 CFR part 902.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Availability of both new and existing units of affordable housing has been an increasing challenge in Fargo, both for renters and owners. Fargo's approach to addressing affordability includes local regulatory review and coordination and development of local financing alternatives. Significant effort has been made to ensure that local regulation does not act as a barrier to housing affordability. The City's tax policies, zoning controls, building inspections and housing-related incentives, for the most part, do not act as a barrier to affordable housing creation/preservation.

Tax Policies

The City has a two-year property tax exemption for newly constructed owner-occupied housing that is weighted more heavily toward affordable units. Fargo also has a property tax exemption for home remodeling projects that freezes the pre-rehab value for a period of 3-5 years, depending on the age of the home. In addition, the State of North Dakota has a Homestead Tax Credit that is designed to reduce the property tax burden on low-income elderly and disabled homeowners. One potential issue with the homestead credit is the limit established by statute on the value of eligible property. The current statute says that only the first \$100,000 of a property's value is eligible for exemption.

Zoning and Land Use Controls

Fargo does not have an outer ring growth boundary but is trying to encourage smart growth to allow for more efficient use of existing infrastructure systems. The Fargo Land Development Code outlines several categories of residential zoning that allow for variation in lot sizes and densities. The City of Fargo adopted a zoning category (SR-5) for the specific purpose of providing developers with an opportunity to build housing on smaller lots, with the end result often being an increase in affordability. The Code also allows for cluster housing development and other alternative development models, facilitating the efficient use of land for the development of housing.

The process of applying zoning to property is an area that can prove challenging to developers, particularly developers interested in building affordable housing. The community often displays fears of density, in general, and affordability, in particular. This can prompt changes in subdivision design that negatively affect project affordability.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

There were no "underserved populations" specifically identified in the 2016 Action Plan. However,

there are certainly subpopulations within the community which are less likely to be actively engaged in the public process surrounding community development activities. As such, the City has taken several steps to ensure continued meaningful engagement with people and families that are Native American, refugee, ethnic/minority communities, living with a disability, seniors, and low income populations.

The Fargo Native American Commission's (NAC) mission is to work together to strengthen the Native American community in order to promote understanding, recognition, and respect for Native American cultures and enrich the whole community. Currently there are efforts underway to develop an Urban Indian Healthcare Center in Fargo to better address health needs in the region. In addition, the Fargo Human Relations Commission (HRC) is advisory to the City Commission and has the stated mission to promote acceptance and respect for diversity and discourage all forms of discrimination.

The Planning Department is responsible for staffing the HRC and NAC, which is also the organizational home of Community Development planning in the City of Fargo. This connection helps further the City's community development goals and the stated goals. The HRC and NAC, which are staffed by the City's Cultural Planner, monitor fair housing and discrimination issues in the City via research, public forums, a locally available complaint reporting process, and regular opportunities for public input. One of the current initiatives is to assess the state of civil rights in the metropolitan Fargo-Moorhead area, and the hope is to coordinate efforts with the ND Human Rights Coalition as well as the Regional Advisory Committee to the US Commission on Civil Rights.

The City's continued support of organizations such as Cultural Diversity Resources, CHARISM, the Native American Center, Gladys Ray Shelter/Veterans Drop-in Center, New American Consortium, Afro-American Development Association, Somali Community Development Center, Global Youth United, and others, displays a commitment to conducting meaningful outreach to the communities that are most likely to become disenfranchised, unseen, and/or unheard. Each organization has developed ongoing relationships with low income and refugee communities. They serve as connections to under-represented communities and help ensure that the City's Community Development programs are designed to meet the needs of all residents in the community.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Most of Fargo's housing stock was constructed before 1978 (61%). Meaning, most housing units in Fargo have the potential for Lead Based Paint hazards. Considering the enormity, the City of Fargo, even with its partners, does not have the current resources to address all lead-based paint conditions in the City. Yet, ongoing efforts are being made to address lead hazards in partnership with a number of community partners and agencies.

The City continues to work to raise public awareness of lead based paint hazards. The City also works with all sub-recipients and applicants for community development funds in ensuring that lead based paint hazards are appropriately addressed. Program applicants for rehab receive materials on lead paint and the Department of Planning and Development maintains locally-specific information on its website.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City supports the Fargo Housing and Redevelopment Authority's efforts to provide a number of self-sufficiency programs that are aimed at increasing a family's economic independence. The Housing and Redevelopment Authority works closely with Job Service of North Dakota to provide necessary training opportunities to poverty-level families. The City also granted 2016 CDBG funds to the Skills and Technology Training Center for targeted job skills development among refugees and low-income individuals. In addition, CDBG funds were utilized to provide transportation passes to low-income participants. The City continues to coordinate anti-poverty efforts with local service providers and social service agencies.

Fargo's population that is not white is growing. Two and a half percent of residents were listed as other than white in the 1990 Census. The proportion of non-white residents in 2016 was 9.8 percent (US Census, ACS). Areas of minority concentration greater than 25 percent are spread throughout the community, and the 2016 Action Plan reflects this by assuring that the majority of projects have citywide impact. Also included in the plan were projects that encourage minority groups to increase their level of success, including job training for refugees and low-income individuals, and the Metro Transit Initiative program, which aims to assist low-income residents (primarily refugees and New Americans) with transportation to English education and childcare services.

The City has developed its Action Plan in a manner that encourages participation by persons with disabilities. The Housing Rehabilitation Program results in a number of home renovations that include accessibility improvements. The Snow Removal Assistance program is aimed specifically toward assisting the elderly and persons with disabilities.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

A challenge for Fargo's Community Development Division is to effectively adapt its institutional structure to meet changing needs and a challenging fiscal environment. In a time of Federal budget reductions, the Community Development Division is always working to find ways to implement programming efficiently and effectively to meet increasing demands for services and fewer resources.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City is an active participant in the FM Homeless Coalition, statewide Continuum of Care Planning Committee, the ND Interagency Council on Homelessness, as well as other community-wide partnerships that discuss a variety of housing issues facing the metropolitan area.

Staff is also involved with two important community initiatives focusing on youth needs as well as the desire to increase accessibility to locally-produced foods. As a result of recommendations provided by local residents and groups of local funders focusing on empowering youth, the City has an appointed

Youth Commission called the Fargo Youth Initiative (FYI). The goal of FYI is to facilitate youth involvement and give young people a voice in local government.

The Cass County Food Systems Initiative is the result of collaboration between Fargo Cass Public Health and the North Dakota State University (NDSU) Extensions Service, which aims to increase utilization of local food systems, as well as increase access to healthy, locally produced foods to families regardless of income.

City staff is actively involved with local housing organizations and has promoted the utilization of non-profit development organizations to address housing needs of the community. The City provides technical assistance whenever possible with the intent of developing organizational capacity, and staff sees itself as a link and partner with area organizations. The 2016 Action Plan included a number of critical partnerships with community organizations to further advance new and existing affordable housing opportunities and community development efforts in Fargo.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Fargo continues to work toward identifying and addressing impediments to fair housing. Specifically, impediments to fair housing choice in Fargo include lack of education, the historic isolation of minority populations, the “not in my back yard” (NIMBY) phenomenon, the rising cost of renting and purchasing a home, lack of physical accessibility, and in some areas of the City, a lack of adequate public transportation.

Efforts to combat these impediments through local collaborations are ongoing. In addition, the Fargo Human Relations Commission utilizes local general funds to develop and implement fair housing education in the community. The Native American Commission also works to promote fair housing opportunities. The 2016 Action Plan included comprehensive outreach and education on fair housing laws. Direct efforts to remove barriers include assistance with housing rehabilitation and the development of affordable and accessible housing with the HomeField Senior Housing apartments at 4245 28th Avenue South (HomeField phase I of project complete) . The City will continue to directly address concerns highlighted in regard to impediments to fair housing, including the need for education, the existence of historic isolation, and lack of affordable housing.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Fargo utilizes the standards and procedures for monitoring CDBG subrecipients as amended to incorporate the HOME Program.

The City continues to use various administrative mechanisms to track and monitor the progress of HUD-funded projects that are under its control and jurisdiction. The goal is to ensure that consolidated plan-related programs and activities are carried out in a timely manner in accordance with federal regulations and other statutory or regulatory requirements. The primary monitoring goal of the City is to provide technical assistance, identify deficiencies and promote corrections in order to improve, reinforce or augment the City's Consolidated Plan performance.

The City monitors all CDBG and HOME subrecipient activities as required by HUD in accordance with the agreement between the agencies and the City, and as required by CDBG and HOME regulations. Subrecipients are required to submit program and financial reports to facilitate monitoring. Annual monitoring includes ensuring that the subrecipients comply with the terms of their agreements including income and client eligibility, reporting requirements and timeliness. Staff utilize both "desk-monitoring" and on-site monitoring to assess the quality of the program performance over the duration of the agreement.

Other efforts include ongoing communication with subrecipients through the provision of technical assistance when requested. In addition, frequent telephone contacts, written communications, analysis of reports and guidance by City staff are made.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Fargo published a Public Notice in the local newspaper, July 14, 2017, notifying citizens of the public comment period for reviewing the City of Fargo 2016 Annual Performance Report for the Action Plan for Housing and Community Development was July 15, 2017 to July 29, 2017. A copy of the report, along with any current public comments, was available to the public at the Fargo Planning Department, 2nd Floor City Hall, 200 North 3rd Street, Fargo, ND or by calling 241-1474. TDD 241-8258. The public is welcome to attend the regular City Commission meeting on July 31, 2017 when the 2016 Annual Performance Report is approved.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

During the 2016 program year, the City did not experience any changes in program objectives and it met stated program goals. The City continues to monitor CDBG program performance to assess whether or not changes in program objectives are necessary. Any changes in program objectives would constitute an amendment to the Consolidated Plan and Annual Action Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?	No
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[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

On June 7, 8, and 9, 2017, the City conducted on-site file monitoring and unit inspections of eight (8) HOME-assisted projects. The projects having received on-site monitoring were:

- Bluestem Homes Phase II, 3 HOME units (30 units total)
- Bluestem Townhomes Phase I, 6 HOME units (30 rental units total)
- Cooper House, 8 HOME units (43 units total)
- Crossroads, 2 HOME units (81 units total)
- Habitat for Humanity, 3 single-family HOME units, new construction
- Urban Plains/North Sky I, 7 HOME units (24 units total)
- Sisters Path, 12 HOME units (12 units total)
- Sunrise North Apartments, 8 HOME units (43 units total)

All of the projects were in compliance.

No program income funds were used for any of these projects.

In addition, the City is monitored by the State of North Dakota for State-funded HOME projects as per the established monitoring schedule.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The City will take the following actions to provide information to attract eligible persons from all racial, ethnic, and gender groups in the housing market area that is assisted by HOME funding.

1. All correspondence, notices and advertisements related to the HOME Program, will contain the Equal Housing Opportunity logo or slogan.

Recipient Actions

Participants in the HOME Program will be required to use affirmative fair housing marketing practices in soliciting renters or buyers, determining their eligibility, and concluding all transactions. Any HOME-

assisted housing must comply with the following procedures for the required compliance period, depending on the program used:

1. Owners advertising vacant units must include the equal housing opportunity logo or statement. Advertising media may include newspapers, radio, televisions, brochures, leaflets, or a sign in a window.
2. The owner will be required to solicit applications for vacant units from persons in the housing market who are least likely to apply for the HOME-assisted housing without the benefit of special outreach efforts. In general, persons who are not of the race or ethnicity of the residents of the neighborhood in which the rehabilitated building is located, shall be considered those least likely to apply. Special outreach efforts will include contacts with community action agencies, human service centers and county social service offices.
3. The owner must maintain a file containing all marketing efforts (e.g., copies of newspaper ads, memos of phone calls, copies of letters, etc.) and the records to assess the results of these actions are to be available for inspection.
4. The owner shall maintain a listing of all tenants residing in each unit from the time of application through the end of the compliance period.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

During the 2016 PY, the City spent \$167,278 in Program Income to assist with rehabilitation of fifteen (15) single family, owner-occupied housing units. All 15 of the units were low-mod income homeowners. Thirteen percent (13%) were extremely low income; seven percent (7%) were low-income; and eighty percent (80%) were moderate-income. Of the homeowners, six (6) were single females with children; three (3) were couples with children; two (2) were couples with no children; two (2) were elderly males with no children; one (1) was a single female with no children; and one (1) was an elderly couple with children.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

N/A

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	FARGO
Organizational DUNS Number	070265871
EIN/TIN Number	456002069
Identify the Field Office	DENVER
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix
First Name
Middle Name
Last Name
Suffix
Title

ESG Contact Address

Street Address 1
Street Address 2
City
State
ZIP Code
Phone Number
Extension
Fax Number
Email Address

ESG Secondary Contact

Prefix
First Name
Last Name
Suffix
Title
Phone Number
Extension
Email Address

2. Reporting Period—All Recipients Complete

Program Year Start Date	05/01/2016
Program Year End Date	04/30/2017

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name
City
State
Zip Code
DUNS Number
Is subrecipient a victim services provider
Subrecipient Organization Type
ESG Subgrant or Contract Award Amount

CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 13 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 14 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 15 – Shelter Information

4d. Street Outreach

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 16 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 17 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	
Female	
Transgender	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 18 – Gender Information

6. Age—Complete for All Activities

	Total
Under 18	
18-24	
25 and over	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 19 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households

Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans				
Victims of Domestic Violence				
Elderly				
HIV/AIDS				
Chronically Homeless				
Persons with Disabilities:				
Severely Mentally Ill				
Chronic Substance Abuse				
Other Disability				
Total (unduplicated if possible)				

Table 20 – Special Population Served

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

10. Shelter Utilization

Number of New Units – Rehabbed	
Number of New Units – Conversion	
Total Number of bed - nighths available	
Total Number of bed - nighths provided	
Capacity Utilization	

Table 21 – Shelter Capacity

11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Expenditures for Rental Assistance			
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Prevention under Emergency Shelter Grants Program			
Subtotal Homelessness Prevention			

Table 22 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Expenditures for Rental Assistance			
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Assistance under Emergency Shelter Grants Program			
Subtotal Rapid Re-Housing			

Table 23 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Essential Services			
Operations			
Renovation			
Major Rehab			
Conversion			
Subtotal			

Table 24 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Street Outreach			
HMIS			
Administration			

Table 25 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	2014	2015	2016

Table 26 - Total ESG Funds Expended

11f. Match Source

	2014	2015	2016
Other Non-ESG HUD Funds			
Other Federal Funds			
State Government			
Local Government			
Private Funds			
Other			
Fees			
Program Income			
Total Match Amount			

Table 27 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	2014	2015	2016

Table 28 - Total Amount of Funds Expended on ESG Activities



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

July 25, 2017

15

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

Commissioners:

Two RFP's were received July 14, 2017, for our 2018 tree order. These were reviewed by Allen Lee, Urban Forestry Programs Manager; Tracy Zablotney, Arborist Supervisor; and myself.

<u>Company</u>	<u>Proposed Tree Cost</u>
Bailey Nurseries, Inc.	\$70,344.75
Schichtel's Nursery, Inc.	\$66,375.00

Funding is currently proposed in the 2018 forestry department tree budget. Bailey Nurseries, Inc. proposal was the most complete.

Most companies are able to provide volume discounts. To maximize this possibility, this is a combined order between the City of Fargo and the Fargo Park District. The park district will cover approximately \$22,500 of the total cost.

Recommended motion:

Based on overall prices, size, current availability, and to secure the order as soon as possible, move to award the 2018 request for proposals (RFP17218) tree order to Bailey Nurseries, Inc.

Your approval of this request is appreciated. Thank you.

Sincerely,

Scott Liudahl
City Forester

Cc: Ben Dow
Bruce Grubb
Kent Costin

commission2018treeorder.doc



REPORT OF ACTION

UTILITY COMMITTEE

16

Project No. WA1301

Type: Project WA1301 Change
Orders – General Contactor

Location: Water Treatment Plant

Date of Hearing: 7/20/17

<u>Routing</u>	<u>Date</u>
City Commission	7/31/17
Project File	

Troy Hall, Water Utility Director, presented the attached memo related to change orders for Membrane Water Treatment Plant (MWTP) construction with Alberici Constructors, Inc. (ACI), the General Contractor. The total proposed cost increase is \$43,831.00. In the change order proposal, there are nine listed changes with ACI. The general contract (ACI) changes are primarily for building structural changes and piping changes. One item is a cost reduction of \$31,027 to eliminate some factory testing for the Reverse Osmosis skids. Water Utility staff believes adequate testing can be done on site to attain the same result. Overall, Water Utility staff suggests that the MWTP construction project is going well and on schedule.

Water Utility staff thinks that all of the changes are in the best long-term interest of the City of Fargo. The overall status of cost change orders was discussed at the Utility Committee meeting for MWTP construction. After some research inquiring about comparable projects, Water Utility staff suggests that the industry average for cost change orders is an increase of about 3% to 5% of the bid price at completion. If the currently proposed contract changes are approved, the cost change orders for the MWTP will total an increase of 2.25% from the original bid price. However, only 1.08% is attributed to errors/omissions and other minor changes typical in a construction project. The other 1.17% of changes were implemented related to capacity increases with West Fargo water service. Water Utility staff also suggests that we are at a reasonable level for overall cost change orders at this point in construction.

After bidding, contracts were approved on April 27, 2015, for Membrane Water Treatment Plant (MWTP) construction to the three prime contractors as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$80,044,884.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$6,824,000.00
No. 3 – Electrical Construction	JDP Electric, Inc.	\$16,821,411.00
TOTAL		\$103,690,295.00

The following table shows the overall cost summary of the recommended changes by the contractor under this agenda item:

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	10	\$43,831.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	n/a	\$0.00
No. 3 – Electrical Construction	JDP Electric, Inc.	n/a	\$0.00
TOTAL			\$43,831.00

With Change Order approval, the new updated contract amounts would be as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,262,495.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,513,308.96
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,243,218.00
TOTAL		\$106,019,022.01

The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan. The SRF loan is administered by the North Dakota Public Finance Authority (PFA) and the North Dakota Department of Health (NDDH). The City of Fargo has now collected the \$30 million in grant funding allotted for the MWTP from the SWC.

MOTION:

On a motion by Terry Ludlum, seconded by Jim Hausauer, the Utility Committee voted to approve the proposed change orders for a total amount of \$43,831.00 for the Membrane Water Treatment Plant.

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

ATTEST:



 Troy B. Hall
 Water Utility Director

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



Fargo Water Treatment Plant
435 14th Avenue South
Fargo, North Dakota 58103
Phone (701) 241-1469
FAX (701) 241-8110

MEMORANDUM

July 17, 2017

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: WA1301 Change Orders – Membrane Water Treatment Plant

Introduction

Construction of the Membrane Water Treatment Plant (MWTP) began in May, 2015. This is Water Utility Project - WA1301. There have been previous change orders for this project approved by the Utility Committee and City Commission. Water utility staff is recommending additional changes to Contract No. 1 (General Construction) at this time. A letter of explanation from AE2S and change order form are attached.

After bidding, contracts were approved on April 27, 2015, for Membrane Water Treatment Plant (MWTP) construction to the three prime contractors as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$80,044,884.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$6,824,000.00
<u>No. 3 – Electrical Construction</u>	<u>JDP Electric, Inc.</u>	<u>\$16,821,411.00</u>
TOTAL		\$103,690,295.00

With previously approved change orders to the three contracts, the contract amounts prior to the current recommended changes under this agenda item are as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,218,664.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,513,308.96
<u>No. 3 – Electrical Construction</u>	<u>JDP Electric, Inc.</u>	<u>\$17,243,218.00</u>
TOTAL		\$105,975,191.01

The following table shows the overall cost summary of the recommended changes by contractor under this agenda item:

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	10	\$43,831.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	n/a	\$0.00
<u>No. 3 – Electrical Construction</u>	<u>JDP Electric, Inc.</u>	<u>n/a</u>	<u>\$0.00</u>
TOTAL			\$43,831.00

With Change Order approval, the new updated contract amounts would be as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,262,495.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,513,308.96
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,243,218.00
TOTAL		\$106,019,022.01



Ozone injection skid installation for Fargo MWTP. These skids will make an ozone solution to treat water for taste & odor compounds. The ozone process is followed by biological carbon filtration resulting in additional taste & odor treatment and protecting the water distribution system against biofilm in water mains.

MWTP Project Status Related Change Orders and Overall Cost

The MWTP is a large, complicated, and expensive project for the City of Fargo and its water service customers. As such, it is normal for projects of this nature to have adjustments that result in cost change orders. Since the MWTP exceeded \$100 million in bid prices, the following is intended to help provide perspective for this project compared to the cost impacts of change orders commonly seen in the industry.

While it may be difficult to find exact comparators to the MWTP project, the following are typical observations and goals for change order cost increases in the industry at project completion:

- Industry average: **3% to 5% of bid price**
- Typical Project Goal: **<2% of bid price**
- Excellent Project: **<1% of bid price**
- Percentages for change order costs reflect (1) Errors & Omissions and (2) Owner Requested

Change Order (CO) statistics for MWTP project in percentages:

- Prior to Current CO Recommendations: **2.20%**
- Adjusted Value Prior to Current CO Recommendations: **1.04%**
- After Current CO Recommendations: **2.25%**
- Adjusted Value After Current CO Recommendations: **1.08%**
- Total Adjusted Value Dollar Amount – West Fargo: \$1,206,585.00 (Different funding source)
 - Generator Switchgear – West Fargo: \$137,816.00 (previously approved CO)
 - 7th Reverse Osmosis Train – West Fargo: \$1,068,769.00 (previously approved CO)

Since the MWTP project is through (or nearly through) a number of the higher risk project components for change orders, Water Utility personnel think the project is at a very reasonable position from a change order perspective. 'Value Engineering' and teamwork between contractors, City staff, and consulting engineers has been an important factor in containing costs. The 'Value Engineering' for the foundation system was an important item for cost savings in the project, reducing the contract price by nearly \$300,000 early in construction.

Related to cost change orders, some higher risk project components include:

- Utility Infrastructure Rerouting (removal from excavation/construction areas) - **Complete**
- Mass Excavation (unforeseen underground conditions) - **Complete**
- Foundation (Pile) Installation - **Complete**
- Major Equipment/Treatment Process Submittals – **Complete**
- Concrete for Lower Level & Main Level - **Complete**
- Building Structural Steel, Exterior Brick, and Roof – **In Progress**

The summer of 2017 is an important construction season for the MWTP. It is intended that the building will be enclosed prior to this winter with exterior brick and roof in place. Additionally, process piping and major equipment is being installed. The permanent electrical system is intended to be operational in early 2018. Startup of some water treatment systems may begin in early 2018. The MWTP is supposed to be operational in July 2018.

A complicating factor for the MWTP construction is the agreement in July 2015, to provide drinking water to West Fargo. With the addition of West Fargo, Water Utility staff needs to gauge what design adjustments should be recommended for the MWTP, looking at the best long-term interest of the City and customers. These adjustments in most cases will be cost increases. Two cost changes attributed to West Fargo water service have previous approval. Costs for the two changes will be funded by State Water Commission regionalization grant funding and infrastructure sales tax (Fund 450). Please be aware that there is annual water sales revenue from West Fargo.

Detailed Summary of Change Orders

The cost impact to Contract No. 1 with Alberici Constructors, Inc. is summarized in the following:

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	3" Stainless Steel Vent Line from Ozone Destruct Units	\$11,447.00	Pressure Relief
2	EIFS (Exterior Insulation & Finishing System) Modification	\$4,613.00	Structural Steel Issue
3	Additional CMU Support at Pipe Gallery Wall	\$5,221.00	Structural Support
4	Red River Vault Access Hatch Size Increase	\$1,328.00	Valve Size
5	Add 45's to Sheyenne Raw Water Line	\$11,333.00	Remove Pilot Tap
6	Eave Detail at Dry Chemical Penthouse	\$24,851.00	Match MWTP Eaves
7	36" Overflow Tie-in and Pumping	\$4,104.00	Elevation Issue
8	Angle at Dry Chemical Penthouse Girts	\$11,931.00	Structural Support
9	Reverse Osmosis Skid Factory Acceptance Testing Deduct	(\$31,027.00)	Scope Change
Total – Contract No. 1 Change for Change Order No. 10		\$43,831.00	

Plan of Financing

The contract changes under this agenda item will result in an overall cost increase of \$43,831.00 for MWTP construction. The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan administered by the North Dakota Public Finance Authority (PFA) and North Dakota Department of Health (NDDH). The \$30 million in grant funding from the SWC has all been received by the City of Fargo for the MWTP project.

SUGGESTED MOTION:

Approve the contract change orders with the general contractor in the amount of \$43,831.00 for construction of the MWTP.

Your consideration in this matter is greatly appreciated.



July 13, 2017

Mr. Troy Hall
Water Utility Director
City of Fargo
Water Treatment Plant
435 14th Ave S
Fargo, ND 58103-4306

**Re: Change Order No. 10
Contract No. 1 Fargo Membrane WTP and Improvements
City of Fargo Project #WA1301**

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 10 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. A 3-inch stainless steel vent line will be added to the pressure relief valve on the ozone destruct line which will allow exterior air to be pulled into the line when needed to balance the suction pressure on the suction line to the ozone destruct units.
2. Additional EIFS on the existing building will be removed in order for the structural steel to be installed for the Membrane WTP.
3. Additional masonry wall support clips will be added to the top of the pipe gallery masonry wall to secure the top of the wall in place.
4. The access hatch for the red river valve vault will be increased in size to allow the valve to fit through the hatch for maintenance or replacement in the future.
5. Two 45 degree bends will be added on the Sheyenne Raw Water line at **the connection to the existing raw water line in order to connect at the location of an existing tap that is no longer used and to avoid removing additional trees for the installation of the buried pipe.**
6. Detailing for the north and south eaves on the Dry Chemical Penthouse will add additional framing, sheathing, blocking, and insulation to match similar to the other penthouse eaves on the Membrane WTP.
7. The existing storm manhole where the 36-inch overflow line from the Membrane WTP will be connected was found to be at a low point in the storm system pipe which will require **the length of existing storm pipe along 4th St between 13th Ave and 14th Ave to be pumped out while the overflow connection is made to the existing manhole. This change item is mainly associated with the additional labor to keep this line pumped down during the tie-in.**
8. Additional support angles **will be** supplied and field welded to the Dry Chemical Penthouse girts for additional structural support.

Mr. Troy Hall

Re: Change Order No. 10

Contract No. 1 Fargo Membrane WTP and Improvements

City of Fargo Project #WA1301

July 13, 2017

Page 2 of 2

- 9. Factory Acceptance Testing of the RO skids will be removed from the scope of work. The performance testing of the RO skids will be performed on-site during start-up operations.

The cost impact to Contract No. 1 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. PCO 102 – 3” SS Vest Line from Ozone Destruct	\$11,477.00
2. PCO 141 – EIFS Removal for Structural Steel	\$4,613.00
3. PCO 147 – Additional CMU Support at Pipe Gallery Wall	\$5,221.00
4. PCO 152 – Red River Vault Access Hatch Size	\$1,328.00
5. PCO 153 – Add 45’s to Sheyenne Raw Water Line	\$11,333.00
6. PCO 158 – Eave Detail at Dry Chemical Penthouse	\$24,851.00
7. PCO 162 – 36-OVF Tie-in and Pumping	\$4,104.00
8. PCO 170 – Angle at Dry Chemical Penthouse Girts	\$11,931.00
9. PCO 179 – RO Skid Factory Acceptance Testing Deduct	(31,027.00)
 Total for Change Order No. 10 =	 \$43,831.00

Upon the City of Fargo’s acceptance of Change Order No. 10, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and ACI and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S



Ben Julson, PE
Project Engineer

Attachments

REPORT OF ACTION

(17)

UTILITY COMMITTEE

Project No. WA1301

Type: Project WA1301 Sole Source Chlorine Feed Equipment

Location: Water Treatment Plant

Date of Hearing: 7/20/17

<u>Routing</u>	<u>Date</u>
City Commission	7/31/17
Project File	

Troy Hall, Water Utility Director, presented the attached memorandum related to sole sourcing the chlorine feed equipment for the Project WA1301, Membrane Water Treatment Plant (MWTP). This equipment is required installation for startup of the MWTP by the North Dakota Department of Health because it relates to water disinfection credit to EPA standards. The chlorine feed equipment was removed from the contractor scope for the 2nd bid of the MWTP as part of the rebid strategy. The rebid resulted in a \$13.3 million reduction in the bid price compared to the first bid. If this sole source is approved, water plant maintenance staff will likely install the new chlorine equipment. The basis for sole sourcing this equipment is cost of ownership (lifecycle cost), more current technology, simplicity of maintenance, parts availability, and parts cost.

Water Utility staff requests that the chlorine feed equipment be paid with cash through Fund 450, but coded to Project WA1301. For 2017, Fund 450 will be significantly under budget for two line items: Water Tower Recondition (\$2.75 million budgeted) and RRVWSP Conceptual Design (\$850,000 budgeted).

MOTION:

On a motion by Ben Dow, seconded by Jim Hausauer, the Utility Committee voted to approve the sole source of chlorine feed equipment with Hawkins Water Treatment Group in the amount of up to \$166,991.

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

ATTEST:



Troy B. Hall
Water Utility Director

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



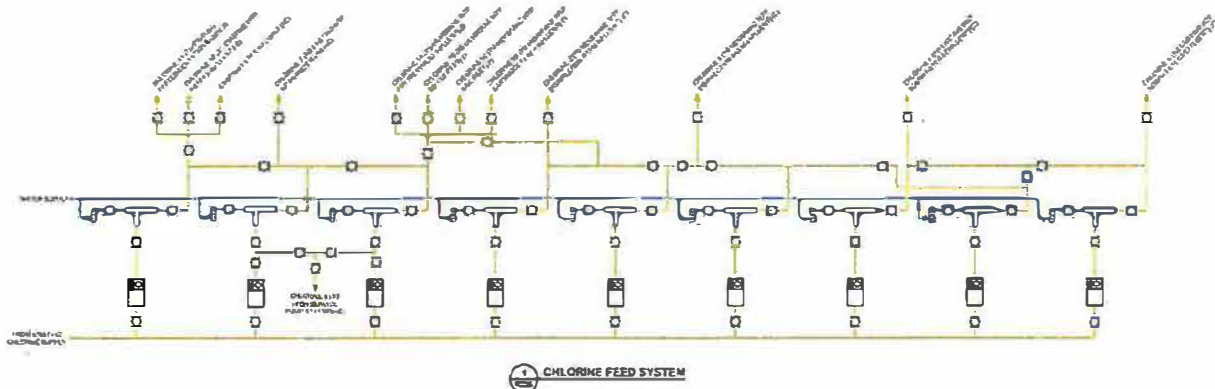
Fargo Water Treatment Plant
435 14th Avenue South
Fargo, North Dakota 58103
Phone (701) 241-1469
FAX (701) 241-8110

MEMORANDUM
July 17, 2017

To: Utility Committee
From: Troy B. Hall, Water Utility Director *TBH*
Re: Sole Source Chlorine Feed Equipment for Project WA1301

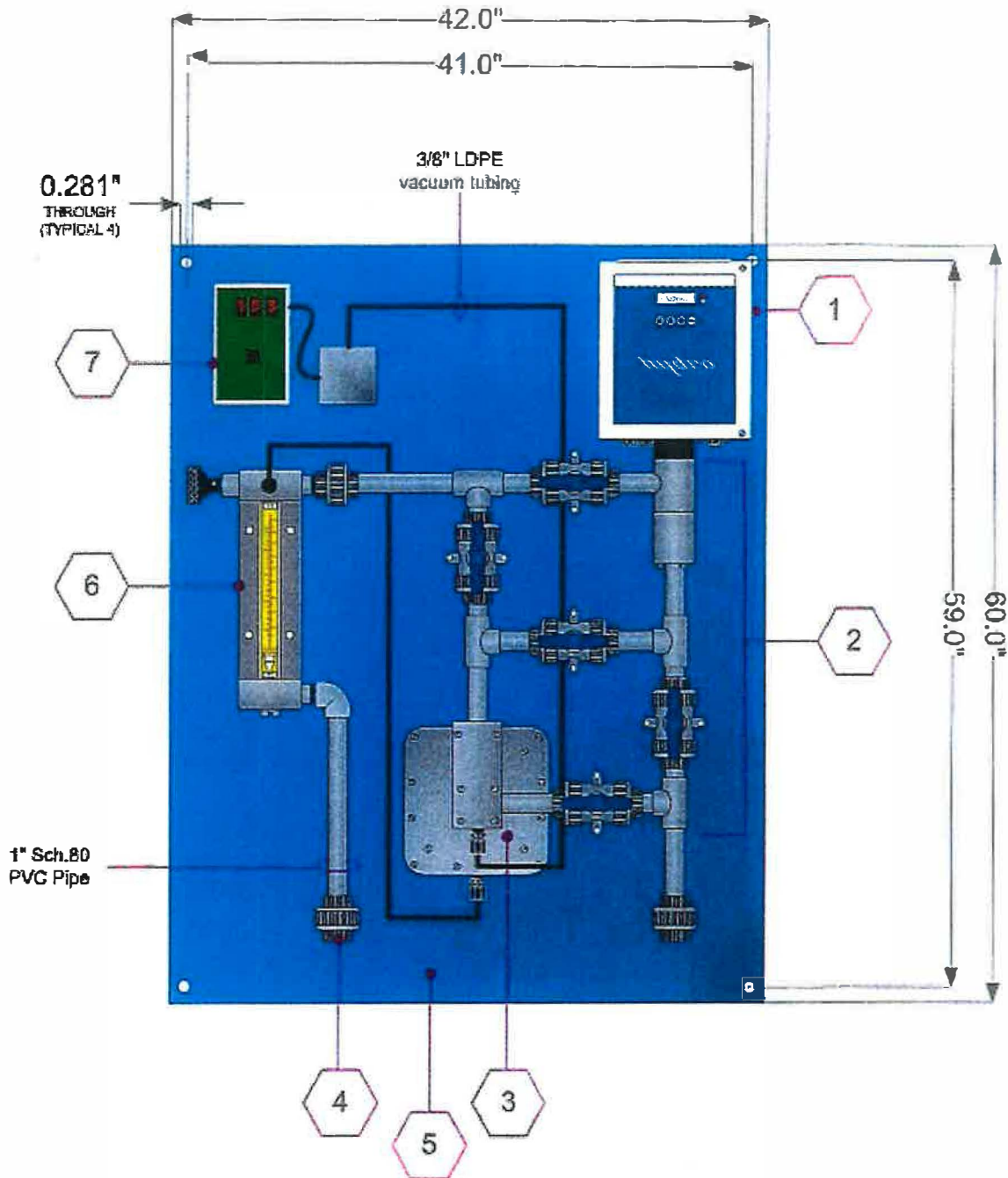
Water Utility staff is requesting a sole source for chlorine feed equipment for the redesign of the chlorine feed system under the Membrane Water Treatment Plant (MWTP) project. Chlorine feed equipment installation is required prior to full startup of the MWTP because chlorine is part of the disinfection approach to meeting EPA standards (see attached letter from the North Dakota Department of Health). Chlorine and ammonia feed equipment were removed from the 2nd bid of the MWTP to help improve equipment pricing with vendors that carry many lines of water system equipment for multiple water treatment and distribution areas. The rebid of the MWTP resulted in a \$13.3 million reduction in bid price, but the equipment cost reduction was only part of the strategy that reduced the bid price. The building foundation saved \$5 million.

There are limited manufactures of chlorine equipment that have regional sales representatives and technical support. The recommended chlorine feed equipment is from Hydro Instruments. The local vendor for this equipment is Hawkins Water Treatment Group. The basis for sole sourcing this equipment is cost of ownership (lifecycle cost), more current technology, simplicity of maintenance, parts availability, and parts cost. While negotiated quotes from Hawkins have been received (see attached), Water Utility staff is requesting sole source funding up to \$166,991 for this equipment to allow for submittal review and minor system adjustments. Infrastructure Sales Tax (Fund 450) would be the funding source for this equipment.



Schematic Design of Chlorine Feed System that will serve both the Membrane Water Treatment Plant and Existing Water Treatment Plant.

The chlorine feed equipment is intended be installed by WTP maintenance personnel. This will reduce the cost of equipment installation for chlorine feeders. Two past examples of project cost savings attributed to WTP maintenance staff installation are Water Tower Mixers (\$67,500 estimated cost savings) and Sheyenne Pipeline Air Relief Replacement (\$47,740 estimated cost savings).



Hydro Instruments 1000 pound per day chlorine panel drawing. Three different chlorine feeder sizes would be installed with this project. A total of nine (9) chlorine feeders would be purchased from Hawkins Water Treatment Group if the sole source is approved.

Financial Considerations

The MWTP project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan administered by the North Dakota Public Finance Authority (PFA) and North Dakota Department of Health (NDDH). The \$30 million in grant funding from the SWC has all been received by the City of Fargo for the MWTP project.

Water Utility staff requests that the chlorine feed equipment be paid with cash through Fund 450, but coded to Project WA1301. For 2017, Fund 450 will be significantly under budget for two line items: Water Tower Recondition (\$2.75 million budgeted) and RRWSP Conceptual Design (\$850,000 budgeted). SRF guidelines need pricing from three manufactures, but Water Utility staff suggests that it is not in the financial best interest of the City of Fargo to get three quotes for this equipment. This suggestion is based on 20 years of maintenance experience with the existing chlorine equipment.

SUGGESTED MOTION:

Approve sole source of Hydro Instruments chlorine feed equipment from Hawkins Water Treatment Group in the amount of up to \$166,991 to be paid with Fund 450.

Your consideration in this matter is greatly appreciated.



February 17, 2015

Brian R. Bergantine, P.E.
Advanced Engineering and Environmental Services, Inc.
3101 Frontage Rd. S.
Moorhead, MN 56560

Re: **Fargo Membrane Water Treatment Plant and Improvements**
DWSRF Project No. 0900336-03
City Project No. WA1301 / AE₂S Project No. P00803-2009-25
And Addenda Numbers 1, 2 and 3
Fargo, North Dakota

Dear Mr. Bergantine:

This concerns the plans and specifications for the above-referenced project. The project includes a new membrane water treatment plant (WTP) and improvements to the existing WTP. The membrane WTP has a capacity of 15 million gallons per day (MGD) and includes pretreatment, microfiltration/ultrafiltration (MF/UF), reverse osmosis (RO), and taste and odor control utilizing ozone and granular activated carbon (GAC).

We have reviewed and are hereby approving the plans and specifications, including Addenda Nos. 1, 2 and 3, for the project. The following requirements apply to the new membrane water treatment plant:

- Membrane filtration is considered an alternate treatment technology for treatment of surface water under the Safe Drinking Water Act (SDWA). States are allowed to accept alternate treatment technologies for treatment of surface water if sufficient information exists to verify that required treatment objectives can be achieved. To satisfy surface water treatment requirements under the SDWA, the membrane WTP shall achieve 2-log, 3-log, and 4-log removal/inactivation of Cryptosporidium, Giardia, and viruses, respectively.
- We have reviewed the following information pertaining to the proposed ZeeWeed 1000 V4 ultrafiltration membrane: California Department of Public Health Conditional Acceptance Testing (December 2010) and GE Water and Process Technologies Pilot Study (November 2012). Based on this information and EPA's Filtration Guidance Manual (November 2005), we will grant the following removal credits: 4-log for Cryptosporidium and Giardia; and 0.5-log viruses. To receive these removal credits,

the membranes shall be operated within the following limits: the operating flux shall not exceed 60 gallons/square foot/day (gfd) and the operating transmembrane pressure (TMP) shall be limited to the maximum design TMP of 13 psi or less.

- The integrity of each membrane unit shall be verified on an ongoing basis as set forth below:
 1. A Comprehensive Integrity Verification Program (CIVP) must be developed as outlined in the EPA's Filtration Guidance Manual. The CIVP must fully address, among other things, both indirect and direct integrity testing. The CIVP must be submitted to us at least 30 days prior to plant start up.
 2. Continuous indirect integrity testing must be conducted (continuous testing is defined as a reading taken every 15 min or less). If turbidity is used as the method for indirect testing, the upper control limit (UCL) must be 0.15 NTU. If particle counting is used, the UCL must be determined in the CIVP. Please note that a direct integrity test must be performed if the UCL is exceeded.
 3. Direct integrity testing must be performed once each day, with the operator present, during the first 10-15 minutes after each membrane unit is placed back into service, at plant start up, and after any cleaning or routine/emergency maintenance. The direct integrity test must be responsive to an integrity breach of 3 um (micrometers) diameter with the membranes fully wet. Also, direct integrity test must be capable of verifying a log removal value of greater than 4 for Cryptosporidium. A membrane unit not exceeding this log removal must be removed from service and not returned to service until necessary repairs/maintenance are completed and follow-up testing verifies acceptable performance.
- A monthly operations report for the membrane WTP shall be submitted to us within 10 days of the end of each month of operation. Enclosed is the NDDH Membrane Filtration Implementation Manual (September 2006). Recording forms with filling instructions will be provided later.
- Disinfection of the membrane WTP treated water will be accomplished using chlorine gas for primary disinfection, and anhydrous ammonia to form chloramines for secondary disinfection in the distribution system. To satisfy the overall removal/inactivation requirements under the SDWA, the proposed chlorine disinfection shall achieve at least 3.5-log inactivation of viruses.
- Disinfection profiling and benchmarking shall be conducted for the membrane WTP once it is put into service. Please be reminded that an updated profile and benchmark may be required as a prerequisite to evaluate subsequent (future) disinfection changes.

- Chlorine and ammonia feed equipment for the membrane WTP, planned as a separate project, shall be installed prior to operation of the membrane WTP.
- Monthly bromide and bromate monitoring shall be conducted for the membrane WTP for a period of one year once ozonation for taste and odor control is initiated. Such monitoring may be reduced to quarterly based on the initial monthly monitoring results.

Membrane filtration, in addition to being an alternate technology, is technology new to Fargo WTP. Therefore, to ensure that treatment objectives can be consistently achieved and maintained, it is critical that the WTP staff receives sufficient training prior to plant start up to become integrally familiar with all pertinent and required operation and maintenance, monitoring, and reporting aspects. It is also critical that the WTP staff receives and becomes integrally familiar with all operation and maintenance manuals, the NDDH Membrane Filtration Implementation Manual, and the CVP in advance of plant startup.

Please contact Hristo Papalichev at 701.328.5223 or Mike Trythall at 701.328.5269 if you have any questions concerning this matter.

Sincerely,



D. Wayne Kern, P.E.
Director
Division of Municipal Facilities

DWK:hap:dgg

xc: Steve Sprague, City Auditor, Fargo
Troy Hall, Water Utility Director
Mark Peterson, Fargo WTP
Bruce Grubb, Fargo WTP
Fargo Cass Public Health
Greg Wavra, NDDH
Mike Trythall, NDDH
Lydia Fewless, NDDH

Troy Hall

From: Qigang.Chang@AE2S.com
Sent: Friday, July 07, 2017 11:50 AM
To: Troy Hall
Cc: Ben.Julson@AE2S.com
Subject: RE: Chlorine Hydro Feeder Quote
Attachments: Fargo_Disinfection_Quote_Rev2.pdf

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

Hi, Troy

Attached please find the updated proposal from Hawkins. In the proposal, Hawkins broke down the cost and offered a few options for ejectors and rotameters. I plan to review these numbers with you next week as well as discuss some other options (purchase rotameters directly from manufactures). The updated proposal shows that the cost varies between **\$136,090** and **\$166,991** depending on what options selected (it was **\$208,360** in the their first proposal). The table below summarizes some numbers from the proposal for your convenience.

	Option 1	Option 2	Option 3	Lowest	Highest
Chlorine gas feeder equipment	\$96,980			\$96,980	\$96,980
Ejectors	\$16,350 (fixed orifice)	\$25,100 (variable orifice)		\$16,350	\$25,100
Service water rotameters	\$29,111 (Brooks Meters)	\$7,100 (King Metes)	\$6,960 (Blue-White)	\$6,960	\$29,111
Spare parts	\$2,000			\$2,000	\$2,000
Other services	\$13,800			\$13,800	\$13,800
Total				\$136,090	\$166,991

Thank you and have a nice weekend.

Q.
 AE2S

From: Qigang Chang
Sent: Thursday, July 06, 2017 1:36 PM
To: Troy Hall - City of Fargo (THall@cityoffargo.com) <THall@cityoffargo.com>
Cc: Benjamin Julson (Ben.Julson@ae2s.com) <Ben.Julson@ae2s.com>
Subject: RE: Chlorine Hydro Feeder Quote

Hi, Troy

Here is a quick update on Hydro Chlorine Feeders.

I have been working with Kim Putz on some details to fine-tune his proposal. The services water rotameters were sized for very **high** ejectors inlet pressure in his first proposal so we reviewed backpressures at all chlorine feed points as well as pipe&minor headloss. We updated backpressures last week and requested Hawkins to update their proposal per new inlet pressures. When the inlet pressure dropped from 170 psi to 80-100 psi, we can use glass tube rotameters instead of metal, which may save some \$\$\$. Hawkins is currently waiting on some numbers from Brooks and King and will send us the updated proposal with pricing breakdown once available. I anticipate to receive the proposal either tomorrow or early next week. Will send you the updated proposal once received it.

Please let me know any questions you may have.

Thank you and have a nice day.

**Q.
AE2S**

From: Qigang Chang
Sent: Thursday, June 22, 2017 8:34 AM
To: Troy Hall - City of Fargo (THall@cityoffargo.com) <THall@cityoffargo.com>
Cc: Benjamin Julson (Ben.Julson@ae2s.com) <Ben.Julson@ae2s.com>
Subject: Chlorine Hydro Feeder Quote

Good morning, Troy

Hawkins just sent me their estimate for your plant chlorine feeders. Their estimate is **\$208,360.00** (sales tax not included) for a total of 9 feeders as we specified. I haven't reviewed the proposal (they volunteered sending a proposal) yet and will share review comments with you after the review.

Thanks and have a nice day.

Qigang

Thank you.

Qigang Chang, PhD, PE
Project Engineer/Membrane Specialist
Advanced Engineering and
Environmental Services, Inc. (AE2S)
4170 28th Avenue South
Fargo, ND 58104
Qigang.Chang@AE2S.com
www.ae2s.com
Voice: 701.364.9111
Fax: 701.364.9979

 Please consider the environment before printing this email.

July 7, 2017

To: AE2S
4170 28th Avenue South
Fargo, ND 58104

Attn: Qigang Chang, AE2S
Project Engineer/Membrane Specialist
Qigang.Chang@AE2S.com Voice: 701.364.9111

Re: Request for Proposal – Liquid Chemical Feed Equipment
Fargo Membrane WTP and Improvement Project



EQUIPMENT GROUP

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910
Fax: (612) 331-5304

Addendum: None

Hawkins Quote No.: H211114.1755.CF.**REV2**

Quotation Expires: 90 days

Submittals: Available upon request.

Shipment: PPD

TERMS: Our pricing does not include any installation or sales/excise taxes that may apply. Note that the terms and conditions are attached to this proposal.

FARGO, ND MEMBRANE WTP & IMPROVEMENTS - SECTION 11727B GAS FEEDERS

This quotation constitutes an offer to furnish the items listed subject to; terms and conditions stated hereon; receipt of your purchase order by Hawkins Water Treatment Group, Inc.; and written acceptance of your order by Hawkins Water Treatment Group, Inc. and/or the manufacturer(s) involved as follows;

PART 2 PRODUCTS

2.01 CHLORINE GAS FEED EQUIPMENT

Manufacturer

A. Hydro Instruments.

B. Automatic Gas Feeder Assembly

Item Qty Description

CF-418	1	WPOV-1000 Wall Panel Omni-Valve Assembly, 2000 PPD Capacity.
CF-419	1	WPOV-1000 Wall Panel Omni-Valve Assembly, 1000 PPD Capacity.
CF-420	1	WPOV-1000 Wall Panel Omni-Valve Assembly, 1000 PPD Capacity.

FARGO, ND MEMBRANE WTP & IMPROVEMENTS - SECTION 11727B GAS FEEDERS

PART 2 PRODUCTS**2.01 CHLORINE GAS FEED EQUIPMENT****B. Automatic Gas Feeder Assembly**

<u>Item</u>	<u>Qty</u>	<u>Description</u>
CF-421	1	WPOV-1000 Wall Panel Omni-Valve Assembly, 2000 PPD Capacity.
CF-422	1	WPOV-1000 Wall Panel Omni-Valve Assembly, 1000 PPD Capacity.
CF-423	1	WPOV-1000 Wall Panel Omni-Valve Assembly, 2000 PPD Capacity.
CF-424	1	WPOV-1000 Wall Panel Omni-Valve Assembly, 500 PPD Capacity.
CF-425	1	WPOV-1000 Wall Panel Omni-Valve Assembly, 500 PPD Capacity.
CF-426	1	WPOV-1000 Wall Panel Omni-Valve Assembly, 500 PPD Capacity. Each wall panel includes the following major components pre-mounted; ... Flow meter with manual rate valve. ... Low/High vacuum monitor. ... Differential pressure regulator. ... Omni automatic valve. ... Panel piping, valves, and by-pass piping. ... Connections: 1" FNPT inlet and outlet.

Wall Panel dimensions: 42" wide x 60" high, refer to attached drawing.

C. Low and D. High Vacuum Monitor

<u>Item</u>	<u>Qty</u>	<u>Description</u>
	9	VM-150 Vacuum Monitors. ... (1) Vacuum monitor pre-mounted on each of the WPOV wall panels. ... Single monitor will detect both low and high vacuum conditions. Input voltage: 115 Vac. Alarm Relays: 120V@5Amps. Enclosure: NEMA 4X. Alarm Delay: 1 – 100 seconds. Readout: Digital LED three digit. Analog Output: 0-30 Vdc – 3 mA Alarm Relay Outputs: 3 (1) NO/NC High (1) NO/NC Low (1) NO/NC Latch Independently adjustable High/Low trip points. LED indicator for High/Low Latch Alarm. IP65 External Latch Alarm Reset Switch. 0 – 30 in. Hg Range.

FARGO, ND MEMBRANE WTP & IMPROVEMENTS - SECTION 11727B GAS FEEDERS

PART 2 PRODUCTS**2.01 CHLORINE GAS FEED EQUIPMENT****PRICING**

2.01 GAS FEED EQUIPMENT including –

B. Automatic Gas Feeder Assembly

C. Low and D. High Vacuum Monitor

Total net equipment pricing for the above items shipped to Fargo, ND..... **\$96,980.00 (sales tax is not included).****Equipment lead times for shipping after submittal approval – 2 to 3 weeks.****E. Ejectors**

<u>Item</u>	<u>Qty</u>	<u>Description</u> <u>OPTION 1 – Fixed Orifice</u>
3		EJ-500-CL2 Ejector Assemblies. ... Maximum capacity 500 PPD. ... Process connections:1-1/4" MNPT inlet and outlet. ... Vacuum inlet connection: 1/4" FNPT x 5/8" tube tubing connector.
6		EJ-2000-CL2-2 Fixed Orifice Ejector Assemblies. ... Process connections: 2" Sch. 80 PVC Van Stone flanges w/PVC ring, 4 bolt pattern. ... Vacuum inlet connection: 1" NPT union.

PRICING

2.01 GAS FEED EQUIPMENT including –

E. Ejectors – Fixed Orifice

Total net equipment pricing for the above items shipped to Fargo, ND..... **\$16,350.00 (sales tax is not included).****Equipment lead times for shipping after submittal approval – 2 to 3 weeks.**

<u>Item</u>	<u>Qty</u>	<u>Description</u> <u>OPTION 2 – Variable Orifice</u>
3		EJ-500-CL2 Ejector Assemblies. ... Maximum capacity 500 PPD. ... Process connections:1-1/4" MNPT inlet and outlet. ... Vacuum inlet connection: 1/4" FNPT x 5/8" tube tubing connector.
6		EJ-2000-CL2-2 Variable Orifice Ejector Assemblies. ... Process connections: 2" Sch. 80 PVC Van Stone flanges w/PVC ring, 4 bolt pattern. ... Vacuum inlet connection: 1" NPT union.

PRICING

2.01 GAS FEED EQUIPMENT including –

E. Ejectors – Variable Orifice

Total net equipment pricing for the above items shipped to Fargo, ND..... **\$25,100.00 (sales tax is not included).****Equipment lead times for shipping after submittal approval – 2 to 3 weeks.**

FARGO, ND MEMBRANE WTP & IMPROVEMENTS - SECTION 11727B GAS FEEDERS

PART 2 PRODUCTS**2.01 CHLORINE GAS FEED EQUIPMENT****F. Service Water Rotameter**

<u>Item</u>	<u>Qty</u>	<u>Description</u> OPTION 1 – Brooks Meters
		2000 PPD Ejectors – Feeders CF-418, CF-421, & CF-423 –
3		Brooks 3809 Variable Area Flow Meter. ... Construction: 316 Stainless steel. ... Size: 3". ... Connection: 150 lb. R.F. flanges. ... Capacity: 13 - 130 GPM. ... Operating pressure 90 psig.
		1000 PPD Ejectors – Feeders CF-419, CF-420, & CF-422 –
3		Brooks 3809 Variable Area Flow Meter. ... Construction: 316 Stainless steel. ... Size: 2". ... Connection: 150 lb. R.F. flanges. ... Capacity: 9.3 - 88 GPM. ... Operating pressure 60 psig.
		500 PPD Ejectors – Feeders CF-424, CF-425, & CF-426 –
3		Brooks 3810 Variable Area Flow Meter. ... Construction: 316 Stainless steel. ... Size: 1-1/2". ... Connection: FNPT. ... Capacity: 3.5 - 35 GPM. ... Operating pressure 70 psig.

PRICING

2.01 GAS FEED EQUIPMENT including –

F. Service Water Rotameters – Brooks Instrument

Total net equipment pricing for the above items shipped to Fargo, ND..... **\$29,111.00** (sales tax is not included).**Equipment lead times for shipping after submittal approval – 4 to 6 weeks.**

FARGO, ND MEMBRANE WTP & IMPROVEMENTS - SECTION 11727B GAS FEEDERS

PART 2 PRODUCTS**2.01 CHLORINE GAS FEED EQUIPMENT****F. Service Water Rotameter**

<u>Item</u>	<u>Qty</u>	<u>Description</u> OPTION 2 – King Meters
		2000 PPD Ejectors – Feeders CF-418, CF-421, & CF-423 –
3		King 7205 Tube Flow Meter. ... Construction: Machined cast acrylic. ... Size: 2". ... Connection: FNPT. ... Capacity: 30 - 120 GPM. ... Operating pressure 150 psig.
		1000 PPD Ejectors – Feeders CF-419, CF-420, & CF-422 –
3		King 7205 Tube Flow Meter. ... Construction: Machined cast acrylic. ... Size: 2". ... Connection: FNPT. ... Capacity: 20 - 100 GPM. ... Operating pressure 150 psig.
		500 PPD Ejectors – Feeders CF-424, CF-425, & CF-426 –
3		King 7205 Tube Flow Meter. ... Construction: Machined cast acrylic. ... Size: 1-1/2". ... Connection: FNPT. ... Capacity: 4 - 40 GPM. ... Operating pressure 150 psig.

PRICING

2.01 GAS FEED EQUIPMENT including –

F. Service Water Rotameters – Brooks Instrument

Total net equipment pricing for the above items shipped to Fargo, ND..... **\$7,100.00 (sales tax is not included).****Equipment lead times for shipping after submittal approval – 2 to 4 weeks.**

FARGO, ND MEMBRANE WTP & IMPROVEMENTS - SECTION 11727B GAS FEEDERS

PART 2 PRODUCTS**2.01 CHLORINE GAS FEED EQUIPMENT****F. Service Water Rotameter**

<u>Item</u>	<u>Qty</u>	<u>Description</u> OPTION 3 – Blue-White
		2000 PPD Ejectors – Feeders CF-418, CF-421, & CF-423 –
3		Blue-White F-452 Flow Meter. ... Construction: Polysulfone. ... Size: 2". ... Connection: FNPT. ... Capacity: 25 - 175 GPM. ... Operating pressure 150 psig.
		1000 PPD Ejectors – Feeders CF-419, CF-420, & CF-422 –
3		Blue-White F-452 Flow Meter. ... Construction: Polysulfone. ... Size: 2". ... Connection: FNPT. ... Capacity: 25 - 175 GPM. ... Operating pressure 150 psig.
		500 PPD Ejectors – Feeders CF-424, CF-425, & CF-426 –
3		Blue-White F-451 Flow Meter. ... Construction: Polysulfone. ... Size: 1". ... Connection: FNPT. ... Capacity: 4 - 40 GPM. ... Operating pressure 150 psig.

PRICING

2.01 GAS FEED EQUIPMENT including –

F. Service Water Rotameters – Brooks Instrument

Total net equipment pricing for the above items shipped to Fargo, ND..... **\$6,960.00** (sales tax is not included).**Equipment lead times for shipping after submittal approval – 2 to 4 weeks.**

FARGO, ND MEMBRANE WTP & IMPROVEMENTS - SECTION 11727B GAS FEEDERS

PART 2 PRODUCTS**2.01 CHLORINE GAS FEED EQUIPMENT****Spare Parts**

Miscellaneous Accessories Not Specified

<u>Item</u>	<u>Qty</u>	<u>Description</u>
	1	Lot of Hydro Spare Parts
	1	Lot of Vacuum Tubing and Connectors.

PRICINGTotal net equipment pricing for the above items shipped to Fargo, ND..... **\$2,000.00** (sales tax is not included).**Equipment lead times for shipping after submittal approval – 2 to 3 weeks.****OTHER SERVICES – NOT EQUIPMENT**

Shipping charges.

Submittal and O & M manual charges.

Start-up and Operator training service charges.

Total charges for other services..... **\$13,800.00****EXCEPTIONS FOR THIS SECTION:**Hawkins is not furnishing the following items. **The contractor or installer are responsible for providing;**

- Solution and vacuum piping.
- Water supply piping or associated fittings and components to deliver and distribute inletejector or solution water.
- Anchor bolts, fasteners or any other hardware necessary for setting or mounting of the equipment.
- Wiring of the equipment.
- Valves, y-strainers, pressure gauges, or any other ancillary devices for any of the piping systems.
- Labor or any other miscellaneous materials that may be required for installation not specifically detailed above.
- The equipment installation will be the responsibility of the Contractor.
- Any painting or preparation, valve or equipment tags, valves, diffusers, etc. unless listed above are not supplied.
- City sales tax or State or City Permits for construction.

FARGO, ND MEMBRANE WTP & IMPROVEMENTS - SECTION 11727B GAS FEEDERS

PART 3 EXECUTION

3.01 EXAMINATION AND PREPARATION

It is advised that the contractor inspect all equipment shipments immediately upon receiving. The contractor should notify Hawkins immediately of any damaged or missing equipment.

Hawkins Contacts:

Mark Hansen O 701.293-9618 Mark.Hansen@HawkinsInc.com

Tyler Skarolid O 612.617.8682 Tyler.Skarolid@HawkinsInc.com

Kim Putz O 612.617.8637 Kim.Putz@HawkinsInc.com

3.02 INSTALLATION

Installation and wiring of the equipment is the responsibility of the contractor and/or his/her agent. This proposal only includes the equipment as listed above.

The equipment shall be installed as instructed by the manufacturer or Hawkins, Inc. The contractor is responsible for piping and piping accessories for a complete operable system.

A representative of Hawkins, Inc. and/or the equipment manufacturer will inspect the installation prior to startup or testing of each system.

3.03 FIELD QUALITY CONTROL

Manufacturers field services:

Start-up and operating training services are included per the equipment listed above and provided by Hawkins, Inc. – Roseville, MN and Fargo, ND Offices.

IN ADDITION

This proposal **does** include;
Shop drawings.
O & M manuals.

We appreciate the opportunity to quote you on for the above product. You may contact me at 612-617-8637 for any further assistance.

Regards,
Hawkins Water Treatment Group, Inc.

Kim Putz
Project Manager

cc: Mark Hansen – HWTG Fargo, ND Office Tyler Skarolid – Hawkins, Roseville, MN Office

FARGO, ND MEMBRANE WTP & IMPROVEMENTS - SECTION 11727B GAS FEEDERS

**HAWKINS, INC.
STANDARD TERMS AND CONDITIONS OF SALE**

1. **TERMS.** These Terms and Conditions of Sale are the exclusive contract between Buyer and Seller, there are no terms, understandings, agreements, other than those stated herein. Seller's commencement of work on the Products subject to Buyer's order, shipment of the Products, or performance of all or a portion of the services subject to an order, whichever occurs first, shall constitute an acceptance of Buyer's purchase order and these Terms and Conditions without any additional or different terms. These Terms and Conditions may not be altered amended, nor waived except in writing signed by an officer of the party to be bound thereby. Acceptance of Buyer's purchase order is subject to acceptance of the express Terms and Conditions contained herein. If any provisions of Buyer's purchase order or other writings are different from or are otherwise in conflict with these Terms and Conditions, these Terms and Conditions shall govern and the terms contained in Buyer's purchase order or other writings are expressly rejected by Seller.

2. **PRICE.** Quoted prices are based upon present taxes (other than sales taxes), freight rates, United States Tariff classifications and import duties. Buyer shall pay any increased costs resulting from such changes or from Buyer's selection of means of transportation. Buyer shall reimburse Seller for all taxes or other charges by any national, state or municipal government upon the sale, use, production, or transportation of Product, which Seller is required to pay.

3. **PRICE ADJUSTMENTS.** Seller may adjust Product prices at any time. Buyer may suspend orders immediately upon notice of a price increase. In the event price protection is stated in a written agreement between the parties, Seller may temporarily suspend such Product's price protection in extraordinary market conditions as determined by Seller in its discretion. Seller shall reinstate the Product's price protection upon Seller's determination that the market condition for the Product is no longer extraordinary.

4. **PAYMENT.** Payment terms are net 30 days from date of invoice. Past due balances are subject to a late payment charge of 1 1/2% per month, or the maximum amount permitted by applicable law, whichever is less. Buyer shall pay all charges, costs and legal fees incurred in collecting amounts owed.

5. **CONTAINERS.** Seller retains ownership of all returnable containers. Buyer may use the containers only for the storage of original contents. Buyer shall return the containers to Seller empty and in good condition within 90 days from the date of delivery. Buyer shall pay a deposit on all returnable containers. Seller shall credit the deposit, less handling fee, to Buyer's account if Buyer returns the containers F.O.B. Seller's return point in good condition within 90 days. If not returned within 90 days, Seller may reject the containers and retain the full amount of the deposit.

6. **TITLE AND RISK OF LOSS.** Title and risk of loss for Products transfers to Buyer at Seller's shipping point, unless Products are shipped in Seller's vehicles in which case title and risk of loss transfers to Buyer when the vehicle first enters Buyer's property. Buyer shall unload railroad tank cars within 48 hours (Sundays and holidays accepted).

7. **MEET OR RELEASE.** If during the period covered by these Terms and Conditions, Buyer receives a bona fide offer to purchase Product qualifying as US origin goods under NAFTA of equal quality and quantity on the same terms and conditions as those herein, and Buyer has provided Seller with written evidence satisfactory to Seller of such offer, Seller will either: (i) meet such other offer during the time in which it continues, or (ii) permit Buyer to purchase the Product from such seller during such time.

8. **WARRANTY.** Seller warrants that Seller branded Products conform to Seller's published specifications at the time of delivery. Seller warrants that services provided by Seller will be consistent with Seller's standard specifications or, if none, with Seller's standard practices. Buyer acknowledges that Seller acts as a distributor for Products not branded by Seller (Resale Products) and that matters relating to the quality of the Products are not within Seller's control. Accordingly, SELLER MAKES NO WARRANTIES WHATSOEVER CONCERNING RESALE PRODUCTS. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES EXPRESS OR IMPLIED. SELLER EXPRESSLY EXCLUDES WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

9. **REMEDIES.** Seller's liability for nonconforming Products is exclusively limited, at Seller's option, to replacement of the defective Products or refund of the purchase price of such Products. Seller's liability for any defective or negligent service is limited to Seller re-performing the service or a refund of an amount not to exceed the amount paid for the service, or, if the services were provided free of charge, to pay an amount not to exceed the amount paid for the Products to which the services related in the 12 months prior to the event of the liability.

10. **LIMITATION ON LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES FROM ANY CAUSE OR FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF WHETHER THE CLAIM ARISES FROM ACTUAL OR ALLEGED BREACH OF WARRANTY, INDEMNIFICATION, BREACH OF CONTRACT, PRODUCT LIABILITY, CONTRIBUTION OR ANY LEGAL THEORY AND IN NO EVENT WILL SELLER BE LIABLE FOR LOST PROFITS, COSTS OR LOSSES NOT ASSOCIATED WITH DIRECT PHYSICAL DAMAGE TO PROPERTY FOR ANY CLAIMS MADE UNDER OR RELATED TO THE SALE OF PRODUCTS OR SERVICES TO BUYER. IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF ANY CLAIMS MADE BY BUYER.

11. **INDEMNITY.** Buyer agrees to defend, indemnify and hold Seller, its officers, directors, agents, and employees harmless from all claims, demands, actions and causes of action relating to personal injury or property damage to third parties, including attorney's fees and actual costs ("Claims") incurred as a result thereof, to the extent of its negligence or arising after delivery of the Products to Buyer. Seller agrees to defend, indemnify and hold Buyer, its officers, directors, agents, and employees harmless from Claims to the extent of its negligence.

FARGO, ND MEMBRANE WTP & IMPROVEMENTS - SECTION 11727B GAS FEEDERS

12. **CLAIMS.** Any claim for shortage or non-conforming Products must be made in writing to Seller within 30 days after Buyer's receipt of the Product. Any claim for non-delivery of Product must be made within 30 days after the date upon which the Product was to be delivered. As to any claim not reasonably discoverable within such 30 day period (including claims discoverable only in processing, further manufacture, other use or resale), such claim must be in writing and received by Seller within 180 days after Buyer's receipt of the Products. Failure of Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim. Products may not be returned without Seller's permission and transportation for return will not be paid by Seller unless authorized in advance. Amounts owing to or payable by either party hereunder these Terms and Conditions shall be deemed finally reconciled on the first anniversary of the final delivery under these Terms and Conditions and any outstanding rights of either party to receive overpayments or under payments including rights to unclaimed credits or refunds shall expire on such date.

13. **FORCE MAJEURE.** Seller is not liable for nonperformance or delay in performance caused by circumstances beyond Seller's control ("Force Majeure Event"). A Force Majeure Event includes, without limitation, (a) acts of God, war, riots, fire, explosions, floods, strikes, lockouts, injunctions, accidents, Product short supply, unforeseen shutdown of major sources of supply, breakage of machinery or apparatus, or national emergency, (b) Seller's inability to obtain at prices Seller deems in its discretion to be commercially reasonable, the Product, fuel, power, raw materials, labor, containers or transportation facilities, (c) the occurrence of any unforeseeable contingency making performance impracticable, or (d) compliance in good faith with any applicable governmental statute, regulation, or order. Any delivery so suspended shall be cancelled without liability, but these Terms and Conditions shall otherwise remain unaffected. This section does not apply to payment obligations.

14. **QUANTITY.** Seller is not obligated to deliver in any month more than a proportionate part of the maximum quantity specified, determined by dividing such maximum quantity by the total number of months included in the period of performance. When in the opinion of Seller there is a period of shortage of supply of said products for any reason, Seller may allocate its available supply among any or all of its various customers upon such basis as it shall deem fair and practicable, with no liability on its part for failure to deliver the quantity or any portion therein specified.

15. **PRODUCT STEWARDSHIP.** Buyer agrees that Products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of persons, property and the environment, and in accordance with the manufacturer's recommendations and applicable laws and regulations. Buyer agrees to instruct its employees with respect to, and to make certain that they know and understand, procedures necessary to enable them to comply with the requirements set forth herein and make certain that they are adequately trained in the use, handling, storage, transportation and disposition of the Products. Buyer further agrees to deliver the most recent edition of Product literature, including MSDSs, to its employees and customers and to maintain a written record of such deliveries. Buyer shall only sell to those who can handle, use, store, transport and dispose of Products safely.

16. **TERMINATION.** Any order or delivery may be terminated or suspended, (a) by either party if any proceeding under bankruptcy is brought by or against the party, (b) by a party if the other party defaults in its material obligations and such default is not cured within a reasonable time if such default is curable, or (c) by Seller if it has reason to doubt the ability or willingness of Buyer to pay for the Products.

17. **ARBITRATION.** The parties will submit any dispute related to this Agreement to arbitration in Minneapolis, Minnesota before one arbitrator under the American Arbitration Association's Commercial Arbitration Rules. A party may seek interim relief from any court having jurisdiction without waiving any remedy under this Agreement. The arbitrator may not award punitive damages or other damages not measured by actual damages, or limit, expand or otherwise modify the terms of this Agreement. A party may enter a judgment on an award in any court having jurisdiction. The prevailing party is entitled to an award of reasonable attorney fees. This Agreement is governed by the internal laws of the State of Minnesota.

END OF PROPOSAL

REPORT OF ACTIONUTILITY COMMITTEE

18

Project No. WA1510

Type: AE2S Task Order #96 -
Construction Services

Location: Sheyenne River Pump Station (52nd Avenue South)

Date of Hearing: 7/20/17

<u>Routing</u>	<u>Date</u>
City Commission	7/31/17
Project File	

Troy Hall, Water Utility Director, presented the attached memo and task order proposal regarding construction services for Sheyenne River Pump Station reliability improvements. This project is a 'Regionalization' project and eligible for 60% cost share (grant) funding from the North Dakota State Water Commission (SWC) for construction. The bid opening for this project will be in August or September. An objective for this project is to have a new electrical building constructed prior to winter to allow inside work through the winter. Currently, the substantial completion date for the Sheyenne River Pump Station is set for the same completion date as the Membrane Water Treatment Plant.

The Sheyenne River Pump Station project is being funded with Infrastructure Sales Tax (Fund 450). Partial funding is in the 2017 budget and 2018 proposed budget. Construction engineering services are eligible for 60% cost share through SWC. Design engineering services have a SWC 35% cost share eligibility. The scope and fee breakdown for the task order is as follows:


400	Final Design Phase		\$ 35,400
404	Additional Design Services	\$35,400	
600	Construction Administration Services		\$144,750
601	Construction Phase Basic Services	\$79,750	
602	Project Meetings and Communications	\$42,500	
603	Project Close-Out and As-Built Documentation	\$22,500	
610	Construction Field Services		\$121,500
611	Field Services Engineering	\$113,500	
612	Construction Surveying	\$8,000	
700	I&C Services – Programming and Startup Phase		\$ 27,000
701	Control System Programming Services	\$16,500	
702	Control System Startup Services	\$10,500	
	Total =		\$328,650

MOTION:

On a motion by Mark Bittner, seconded by Bruce Grubb, the Utility Committee voted to approve the proposed Task Order #96 with AE2S in the amount of \$328,650.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Anthony Gehrig, City Commissioner	X			
Mark Bittner, Director of Engineering	X			
Kent Costin, Director of Finance				
Vacant--, Water Plant Supt.				
Don Tucker, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Vacant--, City Engineer				

ATTEST:



 Troy B. Hall
 Water Utility Director

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

MEMORANDUM

July 17, 2017

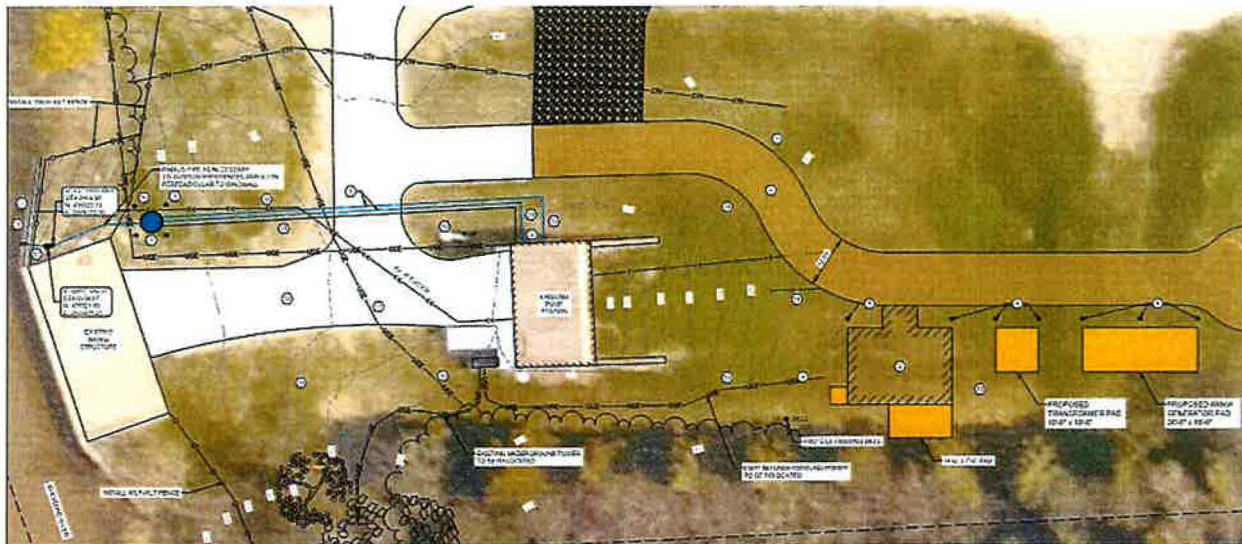
To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBN*

Re: AE2S Task Order #96 – Construction Phase Services – Sheyenne River Pump Station, Project WA1510

Introduction

Attached, please find a task order proposal from AE2S related to construction services for the Sheyenne River Pump Station reliability improvements. This is Project WA1510 and will likely have bid opening in August with construction to begin this fall. The current construction goal is to have the new electrical building constructed prior to winter. This will allow inside construction work over the winter. At this time, engineering services for the construction phase of the Sheyenne River Pump Station needs to be arranged.



Draft site plan for the Sheyenne River Pump Station improvements.

Task Order #96 is in the amount of \$328,650. There is a cost share (grant) agreement with the State Water Commission (SWC) for regionalization projects. The Sheyenne River Pump Station Reliability Improvements project is specifically listed under the SWC agreement. Therefore, design engineering services are eligible for 35 percent cost share and construction phase services are eligible for 60 percent cost share. The City of Fargo match for engineering services

is recommended to come from Infrastructure Sales Tax (Fund 450) and the project is a listed line item in the 2017 budget.

Background

The Sheyenne River Pump Station (SRPS) is in poor condition, especially regarding the electrical equipment and SCADA communications. Currently, Water Treatment Plant (WTP) staff need personnel stationed at both the WTP and SRPS to start up pumps when using the Sheyenne River. Electrical equipment failures and control system communication issues are common.

On August 7, 2013, the Utility Committee approved Task Order #62 with AE2S for Facility Plan work with the SRPS. The City Commission approved AE2S Task Order #78 on August 17, 2015 for the design of SRPS reliability improvements. Bid advertisement was approved by the City Commission on June 19, 2017. From a timeline perspective, Water Utility staff would like to see the new electrical building enclosed this fall to facilitate winter construction of the new pumps and electrical equipment. The more reliable SRPS is targeted to be in service for the 2018 summer season and in conjunction with startup of the Membrane Water Treatment Plant (MWTP).



Site photo of the MWTP plant construction (March 2017). A primary reason for constructing the MWTP is Sheyenne River water quality. The reliability improvements under Project WA1510 will help transfer water from the Sheyenne River to the MWTP.

The design task order was approved in 2015. The SRPS project was delayed for a couple of reasons. First, the water service agreement with West Fargo was approved on July 20, 2015. The construction of the booster stations to serve West Fargo became the priority over the SRPS

improvements. Some of the same AE2S design team staff have been involved in both of these important projects. Second, the 30-inch pipeline from the SRPS to the Water Treatment Plant (WTP) has exhibited higher friction and greater head loss than theoretically expected for the pipe material upon initial testing.

Further pipe testing and investigation into potential causes of the increased head loss was needed. In the end, it was determined that the increased friction was continuous through the 30-inch pipe as water travels along the 9-mile stretch. There were no obstructions or closed valves that caused the added head loss. Therefore, pumping capacity from the SRPS will not quite meet the MWTP needs for over 18 million gallons per day (MGD) at the front of the plant to get 15 MGD at the end of the MWTP process.

At this time, Water Utility staff would recommend approval of AE2S Task Order #96 in preparation for the construction of the reliability improvements at the Sheyenne River Pump Station.

Sheyenne Pump Station Improvements – Construction Phase Services Task Order

Water Utility staff recommends that the proposed scope of work is important for the successful construction and delivery of reliability improvements for the Sheyenne River Pump Station:

400	Final Design Phase		\$ 35,400
404	Additional Design Services	\$35,400	
600	Construction Administration Services		\$144,750
601	Construction Phase Basic Services	\$79,750	
602	Project Meetings and Communications	\$42,500	
603	Project Close-Out and As-Built Documentation	\$22,500	
610	Construction Field Services		\$121,500
611	Field Services Engineering	\$113,500	
612	Construction Surveying	\$8,000	
700	I&C Services – Programming and Startup Phase		\$ 27,000
701	Control System Programming Services	\$16,500	
702	Control System Startup Services	\$10,500	
		Total =	\$328,650

Under this task order structure, the payment method will be standard hourly rates up to a maximum estimated cost for Phases 600, 610, and 700. The fee will be a lump sum for the additional design services, Phase 400. Any additional or unanticipated costs for construction services will require future approval by the City Commission.

Plan of Financing

It is suggested that the funding for this task order come from Infrastructure Sales Tax (Fund 450). Within Fund 450, there is line item funding in the 2017 approved budget for this work with additional funding in the 2018 proposed budget. There is a 60 percent cost share for construction-phase engineering services under an agreement with the State Water Commission

(SWC) for regionalization projects. The additional design services will have 35 percent cost share with the SWC.

SUGGESTED MOTION:

Approve the proposed task order #96 with AE2S in the amount of \$328,650 to be paid with Fund 450 and 60 percent cost share (grant) by SWC for the construction phase services and 35 percent cost share for additional design services.

Your consideration in this matter is greatly appreciated.



July 14, 2017

Troy B. Hall
Fargo Water Utility Director
435 14th Avenue South
Fargo, ND 58102

**RE: Fargo Sheyenne River Pump Station Improvements
Construction Phase Services
Water Utility Task Order No. 96**

Dear Troy:

Thank you for the opportunity to submit this proposal for professional engineering services for the City of Fargo Sheyenne River Pump Station Improvements. This letter and the attached Water Utility Consulting Services Task Order No. 96 provide the proposed scope of services for additional final design phase services, construction administration services, construction field services, and I&C services. The proposed fee for these services, including expenses and reimbursables, is \$328,650.

The City of Fargo owns and operates a raw water intake and pump station along the Sheyenne River near 52nd Ave South. The existing pump station was constructed about 1983 and is currently experiencing reliability and operational issues, along with the inability to properly control the pump station equipment and monitor the river water quality. Plans and specification for improvements to address these issues have been prepared and is scheduled to be bid in the near future. This Task Order includes additional design items not originally included in the project, construction phase services consisting of construction administration and construction field services, and instrumentation and controls (I&C) services. More specifically, this Scope of Services includes final design services for work associated with the generator, roof replacement, water quality system, and site adjustments; construction phase services such as construction administration, shop drawing review, project meetings, project coordination, pay request processing, resident project representative, surveying, and other construction related items; and instrumentation and control services for programming and startup activities. In accordance with the Water Utility Consulting Services agreement, the City of Fargo requested a proposal from AE2S to provide the necessary professional services to complete the additional final design phase services, construction phase services, and I&C Services for the project.

If you agree with the proposed scope of services and associated professional fees presented in the attached Water Utility Consulting Services Task Order No. 96, please sign both copies in the spaces provided, retain one fully-executed copy for your records, and return the other fully-executed copy to AE2S. We are excited to assist the City of Fargo in completing this water project.

Submitted in Service,

A handwritten signature in blue ink, which appears to read "Richard A. Wagner". The signature is written in a cursive style.

Richard A. Wagner
Assistant Operations Manager

Enclosures

This is Task Order No. _____ 96 _____ consisting of _____ 4 _____ pages.
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Water Utility Consulting Service Task Order No. 96

In accordance with paragraph 1.01 of the Task Order Agreement Between Owner and Engineer For Professional Services, dated January 1, 2011 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Sheyenne River Pump Station Improvements – Construction Phase Services

Description: This Task Order is for additional design phase services, construction phase services, and instrumentation and control phase services for the Sheyenne River Pump Station Improvements. The Project generally consists of work to improve the function and reliability of the Sheyenne River Pump Station. The work includes construction of a new electrical building with new electrical equipment; pump station building modifications and renovations; replacement of the existing vertical turbine pumps, process piping, and equipment with new equipment; installation of new mechanical equipment; installation of a new on-site generator; and installation of a new water quality system and connection to the Sheyenne River through a new sampling intake screen, manhole, and pumps. The Final Design Phase Services, the Construction Administration Services, Construction Field Services, and the I&C Services – Programming and Startup Phase are described in Attachment A to this Water Utility Consulting Service Task Order No. 96:

- Final Design Phase Services
- Construction Administration Services
- Construction Field Services
- I&C Services – Programming and Startup Phase

B. AE2S Project No.: P00803-2013-010

2. Services of Engineer

Engineer shall perform the services identified in Attachment A to Water Utility Consulting Service Task Order No. 96.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B. Additional Owner responsibilities include select shop drawing reviews.

4. Times for Rendering Services

The proposed Construction Schedule for the Project is presented in Attachment B to this Water Utility Consulting Service Task Order No. 96. Key dates include:

1. Project Bid Date – July 19, 2017
2. Project Award – August 1, 2017
3. Notice to Proceed – August 14, 2017
4. Interim Project Milestone (Electrical Building Construction) – December 15, 2017
5. Interim Project Milestone (Electrical Equipment) – March 1, 2018
6. Project Substantial Completion – July 28, 2018
7. Project Final Completion – September 28, 2018

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Phase</i>	<i>Task Number and Task Name</i>	<i>Estimated Hours</i>	<i>Payment Method</i>	<i>Amount</i>
400	Final Design Phase		<i>Method A – Lump Sum</i>	
	404 Additional Design Services	239		\$35,400
	SUB-TOTAL			\$35,400
600	Construction Administration Services		<i>Method B – Standard Hourly Rates</i>	
	601 Construction Phase Basic Services	505		\$79,750
	602 Project Meetings and Communications	270		\$42,500
	603 Project Close-Out and As-Built Documentation	152		\$22,500
	SUB-TOTAL			\$144,750
610	Construction Field Services		<i>Method B – Standard Hourly Rates</i>	
	611 Field Services Engineering	860		\$113,500
	612 Construction Surveying	55		\$8,000
	SUB-TOTAL			\$121,500
700	I&C Services – Programming and Startup Phase		<i>Method B – Standard Hourly Rates</i>	
	701 Control System Programming Services	80		\$16,500
	702 Control System Startup Services	50		\$10,500
	SUB-TOTAL			\$27,000
Total				\$328,650

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. **Consultants:**

Black & Veatch Corporation (B&V).

7. **Other Modifications to Agreement:**

None at this time.

8. **Attachments:**

*Scope of Services – Attachment A
Exhibit A of the Original Task Order Agreement
Exhibit D of the Original Task Order Agreement*

9. **Documents Incorporated By Reference:**

Plans and Specifications for Sheyenne River Pump Station Improvements, City of Fargo, North Dakota, City of Fargo Water Project No. WA1510, June 2017.

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is July 31, 2017.

OWNER: City of Fargo

ENGINEER: Advanced Engineering and Environmental Services, Inc. (AE2S)

By: _____

By: _____

Name: Troy B. Hall

Name: Brian R. Bergantine, PE

Title: Water Utility Director

Title: Operations Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Troy B. Hall

Name: Richard Wagner, PE

Title: Water Utility Director

Title: Assistant Operations Manager

Address: 435 14th Ave. S
Fargo, ND 58103

Address: 4170 28th Avenue South
Fargo, ND 58104

E-Mail Address: THall@cityoffargo.com

E-Mail Address: Richard.Wagner@AE2S.com

Phone: 701-241-1525

Phone: 701-364-9111

Fax: 701-241-8110

Fax: 701-364-9979

This is Attachment A to Water Consulting Services Task Order No. 96, consisting of 4 pages.

Attachment A to Water Consulting Services Task Order No. 96

Sheyenne River Pump Station Improvements – Construction Phase Services

July 31, 2017

Scope of Services

The Scope of Services presented in this Attachment A expand upon several standard scope items that are defined in Exhibit A and Exhibit D of the Original Task Order Agreement. This Scope of Services also provides for additional final design related items, construction related services to support the construction activities, and instrumentation and controls work for the Sheyenne Pump Station Improvements Project. The following is a detailed breakdown of this Scope of Services to Water Consulting Services Task Order No. 96.

Phase 400 – Final Design Phase

Task 404 – Additional Design Services

The additional design services expand the design scope to include additional items that are to be incorporated into the final design documents. The ENGINEER shall prepare construction drawings and technical specifications which are to address the following items for the Sheyenne River Pump Station Improvements Project.

- Provide design details, drawings, and technical specifications to incorporate a permanent standby generator as part of the final design documents.
- Provide design details, drawings, and technical specifications for the removal and replacement of the roof membrane on the existing pump station building.
- Provide design details, drawings, and technical specifications for additional features associated with the water quality monitoring system.
- Provide modified design details and drawings for adjustments and revisions related to the minimum disturbance zone setback requirements.

Phase 600 – Construction Administration Services

Task 601 – Construction Phase Basic Services

ENGINEER shall perform the services defined in Paragraph A.1.05 of Exhibit A of the Original Task Order Agreement, dated January 1, 2011 under Task 601 – Construction Phase Basic Services, with

the exception of services defined in Paragraph A.1.05.A.2 – Resident Project Representative (RPR), which will be completed under Phase 610 – Construction Field Services. As part of Task 601, ENGINEER shall review Contractor payment applications, review of Contractor schedule, and coordination with the State Water Commission.

In addition, ENGINEER shall perform the following additional Construction Administration Services under a new Paragraph A.1.05.A.18:

Task 602 – Project Meetings and Communications

ENGINEER shall serve as a point of contact for the construction project to help address questions, concerns, and comments. ENGINEER shall prepare for and attend project meetings, which will include:

Meeting/Comm.	Description	Frequency
Construction Progress and Coordination Meetings	Engineer shall conduct regular meetings with OWNER and Contractor to discuss current construction work, upcoming construction work, safety concerns, upcoming Requests for Information (RFIs) and Submittals; and coordination; Engineer shall prepare minutes from the project meeting and disperse to the Owner and Contractor.	Every two weeks
Submittal Review Meetings	Engineer shall coordinate review of pertinent submittals with the OWNER for process equipment, electrical equipment, and mechanical equipment, as necessary.	Every two weeks
Monthly Progress Report Update	Engineer shall provide Monthly Progress Report to OWNER that updates the construction progress of the project; updates the financial status of the project; and provides representative photos from the prior month's work.	Monthly
Water Utility Director Coordination Meeting	Engineer shall meet with the Water Utility Director (WUD) from the City of Fargo to review construction progress, outstanding RFIs, outstanding potential change orders, and current change orders.	Monthly

Task 603 – Project Close-Out and As-Built Documentation

ENGINEER shall perform project close-out services including a final project walk through and working with Contractor to address punch list items. ENGINEER shall submit copies of all change orders, field orders, work change directives, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, shop drawing and sample submittals received from and delivered to the Contractor, compile equipment operation and maintenance (O&M) manuals, and other specific related Project documentation to the OWNER at the completion of the Project. ENGINEER shall prepare As-Built drawings upon project completion and provide OWNER with electronic copy and one (1) printed hard copy.

Phase 610 – Construction Field Services

Task 611 – Field Services Engineering

ENGINEER shall perform the services defined in Paragraph A.1.05.A.2 – Resident Project Representative of Exhibit A and Exhibit D of the Original Task Order Agreement, dated January 1, 2011 under Task 611 – Field Services Engineering.

In addition, ENGINEER shall perform the following additional Construction Field Services under a new Paragraph A.1.05.A.19:

Task 612 – Construction Surveying

ENGINEER shall conduct construction surveying, which shall include:

- One time staking of reference points that will guide the construction of new structures at the site. Re-staking of reference points shall be paid for as additional services not covered under this scope of service;
- Verifying the location of structures during construction; and
- Conducting an as-built survey, which is a survey conducted at the end of the construction project to verify that the work authorized was completed to the specifications set on the plans, including underground utilities.

Phase 700 – I&C Services – Programming and Start-Up Phase

In accordance with Paragraph 2.01 of Exhibit A of the Original Task Order Agreement, dated January 1, 2011, ENGINEER shall perform the following additional Construction Phase services under Water Consulting Services Task Order No. 96:

Task 701 – Control System Programming Services

Engineer will:

1. Meet with Fargo Water Treatment Plant (WTP) staff to develop a written functional description detailing how each instrument and control device will be monitored and controlled.
2. Develop a customized Programmable Logic Controller (PLC) program for the pump station based on the written functional description. The PLC program will utilize standards from the current WTP PLC program structure for continuity.
3. Program the WTP Supervisory Control and Data Acquisition (SCADA) application for remote monitoring and control of the pump station. The programming of the pump station in the SCADA system will utilize standards and methods from the current WTP SCADA application for continuity.
4. Create reports in the existing WTP SCADA report system for daily, weekly, monthly, and annual flow totals for each pump station.

Task 702 – Control System Startup Services

Engineer will:

1. Perform a pre-startup check at the pump station to verify that all control signals are correctly terminated in the control panels, and all control signals are reading correctly in the PLC.
2. Work on location at the pump station to verify that the PLC program operates the pump station as described in the written functional description.
3. Configure the telemetry data radios at each pump station to connect to the existing Fargo water system telemetry network.
4. Import the pump station objects and graphics into the existing WTP SCADA application and verify that all remote monitoring and control functions operate correctly.
5. Provide operator training at the pump station and WTP on the operation of the SCADA application functions.
6. Provide a post start up data sheet for each instrumentation device that is started up to provide an "As-Started" document for each device.

This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Task Order Agreement between Owner and Engineer for Professional Water Consulting Services** dated January 1, 2011.

Schedule of Engineer's Services

Services to be provided under a Task Order may include the following:

PART 1 – BASIC SERVICES

A.1.05 Construction Phase

A. Engineer shall:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Task Order and in Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B.2.01.O.
4. *Pre-Construction Conference.* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of Work in progress :
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Task Order and the Contract Documents, but rather are to be limited to

spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site of the Specific Project, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. *Defective Work.* Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.
 8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
 9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
 10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Engineer.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A.2.01.A.14 of this Exhibit A.
12. *Inspections and Tests.* Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Owner and Contractor.* Render formal written decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in paragraph A.1.05.A.6.a are expressly subject to the limitations set forth in paragraph A.1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety

precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A.1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as provided in paragraph A.1.05.A.10.
- c. Engineer shall transmit these documents to Owner.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

17. *Final Notice of Acceptability of the Work.* Conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A.1.05.A.14.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Task Order, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Task Order Agreement between Owner and Engineer for Professional Water Consulting Services** dated January 1, 2011.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D.1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A.1.05 of Exhibit A as incorporated in the Task Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
 - 1. *General.* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 - 2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.
 - 3. *Conferences and Meetings.* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.

4. *Liaison*

- a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents.* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications.* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective Work*

- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.

- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. *Records*

- a. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare construction notes or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. *Reports*

- a. Furnish to Engineer periodic updates as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests*

- a. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy a Specific Project in whole or in part.
9. Act as the Owner's agent or bind the Owner to any obligations except as specifically set forth in the Task Order Agreement and this Exhibit D.

REPORT OF ACTION
UTILITY COMMITTEE

19

Project No. WA1601

Type: Water Tower Reconditioning

Location: Water Tower 5 (1030 30th Avenue North)

Date of Hearing: 7/20/17

<u>Routing</u>	<u>Date</u>
City Commission	7/31/17
Project File	


Troy Hall, Water Utility Director, presented the attached proposed Change Order No. 3 with TMI Coatings, Inc. (TMI) for a cost increase of \$3,600. These changes were related roof repairs at Water Tower 5, located just east of the airport. The cost increase was for welding plates on the roof of this water tower. Under this contract with TMI, Water Tower #5 is expected to be back in service around early-August. Water Tower #10 is expected to be back in service the week of July 23. Both projects have gone well from a schedule and quality perspective.

MOTION:

On a motion by Ben Dow, seconded by Terry Ludlum, the Utility Committee voted to approve Change Order No. 3 with TMI Coatings, Inc. for a contract increase of \$3,600.

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

ATTEST:



 Troy B. Hall
 Water Utility Director

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

MEMORANDUM

July 17, 2017

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: Project WA1601 Change Order #3 – Water Tower 5 Roof Repairs

TMI Coating, Inc. is currently performing reconditioning work on Water Tower #5. A Work Change Directive (WCD) was signed by Water Utility staff for the contractor to repair damaged areas on the roof of Water Tower #5. The repairs consisted of welding steel plates on the roof of the tower. The cost was \$3,600. The corresponding change order and WCD are attached. Water Utility staff recommends approval. It is expected that Water Tower #5 will be back in service by late-July or early-August. Water Tower #10 is expected to be back in service the week of July 24, 2017.



Painting crew from TMI Coatings, Inc. work on the exterior coatings on Water Tower #5. The picture was taken on July 14, 2017.

Plan of Financing

It is suggested that the funding for this tower reconditioning work come from infrastructure sales tax (Fund 450). Within the 2017 budget, there is a line item in amount of \$2,750,000 for water tower rehabilitation. This line item funding is intended to be used to fund reconditioning work or water tower replacement.

SUGGESTED MOTION:

Approve Change Order No. 3 with TMI Coatings, Inc. in the amount of \$3,600

Your consideration in this matter is greatly appreciated.

Change Order No. 3

Date of Issuance: 7/12/2017	Effective Date: 7/12/2017
Owner: City of Fargo, ND	Owner's Contract No.: WA1601
Contractor: TMI Coatings, Inc.	Contractor's Project No.:
Engineer: Houston Engineering, Inc.	Engineer's Project No.: HEI-6059-125
Project: Fargo Reservoirs 5 & 10 Reconditioning Project	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Tower No. 5: Provide, install, and coat repair plates for weakened areas of tower 5 roof per Work Change Directive No. 1

Attachments: WCD 1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 639,000.00	Original Contract Times: Substantial Completion 1: <u>July 31, 2017</u> Substantial Completion 2: <u>August 25, 2017</u> Ready for Final Payment: <u>September 15, 2017</u> dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ 328,800.00	Change from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion 1: <u>14 days increase</u> Substantial Completion 2: <u>33 days decrease</u> Ready for Final Payment: <u>8 days decrease</u> days
Contract Price prior to this Change Order: \$ 967,800.00	Contract Times prior to this Change Order: Substantial Completion 1: <u>August 14, 2017</u> Substantial Completion 2: <u>August 11, 2017</u> Ready for Final Payment: <u>September 7, 2017</u> dates
Increase of this Change Order: \$ 3,600.00	Increase of this Change Order: Substantial Completion 1: <u>2 days</u> Substantial Completion 2: <u>0 days</u> Ready for Final Payment: <u>0 days</u> days
Contract Price incorporating this Change Order: \$ 971,400.00	Contract Times with all approved Change Orders: Substantial Completion 1: <u>August 16, 2017</u> Substantial Completion 2: <u>August 11, 2017</u> Ready for Final Payment: <u>September 7, 2017</u> dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: L J. V, PE
Engineer

By: _____
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized)

Title: Project Manager

Title: _____

Title: Construction Manager

Date: 7/12/2017

Date: _____

Date: 7/13/17



Work Change Directive No. 1

Date of Issuance: 6/29/2017 Effective Date: 6/29/17
 Owner: City of Fargo, ND Owner's Contract No.: WA1601
 Contractor: TMI Coatings, Inc Contractor's Project No.:
 Engineer: Houston Engineering, Inc. Engineer's Project No.: HEI-6059-125
 Project: Fargo Reservoirs 5 & 10 Reconditioning Project Contract Name:

Contractor is directed to proceed promptly with the following change(s):

Description:
 Repair damaged areas of Reservoir 5 roof by seal welding in place steel repair plates, prepare and paint areas per specifications at the quoted price of \$3,600

Attachments: TMI quotation email

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$3,600 [increase] [decrease].
 Contract Time 2 days [increase] [decrease].

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
- Cost of the Work Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: *L. J. W., PE*
 Engineer (Authorized Signature)
 Title: Project Manager
 Date: 6/29/17

By: *[Signature]*
 Owner (Authorized Signature)
 Title: *Construction Manager*
 Date: *7/13/17*

By: _____
 Contractor (Authorized Signature)
 Title: _____
 Date: _____

REPORT OF ACTION
UTILITY COMMITTEE

(20)

Project No. SW17-02

Type: Time Extension Request -
Cell #14, 16, & 17 Phase II
and Partial Closure Project

Location: Solid Waste Division – Landfill

Date of Hearing: 07/20/17

<u>Routing</u>	<u>Date</u>
City Commission	7/31/17
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached *Request for Time Extension* from Excavating Inc. regarding the Cell #14, 16, & 17 Phase II and Partial Closure Project.

On April 24, 2017, the City Commission awarded a contract for the Cell #14, 16, & 17 Phase II & Partial Closure Project at the City of Fargo Landfill to Excavating Inc. A Notice to Proceed was provided on May 8, 2017, with a substantial completion date of July 31, 2017, and a final completion date of August 31, 2017. On July 10, 2017, Excavating Inc. provided the attached *Request for Time Extension* of 60-days.

As provided in the request, the extension is due to a mechanical breakdown in the equipment used to manufacture the HDPE Liner system. There are currently only two HDPE Liner manufacturers operating in the United States and given the announced equipment breakdown, the other manufacturer’s schedule immediately filled with orders and they were also providing 60-day lead times for delivery. The only potential concern with the 60-day extension is that landfill staff will need approximately 60 days (prior to freeze up) to fill the bottom of the cell with waste to provide engineered side slope stability and prevent groundwater inflow.

Given the above-described information, staff recommended approval of the extension request.

MOTION:

On a motion by Troy Hall, seconded by Ben Dow, the Utility Committee voted to approve the 60-day Request for Time Extension by Excavating Inc. on Project SW17-02, Cell #14, 16, 17 Phase II and Partial Closure Project at the City of Fargo Landfill.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Anthony Gehrig, City Commissioner	X	X		X
Mark Bittner, Director of Engineering	X	X		
April Walker, City Engineer				Position Vacant
Kent Costin, Director of Finance				
Mark Peterson, Water Plant Supt.				Position vacant
Don Tucker, Wastewater Plant Supt.	X	X		
Bruce Grubb, Enterprise Director	X	X		
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		

ATTEST:



Terry Ludlum
Solid Waste Utility Director

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




Division of Solid Waste

2301 8th Avenue North
 Fargo, North Dakota 58102
 Phone: 701-241-1449
 Fax: 701-241-8109

MEMORANDUM

TO: Utility Committee

FROM: Terry Ludlum, Solid Waste Utility Director 

RE: Project SW 17-02 Landfill Cell 14, 16, & 17 Phase II & Partial Closure Project – Time Extension Request

DATE: July 12, 2017

On April 24, 2017, the City Commission awarded a contract for Landfill Cell 14, 16, & 17 Phase II & Partial Closure, Project SW 17-02, to Excavating Inc. in the amount of **\$1,200,170.57**. A Notice to Proceed was provided on May 8, 2017, with a substantial completion date of July 31, 2017, and a final completion date of August 31, 2017. On July 10, 2017, Excavating Inc. provided the attached 60-day *Request for Time Extension*.

As provided in Excavating Inc.'s request, the extension is due to a mechanical breakdown in the equipment used to manufacture the HDPE Liner system. The original project schedule provided that the liner would be installed July 10-13 with overall project completion on July 31, 2017. The updated project schedule with the new liner delivery date provided by the manufacturer (Solmax) shows liner installation August 31-September 8 with project completion on September 29, 2017.

There are only two HDPE Liner manufacturers in the United States. The primary project contractor (Excavating Inc.) and the subcontracted liner installer (Northwest Linings) tried to contact the other supplier immediately upon being notified by Solmax, but the lead-time was also 60-days due to the additional demand brought on by Solmax's equipment failure. The only potential concern with the extension is that landfill staff will need approximately 60 days to fill the bottom of the new cell with waste prior to freeze up. This will decrease potential side slope stability issues and inhibit groundwater ingress. This has been discussed with Excavating Inc., and they have assured staff that they will expedite the process as possible.

Given the above described information, staff would recommend approval of the 60-day extension request from Excavating Inc. for work related to Project SW 17-02 Landfill Cell 14, 16, & 17 Phase II & Partial Closure Project.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION:

Approve the attached 60-day *Request for Time Extension* by Excavating Inc. on Project SW 17-02, Landfill Cell 14, 16, & 17 Phase II & Partial Closure Project.

Attachment

cc: Steve Sprague, City Auditor
 Randy Hanson, Wenck Associates
 Jennifer Pickett, Recycling Coordinator



EXCAVATING, INC. - FARGO

651 5th Street Ct. NW • West Fargo, ND 58078-2774
Office: 701-227-1884 • Fax: 701-277-8638

7/10/2017

Excavating, Inc. - Fargo
Austin Stockert
651 5th Street CT NW, West Fargo, ND 58078

Terry Ludlum
City of Fargo Solid Waste Utility Director
Project # SW-17-02 Fargo Landfill Cell 14, 16, and 17 Phase 2 Partial Closure Construction

Dear Terry,

I am requesting a time extension of completion on the SW-17-02 Fargo Landfill project due to an inability to acquire the HDPE Liner necessary to complete the project. Due to a breakdown in the manufacturing process, confirmed by Northwest Linings, we are unable to get the liner on site at the landfill until August 31, 2017. I am continuing contact with the project manager for Northwest Linings and have contacted other suppliers as well. Unfortunately, all other suppliers are at least 2 months out at this time and there is no other timely solutions. Due to this complication, completion of the project will be set back at least 2 months. We will continue to work on the project and prepare the site for the liner when available. We have approximately one month of work after the liner is installed. If the liner arrives August 31, 2017 as currently planned we will complete the project by September 29, 2017 tentatively as long as there is not another delay of the liner. We understand the bind that this situation has placed on all parties involved; stalling other work to be completed by the landfill before winter. I assure you I will continue to check with all HDPE Liner manufacturers to try and expedite the process if possible. Please feel free to call me on my cell phone at (701) 566-3954 with any questions or concerns. Thank you very much for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Austin Stockert', written in a cursive style.

Austin Stockert
Estimator
Excavating, Inc. - Fargo



Change Order No. 1

Date of Issuance: July 14, 2017	Effective Date:
Owner: City of Fargo Solid Waste	Owner's Contract No.: SW17-02
Contractor: Excavating, Inc.	Contractor's Project No.:
Engineer: Wenck Associates, Inc.	Engineer's Project No.: B0208-0144
Project: Cells 14, 16 and 17 Phase II and Partial Closure	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Time extension needed as HDPE Geomembrane liner will not be delivered to site until late August due to manufacturing equipment issues.

Attachments: *Letter from Austin Stockert*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 1,200,170.57</u>	Original Contract Times: Substantial Completion: <u>July 30, 2017</u> Ready for Final Payment: <u>July 30, 2017</u> days or dates
[Increase] [Decrease] from previously approved Change Orders: <u>\$ 0</u>	[Increase] [Decrease] from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$ 1,200,170.57</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 30, 2017</u> Ready for Final Payment: <u>July 30, 2017</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 0</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>59</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 1,200,170.57</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 29, 2017</u> Ready for Final Payment: <u>September 29, 2017</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> By: _____	By: _____	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Principal</u>	Title: _____	Title: <u>Estimator</u>
Date: <u>7/26/2017</u>	Date: _____	Date: <u>7/26/17</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

REPORT OF ACTION
UTILITY COMMITTEE

21

Project No. SW 16-02

Type: Final Balancing Change Order
Deer Creek Recycling Site

Location: Solid Waste Division

Date of Hearing: 7/20/17

<u>Routing</u>	<u>Date</u>
City Commission	7/31/17
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached memo and the *Final Balancing Change Order* for work related to SW 16-02, the Deer Creek Recycling Site Construction Project.

On March 27, 2017, the City Commission awarded a contract for construction of the Deer Creek Recycling Site Project to Earthwork Services in the amount of \$139,806.14. A notice to Proceed was provided on April 18, 2017, with a substantial completion date of June 30, 2017, and a final completion date of July 30, 2017. On June 13, 2017, Earthwork Services provided information requesting a project change order.

The Change Order is for an increase of \$3,850.00 and is respective of a preferred color change in the recycling site fence. The original plans called for 480 linear feet of 6-foot vinyl fence, but was not color specific. After receiving neighborhood input on the aesthetics of drop site fencing, all newly constructed drop site fences have utilized adobe/khaki as the color. The fencing vendor is able to provide the preferred color at an increased price and the price is consistent with colored fencing prices at previous sites.

Given the above-described information, staff would recommend approval of the Change Order from Earthwork Services for work related to the Deer Creek Recycling Site.

MOTION:

On a motion by Mark Bittner, seconded by Troy Hall, the Utility Committee voted to approve the final balancing change order with Earthwork Services for \$3,850.00 for work related to Project SW 16-02.

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

ATTEST:



 Terry Ludlum
 Solid Waste Utility Director


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



Division of Solid Waste

2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

MEMORANDUM

TO: Utility Committee
FROM: Terry Ludlum, Solid Waste Utility Director 
RE: Project SW 16-02 Deer Creek Recycling Site – Final Balancing Change Order
DATE: July 12, 2017

On March 27, 2017, the City Commission awarded a contract for construction of the Deer Creek Recycling Site, Project SW 16-02, to Earthwork Services in the amount of **\$139,806.14**. A Notice to Proceed was provided on April 18, 2017, with a substantial completion date of June 30, 2017, and a final completion date of July 30, 2017. On June 13, 2017, Earthwork Services provided the attached *Change Order*.

The change order is for an increase of **\$3,850.00** and is respective of a preferred color change in the recycling drop site fence. The original plans called for 480 linear feet of 6-foot vinyl fence, but was not color specific. After receiving neighborhood input on the aesthetics of drop site fencing, all newly constructed and reconstructed drop sites have utilized adobe/khaki as the color. The fence supplier is able to provide the preferred color, but only at an increased price. Please note that the price of the preferred color is consistent with the overall fencing prices at previous sites.

Given the above-described information, staff would recommend approval of the Change Order from Earthwork Services for work related to the Deer Creek Recycling Site.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION:

Approve the attached *Change Order* for \$3,850.00 by Earthwork Services on Project SW 16-02, Deer Creek Recycling Site Construction.

Attachment

cc: Steve Sprague, City Auditor
Randy Hanson, Wenck Associates
Jennifer Pickett, Recycling Coordinator

EARTHWORK | Services

June 4, 2017

Re: Deer Creek Recycle Fence Color price adjustment – Earthwork Proposal

Base Bid Scope:

- Change color of fence from white to adobe/khaki

Base Add Price: \$3,850.00

Thank you,



Trent Duda
President
Earthwork Services Inc.



Date of Issuance: June 6, 2017
 Owner: City of Fargo Solid Waste
 Contractor: Earthwork Services, Inc.
 Engineer: Wenck Associates, Inc.
 Project: Deer Creek Recycling Drop Site

Effective Date:
 Owner's Contract No.: SW16-02
 Contractor's Project No.:
 Engineer's Project No.: B0208-0139
 Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Additional cost to change color of PVC fence from white to adobe.

Attachments: *Invoice from Earthwork Services, Inc. signed by Trent Duda*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 139,806.14</u>	Original Contract Times: Substantial Completion: <u>July 30, 2017</u> Ready for Final Payment: <u>July 30, 2017</u> days or dates
[Increase] [Decrease] from previously approved Change Orders: <u>\$ 0</u>	[Increase] [Decrease] from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$ 139,806.14</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 30, 2017</u> Ready for Final Payment: <u>July 30, 2017</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 3,850</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 143,656.14</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 30, 2017</u> Ready for Final Payment: <u>July 30, 2017</u> days or dates

RECOMMENDED: By: [Signature] Engineer (if required) Title: Principal Date: 12 June 2017

ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____

ACCEPTED: By: [Signature] Contractor (Authorized Signature) Title: President Date: 13/June/2017

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

22

July 26, 2017

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

Re: Contract Engineering Technician I

Dear Commissioners:

On August 4, 2014 the Commission approved 3 Engineering Technician I contracts for the management of the Midcontinent build out. This contract replaces a vacated position.

Recommended Motion:

Approve contract for Matthew Licht.

Respectfully submitted,



Brenda E. Derrig, P.E.
Division Engineer – Engineering Services

BED/jmg
Attachment

AGREEMENT

Engineering Technician I

THIS AGREEMENT made and entered into effective the 10th day of July, 2017, by and between Matthew Licht (hereinafter referred to as Licht) and the CITY OF FARGO, a municipal corporation, whose address is 200 Third Street North, Fargo, North Dakota 58102 (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City desires to fill the position of Engineering Technician I within the City of Fargo Engineering Department as a contracted employee; and,

WHEREAS, the City desires to appoint Licht to perform the duties and services of Engineering Technician I and for purposes of the City's budgeting process, to recognize a contract employment relationship for a period beginning July 10, 2017 and ending July 9, 2018, but which is still an "at-will" employment relationship, terminable by either party with or without cause,; and,

WHEREAS, Licht has agreed to accept such appointment to perform the duties and services of Engineering Technician I on a contract employee basis according to the terms of this agreement; and,

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

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

1. City agrees to appoint Licht for the purpose of performing the duties and services of Engineering Technician I as described in Exhibit A attached hereto.

2. Term. The term of this agreement shall be for the period beginning July 10, 2017 and ending July 9, 2018, but may be terminated by either party at any time, upon

written notice to the other party. This relationship is an “At-will” relationship and may be terminated by either party at any time with or without cause.

3. Compensation. City agrees to compensate Licht in the amount of \$21.43 per hour for any and all duties and services performed as Engineering Technician I during the year 2017 - 2018. To the extent this agreement is still in effect, beginning in years 2018 and thereafter, Licht’s compensation shall be adjusted annually, at the time of his step increase date, as well as adjusted in an amount equal to the Cost of Living Adjustment the City of Fargo approves for its employees.

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

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

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

6. During the term of this agreement, Licht agrees to comply with all employee policies of the City of Fargo and the Engineering Department, including all safety rules and procedures.

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

DATED the day and year first above written.

THE CITY OF FARGO, NORTH DAKOTA

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

Engineering
By: 

Brenda Derrig, Division Engineer



Matthew Licht
Contracted Employee

July 26, 2017

23

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

Re: 602 Hackberry Drive South – Purchase Agreement Project #MS-15-K0

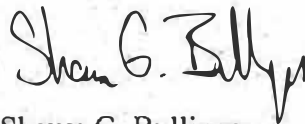
Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find (2) original copies of a Purchase Agreement for property located at **602 Hackberry Drive South** signed by Douglas and Sarah Herman. 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 property located at **602 Hackberry Drive South** in association with Project #MS-15-K0 and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return (2) signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jody Bertrand
Mark Bittner
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **DOUGLAS HERMAN** and **SARAH HERMAN**, hereinafter "Seller", whether one or more, and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

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

Lot Three (3), Block Two (2), of Harwood Groves Second Addition to the City of Fargo; and

(Address of said property is 602 Hackberry Drive South, Fargo, North Dakota)

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

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

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

1. Subject Matter. The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.

2. Purchase Price. The purchase price for the Property is One Million Ninety-seven Thousand Two Hundred Forty-nine and 00/100 Dollars (\$1,097,249.00), which sum includes moving expenses in the amount of Twenty Thousand One Hundred Ninety One and 08/100 Dollars (\$20,191.08).

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

4. Salvage. Seller shall be allowed to remove from the property the items identified on Exhibit A, at no cost to Seller. City further allows Seller to salvage those items identified in Exhibit B in exchange for payment in an amount to be determined. City shall provide a cost for each item, and Seller shall provide a list of all items removed from the house and make payment to City. Seller shall remove all items in a professional manner, and engage a contractor if necessary. Seller agrees to remove all salvage items prior to giving City possession of the property.

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

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

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

8. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, which date shall be no later than thirty (30) days after the later of the date of this agreement or the date an updated abstract of title has been provided by Seller to Buyer; provided, however, that should additional time be needed to remove any objections to Seller's title, the parties will, in good faith, agree upon a later closing date. Unless additional time is needed for the removal of an objection to title, in no event shall closing take place any later than December 31, 2017. *On 1/24/18 SAH*
~~2017. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, \$1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the \$1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.~~ *February 2 2018*

A separate Occupancy Agreement may be entered into between the parties should Seller desire to continue to reside in the dwelling longer than the end of the month of closing. If Seller elects to occupy the premises beyond the end of the month of closing, rent shall be paid to the City in the amount of \$1,500/month beginning on the 1st day of the month following closing. 2% of the purchase price shall be retained until such time Seller vacates the premises and remits the garage door openers and keys to the City.

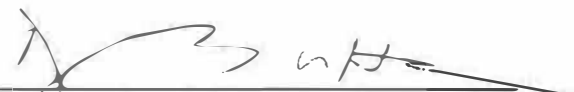
If Seller vacates the property prior to closing, the end of the month of closing, or prior to the expiration of the time period contained in an Occupancy Agreement, Seller shall immediately notify Buyer so that appropriate measures can be taken to secure the premises.

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

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

DATED this 13th day of July 2017.

SELLER:



Douglas Herman



Sarah Herman

DATED this ____ day of _____, 2017.

BUYER:
CITY OF FARGO, NORTH DAKOTA
a municipal corporation

Timothy J. Mahoney, Mayor

Exhibit A

Washer

Dryer

Exhibit B

30" Range Hood (1995 vintage)	\$100
Small Dining Room Light Fixture (1991 vintage)	\$50

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **DOUGLAS HERMAN** and **SARAH HERMAN**, hereinafter "Seller", whether one or more, and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

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

Lot Three (3), Block Two (2), of Harwood Groves Second Addition to the City of Fargo; and

(Address of said property is 602 Hackberry Drive South, Fargo, North Dakota)

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

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

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

1. Subject Matter. The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.

2. Purchase Price. The purchase price for the Property is One Million Ninety-seven Thousand Two Hundred Forty-nine and 00/100 Dollars (\$1,097,249.00), which sum includes moving expenses in the amount of Twenty Thousand One Hundred Ninety One and 08/100 Dollars (\$20,191.08).

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

4. Salvage. Seller shall be allowed to remove from the property the items identified on Exhibit A, at no cost to Seller. City further allows Seller to salvage those items identified in Exhibit B in exchange for payment in an amount to be determined. City shall provide a cost for each item, and Seller shall provide a list of all items removed from the house and make payment to City. Seller shall remove all items in a professional manner, and engage a contractor if necessary. Seller agrees to remove all salvage items prior to giving City possession of the property.

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

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

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

8. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, which date shall be no later than thirty (30) days after the later of the date of this agreement or the date an updated abstract of title has been provided by Seller to Buyer; provided, however, that should additional time be needed to remove any objections to Seller's title, the parties will, in good faith, agree upon a later closing date. Unless additional time is needed for the removal of an objection to title, in no event shall closing take place any later than December 31, 2017. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, \$1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the \$1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.

DNK
SAM
February
28, 2018

A separate Occupancy Agreement may be entered into between the parties should Seller desire to continue to reside in the dwelling longer than the end of the month of closing. If Seller elects to occupy the premises beyond the end of the month of closing, rent shall be paid to the City in the amount of \$1,500/month beginning on the 1st day of the month following closing. 2% of the purchase price shall be retained until such time Seller vacates the premises and remits the garage door openers and keys to the City.

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

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

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

DATED this 17th day of July, 2017.

SELLER:

Douglas Herman

Sarah Herman

DATED this ____ day of _____, 2017.

BUYER:
CITY OF FARGO, NORTH DAKOTA
a municipal corporation

Timothy J. Mahoney, Mayor

Exhibit A

Washer

Dryer

Exhibit B

30" Range Hood (1995 vintage)	\$100
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Small Dining Room Light Fixture (1991 vintage)	\$50
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REPORT OF ACTION 24

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-17-F

Type: CIP Amendment

Location: 200 Third Street N

Date of Hearing: 3/20/2017

Routing

City Commission

Date

7/31/2017

PWPEC File

X

Project File

Chad Shumake, Tom Knakmuhs

The committee reviewed a communication from Design and Construction Division Engineer, Tom Knakmuhs regarding the need to line the sewer main under the current City Hall prior to the demolition of the building. Staff has been planning to put out a sewer-lining project for various locations throughout the City. However, there have been significant overruns in the projects that have been designed which may affect our ability to execute a larger project. Therefore, staff is seeking authorization to move forward with the lining of the pipe under City Hall in 2017, regardless of a larger project being completed.

It is estimated that to line approximately 140 feet from the manhole to the west of the building to the manhole in the street east of the building will require \$42,000 if bid independently. Funding for this work would come from the Waste Water Treatment Plant Operational Budget.

On a motion by Jim Gilmour, seconded by Ben Dow, the Committee voted to recommend approval of a project to provide for the lining of the sewer under City Hall prior to demolition.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and create Project Number UR-17-F to allow for the lining of the Sanitary Sewer Main under City Hall.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water Treatment Plant Operational Budget (521 3061)

	<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>	
Jim Gilmour, Director of Planning	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Steve Dirksen, Fire Chief	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	<u> <input type="checkbox"/> </u> Ryan Erickson
Mark Bittner, Director of Engineering	<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>	<u> <input type="checkbox"/> </u> Michael Redlinger
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>	
April Walker, 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:

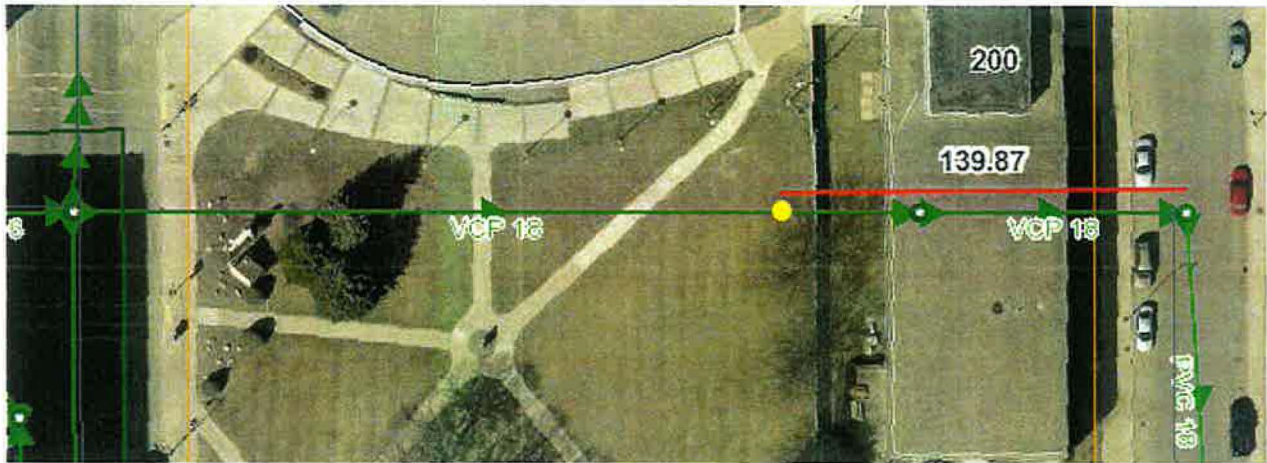

 April E. Walker, P.E., C.F.M.
 City Engineer



Memorandum

To: Members of PWPEC
 From: Tom Knakmuhs, Division Engineer *TK*
 Date: March 20, 2017
 Re: Sanitary sewer main lining under City Hall

There is an existing 18" VCP sanitary sewer main that runs under City Hall connecting 4th St and 3rd St.



It has been determined that this existing main is in poor condition and must be structurally lined prior to the demolition of City Hall in order to mitigate the risk of failure. There is an existing sanitary manhole just west of the retaining wall that is not shown in GIS, but is identified on the aerial image above by the yellow dot. I am proposing a structural liner between this manhole and the manhole on 3rd St N. This equates to approximately 140 feet.

Currently as part of the 2017 CIP, a sanitary sewer-lining project is planned. Unfortunately, due to sanitary sewer main issues that have been identified, and are being addressed as part of other projects, we may not have the funds for the planned sanitary sewer-lining project. If the funds are available, I would recommend adding the lining under City Hall to that project. If the funds are not available, I would recommend the lining under City Hall as a standalone project.

As part of a larger lining project, I would anticipate the price of this structural liner to be approximately \$200/lf (\$28,000 total). If done as a standalone project, I would anticipate the price of this structural liner to be closer to \$300/lf (\$42,000 total).

After discussion with Jim Hausauer, I propose funds from the WWTP Operational Budget (521 3061) be used to cover the costs of the structural liner under City Hall.

Recommended Motion:

Approve structural lining of the sanitary sewer main under City Hall in 2017 using funds from the WWTP Operational Budget account.

COVER SHEET
CITY OF FARGO PROJECTS

2500

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of the Project as it will appear in the Contract:

Drain 27 – Prairie Rose Area Flood Risk Management Project – Phase 3

Project No. FM-14-63

Call For Bids July 31, 2017

Advertise Dates August 7, 14 & 21, 2017

Bid Opening Date September 6, 2017

Substantial Completion Date July 1, 2018

Final Completion Date August 1, 2018

X PWPEC Report (Attach Copy) – Part of 2017 CIP

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jody Bertrand, P.E. C.F.M.

Phone No. 241-1548

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

AMENDED ENGINEER'S REPORT

DRAIN 27 – PRAIRIE ROSE AREA FLOOD RISK MANAGEMENT

PROJECT NO. FM-14-6

Nature & Scope

This project will be completed in multiple phases to construct several levee and floodwall reaches along Cass County Drain #27 to FEMA standards for future certification potential for each of the improved reaches.

The first phase of this project consists of construction of a concrete floodwall along the north side of 40th Avenue South just north of the Timberline Addition and east of the Prairie Rose Addition. The project is located along the south side of Cass County Drain 27 in an area between 33rd Street South and the 40th Avenue Bridge over Cass County Drain No. 27. In addition, the project involves existing underground utility relocations and street reconstruction to allow for the installation of the concrete floodwall. This project was bid in August of 2014 and is currently under construction.

The second phase will consist of the construction of earthen levee with corresponding storm sewer improvements in the Prairie Rose Addition. The levee will be constructed on properties that were previously acquired through the voluntary acquisition program. This phase will also connect to a previously constructed levee to the west of the Prairie Rose Addition. The project is located along Cass County Drain 27 in the area between I-29 and 40th Avenue South adjacent to 39th Avenue South.

The third phase of the project is for the two remaining homes to be purchased within the Prairie Rose Addition and will consist of earthen levee construction that will tie into the levee and floodwall segments that were constructed under the first two phases of this project.

Purpose

The purpose of this project is to provide permanent flood protection along this reach of Cass County Drain No. 27 that is constructed to FEMA standards for future certification potential. This project will also reduce the need for emergency measures during a flood fight, which will allow for resources to be allocated to other areas of the city.

Feasibility

Phase 1

Under Construction Cost Phase 1:	\$ 3,861,300.00
Engineering and Administration Fees (10%):	\$ 386,130.00
Legal, Advertising, Miscellaneous (7%):	\$ 270,291.00
Interest (7%)	\$ 270,291.00
Land Acquisition Costs	\$ 74,622.08
Consulting Engineering Services	\$ 450,000.00
Total Anticipated Project Costs:	\$ 5,312,634.08

Phase 1 Funding

ND State Water Commission	
(50% of eligible costs plus acquisition offset)	\$ 2,105,272.08
Infrastructure Sales Tax Fund 460 – Balance	\$ 3,207,362.00

Phase 2

Estimated Construction Cost Phase 2:	\$ 919,562.10
Engineering and Administration Fees (10%):	\$ 91,956.21
Legal, Advertising, Miscellaneous (7%):	\$ 64,369.35
Interest (7%)	\$ 64,369.35
Land Acquisition Costs	\$ 5,466,484.00
Consulting Engineering Services	\$ 196,000.00
Total Anticipated Project Costs:	\$ 6,802,741.01

Phase 2 Funding

ND State Water Commission (50% eligible costs plus acquisition offset)	\$ 5,926,265.05
Infrastructure Sales Tax Fund 460 – Balance	\$ 876,475.96

Phase 3

Estimated Construction Cost Phase 3:	\$ 503,331.20
Engineering and Administration Fees (4%):	\$ 20,133.25
Legal, Advertising, Miscellaneous (7%):	\$ 35,233.18
Interest (4%)	\$ 20,133.25
Land Acquisition Costs	\$ 350,000.00
Consulting Engineering Services	\$ 150,539.00
Total Anticipated Project Costs:	\$ 1,079,369.88

Phase 3 Funding

Infrastructure Sales Tax Fund 460 – Balance	\$ 1,079,369.88
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All Phases – Total Anticipated Project Costs: \$13,194,744.97

Funding

ND State Water Commission (50% of eligible costs plus acquisition offset)	\$ 8,031,537.13
Infrastructure Sales Tax Fund 460 – Balance	\$ 5,163,207.84

We believe this project to be cost effective.



Jody Bertrand
 Jody Bertrand, P.E., C.F.M.
 Division Engineer

COVER SHEET
CITY OF FARGO PROJECTS

250

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Project as it will appear in the Contract:

Sanitary Sewer Rehabilitation and Incidentals

Project No. UR-17-F

Call For Bids July 31, 2017

Advertise Dates August 7 & 14, 2017

Bid Opening Date August 23, 2017

Substantial Completion Date October 31, 2017

Final Completion Date November 30, 2017

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Rick Larson

Phone No. 476-6634

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-17-F Type: CIP Amendment
Location: 200 Third Street N Date of Hearing: 3/20/2017

Routing Date
City Commission
PWPEC File X
Project File Chad Shumake, Tom Knakmuhs

The committee reviewed a communication from Design and Construction Division Engineer, Tom Knakmuhs regarding the need to line the sewer main under the current City Hall prior to the demolition of the building. Staff has been planning to put out a sewer-lining project for various locations throughout the City. However, there have been significant overruns in the projects that have been designed which may affect our ability to execute a larger project. Therefore, staff is seeking authorization to move forward with the lining of the pipe under City Hall in 2017, regardless of a larger project being completed.

It is estimated that to line approximately 140 feet from the manhole to the west of the building to the manhole in the street east of the building will require \$42,000 if bid independently. Funding for this work would come from the Waste Water Treatment Plant Operational Budget.

On a motion by Jim Gilmour, seconded by Ben Dow, the Committee voted to recommend approval of a project to provide for the lining of the sewer under City Hall prior to demolition.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and create Project Number UR-17-F to allow for the lining of the Sanitary Sewer Main under City Hall.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water Treatment Plant Operational Budget (521 3061)
Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
Letter of Credit required (per policy approved 5-28-13)

COMMITTEE

- Tim Mahoney, Mayor
Jim Gilmour, Director of Planning
Steve Dirksen, Fire Chief
Mark Bittner, Director of Engineering
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
April Walker, City Engineer
Kent Costin, Finance Director

Table with columns: Present, Yes, No, Unanimous. Rows for committee members with checkmarks indicating their votes.

ATTEST:

April E. Walker, P.E., C.F.M.
City Engineer

ENGINEER'S REPORT
SANITARY SEWER REHABILITATION AND INCIDENTALS
PROJECT # UR-17-F1

Nature & Scope

This project provides sanitary sewer lining of the existing 18" sanitary sewer main under the existing City Hall.

Purpose

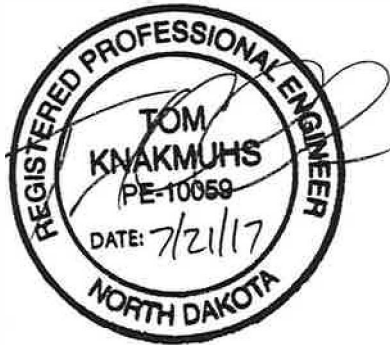
It has been determined that the existing sanitary sewer main under City Hall is in poor condition and must be structurally lined prior to the demolition of City Hall in order to mitigate the risk of failure.

Feasibility

The estimated construction cost is \$42,000. The project will be funded by Infrastructure Sales Tax Funds as follows:

Estimated Construction Cost:	\$	42,000
Plus Engineering Fees (6%):	\$	2,520
Plus Legal Fees (3%):	\$	1,260
Plus Interest Fees (4%):	\$	1,680
Total Estimated Construction Cost:	\$	47,460

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Division Engineer

July, 2017

REPORT OF ACTION

26

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-17-A1 Type: Time Extension
Location: 4117 15th Street South Date of Hearing: 7/24/2017

Routing Date
City Commission 7/31/2017
PWPEC File X
Project File Roger Kluck

The Committee reviewed the attached letter from Project Manager, Roger Kluck regarding a time extension.

The homeowners delayed their move out date until May 8, 2017. During construction surveying for the planned levee, it was found that an Xcel pole and line were within the clear zone of the proposed levee. In order for the costs for the Xcel move to be approved thru Commission and the line relocation work completed, levee construction was delayed another three weeks, therefore the Contractor is requesting a time extension as follows:

Table with 3 columns: Original Completion Date, Previous Revisions, Current Revisions. Rows include Substantial and Final dates for 2017.

Staff is recommending the time extension.

On a motion by Mark Bittner, seconded by Ben Dow, the Committee voted to recommend approval of the time extension.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

Table with 2 columns: Yes, No. Rows include Developer meets City policy, Agreement for payment of specials, Letter of Credit required.

COMMITTEE

Table with 5 columns: Present, Yes, No, Unanimous. Lists committee members and their voting status.

ATTEST:

Signature of Brenda Derrig, P.E.
Brenda Derrig, P.E.
Division Engineer



Memorandum

To: PWPEC

REK, DE

From: Roger Kluck, Civil Engineer II, Storm Water

Cc: Jody Bertrand, Mark Bittner

Date: 7/18/2017

Re: Project #FM-17-A1 – House Demolition, New Levee and Incidentals

Background:

Project #FM-17-A1 bids were opened on April 5, 2017 and the project awarded by the City Commission on April 10, 2017. Construction began on May 8, 2017. The project bid documents included a substantial completion date of July 15, 2017 and a final completion date of August 15, 2017.

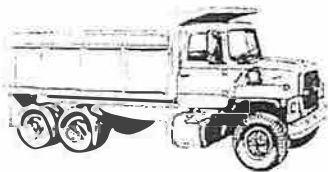
The purchase agreement with the landowner at 606 Southwood Drive included a move out date of no later than May 1, 2017. The homeowner delayed move out until May 8, 2017. During construction surveying for the planned levee, it was found that an XCEL pole and line were within the clear zone of the proposed levee. In order for the costs for the XCEL move to be approved thru Commission and the line relocation work completed, levee construction was delayed another three weeks.

The Contractor has requested a time extension on the substantial completion date to July 29, 2017, which would in turn revise the final completion date to August 29, 2017. The Contractor has aggressively pursued the project and is making good progress. The levee work is complete and most of the topsoil is in place. The requested time extension is reasonable.

Recommended Motion

To approve the request for time extension.

REK/jmg



EXCAVATING, INC. - FARGO

651 5th Street Ct. NW • West Fargo, ND 58078-2774
Office: 701-227-1884 • Fax: 701-277-8638

7/6/2017

Excavating, Inc. - Fargo
Austin Stockert
651 5th Street CT NW, West Fargo, ND 58078

Roger Kluck
City of Fargo Engineering
Project # FM-17-A1

Dear Roger,

I would like to ask for a time extension on the FM-17-A1 project we are working with you on. Due to delays from utilities being relocated and the homeowner moving out later than planned I would like to ask for a 2 week extension on the substantial completion date. The extension would move the substantial completion date on the project to July 29, 2017. Please feel free to call me on my cell phone at (701) 566-3954 with any questions or concerns. Thank you very much for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Austin Stockert'. The signature is fluid and cursive, written over a light blue horizontal line.

Austin Stockert
Estimator
Excavating, Inc. - Fargo



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No FM-17-A1 Change Order No 1
 Project Name House Demo, New Levee, and Incidentals
 Date Entered 7/26/2017 For Excavating, 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: Contract Time Extension

Contractor was delayed for other utility work which was necessary for the work to be completed on the Southwood project along with the existing last homeowner to vacate the property.

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 (\$)
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Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

0.00

Original Contract Amount (\$)

110,090.23

Total Contract Amount (\$)

110,090.23

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
07/15/2017	45.00	08/29/2017
Description	Time Extension due to items outside the contractors control. Substantial Completion date extended to July 29, 2017 and the Final Completion date extended to August 29, 2017.	

APPROVED

APPROVED DATE

For Contractor 
 Title *Estimator*

Department Head 
 Mayor *7/26/17*



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Attest

REPORT OF ACTION

21

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. _____ Type: Early Building Permit
 Location: Border States Electric 2400 38th St S Date of Hearing: 7/24/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/31/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Brenda Derrig</u>

The Committee reviewed an Early Building Permit submitted by the owner, Border States Electric, located at 2400 38th Street South. Access will be allowed from the existing paved roadway on the south end of the property. The Engineering Department will design and bid a project to be constructed in 2018 to provide services and permanent access to the site. A deposit of \$20,260 will be required.

Staff is recommending approval.

On a motion by Ben Dow, seconded by Tim Mahoney, the Committee voted to recommend approval of the Early Building Permit.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Early Building Permit.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

<u>Yes</u>	<u>No</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor
 Jim Gilmour, Director of Planning
 Steve Dirksen, Fire Chief
 Mark Bittner, Director of Engineering
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 City Engineer
 Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input 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"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Brenda Derrig</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Jen Graphenteen

AGREEMENT FOR BUILDING PRIOR TO CITY INFRASTRUCTURE BID
(For 2-3 year build)

THIS AGREEMENT, made and entered into by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 200 North Third Street, Fargo, North Dakota 58102, hereinafter referred to as "City", and **BORDER STATES INDUSTRIES, INC.**, a North Dakota corporation, hereinafter referred to as "Owner" or "Developer".

WITNESSETH:

WHEREAS, building permits are generally not available until sewer and water main connections are functional, except under limited circumstances and by agreement of the parties; and,

WHEREAS, for large building projects (commercial, industrial and multi-family [8-plex or greater]), permits may be issued prior to completion of said underground utilities, provided certain criteria are met;

WHEREAS, Early Building Permits may be permitted when installation of utilities and paving can take place during the time said building projects are under way;

WHEREAS, Owner has applied for an Early Building Permit for the purposes of commencing construction on the following described property;

Land east of 38th Street South and north of 26th Avenue to be platted as Lot 3, Block 1 Interstate Business Park.

WHEREAS, City requires a cash deposit as one of the conditions for granting Early Building Permits, said deposit to be utilized, if necessary, to reimburse City for any costs incurred by City arising out of Owner's, Builder's, Developers', Agents' or Subcontractors' activities under the Early Building Permit.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is agreed by and between the parties as follows:

1. City agrees to issue an Early Building Permit to Owner for the project, provided all conditions precedent are satisfied.

2. In consideration of the issuance of said Early Building Permit for the project stated, Owner agrees to deposit with City a cash deposit in the amount of **Twenty Thousand Two Hundred Six Dollars (\$20,260.00)** (\$20.00 per front foot of lot covered by the permit). Said cash deposit may be utilized by City for any building site impacts, municipal project impacts, including utilities or paving, payment for corrective measures such as debris removal, drain maintenance, damages caused by unauthorized access, and cleaning adjacent streets impacted by building construction. It is specifically understood and agreed that this list is not exhaustive or exclusive, and that the City may use the deposited funds for any costs incurred by City due to Owner's activities.

3. Owner agrees to be bound by the terms of the City of Fargo's policy on Early Building Permits. Owner agrees to provide a building site plan drawing showing access points and exact service utility connections before any construction activities take place, such drawing and/or site plan must clearly show sanitary sewer, water sewer service, and storm sewer plans. Owner's site plan shall be attached hereto as Exhibit A. Owner shall specify the following:

- a. Site access to the building that will not impact municipal utilities/paving installation.
- b. Temporary measures to address nonfunctional sewer, water and storm sewer on the building site.
- c. Building construction and occupancy schedule.

d. Contact person for notification including name, address and phone.

4. Owner will be required to provide an access road to the building site, and ensure constant access to the site for City services, including Fire and Emergency Services. Owner will be permitted to access the site from the existing paving at the intersection of 26th Avenue South and 30th Avenue. City agrees to provide Owner 48-hour notice of project start-up. Owner agrees to clear the right-of-way for such public construction within the notice period. During construction, City shall give Owner two (2) hour notice to clear any area impacted by the City project.

5. Owner understands and agrees that occupancy will not be allowed until after utility installation is complete. Owner further agrees and understands that the municipal project is not yet designed, bid and/or contracted for, and that City is in no way responsible for providing Owner services in the event the municipal project is not constructed at the time Owner completes construction. City shall have no liability for any delays, and makes no assurances or promises as to when and if the municipal project will be completed. Owner assumes all risks associated with commencing construction in advance of the bidding and completion of the municipal project.

6. Owner is prohibited from permitting or installing any permanent utilities (including but not limited to gas, electric, telephone, cable, fiber, etc.) in the Right of Way or the Public Utility Easement until municipal utility installation is complete.

7. Owner agrees to indemnify and hold City harmless for any delays in municipal projects (i.e. utilities or paving) resulting from Owner's activities including, but not limited to, site interference, storage of construction materials, or any other activities permitted by the Early Building permit.

8. Owner understands and agrees to accept all risks of proceeding with the building project in advance of the installation and operation of the municipal improvements. Owner

waives, for itself and successors, any and all claims for damages against City as a result of any delay in the installation of the municipal projects, for whatever reason. City will enter into a standard contract for the municipal project. Owner is not a third party beneficiary of the City contract and has no rights thereunder.

9. Owner agrees to acquire any easements deemed necessary for access to the building site. City shall not be responsible for easements.

10. Owner understands and agrees that without installation of streets there is limited access to the site for fire and police protection. Owner agrees it is solely responsible for any access limitations, and agrees to indemnify and hold the City harmless from any all claims or damages alleged as a result of the limited site access.

11. The parties agree that any cash deposit remaining unused upon completion of the paving project (thus completing the public construction) shall be returned to Owner upon application.

12. The Early Building Permit is approved for the project located at the following street address:

2400 38th Street South, Fargo, North Dakota.

IN WITNESS WHEREOF, the parties have entered into this agreement the day and year

first above written.

Approved by Fargo City Commission on this ____ day of _____, 2017.

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Approved by Public Works Projects Evaluation Committee on this _____ day of _____, 2017.

Brenda Derrig, Division Engineer

Owner:
Border States Industries, Inc.


Dated: _____

By:

Its: _____



Memorandum

To: Members of PWPEC
From: Brenda Derrig, Division Engineer 
Date: July 20, 2017
CC: Ron Solberg
Nancy Morris
Re: Border States Electric 2400 38th Street South – Early Building Permit

Attached you will find a request for an early building permit from Phil Settles for their office building at 2400 28th Street South.

City staff are working on platting, designing, and bidding a project for 2018 construction that will support this site. Attached you will also find a map representing the needed timing for infrastructure. I have been working with our Assistant City Attorney, Nancy Morris, to assemble an agreement that would support a building permit for structures that will require 2 or more years to build. Attached you will find this agreement.

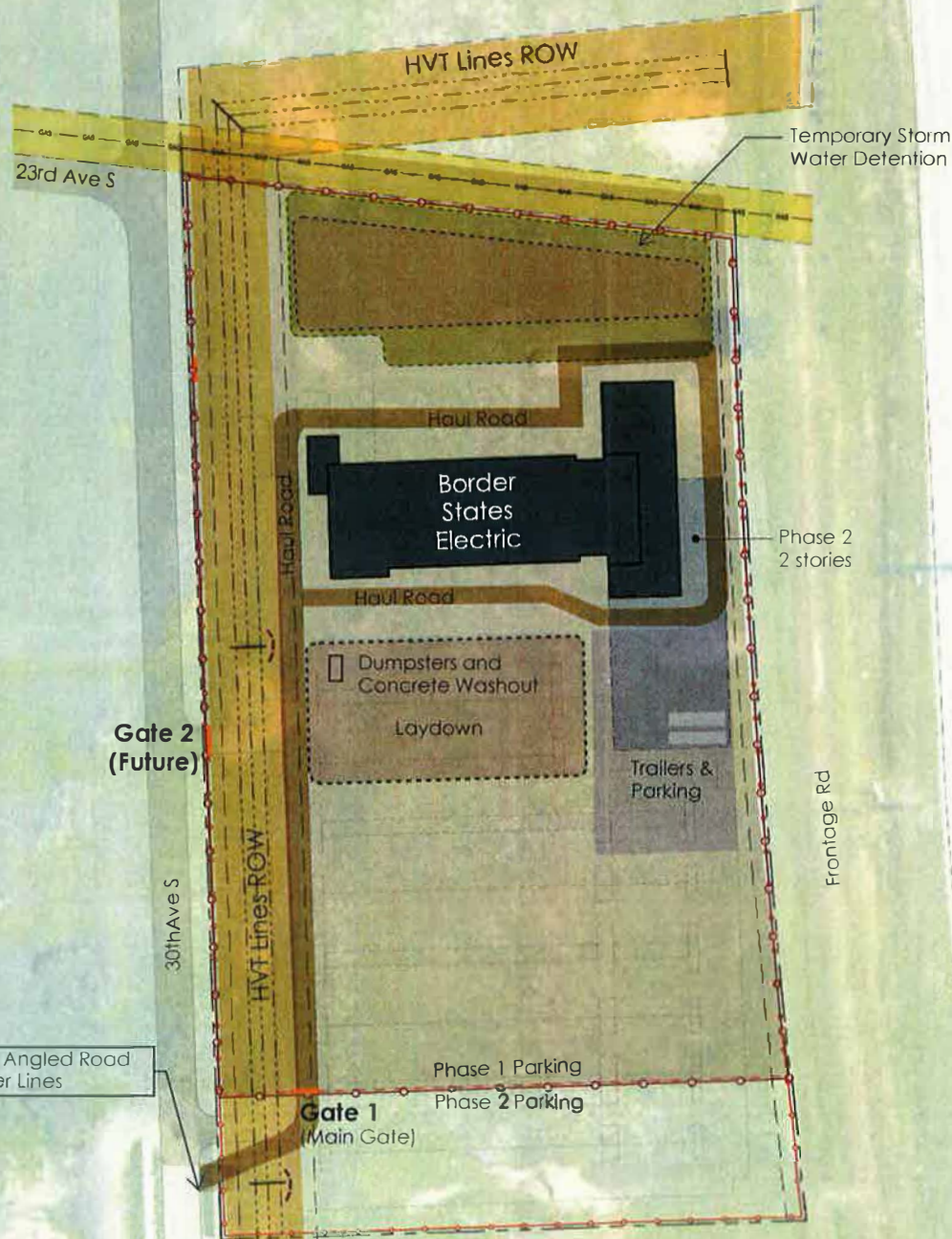
The applicant has filled out the application and is reviewing the attached agreement. There is a paved surface at the south end of their lot that will allow for site access.

As part of the early building permit, the applicant will provide a deposit that could be used to repair any impacts from the site construction to the municipal project. The deposit associated with the permit will be \$20,260.

Recommended Motion:

Public Works Project Evaluation Committee to approve the early building permit request for 2400 38th Street South and collect a deposit of \$20,260.

BED/jmg
Attachments



- Key:
- Site and Silt Fence
 - - - - - Protect HVT Poles
 - Construction Route



Temporary Construction measures will be included to address temporary toilets, water supply and storm water management during construction.

INTERSTATE BUSINESS PARK

A REPLAT OF LOT 1, BLOCK 1, ADAMS SEVENTH ADDITION
AND A PLAT OF PART OF THE N.E. 1/4 OF SECTION 22,
T. 139 N., R. 49 W., 5th P.M.
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION

INTERSTATE HIGHWAY 94

INTERSTATE HIGHWAY 29

BLOCK 1

BLOCK 1

BLOCK 3

30th ST. S.

30th AVE. S.

41st ST. S.

23rd AVE. S.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	195.12	240.00	88.3453°	N54°43'36"W	189.78
C2	253.03	750.00	18.2501°	N06°54'48"E	252.84
C3	151.55	540.00	16.0749°	N44°55'17"W	151.06
C4	886.06	1146.28	44.1943°	S89°19'08"E	864.90
C5	315.92	1146.28	15.4728°	S83°35'16"E	314.92
C6	570.93	1146.28	28.3715°	S51°25'24"E	565.05
C8	960.79	1171.19	44.158°	S04°29'13"E	980.49

LEGEND
 (BCH) MOW MARK (H FOLDED)
 1/2" ID PIPE SET
 REGULATIVE ACCESS AREA WITHIN FEMA 100-YEAR FLOODPLAIN
 BEARINGS SHOWN ARE BASED ON FARGO GIS HORIZONTAL DATUM
 NOTES
 1. NEGATIVE ACCESS EASEMENTS ARE SHOWN ON THIS PLAT TO RELEASE EASEMENTS INDICATED AS PART OF THE RIGHT OF WAY DEDICATION WHICH EASEMENTS WERE OBJECT VESTIGIAL REMAINS TO A STREET OF PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A RETURN OF AND OR ANY EASEMENT, BUT IS A LINE COINCIDENT WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.
 2. PROPERTY IS SITUATED IN ZONE AE (100-YEAR FLOODPLAIN) AS DEPICTED ON FEMA FIRM PANEL 38017C0776C, 38017C0777D, 38017C0778D AND 38017C0779D, DATED JANUARY 18, 2015.
 3. BASE FLOOD ELEVATION = 905 F (NAVD +888)

UTILITY EASEMENTS ARE SHOWN THIS

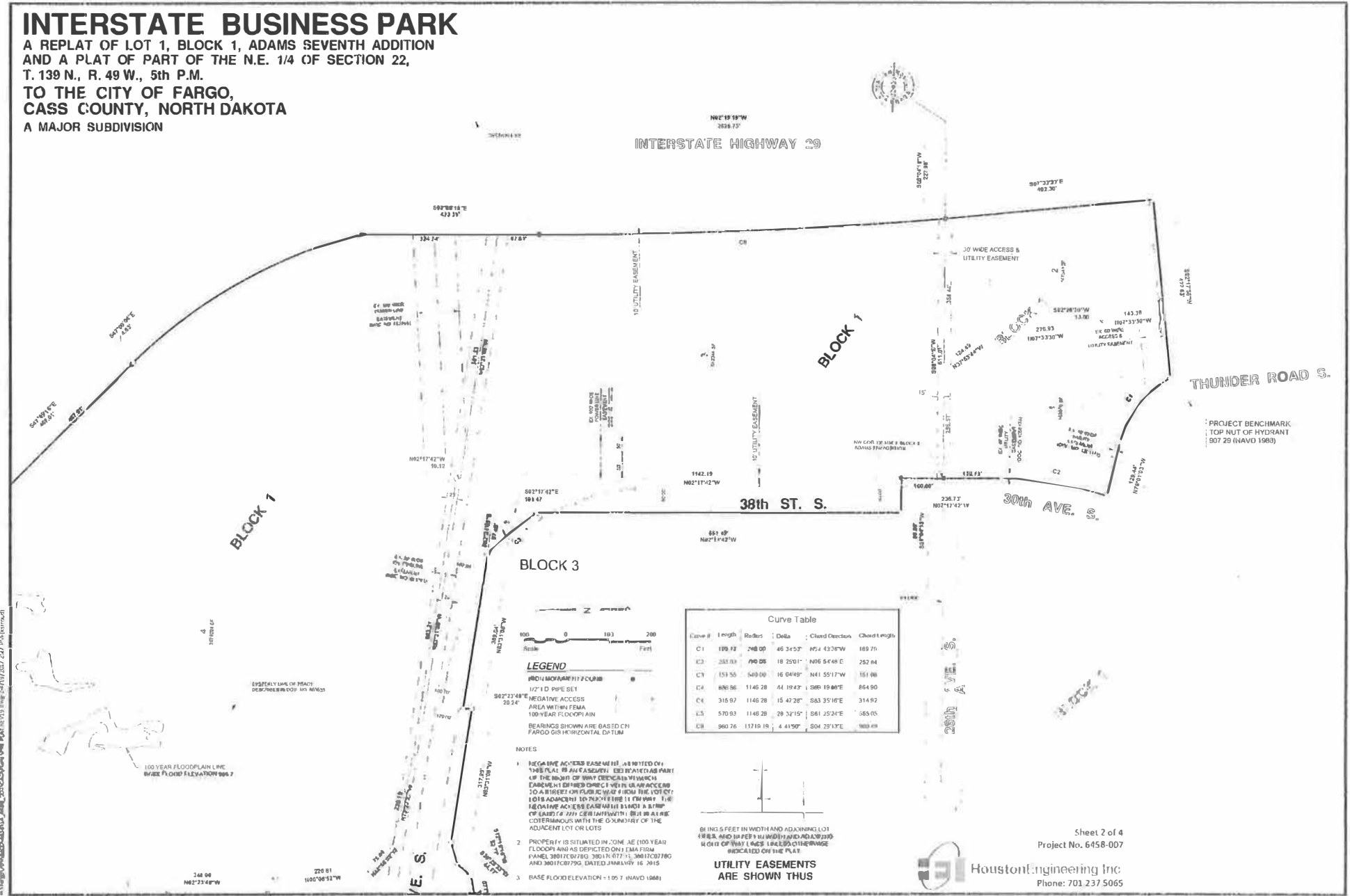
Sheet 1 of 4
 Project No. 6458-007
Houston Engineering Inc
 Phone: 701.237.5065

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INTERSTATE BUSINESS PARK

A REPLAT OF LOT 1, BLOCK 1, ADAMS SEVENTH ADDITION
AND A PLAT OF PART OF THE N.E. 1/4 OF SECTION 22,
T. 139 N., R. 49 W., 5th P.M.

TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION



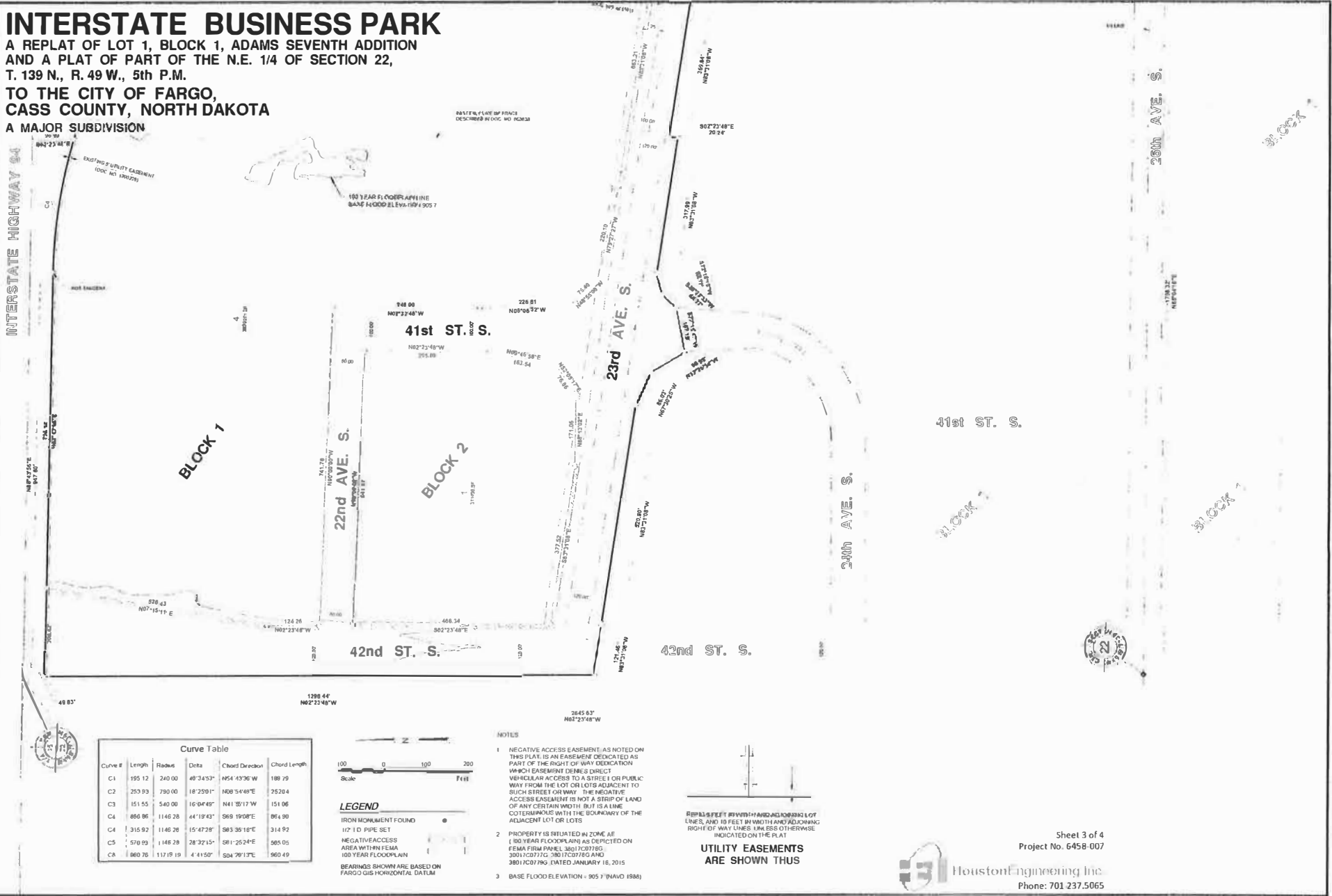
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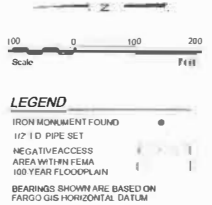
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

A MAJOR SUBDIVISION

INTERSTATE HIGHWAY 94



Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	195.12	240.00	40°34'53"	N54°43'36"W	189.79
C2	253.93	790.00	18°25'01"	N06°54'48"E	252.04
C3	151.55	540.00	16°04'49"	N41°31'17"W	151.06
C4	856.86	1146.28	44°19'43"	S69°19'08"E	864.90
C5	315.92	1146.28	15°47'28"	S83°35'16"E	314.92
C6	570.93	1146.28	28°32'15"	S81°25'24"E	585.05
C8	860.76	11719.19	4°41'50"	S04°26'13"E	860.49



NOTES

1. NEGATIVE ACCESS EASEMENT AS NOTED ON THIS PLAT IS AN EASEMENT DEDICATED AS PART OF THE RIGHT OF WAY DEDICATION WHICH EASEMENT DENIES DIRECT VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH BUT IS A LINE COTERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.
2. PROPERTY IS SITUATED IN ZONE AE (100 YEAR FLOODPLAIN) AS DEPICTED ON FEMA FIRM PANELS 38017C07160, 38017C07170, 38017C07180 AND 38017C07190 DATED JANUARY 16, 2015.
3. BASE FLOOD ELEVATION = 905.7 (NAVD 1986)



REPRESENTS FEET IN WIDTH AND ADJACENT LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES, UNLESS OTHERWISE INDICATED ON THE PLAT.

UTILITY EASEMENTS ARE SHOWN THIS

N:\Projects\BNA\6458\G458\PLAT_6458_007\CAD\DWG\PLAT_6458_007.dwg 3/4/19/2017 2:27 PM (AutoCAD)

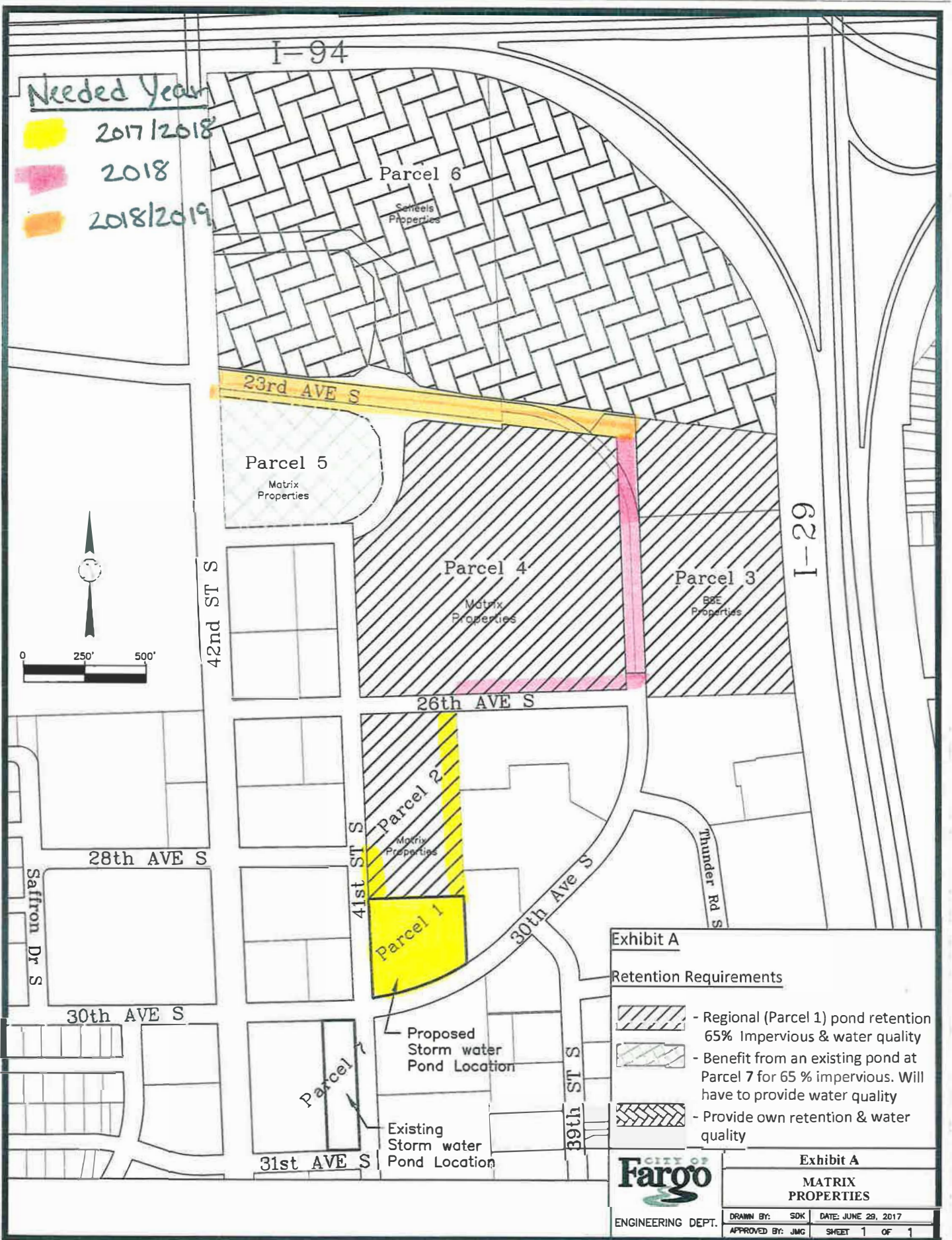


Exhibit A

Retention Requirements

Exhibit A

MATRIX PROPERTIES

CITY OF Fargo

ENGINEERING DEPT.

DATE: JUNE 23, 2017

APPROVED BY: JMC SHEET 1 OF 1

AGREEMENT FOR BUILDING PRIOR TO CITY INFRASTRUCTURE BID
(For 2-3 year build)

THIS AGREEMENT, made and entered into by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 200 North Third Street, Fargo, North Dakota 58102, hereinafter referred to as "City", and **BORDER STATES INDUSTRIES, INC.**, a North Dakota corporation, hereinafter referred to as "Owner" or "Developer".

WITNESSETH:

WHEREAS, building permits are generally not available until sewer and water main connections are functional, except under limited circumstances and by agreement of the parties; and,

WHEREAS, for large building projects (commercial, industrial and multi-family [8-plex or greater]), permits may be issued prior to completion of said underground utilities, provided certain criteria are met;

WHEREAS, Early Building Permits may be permitted when installation of utilities and paving can take place during the time said building projects are under way;

WHEREAS, Owner has applied for an Early Building Permit for the purposes of commencing construction on the following described property;

Land east of 38th Street South and north of 26th Avenue to be platted as Lot 3, Block 1 Interstate Business Park.

WHEREAS, City requires a cash deposit as one of the conditions for granting Early Building Permits, said deposit to be utilized, if necessary, to reimburse City for any costs incurred by City arising out of Owner's, Builder's, Developers', Agents' or Subcontractors' activities under the Early Building Permit.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is agreed by and between the parties as follows:

1. City agrees to issue an Early Building Permit to Owner for the project, provided all conditions precedent are satisfied.

2. In consideration of the issuance of said Early Building Permit for the project stated, Owner agrees to deposit with City a cash deposit in the amount of **Twenty Thousand Two Hundred Six Dollars (\$20,260.00)** (\$20.00 per front foot of lot covered by the permit). Said cash deposit may be utilized by City for any building site impacts, municipal project impacts, including utilities or paving, payment for corrective measures such as debris removal, drain maintenance, damages caused by unauthorized access, and cleaning adjacent streets impacted by building construction. It is specifically understood and agreed that this list is not exhaustive or exclusive, and that the City may use the deposited funds for any costs incurred by City due to Owner's activities.

3. Owner agrees to be bound by the terms of the City of Fargo's policy on Early Building Permits. Owner agrees to provide a building site plan drawing showing access points and exact service utility connections before any construction activities take place, such drawing and/or site plan must clearly show sanitary sewer, water sewer service, and storm sewer plans. Owner's site plan shall be attached hereto as Exhibit A. Owner shall specify the following:

- a. Site access to the building that will not impact municipal utilities/paving installation.
- b. Temporary measures to address nonfunctional sewer, water and storm sewer on the building site.
- c. Building construction and occupancy schedule.

d. Contact person for notification including name, address and phone.

4. Owner will be required to provide an access road to the building site, and ensure constant access to the site for City services, including Fire and Emergency Services. Owner will be permitted to access the site from the existing paving at the intersection of 26th Avenue South and 30th Avenue. City agrees to provide Owner 48-hour notice of project start-up. Owner agrees to clear the right-of-way for such public construction within the notice period. During construction, City shall give Owner two (2) hour notice to clear any area impacted by the City project.

5. Owner understands and agrees that occupancy will not be allowed until after utility installation is complete. Owner further agrees and understands that the municipal project is not yet designed, bid and/or contracted for, and that City is in no way responsible for providing Owner services in the event the municipal project is not constructed at the time Owner completes construction. City shall have no liability for any delays, and makes no assurances or promises as to when and if the municipal project will be completed. Owner assumes all risks associated with commencing construction in advance of the bidding and completion of the municipal project.

6. Owner is prohibited from permitting or installing any permanent utilities (including but not limited to gas, electric, telephone, cable, fiber, etc.) in the Right of Way or the Public Utility Easement until municipal utility installation is complete.

7. Owner agrees to indemnify and hold City harmless for any delays in municipal projects (i.e. utilities or paving) resulting from Owner's activities including, but not limited to, site interference, storage of construction materials, or any other activities permitted by the Early Building permit.

8. Owner understands and agrees to accept all risks of proceeding with the building project in advance of the installation and operation of the municipal improvements. Owner

waives, for itself and successors, any and all claims for damages against City as a result of any delay in the installation of the municipal projects, for whatever reason. City will enter into a standard contract for the municipal project. Owner is not a third party beneficiary of the City contract and has no rights thereunder.

9. Owner agrees to acquire any easements deemed necessary for access to the building site. City shall not be responsible for easements.

10. Owner understands and agrees that without installation of streets there is limited access to the site for fire and police protection. Owner agrees it is solely responsible for any access limitations, and agrees to indemnify and hold the City harmless from any all claims or damages alleged as a result of the limited site access.

11. The parties agree that any cash deposit remaining unused upon completion of the paving project (thus completing the public construction) shall be returned to Owner upon application.

12. The Early Building Permit is approved for the project located at the following street address:

2400 38th Street South, Fargo, North Dakota.

IN WITNESS WHEREOF, the parties have entered into this agreement the day and year

first above written.

Approved by Fargo City Commission on this ____ day of _____, 2017.

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Approved by Public Works Projects Evaluation Committee on this _____ day of _____, 2017.

Brenda Derrig, Division Engineer

Owner:
Border States Industries, Inc.

Dated: _____

By:

Its: _____

APPLICATION FOR EARLY BUILDING PERMIT

The City of Fargo has agreed to allow building activity prior to completion of municipal utilities as listed below:

1. General Location

Northeast corner of 30th Avenue South and 26th Avenue South, Fargo.

2. Utility Completion Date (Sanitary Sewer, Water, Storm)

- a. Occupancy will not be allowed prior to this date.

Anticipated for calendar year 2018.

3. Paving Completion Date

- a. City accepts no responsibility for site access prior to this date.

Anticipated for calendar year 2018.

4. Project Engineer

Phone

To be determined.

Request for Building Permit

- A. Location

(see attached draft plat for Interstate Business Park – generally Block 1 Lot 3)

Lot

Block

Addition

Address

- B. Required Documents

1. Fill out Application for Early Building Permit.

Enclosed.

2. Submit complete site plan drawings showing detailed locations of all utility stub outs (sanitary sewer, water, and storm sewer) and driveways.

Pending

3. Building and utility stub out elevations

Pending

4. As-built drawings showing actual utility stub out locations and elevations (after installation).

C. Provisions

1. **Access**

- a. Access to construction sites will not be on the public right-of-way under most conditions during the sewer and water construction. The City contractor will not be required to maintain access for the builders. Also, parking on the public right-of-way will not be permitted. The City contractor will have total control of the right-of-way during sewer and water construction.
- b. City accepts no responsibility for site access prior to paving completion date.

2. **Sewer and Water Services**

- a. Builders will not be allowed to hook up to the City sewer and water services until after the project is complete.
- b. Builders shall stub out sewer and water services a distance of not to exceed 5-feet from building.
- c. Builders to verify depth and location of sewer and water service stub outs for buildings with City Engineering Department. As-built drawings required.
- d. After City mains have been installed and tested, the builder shall complete service installation and connections along with appropriate permits and inspections. The City contractor will not hook up sewer and water services to building stub outs. This is not part of his

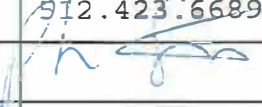
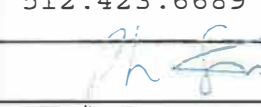
**Application for Early Building Permit
Page 3**

contract. The builder may privately negotiate such work with City contractor. Builder and contractor accept responsibility for necessary permits and inspections.

3. Occupancy will not be allowed until after utility installation is complete. Access prior to paving completion shall be the sole responsibility of builder/occupant.
4. Other utilities such as gas, electric, telephone and cable TV will not be installed until municipal utility installation is complete.

Application for Early Building Permit
Page 4

D. Signatures (All required)

	Owner	Builder	Plumber
Name	Border States Industries, Inc.	Border States Industries, Inc.	NA
Address	105 25th Street North Fargo, ND 58102	105 25th Street North Fargo, ND 58102	NA
Telephone	512.423.6689	512.423.6689	NA
Signature			NA
Date	6/6/2017	6/6/2017	NA

E. Approval

Project Engineer _____ Date

Plumbing Inspectors

Water _____ Date

Sewer _____ Date

Building Inspector _____ Date

July 31, 2017

28

Honorable Board of City
Commissioners
City of Fargo
Fargo, North Dakota

Re: Red River Setback Waiver for Development of 301 3rd Avenue North for the LDZS & MDZS Areas

Honorable Commissioners,

Staff has worked with Houston Engineering and the Project Developer to identify the requirements necessary for the redevelopment of the property located at 301 3rd Avenue North. Approximately 40% of the parcel is located with the MDZS (Minimal Disturbance Zone Setback) and LDZS (Limited Disturbance Zone Setback) setback areas. The LDC requires that if the property is presently platted and previously developed, a geotechnical evaluation is necessary to evaluate that slope stability factors of safety are going to be met or exceeded for redevelopment to occur. Braun Intertec was hired to evaluate the proposed improvements for the site, to determine any impacts which could impact the recent 2nd Street North and the Red River floodwall improvements. The factors of safety were exceeded based on the proposed design layout and standard industry assumptions. It is anticipated that Braun Intertec will be involved in the construction inspection process to verify the standards established in the geotechnical report dated 5-23-17 are completed.

A large portion of this property is within the FEMA 100-year floodplain and the 41' inundation area which have required the minimum elevations to be used for the design of the construction plan set. These elevations have been used as detailed in the supplied construction plan set. A memo from Houston Engineering is attached which outlines the project requirements and the measures used to meet those identified. A copy of the geotechnical report is available in the Engineering Office for review.

Recommended Motion:

Move to approve the Red River setback waiver for the MDZS & LDZS areas for the construction of improvements at 301 3rd Avenue North to include the installation of a sprinkler system, along with the acceptance of the geotechnical report dated 5-23-17 and signed by Jennifer McKinnon, a North Dakota Professional Engineer.

Respectfully,



Jody R. Bertrand, P.E., C.F.M.
Division Engineer

JRB/jmg
Attachments

C: Nancy Morris
Bruce Grubb
Mark Bittner



Fargo ND | HEI No. 7995_002
July 25, 2017



CITY CENTRE LOFTS | DOWNTOWN FARGO RIVERFRONT LIVING

CITY CENTRE LOFTS SETBACK WAIVER SUBMITTAL

City of Fargo, ND



CITY CENTRE LOFTS SETBACK WAIVER SUBMITTAL

City of Fargo, North Dakota

July 25, 2017

Fargo, ND



HoustonEngineering Inc.

Houston Engineering, Inc.

1401 21st Ave. N

Fargo, ND 58102

Phone # 701-237-5065

HEI No. 7028_003

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Registered Professional Engineer under the laws of the State of North Dakota.

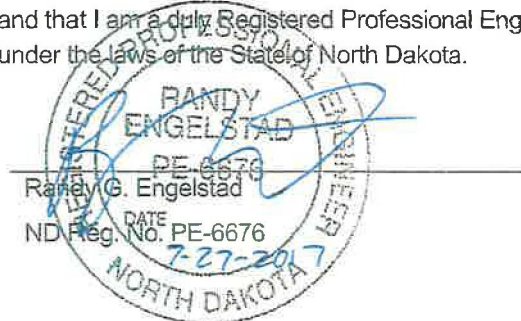


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1 INTRODUCTION.....4
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2 FLOODPROOFING REQUIREMENTS4
 2.1 BUILDING FOUNDATION AND BASEMENT SLAB4
 2.2 PIPE PENETRATIONS.....4
3 LOWER LEVEL MECHANICAL EQUIPMENT.....5
4 GEOTECHNICAL EVALUATION5

TABLES

TABLE 1: CITY HALL PIPE PENETRATIONS TABLE5

EXHIBITS

EXHIBIT 1: GRADING PLAN

APPENDICES

- APPENDIX A: STRUCTURAL SUBMITTAL**
- APPENDIX B: ARCHITECTURAL SUBMITTAL**
- APPENDIX C: MECHANICAL AND ELECTRICAL SUBMITTAL**
- APPENDIX D: GEOTECHNICAL EVALUATION SUBMITTAL**

1 INTRODUCTION

This submittal is being provided to support the preliminary application for a setback waiver associated with the proposed City Centre Lofts building project. The waiver is being required as a portion of the proposed building will be located within the Limited Disturbance Zone Setback (LDZS) and grading for the site and irrigation is proposed within the Minimum Disturbance Zone Setback (MDZS) of the Red River of the North as defined by City of Fargo Ordinance 4818.

1.1 PROJECT DESCRIPTION

Currently, Foss Architecture and Interiors is working with the property owner on the proposed City Centre Lofts project which is a three to four-story condo building with underground and above ground parking areas. The proposed City Centre Lofts project is located between 2nd Street N and 4th Street N just south of 4th Avenue N. An overall plan sheet showing the structure footprint, the MDZS, the LDZS, the floodway, the 100-foot setback from the floodway, various distances from the setback and floodway location, and the re-aligned 2nd Street N roadway and proposed sidewalk is attached to this memo.

Per the City of Fargo's Floodproof Construction Requirements, the proposed building must have a minimum lowest opening equal to the 41-foot Water Surface Elevation Inundation Area (WSEIA) of 901.80' plus 1.2 feet (hereinafter referred to as the floodproof elevation) for an elevation of 903.00. Any opening below the floodproof elevation must incorporate a structurally designed closure system to floodproof the opening to the floodproof elevation. The threshold for the lower level parking garage along 4th Avenue North is at an approximate existing elevation of 904.40 so no additional flood control features will be required at the lower level opening).

2 FLOODPROOFING REQUIREMENTS

2.1 BUILDING FOUNDATION AND BASEMENT SLAB

The building foundation has been designed for an active lateral equivalent fluid pressure of 65 pcf, as required by the City of Fargo's Floodproof Construction Requirements. See Appendix A for Structural Submittal.

The building foundation and basement slab will be waterproofed per the City of Fargo's Floodproof Construction Requirements. See Appendix B for Architectural Submittal.

The building foundation will incorporate a drain tile system as required by the City of Fargo's Floodproof Construction Requirements. See Appendix C for Mechanical Submittal.

2.2 PIPE PENETRATIONS

Mechanical and electrical pipe penetrations through the floodproofed building foundation and basement slab will be designed to meet the intent of the City of Fargo floodproofing requirements. Additional information about these penetrations can be found in the Mechanical and Electrical Submittals (Appendix C).

Pipes that penetrate the floodproofing wall/line of protection will be designed to have passive backflow prevention measures, such as flap gates or check valves, where possible. For example, the proposed storm sewer system for the site will have a flap gate installed in the manhole downstream of the underground storage system's outlet structure. This flap gate will prevent floodwaters from backing up into the underground storage system and into the building's roof drains which penetrate the line of protection. Some pipes will be provided with both passive and active backflow prevention measures (sewer service) and some will have only active measures (water services). Table 1 provides a list of pipe penetrations, their closure/backflow prevention type, their closure/backflow prevention elevation & corresponding river stage, the rainfall event at which the penetration is affected (if applicable), the action stage, and the action plan associated with the penetration.

Table 1: City Hall Pipe Penetrations Table

	Item	Closure Type	Closure Method	² Closure Elevation	Closure River Stage	Action Plan
1	Sanitary Sewer Service	Passive	Check Valve & Knife Valve	885.00	23.3	Monitor basement floor drains and close knife valve if required
2	Water Services	Active	Gate Valve	896.50	35.1	Monitor mechanical room and close gate valves if required
5	¹ Storm Sewer System	Passive	Flap Gate	895.00	33.5	Monitor water levels in sump pit. Make sure check valve is operating
6	Electrical and Communications Conduit	³ None	N/A	N/A	N/A	N/A

¹The roof drains will not be connected to the storm sewer system. The sump pump in the southwest corner of the building will be connected and be protected by a check valve and looping the pipe in the basement area to the ceiling above the floodproof elevation. A flap gate will also be installed on the manhole that the sump line discharges to.

²Closure Elevations listed in the above table are in NAVD 88. River Stages (RS) are estimated Red River Gauge heights that correspond to the given closure elevation.

³Electrical and communications conduits will either have watertight connections or be incased in concrete to a height above the site's floodproof elevation.

3 LOWER LEVEL MECHANICAL EQUIPMENT

All of the lower level mechanical equipment is located inside the floodproof perimeter and is therefore protected by the building's floodproofing measures. Additional information regarding this equipment can be found in the Mechanical Submittal (Appendix C).

4 GEOTECHNICAL EVALUATION

Since the proposed building is located within the LDZS, a global stability analysis for the structure in relation to the river is also required. Also grading will need to be performed within the MDZS to bring the building in compliance with the City of Fargo floodproofing requirements. As discussed in Section C.1.d of the project Geotechnical Evaluation Report which is attached, Braun Intertec Corporation reviewed a document titled *Fargo In-Town Levee/Floodwall Geotechnical Analysis Report* for the Fargo-Moorhead Metro Flood Risk Management Project, prepared by Barr Engineering for Houston Engineering, Inc., dated June 2013. The Barr Engineering report provided geotechnical analyses of the stability of the floodwall that was ultimately constructed on the east side of 2nd Street, about 100 feet east of the eastern side of the proposed City Centre lofts. The critical failure surfaces identified in the Barr analysis enter immediately behind the floodwall and in all cases exceed the required minimum factor of safety for the respective analysis (1.2 for Effective Stress Stability Analysis and 1.3 for Undrained Strength Stability Analysis).

Because the critical failure surfaces exist immediately behind the floodwall, the factor of safety against stability will increase as the failure surfaces move to the west towards the City Centre Lofts site. Also, there will be grade raises of 3 feet on the east side of the building reducing closer to the floodwall.

The flood proofed lower level will be supported on spread footings. In this area local stability was analyzed through general bearing capacity analyses, and found to be acceptable.

Given these considerations, it is our opinion that the construction of the City Centre Lofts at the planned location will not result in an unacceptable factor of safety against global stability failure with respect to the Red River. Additionally, the design of the flood proofed lower level is not anticipated to result in localized stability concerns in the vicinity of the building. This report is included as part of the Geotechnical Evaluation Submittal in Appendix D.

EXHIBIT 1 – GRADING DISPLAY





GRADING PLAN

DATE	11/15/2017
PROJECT	PHASE I RIVERFRONT LIVING
DRAWN BY	...
CHECKED BY	...
SCALE	AS SHOWN
PROJECT NO.	...
CLIENT	...
LOCATION	...
DESCRIPTION	...

DRAFT

FOSS
CONSULTANTS

STUDIO
ARCHITECTS

MBN
ENGINEERS

39
ENGINEERS

CITYCENTRELOFTS
DOWNTOWN FARGO
RIVERFRONT LIVING

PHASE I
FOOTINGS &
FOUNDATION/
PARKING



- 1. ALL HATCHED AREAS SHALL BE SLOPED PER DETAIL.
- 2. ALL HATCHED AREAS SHALL HAVE FINISHING PER DETAIL.
- 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARGO.
- 4. ALL CURB RAYS SHALL HAVE DETACHED WARNING PANELS INSTALLED PER DETAIL.
- 5. SLOPE OF EACH CURB RAY SHALL BE 1:1 UNLESS OTHERWISE NOTED.
- 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARGO.

LEGEND

EXISTING DRIVE
EXISTING SIDEWALK
EXISTING CURB & GUTTER
PROPOSED DRIVE
PROPOSED SIDEWALK
PROPOSED CURB & GUTTER
PROPOSED DRIVE
PROPOSED SIDEWALK
PROPOSED CURB & GUTTER

NOTES

1. ALL HATCHED AREAS SHALL BE SLOPED PER DETAIL.

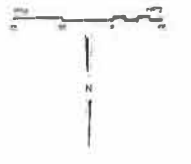
2. ALL HATCHED AREAS SHALL HAVE FINISHING PER DETAIL.

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARGO.

4. ALL CURB RAYS SHALL HAVE DETACHED WARNING PANELS INSTALLED PER DETAIL.

5. SLOPE OF EACH CURB RAY SHALL BE 1:1 UNLESS OTHERWISE NOTED.

6. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARGO.





Liberty Structural Consultants, P.C.

417 Main Avenue
Fargo, ND 58103

www.libertystructural.com
701-365-0418

Monday, July 17th 2017

Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102

RE: City Center Lofts
Flood Set Back Waiver

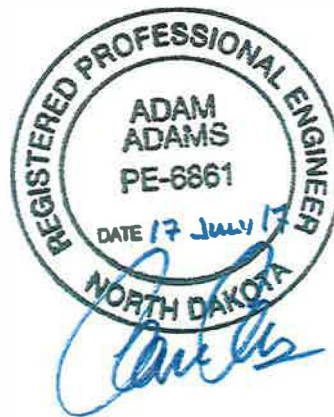
To Whom It May Concern:

LSC has provided an engineered foundation design to resist a flood load of 65 PCF, as required by the City of Fargo. We have provided a calculation that represents the design of the flood proof requirements.

Feel free to contact us if you have any questions regarding this matter.

Sincerely,
Liberty Structural Consultants, P.C.

Adam Adams PE
Principle Engineer



Encl.



July 19, 2017

Houston Engineering, Inc.
1401 21st Ave N
Fargo, ND 58102

Re: City Centre Lofts Flood Setback Waiver Process

The City Centre Lofts at 301 3rd Ave N in Fargo, ND have been designed to meet the requirements set forth in the "City of Fargo Floodproof Construction Requirements" dated April 2015. The finish floor elevation of the ground floor will be 904.5' (see Civil submittal for required floodproof elevations). Foundation walls below this elevation will be floodproofed from the footing of the basement parking garage up to an elevation of 904'. Vertical foundation walls are specified to be waterproofed with a hot fluid applied rubberized asphalt membrane. A drain tile system will connect to sump pumps located within the lower level of the building (see Mechanical submittal). The basement slab will sit over a minimum 12 mil vapor barrier. See Civil, Structural, Mechanical, Electrical and Geotechnical reports for floodproofing items pertaining to their respective disciplines.

Sincerely,
Foss Architecture & Interiors

A handwritten signature in black ink, appearing to read "Adam Peterson", is positioned above the typed name.

Adam Peterson, AIA, LEED AP
Project Architect

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of North Dakota.

A second handwritten signature in black ink, identical to the one above, is placed above a horizontal line.

Date: July 19th, 2017 Reg. No. 2490



July 23, 2017

Adam Peterson, AIA
Foss Architecture & Interiors
810 1st Ave North
Fargo, ND 58102

Subject: Mechanical and Electrical Systems
Floodproof Requirements
City Centre Lofts

Dear Adam,

We understand floodproof construction requirements are required to an elevation of 903.00' for this project. This letter describes how the mechanical and electrical systems will be designed to conform to those standards.

Plumbing:

There will be an 8" sanitary sewer pipe under the basement floor with invert at 885.00 on the north side of the building and connecting to a manhole in 4th Avenue North. Under the basement floor there are three pipes which connect to this drain. One is a 4" sanitary drain being installed under the basement floor and capped at risers next to columns for future plumbing fixtures in a planned three story multiple family building. Two other drains are connected through a sand/oil interceptor from enclosed parking garages. The drains in the basement parking garage are protected from backflow by a backwater valve and knife valve. The drains from the future ground floor parking garage are connected to the pipe downstream of the backwater valve, but upstream of the sand/oil separator.

The roof drains are proposed to be drained over the surface of the adjacent west parking lot.

There is a 6" fire water service and a 4" metered water service from 4th Avenue North. The pipes will penetrate the basement wall. These penetrations will be protected with Link-Seal or equivalent mechanical seal.

There are two sump pumps. One is located in a sump in the northeast corner of the basement and the second in the southwest corners. The drain tile connects to both sumps. The discharge pipe from each sump pump will be routed up to the underside of the precast which is 903'-2". The northwest sump will discharge into an inlet at 4th Avenue North. The southwest sump will discharge on grade to the west parking lot except during winter when it will discharge into a sanitary drain.

Mechanical:

There are two unit heaters in the garage supported from the floor. These units have vent piping to the roof for combustion. There will be gas piping to these units. There are not any connections between the heat in the basement garage and any heating systems planned for the upper floors.



There are two exhaust fans for the parking garage. A small fan is suspended near the underside of the parking garage pre-cast roof, so the bottom of the fan is at 901.00'. There is a large exhaust fan located on the roof above 903.00'.

Electrical

The main electrical service is located on the first floor which is above the flood elevation of 903.00'. The conduits for the main electrical service will enter the building below the flood line and will turn up into the first level electrical room. The below grade wall penetrations will be sealed with a mechanical seal equal to a Link-Seal product. The conduits will be run continuous from the wall penetration to above the first-floor elevation. The interior of the conduits will be sealed with a waterproofing material after the conductors have been pulled into the conduits.

The telecommunications and systems conduits for the building will enter the building below the flood elevation and will turn up into the first level electrical room. These conduits will be protected in the same manner as the electrical service conduits but will not have the interior sealed to allow future cable pulling.

The construction documents will have notes and details instructing the contractor to meet the City of Fargo floodproofing requirements.

Sincerely,

A handwritten signature in black ink that reads "Kathy Nordness". The signature is written in a cursive, flowing style.

Kathy Nordness, P.E.
Mechanical Engineer

A handwritten signature in black ink that reads "Greg Tigie". The signature is written in a cursive, flowing style.

Greg Tigie
Electrical Designer

Geotechnical Evaluation Report


Proposed City Centre Lofts
3rd Avenue & 2nd Street North
Fargo, North Dakota

Prepared for

FMI Construction, LLC

Professional Certification:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of North Dakota.


Jennifer McKinnon, PE
Project Engineer
Registration Number: PE-9482
May 23, 2017



Project B1700944

Braun Intertec Corporation



The Science You Build On.

Braun Intertec Corporation
526 10th Street NE, Suite 300
P.O. Box 485
West Fargo, ND 58078

Phone: 701.232.8701
Fax: 701.232.7817
Web: braunintertec.com

May 23, 2017

Project B1700944

Mr. Mike Skatvold
FMI Construction, LLC
404 4th Avenue North
Fargo, North Dakota 58102

Re: Geotechnical Evaluation
Proposed City Centre Lofts
3rd Avenue & 2nd Street North
Fargo, North Dakota

Dear Mr. Skatvold:

We are pleased to present this Geotechnical Evaluation Report for the proposed City Centre Lofts Apartment Complex located in the northwest quadrant of the intersection of 3rd Avenue and 2nd Street North in Fargo, North Dakota.

Thank you for making Braun Intertec your geotechnical consultant for this project. If you have questions about this report, or if there are other services that we can provide in support of our work to date, please contact Ezra Ballinger or Jennifer McKinnon at 701.232.8701 or by email at eballinger@braunintertec.com or jmckinnon@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION

A handwritten signature in blue ink that reads "Jennifer McKinnon".

Jennifer McKinnon, PE
Project Engineer

A handwritten signature in blue ink that reads "Ezra Ballinger".

Ezra Ballinger, PE
Principal - Senior Engineer



PUBLIC WORKS OPERATIONS

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

July 26, 2017

29

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

RE: Authorization to extend the 2016/2017 Highway Deicing Salt contract with Compass Minerals America Inc. for the 2017/2018 snow season.

Commissioners:

As part of the 2016/2017 Highway Deicing Salt Request for Proposal (RFP), language was included that allowed for the contract to be extended an additional two years with a maximum price increase of 3% per year.

Compass Minerals America Inc. has recently contacted Public Works staff and proposed the \$93.34 per ton contract price remain the same for the 2017/2018 snow season.

Based on a 0% price increase and past experience with Compass Minerals America Inc., staff is requesting to extend the contract under the same terms for the 2017/2018 snow season.

RECOMMENDED MOTION: I/we hereby move to extend the 2016/2017 Highway Deicing Salt contract with Compass Minerals America Inc. for the 2017/2018 snow season at a price of \$93.34 per ton.

Respectfully submitted,

Ben Dow, Director of Operations, Fargo Public Works

**PUBLIC WORKS
OPERATIONS**

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

July 26, 2017

(20)

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

RE: Authorization to extend Public Works Master Services Agreement with Kadrmas, Lee & Jackson, Inc. (dba KLJ) for two additional years

Commissioners:

As part of the 2016/2017 General Engineering and Consulting Services Request for Proposal (RFP), language was included that allows for the contract to be extended an additional two years following the expiration of the initial contract.

Based on a 0% price increase and Public Works past experience with Kadrmas Lee & Jackson, staff is requesting to extend the contract under the same terms for two additional years.

RECOMMENDED MOTION: I/we hereby move to extend Public Works Master Services Agreement with Kadrmas, Lee & Jackson, Inc. (dba KLJ) for two additional years with no change in pricing.

Respectfully submitted,



Ben Dow
Director of Operations
Fargo Public Works

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**
(Contract Renewal)

THIS IS AN AGREEMENT effective as of June 6th, 2017 ("Effective Date") between the City of Fargo, North Dakota, a municipal corporation ("Owner"), and KLJ, 3203 32nd Avenue South, Suite 201, Fargo, ND 58103 ("Engineer").

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A, "Engineer's Services."
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein, in Exhibit B, "Owner's Responsibilities," and in each Task Order.

- B. Owner shall compensate Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 2 year(s) from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking), then Owner and Engineer shall, prior to commencement of final design services, develop a schedule for performance of Engineer's remaining services in order to sequence and coordinate properly such services as are applicable to the work under such separate Construction Contracts. This schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Engineer's services or compensation under the Task Order, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 - OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit: Not Used.*

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:* Engineer and Owner shall comply with applicable Laws and Regulations.
 - 1. Prior to the Effective Date of each Task Order, Owner shall provide to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under such Task Order. Engineer shall comply with such policies and procedures pursuant to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 2. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of such Task Order. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not

to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.

- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (FJCDC C-700, 2007 Edition) unless both parties mutually agree in a Task Order to use other General Conditions.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by Engineer.
- L. While at a Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been itemized and expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, shop drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be in any way connected to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. At all times when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project.
- B. At all times when any Task Order is under performance, Owner shall procure and maintain insurance as set forth in Exhibit G.

- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services under any Task Order and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project shall contain provisions to the effect that Engineer's and Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.05 *Suspension and Termination*

A. *Suspension*

- 1. *By Owner:* Owner may suspend a Task Order upon seven days written notice to Engineer.
- 2. *By Engineer:* If Engineer's services are substantially delayed through no fault of Engineer, then Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order.

B. *Termination:* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party.
 - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
- a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents. at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law:*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Specific Project is located.

6.07 *Successors, Assigns, and Beneficiaries:*

- A. Owner and Engineer each is hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

6.08 *Dispute Resolution:*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to involving the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site:*

- A. With respect to each Task Order, Specific Project, and Site:
 - 1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
 - 2. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

3. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
4. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause on 30 days' notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable costs, losses, and damages arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

(ii) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to a Specific Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of each particular Specific Project.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 - DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following provisions:
1. *Addenda*: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
 2. *Additional Services*: Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.
 3. *Agreement*: This "Agreement between Owner and Engineer for Professional Services-Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.
 4. *Application for Payment*: The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 5. *Asbestos*: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 6. *Basic Services*: Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.
 7. *Bid*: The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 8. *Bidding Documents*: The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
 9. *Change Order*: A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
 10. *Constituent of Concern*: Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et

seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. *Construction Agreement*: The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.
12. *Construction Contract*: The entire and integrated written agreement between Owner and Contractor concerning the Work.
13. *Construction Cost*: The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
14. *Consultants*: Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
15. *Contract Documents*: Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
16. *Contract Price*: The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
17. *Contract Times*: The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
18. *Contractor*: The entity or individual with which Owner has entered into the Construction Contract.
19. *Correction Period*: The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
20. *Defective*: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval

referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

21. *Documents*: Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
22. *Drawings*: That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.
23. *Effective Date of the Construction Agreement*: The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Effective Date of the Agreement*: The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
25. *Effective Date of the Task Order*: The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
26. *Engineer*: The individual or entity named as such in this Agreement.
27. *Field Order*: A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
28. *General Conditions*: That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.
29. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
30. *Laws and Regulations; Laws or Regulations*: Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
31. *Owner*: The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any construction contracts concerning the Project.
32. *PCBs*: Polychlorinated biphenyls.
33. *Petroleum*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds

per square inch absolute), such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*: The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Radioactive Materials*: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Record Drawings*: The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
37. *Reimbursable Expenses*: The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in Exhibit C.
38. *Resident Project Representative*: The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR agreed to by Owner. The duties and responsibilities of the RPR will be as set forth in each Task Order.
39. *Samples*: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Shop Drawings*: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
41. *Site*: Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.
42. *Specifications*: That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
43. *Specific Project*: An undertaking of Owner as set forth in a Task Order.
44. *Subcontractor*: An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at a Site.
45. *Substantial Completion*: The time at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the

Contract Documents, so that the Work can be utilized for the purposes for which it is intended.

46. *Supplementary Conditions*: That part of the Contract Documents which amends or supplements the General Conditions.
47. *Supplier*: A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Task Order*: A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
49. *Total Project Costs*: The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
50. *Work*: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by those Contract Documents.
51. *Work Change Directive*: A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits*

Attachment 1, Task Order Form (Template)

Exhibit A, Engineer's Services

Exhibit B, Owner's Responsibilities

Exhibit C, Payments to Engineer for Services and Reimbursable Expenses

Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Exhibit E, Notice of Acceptability of Work

~~Exhibit F, Construction Cost Limit~~ – Not Included.

Exhibit G, Insurance

Exhibit H, Dispute Resolution

Exhibit I, Limitations on Liability

~~Exhibit J, Special Provisions~~ – Not Included.

Exhibit K, Amendment to Task Order (Form)

8.02 *Total Agreement*

A. This Agreement (together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format provided in Exhibit K to this Agreement, "Amendment to Task Order."

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Task Order shall likewise designate representatives of the two parties.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

ENGINEER:

By: _____

By: 

Name: _____

Name: Barry Schuchard

Dr. Tim Mahoney

Title: Mayor

Title: Chief Production Officer

Date
Signed: _____

Engineer License or
Firm's Certificate No. PE-3114

Attest: _____
Steve Sprague

State of: North Dakota

Title: City Auditor

Date
Signed: _____

Date
Signed: 6/22/2017

Address for giving notices:
402 23rd Street N.
Fargo, North Dakota
58102

Address for giving notices:
4585 Coleman Street
Bismarck, North Dakota 58503

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Title: _____

Phone
Number: _____

Email
Address: _____

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Cassie McNames

Title: Project Manager

Phone
Number: 701-241-2317

Email
Address: Cassie.McNames@kjeng.com

SUGGESTED FORM OF
TASK ORDER

This is Task Order
No. _____, consisting of
_____ pages.

Task Order

Example Task Order Form

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services, dated June 6, 2017 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: _____

B. Description: _____

2. Services of Engineer

[Incorporate applicable text or paragraphs from Exhibit A, Schedule of Engineer's Services -- either by Reference or by insertion here. Incorporate Exhibits D and/or F if applicable -- either by reference or by insertion here. Supplement or modify as needed for this specific Task Order.]

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:

4. Times for Rendering Services

Phase	Completion Date
_____	_____
_____	_____
_____	_____

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follow:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
Basic Services: Study and Report Phase	TBD	
Basic Services: Preliminary Design Phase	TBD	
Basic Services: Final Design Phase	TBD	
Basic Services: Bidding or Negotiating Phase	TBD	
Basic Services: Construction Phase	TBD	
Basic Services: Post-Construction Phase	TBD	
Additional Services	TBD	

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants:

7. Other Modifications to Agreement:

8. Attachments:

9. Documents Incorporated By Reference:

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:

ENGINEER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Email
Address: _____

Email
Address: _____

Phone
Number: _____

Phone
Number: _____

Fax: _____

Fax: _____

This is **EXHIBIT A**, consisting of 10 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 6th, 2017.

Engineer's Services

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. The Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for a Specific Project and available data.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Exhibit B, and, if requested, assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate the number of alternate solutions available to Owner for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for a Specific Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. The Report will be accompanied by Engineer's opinion of Total Project Costs for each solution which is so recommended for a Specific Project with each component separately itemized, including the following, which will be separately itemized:
 - a. opinion of probable Construction Cost,
 - b. allowances for contingencies and for the estimated total costs of design, professional, and related services provided by Engineer and,
 - c. on the basis of information furnished by Owner, allowances for other items and services included within the definition of Total Project Costs.
6. Furnish the number of review copies of the Report to Owner within the time period set forth in the Task Order and review it with Owner.
7. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the Owner within the time period set forth in the Task Order.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Owner.

PART 2 - DESIGN ACTIVITIES

A1.02 Preliminary Design Phase

- A. Engineer shall on the basis of the above acceptance, selection, and authorization:
 - 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.
 - 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 - 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 - 4. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, which will be itemized as provided in the Study and Report Phase Services section above.
 - 5. Furnish the Preliminary Design Phase documents to and review them with Owner.
 - 6. Submit to Owner the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Task Order.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to Owner.

A1.03 Final Design Phase

- A. Engineer shall:
 - 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Where appropriate, prepare Specifications in general conformance with the format of the Construction Specifications Institute.
 - 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.
 - 3. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, itemized as provided in the Study and Report Phase Services section above.

4. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related documents.
 5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner within the time period set forth in the Task Order.
 6. Prepare for, coordinate with, participate in, and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and perform or furnish services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the required submittals have been delivered to Owner.

PART 3 - BIDDING AND NEGOTIATION

A1.04 Bidding or Negotiating Phase

- A. The Engineer shall:
1. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 4. Prepare additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions below regarding additional compensation for an excessive number of such substitute or "or equal" submittals.
 6. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for the Work.
 7. Assist Owner with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 8. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

PART 4 - CONSTRUCTION AND COMMISSIONING

A1.05 Construction Phase

- A. Engineer shall provide the following services:
 - 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
 - 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Task Order and in Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 - 3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Paragraph B2.01.0.
 - 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 - 5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - 6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 - 7. *Visits to Site and Observation of Construction:* In connection with observations of Work in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Task Order and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations,

Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site of the Specific Project, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
 9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
 10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
 11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to any provisions below regarding additional compensation for evaluation of such substitute or "or equal" submittals.
13. *Inspections and Tests*: Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance or progress of the Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief: the Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in Paragraph A1.05.A.15.a are expressly subject to the limitations set forth in Paragraph A1.05.A.15.b and other express or general limitations in this Agreement and elsewhere.
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or

programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review and transmit to Owner maintenance and operating instructions, schedules guarantees, bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided above.
 17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 18. *Final Notice of Acceptability of the Work:* Conduct a final payment inspection to determine if the completed Specific Project of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
 19. *Defective Work:* Together with Owner, visit the Site to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if any.
 20. *Correction Period:* Together with Owner or Owner's representative, visit the Site within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Task Order, Construction Phase services may be rendered at different times in respect to the separate contracts.

A1.06 *Commissioning Phase*

A. Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
3. Prepare operation and maintenance manuals.
4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

PART 5 - OTHER SERVICES

A2.01 *For each Task Order, consider the inclusion of the following possible services:*

A. Engineer shall:

1. Prepare applications and supporting documents for private or governmental grants, loans or advances in connection with a Specific Project; prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
2. Provide services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
3. Provide renderings or models for Owner's use.
4. Undertake investigations and studies including, but not limited to, detailed consideration of operations, maintenance and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assist in obtaining financing for a Specific Project; evaluate processes available for licensing, and assist Owner in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by Owner.
5. In addition to baselines and benchmarks, provide more extensive construction surveys and staking to enable a Contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property; and provide other special field surveys.
6. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
7. Prepare to serve or serve as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to a Specific Project.

PART6 - ADDITIONAL SERVICES REQUIRING AMENDMENT TO TASK ORDER

A2.02 Additional Services Requiring an Amendment to Task Order

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. The Task Order shall be amended to reflect the inclusion of such Additional Services. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
1. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A.1.01.A.4.
 2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 3. Providing Construction Phase services beyond the Contract Times set forth in the Task Order.
 4. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner, subject to the terms of Paragraph 6.01.F of the Agreement.
 5. Overtime work requiring higher than regular rates.
 6. Other services proposed to be performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. The Task Order shall be amended to reflect the inclusion of such Additional Services.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of any Construction Contract in evaluating and determining the acceptability of a proposed substitution, whether approved or not; evaluation and determination of an excessive number of proposed "or equals" or substitutions whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services in connection with any partial utilization of any part of the Work on a Specific Project by Owner prior to Substantial Completion.
6. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
7. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program enacted or provided to Engineer subsequent to the Effect Date of the Task Order that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
8. Evaluation of an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 6th, 2017.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of the Specific Project.
- C. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, furnish or otherwise make available such additional Specific Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Site and adjacent areas.
 - 6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Task Order.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in the Task Order as required.

- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Task Order.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer for the Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Specific Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Specific Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Specific Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Specific Project as Owner requires, a Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose a Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling and legal advice) for Owner so that Engineer may assist the Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work of the Specific Project designed or specified by Engineer, designate in the Task Order a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors. Define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Site.

- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work for the Specific Project with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by any independent testing laboratory, if Engineer is required to review such documents.
- R. Inform Engineer of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services:

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 6th, 2017.

Payments to Engineer for Service and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 - OWNER'S RESPONSIBILITIES

C2.01 Method of Payment

A. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:

1. Method A: Lump Sum
2. Method B: Standard Hourly Rates

C2.02 Explanation of Methods

A. Method A - Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B - Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendix 1.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Appendix 1 to this Exhibit C which shall be adjusted annually (as of January 1st) to reflect equitable changes in the rates.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, as listed in the Reimbursable Expenses Schedule provided as Appendix 1 for each Task Order.

C2.04 *Serving as a Witness*

- A. Unless compelled to testify by subpoena or other court order, in which case no compensation or payment shall be owed by Owner, the rate may be negotiated for services performed by Engineer's employees as an expert witness giving testimony in any litigation, arbitration, or other legal or administrative proceeding under Paragraph A.2.01.A.21. Compensation for Consultants for such services will be by reimbursement of Consultants' charges to Engineering for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1** to **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services** dated June 6th . 2017.

Standard Hourly Rates and Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Standard Hourly Rates and Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates for reimbursable expenses will be provided with each respective Task Order.



RATE SHEET

KLJ STANDARD RATES – CITY OF FARGO			
KLJ Staff Type	2016 Rate	2017 Rate	2018 Rate
Archaeologist I	\$65.00	\$67.50	\$70.00
Archaeologist II	\$75.00	\$77.75	\$80.50
Archaeologist III	\$102.00	\$105.75	\$109.50
CADD Technician I	\$82.00	\$85.00	\$88.00
CADD Technician II	\$88.00	\$91.25	\$94.50
CADD Technician III	\$100.00	\$103.50	\$107.25
Engineer I	\$94.00	\$97.50	\$101.00
Engineer II	\$104.00	\$107.75	\$111.75
Engineer III	\$136.00	\$141.00	\$146.00
Engineer IV	\$190.00	\$196.75	\$203.75
Principal Engineer	\$250.00	\$258.75	\$268.00
Engineering Technician I	\$84.00	\$87.00	\$90.25
Engineering Technician II	\$96.00	\$99.50	\$103.00
Engineering Technician III	\$106.00	\$109.75	\$113.75
Environmental Planner I	\$78.00	\$80.75	\$83.75
Environmental Planner II	\$85.00	\$88.00	\$91.25
Environmental Planner III	\$102.00	\$105.75	\$109.50
Environmental Planner IV	\$142.00	\$147.00	\$152.25
Environmental Technician	\$65.00	\$67.50	\$70.00
GIS Analyst I	\$72.00	\$74.75	\$77.50
GIS Analyst II	\$80.00	\$83.00	\$86.00
GIS Analyst III	\$116.00	\$120.25	\$124.50
GIS Technician	\$62.00	\$64.25	\$66.50
Government Relations Specialist I	\$78.00	\$80.75	\$83.75
Government Relations Specialist II	\$102.00	\$105.75	\$109.50
Government Relations Specialist III	\$150.00	\$155.25	\$160.75
Landscape Architect I	\$85.00	\$88.00	\$91.25
Landscape Architect II	\$106.00	\$109.75	\$113.75
Landscape Architect III	\$120.00	\$124.25	\$128.75
Planner I	\$96.00	\$101.00	\$106.00
Planner II	\$142.00	\$147.00	\$152.00
Planner III	\$194.00	\$199.00	\$204.00
Planner IV	\$210.00	\$215.00	\$220.00
Project Assistant I	\$62.00	\$64.25	\$66.50
Project Assistant II	\$78.00	\$80.75	\$83.75
Project Assistant III	\$88.00	\$91.25	\$94.50
Right-of-Way Agent I	\$74.00	\$76.75	\$79.50
Right-of-Way Agent II	\$106.00	\$109.75	\$113.75
Right-of-Way Agent III	\$116.00	\$120.25	\$124.50
Structural Engineer I	\$85.00	\$88.00	\$91.25
Structural Engineer II	\$96.00	\$99.50	\$103.00
Structural Engineer III	\$136.00	\$141.00	\$146.00
Structural Engineer IV	\$153.00	\$158.50	\$164.25
Survey Technician	\$68.00	\$70.50	\$73.00
Surveyor I	\$78.00	\$80.75	\$83.75
Surveyor II	\$102.00	\$105.75	\$109.50
Surveyor III	\$112.00	\$116.00	\$120.25
Survey IV	\$170.00	\$176.00	\$182.25
Visual Designer	\$96.00	\$99.50	\$103.00

FOSS ARCHITECTURE AND INTERIORS – EFFECTIVE
JANUARY 1, 2016

Foss Staff Type	Rate
Principal-in-Charge/Project Manager	\$165.00
Senior Project Architect	\$115.00
Project Architect	\$90.00
Intern/Drafter	\$70.00
Interior Designer	\$90.00
Cost Estimator/Specifier	\$135.00
Construction Inspector/Construction Manager	\$95.00
Clerical	\$75.00

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 6th, 2017.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, by the RPR, supervise, direct, or have control over Contractor's work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A1.05 of Exhibit A as incorporated in the Task Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
 - 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor.
 - RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, and assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.

- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:*

- a. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to assist in determining Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work. (See Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work.
5. Advise on, issue directions regarding, or assume control over security safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy a Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 6th, 2017.

Notice of Acceptability of Work

PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTNE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

By: _____

Title: _____

Dated: _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of Engineer.
3. Said Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under Engineer's Agreement with Owner and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 6th 2017.

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 *Insurance*

- A. The limits of liability for the insurance required by Paragraphs 6.04.A and 6.04.B of the Agreement are provided on the attached certificate(s) of insurance:

CERTIFICATE OF INSURANCE

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	
COMPANY A LETTER	
COMPANY B LETTER	
INSURED	COMPANY C LETTER
COMPANY D LETTER	
COMPANY E LETTER	

COVERAGES
 THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION, AND CONDITION OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE <input type="checkbox"/> <input type="checkbox"/>				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MED. EXPENSE (ANY ONE PERSON) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				CSL \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYER LIABILITY				STATUTORY \$ (EACH ACCIDENT) \$ (DISEASE-POLICY LIMIT) \$ (DISEASE-EACH EMPLOYEE)
A	OTHER PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> ARCHITECTS AND ENGINEERS <input type="checkbox"/>				\$2000000 LIMIT EACH CLAIM AND \$2000000 IN THE AGGREGATE.

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER City of Fargo 200 3rd Street N. Fargo, ND 58102-4809	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
ACORD 25-S (1/95)	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

OP ID AD

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDR INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X					EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$ 1,000,000	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS							\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$	
								\$	
A	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$ 4,000,000	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 4,000,000	
	DEDUCTIBLE							\$	
	RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A				WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>					E.L. EACH ACCIDENT	\$	
	If yess, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
CITFA01	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Fargo 200 3rd Street N, PO Box 2083 Fargo ND 58107-2083	AUTHORIZED REPRESENTATIVE



**North Dakota
Workforce Safety
& Insurance**
Putting Safety to Work

**CERTIFICATE OF
PREMIUM PAYMENT**
WORKFORCE SAFETY & INSURANCE
EMPLOYER SERVICES
SFN 4920 (04/2007)

1600 EAST CENTURY AVENUE, SUITE 1
PO BOX 5585
BISMARCK ND 58506-5585
Telephone 1-800-777-5033
Toll Free Fax 1-888-786-8695
TTY (hearing impaired) 1-800-366-6888
Fraud and Safety Hotline 1-800-243-3331
www.WorkforceSafety.com

Employer Account Number:

Issued Date:

Expiration Date:

CERTIFICATE OF PREMIUM PAYMENT

This is to certify that North Dakota Workers Compensation coverage is effective for the employer named on this certificate. Employees of the named employer are entitled to apply for the rights and benefits of Workforce Safety and Insurance(WSI).

Coverage under this certificate extends to North Dakota based employers for their North Dakota exposure. Limited coverage extends beyond the physical boundaries of North Dakota. Contact the Policyholder Services Department of WSI at 1-800-777-5033 for further information on coverage issues or to inquire into the status of the holder of this certificate.

North Dakota Century Code § 65-04-04 requires that each employer post this Certificate of Premium Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement.

A Certificate of Premium Payment may be revoked for failure to make required premium payments.

Class	Classification Description
5603 5603X 8805	Consulting Engineers Optional Coverage Clerical Office Employees

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 6th, 2017.

Dispute Resolution

Paragraph 6.08 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process should be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 6th, 2017.

Limitations of Liability

16.10.A *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project or Task Order, or this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, agents, employees, or Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages.* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of paragraph 6.10 the Engineer and Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project, Task Order, or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
3. *Agreement Not to Claim for Cost of Certain Change Orders:* Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer for each Task Order under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders on a Specific Project.
4. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself),

including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer** for **Professional Services** dated June 6th, 2017.

AMENDMENT TO TAKS ORDER

Amendment to task order No. _____

1. Background Data:

- a. Effective Date of Task Order Agreement:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Nature of Amendment

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Task Order

3. Description of Modifications

Attachment 1, "Modifications"
[List other Attachments, if any]

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

OWNER:

ENGINEER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____



31

July 26, 2017

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of their selection of Iowa Rotocast Plastics Inc. to provide fourteen (14) mobile condiment carts for the food and beverage department here at FARGODOME.

Through a competitive RFP process, and upon review of submissions, at their meeting on Tuesday, July 25, 2017, the Fargo Dome Authority voted to award this project to the low proposal, Iowa Rotocast Plastics, Inc. for \$2,440 per unit and a total purchase price, with shipping, of \$35,347.50.

A copy of the responses are attached for reference. This project is budgeted within the 2017 FARGODOME Capital Expenditure Budget previously approved by both the Fargo Dome Authority and the Fargo City Commission.

Requested Motion: To approve the proposal of \$35,347.50 by Iowa Rotocast Plastics, Inc. as accepted by the Fargo Dome Authority, at their meeting on July 25, 2017.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

Attachment

IOWA ROTOCAST PLASTICS INC. - QUOTE

COMPANY: FargoDome / Kacie Erickson

DATE: 7/7/2017

DESCRIPTION: Mobile Condiment Cart - Precision Series. Includes stainless counter top, ice well, casters, logo.

LEAD TIME: 2-4 weeks from receipt of PO / art approval.

PRICING:

UNIT	QTY	COST (ea)
Precision Series Condiment cart (no sneeze guard)	14	\$2440
Product total		\$34,160
S/H		\$1187.50
Tax		n/a
Total		\$35,347.50

Quote subject to review after 14 days.

We thank you for the opportunity to earn your business.

To proceed with order please sign, date and return with your PO #.

Signed _____ PO _____ Date _____



IOWA ROTOCAST PLASTICS, INC.

1712 MOELLERS DRIVE, PO BOX 320 • DECORAH, IA 52101 • 563-382-9636 • 800-553-0050 • WWW.IRPINC.COM

IRPINC



Quote

05/22/2017

Project:
 Fargo Dome - Condiment carts

From:
 Carts of Colorado
 5420 S. Quebec St.
 Suite 204
 Greenwood Village, CO
 80111-1902
 (303)329-0101
 (303)329-0101 206 (Contact)

Item	Qty	Description	Sell	Sell Total
1	12 ea	CONDIMENT CART Carts of Colorado Model No. CONDIMENT CART Condiment cart to measure 36.4" long x 34.3" deep x 34" high. Cart to have a stainless steel countertop. Metal tubular frame body construction with metal exteriors that have applied vinyl graphics. Cart to have heavy duty casters, two (2) rigid and two (2) swivel with brake, stainless steel corner trim and a black rubber caster skirt. Operator side of the cart to have a open storage with an adjustable shelf.	\$2,834.55	\$34,014.60
			ITEM TOTAL:	\$34,014.60
2	1 ea	DISCOUNT Carts of Colorado Model No. QUANTITY DISCOUNT 5% discount for order of more than 10 at one time.	-\$1,555.59	-\$1,555.59
			ITEM TOTAL:	-\$1,555.59
3	1 ea	ESTIMATED FREIGHT FREIGHT Model No. ESTIMATED FREIGHT ESTIMATED FREIGHT: WE CANNOT GUARANTEE THIS RATE DUE TO CURRENT ECONOMIC CONDITIONS. Estimated freight is based on one (1) truck load shipment with blanket wrapped equipment quoted to Fargo, North Dakota. FREIGHT QUOTE IS ONLY GOOD FOR 30 WORKING DAYS. THE FINAL INVOICING MAY HAVE AN ADDITIONAL FUEL SURCHARGE.	\$2,084.00	\$2,084.00
			ITEM TOTAL:	\$2,084.00
			Total	\$34,543.01

Carts of Colorado

05/22/2017

All prices are in U.S. dollars. Carts of Colorado Terms and Conditions Credit Terms: All credit cards will be charged a 3% convenience fee. New customers 50% progress payment required. Upon credit approval net due 30 days. Any charges unpaid after 30 days will receive 1.5 % per month finance charge. Any charges out-standing after 90 days from the date of delivery are subject to collection or arbitration expenses, attorney's fees and the court cost will be borne by the purchaser. All custom orders require a minimum progress payment of 50% at time of purchase agreement. Some orders may require a personal guaranty of payment depending on credit history and dollar size of order. Lead Time: To meet your ship date, the acceptance of order - sign off on CAD drawing and progress payment must be received as soon as possible as our lead times are generally 4-8 weeks after sign off and progress payment. Artwork: Artwork must be camera ready - black & white slick sheets or disc per our specifications. Approvals: Unless otherwise stated, it is the customer's responsibility to check all building, vending, local health, fire and any other agencies codes before ordering. Rush Charges: Rush charges may apply to meet customer required delivery dates; all rush charges that we incur from vendors on the customers' behalf will be charged. Design Changes: Customer initiated design changes may result in additional charges and longer lead times. Assembly: Units that require assembly (not just "roll-off & use") must be a supervised setup by a Carts of Colorado representative, or the warranty is null & void. Taxes: The customer is responsible for all taxes, includes sales and use tax, or must provide sufficient documentation of any exemptions. Sales tax will be applied at final invoicing. Storage Charges: Any product left in or warehouse after four weeks from designated ship date will be subject to a daily storage charge. Payment of product is due within thirty days of completion. Warranty: Material and workmanship for twelve (12) months after delivery of goods. Note: Most products are mobile units - it is the customer's responsibility to secure on site to prevent rolling and damage to the unit. Note: Any unsupervised setup performed by buyer may void warranty. All buyout equipment will carry the original manufacturers' warranty. Cancellation: all custom orders are non cancellable and are subject to a substantial cancellation fee. Deposits may be forfeited. Freight: FOB factory. Freight must be inspected for damage immediately upon receipt (concealed and otherwise). All freight damage must be reported to the freight carrier without delay. A failure to report damage on a timely basis to the freight carrier may result in denial of the claim. Goods damaged by a freight carrier are the responsibility of the carrier. Delivery: customer is responsible to insure unit(s) can be properly delivered to the desired location. Customer is responsible to insure doorway, ceiling heights, elevator openings, dock clearances, etc. will allow for the proper delivery and use of unit. Carts of Colorado Artwork Specification Digital Prints Scanned artwork should be provided at a minimum of 300 DPI at 100% (if possible, a higher resolution is preferred). Acceptable file formats in PC format only are: Tagged Image Format File (TIFF) Applied Graphics We have the capacity to accept the following vector file types in PC format only: Adobe Illustrator (AI) Encapsulated PostScript (EPS) CorelDraw (CDR) Menu Boards Menu copy should be submitted by email, fax or hard copy along with graphics. Submitting Artwork When emailing artwork, please include company name and job number in the subject line of your email. Please provide a color printout (proof) of your artwork as you intend it to be reproduced. For proper color reproduction/matching, indicate any items you intend to use as an exact color proof. When working with solid colors, please specify them in your files using a PMS number. The closest CMYK, 4 color match will be printed.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$34,543.01



Lakeside 70550 Gray Sand Condi-Express 6 Pump Dual Height Condiment Cart

Item #: 48070550GS MFR #: 70550 GRAY SAND



Only

\$4,890.00/Each

- ✓ Manual pumps eliminate the need for bulky CO2 canisters
- ✓ Dual height design
- ✓ Pumps use 1.5 gal. sealed condiment pouches
- ✓ Stainless steel welded base with sliding doors for easy access
- ✓ Light gray laminate top
- ✓ (4) 5" swivel casters with cushion treads, two with brakes
- ✓ Includes 6 condiment pumps

400011793852

New

Shipping:

Special Order ?

UPC Code:

Condition:



SPECS

Length	59 Inches
Width	25 Inches
Height	50 Inches

Countertop Height	31 - 36 1/2 Inches
Color	Gray
Material	Laminate
	Stainless Steel
Number of Pumps	6
Style	Enclosed

Details

This Lakeside 70550 gray sand Condi-Express 6 pump dual height condiment cart offers versatility and easy of sanitation in a convenient, mobile cart! Use this cart in your cafeteria or school lunch room to provide all of your customers' favorite condiments in one accessible spot.

Using a condiment serving cart removes the condiment dispensers from your serving counter, relieving congestion in high-volume serving areas. It also provides a clean and convenient manner of service for all sorts of condiments, from ketchup to relish and more. Also, since this cart utilizes 1.5 gallon vacuum sealed condiment pouches, you can eliminate waste and prevent contamination at the same time. Easy-to-adjust portion control allows you to reduce yield in 1/4 oz. increments to prevent waste.

This cart features a welded stainless steel base with sliding doors that allow easy access to the interior of the cabinet without impeding nearby traffic. The easy-to-use hand pumps eliminate the need for electricity, refrigeration, or bulky CO2 canisters, reducing energy and labor costs associated with condiment dispensing. A gray laminate top provides a polished look, and 5" swivel casters, two with brakes, allow you to move your cart easily and then lock it in place for serving.

This cart offers a 6 pump design, which means that you can serve up to 6 condiments at one time. Plus, its dual height counters make condiments accessible to students of all ages. This dual height condiment cart features one 36 1/2" high counter which holds three condiment pumps, along with one 31" high counter which also holds 3 condiment pumps.

Overall Dimensions:

Length: 59"

Width: 25"

Height: 50"

This Item Ships via Common Carrier. For more information and tips to help your delivery go smoothly, click [here](#).

Because this item is not stocked in our warehouse, processing, transit times and stock availability will vary. If you need your items by a certain date, please contact us prior to placing your order. Expedited shipping availability may vary. We cannot guarantee that this item can be cancelled off of the order or returned once it is placed.



This item was made in the United States of America.

Other Products from this Line





32

July 26, 2017

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of their selection of Scenic Sign Corp to perform the services to retrofit the east side exterior "FARGODOME" sign to LED lighting.

Through a competitive RFP process, and upon review of all submissions, the Fargo Dome Authority voted to award this project to the low proposal, Scenic Sign Corp., at their meeting on Tuesday, July 25, 2017.

A copy of the RFP responses are attached for reference. This project is budgeted within the 2017 FARGODOME Capital Expenditure Budget previously approved by both the Fargo Dome Authority and the Fargo City Commission. The construction timing of this project will be from August through September of 2017.

Requested Motion: To approve the proposal of \$27,895 by Scenic Sign Corp. as accepted by the Fargo Dome Authority, at their meeting on July 25, 2017.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

Attachment



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

PROPOSAL
Proposal #: 18268

Proposal Date: 07/13/17
Customer #: 1387
Page: 1 of 4

SOLD TO:	JOB LOCATION:
FARGODOME 1800 N. UNIVERSITY DR FARGO ND 58102	FARGODOME 1800 N. UNIVERSITY DR FARGO ND 58102 REQUESTED BY: ROB SOBOLIK

SCENIC SIGN CORPORATION (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #15058A REPLACE EXISTING NEON WITH RED L.E.D.S, DISPOSAL OF NEON INCLUDED. QUOTE BASED ON RETROFITTING WORK TO BE DONE ON SITE AND USING (1) STROKE OF LEDs. SCOPE OF WORK: #1-COORDINATE WITH ELECTRICAL CONTRACTOR CHOSEN BY FARGODOME TO DISCONNECT POWER TO ALL SIGN COMPONENTS (APPROXIMATELY 16) OF EXTERIOR SIGN. #2-REMOVE ALL NEON TRANSFORMERSFROM INTERIOR OF THE BUILDING. #3- REMOVE EACH SIGN COMPONENT FROM THE EXTERIOR OF THE BUILDING. #4- REMOVE AND DISPOSE OF ALL NEON TUBING IN EACH SIGN COMPONENT. #5- RETROFIT EACH SIGN COMPONENT WITH (1) STROKE OF OUTDOOR GRADE RED LED. #6- REINSTALL EACH SIGN COMPONENT ON THE EXTERIOR OF THE BUILDING. #7- COORDINATE WITH ELECTRICAL CONTRACTOR CHOSEN BY FARGODOME TO CONNECT POWER TO ALL COMPONENTS OF THE EXTERIOR SIGN. #8- ALL WORK WILL OCCUR WITH MINIMAL INTERRUPTION TO FARGODOME EVENT SCHEDULE. #9- WORK TO BE COMPLETED ACCORDING TO FARGODOME SCHEDULE BETWEEN AUGUST 7, 2017 AND SEPTEMBER 15, 2017.	\$27,895.00	\$27,895.00
		SUB TOTAL:	\$27,895.00
		ESTIMATED SALES TAXES:	\$0.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$27,895.00

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION
 (INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE PRIMARY ELECTRICAL SUPPLY AND CONNECTION. PERMIT AND ENGINEERING FEES AS REQUIRED BY GOVERNMENT WILL BE ADDED AT ACTUAL COST PLUS PROCUREMENT FEE. STATE SALES TAX IS INCLUDED UNLESS SPECIFICALLY STATED OTHERWISE.

A FEE FOR DISPOSAL OF HAZARDOUS WASTE CONTAINED IN SIGNS AND MATERIALS REMOVED FROM CUSTOMER'S PROPERTY WILL BE ADDED TO THE FINAL INVOICE.

COMPANY INITIALS

CUSTOMER INITIALS _____



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

PROPOSAL

Proposal #: 18268

Proposal Date: 07/13/17
Customer #: 1387
Page: 2 of 4

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Company shall not be responsible for errors in plans, designs, specifications or drawings furnished by PURCHASER or for defects caused thereby.
2. A. The company agrees to secure all necessary governmental permits. The purchaser agrees to secure all necessary permits from the building owner and/or others whose permission is required for the installation of this display and he assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the display or by reason of it being on or attached to the premises. Purchaser agrees to secure all necessary permission for use of all registered trademarks or copyrights used on the display.
2. B. All necessary electrical wiring, outlets and connections to the display from the building meter and/or fuse panel will be properly fused and installed, at the expense of the Purchaser.
2. C. INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK OR OTHER UNFORESEEABLE FOUNDATION CONDITIONS ARE ENCOUNTERED; ADDITIONAL CHARGES WILL BE INCURRED IF THESE CONDITIONS EXIST.
2. D. ALL PRIVATE UNDERGROUND UTILITIES IN THE AREA OF EXCAVATION ARE TO BE MARKED BY THE CUSTOMER, AT THEIR EXPENSE, PRIOR TO EXCAVATION. SCENIC SIGN CORPORATION SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES RELATED TO THE STRIKING OF ANY UNMARKED PRIVATE UTILITIES, OR DAMAGES TO ANY PERSON, BUSINESS OR PROPERTY AS A RESULT OF THIS EXCAVATION, INCLUDING BUT NOT LIMITED TO ELECTRICAL, IRRIGATION, GAS, SURVEILLANCE OR ANY OTHER UNDERGROUND UTILITY.
3. Company warrants the display against defective workmanship in construction and assembly for one (1) year from date of shipment or installation, if installation is made by Company. Additionally, Company will replace defective components manufactured by others for one (1) year from date of shipment or installation by Company, unless specifically stated otherwise, for normal labor and travel charges only. Any part found by Company to be defective due to faulty workmanship or materials, if returned prepaid, within the warranty period, will be repaired or replaced f.o.b. point of production. Company shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there is any circumstance on which a claim might be based, Company must be informed immediately or the provisions of this warranty are voided.
4. Any items not shipped or installed on or before 60 days from contract date will be invoiced in full at the designated unit price, and PURCHASER hereby agrees to pay said invoice per above items. It is agreed that storage charges shall accrue at the rate of one percent (1%) per month of the price of the display commencing at the end of said 60-day period. Company, at its option, may invoice each item called for in the proposal separately upon completion, or, if for reasons beyond its control completion is delayed, it may invoice for that portion of the work completed during any given month. Under no condition, will any item be held beyond 60 days after completion. In the event that size and weight of any item prohibits storage by Company on its own property, Purchaser must make arrangements for shipments immediately upon completion.
5. Payment for items purchased under the terms of the contract will be made on receipt of invoices submitted. In the event payment is not made as agreed, PURCHASER agrees to pay a service charge on past due amounts from the times they are due, thirty (30) days from invoice date, at the rate of one and one half percent (1½%) per month. In the event this contract is placed for collection or if collected by suit or through any Court, reasonable attorneys' fees shall be added.

COMPANY INITIALS 

CUSTOMER INITIALS _____



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

PROPOSAL
Proposal #: 18268

Proposal Date: 07/13/17
Customer #: 1387
Page: 3 of 4

6. All applicable taxes payable under the laws of the State of Minnesota are included in the price quoted. Taxes due in other states may be additional as noted in the specifications section of this document.

7. Company will not be responsible for delays in shipments caused by delays created by supplies or transportation services or by labor disputes or due to any other circumstances beyond its control.

8. Title to all unincorporated materials and property covered by this contract shall remain in and be the property of the Company until the purchase price is paid in full. The Company reserves the right to enter any job site and reclaim all materials or property used or intended to be used in this construction of said equipment in the event of default by Purchaser, including, but not limited to, payment of any amounts due and payable in accordance with terms of this contract. The Company retains a security interest in the materials and equipment whether or not incorporated into a project or realty until the Company has been paid in full, notwithstanding the manner in which the personal property has been annexed or attached to the realty. The Purchaser agrees to execute appropriate Commercial Code forms to provide to the Company a Perfected security interest.

9. It is agreed that this contract shall be construed according to the laws of the State of Minnesota.

10. When this contract is signed by a duly authorized person of each party, all provisions contained herein become integral parts of this contract, and there is no other agreement or understanding of any nature concerning same unless such agreement or understanding, if any, is specifically incorporated here by reference.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: *Mary Thorsen*

DATE: 7-13-17

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS *MS*

CUSTOMER INITIALS _____

INDIGO SIGNWORKS, INC

P.O. Box 1476 | Fargo, ND 58107-1476
 1622 Main Avenue | Fargo, ND 58103
 tel: 701.297.9696 | fax: 701.297.9697
www.indigosignworks.com

PROPOSAL Proposal #: 52466

Proposal Date: 07/10/17
 Customer #: 1188
 Page: 1 of 3

SOLD TO:	JOB LOCATION:
FARGO DOME 1800 N UNIVERSITY DR FARGO ND 58102	FARGODOME 1800 N University Dr Fargo ND 58102 REQUESTED BY: Rob Sobolik

INDIGO SIGNWORKS - FARGO (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #43434-1 Convert Fargodome outdoor building letters/logo to outdoor rated red LED.	\$41,650.00	\$41,650.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$41,650.00

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS) Credit Card Transactions of \$500.00 and over will be charged a 2% Transaction Fee. Indigo Signworks accepts Checks, ACH, and Debit Cards without a Transaction Fee.

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

PROGRESS PAYMENTS MAY BE REQUIRED FOR PROJECTS THAT REQUIRE AN EXTENDED DELIVERY TIME.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, INDIGO SIGNWORKS - FARGO MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES
2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE

COMPANY INITIALS _____

CUSTOMER INITIALS _____

INDIGO SIGNWORKS, INC

P.O. Box 1476 | Fargo, ND 58107-1476

1622 Main Avenue | Fargo, ND 58103

tel: 701.297.9696 | fax: 701.297.9697

www.indigosignworks.com

PROPOSAL

Proposal #: 52466

Proposal Date: 07/10/17

Customer #: 1188

Page: 2 of 3

CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT EFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.

3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. INDIGO SIGNWORKS - FARGO SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALES WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TESS TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK, OR UNFORESEEN CIRCUMSTANCES CREATING ADDITIONAL RESOURCES ARE ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT AND/OR SIGNIFICANT LABOR IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
8. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, FOR A PERIOD OF ONE YEAR (1) YEAR, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY WILL BE GUARANTEED FOR 60 DAYS FROM INSTALL DATE. LED LIGHTING AND POWER SUPPLIES WILL BE COVERED FOR AN ADDITIONAL 2 YEARS, EXCLUDING LABOR TO REPLACE THE COMPONENTS. LED ROPE LIGHTING WILL HAVE A 1 YEAR WARRANTY FOR COMPONENTS AND 90 DAYS FOR LABOR. THE COST OF LABOR WILL BE CHARGED AT STANDARD INDIGO SIGNWORKS HOURLY RATES FOR REPLACEMENT AND TRAVEL. THIS WARRANTY DOES NOT APPLY TO VANDALISM, MISUSE, OR ACTS OF GOD.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____

REPORT OF ACTION

35a

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. FM-14-12

Type: Final Balancing Change Order #1

Location: Oakcreek, Copperfield Ct., Coulees Crossing

Date of Hearing: 7/24/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/31/2017</u>
PWPEC File	<u>X</u>
Project Files	<u>Nathan Boerboom</u>

The Committee reviewed the Final Balancing Change Order #1 in the amount of -\$30,096.98. This brings the final contract amount to \$301,875.28.

On a motion by Mark Bittner, seconded by Ben Dow, the Committee voted to approve the Final Balancing Change Order #1.

RECOMMENDED MOTION

Approve the Final Balancing Change Order #1 in the amount of -\$30,096.98 to H & S Contracting, Inc.

PROJECT FINANCING INFORMATION:

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

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

<u>Yes</u>	<u>No</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer



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

Project No	FM-14-12	Change Order No	1
Project Name	Coulee's Crossing/Oakcreek Flood Risk Management Project Phase 2		
Date Entered	7/13/2017	For	H & S Contracting Inc

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

EXPLANATION OF CHANGE: Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	2	Temp Fence - Safety	LF	403.00	0.00	403.00	-403.00	0.00	4.00	-1,612.00
	3	Temp Pumping	LS	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
	5	Remove Tree	EA	19.00	0.00	19.00	7.00	26.00	200.00	1,400.00
	7	Silt Fence - Standard	LF	2,077.00	0.00	2,077.00	-33.00	2,044.00	1.80	-59.40
	8	Sediment Control Log 6" to 8" Dia	LF	1,218.00	0.00	1,218.00	20.00	1,238.00	2.25	45.00
	13	F&I Decid Tree 1" Dia	EA	209.00	0.00	209.00	12.00	221.00	210.00	2,520.00
	14	F&I Decid Tree 1.5" Dia	EA	183.00	0.00	183.00	-12.00	171.00	295.00	-3,540.00
	36	* Repair drain tile that was damaged during tree installation	LS	0.00	0.00	0.00	1.00	1.00	375.00	375.00
Miscellaneous Sub Total (\$)										-1,371.40
Paving	20	F&I Sidewalk 6" Thick Reinf Conc	SY	18.00	0.00	18.00	-18.00	0.00	130.00	-2,340.00
	21	Remove Sidewalk All Thicknesses	SY	36.00	0.00	36.00	-18.00	18.00	7.00	-126.00
	22	Temp Construction Entrance	EA	3.00	0.00	3.00	-2.00	1.00	1,500.00	-3,000.00
	23	Traffic Control - Type 1	LS	1.00	0.00	1.00	-1.00	0.00	1,640.00	-1,640.00
Paving Sub Total (\$)										-7,106.00
Flood Mitigation	26	Topsoil - Import	CY	1,160.00	0.00	1,160.00	-1,160.00	0.00	9.00	-10,440.00
	27	Fill - Import	CY	4,186.00	0.00	4,186.00	60.00	4,246.00	10.00	600.00
	28	Fill - Haul	CY	1,000.00	0.00	1,000.00	-940.00	60.00	10.00	-9,400.00
	29	Embankment	CY	5,759.00	0.00	5,759.00	-60.00	5,699.00	2.50	-150.00



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

Flood Mitigation										
30	Excavation	CY	5,759.00	0.00	5,759.00	-60.00	5,699.00	4.00		-240.00
31	Mulching Type 1 - Hydro	SY	27,819.00	0.00	27,819.00	1.00	27,820.00	0.35		0.35
32	Seeding Type B	SY	27,819.00	0.00	27,819.00	1.00	27,820.00	0.15		0.15
33	Overseeding	SY	27,819.00	0.00	27,819.00	-13,853.00	13,966.00	0.10		-1,385.30
34	Weed Control Type B	SY	27,819.00	0.00	27,819.00	-12,082.00	15,737.00	0.04		-483.28
35	Inspection Trench	CY	8,237.00	0.00	8,237.00	-27.00	8,210.00	4.50		-121.50
									Flood Mitigation Sub Total (\$)	-21,619.58
									Grand Total (\$)	-30,096.98

* NC Items

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)	-30,096.98
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	331,972.26
Total Contract Amount (\$)	301,875.28

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
10/15/2015	0.00	10/15/2015

Description

APPROVED

For Contractor

Title

Joe M. Talbot
CONSULTANT

APPROVED DATE

Department Head

Mayor

Attest

T. Kelly 7/25/17

REPORT OF ACTION

356

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-15-A1

Type: Final Balancing Change Order #2

Location: 14th Ave N from Oak St to 3rd St

Date of Hearing: 7/24/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/31/2017</u>
PWPEC File	<u>X</u>
Project Files	<u>Rob Hasey</u>

The Committee reviewed the Final Balancing Change Order #2 in the amount of \$77.96. This brings the final contract amount to \$1,067,453.76.

On a motion by Mark Bittner, seconded by Ben Dow, the Committee voted to approve Final Balancing Change Order #2.

RECOMMENDED MOTION

Approve the Final Balancing Change Order #2 in the amount of \$77.96 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax Fund 460

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

<u>Yes</u>	<u>No</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No BR-15-A1 Change Order No 2
 Project Name Water Main Replacement, Street Reconstruction & Incidentals
 Date Entered 7/17/2017 For Master Construction Co Inc

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

EXPLANATION OF CHANGE: Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)	
Erosion & Sediment Control	2	Temp Construction Entrance	EA	2.00	0.00	2.00	-1.00	1.00	1,000.00	-1,000.00	
	3	Inlet Protection - Existing Inlet	EA	12.00	0.00	12.00	6.00	18.00	150.00	900.00	
	5	Sediment Control Log 6" to 8" Dia	LF	2,700.00	0.00	2,700.00	-2,700.00	0.00	2.00	-5,400.00	
	6	Seeding Type B	SY	3,600.00	0.00	3,600.00	788.00	4,388.00	2.00	1,576.00	
	7	Mulching Type 1 - Hydro	SY	3,600.00	0.00	3,600.00	788.00	4,388.00	0.50	394.00	
	8	Weed Control Type B	SY	3,800.00	0.00	3,800.00	-3,600.00	0.00	0.10	-360.00	
	Erosion & Sediment Control Sub Total (\$)										-3,890.00
	Sanitary Sewer	11	Remove Pipe All Sizes All Types	LF	157.00	0.00	157.00	37.50	194.50	10.00	375.00
13		Bore Pipe C900 DR 18 - 6" Dia PVC	LF	595.00	0.00	595.00	47.00	642.00	60.00	2,820.00	
14		F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	1,391.00	0.00	1,391.00	-50.95	1,340.05	60.00	-3,057.00	
15		F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	134.00	0.00	134.00	-24.80	109.20	45.00	-1,116.00	
16		F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	648.00	0.00	648.00	-6.07	641.93	150.00	-910.50	
23		Connect Sewer Service Option B	EA	3.00	0.00	3.00	-3.00	0.00	500.00	-1,500.00	
24		Connect Sewer Service Option C	EA	3.00	0.00	3.00	-1.00	2.00	500.00	-500.00	
25		F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	0.00	100.00	-100.00	0.00	10.00	-1,000.00	
26		Rem & Repl Casting - Std Manhole	EA	3.00	0.00	3.00	-1.00	2.00	400.00	-400.00	
27		Repair Manhole Bottom	EA	1.00	0.00	1.00	-1.00	0.00	750.00	-750.00	



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Sanitary Sewer	28	Repair Pipe 30" Dia	EA	1.00	0.00	1.00	-1.00	0.00	7,000.00	-7,000.00
	29	Clean Pipe 30" Dia All Types	LF	770.00	0.00	770.00	1,280.00	2,050.00	5.00	6,400.00
	30	F&I Controlled Density Fill	CY	41.00	0.00	41.00	-9.00	32.00	65.00	-765.00
	104	* Connect 30" PVC to 30" clay pipe	LS	0.00	0.00	0.00	1.00	1.00	736.04	736.04
	107	* Bedding for 4" PVC SS	LS	0.00	0.00	0.00	1.00	1.00	34.00	34.00
	108	* 4" PVC Sewer Pipe	LS	0.00	0.00	0.00	1.00	1.00	532.56	532.56
Sanitary Sewer Sub Total (\$)										
										-6,100.90
Water Main Replacement	35	Remove Pipe All Sizes All Types	LF	1,154.00	0.00	1,154.00	317.05	1,471.05	5.00	1,585.25
	36	Plug Pipe 6" Dia	EA	5.00	0.00	5.00	-4.00	1.00	300.00	-1,200.00
	38	F&I Gate Valve 4" Dia	EA	2.00	0.00	2.00	1.00	3.00	2,000.00	2,000.00
	41	F&I Gate Valve 10" Dia	EA	3.00	0.00	3.00	1.00	4.00	3,100.00	3,100.00
	42	F&I Fittings Ductile Iron	LB	3,505.00	0.00	3,505.00	795.00	4,300.00	4.00	3,180.00
	43	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	103.00	0.00	103.00	18.00	121.00	45.00	810.00
	44	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	48.00	0.00	48.00	0.70	48.70	50.00	35.00
	45	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	583.00	0.00	583.00	2.92	585.92	65.00	189.80
	46	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	755.00	0.00	755.00	7.49	762.49	70.00	524.30
	47	F&I Pipe w/GB 0.75" Dia Copper	LF	20.00	0.00	20.00	-20.00	0.00	40.00	800.00
	48	F&I Pipe w/GB 1" Dia Copper	LF	30.00	0.00	30.00	92.50	122.50	41.00	3,792.50
	49	F&I Pipe w/GB 1.25" Dia Copper	LF	60.00	0.00	60.00	-29.00	31.00	42.00	-1,216.00
	50	F&I Pipe w/GB 1.5" Dia Copper	LF	20.00	0.00	20.00	42.50	62.50	43.00	1,827.50
	51	Rem & Repl CS & Box 0.75" Dia	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
	52	Rem & Repl CS & Box 1" Dia	EA	2.00	0.00	2.00	2.00	4.00	550.00	1,100.00
	53	Rem & Repl CS & Box 1.25" Dia	EA	2.00	0.00	2.00	-1.00	1.00	550.00	-550.00
	54	Rem & Repl CS & Box 1.5" Dia	EA	1.00	0.00	1.00	1.00	2.00	700.00	700.00
	55	Transfer Water Svc	EA	5.00	0.00	5.00	2.00	7.00	330.00	660.00
	57	Connect Pipe to Exist Pipe	EA	3.00	0.00	3.00	2.00	5.00	450.00	900.00
	58	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	0.00	100.00	-100.00	0.00	5.00	-500.00



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Water Main Replacement	61	F&I Controlled Density Fill	CY	2.50	0.00	2.50	-2.50	0.00	100.00	-250.00
	105	* Provide temp water to El Zagal Shrine	LS	0.00	0.00	0.00	1.00	1.00	570.00	570.00
Water Main Replacement Sub Total (\$)										15,956.35
Storm Sewer	64	Remove Pipe All Sizes All Types	LF	257.00	0.00	257.00	-26.00	231.00	10.00	-250.00
	65	F&I Pipe w/GB 12" Dia Reinf Conc	LF	387.00	0.00	387.00	4.21	391.21	49.00	206.29
	66	F&I Pipe w/GB 15" Dia Reinf Conc	LF	180.00	0.00	180.00	-25.17	154.83	51.00	-1,283.67
	72	Connect Pipe to Exist Pipe	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
	73	Connect Pipe to Exist Structure	EA	4.00	0.00	4.00	-2.00	2.00	700.00	-1,400.00
	75	Rem & Repl Casting - Inlet	EA	2.00	0.00	2.00	-2.00	0.00	500.00	-1,000.00
	76	Rem & Repl Casting - Std Manhole	EA	2.00	0.00	2.00	-2.00	0.00	400.00	-800.00
Storm Sewer Sub Total (\$)										-5,037.38
Paving	77	Remove Pavement All Thicknesses All Types	SY	5,889.00	0.00	5,889.00	21.93	5,910.93	10.00	219.30
	78	Remove Driveway All Thicknesses All Types	SY	470.00	0.00	470.00	29.44	499.44	7.00	206.08
	79	Remove Sidewalk All Thicknesses All Types	SY	1,000.00	0.00	1,000.00	-156.89	843.11	7.00	-1,098.23
	80	Subgrade Preparation	SY	5,000.00	0.00	5,000.00	117.56	5,117.56	2.00	235.12
	81	F&I Woven Geotextile	SY	5,000.00	0.00	5,000.00	117.56	5,117.56	2.00	235.12
	82	F&I Class 5 Agg - 7" Thick	SY	5,000.00	0.00	5,000.00	117.56	5,117.56	9.00	1,058.04
	83	F&I Edge Drain 4" Dia PVC	LF	2,744.00	0.00	2,744.00	-91.77	2,652.23	6.00	-550.62
	84	F&I Curb & Gutter Standard (Type II)	LF	2,744.00	0.00	2,744.00	8.47	2,752.47	17.00	143.99
	85	F&I Aggregate for Asphl Pavement Class 27	TON	1,750.00	0.00	1,750.00	57.78	1,807.78	47.00	2,715.66
	86	F&I Asphalt Cement PG 58-28	GAL	24,500.00	0.00	24,500.00	-2,611.16	21,888.82	2.70	-7,050.19
	87	F&I Driveway 6" Thick Reinf Conc	SY	441.00	0.00	441.00	23.31	464.31	47.00	1,095.57
	88	F&I Sidewalk 4" Thick Reinf Conc	SY	1,100.00	0.00	1,100.00	-105.87	994.13	44.00	-4,859.28
	89	F&I Sidewalk 6" Thick Reinf Conc	SY	42.00	0.00	42.00	4.52	46.52	47.00	212.44
	90	F&I Det Warn Panels Cast Iron	SF	96.00	0.00	96.00	8.00	104.00	42.00	336.00
91	Casting to Grade - w/Conc	EA	9.00	0.00	9.00	1.00	10.00	500.00	500.00	
92	GV Box to Grade - w/Conc	EA	6.00	0.00	6.00	3.00	9.00	400.00	1,200.00	



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Paving	94	F&I Impressioned 4" Thick Reinf Conc	SY	123.00	0.00	123.00	-3.55	119.45	70.00	-248.50
	103	* Modify Class 27 aggregate for asphalt paving to FAA 43 aggregate	TON	0.00	0.00	0.00	1.00	1.00	4,971.39	4,971.39
									Paving Sub Total (\$)	-477.11
Signing	100	F&I Sign Assembly & Anchor	EA	10.00	0.00	10.00	-4.00	6.00	175.00	-700.00
	102	F&I Diamond Grade Cubed	SF	16.20	0.00	16.20	-1.80	14.40	35.00	-63.00
	106	* F&I Sign Assembly	LS	0.00	0.00	0.00	1.00	1.00	390.00	390.00
									Signing Sub Total (\$)	-373.00
									Grand Total (\$)	77.96

* NC Items

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)

77.96

Previous Change Orders (\$)

0.00

Original Contract Amount (\$)

1,067,375.80

Total Contract Amount (\$)

1,067,453.76

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

CONTRACT TIME

Current Completion Date

09/30/2015

Additional Days

0.00

New Completion Date

09/30/2015

Description

APPROVED

APPROVED DATE

For Contractor

Department Head

Title

Mayor

Attest


CFO


7/25/17

(356)

AMENDED REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PN-15-N1 Type: Final Balancing Change Order #2
 Location: 41st St S and 58th Ave S Date of Hearing: 7/10/2017
 Maplewood Estates Addition

<u>Routing</u>	<u>Date</u>	
City Commission	<u>7/17/2017</u>	<u>7/31/2017</u>
PWPEC File	<u>X</u>	
Project File	<u>Jason Leonard</u>	

The Committee reviewed the final balancing change order in the amount of -\$7,058.60 bringing the final contract amount to \$434,781.30.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to approve the Final Balancing Change Order #2.

RECOMMENDED MOTION

Approve the Amended Final Balancing Contract in the amount of \$434,781.30 to KPH, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Jen Graphenteen



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Improvement District No.	PN-15-N1		
Project Name	Concrete Curb & Gutter, Asphalt Paving, Street Lights & Incidentals		
Type	Paving New		
Description	Maplewood Estates Addition		
Pay Estimate Number	6 - FINAL		
From Date	01/03/2017	To Date	07/13/2017

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that KPH, Inc. has performed the work to date shown on this statement

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)
Paving										
1 Topsoil - Spread	LS	1.00	7,400.00	1.00	7,400.00	0.00	0.00	1.00	7,400.00	100.00
2 Excavation	CY	3,600.00	6.00	1,000.00	6,000.00	2,600.00	15,600.00	3,600.00	21,600.00	100.00
3 Subcut	CY	1,462.00	3.85	1,462.00	5,628.70	0.00	0.00	1,462.00	5,628.70	100.00
4 Subgrade Preparation	SY	4,385.00	2.35	4,385.00	10,304.75	0.00	0.00	4,385.00	10,304.75	100.00
5 F&I Woven Geotextile	SY	4,385.00	2.00	4,385.00	8,770.00	0.00	0.00	4,385.00	8,770.00	100.00
6 F&I Class 5 Agg - 8" Thick	SY	4,385.00	9.00	4,385.00	39,465.00	0.00	0.00	4,385.00	39,465.00	100.00
7 F&I Edge Drain 4" Dia PVC	LF	2,140.00	6.00	2,140.00	12,840.00	0.00	0.00	2,140.00	12,840.00	100.00
8 F&I Curb & Gutter Standard (Type II)	LF	2,140.00	18.00	2,298.40	41,371.20	0.00	0.00	2,298.40	41,371.20	107.40
9 F&I Sidewalk 4" Thick Reinf Conc	SY	553.00	40.00	564.78	22,591.20	0.00	0.00	564.78	22,591.20	102.13
10 F&I Sidewalk 6" Thick Reinf Conc	SY	16.00	55.00	14.08	774.40	0.00	0.00	14.08	774.40	88.00



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)
11 F&I Driveway 7" Thick Reinf Conc	SY	165.00	60.00	114.83	6,889.80	0.00	0.00	114.83	6,889.80	69.59
12 F&I Det Warn Panels Cast Iron	SF	32.00	42.00	36.00	1,512.00	0.00	0.00	36.00	1,512.00	112.50*
13 F&I Aggregate for Asph Pavement FAA 43	TON	1,763.00	38.00	1,448.44	55,040.72	0.00	0.00	1,448.44	55,040.72	82.16
14 F&I Asphalt Cement PG 58-34	GAL	24,597.00	2.10	18,007.46	37,815.67	0.00	0.00	18,007.46	37,815.67	73.21
15 Casting to Grade - Blvd	EA	8.00	200.00	8.00	1,600.00	0.00	0.00	8.00	1,600.00	100.00
16 Casting to Grade - no Conc	EA	11.00	400.00	11.00	4,400.00	0.00	0.00	11.00	4,400.00	100.00
17 GV Box to Grade - Blvd	EA	4.00	125.00	7.00	875.00	0.00	0.00	7.00	875.00	175.00*
18 Seeding Type B	SY	2,900.00	0.28	1,803.82	505.07	0.00	0.00	1,803.82	505.07	62.20
19 Mulching Type 1 - Hydro	SY	2,900.00	0.32	3,607.64	1,154.44	0.00	0.00	3,607.64	1,154.44	124.40*
20 Inlet Protection - New Inlet	EA	6.00	175.00	6.00	1,050.00	0.00	0.00	6.00	1,050.00	100.00
21 Stormwater Management	LS	1.00	500.00	0.75	375.00	0.25	125.00	1.00	500.00	100.00
22 Temp Construction Entrance	EA	1.00	1,500.00	1.00	1,500.00	0.00	0.00	1.00	1,500.00	100.00
38 Mobilization	LS	1.00	2,000.00	0.00	0.00	1.00	2,000.00	1.00	2,000.00	100.00
39 Connect Pipe to Exist Pipe	EA	1.00	500.00	0.00	0.00	1.00	500.00	1.00	500.00	100.00
40 Remove Pipe All Sizes All Types	LF	80.00	14.00	0.00	0.00	80.00	1,120.00	80.00	1,120.00	100.00
41 F&I Pipe C900 DR 18 - 4" Dia PVC	LF	76.00	38.00	0.00	0.00	76.00	2,888.00	76.00	2,888.00	100.00
42 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	152.00	40.00	0.00	0.00	152.00	6,080.00	152.00	6,080.00	100.00
43 F&I Tapping Sleeve & Valve 8"x4"	EA	1.00	3,600.00	0.00	0.00	1.00	3,600.00	1.00	3,600.00	100.00
44 F&I Tapping Sleeve & Valve 8"x6"	EA	2.00	4,000.00	0.00	0.00	2.00	8,000.00	2.00	8,000.00	100.00
45 F&I Pipe 1.5" Dia Copper	LF	76.00	38.00	0.00	0.00	76.00	2,888.00	76.00	2,888.00	100.00



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)
46 Connect Water Service	EA	1.00	700.00	0.00	0.00	1.00	700.00	1.00	700.00	100.00
Paving Sub Total					267,862.95		43,501.00		311,363.95	
Signing										
23 F&I Sign Assembly	EA	3.00	85.00	3.00	255.00	0.00	0.00	3.00	255.00	100.00
24 F&I Sign Assembly & Anchor	EA	3.00	95.00	3.00	285.00	0.00	0.00	3.00	285.00	100.00
25 F&I Engineering Grade	SF	25.00	13.00	8.00	104.00	0.00	0.00	8.00	104.00	32.00
26 F&I Diamond Grade Cubed	SF	6.00	22.00	20.30	446.60	0.00	0.00	20.30	446.60	338.33*
27 F&I Barricade Type III	EA	1.00	550.00	1.00	550.00	0.00	0.00	1.00	550.00	100.00
Signing Sub Total					1,640.60		0.00		1,640.60	
Street Lighting										
28 F&I Base 5' Deep Reinf Conc	EA	9.00	400.00	9.00	3,600.00	0.00	0.00	9.00	3,600.00	100.00
29 F&I Conductor #6 USE Cu	LF	3,231.00	1.25	3,231.00	4,038.75	0.00	0.00	3,231.00	4,038.75	100.00
30 F&I Innerduct 1.5" Dia	LF	1,137.00	4.00	1,137.00	4,548.00	0.00	0.00	1,137.00	4,548.00	100.00
31 F&I Luminaire Type A	EA	9.00	1,400.00	9.00	12,600.00	0.00	0.00	9.00	12,600.00	100.00
32 F&I Light Standard Type A	EA	9.00	1,600.00	9.00	14,400.00	0.00	0.00	9.00	14,400.00	100.00
Street Lighting Sub Total					39,186.75		0.00		39,186.75	
Levee										
33 Topsoil - Strip & Spread	LS	1.00	20,000.00	1.00	20,000.00	0.00	0.00	1.00	20,000.00	100.00
34 Fill - Contractor Supply	CY	2,400.00	6.00	5,395.00	32,370.00	0.00	0.00	5,395.00	32,370.00	224.79*
35 Clear & Grub	LS	1.00	37,000.00	0.75	27,750.00	0.25	9,250.00	1.00	37,000.00	100.00



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract				Previous		Current		To Date		Percentage
	Unit	Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)
36 Mulching Type 1 - Hydro	SY	11,200.00	0.32	9,176.41	2,936.45	2,023.59	647.55	11,200.00	3,584.00	100.00
37 Seeding Type B	SY	11,200.00	0.28	4,588.20	1,284.70	6,611.80	1,851.30	11,200.00	3,136.00	100.00
Levee Sub Total					84,341.15		11,748.85		96,090.00	

Summary		
1. Original Contract Amount		\$ 427,563.90
2. Net Change by Change Order		\$ 20,717.40
3. Contract Amount To Date		\$ 448,281.30
4. Total Work Completed		\$ 448,281.30
5. Hold Amount		\$ 0.00
6. Hold Release		\$ 0.00
7. Material on Hand (Payment)		\$ 0.00
8. Material on Hand (Recovery)		\$ 0.00
9. Total amount before Retainage		\$ 448,281.30
10. Retainage (4.31%)		\$ 19,313.39
11. Total Less Retainage (9-10)		\$ 428,967.91
12. Retainage Release		\$ 19,313.39
13. Adjustments		\$ -13,500.00
Liquidated Damages (Failure to meet Substantial Completion Date 15 Days 2 \$900)		-13,500.00
14. Total Due to Date		\$ 434,781.30
15. Less Previous Payments		\$ 360,218.06



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

16. Amount allowed Pay Estimate # 6 - FINAL

\$ 74,563.24

WorkFlow History

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator, Division Head, Project Manager	07/10/2017	jleonard	StageInitialized			
Draft	Administrator, Division Head, Project Manager	07/10/2017	jleonard	Complete			
Completed	Administrator, Department Head, Division Head	07/10/2017	jleonard	StageInitialized			
Completed	Administrator, Department Head, Division Head	07/13/2017	cshumake	Re-draft			
Draft	Administrator, Division Head, Project Manager	07/13/2017	jleonard	StageInitialized			
Draft	Administrator, Division Head, Project Manager	07/13/2017	jleonard	Complete			
Completed	Administrator, Department Head, Division Head	07/13/2017	jleonard	StageInitialized			

REPORT OF ACTION

35d

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PN-15-M1

Type: Final Balancing Change Order #2

Location: Valley View 4th Addition

Date of Hearing: 7/24/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/31/2017</u>
PWPEC File	<u>X</u>
Project Files	<u>Jason Leonard</u>

The Committee reviewed the Final Balancing Change Order #2 in the amount of -\$65,679.81. This brings the final contract amount to \$679,321.74.

On a motion by Mark Bittner, seconded by Ben Dow, the Committee voted to approve the Final Balancing Change Order #2.

RECOMMENDED MOTION

Approve the Final Balancing Change Order #2 in the amount of -\$65,679.81 to Border States Paving.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: 100% Special Assessed

	<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>✓</u>
Tim Mahoney, Mayor	<u>✓</u>	<u>✓</u>	<u>✓</u>	
Jim Gilmour, Director of Planning	<u>✓</u>	<u>✓</u>	<u>✓</u>	
Steve Dirksen, Fire Chief	<u>✓</u>	<u>✓</u>	<u>✓</u>	
Mark Bittner, Director of Engineering	<u>✓</u>	<u>✓</u>	<u>✓</u>	
Bruce Grubb, City Administrator	<u>✓</u>	<u>✓</u>	<u>✓</u>	
Ben Dow, Director of Operations	<u>✓</u>	<u>✓</u>	<u>✓</u>	
Steve Sprague, City Auditor	<u>✓</u>	<u>✓</u>	<u>✓</u>	
City Engineer	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>Brenda Derrig</u>
Kent Costin, Finance Director	<u>✓</u>	<u>✓</u>	<u>✓</u>	

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer



Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Engineer *JTL*
Date: July 19, 2017
Re: Improvement District #PN-15-M1 – Final Balancing Change Order #2

Background:

Improvement District # PN-15-M1 is for the asphalt paving within Valley View 4th Addition.

Attached is Final Balancing Change Order #2 in the amount of -\$65,679.81 for Improvement District #PN-15-M1 that reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$735,768.45 and this FBCO will bring the project final amount to \$679,321.74 (7.67% Decrease). This decrease in project cost is directly tied to the estimated and actual asphalt pavement used on the project. This Improvement District is 100% Special Assessed.

Recommended Motion:

Approve the final balancing change order in the amount of -\$65,679.81 to Border States Paving, Inc.

JTL/jmg
Attachment

C: Brenda Derrig
Thomas Knakmuhs



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

Improvement District No	PN-15-M1	Change Order No	2
Project Name	Concrete Curb & Gutter, Asphalt Paving, Street Lights & Incidentals		
Date Entered	7/20/2017	For	Border States Paving Inc

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

EXPLANATION OF CHANGE: FINAL BALANCING CHANGE ORDER

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	2	Excavation	CY	4,550.00	0.00	4,550.00	863.60	5,413.60	5.00	4,318.00
	4	Subgrade Preparation	SY	12,035.00	0.00	12,035.00	-535.00	11,500.00	1.15	-615.25
	5	F&I Woven Geotextile	SY	12,035.00	0.00	12,035.00	-535.00	11,500.00	1.35	-722.25
	6	F&I Class 5 Agg - 8" Thick	SY	12,035.00	0.00	12,035.00	-535.00	11,500.00	8.00	-4,280.00
	7	F&I Edge Drain 4" Dia PVC	LF	6,610.00	0.00	6,610.00	-110.00	6,500.00	6.00	-660.00
	8	F&I Curb & Gutter Mountable (Type I)	LF	6,457.00	0.00	6,457.00	107.50	6,564.50	18.00	1,935.00
	9	F&I Curb & Gutter Standard (Type II)	LF	150.00	0.00	150.00	-150.00	0.00	25.25	-3,787.50
	10	F&I Sidewalk 4" Thick Reinf Conc	SY	235.00	0.00	235.00	0.43	235.43	46.25	19.89
	11	F&I Sidewalk 6" Thick Reinf Conc	SY	90.00	0.00	90.00	-13.40	76.60	64.50	-864.30
	12	F&I Det Wam Panels Cast Iron	SF	120.00	0.00	120.00	48.00	168.00	50.50	2,424.00
	13	F&I Aggregate for Asph Pavement FAA 43	TON	3,650.00	0.00	3,650.00	-802.74	2,847.26	37.00	-29,701.38
	14	F&I Asphalt Cement PG 58-34	GAL	50,939.00	0.00	50,939.00	-15,903.98	35,035.02	1.80	-28,627.16
	15	Casting to Grade - Over-Depth	EA	10.00	0.00	10.00	-10.00	0.00	225.00	-2,250.00
	20	Seeding Type B	SY	17,580.00	0.00	17,580.00	-3,678.00	13,902.00	0.30	-1,103.40
	21	Mulching Type 1 - Hydro	SY	17,580.00	0.00	17,580.00	-3,678.00	13,902.00	0.30	-1,103.40
	24	Temp Construction Entrance	EA	6.00	0.00	6.00	-4.00	2.00	750.00	-3,000.00
43	* Curb Stop Adjustments	LS	0.00	0.00	0.00	1.00	1.00	2,350.00	2,350.00	



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

Paving	44	* Additional Work to Remove and Relay curb & gutter	LS	0.00	0.00	0.00	1.00	1.00	420.75	420.75
	Paving Sub Total (\$)									-65,247.01
Signing	26	F&I Sign Assembly	EA	1.00	0.00	1.00	-1.00	0.00	42.05	-42.05
	29	F&I Diamond Grade Cubed	SF	25.00	0.00	25.00	-5.00	20.00	26.00	-130.00
	30	F&I Barricade Type III	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
Signing Sub Total (\$)									-672.05	
Street Lighting	32	F&I Conductor #6 USE Cu	LF	9,441.00	0.00	9,441.00	135.00	9,576.00	1.15	155.25
	33	F&I Innerduct 1.5" Dia	LF	3,024.00	0.00	3,024.00	21.00	3,045.00	4.00	84.00
Street Lighting Sub Total (\$)									239.25	
* NC Items									Grand Total (\$)	-65,679.81

Summary	
Source Of Funding	
Net Amount Change Order # 2 (\$)	-65,679.81
Previous Change Orders (\$)	9,233.10
Original Contract Amount (\$)	735,768.45
Total Contract Amount (\$)	679,321.74

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

CONTRACT TIME		
Current Completion Date	Additional Days	New Completion Date
09/30/2016	0.00	09/30/2016
Description		
APPROVED		APPROVED DATE
For Contractor Border States Paving Title Joe J. Pahr PM / Estimator		Department Head <i>[Signature]</i> Mayor 7/26/17



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

	Attest	
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350

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UR-16-A1 Type: Final Balancing Change Order

Location: Univ. Dr., 21st to 26th Ave S Date of Hearing: 7/24/2017

Routing Date
City Commission 7/31/2017
PWPEC File X
Project File Kristy Schmidt

The Committee reviewed the accompanying correspondence from Project Engineer, Kristy Schmidt, related to a Final Balancing Change Order in the amount of \$53,848.03 bringing the total contract amount to \$781,769.23 (9.2% increase). This Change Order reconciles the estimated quantities used in the contract with the final quantities as measured in the field and also reflects additional work completed on the project as outlined in Kristy's memorandum.

Staff is recommending approval.

On a motion by Mark Bittner, seconded by Ben Dow, the Committee voted to recommend approval of the Final Balancing Change Order in the amount of \$53,848.03.

RECOMMENDED MOTION

Approve the final balancing change order #3 in the net amount of \$53,848.03 to Robert Gibb and Sons, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments, Water Main Replacement Funds

Table with 2 columns: Question, Yes/No. Rows include Developer meets City policy for payment of delinquent specials, Agreement for payment of specials required of developer, Letter of Credit required (per policy approved 5-28-13).

COMMITTEE

Table with 4 columns: Name, Present, Yes, No, Unanimous. Lists committee members and their voting status.

ATTEST:

Signature of Brenda E. Derrig, P.E., Division Engineer

C: Jen Graphenteen



Memorandum

To: Members of PWPEC
From: Kristy Schmidt, Project Engineer *KLS*
Date: July 19, 2017
Re: Improvement District #UR-16-A1 – Final Balancing Change Order

Background:

Improvement District #UR-16-A1 is for the water main replacement along South University from 21st Avenue to 26th Avenue.

Robert Gibb and Sons, Inc. is the prime contractor.

Attached is a final balancing change order in the amount of \$53,848.03 for Improvement District #UR-16-A1 that reconciles the estimated quantities used in the contract with the final quantities as measured in the field. The change order reflects additional work completed on this project. The main items were additional removal and replacement of curb and gutter, pavement and sidewalk due to the poor pre-existing conditions.

The original contract bid price for this project was \$715,590.00 and this FBCO will bring the project final amount to \$781,769.23 (9.2% Increase). This Improvement District is 53% Water Main Replacement and 47% Special Assessments.

Recommended Motion:

Approve the final balancing change order in the amount of \$53,848.03 to Robert Gibb and Sons, Inc.

KLS/jmg
Attachment



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	UR-16-A1	Change Order No	3
Project Name	Water Main Replacement & Incidentals		
Date Entered	7/10/2017	For	Robert Gibb & Sons Inc

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

EXPLANATION OF CHANGE: final balancing

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 (\$)
Water Main Replacement	1	Remove Pavement All Thicknesses All Types	SY	1,215.00	0.00	1,215.00	-60.85	1,154.15	8.00	-466.80
	2	Remove Curb & Gutter	LF	500.00	0.00	500.00	132.40	632.40	7.00	926.80
	3	Remove Sidewalk All Thicknesses All Types	SY	100.00	0.00	100.00	247.56	347.56	7.00	1,732.92
	4	Remove Pipe All Sizes All Types	LF	465.00	0.00	465.00	-252.00	213.00	7.00	-1,764.00
	5	Remove Manhole	EA	2.00	0.00	2.00	1.00	3.00	510.00	510.00
	8	F&I Pipe w/GB 15" Dia Reinf Conc	LF	15.00	0.00	15.00	13.00	28.00	81.00	1,053.00
	9	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	30.00	0.00	30.00	-30.00	0.00	65.00	-1,950.00
	10	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	14.00	0.00	14.00	-9.00	5.00	98.00	-882.00
	11	F&I Fittings Ductile Iron	LB	11,455.00	0.00	11,455.00	-100.00	11,355.00	2.00	-200.00
	12	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	65.00	0.00	65.00	59.00	124.00	58.00	3,422.00
	13	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	130.00	0.00	130.00	11.30	141.30	60.00	678.00
	14	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	30.00	0.00	30.00	-23.80	6.20	64.00	-1,523.20
	15	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	210.00	0.00	210.00	25.20	236.20	75.00	1,965.00
	16	Bore Pipe C900 DR 18 - 12" Dia PVC	LF	2,200.00	0.00	2,200.00	-5.80	2,194.20	108.00	-626.40
	19	F&I Gate Valve 12" Dia	EA	8.00	0.00	8.00	1.00	9.00	3,800.00	3,800.00
	20	F&I Tapping Sleeve & Valve 12"x4"	EA	4.00	0.00	4.00	1.00	5.00	4,000.00	4,000.00



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Water Main Replacement	21	F&I Tapping Sleeve & Valve 12"x6"	EA	2.00	0.00	2.00	1.00	3.00	4,500.00	4,500.00
	22	F&I Insulation 2" Thick	SY	30.00	0.00	30.00	-28.20	1.80	25.00	-705.00
	24	F&I Hydrant Ext. 24" High	EA	2.00	0.00	2.00	-1.00	1.00	1,200.00	-1,200.00
	25	F&I Hydrant Ext. 30" High	EA	4.00	0.00	4.00	-4.00	0.00	1,300.00	-1,300.00
	26	Transfer Water Svc	EA	13.00	0.00	13.00	-2.00	11.00	640.00	-1,280.00
	27	F&I Pipe w/GB 1" Dia Copper	LF	100.00	0.00	100.00	-4.50	95.50	58.00	-261.00
	28	F&I Pipe w/GB 1.25" Dia Copper	LF	65.00	0.00	65.00	-8.20	56.80	70.00	-57.00
	29	F&I Pipe w/GB 1.5" Dia Copper	LF	100.00	0.00	100.00	-24.20	75.80	62.00	-1,500.40
	30	F&I Pipe w/GB 2" Dia Copper	LF	48.00	0.00	48.00	-36.30	11.70	66.00	-2,395.80
	32	F&I CS & Box 1.5" Dia	EA	7.00	0.00	7.00	-3.00	4.00	500.00	-1,500.00
	33	F&I CS & Box 2" Dia	EA	3.00	0.00	3.00	-2.00	1.00	760.00	-1,520.00
	35	Subgrade Preparation	SY	1,100.00	0.00	1,100.00	-15.91	1,084.09	7.00	-111.37
	36	F&I Woven Geotextile	SY	1,100.00	0.00	1,100.00	-15.91	1,084.09	3.00	-47.73
	37	F&I Class 5 Agg - 12" Thick	SY	1,100.00	0.00	1,100.00	-15.91	1,084.09	11.00	-175.01
	38	F&I Edge Drain 4" Dia PVC	LF	80.00	0.00	80.00	70.70	150.70	12.00	848.40
	39	F&I Curb & Gutter Standard (Type II)	LF	500.00	0.00	500.00	132.40	632.40	60.00	7,944.00
	40	F&I Pavement 9" Thick Doweled Conc	SY	1,050.00	0.00	1,050.00	-179.92	870.08	130.00	-23,389.60
	41	F&I Pavement 11" Thick Doweled Conc	SY	50.00	0.00	50.00	164.00	214.00	160.00	26,240.00
	42	Repair Pavement - Patch Asph	SY	50.00	0.00	50.00	20.06	70.06	140.00	2,608.40
	43	F&I Sidewalk 4" Thick Reinf Conc	SY	60.00	0.00	60.00	269.63	329.63	65.00	17,525.95
	44	F&I Sidewalk 6" Thick Reinf Conc	SY	40.00	0.00	40.00	-22.10	17.90	72.00	-1,591.20
	45	F&I Driveway 7" Thick Reinf Conc	SY	65.00	0.00	65.00	-29.63	35.37	90.00	-2,566.70
	46	F&I Det Warn Panels Cast Iron	SF	12.00	0.00	12.00	36.00	48.00	80.00	2,880.00
	47	Casting to Grade - w/Conc	EA	1.00	0.00	1.00	4.00	5.00	1,500.00	6,000.00
	48	GV Box to Grade - w/Conc	EA	8.00	0.00	8.00	6.00	14.00	880.00	5,160.00
	49	GV Box to Grade - Blvd	EA	11.00	0.00	11.00	6.00	17.00	140.00	840.00
	50	Seeding Type B	SY	1,000.00	0.00	1,000.00	2,142.80	3,142.80	1.50	3,428.48
	51	Mulching Type 1 - Hydro	SY	1,000.00	0.00	1,000.00	2,142.80	3,142.80	0.50	1,071.40



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Water Main Replacement	52	Weed Control Type B	SY	1,000.00	0.00	1,000.00	2,142.80	3,142.80	0.10	214.28
	54	Inlet Protection - Existing Inlet	EA	30.00	0.00	30.00	1.00	31.00	230.00	230.00
	55	Inlet Protection - New Inlet	EA	1.00	0.00	1.00	-1.00	0.00	230.00	-230.00
	57	F&I Grooved Plastic Film 4" Wide	LF	10.00	0.00	10.00	-10.00	0.00	8.00	-80.00
	58	F&I Grooved Plastic Film 6" Wide	LF	40.00	0.00	40.00	-40.00	0.00	13.00	-520.00
	59	F&I Grooved Plastic Film 8" Wide	LF	40.00	0.00	40.00	-40.00	0.00	16.00	-640.00
	60	Paint Epoxy Line 4" Wide	LF	10.00	0.00	10.00	-10.00	0.00	7.00	-70.00
	62	Extra - WaterMains	LS	1.00	0.00	1.00	-1.00	0.00	3,082.80	-3,082.80
	63	* Additional traffic control	LS	0.00	0.00	0.00	1.00	1.00	4,405.50	4,405.50
	64	* casting to grade blvd	EA	0.00	0.00	0.00	1.00	1.00	160.00	160.00
	65	* 36" Hydrant Extensions	EA	0.00	0.00	0.00	1.00	1.00	4,200.00	4,200.00
	66	* 12" Hydrant Extension	EA	0.00	0.00	0.00	1.00	1.00	900.00	900.00
	67	* Inlet Casting (Single Box)	EA	0.00	0.00	0.00	1.00	1.00	499.50	499.50
	68	* Remove & Relay 18" RCP	LF	0.00	0.00	0.00	1.00	1.00	1,110.00	1,110.00
69	* Gate Valve Box Top Section	EA	0.00	0.00	0.00	1.00	1.00	557.41	967.41	
Water Main Replacement Sub Total (\$)										53,848.03
Grand Total (\$)										53,848.03

* NC Items

Summary

Source Of Funding

Net Amount Change Order # 3 (\$)	53,848.03
Previous Change Orders (\$)	12,331.20
Original Contract Amount (\$)	715,590.00
Total Contract Amount (\$)	781,769.23

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
09/16/2016	0.00	09/16/2016



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Description			
APPROVED		APPROVED DATE	
For Contractor	Robert Gibb & Sons	Department Head	<i>[Signature]</i> 7/23/17
Title	Greg Gibb VP <i>[Signature]</i>	Mayor	
		Attest	

REPORT OF ACTION

35f

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-15-N1 Type: Final Balancing Change Order #4

Location: Commerce on 12th Date of Hearing: 7/24/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/31/17</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Jason Leonard, Project Engineer, related to Final Balancing Change Order #4 in the amount of -47,352.46, bringing the total contract amount to \$3,636,377.19. This change order reconciled the estimated quantities used in the contract with the final quantities as measured in the field.

Staff is recommending approval.

On a motion by Mark Bittner, seconded by Ben Dow, the Committee voted to recommend approval of Final Balancing Change Order #4.

RECOMMENDED MOTION

Approve Final Balancing Change Order #4 in the amount of -\$47,352.46.

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)

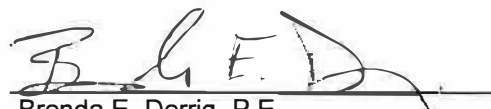
<u>Yes</u>	<u>No</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor
 Jim Gilmour, Director of Planning
 Steve Dirksen, Fire Chief
 Mark Bittner, Director of Engineering
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 City Engineer
 Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<u>✓</u>
<u>Γ</u>	<u>Γ</u>	<u>Γ</u>	
<u>✓</u>	<u>✓</u>	<u>Γ</u>	
<u>✓</u>	<u>✓</u>	<u>Γ</u>	
<u>✓</u>	<u>✓</u>	<u>Γ</u>	
<u>Γ</u>	<u>Γ</u>	<u>Γ</u>	
<u>✓</u>	<u>✓</u>	<u>Γ</u>	
<u>✓</u>	<u>✓</u>	<u>Γ</u>	
<u>✓</u>	<u>✓</u>	<u>Γ</u>	<u>Brenda Derrig</u>
<u>Γ</u>	<u>Γ</u>	<u>Γ</u>	

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Jen Graphenteen



Memorandum

To: PWPEC

From: Jason Leonard, Civil Engineer II *JTL*

Date: July 21, 2017

Re: Improvement District No. BN-15-N1 – Final Balancing Change Order #4

Background:

Improvement District #BN-15-N1 is an underground utility and concrete paving project located within the Commerce on 12th Addition.

The attached Final Balancing Change Order # 4 in the amount of -\$47,352.46 reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$3,648,132.70 and this FBCO will bring the project final amount to \$3,636,377.19 (0.32% Decrease). The F&I Pipe 20" Dia Steel bid item quantity was reduced because the bore pit locations. The Seeding Type B and Hydro Mulch bid items were estimated to be installed twice however due to the project phasing the application was only needed once. This Improvement District is 100% Special Assessed.

Recommended Motion:

Approve Final Balancing Change Order # 4 in the amount of -\$47,352.46.

JTL/jmg
Attachment

C: Brenda Derrig
Thomas Knakmuhs



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

Improvement District No	BN-15-N1	Change Order No	4
Project Name	Sanitary Sewer, Water Main, Storm Sewer, PC Concrete Paving, Street Lights & Incidentals		
Date Entered	7/19/2017	For	Dakota Underground Co Inc

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

EXPLANATION OF CHANGE: FINAL BALANCING CHANGE ORDER

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	1	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1,000.00	0.00	1,000.00	-1,000.00	0.00	0.01	-10.00
	4	F&I Pipe SDR 26 - 6" Dia PVC	LF	1,016.00	0.00	1,016.00	38.00	1,054.00	19.00	722.00
	11	F&I Pipe 20" Dia Steel	LF	1,052.00	0.00	1,052.00	-52.00	1,000.00	364.00	-18,928.00
Sanitary Sewer Sub Total (\$)										-18,216.00
Water Main	13	F&I Fittings Ductile Iron	LB	18,690.00	0.00	18,690.00	220.00	18,910.00	2.20	484.00
	16	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	62.00	0.00	62.00	-7.00	55.00	30.00	-210.00
	17	F&I Pipe C900 DR 18 - 10" Dia PVC	LF	5.00	0.00	5.00	3.00	8.00	35.00	105.00
	18	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	8,850.00	0.00	8,850.00	-81.00	8,769.00	30.00	-2,430.00
	19	Bore Pipe C900 DR 18 - 12" Dia PVC	LF	675.00	0.00	675.00	25.00	700.00	100.00	2,500.00
	20	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	100.00	0.00	100.00	73.00	173.00	65.00	4,745.00
	23	F&I Gate Valve 12" Dia	EA	19.00	0.00	19.00	1.00	20.00	2,850.00	2,850.00
	25	Remove Pipe All Sizes All Types	LF	63.00	0.00	63.00	-23.00	40.00	20.00	-460.00
	27	F&I Pipe 20" Dia Steel	LF	577.00	0.00	577.00	-27.00	550.00	352.00	-9,504.00
90	* Additional Cost with the change in depth for the water main bore on 12th Ave N. This is to cover the additional 1/2 day of work and the additional shoring.	LS	0.00	0.00	0.00	1.00	1.00	6,072.00	6,072.00	



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

Water Main	101	* 87 LF of 1" Copper to service WF Lift Station	LS	0.00	0.00	0.00	1.00	1.00	1,740.00	1,740.00
									Water Main Sub Total (\$)	5,892.00
Storm Sewer	28	Temp Pumping	LS	1.00	0.00	1.00	2.70	3.70	1,000.00	2,700.00
	29	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	500.00	0.00	500.00	-500.00	0.00	0.01	-5.00
	30	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	500.00	0.00	500.00	-500.00	0.00	0.01	-5.00
	31	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	500.00	0.00	500.00	-500.00	0.00	0.01	-5.00
	32	F&I Manhole 4' Dia Reinf Conc	EA	5.00	0.00	5.00	-2.00	3.00	1,800.00	-3,600.00
	38	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	16.00	0.00	16.00	2.00	18.00	2,350.00	4,700.00
	40	F&I Pipe 15" Dia Reinf Conc	LF	706.00	0.00	706.00	-18.00	688.00	29.00	-522.00
	41	F&I Pipe 18" Dia Reinf Conc	LF	77.00	0.00	77.00	-2.00	75.00	31.00	-62.00
	47	F&I Pipe 42" Dia Reinf Conc	LF	790.00	0.00	790.00	-1.00	789.00	79.00	-79.00
	48	F&I Pipe 48" Dia Reinf Conc	LF	270.00	0.00	270.00	-1.00	269.00	92.00	-92.00
	49	F&I Pipe 54" Dia Reinf Conc	LF	532.00	0.00	532.00	17.00	549.00	120.00	2,040.00
	51	F&I Pipe 24" Dia Corr Steel	LF	75.00	0.00	75.00	-75.00	0.00	45.00	-3,375.00
	52	F&I Pipe w/GB 15" Dia Reinf Conc	LF	323.00	0.00	323.00	19.00	342.00	47.00	893.00
	53	F&I Pipe w/GB 18" Dia Reinf Conc	LF	158.00	0.00	158.00	2.00	160.00	49.00	98.00
	54	F&I Pipe w/GB 27" Dia Reinf Conc	LF	41.00	0.00	41.00	-1.00	40.00	62.00	-62.00
	56	F&I Pipe w/GB 54" Dia Reinf Conc	LF	60.00	0.00	60.00	-10.00	50.00	190.00	-1,900.00
	57	Connect Pipe to Exist Pipe	EA	2.00	0.00	2.00	-1.00	1.00	100.00	-100.00
									Storm Sewer Sub Total (\$)	624.00
Paving	61	Fill - Haul	CY	1,000.00	0.00	1,000.00	4,028.00	5,028.00	2.00	8,056.00
	63	Subcut	CY	8,170.00	0.00	8,170.00	-425.00	7,745.00	4.00	-1,700.00
	64	Subgrade Preparation	SY	24,500.00	0.00	24,500.00	-223.00	24,277.00	0.75	-167.25
	65	F&I Woven Geotextile	SY	24,500.00	0.00	24,500.00	-1,146.00	23,354.00	1.50	-1,719.00
	66	F&I Class 5 Agg - 10" Thick	SY	24,500.00	0.00	24,500.00	177.00	24,677.00	8.00	1,416.00
	67	F&I Curb & Gutter Standard (Type II)	LF	9,850.00	0.00	9,850.00	-245.00	9,605.00	14.00	-3,430.00



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

Paving	68	F&I Edge Drain 4" Dia PVC	LF	9,850.00	0.00	9,850.00	-170.00	9,680.00	5.50	-935.00
	69	F&I Pavement 10" Thick Doweled Conc	SY	19,985.00	0.00	19,985.00	-486.00	19,499.00	49.50	-24,057.00
	70	F&I Aggregate for Asph Pavement FAA 43	TON	450.00	0.00	450.00	-42.24	407.76	54.00	-2,280.96
	71	F&I Asphalt Cement PG 58-34	GAL	6,280.00	0.00	6,280.00	-329.88	5,950.12	3.00	-989.64
	72	Casting to Grade - Blvd	EA	28.00	0.00	28.00	2.00	30.00	200.00	400.00
	73	Casting to Grade - w/Conc	EA	20.00	0.00	20.00	2.00	22.00	200.00	400.00
	74	GV Box to Grade - Blvd	EA	21.00	0.00	21.00	21.00	42.00	100.00	2,100.00
	95	* Additional Floating Castings for Manholes within the Concrete Pavement	LS	0.00	0.00	0.00	1.00	1.00	1,261.46	1,261.46
Paving Sub Total (\$)										-21,645.39
Signing	76	F&I Diamond Grade Cubed	SF	19.00	0.00	19.00	-4.00	15.00	20.00	-80.00
	89	* Reset two street signs with new anchors	LS	0.00	0.00	0.00	1.00	1.00	345.40	345.40
	94	* 13th Ave N, 14th Ave N and 57th Street Signing	LS	0.00	0.00	0.00	1.00	1.00	869.00	869.00
Signing Sub Total (\$)										1,134.40
Street Lighting	78	F&I Base 6' Deep Reinf Conc	EA	29.00	0.00	29.00	3.00	32.00	325.00	975.00
	79	F&I Conductor #6 USE Cu	LF	15,087.00	0.00	15,087.00	1,113.00	16,200.00	1.10	1,224.30
	81	F&I Luminaire Type A	EA	29.00	0.00	29.00	1.00	30.00	1,000.00	1,000.00
	82	F&I Light Standard Type A	EA	29.00	0.00	29.00	1.00	30.00	1,100.00	1,100.00
Street Lighting Sub Total (\$)										4,299.30
Miscellaneous	83	Temp Fence - Safety	LF	1,000.00	0.00	1,000.00	-750.00	250.00	2.00	-1,500.00
	84	Mulching Type 1 - Hydro	SY	90,000.00	0.00	90,000.00	-40,298.00	49,702.00	0.20	-8,059.60
	85	Seeding Type B	SY	90,000.00	0.00	90,000.00	-60,000.00	30,000.00	0.18	-10,800.00
	87	Temp Construction Entrance	EA	4.00	0.00	4.00	-2.00	2.00	1,000.00	-2,000.00
	88	Inlet Protection - New Inlet	EA	20.00	0.00	20.00	10.00	30.00	100.00	1,000.00



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

Miscellaneous	96	* Cleaned Roadway of Dirt that blew off of field after the grass in BLVDs were greater than 70% growth	LS	0.00	0.00	0.00	1.00	1.00	1,918.83	1,918.83
									Miscellaneous Sub Total (\$)	-19,440.77
									Grand Total (\$)	-47,352.46

* NC Items

Summary

Source Of Funding

Net Amount Change Order # 4 (\$)	-47,352.46
Previous Change Orders (\$)	35,596.95
Original Contract Amount (\$)	3,648,132.70
Total Contract Amount (\$)	3,636,377.19

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

CONTRACT TIME

Current Completion Date

10/31/2015

Additional Days

0.00

New Completion Date

10/31/2015

Description

APPROVED

7-19-2017
For Contractor *Bob Nelson*
Title *Project Manager*

APPROVED DATE

Department Head *[Signature]*
Mayor *[Signature]* 7/25/17
Attest

REPORT OF ACTION

359

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-14-01 Type: Final Balancing Change Order #4

Location: 13th Ave S Recon from 38th to 45th St Date of Hearing: 7/24/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/31/17</u>
PWPEC File	<u>X</u>
Project File	<u>Thomas Knakmuhs</u>

The Committee reviewed the accompanying correspondence from Thomas Knakmuhs, Project Engineer, related to Final Balancing Change Order #4 in the amount of -108,198.92, bringing the total contract amount to \$10,537,746.65. This change order reconciled the estimated quantities used in the contract with the final quantities as measured in the field.

Staff is recommending approval.

On a motion by Mark Bittner, seconded by Ben Dow, the Committee voted to recommend approval of the Final Balancing Change Order #4.

RECOMMENDED MOTION

Approve Final Balancing Change Order #4 in the amount of -\$108,198.92 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Infrastructure Sales Tax/Water Main/Special Assessments

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Jen Graphenteen



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

Improvement District No	PR-14-01	Change Order No	4
Project Name	Grading, PCC Pavement, Storm Sewer, Traffic Signals, Street Lighting, Sidewalks & Incidentals		
Date Entered	7/18/2017	For	Master Construction Co Inc

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

EXPLANATION OF CHANGE: Final Balancing Change Order

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Water Main	1	Cut in Valve 8" Dia	EA	1.00	0.00	1.00	1.00	2.00	5,000.00	5,000.00
	2	Cut in Valve 10" Dia	EA	5.00	0.00	5.00	-3.00	2.00	6,000.00	-18,000.00
	3	Cut in Valve 12" Dia	EA	8.00	0.00	8.00	-1.00	7.00	6,500.00	-6,500.00
	4	Cut in Valve 18" Dia	EA	11.00	0.00	11.00	-10.00	1.00	7,000.00	-70,000.00
	5	F&I Fittings Ductile Iron	LB	24,000.00	0.00	24,000.00	-3,555.00	20,445.00	5.00	-17,775.00
	6	F&I Hydrant	EA	13.00	0.00	13.00	-1.00	12.00	5,000.00	-5,000.00
	7	Salvage Hydrant	EA	13.00	0.00	13.00	-2.00	11.00	1,000.00	-2,000.00
	8	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	110.00	0.00	110.00	28.00	138.00	60.00	1,680.00
	9	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	27.00	0.00	27.00	-24.00	3.00	70.00	-1,680.00
	10	F&I Pipe C900 DR 18 - 10" Dia PVC	LF	155.00	0.00	155.00	2.00	157.00	100.00	200.00
	11	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	574.00	0.00	574.00	161.00	735.00	110.00	17,710.00
	12	F&I Pipe C905 DR 18 - 18" Dia PVC	LF	220.00	0.00	220.00	123.00	343.00	170.00	20,910.00
	13	Remove Pipe All Sizes All Types	LF	1,156.00	0.00	1,156.00	157.00	1,313.00	10.00	1,570.00
	14	F&I Gate Valve 6" Dia	EA	13.00	0.00	13.00	-2.00	11.00	1,800.00	-3,600.00
	16	F&I Gate Valve 10" Dia	EA	5.00	0.00	5.00	-2.00	3.00	3,100.00	-6,200.00
	17	F&I Gate Valve 12" Dia	EA	8.00	0.00	8.00	2.00	10.00	3,700.00	7,400.00
	18	F&I Gate Valve 18" Dia	EA	11.00	0.00	11.00	-4.00	7.00	16,000.00	-64,000.00



**CITY OF FARGO
ENGINEERING DEPARTMENT
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Water Main	19	Furnish Temp Water Svc	EA	11.00	0.00	11.00	-5.00	6.00	1,000.00	-5,000.00
									Water Main Sub Total (\$)	-145,285.00
Storm Sewer	20	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	30.00	0.00	30.00	-30.00	0.00	10.00	-300.00
	21	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	250.00	0.00	250.00	-250.00	0.00	20.00	-5,000.00
	22	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	250.00	0.00	250.00	-250.00	0.00	25.00	-6,250.00
	23	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	100.00	0.00	100.00	-100.00	0.00	40.00	-4,000.00
	24	F&I Manhole 4' Dia Reinf Conc	EA	1.00	0.00	1.00	-0.75	0.25	3,800.00	-2,850.00
	25	F&I Manhole 5' Dia Reinf Conc	EA	10.00	0.00	10.00	-2.00	8.00	4,200.00	-8,400.00
	26	F&I Manhole 6' Dia Reinf Conc	EA	5.00	0.00	5.00	1.00	6.00	4,700.00	4,700.00
	27	F&I Manhole 7' Dia Reinf Conc	EA	3.00	0.00	3.00	2.00	5.00	7,800.00	15,600.00
	29	Remove Manhole	EA	23.00	0.00	23.00	4.00	27.00	900.00	3,600.00
	30	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	0.00	1.00	1.00	2.00	2,900.00	2,900.00
	31	F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	1.00	0.00	1.00	2.00	3.00	4,000.00	8,000.00
	33	F&I Inlet - Manhole (MHI) 7' Dia Reinf Conc	EA	1.00	0.00	1.00	-1.00	0.00	4,900.00	-4,900.00
	35	F&I Inlet - Double Box (DBI) Reinf Conc	EA	16.00	0.00	16.00	-2.00	14.00	3,300.00	-6,600.00
	36	F&I Inlet - Round (RDI) Reinf Conc	EA	3.00	0.00	3.00	1.00	4.00	2,700.00	2,700.00
	37	F&I Inlet - Special (SPI) Reinf Conc	EA	3.00	0.00	3.00	1.00	4.00	7,400.00	7,400.00
	38	Remove Inlet	EA	32.00	0.00	32.00	4.00	36.00	500.00	2,000.00
	39	F&I Pipe w/GB 12" Dia Reinf Conc	LF	30.00	0.00	30.00	109.00	139.00	53.00	5,777.00
	40	F&I Pipe w/GB 15" Dia Reinf Conc	LF	414.00	0.00	414.00	-14.00	400.00	55.00	-770.00
	41	F&I Pipe w/GB 18" Dia Reinf Conc	LF	255.00	0.00	255.00	-7.00	248.00	57.00	-399.00
	43	F&I Pipe w/GB 24" Dia Reinf Conc	LF	1,676.00	0.00	1,676.00	2.00	1,678.00	65.00	130.00
	44	F&I Pipe w/GB 30" Dia Reinf Conc	LF	2,142.00	0.00	2,142.00	-24.00	2,118.00	70.00	-1,680.00
	45	F&I Pipe w/GB 36" Dia Reinf Conc	LF	492.00	0.00	492.00	17.00	509.00	92.00	1,564.00
	46	F&I Pipe w/GB 42" Dia Reinf Conc	LF	464.00	0.00	464.00	-4.00	460.00	90.00	-360.00



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Storm Sewer	48	Plug Pipe 14" thru 24" Dia	EA	3.00	0.00	3.00	5.00	8.00	1,000.00	5,000.00
	49	Connect Pipe to Exist Pipe	EA	20.00	0.00	20.00	1.00	21.00	500.00	500.00
	50	Remove Pipe All Sizes All Types	LF	4,390.00	0.00	4,390.00	-72.00	4,318.00	10.00	-720.00
	52	Adjust Manhole	EA	6.00	0.00	6.00	-3.00	3.00	500.00	-1,500.00
	179	* Lower MH Structure ST-12	LS	0.00	0.00	0.00	1.00	1.00	4,605.47	4,605.47
									Storm Sewer Sub Total (\$)	20,747.47
Paving	55	Remove Pavement 9" Thick All Types	SY	16,547.00	0.00	16,547.00	-200.80	16,346.20	13.00	-2,610.40
	56	Remove Pavement 15" Thick All Types	SY	19,264.00	0.00	19,264.00	-1,156.00	18,108.00	15.00	-17,340.00
	57	Topsoil - Strip & Spread	CY	2,626.00	0.00	2,626.00	-136.00	2,490.00	20.00	-2,720.00
	60	Subgrade Preparation	SY	43,539.00	0.00	43,539.00	1,191.00	44,730.00	2.50	2,977.50
	61	F&I Woven Geotextile	SY	43,539.00	0.00	43,539.00	1,191.00	44,730.00	2.50	2,977.50
	62	F&I Class 5 Agg - 6" Thick	SY	1,501.00	0.00	1,501.00	69.00	1,570.00	7.00	483.00
	63	F&I Class 5 Agg - 7" Thick	SY	2,552.00	0.00	2,552.00	-317.40	2,234.60	8.00	-2,539.20
	64	F&I Class 5 Agg - 12" Thick	SY	42,984.00	0.00	42,984.00	905.70	43,889.70	13.00	11,774.10
	65	F&I Edge Drain 4" Dia PVC	LF	8,106.00	0.00	8,106.00	-248.70	7,857.30	6.00	-1,492.20
	66	F&I Curb & Gutter Standard (Type II)	LF	17,992.00	-7,800.00	10,192.00	284.70	10,476.70	22.00	6,263.40
	67	Remove Curb & Gutter	LF	15,657.00	0.00	15,657.00	234.70	15,891.70	6.00	1,408.20
	68	F&I Valley Gutter Reinf Conc	SY	25.00	0.00	25.00	6.00	31.00	60.00	360.00
	69	F&I Pavement 10" Thick Doweled Conc	SY	37,926.00	0.00	37,926.00	-590.60	37,335.40	80.00	-47,248.00
	70	Remove Pavement 11" Thick Conc	SY	1,087.00	0.00	1,087.00	7.00	1,094.00	16.00	112.00
	71	F&I Sidewalk 4" Thick Reinf Conc	SY	5,890.00	0.00	5,890.00	192.70	6,082.70	50.00	9,635.00
	72	F&I Sidewalk 6" Thick Reinf Conc	SY	334.00	0.00	334.00	42.20	376.20	55.00	2,321.00
	73	Remove Sidewalk 4" Thick Conc	SY	4,759.00	0.00	4,759.00	311.40	5,070.40	10.00	3,114.00
	74	F&I Impressioned 4" Thick Reinf Conc	SY	4,728.00	0.00	4,728.00	55.70	4,783.70	105.00	5,848.50
75	F&I Driveway 7" Thick Reinf Conc	SY	639.00	0.00	639.00	84.20	723.20	70.00	5,894.00	
76	Remove Driveway All Thicknesses All Types	SY	771.00	0.00	771.00	52.50	823.50	12.00	630.00	
77	F&I Det Warn Panels Cast Iron	SF	568.00	0.00	568.00	64.00	632.00	50.00	3,200.00	



**CITY OF FARGO
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Paving	78	F&I Casting - Std Manhole	EA	10.00	0.00	10.00	6.00	16.00	440.00	2,640.00
	79	F&I Casting - Floating Manhole	EA	18.00	0.00	18.00	-9.00	9.00	1,500.00	-13,500.00
	80	Casting to Grade - Blvd	EA	14.00	0.00	14.00	6.00	20.00	700.00	4,200.00
	81	Casting to Grade - w/Conc	EA	49.00	0.00	49.00	22.00	71.00	500.00	11,000.00
	82	F&I Pavement Mix Base Course Asph	TON	598.00	0.00	598.00	-20.84	577.16	95.00	-1,979.80
	83	F&I Pavement Mix Wear Course Asph	TON	575.00	0.00	575.00	-41.74	533.26	95.00	-3,965.30
	84	Repair Pavement - Patch Asph	SY	7,300.00	0.00	7,300.00	-943.00	6,357.00	40.00	-37,720.00
	85	Remove Pavement All Thicknesses Asph	SY	3,700.00	0.00	3,700.00	12.00	3,712.00	12.00	144.00
	86	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	3,380.00	0.00	3,380.00	-130.00	3,250.00	8.00	-1,040.00
	87	Mulching Type 1 - Hydro	SY	9,383.00	0.00	9,383.00	2,884.90	12,267.90	0.35	1,009.72
	88	Seeding Type B	SY	9,383.00	0.00	9,383.00	2,884.90	12,267.90	0.30	865.47
	89	Silt Fence - Standard	LF	265.00	0.00	265.00	-265.00	0.00	3.00	-795.00
	91	Inlet Protection - New Inlet	EA	55.00	0.00	55.00	-28.00	27.00	165.00	-4,620.00
	92	Temp Construction Entrance	EA	8.00	0.00	8.00	-2.00	6.00	1,500.00	-3,000.00
	93	Flagging	MHR	2,500.00	0.00	2,500.00	856.25	3,356.25	40.00	34,250.00
	173	F&I Curb & Gutter Custom	LF	7,800.00	0.00	7,800.00	259.50	8,059.50	24.15	6,266.93
	184	* Traffic Control - Holiday Inn DW	LS	0.00	0.00	0.00	1.00	1.00	2,750.00	2,750.00
185	* Traffic Control - Mobile Pedestrian Ramp	LS	0.00	0.00	0.00	1.00	1.00	1,870.00	1,870.00	
Paving Sub Total (\$)										-18,575.59
Street Lights	95	Remove Street Light	EA	41.00	0.00	41.00	2.00	43.00	110.00	220.00
	96	Remove Base	EA	41.00	0.00	41.00	2.00	43.00	360.00	720.00
	97	Remove Feed Point	EA	3.00	0.00	3.00	1.00	4.00	550.00	550.00
	98	F&I Base 7' Deep Reinf Conc	EA	36.00	0.00	36.00	6.00	42.00	440.00	2,640.00
	99	F&I Innerduct 1.5" Dia	LF	8,213.00	0.00	8,213.00	273.00	8,486.00	6.50	1,774.50
	101	F&I Light Standard Type A	EA	36.00	0.00	36.00	5.00	41.00	2,100.00	10,500.00
	102	F&I Conductor #6 USE Cu	LF	23,952.00	0.00	23,952.00	2,972.00	26,924.00	1.35	4,012.20
Street Lights Sub Total (\$)										20,416.70



**CITY OF FARGO
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Traffic Signals	112	Salvage Signal Standard	EA	4.00	0.00	4.00	-1.00	3.00	275.00	-275.00
	113	Sandblast Signal Standard	EA	4.00	0.00	4.00	-1.00	3.00	2,750.00	-2,750.00
	114	Paint Signal Standard	EA	4.00	0.00	4.00	-1.00	3.00	1,650.00	-1,650.00
	132	F&I Traffic Signal Feed Point	EA	1.00	0.00	1.00	1.00	2.00	6,050.00	6,050.00
	137	F&I Conduit 2" Dia	LF	6,051.00	0.00	6,051.00	-176.00	5,875.00	7.00	-1,232.00
	138	F&I Conduit 4" Dia	LF	1,369.00	0.00	1,369.00	121.00	1,490.00	11.00	1,331.00
	143	F&I Signal Cable Loop Lead-in	LF	18,859.00	0.00	18,859.00	-27.00	18,832.00	2.00	-54.00
	148	F&I Fiber Optic Cable	LF	5,000.00	0.00	5,000.00	761.00	5,761.00	3.00	2,283.00
	150	F&I Detection In-Ground Loop	EA	117.00	0.00	117.00	6.00	123.00	1,485.00	8,910.00
	181	* Traffic Control - Signal Loop Repair	LS	0.00	0.00	0.00	1.00	1.00	522.50	522.50
	186	* Missed Bid Item - 10' Type V	LS	0.00	0.00	0.00	1.00	1.00	2,035.00	2,035.00
Traffic Signals Sub Total (\$)										15,170.50
Pavement Marking	162	F&I Grooved Plastic Film Message	SF	918.00	-200.00	718.00	128.00	846.00	33.00	4,224.00
	163	F&I Grooved Plastic Film 8" Wide	LF	8,366.00	-750.00	7,616.00	383.50	7,999.50	10.00	3,835.00
	164	F&I Grooved Contrast Film 7" Wide	LF	5,854.00	-150.00	5,704.00	-398.00	5,306.00	10.00	-3,980.00
	165	Paint Epoxy Message	SF	1,235.00	0.00	1,235.00	-260.00	975.00	11.00	-2,860.00
	166	F&I Methacrylate 6" Wide	LF	2,257.00	0.00	2,257.00	27.50	2,284.50	24.00	660.00
	167	F&I Methacrylate 16" Wide	LF	628.00	0.00	628.00	64.50	692.50	42.00	2,709.00
	175	Paint Epoxy Line 4" Wide	LF	600.00	0.00	600.00	-376.00	224.00	2.15	-808.40
	176	Paint Epoxy Line 8" Wide	LF	1,200.00	0.00	1,200.00	-321.00	879.00	6.60	-2,118.60
	177	Paint Epoxy Line 16" Wide	LF	80.00	0.00	80.00	-80.00	0.00	14.30	-1,144.00
	178	Paint Epoxy Message	SF	500.00	0.00	500.00	-230.00	270.00	13.20	-3,036.00
180	* Parking Lot Pavement Markings	LS	0.00	0.00	0.00	1.00	1.00	2,189.00	2,189.00	
Pavement Marking Sub Total (\$)										-330.00
Signing	169	F&I Sign Assembly & Anchor	EA	33.00	0.00	33.00	8.00	41.00	84.00	672.00
	170	F&I Diamond Grade Cubed	SF	45.00	0.00	45.00	46.00	91.00	27.00	1,242.00
	171	F&I High Intensity Prismatic	SF	218.00	0.00	218.00	-24.00	194.00	23.00	-552.00



**CITY OF FARGO
ENGINEERING DEPARTMENT
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Signing	174	Construction Signing	SF	20.00	0.00	20.00	-10.00	10.00	170.50	-1,705.00
									Signing Sub Total (\$)	-343.00
* NC Items									Grand Total (\$)	-108,198.92

Summary

Source Of Funding

Net Amount Change Order # 4 (\$)	-108,198.92
Previous Change Orders (\$)	35,059.32
Original Contract Amount (\$)	10,610,886.25
Total Contract Amount (\$)	10,537,746.65

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

CONTRACT TIME

Current Completion Date
10/31/2016

Additional Days
0.00

New Completion Date
10/31/2016

Description

APPROVED

APPROVED DATE

For Contractor

Department Head

Title

Mayor

Attest

[Handwritten Signature]
CFO

[Handwritten Signature]

7/25/17

35h

AMENDED REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-15-K1 Type: Final Balancing Change Order #4
 Location: 38th & 40th St S Hearing: 7/10/2017

<u>Routing</u>	<u>Date</u>	
City Commission	<u>7/17/2017</u>	<u>7/31/2017</u>
PWPEC File	<u>X</u>	
Project File	<u>Jason Leonard</u>	

The Committee reviewed the Final Balancing Change Order #4 in the amount of -\$21,219.79. This will bring the final contract amount to \$909,991.64.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of the Final Balancing Change Order #4.

RECOMMENDED MOTION

Approve the Amended Final Contract in the amount of \$909,991.64 to Northern Improvement.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Gilmour, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mark Bittner, Director of Engineering	<input 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"/>	
City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E Derrig, P.E.
 Division Engineer

C: Jen Graphenteen



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Improvement District No.	BN-15-K1		
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals		
Type	Utilities and Paving New		
Description	38st St S in the T Sloan Addition		
Pay Estimate Number	11 - FINAL		
From Date	12/08/2016	To Date	07/13/2017

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Northern Improvement Co has performed the work to date shown on this statement

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Miscellaneous										
1 Temp Fence - Safety	LF	300.00	3.85	300.00	1,155.00	0.00	0.00	300.00	1,155.00	100.00
2 Clear & Grub	LS	1.00	850.00	1.00	850.00	0.00	0.00	1.00	850.00	100.00
3 Mulching Type 2 - Straw	SY	10,063.00	0.08	10,063.00	805.04	0.00	0.00	10,063.00	805.04	100.00
4 Seeding Type B	SY	5,032.00	0.22	5,032.00	1,107.04	0.00	0.00	5,032.00	1,107.04	100.00
5 Stormwater Management	LS	1.00	3,000.00	1.00	3,000.00	0.00	0.00	1.00	3,000.00	100.00
6 Temp Construction Entrance	EA	1.00	1,500.00	1.00	1,500.00	0.00	0.00	1.00	1,500.00	100.00
7 Silt Fence - Standard	LF	0.00	2.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8 Sediment Control Log 10" to 15" Dia	LF	0.00	2.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9 Inlet Protection - New Inlet	EA	6.00	265.00	6.00	1,590.00	0.00	0.00	6.00	1,590.00	100.00
10 Inlet Protection - Existing Inlet	EA	6.00	210.00	6.00	1,260.00	0.00	0.00	6.00	1,260.00	100.00



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)
11 F&I W-Beam Guardrail	LF	262.00	30.00	262.00	7,860.00	0.00	0.00	262.00	7,860.00	100.00
12 F&I W-Beam Guardrail End Terminal	EA	2.00	5,000.00	2.00	10,000.00	0.00	0.00	2.00	10,000.00	100.00
13 F&I Fence	LF	273.00	34.00	273.00	9,282.00	0.00	0.00	273.00	9,282.00	100.00
14 Remove W-Beam Guardrail & Posts	LF	270.00	5.50	270.00	1,485.00	0.00	0.00	270.00	1,485.00	100.00
15 Remove Fence	LF	282.00	7.75	282.00	2,185.50	0.00	0.00	282.00	2,185.50	100.00
70 Salvage Tree	EA	20.00	198.00	20.00	3,960.00	0.00	0.00	20.00	3,960.00	100.00
72 Extra - TrafficControl/Signals	LS	1.00	553.30	1.00	553.30	0.00	0.00	1.00	553.30	100.00
78 Additional Compensation to hydromulch	LS	1.00	1,812.26	1.00	1,812.26	0.00	0.00	1.00	1,812.26	100.00
79 Additional Compensation for Hydro Mulch	LS	1.00	1,307.27	1.00	1,307.27	0.00	0.00	1.00	1,307.27	100.00
Miscellaneous Sub Total					49,712.41		0.00		49,712.41	
Sanitary Sewer										
16 F&I Manhole 4' Dia Reinf Conc	EA	4.00	4,000.00	4.00	16,000.00	0.00	0.00	4.00	16,000.00	100.00
17 F&I Pipe SDR 26 - 6" Dia PVC	LF	383.00	24.50	385.00	9,432.50	-2.00	-49.00	383.00	9,383.50	100.00
18 F&I Pipe SDR 26 - 8" Dia PVC	LF	63.00	27.00	63.00	1,701.00	0.00	0.00	63.00	1,701.00	100.00
19 F&I Pipe SDR 35 - 10" Dia PVC	LF	1,234.00	28.50	1,241.00	35,368.50	-7.00	-199.50	1,234.00	35,169.00	100.00
20 Connect Pipe to Exist Structure	EA	1.00	2,200.00	1.00	2,200.00	0.00	0.00	1.00	2,200.00	100.00
Sanitary Sewer Sub Total					64,702.00		-248.50		64,453.50	
Water Main										
21 F&I Fittings Ductile Iron	LB	4,725.00	1.10	4,425.00	4,867.50	300.00	330.00	4,725.00	5,197.50	100.00
22 F&I Hydrant	EA	5.00	4,400.00	5.00	22,000.00	0.00	0.00	5.00	22,000.00	100.00



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)		
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
23 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	45.00	22.00	45.00	990.00	0.00	0.00	45.00	990.00	100.00
24 F&I Pipe C900 DR 18 - 10" Dia PVC	LF	5.00	40.00	5.00	200.00	0.00	0.00	5.00	200.00	100.00
25 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,582.90	32.00	1,442.00	46,144.00	140.90	4,508.80	1,582.90	50,652.80	100.00
26 F&I Gate Valve 6" Dia	EA	5.00	1,550.00	5.00	7,750.00	0.00	0.00	5.00	7,750.00	100.00
27 F&I Gate Valve 10" Dia	EA	1.00	2,860.00	1.00	2,860.00	0.00	0.00	1.00	2,860.00	100.00
28 F&I Gate Valve 12" Dia	EA	3.00	3,520.00	3.00	10,560.00	0.00	0.00	3.00	10,560.00	100.00
71 Bore Pipe C900 DR 18 - 12" Dia PVC	LF	130.00	82.50	130.00	10,725.00	0.00	0.00	130.00	10,725.00	100.00
74 Exploratory work to ensure watermain was away from Cass County Electric Line	LS	1.00	1,065.00	1.00	1,065.00	0.00	0.00	1.00	1,065.00	100.00
75 F&I Hydrant Ext. 6" High	EA	2.00	969.24	2.00	1,938.48	0.00	0.00	2.00	1,938.48	100.00
76 F&I Hydrant Ext. 12" High	EA	2.00	1,088.77	2.00	2,177.54	0.00	0.00	2.00	2,177.54	100.00
Water Main Sub Total				111,277.52			4,838.80		116,116.32	
Storm Sewer										
29 F&I Manhole 4' Dia Reinf Conc	EA	10.00	2,090.00	5.00	10,450.00	5.00	10,450.00	10.00	20,900.00	100.00
30 F&I Inlet - Single Box (SBI) Reinf Conc	EA	6.00	1,760.00	4.00	7,040.00	2.00	3,520.00	6.00	10,560.00	100.00
31 F&I Pipe 15" Dia Reinf Conc	LF	274.00	27.00	273.00	7,371.00	1.00	27.00	274.00	7,398.00	100.00
32 F&I Pipe 24" Dia Reinf Conc	LF	1,464.30	38.00	1,461.00	55,518.00	3.30	125.40	1,464.30	55,643.40	100.00
33 Remove Pipe All Sizes All Types	LF	180.00	15.00	180.00	2,700.00	0.00	0.00	180.00	2,700.00	100.00
77 Modify Manhole	EA	1.00	429.46	1.00	429.46	0.00	0.00	1.00	429.46	100.00
Storm Sewer Sub Total				83,508.46			14,122.40		97,630.86	



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract				Previous		Current		To Date		Percentage
	Unit	Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)
Paving										
34 Topsoil - Strip	LS	1.00	11,000.00	1.00	11,000.00	0.00	0.00	1.00	11,000.00	100.00
35 Topsoil - Spread	LS	1.00	14,500.00	1.00	14,500.00	0.00	0.00	1.00	14,500.00	100.00
36 Fill - Contractor Supply	CY	1,596.77	13.00	500.00	6,500.00	1,096.77	14,258.01	1,596.77	20,758.01	100.00
37 Excavation	CY	2,290.21	3.30	2,290.21	7,557.69	0.00	0.00	2,290.21	7,557.69	100.00
38 Subcut	CY	2,150.00	5.50	2,150.00	11,825.00	0.00	0.00	2,150.00	11,825.00	100.00
39 Subgrade Preparation	SY	7,861.00	1.40	7,861.00	11,005.40	0.00	0.00	7,861.00	11,005.40	100.00
40 F&I Woven Geotextile	SY	7,953.00	1.40	7,953.00	11,134.20	0.00	0.00	7,953.00	11,134.20	100.00
41 F&I Class 5 Agg - 8" Thick	SY	8,405.00	8.50	8,405.00	71,442.50	0.00	0.00	8,405.00	71,442.50	100.00
42 F&I Edge Drain 4" Dia PVC	LF	1,950.00	6.50	1,950.00	12,675.00	0.00	0.00	1,950.00	12,675.00	100.00
43 F&I Curb & Gutter Standard (Type II)	LF	2,416.00	16.00	2,416.00	38,656.00	0.00	0.00	2,416.00	38,656.00	100.00
44 Remove Curb & Gutter	LF	200.00	6.00	200.00	1,200.00	0.00	0.00	200.00	1,200.00	100.00
45 F&I Sidewalk 4" Thick Reinf Conc	SY	187.95	45.00	187.95	8,457.75	0.00	0.00	187.95	8,457.75	100.00
46 F&I Sidewalk 6" Thick Reinf Conc	SY	0.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
47 Remove Sidewalk 4" Thick Conc	SY	56.70	7.00	56.70	396.90	0.00	0.00	56.70	396.90	100.00
48 F&I Driveway 7" Thick Reinf Conc	SY	316.33	65.00	316.33	20,561.45	0.00	0.00	316.33	20,561.45	100.00
49 Remove Driveway All Thicknesses All Types	SY	137.00	15.00	137.00	2,055.00	0.00	0.00	137.00	2,055.00	100.00
50 F&I Det Warn Panels Cast Iron	SF	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
51 F&I Aggregate for Asph Pavement FAA 43	TON	3,185.06	36.50	3,185.06	116,254.69	0.00	0.00	3,185.06	116,254.69	100.00
52 F&I Asphalt Cement PG 58-34	GAL	40,318.13	1.90	40,318.13	76,604.45	0.00	0.00	40,318.13	76,604.45	100.00



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract		Previous				Current		To Date		Percentage	
	Unit	Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)	
53	Casting to Grade - Blvd	EA	10.00	300.00	10.00	3,000.00	0.00	0.00	10.00	3,000.00	100.00
54	Casting to Grade - no Conc	EA	11.00	550.00	11.00	6,050.00	0.00	0.00	11.00	6,050.00	100.00
55	GV Box to Grade - Blvd	EA	8.00	300.00	8.00	2,400.00	0.00	0.00	8.00	2,400.00	100.00
56	Remove Pavement All Thicknesses Asph	SY	7,395.00	4.75	7,395.00	35,126.25	0.00	0.00	7,395.00	35,126.25	100.00
73	Remove Existing Concrete Diamond and Replace Casting Lid with an EJ Self Leveling	LS	1.00	2,032.06	1.00	2,032.06	0.00	0.00	1.00	2,032.06	100.00
Paving Sub Total					470,434.34		14,258.01		484,692.35		
Street Lights											
57	F&I Feed Point	EA	1.00	6,000.00	1.00	6,000.00	0.00	0.00	1.00	6,000.00	100.00
58	F&I Base 6' Deep Reinf Conc	EA	20.00	415.00	20.00	8,300.00	0.00	0.00	20.00	8,300.00	100.00
59	F&I Conductor #6 USE Cu	LF	9,000.00	1.25	9,000.00	11,250.00	0.00	0.00	9,000.00	11,250.00	100.00
60	F&I Innerduct 1.5" Dia	LF	3,200.00	4.15	3,200.00	13,280.00	0.00	0.00	3,200.00	13,280.00	100.00
61	F&I Luminaire Type A	EA	20.00	700.00	20.00	14,000.00	0.00	0.00	20.00	14,000.00	100.00
62	F&I Light Standard Type A	EA	20.00	1,200.00	20.00	24,000.00	0.00	0.00	20.00	24,000.00	100.00
80	Extra - StreetLights	LS	1.00	9,048.20	0.00	0.00	1.00	9,048.20	1.00	9,048.20	100.00
81	Relocating the project Feed Point	LS	1.00	660.00	0.00	0.00	1.00	660.00	1.00	660.00	100.00
Street Lights Sub Total					76,830.00		9,708.20		86,538.20		
Signing											
63	F&I Diamond Grade Cubed	SF	22.30	22.00	22.30	490.60	0.00	0.00	22.30	490.60	100.00
64	F&I Sign Assembly	EA	7.00	85.00	7.00	595.00	0.00	0.00	7.00	595.00	100.00
65	Traffic Control - Minor	LS	1.00	1,500.00	1.00	1,500.00	0.00	0.00	1.00	1,500.00	100.00



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract				Previous		Current		To Date		Percentage
	Unit	Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)
66 F&I Sign Assembly & Anchor	EA	8.00	88.00	8.00	704.00	0.00	0.00	8.00	704.00	100.00
67 F&I High Intensity Prismatic	SF	10.00	20.00	10.00	200.00	0.00	0.00	10.00	200.00	100.00
68 F&I Engineering Grade	SF	28.30	18.00	28.30	509.40	0.00	0.00	28.30	509.40	100.00
Signing Sub Total					3,999.00		0.00		3,999.00	
Pavement Markings										
69 Paint Epoxy Line 4" Wide	LF	3,083.00	3.00	3,083.00	9,249.00	0.00	0.00	3,083.00	9,249.00	100.00
Pavement Markings Sub Total					9,249.00		0.00		9,249.00	
Summary										
1. Original Contract Amount										\$ 905,909.45
2. Net Change by Change Order										\$ 6,482.19
3. Contract Amount To Date										\$ 912,391.64
4. Total Work Completed										\$ 912,391.64
5. Hold Amount										\$ 0.00
6. Hold Release										\$ 0.00
7. Material on Hand (Payment)										\$ 0.00
8. Material on Hand (Recovery)										\$ 0.00
9. Total amount before Retainage										\$ 912,391.64
10. Retainage (4.77%)										\$ 43,485.64
11. Total Less Retainage (9-10)										\$ 868,906.00
12. Retainage Release										\$ 43,485.64



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

13. Adjustments	\$ -2,400.00
Liquidated Damages (Liquidated Damages due to road work not completed. 2 days @ \$1,200 per day)	2,400.00
Liquidated Damages (LDs: 2 days @ \$1200/day, in addition to recovering \$2400 overpayment from previous Pay Estimate.)	-4,800.00
14. Total Due to Date	\$ 909,991.64
15. Less Previous Payments	\$ 828,627.09
16. Amount allowed Pay Estimate # 11 - FINAL	\$ 81,364.55

WorkFlow History

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator, Division Head, Project Manager	12/13/2016	jleonard	StageInitialized			
Draft	Administrator, Division Head, Project Manager	07/10/2017	jleonard	Complete			
Completed	Administrator, Department Head, Division Head	07/10/2017	jleonard	StageInitialized			
Completed	Administrator, Department Head, Division Head	07/13/2017	cshumake	Re-draft			
Draft	Administrator, Division Head, Project Manager	07/13/2017	jleonard	StageInitialized			
Draft	Administrator, Division Head, Project Manager	07/13/2017	jleonard	Complete			
Completed	Administrator, Department Head, Division Head	07/13/2017	jleonard	StageInitialized			
Completed	Administrator, Department Head, Division Head	07/25/2017	cshumake	Re-draft			
Draft	Administrator, Division Head, Project Manager	07/25/2017	jleonard	StageInitialized			
Draft	Administrator, Division Head, Project Manager	07/25/2017	cshumake	Complete			
Completed	Administrator, Department Head, Division Head	07/25/2017	jleonard	StageInitialized			

REPORT OF ACTION

(351)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. FM-15-B1

Type: Final Balancing Change Order #6

Location: Rose Creek Golf Course Flood Risk Management - Phase 1 Date of Hearing: 7/24/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/31/2017</u>
PWPEC File	<u>X</u>
Project Files	<u>Jody Bertrand</u>

The Committee reviewed the Final Balancing Change Order #6 in the amount of -\$45,585.64. This brings the final contract amount to \$2,417,640.81.

On a motion by Mark Bittner, seconded by Ben Dow, the Committee voted to approve the Final Balancing Change Order #6.

RECOMMENDED MOTION

Approve the Final Balancing Change Order #6 in the amount of -\$45,585.64 to Griffin Construction Co, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax Fund 460

	<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>✓</u>
Tim Mahoney, Mayor	<u> </u>	<u> </u>	<u> </u>	
Jim Gilmour, Director of Planning	<u> </u>	<u> </u>	<u> </u>	
Steve Dirksen, Fire Chief	<u> </u>	<u> </u>	<u> </u>	
Mark Bittner, Director of Engineering	<u> </u>	<u> </u>	<u> </u>	
Bruce Grubb, City Administrator	<u> </u>	<u> </u>	<u> </u>	
Ben Dow, Director of Operations	<u> </u>	<u> </u>	<u> </u>	
Steve Sprague, City Auditor	<u> </u>	<u> </u>	<u> </u>	
City Engineer	<u> </u>	<u> </u>	<u> </u>	<u>Brenda Derrig</u>
Kent Costin, Finance Director	<u> </u>	<u> </u>	<u> </u>	

ATTEST:

B. E. Derrig
 Brenda E. Derrig, P.E.
 Division Engineer



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

Project No	FM-15-B1	Change Order No	6
Project Name	Rose Creek Golf Course Flood Risk Management Project		
Date Entered	6/27/2017	For	Griffin Construction Co Inc

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

EXPLANATION OF CHANGE: Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	4	Temp Fence - Safety	LF	2,240.00	0.00	2,240.00	-351.00	1,889.00	2.50	-877.50
	8	Temp Pumping	LS	1.00	0.00	1.00	-1.00	0.00	1,500.00	-1,500.00
	11	Remove Tree	EA	192.00	0.00	192.00	1.00	193.00	85.00	85.00
	13	Silt Fence - Standard	LF	3,740.00	0.00	3,740.00	-2,138.00	1,602.00	1.75	-3,741.50
	14	Sediment Control Log 6" to 8" Dia	LF	275.00	0.00	275.00	-275.00	0.00	1.75	-461.25
Miscellaneous Sub Total (\$)										-6,515.25
Grand Total (\$)										-6,515.25
Irrigation	19	75' VIH FC Sprinkler	EA	87.00	0.00	87.00	-2.00	85.00	635.00	-1,270.00
	22	F&I Irrigation Pipe 2" Dia HDPE	LF	10,375.00	0.00	10,375.00	-109.00	10,266.00	3.00	-327.00
	23	F&I Irrigation Pipe 6" Dia HDPE	LF	5,700.00	0.00	5,700.00	-345.00	5,355.00	10.00	-3,450.00
Irrigation Sub Total (\$)										-5,047.00
Grand Total (\$)										-5,047.00
Storm Sewer	32	F&I Pipe w/GB 4" Dia Perf. HDPE	LF	531.00	-5.00	526.00	-133.00	393.00	12.00	-1,596.00
	33	F&I Pipe 6" Dia HDPE	LF	1,323.00	10.00	1,333.00	-31.00	1,302.00	14.00	-434.00
	40	Remove Inlet	EA	8.00	0.00	8.00	-1.00	7.00	700.00	-700.00
	44	Remove Pipe All Sizes All Types	LF	2,294.00	0.00	2,294.00	-278.00	2,016.00	15.00	-4,170.00
Storm Sewer Sub Total (\$)										-6,900.00
Grand Total (\$)										-6,900.00



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

Paving	53	F&I Sidewalk Curb	LF	520.00	0.00	520.00	97.00	617.00	11.00	1,067.00
	56	Concrete Washout Area	EA	2.00	0.00	2.00	-1.00	1.00	1,000.00	-1,000.00
										Paving Sub Total (\$)
										67.00
										Grand Total (\$)
										67.00
Flood Mitigation	57	Topsoil - Strip	CY	15,014.00	0.00	15,014.00	-7,507.00	7,507.00	1.50	-11,260.50
	59	Fill - Haul	CY	65,000.00	0.00	65,000.00	-9,175.00	55,825.00	5.40	-49,545.00
	60	Fill - Impervious	CY	25,413.00	0.00	25,413.00	1,848.00	27,261.00	1.88	3,474.24
	61	Fill - Random	CY	69,324.00	0.00	69,324.00	239.00	69,563.00	1.55	370.45
	62	Excavation	CY	41,549.00	0.00	41,549.00	10,052.00	51,601.00	2.33	23,421.16
										Flood Mitigation Sub Total (\$)
										-33,539.65
										Grand Total (\$)
										-33,539.65
Alternate	71	75' VIH FC Sprinkler	EA	15.00	0.00	15.00	5.00	20.00	635.00	3,175.00
	74	F&I Basin 12" Dia HDPE	EA	8.00	0.00	8.00	1.00	9.00	650.00	650.00
	77	F&I Flared End Section 12" Dia HDPE	EA	2.00	0.00	2.00	1.00	3.00	22.00	22.00
	82	F&I Pipe w/GB 4" Dia Perf. HDPE	LF	2,481.00	7.00	2,488.00	-166.00	2,322.00	12.00	-1,992.00
	84	F&I Pipe 6" Dia HDPE	LF	1,832.00	85.00	1,917.00	1.00	1,918.00	14.00	14.00
	85	F&I Pipe 12" Dia HDPE	LF	282.00	3.00	285.00	189.00	474.00	22.00	4,158.00
	87	Rem & Repl Sod	SF	3,699.00	0.00	3,699.00	-2,219.40	1,479.60	0.50	-1,109.70
	92	Remove Tree	EA	96.00	0.00	96.00	8.00	104.00	85.00	680.00
	93	Remove Pavement All Thicknesses All Types	SY	517.00	0.00	517.00	119.00	836.00	5.00	595.00
	95	Topsoil - Strip	CY	6,909.00	0.00	6,909.00	-3,454.00	3,455.00	1.50	-5,181.00
	97	Fill - Haul	CY	1,526.00	0.00	1,526.00	-265.00	1,261.00	5.40	-1,431.00
	98	Fill - Random	CY	9,771.00	0.00	9,771.00	-478.00	9,293.00	1.55	-740.90
	99	Excavation	CY	8,271.00	0.00	8,271.00	3,242.00	11,513.00	2.33	7,553.86
	100	F&I Sidewalk Curb	LF	394.00	0.00	394.00	-4.00	390.00	11.00	-44.00
										Alternate Sub Total (\$)
										6,349.26
										Grand Total (\$)
										6,349.26

Summary



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Source Of Funding

Net Amount Change Order # 6 (\$)	-45,585.64
Previous Change Orders (\$)	-14,970.49
Original Contract Amount (\$)	2,478,196.94
Total Contract Amount (\$)	2,417,640.81

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
09/23/2016	0.00	09/23/2016

Description

APPROVED

APPROVED DATE

For Contractor

Department Head

Title


CEO

 7/25/17

Attest

AMENDED
ENGINEER'S REPORT

36

SANITARY SEWER, WATER MAIN, STORM SEWER,
PAVING, STREET LIGHTS, SITE GRADING & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-17-G

Nature & Scope

This project is for the new construction of underground utilities, asphalt pavement, and street lights along with the expansion of the storm water pond to the north of the development to support their water retention requirements.

Purpose

This project will provide the infrastructure for the single family homes in Bison Meadows Addition as requested by the Developer and also expand the City owned ponds to the north to provide the storm water requirements.

Feasibility

The estimated cost of construction is \$1,623,000. The entire costs of the project will be special assessed. The cost breakdown will be as follows:

Special Assessment

Estimated Construction Cost:	\$ 1,403,446.00
Engineering Fees (7%):	\$ 98,241.22
Legal & Misc Fees (7%):	\$ 98,241.22
Administration Fees (6%):	\$ 84,206.76
Interest Fees (4%):	\$ 56,137.84
Total Estimated Assessed Cost:	\$ 1,740,273.04

Cass Rural Water

Estimated Construction Cost:	\$ 219,554.00
Engineering Fees (7%):	\$ 15,368.78
Legal & Misc Fees (7%):	\$ 15,368.78
Administration Fees (6%):	\$ 13,173.24
Interest Fees (4%):	\$ 8,782.16
Total Estimated Cass Rural Water Cost:	\$ 272,246.96

Totals

Total Estimated Cost:	\$ 2,012,520.00
Estimated Assessed Cost:	\$ 1,740,273.04
Estimated Cass Rural Water:	\$ 272,246.96

The cost to property owners will be per City policy.

We believe this project to be cost effective.



B. E. D.
 Brenda E. Derrig, P.E.
 Division Engineer

(31-1)

July 12, 2017

CITY COMMISSION ACTION

7/17/17 Delayed 2 weeks

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-17-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, July 12, 2017, for Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lights & Incidentals, Improvement District No. BN-17-A1, located at 19th Avenue North from 45th Street to 57th Street North

The bids were as follows:

Master Construction Co., Inc.	\$ 8,044,768.45
Dakota Underground Co., Inc.	\$ 8,449,482.20
Quam Construction	\$ 8,706,568.85
Northern Improvement Co.	\$ 8,715,898.80
Ryan Contracting	\$ 8,736,620.40
Gladden Construction Inc.	\$ 9,143,267.95
Engineer's Estimate	\$10,455,691.00

The special assessment escrow is not required.

Two protests were received amounting to 28.03% of the Improvement District. We recommend that protests be declared insufficient and the contract be awarded to Master Construction Co, Inc. in the amount of \$8,044,768.45 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/jmg



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-17-A1

**Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC
Concrete Paving, Street Lighting & Inciden**

19th Avenue North from 45th Street N to 57th Street N

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE April E. Walker, do hereby certify as follows:

That I am the City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting & Inciden Improvement District # BN-17-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I Manhole 4' Dia Reinf Conc	EA	2.00	3,200.00	6,400.00
2 F&I Manhole w/Ext Drop 6' Dia Reinf Conc	EA	3.00	7,600.00	22,800.00
3 Connect Pipe to Exist Pipe	EA	2.00	500.00	1,000.00
4 Plug Pipe 8" Dia	EA	11.00	500.00	5,500.00
5 Plug Pipe 12" Dia	EA	1.00	600.00	600.00
6 Plug Pipe 36" Dia	EA	1.00	1,000.00	1,000.00
7 Bore Pipe 48" Dia Steel	LF	168.00	850.00	142,800.00
8 F&I Pipe SDR 26 - 8" Dia PVC	LF	820.00	34.00	27,880.00
9 F&I Pipe SDR 35 - 12" Dia PVC	LF	523.00	39.00	20,397.00
10 F&I Pipe SDR 35 - 36" Dia PVC	LF	4,830.00	141.00	681,030.00
11 F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	955.00	49.00	46,795.00
12 F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	47.00	54.00	2,538.00
13 F&I Pipe w/GB SDR 35 - 36" Dia PVC	LF	306.00	155.00	47,430.00
14 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	200.00	5.00	1,000.00
15 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	500.00	6.00	3,000.00
16 F&I Manhole 6' Dia Reinf Conc	EA	15.00	6,300.00	94,500.00
Sanitary Sewer Total				1,104,670.00
Water Main				
17 F&I Fittings Ductile Iron	LB	10,490.00	3.00	31,470.00
18 F&I Hydrant	EA	14.00	4,150.00	58,100.00
19 F&I Insulation 4" Thick	SY	400.00	20.00	8,000.00
20 Bore Pipe 24" Dia Steel	LF	166.00	410.00	68,060.00
21 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	239.00	40.00	9,560.00
22 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	56.00	50.00	2,800.00
23 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	632.00	41.00	25,912.00
24 F&I Pipe C900 DR 18 - 16" Dia PVC	LF	4,872.00	50.00	243,600.00
25 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	100.00	60.00	6,000.00
26 F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	536.00	51.00	27,336.00
27 F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	212.00	62.00	13,144.00
28 F&I Gate Valve 6" Dia	EA	14.00	1,000.00	14,000.00
29 F&I Gate Valve 8" Dia	EA	1.00	1,400.00	1,400.00
30 F&I Gate Valve 12" Dia	EA	8.00	2,300.00	18,400.00
31 F&I Gate Valve 16" Dia	EA	8.00	9,100.00	72,800.00
32 F&I Hydrant Ext. 12" High	EA	5.00	700.00	3,500.00
Water Main Total				604,082.00
Storm Sewer				
33 F&I Manhole 4' Dia Reinf Conc	EA	6.00	2,400.00	14,400.00
34 F&I Manhole 5' Dia Reinf Conc	EA	5.00	3,300.00	16,500.00



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-17-A1

**Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC
Concrete Paving, Street Lighting & Inciden**

35 F&I Manhole 6' Dia Reinf Conc	EA	7.00	4,200.00	29,400.00
36 F&I Manhole 7' Dia Reinf Conc	EA	5.00	5,800.00	29,000.00
37 F&I Manhole 8' Dia Reinf Conc	EA	2.00	8,200.00	16,400.00
38 F&I Inlet - Manhole (MHI) Type E Reinf Conc	EA	1.00	8,700.00	8,700.00
39 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	17.00	2,160.00	36,720.00
40 F&I Inlet - Manhole (MHI) 6' Dia Reinf Conc	EA	2.00	3,950.00	7,900.00
41 F&I Inlet - Manhole (MHI) 7' Dia Reinf Conc	EA	1.00	5,900.00	5,900.00
42 F&I Inlet - Single Box (SBI) Reinf Conc	EA	1.00	2,000.00	2,000.00
43 F&I Inlet - Double Box (DBI) Reinf Conc	EA	26.00	2,600.00	67,600.00
44 F&I Inlet - Round (RDI) Reinf Conc	EA	3.00	1,550.00	4,650.00
45 F&I Outlet Structure	EA	1.00	14,500.00	14,500.00
46 Connect Pipe to Exist Pipe	EA	2.00	500.00	1,000.00
47 Plug Pipe 4" thru 12" Dia	EA	1.00	200.00	200.00
48 Plug Pipe 14" thru 24" Dia	EA	3.00	300.00	900.00
49 Bore Pipe 60" Dia Reinf Conc	LF	150.00	1,100.00	165,000.00
50 F&I Pipe 12" Dia	LF	418.00	27.00	11,286.00
51 F&I Pipe 15" Dia Reinf Conc	LF	979.00	41.00	40,139.00
52 F&I Pipe 18" Dia Reinf Conc	LF	1,172.00	43.00	50,396.00
53 F&I Pipe 24" Dia Reinf Conc	LF	299.00	48.00	14,352.00
54 F&I Pipe 27" Dia Reinf Conc	LF	42.00	59.00	2,478.00
55 F&I Pipe 30" Dia Reinf Conc	LF	1,256.00	72.00	90,432.00
56 F&I Pipe 42" Dia Reinf Conc	LF	1,175.00	115.00	135,125.00
57 F&I Pipe 48" Dia Reinf Conc	LE	1,684.00	144.00	242,496.00
58 F&I Pipe 54" Dia Reinf Conc	LF	312.00	168.00	52,416.00
59 F&I Pipe 60" Dia Reinf Conc	LF	210.00	188.00	39,480.00
60 Remove Pipe All Sizes All Types	LF	150.00	5.00	750.00
61 F&I Pipe w/GB 15" Dia Reinf Conc	LF	536.00	51.00	27,336.00
62 F&I Pipe w/GB 18" Dia Reinf Conc	LF	834.00	53.00	44,202.00
63 F&I Pipe w/GB 24" Dia Reinf Conc	LF	73.00	58.00	4,234.00
64 F&I Pipe w/GB 27" Dia Reinf Conc	LF	93.00	69.00	6,417.00
65 F&I Pipe w/GB 42" Dia Reinf Conc	LF	95.00	125.00	11,875.00
66 F&I Pipe w/GB 48" Dia Reinf Conc	LF	112.00	154.00	17,248.00
67 F&I Rip Rap Rock	CY	130.00	70.00	9,100.00
68 F&I Gate Valve 12" Dia	EA	7.00	2,300.00	16,100.00
69 F&I Flared End Section 15" Dia Reinf Conc	EA	7.00	800.00	5,600.00
70 F&I Flared End Section 18" Dia Reinf Conc	EA	1.00	900.00	900.00
71 F&I Flared End Section 48" Dia Reinf Conc	EA	1.00	2,000.00	2,000.00
72 F&I Flared End Section 54" Dia Reinf Conc	EA	1.00	2,300.00	2,300.00
73 F&I Flared End Section 60" Dia Reinf Conc	EA	2.00	2,700.00	5,400.00
Storm Sewer Total				1,252,832.00
Paving				
74 Remove Pavement All Thicknesses All Types	SY	330.00	10.00	3,300.00
75 Topsoil - Strip & Spread	LS	1.00	150,000.00	150,000.00
76 Topsoil - Haul	CY	37,000.00	3.00	111,000.00
77 Fill - Contractor Supply	CY	10,000.00	7.00	70,000.00
78 Excavation	CY	53,000.00	2.65	140,450.00
79 Subgrade Preparation	SY	37,500.00	1.00	37,500.00
80 F&I Woven Geotextile	SY	37,500.00	1.25	46,875.00
81 F&I Class 5 Agg - 10" Thick	SY	1,980.00	6.50	12,870.00
82 F&I Class 5 Agg - 12" Thick	SY	36,080.00	7.50	270,600.00
83 F&I Edge Drain 4" Dia PVC	LF	11,145.00	6.00	66,870.00
84 F&I Curb & Gutter Standard (Type II)	LF	13,445.00	16.00	215,120.00
85 Remove Curb & Gutter	LF	62.00	10.00	620.00



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-17-A1

**Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC
Concrete Paving, Street Lighting & Inciden**

86 F&I Pavement 10" Thick Doweled Conc	SY	1,660.00	56.00	92,960.00
87 F&I Pavement 10.5" Thick Doweled Conc	SY	31,170.00	58.00	1,807,860.00
88 F&I Median Nose - Conc	SY	30.00	70.00	2,100.00
89 F&I Sidewalk 4" Thick Reinf Conc	SY	5,953.00	34.00	202,402.00
90 F&I Sidewalk 6" Thick Reinf Conc	SY	219.00	36.00	7,884.00
91 F&I Impressioned 4" Thick Reinf Conc	SY	392.00	75.00	29,400.00
92 F&I Det Warn Panels Cast Iron	SF	307.00	41.00	12,587.00
93 F&I Driveway 7" Thick Reinf Conc	SY	687.00	41.00	28,167.00
94 Remove Driveway All Thicknesses All Types	SY	1,745.00	7.00	12,215.00
95 F&I Aggregate for Asph Pavement FAA 43	TON	200.00	55.00	11,000.00
96 F&I Asphalt Cement PG 58-34	GAL	2,790.00	2.25	6,277.50
97 Casting to Grade - Blvd	EA	56.00	350.00	19,600.00
98 Casting to Grade - w/Conc	EA	32.00	500.00	16,000.00
99 GV Box to Grade - Blvd	EA	33.00	325.00	10,725.00
100 GV Box to Grade - w/Conc	EA	2.00	300.00	600.00
101 Remove Pavement All Thicknesses Asph	SY	16,100.00	7.00	112,700.00
Paving Total				3,497,682.50
Pavement Marking				
102 F&I Grooved Plastic Film Message	SF	928.00	21.00	19,488.00
103 F&I Grooved Plastic Film 4" Wide	LF	10,520.00	3.75	39,450.00
104 F&I Grooved Plastic Film 6" Wide	LF	516.00	6.00	3,096.00
105 F&I Grooved Plastic Film 8" Wide	LF	1,244.00	7.50	9,330.00
106 F&I Grooved Plastic Film 16" Wide	LF	80.00	17.00	1,360.00
107 F&I Grooved Contrast Film 7" Wide	LF	1,462.00	7.50	10,965.00
Pavement Marking Total				83,689.00
Signing				
108 F&I Sign Assembly	EA	6.00	130.00	780.00
109 F&I Sign Assembly & Anchor	EA	16.00	130.00	2,080.00
110 F&I Engineering Grade	SF	9.00	21.00	189.00
111 F&I Diamond Grade Cubed	SF	108.00	21.00	2,268.00
112 F&I High Intensity Prismatic	SF	79.00	21.00	1,659.00
Signing Total				6,976.00
Street Lights				
113 F&I Feed Point	EA	1.00	6,825.00	6,825.00
114 F&I Base 8' Deep Reinf Conc	EA	39.00	475.00	18,525.00
115 F&I Conductor #2 USE Cu	LF	32,109.00	1.20	38,530.80
116 F&I Innerduct 1.5" Dia	LF	11,268.00	3.30	37,184.40
117 F&I Innerduct 2" Dia	LF	724.00	4.25	3,077.00
118 F&I Luminaire Type A	EA	37.00	675.00	24,975.00
119 F&I Luminaire Type B	EA	2.00	2,050.00	4,100.00
120 F&I Pull Box	EA	6.00	900.00	5,400.00
121 F&I Light Standard Type A	EA	37.00	1,800.00	66,600.00
122 F&I Light Standard Type B	EA	2.00	1,300.00	2,600.00
Street Lights Total				207,817.20
Miscellaneous				
123 Temp Fence - Safety	LS	1.00	2,500.00	2,500.00
124 Clear & Grub	LS	1.00	25,000.00	25,000.00
125 Mulching Type 1 - Hydro	SY	69,000.00	0.35	24,150.00
126 Seeding Type A	SY	69,000.00	0.15	10,350.00
127 Seeding Type B	SY	51,750.00	0.20	10,350.00
128 Temp Construction Entrance	EA	2.00	750.00	1,500.00
129 Silt Fence - Standard	LF	2,130.00	1.60	3,408.00



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-17-A1

**Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC
Concrete Paving, Street Lighting & Inciden**

130 Sediment Control Log 6" to 8" Dia	LF	4,730.00	1.70	8,041.00
131 Inlet Protection - New Inlet	EA	42.00	125.00	5,250.00
132 Inlet Protection - Existing Inlet	EA	4.00	105.00	420.00
133 F&I Slope Protection 5" Thick Reinf Conc	SY	95.00	120.00	11,400.00
134 Traffic Control - Type 1	LS	1.00	5,000.00	5,000.00
135 Flagging	MHR	500.00	35.00	17,500.00
136 Bore Pipe 8" Dia Steel	LF	332.00	185.00	61,420.00
137 Construction Signing	SF	75.00	11.00	825.00
			Miscellaneous Total	187,114.00

Storm Sewer Lift Station

138 F&I Gate	EA	1.00	5,000.00	5,000.00
139 F&I Lift Station	LS	1.00	850,000.00	850,000.00
140 F&I Lift Station Pumps & Controls	LS	1.00	200,000.00	200,000.00
141 F&I Woven Geotextile	SY	478.00	1.50	717.00
142 F&I Class 5 Agg - 9" Thick	SY	435.00	8.25	3,588.75
143 F&I Pavement 8" Thick Reinf Conc	SY	400.00	44.00	17,600.00
			Storm Sewer Lift Station Total	1,076,905.75

Building Demolition

144 Demolition	EA	1.00	15,000.00	15,000.00
145 Remove Foundation All Types	EA	1.00	5,000.00	5,000.00
146 Remove Landscaping	LS	1.00	1,000.00	1,000.00
147 Abandon Septic System	EA	1.00	1,000.00	1,000.00
148 Abandon Well	EA	1.00	1,000.00	1,000.00
			Building Demolition Total	23,000.00

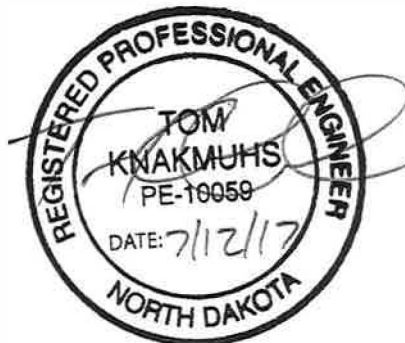
Total Construction in \$ 8,044,768.45

Engineering	4.00 %	321,790.74
Legal & Misc	7.00 %	563,133.79
Contingencies	10.00 %	804,476.85
Administration	5.73 %	460,965.23
Interest	4.00 %	321,790.74
Outside Engineering	9.25 %	744,141.08
Total Estimated Costs		11,261,066.88
Special Assessments		10,803,701.88
Sales Tax Funds - Wastewater - 455		457,365.00
Unfunded Costs		0.00

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

Date: 07/12/2017

Thomas Knakmuhs
Division Engineer



37-2

July 26, 2017

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-17-G1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, July 26, 2017, for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights, Site Grading & Incidentals, Improvement District No. BN-17-G1, located at Bison Meadows Addition.


The bids were as follows:

Ryan Contracting	\$1,306,409.48
Dakota Underground Co., Inc.	\$1,494,058.45
Shermans LLC	\$1,545,958.19
Quam Construction	\$1,607,004.23
Sellin Brothers, Inc.	\$1,632,609.12
Gladen Construction, Inc.	\$1,654,859.10
R L Larson Excavating, Inc.	\$1,721,334.02
Asplin Excavating, Inc.	\$1,865,840.26
Engineer's Estimate	\$1,623,000.00

The special assessment escrow is not required.

This office recommends award of the contract to Ryan Contracting in the amount of \$1,306,409.48 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/jmg



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-17-G1

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights, Site Grading & Incidentals

Bison Meadows Addition

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights, Site Grading & Incidentals Improvement District # BN-17-G1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I Manhole 4' Dia Reinf Conc	EA	8.00	3,200.00	25,600.00
2 Install Interior Drop	EA	1.00	2,500.00	2,500.00
3 F&I Pipe SDR 26 - 6" Dia PVC	LF	3,354.00	16.00	53,664.00
4 F&I Pipe SDR 26 - 8" Dia PVC	LF	454.00	32.00	14,528.00
5 F&I Pipe SDR 35 - 12" Dia PVC	LF	1,670.00	40.00	66,800.00
			Sanitary Sewer Total	163,092.00
Cass Rural Water Improvements				
6 F&I Fittings Ductile Iron	LB	2,620.00	1.00	2,620.00
7 F&I Hydrant	EA	5.00	3,900.00	19,500.00
8 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	20.00	27.00	540.00
9 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	2,190.00	28.00	61,320.00
10 Bore Pipe C900 DR 18 - 8" Dia PVC	LF	80.00	90.00	7,200.00
11 F&I Tapping Sleeve & Valve 12"x8"	EA	1.00	5,000.00	5,000.00
12 F&I Gate Valve 6" Dia	EA	5.00	1,500.00	7,500.00
13 F&I Gate Valve 8" Dia	EA	8.00	1,800.00	14,400.00
14 F&I Pipe 1" Dia Copper	LF	3,543.00	16.00	56,688.00
15 Connect Water Service	EA	67.00	500.00	33,500.00
			Cass Rural Water Improvements Total	208,268.00
Storm Sewer				
16 Clear & Grub	LS	1.00	3,000.00	3,000.00
17 F&I Saddle Manhole Reinf Conc	EA	3.00	3,000.00	9,000.00
18 Modify Manhole	EA	3.00	1,000.00	3,000.00
19 F&I Manhole 5' Dia Reinf Conc	EA	6.00	3,000.00	18,000.00
20 F&I Manhole 6' Dia Reinf Conc	EA	1.00	5,000.00	5,000.00
21 F&I Manhole 7' Dia Reinf Conc	EA	1.00	7,000.00	7,000.00
22 F&I Manhole Type E Reinf Conc	EA	1.00	11,000.00	11,000.00
23 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	4.00	2,300.00	9,200.00
24 F&I Inlet - Single Box (SBI) Reinf Conc	EA	10.00	1,800.00	18,000.00
25 F&I Inlet - Round (RDI) Reinf Conc	EA	4.00	1,500.00	6,000.00
26 F&I Pipe 12" Dia	LF	640.00	35.00	22,400.00
27 F&I Pipe 12" Dia Reinf Conc	LF	40.00	42.00	1,680.00
28 F&I Pipe 15" Dia Reinf Conc	LF	8.00	45.00	360.00
29 F&I Pipe 18" Dia Reinf Conc	LF	121.00	47.00	5,687.00
30 F&I Pipe 33" Dia Reinf Conc	LF	145.00	86.00	12,470.00
31 F&I Pipe 36" Dia Reinf Conc	LF	712.00	90.00	64,080.00
32 F&I Pipe 42" Dia Reinf Conc	LF	199.00	125.00	24,875.00
33 F&I Pipe 48" Dia Reinf Conc	LF	286.00	145.00	41,470.00
34 F&I Pipe w/GB 12" Dia Reinf Conc	LF	146.00	5.00	730.00
35 F&I Pipe w/GB 15" Dia Reinf Conc	LF	30.00	57.00	1,710.00



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-17-G1

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights, Site Grading & Incidentals

36 F&I Pipe w/GB 18" Dia Reinf Conc	LF	79.00	58.00	4,582.00
37 F&I Flared End Section 48" Dia Reinf Conc	EA	1.00	2,500.00	2,500.00
			Storm Sewer Total	271,744.00
Paving				
38 Remove Pavement All Thicknesses All Types	SY	2,447.00	3.00	7,341.00
39 Topsoil - Spread	CY	1,003.00	5.00	5,015.00
40 Subgrade Preparation	SY	9,775.00	1.25	12,218.75
41 F&I Woven Geotextile	SY	9,775.00	1.25	12,218.75
42 F&I Class 5 Agg - 8" Thick	SY	9,775.00	7.00	68,425.00
43 F&I Edge Drain 4" Dia PVC	LF	3,919.00	5.00	19,595.00
44 F&I Curb & Gutter Mountable (Type I)	LF	3,919.00	14.00	54,866.00
45 Remove Curb & Gutter	LF	72.00	6.00	432.00
46 F&I Pavement 8" Thick Reinf Conc	SY	90.00	78.00	7,020.00
47 F&I Sidewalk 4" Thick Reinf Conc	SY	615.00	37.00	22,755.00
48 F&I Sidewalk 6" Thick Reinf Conc	SY	55.00	58.00	3,190.00
49 F&I Det Warn Panels Cast Iron	SF	136.00	45.00	6,120.00
50 F&I Aggregate for Asph Pavement FAA 43	TON	2,380.00	33.95	80,801.00
51 F&I Asphalt Cement PG 58-34	GAL	26,625.00	2.00	53,250.00
52 Casting to Grade - Blvd	EA	12.00	350.00	4,200.00
53 Casting to Grade - no Conc	EA	4.00	450.00	1,800.00
54 GV Box to Grade - Blvd	EA	12.00	300.00	3,600.00
55 GV Box to Grade - no Conc	EA	1.00	375.00	375.00
56 Mulching Type 1 - Hydro	SY	8,500.00	0.35	2,975.00
57 Seeding Type B	SY	8,500.00	0.25	2,125.00
58 Traffic Control - Type 1	LS	1.00	1,000.00	1,000.00
			Paving Total	369,322.50
Signing				
59 F&I Sign Assembly	EA	6.00	36.00	216.00
60 F&I Sign Assembly & Anchor	EA	6.00	110.00	660.00
61 F&I Engineering Grade	SF	20.63	20.00	412.60
62 F&I Diamond Grade Cubed	SF	8.95	26.00	232.70
63 F&I Barricade Type III	EA	3.00	750.00	2,250.00
			Signing Total	3,771.30
Street Lighting				
64 F&I Base 5' Deep Reinf Conc	EA	13.00	385.00	5,005.00
65 F&I Conductor #6 USE Cu	LF	5,785.00	1.30	7,520.50
66 F&I Innerduct 1.5" Dia	LF	1,885.00	4.10	7,728.50
67 F&I Luminaire Type A	EA	13.00	1,695.00	22,035.00
68 F&I Pull Box	EA	1.00	1,250.00	1,250.00
69 F&I Light Standard Type A	EA	13.00	1,410.00	18,330.00
			Street Lighting Total	61,869.00
Site Grading				
70 Temp Pumping	LS	1.00	3,000.00	3,000.00
71 Topsoil - Strip	CY	17,931.00	3.00	53,793.00
72 Topsoil - Spread	LS	1.00	10,000.00	10,000.00
73 Topsoil - Strip & Spread	CY	3,516.00	3.00	10,548.00
74 Topsoil - Haul	CY	7,780.00	3.00	23,340.00
75 Excavation	CY	36,136.00	3.00	108,408.00
76 Mulching Type 2 - Straw	SY	48,056.00	0.23	11,052.88
77 Seeding Type A	SY	48,056.00	0.05	2,402.80
78 Silt Fence - Heavy Duty	LF	2,198.00	1.00	2,198.00
			Site Grading Total	224,742.68



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-17-G1

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights, Site Grading & Incidentals

Miscellaneous

79 Inlet Protection - Existing Inlet	EA	6.00	100.00	600.00
80 Inlet Protection - New Inlet	EA	15.00	100.00	1,500.00
81 Stormwater Management	LS	1.00	1,000.00	1,000.00
82 Temp Construction Entrance	EA	1.00	500.00	500.00

Miscellaneous Total 3,600.00

Total Construction in \$ 1,306,409.48

Engineering	7.00 %	91,448.66
Legal & Misc	7.00 %	91,448.66
Contingencies	10.00 %	130,640.95
Administration	6.00 %	78,384.57
Interest	4.00 %	52,256.38
Outside Engineering	0.00 %	0.00

Total Estimated Costs 1,750,588.70

Special Assessments 1,471,509.58

Cass Rural WUD Funds 279,079.12

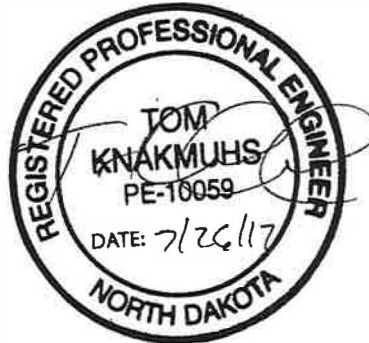
Unfunded Costs 0.00

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

Date: 07/26/2017

Thomas Knakmuhs

Division Engineer



37-3

July 26, 2017

ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. SL-17-E1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, July 26, 2017, for Street Lighting & Incidentals, Improvement District No. SL-17-E1, located at 7th Street to 14th Street; 2nd Avenue N to 4th Avenue N.

The bids were as follows:


Moorhead Electric	\$668,812.96
Fargo Electric Construction, Inc.	\$719,912.00

Engineer's Estimate	\$719,914.00
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The special assessment escrow is not required.

This office recommends award of the contract to Moorhead Electric in the amount of \$668,812.96 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/bem



ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # SL-17-E1
Street Lighting & Incidentals

7th Street to 14th Street; 2nd Avenue N to 4th Avenue N

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
 WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;


That the following is detailed statement of the estimated cost of the job described as:

Street Lighting & Incidentals Improvement District # SL-17-E1 of the City of Fargo, North Dakota.

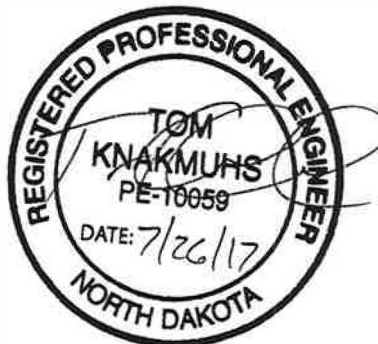
Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Street Lighting				
1 F&I Base 6' Deep Reinf Conc	EA	73.00	450.00	32,850.00
2 Remove Base	EA	10.00	500.00	5,000.00
3 F&I Feed Point	EA	3.00	7,500.00	22,500.00
4 F&I Innerduct 1.5" Dia	LF	14,834.00	6.20	91,970.80
5 F&I Luminaire Type A	EA	94.00	1,975.00	185,650.00
6 F&I Luminaire Type B	EA	42.00	1,070.00	44,940.00
7 F&I Luminaire Type C	EA	3.00	420.00	1,260.00
8 F&I Light Standard Type A	EA	73.00	1,570.00	114,610.00
9 F&I Light Standard Type B	EA	42.00	1,810.00	76,020.00
10 F&I Base 5' Deep Reinf Conc	EA	42.00	425.00	17,850.00
11 F&I Conductor #6 USE Cu	LF	45,368.00	1.12	50,812.16
12 Remove Street Light	EA	10.00	150.00	1,500.00
13 Remove Feed Point	EA	4.00	600.00	2,400.00
14 F&I Pull Box	EA	6.00	750.00	4,500.00
15 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	100.00	87.00	8,700.00
16 Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	50.00	95.00	4,750.00
17 Traffic Control - Minor	LS	1.00	3,500.00	3,500.00
			Street Lighting Total	668,812.96
			Total Construction in \$	668,812.96
			Engineering	11.00 %
			Legal & Misc	7.00 %
			Contingencies	10.00 %
			Administration	6.00 %
			Interest	4.00 %
			Total Estimated Costs	922,961.88
			Special Assessments	922,961.88
			Unfunded Costs	0.00

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

Date: 07/26/2017



 Thomas Knakmuhs
 Division Engineer



37-4
July 26, 2017

ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. SL-17-F1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, July 26, 2017, for Street Lighting & Incidentals, Improvement District No. SL-17-F1, located at 43rd Avenue S and on Coventry Drive S in Woodhaven 3rd Addition.

The bids were as follows:

Fargo Electric Construction, Inc.	\$34,924.24
Moorhead Electric	\$37,683.00

Engineer's Estimate	\$48,957.00
---------------------	-------------

The special assessment escrow is not required.

This office recommends award of the contract to Fargo Electric Construction, Inc. in the amount of \$34,924.24 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/bem



ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # SL-17-F1
Street Lighting & Incidentals

On 43rd Avenue S and on Coventry Drive S in Woodhaven 3rd Addition

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Street Lighting & Incidentals Improvement District # SL-17-F1 of the City of Fargo, North Dakota.

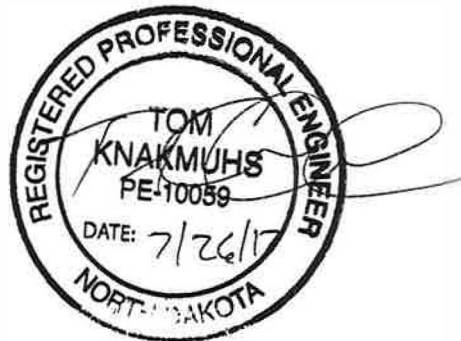
Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Street Lighting				
1 F&I Innerduct 1.5" Dia	LF	858.00	7.18	6,160.44
2 F&I Luminaire Type A	EA	7.00	1,400.00	9,800.00
3 F&I Light Standard Type A	EA	7.00	1,760.00	12,320.00
4 F&I Base 5' Deep Reinf Conc	EA	7.00	375.00	2,625.00
5 F&I Conductor #6 USE Cu	LF	2,574.00	1.20	3,088.80
6 F&I Pull Box	EA	1.00	930.00	930.00
		Street Lighting Total		34,924.24
		Total Construction in \$		34,924.24
			Engineering	11.00 % 3,841.67
			Legal & Misc	7.00 % 2,444.70
			Contingencies	10.00 % 3,492.42
			Administration	6.00 % 2,095.45
			Interest	4.00 % 1,396.97
		Total Estimated Costs		48,195.45
			Special Assessments	48,195.45
		Unfunded Costs		0.00

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

Date: 07/26/2017


 Thomas Knakmuhs

Division Engineer



37-5

July 26, 2017

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. SL-17-G1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, July 26, 2017, for Street Lighting & Incidentals, Improvement District No. SL-17-G1, located at 27th Circle S in Master Addition.

The bids were as follows:

Fargo Electric Construction, Inc.	\$22,019.82
Moorhead Electric	\$25,131.50

Engineer's Estimate	\$31,419.50
---------------------	-------------

The special assessment escrow is not required.

This office recommends award of the contract to Fargo Electric Construction, Inc. in the amount of \$22,019.82 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/bem



ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # SL-17-G1
Street Lighting & Incidentals

Located on 27th Circle S in Master Addition

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
 WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Street Lighting & Incidentals Improvement District # SL-17-G1 of the City of Fargo, North Dakota.

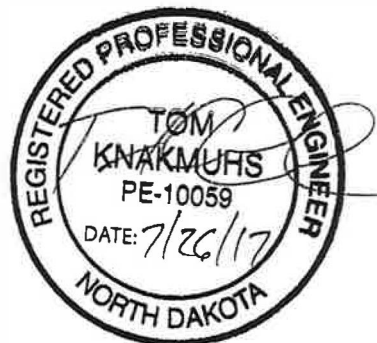
Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Street Lighting				
1 F&I Base 6' Deep Reinf Conc	EA	5.00	400.00	2,000.00
2 F&I Innerduct 1.5" Dia	LF	769.00	7.18	5,521.42
3 F&I Luminaire Type A	EA	5.00	660.00	3,300.00
4 F&I Light Standard Type A	EA	5.00	1,500.00	7,500.00
5 F&I Conductor #6 USE Cu	LF	2,307.00	1.20	2,768.40
6 F&I Pull Box	EA	1.00	930.00	930.00
			Street Lighting Total	22,019.82
			Total Construction in \$	22,019.82
			Engineering	11.00 % 2,422.18
			Legal & Misc	7.00 % 1,541.39
			Contingencies	10.00 % 2,201.98
			Administration	6.00 % 1,321.19
			Interest	4.00 % 880.79
			Total Estimated Costs	30,387.35
			Special Assessments	30,387.35
			Unfunded Costs	0.00

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

Date: 07/26/2017

Thomas Knakmuhs

Division Engineer



37-6

July 26, 2017

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. UN-15-B1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, July 26, 2017, for Sanitary Sewer Force Main & Incidentals, Improvement District No. UN-15-B1, located at Deer Creek.

The bids were as follows:

Master Construction	\$1,424,190.00
KPH, Inc.	\$1,482,297.00
Geo. E. Haggart, Inc.	\$1,495,850.00
Quam Construction	\$1,677,209.75
Dakota Underground Co. Inc.	\$1,921,695.00

Engineer's Estimate	\$1,304,671.00
---------------------	----------------

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction in the amount of \$1,424,190.00 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/jmg



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # UN-15-B1

Sanitary Sewer Force Main & Incidentals

Sanitary Force Main Installation from Deer Creek

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Sanitary Sewer Force Main & Incidentals Improvement District # UN-15-B1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous				
1 Stormwater Management	LS	1.00	5,000.00	5,000.00
2 Remove Tree	EA	1.00	500.00	500.00
3 Temp Construction Entrance	EA	4.00	2,000.00	8,000.00
4 Seeding Type A	SY	17,500.00	0.50	8,750.00
5 Mulching Type 1 - Hydro	SY	17,500.00	0.50	8,750.00
6 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	300.00	10.00	3,000.00
			Miscellaneous Total	34,000.00
Water Main				
7 Connect Pipe to Exist Pipe	EA	1.00	2,000.00	2,000.00
8 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	85.00	100.00	8,500.00
9 F&I Fittings Ductile Iron	LB	590.00	4.00	2,360.00
			Water Main Total	12,860.00
Gravity - Phase 1				
10 Topsoil - Strip & Spread	LS	1.00	15,000.00	15,000.00
11 Connect Pipe to Exist Structure	EA	1.00	5,000.00	5,000.00
12 Bore Pipe SDR 26 - 15" Dia PVC	LF	50.00	1,000.00	50,000.00
13 F&I Pipe SDR 26 - 15" Dia PVC	LF	1,400.00	65.00	91,000.00
14 F&I Manhole 4' Dia Reinf Conc	EA	5.00	14,000.00	70,000.00
			Gravity - Phase 1 Total	231,000.00
Force Main - Phase 2				
15 Bore Force Main 12" Dia	LF	4,425.00	115.00	508,875.00
16 F&I Valve 12" Dia	EA	2.00	3,500.00	7,000.00
17 F&I Manhole Air Release 5' Dia Reinf Conc	EA	1.00	21,000.00	21,000.00
18 F&I Manhole Type E Reinf Conc	EA	2.00	42,000.00	84,000.00
19 F&I Force Main - Fittings	LB	600.00	5.00	3,000.00
			Force Main - Phase 2 Total	623,875.00
Force Main - Phase 3				
20 Connect Pipe to Exist Pipe	EA	1.00	2,500.00	2,500.00
21 F&I Force Main 12" Dia	LF	2,325.00	80.00	186,000.00
22 Bypass Pumping	EA	1.00	50,000.00	50,000.00
23 F&I Force Main - Fittings	LB	1,170.00	4.00	4,680.00
24 F&I Manhole Air Release 5' Dia Reinf Conc	EA	1.00	25,000.00	25,000.00
			Force Main - Phase 3 Total	268,180.00
Meter Pit				
25 F&I Manhole 4' Dia Reinf Conc	EA	1.00	24,500.00	24,500.00
26 F&I Manhole 5' Dia Reinf Conc	EA	1.00	24,500.00	24,500.00
27 F&I Manhole Type E Reinf Conc	EA	1.00	85,000.00	85,000.00
28 Install Electrical Service	LS	1.00	80,000.00	80,000.00
29 F&I Pipe SDR 26 - 15" Dia PVC	LF	25.00	100.00	2,500.00



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # UN-15-B1

Sanitary Sewer Force Main & Incidentals

30. Remove Pavement All Thicknesses All Types	SY	200.00	10.00	2,000.00
31 Subgrade Preparation	SY	200.00	5.00	1,000.00
32 F&I Woven Geotextile	SY	200.00	2.00	400.00
33 F&I Class 5 Agg - 8" Thick	SY	375.00	10.00	3,750.00
34 F&I Asphalt Cement PG 58-34	GAL	1,350.00	3.00	4,050.00
35 F&I Aggregate for Asph Pavement FAA 43	TON	105.00	60.00	6,300.00
36 F&I Driveway 6" Thick Reinf Conc	SY	165.00	70.00	11,550.00
37. Traffic Control - Minor	LS	1.00	2,000.00	2,000.00
38 F&I Flared End Section 15" Dia Corr Steel	EA	2.00	300.00	600.00
39 F&I Pipe 15" Dia Corr Steel	LF	25.00	50.00	1,250.00
40 F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	65.00	75.00	4,875.00
			Meter Pit Total	254,275.00
			Total Construction in \$	1,424,190.00
			Engineering	8.80 % 125,328.72
			Legal & Misc	7.00 % 99,693.30
			Contingencies	10.00 % 142,419.00
			Administration	3.36 % 47,852.78
			Interest	4.00 % 56,967.60
			Total Estimated Costs	1,896,451.40
			Special Assessments	1,100,616.07
			Sales Tax Funds - Wastewater - 455	795,835.33
			Unfunded Costs	0.00

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

Date: 07/26/2017

Thomas Knakmuhs

Division Engineer



REPORT OF ACTION

38

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-H1 Type: Infrastructure Request
 Location: Cottagewood Third Addition Date of Hearing: 6/26/2017
 50th Ave S (51st Ave to 38th St)

<u>Routing</u>	<u>Date</u>
City Commission	7/31/2017
PWPEC File	X
Project File	Thomas Knakmuhs

The Committee reviewed the communication from Division Engineer, Brenda Derrig, regarding a request for infrastructure to service Cottagewood Third Addition.

Staff is recommending approval of the request for creation of an improvement district. The owner has hired Houston Engineering to design the project that will be publicly bid and inspected by the City for the 2017/2018 construction season. With our project load, we will reach out through our MSA for construction inspection and staking.

On a motion by Jim Gilmour, seconded by Brenda Derrig, the Committee voted to recommend approval of the infrastructure request.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the creation of Improvement District BN-17-H1 to support an infrastructure request for 2017/2018 construction season.

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
Y	
Y	
Y	

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer



Memorandum

To: Members of PWPEC
From: Brenda Derrig, Division Engineer *B.D.*
CC: Rob Jordahl, J & O Real Estate, LLC
Brian Pattengale, Houston Engineering
Date: June 21, 2017
Re: Utility and Paving Infrastructure Request for Cottagewood 3rd Addition

Background:

Attached you will find a request from Rob Jordahl to install infrastructure on 50th Avenue South in Cottagewood 3rd Addition. The Developer has hired Houston Engineering to prepare the plans and has submitted them with the request. They are asking that the project be placed on the July 3rd agenda. That does not allow time to review plans and make the needed changes. We have started the routing of the plans for review, but with construction season it could take more than a week to get final stamped plans depending on the amount of comments.

We have reviewed the requirements for infrastructure requests and the Developer has met five of the seven requirements. The Plat has been approved at the Commission and has had the technical review completed, but is not recorded. The Auditor will determine if the execution of a special assessment security agreement and letter of credit is needed.

Recommended Motion:

Approve the request for utilities and paving contingent upon the recordation of the plat and the execution of the special assessment security agreement and letter of credit as required by the City Auditor and direct Engineering to start design.

BED/klo
Attachments

June 20, 2017

Public Works Project Evaluation Committee
City of Fargo North Dakota
City of Fargo
200 3rd Street North
Fargo, ND 58102

**Subject: Infrastructure Improvement Request
Cottagewood 3rd Addition
Fargo, ND**

To the Public Works Project Evaluation Committee of the City of Fargo, North Dakota.

J&O Real Estate which owns the proposed Cottagewood 3rd Addition requests that the Board of City Commissioners to take such action as may be required by law to construct 50th Avenue South as shown on the Cottagewood 3rd Addition Plat.

J&O Real Estate, LLC intends to privately design 50st Avenue south from 51st Avenue south to 38th Street south, including storm sewer, sanitary sewer, and water main. J&O Real Estate, LLC requests that the City of Fargo bid and assess the project and provide construction administration and staking in the normal course of the project per a developer's agreement to be completed. J&O Real Estate, LLC requests that the City project be completed in 2017.

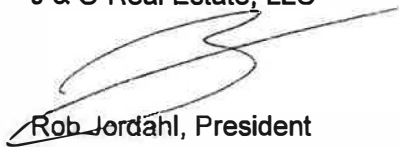
The Cottagewood 3rd Addition Plat has received approval for the City of Fargo Planning commission and was approved on the June 19th, 2017 City Commission Agenda. With the completion date for the project this year we request that the City begin the completion of the developer's agreement, creation of the improvement district for the project, review of the infrastructure plans, and other necessary actions to bid the project with a substantial completion date of October 15th, 2017.

City of Fargo
Page 2 of 2
June 20, 2017

Based on a substantial completion date of October 15th, 2017 and an estimated construction time frame of approximately 2.5 months construction for the project work would need to begin August 1st, 2017. Working backward from the start date of the project a call for Bids on the project of July 3rd, and award of the project at the July 31st City Commission meeting would be required. While this schedule is possible to ensure that the October 15th substantial completion date due to the limited time from the June 19th Planning Commission Meeting to award of the award of the project at the July 31st City Commission meeting we request that the City begin the process prior to the final recording of the plat and final zoning change reading.

Sincerely,

J & O Real Estate, LLC

A handwritten signature in black ink, appearing to read "Rob Jordahl", is written over the printed name.

Rob Jordahl, President

H:\Fargo\JBN\7800\7824\16_7824_030\Deliverables\Cottagewood Infrastructure Request.docx

July 5, 2017

Public Works Project Evaluation Committee
City of Fargo North Dakota
City of Fargo
200 3rd Street North
Fargo, ND 58102

**Subject: Infrastructure Improvement Request
Cottagewood 3rd Addition
Fargo, ND**

To the Public Works Project Evaluation Committee of the City of Fargo, North Dakota.

J&O Real Estate understands that the City will levy special assessments against the Development Property to recover all cost of the construction of 50th Avenue South between 51st Avenue south and 38th Street south, in accordance with Chapter 40-22 of the North Dakota Century Code. J&O Real Estate waives its right to protest the resolution of necessity for the improvements for which such resolution are required pursuant to North Dakota Century Code section 40-22-17, and specifically consents to the construction of the improvements and to the assessment of cost thereof to the Development Property. J&O Real Estate further waives its right to protest the amount, benefit or any other assessment attribute related to the installation and construction of the Infrastructure Improvements. Project cost which may be assessed against the Development Property include all cost of completing the construction of the Infrastructure Improvements.

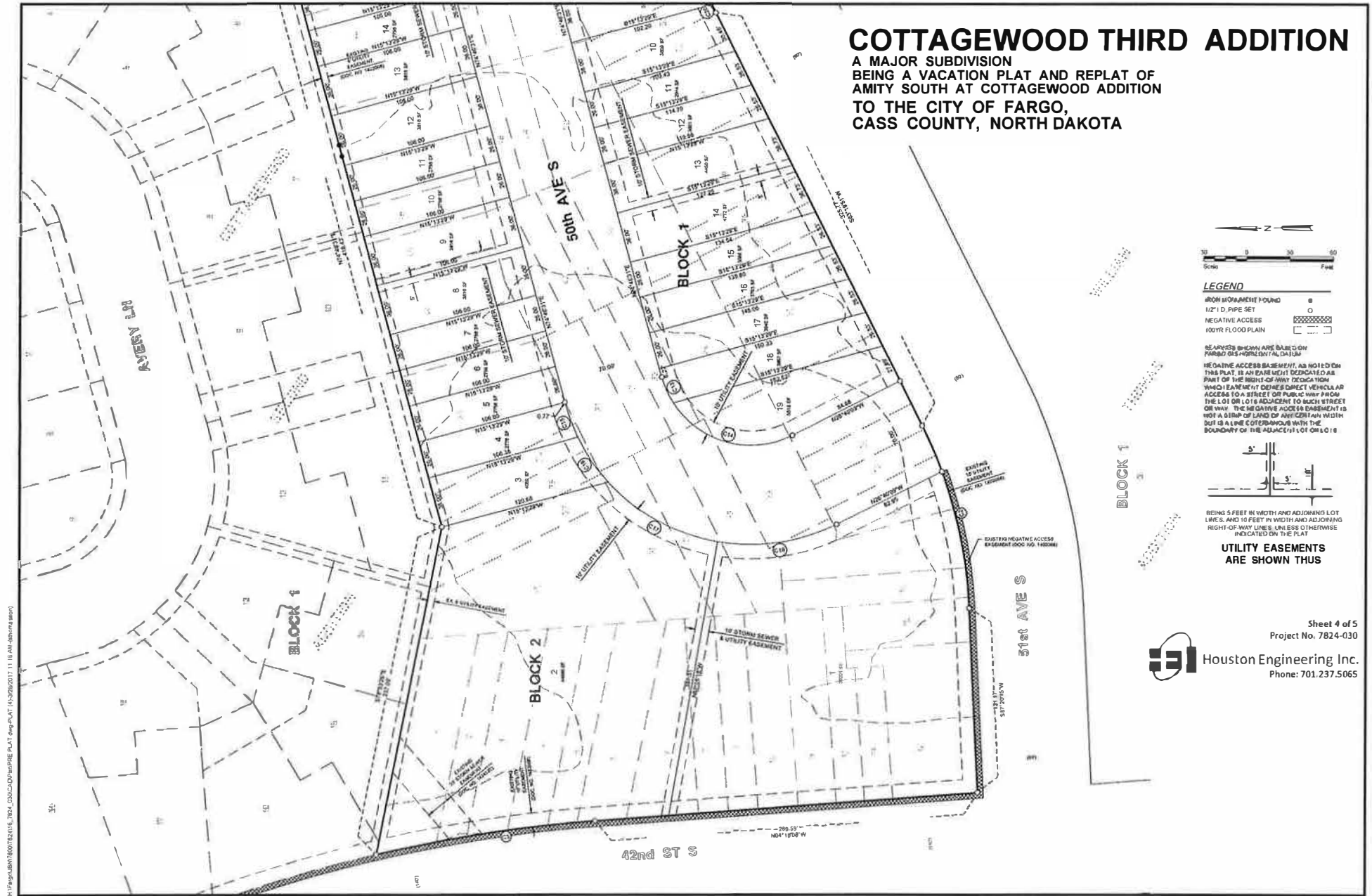
Sincerely,



J & O Real Estate, LLC

Brent C. Olson, Secretary / Treasurer

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COTTAGEWOOD THIRD ADDITION

A MAJOR SUBDIVISION
BEING A VACATION PLAT AND REPLAT OF
AMITY SOUTH AT COTTAGEWOOD ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA



LEGEND

- IRON MONUMENT FOUND
- 1/2" I.D. PIPE SET
- NEGATIVE ACCESS
- 100YR FLOOD PLAIN

SEARCHES SHOWN ARE BASED ON FARGO GIS INFORMATIONAL DATA

NEGATIVE ACCESS EASEMENT, AS NOTED ON THIS PLAT, IS AN EASEMENT DEDICATED AS PART OF THE RIGHTS OF WAY TO A PERSON WHOSE EASEMENT DOES NOT DIRECT VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OR ANY OTHER THING BUT IS A LINE COINCIDENT WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS



BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES, UNLESS OTHERWISE INDICATED ON THE PLAT

UTILITY EASEMENTS ARE SHOWN THUS

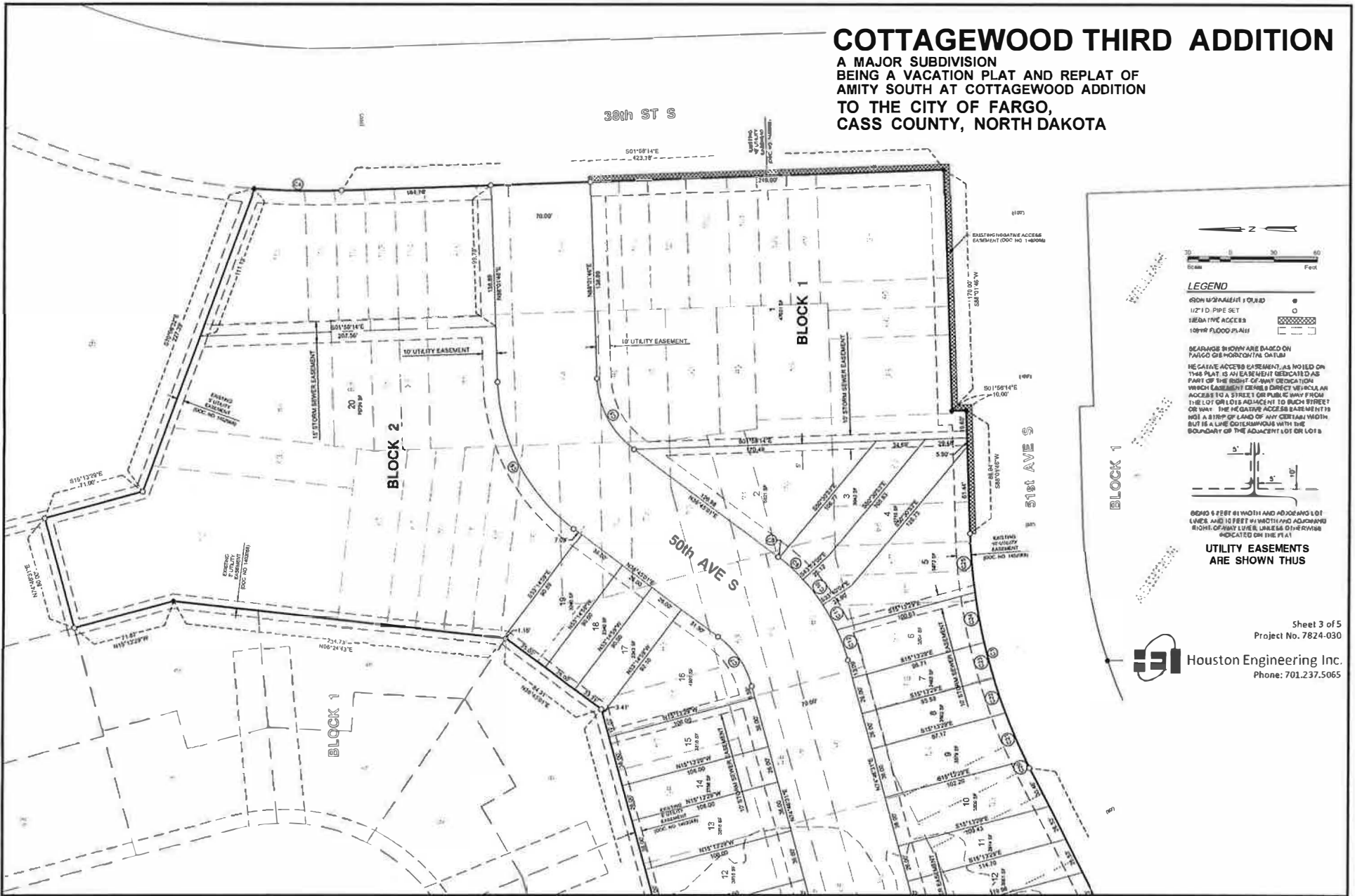
Sheet 4 of 5
Project No. 7824-030

Houston Engineering Inc.
Phone: 701.237.5065

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COTTAGEWOOD THIRD ADDITION

A MAJOR SUBDIVISION
BEING A VACATION PLAT AND REPLAT OF
AMITY SOUTH AT COTTAGEWOOD ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA



LEGEND

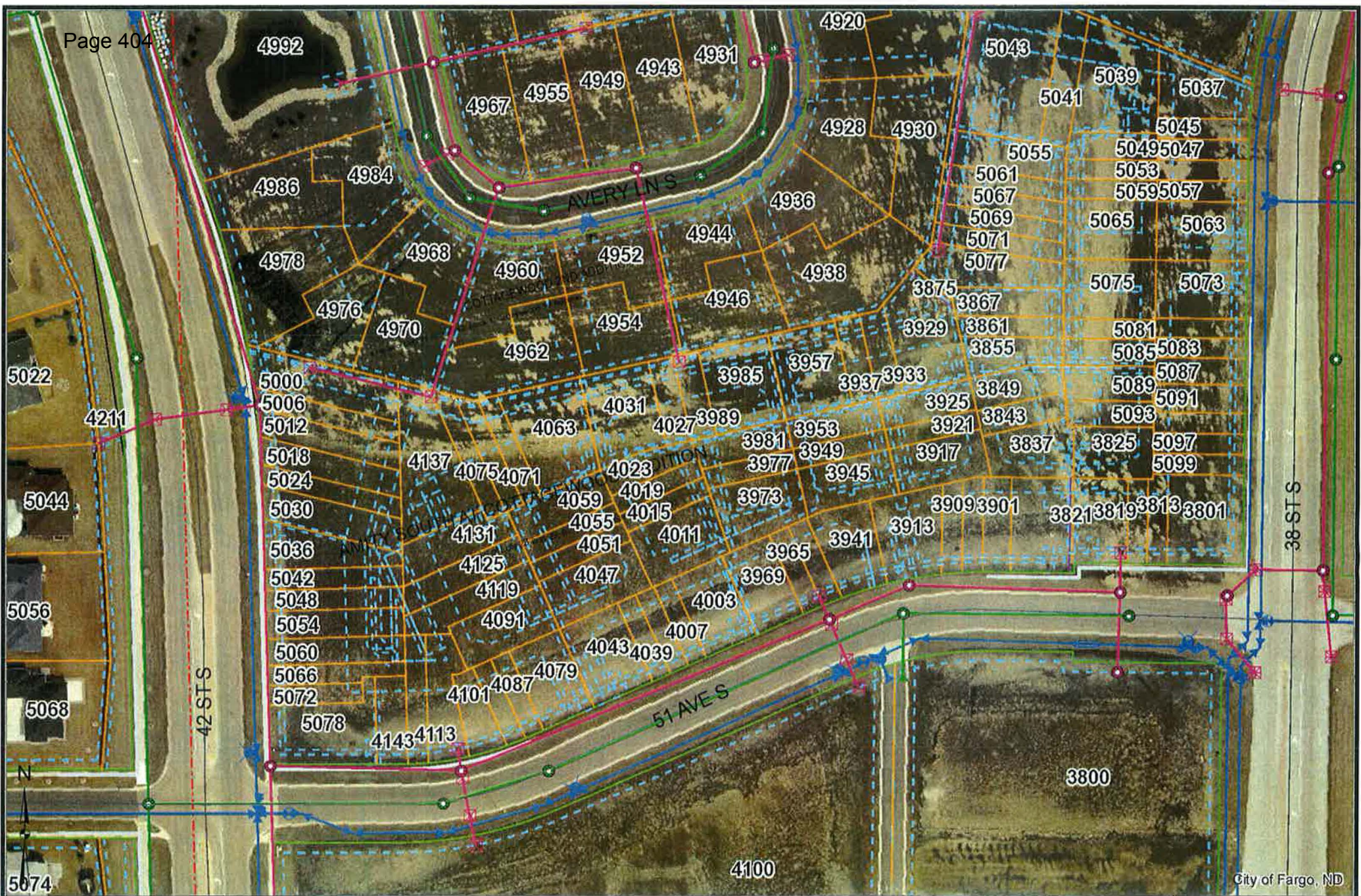
- 600' W/2" WATER & GAS
- 12" I.D. PIPE SET
- 108" W/ 8" GAS
- 108" W/ 8" GAS

BEARINGS SHOWN ARE BASED ON FARGO ORDINANCE 14.01.01. THE DATE ACCESS EASEMENT, AS HOLED ON THIS PLAT IS AN EASEMENT DEDICATED AS PART OF THE RIGHT-OF-WAY DEDICATION WHICH EASEMENT GIVES DIRECT ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE EASEMENT ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH BUT IS A LINE COINCIDENT WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

UTILITY EASEMENTS ARE SHOWN THUS

Sheet 3 of 5
Project No. 7824-030
Houston Engineering Inc.
Phone: 701.237.5065

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City of Fargo, ND

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Cottagewood Third Addition



1:2,257

6/21/2017 2:32:09 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

COVER SHEET
CITY OF FARGO PROJECTS

309

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:

Sanitary Sewer, Water Main, Storm Sewer, Asphalt Pavement, Concrete Curb and Gutter, Street Lighting and Incidentals

Improvement District No. BN-17-H

Call For Bids	<u>July 31</u>	, <u>2017</u>
Advertise Dates	<u>August 7 & 14</u>	, <u>2017</u>
Bid Opening Date	<u>August 23</u>	, <u>2017</u>
Substantial Completion Date	<u>November 3</u>	, <u>2017</u>
Completion Date	<u>June 1</u>	, <u>2018</u>

- X PWPEC Report (Attach Copy)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer Consultant: Adam M. Ruud, Project Engineer: Mark Miller

Phone No. (701) 237-5065 (701)476-6628

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
- N/A Adopt Resolution of Necessity (Land owner has waived right of protest)
- X Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-H1 Type: Infrastructure Request
 Location: Cottagewood Third Addition Date of Hearing: 6/26/2017
 50th Ave S (51st Ave to 38th St)

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/31/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Thomas Knakmuhs</u>

The Committee reviewed the communication from Division Engineer, Brenda Derrig, regarding a request for infrastructure to service Cottagewood Third Addition.

Staff is recommending approval of the request for creation of an improvement district. The owner has hired Houston Engineering to design the project that will be publicly bid and inspected by the City for the 2017/2018 construction season. With our project load, we will reach out through our MSA for construction inspection and staking.

On a motion by Jim Gilmour, seconded by Brenda Derrig, the Committee voted to recommend approval of the infrastructure request.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the creation of Improvement District BN-17-H1 to support an infrastructure request for 2017/2018 construction season.

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
<u>Y</u>	<u></u>
<u>Y</u>	<u></u>
<u>Y</u>	<u></u>

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN, STORM SEWER, ASPHALT PAVEMENT, CONCRETE CURB AND GUTTER, STREET LIGHTING AND INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-17-H

Nature & Scope

This project is for the new construction of underground utilities, asphalt pavement, and street lighting for 50th Ave S north of 51st Ave S and west of 38th St S.

Purpose

This purpose of this project is to provide public access and municipal utilities to the Cottagewood 3rd Addition


Feasibility

The estimated cost of construction is \$1,071,100.50. The project will be paid for entirely from Special Assessments. A breakdown of costs is as follows:

<u>Special Assessed</u>	
Estimated Construction Cost:	\$ 1,071,100.50
Engineering (7%):	\$ 74,977.04
Administrative (6%):	\$ 64,266.03
Legal & Misc. (7%):	\$ 74,977.04
Interest (4%):	\$ 42,844.02
Total Anticipated Project Cost:	\$ 1,328,164.63

We believe this project to be cost effective.




Brenda Derrig, PE
Division Engineer

July 26, 2017

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER, ASPHALT PAVEMENT,
CONCRETE CURB AND GUTTER, STREET LIGHTING AND INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-17-H

LOCATION

50th Avenue South between 51st Avenue South and 38th Street South.

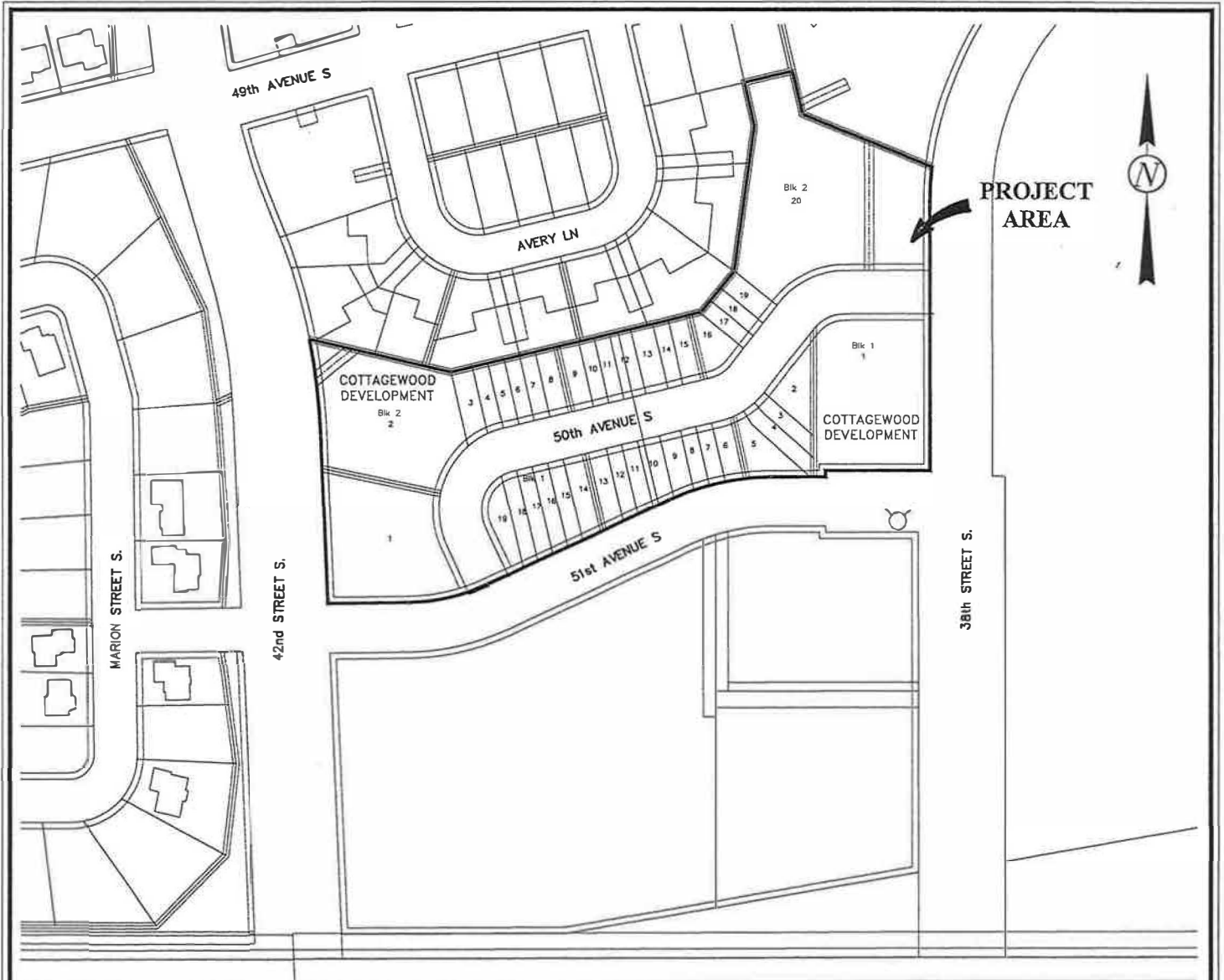
Comprising

Lots 1 through 19, Block 1

Lots 1 through 20, Block 2

All platted within Cottagewood Third Addition

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



52nd AVENUE S

CITY OF FARGO
ENGINEERING DEPARTMENT

PROJECT AREA

SANITARY SEWER, WATER MAIN, STORM SEWER, ASPHALT PAVEMENT,
CONCRETE CURB AND GUTTER, STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-17-H