

FARGO CITY COMMISSION AGENDA  
Monday, November 4, 2019 - 5:00 p.m.

Executive Session at 4:00 p.m.

Roll call.

**PLEASE NOTE:** The City Commission will meet in Executive Session to discuss ongoing negotiations with the Fargo Municipal Airport Authority. The Executive Session will allow discussion of negotiating strategy and to provide negotiating instructions to the City's negotiator or attorneys with respect to said negotiations and the potential agreement between the City and the Fargo Municipal Airport Authority has financial implications and an open meeting discussion of the negotiations, strategy and direction to the City's negotiator would create an adverse fiscal effect on the bargaining position of the City. This Executive Session is authorized pursuant to ND Century Code § 44-04-19.1(9).

Regular Meeting at 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, October 21, 2019).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Receive and file an Ordinance Relating to Recreational Aquatic Facilities.
- 2. Receive and file the Notice of Appeal Richard Nelson vs. Fargo City Commission.
- 3. Applications for Games of Chance:
  - a. Knights of Columbus for a raffle on 2/2/20.
  - b. Davies Theatre Parent Group for a calendar raffle from 11/7/19 to 11/10/19.
  - c. Sts. Anne & Joachim Catholic Church for bingo on 11/10/19.
  - d. Katrina Cichon Benefit for a raffle on 11/23/19.
  - e. Legacy Children's Foundation for a raffle on 12/9/19.
  - f. Nativity Elementary for a raffle on 1/31/20.
  - g. Fargo North High School Spartacas Dance Team for a raffle on 12/7/19.
  - h. ND Society of Professional Land Surveyors Foundation for a raffle on 2/5/20.
- 4. Amended Site Authorization for Fargo Metro Baseball Association at Specks Bar.
- 5. Change Order No. 12 for an increase of \$3,763.65 for Project No. FM-15-K1.

6. Change Order No. 2 for an increase of \$31,342.87 and time extension to 6/30/20 for Project No. SL-19-A1.
7. Change Order No. 1 to move the tree installation and gatewell cover staining final completion dates to 6/1/20 for Project No. FM-14-13.
8. Sole Source Procurement with Richard W. Baird & Company, Inc. for bond underwriter services for the Mercantile Project financing.
9. Receive and file Financial Status Report – Budget to Actual for Quarter ending 9/30/19 for major operating funds (unaudited).
10. Receive and file Investment Report – Quarter ended 9/30/19.
11. Amendment of Solicitation/Modification of Contract with Department of Veterans Affairs exercising option to extend services until 2/29/20.
12. Financial Award from the ND Department of Commerce/DCS for the Gladys Ray Shelter for an Emergency Solutions Grant.
13. Purchase of Service Agreement with ND Department of Human Services, Behavioral Health Division for substance abuse prevention.
14. Resolution approving Plat of West 29 Seventh Addition.
15. Bid award for the purchase of two motor graders with wings (RFP19169).
16. Amendment No. 4 to Agreement with First Transit for revision of fees from 8/1/19 through 12/31/20.
17. RFP for security services at the GTC and Metro Transit Garage.
18. Finalize the contract with GFI GENFARE SPX to provide fare collection systems at MATBUS (SSP19146).
19. Finalize the contract with FASTER Asset Solutions for Fleet Management Software at MATBUS.
20. Bid award for tire replacement and services (RFP19151).
21. Change Order Nos. 1 and 2 in the total amount of \$36,100.00 and time extension to 8/31/20 for Project No. SW 19-01.
22. Change Orders for Project No. SW 16-03 Phase II:
  - a. No. 12 for an increase of \$9,636.58 for mechanical contract.
  - b. No. 13 for an increase of \$46,300.00 for mechanical contract.
  - c. No. 14 for an increase of \$3,361.00 for mechanical contract.
  - d. No. 08 for an increase of \$4,100.24 for the electrical contract.
23. Change Order No. 19 for an increase of \$500,160.68 for the mechanical contract for Project No. WA1301.
24. Bid award for Project No. WA1906.

25. Change Order No. 1 for an increase of \$119,789.13 for Project No. WA1951.
26. Bills.
27. Final Balancing Change Order No. 1 for an increase of \$13,145.00 for Improvement District No. NR-17-B.
28. Change Order No. 7, which modifies the project requirements for payment of incentives for Improvement District No. BR-18-A1.
29. Change Order Nos. 20 – 25 in the amount of \$47,697.82 for Improvement District No. BN-19-A2.
30. Time extension to 11/15/19 for Improvement District No. BN-19-F1.
31. Contract Amendment No. 4 with Houston Engineering in the amount of \$27,000.00 for Improvement District No. BR-18-B2.

### **REGULAR AGENDA:**

32. Presentation of the 2045 Fargo Moorhead Area Metropolitan Transportation Plan, Metro Grow.
  - a. Adopt Resolution of Support of the Fargo Moorhead Area Metropolitan Transportation Plan, Metro Grow.
33. Public Hearings - 5:15 pm:
  - a. Zoning Change from SR-2, Single-Dwelling Residential to SR-3, Single-Dwelling Residential on Lots 1-7, Block 1, Timber Creek Third Addition (3431, 3445, 3457, 3469, 3483, 3495 and 3509 47th Avenue South); approval recommended by the Planning Commission on 10/1/19:
    1. 1st reading of rezoning Ordinance.
  - b. Zoning Change from SR-2, Single-Dwelling Residential to P/I, Public and Institutional on Lot 1, Block 12, Bohnsack's Second Addition (1807 16th Street South); approval recommended by the Planning Commission on 10/1/19:
    1. 1st reading of rezoning Ordinance.
34. Applications for property tax exemptions for improvements made to buildings:
  - a. Jeremy W. and Kara M. Magelky, 3101 Peterson Parkway North (3 year).
  - b. Jeremy W. and Kara M. Magelky, 3101 Peterson Parkway North (3 year).
  - c. Neil K. and Kathleen D. Sandness, 2916 38 1/2 Avenue South (3 year).
  - d. Bruce D. Berg and Linda S. Kremer, 3016 38th Avenue South (3 year).
  - e. Gary L. Geller, 2205 8th Street North (5 year).
  - f. Dennis A. and Mary J. O'Briant, 1914 26 1/2 Avenue South (5 year).
  - g. William E. and Marilyn A. Martinson, 42 36th Avenue Northeast (5 year).
  - h. Kurt David and Meredith Cameron, 1702 Plumtree Road North (5 year).
  - i. Travis R. Kapp, 1137 28th Street North (5 year).
  - j. Randall A. and Angela R. Lekander, 1533 8th Street North (5 year).
  - k. Darwin T. and Corine C. Wittmier, 3130 8th Street North (5 year).
  - l. Adam A. and Kristi L. Reich, 82 23rd Avenue North (5 year).
  - m. Duane A. and Korina Hilsendeger, 1525 5th Street North (5 year).
  - n. Christopher B. and Susan M. Langerud, 1707 2nd Street North (5 year).
  - o. Harry W. and Linda R. Bosch, 1413 14 1/2 Street South (5 year).

35. Update on Improvement District No. BN-17-A.
36. Comprehensive overview of the 2020 Ground Transportation Center Improvement Projects and Recommended Actions.
37. Proposal for a Parking Lease Agreement and Easement with T&K Property Management LLC to use the City-owned Mercantile Parking Garage by adjacent condominium residents.
38. Public comment regarding the Municipal Airport Authority.

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

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

**Office of the City Attorney**

**City Attorney**  
Erik R. Johnson

**Assistant City Attorney**  
Nancy J. Morris

October 31, 2019

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

**RE: An Ordinance Amending Article 13-10 Relating to Recreational Aquatic Facilities**

Dear Commissioners,

Enclosed for your approval is an ordinance pertaining to recreational aquatic facilities. The Environmental Health Division of Fargo Cass Public Health is responsible for the administration and enforcement of these regulations. The current City ordinance states that the health department is responsible for inspecting private residential pools. However, the Environmental Health Division does not inspect nor license private residential pools. At its October 21<sup>st</sup>, 2019 meeting, the Board of City Commissioners directed the City Attorney's Office to work with Fargo Cass Public Health to review and update the City's ordinance on this subject. As a result, I am remitting to you for your approval, an ordinance amending Article 13-10 relating to recreational aquatic facilities.

**Suggested Motion:** I move to receive and file an Ordinance Amending Sections 13-1002 and 13-1008 of Article 13-10 of Chapter 13 of the Fargo Municipal Code Relating to Recreational Aquatic Facilities, and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

Please feel free to contact me or Grant Larson if you have any questions or concerns.

Sincerely,



Alissa R. Farol  
Assistant City Attorney

cc: Grant Larson, Director of the Environmental Health Division, Fargo Cass Public Health

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 AN ORDINANCE AMENDING SECTIONS 13-1002 AND 13-1008  
2 OF ARTICLE 13-10 OF CHAPTER 13 OF THE FARGO MUNICIPAL CODE  
3 RELATING TO RECREATIONAL AQUATIC FACILITIES

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Amendment.

16 Section 13-1002 of Article 13-10 of Chapter 13 of the Fargo Municipal Code is hereby  
17 amended to read as follows:

18 13-1002. Regulation by health department. —

19 1. The health department, and agents and employees thereof, shall have authority to  
20 regulate the public health and safety in the city of Fargo concerning use, design, operation, and  
21 maintenance of Aquatic Venues. The health department shall have such authority to adopt  
22 regulations, rules, standards and practices. Such regulations, rules, standards, and practices shall be  
23 approved by the board of city commissioners, are hereby adopted by reference and fully  
incorporated herein, including any amendments hereinafter adopted, and shall be controlling within  
the jurisdiction of the health department.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

2. No person shall own, operate or allow to be occupied an Aquatic Venue, except a private residential pool, without a license for such issued by the health department pursuant to this article.

~~3. No person shall own, operate or allow to be occupied a private residential pool unless said pool is completely encircled by a fence or other barrier at least five (5) feet in height and with respect to any gates or doors for such fence or other barriers, said gates or doors are equipped with latches that allow them to be opened from the inside and the latches must be capable of being locked to prevent access when the pool is unattended.~~

~~4.3.~~ No person shall occupy an Aquatic Venue that has been closed and placarded for closure by the health department, as provided in section 6.6.4 of the Model Aquatic Health Code adopted herein, and no licensee shall allow such Aquatic Venue to be occupied after such closure and placarding other than for the limited purposes of repairs, maintenance or other activities needed to correct an imminent health hazard.

Section 2. Amendment.

Section 13-1008 of Article 13-10 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

13-1008. Inspection by health department.—

The health department may inspect or cause to be inspected, all recreational aquatic facilities, ~~including private residential pools,~~ within the city at such times as it may deem necessary to carry out the intent of this ordinance. The health department is hereby authorized to enter upon any premises, ~~private or public,~~ to take such samples of water from such pools at such times as it may deem necessary and to require the owner, proprietor or operator to comply with rules and regulations pertaining to Aquatic Venues promulgated by the health department in accordance with this ordinance, and as approved by the board of city commissioners. In the event of the failure of compliance after due notice with the rules and regulations and requirements of the health department or the requirements of this ordinance, the health department shall have the power to abate or cause a suspension of the use of such Aquatic Venue ~~or private residential pool~~ until such time as the same is, in the opinion of the health department, no longer a menace or a hazard to health, safety or morals.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section 3. Penalty.

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

Section 4. Effective Date.

4 This ordinance shall be in full force and effect from and after its passage, approval and  
5 publication.  
6  
7  
8  
9  
10  
11

12 Attest:

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

13  
14  
15 \_\_\_\_\_  
Steven Sprague, City Auditor

16 First Reading:  
17 Second Reading:  
18 Final Passage:  
19 Publication:  
20  
21  
22  
23



Office of the City Attorney

**City Attorney**  
Erik R. Johnson

**Assistant City Attorney**  
Nancy J. Morris

October 31, 2019

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

**RE: Richard Nelson vs. City of Fargo—Appeal of City Commission Decision Granting Conditional Use Permit—Bed and Breakfast located at 611 8<sup>th</sup> Street South**

Dear Commissioners:

Enclosed for your receipt and filing is a Notice of Appeal brought by Richard Nelson. The appeal has been filed in Cass County District Court. It is an appeal of the City Commission decision, affirming the decision of the Planning Commission’s grant of a conditional use permit authorizing a bed and breakfast to be operated at 611 8<sup>th</sup> Street South, commonly known as the “Roberts House”.

**SUGGESTED MOTION:** I move to receive and file the enclosed Notice of Appeal of the City Commission’s approval of the Planning Commission’s grant of a conditional use permit for bed and breakfast use at the residence located at 611 8<sup>th</sup> Street South.

Sincerely,



Erik R. Johnson

ERJ/lmw

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

<p>Richard Nelson,</p> <p style="text-align: right;">Appellant,</p> <p style="text-align: center;">v.</p> <p>Fargo City Commission,</p> <p style="text-align: right;">Appellee.</p>	<p>Civil No.: _____</p> <p style="text-align: center;"><b>NOTICE OF APPEAL</b></p>
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[¶1] Pursuant to N.D.C.C. § 28-34-01, Appellant Richard Nelson (“Appellant”) appeals to the District Court of Cass County, North Dakota, the decision of Appellee Fargo City Commission (“the City”) to grant a Conditional Use Permit (“CUP”) to Roger and Margaret Nelson (“the Applicants”), allowing them to operate a bed and breakfast in a single-family, detached residence located at 611 8th Street South in Fargo, North Dakota.

[¶2] Appellant appeals on the following specifications of error:

1. The City’s approval of the Applicants’ CUP application was arbitrary, capricious, unreasonable, not supported by substantial evidence, and predicated on grounds not warranted by law. The property does not meet the definition of a “bed and breakfast” under the Land Development Code, § 20-1202. Further, no additional off-street parking is available, as required under the Land Development Code, § 20-0402(S)(3), in order to approve a CUP allowing for receptions or private parties to occur on the property. Due to the historic residential character of the neighborhood and proximity of multi-family housing with inadequate off-street parking, street parking is already limited and is not be sufficient to accommodate receptions or private parties on the property. Because the proposed bed and breakfast does not comply with all

applicable provisions of the Land Development Code, as required by § 20-0909(D)(1), the City's decision to grant the CUP was unreasonable, arbitrary, and capricious and must be reversed.

2. The City denied Appellant the right to a fair hearing thereby violating due process by providing inadequate notice as to the scope of the CUP and failing to allow Appellant to present his objections during the public hearing on the CUP application at the City Council meeting on September 23, 2019.

Dated this 22nd day of October, 2019.

KENNELLY BUSINESS LAW

//s//Christopher M. Kennelly  
CHRISTOHER M. KENNELLY (ND #05560)  
313 NP Avenue  
Fargo, ND 58102  
Telephone: 701-478-4900  
Facsimile: 701-478-4330  
chris@kennellybusinesslaw.com  
*Attorneys for Appellant*

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

Richard Nelson,

Appellant,

v.

Fargo City Commission,

Appellee.

Civil No.: \_\_\_\_\_

**AFFIDAVIT OF SERVICE BY MAIL**

STATE OF NORTH DAKOTA

COUNTY OF CASS

}

ss.

Amanda Lea Stubson, being first duly sworn, does depose and state that she is of legal age and not a party to the above-entitled matter.


On October 22, 2019, Affiant served upon the Appellee in the above-entitled matter a true and correct copy of:

**1. NOTICE OF APPEAL**

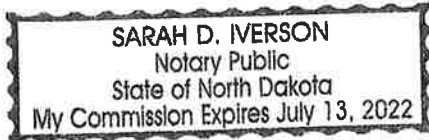
A copy of the foregoing was securely enclosed in an envelope with postage duly prepaid and addressed as follows:

Erik R. Johnson  
Attorney for the City of Fargo  
Erik R. Johnson & Associates, Ltd.  
505 Broadway Street North, Suite 206  
Fargo, ND 58102

To the best of Affiant's knowledge, the address above given was the actual address of the agent of the party intended to be so served. The above document was duly served in accordance with the Rules of Civil Procedure.

  
Amanda Lea Stubson

Subscribed and sworn to before me this 22<sup>nd</sup> day of October, 2019.



(SEAL)

*Sarah D. Iverson*  
Notary Public, Cass County, North Dakota



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

V 4388  
 25.00  
 10/21/19

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

Name of Nonprofit Organization or group of people permit is issued to <i>Knights of Columbus</i>		Date(s) of Activity <del>1-25-20 to 2-2-20</del> <i>Feb. 2, 2020</i>	For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Jack Gaa</i>		Title <i>Treasurer KC's</i>	Business Phone Number <i>232-5900</i>	
Business Address <i>1420 2th St. N.</i>		City <i>Dargo</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>Holy Spirit Catholic Church</i>		Site Address <i>1420 2th St. N.</i>		
City <i>Dargo</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 Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *				

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize
<i>Raffle</i>	<i>Quiet</i>	<i>\$500</i>

Game Type	Description of Prize	Retail Value of Prize

(Limit \$40,000 per year)  
 Total: \$ *500.00*

Intended uses of gaming proceeds: *Supplies for church kitchen @ Holy Spirit*

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

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30?  No  Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ \_\_\_\_\_. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official <i>Barbara Steingard</i>	Date <i>10-16-19</i>	Title <i>Business mgr</i>	Business Phone Number <i>701-232-5900</i>
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**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2019)

36

\$25.00  
 CC  
 10-22-19

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

Name of Nonprofit Organization or group of people permit is issued to <b>Davies Theatre Parent Group</b>	Date(s) of Activity	For a raffle, provide drawing date(s): daily 11.07.2019-11.10.2019	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Jody Jahner</b>	Title <b>Volunteer</b>	Business Phone Number <b>(701) 730-3804</b>	
Business Address	City	State	Zip Code
Mailing Address (if different) <b>4256 43rd Ave S</b>	City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58104-xxxx</b>
Name of Site Where Game(s) will be Conducted <b>Davies High School</b>	Site Address <b>7150 25th St S</b>		
City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58104-xxxx</b>	County <b>Cass</b>

Check the Game(s) to be Conducted: \* Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event 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
50/50 raffle	cash	\$1,500.00			
Total:					(Limit \$40,000 per year) \$ 1,500.00

Intended uses of gaming proceeds: To support Davies Theatre Department, offset cost of field trips

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

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30?  No     Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ \_\_\_\_\_. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official <i>Jody Jahner</i>	Date 10/22/2019	Title Parent Volunteer	Business Phone Number (701) 730-3804
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**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2019)

105.00  
 100844  
 10-22-19

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

Name of Nonprofit Organization or group of people permit is issued to Sts. Anne & Joachim Catholic Church	Date(s) of Activity 11/10/2019 to 11/10/2019	For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income Rob Asheim	Title Bus. Manager	Business Phone Number (701) 235-5757	
Business Address 5202 25th Street South	City Fargo	State ND	Zip Code 58104-7119
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Sts. Anne & Joachim Catholic Church	Site Address 5202 25th Street South		
City Fargo	State ND	Zip Code 58104-7119	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input checked="" type="checkbox"/> Bingo <input 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
Bingo	See Attached Lis				
<b>Total:</b>					(Limit \$40,000 per year) \$ 1,559.00

**Intended uses of gaming proceeds:** Improvements to our Gathering Space for our 10 Anniversary Celebration

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

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30?  No  Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ 22,500.00 . This amount is part of the total prize limit of \$40,000 per year.

Permit # R0079-19

Signature of Organization or Group's Top Official <i>[Signature]</i>	Date 10/24/2019	Title Business Manager	Business Phone Number (701) 235-5757
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**Sts. Anne & Joachim****Fall Festival Bingo Prizes****Sunday, November 10, 2019**

<b>Item</b>	<b>Quantity</b>	<b>Amount</b>	<b>Total Value</b>
Amazon gift card	1	\$25.00	\$25.00
Buffalo Wild Wings gift certificate	2	\$20.00	\$40.00
Burger King gift card	1	\$10.00	\$10.00
Caribou Coffee Gift cards	2	\$10.00	\$20.00
Casey's General Store certificate for a free single topping pizza	3	\$12.00	\$36.00
Casey's General Store gift cards	5	\$10.00	\$50.00
Cash Wise gift card	1	\$20.00	\$20.00
Chipotle Mexican Grill Dinner for 4 gift certificate	2	\$50.00	\$100.00
Dairy Queen gift cards	3	\$25.00	\$75.00
Dairy Queen gift cards	6	\$10.00	\$60.00
Dairy Queen gift cards	4	\$5.00	\$20.00
Don's Car Wash gift card	5	\$10.00	\$50.00
Family Fare gift cards	2	\$30.00	\$60.00
Family Fare gift cards	4	\$10.00	\$40.00
Fandango gift cards	2	\$15.00	\$30.00
FM Opera certificate for 2 adult & 2 students	1	\$75.00	\$75.00
Happy Joe's Pizza gift certificate	1	\$20.00	\$20.00
Hornbacher's gift cards	2	\$25.00	\$50.00
Jersey Mike's Subs Buy one Get one	5	\$10.00	\$50.00
Lucky's 13 Pub gift card	1	\$25.00	\$25.00
Marco's Pizza gift cards	3	\$25.00	\$75.00
Marcus Theatres gift card	1	\$25.00	\$25.00
McDonald's Extra Value Meal Gift Card	6	\$8.00	\$48.00
McDonald's Free Desert Gift Card	3	\$3.00	\$9.00
Nothing Bundt Cakes Gift Card	1	\$20.00	\$20.00
Osgood Golf Course certificate for 1 round of golf	2	\$19.00	\$38.00
P.R. gift cards for	2	\$25.00	\$50.00
Red Lobster gift card	1	\$10.00	\$10.00
Rose Creek Golf Course certificate for 1 round golf	1	\$34.00	\$34.00
Sandy's Donuts certificate for dozen Free donuts	2	\$21.00	\$42.00
Scheel's Gift Card	10	\$10.00	\$100.00
Smiling Moose Deli gift card	1	\$20.00	\$20.00
Subway certificate for free 6" sub	8	\$5.50	\$44.00
Texas Roadhouse gift card	1	\$25.00	\$25.00
Thunder Road Attraction buy 1 get 1	1	\$8.00	\$8.00
Uncle Maddio's Pizza gift card	1	\$20.00	\$20.00
Village Inn gift card	1	\$25.00	\$25.00
Wal-Mart gift card	1	\$25.00	\$25.00
Wal-Mart gift card	1	\$10.00	\$10.00
Wingstop gift cards	3	\$25.00	\$75.00
			<b>\$1,559.00</b>



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

25.00
10/25/19

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

Form with fields: Name of Nonprofit Organization or group of people permit is issued to (Katherine Cichon Benefit), Date(s) of Activity, For a raffle, provide drawing date(s) (11-23-19), Person Responsible for the Gaming Operation and Disbursement of Net Income (Deanna Thomas as Shari Cichon), Title, Business Phone Number (701-936-3034), Business Address (3108 5th St S #12), City (Moosehead), State (ND), Zip Code (58560), Mailing Address (if different), Name of Site Where Game(s) will be Conducted (Bowles), Site Address (2630 S. University Dr.), City (Fargo), State (ND), Zip Code (58103), County (Cass). Includes checkboxes for game types: Bingo, Raffle, Raffle Board, Calendar Raffle, Sports Pool, Poker, Twenty-one, Paddlewheels.

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Table with 3 columns: Game Type, Description of Prize, Retail Value of Prize. Includes handwritten entry: 50/50 raffle, 1/2 of ticket sales, 1000.00.

Total: \$ (Limit \$40,000 per year)

Form with text: Intended uses of gaming proceeds: help with medical costs. Does the organization presently have a state gaming license? [X] No [ ] Yes - If "Yes," the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240. Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? [ ] No [ ] Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit. Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? [X] No [ ] Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ . This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official (Deanna Thomas), Date (10-25-19), Title (co-chairman), Business Phone Number (701-936-3034)



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

Handwritten notes: (30), \$25.00, 13309, 10-21-19

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

Form with fields: Name of Nonprofit Organization (Legacy Children's Foundation), Date(s) of Activity, Person Responsible (Mary Jean Dehne), Business Address (725 28th St N), City (Fargo), State (ND), Zip Code (58102-0000), Name of Site (Dakota Medical Foundation), Site Address (4141 28th Ave S), City (Fargo), State (ND), Zip Code (58104-0000), County (Cass). Includes checkboxes for game types: Bingo, Raffle, Raffle Board, Calendar Raffle, Sports Pool, Poker, Twenty-one, Paddlewheels.

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Table with 3 columns: Game Type, Description of Prize, Retail Value of Prize. Contains entries for 50/50 (Cash, \$1,000.00) and Raffle (Tickets, \$100.00). Total value: \$1,300.00.

Form with text: Intended uses of gaming proceeds: Support programming for after school support for disadvantaged Fargo teen. Does the organization presently have a state gaming license? [X] No. Has the organization or group received a restricted event permit...? [X] No. Has the organization or group received a local permit...? [X] Yes. Total value of all prizes previously awarded: \$3100.

Signature of Organization or Group's Top Official: Mary Jean Dehne, Date: 10/30/2019, Title: Executive Director, Business Phone Number: (701) 793-7600



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

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

Name of Nonprofit Organization or group of people permit is issued to <u>Nativity Elementary</u>		Date(s) of Activity <u>1/31/2020</u>	For a raffle, provide drawing date(s): <u>1/31/2020</u>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <u>Antoinette Johnson</u>		Title <u>PTO Fundraising Chair</u>	Business Phone Number <u>701.232.7461</u>	
Business Address <u>1825 11th St S</u>		City <u>Fargo</u>	State <u>ND</u>	Zip Code <u>58103</u>
Mailing Address (if different)		City	State	Zip Code
Name of Site Where Game(s) will be Conducted <u>Nativity Elementary</u>		Site Address <u>1825 11th St S</u>		
City <u>Fargo</u>		State <u>ND</u>	Zip Code <u>58103</u>	County <u>Cass</u>
Check the Game(s) to be Conducted: *Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *				

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Cash (1)	\$ 500			
Raffle	Cash (2)	\$ 250			
Raffle	Cash (5)	\$ 100			
Total:					(Limit \$40,000 per year) \$ 1500

Intended uses of gaming proceeds: PTO Need, Teacher Needs, Field Trips  
Sports Equipment, r

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

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30?  No  Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ \_\_\_\_\_. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official <u>Antoinette Johnson</u>	Date <u>10/31/19</u>	Title <u>PTO Fundraising Chair</u>	Business Phone Number <u>701.232.7461</u>
--------------------------------------------------------------------------------	-------------------------	---------------------------------------	----------------------------------------------



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

(39)

1632
25.00
10/30/19

Application for: [X] Local Permit [ ] Restricted Event Permit (one event per year)

Form with fields: Name of Nonprofit Organization or group of people permit is issued to (Fargo North High Spartacas Dance Team), Date(s) of Activity (12/07/19), Person Responsible for the Gaming Operation and Disbursement of Net Income (Amy Schroeder), Business Address (801 17th Ave N), Mailing Address (44 17 1/2 Ave N), Name of Site Where Game(s) will be Conducted (Fargo North High School), City (Fargo), State (ND), Zip Code (58102), County (Cass).

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED -- See attached list --

Two empty tables with columns: Game Type, Description of Prize, Retail Value of Prize.

Total: (Limit \$40,000 per year) \$3,554.00

Intended uses of gaming proceeds: uniforms, equipment, fees for high school dance team.
Does the organization presently have a state gaming license? [X] No [ ] Yes - If "Yes," the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240.
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? [ ] No [X] Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.
Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? [X] No [ ] Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ . This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official (Amy Schroeder), Date (10/30/19), Title (Treasurer), Business Phone Number (701-552-1074)



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

2500 Cash 10/30/19

Application for: [x] Local Permit \* [ ] Restricted Event Permit (one event per year)

Form with fields: Name of Nonprofit Organization or group of people permit is issued to (Nd Society Of Professional Land Surveyors Foundation), Date(s) of Activity, Business Address (Po Box 7370), City (Bismarck), State (ND), Zip Code (58507-0000), Name of Site Where Game(s) will be Conducted (Delta by Marriott), Site Address (1635 42nd St S), City ( Fargo), State (ND), Zip Code (58103-0000), County (Cass County). Includes checkboxes for game types: Bingo, Raffle, Raffle Board, Calendar Raffle, Sports Pool, Poker, Twenty-one, Paddlewheels.

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Table with 3 columns: Game Type, Description of Prize, Retail Value of Prize. Contains 3 entries: Raffle, Hunting Rifle (\$1,295.00), Hunting Shotgun (\$619.00), Hunting Rifle (\$578.00).

Table with 3 columns: Game Type, Description of Prize, Retail Value of Prize. Empty table.

Total: \$ 2,492.00 (Limit \$40,000 per year)

Intended uses of gaming proceeds: The purpose of this nonprofit corporation is to promote educational, scientific and charitable activities in the fields of Land Surveying, Mapping and Land Information Sciences

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

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? [x] No [ ] Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ . This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official, Date (10/30/2019), Title (Foundation President), Business Phone Number ((701) 580-2651)



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

4

G - \_\_\_\_\_ (\_\_\_\_\_)\_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Fargo Metro Baseball Association**

**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 <b>Specks Bar</b>			
Street <b>2611 Main Ave.</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>11/1/19</b>		Ending Date(s) Authorized <b>6/30/20</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Northwest pool table area</b>		Number of twenty-one tables if zero, enter "0": <b>0</b>	
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---------------------------------------------------	---------------------------------

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date
<b>PRINT</b> Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City auditor</b>	<b>11/4/19</b>

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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

5

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-K1

Type: Change Order #12

Location: Rosewood Addition

Date of Hearing: 10/28/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/4/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #12, in the amount of \$3,763.65, for additional work related to the raising of a manhole and moving the lower level interior lights to be above the high-water line.

Staff is recommending approval of Change Order #12 in the amount of \$3,763.65, bringing the total contract amount to \$3,854,852.67.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #12 to Industrial Builders, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #12 in the amount of \$3,763.65, bringing the total contract amount to \$3,854,852.67, to Industrial Builders, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

Yes	No
	N/A
	N/A
	N/A

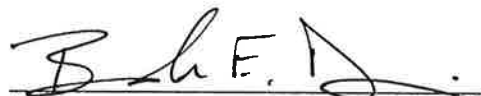
COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
Brenda E. Derrig, P.E.  
City Engineer



# Memorandum

**To:** Members of PWPEC  
**From:** Roger E. Kluck, PE, CFM Civil Engineer II  
**Date:** October 22, 2019  
**Re:** Project No. FM-15-K1 – Change Order #12  
Rosewood Area Flood Risk Management

---

**Background:**

Project No. FM-15-K1 bids were opened on May 30, 2018 and the project was awarded by the City Commission to Industrial Builders on June 4, 2018. Construction began on June 25, 2018. This is a two-year project due to requirements to meet Federal Wetland Standards. The project continues construction of flood control on the north side of Rose Coulee across from the Rosewood neighborhood. Construction is almost complete with punch list work left to do.

During finishing operations in advance of seeding, KLJ found that a storm sewer manhole needed to be raised to match the adjoining new structures finished elevations. The cost for this work is \$2,449.15 and is detailed in the attached information. Also, during lift station startup, Public Works asked to move lower level interior lights so that they would be above high-water line to avoid future problems. The cost for this work is \$1,314.50 and is also detailed in the attached information. The Change Order is being paid for with Sales Tax Funds-Flood Control-460. The requested Change Order item has been reviewed by engineering and is reasonable.

**Recommended Motion:**

Approve Change Order #12 in the amount of \$3,763.65 to Industrial Builders.

REK/klb

Attachment

C: Jody Bertrand, Division Engineer  
Brenda Derrig, City Engineer



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

**Project No** FM-15-K1 **Change Order No** 12  
**Project Name** Rosewood Area Flood Risk Management Project  
**Date Entered** 10/21/2019 **For** Industrial Builders 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:** Modify Storm Manhole

Modify Storm Manhole to match grades on new lift station, modify lights in wet well so above catwalk per request from Public works

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 (\$)
Storm Sewer	96	F&I Manhole 4' Dia Reinf Conc	EA	0.00	0.00	0.00	1.00	1.00	2,449.15	2,449.15
								<b>Storm Sewer Sub Total (\$)</b>		<b>2,449.15</b>
Storm Sewer Lift Station	97	Modify Lft Station	EA	0.00	0.00	0.00	1.00	1.00	1,314.50	1,314.50
								<b>Storm Sewer Lift Station Sub Total (\$)</b>		<b>1,314.50</b>

**Summary**

**Source Of Funding** Sales Tax Funds - Flood Control - 460  
**Net Amount Change Order # 12 (\$)** 3,763.65  
**Previous Change Orders (\$)** 401,395.12  
**Original Contract Amount (\$)** 3,449,693.90  
**Total Contract Amount (\$)** 3,854,852.67

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/01/2019	06/01/2020	0.00	0.00	09/01/2019	06/01/2020

**Description**



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED

Aaron Maley

For Contractor

Industrial Builders, Inc.

Title

Project Manager

APPROVED DATE

Department Head

Mayor

10/30/19

Attest

*Industrial Builders, Inc.*

---

PAUL W. DIEDERICH, PRESIDENT  
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT



*General Contractors*

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PHONE 701/282-4977 FAX 701/281-1409  
P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

September 30, 2019

KLJ  
3203 32nd Ave S Suite 201  
Fargo, ND 58103-6242

Attn: Matt Jennings

Re: Rosewood Flood Risk Mgmt FM-15-K1 – Manhole Riser

Dear Mr. Jennings,

Attached is the cost breakdown from Fox Underground for the extra work to remobilize and install a riser on ST-11. The added cost with prime contractor markup is \$2449.15

Please issue a change order at your earliest convenience.

If any additional information is required, please call or email.

Sincerely,  
INDUSTRIAL BUILDERS, INC.

A handwritten signature in black ink, appearing to read "Troy Erickson".

Troy Erickson  
Vice President of Engineering

Encl.

Cc: IBI Job File 18203



PO Box 739 - West Fargo, ND 58078 - 701.361.1919

**Extra Work**

Add 3' Intermediate Section

PROJECT: Rosewood FM-15-K1

LOCATION:

Date 8/5/2019

No.	Price Breakdown	QUAN	UNIT	PRICE	EXTENSION
<b>Equipment</b>					
	CAT 323 Excavator	2.50	hr	108.85	272.13
					-
				Equipment Total	272.13
<b>Labor</b>					
	Ty	1.25	hr	24.00	30.00
	Jerry	2.50	hr	26.00	65.00
	Taz	2.50	hr	18.50	46.25
	Matt	2.50	hr	16.50	41.25
					-
				Sub-Total	182.50
				Payroll Taxes at 20%	36.50
				Sub-Total	219.00
				25% Overhead and Profit	54.75
				Labor Total	237.25
<b>Material</b>					
	Hancock	1.00	lsum	467.30	467.30
					-
				Sub-Total	467.30
				25% Overhead and Profit	116.83
				Material Total	584.13
<b>Subcontractor</b>					
	Specialized Carriers	1.00	lsum	1,030.00	1,030.00
					-
				Sub-Total	1,030.00
				10% Subcontractor Allowance	103.00
				Subcontractor Total	1,133.00
				<b>Equip Total</b>	<b>272.13</b>
				<b>Labor Total</b>	<b>237.25</b>
				<b>Material Total</b>	<b>584.13</b>
				<b>Subcontractor Total</b>	<b>1,133.00</b>
				<b>Extra Work Total</b>	<b>2,226.50</b>

(6)

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Project No. SL-19-A1

Type: Change Order #2 & Time Extension

Location: Citywide

Date of Hearing: 10/28/2019

Routing

City Commission  
PWPEC File  
Project File

Date
11/4/2019
X
Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Change Order #2 in the amount of \$31,342.87, for additional work, along with the associated time extension to the Substantial and Final Completion Dates.

Staff is recommending approval of Change Order #2 and the time extension to the Substantial and Final Completion Dates as shown below:

Original Completion Dates:	Revised This Memo:
Substantial – October 31, 2019 Final – November 30, 2019	Substantial – May 31, 2020 Final – June 30, 2020

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #2 & time extension as described above to Fargo Electric.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Change Order #2 in the amount of \$31,342.87, bringing the total contract amount to \$224,497.67, and the time extension to the Substantial and Final Completion Dates.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & Street Light Utility Funds

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

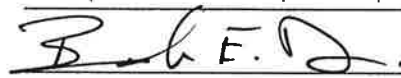
Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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

ATTEST:

  
Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Jim Mohr, Project Engineer  
**Date:** October 21, 2019  
**Re:** Project No. SL-19-A1 – Change Order #2 & Time Extension  
Street Lighting Rehabilitation & Incidentals

---

**Background:**

Project No. SL-19-A1 is for the repair of various street lighting maintenance issues Citywide.

Fargo Electric is the prime contractor on this project.

The attached Change Order #2 in the amount of \$31,342.87, which will increase the total contract amount to \$224,497.67, and time extension is for additional work as shown on the Change Order.

**Recommended Motion:**

Approve Change Order #2 in the amount of \$31,342.87 and time extension to revise the Substantial and Final Completion Dates as shown below:

<b>Original Completion Dates:</b>	<b>Revised This Memo:</b>
<b>Substantial – October 31, 2019 Final – November 30, 2019</b>	<b>Substantial – May 31, 2020 Final – June 30, 2020</b>



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Project No SL-19-A1 Change Order No 2  
Project Name Street Lighting Rehabilitation & Incidentals  
Date Entered 10/8/2019 For Fargo Electric Const 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:** added locations 2 & time extension  
added work various locations 2 & time extension

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 (\$)
Site 46	118	Repair Street Light Miscellaneous	EA	0.00	0.00	0.00	1.00	1.00	2,000.00	2,000.00
<b>Site 46 Sub Total (\$)</b>										
Site 47	119	Directional Boring	LF	0.00	0.00	0.00	163.00	163.00	11.00	1,793.00
	120	F&I Innerduct 1.5" Dia	LF	0.00	0.00	0.00	163.00	163.00	2.10	342.30
	121	F&I Conductor #6 USE Cu	LF	0.00	0.00	0.00	489.00	489.00	2.10	1,026.90
<b>Site 47 Sub Total (\$)</b>										
Site 48	122	Remove Base	EA	0.00	0.00	0.00	1.00	1.00	550.00	550.00
	123	F&I Street Light Foundation	EA	0.00	0.00	0.00	1.00	1.00	1,150.00	1,150.00
<b>Site 48 Sub Total (\$)</b>										
Site 49	124	Repair Feed Point	EA	0.00	0.00	0.00	1.00	1.00	1,100.00	1,100.00
<b>Site 49 Sub Total (\$)</b>										
Site 50	125	Directional Boring	LF	0.00	0.00	0.00	150.00	150.00	11.00	1,650.00
	126	F&I Innerduct 1.5" Dia	LF	0.00	0.00	0.00	150.00	150.00	2.10	315.00
	127	F&I Conductor #6 USE Cu	LF	0.00	0.00	0.00	450.00	450.00	2.10	945.00
<b>Site 50 Sub Total (\$)</b>										
Site 51	128	Directional Boring	LF	0.00	0.00	0.00	235.00	235.00	11.00	2,585.00
	129	F&I Innerduct 1.5" Dia	LF	0.00	0.00	0.00	235.00	235.00	2.10	493.50
<b>Site 51 Sub Total (\$)</b>										





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

Site	Item	LF	EA	0.00	0.00	0.00	0.00	0.00	705.00	705.00	2.10	1,480.50
Site 51	130 F&I Conductor #6 USE Cu	LF		0.00	0.00	0.00	0.00	0.00	705.00	705.00	2.10	1,480.50
Site 52	131 Remove Base	EA		0.00	0.00	0.00	0.00	0.00	1.00	1.00	550.00	4,559.00
	132 F&I Street Light Foundation	EA		0.00	0.00	0.00	0.00	0.00	1.00	1.00	1,150.00	550.00
	133 Repair Street Light Miscellaneous	EA		0.00	0.00	0.00	0.00	0.00	1.00	1.00	332.67	1,150.00
Site 53												1,700.00
	134 Remove Base	EA		0.00	0.00	0.00	0.00	0.00	1.00	1.00	550.00	332.67
	135 F&I Street Light Foundation	EA		0.00	0.00	0.00	0.00	0.00	1.00	1.00	1,150.00	550.00
	136 Directional Boring	LF		0.00	0.00	0.00	0.00	0.00	35.00	35.00	11.00	1,150.00
	137 F&I Innerduct 1.5" Dia	LF		0.00	0.00	0.00	0.00	0.00	35.00	35.00	2.10	385.00
	138 F&I Conductor #6 USE Cu	LF		0.00	0.00	0.00	0.00	0.00	105.00	105.00	2.10	73.50
	139 F&I Pull Box	EA		0.00	0.00	0.00	0.00	0.00	1.00	1.00	1,500.00	220.50
	140 F&I Traffic Signal Feed Point	EA		0.00	0.00	0.00	0.00	0.00	1.00	1.00	10,000.00	1,500.00
									1.00	1.00	10,000.00	10,000.00
	<b>Site 54 Sub Total (\$)</b>											<b>13,879.00</b>

**Summary**

Source Of Funding Utility Funds - Street Lights - 528

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

31,342.87  
49,660.80  
143,494.00  
224,497.67

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/14/2019	09/27/2019	212.00	277.00	05/31/2020	06/30/2020

**Description**



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED

*Fargo Electric Construction*

For Contractor

*[Signature]*

Title

*Project Manager*

APPROVED DATE

Department Head

*[Signature]*

Mayor

10/30/19

Attest

7

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Project No. FM-14-13

Type: Change Order #1

Location: Oakcreek & Copperfield Court

Date of Hearing: 10/28/2019

Routing

City Commission

Date  
11/4/2019

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding Change Order #1 requested by Key Contracting. This Change Order is being requested to move two items from the Substantial Completion Date to the Final Completion Date. The two items to be postponed include Tree Installation and Staining Gatewell Cover.

Staff is recommending approval of Change Order #1 as shown below:

Change Order Item	Original Completion Date	Revised Previously	Revised This Memo
Tree Installation	Substantial – October 31 <sup>st</sup> , 2019	-	Final – June 1 <sup>st</sup> , 2020
Staining Gatewell Cover	Substantial – October 31 <sup>st</sup> , 2019	-	Final – June 1 <sup>st</sup> , 2020

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of the Change Order #1 as described above to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 moving the Tree Installation and Gatewell Cover Staining to Final Completion Items.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: NDSWC State Funds & Flood Sales Tax

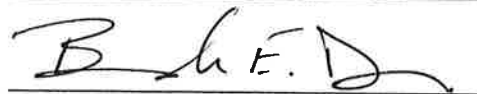
Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

Yes No  
N/A  
N/A  
N/A

COMMITTEE

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

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



Brenda E. Derrig, P.E.  
 City Engineer

ATTEST:

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Rob Hasey, Civil Engineer I, Storm Sewer Utility  
**Date:** October 28, 2019  
**Re:** Project No. FM-14-13 – Change Order #1

**Background:**

Project FM-14-13 is for constructing earthen levees in the Copperfield Court and Oakcreek neighborhoods. Upon the completion of this project, there will be a continuous earthen levee along the east side of Drain 27 from 40<sup>th</sup> Avenue South to 25<sup>th</sup> Street in these two neighborhoods.

Key Contracting is requesting to move two items from the Substantial Completion Date to the Final Completion Date. The first item is to postpone tree planting until the spring of 2020. The landscaping subcontractor expressed that spring planting will provide better establishment conditions. Planting in the spring also provides a longer establishment period for the trees in the event that they may not survive the initial planting season. The establishment period for trees extends 1 year from the date of substantial completion. Delaying the tree planting to the spring of 2020 allows a full growing season and the following spring leaf out in 2021 to determine if the trees need replacement.

The second item is for postponing the staining of the concrete gatewell structure until the spring of 2020. Extra costs to heat the concrete and apply the stain would be needed to accomplish this by the time the concrete cover slab is poured and has proper cure time to accept the stain (28 days). This is cosmetic and does not impact the functionality of the structure.

The third item on the Contractors letter for a time extension to install the concrete access road up to the gatewell structure has been completed.

**Recommended Motion:**

Approve Change Order #1 as shown:

Change Order Item	Original Completion Date	Revised Previously	Revised This Memo
Tree Installation	Substantial – October 31 <sup>st</sup> , 2019	-	Final – June 1 <sup>st</sup> , 2020
Staining Gatewell Cover	Substantial – October 31 <sup>st</sup> , 2019	-	Final – June 1 <sup>st</sup> , 2020

RJH/klb

Attachment

C: Jody Bertrand, Division Engineer



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Project No: FM-14-13 Change Order No: 1  
 Project Name: Copperfield Court / Oakcreek Flood Risk Management Project  
 Date Entered: 10/23/2019 For: Key Contracting Inc

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

**EXPLANATION OF CHANGE:** Substantial completion items

Move boulevard tree and concrete gateway cover staining to final completion

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
<b>Summary</b>										
<b>Source Of Funding</b>										
<b>Net Amount Change Order # 1 (\$)</b>										
<b>Previous Change Orders (\$)</b>										
<b>Original Contract Amount (\$)</b>										
<b>Total Contract Amount (\$)</b>										

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

**CONTRACT TIME**




Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/31/2019		214.00	0.00	06/01/2020	
Description: Original substantial completion for all contract items is October 31, 2019.					
Change substantial completion of tree installation and gateway cover staining to June 1, 2020.					
All other project features included in original substantial completion date will remain unaffected.					

**APPROVED**

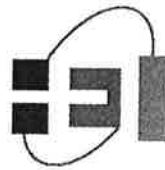
APPROVED DATE



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

For Contractor			
Title	PRESIDENT		10/30/19
		Attest	

# MEMO



HoustonEngineering Inc.

## 6059-029 – Copperfield Court/Oakcreek Phase 3

**To:** Jody Bertrand – City of Fargo      **From:** Randy Engelstad

**Date:** October 9, 2019      **Subject:** FM-14-13 Change Order #1

---

This memo serves as a summary of recommendations based on changes to the construction contract on Copperfield Court/Oakcreek Flood Risk Management Project Phase 3. Key Contracting submitted a request on October 7, 2019 to complete contract items in the spring of 2020.

Houston Engineering approves the time extension for the following items to be moved from the substantial completion date October 31, 2019 to the final completion date June 1, 2020:

1. The installation of the boulevard trees. Key received a recommended that planting in the spring will have better success for the health of the tree.
2. The staining the lid of the gate well. Once the 28-day cure time for lid has passed it is likely the minimum temperature for staining will not be able to be met. For the stain and sealant to have the proper appearance and maintain its durability, Houston recommends staining for the lid be done in the spring before the final completion date when the temperature is warmer.

**KEY CONTRACTING, INC.**

245 7<sup>th</sup> Avenue NE  
West Fargo, North Dakota 58078  
Phone: (701) 238-8192  
Fax: (701) 356-0166  
Internet: keycontracting.com



October 3, 2019

Randy Engelstad  
Houston Engineering

**RE: Request for Extension  
Copperfield Court/OakCreek Flood Risk Management Project Phase 3  
FM-14-13**

Dear Mr. Engelstad:

In spite of the wet weather we are currently on track to meet the October 31 Substantial Completion. Because of all the rain we would like to push 3 tasks into next year. We would like to set and pour the driveway, install trees and paint Gatewell lid in the spring to meet the June 1 Final completion.

Thanks for considering this request. Please call me if you would like to discuss this matter, 701-371-1284.

Sincerely,  
**KEY CONTRACTING, INC.**

/S/

*Steve Carr*  
Steve Carr, Vice President



# Key Contracting, Inc.

245 7th Avenue NE  
 West Fargo, North Dakota 58078  
 Phone: (701) 238-8192  
 Fax: (701) 356-0166  
 Internet: keycontracting.com



## 2019 - Weekly Look Ahead Schedule - October 3

City of Fargo

Copperfield Court / Oak Creek Flood Risk Management Project

Project No: FM-14-13

Engineer: Houston Attn: Randy Engelstad  
 Contractor: Key Contracting, 245 7th Ave NE, West Fargo, ND 58078

Date	Work Activity
------	---------------

**OCTOBER 31 SUBSTANTIAL COMPLETION**

**North Site - Copperfield Court**

October 3 - October 11 Set and Pour Sidewalk  
 Seed and Mulch

SPRING 2020 Install Boulevard Trees

**South Site - Oak Creek**

October 7 - October 11 Complete Levee - 3 more loads of clay needed  
 Spread Top Soil and Fine Grade  
 Pour C&G and Asphalt Patch

October 14 - October 19 Set and Pour Gatewell Lid  
 Set and Pour Sidewalks  
 Seed, Mulch and Erosion Control Blanket

October 21 - October 31 Strip Lid and attach Vac Hoses  
 Final Clean Up  
 Punch List

SPRING 2020 Install Boulevard Trees  
 Stain Gatewell Lid  
 Set and Pour Driveway

Project Superintendents: KEY Steve Carr (701)-371-1284  
 GLADEN Les (218)-766-6904

8

**TO: BOARD OF CITY COMMISSIONERS**  
**FROM: KENT COSTIN, DIRECTOR OF FINANCE** *KAC*  
**RE: SOLE SOURCE PROCUREMENT APPROVAL FOR BOND UNDERWRITER SERVICES FOR THE MERCANTILE PARKING RAMP PROJECT**  
**DATE: OCTOBER 29, 2019**

The City Commission recently approved the development agreements and related proposed financing for the Mercantile ramp project in Downtown Fargo.

We used Baird & Co. to serve as bond underwriter for the past mixed use parking facilities including the ROCO ramp and the Block 9 project. A request for proposal process was used to select them for the ROCO project.

The Finance Committee desires to use Baird & Company for the Mercantile transaction and is recommending a sole source procurement approval.

Baker Tilly, our financial advisor prepared the attached recommendation letter.

**Suggested Motion:**

Approve a sole source procurement action to select Baird & Company for bond underwriter services for the Mercantile project financing.



now joined with  
Springsted and Umbaugh

Baker Tilly Virchow Krause, LLC  
380 Jackson St., Ste 300  
Saint Paul, MN 55101

T: +1 (651) 223 3000  
Bakertilly.com

October 24, 2019

Mr. Kent Costin, Finance Director

City of Fargo  
200 3rd St. N.  
Fargo, ND, 58102

Re: **\$11,800,000 Taxable Annual Appropriation Bonds  
Underwriter Selection Recommendation**

### **Introduction**

The City of Fargo is planning to finance approximately \$11,800,000 of Taxable Annual Appropriation Bonds to finance a downtown parking structure in the summer of 2020.

Annual Appropriation Bonds are typically sold using a negotiated process since it is not a direct general obligation pledge, rather a commitment to fund, which isn't as strong. The high credit quality of the City's outstanding annual appropriation bonds do give consideration for a competitive sale. However, the use of proceeds for a non-essential service, in this case construction of a parking structure, may not fair as well in a competitive sale.

### **Underwriter Selection**

The City could undergo an RFP process for underwriters or choose one.

In early 2019, the City directed Baker Tilly to engage in a process to select the underwriter to target the sale its Refunding Improvement Bonds, Series 2019A to retail investors. Robert W. Baird & Co. Incorporated ("Baird") was selected from 10 proposals as senior managing underwriter based on the following criteria:

- firm's experience as a senior managing underwriter of bonds
- experience of the firm's primary staff representatives in structuring and marketing comparable bonds
- firm's experience in participating in the City's competitive bond issues
- firm's definition of retail sales and their ability to market retail in the prescribed geographies
- general indication of yield
- optional redemption and structure feedback
- marketing approach
- cost

If the City would rather not engage in another RFP process, it may be reasonable to select Baird, based on its recent RFP result. Baird was also selected by the City to underwrite the City's Taxable Annual Appropriation Bonds, Series 2018E (Block Nine Project) based on the results of an RFP process in 2017 for selection of Baird to underwrite the City's Annual Appropriation Bonds, Taxable Series 2017A (FargoDome Project). Both experiences have been positive with outcomes that met or exceeded expectations. Fees could be negotiated to align with their past fee for annual appropriation bonds.

The selection of an underwriter through an RFP process will add about a month to the bond sale process described below.

**Timing**

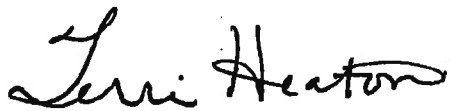
The estimated timing for the sale is as follows:

October 28	Finance Committee asked to appoint Baird subject to reasonable fees or approve an RFP process for underwriters
November	Development Agreement finalized/RFP if needed
December	POS and rating conducted
Week of January 1	Rating Received
Week of January 15	Pricing
Mid-February	Closing

We look forward to the committee's direction.

Respectfully,

BAKER TILLY MUNICIPAL ADVISORS, LLC



Terri Heaton, Principal

9

**TO: BOARD OF CITY COMMISSIONERS**  
**FROM: KENT COSTIN, DIRECTOR OF FINANCE** *KAC*  
**RE: FINANCIAL STATUS REPORT FOR MAJOR OPERATING FUNDS FOR QUARTER ENDING SEPTEMBER 30, 2019**  
**DATE: OCTOBER 28, 2019**

The Finance Department is presenting the third quarter financial status report covering our major operating funds. This report covers year to date activity through September 30, 2019.

This has been prepared in accordance with the Finance Committee's policy of formal quarterly financial updates as a supplement to the monthly financial report provided each month for the General Fund.

**Suggested Motion:**

Approve the financial status report for the third quarter of FY 2019 for all major operating funds.

**CITY OF FARGO, NORTH DAKOTA**  
**FINANCIAL STATUS REPORT**  
**BUDGET TO ACTUAL FOR QUARTER ENDING SEPTEMBER 30, 2019 (Unaudited)**

<b>REVENUES:</b>	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>	<b>Variance Percentage</b>	<b>Notes</b>
<b>General Fund</b>	\$ 71,133,000	\$ 68,982,000	\$ (2,151,000)	-3.0%	
<b>Enterprise Funds:</b>					
Water	18,701,000	17,595,000	(1,106,000)	-5.9%	(1)
Solid Waste	12,853,000	11,004,000	(1,849,000)	-14.4%	(2)
Wastewater	9,074,000	8,748,000	(326,000)	-3.6%	
Forestry	1,560,000	1,608,000	48,000	3.1%	
Street Lighting	2,345,000	2,507,000	162,000	6.9%	
Storm Sewer	2,069,000	2,128,000	59,000	2.9%	
Vector Control	530,000	530,000	-	0.0%	
<b>Total Enterprise Funds</b>	<b>47,132,000</b>	<b>44,120,000</b>	<b>(3,012,000)</b>	<b>-6.4%</b>	
<b>Total Operating Funds</b>	<b>\$ 118,265,000</b>	<b>\$ 113,102,000</b>	<b>\$ (5,163,000)</b>	<b>-4.4%</b>	

Reporting Basis: Revised 2019 Budget

<b>EXPENDITURES:</b>	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>	<b>Variance Percentage</b>	<b>Notes</b>
<b>General Fund</b>	\$ 76,288,000	\$ 73,896,000	\$ 2,392,000	3.1%	
<b>Enterprise Funds:</b>					
Water	24,085,000	21,985,000	2,100,000	8.7%	
Solid Waste	13,543,000	12,501,000	1,042,000	7.7%	
Wastewater	11,987,000	10,480,000	1,507,000	12.6%	
Forestry	1,793,000	1,858,000	(65,000)	-3.6%	
Street Lighting	2,432,000	1,926,000	506,000	20.8%	
Storm Sewer	1,677,000	2,555,000	(878,000)	-52.4%	(3)
Vector Control	559,000	535,000	24,000	4.3%	
<b>Total Enterprise Funds</b>	<b>56,076,000</b>	<b>51,840,000</b>	<b>4,236,000</b>	<b>7.6%</b>	
<b>Total Operating Funds</b>	<b>\$ 132,364,000</b>	<b>\$ 125,736,000</b>	<b>\$ 6,628,000</b>	<b>5.0%</b>	

Reporting Basis: Revised 2019 Budget

**Footnotes:**

- (1) Water revenues negatively impacted by wet weather cycle
- (2) Solid Waste landfill revenues lagging budget projection, most notably landfill revenue
- (3) Variance caused by larger final 2019 CIP approval for storm sewer projects. (UR-19-A1) under revised rate structure

(10)

**TO: BOARD OF CITY COMMISSIONERS**  
**FROM: KENT COSTIN, DIRECTOR OF FINANCE** *KSC*  
**RE: CITY INVESTMENTS HOLDINGS REPORT**  
**DATE: OCTOBER 29, 2019**

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

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

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

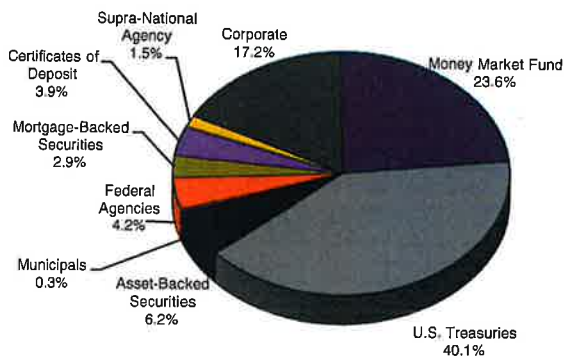
**Suggested Motion:**

Receive and file a report of City investment holdings as of 9/30/2019.

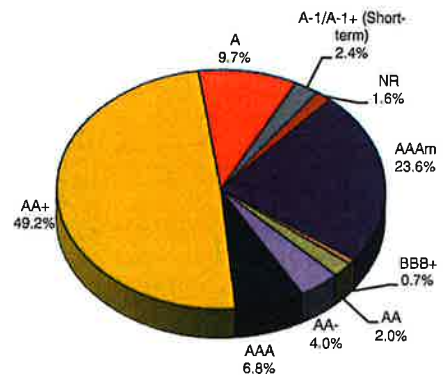
**Portfolio Composition and Credit Quality Characteristics – Combined**

<u>Security Type<sup>1</sup></u>	<u>September 30, 2019</u>	<u>% of Portfolio</u>	<u>June 30, 2019</u>	<u>% of Portfolio</u>
U.S. Treasuries	\$58,754,968	40.1%	\$58,953,706	35.2%
Federal Agencies	\$6,212,744	4.2%	\$10,757,957	6.4%
Mortgage-Backed Securities	\$4,224,048	2.9%	\$4,485,153	2.7%
Asset-Backed Securities / CMO	\$9,118,878	6.2%	\$8,900,001	5.3%
Certificates of Deposit	\$5,768,723	3.9%	\$9,233,653	5.5%
Corporate	\$25,107,071	17.2%	\$28,727,182	17.2%
Supra-National Agency	\$2,194,616	1.5%	\$3,100,816	1.9%
Municipals	\$492,028	0.3%	\$492,830	0.3%
Money Market Fund	\$34,508,739	23.6%	\$42,655,358	25.5%
<b>Totals</b>	<b>\$146,381,815</b>	<b>100.0%</b>	<b>\$167,306,658</b>	<b>100.0%</b>

**Portfolio Composition as of 09/30/19**



**Credit Quality Distribution as of 09/30/19**



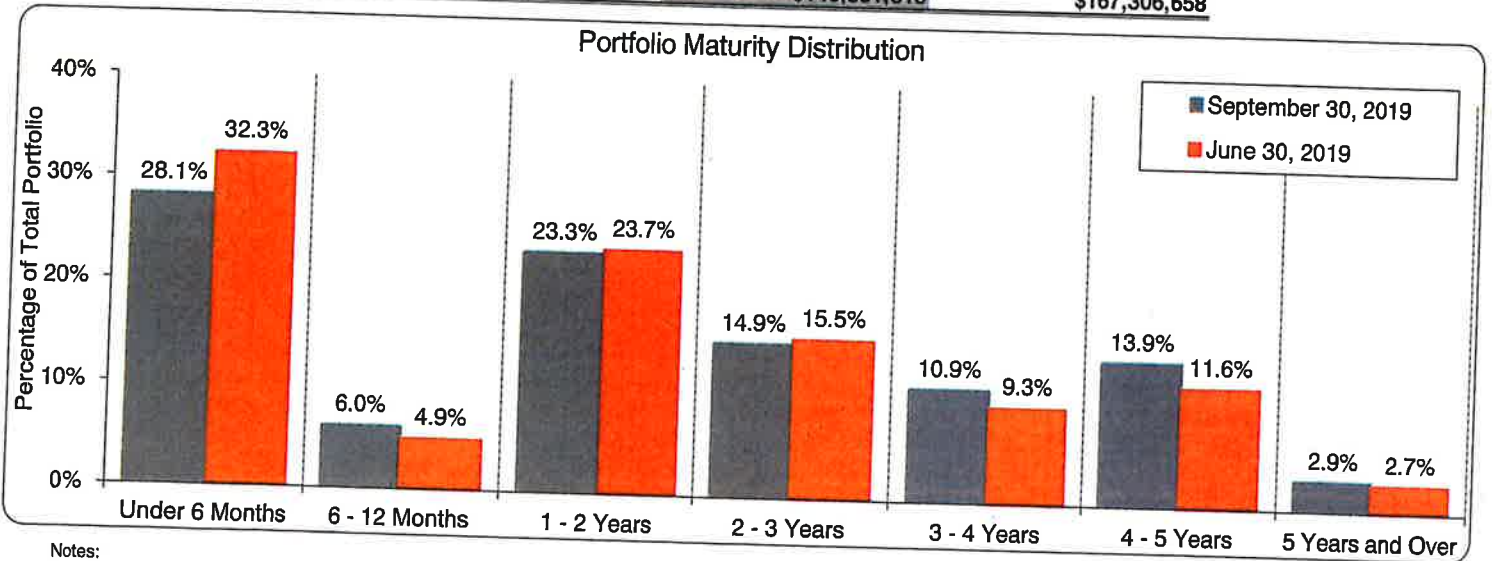
Notes:

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



**Portfolio Maturity Distribution – Combined**

<u>Maturity Distribution<sup>1</sup></u>	<u>September 30, 2019</u>	<u>June 30, 2019</u>
Under 6 Months	\$41,145,611	\$54,045,984
6 - 12 Months	\$8,732,269	\$8,159,098
1 - 2 Years	\$34,076,090	\$39,682,975
2 - 3 Years	\$21,819,504	\$25,901,538
3 - 4 Years	\$15,977,535	\$15,614,699
4 - 5 Years	\$20,417,471	\$19,438,833
5 Years and Over	\$4,213,335	\$4,463,530
<b>Totals</b>	<b>\$146,381,815</b>	<b>\$167,306,658</b>




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



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

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: OCTOBER 23, 2019**

**RE: MODIFICATION OF CONTRACT WITH DEPARTMENT OF VETERANS AFFAIRS EXERCISING OPTION TO EXTEND SERVICES UNTIL 02/29/2020**

The attached contract is for the modification of the contract held with the Department of Veterans Affairs to extend services until 02/29/2020, increase the contract value by \$64,000 and all other terms will remain the same.

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

**Suggested Motion:** Move to approve the modification of the contract with Department of Veterans Affairs.

DF/lls  
Enclosure

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO.

1. CONTRACT ID CODE

PAGE 1 OF 11 PAGES

2. AMENDMENT/MODIFICATION NUMBER  
P00003

3. EFFECTIVE DATE  
11-01-2019

4. REQUISITION/PURCHASE REQ. NUMBER  
P.O. #437-C00043  
PR #437-20-1-069-0001

5. PROJECT NUMBER (if applicable)  
None

6. ISSUED BY CODE

36C568

7. ADMINISTERED BY (If other than Item 6)

CODE

36C568

Department of Veterans Affairs  
VA Black Hills HCS  
Fort Meade Campus  
113 Comanche Rd.  
Fort Meade SD 57741

Department of Veterans Affairs  
VA Black Hills HCS  
Fort Meade Campus  
113 Comanche Rd.  
Fort Meade SD 57741

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)

CITY OF FARGO

200 3RD ST N

FARGO ND 58102

(X)

9A. AMENDMENT OF SOLICITATION NUMBER

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NUMBER  
VA263-16-C-0135 None

10B. DATED (SEE ITEM 13)

11-01-2016

CODE 1UDD5

FACILITY CODE 36C618

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required): 437-3600160-069-822100 Social Work-  
See CONTINUATION Page 2560 Medical Care Contracts \TV-010022160

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

FAR Clause 52.217-8 Option to Extend Services

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority) FAR Clause 52.217-8 Option to Extend Services

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

1. Exercise Option to Extend Services for 4 months; period of performance 11/1/2019 - 2/29/2020.
2. Total contract value increases by \$64,000. (\$16,000 x 4 months)
3. All other terms and conditions remain unchanged.

IAW: ANNUAL SERVICES SCHEDULE CONTAINED IN CONTRACT

Please reference P.O. obligation #437-C00043 on all invoices and receipts. Submit invoices through the OB10 System for payment.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Timothy J. Mahoney, Mayor, City of Fargo

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

ANGELA G. BECK  
Contracting Officer

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

Angela G. Beck 622818  
Digitally signed by Angela G. Beck 622818  
Date: 2019.10.17 09:30:14 -0600

(Signature of Contracting Officer)

16C. DATE SIGNED

10/17/2019

CONTINUATION PAGE

A.1 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	POP (11/1/2019 - 2/29/2020)	4.00	MO	\$16,000.0000	\$64,000.00
Funding/Req. Number: 1				\$64,000.00	437-20-1-069-0001
<b>GRAND TOTAL</b>					<b>\$64,000.00</b>

ACCOUNTING AND APPROPRIATION DATA

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	437-3600160-069-822100 Social Work-2560 Medical Care Contracts \T\-010022160	437-20-1-069-0001 (P)	\$64,000.00

THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms  
Director

Division of  
Wage Determinations

Wage Determination No.: 2015-4969  
Revision No.: 11  
Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: North Dakota

Area: North Dakota County of Cass

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.40
01012 - Accounting Clerk II		16.16
01013 - Accounting Clerk III		18.08
01020 - Administrative Assistant		23.58
01035 - Court Reporter		19.26
01041 - Customer Service Representative I		13.62
01042 - Customer Service Representative II		15.31
01043 - Customer Service Representative III		16.70
01051 - Data Entry Operator I		14.23
01052 - Data Entry Operator II		15.53
01060 - Dispatcher Motor Vehicle		22.70
01070 - Document Preparation Clerk		15.32
01090 - Duplicating Machine Operator		15.32
01111 - General Clerk I		14.00
01112 - General Clerk II		15.28
01113 - General Clerk III		17.16
01120 - Housing Referral Assistant		19.85
01141 - Messenger Courier		13.16
01191 - Order Clerk I		16.25
01192 - Order Clerk II		17.73
01261 - Personnel Assistant (Employment) I		15.37
01262 - Personnel Assistant (Employment) II		17.19
01263 - Personnel Assistant (Employment) III		19.16
01270 - Production Control Clerk		20.44
01290 - Rental Clerk		13.65
01300 - Scheduler Maintenance		15.92
01311 - Secretary I		15.92
01312 - Secretary II		17.81
01313 - Secretary III		19.85
01320 - Service Order Dispatcher		20.29
01410 - Supply Technician		23.58
01420 - Survey Worker		15.10
01460 - Switchboard Operator/Receptionist		13.45
01531 - Travel Clerk I		14.12
01532 - Travel Clerk II		14.89
01533 - Travel Clerk III		15.68
01611 - Word Processor I		14.18
01612 - Word Processor II		15.92
01613 - Word Processor III		17.81
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		21.36
05010 - Automotive Electrician		18.08
05040 - Automotive Glass Installer		17.13

05070 - Automotive Worker	17.13
05110 - Mobile Equipment Servicer	15.26
05130 - Motor Equipment Metal Mechanic	19.15
05160 - Motor Equipment Metal Worker	17.13
05190 - Motor Vehicle Mechanic	19.15
05220 - Motor Vehicle Mechanic Helper	13.92
05250 - Motor Vehicle Upholstery Worker	16.42
05280 - Motor Vehicle Wrecker	17.13
05310 - Painter Automotive	18.08
05340 - Radiator Repair Specialist	17.13
05370 - Tire Repairer	14.78
05400 - Transmission Repair Specialist	19.15
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.96
07041 - Cook I	15.24
07042 - Cook II	17.31
07070 - Dishwasher	10.89
07130 - Food Service Worker	12.32
07210 - Meat Cutter	16.59
07260 - Waiter/Waitress	9.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.16
09040 - Furniture Handler	12.30
09080 - Furniture Refinisher	18.16
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer Minor	16.14
09130 - Upholsterer	17.92
11000 - Personal Services And Support Occupations	
11030 - Cleaner Vehicles	12.81
11040 - Elevator Operator	12.88
11090 - Gardener	19.02
11120 - Housekeeping Aide	12.88
11150 - Janitor	12.88
11210 - Laborer Grounds Maintenance	15.73
11240 - Maid or Houseman	11.35
11280 - Pruner	13.98
11270 - Tractor Operator	18.54
11330 - Trail Maintenance Worker	15.73
11360 - Window Cleaner	14.51
12000 - Health Occupations	
12010 - Ambulance Driver	14.62
12011 - Breath Alcohol Technician	19.61
12012 - Certified Occupational Therapist Assistant	24.19
12015 - Certified Physical Therapist Assistant	23.80
12020 - Dental Assistant	21.48
12025 - Dental Hygienist	30.72
12030 - EKG Technician	26.29
12035 - Electroneurodiagnostic Technologist	26.29
12040 - Emergency Medical Technician	14.62
12071 - Licensed Practical Nurse I	17.52
12072 - Licensed Practical Nurse II	19.61
12073 - Licensed Practical Nurse III	21.85
12100 - Medical Assistant	18.01
12130 - Medical Laboratory Technician	20.94
12160 - Medical Record Clerk	17.69
12190 - Medical Record Technician	23.70
12195 - Medical Transcriptionist	16.72
12210 - Nuclear Medicine Technologist	43.07
12221 - Nursing Assistant I	11.63
12222 - Nursing Assistant II	13.07
12223 - Nursing Assistant III	14.26
12224 - Nursing Assistant IV	16.01
12235 - Optical Dispenser	16.03
12236 - Optical Technician	16.98
12250 - Pharmacy Technician	18.57
12280 - Phlebotomist	15.01
12305 - Radiologic Technologist	26.16
12311 - Registered Nurse I	22.95
12312 - Registered Nurse II	28.07
12313 - Registered Nurse II Specialist	28.07
12314 - Registered Nurse III	33.97
12315 - Registered Nurse III Anesthetist	33.97
12316 - Registered Nurse IV	40.72
12317 - Scheduler (Drug and Alcohol Testing)	24.28
12320 - Substance Abuse Treatment Counselor	25.60

13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		21.90
13012 - Exhibits Specialist II		27.14
13013 - Exhibits Specialist III		33.19
13041 - Illustrator I		21.90
13042 - Illustrator II		27.14
13043 - Illustrator III		33.19
13047 - Librarian		28.59
13050 - Library Aide/Clerk		12.01
13054 - Library Information Technology Systems Administrator		25.25
13058 - Library Technician		17.49
13061 - Media Specialist I		18.47
13062 - Media Specialist II		20.65
13063 - Media Specialist III		23.02
13071 - Photographer I		16.33
13072 - Photographer II		18.27
13073 - Photographer III		22.62
13074 - Photographer IV		27.68
13075 - Photographer V		33.49
13090 - Technical Order Library Clerk		16.10
13110 - Video Teleconference Technician		23.24
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.44
14042 - Computer Operator II		17.27
14043 - Computer Operator III		19.25
14044 - Computer Operator IV		21.39
14045 - Computer Operator V		23.69
14071 - Computer Programmer I	(see 1)	18.90
14072 - Computer Programmer II	(see 1)	23.33
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.44
14160 - Personal Computer Support Technician		21.97
14170 - System Support Specialist		30.57
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.65
15020 - Aircrew Training Devices Instructor (Rated)		33.45
15030 - Air Crew Training Devices Instructor (Pilot)		40.10
15050 - Computer Based Training Specialist / Instructor		27.65
15060 - Educational Technologist		31.53
15070 - Flight Instructor (Pilot)		40.10
15080 - Graphic Artist		18.55
15085 - Maintenance Test Pilot Fixed Jet/Prop	40.10	
15086 - Maintenance Test Pilot Rotary Wing	40.10	
15088 - Non-Maintenance Test/Co-Pilot	40.10	
15090 - Technical Instructor	20.40	
15095 - Technical Instructor/Course Developer	24.96	
15110 - Test Proctor	16.47	
15120 - Tutor	16.47	
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler	9.65	
16030 - Counter Attendant	9.65	
16040 - Dry Cleaner	11.24	
16070 - Finisher Flatwork Machine	9.65	
16090 - Presser Hand	9.65	
16110 - Presser Machine Drycleaning	9.65	
16130 - Presser Machine Shirts	9.65	
16160 - Presser Machine Wearing Apparel Laundry	9.65	
16190 - Sewing Machine Operator	11.79	
16220 - Tailor	12.33	
16250 - Washer Machine	10.13	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	24.50	
19040 - Tool And Die Maker	29.21	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	17.89	
21030 - Material Coordinator	20.44	
21040 - Material Expediter	20.44	
21050 - Material Handling Laborer	15.18	
21071 - Order Filler	12.51	
21080 - Production Line Worker (Food Processing)	17.89	

21110 - Shipping Packer	16.38
21130 - Shipping/Receiving Clerk	16.38
21140 - Store Worker I	11.79
21150 - Stock Clerk	16.28
21210 - Tools And Parts Attendant	17.89
21410 - Warehouse Specialist	17.89
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.94
23019 - Aircraft Logs and Records Technician	20.26
23021 - Aircraft Mechanic I	24.83
23022 - Aircraft Mechanic II	25.94
23023 - Aircraft Mechanic III	26.93
23040 - Aircraft Mechanic Helper	17.06
23050 - Aircraft Painter	23.44
23060 - Aircraft Servicer	20.26
23070 - Aircraft Survival Flight Equipment Technician	23.44
23080 - Aircraft Worker	21.83
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.83
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.83
23110 - Appliance Mechanic	20.79
23120 - Bicycle Repairer	19.53
23125 - Cable Splicer	33.60
23140 - Carpenter Maintenance	19.04
23140 - Carpet Layer	19.11
23160 - Electrician Maintenance	26.51
23181 - Electronics Technician Maintenance I	23.64
23182 - Electronics Technician Maintenance II	25.36
23183 - Electronics Technician Maintenance III	26.98
23200 - Fabric Worker	21.17
23250 - Fire Alarm System Mechanic	23.91
23310 - Fire Extinguisher Repairer	19.53
23311 - Fuel Distribution System Mechanic	25.95
23312 - Fuel Distribution System Operator	20.99
23370 - General Maintenance Worker	18.50
23380 - Ground Support Equipment Mechanic	24.83
23381 - Ground Support Equipment Servicer	23.27
23382 - Ground Support Equipment Worker	21.44
23391 - Gunsmith I	15.43
23392 - Gunsmith II	22.82
23393 - Gunsmith III	25.95
23410 - Heating Ventilation And Air-Conditioning Mechanic	27.50
23411 - Heating Ventilation And Air-Conditioning Mechanic (Research Facility)	26.71
23430 - Heavy Equipment Mechanic	25.33
23440 - Heavy Equipment Operator	24.77
23460 - Instrument Mechanic	25.95
23465 - Laboratory/Shelter Mechanic	24.50
23470 - Laborer	15.18
23510 - Locksmith	24.08
23530 - Machinery Maintenance Mechanic	24.49
23550 - Machinist Maintenance	21.12
23580 - Maintenance Trades Helper	16.76
23591 - Metrology Technician I	25.95
23592 - Metrology Technician II	27.11
23593 - Metrology Technician III	28.15
23640 - Millwright	26.98
23710 - Office Appliance Repairer	22.91
23760 - Painter Maintenance	20.06
23790 - Pipefitter Maintenance	26.20
23810 - Plumber Maintenance	24.73
23820 - Pneudraulic Systems Mechanic	25.95
23850 - Rigger	25.95
23870 - Scale Mechanic	22.82
23890 - Sheet-Metal Worker Maintenance	24.78
23910 - Small Engine Mechanic	19.36
23931 - Telecommunications Mechanic I	31.34
23932 - Telecommunications Mechanic II	32.74
23950 - Telephone Lineman	27.43
23960 - Welder Combination Maintenance	21.29
23965 - Well Driller	25.95
23970 - Woodcraft Worker	25.95
23980 - Woodworker	19.53



4000 - Personal Needs Occupations	
24550 - Case Manager	15.93
24570 - Child Care Attendant	11.25
24580 - Child Care Center Clerk	14.03
24610 - Chore Aide	13.99
24620 - Family Readiness And Support Services Coordinator	15.93
24630 - Homemaker	17.52
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.52
25040 - Sewage Plant Operator	24.46
25070 - Stationary Engineer	24.52
25190 - Ventilation Equipment Tender	16.83
25210 - Water Treatment Plant Operator	24.46
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.20
27007 - Baggage Inspector	15.38
27008 - Corrections Officer	22.16
27010 - Court Security Officer	21.03
27030 - Detection Dog Handler	17.20
27040 - Detention Officer	22.16
27070 - Firefighter	19.89
27101 - Guard I	15.38
27102 - Guard II	17.20
27131 - Police Officer I	26.18
27132 - Police Officer II	29.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.56
28042 - Carnival Equipment Repairer	15.96
28043 - Carnival Worker	10.69
28210 - Gate Attendant/Gate Tender	16.45
28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	18.41
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	22.80
28630 - Sports Official	14.65
28690 - Swimming Pool Operator	19.17
29000 - Stevedoring/Longshoreman Occupational Services	
29010 - Blocker And Bracer	28.17
29020 - Hatch Tender	28.17
29030 - Line Handler	28.17
29041 - Stevedore I	26.14
29042 - Stevedore II	30.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	17.25
30022 - Archeological Technician II	19.30
30023 - Archeological Technician III	23.90
30030 - Cartographic Technician	23.90
30040 - Civil Engineering Technician	27.17
30051 - Cryogenic Technician I	24.88
30052 - Cryogenic Technician II	27.48
30061 - Drafter/CAD Operator I	17.25
30062 - Drafter/CAD Operator II	19.30
30063 - Drafter/CAD Operator III	21.51
30064 - Drafter/CAD Operator IV	26.48
30081 - Engineering Technician I	16.65
30082 - Engineering Technician II	18.70
30083 - Engineering Technician III	21.71
30084 - Engineering Technician IV	26.89
30085 - Engineering Technician V	32.90
30086 - Engineering Technician VI	39.41
30090 - Environmental Technician	25.01
30095 - Evidence Control Specialist	22.46
30210 - Laboratory Technician	20.21
30221 - Latent Fingerprint Technician I	24.88
30222 - Latent Fingerprint Technician II	27.48
30240 - Mathematical Technician	23.90
30361 - Paralegal/Legal Assistant I	16.63
30362 - Paralegal/Legal Assistant II	20.60
30363 - Paralegal/Legal Assistant III	25.20
30364 - Paralegal/Legal Assistant IV	30.49
30375 - Petroleum Supply Specialist	27.48

30390 - Photo-Optics Technician	23.75
30395 - Radiation Control Technician	27.48
30461 - Technical Writer I	23.51
30462 - Technical Writer II	28.77
30463 - Technical Writer III	34.80
30491 - Unexploded Ordnance (UXO) Technician I	24.65
30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	26.48
30502 - Weather Forecaster II	32.20
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 21.51
30621 - Weather Observer Senior	(see 2) 23.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	12.21
31030 - Bus Driver	18.00
31043 - Driver Courier	15.15
31260 - Parking and Lot Attendant	10.91
31290 - Shuttle Bus Driver	16.61
31310 - Taxi Driver	12.97
31361 - Truckdriver Light	18.41
31362 - Truckdriver Medium	18.00
31363 - Truckdriver Heavy	22.39
31364 - Truckdriver Tractor-Trailer	22.49
99000 - Miscellaneous Occupations	
99099 - Cabin Safety Specialist	14.54
99099 - Cashier	11.13
99099 - Desk Clerk	11.50
99099 - Embalmer	39.97
99130 - Flight Attendant	24.65
99291 - Laboratory Animal Caretaker I	14.99
99292 - Laboratory Animal Caretaker II	16.38
99260 - Marketing Analyst	25.16
99310 - Mortician	39.07
99410 - Pest Controller	21.44
99510 - Photofinishing Worker	18.35
99710 - Recycling Laborer	20.39
99711 - Recycling Specialist	25.33
99730 - Refuse Collector	18.12
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	12.89
99830 - Survey Party Chief	25.48
99831 - Surveying Aide	17.11
99832 - Surveying Technician	22.37
99840 - Vending Machine Attendant	16.55
99841 - Vending Machine Repairer	19.91
99842 - Vending Machine Repairer Helper	16.39

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 10 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 9(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$485 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dyeing mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following formula as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and sub-contractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different award or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.36 per week (or \$4.80 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

End of Document

(12)

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

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING *DF***  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: OCTOBER 31, 2019**

**RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA  
DEPARTMENT OF COMMERCE/DCS FOR GLADYS RAY  
SHELTER/EMERGENCY SOLUTIONS AND HOMELESS  
GRANTS FOR STATE \$21,757.87 AND FEDERAL \$8,000.00  
FUNDS  
CONTRACT NO. E-19-DC-38-0001**


The following Notice of Grant Award from the North Dakota Department of Commerce is for the Gladys Ray Shelter for Homeless/Emergency Solutions. No budget adjustment is required for this contract of \$21,757.87 for state funds and \$8,000 for federal funds.

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

**Suggested Motion:** Move to approve the award from North Dakota Department of Commerce

DF/lls  
Enclosure

**PART I  
BASIC INFORMATION & SIGNATORY SHEET**

<b>PROJECT TITLE</b> Emergency Solutions Grant		<b>INSTRUMENT TYPE</b> <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Contract <input type="checkbox"/> Cooperative Agreement	
		<b>INSTRUMENT NUMBER</b> 4533-ESG19	
<b>RECIPIENT NAME AND ADDRESS</b> Gladys Ray Shelter - City of Fargo 1519 1st Avenue South, Suite A Fargo, ND 58103		<b>GRANTOR</b> ND Department of Commerce Division of Community Services 1600 East Century Ave, Suite 2, PO Box 2057 Bismarck, ND 58502-2057 Phone: (701) 328-5300	
<b>RECIPIENT FEDERAL IDENTIFICATION NUMBER</b> 070265871		<b>BUDGET/PROJECT PERIOD</b> 7/1/19 - 6/30/20	<b>DATE</b> 08/29/19
<b>RECIPIENT TYPE</b> <input type="checkbox"/> State Government <input type="checkbox"/> Indian Tribal Government <input type="checkbox"/> Local Government <input type="checkbox"/> Individual <input type="checkbox"/> Education <input type="checkbox"/> For Profit Organization <input type="checkbox"/> Hospital <input checked="" type="checkbox"/> Other Nonprofit Organizations <input type="checkbox"/> Other (Specify) _____		<b>FUNDING SOURCE</b> <input checked="" type="checkbox"/> Federal \$ 8,000.00 <input checked="" type="checkbox"/> State \$ 21,757.87 <input type="checkbox"/> Other \$ _____	
<b>FEDERAL AUTHORIZING LEGISLATION</b> P.L. 101-625		<b>TYPE OF AWARD</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment No. _____	
<b>FEDERAL GRANT NUMBER</b> E-19-DC-38-0001		<b>CFDA NUMBER</b> 14.231	
<b>ADMINISTERING AGENCY</b> Gladys Ray Shelter		<b>PROJECT ADMINISTRATOR</b> Jan Eliassen	<b>TELEPHONE</b> (701) 364-0116
<b>PROCUREMENT METHOD (CONTRACTS)</b> <input type="checkbox"/> Formal Bid <input type="checkbox"/> Noncompetitive Negotiation <input type="checkbox"/> Small Purchase <input type="checkbox"/> Competitive Negotiation			
<b>FUNDING AUTHORIZATION</b>			
1. DCS Funds Awarded This Action .....		\$	29,757.87
2. DCS Carryover Funds Authorized .....		\$	_____
3. DCS Previous Awards This Project Period .....		\$	_____
4. DCS Previous Deauthorizations This Project Period .....		\$	_____
5. Current DCS Funds Authorized .....		\$	29,757.87
6. Recipient Share of Budget .....		\$	29,757.87
7. Total Approved Budget .....		\$	59,515.74
<b>REMARKS</b>			
This award agreement is entered into by the <i>RECIPIENT</i> and <i>GRANTOR</i> specified above. The <i>RECIPIENT</i> agrees to implement the tasks delineated in this award and will comply with all incorporated and referenced terms and conditions. The award consists of this Signatory Sheet, the attached Terms and Conditions, the attached Budget, and incorporated or referenced Work Program or Application.			
<b>EVIDENCE OF RECIPIENT ACCEPTANCE</b>		<b>EVIDENCE OF GRANTOR ACCEPTANCE</b>	
<b>NAME</b> Desi Fleming		<b>NAME</b> Bonnie Malo	
<b>TITLE</b> Director of Public Health		<b>TITLE</b> Director	
<b>SIGNATURE</b> X 	<b>DATE</b> 10/31/19	<b>SIGNATURE</b> X	<b>DATE</b>

Timothy J. Mahoney

Date

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**PART II**  
**General Assistance Terms & Conditions**  
**Updated 6/17/19**

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- A. AVAILABILITY OF FEDERAL FUNDS - If disclosed on Part I, funds to be disbursed under this Award have been appropriated pursuant to the enabling federal legislation cited in Part I of this Award. Should federal funds become limited by the awarding federal agency, this grant may be amended accordingly.
- B. STATE APPROPRIATION AUTHORITY - Funds authorized under this Award are subject to State Appropriation Authority.
- C. SCOPE OF WORK - All work and activities authorized by this Award will be performed in accordance with the terms and conditions and work program attached, described, or referenced in this agreement. In addition, if a work or grant proposal was submitted, all work will comply with that which was described and requested in the work proposal unless otherwise noted as changed.
- D. LIMITATIONS ON EXPENDITURES - The total cost of performing the tasks under this Award must not exceed the total funds authorized in Part I, Basic Information and Signatory Sheet, and will be limited to and in accordance with those delineated in the budget plan attached to this Award.
- E. AMENDMENTS AND MODIFICATIONS - When necessary, the Recipient may request changes in the scope of services to be provided in this Award to include changes in the attached budget. These requests must be made in writing and supported with appropriate documentation. Such changes must not be undertaken until incorporated by written amendments to this Award.
- F. RECORD RETENTION AND ACCESS - The DCS and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Recipient and of persons or organizations the Recipient may contract with which involve transactions related to this Award. The Recipient shall retain all documents, papers, records and books that are pertinent to this Award for a period of five (5) years following the submission of the final Financial Status Report or until all audit findings have been resolved, whichever is later unless otherwise stated in this agreement.
- G. SUBCONTRACTING - The Recipient shall not assign, transfer, or subcontract professional service responsibilities (excluding approved construction and rehabilitation services) covered under this Award without prior written approval of the DCS.
- H. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION - The assistance provided under this Award shall not be used in the payment of any bonus or commission for the purpose of the preparation of and/or activities associated with obtaining approval of the work proposal.
- I. TERMINATION - The Recipient and the DCS may terminate this Award agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof and the cause for the termination. Unless otherwise noted in Part III of this award, the other party must receive such notice at least thirty (30) days before the effective date of termination. Cause for termination may include nonperformance of specified work activities and noncompliance with the terms and conditions of this Award. The DCS shall be liable only for work performed or services provided under this Award prior to the effective date of termination.



## Homeless Certification for the North Dakota Homeless Grant (NDHG) And Emergency Solutions Grant (ESG)

I certify that all individuals served by the North Dakota Homeless Grant are eligible beneficiaries that meet at least one of the definitions of homeless, homeless individual or homeless person as defined in Section 103 of 42 USC 11302.

**UNDER THE ACT** – the term “homeless”, “homeless individual”, and “homeless person” means –

Category 1	Literally Homeless	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> <li>(i) Has a primary nighttime residence that is a public or private place not meant for human habitation;</li> <li>(ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <u>or</u></li> <li>(iii) Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before <u>entering</u> that institution.</li> </ul>
Category 2	Imminent Risk of Homelessness	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> <li>(i) Residence will be lost within 14 days of the date of application for homeless assistance;</li> <li>(ii) No subsequent residence has been identified; <u>and</u></li> <li>(iii) The individual or family lacks the resources or support networks needed to obtain other <u>permanent housing</u>.</li> </ul>
Category 3	Homeless under other Federal statutes	<p>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:</p> <ul style="list-style-type: none"> <li>(i) Are defined as homeless under the other listed federal statutes;</li> <li>(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;</li> <li>(iii) Have experienced persistent instability as measured by two moves or more during the preceding 60 days; <u>and</u></li> <li>(iv) Can be expected to continue in such status for an extended period of time due to <u>special needs or barriers</u>.</li> </ul>
Category 4	Fleeing/ Attempting to Flee DV	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> <li>(i) Is fleeing, or is attempting to flee, domestic violence;</li> <li>(ii) Has no other residence; <u>and</u></li> <li>(iii) Lacks the resources or support networks to obtain other permanent housing.</li> </ul>

Desi Fleming  
Signature

October 31, 2019  
Date

Desi Fleming  
Printed Name

Director of Public Health  
Title

1240 25th St S  
Address

Fargo Cass Public Health  
Agency Name

Fargo ND 58103  
City, State, Zip Code

701.241.1380  
Phone # (including area code)

**PART IV**  
**SCOPE OF WORK AND PROJECT BUDGET**  
 7/29/13

Name of Grantee Gladys Ray Shelter		Instrument Number 4533-ESG19									
Activity	CDBG	HOME	ESG	NDHG	HOPWA	Other Federal	State/ Local	Private	Other*	Total	
Shelter Operations											
Operations			11,000.00							11,000.00	
Essential Services			10,757.87							10,757.87	
Rapid Re-Housing											
Housing Relocation/Stabilization			8,000.00							8,000.00	
Match Funds									29,757.87	29,757.87	
Administration										0.00	
<b>TOTAL</b>	0.00	0.00	29,757.87	0.00	0.00	0.00	0.00	0.00	29,757.87	59,515.74	

\*Source of Other Funds See Application

formerly homeless individual on the board of directors or other equivalent policy-making entity of the grantee, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. If unable to meet the requirement above, it must develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. This involvement may include employment or volunteer services.

10. The Grantee must comply with provisions contained in 24 CFR 576.23 and Executive Order 13559 regarding faith-based organizations as outlined in Attachment A of this award.
11. Youth aged 24 and under seeking assistance shall not be required to provide third party documentation to establish their eligibility under 42 U.S.C. 11302(a) or (b) to receive services. Unaccompanied youth aged 24 and under or families headed by youth aged 24 or under who are living in unsafe situations may be served by youth-serving providers.
12. The Grantee will maintain its DUNS number and SAM registration throughout the term of this agreement.

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**PART III - PROGRAMMATIC TERMS AND CONDITIONS**  
**Emergency Solutions Grants (ESG)**  
**and North Dakota Homeless Grant (NDHG)**  
**Updated – 6/21/19**

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1. The grantee must obligate all grant funds within the award timeline of this Financial Award. At least one Request for Funds must be submitted to the DCS not less than once during each quarter of the program year. Failure to obligate or request reimbursement as specified may result in the termination of this award.
2. The grantee must submit a mid-term and final progress report to the DCS. The mid-term report is due January 31, 2019. Within 30 days following project completion, a final progress report must be submitted with a final cash request. Expenditure of funds must be reported by activity funded - Renovation; Rehabilitation or Conversion; Operational; and/or Essential Services. The Financial Status Report must reflect both federal and other funds, both cash and noncash.
3. The grantee must complete an environmental review and obtain Release of Funds from the DCS before allowing recipients to commit ESG funds, if applicable.
4. The grantee must submit to DCS, within 60 days, verification of ownership of the property by the subgrantee or a lease agreement giving the subgrantee control of the property at least until the end of the project. (For rehab projects only).
5. Grantees providing emergency shelter in hotels or motels or other commercial facilities must certify that leases have been negotiated which provide that the living space will be rented at substantially less than the daily room rate otherwise charged by the facility, and that the grantee has considered using other facilities as emergency shelter and has determined that the use of the hotel or motel provides the most cost effective means of providing emergency shelter for the homeless in its jurisdiction.
6. The grantee is required to be readily accessible to and usable by persons with disabilities in accordance with Section 504 of the Rehabilitation Act and implementing regulations at 24 CFR Part 8; the Fair Housing Act and implementing regulations at 24 CFR Part 100; and Title II of the Americans with Disabilities Act and 28 CFR Part 35; where applicable.
7. Grantees, with the exception of Domestic Violence assistance providers, must input client data into the HMIS system as required by the Grantor and the Department of HUD. Domestic Violence assistance providers must use a comparable database.
8. Grantees, with the exception of Domestic Violence assistance providers, must use the centralized or coordinated assessment system.
9. The grantee must provide for the participation of not less than one homeless individual or

- J. DEFAULT - If the Recipient fails to comply with the terms of this Award or fails to use the Award for only those purposes set forth herein, the DCS may, unless otherwise noted in Part III of this award:
1. After notice to the Recipient, suspend the award and withhold further payment or prohibit the Recipient from incurring additional obligations of grant funds, pending corrective action by the Recipient.
  2. Terminate the Award in whole, or in part, at any time before the final award payment is made. The DCS shall promptly notify the Recipient in writing of the determination to terminate, the reason for such termination, and the effective date of the termination.
- K. NONDISCRIMINATION - The Recipient agrees that it will be subject to and will comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended by the Executive Orders 11375 and 12086, the Age Discrimination Act of 1975, and Title VIII of the Civil Rights Act of 1968. Under these acts, no person shall on the grounds of race, color, religion, sex, national origin or age be excluded from participation in, be denied the benefits or be otherwise subject to discrimination under this program.
- L. SECTION 504 - The Recipient agrees that it will be subject to and will comply with Section 504 of the Rehabilitation Act of 1973. Under this act no person shall solely by reason of disability be excluded from participation in, be denied the benefits of or be subjected to discrimination under this program.
- M. CODE OF CONDUCT - Recipients shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the Award and administration of contracts supported by federal funds. No employee, officer or agent of the Recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
1. The employee, officer or agent;
  2. Any member of his immediate family;
  3. His or her partner; or
  4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Recipient's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Recipient's officers, employees, or agents, or by contractors or their agents.

chapels, or other rooms that an ESG/NDHG funded religious organization uses as its principal place of worship are ineligible for ESG/NDHG funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

- 7. **Flood Insurance.** No site proposed on which renovation, major rehabilitation, or conversion of a building is to be assisted under this part, other than by grant amounts allocated to the State, may be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless the community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR Parts 59-79) or less than a year has passed since FEMA notification regarding such hazards, and the grantee will ensure that flood insurance on the structure is obtained in compliance with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4401 *et seq.*).
- 8. **Audit.** The financial management system used by a State, unit of general local government or nonprofit organization that is a grantee or State recipient shall provide for audits in accordance with Subpart (F) of 2 CFR Part 200 Uniform Guidance.
- 9. **Coastal Barriers.** In accordance with the Coastal Barrier Resources Act, 16 U.S.C. 3501, no financial assistance under this part may be made available within the Coastal Barrier Resources System.
- 10. **Intergovernmental Review.** The requirements of Executive Order 12372 and the regulations issued under the order at 24 CFR Part 52, to the extent provided by FEDERAL REGISTER notice in accordance with 24 CFR 52.3.
- 11. **Displacement.** A grantee or State or nonprofit recipient may not expend ESG grant funds for any activities that would result in the displacement of persons or businesses.

I further certify that the submission of an application for an Emergency Solutions Grant/North Dakota Homeless Grant is authorized under State and/or local law and that the grantee possesses legal authority to carry out Emergency Solutions Grant/North Dakota Homeless Grant activities in accordance with the conditions of this award.

\_\_\_\_\_  
Desi Fleming  
(Name)

\_\_\_\_\_  
Director of Public Health  
(Title)

\_\_\_\_\_  
*Desi Fleming*  
(Signature of Chief Executive Officer)

\_\_\_\_\_  
October 31, 2019  
(Date)

\_\_\_\_\_  
Timothy J. Mahoney

\_\_\_\_\_  
Mayor City of Fargo

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM NORTH DAKOTA HOMELESS GRANT (NDHG)**

Provisions for Inclusion in ESG/NDHG Agreements with Grant Recipients that are faith based organizations or that may contract with faith based organizations in accordance with 24 CFR 576.23.

1. The Recipient may not discriminate against an organization on the basis of the organization's religious character or affiliation.
2. Organizations that are directly funded under this award may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of its programs or services funded under this award. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this award, and participation must be voluntary for the beneficiaries or the programs or services provided under this award.
3. A religious organization that receives ESG/NDHG funds will retain its independence from governmental entities and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use ESG/NDHG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG/NDHG funded services, without removing religious art, icons, scriptures, or other religious symbols. The faith-based organization may retain its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
4. The Recipient will not discriminate against program beneficiaries or prospective program beneficiaries on the basis of religion or religious belief.
5. ESG/NDHG funds may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Funds may be used for the rehabilitation of structures that are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, ESG funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with applicable cost accounting circulars. Sanctuaries,



- c. The requirements of Executive Order 11246 regarding anti-discrimination in employment decisions on the basis of race, color, religion, sex or national origin, and the regulations issued under the Order at 41 CFR Chapter 60; and
  - d. The requirements of Section 3 of Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (see Section 570.607(b) of this Chapter); and
  - e. The requirements of Executive Orders 11625 and 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the grantee must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.
2. ***Applicability of OMB Circulars.*** The policies, guidelines, and requirements of OMB Circular 2 CFR Part 200 Uniform Guidance as it relates to the acceptance and use of emergency solutions grant funds.
  3. ***Uniform Federal Accessibility Standards.*** For major rehabilitation or conversion, the Uniform Federal Accessibility Standard at 24 CFR Part 40, Appendix A.
  4. ***Lead-based paint.*** The requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4821-4846) and implementing regulations at 24 CFR Part 35. In addition, the grantee (or in the case of States, the State recipient) must also meet the following requirements relating to inspection and abatement of defective lead-based paint surfaces:
    - a. Treatment of defective paint surfaces must be performed before final inspection and approval of the renovation, rehabilitation or conversion activity under this part; and
    - b. Appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.
  5. ***Conflicts of Interest.*** In addition to conflict of interest requirements in OMB 2 CFR Part 200 Uniform Guidance, no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, State recipient, or nonprofit recipient (or of any designated public agency) that receives emergency solutions grants amounts and who exercises or has exercised any functions or responsibilities with respect to assisted activities; or (2) who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
  6. ***Use of debarred, suspended, or ineligible contractors.*** The provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

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**PART V – ESG and NDHG  
STATEMENT OF ASSURANCES  
Updated 6/24/19**

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Emergency Solutions Grant (ESG) and North Dakota Homeless Grant (NDHG)  
Certifications by the Chief Executive Officer

I, Desi Fleming, Public Health Director, Chief Executive Officer of Fargo Cass Public Health,

certify that the grantee will ensure the matching supplemental funds required by the regulation at 24 CFR Parts 91 and 576. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the grantee will comply with 24 CFR Parts 91 and 576 Emergency Solutions Grants Program Interim Regulations (see attached).

I further certify that the grantee will not:

1. Conduct renovation, major rehabilitation, or conversion of any building; listed on the National Register of Historic Places; located in a historic district; immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
2. Conduct any such activity taking place in a 100-year floodplain designated by map by the Federal Emergency Management Agency;
3. Conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the Department of the Interior's Fish and Wildlife Service, or by the Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such a species;

Additionally, I certify that use of emergency solutions grant amounts will comply with the following additional requirements:

1. ***Nondiscrimination and Equal Opportunity***
  - a. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C.2002d) and implementing regulations issued at 24 CFR Part 1;
  - b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794);

## Homeless Certification for the North Dakota Homeless Grant (NDHG) And Emergency Solutions Grant (ESG)

I certify that all individuals served by the North Dakota Homeless Grant are eligible beneficiaries that meet at least one of the definitions of homeless, homeless individual or homeless person as defined in Section 103 of 42 USC 11302.

**UNDER THE ACT** – the term “homeless”, “homeless individual”, and “homeless person” means –

<b>Category 1</b>	Literally Homeless	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> <li>(i) Has a primary nighttime residence that is a public or private place not meant for human habitation;</li> <li>(ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <u>or</u></li> <li>(iii) Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.</li> </ul>
<b>Category 2</b>	Imminent Risk of Homelessness	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> <li>(i) Residence will be lost within 14 days of the date of application for homeless assistance;</li> <li>(ii) No subsequent residence has been identified; <u>and</u></li> <li>(iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing.</li> </ul>
<b>Category 3</b>	Homeless under other Federal statutes	<p>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:</p> <ul style="list-style-type: none"> <li>(i) Are defined as homeless under the other listed federal statutes;</li> <li>(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;</li> <li>(iii) Have experienced persistent instability as measured by two moves or more during the preceding 60 days; <u>and</u></li> <li>(iv) Can be expected to continue in such status for an extended period of time due to <b>special needs</b> or barriers.</li> </ul>
<b>Category 4</b>	Fleeing/ Attempting to Flee DV	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> <li>(i) Is fleeing, or is attempting to flee, domestic violence;</li> <li>(ii) Has no other residence; <u>and</u></li> <li>(iii) Lacks the resources or support networks to obtain other permanent housing.</li> </ul>

Desi Fleming  
Signature

October 31, 2019  
Date

Desi Fleming  
Printed Name

Director of Public Health  
Title

1240 25th St S  
Address

Fargo Cass Public Health  
Agency Name

Fargo ND 58103  
City, State, Zip Code

701.241.1380  
Phone # (including area code)

chapels, or other rooms that an ESG/NDHG funded religious organization uses as its principal place of worship are ineligible for ESG/NDHG funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).



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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: OCTOBER 31, 2019**

**RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF  
HUMAN SERVICES FOR SUBSTANCE ABUSE PREVENTION  
CONTRACT NO. #810-11569 CFDA NO. N/A, \$53,600**

This is a request to approve the attached Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for implementation of preventative measures for substance abuse. The reimbursement shall be no more than \$8,500 per month. Total payment will not exceed \$53,600.

If you have questions, please contact Desi Fleming at 241-1380.

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

DF/lls  
Enclosure

PURCHASE OF SERVICE AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

City of Fargo (Vendor), 1240 25<sup>th</sup> Street South, Fargo, ND 58103, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from October 1, 2019, through September 30, 2020. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

Vendor shall increase implementation of effective prevention at the community-level. Vendor shall identify a community coalition or workgroup to serve as the local advisory/work group to the community's prevention work.

Vendor shall collaborate with existing substance abuse prevention organizations and programs in order to maximize benefit, avoid duplication, and leverage, redirect, and realign resources.

Vendor is required to participate in Training and Technical Assistance (T/TA) opportunities provided by State, to include quarterly in-person trainings and an annual onsite TA visit.

By June 1, 2020, Vendor shall ensure at least one individual from the community has completed the Substance Abuse Prevention Skills Training (SAPST), a four-day training offered by State, within the last five years.

Vendor shall implement Parents LEAD at the community-level. Vendor shall implement a minimum of three activities monthly as outlined in the Parents LEAD Community Toolkit to support general prevention efforts and increase readiness.

Following the Strategic Prevention Framework, address one of State's data-driven priorities: 1. Decrease underage drinking; 2. Decrease adult binge drinking and related consequences; or 3. Other, as identified by data.

Vendor shall implement activities focused on one identified priority and local condition through September 30, 2020, working towards an environmental change following the guidelines in Attachment A, which is made a part of this Agreement through its attachment here. Vendor shall implement evidence-based activities and strategies.

Vendor is required to submit monthly reports on or before the 10th of each month to State using the Monthly Reporting Excel document provided by State.

Vendor is required to submit a final evaluation report by September 30, 2020, to include the following information:

- a. Detailed summary of progress made for each implemented strategy;
- b. Clear analysis of process measures (total people reached, number of resources disseminated, etc.);
- c. Outcome measures based on identified priority areas; and
- d. Identified barriers to implementation for each strategy and possible solutions.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement, monthly report, and required Agreement deliverables met to date, shall pay Vendor monthly payments of no more than \$8,500 which will include a \$1,500 base payment for the implementation of monthly activities listed in the Parents LEAD Community Toolkit in addition to the reimbursement for activities implemented and reported on within each month following the guidance in Attachment A. \$2,000 of the maximum funding allocated for the entire Agreement period will be reimbursed at the end of the Agreement following the submission of the final evaluation report. Total payment under this Agreement may not exceed \$53,600. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 15 days after the expiration or termination of this Agreement, or upon request by State.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest

State is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, State, in its sole discretion, by written notice to Vendor, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

State may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Vendor or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause

State may terminate this Agreement effective upon delivery of written notice to Vendor, or any later date stated in the notice:

- 1) If Vendor fails to provide services required by this Agreement within the time specified or any extension agreed to by State; or
- 2) If Vendor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of State provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. NONPERFORMANCE

Failure by Vendor to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by Vendor renders the Agreement impossible of performance by Vendor and is caused by circumstances beyond the control of Vendor, and through no fault of Vendor, the Agreement will be terminated and State may set off, against any liability or obligations owed to Vendor under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

6. FORCE MAJEURE

Vendor shall not be held responsible for delay or default caused by fire, flood, riot, acts of God, or war if the event is beyond Vendor's reasonable control, and Vendor gives notice to State immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.



7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this Agreement is a one-time agreement, and acknowledges that it has received no assurances that this Agreement may be extended beyond its expiration date.

8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

By signing this Agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Vendor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

9. AUTHORITY TO CONTRACT

Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Vendor is solely responsible for the performance of any subcontractor. Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

10. INDEPENDENT ENTITY

Vendor is an independent entity under this Agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor retains sole and absolute discretion in the manner and means of carrying out Vendor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

11. INDEMNITY

State and Vendor each agree to assume their own liability for any and all claims of any nature, including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this Agreement.

12. INSURANCE

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

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with a minimum liability limit of \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Vendor. The amount of any deductible or self-retention is subject to approval by the State.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned State representative.

- 4) Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement. An updated, current certificate of insurance shall be provided in the event of any change to a policy.
- 5) Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.

13. NOTICE

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

City of Fargo  
1240 25<sup>th</sup> Street South  
Fargo, ND 58103

OR

ND Department of Human Services  
Behavioral Health Division  
1237 West Divide Avenue, Suite 1C  
Bismarck, ND 58501

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Agreement constitutes the entire Agreement between Vendor and State. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Agreement.

If any inconsistency exists between this Agreement and other provisions of collateral contractual agreements, which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement control.

15. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.

16. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

17. ASSIGNMENT

Neither party may assign this Agreement or the party's rights under this Agreement without the written approval of the other party. Approval to assign may not be unreasonably withheld. This Agreement is equally binding on the respective parties and their successors and assigns.

18. SPOILIATION – PRESERVATION OF EVIDENCE

Vendor shall promptly notify State of all potential claims that arise or result from this Agreement. Vendor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

19. WORKS FOR HIRE

Vendor acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to State all rights and interests Vendor may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Vendor in performance of this Agreement for State shall be the sole property of State, and Vendor hereby assigns and transfers all its right, title, and interest therein to State. Vendor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created for State or purchased by State under this Agreement belong to State and must be delivered to State at State's request upon expiration or termination of this Agreement.

21. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

22. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, except for disclosures prohibited in this Agreement, State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records obtained or generated by Vendor under this Agreement, except for records that are confidential under this Agreement, may be open to the public upon request under certain circumstances under the North Dakota open records law. Vendor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

23. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this Agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by North Dakota Century Code § 28-26-04.

24. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

26. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

CITY OF FARGO

By Desi Fleming \_\_\_\_\_ DATE

Its Director of Public Health \_\_\_\_\_

45-6002069  
Vendor's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA  
NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By \_\_\_\_\_ DATE  
PAMELA SAGNESS, DIRECTOR  
BEHAVIORAL HEALTH DIVISION

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

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




<b>City of Fargo Staff Report</b>			
<b>Title:</b>	West 29 Seventh Addition	<b>Date:</b>	9/25/2019
		<b>Update:</b>	10/29/2019
<b>Location:</b>	4180 24 <sup>th</sup> Avenue South & 4143 26 <sup>th</sup> Avenue South	<b>Staff Contact:</b>	Maggie Squyer
<b>Legal Description:</b>	Lot 1, Block 1, West 29 Fourth Addition		
<b>Owner(s)/Applicant:</b>	Rob Lyngstad (Matrix Properties)	<b>Engineer:</b>	Bolton & Menk, Inc.
<b>Entitlements Requested:</b>	<b>Minor Subdivision</b> (Replat of Lot 1, Block 1, West 29 Fourth Addition)		
<b>Status:</b>	City Commission Public Hearing: November 4, 2019		

<b>Existing</b>
<b>Land Use:</b> Office (under construction)
<b>Zoning:</b> GC, General Commercial
<b>Uses Allowed:</b> GC—General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-storage, vehicle repair, and limited vehicle service
<b>Maximum Density Allowed:</b> GC, General Commercial – 85% maximum building coverage

<b>Proposed</b>
<b>Land Use:</b> Unchanged
<b>Zoning:</b> Unchanged
<b>Uses Allowed:</b> Unchanged
<b>Maximum Density Allowed:</b> Unchanged

<b>Proposal:</b>
<p>The applicant is requesting a minor subdivision plat, entitled <b>West 29 Seventh Addition</b>, which would replat two existing lots into three new lots. The proposed Lot 3 is an existing office which meets all requirements of the LDC within the proposed boundary and draws access off 26<sup>th</sup> Avenue South. Proposed Lots 1 &amp; 2 will be the site of future office buildings. Proposed Lot 1 will have access off 24<sup>th</sup> Avenue South while proposed Lot 2 will gain access to 24<sup>th</sup> Avenue South through an ingress/egress easement along proposed Lot 1. The property is currently zoned GC, General Commercial and no change in zoning is requested.</p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p><b>Surrounding Land Uses and Zoning Districts:</b></p> <ul style="list-style-type: none"> <li>• North: AG, Agriculture that is currently vacant</li> <li>• East: GC, General Commercial with medical clinic and office</li> <li>• South: GC, General Commercial with college and office</li> <li>• West: P/I, Public and Institutional with recreation</li> </ul>

<p><b>Area Plans:</b></p> <p>The subject property is located within the 2003 Southwest Future Land Use Plan. This plan indicates the subject property is appropriate for commercial uses.</p>	 <p><b>Legend</b> 2003 Southwest Future Land Use Plan</p> <ul style="list-style-type: none"> <li>Commercial</li> <li>Commercial or Medium High Density</li> <li>Commercial or Medium High or Park/Open Space</li> <li>Commercial or Park/Open Space</li> <li>Either Industrial or Commercial</li> <li>Either Office or Commercial</li> <li>Either Office or Medium High Density Residential</li> <li>Industrial</li> <li>Low Medium Density Residential</li> <li>Low Medium Density or Medium High Density</li> <li>Medium High Density Residential</li> <li>Medium High Density or Park/Open Space</li> <li>Office</li> <li>Office or Commercial or Medium High Density</li> <li>Park/Open Space</li> <li>Public</li> <li>Public or Commercial</li> <li>Public or Low Medium Density</li> <li>Public or Office</li> <li>Storm Water</li> </ul>
<p><b>Schools and Parks:</b></p> <p><b>Schools:</b> The subject property is located in the West Fargo Public School District and is served by Freedom Elementary, Liberty Middle, and Sheyenne High Schools.</p> <p><b>Neighborhood:</b> Anderson Park</p> <p><b>Parks:</b> The subject property is located within 0.25 miles of the Red River Zoo (4255 23<sup>rd</sup> Avenue South) and Anderson Softball &amp; Tharaldson Baseball Complex (4200 23<sup>rd</sup> Avenue South).</p> <p><b>Pedestrian / Bicycle:</b> A shared use path exists along the west side of 42<sup>nd</sup> Street South.</p>	
<p><b>Staff Analysis:</b></p> <p><b>Minor Subdivision</b></p> <p>The LDC stipulates that the following criteria is met before a minor plat can be approved:</p> <ol style="list-style-type: none"> <li>1. <b>Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.</b> This subdivision is intended to plat three legal lots for office/commercial development. The proposed use is consistent with the existing zoning and the growth plan for the area. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received no inquiries about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. <b>(Criteria Satisfied)</b></li>   <li>2. <b>Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</b> While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure</li> </ol>	



improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals. <b>(Criteria Satisfied)</b>
<b>Staff Recommendation:</b>
Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby move to approve of the proposed subdivision plat <b>West 29 Seventh Addition</b> as presented; as the proposal complies with the adopted Area Plan, Standards of Article 20-06 of the, and all other applicable requirements of the Land Development Code."
<b>Planning Commission Recommendation: October 1, 2019</b>
On October 1, 2019, with a vote of 7 to 0, with three Commissioners absent, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat <b>West 29 Seventh Addition</b> as outlined within the staff report, as the proposal complies with the adopted Area Plan, standards of Article 20-06, and all other applicable requirements of the Land Development Code.
<b>Attachments:</b>
<ol style="list-style-type: none"><li>1. Zoning Map</li><li>2. Location Map</li><li>3. Preliminary Subdivision Plat</li></ol>

# Plat (Minor)

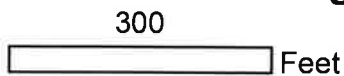
## West 29 Seventh Addition

4180 24th Ave S & 4143 26th Ave S



**Legend**

AG	LC	MHP	00000
DMU	ML	NOC	00000
GC	MRR-1	PJ	00000
GO	MRR-3	UML	00000
		City Limits	



Fargo Planning Commission  
October 1, 2019

# Plat (Minor)

## West 29 Seventh Addition

4180 24th Ave S & 4143 26th Ave S



**WEST 29 SEVENTH ADDITION**  
 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
 A REPLAT OF LOT 1, BLOCK 1, WEST 29 FOURTH ADDITION  
 (A MINOR SUBDIVISION)

**OWNER OF CORPUS AND DESCRIPTION**  
 [Detailed text regarding the owner and description of the property]

**CITY OF FARGO PLANNING COMMISSION APPROVAL**  
 [Official stamp and signature line for the Planning Commission]

**CITY OF FARGO BOARD OF COMMISSIONERS APPROVAL**  
 [Official stamp and signature line for the Board of Commissioners]

**ENGINEER'S CERTIFICATE AND ACKNOWLEDGMENT**  
 [Text block regarding the engineer's certificate and acknowledgment of the plat]

**PRELIMINARY**



LEGEND

- List of symbols and line styles used in the site plan



Additional text and notes related to the site plan

CITY OF FARGO BOARD OF COMMISSIONERS APPROVAL

CITY OF FARGO PLANNING COMMISSION APPROVAL

ENGINEER'S CERTIFICATE AND ACKNOWLEDGMENT

PRELIMINARY



15

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

October 30, 2019

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

RE: (RFP19169) Two Motor grader's with Wing's

Commissioners:

On October 25th, 2019, proposals were received for two (2) Motor graders with Wing's. Two proposals were submitted by two separate vendors.

The results were as follows:

<u>Firm</u>	<u>Price Each with Trade</u>
RDO Equipment 672GP	\$210,000.00
Butler Machinery 140 JOY	\$217,000.00

The review committee, consisting of Ben Dow and Tanner Smedshammer, determined that both proposals were compliant. RDO Equipment Co. met all required specifications and had the lowest proposed price. The 2020 Replacement Funds account will fulfill one complete unit. A 5-year lease quote will be procured for the full cost of an additional unit. Funding for this unit is included in the 2020 Street Equipment & Vehicle rent Budget.

Our recommendation is to, purchase one/lease one, based on the proposal from RDO Equipment Company.

SUGGESTED MOTION:

Approve the recommendation to purchase two (2) Motor graders and Wing's from RDO Equipment Company.

Respectfully Submitted,

Tanner Smedshammer Fleet Management Specialist



**Request for Proposals (RFP19169)  
2020 Motorgrader RFP Results**

10/25/19

Street Department

**Proposal Evaluation Summary**

	<b>RDO Equipment</b>	<b>Butler Machinery</b>
<b>Body Manf Model</b>	John Deere 672GP	Caterpillar 140 Joy
<b>Grader with Falls wing</b>	\$260,000.00	\$273,000.00
<b>Trade in; Unit 646</b>	\$50,000.00	\$56,000.00
<b>Delivery</b>	60 Days	110 Working Days
<b>Total</b>	<b>\$210,000.00</b>	<b>\$217,000.00</b>

**Request for Proposals (RFP19169)  
2020 Motorgrader RFP Results**

10/25/19

Street Department

**Proposal Evaluation Summary**

	<b>RDO Equipment</b>	<b>Butler Machinery</b>
<b>Body Manf Model</b>	John Deere 672GP	Caterpillar 140 Joy
<b>Grader with Falls wing</b>	\$260,000.00	\$268,000.00
<b>Delivery</b>	60 Days	110 Working Days
<b>Total</b>	<b>\$260,000.00</b>	<b>\$268,000.00</b>



(16)

**MATBUS**  
650 23rd Street North  
Fargo, ND 58102-4100  
Phone: 701.241.8140  
Fax: 701.241.8558  
Online: matbus.com  
**go green ride with us!**

October 23, 2019

Board of City Commissioners  
City Hall - 224 N 4th Street  
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Department respectfully requests approval of the attached Amendment #4 to the Contract with First Transit to revise the Management Fee and hourly driver rates for both fixed route and paratransit for the period August 1, 2019, through December 31, 2020.

Fargo had a three-year contract with First Transit to operate the fixed route and paratransit system, including management, dispatchers and drivers for the period January 1, 2016, through December 31, 2018. With an option to extend up to two additional years. Last November you approved amendment #3 to continue services through the end of 2019. At this time staff is requesting an 18 month extension to the contract starting August 1, 2019. The attached Amendment #4 has includes the driver wage rate approved by City Commission on July 15, 2019. Appendix 15 is also included which shows the increase to the driver wages, contingent upon proof First Transit.

**Requested motion:** Approve attached Amendment #4 to the First Transit and City of Fargo contract to revise the fees for the period of August 1, 2019 through December 31, 2020.

Sincerely,

*Matthew Peterson*

Matthew G. Peterson, Assistant Transit Director  
City of Fargo

/attachment

For Schedule Information: 701.232.7500



**AMENDMENT NO. 4  
TO AGREEMENT BETWEEN CITY OF FARGO AND FIRST TRANSIT**

THIS AMENDMENT NO. 4, made this \_\_\_\_ of \_\_\_\_\_, 2019, by and between the City of Fargo, hereinafter referred to as "CITY," and First Transit, hereinafter referred to as "CONTRACTOR."

WHEREAS, CITY and CONTRACTOR previously entered into an Agreement and two Amendments to the Agreement, to provide CITY with management, supervisory and operational services for its fixed route and paratransit system, (the Agreement and two Amendments are attached hereto as Exhibit A, and collectively referred to as the "Agreement"); and

WHEREAS, CITY AND CONTRACTOR agree that to recruit employees and fill vacancies, the minimum wage scale for drivers and dispatchers needs to be increased; and

WHEREAS, CITY AND CONTRACTOR desire to revise Appendix 15 to increase the minimum wage rates effective August 1, 2019, and

WHEREAS, the Agreement provides for an option to extend the contract for an additional one-year period from January 1, 2020 to December 31, 2020; and

WHEREAS, CITY also desires to exercise the remaining one-year option with CONTRACTOR to extend the Agreement from January 1, 2020 to December 31, 2020; and make changes to the management fees for Fixed Route service set out in the Agreement.

NOW, THEREFORE, the Agreement is hereby further amended as follows:

- A. The parties hereby extend the Agreement for an additional one-year period beginning January 1, 2020, through and including December 31, 2020.
- B. Paragraph 8.3.1 of the Agreement is hereby amended, effective August 1, 2019, so that the rate for fixed route dispatch is as follows:

	<b>Annually</b>	<b>Monthly</b>
August 1, 2019 through December 31, 2019:	\$ 241,767	\$ 20,147
January 1, 2020 through December 31, 2020:	\$ 242,263	\$ 20,189

- C. Paragraph 8.3.2 of the Agreement is hereby amended, effective August 1, 2019 for the rate per vehicle service hour for fixed route is as follows:

	<b>Hourly Rate</b>
August 1, 2019 through December 31, 2019:	\$ 29.26
January 1, 2020 through December 31, 2020:	\$ 28.91

*This rate will be reduced to \$24.96 until CITY receives proof CONTRACTOR'S employees are receiving the wages outlined in Attachment A, Appendix 15, Minimum Wages and Benefits as of August 1, 2019.*

- D. Paragraph 8.3.3 of the Agreement is hereby amended, effective August 1, 2019 for rate per vehicle service hour for paratransit as follows:

S

	<b>Hourly Rate</b>
August 1, 2019 through December 31, 2019:	\$ 26.96
January 1, 2020 through December 31, 2020:	\$ 27.59

*This rate will be reduced to \$24.61 until CITY receives proof CONTRACTOR'S employees are receiving the wages outlined in Attachment A, Appendix 15, Minimum Wages and Benefits as of August 1, 2019.*

- E. Paragraph 8.3.4 of the Agreement is hereby amended, effective August 1, 2019 for a fixed monthly rate for management services as follows:

	<b>Annually</b>	<b>Monthly</b>
August 1, 2019 through December 31, 2019:		
Fixed Route	\$427,775.79	\$ 35,647.98
Paratransit	\$146,427.05	\$ 12,202.25
GTC	\$ 49,219.91	\$ 4,101.66
January 1, 2020 through December 31, 2020:		
Fixed Route	\$499,319.94	\$ 41,610.00
Paratransit	\$158,746.97	\$ 13,228.91
GTC	\$ 54,167.99	\$ 4,514.00

- F. Paragraph 8.3.5 of the Agreement is hereby amended, effective August 1, 2019 for reimbursement of actual annual rate for the performance bond estimated as follows:

	<b>Annual</b>
January 1, 2020 through December 31, 2020:	\$ 12,543

The actual annual performance bond cost will be billed to the CITY on the January invoice of each year, and include the original bond and proof of payment by CONTRACTOR.

**Attachment A, Appendix 15, Employee Compensation:** Drivers and dispatchers must be paid at a minimum the wages and benefits as outlined in the revised Attachment A, Appendix 15, Year 4, effective August 1, 2019. The Year 4 employee compensation rates will not take effect until proof is provided by CONTRACTOR that the new wages are being paid to the drivers and dispatchers. Proof will consist of providing CITY a copy of the appropriate portion of the agreement between CONTRACTOR and the respective union.

To the extent the modifications or amendments set forth in this Amendment No. 4 to Agreement contradict the terms of the Agreement, the terms of this Amendment No. 4 shall be interpreted to control and govern.

All other terms of the Agreement not modified by this Amendment No. 4 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to Agreement to be executed effective the day and year first above written.

CITY OF FARGO

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

BY: \_\_\_\_\_  
Steve Sprague, City Auditor

FIRST TRANSIT

BY: John Mathews

Its: Senior Vice President

BY: \_\_\_\_\_

Its: \_\_\_\_\_

**MINIMUM WAGES AND BENEFITS**  
**Fixed Route and Paratransit Bus Operators**  
**Fixed Route Dispatchers**

**Probationary Period:**

The Cities of Fargo and Moorhead require a 1-year probationary period for all employees hired under this contract. For purposes of this appendix probationary period refers to the employees ability to perform necessary job functions only and does not refer to when benefits will become available to each employee. Performance reviews shall be given to each employee at 30 days, 60 days, 90-days, 180-days, 1-year and no less than annually thereafter.

**Contractor:**

The employee hire date will be based off the employee's personal anniversary hire date (month, day, and year) of when the employee was hired. Employees will be paid, according to the step progression scale listed below, based on years of service from their original hire date with the current or previous contractor of this service; whichever is greater.

The employee seniority date will be based off the date (month, day, and year) of when the employee began revenue service with the current or previous contractor of this service or the date said employee changes employment status with current contractor.

*Change of employment status is anytime the employee switches from full-time to part-time or part-time to full-time, or anytime an employee changes from one department to another (i.e. Bus Operator to Dispatcher).*

**Wages:**

All new and current bus operators and dispatchers will be paid at the rates listed below. Drivers and dispatchers working at least 32 hours per week shall be guaranteed, at a minimum, the wages and benefits listed during the term of this contract.

**MINIMUM WAGES IN CONTRACTOR'S PROPOSAL:**

Year	Step	Driver Minimum Wage Per Hour 2019	Dispatcher Minimum Wage Per Hour 2019
0	1	\$ 18.00	\$ 18.50
>1	2	\$ 18.36	\$ 18.86
>2	3	\$ 18.73	\$ 19.23
>3	4	\$ 19.10	\$ 19.60
>4	5	\$ 19.61	\$ 20.11
>5	6	\$ 20.20	\$ 20.70
>10	7	\$ 20.60	\$ 21.10
>15	8	\$ 21.01	\$ 21.51
>20	9	\$ 21.55	\$ 22.05
>25	10	\$ 22.09	\$ 22.59

**APPENDIX 15**

- i. Employees who move horizontally on the wage scale in the 5-10 year rate row shall receive a longevity addition of \$.07 per hour to the above rates.
- ii. Employees who move horizontally on the wage scale in the 10-15 year rate row shall receive a longevity addition of \$.12 per hour to the above rates.
- iii. Employees who move horizontally on the wage scale in the 15-20 year rate row shall receive a longevity addition of \$.17 per hour to the above rates.
- iv. Employees who move horizontally on the wage scale in the 20-25 year rate row shall receive a longevity addition of \$.22 per hour to the above rates.
- v. Employees who move horizontally on the wage scale in the 25+ year rate row shall receive a longevity addition of \$.27 per hour to the above rates.

**Paid-time off (PTO): (Vacation and Sick Time)**

All PTO will be earned on an annual basis as described herein.

**Regular PTO:**

After the first complete year of employment, upon the employee's personal anniversary hire date, the employee shall receive 7 days regular PTO and the employee shall begin to accrue regular PTO. Regular PTO will be the employee's main PTO and will be used any time the employee needs time off regardless if the time off is sick time or vacation time. All regular PTO hours must be used within 12 months of the employee's annual personal anniversary date or the hours will be forfeited. Upon separation of employment from the contractor during the first year of employment, no payout of regular PTO will be made. Thereafter, upon separation of employment from the contractor, the employee will be paid out for the remaining regular PTO balance.

**Banked PTO:**

Banked PTO is an additional PTO benefit an employee receives. An employee will begin accruing banked PTO at .42 days per month beginning upon the employee's personal anniversary hire date. The employee shall have access to their accrued banked PTO (accrued at .42 days per month) after the employee has completed 90 days of employment. Banked PTO can only be used once the employee has exhausted all of their regular PTO hours. Banked PTO hours (up to 40 hours per year (5 days), may be carried over from year to year up to a maximum total of 120 hours,(15 days). Upon separation of employment from the contractor, the employee will not be paid out for any of the banked PTO hours balance.

Chart of hours and days are listed below.

Years of Service	Regular PTO (Hours)	BANKED PTO (Hours)	Regular PTO (Days)	BANKED PTO (Days)
0 – 12 Months	0	40	0	5
>1 YR but < 3 YRS	56	40	7	5
>3 YRS but <10 YRS	80	40	10	5
>10 YRS but < 15YRS	120	40	15	5
>15 YRS	160	40	20	5

**PTO can only be taken in 4 hour (1/2 Day) or 8 hour (Full Day) increments.**

**Health / Welfare:**

A group health-insurance plan shall be offered to employees working at least 32 hours per week. Health insurance is required to be provided to employees. The employer shall pay a minimum of 70%

of a single premium under this plan or, if the employee chooses not to enroll in the health insurance plan, shall pay the employee a stipend to spend elsewhere valued at 30% of the single premium.

**Paid Holidays:**

Employees shall be eligible for holiday pay immediately upon entry into revenue service. Paid holidays are to include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**401(k):**

The contractor is to offer a 401K retirement plan, with a company match.

**Short-term Disability Insurance:**

Contractor shall pay for a short-term disability insurance policy for all employees and shall pay 100% of the premium.

**SRC Hospital Indemnity:**

Employees have the option to enroll in First Transit's SRC Hospital Indemnity insurance program. This program offers single to family enrollment options in addition to the medical insurance plans. This program provides our employees' reassurance of financial stability in the event the employee or family members are hospitalized.

**Health Savings Account (HSA):**

The contractor health insurance allows for employees to contribute a HSA account. The amount contributed to the account is determined by the employee and may be used for out-of-pocket health care costs.

**IRS Section 125 Plan:**

During the term of this agreement First Transit shall, if applicable and allowable by law, allow employees to participate in the IRS Section 125 plan, thus providing pre-tax cost savings to our employees.

**Bereavement Leave:**

Employees are eligible for bereavement leave the day before, the day of, and the day after an immediate family member's funeral. Immediate family members include, spouse, mother or father, brother or sister, mother-in-law or father-in-law, grandparents of employee or spouse, children of the employees, stepfather, step-mother, step-sister, step-brother, and step-children

**Safety Meetings:**

Attendance at monthly safety meetings is required. Employees will be paid to for time at monthly safety meetings.

**Dental Coverage Plans**

Full time employees may enroll in the contractor's Dental Coverage plan during the enrollment period. The contractor will cover 50% of the single coverage cost for each employee who chooses to enroll in dental coverage.

**Life and AD&D Insurance / Voluntary Life and Voluntary AD&D Insurance:**

Employees receive ten thousand dollars (\$10,000) in life and AD&D insurance fully paid by the contractor. The employee through voluntary plans may purchase additional life and accidental death and disability insurance.

**Vision Insurance:**

Employees have the option to enroll in the contractor's vision insurance program. This program offers single to family enrollment options to help ensure vision care is affordable to all contractor employees.

**Safety and Customer Service Incentives:****Safety Bonus:**

An employee who performs their job exhibiting superior safety habits and behaviors will be rewarded! The monthly payment for each employee who achieves this goal is \$50.00 for full time employees and \$25.00 for part time employees. Employees who receive this bonus for the entire quarter (3 months) will be given an additional bonus of \$100.00 for full time employees and \$50.00 for part time employees.

Eligibility requirements:

- The employee must complete a pre/post trip inspection each day they work
- The employee must have no preventable collisions or passenger injuries
- The employee has no preventable safety incidents resulting in any personal/passenger injury, damage, or other safety related issues
- The employee must have no traffic violations in company or personal vehicles

The Safety Bonus is a pass-through bonus which will be billed to the City of Fargo and City of Moorhead at the end of each month on their regular invoices

*Part-Time employees must work at least 40 hours per month in order to receive this bonus.*

**Incentive Bonus:**

The Incentive Bonus program will reward employees that provide excellent customer service, have perfect attendance, and exhibit superior performance and behavior when performing all job functions. Employees have the opportunity to earn an additional \$1,000.00 per year. This bonus will be paid out at \$50.00 per month for full time employees who achieve the requirements listed below. Any full time employee who has achieved this bonus for the entire quarter (3 months) will be given an additional \$100.00 at the end of the quarter.

Eligibility requirements:

- No verifiable passenger complaints or incidents
- Have a perfect attendance record
  - Zero attendance points for current month (Late, absent, etc.)
- Be in a full and clean uniform at all times (shirt, trousers, tie, and plain black shoes)
- Completing and turning in all paperwork with no missing information; including: Manifests, DVIR for Pre and Post trip inspections, Payroll exception forms
- No ADA Violations (i.e. P.A. Announcements, lowering ramp/kneeler)
- Attended the monthly safety meetings
- Having no other discipline incidents / actions

*Part-Time employees are not eligible for this bonus.*

Quarterly payouts will be paid on the following scale.

Quarter	Start Month		End Month	Payout Month
1	January	-	March	April
2	April	-	June	July
3	July	-	September	October
4	October	-	December	January



17

November 11, 2019

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> St N  
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Department is requesting commission approval to publish a Request for Proposals (RFP) for the Ground Transportation Center (GTC) and Metro Transit Garage (MTG) security services. The RFP outlines the need for a security officer up to 44 hours per week, daily change courier services, and two weekly deposits of revenue from both the GTC and MTG buildings.

The requested motion is to authorize staff to release the RFP on November 11, 2019 and follow the included schedule for all due dates related to the service.

Sincerely,

*Matthew Peterson*

**Matthew G. Peterson**  
Assistant Transit Director  
/enc

Attachment A

**REQUEST FOR PROPOSALS  
FOR  
Security Services at the Ground Transportation  
Center (GTC) and Courier Services**

**FARGO, NORTH DAKOTA**

**November 11, 2019**

**Proposals due:  
December 16, 2019 by 2:00 p.m. CDT**

**Metro Transit Garage  
650 23<sup>rd</sup> Street North  
Fargo, North Dakota 58012**

## **SECTION 1. SUBMISSION OF PROPOSAL**

### **1.1 REQUIRED COMPETITIVE PROCUREMENT PROPOSAL FORM**

The City of Fargo will employ the competitive procurement purchase process in the award of this offer. Offers shall be submitted in the Bid Proposal Form outlined in this RFP. Bidders are required to submit six (6) complete copies of their proposals. Each package shall be sealed, and shall bear the title of "Security Services at the Ground Transportation Center (GTC), and Courier Services for Paratransit & GTC Money Deposits", and shall reflect the vendor's name.

All information must be legible. Any and all corrections and/or erasures must be initialed. Authorized respondent must sign each proposal and required information must be provided. Expenses incurred in developing and submitting a proposal are borne entirely by proposer. Proposers will not include any such expenses as part of the price proposed in response to this RFP.

Before completing the Bid Proposal Form, Proposers should read the entire Request for Proposals (RFP) carefully to insure that any proposals submitted are responsive to this request. Particular attention should be made of the completion of all forms enclosed and submission of proposals in required format. Failure to provide all information requested herein will cause the proposal to be rejected as nonresponsive.

Proposals shall provide a concise delineation of the proposer's capability to satisfy the requirements of the RFP. A duly authorized officer of the company will sign each proposal.

Proposers are required to provide proof that your firm is bonded, secured, insured, and in possession of Worker's Compensation Insurance coverage for the City of Fargo, North Dakota.

### **1.2 PROPOSAL SECURITY**

No proposal will be considered by the City of Fargo to be responsive to this request unless accompanied by a bond executed by a surety company authorized to transact business in the State of North Dakota in an amount equal to five percent (5%) of the first year contract amount. The first year contract amount on which this shall be computed is the Fargo Transit total. Such surety will be retained by the City of Fargo if the successful proposer fails, neglects or refuses to execute the contract, or fails to commence service as required under the contract. The bond of the highest ranked proposer will be returned after the execution of the contract. The bond of the second highest ranked proposer will be returned after the execution of the contract with the successful proposer. The

bonds of all other proposers will be returned promptly after the award of the contract by the City of Fargo.

### 1.3 PROJECTED SCHEDULE

The following is a schedule of dates/deadlines that pertain to all proposals received:

**Note: Throughout this proposal, COB is “close of business” – this is 4:30 p.m. CDT (Central Daylight Time).**

November 11	Cities release RFP document; publish advertisement, notify private sector.
November 25 COB	Deadline for proposer’s submittal of written request for clarification or modification of the RFP.
December 2	City of Fargo’s response to written request for clarification or modification of the RFP and pre-bid conference.
December 2	Pre-bid conference to be held.
December 9 COB	Deadline for proposer’s submittal of written bid protests regarding the solicitation (RFP).
December 16	Deadline for receipt of sealed proposals by 2:00 p.m. CDT in the Metro Transit Garage, 650 23 <sup>rd</sup> Street North, Fargo, North Dakota 58102.
December 17- 24	City of Fargo reviews and evaluates proposals, interviews finalists.
December 24	Deadline for proposer’s submittal of written pre-award bid protests.
December 30	Fargo City Commission approval and award contract.
January 6	Fargo City Commission award of contract and notice to proceed issued.
January 13	Deadline for proposer’s submittal of written post-award protests.
January 20	City of Fargo response to post-award protests.
January 27	Deadline for proposer’s submittal of written appeal of post-award decision to appropriate City governing board.
January 27 – 30	Hold hearing of appeal of post-award decision with Fargo City Commission.
January 31	City of Fargo’s final written determination on appeal issued. All decisions regarding protests shall be considered final.
February 1	Successful proposer commences service.

**1.4 PRE-BID CONFERENCE**

The pre-bid conference is scheduled for December 2, 2019 at 9:30 a.m. at the Metro Transit Garage, 650 23<sup>rd</sup> St N Fargo, ND.

**1.5 ADDENDA, REQUESTS FOR MODIFICATION OR CLARIFICATION, PROTEST PROCEDURES**

**A. Addenda**

In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the Proposer to make an adequate interpretation of the provisions of this RFP, a written addendum to the RFP will be provided to each prospective proposer by mail or e-mail. Receipt of all addenda must be acknowledged by each prospective proposer as requested on the Bid Proposal Form; acknowledgements for email receipt of addenda will be done by recipient sending an email acknowledgement. Oral instructions by the City of Fargo representatives are not binding.

**B. Request for Modification or Clarification**

Requests for clarification or modification of this RFP must be in writing. The City of Fargo must receive any such request by **COB December 2, 2019**. Any request must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or amendment of this solicitation.

Inquiries about Fargo-Moorhead Transit services and the Request for Proposal shall be directed to:

Matthew Peterson  
Assistant Transit Director  
City of Fargo  
650 23<sup>rd</sup> Street North  
Fargo, ND 58102  
TEL: (701) 476-6660  
FAX: (701) 241-8558  
mgpeterson@fargond.gov

or

Cole Swingen  
Transit Planner  
City of Fargo  
650 23<sup>rd</sup> Street North  
Fargo, ND 58102  
TEL: (701) 476-5989  
FAX: (701) 241-8558  
cswingen@fargond.gov

**C. Bid Protest Procedures**

1.0 General: Protests will be accepted from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or by failure to award a contract. The Fargo Assistant Transit Director will consider all protests or objections filed in a timely manner regarding the award of a contract, whether

submitted before or after award. All protests shall be in writing and shall be supported by sufficient information to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits specified herein. Protest submissions should be concise, logically arranged, and clearly state the ground for the protest. Protests must include at least the following information:

- Name, address, and telephone number of protestor.
- Identification of the solicitation or bid.
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- A statement as to what relief is requested.

Protests should be sent via certified mail through the U.S. Postal Service to:

**City of Fargo  
Assistant Transit Director  
650 23<sup>rd</sup> Street North  
Fargo, ND 58102**

**City of Fargo  
Transit Planner  
650 23<sup>rd</sup> Street North  
Fargo, ND 58102**

Protests must be filed with City of Fargo in accordance with our procedures and time requirements. The protest to City of Fargo must be complete and contain all the issues that the protestor believes relevant. City of Fargo will respond to each substantive issue raised in the protest. Failure to include an issue in the protest to City of Fargo will preclude raising the issue to Federal Transit Administration (FTA), if the protest is appealed to that agency. Following an adverse decision by City of Fargo, protestor may file a protest with FTA under certain limited circumstances listed in paragraph 6.0.

On occasion, when considered appropriate by the Fargo City Administrator, an informal conference on the merits of the protest with all interested parties may be held.

## 2.0 Protests Before Award

- 2.1 Solicitation Phase: Protests concerning the solicitation must be submitted in writing by **COB December 9, 2019**. If the written protest is not received by the time specified, award may be made in the normal manner unless the Fargo Assistant Transit Director, upon investigation, find that remedial action is required. Oral protests not followed up by a written protest will be disregarded.

Notice of a protest and the basis therefore will be given to all potential bidders or offerors.

2.2 Pre-Award Phase: When a protest against the making of an award is received after receipt of bids or proposals but prior to award, COB December 24, 2019, the Fargo Assistant Transit Director may determine to withhold the award pending disposition of the protest. City of Fargo will provide a written response to each material issue raised in the written protest. Notice of a protest as well as City of Fargo's response will be provided to bidders/proposers who responded to the solicitation and are in line for the award of a contract.

Where a written protest against the making of an award is received by the time specified (COB December 24, 2019), an award will not be made unless City of Fargo determines that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly; or,
- Failure to make award will otherwise cause undue harm to City of Fargo or the Federal Government.

If award is made, the Fargo Assistant Transit Director will document the file to explain the need for an award and will give written notice of the decision to proceed with the award to the protestor and, as appropriate, to others concerned by October 27, 2019.

3.0 Protests After Award: A protest received by COB January 19, 2020 shall be reviewed by the Fargo Assistant Transit Director and the Legal Department. The selected contractor will, in any event, be furnished with the notice of protest and the basis therefore. When it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to City of Fargo's interest, the Fargo Assistant Transit Director may consider a mutual agreement with the contractor to suspend performance on a no-cost basis. A written response by the Fargo Assistant Transit Director will be issued by COB January 26, 2020.

- 4.0 Post-Award Appeals: Appeals must be sent in writing to the Fargo City Commission by **COB January 26, 2020**. The Fargo City Commission will schedule a hearing between January 27-30, 2020, where the appellant may be heard. The Fargo City Commission will issue City of Fargo a final written determination by **January 30, 2020**.

The decision of the Commission Council is **final** and **no further appeals** may be made.

- 5.0 Determination of Interested Party: An interested party is an actual prospective bidder or offeror whose direct economic interest would be affected by award of a contract or failure to award a contract. This definition specifically excludes subcontractors and suppliers.

5.1 The ability to qualify as an actual or prospective bidder/proposer ends when the bid/proposal period ends.

5.2 The offer received from the protestor must be technically responsive.

5.3 The protestor must be the next in line to receive the award if the protested issues prevail.

5.4 If not next in line, the protestor must successfully challenge all intervening offers to establish next in line status.

- 6.0 Protests to FTA: Under certain limited circumstances, an interested party may protest to FTA the award of a contract pursuant to an FTA grant. FTA's review of any protest will be limited to alleged failure of City of Fargo to have or follow its written protest procedures or alleged failure to review a complaint or protest.

6.1 Time for Filing

6.1.1 An appeal to FTA must be received by FTA Region VIII **within five (5) working days** of the date the protestor learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA. Protests should be addressed to:

U.S. Department of Transportation



**Federal Transit Administration, Region VIII  
1961 Stout Street, Suite 13-301  
Denver, CO 80294**

6.1.2 Violations of Federal law or regulation will be handled by the complaint process stated within the law or regulation.

6.2 Submission of Protest to FTA

6.2.1 A protestor must exhaust all administrative remedies with City of Fargo before pursuing a protest to FTA.

6.2.2 Protests to FTA should be sent to the FTA Regional or Headquarters Office. A concurrent copy of the protest must be sent to City of Fargo.

6.2.3 The protest filed with FTA shall:

- Include the name and address of the protestor.
- Identify City of Fargo and the number/title of the contract solicitation.
- Contain a statement of the grounds for the protest and any supporting documentation. This should detail the alleged failure of City of Fargo to have or follow its protest procedures or the alleged failure to review a complaint or protest.
- Include a copy of the local protest filed with City of Fargo and a copy of City of Fargo's decision, if any.

6.3 Other Remedies: Contractors may seek remedy in the courts of North Dakota if they desire to do so.

**1.6 SUBMISSION OF PROPOSAL**

The proposals will be clearly marked as Request for Proposal for Security Services at the Ground Transportation Center (GTC) and Courier Services for Paratransit & GTC Money Deposits.

**Proposals must be submitted no later than 2:00 p.m. Central Daylight Time on December 16, 2019, to the Metro Transit Garage, 650 23<sup>rd</sup> Street North, Fargo, ND 58102.**

Proposals received after this deadline shall not be considered and shall be returned unopened. Proposals may be withdrawn or modified prior to the proposal opening. All such transactions must be submitted in writing and received prior to the proposal opening.

**1.7 SELECTION CRITERIA**

The selection committee will review and analyze each response. The committee members will independently rate the proposal. Upon review, the committee may interview the selected firm or firms. They will then determine if they feel additional firms merit interviews. Upon completion of all interviews, using the evaluation form, the committee will then re-evaluate the firms. The firm that best meets the specification will be recommended to the Fargo City Commission. All evaluations will be signed by the evaluator and retained as part of the public official records. No proposals will be considered that do not meet mandatory elements.

There will not be a public opening since this is not a Low Bid Award but is instead a Request for Proposal. All proposals will be reviewed by the selection committee. Only after an award is made shall proposals be made public. If for any reason the City of Fargo elects to cancel the RFP any and all documents submitted shall not be made public.

**1. EVALUATION TABLE**

<i><b>EVALUATION</b></i>	Maximum Points	Score
Minimum Qualifications & Specifications	40	
Price	50	
References - Reliability & Service	10	
<i><b>TOTAL POINTS</b></i>	100	

\* *Price Evaluation Example:* The lowest proposed price will receive 50 points. The other proposers will receive points in direct proportion to the lowest price. For example, if the lowest total cost is \$100,000 and someone bid \$110,000, they would receive 45 points ( $10,000/100,000 = 10\%$ ,  $100\% - 10\% = 90\%$ ,  $90\% \times 50 = 45$  pts)

No proposals will be considered that do not meet mandatory elements.

**Prohibited Contact with Proposers:** Except as otherwise provided, oral communications between Evaluators and Proposers regarding procurement in progress is prohibited. Each Evaluation Panel member shall report any such communication, in writing to the RFP Administrators, who shall determine any appropriate remedial action.

**Permitted Contact with Proposers:** The Evaluation panel may conduct written communications, directly or indirectly, with the Proposers. In addition, the role of the Evaluation Panel may include formal interviews with the top choice(s).

**NEGOTIATIONS**

The City of Fargo may undertake concurrent negotiations with all Proposers whose offers are within the competitive range after the detailed evaluation. The City of Fargo does, however, reserve the right to award a contract based on an original offer without any negotiations. The decision to award without negotiation may be made by the City of Fargo if, in their opinion, preliminary evaluation of the offers indicates that the best achievable and technically acceptable offer has been received.

Concurrent negotiations with all Proposers whose offers are within the competitive range may be conducted by the Evaluation Panel. The Evaluation Panel consists of the Fargo Transit Director, Fargo Assistant Transit Director, and Fargo Transit Planner.

Upon completion of negotiations with all Proposers within the competitive range, the offer that best meets the requirements of the specifications and ranks the highest evaluation score, earned by its offer based on evaluation criteria stated in Evaluation Criteria, will be recommended to the Fargo City Commission for award as the successful vendor. ***The City of Fargo will make the award to the responsible Proposer whose proposal is most advantageous.***

**1.8 CONDITIONS FOR RESPONDING**

**A. Scope**

The following terms and conditions shall prevail unless otherwise modified by the City of Fargo within this RFP. The City of Fargo reserves the right to reject any proposal, which take exception to these terms and conditions.

**B. Definitions as Used Herein**

1. The terms "request for proposal, RFP, proposal, bid, offer" are synonymous and mean a solicitation of a formal sealed proposal and refer to the product required by the Request for Proposals.
2. The terms "City of Fargo, MAT, MATBUS, Fargo Transit, Grantee, Transit Office", are synonymous and mean the City of Fargo.
3. The terms "Bidder, Contractor, Offerer, Proposer, Vendor, Firm, Company" are synonymous and mean the offerer or vendor.

**C. Applicable State and Local Clauses:**

1. Confidentiality of Proposal Information

Each proposal and supporting documents must be submitted in or under cover of a sealed envelope to provide confidentiality of the proposal information prior to the proposal opening.

Financial information required to be submitted with proposals to establish financial responsibility; cost/price proposals; and other financial data, such as overhead rates, etc. shall be handled as confidential data to the extent allowed under applicable law, including M. S. Chapter 13, and utilized on a "need-to-know" basis for proposal evaluation. Such information shall be treated as confidential to the extent allowed under North Dakota's open records law, Chapter 44-04, N.D.C.C. (specifically, N.D.C.C. § 44-04-18.4).

2. Accuracy of Proposal

Each proposal is publicly opened and the name of bidder is made part of the public record. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the respondent will complete the contract.

3. Proposals Binding

All proposals submitted in accordance with the terms and conditions of the RFP shall be binding upon the bidder for ninety (90) calendar days after the proposal opening.

4. Disclaimer of Liability

The City of Fargo will not hold harmless or indemnify any contractor for any liability whatsoever.

5. Hold Harmless

The City of Fargo will be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

6. Law Governing

All contractual agreements shall be subject to, governed by, and construed according to the laws of the States of North Dakota, as applicable.

7. Conditional Proposals

Conditional proposals are subject to rejection in whole or in part.

8. Subletting of Contract

The contract that will be derived from this RFP shall not be sublet except with the written consent of the City of Fargo. No such consent shall be construed as making the City of Fargo a party to such subcontract, or subjecting the City of Fargo to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under his contract, and all transactions with the City of Fargo must be through the General Contractor.

9. Assignment/Transfer of Interests

There shall be no assignment/transfer of interests or delegation of Contractor's rights, duties or responsibilities of Contractor under the contract derived from this RFP without the prior written approval of the City of Fargo.

10. Severability

In the event any provision of the contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

11. Regulatory Requirements

The Contractor shall comply with all Federal, State, and local licensing, training, testing and/or regulatory requirements (including permits) for the provision of the transit services.

The successful Contractor shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. Contractor is liable for any and all taxes due as a result of the contract.

12. Responsible Firms

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

13. Reserved Rights

The City of Fargo reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities and negotiate any or all elements of the proposals.

14. Publication, Reproduction and Use of Material

No custom material produced in whole or in part under the Contract shall be subject to copyright in the United States or in any country. The Cities of Fargo and Federal Transit Administration shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom material prepared under any contract resulting from this RFP.

15. Waiver

By submission of its proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of work or the furnishing of the labor services, supplies, materials, or equipment and facilities called for in the solicitation; that it has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it; and, are a complete and correct statement of its prices for performing the labor, services, supplies, materials or equipment and facilities required by the Contract Documents. The Proposer waives any claim for the return of its proposal security if, on account of errors or omissions claimed to have been made by it in its proposal or for any other reason it should refuse or fail to execute the contract.

16. Independent Price Determination

The Proposer certifies that he/she has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person to put in a sham proposal or to refrain from proposing, and further, that he has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with any person, to fix the proposal amount herein or any other Proposer, or to fix any overhead, profit, or cost element of said proposal amount, or that of any other Proposer, or to secure any advantage against City of Fargo or any person interested in the proposed contract.

17. Prohibited Interest

No administrator or employee of the City of Fargo and no member of its governing body shall participate in selection or in the award or administration of a contract if a conflict of interest real or apparent would be involved.

No member or delegate to the North Dakota Legislature or to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**SECTION 2. PROJECT DESCRIPTION**

The City of Fargo is seeking security Contractors for a 5-year agreement to provide Security Guard Services at the (1) Ground Transportation Center (GTC) and (2) Fargo Courier Services from the GTC and the Metro Transit Garage (MTG) to Wells Fargo Bank.

Security Guard Services at the GTC (502 NP Ave, Fargo ND) description:

- a. One shift of security services would be from 7:30 p.m. to 11:30 p.m. Monday through Saturday (These hours are set/non-negotiable).
- b. In addition, security services for 4 hours per day at random, not to exceed 20 hours per week are to be included in the proposal as well, for a total of 44 hours each week.
  - i. These random hour shifts can be no more than 4 hours at a time.

Courier Services from the GTC to Wells Fargo Bank (406 Main Avenue):

- a. Transport large denomination bills from the GTC to Wells Fargo Bank to exchange for smaller currency/coinage. The smaller currency/coinage will need to be brought back to the GTC dispatchers (Monday through Friday, at 1:00 PM each day).
- b. If the security to be utilized already has a service that provides for this service (having an officer on staff to make such currency exchanges and thereby eliminating the trip to Wells Fargo), please include this option as a part of the quote.

Courier Service from the MTG at (650 23<sup>rd</sup> St N, Fargo ND), to Wells Fargo Bank description:

Transport several bags of farebox currency and coinage (valued at an average of \$5,500) from the money room at the the MTG to Wells Fargo Bank in downtown Fargo (406 Main Ave). Pick ups for the City of Fargo will be on Tuesday of each week, no later than 12:00 p.m.

Courier Service for Paratransit & GTC Deposits:

- a. The quote should denote the per trip charge for the following:
  - i. *The quote shall include the utilization of a security guard to transport money bags. If armed, the security guard must be covered under a compliant drug & alcohol program per 49 CFR Parts 40 and 655 – documentation will need to be provided for verification of coverage.*

Services will be invoiced monthly as listed below:

One invoice to the City of Fargo Transit will include the following:

Security Guard Services at the GTC  
Courier Services from GTC to Wells Fargo Bank  
Courier Services for Fargo Transit from MTG to Wells Fargo Bank

**SECTION 3. CONTRACTOR RESPONSIBILITIES - OPERATING REQUIREMENTS**

**3.10 QUALIFICATIONS OF CONTRACTOR**

**A. Experience**

Any Proposer (**firm/company**) must demonstrate at least three (3) years within the past five (5) years of extensive hands-on experience involving all aspects of security operations. The Proposer must have a satisfactory record of performance demonstrated by providing references from clients for which Proposer has provided service. A reference list of clients will be supplied to the City of Fargo. Additional client references may be requested by the City and will be provided by the Contractor.

**3.11 DRUG/ALCOHOL PROGRAM**

If the Contractor is armed (carries a weapon), the Contractor is responsible for compliance with all approved or pending Federal Transit Administration regulations with regard to drug and alcohol testing - 49CFR Parts 40 and 655. The Contractor shall submit with the proposal any current drug/alcohol testing programs in place. Contract shall also submit a list of proposed test sites, Medical Review Officer, and Substance Abuse Professionals with the proposal and annually thereafter along with the federally-required annual MIS report.

**3.12 CONTRACT TERM**

The term of any agreement arising from this RFP shall be for the five-year period February 1, 2020 through January 31, 2024.



## PROPOSAL SUBMITTAL FORM

Description	Frequency	# of Hours/Trips per Week	# of Weeks Annually	Total Annual Hours/Trips	Cost Per Hour/Trip	Annual Cost
<b>FARGO TRANSIT:</b>						
Security Guard Services at GTC	44 total hours per week	44	52	2288		
Courier - GTC Large Denomination Exchange	Once Daily Monday - Friday	5	52	260		
Courier - Farebox Deposits	Once per week	1	52	52		
Courier - Paratransit Deposits	Once per week	1	52	52		
Courier - GTC Deposits	Twice per week	2	52	104		
<b>SUBTOTAL FARGO TRANSIT</b>						

<b>Grand Total Annual Cost</b>	
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By entering into a sale with the City of Fargo, ND, and/or the City of Moorhead, MN, doing business as MATBUS, the supplier is agreeing to be bound by the following federal clauses and certifications as applicable:



1. **No Government Obligation to Third Parties:** *Applies to all third party contracts that are federally funded.*

- a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



2. **Program Fraud & False or Fraudulent Statements & Related Acts:** *Applies to all third party contracts that are federally funded.*

- a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.



3. **Access to Records and Reports:** *Applies to all contracts funded in whole or in part with FTA funds.*

- a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases,

subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**✘ 4. Federal Changes:** *Applies to all contracts.*

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

**✘ 5. Civil Rights and Equal Opportunity:** *Applies to all contracts.*

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

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

- a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.



6.

**Termination Provisions:** *Applies to all contracts in excess of \$10,000. Those contracts must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.*

- a) The CITY reserves the right to cancel any contract for cause upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the CITY.
- b) The CITY may cancel or reduce the amount of service to be rendered if there is, in the opinion of the City Council, a significant increase in local costs; or, in the opinion of the City Council, insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the CITY will notify Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

CONTRACTOR is hereby notified that the CITY Transit system pursuant to this agreement is dependent upon the necessary receipt of local, state and federal funding.

In the event of any termination, the CITY shall pay the agreed rate only for services delivered up to the date of termination. The CITY has no obligation to Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment and materials to the CITY within 24 hours of the date of termination.



7.

**Disadvantaged and Small Business Enterprise:** *Applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year.*

*For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:*

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

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

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days (payment required within 10 days or paying interest at 1 ½ percent per Minnesota State Statute 471.425 subd. 4a) from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

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

The Contractor agrees to meet any goals established by CITY for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the CITY with the necessary certification and records for reporting purposes. When the majority of the contract is labor,

which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

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

The contractor must promptly notify the CITY whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the CITY.

#### Fostering Small Business Participation

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



8. **Incorporation of FTA Terms:** *Applies to all contracts.*

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



9. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** *Applies to contracts in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.*

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate

in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

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

10. **Buy America:** *Applies to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project.*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.



11. **Breach of Contract and Dispute Resolution:** *Applies to all contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) and those contracts shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

- a) Disputes will be presented in writing to the appropriate City personnel – in Fargo, the Fargo Transit Director, in Moorhead, the Moorhead Transit Manager. City personnel and the Contractor will attempt to resolve any dispute arising in the performance of the Contract.

*Fargo:* If the Transit Director and Contractor cannot resolve the dispute, the issue will be presented in writing to the Fargo City Administrator within ten [10] working days of dispute. If the dispute cannot be resolved by the City Administrator, it will be submitted in writing within ten [10] working days of the Fargo City Administrator's decision to the Fargo City Commission – it is the sole responsibility of the Contractor to schedule a

hearing with the Fargo City Commission. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

*Moorhead:* If the Transit Manager and Contractor cannot resolve the dispute, the issue will be presented in writing to the Moorhead City Manager within ten [10] working days of the dispute. If the dispute cannot be resolved by the City Manager, it will be submitted in writing within ten [10] working days of the Moorhead City Manager's decision to the Moorhead City Council – it is the sole responsibility of the Contractor to schedule a hearing with the Moorhead City Council. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

The decision of the Fargo City Commission or Moorhead City Council shall be binding upon the Contractor and the Contractor shall abide by the decision.

- b) Unless otherwise directed by the Cities of Fargo/Moorhead, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c) Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d) Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Cities of Fargo and/or Moorhead and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the applicable state.

12. **Lobbying Restrictions:** *Applies to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

The undersigned certifies (*Note: A separate certification will be required to be signed if the contract meets this criteria*), to the best of his or her knowledge and belief, that:

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



- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. **Clean Air and Federal Water Pollution Control Act:** *Applies to each contract and subcontract exceeding \$150,000. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.*

The Contractor agrees:

- a) It will not use any violating facilities;
- b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- c) It will report violations of use of prohibited facilities to FTA; and
- d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

14. **Contract Work Hours & Safety Standards Act:** *Applies to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers. Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:*

- a) *Contract Work Hours and Safety Standards*
  - i. *Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and A-38*
  - ii. *U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.*

a) **For construction contracts:**

- i. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part

5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

- ii. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
- iii. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
- iv. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

**b) For Awards Not Involving Construction**

- i. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- ii. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the

contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- iii. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- iv. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.



15.

**Transit Employee Protective Arrangements:** *Applies to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.*

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- a) **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- b) **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- c) **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

16.

**Charter Service:** *Applies to contracts for operating public transportation service.*

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b) FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c) Any other federal Charter Service regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a) Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- b) Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c) Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

17.

**School Bus Service Operations:** *Applies to contracts for operating public transportation service.*

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(f);
- b) FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
- c) Any other Federal School Bus regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- a) Bar the Contractor from receiving Federal assistance for public transportation; or
- b) Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.



18.

**Substance Abuse Requirements: Drug & Alcohol Testing:** *Applies to third party contractors who perform safety-sensitive functions. Contractors must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:*

- a) Operating a revenue service vehicle, including when not in revenue service;
- b) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- c) Controlling dispatch or movement of a revenue service vehicle;
- d) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
- e) Carrying a firearm for security purposes.

*Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."*

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota and/or Minnesota, or the Cities of Fargo/Moorhead, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to the City of Moorhead Transit Manager and City of Fargo Transit Director. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

19. **Cargo Preference:** *Applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.*

The contractor agrees:

- a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

20. **Davis-Bacon Act and Copeland Act – Prevailing Wage and Anti-Kickback:** *Applies to all FTA funded contracts for all prime construction, alteration or repair contracts in excess of \$2,000. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:*

a) Prevailing Wage Requirements

- i. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
- ii. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
- iii. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

b) "Anti-Kickback" Prohibitions

- i. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
- ii. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and

- iii. U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3.

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.



21. **Energy Conservation:** *Applies to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.*

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

22. **Construction—Special Requirements:** *Applies to FTA assisted construction projects:*

- a) **Bonding.** The Common Grant Rules require bonds for all construction contracts exceeding the simplified acquisition threshold (exceeding \$150,000. *Minnesota State Statute 574.26 limit is \$100,000*) unless FTA determines that other arrangements adequately protect the Federal interest. FTA's bonding policies are as follows:
- i. **Bid Guarantee.** Both FTA and the Common Grant Rules generally require each bidder to provide a bid guarantee equivalent to 5 percent of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.
  - ii. **Performance Bond.** Both FTA and the Common Grant Rules generally require the third party contractor to obtain a performance bond for 100 percent of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.

- iii. **Payment Bond.** The Common Grant Rules generally require the third party contractor to obtain a standard payment bond for 100 percent of the contract price. A “payment bond” is obtained to ensure that the contractor will pay all people supplying labor and material for the third party contract as required by law. FTA, however, has determined that payment bonds in the following amounts are adequate to protect FTA’s interest and will accept a local bonding policy that meets the following minimums:
- **Less Than \$1 Million.** Fifty percent of the contract price if the contract price is not more than \$1 million,
  - **More Than \$1 Million but Less Than \$5 Million.** Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million, or
  - **More Than \$5 Million.** Two and one half million dollars if the contract price is more than \$5 million.
- iv. **Acceptable Sureties.** The Common Grant Rule for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, “Surety Companies Doing Business with the United States,” 31 CFR Part 223. For a current list of approved sureties, see Department of the Treasury’s Listing of Approved Sureties (Department Circular 570), <http://fms.treas.gov/c570/c570.html>. FTA encourages each governmental recipient to require similarly acceptable sureties.
- v. **Reduced Bonding.** FTA recognizes that bonding costs can be expensive. FTA will accept a local bonding policy that conforms to the minimums described in this subparagraph 2.h(1) of this Chapter. FTA reserves the right to approve bonding amounts that do not conform to these minimums if the local bonding policy adequately protects the Federal interest. A recipient that wishes to adopt less stringent bonding requirements, for a specific class of projects, or for a particular project should submit its policy and rationale to the Regional Administrator for the region administering the project.
- vi. **Excessive Bonding.** Compliance with State and local bonding policies that are greater than FTA’s bonding requirements do not require FTA approval. FTA recognizes that in some situations bond requirements can be useful if the recipient has a material risk of loss because of a failure of the prospective contractor. This is particularly so if the risk results from the likelihood of the contractor’s bankruptcy or financial failure when the work is partially completed. Nevertheless, if the recipient’s “excessive bonding” requirements would violate the Common Grant Rules as restrictive of competition, FTA will not provide Federal assistance for procurements encumbered by those requirements. Consequently, if the recipient’s bonding policies far exceed those described in this subsection; FTA reminds the recipient that it may find it useful to submit its policy and rationale to the Regional Administrator for the region administering the project.

23. **Bus Testing:** *Applies only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in*

*accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.*

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

\_\_\_\_\_ 24. **Fly America:** *Applies to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.*

a) *Definitions.* As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

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(End of statement)



e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

25.

**Patent Rights and Rights in Data:** *Applies when entering into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award. The recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non-exclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:*

- a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and*
- b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.*

Intellectual Property Rights: This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- a) The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
  - i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

- ii. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- b) Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- c) Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- d) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- e) Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- f) The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

26. **Pre-Award and Post-Delivery Audits of Rolling Stock Purchases:** *Applies to the purchase of revenue service rolling stock with FTA funds and must comply with the pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented by 49 C.F.R. part 663.*

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

27. **Recycled Products:** *Applies to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000. Applies to States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of*

*the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.*

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

\_\_\_\_\_ 28. **Safe Operation of Motor Vehicles:** *Applies to all federally funded third party contracts.*

**Seat Belt Use**

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

**Distracted Driving**

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

\_\_\_\_\_ 29. **Seismic Safety:** *Applies only to contracts for the construction of new buildings or additions to existing buildings.*

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

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*Note: Information on clauses was obtained from the FTA Best Practices Procurement and Lessons Learned Manual, and Circular FTA C 4220.1F Third Party Contracting Guidance.*

<https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>

<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

18

November 4, 2019

City Commission  
225 N 4th Street N  
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Department (MATBUS) purchased GFI – Genfare fareboxes (vehicle cashboxes and ridership counters) for our fleet in 2009. The fareboxes have reached their useful life and are becoming outdated. We have been awarded a grant in the amount of \$750,000 to replace or upgrade our devices. The local share of this grant was placed in our 2020 budget and approved.

Genfare is one of the few farebox companies in the United States. Since we have used their product and our system is so heavily integrated with this company we are asking to purchase as a Sole Source procurement. Attached you will find the approved request from the Finance Committee, along with approval emails from North Dakota Department of Transportation and Federal Transit Administration.

Recommended motion is to approve staff to finalize a contract with GFI Genfare SPX and have reviewed by our city attorney. Staff will then present the full contract to City Commission for execution.

Sincerely,

*Matthew Peterson*

Matthew G. Peterson  
Assistant Transit Director  
City of Fargo

/enc

August 26, 2019

Finance Committee  
20240 N 4th Street  
Fargo, ND 58102

Dear Committee:

The City of Fargo Transit Department (MATBUS) purchased GFI – Genfare fareboxes (vehicle cashboxes and ridership counters) for our fleet in 2009. The fareboxes have reached their useful life and are becoming outdated. We have been awarded a grant in the amount of \$750,000 to replace or upgrade our devices. The local share of this grant was placed in our 2020 budget and approved.

Genfare is one of the few farebox companies in the United States. Since we have used their product and our system is so heavily integrated with this company we are asking to purchase as a Sole Source procurement. Attached you will find sufficient justification for this upgrade and emails from both NDDOT and Federal Transit Administration (FTA) approving our request for Sole Source.

Recommended motion is to approve the purchase of new fareboxes through Genfare as a Sole Source procurement.

Sincerely,



Matthew G. Peterson  
Assistant Transit Director  
City of Fargo

/enc

2019 ICE for Farebox Upgrade

DESCRIPTION OF SYSTEM DELIVERED

Company	Cost of Project	Number of Units	Average Cost / Unit	Fareboxes	Fast Fare-e	Stationary Vaults	Mobile Vaults	TVM	APOS	Link	Mobile Ticketing	Network Manager	PEM	PDU	Garage Data Sys	GDS	Total
Central Ohio Transit Authority	\$6,800,000.00	462	\$14,718.61	367	80	3		5	5	1	1						462
Suffolk County Transportation	\$2,900,000.00	276	\$10,507.25	263							1	2				6	276
Porterville Transit	\$814,000.00	22	\$37,000.00	18	1			1		1							22
Greater Richmond Transit	\$2,900,000.00	180	\$16,111.11	175							1	1				2	180
Madison Metro Transit	\$3,400,000.00	224	\$15,178.57	220			3				1	1					224
Capital District Transportation Authority	\$6,291,000.00	299	\$21,040.13	275			7		1	1	1	1	1	2	5		299
Broward County	\$6,200,000.00	399	\$15,538.85	397						1	1						399
			<b>Average Cost: \$18,584.93</b>														

	Estimated Cost	Units	Estimated Cost / Unit	Fareboxes	Fast Fare-e	Stationary Vaults	Mobile Vaults	TVM	APOS	Link	Mobile Ticketing	Network Manager	PEM	PDU	Garage Data Sys	GDS	Total
Fargo	\$836,321.94	45	\$18,584.93	41		1					1						45
Moorhead	\$353,113.71	19	\$18,584.93	16							1						19

2019 ICE for Farebox Upgrade

Company	Cost of Project	Number of Units	Average Cost / Unit	DESCRIPTION OF SYSTEM DELIVERED											Total		
				Fareboxes	Fast Fare-e	Stationary Vaults	Mobile Vaults	TVM	APOS	Link	Mobile Ticketing	Network Manager	PEM	PDU		Garage Data Sys	GDS
Central Ohio Transit Authority	\$6,800,000.00	462	\$14,718.61	367	80	3	4	5	1	1	1	1	1	1	1	1	462
Transit Authority River City (TANK)	\$4,600,000.00	244	\$18,852.46	235													244
Suffolk County Transportation	\$2,900,000.00	276	\$10,507.25	263													276
RTC of Southern Nevada	\$1,600,000.00	111	\$14,414.41	111													111
City of Santa Monica, Big Blue Bus	\$3,000,000.00	210	\$14,285.71	209													210
Porterville Transit	\$814,000.00	22	\$37,000.00	18													22
Greater Richmond Transit	\$2,900,000.00	180	\$16,111.11	175													180
Madison Metro Transit	\$3,400,000.00	224	\$15,178.57	220													224
Capital District Transportation Authority	\$6,281,000.00	299	\$21,040.13	275													299
AC Transit	\$11,220,000.00	663	\$16,923.08	642													663
Pierce Transit	\$2,700,000.00	199	\$13,567.84	196													199
Nashville MTA	\$5,300,000.00	277	\$19,133.57	273													277
Broward County	\$6,200,000.00	397	\$15,638.85	397													399
<b>Average Cost:</b>																	
			<b>\$17,482.43</b>														

Not Similar

Sacramento Regional Transit 195 \$558,000.00 193 \$2,861.54 1 195



**ALTERNATE PROCUREMENT REQUEST**  
 OFFICE OF MANAGEMENT AND BUDGET  
 CSD/STATE PROCUREMENT OFFICE  
 SFN 51403 (7-2016)

Submit via the Procurement Work Request System:  
<https://www.nd.gov/omb/>  
 Select OMB Apps Login

Name of Agency or Institution City of Fargo Transit / MATBUS	Business Unit Number	Date of Request 7/31/2019	Requisition/Tracking Number (Optional)
Procurement Officer	Telephone Number (701) 476-6660	Fax Number (701) 241-8558	E-mail Address mgpeterson@fargond.gov

Description of Service or Commodity - Describe the intended purpose. (Include manufacturer, brand, model, and other identifiers.)  
 We need to replace our existing Genfare Fareboxes for our vehicle fare collection. These fareboxes accept cash, smartcard passes and tickets for passenger boardings. With the replacement we want to include easier loading ability for passengers (LINK) and the option for mobile ticketing. We already have the infrastructure in place and would only need to upgrade the fareboxes themselves which will make the project more cost effective.

Procurement Type  
 Noncompetitive Procurement   
  Limited Competitive Procurement   
  Purchase from another government entity's contract

Total Cost, including all options for renewal or extension (e.g. \$10,000/yr with two renewal options = \$30,000)  
 \$837,000 + annual service contract around \$5,000 per year.

One-time Purchase    If recurring, describe anticipated future purchases, including on-going maintenance.  
 Recurring Purchase

**Non-Competitive Only**

Contractor	Contact Person	Telephone Number	Fax Number
Address	City	State	ZIP Code

Indicate whether registration with the Secretary of State is required. See OMB Guidelines for Vendor Registration.  
 Yes     No

How was the price determined to be fair and reasonable? Describe the negotiation efforts to obtain the best price.

**Authority for Limited or Non-competitive Procurement**

Competition can be limited under the following N.D.C.C. or N.D.A.C. provisions. Check the appropriate authority reference.

- The commodity or service is available from only one source. [N.D.C.C. § 54-44.4-05 (2)(a)]
- The commodity or service is for experimentation or trial. [N.D.C.C. § 54-44.4-05 (2)(b)]
- No acceptable bid or proposal was received pursuant to a competitive bidding or competitive proposal process. [N.D.C.C. § 54-44.4-05 (2)(c) and N.D.A.C. § 4-12-11-08]
- Commodities are being purchased for over-the-counter resale. [N.D.C.C. § 54-44.4-05 (2)(d)]
- A used commodity is advantageous to the state and the commodity is available on short notice. [N.D.C.C. § 54-44.4-05 (2)(g)]
- The commodity is a component or replacement part for which there is not commercially available substitute and which can be obtained only from the manufacturer. [N.D.C.C. § 54-44.4-05 (2)(h)]
- Compatibility with equipment currently owned by the state is essential to the proper functioning of that equipment. [N.D.C.C. § 54-44.4-05 (2)(i)]
- The services or the circumstances are of such a nature that deviation from the procurement process is appropriate. [N.D.C.C. § 54-44.4-05 (2)(j)]
- Products or services exclusive to particular individuals or business entities are required, but competition for that proprietary product or service exists. [N.D.A.C. § 4-12-09-02 (1)(a)]
- Circumstances require that commodities or services be provided by vendors within a specific geographic area, such as equipment requiring local service, on-site service within a specific time, or delivery of ready mix concrete. [N.D.A.C. § 4-12-09-02 (1)(b)]
- It is determined that a competitive sealed bid or competitive sealed process is impracticable or not in the best interest of the state. [N.D.A.C. § 4-12-09-02 (1)(c)]
- The commodity or service is available from another government entity's contract. [N.D.C.C. § 54-44.4-13]. NOTE: Attach a copy of the contract. OMB State Procurement Office approval is required regardless of the dollar amount.



**Justification and Supporting Documentation**

Explain why a fully competitive procurement process is impracticable or not in the best interest of the state. Factual evidence must be provided, sufficient for the approver to independently determine that the justification is true and accurate. Factual evidence must be included or attached, such as written documents, reports, supporting data, affidavits, patent or copyright information, research or other information.

Please see attached sole source justification document.

**Disapproval Consequences**

What are the consequence(s), including a dollar estimate of the financial impact, if this request for limited competitive or non-competitive purchase is not approved?

If a different vendor is chosen, we would have to replace server, wiring, data probes and other items already in place for this upgrade.

**Instructions:** Requests over \$2,500 must be approved by the Office of Management and Budget, State Procurement Office. The Information Technology Department must approve all requests for information technology hardware, software, and services over \$25,000. If using federal funds or a grant, check whether the funding source has requirements for noncompetitive purchases.

<b>Step #1</b> <b>Office of Management and Budget - State Procurement Office Approval (Over \$2,500)</b>		
Approving Official Name	Telephone Number	
<input type="checkbox"/> Returned for Further Justification <input type="checkbox"/> Send Notice of Intent to Make a Limited/Non-competitive Purchase <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Date: _____ Date: _____		
Comments		
Signature	Date	If Recurring, Expiration Date

<b>Step #2 (if required)</b> <b>Information Technology Purchases only</b> <b>Information Technology Department Approval (Over \$25,000)</b> State Procurement will forward to: <a href="mailto:ITDprocurement@nd.gov">ITDprocurement@nd.gov</a>		
Approving Official Name	Telephone Number	
<input type="checkbox"/> Returned for Further Justification <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Date: _____		
ITD Review Considerations: Is the product or service consistent with the agency's strategic IT plan and compliant with North Dakota Enterprise Architecture Standard STD-ITD-001? <input type="checkbox"/> Yes <input type="checkbox"/> No		
ITD Reviewer Comments		
Signature	Date	

## ALTERNATE PROCUREMENT REQUEST

Occasionally, circumstances arise under which a fully competitive procurement process may be difficult or impossible. Procurement is noncompetitive when there is no bidding process. Limited competition procurements occur when competition is possible, but the requirements of the bid restrict competition to particular suppliers or products. These types of procurement are exceptions to the state policy that purchases be completed through full competition with fair and equal opportunity to all qualified vendors. Therefore, limited and non-competitive procurements should only be used when truly necessary and authorized by state law or rule. Contact the OMB State Procurement Office at 701-328-2740 for assistance.

### Approval Authority

The OMB State Procurement Office must approve all determinations over \$2,500. Any requests to purchase from a GSA contract or another government entity's contract must be reviewed by the OMB State Procurement Office. If the procurement officer has not provided sufficient evidence to make an independent examination and determination of the material facts of the procurement, the approving official may return the request form for additional justification or require a notice of intent to make a limited or non-competitive purchase. Information technology requests over \$25,000 must be approved by the Information Technology Department.

### Notice of Intent to Make a Limited or Noncompetitive Purchase

Notice of intent to make a limited or non-competitive purchase may be issued to attempt to identify alternate sources for the needed commodity or service. A notice template is available on the OMB State Procurement Office website. The notice describes the required commodity or service thought to be available only from limited sources or one source, and it invites vendors to contact the procurement officer to propose an alternate source. Use the State Procurement Online system to issue the notice to the appropriate state bidders list and any other known potential bidders.

### Determination Not Required - Exemptions

Alternate Procurement determinations are not required for government entities, commodities and services exempted from state procurement practices by N.D.C.C. § 54-44.4-02 as follows:

1. Land, building, space, or the rental thereof. [Note: Leases for office space off the Capitol Grounds must be reviewed by the Office of the Attorney General and approved by OMB Facility Management, ref. N.D.C.C. § 54-21-24.1 and OMB Fiscal Policy 109.]
2. Telephone and telegraph service, electrical light, and power services.
3. Public books, maps, periodicals, and technical pamphlets.
4. Department of Transportation materials, equipment, and supplies in accordance with N.D.C.C. § 24-02-16.
5. Procurements through a contract or other instrument executed by the Industrial Commission under chapters 17-05, 54-17.5, 54-17.6, 54-17.7 and 54-63 and under those statutes in Title 38 authorizing the Industrial Commission to perform well and hole pluggings, reclamation work, equipment removal, leak prevention, and similar work.
6. Services for the maintenance or servicing of equipment by the manufacturer or authorized servicing agency of that equipment when the maintenance or servicing can best be performed by the manufacturer or authorized service agent, or when such a contract would otherwise be advantageous to the state.
7. Emergency purchases as defined under N.D.C.C. § 54-4.4-02 (7) and N.D.A.C. § 4-12-09-04. See SFN 51627 Emergency Purchase Form.
8. Commodities and service \$2,500 and below. See N.D.A.C. § 4-12-08-02 (1).
9. Employee benefit services, trust-related services, and investment management services obtained by an agency with a fiduciary responsibility regarding those services.
10. Specific commodities and services as determined by written directive by the Director of OMB in N.D.A.C. § 4-12-01-04 as follows:
  - a. Contracts for services of legal counsel with attorneys who are not employed by the state, pursuant to N.D.C.C. § 54-12-08.
  - b. Contracts for public buildings and public improvement contract bids, pursuant to N.D.C.C. title 48.
  - c. Contracts for architect, engineer, and land surveying services pursuant to N.D.C.C. chapter 54-44.7.
  - d. Contracts for concessions, pursuant to N.D.C.C. chapter 48-09.
  - e. Grant programs; this does not include procurements using grant dollars.
  - f. Professional memberships.

### Alternate Circumstances Permitted by Law and Rule Where a Written Determination is not Required

1. Commodities or services produced or provided by correctional institutions or other government entities. N.D.C.C. § 54-44.4-05 (2)(e); N.D.A.C. § 4-12-15.
2. Commodities and services for which competition is waived under N.D.A.C. § 4-12-09-01(3):
  - a. Contracts for legal services, subject to the requirements of N.D.C.C. § 54-12-08;
  - b. Contracts for professional witnesses to provide for professional services or testimony related to existing or probable lawsuits in which the State may become a party;
  - c. Contracts for temporary administrative law judges pursuant to N.D.C.C. § 54-57-02;
  - d. Contracts for medical specialists;
  - e. Purchases of copyrighted printed and electronic works when only available from the publisher or producer;
  - f. Purchases of materials required for manufacturing and production by a purchasing agency engaged in manufacturing and production operations;
  - g. Where immediate expenditures are necessary to ensure the integrity of state records;
  - h. Purchases of livestock, fish, insects, and other animals;
  - i. Commodities for resale at state-operated concessions;
  - j. Purchases of items with cultural, historical, or archaeological significance for museums or archival purposes;
  - k. Purchases of works of art;
  - l. Contracts for residential treatment and vocational rehabilitation services to ensure continuity of client care and vocational rehabilitation commodities for clients;
  - m. Contracts for performers, entertainers, and guest speakers; excluding contracts for education, instruction or training;
  - n. Medications, pharmaceuticals, metabolic foods, food supplements, food replacements, vitamins, therapeutics, and medical devices, as prescribed by health care professionals for patients of a state facility or clients of a state program;
  - o. Conducting a limited competitive process to purchase heating fuels, ready-mix concrete, sand, gravel, road oil, and bituminous using the level of competition practicable from vendors in a reasonable, specific geographical area; or
  - p. Contracts for insurance placed through a broker hired through a competitive or limited competitive process where the broker is hired to elevate insurance pricing and coverage information and make placement recommendations.

March 27, 2019

MATBUS  
Julie Bommelman  
Transit Director  
650 23rd Street  
Fargo, North Dakota 58102

Subject: SOLE SOURCE JUSTIFICATION FOR GENFARE FARE COLLECTION SYSTEM

Ms. Bommelman:

Pursuant to your request, I am pleased to offer the below listed reasons to justify sole source procurement for GENFARE fare collection system add on.

1. **System Compatibility –**

- a. Existing Infrastructure - The entire fleet of fixed route coaches in Fargo has Odyssey on-board fare collection fareboxes; provided by Genfare. In the modernization effort currently underway by MATBUS and the City of Fargo, the new Fast Fare farebox can be added to the fleet allowing for a mixed fleet operation until all of the older Odyssey fareboxes are replaced. MATBUS wants to use friendly agency passes (meaning that passes from one system can be used on the other and vice versa), Genfare is the only provider that can perform this functionality.
- b. Magnetic Encoding - The Odyssey farebox includes the TRiM (Ticket Reading & Issuing Machine); which allows great flexibility to the MATBUS, allowing each farebox to issue magnetic media. These units encrypt the magnetic strip using a proprietary encoding format designed and engineered by Genfare to maximize security and minimize fraud. Genfare is the only authorized manufacturer that can provide this encoding to insure system compatibility and security. This is even more critical since multiple types of tickets are currently issued and used by the agency.
- c. Reporting - The encryption formatting described above also contains data that is used in reporting the fare type and usage to the Administrative Data Collection and Reporting System, which is designed and provided by Genfare. By using the same manufacturer, it insures all encrypted data will be gathered, read and reported in the Genfare Reporting System correctly.
- d. Ticket Stock – Genfare is the only provider that can insure that the ticket encoding between the MATBUS system and your sister agency (City of Fargo) are compatible to insure the usage of passes on both agencies equipment.

2. **System Integration –**

- a. Technical Integration - As described above, the Automatic Electronic Fare Collection and Reporting System is an integrated system. Over time, the agency will need to change the fare structure, by changing the price, adding new type of media such as Smartcards, adding new ticket types or removing ticket types. In order to assure the entire fare collection system is compatible with the desired change(s), the software/firmware of all devices must be compatible.
  - b. Changes - By operating an integrated fare collection system from a single manufacturer, it insures MATBUS that these changes can be made and flow down correctly to all devices insuring they all work without re-customizing software and incurring major software rewrites each time a change in one device or the other needs to be made.
  - c. Integration Liability -Should MATBUS opt to utilize multiple suppliers to provide various components of the fare collection system throughout the region, MATBUS would assume system-wide integration / compatibility responsibility.
3. **Fleet Compatibility -**
- a. Service - One of the major components that make up the Odyssey farebox is the ticket-processing machines. This device requires a trained specialist to maintain and to perform repairs. MATBUS Technicians have already received the training necessary to perform the preventative maintenance on the TRiM machines; insuring the service technician's skills to perform service and maintain system reliability, as well as, a single source for technical training and service bulletins.
  - b. Spare Parts - The TRiM, contains highly specialized and proprietary components including microprocessor boards, power supply boards, PC motor control boards, thermal print heads and conveyor assemblies that are very costly to inventory. By utilizing the same ticket-processor as is currently being operated on the bus fleet, MATBUS is insured of spare parts compatibility and will not have to run two separate sets of parts.
  - c.
4. **Validating Farebox**  
Genfare is the only vendor that can provide a validating farebox that will utilize the same encoding format currently in place with the rest of the Genfare equipment.
5. **Delivery -**
- a. SPX offers a 90-120 day delivery schedule.

I trust the proceeding is acceptable and satisfactory. If there are any additional questions please feel free to contact me for a prompt response.

Regards,



Mark Mahon  
GENFARE  
National Sales Director

**Matthew Peterson**

---

**From:** Tunison, Ranae (FTA) <ranae.tunison@dot.gov>  
**Sent:** Tuesday, August 20, 2019 1:45 PM  
**To:** Matthew Peterson  
**Cc:** Julie Bommelman  
**Subject:** RE: Farebox Sole Source

Hi Matthew,

Thank you for sending, I have reviewed the documents. Please continue with a sole source with Genfare.

Thank you,  
Ranae

*Ranae Tunison  
Transportation Program Specialist  
FTA Region 8  
(303) 362-2397  
ranae.tunison@dot.gov*

**From:** Matthew Peterson [mailto:MGPeterson@matbus.com]  
**Sent:** Tuesday, August 20, 2019 8:56 AM  
**To:** Tunison, Ranae (FTA) <ranae.tunison@dot.gov>  
**Cc:** Julie Bommelman <JBommelman@FargoND.gov>  
**Subject:** FW: Farebox Sole Source

Trying this again.

Thank you,

---

Matthew G. Peterson | Assistant Transit Director | City of Fargo, North Dakota | 650 23rd Street N  
o: (701) 476-6660 | f: (701) 241-8558 | e: [mgpeterson@fargond.gov](mailto:mgpeterson@fargond.gov)

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**From:** Matthew Peterson  
**Sent:** Tuesday, August 20, 2019 9:54 AM  
**To:** Ranae Tunison (<mailto:ranae.tunison@dot.gov>) <<mailto:ranae.tunison@dot.gov>>  
**Cc:** Julie Bommelman <[JBommelman@FargoND.gov](mailto:JBommelman@FargoND.gov)>  
**Subject:** Farebox Sole Source

Ranae,

Page 15  
I'd like to touch base with you as we are looking to upgrade our fareboxes. We did receive a grant for this, but wanted to sole source to Genfare so we do not need to replace our infrastructure. I have attached an ICE, and what I sent to NDDOT. Please let me know if you have any concerns with this or if we can move forward.

Thank you,

---

Matthew G. Peterson | Assistant Transit Director | City of Fargo, North Dakota | 650 23rd Street N  
o: (701) 476-6660 | f: (701) 241-8558 | e: [mgpeterson@fargond.gov](mailto:mgpeterson@fargond.gov)

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**Matthew Peterson**

---

**From:** Matthew Peterson  
**Sent:** Wednesday, July 31, 2019 12:12 PM  
**To:** 'Hanson, Becky R.'  
**Cc:** Julie Bommelman  
**Subject:** RE: Farebox Sole Source

I do not as I want to put this through commission first and would reach out to GFI after we got their approval for a timeline. I am hoping early 2020 (if not before the end of this year : ) ).

Thank you,

---

Matthew G. Peterson | Assistant Transit Director | City of Fargo, North Dakota | 650 23rd Street N  
o: (701) 476-6660 | f: (701) 241-8558 | e: [mgpeterson@fargond.gov](mailto:mgpeterson@fargond.gov)

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**From:** Hanson, Becky R. <[bhanson@nd.gov](mailto:bhanson@nd.gov)>  
**Sent:** Wednesday, July 31, 2019 12:10 PM  
**To:** Matthew Peterson <[MGPeterson@matbus.com](mailto:MGPeterson@matbus.com)>  
**Cc:** Julie Bommelman <[JBommelman@FargoND.gov](mailto:JBommelman@FargoND.gov)>  
**Subject:** RE: Farebox Sole Source

Thank you Matt. You must have been reading my mind.

Do you have an estimated project schedule?

*Becky Hanson, Transit Program Manager  
701-328-2542*



**From:** Matthew Peterson <[MGPeterson@matbus.com](mailto:MGPeterson@matbus.com)>  
**Sent:** Wednesday, July 31, 2019 12:04 PM  
**To:** Hanson, Becky R. <[bhanson@nd.gov](mailto:bhanson@nd.gov)>  
**Cc:** Julie Bommelman <[JBommelman@FargoND.gov](mailto:JBommelman@FargoND.gov)>  
**Subject:** Farebox Sole Source



Becky, please review the attached. Since we share our infrastructure with Moorhead and we can do this upgrade by only replacing the fareboxes, we would ask for a sole source procurement. We will follow our local guidelines as well, but want to make sure you do not have any issues with this first.

Thank you,

---

Matthew G. Peterson | Assistant Transit Director | City of Fargo, North Dakota | 650 23rd Street N  
o: (701) 476-6660 | f: (701) 241-8558 | e: [mgpeterson@fargond.gov](mailto:mgpeterson@fargond.gov)

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November 4, 2019

City Commission  
225 N 4th Street N  
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Department (MATBUS) currently utilizes FASTER Asset Solutions as our current vendor for Fleet Management Software. We currently use the version FASTER Win. FASTER Asset Solutions has created a web based platform, FASTER Web. Although FASTER continues to support the FASTER Win platform, their resources are being used to develop the FASTER Web platform. Having the web based platform ensures that we are always operating on the most up to date version, allows us to have unlimited users who can access our information and provides us with efficiency and costs savings long term. Although other vendors do offer fleet management software, upgrading to FASTER Web would be the most economical solution. As part of the setup, FASTER Asset Solutions will take our current data in our FASTER Win platform and convert it to be used in our new FASTER Web platform. All of our historical data will now be able to be accessed through the FASTER Web platform therefore eliminating the need to have two separate software programs. FASTER Web will allow our technicians to access their work orders from individual laptops rather than only having a few workstations where the program is available thus gaining efficiencies. The familiarity of the FASTER platform will alleviate some of the learning curve of moving to a different software program.

Attached you will find the approved request from North Dakota Department of Transportation.

Recommended motion is to approve staff to finalize a contract with FASTER Asset Solutions and have reviewed by our city attorney. Staff will then present the full contract to City Commission for execution.

Sincerely,

*Matthew Peterson*

Matthew G. Peterson  
Assistant Transit Director  
City of Fargo

/enc

For Schedule Information: 701-232-7500

**From:** [Hanson, Becky R.](#)  
**To:** [Matthew Peterson](#)  
**Subject:** RE: FASTER Web SOW  
**Date:** Tuesday, July 30, 2019 2:48:54 PM  
**Attachments:** [image003.png](#)  
[Sole Source - FASTER Web - Fleet Management2019.pdf](#)

---

Matt,

I am good with this. Just make sure that it complies with your Sole Source policy. Please keep me updated on milestones with this project.

Thanks,

*Becky Hanson, Transit Program Manager  
701-328-2542*



**From:** Matthew Peterson <MGPeterson@matbus.com>  
**Sent:** Monday, July 29, 2019 3:17 PM  
**To:** Hanson, Becky R. <bhanson@nd.gov>  
**Subject:** FW: FASTER Web SOW

Becky, please see the attached Sole Source Form for FASTER Web. We discussed this a few months ago, sorry I am a little delayed in getting caught up. Please let me know if this is approved.

Thank you,

---

Matthew G. Peterson | Assistant Transit Director | City of Fargo, North Dakota | 650 23rd Street N  
o: (701) 476-6660 | f: (701) 241-8558 | e: [mgpeterson@fargond.gov](mailto:mgpeterson@fargond.gov)

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**From:** Jordan Smith <[jmsmith@matbus.com](mailto:jmsmith@matbus.com)>  
**Sent:** Monday, June 24, 2019 12:07 PM  
**To:** Matthew Peterson <[MGPeterson@matbus.com](mailto:MGPeterson@matbus.com)>

**Subject:** RE: FASTER Web SOW

I added the cost of the server and laptops to the initial setup costs.

**Jordan Smith** | Fleet & Facilities Manager | **MATBUS** | 650 23<sup>rd</sup> St N Fargo, ND 58102  
Office: 701-476-5940 | Cell: 701-730-5706 | Fax: 701-476-5947 | Email [jmsmith@fargond.gov](mailto:jmsmith@fargond.gov)

**From:** Matthew Peterson <[MGPeterson@matbus.com](mailto:MGPeterson@matbus.com)>

**Sent:** Monday, June 24, 2019 10:09 AM

**To:** Jordan Smith <[jmsmith@matbus.com](mailto:jmsmith@matbus.com)>

**Subject:** RE: FASTER Web SOW

Can you fill out the sole source form. Once that is completed I will attached and get approval from Bismarck and get on Commission.

Thank you,

---

Matthew G. Peterson | Assistant Transit Director | City of Fargo, North Dakota | 650 23rd Street N  
o: (701) 476-6660 | f: (701) 241-8558 | e: [mgpeterson@fargond.gov](mailto:mgpeterson@fargond.gov)

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**From:** Jordan Smith <[jmsmith@matbus.com](mailto:jmsmith@matbus.com)>

**Sent:** Friday, June 21, 2019 2:20 PM

**To:** Matthew Peterson <[MGPeterson@matbus.com](mailto:MGPeterson@matbus.com)>

**Subject:** FW: FASTER Web SOW

Matt,

Here is the updated price quote for FASTER Web. Is there anything else I can do to help move the project along?

Thanks

**Jordan Smith** | Fleet & Facilities Manager | **MATBUS** | 650 23<sup>rd</sup> St N Fargo, ND 58102  
Office: 701-476-5940 | Cell: 701-730-5706 | Fax: 701-476-5947 | Email [jmsmith@fargond.gov](mailto:jmsmith@fargond.gov)

**From:** Sue Smith <[sue.s@fasterasset.com](mailto:sue.s@fasterasset.com)>

**Sent:** Friday, June 21, 2019 2:16 PM

**To:** Jordan Smith <[jmsmith@matbus.com](mailto:jmsmith@matbus.com)>

**Cc:** Steve Specht <[steve.s@fasterasset.com](mailto:steve.s@fasterasset.com)>

**Subject:** FASTER Web SOW

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

Hello Jordan,

Attached you will find your FASTER Web SOW Pricing. Please review and let either myself, Steve Specht, [steve.s@fasterasset.com](mailto:steve.s@fasterasset.com), or Mike Brawley, [mike.b@fasterasset.com](mailto:mike.b@fasterasset.com), know if you should have any questions. Thank you.

Sincerely,

**Sue Smith**  
**Customer Service & Process Administrator**  
**FASTER Asset Solutions**  
ph: 757.623-1700 ext. 2020  
web: [www.fasterasset.com](http://www.fasterasset.com)  
email: [sue.s@fasterasset.com](mailto:sue.s@fasterasset.com)



**Statement of Work (SOW),  
Pricing & Payment Terms**

**FASTER Asset Solutions**

100% Employee-Owned

**Created For:**

MATBUS, ND

**Date:**

June 21, 2019

**Senior Software Consultant:**

Steve Specht

**Pricing in this proposal is valid for 60 days.**

Qty	Description	Cost
<b>FMIS Core COTS System</b>		
120	<p>001 – Software Cost: Standard Active Assets:</p> <p>This price includes up to quantity listed standard active assets (which are defined as originally valued at \$5,000 or greater and active). Each additional asset will be \$100.00.</p> <p>This includes one instance of the FASTER Web Application with one database.</p> <p>Unlimited user access (named accounts) included.</p>	\$12,000
<b>COTS Add-ons</b>		
1	<p>207nc – Dashboard Add-on:</p> <p>Provides 20 standard metrics that monitor fleet industry performance measures. The dashboards have powerful configuration capability to enable effective display of data. They are also drillable in that you can click and drill into the data presented by the dashboard. And the Dashboards are role-based so that you can empower users based on their roles.</p>	\$10,300
1	<p>208 – Barcoding Software:</p> <p>Barcoding Software allows for Label Scanning and Printing. (Hardware is not included.)</p>	\$6,180

1	<p>300 – Single Vendor Fuel Import:</p> <p>The Fuel Import (FI) is a COTS add-on. It is a robust yet inexpensive way to import data from a Fuel System Vendor (FSV). It requires significant configuration and testing by FASTER. Below are important items the customer will need to provide for FASTER to configure, test and deploy:</p> <ol style="list-style-type: none"> <li>1. FSV Fuel File Layout Definition – This is the layout for the export file you plan on receiving regularly from your FSV. It defines your fuel export file's columns, positions and/or delimiters (if used).</li> <li>2. Fuel System Export Files - Live production export files from the fuel system, including the complete disbursement transaction data. A minimum of 100 transactions will be needed for proper testing. The export files generated from your fuel system must be flat files, not reports, and not generated in Microsoft Excel. It is important you ensure your FSV does not change this export file as any changes may require additional configuration and testing.</li> <li>3. Completed FI-Customer Configuration Form -This is a detailed form that assists you in providing all the information required for the FI to be configured and tested properly.</li> </ol> <p>(This FI does not import Site &amp; Dispenser information. You can add the importing of Site &amp; Dispenser data to the FI for an additional (\$2,575) cost.)</p>	\$5,150
<b>Data Services</b>		
1	<p>400a - Level 1 Data Conversion and Testing:</p> <p>Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates, Employees/Users Records. This product utilizes a utility and series of packages to convert your data to a FASTER Web database. As part of conversion, FASTER will perform two types of testing: 1. Functional stability testing to ensure that there are no data conflicts with the FASTER Web table structure; 2. Data Validation testing to test that data was converted properly.</p>	\$16,000
1	<p>401a – Extraction to SQL Staging Database:</p> <p>FASTER will provide an MSSQL staging database into which the Customer's team will map and populate the data you extract from the former database. (After the Customer completes mapping and populating the data in the staging database, FASTER will execute the conversion level the Customer choses which is noted below to transform the data and create a FASTER Web structured database. FASTER will then perform data validation testing.)</p> <p>OR</p> <p>402 – Extraction to Excel Data Mapping Sheets:</p> <p>If you do not have staff familiar with MSSQL, FASTER can provide a pre-designed data mapping product using Excel spread sheets. This Excel-based data mapping product can be used by your less experienced staff to populate all your data. It requires basic knowledge of Excel and solid knowledge of your fleet data. (After this work product is complete, FASTER will execute the conversion level you chose noted below to create your FASTER Web database and perform data validation testing.)</p>	\$11,000
1	<p>403a – Data Extraction Assistance:</p> <p>If you need assistance extracting, mapping or populating the data, FASTER can work with the Customer's Team to extract, map and populate the data from the current database to the MSSQL staging database. Should you opt for this assistance, FASTER will charge a rate of \$150/hour.</p>	TBD

1	<p>405 - Data Cleanup:</p> <p>If the data in the current system is in need of correction prior to the extraction, the customer will be responsible for data correction that takes place in the legacy system. (However, as part of the implementation process, FASTER Fleet Consultants will provide advice and guidance related to data correction.) For customers who maintain reliable data, there should be no need for data correction. However, if past practices or flawed conversions permitted incorrect data to be entered in the current system, it is advisable that the customer correct this prior to the extraction process beginning.</p>	n/a
<b>Implementation Services &amp; Training</b>		
1	<p>511a - System Overview Meetings (SOM):</p> <p>System overview meetings take place via live, remote web-based sessions. They consist of two, 4-hour meetings that will occur on the same day or two consecutive days where the customer will ensure key users are able to participate.</p>	\$3,300
1	<p>511b - Configuration Training</p> <p>This takes place via live, remote, web-based sessions. It consists of two 4-hour sessions that can occur on the same day or two consecutive days. (If you bill by account-code, there will be a third session that will also take 4-hours.)</p>	\$3,300
1	<p>512 - System Training/Go-Live:</p> <p>This training includes the below training agenda.</p> <p>Because training is hands-on, the maximum class size is 20 attendees and includes a single training location. Additional training sessions and trainers can be added at an additional cost any time up to 4-weeks prior to your go-live.</p>	See Below
1	<p>512a - Go-Live Week System Training - Asset Module (4 Hrs):</p> <p>Should include FASTER System Admin and Asset Managers.</p>	\$2,200
1	<p>512b - Go-Live Week System Training - Maintenance Module (4 Hrs):</p> <p>Should include FASTER System Admin, Maintenance Supervisor, Service Writers and/or Technician who will create work orders.</p>	\$2,200
1	<p>512c - Go-Live Week System Training - Inventory Module (4 Hrs):</p> <p>Should include FASTER System Admin, Parts Staff and Parts Managers.</p>	\$2,200
1	<p>512d - Go-Live Week System Training - Fuel Module (1 Hr):</p> <p>Should include FASTER System Admin and Fuel Clerk.</p>	\$550
1	<p>512e - Go-Live Week System Training - Vendors &amp; Accounting Modules (1.5 Hrs):</p> <p>Should include FASTER System Admin, Accounting Staff and Parts Managers.</p>	\$825
2	<p>512f - Go-Live Week System Training - Technician Workstation (2.5 Hrs):</p> <p>Should include FASTER System Admin and Technicians.</p>	\$1,375



1	<p>512g – Go-Live Week System Training - Additional Trainers (TBD):</p> <p>The above training costs provide for one trainer the week of go live. One trainer can provide one session of each of the above hands-on, user training sessions with the exception of the Technician Workstation. (Two Technician Workstation sessions can be accommodated by a single trainer.) If you determine your training needs require additional training sessions due to shift work or other needs, an additional FASTER trainer can participate during the week of go live for an added cost.</p> <p>Therefore, it will be important for you to determine the total number of training sessions and trainers you will need in order to then calculate your total training cost. Each of the above training sessions are role-based. So it should be easy to determine how many staff you have for each role. Typically the largest training sessions are the Technician Workstation and Maintenance Module. Please remember that you may want your Technicians to attend more than the Technician Workstation training module.</p> <p>To calculate your additional training costs:</p> <ul style="list-style-type: none"> <li>-- The cost (including room, board and travel) of the 1st trainer is included in the above costs.</li> <li>-- Travel, room and board will be a flat cost of \$1,000 for each additional trainer.</li> <li>-- To calculate session costs, multiply the number of additional training sessions you need of each of the above session options by the cost of the training module as listed above (module session cost times how many instances of that module session you require).</li> <li>-- The above flat fee for travel, room and board of each additional trainer as well as the fees for the above training assume that training sessions will be held consecutively so as to minimize the number of days a trainer would need to be at your location. It also assumes there is no weekend stayover. If training will begin one week and extend into the next week, an additional \$1,000 per trainer would apply for travel, room and board (\$1,000 flat fee per trainer times the number of business weeks spanned).</li> </ul>	TBD
<b>Software &amp; Services Total</b>		<b>\$76,580</b>

<b>Upgrades &amp; Support</b>		
1	<p>801 – Upgrades &amp; Support:</p> <p>Annual support includes phone support, as well as upgrades for your FASTER Web software. Annual software maintenance is purchased or renewed every 12 months. Support services apply to FASTER Web COTS System, Add-ons and Customizations. After the initial renewal year, support costs will increase at 3% annually. (There is no Upgrade &amp; Support cost until one year from contract.)</p>	\$6,726
<b>Upgrades &amp; Support Total</b>		<b>\$6,726</b>

<b>Payment Schedule By Milestone</b>	
<b>Milestone</b>	<b>Amount Due</b>
<b>30% Software &amp; Services Due Upon Purchase Confirmation</b>	\$22,974
<b>30% Software &amp; Services Due Upon COTS Software Delivery</b>	\$22,974
<b>20% Software &amp; Services Due Upon COTS System Overview</b>	\$15,316
<b>15% Software &amp; Services Due Upon Delivery of Converted Data and Go Live</b>	\$11,487
<b>5% Software &amp; Services Due 30 Days Post Production Go Live</b>	\$3,829
<b>Hourly Work: Billed monthly</b>	<b>TBD</b>
<b>Support Due One Year from Contract Signing</b>	\$6,726

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November 4, 2019

Board of City Commissioners  
City Hall - 225 N 4<sup>th</sup> Street  
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Department and Public Works Department respectfully requests approval to award the purchase of tires and tire services to Goodyear Commercial.

Three proposals were received:

- Goodyear Commercial
- Fargo Tire
- OK Tire

Goodyear was unanimously recommended as having the best proposal following the averaging of evaluation points from the teams reviewing proposals. Proposal evaluation summary is attached.

The requested motion is to approve awarding the contract to Goodyear Commercial from the RFP issued August 27, 2019.

Sincerely,

Jordan Smith  
Transit Fleet and Facilities Manager  
City of Fargo

## Proposal Evaluation Summary Tire Replacement and Services

Mike	Attachment #1 Transit Buses/Vehicles EVALUATION	Max Points	Fargo Tire	OK Tire	Goodyear Commercial
			Qualifications of Tire Specs	20	0
Qualifications of Tire Service	20	18	18	20	
Price	40	0	18	40	
References - Reliability & Service	20	20	20	20	
<b>TOTAL POINTS</b>	<b>100</b>	<b>38</b>	<b>71</b>	<b>100</b>	
Jordan	Attachment #1 Transit Buses/Vehicles EVALUATION	Max Points	Fargo Tire	OK Tire	Goodyear Commercial
			Qualifications of Tire Specs	20	0
Qualifications of Tire Service	20	18	18	20	
Price	40	0	18	40	
References - Reliability & Service	20	20	20	20	
<b>TOTAL POINTS</b>	<b>100</b>	<b>38</b>	<b>74</b>	<b>100</b>	

Allan	Attachment #2 Public Works EVALUATION	Max Points	Fargo Tire	OK Tire	Goodyear Commercial
			Qualifications of Tire Specs	20	20
Qualifications of Tire Service	20	18	18	20	
Price	40	34.8	40	37.2	
References - Reliability & Service	20	20	20	20	
<b>TOTAL POINTS</b>	<b>100</b>	<b>92.8</b>	<b>93</b>	<b>97.2</b>	
Jordan	Attachment #2 Public Works EVALUATION	Max Points	Fargo Tire	OK Tire	Goodyear Commercial
			Qualifications of Tire Specs	20	20
Qualifications of Tire Service	20	18	18	20	
Price	40	34.8	40	37.2	
References - Reliability & Service	20	20	20	20	
<b>TOTAL POINTS</b>	<b>100</b>	<b>92.8</b>	<b>96</b>	<b>97.2</b>	

**CONTRACT**  
Between the City of Fargo, North Dakota and  
Goodyear Commercial Tire & Service Center  
**TIRE PURCHASE AND SERVICE**  
October 1, 2019 through September 30, 2021

**THIS CONTRACT**, is made this 31 day of October, 2019, by and between the City of Fargo, North Dakota, hereinafter referred to as the “City”, and Goodyear Commercial Tire & Service Center, hereinafter referred to as the “Contractor”.

**WHEREAS**, the City is in need of tire purchases and services, and the Contractor agrees to provide such services according to the terms of this Contract, which Contract adopts the terms and conditions as outlined in the Request for Proposals for Tire Purchase and Service and attachments thereto for the Transit Fleet and the Public Works Fleet; and

**WHEREAS**, the City and the Contractor wish to set forth the procedures, conditions and agreements between the parties; and

**NOW THEREFORE, BE IT AGREED** for good and valuable consideration hereby acknowledged:

1.     **THE WORK**

The work under this contract will include tire purchase and tire services for the Transit Fleet and the Public Works Fleet (hereinafter City Fleet). Tasks will include sales and service of tires of the City fleet.

2.     **TERM**

The Contractor covenants and agrees that it will commence and continue the work during the period from October 1, 2019, through September 30, 2021, and will have completed the work in every aspect to the satisfaction and approval of the City.

3.     **MATERIALS**

The Contractor hereby agrees to furnish all materials (except such as are to be furnished by the City), all necessary tools and equipment, and to do and perform all the work and labor, for the price and compensation set forth and specified in the Request for Proposals for Tire Purchase and Service and the proposal signed by the Contractor attached as Exhibit A and hereby made a part of this Contract (the “Proposal”), said work to be done and performed in accordance with the Specifications on file in the office of the City which Specifications are hereby made a part of this Contract. The parties further understand and agree that no amendments of the proposed

terms in the response to the proposal have been accepted by City, and shall not be deemed a part of this Agreement.

4. PRICE

The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices proposed for the unit items as set forth in the conformed copy of the Proposal, which prices shall conform to those in the accepted Proposal.

5. ATTACHMENTS

The Contract consists of the following component parts, all of which are fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached, to wit:

1. Advertisement for Proposals dated September 2, 2019 (Exhibit B);
2. Request for Proposals for Tire Purchase and Services dated August 27, 2019 (Exhibit C);
3. All Addendums and Attachments identified in the Request for Proposal (not specified below) (Exhibit D); and
4. Contractor Price Proposal Summary dated September 18, 2019 (Exhibit A); and
5. Specifications.

6. STATE AND FEDERAL FUNDING

It is understood that the validity of this Contract between the City and the Contractor is contingent upon the receipt by the City of State and Federal funding for the operating deficit of the transit system during the time period specified herein. It is further understood that any reduction or loss of State or Federal funding for the operations of the transit system shall be cause for the City, upon thirty (30) days written notification to the Contractor, to terminate this Contract.

7. MODIFICATIONS

Both parties will abide by all provisions set out within and agreed upon and detailed within the Proposal, Specifications and all Attachments. Any changes to the provisions of this Contract must be made with a written document that is signed by both parties.

8. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor, by submission of its Proposal, assures the City that it will comply with, and be bound by, all applicable federal, state, and local laws, rules, and ordinances.

9. EQUAL OPPORTUNITY

The Contractor, as a recipient of City funds, must not discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veterans status, physical or mental disability or perceived disability, public assistance status, or other criteria protected by law.

10. INDEMNIFICATION

The Contractor will hold harmless, indemnify and defend the City from any and all claims arising out of or in any way related to the work under this Contract. Said indemnification will include, inter alia, attorneys' fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph will not apply to suits against the City arising out of the City's, its employees, agents or designees, negligence or intentional acts.

11. LICENSURE & INSURANCE

The Contractor must be properly licensed to do business in Fargo during the entire term of this Contract. The Contractor must maintain the appropriate Worker's Compensation and Employer's Liability Insurance and must annually provide the City with a Certificate of Liability Insurance describing the limits of coverage and naming the City of Fargo as an additional insured party. By signing this Contract, the Contractor certifies that it will maintain the specified coverage during the entire term of the Contract. The City will require annual proof of proper licensure and insurance to be submitted to the City no later than June 30<sup>th</sup> in each year of the contract. Any Cancellation Policy statement must read: "Should any of the above described policies be canceled or modified before the expiration date thereof, the issuing company will mail forty-five (45) calendar days written notice to the certificate holder named as the additional insured, but shall impose no obligation or liability of any kind upon the company, its agents, or representatives."

12. GOVERNING LAW.

This Contract has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. The parties agree the venue for any litigation arising out of this Contract will be in state District Court within Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

13. SUBCONTRACTORS

Subcontractors are not permitted under this Contract.

14. TERMINATION OF CONTRACT

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

- b) This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.
- c) In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

15. SEVERABILITY

In the event any provision of the contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

The date of commencement of the Contractor's performance shall be the date of signature by the City of Fargo, North Dakota authorized personnel or October 1, 2019, whichever event occurs later.

CITY OF FARGO

Dated: \_\_\_\_\_, 2019

By \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Dated: \_\_\_\_\_, 2019

Attest \_\_\_\_\_  
Steve Sprague, Auditor

CONTRACTOR  
GOODYEAR COMMERCIAL TIRE & SERVICE

Dated: OCT 31, 2019

By Theodore Hall  
Print name

By Ted Hall  
Signature

REPORT OF ACTION

21

**UTILITY COMMITTEE**

Project No. SW 19-01

Type: Change Orders – Cell 19 & Partial Closure Construction Project

Location: Solid Waste Division - Landfill

Date of Hearing: 10/31/19

<u>Routing</u>	<u>Date</u>
City Commission	11/4/19
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached Change Orders and a time extension for SW19-01 Cell 19 & Partial Closure Construction Project. On May 20, 2019, the Commission awarded a contract for the project to Industrial Builders, Inc., for \$2,016,010.00, with a substantial completion date of October 15, 2019, and a final completion date of November 15, 2019.

On September 23, 2019, Change Order #1 was received from Industrial Builders requesting additional payment for professional survey services, and on October 16, 2019, Change Order #2 requested an increase for additional controlled fill work to meet project design standards due to a largely undefined sand layer found at the base of the cell excavation. The controlled fill had to be acquired from an area outside of the scope of the original project. The additional cost for the survey work was \$4,000, and the additional cost of the controlled fill is \$32,100. Total cost of the current contract changes is \$36,100 or a 1.8% cost increase of the project.

In addition to the cost increase, Change Order #2 also contains a *Request for Time Extension to August 31, 2020*. The time extension is due to the additional sand layer work, abnormal precipitation during cell excavation, and the side-slope failure of an adjacent filled cell. Normal measured precipitation from July - October is 9.46" and actual rainfall in 2019 during the same period was measured at 15.53" (NDAWN: Fargo).

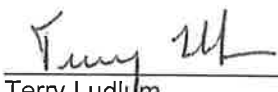
The side-slope failure appeared in early August 2019, and was located on a west facing slope of Cell 18, immediately adjacent to the eastern design boundary of Cell 19. The exact cause of the failure has been studied by Wenck Associates (Landfill Consultant Engineer) and they will be providing a detailed analysis and probable cause of the failure as well as remediation options with costs.

**MOTION:**

On a motion by Ben Dow, seconded by Jim Hausauer, the Utility Committee voted to approve the Changes Orders for \$36,100, and a time extension to August 31, 2020, from Industrial Builders, Inc., for the Cell 19 & Partial Closure Construction Project SW19-01.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Anthony Gehrig, City Commissioner				X
Brenda Derrig, City Engineer	X	X		(Tom Knakmuhs)
Kent Costin, Director of Finance	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, 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



**To:** Utility Committee  
**From:** Terry Ludlum, Solid Waste Utility Director   
**Date:** October 25, 2019  
**Subject:** Change Orders – SW 19-01 Cell 19 & Partial Closure Construction Project

---

On May 20, 2019, the Commission awarded a contract for the Cell 19 & Partial Closure Construction Project SW19-01 to Industrial Builders, Inc., in the amount of \$2,016,010.00. On June 11, 2019, a Notice to Proceed was issued with a substantial completion date of October 15, 2019, and a final completion date of November 15, 2019.

On September 23, 2019, Change Order #1 was provided from Industrial Builders requesting additional payment for professional survey services related to the need for additional sand stockpile areas. On October 16, 2019, Change Order #2 requested an increase to compensate for the additional loading, hauling, and placement, of controlled fill used to meet project design standards due to a largely undefined sand layer found at the base of the cell excavation. Due to the amount of needed, the controlled fill needed to be acquired from outside of the scope of the original project. The additional cost for the survey work was \$4,000, and the additional cost of the controlled fill is \$32,100. Total cost of the current contract changes is \$36,100 or a 1.8% cost increase of the project.

In addition to the cost increase, Change Order #2 also contains a *Request for Time Extension to August 31, 2020*. The time extension is due to the additional sand layer work, abnormal precipitation during cell excavation, and the side-slope failure of an adjacent filled cell. Normal measured precipitation from July - October is 9.46" and actual rainfall in 2019 during the same period was measured at 15.53" (NDAWN: Fargo).

The side-slope failure appeared in early August 2019, and was located on a west facing slope of Cell 18, immediately adjacent to the eastern design boundary of Cell 19. Cell 18 was initially filled with five-feet of clean waste, and then waste from the unlined area of Cells 18 & 19. Additional waste found during the Cell 19 construction project was placed on the top and side-slope of Cell 18. The exact cause of the failure has been studied by Wenck Associates (Landfill Consultant Engineer) and they will be providing a detailed analysis and probable cause of the failure as well as remediation options with costs.

**SUGGESTED MOTION:**

Accept the Changes Orders in the amount of \$36,100, and a time extension to August 31, 2020, from Industrial Builders, Inc., for the Cell 19 & Partial Closure Construction Project SW19-01.

Attachments

cc: Bruce Grubb, City Administrator  
Jill Pagel, Auditors Office  
Paul Hanson, Landfill Supervisor  
Randy Hanson, Wenck Associates

Date of Issuance: 9/23/2019  
 Owner: City of Fargo Division of Solid Waste  
 Contractor: Industrial Builders, Inc.  
 Engineer: Wenck Associates Inc.  
 Project: Cell 19 Construction and Partial Closure

Effective Date: 9/23/2019  
 Owner's Contract No.: SW19-01  
 Contractor's Project No.: 19190  
 Engineer's Project No.: 0208-0149  
 Contract Name: Cell 19 & Partial  
 Closure Construction At Fargo Landfill

The Contract is modified as follows upon execution of this Change Order:

Description: Prepare new stockpile area for sand being excavated from Cell 19. Provide survey's for proper quantity calculations.

Attachments: *Change Order Proposal-Prepare New Stockpile Location – Revision 2*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 2,016,010.00</u>	Original Contract Times: Substantial Completion: <u>October 15, 2019</u> Ready for Final Payment: <u>November 15, 2019</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: <u>\$ 0</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$ 2,016,010.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 15, 2019</u> Ready for Final Payment: <u>November 15, 2019</u> days or dates
Increase of this Change Order: <u>\$ 4,000.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 2,020,010.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 15, 2019</u> Ready for Final Payment: <u>November 15, 2019</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: <u></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>Sr. Project Manager</u>
Date: <u>9/23/2019</u>	Date: _____	Date: <u>9-23-19</u>

# Industrial Builders, Inc.

PAUL W. DIEDERICH, PRESIDENT  
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT



# General Contractors

PHONE 701/282-4977 FAX 701/281-1409  
P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

9-16-19

Wenck Associates, Inc.  
Attn: Randy Hanson  
3303 Fiechtner Dr S Ste 100  
Fargo, ND 58103

Re: Change Order Proposal-Prepare New Stockpile Location-Revision 2

Item	Description	Cost
1.	<b>Prepare New Stockpile Location and Provide Surveys and Quantity Calculations</b>	<b>\$ 4,000.00</b>

Scope: Level and prepare new stockpile location to the east of the existing sand stockpile located on the east side of 45<sup>th</sup> St. and as generally marked in the attached documentation. Includes initial and final surveying and quantity calculations by Mead & Hunt. Please see attached revised proposal from Mead and Hunt.

Breakdown of Cost:

Dozer 11.11 hours @ \$ 180.00 / Hour =	\$ 2,000.00
<u>Surveys and Quantity Calculations (Mead &amp; Hunt)</u>	<u>\$ 2,000.00</u>
Total:	\$ 4,000.00

Please call me at 701-282-4977 with any questions.

Sincerely,  
INDUSTRIAL BUILDERS, INC.

  
Brian Meyer, Project Coordinator



8 Seventh Street North  
Fargo, North Dakota 58102  
701-566-6450  
meadhunt.com

September 16, 2019

Brian Meyer  
Industrial Builders, Inc.  
1307 County Rd. 17 North  
West Fargo, ND 58078

**Project: REV. New Sand Stockpile Area – Fargo Landfill**

Mr. Meyer,

### **Project Understanding**

The project consists of Mead & Hunt, Inc. (Mead & Hunt) providing Industrial Builders, Inc. (Client) with Land Surveying services for the above-mentioned project and as described under the Scope of Services in Exhibit A. After receipt of authorization to proceed, Mead & Hunt shall complete the services identified in Exhibit A.

### **Responsibilities of the Client**

Our Scope of Services and Compensation are based on the Client providing the following:

- Clear access to the project site for surveying
- Additional data, drawings, and/or information related to the project as requested.

### **Work Not Included in the Scope of Services**

The following items are excluded from this agreement or provided by Mead & Hunt as an Additional Service only as authorized by the Client:

- Re-staking for surveyed items previously staked
- Boundary survey

### **Project Schedule**

Mead & Hunt will be available to start the outlined services within 5 working days from an authorization to proceed by a signed contract and the supporting data. We request a 2-day notice with specific needs for the construction staking so the survey crews can be scheduled accordingly.

### **Compensation**

The work described under the Scope of Services in Exhibit A will be performed for a lump sum fee of **\$2,000**. The Client will pay Mead & Hunt the invoiced amount for the services performed under this contract.

**REV. New Sand Stockpile Area – Fargo Landfill**

September 16, 2019

**Authorization**

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of the Client and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services* which is attached and is made a part of this proposal.

We appreciate the opportunity to submit this proposal to you.

Respectfully submitted,  
MEAD & HUNT, Inc.



Gary Ness, PLS  
Project Manager  
701-566-6451

**Authorization**

Accepted by: INDUSTRIAL BUILDERS, INC.

Approved by: MEAD & HUNT, INC.

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

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

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

Name: Gary Ness

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

Title: Department Manager

*The above person is authorized to sign for Client and bind the Client to the terms hereof.*

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

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

**Exhibit A**  
**REV. New Sand Stockpile Area – Fargo Landfill**  
**Scope of Services**

Mead & Hunt will provide the following land surveying services for the area identified on the attached map:

1. Control
  - a. Check and set project control stations in this area
  
2. Documentation Surveying
  - a. Initial topographical survey of existing conditions
  - b. One final topographical survey
  
3. Deliverables
  - a. Cut/Fill reports for the quantities

**Total Lump Sum Fee: \$2,000**

**Billing & Payment**

Invoicing is monthly for work performed. Payment for services is due within 30 days from the date of the invoice. An interest rate of 1.5% per month is made on the unpaid balance starting 30 days after the invoice date.

Date of Issuance: 10/16/2019  
 Owner: City of Fargo Division of Solid Waste  
 Contractor: Industrial Builders, Inc.  
 Engineer: Wenck Associates Inc.  
 Project: Cell 19 Construction and Partial Closure

Effective Date: 10/16/2019  
 Owner's Contract No.: SW19-01  
 Contractor's Project No.: 19190  
 Engineer's Project No.: 0208-0149  
 Contract Name: Cell 19 & Partial  
 Closure Construction At Fargo Landfill

The Contract is modified as follows upon execution of this Change Order:

Description: Increase in cost to load, haul, condition and place controlled fill from north stockpile and a time extension

Attachments: *Change Order Proposal #2 – Controlled Fill Material from Stockpile and Request for Time Extension*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 2,016,010.00</u>	Original Contract Times: Substantial Completion: <u>October 15, 2019</u> Ready for Final Payment: <u>November 15, 2019</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: <u>\$ 4,000</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$ 2,020,010.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 15, 2019</u> Ready for Final Payment: <u>November 15, 2019</u> days or dates
Increase of this Change Order: <u>\$ 32,100</u>	
Contract Price incorporating this Change Order: <u>\$ 2,052,110.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 31, 2020</u> Ready for Final Payment: <u>September 30, 2020</u> dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: <u></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>Sr. Project Manager</u>
Date: <u>10/16/2019</u>	Date: _____	Date: <u>10-16-19</u>



*Industrial Builders, Inc.*

PAUL W. DIEDERICH, PRESIDENT  
 DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT

*General Contractors*

PHONE 701/282-4977 FAX 701/281-1408  
 P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

9-17-19

Wenck Associates, Inc.  
 Attn: Randy Hanson  
 3303 Fiechtner Dr S Ste 100  
 Fargo, ND 58103

Re: Change Order Proposal # 2-Controlled Fill Material from Stockpile

Item	Description	Qty	Units	Unit Price	Cost
1.	Increased Cost to Load, Haul, Condition & Place Controlled Fill from North Stockpile	15,000	CY	\$ 2.14	\$ 32,100.00

Scope: Clear vegetation from existing clay stockpile north of landfill. Load, haul, condition and place controlled fill from stockpile in cell 19 after existing clay inside of cell 19 is depleted. Quantity is an estimate only. Actual quantity to be based on field surveys. Unit price shown above is to be paid in addition to our contract bid price of \$ 4.00 / CY for Controlled Fill taken from an existing stockpile.

Breakdown of Cost:

Clear and grub existing stockpile: Dozer 5 hours @ \$ 180.00 / Hour =	\$ 900.00
Surveys and Quantity Calculations (Mead & Hunt) =	\$ 2,000.00
Increased Cost from Earthwork Operations: 15,000 CY @ \$ 1.95 / CY =	\$ 29,250.00
(See attached breakdown)	
<b>Total:</b>	<b>\$ 32,150.00</b>

Please call me at 701-282-4977 with any questions.

Sincerely,  
 INDUSTRIAL BUILDERS, INC.

Brian Meyer, Sr. Project Manager



*Industrial Builders, Inc.*

PAUL W. DIEDERICH, PRESIDENT  
 DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT



*General Contractors*

PHONE 701/282-4977 FAX 701/281-1409  
 P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

Calculation of Increased Controlled Fill Price when Hauled from Stockpile

Controlled Fill As Bid: Clay Hauled Inside Cell 19

Equipment	Rate
Scraper	\$ 210.00
Dozer	\$ 180.00
Tractor / Disc	\$ 140.00
Compactor (1/2 time)	\$ 70.00
<b>Total Hourly Rate:</b>	<b>\$ 600.00</b>

Production: 150 CY/HR

Price / CY (Bid): \$ 4.00

Controlled Fill Change Order: Clay Hauled from Stockpiles:

Excavator	\$ 200.00
Dozer	\$ 180.00
Tractor / Disc	\$ 140.00
Compactor (1/2 time)	\$ 70.00
5 Sidedumps	\$ 600.00
<b>Total Hourly Rate:</b>	<b>\$ 1,190.00</b>

Production: 200 CY/HR

New Price / CY: \$ 5.95

Increase of \$ 1.95 / SY



8 Seventh Street North  
Fargo, North Dakota 58102  
701-566-6450  
meadhunt.com

September 16, 2019

Brian Meyer  
Industrial Builders, Inc.  
1307 County Rd. 17 North  
West Fargo, ND 58078

**Project: Cell 19 Additional Surveys – Fargo Landfill**

Mr. Meyer,

**Project Understanding**

The project consists of Mead & Hunt, Inc. (Mead & Hunt) providing Industrial Builders, Inc. (Client) with Land Surveying services for the above-mentioned project and as described under the Scope of Services in Exhibit A. After receipt of authorization to proceed, Mead & Hunt shall complete the services identified in Exhibit A.

**Responsibilities of the Client**

Our Scope of Services and Compensation are based on the Client providing the following:

- Clear access to the project site for surveying
- Additional data, drawings, and/or information related to the project as requested.

**Work Not Included in the Scope of Services**

The following items are excluded from this agreement or provided by Mead & Hunt as an Additional Service only as authorized by the Client:

- Re-staking for surveyed items previously staked
- Boundary survey

**Project Schedule**

Mead & Hunt will be available to start the outlined services within 5 working days from an authorization to proceed by a signed contract and the supporting data. We request a 2-day notice with specific needs for the construction staking so the survey crews can be scheduled accordingly.

**Compensation**

The work described under the Scope of Services in Exhibit A will be performed for a lump sum fee of **\$2,000**. The Client will pay Mead & Hunt the invoiced amount for the services performed under this contract.

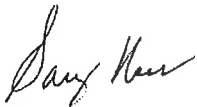
**Authorization**

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of the Client and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services* which is attached and is made a part of this proposal.

We appreciate the opportunity to submit this proposal to you.

Respectfully submitted,  
MEAD & HUNT, Inc.



Gary Ness, PLS  
Project Manager  
701-566-6451

**Authorization**

Accepted by: INDUSTRIAL BUILDERS, INC.

Approved by: MEAD & HUNT, INC.

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

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

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

Name: Gary Ness

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

Title: Department Manager

*The above person is authorized to sign for Client and bind the Client to the terms hereof.*

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

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

**Exhibit A**  
**Cell 19 Additional Surveys – Fargo Landfill**  
**Scope of Services**

Mead & Hunt will provide the following land surveying services for Cell 19:

1. Control
  - a. Check and set project control stations in this area
  
2. Documentation Surveying
  - a. Initial topographical survey of existing conditions in Cell 19 prior to hauling clay onto the site Intermediate Survey is to be taken after usable clay in Cell 19 has been depleted.
  - ~~b. One topographical survey once the clay has been hauled onto Cell 19 and we have been notified that it is ready for the survey~~
  
3. Deliverables
  - a. Cut/Fill reports for the quantities Add: Separate Quantity Calculations for Controlled Fill  
Marked changes per Gary Ness conversation 9-17-19

**Total Lump Sum Fee: \$2,000**

**Billing & Payment**

Invoicing is monthly for worked performed. Payment for services is due within 30 days from the date of the invoice. An interest rate of 1.5% per month is made on the unpaid balance starting 30 days after the invoice date.

*Industrial Builders, Inc.*

---

PAUL W. DIEDERICH, PRESIDENT  
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT



*General Contractors*

---

PHONE 701/282-4977 FAX 701/281-1409  
P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

10-22-19

Wenck Associates, Inc.  
Attn: Randy Hanson  
3303 Fiechtner Dr S Ste 100  
Fargo, ND 58103

Re: Fargo Landfill Cell 19 - SW19-01

**Request for Time Extension**

Due to the slide area on the west side of Cell 18, the east side of Cell 19 will need additional work to prepare the base and slopes for the HDPE liner and sand cushion. As a result of this and the excessively wet conditions this summer and fall, the project completion date will need to be extended into 2020. Because of the amount of the work remaining, we are asking the project completion date be extended to August 31<sup>st</sup>, 2020.

Please contact me at 701-282-4977 with any questions.

Sincerely,  
INDUSTRIAL BUILDERS, INC.

Brian Meyer, Sr. Project Manager

REPORT OF ACTION

22

**UTILITY COMMITTEE**

Project No. SW 16-03 Phase II

Type: Change Orders – SW16-03 Phase II  
Landfill Gas Expansion Project

Location: Solid Waste Division - Landfill

Date of Hearing: 10/31/19

<u>Routing</u>	<u>Date</u>
City Commission	11/4/19
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached Change Orders for SW16-03 Phase II Landfill Gas Expansion Project.

On October 8, 2018, the Commission approved the award of Project SW16-03 Phase II in a *Multiple Prime Contractor* format. The landfill gas expansion project was awarded to *Gast Construction Company Inc., Robert Gibb & Sons, and Rickard Electric Inc.* Construction on the project began in October (2018) and is scheduled for completion and startup in June of 2019. Awarded contract bid prices, change orders, and adjusted contract prices are as follows:

Contractor	Contractor	Approved Contract Price	Current Change Orders	Adjusted Contract Price
Gast Construction Co.	General Contractor (GC)	\$609,502.16	\$0.00	\$609,502.16
Robert Gibb & Sons	Mechanical Contractor (MC)	\$741,798.00	\$59,297.58	\$801,095.58
Rickard Electric	Electrical Contractor (EC)	\$542,549.98	\$4,100.24	\$546,650.22
		<b>\$1,893,850.14</b>	<b>\$63,397.82</b>	<b>\$1,957,247.96</b>

A detailed summary of each contractor recommended change order has been included in the memorandum to the Utility Committee for your review.

**MOTION:**

On a motion by Kent Costin, seconded by Scott Liudahl, the Utility Committee voted to approve the attached Change Orders for SW16-03 Phase II, Landfill Gas Compressor Station Expansion Project.


<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Anthony Gehrig, City Commissioner				X
Bruce Grubb, City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Kent Costin, Director of Finance	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, 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

**MEMORANDUM**

**To:** Utility Committee  
**From:** Terry Ludlum, Solid Waste Utility Director   
**Date:** October 25, 2019  
**Subject:** Change Orders – SW 16-03 Phase II Landfill Gas Expansion Project

On October 8, 2018, the Commission approved the award of Project SW16-03 Phase II in a *Multiple Prime Contractor* format. The landfill gas expansion project was awarded to *Gast Construction Company Inc.*, *Robert Gibb & Sons*, and *Rickard Electric Inc.* Construction on the project began in October 2018, and is scheduled for completion and startup the end of 2019. Awarded contract bid prices are as follows:

<b>Contract</b>	<b>Contractor</b>	<b>Bid Price</b>
General Contractor (GC)	Gast Construction Co.	\$580,322.00
Mechanical Contractor (MC)	Robert Gibb & Sons	\$699,950.00
Electrical Contractor (EC)	Rickard Electric	\$534,830.00
	<b>Total</b>	<b>\$1,815,102.00</b>

With previous Change Order approval, the current contract amounts would be as follows:

<b>Contract</b>	<b>Contractor</b>	<b>Bid Price</b>
General Contractor (GC)	Gast Construction Co.	\$609,502.16
Mechanical Contractor (MC)	Robert Gibb & Sons	\$741,798.00
Electrical Contractor (EC)	Rickard Electric	\$542,549.98
	<b>Total</b>	<b>\$1,893,850.14</b>

The following table shows the overall cost summary of the recommended changes by the contractors during this approval period (monthly):

<b>Change Order</b>	<b>Contractor</b>	<b>Change Order Cost</b>
MC – No. 12	Robert Gibb & Sons	\$9,636.58
MC – No. 13	Robert Gibb & Sons	\$46,300.00
MC – No. 14	Robert Gibb & Sons	\$3,361.00
EC – No. 08	Rickard Electric	\$4,100.24
	<b>Total</b>	<b>\$63,397.82</b>

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

<b>Contract</b>	<b>Contractor</b>	<b>Bid Price</b>
General Contractor (GC)	Gast Construction Co.	\$609,502.16
Mechanical Contractor	Robert Gibb & Sons	\$801,095.58
Electrical Contractor	Rickard Electric	\$546,650.22
	<b>Total</b>	<b>\$1,957,247.96</b>

To date, change orders have totaled 7.8 % of total construction costs.

### Detailed Summary of Change Orders

The project cost impact due to **Mechanical Contractor** recommended changes are as follow:

**No. 12:** Payment for North Dakota Use Tax accrued on project by Robert Gibb & Sons. Please note that Solid waste staff is working with the ND Tax Commission Office for a refund as applicable.

Cost: \$9,636.58

Reason: North Dakota State Tax Department Requirement

**No. 13:** Owner requested to supply and install a pump injection odorizer system for lines transmitting treated LFG to end users. Maintains compliance with Federal Pipeline Safety Regulations, State Pipeline Safety Regulations, and existing Maintenance Agreement with Montana Dakota Utilities. Please note system is supplied by Preco Systems (\$31,139.00), second quote by GPL Odorizer (\$80,282.00).

Cost: \$46,300.00

Reason: Required to meet *U.S. Code of Federal Regulations 192.625 (a)* A combustible gas in a distribution line must contain a natural odorant or be odorized so that at a concentration in air of one-fifth of the lower explosive limit, the gas is readily detectable by a person with a normal sense of smell.

**No. 14:** Supply and install a programmable controller to the HVAC damper control system in the Fire Riser Room. Was not included in original design plans.

Cost: \$3361.00

Reason: Requested by owner.

The project cost impact due to **Electrical Contractor** recommended changes are as follow:

**No. 08:** Provide electrical work for HVAC damper controls, pump injection odorizer system, and additional pressure sensor in LFG compression system

Cost: \$4,100.24

Reason: Requested by owner.



**Process for Amending the Contract Documents; Changes in the Work**

As provided in **Article 11** of **Project SW16-03 Specifications**, and to avoid substantial construction schedule delays, *Work Change Directives (WCD)* were issued for the additional work. Acceptance of *WCDs* by Solid Waste (City) staff are provided after review and negotiation of contractor recommended work through contractor provided *Proposal Requests*. *WCDs* have been incorporated into subsequent *Change Orders* through formal Utility Committee and City Commission approval on this project.

**Recommendation**

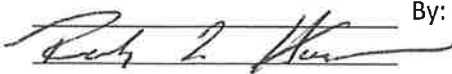

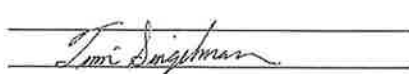
Approve the contract *Change Orders* with Robert Gibb & Sons (Mechanical Contractor), and Rickard Electric (Electrical Contractor), on Project SW16-03 Phase II Landfill Gas Expansion Project.

Date of Issuance: October 22, 2019	Effective Date: October 22, 2019
Owner: City of Fargo Division of Solid Waste	Owner's Contract No.: SW 16-03
Contractor: Robert Gibb & Sons	Contractor's Project No.:
Engineer: Wenck Associates Inc.	Engineer's Project No.: 0208-0140
Project: Landfill Gas Compression System Expansion	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Payment for North Dakota Use Tax accrued on the project.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>699,950.00</u>	Original Contract Times: Substantial Completion: <u>June 30, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates
Increase from previously approved Change Orders No. <u>0</u> to No. <u>11</u> \$ <u>41,848.00</u>	Increase from previously approved Change Orders No. to No. <u>   </u> : Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days
Contract Price prior to this Change Order: \$ <u>741,798.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days or dates
Increase of this Change Order: \$ <u>9,636.58</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>None</u> Ready for Final Payment: <u>None</u> days or dates
Contract Price incorporating this Change Order: \$ <u>751,434.58</u>	Contract Times with all Change Orders: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:		By:		By:	
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	<u>Project Manager</u>	Title	<u>   </u>	Title	<u>Estimator/Project Manager</u>
Date:	<u>October 22, 2019</u>	Date	<u>   </u>	Date	<u>October 22, 2019</u>



205 40th Street Southwest  
PO Box 10188 (58106)  
Fargo, North Dakota 58103  
Phone: 701.282.5900  
Fax: 701.281.0819

October 1, 2019

Mr. Randy Hanson  
Project Manager  
Wenck  
1800 Pioneer Creek Center  
Maple Plain, MN 55359

RE: Fargo Landfill Gas Compression System Expansion, Project NO. SW-16-03  
Use Tax

Dear Randy,

Please find list below our cost associated with ND use tax accrued. See attached.

Tax:

**Total: \$ 9,636.58**

If you have any questions please feel free to contact our office at 701.282.5900.

Sincerely,  
ROBERT GIBB & SONS

*Tim Singelmann*  
Tim Singelmann

Date of Issuance: October 23, 2019	Effective Date: October 23, 2019
Owner: City of Fargo Division of Solid Waste	Owner's Contract No.: SW 16-03
Contractor: Robert Gibb & Sons	Contractor's Project No.:
Engineer: Wenck Associates Inc.	Engineer's Project No.: 0208-0140
Project: Landfill Gas Compression System Expansion	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Supply and installation of a pump injection odorizer system for the landfill gas pipeline

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 699,950.00	Original Contract Times: Substantial Completion: <u>June 30, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates
Increase from previously approved Change Orders No. <u>0</u> to No. <u>12</u> \$ 51,484.58	Increase from previously approved Change Orders No. to No. ____: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days
Contract Price prior to this Change Order: \$ 751,434.58	Contract Times prior to this Change Order: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days or dates
Increase of this Change Order: \$ 46,300.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>None</u> Ready for Final Payment: <u>None</u> days or dates
Contract Price incorporating this Change Order: \$ 797,734.58	Contract Times with all Change Orders: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: <u></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title _____	Title <u>Estimator/Project Manager</u>
Date: <u>October 23, 2019</u>	Date _____	Date <u>October 23, 2019</u>



205 40th Street Southwest  
 PO Box 10188 (58106)  
 Fargo, North Dakota 58103  
 Phone: 701.282.5900  
 Fax: 701.281.0819

October 18, 2019

Mr. Randy Hanson  
 Project Manager  
 Wenck  
 1800 Pioneer Creek Center  
 Maple Plain, MN 55359

RE: Fargo Landfill Gas Compression System Expansion, Project NO. SW-16-03  
 Odorizer

Dear Randy,

Please find list below our cost associated with installing a pump injection odorizer per the Preco Inc. attached quote description.

Material:

Piping materials:	\$ 450
Miscellaneous material and consumables:	\$ 50
Odorixier per attached quote:	\$ 34,444
Freight:	\$ 750
Startup and Training:	\$ 1,900

Tax: \$ 2,677

Labor:

\$ 1,820

Sub Total: \$ 42,091

Overhead/Profit \$ 4,209

**Total: \$ 46,300**

- Notes:** 1. Unit will be located in the gas compression building per the attached layout plan.  
 2. Controls per Preco Inc. quote are not automated.

**Exclude:** Electrical, communication wiring and programming to generate the required 4-20 milliamp signal to operate the odorizer, nitrogen bottle and nitrogen to power the pump.

If you have any questions please feel free to contact our office at 701.282.5900.

Sincerely,  
 ROBERT GIBB & SONS

*Tim Singelmann*

Tim Singelmann

**PRECO Inc.****Product Research and Engineering Company**

607 N. 108th Circle, Omaha NE 68154-1701

10/16/2019

Mr. Cliff Boggess  
Wenck Associates**Quote# V333-3****RE: Odorizer for Fargo, ND Landfill**

Dear Cliff:

PRECO's quote for the Fargo, ND Landfill Pump Injection Odorizer is listed below. The Odorizer will include a Morgan pneumatic pump, explosion proof solenoid valves, liquid odorant filter, pneumatic timer that will serve as backup in case of a power failure. The unit will include stainless steel tubing and stainless steel Swagelok valves and fittings. The unit will have a 110 VAC Explosion Proof Control Box with a M System Frequency Converter, a SSAC Controller, a pulse counter and power supply converter to convert 110 VAC to 12 VDC. PRECO is assuming a flow computer will generate a 4-20 milliamp signal that will result in one pulse to the SSAC Controller every 1,000 cubic feet corrected. Also included is a sight feed indicator that will verify odorant drips into the pipeline. The odorizer will have a 10 inch ASME Certified Day Tank and 100 Gallon ASME Certified Bulk Tank and Galvanized Containment. The unit will include an assembly for allowing nitrogen to power the pump. The nitrogen assembly includes regulators, fittings and hose. It will not include nitrogen.

Pump Injection Odorizer System with Morgan HD312 (5/16") Pump, 10 Inch Day Tank, Pneumatic Backup Timer	\$	21,868
110 VAC Explosion Proof Control Box and Stand	\$	6,529
100 Gallon Bulk Tank and Containment	\$	5,484
Nitrogen Assembly	\$	563
<b>Total</b>	<b>\$</b>	<b>34,444</b>

One day start up assistance and training are available for \$1,900.

The estimated shipping cost is \$750.

The controls for this unit will not be automated.

PRECO can provide optional one day startup instruction and assistance upon request.

The above price does not include shipping.

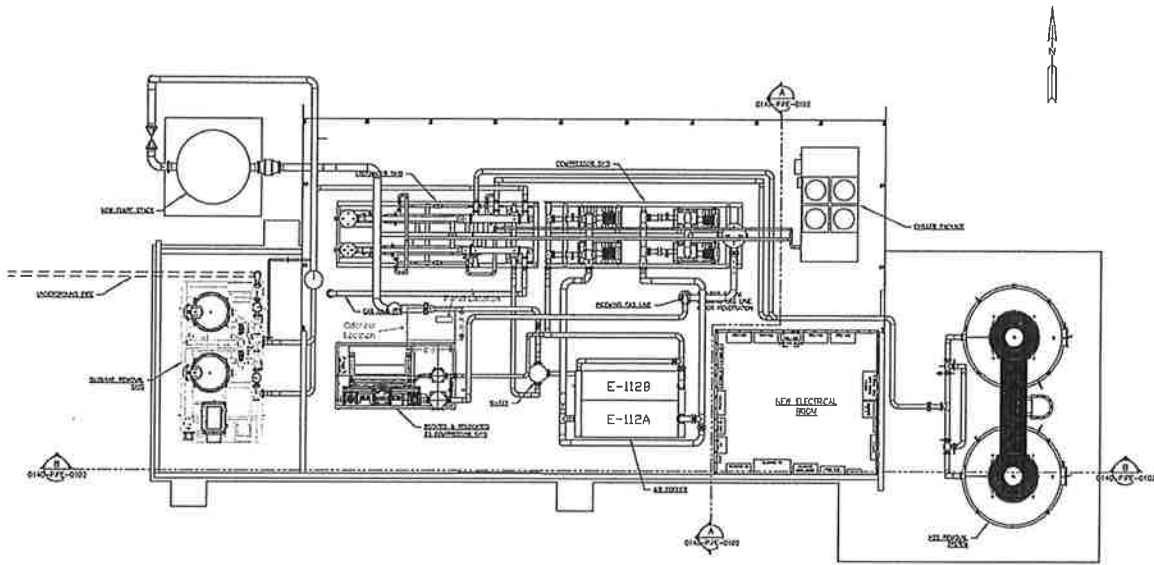
This quotation is valid for 90 days.

Please allow 8 to 10 weeks after receipt of purchase order.

If you have any questions or changes please advise me.

Sincerely,

Matthew J. Mimick  
President



NORTH  
**PIPING LAYOUT**  
 BUILDING STAR EL. 100'-0"

NO.	DATE	DESCRIPTION	BY	CHECKED	DATE	PROJECT	CLIENT	PROJECT NO.
1		DESIGN						
2		REVISION						
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LANDFILL GAS COMPRESSION  
 SYSTEM APPROXIMATE  
 PIPING PLAN  
**CITY OF FARGO LANDFILL**  
 4501 7TH AVE. N. FARGO, ND  
 PROJECT NO. 0140-PIPE-0101

Date of Issuance: October 23, 2019      Effective Date: October 23, 2019  
 Owner: City of Fargo Division of Solid Waste      Owner's Contract No.: SW 16-03  
 Contractor: Robert Gibb & Sons      Contractor's Project No.:  
 Engineer: Wenck Associates Inc.      Engineer's Project No.: 0208-0140  
 Project: Landfill Gas Compression System Expansion      Contract Name:

The Contract is modified as follows upon execution of this Change Order:  
 Supply and installation of a programmable controller to control the HVAC damper in the Fire Riser Room.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>699,950.00</u>	Original Contract Times: Substantial Completion: <u>June 30, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates
Increase from previously approved Change Orders No. <u>0</u> to No. <u>13</u> \$ <u>97,784.58</u>	Increase from previously approved Change Orders No. to No. <u>   </u> : Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days
Contract Price prior to this Change Order: \$ <u>797,734.58</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days or dates
Increase of this Change Order: \$ <u>3,361.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>None</u> Ready for Final Payment: <u>None</u> days or dates
Contract Price incorporating this Change Order: \$ <u>801,095.58</u>	Contract Times with all Change Orders: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: <u></u>	By: <u></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>   </u>	Title: <u>Estimator/Project Manager</u>
Date: <u>October 23, 2019</u>	Date: <u>   </u>	Date: <u>October 23, 2019</u>





205 40th Street Southwest  
 PO Box 10188 (58106)  
 Fargo, North Dakota 58103  
 Phone: 701.282.5900  
 Fax: 701.281.0819

October 4, 2019

Mr. Randy Hanson  
 Project Manager  
 Wenck  
 1800 Pioneer Creek Center  
 Maple Plain, MN 55359

RE: Fargo Landfill Gas Compression System Expansion, Project NO. SW-16-03  
 Damper Control for Compressor Room

Dear Randy,

Please find list below our cost associated with installing a programmable controller to control the damper for the compressor room.

Material:

Miscellaneous hardware:	\$ 100
Programmable Controller/enclosure & 2 pick ports:	\$ 1,960
Tax:	\$ 155

Labor:	<u>\$ 840</u>
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Sub Total:	\$ 3,055
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Overhead/Profit	\$ 306
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<b>Total:</b>	<b><u>\$ 3,361</u></b>
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**Note:** Electrical is not included in this quote. REI will be providing a quote for that directly.

If you have any questions please feel free to contact our office at 701.282.5900.

Sincerely,  
 ROBERT GIBB & SONS

*Tim Singelmann*  
 Tim Singelmann

Date of Issuance: October 23, 2019      Effective Date: October 23, 2019  
 Owner: City of Fargo Division of Solid Waste      Owner's Contract No.: SW 16-03  
 Contractor: Rickard Electric      Contractor's Project No.:  
 Engineer: Wenck Associates Inc.      Engineer's Project No.: 0208-0140  
 Project: Landfill Gas Compression System Expansion      Contract Name:

The Contract is modified as follows upon execution of this Change Order:

1. Provide electrical work to supply conduit runs for the damper controls of the fire riser room (+\$931.60).
2. Provide electrical work for operation of pump injection odorizer (+\$2,547.34).
3. Provide electrical work for additional pressure sensor as requested by City of Fargo (+\$621.30).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ <u>534,830.00</u>	Original Contract Times: Substantial Completion: <u>June 30, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates
Increase from previously approved Change Orders No. <u>0</u> to No. <u>7</u> :  \$ <u>4,380.07</u>	Increase from previously approved Change Orders No. <u>0</u> to No. <u>7</u> : Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days
Contract Price prior to this Change Order:  \$ <u>542,549.98</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days or dates
Increase of this Change Order:  \$ <u>4,100.24</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order:  \$ <u>546,650.22</u>	Contract Times with all Change Orders: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days or dates

RECOMMENDED: By: <u></u> _____ Engineer (if required) Title: <u>Project Manager</u> Date: <u>October 23, 2019</u>	ACCEPTED: By: _____ _____ Owner (Authorized Signature) Title _____ Date _____	ACCEPTED: By: <u></u> _____ Contractor (Authorized Signature) Title: <u>President</u> Date: <u>10/23/2019</u>
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REPORT OF ACTION

23

**UTILITY COMMITTEE**

Project No. WA1301

Type: Project WA1301 Change  
Orders – Mechanical Contract

Location: Water Treatment Plant Expansion

Date of Hearing: 10/31/19

<u>Routing</u>	<u>Date</u>
City Commission	11/4/19
Project File	

Troy Hall, Water Utility Director, presented the attached memo related to change orders for Membrane Water Treatment Plant (MWTP) construction with Wrigley Mechanical, Inc. (Wrigley), the Mechanical Contractor. This change order is needed to address building heating system deficiencies and for installation of a sump pump system in the MWTP. The total proposed cost increase is \$500,160.68. Because the heating corrections are needed due to HVAC design issues, Black & Veatch (engineering consultant) will be contributing an estimated \$262,770.47 to cover the installation labor for the changes. The Water Utility will be responsible for the materials at a cost of \$212,084.84. Water Utility staff suggests that this is a reasonable solution and an honorable approach by Black & Veatch. This should be the final change order for the MWTP construction from any contractor and Water Utility staff recommends approval. The MWTP has been fully operational since June, 2019.

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 final change order costs for the MWTP will total an increase of 5.52% from the original bid price. However, only 3.95% is attributed to errors/omissions and other minor changes typical in a construction project. The other 1.57% of changes were implemented related to capacity increases due to the West Fargo Water Service agreement and project contributions from Black & Veatch. For overall cost change orders, Water Utility staff also suggests that we are finishing the MWTP project in the mid-range of industry average and at a reasonable level.

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
<b>TOTAL</b>		<b>\$103,690,295.00</b>

The following table shows the overall cost summary of the recommended changes 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.	N/A	\$0.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	19	\$500,160.68
No. 3 – Electrical Construction	JDP Electric, Inc.	N/A	\$0.00
<b>TOTAL</b>			<b>\$500,160.68</b>

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.	\$82,877,172.16
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$8,835,264.06
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,701,830.57
<b>TOTAL</b>		<b>\$109,414,266.79</b>

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. Project funding needs beyond the SRF loan capacity are recommended to be shifted from a budgeted 2019 water tower reconditioning project that will not be completed in 2019.

**MOTION:**

On a motion by Brenda Derrig, seconded by Mark Miller, the Utility Committee voted to approve the proposed change order with the Mechanical Contractor in the total amount of \$500,160.68 for Membrane Water Treatment Plant construction.

<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				
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, 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			
Brenda Derrig, City Engineer	X			

ATTEST:

  
 \_\_\_\_\_  
 Troy B. Hall  
 Water Utility Director

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

MEMORANDUM

October 30, 2019

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 the Mechanical Contractor at this time to address heating system issues. A letter of explanation from AE2S and change order forms are attached. The MWTP has been fully operational since June, 2019. This is expected to be the final change order for the MWTP. Water Utility staff has a goal of having the project completely closed out by March, 2020. From initial planning to full operation, the MWTP project has taken about nine years in total.

The new MWTP has been beneficial in handling difficult to treat source water. With the new Reverse Osmosis process, customers are receiving improved water quality at their taps. The Water Utility is also using new water quality instrumentation associated with the MWTP to monitor performance in the control system.



View of the new MWTP from 13<sup>th</sup> Avenue South. The MWTP has been fully operational since June, 2019.

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
<b>TOTAL</b>		<b>\$103,690,295.00</b>

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.	\$82,877,172.16
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$8,335,103.38
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,701,830.57
<b>TOTAL</b>		<b>\$108,914,106.11</b>

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.	N/A	\$0.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	19	\$500,160.68
No. 3 – Electrical Construction	JDP Electric, Inc.	N/A	\$0.00
<b>TOTAL</b>			<b>\$500,160.68</b>

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.	\$82,877,172.16
No. 2 – Mechanical Construction***	Wrigley Mechanical, Inc.	\$8,835,264.06
No. 3 – Electrical Construction**	JDP Electric, Inc.	\$17,701,830.57
<b>TOTAL</b>		<b>\$109,414,266.79</b>

\*Contract with General Contractor is final and has been closed out.

\*\*Contract with Electrical Contractor will be final once punch list items are complete, no additional changes.

\*\*\* Contract with Mechanical Contractor will be final and closed out pending approval of this change order.

#### **MWTP Project Status Related Change Orders and Overall Cost**

The MWTP has been fully operational since June, 2019. Contractors have been mostly off site since early-2019. The Mechanical Contractor is currently on site installing heating system modifications. The General Contract is final and closed out. The Electrical Contract should be closed soon. The currently proposed change

order with Wrigley Mechanical, Inc. will allow installation of needed HVAC changes, allowing contract closure once the heating system changes are complete.

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: **5.04%**
- Adjusted Value Prior to Current CO Recommendations: **3.72%**
- After Current CO Recommendations: **5.52%**
- Adjusted Value After Current CO Recommendations: **3.95%**
- Total Adjusted Value Dollar Amount: \$1,632,355.47 (Different funding source)
  - Generator Switchgear – West Fargo: \$137,816.00 (previously approved CO)
  - 7<sup>th</sup> Reverse Osmosis Train – West Fargo: \$1,068,769.00 (previously approved CO)
  - Black & Veatch contribution to HVAC Changes #1: \$163,000
  - Black & Veatch contribution to HVAC Changes #2: \$262,770.47

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 needed to gauge what design adjustments should be recommended for the MWTP, looking at the best long-term interest of the City and customers.

Black & Veatch is the engineering consultant responsible for the HVAC system design in the MWTP. Due to some staffing changes at Black & Veatch during the MWTP final design phase, the operation of the HVAC system has resulted in cold treatment process areas during winter. In an honorable approach to remedy this, Black & Veatch will be paying for the contractor labor in this final change order. This project contribution will be approximately \$262,770.47 from Black & Veatch. The Water Utility will pay for materials or an estimated \$212,084.84. The materials cost would have increased the original Mechanical bid for the MWTP. So, this approach appears reasonable. From a contract perspective, the Water Utility pay the Wrigley the full amount of the change order. Black & Veatch will pay the City of Fargo directly for the agreed amount.

**Detailed Summary of Change Orders**

The cost impact to Contract No. 2 with Wrigley Mechanical, Inc. is summarized in the following:

<b><u>No.</u></b>	<b><u>Item</u></b>	<b><u>Cost</u></b>	<b><u>Reason</u></b>
1	Lower Level Sump Pit	\$25,305.37	Water Seepage
2	Heating Additions	\$474,855.31	Address Cold Areas
<b>Total – Contract No. 2 Change for Change Order No. 19</b>		<b>\$500,160.68</b>	

Plan of Financing

The contract changes under this agenda item will result in an overall cost increase of \$500,160.68 for MWTP construction. The project has been 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. SRF loan funds will be exhausted once final project closeout is complete and SRF reimbursements are received. The required funding to close out the project will exceed the remaining loan amount. A budget-approved water tower reconditioning project for 2019 has been delayed. Water Utility staff recommends using the approved 2019 funding for this water tower project to complete the MWTP close-out.

The final MWTP project cost was estimated before project completion to determine the final SRF loan amount. Per agreement with the HVAC consultants, Black & Veatch will pay for labor of the heating changes in the change order. Fund 501 will cover the labor.

**SUGGESTED MOTION:**

Approve the contract change order with the Wrigley Mechanical, Inc. in the total amount of \$500,160.68 for construction of the MWTP.

Your consideration in this matter is greatly appreciated.





October 25, 2019

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

**Re: Change Order No. 19  
Contract No. 2 Fargo Membrane WTP and Improvements  
City of Fargo Project #WA1301**

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 19 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. During construction it was observed that water was seeping through the lower level floor by following the electrical conduits. To stop this a sump pit was added in the lower level near the electrical room to essentially lower the ground water table below the building and reduce the chance of ground water pushing up through the conduits. The sump was installed this spring and through the wet summer with the sump pit in operation there was no evidence of water seeping up through the conduits in the lower level.
2. During the winter of 2018-2019, the operations staff started noticing cold space temperatures in several process areas of the new Membrane WTP expansion. It was noted that the temperatures in several process areas was low due to the cold process water flow through pipes in the rooms. Alternatives were evaluated and it was determined that additional heating was required to increase ambient air temperatures in these areas. It was determined that the boiler system had spare heating capacity and but additional HVAC work was required to provide supplemental heat to the desired areas. In areas of the plant where supplemental hydronic system wasn't available, gas fired unit heaters, electric unit heaters, or re-stratification fans will be provided. Work included the following:
  - Addition of 3<sup>rd</sup> hydronic heating loop to serve as supplemental heat to RO Pump Room, Taste & Odor Room, UF Lower Level, and Lower Level Hallways;
  - Rebalancing of hydronic unit heaters in UF Lower Level, RO Pump Room, RO Degassifier Area, Filtrate Pump Room, and RO Skid Room;
  - Addition of Gas Fired Unit Heaters in Strainer Hallway, UF Upper Level, and RO Skid Room;
  - Addition of Restratification Fans in UF Upper Level;

Re: **Change Order No. 19**  
**Contract No. 2 Fargo Membrane WTP and Improvements**  
**City of Fargo Project #WA1301**

October 25, 2019

Page 2 of 2

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- Addition of Electric Unit Heater in Sulfuric Acid Room;
- Addition of FRP Duct in Sulfuric Acid Room; and
- Addition of piping, electrical work, and ancillary work to facilitate improvements detailed above.

The cost impact to Contract No. 2 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. Lower Level Sump Pit	\$25,305.37
2. Heating Additions	\$474,855.31
<b>Total for Change Order No. 19 =</b>	<b>\$500,160.68</b>

Upon the City of Fargo's acceptance of Change Order No. 19, 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 Wrigley Mechanical, Inc. 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

# Change Order

No. 19

Date of Issuance: 11/04/2019 Effective Date: 11/04/2019

Project: Fargo Membrane WTP and Improvements	Owner: City of Fargo	Owner's Contract No.: WA1301
Contract: Contract No. 2 – Mechanical Construction		Date of Contract: 04/27/2015
Contractor: Wrigley Mechanical Inc.		Engineer's Project No.: P00803-2009-25

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: See attached Description of Work.

Attachments: Description of Work  
Supporting documents for Change Order Items

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>6,824,000.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>18</u> :  \$ <u>1,511,103.38</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ : — Substantial completion (days): _____ — Ready for final payment (days): _____
Contract Price prior to this Change Order:  \$ <u>8,335,103.38</u>	Contract Times prior to this Change Order: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:  \$ <u>500,160.68</u>	[Increase] [Decrease] of this Change Order: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:  \$ <u>8,835,264.06</u>	Contract Times with all approved Change Orders: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

REPORT OF ACTION

24

**UTILITY COMMITTEE**

Project No. WA1906

Type: Bid Award for Project WA1906

Location: Water Towers 4 and 7 in Fargo

Date of Hearing: 10/31/19

<u>Routing</u>	<u>Date</u>
City Commission	11/4/19
Project File	

Troy Hall, Water Utility Director, presented the attached memo regarding the bid opening for Project WA1906. This is for reconditioning work at two water towers in 2020. The bid opening took place on Wednesday, January 11, 2017. Four bids were opened. The bid information is as follows:

<u>Contractor</u>	<u>Total Bid Amount</u>
Classic Protective Coatings, Inc.	\$1,573,925
Maguire Iron, Inc.	\$2,485,800
Osseo Construction Company, Inc.	Not Opened. No Contractor's License.
TMI Coatings, Inc.	\$2,059,000
Viking Painting, Inc.	\$1,610,750

Engineer's Estimate: \$1,627,125


Classic Protective Coatings, Inc. met all bid requirement and was below the engineer's estimate by about 3.3 percent. Water Utility staff recommended bid award to Classic Protective Coatings, Inc.

**MOTION:**

On a motion by Ben Dow, seconded by Mark Miller, the Utility Committee voted to award Classic Protective Coatings, Inc. the bid for Project WA1906 in the amount of \$1,573,925.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
				<u>Proxy</u>
Anthony Gehrig, City Commissioner	X			
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, 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			
Brenda Derrig, City Engineer	X			

ATTEST:

  
 \_\_\_\_\_  
 Troy B. Hall  
 Water Utility Director

Page 205 Tim Mahoney, Mayor  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Grindberg

**MEMORANDUM**  
October 25, 2019

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**To:** Utility Committee

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

**Re:** Bid Award – Water Towers 4 and 7 Reconditioning, Project WA1906

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**Introduction**

Construction bids were opened at 11:30 AM, local time, on Wednesday, October 9, 2019, for Project WA1906, Fargo Water Tower 4 & 7 Reconditioning Project. Five (5) bids were received from contractors, but only four (4) were opened that had all of the proper bid documentation. See attached Engineer's Bid Review and Award Recommendation. Water Utility Staff is recommending award to the lowest bidder, Classic Protective Coatings, Inc. (Classic). The bid amount was \$1,573,925. The Engineer's Estimate was \$1,627,125. The lowest bid was \$53,200 under the estimate, which is 3.3% below estimate. It is recommended that funding for this reconditioning work come from Infrastructure Sales Tax (Fund 450), per the 2020 budget. Tower reconditioning is in the 20-year Capital Improvement Plan (CIP) for the Water Utility and in the 2020 budget. Construction will occur in 2020. For Water Tower 4, FAA-allowed lighting will be used instead of red/white striping. The City of Fargo logo will be on both water towers.



**Water Tower 4 in North Fargo has Federal Aviation Administration (FAA) Requirements.**

**Bid Results**

Construction bids were opened at 11:30 AM, local time, on Wednesday, October 9, 2019, for Project WA1906. Bid results are shown below.

<b><u>Contractor</u></b>	<b><u>Total Bid Amount</u></b>
Classic Protective Coatings, Inc.	\$1,573,925
Maguire Iron, Inc.	\$2,485,800
Osseo Construction Company, Inc.	Not Opened. No Contractor's License.
TMI Coatings, Inc.	\$2,059,000
Viking Painting, Inc.	\$1,610,750

**Plan of Financing**

It is recommended that the funding for this project come from Infrastructure Sales Tax (Fund 450). Within the 2020 budget, there is a line item in amount of \$1,550,000 for water tower rehabilitation of Water Towers 4 and 7.

**SUGGESTED MOTION:**

Award Classic Protective Coatings, Inc. the bid for water tower reconditioning of Water Towers 4 and 7 in the amount of \$1,573,925.

Your consideration in this matter is greatly appreciated.

October 10, 2019

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

**Re: Fargo Water Tower Nos. 4 and 7 Reconditioning  
Engineer's Bid Review and Award Recommendation**

Dear Mr. Hall:

Bids were received at 11:30 a.m. on Wednesday, October 9, 2019 at the City Hall and opened immediately for the above referenced project. A total of five (5) different bidders submitted sealed bids. Four (4) of the bids that were submitted met all of the prescribed requirements and were opened and read aloud. The bid submitted by Osseo Construction Co., Inc. included a Certificate of Good Standing and not a copy of the valid North Dakota Contractor's License in the Bid Security Envelope attached to the outside of the Bid Envelope as required by the bidding documents so that bid envelope was not opened but instead will be returned to the bidder. A bid tabulation summarizing the bids received is attached to this letter for your review.

The project was bid as a single contract, Contract No. 1 – General Construction. Based on a review of the bids, the apparent low bid is from, Classic Protective Coatings, Inc. in the amount of \$1,573,925.00 for Contract No. 1 – General Construction. The Engineer's construction estimate for this project is \$1,627,125.00. The project team recommends award of Contract No. 1 – General Construction to Classic Protective Coatings, Inc. in the amount of \$1,573,925.00.

Thank you for the opportunity to assist the City of Fargo with this important project. Should you have any comments or questions regarding the bid results or the project in general, please do not hesitate to contact me at (701) 364-9111.

Respectfully Submitted,

AE2S



Kevin M. Johnson, PE  
Project Engineer

Attachments





**Fargo Water Tower Nos. 4 and 7 Reconditioning**  
**City of Fargo, ND**  
**AE2S Project No. P00803-2019-013**  
**Bid Opening 11:30 am, October 9, 2019**

<b>Contractor</b>		<b>Acknowledge Addenda 1</b>	<b>Contractor's License</b>	<b>Bid Bond</b>	<b>Total Bid Amount</b>
1	Classic Protective Coatings, Inc.	✓	✓	✓	\$1,573,925.00
2	Maguire Iron, Inc.	✓	✓	✓	\$2,485,800.00
3	Osseo Construction Co., Inc.	✓		✓	Not Opened. No Contractor's License.
4	TMI Coatings, Inc.	✓	✓	✓	\$2,059,000.00
5	Viking Painting, Inc.	✓	✓	✓	\$1,610,750.00
6					
7					
8					
9					
10					
	<i>Engineer's Estimate</i>				\$1,627,125.00



Advanced Engineering and Environmental Services, Inc.  
 4170 28th Avenue South  
 Fargo, ND 58104  
 Tel: 701-364-9111

True Tabulation of Bids  
 Respectfully Submitted by:

  
 Kevin Johnson, PE

REPORT OF ACTION

25

**UTILITY COMMITTEE**

Project No. WA1951

Type: Project WA1951 Change Orders – Raw Water Valves

Location: Water Treatment Plant East Side

Date of Hearing: 10/31/19

<u>Routing</u>	<u>Date</u>
City Commission	11/4/19
Project File	

Troy Hall, Water Utility Director, presented the attached memo related to change orders with CC Steel in Project WA1951 for Raw Water Valve replacement. As described in the attached memo, this change order covers two Work Change Directives already reviewed and approved by the Finance Committee:

- Work Change Directive #1: 42-inch Pipe Repair Kit Components
- Work Change Directive #2: Regulatory Water Sample Tap Relocations

The change order also covers added contractor work due to interference with a Natural Gas Line.

Water Utility staff recommends approval of this change order in the total amount of 119,789.13.

Water Utility staff recommends this change order be paid with Fund 501/Division 3055 according to the 2019 budget line for Raw Water Valves, Project WA1951. A WTP softening basin rehabilitation project budgeted for 2019 will not be completed this year. These budgeted funds will cover the added cost of the raw water valve project plus the proposed change order.

**MOTION:**

On a motion by Terry Ludlum, seconded by Kent Costin, the Utility Committee voted to approve the proposed change order with CC Steel in the total amount of \$119,789.13 for contract changes with Project WA1951, Raw Water Valve Improvements.

<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				
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, 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			
Brenda Derrig, City Engineer	X			

ATTEST:

  
 \_\_\_\_\_  
 Troy B. Hall  
 Water Utility Director

Page 211 Tim Mahoney, Mayor  
Commissioner Grindberg  
Commissioner Piepkorn  
Commissioner Strand

**MEMORANDUM**  
October 25, 2019

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**To:** Utility Committee

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

**Re:** Project WA1951 Change Orders – Raw Water Valve Improvements

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**Introduction**

Attached, please find a proposed change order with CC Steel under project WA1951, Raw Water Valve Improvements. Project WA1951 focuses on replacing old and faulty Water Treatment Plant (WTP) influent valves and will improve raw water flow control between the Lime Soften WTP and Membrane WTP. This change order covers two (2) Work Change Directives (WCDs) and, also, moving a natural gas line. The gas line interferes with the planned layout of the raw water valve project. An attached cover letter from AE2S describes the change order items in detail. The change order cost is \$119,789.13. Project WA1951 is a rate-funded project (Fund 501/Division 3055) and listed project in the 2019 Water Utility budget. WA1951 for raw water valves was a recommendation of the Facility Plan Phase 2, completed by AE2S and Black & Veatch in about 2016.



Water sample line modifications has alleviated air issues that resulted in sample pump stoppage and noise interference with instrumentation monitoring EPA-regulated parameters.

**Work Change Directive (WCD) #1:** As described in the attached AE2S cover letter, WCD #1 purchased repair kit components for 42-inch diameter pipe. Raw water piping and finished water piping on the WTP campus are 42-inch diameter. In the event of a contractor hit and other failure, we will have a 42-inch repair kit readily available. If not used for the current construction projects, the repair kit components will be in Water Utility inventory for future issues. These large pipes are mission critical for water delivery to customers.

**Work Change Directive (WCD) #2:** This change addresses air bubble interference in EPA-regulated sample streams associated with Membrane WTP construction. This work is considered urgent by Water Utility personnel because air was interfering with monitoring for primary EPA water quality standards. Water Utility staff managed the problems over the summer, but the short-term fixes would not have worked in winter and needed a proper, long-term solution.

Both of the Work Change Directives were previously brought to and approved by the Finance Committee for the City of Fargo.

### Plan of Financing

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

### **SUGGESTED MOTION:**

Approve Change Order No. 1 with CC Steel in the amount of \$119,789.13 under Project WA1951.

Your consideration in this matter is greatly appreciated.



October 18, 2019

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

**Re: Fargo Raw Water Valve Improvements - City Project WA1951  
Construction Change Order No. 1**

Dear Mr. Hall:

CC Steel has requested a change order for the above-mentioned project. The change order is to include the work of Work Change Directive No. 1 and No. 2 and also for work associated with the relocation of an existing 4-inch gas pipeline at the site. Work Change Directive No. 1 includes the furnishing of materials for a "42-inch Emergency Repair Kit" for the City to have on-hand in the event it is ever needed to repair the existing 42-inch ductile iron pipelines located on the WTP campus. Work Change Directive No. 2 includes the work associated with the installation of three (3) new sample taps on the existing three finished water pipelines on the WTP campus. The cost for Work Change Directive No. 1 was submitted by CC Steel and includes the cost for the materials, taxes, and a minimal contractor handling and delivery charge. Three quotes were requested from area contractors to complete the work of Work Change Directive No. 2 and the lowest quote was submitted by CC Steel in the amount of \$95,000. CC Steel submitted the cost of \$6,100.00 for work associated with relocating the 4-inch gas pipeline at the site and includes approximately one day of work to excavate the pipeline, move it out of the way during excavation, vault, pipeline, and backfilling work and then reinstalling the pipeline during backfilling.

CC Steel has requested that the Substantial Completion date be changed from the contracted date of November 1, 2019 to November 23, 2019 due to delays in delivery of the pipe and valve materials as well as the additional time required to excavate, secure, and backfill the 4-inch gas pipeline. CC Steel has requested to change the Final Completion date from the contracted date of November 30, 2019 to June 1, 2020. The additional time in the spring will allow time for possible settlement of backfilled sites to occur as well as proper installation of topsoil, seed/sod, trees, sprinkler/irrigation system equipment, and concrete sidewalk work. The construction contract total, as a result of this change order, is expected to increase \$119,789.13 for a total of \$1,074,539.13.

Upon the City of Fargo's acceptance of Change Order No. 1, please sign and date. Return a scanned copy of the formal change order form containing all signatures to AE2S. AE2S will forward the signed copy to the contractor and will retain a copy for our records. AE2S greatly appreciates the opportunity to assist the City with construction phase services for the project. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

**AE2S**

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

Kevin Johnson, PE  
Project Engineer

# Change Order

No. 1

Date of Issuance: 10/18/2019 Effective Date: 10/18/2019

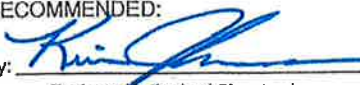
Project: Fargo WTP Raw Water Valve Improvements	Owner: City of Fargo, ND	Owner's Contract No.: WA1951
Contract: General Construction		Date of Contract: 05/07/2019
Contractor: CC Steel, Inc.		Engineer's Project No.: P00803-2018-027

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: This change order includes work completed under Work Change Directive Nos. 1 and 2 for the project. Work Change Directive No. 1 included the furnishing and delivery of materials for a "42-inch Emergency Repair Kit" to have on-hand for future possible pipeline repairs. Work Change Directive No. 2 included work to install three (3) new sample taps on three (3) existing finished water pipelines that discharge from the Water Treatment Plant. This Change Order also includes the cost to relocate an existing 4-inch gas line at the site.

Attachments: Work Change Directive Nos. 1 and 2 and email correspondence regarding the gas line.

<u>CHANGE IN CONTRACT PRICE:</u>	<u>CHANGE IN CONTRACT TIMES:</u>
Original Contract Price:  \$ <u>954,750.00</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>November 1, 2019</u> Ready for final payment (days or date): <u>November 30, 2019</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :  \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ : Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order:  \$ <u>954,750.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>November 1, 2019</u> Ready for final payment (days or date): <u>November 30, 2019</u>
[Increase] [Decrease] of this Change Order:  \$ <u>119,789.13</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>November 23, 2019</u> Ready for final payment (days or date): <u>June 1, 2020</u>
Contract Price Incorporating this Change Order:  \$ <u>1,074,539.13</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>November 23, 2019</u> Ready for final payment (days or date): <u>June 1, 2020</u>

RECOMMENDED: By:  Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: _____ Contractor (Authorized Signature)
Date: <u>10-18-19</u>	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	Date: _____	

Date of Issuance:	<u>9/23/19</u>	Effective Date:	<u>9/23/19</u>
Owner:	<u>City of Fargo, North Dakota</u>	Owner's Contract No.:	<u>WA1951</u>
Contractor:	<u>CC Steel, LLC</u>	Contractor's Project No.:	<u></u>
Engineer:	<u>AE2S</u>	Engineer's Project No.:	<u>P00803-2018-027</u>
Project:	<u>Fargo WTP Raw Water Valve Improvements</u>	Contract Name:	<u>Contract No. 1 – General Construction</u>

Contractor is directed to proceed promptly with the following change(s):

**Description:**

This work change directive includes the furnishing and delivery of a "42-inch Emergency Repair Kit" consisting of one (1) 10 foot length of plain end by plain end, minimum CL 150, ductile iron pipe; two (2) 42-inch MJ Long Sleeve L/ACC Couplings; and four (4) 42-inch, 3,000P Series DI Restraints w/ Gaskets and 1-1/4x8-1/2 304SS T-Bolts and Nuts. All nuts, bolts, and connecting hardware shall be stainless steel.

42" DI Pipe 1'0" PEXPE 1@\$4,200.00 = \$4,200.00  
 42" MJ Long Sleeve L/ACC 2@\$2,080.20/ea = \$4,160.40  
 42" 3,000P Series DI Restraint & Acc 4@\$2,139.93/ea = \$8,559.72  
 Subtotal = \$16,920.12  
 Tax (7.5%) = \$1,269.01  
 Subtotal with tax = \$18,189.13  
 Contractor Handling and Delivery = \$500.00  
 Estimated Change Order Total = **\$18,689.13**

**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: *[check one or both of the following]*

- 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 \$ \$18,689.13 [increase].  
 Contract Time 0 days [no change].

**Basis of estimated change in Contract Price:**

- Lump Sum
- Cost of the Work
- Unit Price
- Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: <u></u>	By: <u></u>	By: <u></u>
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: <u>Water Utility Director</u>	Title: <u>CEO</u>
Date: <u>9-23-19</u>	Date: <u>9-24-19</u>	Date: <u>9/24/2019</u>



Date of Issuance:	<u>9/23/19</u>	Effective Date:	<u>9/23/19</u>
Owner:	<u>City of Fargo, North Dakota</u>	Owner's Contract No.:	<u>WA1951</u>
Contractor:	<u>CC Steel, LLC</u>	Contractor's Project No.:	
Engineer:	<u>AE2S</u>	Engineer's Project No.:	<u>P00803-2018-027</u>
Project:	<u>Fargo WTP Raw Water Valve Improvements</u>	Contract Name:	<u>Contract No. 1 - General Construction</u>

Contractor is directed to proceed promptly with the following change(s):

**Description:**  
 This work change directive includes work to complete improvements to the three (3) existing buried finished water sample lines at the Fargo Water Treatment Plant. The existing samples contain a significant amount of air and these improvements will relocate the sample taps on each of the three finished water pipelines at a lower angle to minimize the potential for air in the lines. Attached is a bid proposal from the Contractor to complete the proposed improvements and drawings outlining the proposed improvements.

**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: *[check one or both of the following]*

- 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 \$ \$95,000.00 [increase].  
 Contract Time 0 days [no change].

**Basis of estimated change in Contract Price:**

- Lump Sum
- Cost of the Work
- Unit Price
- Other

<b>RECOMMENDED:</b>		<b>AUTHORIZED BY:</b>		<b>RECEIVED:</b>
By: <u></u>	By: <u></u>	By: <u></u>		
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)		
Title: <u>Project Engineer</u>	Title: <u>Water Utility Director</u>	Title: <u>CEO</u>		
Date: <u>9-23-19</u>	Date: <u>9-27-19</u>	Date: <u>9/24/2019</u>		

**Kevin Johnson**

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**From:** mike@ccsteel.com  
**Sent:** Thursday, October 10, 2019 10:56 AM  
**To:** Kevin Johnson; Ryan Grubb  
**Cc:** q Kevin Trio  
**Subject:** FWTP- Xcel gas line WCD.

Kevin/Ryan-

Per Article 11 we ask for a Change Order. On Wednesday October 2nd CC Steel discovered that a undisclosed 4" gas line service ran directly through the proposed Red River vault. CC Steel was asked to excavate and move the existing line in attempt to move it out of existing location. CC Steel performed that task utilizing a 4 man crew and 2 excavators on Oct. 9. We were successfully able to move the line against the building and strapped it to the wall to allow for the completion of our work. Moving forward we will need to excavate the gas line back to the south into its existing approx. location and then relocate it to the east side of the Red River vault to allow for future expansions of the water plant. We will complete this gas line move for \$6,100. This cost **DOES NOT** cover the additional restoration and irrigation work to be performed in spring. The main irrigation system control wiring was in the gas line excavation and was destroyed. We acknowledge when the gas line is permanently moved AE2S wishes to survey the line in its exact location prior top back fill.

We also ask to address the substantial and final completion dates of the contract. Due to the procurement of materials and other work asked to be performed at the WTP we were unable to start this project until October 7th. We would ask for the substantial completion be moved to Nov. 22nd (3 Weeks) and the final completion to June 1st.

I am waiting for an estimate on the front irrigation system and then I will address that CO.

27

UTILITY COMMITTEE

Improvement District: NR-17-B

Type: Final Balancing Change Order #1 (JDP, Inc.)

Location: Broadway Interceptor SSO Reduction Project (LS #1 & 2)

Date of Hearing: 10-31-2019

Routing	Date
City Commission	11-4-2019
Project File	

Jim Hausauer Wastewater Utility Director presented attached memo and Change Order #1 from JDP Electric, Inc. for Improvement District NR-17-B. If you recall, the City of Fargo was approved for FEMA Hazard Mitigation Grant Program (HMGP) funding for project DR-1981-ND-9R (Broadway Interceptor SSO Reduction Project). The HMGP funding that was available consisted of 85% project grant funds for the City, with a funding formula of 75% Federal, 10% State, and 15% Local. The Broadway SSO Reduction Project will reduce hazards associated with sanitary sewer overflows (SSO's) and backups within the Broadway Interceptor Service Area caused by wet weather conditions and river flooding.

Historically, the sanitary Lift Station (LS) 1 & 2 service areas (SA) have experienced issues with wet weather flows during extreme rain events and flooding, which exceeded the capacity of the existing lift stations and Broadway Interceptor. The NR-17-B improvements include the construction of new wet weather lift stations that are attached to the existing sanitary lift station 1 and 2. Along with the new construction, improvements/replacement of various components within the existing lift stations are to be included with this improvement district.

Change Order #1 consists of the following items:

1. Deduct for VFD Cable Switch	(\$685.00)
2. Deduct for Open Transfer Switches	(\$6,790.00)
3. Change Unit Heaters to match current heater type	\$582.00
4. Deduct for WS1 conduit not used	(\$1,103.00)
5. Deduct for GFCI removed at WS2	(\$1,400.00)
6. Deduct for replacing 1200A feeder with 800A	(\$941.00)
7. Wire new flow meter at LS#2	\$2,211.00
8. Concrete encase duct bank at WS1	\$1,859.00
9. Wire three Monorail Cranes	\$3,440.00
10. Move MCC at LS#1	\$10,075.00
11. Add 4 relays at WS1-E11 and WS2-E12	\$773.00
12. Repair conduit and wire in generator room breaker (storm station)	\$5,124.00

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<b>Total Final Balancing Change Order</b>	<b>\$13,145.00</b>
-------------------------------------------	--------------------

This change order will be funded with Wastewater Infrastructure Sales Tax Fund 455.

**MOTION:**


On a motion by Troy Hall, seconded by Brenda Derrig, the Utility Committee voted to approve Final Balancing Change Order #1 from JDP Electric, Inc. for Improvement District NR-17-B in the amount of \$13,145.

COMMITTEE:

Present	Yes	No	Unanimous
			X
			Proxy

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

ATTEST:

  
 \_\_\_\_\_  
 Jim Hausauer  
 Wastewater Utility Director

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

**MEMORANDUM**

October 31, 2019

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**To:** Utility Committee

**From:** Jim Hausauer, Wastewater Utility Director *JH*

**Re:** Improvement District (ID) NR-17-B  
Contract #3 (Electrical) JDP Electric, Inc. - Change Order #1 (Final Balancing)  
Broadway Interceptor SSO Reduction Project

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**Background**

If you recall, the City of Fargo was approved for FEMA Hazard Mitigation Grant Program (HMGP) funding for project DR-1981-ND-9R (Broadway Interceptor SSO Reduction Project). The HMGP funding that was available consisted of 85% project grant funds for the City, with a funding formula of 75% Federal, 10% State, and 15% Local. The Broadway SSO Reduction Project will reduce hazards associated with sanitary sewer overflows and sanitary sewer backups within the Broadway Interceptor Service Area caused by wet weather conditions and river flooding. To accomplish this reduction in hazards, the project will include three main components:

1. **Structure Improvements:** This will include modifications to sanitary Lift Station (LS) #1, LS #2, and the West Side Interceptor Overflow Improvements.
2. **Broadway Relief Force Main:** This will include the construction of 22,000' of relief force main from LS #1 & LS #2 and will convey wet weather flows to the WWTP or wastewater stabilization ponds (WWSP).
3. **WWTP Effluent Force Main Rehabilitation:** This will include the rehab of 2,000 ft of the existing 30" ductile iron Effluent Force Main from the WWTP to the stabilization ponds.

**ID NR-17- B1**

Historically, sanitary Lift Station (LS) 1 & 2 service areas (SA) have experienced issues with wet weather flows during extreme rain events, which exceeded the capacity of the existing lift stations and Broadway Interceptor. The NR-17-B improvements include the construction of new wet weather lift stations that are attached to the existing sanitary lift stations 1 & 2. Along with the new construction, improvements/replacement of various components within the existing lift stations were to be included with this improvement district.

**Final Balancing Change Order #1**

Page 222

Change Order #1 consists of the following items:

1. Deduct for VFD Cable Switch	(\$685.00)
2. Deduct for Open Transfer Switches	(\$6,790.00)
3. Change Unit Heaters to match current heater type	\$582.00
4. Deduct for WS1 conduit not used	(\$1,103.00)
5. Deduct for GFCI removed at WS2	(\$1,400.00)
6. Deduct for replacing 1200A feeder with 800A	(\$941.00)
7. Wire new flow meter at LS#2	\$2,211.00
8. Concrete encase duct bank at WS1	\$1,859.00
9. Wire three Monorail Cranes	\$3,440.00
10. Move MCC at LS#1	\$10,075.00
11. Add 4 relays at WS1-E11 and WS2-E12	\$773.00
12. Repair conduit and wire in generator room breaker (storm station)	\$5,124.00

---

**Total Final Balancing Change Order** **\$13,145.00**

This project and associated change order is scheduled to be funded with Wastewater Infrastructure Sales Tax Fund 455.

Your consideration in this matter is greatly appreciated.

**Recommended Motion**

Approve attached Final Balancing Change Order #1 for Improvement District NR-17-B from JDP Electric, Inc. for an increase of \$13,145.

October 25, 2019

Jim Hausauer, REHS  
Wastewater Utility Director  
City of Fargo  
Wastewater Treatment Plant  
3400 Broadway North  
Fargo, ND 58102

**Re: Change Order No. 1  
Contract #3 Broadway Interceptor Wet Weather Lift Stations  
City Project NR-17-B**

Dear Jim:

Enclosed please find three (3) copies of Change Order No. 1 for the above-referenced project for your review and approval. This change order includes the following items:

1. VFD cable was switched from Type P4 to Type P1 for conduits #1145, #1146, and #1165, resulting in a deduct for the project.
2. Automatic Transfer switches for WS1 and WS2 were changed from closed to open transition, resulting in a deduct for the project.
3. Unit heaters were requested by the City to be Type HUH in lieu of Type HUHA in order to match the existing heater type.
4. Rigid PVC 90 bends were switched to PVC 90 Bends on conduit 2" and larger, resulting in a deduct for the project.
5. The ground fault protection on the circuit breakers within WS2-SWB2 (switchboard) that supplies the VFDs was removed, resulting in a deduct for the project.
6. The 1200 Amp feeder between WS1 and the Storm Lift Station Generator Building was switched to 800 Amp feeder. The connecting lugs had to be switched as well, but the overall change resulted in a deduct for the project.
7. A flow meter was added at LS2 and the cost for the electrical contractor is only for wiring in the flow meter. Installation of the flow meter was included in a previous change order for Contract No. 1.
8. Concrete encasement was added to the cable between WS1 and the Generator Building for added protection running below the driveway.
9. Wiring of the three monorail cranes (two at WS2 and one at WS1) was inadvertently left off the drawings and therefore needed to be added to the project.
10. The MCC at LS1 was larger than expected and could not fit in place of the existing MCC. The new MCC had to be moved to the south side of the LS1 electrical room, a new housekeeping pad poured, and conduit lengths extended to run out the top of the MCC cabinet (the new location was over the wet well so conduit could not be run into the bottom of the cabinet).

11. Relays (4 total) had to be added to fully control the electric valves at both WS1 and WS2 that are used to divert discharge flow to the existing force main.
12. WS1 shares the emergency generator with the adjacent storm lift station. Conduit repairs were needed to finish the connection to the temporary breaker and the permanent breaker will be wired by JDP after it is installed by Cummins.

The cost impact to Contract No. 3 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. Deduct for VFD Cable Switch	(\$685.00)
2. Deduct for Open Transition (both sites)	(\$6,790.00)
3. Change Unit Heaters from HUHAA to Type HUH	\$582.00
4. Deduct for WS1 Conduit Rigid Elbows Not Used	(\$1,103.00)
5. Deduct for GFCI Removed at WS2	(\$1,400.00)
6. Deduct for Replacing 1200A feeder with 800A	(\$941.00)
7. Wire New Flow Meter at LS2	\$2,211.00
8. Concrete Encase Duct Bank at WS1	\$1,859.00
9. Wire the three Monorail Cranes	\$3,440.00
10. Move MCC1 at LS1	\$10,075.00
11. Add 4 Relays at WS1-E11 and WS2-E12	\$773.00
12. Repair Conduit and Wire in Generator Room Breaker	\$5,124.00
<b>Total for Change Order No. 1 =</b>	<b>\$13,145.00</b>

Upon the City of Fargo's acceptance of Change Order No. 1, please sign and date the three (3) original copies. Retain one copy for your records and return the remaining two (2) copies to AE2S. AE2S will forward one (1) copy to ICS, Inc. and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

In Service,

AE2S



Ben Julson, PE  
Project Engineer



# Change Order No. 1

Date of Issuance: November 4, 2019

Effective Date: November 4, 2019

<b>Project:</b> Broadway Interceptor Wet Weather Improvements – Phase III	<b>Owner:</b> City of Fargo	<b>Owner's Contract No.:</b> NR-17-B
<b>Contract:</b> Contract No. 3 – Electrical Contractor		<b>Date of Contract:</b> July 3, 2017
<b>Contractor:</b> JDP Electric, Inc.		<b>Engineer's Project No.:</b> P00803-2014-000

The Contract Documents are modified as follows upon execution of this Change Order:

**Description:** See attached description of work summary.

**Attachments:** 1) Description of Work and Proposals

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>1,185,670.00</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> :  \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order:  \$ <u>1,185,670.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:  \$ <u>13,145.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price Incorporating this Change Order:  \$ <u>1,198,815.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>Ben Juker</i></u> Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u><i>[Signature]</i></u> Contractor (Authorized Signature)
Date: <u>10-25-2019</u>	Date: _____	Date: <u>10-25-19</u>
Approved by Funding Agency (if applicable): _____	Date: _____	

**Contract No. 3 - Change Order No. 1 Description of Work**

The following is a description of the work contained within Change Order No. 1:

1. VFD cable was switched from Type P4 to Type P1 for conduits #1145, #1146, and #1165, resulting in a deduct for the project.
2. Automatic Transfer switches for WS1 and WS2 were changed from closed to open transition, resulting in a deduct for the project.
3. Unit heaters were requested by the City to be Type HUH in lieu of Type HUHAA in order to match the existing heater type.
4. Rigid PVC 90 bends were switched to PVC 90 Bends on conduit 2" and larger, resulting in a deduct for the project.
5. The ground fault protection on the circuit breakers within WS2-SWB2 (switchboard) that supplies the VFDs was removed, resulting in a deduct for the project.
6. The 1200 Amp feeder between WS1 and the Storm Lift Station Generator Building was switched to 800 Amp feeder. The connecting lugs had to be switched as well, but the overall change resulted in a deduct for the project.
7. A flow meter was added at LS2 and the cost for the electrical contractor is only for wiring in the flow meter. Installation of the flow meter was included in a previous change order for Contract No. 1.
8. Concrete encasement was added to the cable between WS1 and the Generator Building for added protection running below the driveway.
9. Wiring of the three monorail cranes (two at WS2 and one at WS1) was inadvertently left off the drawings and therefore needed to be added to the project.
10. The MCC at LS1 was larger than expected and could not fit in place of the existing MCC. The new MCC had to be moved to the south side of the LS1 electrical room, a new housekeeping pad poured, and conduit lengths extended to run out the top of the MCC cabinet (the new location was over the wet well so conduit could not be run into the bottom of the cabinet).
11. Relays (4 total) had to be added to fully control the electric valves at both WS1 and WS2 that are used to divert discharge flow to the existing force main.
12. WS1 shares the emergency generator with the adjacent storm lift station. Conduit repairs were needed to finish the connection to the temporary breaker and the permanent breaker will be wired by JDP after it is installed by Cummins.

The cost impact to Contract No. 3 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. Deduct for VFD Cable Switch	(\$685.00)
2. Deduct for Open Transition (both sites)	(\$6,790.00)
3. Change Unit Heaters from HUHAA to Type HUH	\$582.00
4. Deduct for WS1 Conduit Rigid Elbows Not Used	(\$1,103.00)
5. Deduct for GFCI Removed at WS2	(\$1,400.00)
6. Deduct for Replacing 1200A feeder with 800A	(\$941.00)
7. Wire New Flow Meter at LS2	\$2,211.00
8. Concrete Encase Duct Bank at WS1	\$1,859.00

# Change Item No. 1

# Change Item No. 2

# Change Item No. 3

# Change Item No. 4

Phone: 701-232-1991 Fax: 701-364-5483

Broadway Interceptor Changes

Job Number: 498

Bid Summary: Default

Extension By Phase, And Subtotals By Drawing Ref

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
		--- 01 Underground Feeder Raceway ---				
		--- Ridgid to PVC Elbow swap ---				
1356	4" GRC Elbow	-6	6,639.03 C	-398.34	3.00 E	-18.00
	--- Ridgid to PVC Elbow swap Total ---			-398.34		-18.00
	--- 01 Underground Feeder Raceway Total ---			-398.34		-18.00
		--- 06 Branch Wire ---				
		--- Ridgid to PVC Elbow swap ---				
2135	4" PVC Elbow	6	901.05 C	54.06	0.80 E	4.80
	--- Ridgid to PVC Elbow swap Total ---			54.06		4.80
	--- 06 Branch Wire Total ---			54.06		4.80
	Job Total			-344.28		-13.20

## Change Order

Cost

VFD Cable Switch from Type P4 to Type VFD Cable Switch from Type P4 to Type P1	\$	(685.00)
Open Transition ATS (both sites)	\$	(6,790.00)
Change HUHAA electric unit heaters to type HUH	\$	582.00
WS1 Generator Junction Box determined not needed		No Change. Two Other Stainless Boxes were added to Conduit 1015 in it's place
WS1 - Conduit rigid elbows not used (required for conduit over 2")	\$	(1,103.00)
<b>GFCI removed</b>	<b>\$</b>	<b>(1,400.00)</b>
Deduct - replace 1200 amp feeder with 800 amp feeder between WS1 and existing storm LS.	\$	(941.00)
Wire new flow meter in LS2	\$	2,211.00
Concrete Incase Conduits 1009 and 1010 from WS1 to existing Generator	\$	1,859.00
Add 3 Mono Rail Cranes	\$	3,440.00
Change order to move the MCC1 in LS1	\$	10,075.00
Add 4 relays	\$	773.00

Total	\$	8,021.00
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# CHANGE ORDER SUMMARY

Job Name - Broadway Interceptors

CHANGE ORDER #: **1200 amp wire to 800 amp wire**

23-Oct-19

Material Tax : 7.50%  
**Labor Rate:** \$65.00  
 PM Labor Rate: \$90.00

**Estimated Pricing:**

Material	\$	(144.77)
Quotes (Taxable)		-
Sub Con & DJE		-
Quotes (Non Taxable)		-
Total Material Cost		(144.77)
Sales Tax		(10.86)
<b>Subtotal</b>	<b>\$</b>	<b>(155.63)</b>

**WORK DESCRIPTION:** Change from 4 parallel sets of 400 MCM and 3/0 netral to 2 sets of 600 mcm with full sized neutral and swap the lugs on the breakers on both sides to 2 barrel instead of 4 barrel

**Estimated Items:**

Est. Materials	-\$144.77
Est. Labor Hrs.	-15.1
Foreman Hours	2.0
Project Manager Hrs	1.0
Total Quotes(Taxable)	\$0.00
Total Quotes(Non Taxable)	\$0.00
Sub Con & DJE	\$0.00

Material Cost	\$	(155.63)
LABOR		(760.20)
Permit & Fee's		(10.68)
Bond		(14.92)

**CHANGE ORDER PRICE** \$ (941.00)

# Change Item No. 7

Broadway Interceptor Changes

Job Number: 498

Bid Summary: Default

Extension By Phase, And Subtotals By Drawing Ref

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr	
--- 01 Underground Feeder Raceway ---									
--- Add WS2- FIT2 ---									
1001	3/4" EMT	20	71.43	C	14.29	5.00	C	1.00	
1164	3/4" ARC	60	121.99	C	73.19	5.50	C	3.30	
1437	3/4" Set Screw Steel Conn	2	29.08	C	0.58	0.10	E	0.20	
1557	3/4" Set Screw Steel Cplg	5	27.85	C	1.39	0.12	E	0.60	
1633	3/4" T Condulet w/Cover & Gasket	2	11.43	E	22.86	1.00	E	2.00	
1724	3/4" Threadless Conduit Connector	1	417.99	C	4.18	0.20	E	0.20	
1865	1/2" GRC Coupling	1	89.54	C	0.90	0.10	E	0.10	
1930	1/2" Seal-tite Conn (Str)	7	273.72	C	19.16	0.12	E	0.84	
1951	1/2" Seal-tite Conn (90 Degree)	1	468.22	C	4.68	0.36	E	0.36	
2279	3/4" 1-Hole Strap	5	17.01	C	0.85	4.00	C	0.20	
2336	3/4" Unistrut Strap	10	296.54	C	29.65	10.00	C	1.00	
8224	3/4" KO Blank	1	44.58	C	0.45	0.06	E	0.06	
16547488	3/4"X1/2" Steel Reducing Bushing	5	1.51	E	7.55	0.48	E	2.40	
					--- Add WS2- FIT2 Total ---				12.26
					179.73				
					--- 01 Underground Feeder Raceway Total ---				12.26
					179.73				
--- 02 Underground Branch Raceway ---									
--- Add WS2- FIT2 ---									
2787	#12 THHN CU Solid Wire	100	105.58	M	10.56	6.00	M	0.60	
11561	16/2 AWG Shielded Wire	230	291.18	M	66.97	25.00	M	5.75	
					--- Add WS2- FIT2 Total ---				6.35
					77.53				
					--- 02 Underground Branch Raceway Total ---				6.35
					77.53				
--- 07 Switchgear ---									
--- Add WS2- FIT2 ---									
T0002	3 amp Din Rail Breaker	1	49.50	E	49.50	1.00	E	1.00	
					--- Add WS2- FIT2 Total ---				1.00
					49.50				
					--- 07 Switchgear Total ---				1.00
					49.50				
Job Total					306.76			19.61	

# CHANGE ORDER SUMMARY

Job Name - Broadway Interceptors

CHANGE ORDER #: **Duct Bank**

5-Sep-18

Material Tax : 7.50%  
**Labor Rate:** \$65.00  
 PM Labor Rate: \$90.00

**Estimated Pricing:**

Material	\$	683.04
Quotes (Taxable)		-
Sub Con & DJE		-
Quotes (Non Taxable)		-
Total Material Cost		<u>683.04</u>
Sales Tax		51.23
<b>Subtotal</b>	<b>\$</b>	<b><u>734.27</u></b>

**WORK DESCRIPTION: Concrete Incase Conduits 1009 and 1010 from WS1 to the Existing Generator.**

**Estimated Items:**

Est. Materials	\$683.04
Est. Labor Hrs.	8.7
Foreman Hours	
Project Manager Hrs	0.5
Total Quotes(Taxable)	\$0.00
Total Quotes(Non Taxable)	\$0.00
Sub Con & DJE	\$0.00

Material Cost	\$	734.27
10% Overhead 5% Profit		110.14
LABOR		612.45
Permit & Fee's		16.99
Bond		23.73

**CHANGE ORDER PRICE** \$ **1,498.00**

# Change Item No. 9

Extension By Phase, And Subtotals By Drawing Ref

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
--- 01 Underground Feeder Raceway ---						
--- Add 3 Cranes ---						
1001	3/4" EMT	10	71.43 C	7.14	5.00 C	0.50
1164	3/4" ARC	100	121.99 C	121.99	5.50 C	5.50
1437	3/4" Set Screw Steel Conn	9	29.08 C	2.62	0.10 E	0.90
1599	3/4" Plastic Bushing	3	35.78 C	1.07	0.12 E	0.36
1623	3/4" LB Condulet w/Cover & Gasket	3	17.84 E	53.52	0.65 E	1.95
2607	1G FD Box-3/4" Hubs	3	14.73 E	44.19	0.95 E	2.85
16547164	3/4" Hub Al T Conduit Body	3	9.93 E	29.79	1.20 E	3.60
--- Add 3 Cranes Total ---				260.32		15.66
--- 01 Underground Feeder Raceway Total ---				260.32		15.66
--- 02 Underground Branch Raceway ---						
--- Add 3 Cranes ---						
2790	#12 THHN CU Stranded Wire	600	105.58 M	63.35	6.00 M	3.60
--- Add 3 Cranes Total ---				63.35		3.60
--- 02 Underground Branch Raceway Total ---				63.35		3.60
--- 03 Above Ground Feeder Raceway ---						
--- Add 3 Cranes ---						
4035	20A 3P 277V Bolt-On Circuit Breaker	3	231.01 E	693.03	0.84 E	2.52
--- Add 3 Cranes Total ---				693.03		2.52
--- 03 Above Ground Feeder Raceway Total ---				693.03		2.52
--- 05 Feeder Wire ---						
--- Add 3 Cranes ---						
4732	1G Cast Sgl Rcpt Cover w/Hinged Lid	3	27.25 E	81.75	0.20 E	0.60
--- Add 3 Cranes Total ---				81.75		0.60
--- 05 Feeder Wire Total ---				81.75		0.60
--- 07 Switchgear ---						
--- Add 3 Cranes ---						
T0003	3 Pole Motor switch	3	49.50 E	148.50	1.00 E	3.00
--- Add 3 Cranes Total ---				148.50		3.00
--- 07 Switchgear Total ---				148.50		3.00
Job Total				1,246.95		25.38

# CHANGE ORDER SUMMARY

Job Name - Broadway Interceptors

CHANGE ORDER #: **Move LS1 MCC**

23-Oct-19

Material Tax : 7.50%  
**Labor Rate:** \$65.00  
 PM Labor Rate: \$90.00

**Estimated Pricing:**

Material	\$ 3,235.33
Quotes (Taxable)	-
Sub Con & DJE	-
Quotes (Non Taxable)	-
Total Material Cost	<u>3,235.33</u>
Sales Tax	242.65
<b>Subtotal</b>	<b><u>\$ 3,477.98</u></b>

**WORK DESCRIPTION: Move LS1 MCC**

**Estimated Items:**

Est. Materials	<b>\$3,235.33</b>
Est. Labor Hrs.	83.5
Foreman Hours	3.0
Project Manager Hrs	2.0
Total Quotes(Taxable)	\$0.00
Total Quotes(Non Taxable)	\$0.00
Sub Con & DJE	\$0.00

Material Cost	\$ 3,477.98
10% Overhead 5% Profit	521.70
LABOR	5,801.85
Permit & Fee's	114.30
Bond	159.64

**CHANGE ORDER PRICE** **\$ 10,075.00**

**From:** Jordan Allmaras <jordan.allmaras.jdp@gmail.com>  
**Sent:** Tuesday, October 22, 2019 4:13 PM  
**To:** Dave Thingvold  
**Subject:** Broadway Interceptors

Change Order: LS1-MCC1

LS1-MCC1 getting moved from the north wall to the south wall. The MCC had to move because the new MCC was 50" longer than the existing one and would not fit between the windows. By moving this we were not able to use the existing housekeeping pad. We were not able to come out of the bottom of the MCC at the new south location because it was located directly above the wet-well. So we had to route or conduits out the top of the MCC extend them to the north, then to the west, then core drill through the floor, and then route them back to the east (in the basement). There was a total of 10 conduits affected. We reduced that number to (6) conduits. See below for lengths and wire sizes

- Extend conduit #1015 by 30' This was the conduit that fed LS1-MCC1 from the WS2 building. This was a 4" conduit with (4) #500's and (1)#3
- Extend conduit #1145 (60') conduit #1155 (50') and conduit #1165 (40') In total it was a total of 150' of 1-1/2 Rigid Aluminum with (4) #6's
- Extend conduit #1148-1158-1168 (50') of 1" Rigid Aluminum and 1000' #14's (pump controls)
- Extend conduit #1149-1159-1169 (50') of 1" Rigid Aluminum and 500' #14's (HOA controls)
  
- Make a new 154" x 22" concrete housekeeping pad (concrete/wood/rebar)
- Core Drill (3) 1-1/4" holes and (3) 2" holes

MISC MATERIAL (besides added pipe and wire fro above)

- 30' stainless steel strut
- (20) 1-1/2" Stainless Steel Strut Straps
- (10) 1" Stainless Steel Strut Straps

This should be everything for this one, let me know if you need anymore information.

Thanks

Jordan



# CHANGE ORDER SUMMARY

Job Name - Broadway Interceptors

CHANGE ORDER #: Add 4 relay to WS1-E11 and WS2-E12

23-Oct-19

Material Tax : 7.50%  
**Labor Rate:** \$65.00  
 PM Labor Rate: \$90.00

**Estimated Pricing:**

Material	\$	62.00
Quotes (Taxable)		-
Sub Con & DJE		-
Quotes (Non Taxable)		-
Total Material Cost		62.00
Sales Tax		4.65
<b>Subtotal</b>	<b>\$</b>	<b>66.65</b>

**WORK DESCRIPTION:**Add 4 relay to WS1-E11 and WS2-E12

**Estimated Items:**

Est. Materials	\$62.00
Est. Labor Hrs.	8.0
Foreman Hours	1.0
Project Manager Hrs	1.0
Total Quotes(Taxable)	\$0.00
Total Quotes(Non Taxable)	\$0.00
Sub Con & DJE	\$0.00

Material Cost	\$	66.65
10% Overhead 5% Profit		10.00
LABOR		675.00
Permit & Fee's		8.76
Bond		12.24

**CHANGE ORDER PRICE** \$ 773.00

# Change Item No. 12

Broadway Interceptor Changes

Job Number: 498

Bid Summary: Default

Extension By Phase, And Subtotals By Drawing Ref

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
	--- 02 Underground Branch Raceway ---					
	--- Extend Breaker Wires ---					
2807	#600MCM THHN CU Stranded Wire	32	9,037.07 M	289.19	48.00 M	1.54
	--- Extend Breaker Wires Total ---			289.19		1.54
	--- 02 Underground Branch Raceway Total ---			289.19		1.54
	--- 07 Switchgear ---					
	--- Extend Breaker Wires ---					
1242289	#600 Crimp Splice	8	30.80 E	246.40	0.25 E	2.00
16546873	#600 heat shrink 48"	2	41.65 E	83.30	0.15 E	0.30
	--- Extend Breaker Wires Total ---			329.70		2.30
	--- 07 Switchgear Total ---			329.70		2.30
	Job Total			618.89		3.84

28

Improvement District No. BR-18-A1 Type: Change Order #7  
 Location: Main Ave, 2<sup>nd</sup> St - Broadway Date of Hearing: 10/28/2019

<u>Routing</u>	<u>Date</u>
City Commission	11/4/2019
PWPEC File	X
Project File	Tom Knakmuhs

The Committee reviewed the accompanying correspondence from Assistant City Engineer, Tom Knakmuhs, related to Change Order #7 for incentive modifications.

On October 14, 2019, there was a walk up item in regards to the payment of incentive on BR-18-A1. There was another part of the walk-up item that was overlooked during the discussion, which requires action of this Committee:

Staff is recommending modification to the project requirements that were specified to receive the incentive due to the delay in manufacturing for the DMS board system, the relocation of the permanent power source for the street lights, and the delay in completion of the brick pavers on 2nd Street.

Since the Contractor was able to meet all other completion requirements for the payment of the project incentive, except for those items that are beyond the Contractor's control, staff is recommending a modification to the incentive requirements.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to approve of Change Order #7, which modifies the project requirements for payment of incentive for BR-18-A1.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #7, which modifies the project requirements for payment incentive.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

	<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"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Tom Knakmuhs, Assistant City Engineer  
**Date:** October 23, 2019  
**Re:** Improvement District #BR-18-A1 – Change Order #7

---

On October 14, 2019 there was a walk-up item in regards to the payment of incentive on BR-18-A1 (Main Avenue from 2<sup>nd</sup> Street to Broadway). As you likely recall there was much discussion, and ultimately a vote, to deny the Contractor's request for full payment of the project incentive. Unfortunately there was another part of that walk-up item that was overlooked during the discussion which requires the action of this committee. Below is that part of the memo that was overlooked on October 14, 2019.

*Incentive modifications are required due to the delay in manufacturing for the DMS board system, the relocation of the permanent power source for the street lights, and the delay in completion of the brick pavers on 2nd Street.*

*Manufacturing and private utility delays were beyond the Contractor's control. The south leg of the 2nd street and Main Avenue intersection was included in contracts for both the FM Diversion project WP42E and Main Avenue reconstruction project BR-18-A1. BR-18-A1 plans called for the FM Diversion project to relinquish control of this portion of 2nd Street on August 1, 2019, but Dakota Underground did not get full control of this portion of the project until August 26, 2019. This delay resulted in Dakota Underground not being able to get the sidewalk pavers installed in the southeast corner of 2nd Street and Main Avenue within the incentive timeline.*

Since the Contractor was able to meet all other completion requirements for the payment of the project incentive, except for those items that are beyond the Contractor's control, staff is recommending a modification to the incentive requirements. This modification would allow for payment of the incentive even though sidewalk pavers in the southeast corner of 2<sup>nd</sup> Street and Main Avenue, the DMS board system, and permanent traffic signals were not installed in the timeframe outlined in the original contract.

**Recommended Motion:**

Approve Change Order #7, which modifies the project requirements for payment of incentive for Improvement District # BR-18-A1.

North Dakota Department of Transportation  
Change Order

Change Order No: 7

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

PCN: 22352

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

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

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

Original Contract Amount:  
\$10,295,720.11

Date Created: 09/19/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
		ADDED CONTRACT ITEM						
		NON-PARTICIPATING (FARGO CITY FUNDS)						
108	9001	PHASE ONE INCENTIVE REQUIRMENTS	DAY	0.00	0.00	0.000		
Net Increase or Decrease to Date			62,423.07 Part	61,850.60 Non-Part	TOTALS			
					NON-PARTICIPATING			
					PARTICIPATING			

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

Classification:

Administrative Change

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

See Attached Sheets

Bob [Signature] 10/3/19  
CONTRACTOR DATE

Approval Recommended  Approved  
PROJECT ENGINEER DATE

\_\_\_\_\_  
CITY/COUNTY/OTHER OFFICIAL DATE

Approval Recommended  Approved  
DISTRICT ENGINEER DATE

\_\_\_\_\_  
REPRESENTING DATE

Approval Recommended  Approved  
OFFICE OF OPERATIONS DATE

CHANGE ORDER #7

CPU-NHU-8-010(043)940 – PCN 22352

This project has a Special Provision for Contract Time for Completion-Incentive for early completion of the four traffic control phases. This change order is for the incentive for Phase 1. (See the attached copies of the Contract time for Completion-Incentive SP 849(14) and plan note 704-P01.)

SP 849(14) states: "If Phase 1 is completed in 75 consecutive calendar days or less, an incentive of \$10,000 per calendar day up to a maximum of \$200,000 for Phase 1" and "Any changes in the work, including but not limited to changed conditions, added items of work, increased quantities, or increased calendar days will not result in adjustments to either incentive date, or other incentive stipulations".

The adjacent FM Diversion WP42E project consists of work to a flood wall, storm lift station, and 2<sup>nd</sup> street south of Main Ave. As stated in plan note 100-P01, "On August 1<sup>st</sup>, 2019 the WP42E contractor will relinquish control of 2<sup>nd</sup> St. S north of the Floodwalls". It was not until September 26, 2019 that WP42E contractor did relinquish control of 2<sup>nd</sup> St. S north of the floodwalls.

Because of the delay from the adjacent FM Diversion WP42E project and that the City of Fargo's intent with the incentive was to minimize the duration and impact to Main Ave. and 2<sup>nd</sup> Street to the traveling public and pedestrians, (See the attached e-mail from the City of Fargo) the following requirements for the Contractor to earn the incentive follows:

- Requirements for payment of the incentive will be met once Main Ave., 2<sup>nd</sup> Street and sidewalks are open for unimpeded to the traveling public.
- All the streetlights in the corridor must be working. It will be the contractor's responsibility and expense to temporary power them if needed.
- Also, any pavement markings, traffic control, signage, etc. necessary to meet the incentive requirements shall be at the Contractor's expense.
- No additional days will be added to the contract for any of the necessities needed for meeting the incentive.
- The NDDOT and City of Fargo reserve the right to charge days (reduce incentive) for Phase 1 if work is not being completed.
- Items such as the DMS board system, power to the permanent streetlights, brick pavers may be completed afterward, but in a timely manner.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION****SPECIAL PROVISION****CONTRACT TIME FOR COMPLETION-INCENTIVE****CPU-NHU-8-010(043)940 - PCN 22352****DESCRIPTION**

This provision outlines the contract time provisions on the above referenced project. Also included are requirements for earning an incentive for early completion of the project.

**CONTRACT TIME FOR COMPLETION**

If the project is not complete by October 18, 2019 liquidated damages will be charged for each calendar day after October 18, 2019 that the work remains incomplete in accordance with Standard Specification 108.07.

**INCENTIVE FOR EARLY COMPLETION OF THE PROJECT**

If Phases 2-4 are completed prior to September 15, 2019 an incentive payment of \$10,000 per calendar day for each day before, and including September 15, 2019 that phases 2-4 are complete. The maximum incentive payment for phases 2-4 will be \$300,000. Holidays and Sundays will be counted as calendar days for application of the incentive.

If Phase 1 is completed in 75 consecutive calendar days or less, an incentive of \$10,000 per calendar day up to a maximum of \$200,000 for Phase 1. Holidays and Sundays will be counted as calendar days for application of the incentive. Consecutive calendar days for this phase will start when the SB to EB and WB to NB traffic movements are closed at the 2<sup>nd</sup> St and Main Avenue intersection.

Any changes in the work, including but not limited to changed conditions, added items of work, increased quantities, or increased calendar days will not result in adjustments to either incentive date, or other incentive stipulations. The elimination of work items, decreases in quantities, or changes resulting in a reduction of the scope of work may result in the incentive date being moved to an earlier date, and changes to the incentive stipulations.

**LIQUIDATED DAMAGE FOR LATE COMPLETION OF TRAFFIC CONTROL PHASES**

If the work on Main Avenue identified for any phase (1-4) of the plans is not completed within the days stated in Plan Note 701-PO1, liquidated damages will be charged. The liquidated damage charge will be at a rate of \$1,500 per calendar day for each calendar day after the calendar days allowed for application of the liquidated damage. There is no limit on the amount of liquidated damage which may be charged.

**BASIS OF PAYMENT**

Any incentive payment will be addressed as a lump sum item on the progressive estimate. Any incentive that is earned will not be paid until signal and electrical inspections are completed and all work outlined in the inspection is completed to the satisfaction of the engineer.

If a progress estimate or final estimate, including incentives, indicates that the NDDOT has overpaid the contractor an amount exceeding the retainage the contractor shall submit a certified check for the amount of the overpayment to the NDDOT within 30 calendar days of the payment notice.



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

29

Improvement District No. BN-19-A2

Type: Change Orders #20 - 25

Location: 52<sup>nd</sup> Ave S, 45<sup>th</sup> St – 63<sup>rd</sup> St

Date of Hearing: 10/28/2019

<u>Routing</u>	<u>Date</u>
City Commission	11/4/2019
PWPEC File	X
Project File	Kevin Gorder

The Committee reviewed the accompanying correspondence from Division Engineer, Kevin Gorder, related to Change Orders #20 - 25 submitted by NDDOT in the amount of \$47,697.82. KPH, Inc. is the Prime Contractor. The requested changes can be summarized as follows:

20. Relocation of a Century Link, plugging a storm sewer, minor survey correction, City pump failure, and replacing gate valve nuts.
21. Adjustments to hydrant depth so they could be maintained with standard City equipment.
22. Drainage modifications to flatten the grade on the north leg of the intersection.
23. Ride specification change from interstate standards to urban ride standards.
24. Additional road termination signing, adjustment of sign post lengths on the west end of the project to meet NDDOT standards.
25. The City of Fargo requested additional components in the new signal cabinets, along with sandblasting and repainting of the existing signal poles at 45<sup>th</sup> Street to extend their life.

Staff is recommending approval of Change Orders #20 - 25 in the amount of \$47,697.82.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Change Orders #20 -25.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Orders #20 - 25 in the amount of \$47,697.82.

PROJECT FINANCING INFORMATION:

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

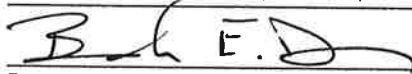
	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE

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

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Kevin Gorder, Division Engineer  
**Date:** October 24, 2019  
**Re:** BN-19-A2 52<sup>nd</sup> Avenue Project – Change Orders #20-25

---

As of this date, 19 change orders have been approved for a total of \$166,551.39. Engineering and KPH (prime contractor) have agreed upon prices for additional work on change orders 20-25.

20. Miscellaneous additional work – Items include moving a Century Link a couple feet since it was in conflict with an inlet, placing a plug in a storm sewer, minor survey error that needed correction, City pump failure, and replacing gate valve nuts that were not functional. Increase of \$7,912.96
21. Adjust hydrants – The water main installed west of 63<sup>rd</sup> was about 11' deep. Adjustments were made to the hydrants so they would be installed at our standard depth so they could be maintained with standard City equipment. Increase \$12,145.20
22. 53<sup>rd</sup> Street intersection – Drainage modifications were needed to flatten the grade on the north leg of the intersection. This change order included suspending time charges for the intersection while the additional work was completed. The contract also required the contractor open the 47<sup>th</sup> Street intersection by the August 15<sup>th</sup> interim completion date. An existing hydrant was leaking so some of the work around the intersection was delayed. Time charges for the intersection opening were suspended while the leaking hydrant was addressed. Total increase \$13,211.50.
23. Ride Specification Change – The project was bid using NDDOT ride specifications. Since the roadway will be posted at 45 mph, the Contractor was required to meet interstate ride specifications. With an urban design, it is nearly impossible to meet that specification. This change order changes the ride specification from interstate standards to urban ride standards in the NDDOT specifications.
24. Additional road termination signing was required on the project. The change order also addresses some sign post lengths on the west end of the project to meet NDDOT standards. Increase of \$4,734.40.
25. The City of Fargo requested additional components in the new signal cabinets. The City also requested some sandblasting and repainting of some of the existing signal poles at 45<sup>th</sup> Street to extend the life of these poles. Total increase of \$9,693.76.

Change Order #17 added expansion joints to the project. Change order #17 was approved prior to final negotiation with KPH. During negotiations, KPH asked and documented the need for additional time on the contract to add this work. 8 days were added to the contract for this additional work.

**Recommended Motion:**

Approve Change Orders #20-25 for a total of \$47,697.82. Approve the modification to Change Order #17 adding 8 days to the contract.

Change Order	Sub Project	Description	Amount	PWPEC Request	PWPEC Approval	Commission Approval
1	1	Removals Tons to SY	\$ -		6/10/2019	6/17/2019
2	1	Common Excavation Plan Quantity	\$ -		6/10/2019	6/17/2019
3	1	Snow Removal at Intersections	\$ 5,255.00	\$ 5,255.00	6/10/2019	6/17/2019
4	1	Add Silt Fence Bio Rolls	\$ 1,320.00	\$ 1,320.00	6/10/2019	6/17/2019
5	3	Additional Form Liner	\$ 15,101.89	\$ 15,101.89	6/10/2019	6/17/2019
6	1	U Haul Parking Drainage	\$ 13,647.00	\$ 13,647.00	6/10/2019	6/17/2019
7	1	Stringless Paving	\$ -	\$ -	6/10/2019	6/17/2019
8	1	Veterans Water Line Change	\$ 27,161.50	8-10 \$467.5	9/30/2019	10/7/2019
9	2	Veterans Water Line Change	\$ (1,340.00)		9/30/2019	10/7/2019
10	5	Veterans Water Line Change	\$ (25,354.00)		9/30/2019	10/7/2019
11	1	Inlet SW Veterans	\$ 2,400.00	11-12 \$5970	9/30/2019	10/7/2019
12	2	Inlet SW Veterans	\$ 3,570.00		9/30/2019	10/7/2019
13	1	Paving West of 63rd Completion	\$ -	\$ -	9/30/2019	10/7/2019
14	5	Waterline 63rd West Relocation	\$ 12,344.96	\$ 15,000.00	9/30/2019	10/7/2019
15	1	Sidewalk Lowering Drain to 45th	\$ (16,410.00)	\$ (16,410.00)	9/30/2019	10/7/2019
16	1	Add Flagging	\$ 11,200.00	\$ 11,200.00	9/30/2019	10/7/2019
17	1	Expansion Joints	\$ 29,375.00	\$ 40,000.00	9/30/2019	10/7/2019
18	1	Signal Loops	\$ 23,850.00	\$ 25,000.00	9/30/2019	10/7/2019
19	1	Sidewalk Modifications	\$ 50,000.00	\$ 50,000.00	9/30/2019	10/7/2019
20	5	Misc Adjustments	\$ 7,912.96		9/30/2019	10/7/2019
21	5	Adjust Hydrants	\$ 12,145.20			
22	1	53rd Drainage & 47th St Leaking Hydrant	\$ 13,211.50			
23	1	Ride Specification Change	\$ -			
24	1	Road Closure and Signing Changes	\$ 4,734.40			
25	1	Signal Changes and Paint Signal Pole	\$ 9,693.76			
Total Change Orders			\$ 199,819.17			

8 Days on the contract

Not yet determined

Includes time at both intersections

**North Dakota Department of Transportation  
Change Order**

Change Order No: 20

Project: SU-8-984(164)

PCN: 22007

SubProject: 5 CITY UNDERGROUND UTILITIES (GATE VALVE, HYDF County: Cass

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

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

Original Contract Amount:  
\$19,197,385.45

Date Created: 10/03/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
NON-PARTICIPATING (FARGO CITY FUNDS)								
990	101	Miscellaneous Field Adjustments	L SUM	0.00	.100	7,912.960	7,912.96	
Net Increase or Decrease to Date				-236,856.28	Part	359,977.25	Non-Part	<b>TOTALS</b>
							7,912.96	
							<b>NON-PARTICIPATING</b>	7,912.96
							<b>PARTICIPATING</b>	

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


**Classification**

Change Approved In Field by P.E.

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

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

Various miscellaneous adjustments on the project. These include a minor relocation of a Century Link line to avoid a new inlet, install a plug in a 42" storm sewer due to a redesign at an intersection, staking an inlet incorrectly, city pump failure, and replacing gate valve nuts that were not functional. All work was based on time and materials with the hourly rates checked against blue book rates and they compare favorably or very close depending on the piece of equipment.

 10-10-19  
CONTRACTOR DATE

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
PROJECT ENGINEER DATE

\_\_\_\_\_  
CITY/COUNTY/OTHER OFFICIAL DATE

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
DISTRICT ENGINEER DATE

\_\_\_\_\_  
REPRESENTING DATE

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
OFFICE OF OPERATIONS DATE

**North Dakota Department of Transportation  
Change Order**

Change Order No: 21

Project: SU-8-984(164)

PCN: 22007

SubProject: 5 CITY UNDERGROUND UTILITIES (GATE VALVE, HYDF County: Cass

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

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

Original Contract Amount:  
\$19,197,385.45

Date Created: 10/03/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
NON-PARTICIPATING (FARGO CITY FUNDS)								
724	427	ADJUST HYDRANT	EA	0.00	2.00	6,072.600	12,145.20	
Net Increase or Decrease to Date			-236,856.28	Part	372,122.45	Non-Part	<b>TOTALS</b>	12,145.20
							<b>NON-PARTICIPATING</b>	12,145.20
							<b>PARTICIPATING</b>	

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

**Classification**

Change Approved In Field by P.E.

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

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

During construction it was observed that the water main on the west end of the project was deeper than a typical water main installation for the city of Fargo. The water main was installed at approximately 11' deep and would require long hydrant extensions due to the depth of the pipe. The equipment used by Public Works to maintain these hydrants is not big enough to dig to this depth. The contractor revised the connections to the water main to allow for a standard hydrant to be installed at two locations. All work was performed on time and materials and the prices quoted seem reasonable when compared to blue book rates and prevailing wages.

 10-10-19  
\_\_\_\_\_  
CONTRACTOR DATE

\_\_\_\_\_  
 Approval Recommended  Approved  
PROJECT ENGINEER DATE

\_\_\_\_\_  
CITY/COUNTY/OTHER OFFICIAL DATE

\_\_\_\_\_  
 Approval Recommended  Approved  
DISTRICT ENGINEER DATE

\_\_\_\_\_  
REPRESENTING DATE

\_\_\_\_\_  
 Approval Recommended  Approved  
OFFICE OF OPERATIONS DATE

**North Dakota Department of Transportation  
Change Order**

Change Order No: 22

Project: SU-8-984(164)

PCN: 22007

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

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

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

Original Contract Amount:  
\$19,197,385.45

Date Created: 10/09/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (FEDERAL FUNDS)								
714	210	PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	0.00	42.00	70.000	2,940.00	
722	3297	ABANDON STORM SEWER	LF	0.00	1.00	590.000	590.00	
INCREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
722	100	MANHOLE 48IN	EA	11.00	1.00	2,600.000	2,600.00	
722	1100	MANHOLE RISER 48IN	LF	98.42	5.21	150.000	781.50	
722	3510	INLET-TYPE 2	EA	19.00	2.00	2,400.000	4,800.00	
722	2490	MANHOLE STORM CONNECTION	EA	3.00	1.00	1,500.000	1,500.00	
Net Increase or Decrease to Date			-247,494.78	Part	382,886.41	Non-Part	<b>TOTALS</b>	13,211.50
							<b>NON-PARTICIPATING</b>	
							<b>PARTICIPATING</b>	13,211.50

Due to This Change, the Contract Time:  
IS INCREASED BY 0.0 CALENDAR DAYS.

**Classification**

Administrative Change

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

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

The contract limited the duration 53rd St could be closed to 35 non consecutive calendar days. The contractor managed their time and when they were ready to place concrete, it was discovered the north street return grade would exceed 9% if built as per plan. Drainage modifications were made to reduce this grade significantly so vehicles could enter 52nd Ave more easily. Time charges at the intersection will be suspended and not charged while the additional work is completed. Price for all items are at bid price.

The intersection at 47th St was included in the August 15th interim completion date. The NW corner of this intersection was constantly wet and the sidewalk could not be constructed. As the completion date approached, the contractor dug in a little deeper to dry the area out and noticed an existing fire hydrant was leaking. Public Works was contacted and they added it to their list of work for the summer. Time charges for work that could not be completed due to the leaking hydrant will be suspended and not charged. Abandon storm sewer was time and materials in a force account type itemization.

North Dakota Department of Transportation  
Change Order

Change Order No: 23

Project: SU-8-984(164)

PCN: 22007

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

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

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

Original Contract Amount:  
\$19,197,385.45

Date Created: 10/10/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
---------	---------	--------------	------	-------------------	-----------------	------------	-----------------	-----------------

Net Increase or Decrease to Date	-225,734.78	Part	372,122.45	Non-Part	TOTALS
					NON-PARTICIPATING
					PARTICIPATING

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


Classification

Administrative Change

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

See attached sheet for more details. Change order exempts high points, low points, rcuts, and intersection from the interstate ride spec. Ride will still be measured and the urban ride spec (under 45mph) will be used to evaluate these areas.

 10-10-19  
 \_\_\_\_\_  
 CONTRACTOR DATE

\_\_\_\_\_  
 Approval Recommended  Approved  
 PROJECT ENGINEER DATE

\_\_\_\_\_  
 CITY/COUNTY/OTHER OFFICIAL DATE

\_\_\_\_\_  
 Approval Recommended  Approved  
 DISTRICT ENGINEER DATE

\_\_\_\_\_  
 REPRESENTING DATE

\_\_\_\_\_  
 Approval Recommended  Approved  
 OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation  
Change Order

Change Order No: 24

Project: SU-8-984(164)

PCN: 22007

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

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

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

Original Contract Amount:  
\$19,197,385.45

Date Created: 10/10/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (FEDERAL FUNDS)								
754	137	ROADWAY TERMINATION-TYPE A	EA	0.00	8.00	591.800	4,734.40	
Net Increase or Decrease to Date			-242,760.38	Part	382,886.41	Non-Part	TOTALS	4,734.40
							NON-PARTICIPATING	
							PARTICIPATING	4,734.40

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


Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

Additional road termination signing was needed in some areas due to developers roadways not installed yet or changes in access. Post lengths on the west end where there is no curb and gutter were incorrect and others were adjusted to follow standard D-754-24A. Post lengths will be paid as measured in the field.

 10-23-19  
\_\_\_\_\_  
CONTRACTOR DATE

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
PROJECT ENGINEER DATE

\_\_\_\_\_  
CITY/COUNTY/OTHER OFFICIAL DATE

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
DISTRICT ENGINEER DATE

\_\_\_\_\_  
REPRESENTING DATE

\_\_\_\_\_  
( ) Approval Recommended ( ) Approved  
OFFICE OF OPERATIONS DATE



**North Dakota Department of Transportation  
Change Order**

Change Order No: 25

Project: SU-8-984(164)

PCN: 22007

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

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

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

Original Contract Amount:  
\$19,197,385.45

Date Created: 10/10/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (FEDERAL FUNDS)								
772	8000	PAINT SIGNAL STANDARD	EA	0.00	1.00	5,921.570	5,921.57	
772	9989	EXPAND EXISTING SYSTEM	L SUM	0.00	1.00	3,772.190	3,772.19	
Net Increase or Decrease to Date			-211,306.62	Part	372,122.45	Non-Part	<b>TOTALS</b>	9,693.76
							<b>NON-PARTICIPATING</b>	
							<b>PARTICIPATING</b>	9,693.76

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


**Classification**

Change Approved In Field by P.E.

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

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

City of Fargo Engineering requested additional electronics in the signal light cabinet for better operations. City of Fargo Engineering also requested the existing signal poles at 45th be removed, sandblasted, and repainted as part of the project.

 10-10-19  
CONTRACTOR DATE

\_\_\_\_\_  
 Approval Recommended  Approved  
PROJECT ENGINEER DATE

\_\_\_\_\_  
CITY/COUNTY/OTHER OFFICIAL DATE

\_\_\_\_\_  
 Approval Recommended  Approved  
DISTRICT ENGINEER DATE

\_\_\_\_\_  
REPRESENTING DATE

\_\_\_\_\_  
 Approval Recommended  Approved  
OFFICE OF OPERATIONS DATE

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

30

Improvement District No. BN-19-F1

Type: Time Extension (CO #1)

Location: Eagle Valley 3rd Addition

Date of Hearing: 10/28/2019

Routing

	Date
City Commission	11/4/2019
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding a 15-day time extension (CO #1) requested by Northern Improvement Co. due to weather related delays.

Staff is recommending approval of the time extension (CO #1) to the Substantial and Final Completion Dates as shown below:

Original Completion Dates	Revised This Memo
Substantial – October 1, 2019 Final – October 31, 2019	Substantial – October 16, 2019 Final – November 15, 2019

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of the time extension (CO #1) as described above to Northern Improvement Co.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (CO #1) to the Substantial and Final Completion Dates.

PROJECT FINANCING INFORMATION:

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

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

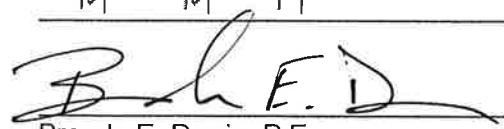
COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer

## Memorandum

**To:** PWPEC  
**From:** Jason Leonard, Project Engineer  
**Date:** October 25, 2019  
**Re:** Improvement District No. BN-19-F1 – Time Extension (CO #1)

---

**Background:**

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

Northern Improvement Company is the Contractor for this project.

Weather delay time extension. For the duration of the contract from June 2019 to October 2019 it is anticipated that 11 calendar days are going to be lost due to weather. The actual days lost due to weather on ID BN-19-F1 was 22 calendar days. An additional 11 calendar days will be added to the final and substantial completion dates.

**Recommended Motion:**

Approve Change Order #1 to the time extension to the Substantial and Final Completion Date as shown below:

Original Completion Dates	Revised This Memo
Substantial – October 1, 2019 Final – October 31, 2019	Substantial – October 16, 2019 Final – November 15, 2019

Attachments

Improvement District No BN-19-F1 Change Order No 1  
 Project Name Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb & Gutter, Asphalt Pavement & In  
 Date Entered 10/25/2019 For Northern Improvement Co

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

**EXPLANATION OF CHANGE:** Change Order # 1

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
<b>Summary</b>										
Source Of Funding										
Net Amount Change Order # 1 (\$)										0.00
Previous Change Orders (\$)										1,457,241.15
Original Contract Amount (\$)										1,457,241.15
Total Contract Amount (\$)										1,457,241.15

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/01/2019	09/27/2019	15.00	0.00	10/16/2019	09/27/2019

**Description**  
 Weather delay time extension. For the duration of the contract from June 2019 to October 2019 it is anticipated that 11 calendar days are going to be lost due to weather. The actual days lost due to weather on ID BN-19-F1 was 22 calendar days. An additional 11 calendar days will be added to the final and substantial completion dates.

**APPROVED**

APPROVED DATE

For Contractor  Department Head  10/30/19



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Title

*Project Manager*

Mayor

Attest





Home Office  
 Fargo, North Dakota  
 4000-12<sup>th</sup> Avenue North  
 58102-2910  
 PO Box 2846  
 58106-2846  
 Phone 701-277-1225  
 Fax 701-277-1516

Office  
 Bismarck, North Dakota  
 PO Box 1254  
 58502-1254  
 Phone 701-223-6895  
 Fax 701-224-0937

Office  
 Dickinson, North Dakota  
 PO Box 1035  
 58602-1035  
 Phone 701-225-5197  
 Fax 701-225-0207

## IMPROVEMENT COMPANY

Thomas M<sup>C</sup>Cormick, President/CEO  
 Steve M<sup>C</sup>Cormick, Executive Vice-President

City of Fargo Engineering  
 Attn: Jason Leonard  
 Re: City of Fargo BN-19-F1  
 September 23, 2019

Jason:

Northern Improvement Company would like to request a time extension on the substantial completion date of October 1, 2019 for the above referenced project. Rain has been a problem this year and it has limited our capabilities on site. Notwithstanding, we have done our best to expedite the process. We have brought in an additional quad track with 2 scraper bowls to supplement our clay fill process and often have 2 dozers running along with those quad tracks. According to my records, we lost 3 days to rain and wet site conditions while we were stripping topsoil (July 19, 20, 22). We lost 7 days during the underground installation (Aug 12<sup>th</sup>, 15-17<sup>th</sup>, 26<sup>th</sup>, 27<sup>th</sup>, Sept 2<sup>nd</sup> and have lost 6 days during the dirt process (Sept 9-14). In total, that equals 16 days lost due to rain and wet site conditions. It appears that the city allows 4 in July, 3 in August, and 3 in September. Since the project started on July 18<sup>th</sup>, I'd ask that only 2 of those days in July would count against us and not the full 4 since we worked half the month. If the city accepts that reasoning, it allows us 8 days of rain and we have had 16 lost which would equal 8 working days extension. Take into consideration also that a Sunday will happen over those 8 extra days and we can conclude that 9 calendar days should be allowed. We were also made aware of some extra excavation/gravel backfill work the city wants us to complete, which will add a day to the completion time also to bring it to 10 calendar days.

Based on this information, please accept this letter as our request to extend the substantial completion date to October 11<sup>th</sup>, 2019 barring no other weather delays from now until then.

Sincerely,

Rory McCormick

Estimator/Project Manager  
 Northern Improvement Company

[www.nicnd.com](http://www.nicnd.com)  
 Highway - Heavy - Municipal Contractor  
 We are an Equal Opportunity Employer



Home Office  
 Fargo, North Dakota  
 4000-12<sup>th</sup> Avenue North  
 58102-2910  
 PO Box 2846  
 58108-2846  
 Phone 701-277-1225  
 Fax 701-277-1516

Office  
 Bismarck, North Dakota  
 PO Box 1254  
 58502-1254  
 Phone 701-223-6895  
 Fax 701-224-0937

Office  
 Dickinson, North Dakota  
 PO Box 1035  
 58602-1035  
 Phone 701-225-5197  
 Fax 701-225-0207



## IMPROVEMENT COMPANY

Thomas M<sup>C</sup>Cormick, President/CEO  
 Steve M<sup>C</sup>Cormick, Executive Vice-President

City of Fargo Engineering  
 Attn: Jason Leonard  
 Re: City of Fargo BN-19-F1  
 September 23, 2019

Jason:

Northern Improvement Company previously requested a time extension on the substantial completion date for the above referenced project in a letter dated September 23, 2019. We have made considerable progress in the dry days we have had since then. All of the roadway work is complete, as is the work for the LOMR lots. Street lights are also in. The only remaining work is sidewalk work, backfill for sidewalk, seeding, and signs. Consider this letter as an update to the previous letter that requested to extend the substantial completion date to October 11<sup>th</sup>, 2019 "barring no other weather delays from now until then". Since that time, rain has continued to be a problem on this project and it has limited our capabilities on site.

We have been rained out on September 30<sup>th</sup>, 31<sup>st</sup>, October 5<sup>th</sup>, October 10<sup>th</sup>, and will be rained out October 11<sup>th</sup> and 12<sup>th</sup>.

Based on this information, and the 6 additional work days shown above, please accept this letter as our request to extend the substantial completion date six working days from the previously requested October 11<sup>th</sup>, 2019 to October 18<sup>th</sup>, 2019 barring no other weather delays from now until then.

Sincerely,

Rory McCormick  
 Estimator/Project Manager  
 Northern Improvement Company

[www.nicnd.com](http://www.nicnd.com)  
 Highway - Heavy - Municipal Contractor  
 We are an Equal Opportunity Employer





REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(31)

Improvement District No. BR-18-B2 Type: Contract Amendment #4
Location: 10th St N, 4th Ave-BNSF Underpass Date of Hearing: 10/28/2019

Table with 2 columns: Routing, Date. Rows include City Commission (11/4/2019), PWPEC File (X), Project File (Roger Kluck).

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Amendment #4 submitted by Houston Engineering for additional construction engineering and SCADA engineering services in the amount of \$27,000.00.

Staff is recommending approval of Amendment #4 in the amount of 27,000.00, bringing the total contract amount to \$287,445.18.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Contract Amendment #4 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #4 to Houston Engineering in the amount of \$27,000.00, bringing the total contract amount to \$287,445.18.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Table with 2 columns: Question, Yes/No. Rows include Developer meets City policy, Agreement for payment of specials, Letter of Credit required.

COMMITTEE

Table with 5 columns: Name, Present, Yes, No, Unanimous. Lists committee members and their voting status.

ATTEST:

Handwritten signature of Brenda E. Derrig

Brenda E. Derrig, P.E. City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Roger Kluck, PE CFM, Civil Engineer II, Storm Water  
**Date:** October 21, 2019  
**Re:** Improvement District No. BR-18-B2 – Amendment #4  
Consultant Services for Design Services for Railroad Underpass Lift Station and Lighting  
NDDOT Project NHU-CPU-8-081(038)927

---

## **Background:**

Improvement District No. BR-18-B2 was initiated to provide the design services to replace the storm sewer lift station on 10<sup>th</sup> Street North between 4<sup>th</sup> Avenue and the BNSF underpass as part of a larger project being designed by the NDDOT (Federal Aid project NHU-CPU-8-081(038)927) for 10<sup>th</sup> Street reconstruction from 4<sup>th</sup> Avenue to 12<sup>th</sup> Avenue, in 2018.

When Houston Engineering was hired to provide construction-engineering services, it was anticipated that the inspection would involve about 12 weeks of work. The project was to have been completed in the fall of 2018. The 2018 construction work has carried over into 2019 and the punch list work is still in progress. It was determined, after this project was bid, to begin the conversion of all of our storm lift stations to include SCADA management systems to aid in on going monitoring and maintenance.

Houston Engineering has provided the City with the attached detailed services quote on a not to exceed hourly services basis:

Houston Engineering additional construction engineering services:	\$ 15,000.00
<u>Houston Engineering additional SCADA engineering services:</u>	<u>\$ 12,000.00</u>
Total:	\$ 27,000.00

The recap of Engineering Consultant Services are as follows:

Original Contract:	\$ 25,862.00
Amendment # 1:	\$ 62,000.00
Amendment # 2:	\$ 169,583.18
Amendment # 3:	\$ 3,000.00
<u>Amendment # 4:</u>	<u>\$ 27,000.00</u>
Total	\$ 287,445.18

Funding will come from Special Assessments.

## **Recommended Motion:**

Approve Amendment #4 in the amount of \$27,000.00 to Houston Engineering, Inc.

ENGINEERING SERVICES AGREEMENTAMENDMENT NO. 4

**Project:** City of Fargo 10th Street Underpass Storm Pump Station  
Client Project Number: MSA Project No. BR-18-B2  
HEI Project Number: 6059-0136

**Client:** City of Fargo Engineering Department  
200 North 3rd Street  
Fargo, ND 58102  
Phone: 701-241-1545  
Attn: Roger Kluck, PE

**Location  
of Project:** 10th Street North, City of Fargo, Cass County, North Dakota

**Description  
of Work:** This contract amendment is to cover additional hourly services completed as part of the Construction Services – Civil/Survey as defined in Amendment No. 2 for the above referenced project. This includes Staking, Construction Inspection, and Construction Administration. Per the original contract, these services were to be completed on an hourly basis.

Construction of the project is nearing completion. As a result, this amendment is to cover additional services completed to date and estimated additional Construction Services costs to complete remaining construction reviews and management until the construction contracts are closed out in 2020. We based these estimates on the expected construction schedule, however future work will continue to be completed on an hourly basis as set forth in the original contract.

Additionally, this contract amendment is to provide services as requested by the City of Fargo (City) to assist with integration of the LS #78 to the City's master SCADA system.

The additional services fee is based on the following breakdown:

1. Construction Services – Civil/Survey (Existing HEI Phase 010)
2. Construction Services – SCADA Integration (New HEI Phase 012)

### **1. Construction Services – Civil/Survey**

The current Construction Services budget was based on an estimated 12-week duration for the phases of the project associated with the lift station construction. It was assumed that HEI's services would be required "full-time" during the 12-week period. Based on the current Contractor schedule, we expect the project to be closed in October 2019. Excluding winter break, the total duration of construction for the lift station portion of the project extended to approximately 36 weeks (June-October 2018, and May-August 2019), with additional punchlist/closeout type work extending

beyond this time frame. However, the majority of this work required only "part-time" construction services by HEI. Due to this extended construction timeframe, additional costs were incurred by HEI that exceeded the hourly budget provided in Amendment No. 2.

The estimated costs of the **Construction Services – Civil/Survey** is \$15,000.

## 2. Construction Services – SCADA Integration

The significant items include:

- HEI's subconsultant (Sweeney Controls) has provided Master Site programming to add LS #78 into the SCADA system.
- HEI's subconsultant (Sweeney Controls) extended the height and modified the direction of the radio antenna. Sweeney then tested communications to determine if the site would communicate with the Master Site. This work was done on a time and materials basis.
- HEI has administered this task and provided coordination with Sweeney and the City.
- HEI will continue administration of this task by soliciting quotes to complete fiber connection from LS #78 into the City's fiber optic system and coordinate the work with the contractor.

The estimated costs of the **Construction Services – SCADA Integration** is \$12,000.

### **Basis of Proposal:**

This amendment covers the additional services as described above. Actual services will be billed on an hourly basis as per the original contract conditions.

### **Fee:**

The total additional estimated fee for the above described tasks is \$27,000. Additional work required beyond the scope listed below will be billed at our current hourly rates. Houston Engineering, Inc. will perform the services as outlined herein. Tasks will be performed in accordance with our current hourly rates.

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

### **Limitation of Liability:**

Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the

negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

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

Authorization:

Client: City of Fargo

Signature: \_\_\_\_\_

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

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

Proposal: Houston Engineering, Inc.

Signature: *De Plodan*

Title: Project Engineer

Date: 10/8/19

<http://inside.houstoneng.com/project-management/Library/ContractAmendment-Delated.docx>