

FARGO CITY COMMISSION AGENDA
Monday, February 22, 2021 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, February 8, 2021 and Special Meeting, February 17, 2021).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Receive and file an Ordinance Relating to the Electrical Code.
- 2. Applications for Games of Chance:
 - a. St. Mary's Cathedral for a raffle on 5/2/21.
 - b. USA Wrestling of North Dakota for a raffle on 7/22/21.
 - c. NDSU Lions Club for a raffle on 4/14/21.
- 3. Site Authorization for Metro Sports Foundation Inc. at Radisson Blu.
- 4. Extension of the Class "A" Alcoholic Beverage License for Irish Hospitality, LLC d/b/a Hennessey's Irish Pub until 6/30/22.
- 5. Purchase Agreement with Susan M. Rydell a/k/a Susan M. Montplaisir for property located at 739 Royal Oaks Drive North (Project No. FM-19-B).
- 6. Liability Acknowledgment and Agreement for Temporary Water Service Installation for Uptown Lofts LLC.
- 7. Contract Amendment No. 2 with Houston Engineering in the amount of \$57,500.00 for Project No. FM-19-A0.
- 8. Contract Amendment No. 2 with Houston Engineering in the amount of \$53,000.00 for Project No. FM-19-E0.
- 9. Amendment No. 3 with Houston Engineering in the amount of \$233,000.00 for Project No. FM-19-F0.
- 10. Bid advertisement for Project Nos. FM-19-F and SR-21-A.
- 11. Notice of Grant Award from the ND Department of Emergency Services - Division of Homeland Security for the FY 20 State Homeland Security Grant Program (CFDA #97.067).
- 12. Addition of two outdoor warning sirens to the bid with MidStates Wireless in the amount of \$60,213.44 (RFP20049).

Bid awards for 2021 contracted forestry services:

- a. Tree and stump removal (RFP21023)
- b. Landscape Maintenance Services (RFP17025)
- c. Tree Injection (RFP19008).
- d. Brush Chipping (RFP19038).

14. Agreement for Services with F-M Ambulance Service, Inc.
15. City Attorney directed to review the proposed requirements to the Therapeutic Massage Program, Article 13-17.
16. Sublease Agreement with Sanford Medical Center Fargo.
17. Resolution approving Plat of West Park Fourth Addition.
18. Bid award for water main materials, miscellaneous materials, fire hydrants and fire hydrant parts, and miscellaneous street materials (RFP21030).
19. Bid award for aggregate materials, concrete, asphalt and emulsified asphalt (RFP21031).
20. Bid award for an EV Charging Station at City Hall (AFB20142).
21. Task Order No. 2 with KLJ for Public Works Campus Master Plan Phase II (RFP19127).
22. Bid award for one 125 HP utility tractor with front mount snow blower (RFP21041).
23. Bid award for the Metro Transit Garage lighting replacement project (AFB20132).
24. Bills.
25. Create Improvement District Nos. BN-21-F, BR-21-E and PR-21-C.
26. Contract and bond for Improvement District No. AN-20-E1.

REGULAR AGENDA:

27. **RESIDENT COMMENTS** (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).
28. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
 - a. CONTINUED to 3/22/21 – Application for a Class “CW” Alcoholic Beverage License for The White House & Vintage Rental d/b/a The Ivy & Rose Warehouse to be located at 22 14 1/2 Street North.
 - b. Application for a Class “GH” Alcoholic Beverage License for Adibon African European Cuisine Catering d/b/a Adibon A & E Fusion Cuisine to be located at 3017 13th Avenue South.
 - c. Annexation of Part of Sections 3, 4 and 10, Township 138 North, Range 49 West containing 251.10 acres more or less.

- d. South Ridge First Addition (2365 and 2445 65th Avenue South); approval recommended by the Planning Commission on 2/2/21:
 1. Growth Plan Amendment.
 2. Zoning Change from MR-3, Multi-Dwelling Residential to LC, Limited Commercial with a C-O, Conditional Overlay on Lots 5 and 6, Block 3.
 3. 1st reading of rezoning Ordinance.
29. COVID-19 Update:
 - a. Fargo Cass Public Health Update.
30. Update from the Greater Fargo Moorhead Economic Development Corporation.
31. Update on the North Broadway Bridge.
32. Recommendation from Commissioner Preston for implementation of Voting At Home (VAH) for the 2022 Primary Election.
33. Recommendation from the Liquor Control Board to discuss a proposal to remove the 100 foot rule and expansion of the Class "B" Alcoholic Beverage License.
34. Legislation Matters:
 - a. Recommendation from Commissioner Gehrig on City staff's position on legislative bills.
 - b. Recommendation from Mayor Mahoney on a policy for Interaction with the State Legislature.
35. Applications for property tax exemptions for improvements made to buildings:
 - a. Erik and Lisa Nordeng, 1608-1610 8th Street North (5 year).
 - b. Michael A. Hanson, 1802 13th Avenue South (5 year).
 - c. Rodney and Karen Hardie, 2472 Lilac Lane North (5 year).
36. Appointments to the Sustainability and Resiliency Committee.

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

Minutes are available on the City of Fargo website at www.FargoND.gov/citycommission.



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

February 18, 2021

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

RE: An Ordinance Amending Sections 23-0211 and -0215 Relating to the Electrical Code

Dear Commissioners,

Enclosed for your approval is an Ordinance adopting the 2020 National Electrical Code (NEC) which will maintain consistency with state law. Recently, the State of North Dakota adopted the 2020 NEC, ultimately replacing the 2017 NEC. City ordinance currently reflects the adoption of the 2017 NEC.

At its February 8th, 2021 meeting, the Board of City Commissioners directed the City Attorney's Office to work with the Inspections Department to review and update Article 23-02 regarding this subject. As a result, I am remitting to you for your approval, an Ordinance adopting the 2020 NEC.

Suggested Motion: I move to receive and file an Ordinance amending Sections 23-0211 and 23-0215 of Article 23-02 of Chapter 23 of the Fargo Municipal Code Relating to the Electrical Code and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

Please feel free to contact me or Bruce Taralson if you have any questions or concerns.

Sincerely,

Alissa R. Farol
Assistant City Attorney

Enc.

cc: Bruce Taralson, Inspections Administrator



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 23-0211 AND 23-0215
OF ARTICLE 23-02 OF CHAPTER 23 OF THE FARGO MUNICIPAL CODE
RELATING TO THE ELECTRICAL CODE

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

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

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

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

WHEREAS, N.D.C.C. §43-09-21 authorizes cities to make wiring standards more stringent than those established by the state; and

NOW, THEREFORE,

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

Section 1. Amendment.

Section 23-0211 of Article 23-02 of Chapter 23 of the Fargo Municipal Code is hereby amended to read as follows:

23-0211. Installations must conform to certain regulations before certificate issued.--No certificate of approval shall be issued for electric light, power, and heating installations unless such installations are in strict conformity with the provisions of this chapter, the statutes of the state of North Dakota, the North Dakota State Wiring Standards, Article 24.1-06 of the North Dakota Administrative Code, as amended herein, the ordinances, rules and regulations issued by the board of city commissioners of the city of Fargo, under authority of the state

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 statutes, and unless they are in conformity with approved methods of construction for safety
2 to life and property. The regulations as laid down in the 2017 2020 edition of the National
3 Electrical Code as currently adopted by the State of North Dakota, as approved by the
4 American Standards Association and in the National Electrical Safety Code, as approved by
5 the American Standards Association, and other installation and safety regulations approved
6 by the American Standards Association, together with the current standards as published by
7 the National Fire Protection Association, shall be prima facie evidence of such approved
8 methods.

9 Section 2. Amendment.

10 Section 23-0215 of Article 23-02 of Chapter 23 of the Fargo Municipal Code is hereby
11 amended to read as follows:

12 23-0215. Violations.-- Every person, firm or corporation violating any of the provisions
13 of this article shall, upon conviction thereof, be guilty of an infraction, and be punished by
14 a fine not to exceed ~~\$500.00~~ \$1,000.00; the court to have the power to suspend said
15 sentence and to revoke the suspension thereof.

16 Section 3. Penalty.

17 A person who willfully violates this ordinance is guilty of an infraction. Every person, firm
18 or corporation violating an ordinance which is punishable as an infraction shall be punished
19 by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to
20 revoke the suspension thereof.
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 4. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

(2a)

V 10601
2/8/21
IT

☐ Local Permit

Name of Nonprofit Organization or group of people permit is issued to St. Mary's Cathedral		Date(s) of Activity 5/2/21 to 5/2/21		For a raffle, provide drawing date(s): May 2, 2021	
Person Responsible for the Gaming Operation and Disbursement of Net Income Jayne Feakes		Title Administrator		Business Phone Number 701-235-4289	
Business Address 619 7th St. N.		City Fargo		State ND	Zip Code 58102
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted St. Mary's Cathedral		Site Address 604 Broadway			
City Fargo		State ND	Zip Code 58102	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels*					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	cash	\$1,500
		\$500
		\$250
		\$250
	gift card	\$250
	gift card	\$250

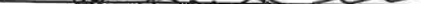
Game Type	Description of Prize	Retail Value of Prize
Total:		(Limit \$40,000 per year) \$ 3,000.00

Intended uses of gaming proceeds: For our church programs, building main-
tenance, youth programs, bus for the elderly.

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

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

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

Signature of Organization or Group's Top Official 	Date 2/4/21	Title Administrator	Business Phone Number 701-235-4289
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Signature of Organization or Group's Top Official



OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

\$25.00
2-16-21
✓ 1324

☒ Local Permit

* ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to USA WRESTLING OF NORTH DAKOTA		Date(s) of Activity to		For a raffle, provide drawing date(s): JULY 22, 2021	
Person Responsible for the Gaming Operation and Disbursement of Net Income DEAN SHEARER		Title TREASURER		Business Phone Number 701-371-2738	
Business Address 2515 76th AVE N.		City FARGO		State ND	Zip Code 58102
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted FARGO DOME		Site Address 1800 UNIVERSITY DR. N.			
City FARGO		State ND	Zip Code 58102	County CASS	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	\$1000 SCHLERS GIFT CARD	1000
11	(3) \$500 SCHLERS GIFT CARDS	1500
11	(10) \$200 SCHLERS GIFT CARDS	2000
11	(20) \$100 SCHLERS GIFT CARDS	2000
11		

Game Type	Description of Prize	Retail Value of Prize
Total:		(Limit \$40,000 per year) \$ 6500

Intended uses of gaming proceeds: To help send up to 120 IVD elementary + high school
wrestlers to various national dual tournaments, in Iowa, Oklahoma

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

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

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

Signature of Organization or Group's Top Official <i>Dean Shearer</i>	Date <i>2-16-2021</i>	Title <i>Treasurer</i>	Business Phone Number <i>701-371-2738</i>
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20

525.00

☒ LocalDESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

		Detail Value of	
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Figure 1. The effect of the number of nodes on the number of iterations required to reach the optimal solution for the 1000 nodes problem.

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Has the organization or group received a restricted event permit from any state, local, or tribal government? ☐ Yes ☒ No

Has the organization or group received a local permit from any city or county for the proposed activity? ☒ Yes ☐ No

100



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

3

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

Full, Legal Name of Gaming Organization **Metro Sports Foundation Inc.**

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 Radisson Blu			
Street 201 5th St N	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 3/1/21	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) South East corner of Level 2 Bar on second floor			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known N/A			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (If restricted) _____ Hours of gaming (If restricted) _____

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 2/22/21
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

4

AUDITOR'S OFFICE

Fargo City Hall
225 4th Street North
PO Box 2471

Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

www.FargoND.gov

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Liquor License Extension – Hennessey's
DATE: February 17, 2021

The Auditor's office received a request to grant an extension of the requirements of 25-1512 from Irish Hospitality d/b/a Hennessey's Irish Pub until June 30, 2022.

Hennessey's closed in January 2019 but filed to renew their license continuously since then. The intention has always been to relocate to a new concept, however, a good fit for development has been difficult to find, compound that with COVID and it appears the opportunity to move forward with a business concept may continue to take time to come to fruition.

The Liquor Control Board recommended approval of the requested extension.

Please approve an extension of 25-1512 for Irish Hospitality d/b/a Hennessey's Irish Pub until June 30, 2022.

Recommended Motion:

Move an extension of the requirements of 25-1512 to Hennessey's Irish Pub until June 30, 2022.

William P. Harrie*
Mark R. Hanson* •
Douglas W. Gigler*
Andrew L.B. Noah
Jacqueline S. Anderson*



*Thaddeus E. Swanson
*Cloe A. Kilwein
*Anthony J.R. Anderson
*Colin A. Brown

Gregory B. Selbo, Retired

*Also Licensed in Minnesota
• Also Licensed in South Dakota

February 9, 2021

Steve Sprague
City Auditor
225 N. 4th St.
Fargo, ND 58102

VIA E-MAIL & HAND DELIVERED

SSprague@FargoND.gov

Re: Hennessy's License
Our File No. 14010.001

Dear Steve:

I represent Irish Hospitality, LLC the holder of the Class A liquor license No. A-9 issued by the City of Fargo ("License") to Irish Hospitality, LLC d/b/a Hennessy's Irish Pub. Dave Erickson is an owner of Irish Hospitality, LLC. Irish Hospitality and Dave Erickson are collectively referred to herein as "my client" or "Erickson." This letter follows our prior communications regarding the License.

The License was approved and issued in 2014 with regard to the Hennessy's Irish Pub in South Fargo. Hennessy's was opened and operated until January of 2019. I understand the License has been continually renewed and is currently in place through June 30, 2021.

Good cause exists to extend the License. For example, when Hennessy's closed, my client started to look for a new venture where the License could be used. A number of opportunities have been pursued, including the preparation of detailed business plans. However, due to issues relating to Covid and the inherent delays in developing projects, the end date for determining the use of the License is not yet known.

My client, therefore, respectfully requests that Class A license No. A-9 be extended until June 30, 2022, to allow sufficient time for the license to be used for a new venture.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark R. Hanson", is written over a horizontal line.

Mark R. Hanson

MRH/mrh

Cc: Client [Via email only]

5

February 16, 2021

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

**Re: Susan M. Rydell, a/k/a Susan M. Montplaisir – Purchase Agreement
Project #FM-19-B**

Dear Commissioners:

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

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of the property located at 739 Royal Oaks Drive North from **Susan M. Rydell, a/k/a Susan M. Montplaisir** in association with Project #FM-19-B and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Jody Bertrand
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **SUSAN M. RYDELL, a/k/a SUSAN M. MONTPLAISIR**, the identified owner of the property located at 741 Royal Oaks Drive Fargo, North Dakota hereinafter "Seller", whether one or more, and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

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

All that part of Lot Two, Block One, Broadway North Third Addition to the City of Fargo, Cass County, North Dakota, that lies Southerly, Westerly, and/or Southwesterly of the following described line: From the West corner of Lot Two, Block One, Broadway North Third Addition to the City of Fargo, Cass County, North Dakota, bear north 51°30'00" East along the rear line of said Lot Two a distance of 71.78 feet to the Point of Beginning of the line herein described; thence South 28°54'59" East a distance of 87.05 feet; thence North 61°05'01" East a distance of 1.50 feet; thence South 28°54'59" East a distance of 3.50 feet; thence South 61°05'01" West a distance of 1.50 feet; thence South 28°54'58" East a distance of 23.69 feet, more or less, to a point of intersection with the front line of said Lot Two, and there terminating.

Property Address: 741 Royal Oaks Drive Fargo, ND 58102

WHEREAS, Owner desires to sell, and the City of Fargo is willing to purchase Owner's property; and

WHEREAS, Seller and Buyer have reached an agreement to purchase the property in accordance with the terms herein.

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

1. Subject Matter. The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.
2. Purchase Price. The purchase price for the Property is Three Hundred and Thirty-Five Thousand Dollars (\$335,000.00).
3. Payment of Purchase Price. The mortgage, if any, as well as any liens or encumbrances, will be paid and Seller shall receive the balance of the purchase price, less any escrow amounts, in cash on the date of closing.
4. Abstract. Seller shall furnish Buyer an abstract of title to the subject property and Buyer shall pay for the cost of continuation of said abstract to a recent date. Said abstract must show

good and marketable title in Seller free and clear of all liens and encumbrances (other than those that will be handled at closing). City shall pay all costs associated with closing, including deed preparation and recordation.

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

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

7. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, but not later than April 21, 2021. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, \$1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the \$1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.

A separate Occupancy Agreement may be entered into between the parties should Seller desire to continue to reside in the dwelling longer than the end of the month of closing. If Seller elects to occupy the premises beyond the end of the month of closing, rent shall be paid to the City in the amount of \$1,000/month beginning on the 1st day of the month following closing. 3% of the purchase price shall be retained until such time Seller vacates the premises.

If Seller vacates the property prior to closing, the end of the month of closing, or prior to the expiration of the time period contained in an Occupancy Agreement, Seller shall immediately notify Buyer so that appropriate measures can be taken to secure the premises.

8. Relocation Assistance. Seller may qualify as a "displaced person," as the term is defined under the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (42 U.S.C. 4601, et seq.) and under Chapter 54-01.1 of the North Dakota Century Code. The Purchase Price does not include relocation assistance, but does include the Replacement Housing Differential Payment. If the Seller qualifies as a displaced person and is otherwise entitled to relocation assistance, the parties will agree to relocation assistance payments in a separate written agreement.

9. Fixtures, Structures and Personal Property. Seller and Buyer agree that the real and personal property affixed to the real estate at the time of closing shall become the Buyer's property without the need for a bill of sale or other conveyance. The parties further agree that all carpeting, light fixtures, window coverings, dishwasher, and other appliances affixed to the property are included in this transaction, unless excepted herein:

Items Identified for Removal by Seller:

Washer, Dryer, Refrigerator, Dishwasher (all from previous home) ^{if possible}
Light Fixtures in master bedroom & kitchen (brought from other house)

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

11. Inspection and Photographs. Seller agrees to allow City to enter the Premises for purposes of inspection, including but not limited to asbestos testing and mitigation.

DATED this 26 day of January, 2021.

SELLER:


Susan M. Rydell, a/k/a Susan M. Montplaisir

DATED this ____ day of _____, 2021.

BUYER:

City of Fargo, a North Dakota
municipal corporation

Dr. Timothy J. Mahoney M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

6

Type: Temporary Water Service

Location: Uptown Lofts (703 & 705 10th Ave N)

Date of Hearing: 2/1/2021

RoutingDate

City Commission

2/22/2021

PWPEC File

X

Project File

Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a Liability Acknowledgement and Agreement for Temporary Water Service Installation for Uptown Lofts located at 703 and 705 10th Avenue North.

Uptown Lofts is currently redeveloping two lots in north Fargo. The existing City water main is adjacent to the storm sewer at approximately the same elevation. The approved site plan shows the water service must be placed under the storm sewer to maintain minimum cover and potential freezing of the water service. Uptown Lofts and their contractor failed to complete their connection in a timely manner causing the City concern that the exposed water main could freeze. It was negotiated to allow a temporary water service above the storm sewer. This temporary service only has 5' of cover but additional insulation was placed over the service to reduce the chance of the service freezing. The Developer will be responsible for this service but if they do not act in a timely manner, the City can make the repairs or hire a contractor to complete the work.

Staff is recommending approval of the Liability Acknowledgement and Agreement for Temporary Water Service Installation.

On a motion by Ben Dow, seconded by Steve Sprague, the Committee voted to recommend approval of the Liability Acknowledgment and Agreement for Temporary Water Service Installation.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Liability Acknowledgement and Agreement for Temporary Water Service Installation.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

Present	Yes	No	Unanimous
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ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

January 28, 2021

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: January 28, 2021
Re: Uptown Lofts Water Service

Background:

Uptown Lofts is currently redeveloping two lots in North Fargo. Specifically 703 and 705 10th Ave North. The existing City water main is adjacent to the storm sewer at approximately the same elevation. The water main is south of the storm sewer and the 4" water service has to cross the storm sewer. The approved site plan clearly shows the water service must be placed under the storm sewer to maintain minimum cover and potential freezing of the water service.

Uptown Lofts and their contractor did not complete their connection in a timely manner and were still working on the service in mid-December. The City was concerned that the exposed water main would freeze so a deal was negotiated to allow a temporary water service above the storm sewer. This temporary service only has 5' of cover but additional insulation was placed over the service to reduce the chance of the service freezing.

The attached agreement is an acknowledgement of liability for the temporary water service. The Developer will be responsible for this service but if they do not act in a timely manner, the City can make the repairs or hire a contractor to complete the work.

Recommended Motion:

Approve the Liability Acknowledgement and Agreement for Temporary Water Service Installation.

Attachment

Liability Acknowledgement and Agreement for Temporary Water Service Installation

THIS Liability Acknowledgement and Agreement for Temporary Water Service Installation given by Uptown Lofts LLC, a North Dakota limited liability company (hereinafter "Uptown Lofts") to the city of Fargo, a North Dakota municipal corporation (hereinafter "City") is for the purpose of memorializing the parties' agreement and understanding of the conditions under which Uptown Lofts was permitted to install a Temporary Water Service, more particularly described herein, as well as confirm the terms under which such Temporary Water Service shall be maintained or repaired, and Uptown Lofts' responsibility with respect to all other properties serviced by the existing water main.

WHEREAS, Uptown Lofts is redeveloping two parcels in north Fargo, specifically 703 and 705 10th Ave N.; and

WHEREAS, the city of Fargo approved a site design with detail that required the water service be installed under the existing storm sewer to meet North Dakota Department of Health requirements and to keep the water service out of the typical frost zones in Fargo; and

WHEREAS, Uptown Lofts did not complete the approved water service installation in a timely and acceptable manner; and

WHEREAS, due to weather conditions and in the interest of public safety to ensure both fire suppression and water services to neighboring properties, City approved a temporary water installation above the storm sewer, to serve Uptown Lofts exclusively; and

WHEREAS, because the design of the Temporary Water Service increases the possibility that the existing water service may freeze, in addition to issues with the Temporary Water Service itself, Uptown Lofts has agreed to be responsible for repairs and maintenance, and accept all liability for incidents related to the immediate placement of the Temporary Water Service.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Uptown Lofts was permitted to install the Temporary Water Service above the existing storm sewer in accordance with design specifications presented by Uptown Lofts' Engineering consultants.

2. The permitted Temporary Water Service will only be allowed to serve Uptown Lofts' own properties located at 703 and 705 10th Ave North, legally described as follows:

Lots 12 and 13, Block 16, Wilson's Subdivision of Block 16 Chapins Addition, City of Fargo, Cass County, North Dakota.

(hereinafter "Development Property").

3. The water service for Uptown Lofts approved pursuant to the site plan, unless otherwise modified and agreed to in writing by both parties hereto, shall be installed and operational on or before July 30, 2021. Uptown Lofts shall remain solely responsible for the Temporary Water Service and the service to the existing water service users until such time as the approved water service is operational.

4. Uptown Lofts understands and agrees to accept all responsibility for the Temporary Water Service and the connection to the existing city water main and the properties served, for any and all problems, incidents, or issues of any kinds, including but not limited to freezing and leakage. In the event problems are encountered, Uptown Lofts will be responsible to make immediate repairs to ensure uninterrupted service to adjacent properties. Until the permanent water service is complete, Uptown Lofts will obtain approval from the City of Fargo prior to any transfer of ownership.

5. If repairs are not completed within 24 hours of such service disruption, City may complete the repairs by any means necessary in the interest of public safety. All costs to complete the repairs will be to the responsibility of Uptown Lofts, plus an additional 10% administrative service fee based on the cost of repairs. Payment due within 30 days, and all unpaid amounts shall be subject to interest accruing at a rate of 1 ½%/month. The City, at its sole discretion, shall determine if the required repairs were caused by the Temporary Water Service.

6. Uptown Lofts agrees and understands that upon acceptance of the Permanent Water Service completed in accordance with the approved site plan, Uptown Lofts shall remove the Temporary Water Service and the water connection at the water main and restore the water main according to City Standards and Specifications, replace topsoil, restore drainage, establish turf, and remove all equipment from the City rights-of-way in a timely and orderly manner. If Uptown Lofts does not complete the Permanent Water Service by July 30, 2021, City may complete the Permanent Water Service by any means necessary in the interest of public safety. Payment terms as defined in #5 above will apply to this work.

7. Uptown Lofts will, during any use of said public right-of-way, use due care to protect city streets, utilities and all other public property, minimize disruption to pedestrian travel, in accordance with MUTCD Standards and Specifications. It is understood and agreed by and between the parties that Uptown Lofts will be responsible for the repair or replacement of any public property

which may be damaged or destroyed as a direct or indirect result of the use of the public rights-of-way.

8. Uptown Lofts further agrees to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public rights-of-way as aforesaid. Uptown Lofts also agrees to provide to the City a certificate of General Liability insurance in an amount not less than \$500,000 indicating acceptance by its insurer of its obligation to defend and hold the City harmless as hereinabove stated.

9. Uptown Lofts understands and agrees that proceeding with construction of the Temporary Water Service is entirely at its own risk and expense. Uptown Lofts shall have no claim against the City for any costs or expenses incurred in constructing the same.

10. The parties further understand and agree that the cost of any repairs to the public right of way and existing public infrastructure occasioned by the Temporary Water Service shall be Uptown Loft's sole financial responsibility. Costs incurred, plus 10%, shall be billed directly to Uptown Lofts, and paid within 30 days of invoice. Interest shall accrue at the rate of 1 ½%/month on all past due amounts. If after 90 days, payment in full has not been made, the project costs will be assessed against the Development Property, including all costs of completing the project, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.

11. Uptown Lofts understands and agrees that this Liability Acknowledgement and Agreement for Temporary Water Service may be recorded, and further agrees to advise any successors in interest or assigns of the terms hereof and the existence of the Temporary Water Service.

12. This Liability Acknowledgement and Agreement for Temporary Water Service shall be construed and interpreted in accordance with the laws of the State of North Dakota.

13. Entire Agreement. This Liability Acknowledgement and Agreement for Temporary Water Service contains the entire agreement between Uptown Lofts, LLC and the City of Fargo. Any amendment must be in writing signed by both parties.

Dated this 8th day of February, 2020.

Uptown Lofts LLC, a North Dakota Limited Liability Company

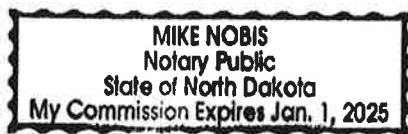
By: [Signature]
Its President

STATE OF ND)
COUNTY OF CASS) ss:

On this 8th day of FEBRUARY, 2020, before me, a notary public in and for said county and state, personally appeared BRANDON RABOIN to me known to be the PRESIDENT, of the company described in and that executed the within and foregoing instrument, and acknowledged to me that said company executed the same.

(SEAL)

[Signature]
Notary Public
Cass County, North Dakota



Dated this ____ day of _____, 2020.

**City of Fargo, a North Dakota
Municipal Corporation**

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

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 202__, before me, a notary public in and for said county and state, personally appeared **Dr. Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and City Auditor, respectively, of the **City of Fargo**, a North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

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

The legal description provided by:
City of Fargo Engineering
225 4th Street North
Fargo, ND 58102
(701) 241-1545
feng@fargond.gov

REPORT OF ACTION

(7)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-A0 Type: Contract Amendment #2

Location: Riverwood Addition Date of Hearing: 2/16/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>2/22/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding Contract Amendment #2 submitted by Houston Engineering in the amount of \$57,500.00 for additional work not identified in the original scope.

Staff is recommending approval of Contract Amendment #2 in the amount of \$57,500.00, bringing the total Contract amount to \$336,000.00.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Contract Amendment #2 to Houston Engineering.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Amendment #2 in the amount of \$57,500.00, bringing the total contract amount to \$336,000.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

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

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


Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
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ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Nathan Boerboom
Division Engineer

Date: February 10, 2021

Subject: Contract Amendment #2
Riverwood Addition Area Flood Mitigation – Project #FM-19-A0

Design on the above referenced project is nearing completion with the expectation that this project will soon start the bidding process to allow for construction this upcoming summer. Through the final design efforts, there have been a few additional items added to Houston Engineering's scope that were not part of the project's original scope, such as additional SWMM modeling, sidewalk design and home demolition plan sheets. Further explanation of these changes can be seen in the attached proposed contract amendment from Houston.

With the design of the project nearing completion, it is also necessary to review the original cost proposal submitted by Houston for the construction administration, observation and survey of the project. The initial RFP for this project specified an assumed construction duration and number of hours per week for the observation. With the final scope of the project now determined, it is estimated that the construction duration will be less than originally anticipated but the number of observation hours per week should be increased. In addition to the observation hours needing to be revised, it is also necessary to adjust this task's budget to reflect Houston's 2021 hourly rates instead of the 2020 hourly rates that were part of the original cost proposal.

The following are the tasks where budget amendments are being requested:

- Task 6 (Design and Plan Preparation) – Increase of \$35,000
- Task 7 (Construction Administration, Observation and Survey) – Increase of \$22,500

If approved, the following will be the revised contract amounts for this project:

- Project Development - \$186,000 (increase of \$35,000)
- Construction Administration, Inspection & Survey - \$150,000 (increase of \$22,500)

Full descriptions of the work associated with the tasks can be seen on the attached amendment submitted by Houston Engineering.

Recommended Motion:

Approval of Contract Amendment #2 for FM-19-A0, the Riverwood Addition Flood Mitigation, in the amount of \$57,500.00 to Houston Engineering.

Fargo Corporate Office 701.237.5065 701.237.5101

1401 21st Avenue North Fargo ND 58102



PROFESSIONAL SERVICES

AMENDMENT NO. 2 - FOR ADDITIONAL ENGINEERING SERVICES

Project: City of Fargo Project FM-19-A0 – Riverwood Addition Area Flood Mitigation
HE Project No. 6059-0161

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

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

**Description
of Work:** This contract amendment is for additional Professional Engineering services necessary to develop final plans and specifications and provide construction engineering services for the above referenced project. During detailed design of the project, several items were identified that required additional engineering services not originally anticipated. In addition, the originally anticipated project timeline was extended due to unforeseen circumstances. This extended project duration resulted in addition costs during the design of the project. The construction administration, observation, and survey cost proposal for the project was originally estimated based on an assumed construction duration. These professional services will need to be revised now that the scope of the construction project has been fully developed. In order to complete final design and provide construction services for the recommended project alignment, the following additional services are required.

Task 6 – Design and Plan Preparation Amendment

During design review, the City requested that an additional bike path crossing be installed at University Dr and 40th Ave N. This additional bike path crossing will be included in the final design. The revised project alignment carries the proposed protection to 40th Ave N and intercepts an additional storm outfall which increases the scope of the internal drainage improvements. This increased scope of the internal drainage improvements requires additional SWMM modeling and infrastructure design. The revised project alignment now includes several house demolitions that were not part of the original plan. Lastly, the slope unloading component and new outfall pipe result in impacts on Park District property. Additional easements for impacts on Park District property are required and will be

Bismarck 701.323.0200 701.323.0300

Maple Grove 763.493.4522 763.493.5572

Minot

701.852.7931 701.858.5655

Thief River Falls

218.681.2951 218.681.2987

Page 2

developed as part of this amendment. The following proposed budget amendment is being requested to complete the additional work listed above.

Task 6 Budget Amendment \$35,000

Task 7 – Construction Administration, Observation and Survey

The original cost proposal for this project assumed 24 weeks of construction with an average of 40 hours/week of construction observation. The project is proposed to have a final completion date of October 15, 2021. As such, the currently anticipated construction duration is now 22 weeks. In addition, typical construction observation averages closer to 50 hours/week as opposed to the 40 hours/week originally estimated. The increased scope of project will also require additional construction staking to complete the project. Lastly, this project was originally anticipated to be constructed in 2020. Due to unforeseen circumstances, construction has been delayed to 2021. Our original construction cost proposal was based on HEI's 2020 hourly rates and needs to be adjusted for 2021 rates. This amendment is being requested to adjust for the change in construction duration, increase in weekly construction observation hours, adjustments for addition construction staking needs and increased 2021 hourly rates.

Task 7 Budget Amendment \$22,500

**Basis of
Proposal:**

This amendment covers the additional services as described above.

Fee:

The total budget for the above described tasks is \$57,500. Additional work required beyond the scope listed above will be billed at our current hourly rates.

Conditions:

The work outlined in this amendment will be performed in accordance with the Agreement for Professional Services for City Project # FM-19-A0 dated May 6, 2019.

Upon receipt of written acceptance of this amendment, Houston Engineering, Inc. will begin performing the additional work outlined above.

HOUSTON ENGINEERING, INC.



Michael P. Love, PE
Project Manager

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-E0

Type: Contract Amendment #2

Location: Elm Circle

Date of Hearing: 2/16/2021

RoutingDate

City Commission

2/22/2021

PWPEC File

X

Project File

Nathan Boerboom

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding Contract Amendment #2 submitted by Houston Engineering in the amount of \$53,000.00 for additional work not identified in the original scope.

Staff is recommending approval of Contract Amendment #2 in the amount of \$53,000.00, bringing the total Contract amount to \$225,000.00.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Contract Amendment #2 to Houston Engineering.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Amendment #2 in the amount of \$53,000.00, bringing the total contract amount to \$225,000.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Flood Sales Tax (460)

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/ACOMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☐☐☐

Steve Dirksen, Fire Chief

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Bruce Grubb, City Administrator

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Ben Dow, Director of Operations

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Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☒☒☐

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Nathan Boerboom
Division Engineer

Date: February 10, 2021

Subject: Contract Amendment #2
Elm Circle Area Flood Mitigation – Project #FM-19-E0

Design on the above referenced project is nearing completion with the expectation that this project will soon start the bidding process to allow for construction this upcoming summer. Through the final design efforts, there have been a few more iterations of levee alignments within the private property owners' backyards. These iterations were necessary to make sure we get acceptance by the property owners to construct the levee in their backyards. However, Houston Engineering spent additional design hours beyond what was within their scope as a result of these iterations. Further explanation of this work can be seen in the attached proposed contract amendment from Houston.

With the design of the project nearing completion, it is also necessary to review the original cost proposal submitted by Houston for the construction administration, observation and survey of the project. The initial RFP for this project specified an assumed construction duration and number of hours per week for the observation. With the final scope of the project now determined, it is estimated that the construction duration will be a couple of weeks longer than originally anticipated, and additionally, the number of observation hours per week should be increased. Lastly, it is also necessary to adjust this task's budget to reflect Houston's 2021 hourly rates instead of the 2020 hourly rates that were part of the original cost proposal.

The following are the tasks where budget amendments are being requested:

- Task 6 (Design and Plan Preparation) – Increase of \$25,000
- Task 7 (Construction Administration, Observation and Survey) – Increase of \$28,000

If approved, the following will be the revised contract amounts for this project:

- Project Development - \$115,000 (increase of \$25,000)
- Construction Administration, Inspection & Survey - \$110,000 (increase of \$28,000)

Full descriptions of the work associated with the tasks can be seen on the attached amendment submitted by Houston Engineering.

Recommended Motion:

Approval of Contract Amendment #2 for FM-19-E0, the Elm Circle Area Flood Mitigation, in the amount of \$53,000.00 to Houston Engineering.

Fargo Corporate Office P 701.237.5065 F 701.237.5101

1401 21st Avenue North Fargo ND 58102



PROFESSIONAL SERVICES

AMENDMENT NO. 2 - FOR ADDITIONAL ENGINEERING SERVICES

Project: City of Fargo Project FM-19-E0 – Elm Circle Area Flood Mitigation
HE Project No. 6059-0166

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

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

Description of Work: This contract amendment is for additional Professional Engineering services necessary to develop final plans and specifications and provide construction engineering services for the above referenced project. During detailed design of the project, several items were identified that required additional engineering services not originally anticipated. In addition, the originally anticipated project timeline was extended due to unforeseen circumstances. This extended project duration resulted in addition costs during the design of the project. The construction administration, observation, and survey cost proposal for the project was originally estimated based on an assumed construction duration. These professional services will need to be revised now that the scope of the construction project has been fully developed. In order to complete final design and provide construction services for the recommended project alignment, the following additional services are required.

Task 6 – Design and Plan Preparation Amendment

In order to ensure acceptance of the proposed project by the private property owners, additional design iterations and components are necessary. Additional design features, such as fence replacements and grading revisions, to ensure proper tie-in to rear yards will be completed and incorporated into the final design of the project. Comments received from homeowners will be evaluated and incorporated into the project design if deemed appropriate. Revisions to the alignment will require additional geotechnical and hydraulic evaluation. The following proposed budget amendment is being requested to complete the additional work listed above.

Task 6 Budget Amendment \$25,000

Bismarck	701.323.0200	701.323.0300	Minot	701.852.7931	701.858.5655
Maple Grove	763.493.4522	763.493.5572	Thief River Falls	218.681.2951	218.681.2987

Page 2

Task 7 – Construction Administration, Observation and Survey

The original cost proposal for this project assumed 16 weeks of construction with an average of 40 hours/week of construction observation. The project is proposed to have a final completion date of October 15, 2021. As such, the currently anticipated construction duration is now 18 weeks. In addition to the increased construction duration, typical construction observation averages closer to 50 hours/week as opposed to the 40 hours/week originally estimated. Lastly, this project was originally anticipated to be constructed in 2020. Due to unforeseen circumstances, construction has been delayed to 2021. Our original construction cost proposal was based on HEI's 2020 rates and needs to be adjusted for 2021 rates. This amendment is being requested to adjust for the additional construction duration, increase in weekly construction observation hours, and increased 2021 hourly rates.

Task 7 Budget Amendment \$28,000**Basis of**

Proposal: This amendment covers the additional services as described above.

Fee: The total budget for the above described tasks is \$53,000. Additional work required beyond the scope listed above will be billed at our current hourly rates.

Conditions: The work outlined in this amendment will be performed in accordance with the Agreement for Professional Services for City Project # FM-19-E0 dated May 6, 2019.

Upon receipt of written acceptance of this amendment, Houston Engineering, Inc. will begin performing the additional work outlined above.

HOUSTON ENGINEERING, INC.

Michael P. Love, PE
Project Manager

REPORT OF ACTION

9

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-F0

Type: Amendment #3

Location: Oak Grove

Date of Hearing: 2/16/2021

RoutingDate

City Commission

2/22/2021

PWPEC File

X

Project File

Nathan Boerboom

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding Amendment #3 in the amount of \$233,000.00, for additional work not identified in the original scope.

Staff is recommending approval of Amendment #3 in the amount of \$233,000.00, bringing the total contract amount to \$652,000.00.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Amendment #3 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Amendment #3 in the amount of \$233,000.00, bringing the total contract amount to \$652,000.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

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

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

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Steve Dirksen, Fire Chief

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Bruce Grubb, City Administrator

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Ben Dow, Director of Operations

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Steve Sprague, City Auditor

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Brenda Derrig, City Engineer

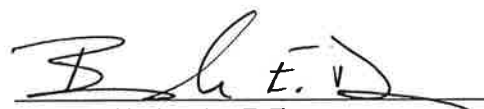
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Kent Costin, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Nathan Boerboom
Division Engineer

Date: February 10, 2021

Subject: Contract Amendment #3
Oak Grove Area Flood Mitigation – Project #FM-19-F0

Design on the above referenced project is nearing completion with the expectation that this project will soon start the bidding process to allow for construction this upcoming summer. Through the final design efforts, there have been a few additional items added to Houston Engineering's scope that were not part of the project's original scope, such as additional SWMM modeling, storm sewer design, and requested shared use path revisions by the Park District. Further explanation of these changes can be seen in the attached proposed contract amendment from Houston.

With the design of the project nearing completion, it is also necessary to review the original cost proposal submitted by Houston for the construction administration, observation and survey of the project. The initial RFP for this project specified an assumed construction duration and the number of hours per week for the observation. Since the initial RFP though, the scope of work for this project has changed significantly.

At the time of the initial RFP, the scope of this project consisted of a road raise and a segment of earthen levee. As previously approved by the City Commission, this project now includes, construction of floodwalls, removable floodwalls, concrete gatewell and installation of a sheetpile wall. These changes result in an increase amount of work necessary by Houston for the construction administration, observation and survey tasks than what was originally anticipated. It is now estimated that the construction duration will be approximately six weeks longer than assumed under the original scope and will span two construction seasons. Additionally, the number of observation hours per week needs to be increased. It is also necessary to adjust this task's budget to reflect Houston's 2021 hourly rates instead of the 2020 hourly rates that were part of the original cost proposal.

The following are the tasks where budget amendments are being requested:

- Task 6 (Design and Plan Preparation) – Increase of \$40,000
- Task 7 (Construction Administration, Observation and Survey) – Increase of \$160,000
- Task 8 (Quality Control Testing) – Increase of \$30,000
- Task 9 (Project Closeout) – Increase of \$3,000

If approved, the following will be the revised contract amounts for this project:

- Project Development - \$370,000 (increase of \$40,000)
- Construction Administration, Inspection & Survey - \$282,000 (increase of \$193,000)

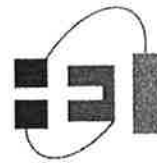
Full descriptions of the work associated with the tasks can be seen on the attached amendment submitted by Houston Engineering.

Recommended Motion:

Approval of Contract Amendment #3 for FM-19-F0, the Oak Grove Area Flood Mitigation, in the amount of \$233,000 to Houston Engineering.

Fargo Corporate Office P 701.237.5065 F 701.237.5101

1401 21st Avenue North Fargo ND 58102



HoustonEngineering Inc.

PROFESSIONAL SERVICES

AMENDMENT NO. 3 - FOR ADDITIONAL ENGINEERING SERVICES

Project: City of Fargo Project FM-19-F0
Oak Grove Area Flood Mitigation
HE Project No. 6059-0167

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

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

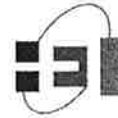
Description of Work: This contract amendment is for additional Professional Engineering services necessary to develop final plans and specifications and provide construction engineering services for the above referenced project. During detailed design of the project, several items were identified that required additional engineering services not originally anticipated. In addition, the originally anticipated project timeline was extended due to unforeseen circumstances. This extended project duration resulted in addition costs during the design of the project. The construction administration, observation, and survey cost proposal for the project was originally estimated based on an assumed construction duration. These professional services will need to be revised now that the scope of the construction project has been fully developed. In order to complete final design and provide construction services for the recommended project alignment, the following additional services are required.

Task 6 – Design and Plan Preparation

Results from the internal drainage analysis for the project indicated that street flooding in the project area would occur as a result of the project cutting off existing surface overflows to the river. In order to mitigate this street flooding, an additional storm sewer run will need to be added to the final plans that was not originally anticipated. During project design, a change to the southern bike path connection was requested by the Fargo Park District. This change modifies the south levee and adds additional grading along the southern portion of the project alignment. In order to accommodate this request additional survey, hydraulic modeling, geotechnical review, and revisions to the construction plans are required. The revised project

Bismarck P 701.323.0200 F 701.323.0300
Maple Grove P 763.493.4522 F 763.493.5572

Minot P 701.852.7931 F 701.858.5655
Thief River Falls P 218.681.2951 F 218.681.2987



Page 2

alignment also causes impacts to existing private electrical services at Oak Grove School and Oak Grove Park. These electrical services will need to be modified to ensure compatibility with the proposed project. HEI will subconsult with an electrical engineer to complete this work. The following budget amendment is being requested to cover the additional costs of these professional services.

Task 6 Budget Amendment \$40,000

Task 7 – Construction Administration, Observation and Survey

The original cost proposal for this project assumed 24 weeks of construction with an average of 40 hours/week of construction observation. The project is proposed to have a final completion date of June 15, 2022 which spans 2 construction seasons. As such, the currently anticipated construction duration is now 30 weeks. In addition, typical construction observation averages closer to 50 hours/week as opposed to the 40 hours/week originally estimated. The revised scope of the project will result in significantly more construction staking that originally anticipated. Lastly, this project was originally anticipated to be constructed in 2020. Due to unforeseen circumstances, construction has been delayed to 2021. Our original construction cost proposal was based on HEI's 2020 hourly rates and needs to be adjusted for 2021 rates. This amendment is being requested to adjust for the change in construction duration and scope, increase in weekly construction observation hours, and increased 2021 hourly rates.

Task 7 Budget Amendment \$160,000

Task 8 – Quality Control Testing Estimate

This task amendment is being requested due to the substantial change in the project scope. The original project design consisted of an earth levee segment and road raise that tied into the existing Oak Grove School floodwall. The revised project alignment includes approx. 800 lineal feet of concrete floodwall, approx. 700 lineal feet of sheet pile floodwall, 3 removable floodwall closures, and cast in place gatewell structure and approx. 600 lineal feet of additional earth levee. The increase in size and complexity of the project will require significantly more compaction testing, inspection trench observation, and concrete testing. We are requesting the following budget amendment to cover the additional costs of these professional services.

Task 8 Budget Amendment \$30,000



Page 3

Task 9 – Project Closeout

This task amendment is being requested due to the substantial change in the project scope. The original project design consisted of an earth levee segment and road raise that tied into the existing Oak Grove School floodwall. The revised project alignment includes approx. 800 lineal feet of concrete floodwall, approx. 700 lineal feet of sheet pile floodwall, 3 removable floodwall closures, and cast in place gatewell structure and approx. 600 lineal feet of additional earth levee. HEI is requesting the following budget amendment for the completion of closeout documentation associated with the change in project scope.

Task 9 Budget Amendment \$3,000

Basis of

Proposal: This amendment covers the additional services as described above.

Fee: The total requested budget amendment for the above described amended tasks is **\$233,000**. Additional work required beyond the scope listed above will be billed at our current hourly rates.

Conditions: The work outlined in this amendment will be performed in accordance with the Agreement for Professional Services for City Project # FM-19-F0 dated May 6, 2019.

Upon receipt of written acceptance of this amendment, Houston Engineering, Inc. will begin performing the work outlined above.

HOUSTON ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Michael P. Love', written over a horizontal line.

Michael P. Love, PE
Project Manager

COVER SHEET
CITY OF FARGO PROJECTS

10-1

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Project as it will appear in the Contract:

Oak Grove Flood Risk Management Project

Project No. FM-19-F

Call For Bids February 22, 2021

Advertise Dates March 3, 10 & 17, 2021

Bid Opening Date March 31, 2021

Substantial Completion Date November 1, 2021

Final Completion Date June 15, 2022

N/A PWPEC Report (**Part of 2021 CIP**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

X **WIFIA (460 Fund)** Language Included

Project Engineer Rob Hasey

Phone No. (701) 476-4041

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT
OAK GROVE FLOOD RISK MANAGEMENT PROJECT
PROJECT NO. FM-19-F

Nature & Scope

The Oak Grove neighborhood has been identified as an area that will need permanent flood protection as a result of the Diversion Authority Plan B and the increased flow through town. Permanent levees and floodwalls will be constructed to protect the residential houses, Oak Grove School and public infrastructure for the Oak Grove neighborhood.

Purpose

This project has been identified as being necessary to allow the proposed 1% annual chance flood level (37-foot river gage height) to pass through Fargo, without any emergency measures, once the Fargo-Moorhead Diversion Project (Diversion) is completed. Prior to the Diversion being completed, this project will also reduce the need for emergency levees during spring flood events.

Feasibility

The estimated cost of construction is \$7,518,681.75.

The costs for the project are estimated as follows:

Estimated Construction Cost	\$ 7,518,681.75
Plus 4.00% Engineering Fee:	\$ 300,747.27
Plus 8.68% Outside Engineering Fee:	\$ 652,000.00
Plus Land Acquisition Costs:	\$ 540,000.00
Plus 10% Contingency:	\$ 751,868.18
Total Estimated Cost:	\$ 9,763,297.20

Project Funding Summary		
Infrastructure Sales Tax Fund 460	100.00%	\$ 9,763,297.20
Total Estimated Project Cost		\$ 9,763,297.20

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

(10-2)

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Project as it will appear in the Contract:

Sidewalk & Shared Use Path Rehab/Reconstruction

Project No. SR-21-A

Call For Bids February 22, 2021

Advertise Dates March 3, 10, 17, 2021

Bid Opening Date March 31, 2021

Substantial Completion Date September 10, 2021

Final Completion Date October 1, 2021

N/A PWPEC Report (Attach Copy) **(Part of the 2021 C.I.P.)**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Brandon Beaudry

Phone No. (701) 476-4107

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT
SIDEWALK & SHARED USE PATH REHAB/RECONSTRUCTION
PROJECT NO. SR-21-A

Nature & Scope

This project is for new construction and reconstruction of sidewalk and curb ramps throughout the City of Fargo.

Purpose

To install and reconstruct sidewalks and curb ramps ordered by the City Commission.

Feasibility

The estimated construction cost of the project is \$656,071. The project will be funded by Special Assessments and Infrastructure Sales Tax Funds as follows:

Assessed Costs to Benefitting Properties

Estimated Sidewalk Construction Cost:	\$ 434,325.00
Plus 10% Engineering Fees:	\$ 43,432.50
Plus 4% Administration Fees:	\$ 17,373.00
Plus 3% Legal Fees:	\$ 13,029.75
Plus 4% Interest Fees:	\$ 17,373.00
Plus 5% Contingency	<u>\$ 21,716.25</u>
Total Estimated Assessed Cost:	\$ 547,249.50

Curb Ramps and City Share of Sidewalks

Estimated Construction Cost:	\$ 221,746.00
Plus 10% Engineering Fees:	\$ 22,174.60
Plus 4% Administration Fees:	\$ 8,869.84
Plus 3% Legal Fees:	\$ 6,652.38
Plus 4% Interest Fees:	\$ 8,869.84
Plus 5% Contingency	<u>\$ 11,087.30</u>
Total Estimated Construction Cost:	\$ 279,399.96

Project Funding Summary:

Estimated Assessed Cost (66.2%):	\$ 547,249.50
Estimated Infrastructure Sales Tax Funds (33.8%):	<u>\$ 279,399.96</u>
Total Estimated Cost:	\$ 826,649.46

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer



(11)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: FEBRUARY 16, 2021

SUBJECT: FIRE DEPARTMENT GRANT ACCEPTANCE FROM NORTH DAKOTA DES

The North Dakota Department of Emergency Services (NDDes) – Division of Homeland Security has approved a grant application for the FY 20 State Homeland Security Grant Program in the amount of \$163,825.00. Items that will be purchased are personal protective equipment, power equipment, training, and other authorized equipment.

RECOMMENDED MOTION: Approve the Fire Department budget adjustment to account 101-4045-412.61-41 and contract with the North Dakota Division of Homeland Security for grant funding in the amount of \$163,825.00 for the purchase of Regional Response Equipment and Training. (CFDA #97.067)

SD/LS
Enclosure

Cc: Kent Costin

North Dakota Department of Emergency Services Division of Homeland Security PO Box 5511 Bismarck, ND 58506-5511 NOTICE OF GRANT AWARD		ND DHS Director: Cody Schulz PO Box 5511 Bismarck, ND 58506-5511 Recipient Contact Name: Debbie LaCombe Telephone: 328-8100	
Title of Grant Program: FY 20 State Homeland Security Grant Program			
Federal Award Identification Number: EMW-2020-SS-00073		Federal Award Date: September 1, 2020	
Federal Awarding Agency: U.S. Department of Homeland Security			
CFDA No. 97.067 Homeland Security Grant Program		Federal Award to NDDDES: \$5,930,146.00	

Subrecipient Name and Address: Fargo Fire Department 637 NP Ave Fargo, ND 58102 Subrecipient Contact Name: Mr. Chris Rasmussen Telephone: 701-241-8129 Subrecipient DUNS Number: 070265871	Grant Number 17	County/Tribe Cass	
	Performance Period From: February 9, 2021 Through: December 31, 2021		
Financial Information	Grant Amount	Subrecipient Cost Share	Total Project Cost
Amount of Financial Assistance	\$163,825.00		\$163,825.00

All Grant Award payments are processed upon receipt of expenditure reports unless otherwise specified in Special Conditions.

Scope of Service: The intent of NDDDES in providing this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the Guidance for this grant program and in accordance with the subrecipient's application. This award is limited to the approved budget located online in DES Grants.



Reporting Requirements: Project Status Reports on project must be submitted to NDDDES on a quarterly basis through the NDDDES Grants Management Software. Reports are due January 15, April 15, July 15 and October 15 for the life of the grant. A final report is due with the final reimbursement request.

Special Conditions: The above grant project is approved subject to the special conditions or limitations as indicated on the attached page.

This award is subject to the terms and conditions incorporated either directly or by reference in the following:

- 1) Fiscal Requirement and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at <https://grants.des.nd.gov/site/HSGP.cfm>
- 2) Applicable Federal and State laws and regulations
- 3) The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Federal/State Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program.

This contract is not effective until fully executed by both parties. By signing below you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.

Evidence of Subrecipient's Acceptance		Evidence of DES Approval	
Signature 	Date 2/11/2021		Date: 2/9/2021
Typed Name and Title of Authorized Representative Chris Rasmussen - Battalion Chief		Typed Name and Title of Authorized Representative Cody Schulz Director	

SPECIAL CONDITIONS

1. No Federal funds will be disbursed to the sub-recipient until a signed grant award document has been signed and uploaded to the online DES Grants software program.
2. This award document constitutes the operative document obligating and reserving the Federal funds for use by the sub-recipient in execution of the award. The sub-recipient should affirm its timely utilization of the award by signing the award document within 10 days from the date of the award.
3. The sub-recipient will follow their approved cost lines and will request prior written approval from NDDes for any budget revisions. Budget revisions will only be allowed for items or services already on the approved budget (increase/decrease in quantity or cost).
4. The sub-recipient shall be reimbursed only upon receipt of a Reimbursement Request with supporting documentation (i.e., invoices and proof of payment, quotes) for the allowable equipment, planning, training, and exercise items. Request must be submitted online through the DES Grants software program.
5. Any deviation of the Scope of Service and expenditure of funds on items not in the approved cost lines, without prior written NDDes approval, will result in grant funds requested being denied.
6. At the conclusion of the period of performance, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDes to reallocate and/or expend the de-obligated funds on program costs.
7. Sub-recipient is required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200.
8. Sub-recipient must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
9. Sub-recipient must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on the Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA.
10. Sub-recipient must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any programs or activity receiving federal assistance.



Initial

Equipment Category	Account	Total Funds
General Supplies	101-4045-412.61-40	\$ 39,550.00
Small Tools	101-4045-412.61-41	\$ 10,695.00
Clothing/PPE	101-4025-412.64-15	\$ 8,300.00
Capital Machinery/Equipment	101-4045-412.74-10	\$ 79,195.00
Training Category	Account	Total Funds
Overtime & Backfill	101-4045-412.11-01	\$ 9,000.00
Out of State Travel Expense	101-4045-412.57-60	\$ 7,335.00
Seminar & Conference Out of State	101-4045-412.59-21	\$ 9,750.00

MEMORANDUM

(12)

Extension of RFP20049

TO: BOARD OF CITY COMMISSIONERS
FROM: Leon Schlafmann, Emergency Services Coordinator City of Fargo
DATE: February 22, 2021
SUBJECT: EXTENDING THE BID AWARD TO MIDSTATES WIRELESS FOR OUTDOOR WARNING SIRENS

On April 6, 2020 Fargo City Commission voted to except the RFP 20049. Receiving only one bid the Motion to accept the bid was for four Federal Outdoor Warning Sirens passed on the consent agenda.

The results from the RFP20049 bid were as follows: (Bidding four locations) Replacing equipment for the cost of \$30,206.72 per siren location.

The 2021 Siren Project will be completed with the replacement of two sirens and outdated equipment. MidStates has been the lone Bidder for the past three years and is offering to extend last year's pricing and contract.

Equipment to be installed at 17th Ave S and Park Blvd for the cost of \$30,206.72

Equipment to be installed at 17th Ave S and 6th St. S for the cost of \$30,206.72

Total cost of excepted 2021 Bid **\$ 60,213.44**

RECOMMENDED MOTION: Approve the recommendation to extend the MidStates Wireless Fargo, North Dakota, RFP20049 2020 bid to purchase and install two additional outdoor warning sirens with a total installed price of \$60,213.44.

Mayor Tim Mahoney

February 22, 2021

Attest:

Steven Sprague, City Auditor



SIREN Addition Project FOR CITY OF FARGO

(Dated February 2021)

Proposed – Federal Signal Alerting and Notification System

**Prepared By: Travis Mastin, Project Manager
Trista Walla, Service Manager**

Mid States Wireless, Inc.

55 N 3rd Street

Fargo, ND 58102

(701) 293-9561

Travism@midstateswireless.com

Tristaw@midstateswireless.com

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TABLE OF CONTENTS:

SECTION	PAGE
1.0 BIDDER PROFILE	3
2.0 OVERVIEW	4-5
3.0 EQUIPMENT	6-7
3.1 EQUIPMENT / BID PRICING	7
4.0 SERVICE	8-9
5.0 DELIVERY AND INSTALLATION	10
6.0 REFERENCE DATA	11
7.0 ADDENDUM MATERIAL	12
MAINTENANCE CONTRACT	13
ATP	14
WARRANTY	15-16
AFFIRMATIVE ACTION POLICY	17
INSURANCE	18
FEDERAL SIGNAL MODEL 2001-130	19-20
FEDERAL FCTBD TWO WAY CONTROL	21-22

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SECTION 1.0 BIDDER PROFILE

Mid States Wireless, Inc., formerly known as Elder's Radio Communications, was originally formed in 1946 to work on consumer electronics during and following WWII when replacement parts were difficult to find. Elder's Radio Communications installed its first commercial RF communications in a fleet of taxi cabs for Doyle Cab Company in Fargo, ND.

The company has remained in the same family for the past 70 years and has been handed from one generation to the next. Today the corporation deals primarily in public safety, interoperability solutions from the RF subscriber, to the dispatch center technology up to and including the construction and maintenance of the tower facilities.

Mid States Wireless has 2 primary locations: the headquarters in Fargo, ND and a satellite shop in Minot, ND. MSW has 2 technician that are permanently assigned to Minot Air Force Base (AFB). these technicians that are located on the AFB's are contracted by the federal government to maintain the Land Mobile Radio network for the respective facilities. In addition to the maintenance of these facilities, Mid States does a significant amount of work with Minot AFB on the upgrade and expansion of its current communications network.

Mid States works with a variety of technologies, including but not limited to, wireless broadband (point-to-point & multi-point), UHF & VHF solutions (both analog and digital), Digital Trunking, Complete Dispatch Center Solutions, Command and Control Consoles, Analog and Digital Video capture and storage, 911 integration, Turnkey tower installations, Siren and Alerting Solutions, Squad car fit-up, In car digital, ALPR, to name a few.

Mid States Wireless is a family owned and operated corporation and prides itself on being community oriented and employee friendly, a majority of our approximately 20 employees have worked for us for more than 5 years and more than half of them for greater than 15.

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SECTION 2.0 OVERVIEW:

Mid States Wireless, Inc., has been in business in the Red River Valley and surrounding area since 1946. MSW has the best trained and equipped service technicians in the region and has provided installation and service on many similar systems in Federal/State/Local communities within a 150-mile radius of Fargo-Moorhead. The products specified in this bid from the manufacturer, Federal Signal, are, in MSW's opinion the best available for the City of Fargo's intended purpose. Federal Signal is the leader in alerting and notification solutions for communities and facilities around the world. FS market leading software, equipment, and services deliver "holistic" alerting and notification systems that integrate outdoor, indoor. And personal notifications systems over a redundant networked platform.

BID DOCUMENTS

**City of Fargo
Cass County
State of North Dakota
CITY OF FARGO- SIREN Addition Project
BID FORM**

BID TO:

BID FOR:

The work described as the **CITY OF FARGO- SIREN Addition Project**

Mid States Wireless (MSW) agrees to perform all the Work as described in the specifications document.

MSW hereby declares that it has carefully examined all Bidding and Contract Documents, prepared by CITY OF FARGO Director and Coordinator, and that they have personally inspected the actual location of the work, and local sources of supply, has satisfied themselves as to all the quantities and conditions, and understands that in signing this Bid they waive their right to plead any misunderstanding regarding the same.

MSW hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendents, perform all work, provide all services, and to construct all work in the bid package stated above and for the bid amount as stated below. The bid amount is to cover all costs incurred in performing the Work as required for this bid package category under the MSW's Documents, of which this Bid Form is a part.

Prices shall constitute full compensation for the complete provision, fabrication, and/or installation of each item including insurance, overhead, profit, and superintendents.

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MSW agrees that if awarded the Contract, to substantially complete the Work of the Contract, subject to the provisions of the Contract Documents, in accordance with the Project Construction Schedule prepared by the CITY OF FARGO.

MSW agrees that this bid may not be withdrawn for a period of ninety (90) calendar days immediately following the date of receipt of bids.

In submitting this bid, it is understood that the CITY OF FARGO reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received, and to accept any alternate(s) in any order or combination.

THE UNDERSIGNED operates as a:

Corporation, Incorporated in the State of North Dakota

LEGAL NAME OF PERSON, FIRM, OR CORPORATION:

Name: Mid States Wireless, Inc

Address 55 North 3rd St. Fargo, ND 58102

Phone (701) 293-9561

By Jon Wisner

Vice President / Operations Manager

The bidder shall submit three (3) copies of the following information to be included in the Proposal as evidence of compliance with the City of Fargo's specifications (see Section 3 for Proposal Format). **THE PROPOSAL MAY BE REJECTED IF THE RESPONSES TO THE REQUESTED SPECIFICATIONS ARE INCOMPLETE OR IF THE PROPOSED SYSTEM DEVIATES FROM THE SPECIFICATIONS.**

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SECTION 3.0 EQUIPMENT

The purpose of this bid is purchasing, installing and optimizing siren equipment for the City of Fargo. The City of Fargo would like to Replace 2 existing mechanical sirens and, install 2 new sirens that are capable of two-way control/monitoring. The purpose of the project is to replace the 2 outdated sirens and install 2 new sirens.

Equipment removed /re install New at 17th ave and Park Blvd (south High School) (existing site) (\$30,206.72)

Remove existing Whelen siren, re-engineer existing Pole for New Federal 2001 siren and electrical

2001-130 130db rotating Mechanical siren

DCFCTBDU 2-Way Digital DC Control /Battery Cabinet, Charger/ Two 48VDC Contactors/Sensors Uhf Radio/Nema Aluminum Cabinets

2001TRBP Transformer/Rectifier for AC/DC operation

HTR4 Battery warming blankets

DCM0075 Large sealed batteries

Equipment removed /re install New at 17th Ave S and 6th Street (existing site) (\$30,206.72)

Remove existing Whelen siren, re-engineer existing Pole for New Federal 2001 siren and electrical

2001-130 130db rotating Mechanical siren

DCFCTBDU 2-Way Digital DC Control /Battery Cabinet, Charger/ Two 48VDC Contactors/Sensors Uhf Radio/Nema Aluminum Cabinets

2001TRBP Transformer/Rectifier for AC/DC operation

HTR4 Battery warming blankets

DCM0075 Large sealed batteries

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SECTION 3.1 EQUIPMENT PRICING

TOTAL PRICE INCLUDING EQUIPMENT, INSTALLATION OF ALL EQUIPMENT, ELECTRICAL, new adapter plates for existing poles.

\$60,213.44 (sixty thousand two hundred and thirteen dollars and forty four.)

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Physically inspect and test the sirens twice a year as directed below:

1. Inspection of sirens will occur twice a year with a more extensive individual check of each siren in the spring. The inspection will coincide with the time change spring & fall
2. Perform battery load testing
3. Verify that the speaker oscillates back and forth properly.
4. Verify that the siren activates via radio (one way and two way)
5. Physically inspect installation to be sure that ground connections are secure and not corroded, the antenna is straight, hardware holding the cabinet and speaker to the pole are tight, etc.
6. Check tamper switch activation.

CUSTOMER AGREES TO PERFORM MONTHLY CHECKS (1ST WEDNESDAY OF EVERY MONTH) AND IMMEDIATELY NOTIFY MSW OF ANY FAILURES OR CONCERNS

MSW HAS 4 TECHNICIANS TRAINED TO PERFORM MAINTENANCE ON THIS EQUIPMENT

MIDSTATES LOCAL SERVICE SHOP: 55 N 3RD ST, FARGO ND 58102

CONTACT INFO – EMERGENCY / 24 HOURS (701) 293-9561

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SAMPLE MAINTENANCE CONTRACT (with a neighboring municipality):



June 1, 2013

West Fargo Police Department
800 4th Avenue East
West Fargo, ND 58078

RE: Annual Siren Maintenance Contract Years 2014-2015

This is a maintenance agreement between the West Fargo Police Department (WFPD) and Mid States Wireless, Inc. (MSW) regarding nine (9) Whelen mechanical sirens on 55 foot poles. The WFPD agrees to pay MSW the total sum of XXXXXXXX per year. These payments will be billed following the conclusion of scheduled maintenance period for a period of 2 years (2014 and 2015) to physically inspect and test the sirens twice a year as directed below:

1. Inspection of sirens will occur twice a year with a more extensive individual check of each siren in the spring. The two time of the year will be when the time change occurs in spring and fall.
2. Load test batteries making sure connections are secure and not corroded.
3. Perform SiTest on tone activation to verify operation of amplifiers and speaker drivers in the spring.
4. Verify that the speaker oscillates back and forth properly.
5. Verify that the siren activates via radio.
6. Physically inspect the installation to be sure that ground connections are secure and not corroded, the antenna is straight, hardware holding the cabinet and speaker to the pole are tight, etc.
7. Check tamper switch activation.

This agreement is signed the _____ day of _____, 2013 between the West Fargo Police Department and Mid States Wireless, Inc., and will be effective January 1, 2014 through December 31, 2015.

West Fargo Police Department

Mid States Wireless, Inc.

Date

Date

RESPONSE MATRIX	MAX TIME ACKNOWLEDGE	MAX TIME RESPOND	MAX TIME RESOLUTION
Urgent / Service Affecting	2 Hours	4 Hours	8 Hours
Serious / Non-Service Affecting	8 Hours	24 Hours	48 Hours
Routine (M – F / 8am – 5pm)	24 Hours (M-F)	3/5 Days (M-F)	3/5 Days (M-F)

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SECTION 5.0 DELIVERY AND INSTALLATION:

Services Required by the Customer

Identify and provide access to all locations

Services Provided by Mid States Wireless

TK-S-PROJMGMT Project Management Services
TK-IO-CUSTINS Site Optimization and install new antenna and coax
TK-IO-CUSTINS System Optimization & Complete Training Package
ES-IAT Internal Acceptance Test.
ISYS-DOCUMENT Documentation - Operators manual and service manual

Mid States Wireless will order and accept delivery of equipment, install and perform and complete acceptance testing, for the siren addition project.

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SECTION 6.0 REFERENCE DATA:

REFERENCES FROM SIMILAR SYSTEMS IN THE AREA:

City of Moorhead Fire Department

Jeff Wallin, Assistant Chief

(218) 299-5439

jeff.wallin@ci.moorhead.mn.us

City of Grand Forks North Dakota

Becky Ault, Public Safety Answering Point Director

BAult@grandforksgov.com

701-787-8042

Stark County Emergency Management, North Dakota

Bill Fahlsing, Director

BFahlsing@starkcountynd.gov

701-227-0462

City of Watford City North Dakota

Police Chief Art Walgren

awalgren@nd.gov

701-842-2280

Williams County Emergency Management

Mike Smith, Director

mikesm@co.williams.nd.us

701-609-7017

Olmsted County Emergency Management, Minnesota

Mike Bromberg, Director

bromberg.mike@co.olmsted.mn.us

507-328-6101

City of Lakeville Minnesota

Police Chief John Kornmann

jekornmann@ci.lakeville.mn.us

952-985-4843

City of St. Paul, MN

Rick Larkin, Emergency Manager

rick.larkin@ci.stpaul.mn.us

651-266-5490

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SECTION 7.0 ADDENDUM MATERIAL:

The following addendum information is included on the following pages:

MAINTENANCE CONTRACT (Current Fargo Sample)
ATP
WARRANTY
AFFIRMATIVE ACTION POLICY
LIABILITY INSURANCE
FEDERAL SIGNAL MODEL 2001-130
FEDERAL MODEL FCTBD

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MAINTENANCE CONTRACT

Here is the current maintenance contract between Mid States Wireless and City of Fargo on current installed sirens. MSW will negotiate a new contract in good faith with the City of Fargo based on their requirements and scope of maintenance desired



March 31, 2016

Fargo Emergency Management
4630 15th Ave N
Fargo, ND 58102

RE: Annual Siren Maintenance Contract Year 2016

This is a maintenance agreement between Fargo Emergency Management (FEM) and Mid States Wireless, Inc. (MSW) regarding thirty-three (33) warning sirens on 55 foot poles and 1 repeater and control station. The FEM agrees to pay MSW the total sum of \$3,360 (three thousand three hundred and sixty dollars) per year. These payments will be billed annually:

1. Load test batteries making sure connections are secure and not corroded.
2. Verify that the speaker oscillates back and forth properly.
3. Verify that the siren activates via radio.
4. Physically inspect the siren hardware and verify the equipment is structurally sound.
5. Testing of the repeater, control station and antenna systems.

This agreement is signed the _____ day of _____, 2016 between Fargo Emergency Management and Mid States Wireless, Inc., and will be effective January 1, 2016 through December 31, 2016.

Fargo Emergency Management

Mid States Wireless, Inc.

Date

Date

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Acceptance Test Plan

A comprehensive test plan is provided in partnership with the vendor, Federal Signal. Below is an outline of the comprehensive nature of the plan. Full test parameters including all equipment and all locations will be provided upon successful bid.

CONTENTS

1. INTRODUCTION	3
2. TEST EQUIPMENT	4
3. EQUIPMENT.....	5
3.1 VISUAL INSPECTION	5
4. ALARMS TYPES	8
5. POWER TESTS.....	9
5.1 AC TO DC POWER.....	9
6. PERFORMING FUNCTIONS	12
6.1 INITIATE FUNCTION VIA MANUAL ACTIVATION IN COMMANDER SOFTWARE AT ACTIVATION POINT.....	12
7. MONITORING EQUIPMENT CONTROL INPUTS.....	14
7.1 AC INPUT, INTRUSION.....	14
8. AMPLIFIER & LOUDSPEAKER MONITORING TESTS.....	16
8.1 AMP OUTPUT TO MODULATORS	16
9. PUNCH LIST	18
10. CUSTOMER ACCEPTANCE	19

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WARRANTY

This warranty begins Last day of installation (System Acceptance Date) and continues for the period of ONE YEAR following SAD.

If it appears at any time within 1 year after installation and/or system acceptance that the equipment does not meet the system performance or individual equipment specifications and the CITY OF FARGO has notified the Mid States Wireless promptly in writing of such deficiencies, MSW shall within fourteen (14) days of notification correct the deficiency or make necessary repairs or replace any defective equipment or system to meet these specifications

Additionally.

- A) MSW warrants that all equipment conforms to its published specifications.
 - B) MSW warrants that the equipment delivered under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship.
 - C) MSW warrants that all equipment furnished hereunder is new, current manufacture, and includes the latest hardware and software designs being delivered by each manufacturer.
 - D) Under this warranty, MSW shall remedy at its own expense any failure to conform to the general contract terms, specifications, or any other document included by reference into this contract. MSW also agrees to remedy at its own expense any defect in materials or their workmanship.
 - E) MSW shall remedy at its own expense damage to CITY OF FARGO owned or controlled real or personnel property, when that damage is the result of the MSW's failure to conform to the contract requirements. MSW shall also restore any work damaged in fulfilling the terms of this contract.
- MSW's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.
- F) Should MSW fail to remedy any failure, defect, or damage within a reasonable time after receipt of notice thereof, the CITY OF FARGO shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at MSW's expense. This failure is also a breach of contract. Thus, the City of Fargo's rights are in addition to and not as an alternative to the City of Fargo's rights under breach of contract.
 - G) In addition to the other rights and remedies provided by this contract clause, all subcontractors', manufacturers', and suppliers' warranties expressed or implied, regarding any work and materials shall, at the discretion of the purchaser, be enforced by MSW for the benefit of the purchaser. MSW shall obtain any warranties, which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.

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WARRANTY CONTINUED

- H) If directed by the CITY OF FARGO, MSW shall require any such warranties to be executed in writing to the purchaser.
- I) The "acceptance" of a subsystem or individual equipment by the CITY OF FARGO shall not limit the City of Fargo's rights with respect to material defects, workmanship, or fraud.
- J) If there is a conflict between a clause in this warranty and a clause in the MSW's warranty, the clause that extends the greatest protection to the CITY OF FARGO under the circumstances in question shall control.
- K) Manufacturer (Federal Signal) warranty is as follows:

Limited Warranty

The Alerting and Notification Systems Division of **Federal Signal Corporation (Federal)** warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years on parts replacement and factory-performed labor (one year for Informer, EAS, and Federal software products) from the date of delivery to the first user-purchaser. Federal warrants every 2001, Eclipse and 506 Siren (Top of pole only) to be free from defects in material, per our standard warranty, under normal use and service for a period of five years on parts replacement.

During this warranty period, the obligation of Federal is limited to repairing or replacing, as Federal may elect, any part or parts of such product which after examination by Federal, are determined to be defective in material and/or workmanship.


Federal will provide warranty for any unit which is delivered, transported prepaid, to the Federal factory or designated authorized warranty service center for examination and such examination reveals a defect in material and/or workmanship.

This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. The Federal Signal Corporation warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to batteries.

Federal will provide on-site warranty service during the first 60-days after the completion of the installation, when Federal has provided a turn-key installation including optimization and/or commissioning services.

This warranty does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units which have problems related to service or modification at any facility other than Federal factory or authorized warranty service centers. Moreover, Federal shall have no liability with respect to defects arising in Products through any cause other than ordinary use (such as, for example, accident, fire, lightning, water damage, or other remaining acts of God).

THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FEDERAL BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY SUCH DEFECT IN MATERIAL WORKMANSHIP.

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Safety and Security Systems / Alerting & Notification
Advancing security and well-being

2645 Federal Signal Drive, University Park, IL 60484
Phone: 800.524.3021 Fax: 708.534.4865
www.alertnotification.net

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AFFIRMATIVE ACTION POLICY

In accordance with the City of Fargo's Affirmative Action policies against discrimination, no person shall, on the grounds of race, color, religion, sex, marital status, public assistance status, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination.

The following is Mid States Wireless's Affirmative Action Information:

1) Number of employees in Vendor's Company: 18

2) Vendor's firm has adopted a written Affirmative Action Program:

YES

3) Vendor's Affirmative Action Program (if any) has been subject to federal Equal Opportunity Review:

NO

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MidStates

Wireless



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
05/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURE FORWARD 1202 28th St S Fargo ND 58103		CONTACT NAME: JoAnn Mehling PHONE (A/C, No, Ext): (701) 293-9640 FAX (A/C, No): (701) 293-3336 E-MAIL ADDRESS: joann.mehling@insureforward.com															
INSURED Midstates Wireless, Inc. 55 North 3rd Street Fargo ND 58102		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER A:</th> <th>NAIC #</th> </tr> <tr> <td>Owners Insurance Company</td> <td>32700</td> </tr> <tr> <td>Acuity Insurance</td> <td>14184</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A:	NAIC #	Owners Insurance Company	32700	Acuity Insurance	14184	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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Owners Insurance Company	32700																
Acuity Insurance	14184																
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER: CL195903072		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
PER LTR	TYPE OF INSURANCE	ADDITIONAL SUBS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	772727B3	04/06/2019	04/06/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT (Per occurrence) \$ 300,000 MED EXP (any other person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMMODITIES \$ 2,000,000 CIP/CPAG \$ 1,000,000 CONTRACTORS POLLUTANT LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ TRUCK/VEHICLE DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY		522727B301	04/06/2019	04/06/2020	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ TRUCK/VEHICLE DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$		522727B300	04/06/2019	04/06/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in MN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	X70563- State of MN	05/17/2019	05/17/2020	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER City of Fargo 200 N 3rd St Fargo ND 58102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE JoAnn M. Mehling
--	--

ACORD 25 (2016/03)

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MidStates *Wireless*



► Model 2001-130 and Equinox

High Power, Directional Rotating Siren

The Federal Signal 2001-130 and Equinox sirens is a high power, rotating, uni-directional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline. The 2001 Series is offered in low frequency (490 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills and other types of community or facility emergencies.

FEATURES

- High-powered rotating siren for maximum coverage
- Available in low and mid-range frequency
- Three distinct warning signals
- AC or Solar powered with battery operation or back-up
- Weather-resistant coating

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MidStates

Wireless

2 / 2

Power:¹

Sirens can be powered from 120VAC, 240VAC, with battery back-up or battery operation. Solar powering can also be provided

Signal Information:	2001-130	Equinox
Signal /Sweep Rate	Frequency Range	
Steady /Continuous	790 Hz	500 Hz
Wail /10 sec.	470-790 Hz	180-500 Hz
Fast Wail /3.5 sec.	600-790 Hz	300-500 Hz
Coverage:²	2001-130	Equinox
70dB	Up to 6,500'	Up to 6,100'
60dB	Up to 13,200'	Up to 12,200'

Pole Mounts:

Wood, steel, composite or concrete poles can be provided.
Contact Federal Signal for details

Communications:

Federal Signal can supply one-way and two-way communications.
Radio, IP, Landline, Satellite and Cellular can be combined to provide a robust alerting solution

Operating Temperature:³ -22°F to 140°F -30°C to 60°C

Dimensions H x W x D: 62" x 37" x 41"
(157 cm x 94 cm x 104 cm)

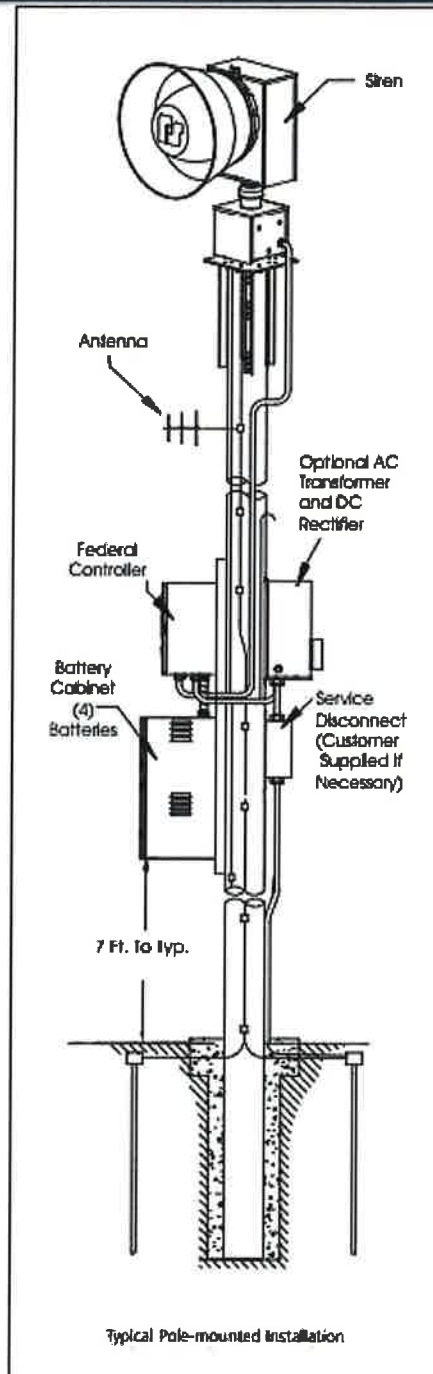
Shipping Weight: 460 lbs 205 kg

H O W T O O R D E R

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

Description	Part Number
Siren Ordering Information:	
Rotating electro-mechanical siren 130 dB(C) +/- 1dB(C) @ 100' (30.5m) 48VDC, pole mount included	2001-130
Rotating electro-mechanical siren, low frequency, 125 dB(C) +/- 1dB(C) @ 100' (30.5m) 48VDC, pole mount included	Equinox
Siren Control Ordering Information:	
One-way FC Controller, 120VAC operation	FC/H/U
Two-way FC Controller, 120VAC operation	FCTBD/H/U
One-way FC Controller, 120VAC to battery operation	DCFCB/H/U ⁴
Two-way FC Controller, 120VAC to battery operation	DCFCTBD/H/U ⁴
Command and Control for Multiple Siren Installation:	
Console for siren activation (R for rack mount)	SS2000+/R
Commander software for PC based siren activation, monitoring and control	SFCD ⁵

- ¹ Contact Federal Signal for powering options
- ² Actual coverage is dependent on many factors, contact Federal Signal for sound analysis of your specific location
- ³ The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher
- ⁴ Batteries not included
- ⁵ See product page for additional information



Typical Pole-mounted Installation

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MidStates

Wireless



► Model FCTBD

Two-way control and status monitoring

Monitor any electro-mechanical siren.

The Federal Controller two-way digital (model FCTBD) will control and monitor any electro-mechanical siren, and may be used in conjunction with the SS2000+ Controller located at a central command point. The FCTBD will automatically report change in status of the unit's components back to the SS2000+ Controller. The system may also be polled via the SS2000+ at any time for current status conditions. The FCTBD offers the ability to monitor six remote sensor inputs, such as: AC power, low and up to three additional sensors to monitor siren operation. The FCTBD is packaged in a NEMA 4 weatherproof cabinet and comes equipped with power supply, gel battery, processor unit, radio transceiver and AC power surge protection.

The FCTBD is field programmable through an RS232 port. This enables the user to change activation code formats and signal timing. Programming is accomplished by using the FSPWARE that can be purchased separately. The FCTBD is programmable over the air, and includes a "digipeat" system feature that automatically seeks and recalls the best means of transmitting data to the central control by using the siren sites as radio repeaters. This feature can greatly reduce the costs of RF infrastructure required for the system.

The FCTBD is an ideal choice for upgrading or retrofitting one-way controls to two-way status monitoring for use with existing electro-mechanical sirens like the Federal Signal 2001-130 siren, 508, Eclipse8 and the Model 2 sirens.

FEATURES

- Two-way control and status monitoring
- Six remote sensor inputs
- Interface with PA systems, voice capable fire alarm systems and telephone alerting systems
- Programmable codes and timing
- Push buttons for local activation
- Built-in tone generator for local tones or public address features
- Internal battery back-up
- UL and cUL listed

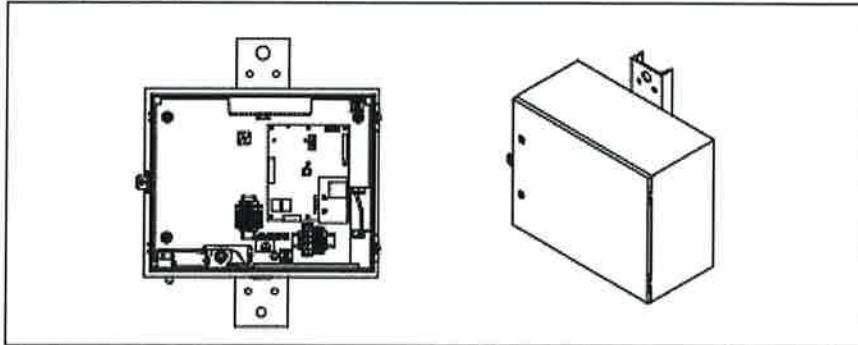
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MidStates

Wireless

Two-Way Digital Controller (FCTBD)



SPECIFICATIONS

Operating Temperature: -22°F to 149°F -30°C to 65°C
 Humidity: 0-98% non-condensing
 AC supply voltage: 120 VAC @ 3.0 Amps
 Current Draw: 240VAC @ 1.5 Amps,
 +/- 10%, 50/60 Hz, maximum standby current
 Power Supply: 10A @ 13.3 VDC, 2A @ 13.3 VDC
 Battery Backup: 12VDC - std, ext, Gel and AGM batteries available
 Current Draw: <600 mA in standby
 Serial Port Protocol: RS232C 1200, N, 8, 1

Transceiver Specifications:
 Programmable frequency: Power out and private line options. For further details consult the Vertex® Standard product manual.

Signaling Format:
 AFSK1200 baud, MSK (Minimum Key Shift) modem type.
 Usable decode sensitivity: 10dB(C) SINAD (Min.)

DTMF 3-12 standard DTMF characters
 4 relay outputs: SPST

Contract Rating: (4 relays standard) 3A @ 30VDC,
 7A @ 250VAC

Audio Output Voltage: <2V peak to peak
 Maximum Load: 8 Ohms

Total Harmonic Distortion: <10% @ 1kHz Sinewave

Controller Dimensions HxWxD: 62.5" x 23.5" x 16.94"

1588mm x 597mm x 430mm

Battery Cabinet Dimensions HxWxD: 20" x 20" x 12"

50.8cm x 50.8cm x 30.48cm

Vented NEMA 4X rated

Shipping Weight (approx.): 155 lbs. 70.3 kg

REPLACEMENT PARTS

Description	Part Number
Q2000628B	12VDC Charger
155193A	12VDC Battery
Q2005263B	FC+ Control Board

* Vertex is a registered trademark of Motorola Trademark Holdings, LLC

HOW TO ORDER

Specify Model:

Description	Part Number
Two-way Federal Controller	FCTBD ^{1,2}
Two-way Federal Controller, high band 148-174 MHz	FCTBDH ^{1,2}
Two-way Federal Controller, UHF band 403-470 MHz	FCTBDU ^{1,2}
IP-enabled two-way electro-mechanical controller	FCTBD-IP ^{1,2}

¹For use with 2001-130, 506 and Eclipse[®]

²Antenna and cable are not included with radio activation control and must be ordered separately.

³Broadband radio and Smartlink software sold separately.

OPTIONAL ACCESSORIES

Description	Part Number
Federal Commander Digital Software (See literature for details)	SFCDWARE
Two-way DTMF Programming	ES-PROG-DTMF
Private line tone and digital coded squelch encoder and decoder	S-PL1
Encoder and decoder (low)	PS-PL2
Hardware Controller	SS2000+
Telex Base, Landline	TB-L1
Two-way DTMF Programming	ES-PROG-DTMF
Sensor kits for Federal Controllers with two-way status monitoring Select the sensor that matches your given motor type and number	
Single motor AC current sensor	SK-SM
Three motor AC current sensor	SK-3M
Select the sensor that matches your voltage and phase	
Single phase, 120VAC voltage sensor	SK1-120
Single phase, 240VAC voltage sensor	SK1-240
3-phase, 240VAC voltage sensor	SK3-240
3-phase, 480VAC voltage sensor	SK3-480

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February 22, 2021

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

Commissioners:

Through the RFP process, rates were secured for five (5) forestry related contracted services. One proposal was received for the recent tree and stump removal RFP. The other three agreements, city commission previously approved along with the option to negotiate and extend additional seasons.

Agreement status:

1. Tree Removal - 2021 will be season 1, with up to 5 additional years, agreement (Cougar Tree Care, Inc.)
2. Stump Removal - 2021 will be season 1, with up to 5 additional years, agreement (Cougar Tree Care, Inc.)
3. Landscape Maintenance Services – 2021 will be season 5 of a 5-year agreement (All-Terrain Grounds Maintenance)
4. Tree Injection – 2021 will be season 3 of a 5-year agreement (Paul Bunyan Nurseries)
5. Brush Chipping - 2021 will be season 3 of a 5-year agreement (Cougar Tree Care, Inc.)

<u>Activity/Service</u>	<u>2020 rate</u>	<u>2021 proposed rates</u>
Tree Removal	\$17.23 per diameter inch	\$17.49
Stump Removal	\$101.72 per stump	\$149.00
Landscape Maintenance	\$1890 bi-weekly	no change
Tree Injection	\$9.25 (med. rate) per diameter inch	no change
Brush Chipping	\$98.88 per hour	\$101.85 (3% increase)

Considering last year's numbers, approximate increases would be - \$1200 for tree removals, \$5500 for stump removals, and \$3000 for brush chipping. The 2021 forestry budget can support the proposed rate changes.

Recommended motion:

Move to approve 2021 contracted forestry services agreements with Cougar Tree Care, Inc. for tree and stump removal (RFP21023), All-Terrain Grounds Maintenance for landscape bed maintenance (RFP17025), Paul Bunyan Nurseries for injection services (RFP19008), and Cougar Tree Care, Inc. for brush chipping services (RFP19038).

Your approval of this request is appreciated.

Sincerely,

Scott Liudahl, City Forester

Cc: Ben Dow

Bruce Grubb

Kent Costin

Commission 2021 contract agreements.doc

Tree and Stump Removal Services - 2021

I. Agreement

This agreement is between the City of Fargo (City) and Cougar Tree Care, Inc. (Contractor) to provide tree and stump removal services for the City. This agreement shall commence upon signing by both parties and expire on December 31, 2021. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for five (5) additional one (1) year extensions, provided the negotiated extension is signed by both parties on or around January 1st of the contract year.

II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for the removal of trees and stumps in accordance with forestry department specifications. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

Partial billing is acceptable at any time. Contractor may be subject to Liquidated Damages per the latest version of the City of Fargo Standard Specification for Construction for removals not completed within the allowed time frame.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

This agreement constitutes the entire agreement between the parties.

XIII. Law

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

XIV. Time of the Essence

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

XV. Third Parties

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third-party may acquire any rights or incur any liabilities hereunder.

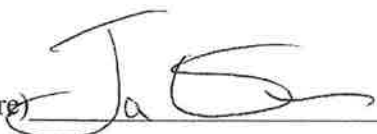
XVI. Headings

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 2-4-21

CONTRACTOR

(signature) 

By (printed name): James Danielson

Its (title): President

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Landscape Maintenance Services - 2021

I. Agreement

This agreement is between the City of Fargo (City) and All-Terrain Grounds Maintenance (Contractor) to provide landscape maintenance services for the City. This agreement shall commence upon signing by both parties and expire on approximately October 15, 2021.

II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for the maintenance of trees, shrubs, perennials, and planting beds. Services shall include keeping planting beds and mulch/rock areas weed free, and collecting and removing debris. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will compensate Contractor per bi-weekly price. Invoices for each location shall be submitted monthly.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

This agreement constitutes the entire agreement between the parties.

XIII. Law

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

XIV. Time of the Essence

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

XV. Third Parties

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third-party may acquire any rights or incur any liabilities hereunder.

XVI. Headings

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 1/15/2021

CONTRACTOR

All Terrain Grounds Mtee.

Matt Lange

By: Matt Lange

Its: CRM

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Tree Injection Services - 2021

I. Agreement

This agreement is between the City of Fargo (City) and Paul Bunyan Nurseries (Contractor) to provide tree injection services for the City. This agreement shall commence upon signing by both parties and expire on December 31, 2021. The terms of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the negotiated extension is signed by parties on or around February 15th of the contract year.

II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for tree injection in accordance with forestry department specifications. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

Partial billing is acceptable at any time. City will compensate Contractor per proposal price.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

This agreement constitutes the entire agreement between the parties.

XIII. Law

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

XIV. Time of the Essence

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

XV. Third Parties

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third party may acquire any rights or incur any liabilities hereunder.

XVI. Headings

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 2-1-2021

CONTRACTOR *Paul Bunyan Nurseries*



By: *Eric Christ*

Its: *Arborist*

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Residential Curbside Brush Chipping Operations - 2021

I. Agreement

This agreement is between the City of Fargo (City) and Cougar Tree Care, Inc. (Contractor) to provide brush-chipping services for the City. This agreement shall commence upon signing by both parties and expire on December 31, 2021. The terms of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the negotiated extension is signed by parties on or around February 15th of the contract year.

II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for brush chipping operations in accordance with forestry department specifications. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

Partial billing is acceptable at any time. City will compensate Contractor per proposal price.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Commercial General Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

This agreement constitutes the entire agreement between the parties.

XIII. Law

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

XIV. Time of the Essence

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

XV. Third Parties

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third party may acquire any rights or incur any liabilities hereunder.


XVI. Headings

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 2-4-21

CONTRACTOR

(signature) 

By (printed name): James Danielson

Its (title): President

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:


Steve Sprague, City Auditor



14

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 10, 2021

RE: AGREEMENT FOR SERVICES WITH FM AMBULANCE
SERVICE, INC. WITH THE CITY OF FARGO

The attached agreement for services is an updated agreement for the City of Fargo to continue services with FM Ambulance Inc.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement for Services with FM Ambulance Services, Inc.

DF/lls
Enclosure

The City of Fargo ("City"), and F-M Ambulance Service, Inc. ("Contractor") agree as follows:

1. **Scope of Agreement.** This Agreement governs the provision of ambulance services by contractor within the jurisdiction of the city, and the rights, duties, and obligations of the parties with respect to ambulance service during the term of this Agreement.
2. **Relationship.** Contractor is an independent contractor and is not engaged in a joint venture with the city, nor is Contractor an employee of the city.
3. **Emergency Agreement.** In order to provide and maintain adequate emergency ambulance service to the public, the City agrees to exclusively assign emergency calls to Contractor as the primary responder and emergency transportation entity for such calls.
4. **Services of Contractor.** Contractor agrees to:
 - A. Provide 24-hours per day, seven days per week ambulance service to citizens of the City.
 - B. Maintain an ambulance service license issued by the State of North Dakota and comply with all laws, rules, and regulations of the state.
 - C. Transport patients to the appropriate licensed healthcare facility of their choice provided it is in accordance with the established rules of the State of North Dakota (33-11-01-.2-14).
 - D. Contractor agrees to provide a quarterly report to the Fire Chief and the Director of Public Health indicating transport destinations, by the 15th of the month (April, July, October, and January), tracking transport destinations for the previous months.
5. **Response Times.**
 - A. Contractor agrees to provide a quarterly emergent response time report to the Fire Chief and the Director of Public Health by the 15th day of the month (April, July, October, and January) tracking the response times for the previous months.
 - B. Contractor agrees to meet the response time goal established by the state of North Dakota (33-11-01-.2-17) for emergency calls.
 - C. Both parties agree to suspend response time requirements during extraordinary circumstances including, but not limited to, the following: inclement weather, road construction and mass casualty incidents.
6. **Liability Insurance.** Contractor shall maintain liability insurance, including professional malpractice insurance for bodily injury or death, property damage or any other loss, damage, injury, claim, or suit by any person arising out of the Contractor's operations, in the minimum amount of \$1,000,000.00 for injury or death to one person, \$2,000,000.00 for injury or death to two or more persons for each occurrence, and \$1,000,000.00 for property damage, at all times during the term of this Agreement.

7. **Quarterly Reports.** The Fire Chief and Director of Public Health will review the statistics from Contractor, and identify issues or follow-up as needed with the City Commission. The data will be made public on the website. The City will reserve the right to call a public meeting if there is a concern that needs to be addressed. That meeting will include the Fire Chief, Director of Public Health, Medical Director of Fargo Cass Public Health, Chief of Police, one city commissioner, the executive director of F-M Ambulance, representatives from Essentia Health, Sanford Health and Veterans' Administration Hospital.
8. **Annual Report.** The Contractor agrees to present to the board of city commissioners regarding ambulance service within the city annually within the first quarter, to review transport destinations and emergent times as well as other data.
9. **Term.** The term of this Agreement shall coincide with the term of the license the Contractor receives from the State of North Dakota.
10. **Prior Agreements.** This Agreement supersedes and replaces all prior agreements between any of the political subdivisions that are parties to the Agreement and Contractor, which are hereby rescinded.
11. **Assignments.** Contractor may assign the Agreement only with the prior approval of the city.
12. **Termination.** This Agreement may be terminated, without cause, by any party with 180 days advanced, written notice to the other parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2021.



F-M Ambulance Service, Inc.

Brittany Sachdeva, Vice President of Operations
Sanford Medical Center Fargo

Date



City of Fargo

Timothy J. Mahoney, Mayor, City of Fargo

Date



15

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON GL
DIRECTOR OF ENVIRONMENTAL HEALTH
FARGO CASS PUBLIC HEALTH

DATE: FEBRUARY 11, 2021

RE: THERAPEUTIC MASSAGE PROGRAM REQUIREMENTS

The Environmental Health Division request proposed Article 13-17, associated with Therapeutic Massage Program Requirements, to be directed to the City of Fargo Attorney for review.

If you have any questions, please call 701.241.1388.

Suggested Motion: Move to direct proposed Article 13-17, Therapeutic Massage Program Requirements, to the City Attorney for review.

GL/lls




Public Health
Prevent. Promote. Protect.

Fargo Cass Public Health

16

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 18, 2021

RE: CONTRACT WITH SANFORD FOR SUBLEASE OF GORDMAN'S

The attached contract is for the sublease of Gordman's site at 5100 14th Ave S. in Fargo from Sanford Medical Center Fargo. There is no cost to Fargo Cass Public Health to sublet this location for COVID-19 vaccinations. The term for this agreement is one year.

There are no budget adjustments for this contract.

Suggested Motion:

Move to approve the contract with Sanford Medical Center Fargo

DF/lls
Enclosures

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Sublease"), dated as of the th day of February, 2021 (the "Effective Date"), is entered into between Sanford Medical Center Fargo, a North Dakota nonprofit corporation, having an address at 801 North Broadway, Fargo, ND 58122 ("Sublandlord") and The City of Fargo, dba Fargo Cass Public Health, a North Dakota municipal corporation, having an address at 1204 25th St., South Fargo, ND 58103 ("Subtenant" and, together with Sublandlord, collectively referred herein as the "Parties" or individually as a "Party").

RECITALS

WHEREAS, Sublandlord is the tenant under that certain lease agreement dated January 18, 2021 (the "Primary Lease") with Times Square, LLP ("Prime Landlord"); and,

WHEREAS, pursuant to the Primary Lease, Sublandlord leased those certain premises ("Leased Premises") more particularly described in the Primary Lease and located in the former Gordman's building having a street address of 5100 14th Ave. S., Fargo, ND 58103 ("Building"); and,

WHEREAS, Sublandlord desires to sublease a portion of its premises leased under the Primary Lease to Subtenant, and Subtenant desires to sublease said portion of Sublandlord's premises from Sublandlord, in accordance with the terms and conditions of this Sublease; and,

WHEREAS, both Sublandlord and Subtenant intent to co-occupy their respective portions of the Leased Premises for purposes of the mass vaccination of patients against COVID-19 as a response to this public health emergency; and,

WHEREAS, as a benefit to the Fargo community through the City of Fargo and Cass County, Sublandlord has agreed, to assume the costs associated with this Sublease to Subtenant.

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

1. Demise. Sublandlord hereby leases to Subtenant, and Subtenant hereby leases from Sublandlord, the premises ("Subleased Premises") shown on **Exhibit A** attached to and made a part of this Sublease comprising 8,100 ft² of exclusive space and a prorata load factor of 584.49 ft², for a total of **8,684.49 ft²**.

2. Term.

(a) The term of this Sublease ("Term") shall commence on the Effective Date ("Sublease Commencement Date") and expire at midnight prior to the 1st anniversary thereof ("Sublease Expiration Date"), unless sooner terminated or cancelled in accordance with the terms and conditions of this Sublease. Upon the expiration of the Term stated above, the Sublease shall automatically renew for consecutive one-month periods thereafter.

(b) If for any reason the term of the Primary Lease is terminated prior to the Sublease Expiration Date, this Sublease shall terminate on the date of such termination and Sublandlord shall not be liable to Subtenant for such termination.

(c) Either party retains the ability to terminate the Sublease upon thirty (30) days' notice to the other party.

(d) In the event that this Sublease is terminated prior to the expiration of the initial one (1) year term, the parties shall not enter into any lease agreement or arrangement on substantially similar terms to those contained herein until at least the expiration of the original one (1) year term.

3. Permitted Use. Subtenant shall use and occupy the Subleased Premises solely as a COVID-19 vaccination clinic and for no other purpose.

4. Payment of Base Rent and Operating Costs. Throughout the Term of this Sublease, Sublandlord has agreed to assume the cost associated with any base rents and any operating costs under the Sublease as a benefit to the community of Fargo, ND. As such, there shall be no base rents or operating costs payable to Sublessor under this Sublease by Subtenant. The value of the base rents are **\$8,694.49 per month** in addition to operating costs, which are not yet determined at the time of this Sublease, but which are calculated at **36.14%** of the total costs under the Prime Lease.

5. Security Deposit. N/A

6. Subordination to Primary Lease. This Sublease is subject and subordinate to the Primary Lease. A copy of the Primary Lease is attached hereto as **Exhibit B**.

7. Representations of Sublandlord. Sublandlord represents and warrants the following is true and correct as of the date hereof:

(a) Sublandlord is the tenant under the Primary Lease and has the capacity to enter into this Sublease with Subtenant.

(b) The Primary Lease attached hereto as Exhibit B is a true, correct, and complete copy of the Primary Lease, is in full force and effect, and has not been further modified, amended, or supplemented except as expressly set out herein.

(c) Sublandlord has not received any notice, and has no actual knowledge, of any default by Sublandlord under the Primary Lease.

8. AS-IS Condition. Subtenant accepts the Subleased Premises in its current, "as-is" condition. Sublandlord shall have no obligation to furnish or supply any work, services, furniture, fixtures, equipment, or decorations, except Sublandlord shall deliver the Subleased Premises in broom clean condition. On or before the Sublease Expiration Date or earlier termination or expiration of this Sublease, Subtenant shall restore the Subleased Premises to the condition existing as of the Sublease Commencement Date, ordinary wear and tear excepted. The obligations of Subtenant hereunder shall survive the expiration or earlier termination of this Sublease.

9. Performance by Sublandlord. Sublandlord agrees to provide and furnish all utilities to the Subleased Premises, but Sublandlord shall not be responsible for outages outside the control of Sublandlord or the Prime Landlord.

11. No Breach of Primary Lease. Subtenant shall not do or permit to be done any act or thing, or omit to do anything, which may constitute a breach or violation of any term, covenant, or condition of the Primary Lease, notwithstanding such act, thing, or omission is permitted under the terms of this Sublease. Sublandlord shall be responsible for obtaining any consents necessary for the Sublease created hereunder. Sublandlord's failure to obtain Prime Landlord Consent (below) to lease to Subtenant shall not constitute a breach or violation on behalf of Subtenant.

12. Consents.

(a) Whenever the consent or approval of Sublandlord is required, Subtenant shall also be obligated to obtain the written consent or approval of Prime Landlord, if required under the terms of the Primary Lease. Sublandlord shall promptly make such consent request on behalf of Subtenant and Subtenant shall promptly provide any information or documentation that Prime Landlord may request. Sublandlord shall have no liability of any kind to Subtenant for Prime Landlord's failure to give its consent or approval.

(b) This Sublease is expressly conditioned on Sublandlord obtaining the written consent of Prime Landlord and the written consent of any mortgagee, ground lessor, or other third party if required under the Primary Lease (collectively, "Prime Landlord Consent").

13. Assignment or Subletting. Subtenant shall not sublet all or any portion of the Subleased Premises or assign, encumber, mortgage, pledge, or otherwise transfer this Sublease (by operation of law or otherwise) or any interest therein, without the prior written consent of Sublandlord, which consent may be unreasonably withheld or may be withheld in its sole and absolute discretion.

14. Indemnity.

(a) Subtenant shall defend, indemnify and hold harmless Sublandlord, Landlord and Landlord's mortgagee and their respective shareholders, members, officers, trustees directors, employees, agents and representatives (collectively "Subtenant Indemnified Parties"), from and against any and all claims, suits, personal injuries, death, property damage, environmental contamination, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses (collectively "Damages") which may be imposed upon, incurred by, or asserted against the Subtenant Indemnified Parties arising directly or indirectly from any (a) occurrence on or about the Subleased Premises from and after the Commencement Date and during the Sublease Term caused by the Subtenant, its employees, agents, representatives, invitees, licensees and contracting parties or (b) failure of Subtenant to comply with any provision of this Sublease. The indemnities provided herein shall include reasonable attorneys' fees incurred by the Indemnified Parties in connection with such Damages or to enforce the indemnity given hereunder. Subtenant shall not be required, however, to indemnify Sublandlord or Landlord against Damages arising from Landlord's or Sublandlord's gross negligence or willful misconduct.

(b) In accordance with the provisions of the preceding paragraph, Sublandlord shall defend, indemnify and hold harmless Subtenant, its respective trustees, officers, directors, employees, agents and representatives (collectively "Sublandlord Indemnified Parties"), from and against any and all Damages which may be imposed upon, incurred by, or asserted against the Sublandlord Indemnified Parties arising directly or indirectly from any (a) occurrence on or about the Premises from and after the Commencement

Date and during the Sublease Term caused by the Sublandlord, its employees, agents, representatives, invitees, licensees and contracting parties or (b) failure of Sublandlord to comply with any provision of this Sublease or the Prime Lease. The indemnities provided herein shall include reasonable attorneys' fees incurred by the Sublandlord Indemnified Parties in connection with such Damages or to enforce the indemnity given hereunder. Sublandlord shall not be required, however, to indemnify Subtenant against Damages arising from Subtenant's gross negligence or willful misconduct.

15. Waiver of Subrogation.

(a) Subtenant hereby releases Sublandlord or anyone claiming through or under Sublandlord by way of subrogation or otherwise. Subtenant hereby releases Prime Landlord or anyone claiming through or under Prime Landlord by way of subrogation or otherwise to the extent that Sublandlord releases Prime Landlord under the terms of the Primary Lease.

(b) Sublandlord hereby releases Subtenant or anyone claiming through or under Subtenant by way of subrogation or otherwise.

16. Notices. All notices and other communications required or permitted under this Sublease shall be given in the same manner as in the Primary Lease or in person delivery. Notices shall be addressed to the addresses set out below:

To Subtenant at:

Fargo Cass Public Health
Attn:
1204 25th St.
South Fargo, ND 58103

To Sublandlord at:

Sanford Medical Center Fargo
Attn: Mike Erickson, E.D. Facilities
801 Broadway N.
Fargo, ND 58122

17. Brokers. N/A.

18. Anti-Referral. The parties understand and agree that they are entering into this Sublease (and any subsequent agreements) as part of an arm's-length transaction and referral of patients to either party or their respective affiliates is not a condition to the execution or consummation of this Sublease (or any subsequent agreements) or the consideration, in whole or in part, for the execution or consummation of this Sublease (or any subsequent agreements).

19. Incidental PHI. The parties agree that all information regarding patients, as well as all information with respect to the operations and business of the other party gained during this negotiations leading up to this Sublease, and from the performance of this Sublease, will be held in confidence and will not be divulged to any unauthorized person without prior written consent of the other, except for access required by law, regulation, and third party reimbursement agreements. Provider and Sanford agree that each is a "covered entity" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and HIPAA's implementing privacy regulations, 45 C.F.R. § 165.500, et seq. ("Privacy Regulations") and each party shall comply with all requirements with respect to protected health information ("PHI") as defined in HIPAA. The provisions of this paragraph shall survive the termination of this Sublease.

Page 9120. Entire Agreement. This Sublease contains the entire agreement between the parties regarding the subject matter contained herein and all prior negotiations and agreements are merged herein. If any provisions of this Sublease are held to be invalid or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of this Sublease shall remain unaffected.

21. Amendments and Modifications. This Sublease may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.

22. Successors and Assigns. The covenants and agreements contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and their respective permitted successors and assigns.

23. Counterparts. This Sublease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Sublease delivered by either facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Sublease.

24. Defined Terms. All capitalized terms not otherwise defined in this Sublease shall have the definitions contained in the Primary Lease.

25. Choice of Law. This Sublease shall be governed by, and construed in accordance with, the laws of the North Dakota, without regard to conflict of law rule, any action, arbitration, etc. arising hereunder shall be brought in the State courts of North Dakota in Cass County, North Dakota.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Sublease to be executed as of the Effective Date.

SUBLANDLORD:

THE CITY OF FARGO, DBA FARGO CASS
PUBLIC HEALTH

By _____
Name: Timothy J. Mahoney
Title: Mayor, City of Fargo

SUBLANDLORD:

THE CITY OF FARGO, DBA FARGO CASS
PUBLIC HEALTH

By Desi Fleming
Name: Desi Fleming
Title: Director of Public Health

SUBTENANT:

SANFORD MEDICAL CENTER FARGO

By _____
Name:
Title:

EXHIBIT A
SUBLEASED PREMISES

EXHIBIT B
PRIMARY LEASE

(Pages to Follow)

(17)

City of Fargo Staff Report			
Title:	West Park Fourth Addition	Date: Updated:	5/28/2020 2/18/2021
Location:	233 41st Street South and 260 42nd Street South	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lot 2 and part of Lot 8, Block 4, West Park Second Subdivision		
Owner(s)/Applicant:	Minda, LLC / Interstate Engineering	Engineer:	Interstate Engineering, Inc.
Entitlements Requested:	Minor Subdivision (replat of Lot 2 and part of Lot 8, Block 4, West Park Second Subdivision)		
Status:	City Commission Public Hearing: February 22, 2021		
Existing		Proposed	
Land Use: Industrial and undeveloped		Land Use: No change	
Zoning: LI, Limited Industrial		Zoning: No change	
Uses Allowed: LI – Limited Industrial. 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, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation.		Uses Allowed: No change	
Maximum Building Coverage: 85%		Maximum Building Coverage: No change	
Proposal:			
The applicant requests one entitlement:			
1. A minor subdivision entitled West Park Fourth Addition , which is a replat Lot 2 and part of Lot 8, Block 4, West Park Second Subdivision.			
Surrounding Zoning Districts and Land Uses:			
<ul style="list-style-type: none"> • North: LI with industrial uses • East: LI with industrial uses • South: LI with industrial uses • West: LI with City-owned lift station 			
Area Plans:			
The subject property is not included in a growth plan or neighborhood plan. No zone change is proposed.			
Schools and Parks:			
Schools: The subject property is located within the West Fargo School District, specifically within the L.E. Berger Elementary, Cheney Middle and West Fargo High schools.			
Neighborhood: The subject property is located in the Village West neighborhood.			
Parks: Village West Park (4415 9th Avenue Circle South) is located approximately 0.48 miles southwest of the subject property. This park offers amenities of basketball courts; skate park; dog park; multipurpose and soccer fields; recreational trails; picnic table; and playground for ages 5-12.			
Pedestrian / Bicycle: There are no pedestrian or bicycle trails adjacent to the subject property.			

Staff Analysis:

PROJECT HISTORY: The portion of Lot 8, Block 4, West Park Second Subdivision that is included in this plat is part of a City-owned lot that includes a lift station and recycling center, though the portion of this lot included in the plat is undeveloped. The City offered the undeveloped portion for sale. A requirement of the sale was replatting as a contiguous lot with an adjacent parcel for access purposes. On February 12, 2021, the City recorded a quitclaim deed to Minda ,LLC, for this portion of Lot 8, Block 4.

PLAT: The plat will create two lots in one block. The zoning on this property is LI, Limited Industrial. No zone change is proposed.

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.

FINDINGS**Minor Subdivision**

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

- 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The subject property is not included in an area plan or growth plan. The zoning is LI, Limited Industrial. No zone change is proposed. The LI zoning will accommodate the existing and proposed development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received one inquiry. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. **(Criteria Satisfied)**

- 2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed a plat of the **West Park Fourth Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Article 20-06 and all other applicable requirements of the LDC,."

Planning Commission Recommendation: June 2, 2020

At the June 2, 2020 Planning Commission hearing, by a vote of 8-0 with three Commissioners absent, the Commission moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed a plat of the **West Park Fourth Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Article 20-06 and all other applicable requirements of the LDC.

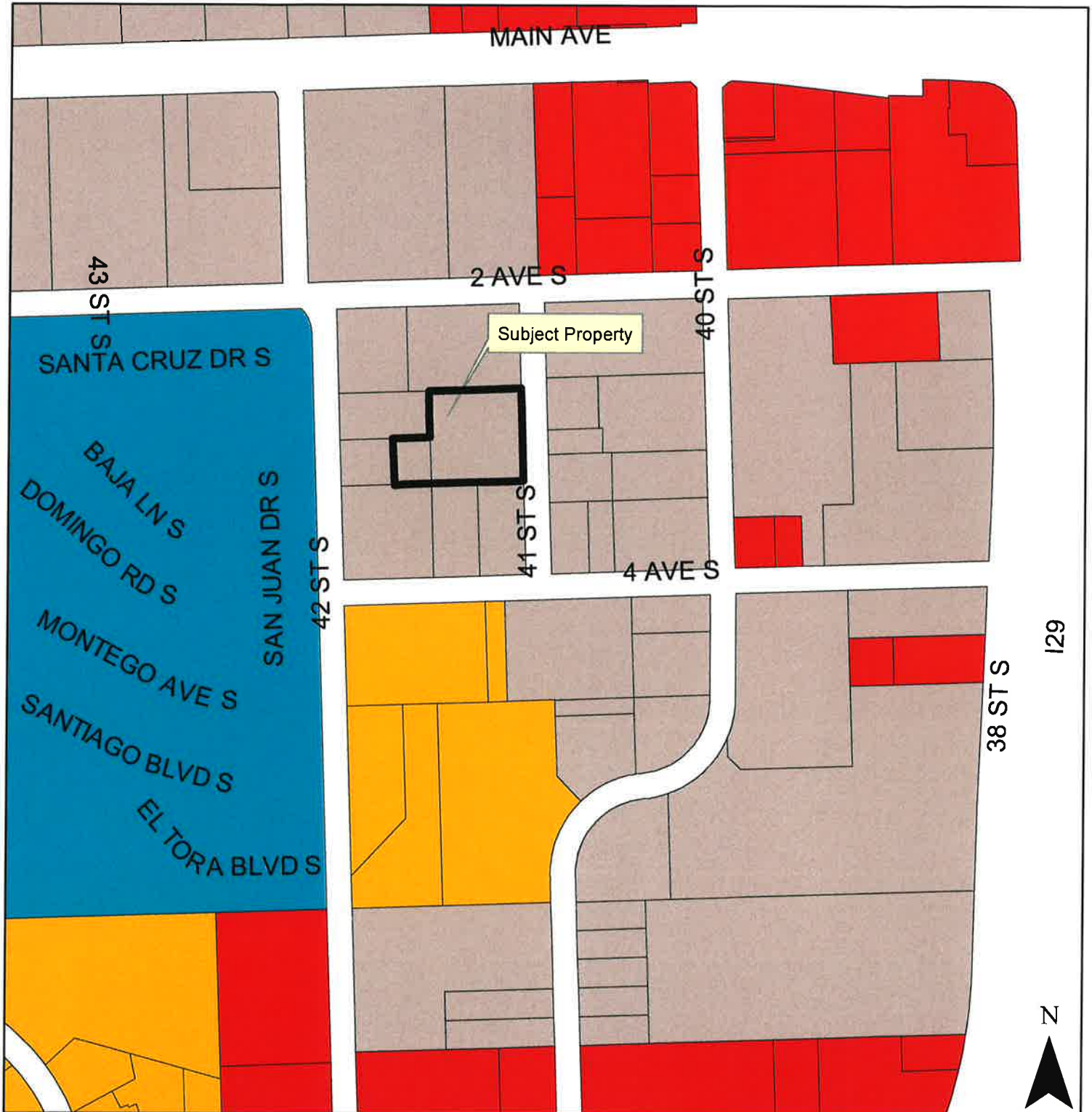
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Plat (Minor)

West Park Fourth Addition

233 41st St S
260 42nd St S



Legend

AG	DMU	GGC	GO	MLC	MR-1	MR-2	MR-3	MHP	NCO	NO	UMI	City Limits
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300 Feet

Plat (Minor)

West Park Fourth Addition

233 41st St S
260 42nd St S





February 16, 2021

The Honorable Board of City Commissioners
City of Fargo
225 N 4th St
Fargo, ND 58102

RE: RFP 21030 for Water Main Repair Materials, Miscellaneous Water Distribution Materials, Fire Hydrants and Fire Hydrant Parts, and Miscellaneous Street Materials

Commissioners:

On February 8, 2021, proposals were received for Water Main Materials, Miscellaneous Materials, Fire Hydrants and Fire Hydrant Parts, and Miscellaneous Street Materials in response to RFP 21030. Totals for each section are calculated by multiplying individual unit cost by the estimated annual purchase quantity. The totals for each section are then added to calculate the total price.

The results are as follows:

	<u>Dakota Supply Group</u>	<u>Ferguson Waterworks</u>	<u>Core & Main</u>
Section 1:	\$6,064.99	\$9,233.66	\$5,866.40
Section 2:	\$52,524.42	\$51,676.47	\$54,901.58
Section 3:	\$81,097.67	\$84,212.54	\$83,180.64
Section 4:	\$3,232.95	\$2,691.55	\$2,778.00
Total Price:	\$142,920.03	\$147,814.22	\$146,726.62

RECOMMENDATION:

I/we suggest motion to award the Water Main Materials, Miscellaneous Materials, Fire Hydrants/Parts, and Miscellaneous Street Materials RFP to Dakota Supply Group as the lowest and best proposal. (RFP21030)

Respectfully submitted,



Paul Fiechtner
Services Manager
Fargo Public Works

RFP 21030 Water Main Materials, Misc. Materials, Fire Hydrant/Parts, and Misc. Street Materials
 Bids Received 2/8/2021

	<u>Dakota Supply Group</u>	<u>Ferguson Waterworks</u>	<u>Core & Main</u>
Section 1:	\$6,064.99	\$9,233.66	\$5,866.40
Section 2:	\$52,524.42	\$51,676.47	\$54,901.58
Section 3:	\$81,097.67	\$84,212.54	\$83,180.64
Section 4:	\$3,232.95	\$2,691.55	\$2,778.00
Total Price:	\$142,920.03	\$147,814.22	\$146,726.62

Section 1			Dakota Supply Group				Ferguson Waterworks				Core & Main			
No.	Item/Description	Estimated	Unit Price	Total Cost	Stock	3 Day	Unit Price	Total Cost	Stock	3 Day	Unit Price	Total Cost	Stock	3 Day
1	4x8	1	\$46.87	\$46.87	Y		\$61.80	\$61.80	N	N	\$45.32	\$45.32	N	N
2	4x10	1	\$62.69	\$62.69	N	N	\$84.20	\$84.20	N	N	\$60.62	\$60.62	N	N
3	4x12	1	\$64.72	\$64.72	Y		\$99.15	\$99.15	Y		\$62.58	\$62.58	Y	
4	4x16	1	\$82.75	\$82.75	Y		\$110.24	\$110.24	Y		\$80.02	\$80.02	Y	
5	4x20	1	\$113.60	\$113.60	Y		\$167.19	\$167.19	N	N	\$109.84	\$109.84	Y	
6	4x24	1	\$124.96	\$124.96	Y		\$224.28	\$224.28	Y		\$120.82	\$120.82	Y	
7	4x30	1	\$195.46	\$195.46	Y		\$270.88	\$270.88	N	N	\$188.81	\$188.81	N	N
8	6x8	1	\$53.85	\$53.85	Y		\$74.70	\$74.70	N	N	\$52.16	\$52.16	N	N
9	6x10	1	\$58.93	\$58.93	N	N	\$102.22	\$102.22	N	N	\$56.98	\$56.98	N	N
10	6x12	1	\$74.84	\$74.84	Y		\$120.48	\$120.48	Y		\$72.35	\$72.35	Y	
11	6x16	1	\$98.09	\$98.09	Y		\$132.88	\$132.88	Y		\$94.85	\$94.85	Y	
12	6x20	1	\$134.71	\$134.71	Y		\$200.44	\$200.44	Y		\$130.24	\$130.24	Y	
13	6x24	1	\$151.45	\$151.45	Y		\$249.69	\$249.69	Y		\$146.45	\$146.45	Y	
14	6x30	1	\$215.91	\$215.91	Y		\$325.08	\$325.08	N	N	\$208.75	\$208.75	Y	
15	6x36	1	\$292.30	\$292.30	Y		\$347.83	\$347.83	N	N	\$282.62	\$282.62	N	N
16	8x8	1	\$63.28	\$63.28	N	N	\$87.53	\$87.53	N	N	\$61.19	\$61.19	N	N
17	8x10	1	\$80.73	\$80.73	N	N	\$115.94	\$115.94	N	N	\$78.06	\$78.06	N	N
18	8x12	1	\$93.46	\$93.46	Y		\$141.90	\$141.90	Y		\$90.37	\$90.37	Y	
19	8x16	1	\$120.00	\$120.00	Y		\$162.14	\$162.14	Y		\$116.03	\$116.03	Y	
20	8x20	1	\$161.34	\$161.34	Y		\$229.71	\$229.71	Y		\$155.99	\$155.99	Y	
21	8x24	1	\$172.78	\$172.78	Y		\$286.01	\$286.01	Y		\$167.06	\$167.06	Y	
22	8x30	1	\$248.49	\$248.49	Y		\$373.26	\$373.26	Y		\$240.27	\$240.27	N	N
23	8x36	1	\$337.60	\$337.60	Y		\$403.08	\$403.08	N	N	\$326.42	\$326.42	N	N
24	10x8	1	\$68.80	\$68.80	N	N	\$116.63	\$116.63	N	N	\$66.54	\$66.54	N	N
25	10x10	1	\$91.44	\$91.44	N	N	\$154.99	\$154.99	N	N	\$90.12	\$90.12	N	N
26	10x12	1	\$106.15	\$106.15	Y		\$184.86	\$184.86	N	N	\$102.65	\$102.65	Y	
27	10x16	1	\$132.61	\$132.61	Y		\$212.40	\$212.40	N	N	\$128.22	\$128.22	Y	
28	10x20	1	\$180.89	\$180.89	Y		\$280.75	\$280.75	Y		\$174.90	\$174.90	N	N
29	10x24	1	\$205.02	\$205.02	Y		\$348.90	\$348.90	N	N	\$198.24	\$198.24	N	N
30	10x30	1	\$256.29	\$256.29	Y		\$477.31	\$477.31	N	N	\$247.79	\$247.79	N	N
31	10x36	1	\$374.98	\$374.98	N	N	\$499.08	\$499.08	N	N	\$362.56	\$362.56	N	N
32	12x8	1	\$74.07	\$74.07	N	N	\$125.44	\$125.44	N	N	\$71.61	\$71.61	N	N
33	12x10	1	\$96.96	\$96.96	N	N	\$166.35	\$166.35	N	N	\$93.75	\$93.75	N	N
34	12x12	1	\$110.55	\$110.55	Y		\$202.96	\$202.96	Y		\$106.89	\$106.89	Y	
35	12x16	1	\$146.01	\$146.01	Y		\$229.50	\$229.50	Y		\$141.18	\$141.18	Y	
36	12x20	1	\$202.76	\$202.76	Y		\$315.49	\$315.49	Y		\$196.05	\$196.05	N	N
37	12x24	1	\$216.77	\$216.77	Y		\$378.53	\$378.53	Y		\$209.59	\$209.59	N	N
38	12x30	1	\$320.99	\$320.99	Y		\$540.28	\$540.28	Y		\$310.35	\$310.35	N	N
39	12x36	1	\$401.78	\$401.78	N	N	\$557.53	\$557.53	N	N	\$388.47	\$388.47	N	N
40	Add for 3/4" to 1" Taps	1	\$9.69	\$9.69	Y		\$24.67	\$24.67	N	N	\$9.55	\$9.55	Y	
41	Add for 1-1/4" to 2" taps	1	\$20.42	\$20.42	Y		\$47.36	\$47.36	N	N	\$20.14	\$20.14	Y	
Section Total				\$6,064.99			\$9,233.66					\$5,866.40		

Section 2		Dakota Supply Group				Ferguson Waterworks				Core & Main			
No.	Item/Description	Estimated	Unit Price	Total Cost	Stock	3 Day	Unit Price	Total Cost	Stock	3 Day	Unit Price	Total Cost	Stock
1	3/4" AY McDonald Ball Valve Curb Stop	50	\$65.87	\$3,293.50	Y		\$72.34	\$3,617.00	Y		\$69.45	\$3,472.50	Y
2	1" AY McDonald Ball Valve Curb Stop	50	\$88.90	\$4,444.50	Y		\$97.63	\$4,881.50	Y		\$93.73	\$4,686.50	Y
3	1-1/2" Ball Valve Curb Stop	1	\$208.89	\$208.89	Y		\$158.43	\$158.43	Y		\$220.24	\$220.24	Y
4	2" Ball Valve Curb Stop	1	\$337.95	\$337.95	Y		\$171.89	\$171.89	Y		\$356.32	\$356.32	Y
5	3/4" Compression Ball Valve Curb Stop	50	\$65.10	\$3,255.15	Y		\$66.49	\$3,324.50	Y		\$72.35	\$3,617.50	Y
6	1" Compression Ball Valve Curb Stop	50	\$95.09	\$4,754.64	Y		\$97.15	\$4,857.50	Y		\$105.65	\$5,282.50	Y
7	1-1/2" Compression Ball Valve Curb Stop	1	\$220.68	\$220.68	Y		\$225.43	\$225.43	Y		\$245.15	\$245.15	Y
8	2" Compression Ball Valve Curb Stop	1	\$307.72	\$307.72	Y		\$314.34	\$314.34	Y		\$341.84	\$341.84	Y
9	3/4" Corporation Ball Valve	50	\$42.23	\$2,111.34	Y		\$43.15	\$2,157.50	Y		\$44.53	\$2,226.50	Y
10	1" Corporation Ball Valve	50	\$54.21	\$2,710.31	Y		\$55.40	\$2,770.00	Y		\$57.16	\$2,858.00	Y
11	3/4"x1" Corporation Ball Valve	5	\$52.16	\$260.77	Y		\$53.29	\$266.45	Y		\$54.99	\$274.95	N
12	1-1/4" Corporation Ball Valve	1	\$122.60	\$122.60	Y		\$125.18	\$125.18	Y		\$129.27	\$129.27	Y
13	1-1/2" Corporation Ball Valve	1	\$128.35	\$128.35	Y		\$131.11	\$131.11	Y		\$135.33	\$135.33	Y
14	2" Corporation Ball Valve	1	\$224.18	\$224.18	Y		\$229.03	\$229.03	Y		\$236.36	\$236.36	Y
15	1-1/2" Compression Corporation Valve	1	\$128.35	\$128.35	Y		\$131.11	\$131.11	Y		\$142.58	\$142.58	Y
16	2" Compression Corporation Valve	1	\$212.28	\$212.28	Y		\$216.85	\$216.85	Y		\$235.81	\$235.81	Y
17	3/4" Straight Three Part Union	12	\$15.16	\$181.86	Y		\$15.50	\$186.00	Y		\$15.98	\$191.76	Y
18	3/4"x1" Straight Three Part Union	12	\$22.45	\$269.44	Y		\$12.70	\$152.40	Y		\$23.68	\$284.16	Y
19	1" Corporation Valve CTS Straight Taper	50	\$57.31	\$2,865.46	Y		\$58.51	\$2,925.50	Y		\$63.61	\$3,180.50	Y
20	1/4" x 1" Corporation Valve	5	\$53.53	\$267.63	Y		\$54.64	\$273.20	Y		\$57.69	\$288.45	N
21	3/4" Eighth Bend Three Part Union	12	\$21.49	\$257.81	Y			\$0.00	N	N	\$26.93	\$323.16	N
22	3/4" Quarter Bend Three Part Union	12	\$16.16	\$193.86	Y		\$16.50	\$198.00	Y		\$17.04	\$204.48	Y
23	3/4" Eighth Bend Coupling	12	\$16.74	\$200.91	Y		\$17.09	\$205.08	Y	N	\$23.18	\$278.16	N
24	1" Straight Three Part Union	12	\$26.55	\$318.56	Y		\$12.42	\$149.04	Y		\$27.99	\$335.88	Y
25	1" Eighth Bend Three Part Union	12	\$29.30	\$351.59	Y			\$0.00	N	N	\$50.55	\$606.60	N
26	1" Quarter Bend Three Part Union	12	\$26.93	\$323.13	Y		\$27.50	\$330.00	Y		\$35.47	\$425.64	Y
27	1" Eighth Bend Coupling	12	\$34.50	\$413.94	Y		\$35.19	\$422.28	N	N	\$30.87	\$370.44	N
28	1" Quarter Bend Coupling	12	\$33.65	\$403.79	Y		\$34.34	\$412.08	Y		\$29.97	\$359.64	Y
29	1" Quarter Bend Coupling	12	\$28.43	\$341.20	Y		\$29.04	\$348.48	Y		\$29.97	\$359.64	Y
30	1-1/2" Straight Three Part Union	1	\$62.89	\$62.89	Y		\$64.26	\$64.26	Y		\$69.87	\$69.87	Y
31	1-1/2" Straight Three Part Union	1	\$79.67	\$79.67	Y		\$41.60	\$41.60	Y		\$84.00	\$84.00	Y
32	2" Straight Three Part Union	1	\$84.93	\$84.93	Y		\$86.75	\$86.75	Y		\$94.35	\$94.35	Y
33	2" Straight Three Part Union	12	\$130.00	\$1,560.00	Y		\$132.81	\$1,593.72	Y		\$137.07	\$1,644.84	Y
34	3/4"x1" Straight Coupling	12	\$17.99	\$215.88	Y		\$10.36	\$124.32	Y		\$19.17	\$230.04	Y
35	1"x3/4" Straight Coupling	12	\$18.18	\$218.10	Y		\$10.18	\$122.16	Y		\$18.97	\$227.64	Y
36	1" Eighth Bend Coupling	12	\$24.68	\$296.16	Y		\$25.15	\$301.80	N	N	\$30.87	\$370.44	Y
37	3/4" Quarter Bend Coupling	12	\$17.88	\$214.52	Y		\$18.22	\$218.64	N	N	\$25.12	\$301.44	Y
38	Muller Curb Box Adapter H-10344	12	\$22.09	\$265.08	Y		\$29.00	\$348.00	Y		\$29.04	\$348.48	N
39	3/4" Type K Cu	60	\$2.95	\$177.18	Y			\$235.23	Y		\$3.80	\$228.00	Y
40	1" Type K Cu	100	\$3.92	\$391.59	Y			\$514.49	Y		\$5.05	\$505.00	Y
41	1" Muncipex A Water Service Line	300	\$1.36	\$407.29	Y			\$453.00	Y		\$1.47	\$441.00	Y
42	2" Muncipex A Water Service Line	100	\$8.48	\$848.25	Y			\$938.00	Y		\$9.14	\$914.00	Y
43	1" CTS Stiffeners (municipex)	100	\$1.43	\$143.30	Y		\$1.44	\$144.00	Y		\$1.52	\$152.00	Y
44	2" CTS Stiffeners (municipex)	20	\$1.97	\$39.38	Y		\$1.99	\$39.80	Y		\$3.32	\$66.40	Y
45	#10 Blue 45 Tracerwire 500' roll	500	\$0.19	\$96.39	Y			\$97.45	Y		\$0.10	\$50.00	Y
46	1-1/2" Stop Box Bushing	50	\$4.29	\$214.43	Y		\$4.22	\$211.00	Y		\$3.40	\$170.00	Y
47	1-1/2" 8" Bury Stop Box	50	\$61.96	\$3,097.94	Y		\$58.39	\$2,919.50	Y		\$46.85	\$2,342.50	Y
48	4" C900 PVC	20	\$2.54	\$50.76	Y		\$2.72	\$54.40	Y		\$2.47	\$49.40	Y
49	6" C900 PVC	60	\$5.06	\$303.65	Y		\$5.44	\$326.40	Y		\$4.91	\$294.60	Y
50	8" C900 PVC	40	\$8.75	\$350.06	Y		\$9.40	\$376.00	Y		\$8.49	\$339.60	Y

51	10" C900 PVC	20	\$13.14	\$262.87	Y		\$14.11	\$282.20	Y		\$12.75	\$255.00	Y
52	12" C900 PVC	20	\$18.56	\$371.18	Y		\$19.92	\$398.40	Y		\$17.99	\$359.80	Y
53	4" SDR 35 PVC Sewer	20	\$1.04	\$14.56	Y		\$1.10	\$22.00	Y		\$1.02	\$20.40	Y
54	6" SDR 35 PVC Sewer	20	\$2.25	\$31.51	Y		\$2.45	\$49.00	Y		\$2.22	\$44.40	Y
55	8" SDR 35 PVC Sewer	20	\$4.04	\$56.56	Y		\$4.41	\$88.20	Y		\$3.97	\$79.40	Y
56	4" Flexible Sewer Coupling	10	\$18.71	\$187.10	Y		\$4.08	\$40.80	Y		\$16.87	\$168.70	Y
57	6" Flexible Sewer Coupling	10	\$35.63	\$356.32	Y		\$8.48	\$84.80	Y		\$32.14	\$321.40	Y
58	Gate Valve Box (Complete)	25	\$137.57	\$3,439.22	Y		\$133.05	\$3,326.25	Y		\$145.06	\$3,626.50	Y
59	Gate Valve Box (Top Section)	12	\$38.40	\$460.81	Y		\$26.91	\$322.92	Y		\$34.64	\$415.68	Y
60	Gate Valve Box (Lid Only)	25	\$13.42	\$335.44	Y		\$13.15	\$328.75	Y		\$14.16	\$354.00	Y
61	Right Height Valve Box Adapter	12	\$32.21	\$386.55	Y		\$32.26	\$387.12	Y		\$31.37	\$376.44	Y
62	1-1/2" Curb Box Top with TW Screw	25	\$10.68	\$267.01	Y		\$9.54	\$238.50	N	N	\$9.68	\$242.00	N
63	1" Gate Valve Box Riser	15	\$8.98	\$134.74	Y		\$4.25	\$63.75	Y		\$6.25	\$93.75	Y
64	1-1/2" Gate Valve Box Riser	15	\$10.04	\$150.59	Y		\$6.37	\$95.55	Y		\$7.07	\$106.05	Y
65	2" Gate Valve Box Riser	15	\$13.53	\$202.89	Y		\$9.56	\$143.40	Y		\$8.16	\$122.40	Y
66	3" Gate Valve Box Riser	15	\$22.99	\$344.91	Y		\$12.75	\$191.25	Y		\$11.42	\$171.30	Y
67	3/4"x3/4" Lead/Copper Coupling	25	\$25.25	\$631.19	Y		\$26.08	\$652.00	Y		\$26.62	\$665.50	Y
68	3/4"x3/4" Lead/Copper Coupling	25	\$29.85	\$746.13	Y		\$30.81	\$770.25	Y		\$31.47	\$786.75	Y
69	3/4"x1" Lead/Copper Coupling	5	\$42.68	\$213.40	Y		\$44.03	\$220.15	Y		\$45.00	\$225.00	Y
70	1"x1" Lead/Copper Coupling	5	\$37.53	\$187.63	Y		\$38.74	\$193.70	Y		\$39.57	\$197.85	N
71	5/8"x3/4" Lead/Copper Coupling	25	\$23.65	\$591.24	Y		\$23.34	\$583.50	N	N	\$24.94	\$623.50	Y
72	3/4"x3/4" Lead/Copper Coupling	25	\$35.19	\$879.61	Y		\$36.35	\$908.75	Y		\$37.10	\$977.50	Y
73	1-1/2" Curb Box Lid with Cast Iron Plug	50	\$7.85	\$392.27	Y		\$10.61	\$530.50	Y		\$2.06	\$402.00	N
74	1-1/2" Cast Iron Curb Box Plug	50	\$1.95	\$97.42	Y		\$2.21	\$110.50	Y		\$2.06	\$103.00	Y
75	4" Romac Alpha Coupling	2	\$224.49	\$448.97	Y		\$208.46	\$416.92	Y		\$244.16	\$488.32	Y
76	6" Romac Alpha Coupling	2	\$291.22	\$582.43	Y		\$270.44	\$540.88	Y		\$295.89	\$591.78	Y
77	8" Romac Alpha Coupling	2	\$330.65	\$661.30	Y		\$307.05	\$614.10	Y		\$335.95	\$671.90	Y
78	10" Romac Alpha Coupling	2	\$427.72	\$855.44	Y		\$397.20	\$794.40	Y		\$434.58	\$869.16	Y
79	12" Romac Alpha Coupling	2	\$503.57	\$1,007.13	Y		\$467.63	\$935.26	Y		\$511.62	\$1,023.24	Y
Section Total				\$52,524.42				\$51,676.47				\$54,901.58	

Section 3 A			Dakota Supply Group				Ferguson Waterworks				Core & Main			
No.	Item/Description	Estimated	Unit Price	Total Cost	Stock	3 Day	Unit Price	Total Cost	Stock	3 Day	Unit Price	Total Cost	Stock	3 Day
1	O-Ring, (3)	20	\$6.52	\$130.40	Y		\$7.00	\$140.00	Y		\$6.87	\$137.40	Y	
2	Drain Plunger, (7)	20	\$16.29	\$325.80	Y		\$17.15	\$343.00	Y		\$17.18	\$343.60	Y	
3	Lower Operating Nut,	12	\$35.84	\$430.08	Y		\$37.74	\$452.82	Y		\$37.79	\$453.48	Y	
4	Upper Operating Nut, (17B)	12	\$65.16	\$781.92	Y		\$68.60	\$823.22	Y		\$68.70	\$824.40	Y	
5	Cross Arm - Bronze, (30)	20	\$69.23	\$1,384.60	Y		\$72.90	\$1,457.96	Y		\$72.99	\$1,459.80	Y	
6	Valve Seat w/#3 and #77,	20	\$199.54	\$3,990.80	Y		\$210.11	\$4,202.24	Y		\$210.39	\$4,207.80	Y	
7	Upper Valve Washer-	10	\$24.43	\$244.30	Y		\$72.90	\$728.98	Y		\$25.77	\$257.70	Y	
8	Main Valve-Urethane, (35)	20	\$65.16	\$1,303.20	Y		\$69.17	\$1,383.46	Y		\$68.70	\$1,374.00	Y	
9	Lower Valve Washer-	5	\$36.65	\$183.25	N	Y			N	N	\$38.65	\$193.25	Y	
10	Lower Valve Washer-	5	\$36.65	\$183.25	Y		\$38.59	\$192.96	Y		\$38.65	\$193.25	Y	
11	Support with #59, (56)	10	\$69.23	\$692.30	Y		\$72.90	\$728.98	Y		\$2.58	\$25.80	Y	
12	Standpipe Flange, (63)	10	\$48.87	\$488.70	Y		\$77.49	\$774.90	Y		\$51.53	\$515.30	Y	
13	Flange Lock Ring, (64)	40	\$8.14	\$325.60	Y		\$8.57	\$342.88	Y		\$8.59	\$343.60	Y	
14	Coupling Sleeve Half, (67)	20	\$12.22	\$244.40	Y		\$12.87	\$257.36	Y		\$12.89	\$257.80	Y	
15	Coupling Sleeve Half-	20	\$46.42	\$928.40	N	Y	\$46.31	\$926.12	Y		\$48.95	\$979.00	N	N
16	Support Gasket, (84)	80	\$2.44	\$195.20	Y		\$2.57	\$205.68	Y		\$2.58	\$206.40	Y	
17	Breakable Flange, (113)	20	\$52.94	\$1,058.80	Y		\$50.63	\$1,012.60	Y		\$55.82	\$1,116.40	Y	
18	Complete Pumper Nozzle 2,	4	\$237.00	\$948.00	Y		\$256.42	\$1,025.68	Y		\$265.34	\$1,061.36	N	N
19	Conversion Flange	10	\$112.39	\$1,123.90	Y		\$118.35	\$1,183.50	N	N	\$118.50	\$1,185.00	Y	
20	16" Traffic Repair Kit	4	\$627.76	\$2,511.04	N	Y	\$402.42	\$1,609.67	N	N	\$405.61	\$1,622.44	N	N
21	Barrel Gasket (4 Tab)	80	\$8.96	\$716.80	Y		\$9.44	\$755.12	Y		\$10.31	\$824.80	Y	
22	Nozzle Section (Bare)	2	\$547.30	\$1,094.60	N	Y	\$577.16	\$1,154.31	N	N	\$577.05	\$1,154.10	N	N
23	Valve Seat Insert-Bronze,	20	\$275.28	\$5,505.60	N	Y	\$289.86	\$5,797.14	Y		\$290.24	\$5,804.80	N	N
24	Upper Rod Assembly	5	\$158.00	\$790.00	N	Y	\$116.37	\$831.84	Y		\$166.59	\$832.95	N	N
25	5" Hydrant, 7'6" Depth	3	\$2,976.88	\$8,930.64	Y		\$3,041.48	\$9,124.44	N	N	\$3,039.56	\$9,118.68	N	N
26	5" Hydrant 8'0" Depth	3	\$3,033.69	\$9,101.07	Y		\$3,099.51	\$9,298.54	N	N	\$3,097.56	\$9,292.68	N	N
27	5" Hydrant 8'6" Depth	3	\$3,091.24	\$9,273.72	Y		\$3,158.31	\$9,474.92	Y		\$3,156.32	\$9,468.96	Y	
Section Total				\$52,886.37				\$54,228.32				\$53,254.75		

Section 3 B						Dakota Supply Group				Ferguson Waterworks				Core & Main				
No.	Item/Description	Estimated	Unit Price	Total Cost	Stock	3 Day	Unit Price	Total Cost	Stock	3 Day	Unit Price	Total Cost	Stock	3 Day	Unit Price	Total Cost	Stock	3 Day
1	Housing O-Ring, (62-2-2)	50	\$8.96	\$448.00	Y		\$9.44	\$471.95	Y		\$9.45	\$472.50	Y		\$9.45	\$472.50	Y	
2	Housing Cover Gasket, (62-13)	50	\$8.96	\$448.00	Y		\$9.44	\$471.95	Y		\$9.45	\$472.50	Y		\$9.45	\$472.50	Y	
3	Housing Gasket, (62-14)	50	\$8.96	\$448.00	Y		\$9.44	\$471.95	Y		\$9.45	\$472.50	Y		\$9.45	\$472.50	Y	
4	Hose Nozzle, 2-1/2" (62-20-60)	10	\$112.39	\$1,123.90	Y		\$118.35	\$1,183.47	N	N	\$126.00	\$1,260.00	N	N	\$126.00	\$1,260.00	N	N
5	Hose Nozzle O-Ring Seal, (62-20-61)	5	\$8.96	\$44.80	Y		\$9.44	\$47.19	N	N	\$10.05	\$50.25	N	N	\$10.05	\$50.25	N	N
6	Hose Nozzle Retainer, (62-20-62)	5	\$40.72	\$203.60	Y		\$55.74	\$278.72	N	N	\$42.94	\$214.70	N	N	\$42.94	\$214.70	N	N
7	Snap Ring, (62-29-14)	5	\$24.43	\$122.15	Y		\$25.72	\$128.62	Y		\$25.77	\$128.85	Y		\$25.77	\$128.85	Y	
8	Breakable Flange, (62-29-15)	15	\$70.04	\$1,050.60	Y		\$42.27	\$634.05	Y		\$73.85	\$1,107.75	Y		\$73.85	\$1,107.75	Y	
9	Traffic Model Rod Coupling, (62-29-30)	10	\$63.53	\$635.30	Y		\$66.89	\$668.88	Y		\$66.98	\$669.80	Y		\$66.98	\$669.80	Y	
10	Rod Coupling Pin & Clip Pins, (62-29-31)	10	\$8.96	\$89.60	Y		\$9.44	\$94.39	Y		\$9.45	\$94.50	Y		\$9.45	\$94.50	Y	
11	Spring, (62-30-03)	40	\$94.47	\$3,778.80	Y		\$99.48	\$3,979.20	Y		\$99.61	\$3,984.40	Y		\$99.61	\$3,984.40	Y	
12	Spring Plate, (62-62-04)	40	\$97.77	\$390.80	Y		\$10.30	\$411.84	Y		\$10.31	\$412.40	Y		\$10.31	\$412.40	Y	
13	Spring Plate Pin, (62-30-07)	10	\$97.77	\$97.70	Y		\$10.31	\$102.96	Y		\$10.31	\$103.10	Y		\$10.31	\$103.10	Y	
14	Upper Rod, (62-30-11)	5	\$224.78	\$1,123.90	Y	N	\$285.71	\$285.71	N	N	\$257.61	\$1,288.05	N	N	\$257.61	\$1,288.05	N	N
15	Lower Rod Stem, (62-30-12)	1	\$250.85	\$250.85	N		\$320.73	\$320.73	N	N	\$330.60	\$330.60	N	N	\$330.60	\$330.60	N	N
16	Drain Lever, (62-31)	1	\$185.69	\$185.69	Y		\$195.53	\$195.53	Y		\$195.79	\$195.79	Y		\$195.79	\$195.79	Y	
17	Hydrant Seat w/O-Rings, (62-35-OR)	10	\$398.26	\$3,982.60	Y		\$415.12	\$4,151.21	Y		\$419.91	\$4,199.10	Y		\$419.91	\$4,199.10	Y	
18	Hydrant Valve, (62-41)	30	\$97.73	\$2,931.90	Y		\$101.87	\$3,056.07	Y		\$103.05	\$3,091.50	Y		\$103.05	\$3,091.50	Y	
19	Valve Bottom, (62-42)	15	\$112.39	\$1,685.85	Y		\$117.15	\$1,757.27	Y		\$118.50	\$1,777.50	Y		\$118.50	\$1,777.50	Y	
20	4" Gate Valve (Alpha)	1	\$584.43	\$584.43	Y		\$680.19	\$680.19	Y		\$635.04	\$635.04	Y		\$635.04	\$635.04	Y	
21	6" Gate Valve (Alpha)	2	\$749.02	\$1,498.04	Y		\$874.58	\$1,749.15	Y		\$789.35	\$1,578.70	Y		\$789.35	\$1,578.70	Y	
22	8" Gate Valve (Alpha)	2	\$1,147.63	\$2,295.26	Y		\$1,303.71	\$2,607.41	Y		\$1,201.27	\$2,402.54	Y		\$1,201.27	\$2,402.54	Y	
23	10" Gate Valve (Alpha)	1	\$1,783.04	\$1,783.04	Y		\$2,032.39	\$2,032.39	Y		\$1,868.30	\$1,868.30	Y		\$1,868.30	\$1,868.30	Y	
24	12" Gate Valve (Alpha)	1	\$2,242.93	\$2,242.93	Y		\$2,545.61	\$2,545.61	Y		\$2,354.52	\$2,354.52	Y		\$2,354.52	\$2,354.52	Y	
25	Gate Valve Box Rubber Adapter	25	\$30.63	\$765.75	Y		\$304.00	\$759.95	Y		\$30.44	\$761.00	Y		\$30.44	\$761.00	Y	
Section Total				\$28,211.49				\$29,086.39				\$29,925.89				\$29,925.89		

February 16, 2021

The Honorable Board of City Commissioners
 City of Fargo
 225 N 4th St
 Fargo, ND 58102

RE: RFP 21031 for Aggregate Materials, Concrete, Asphalt and Emulsified Asphalt

Commissioners:

On February 8, 2021, proposals were received for Aggregate Materials, Concrete, Asphalt and Emulsified Asphalt in response to RFP 21031. Several different contractors submitted proposals for the different products requested. The results are shown below with the lowest prices in bold.

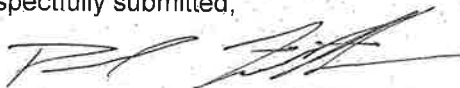
<u>Class 5 Gravel</u>	<u>Price Picked Up (Ton)</u>	<u>Price Delivered (Ton)</u>
Aggregate Industries	\$13.35	\$12.95
Northern Improvement	\$16.50	n/a
Strata	\$14.50	\$19.50
Kost Materials	\$13.25	\$13.25
<u>Crushed/Recycled Concrete</u>	<u>Price Picked Up (Ton)</u>	<u>Price Delivered (Ton)</u>
Aggregate Industries	\$11.60	\$15.70
Strata	\$14.50	\$19.50
Kost Materials	n/a	\$15.25
Border States Paving	\$11.00	\$17.00
<u>FA2 Crushed Granite</u>	<u>Price Picked Up (Ton)</u>	<u>Price Delivered (Ton)</u>
No Bids Received		
<u>FA2.5 Crushed Granite</u>	<u>Price Picked Up (Ton)</u>	<u>Price Delivered (Ton)</u>
No Bids Received		
<u>NDDOT FAA 43 Hot Mix Asphalt</u>	<u>Price Picked Up (Ton)</u>	<u>Price Delivered (Ton)</u>
FM Asphalt	\$53.00	n/a
Northern Improvement	\$56.00	n/a
Border States Paving	\$51.50	\$57.50
<u>NDDOT Class 27 Hot Mix Asphalt</u>	<u>Price Picked Up (Ton)</u>	<u>Price Delivered (Ton)</u>
FM Asphalt	\$49.50	n/a
Northern Improvement	\$53.00	n/a
Border States Paving	\$48.50	\$54.50

<u>3/8" Minus Hot Mix Asphalt</u>	<u>Price Picked Up (Ton)</u>	<u>Price Delivered (Ton)</u>
FM Asphalt	\$65.00	n/a
Border States Paving	\$70.00	\$76.00
<u>3/8" Minus Cold Mix Asphalt</u>	<u>Price Picked Up (Ton)</u>	<u>Price Delivered (Ton)</u>
Northern Improvement	\$170.00	n/a
<u>CRS-2 Emulsified Asphalt</u>	<u>Price Picked Up (Ton)</u>	<u>Price Delivered (Ton)</u>
Flint Hills Resources	n/a	\$415.70
RCM Specialties	n/a	\$759.05 (\$3.23/gal)
<u>CSS-1h Emulsified Asphalt</u>	<u>Price Picked Up (Ton)</u>	<u>Price Delivered (Ton)</u>
Flint Hills Resources	\$425.79	n/a
Border States Paving	\$720 (\$3.00/gal)	n/a
FM Asphalt	\$780 (\$3.25/gal)	n/a
<u>4000 PSI Concrete</u>	<u>Price Picked Up (CY)</u>	<u>Price Delivered (CY)</u>
Aggregate Industries	n/a	\$121.25
Kost Material	n/a	\$120.00
Strata	n/a	\$112.00
<u>5000 PSI Concrete</u>	<u>Price Picked Up (CY)</u>	<u>Price Delivered (CY)</u>
Aggregate Industries	n/a	\$126.25
Kost Material	n/a	\$126.00
Strata	n/a	\$118.00
<u>Fast-Track Concrete</u>	<u>Price Picked Up (CY)</u>	<u>Price Delivered (CY)</u>
Aggregate Industries	n/a	\$133.50
Kost Material	n/a	\$132.00
Strata	n/a	\$140.00
<u>Controlled Density Fill Concrete (CDF)</u>	<u>Price Picked Up (CY)</u>	<u>Price Delivered (CY)</u>
Aggregate Industries	n/a	\$101.50
Kost Material	n/a	\$98.00
Strata	n/a	\$94.00

RECOMMENDATION:

I/we suggest motion to award the individual items of the Aggregate Materials, Concrete, Asphalt and Emulsified Asphalt RFP as indicated in bold lettering above. (RFP 21031).

Respectfully submitted,



Paul Fiechtner
Services Manager
Fargo Public Works

RFP RESULTS (RFP 21031) - AGGREGATE MATERIALS**February 8, 2021****Class 5/Ton**

Company	Delivered	Picked Up
Aggregate Industries	\$12.95	\$13.35
Northern Improvement	n/a	\$16.50
Strata	\$19.50	\$14.50
Kost	\$13.25	\$13.25

FA2 Crushed Granite/Ton

Company	Delivered	Picked Up

FA2.5 Crushed Granite/Ton

Company	Delivered	Picked Up

CRS-2 Emulsified Asphalt/Ton

Company	Delivered	Picked Up
Flint Hills Resources	\$415.70	
RCM Specialties	\$759.05	

CSS-1h Emulsified Asphalt/Ton

Company	Delivered	Picked Up
Flint Hills Resources		\$425.79
Border States Paving		\$720.00
FM Asphalt		\$780.00

Crushed/Recycled Concrete/Ton

Company	Delivered	Picked Up
Aggregate Industries	\$15.70	\$11.60
Strata	\$19.50	\$14.50
Kost	\$15.25	n/a
Border States Paving	\$17.00	\$11.00

Asphalt/Ton

Company	Class 27	FAA 43	3/8 Minus	OmegaMix
FM Asphalt	\$49.50	\$53.00	\$65.00	
Northern Improvement Co.	\$53.00	\$56.00		\$170.00
Border States Paving	\$48.50	\$51.50	\$70.00	

Concrete/CY

Company	4000 PSI	5000 PSI	Fast-Track	CDF
Aggregate Industries	\$121.25	\$126.25	\$133.50	\$101.50
Kost Materials	\$120.00	\$126.00	\$132.00	\$98.00
1 yd Minimum; \$75 minimum charge, less than 3 cy.				
Strata	\$112.00	\$118.00	\$140.00	\$94.00
1 yd Minimum; \$100 delivery fee, less than 3 cy.				

February 17, 2021

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

RE: EV Dual Charging Station – Bid Acceptance and Award Recommendation

Commissioners:

In February 2021, Fargo Public Works published an advertisement requesting bids (AFB20142) for the construction of the VW Grant EV Charging station to be located at City Hall. A total of five bids were received and opened. Based on the bid results, we are recommending award of the project to the low bidder, Superior Electric at a total bid of \$98,548.00.

RECOMMENDED MOTION: I/we hereby move based on advertisement for bids (AFB20142) to accept the bids and award the EV Dual Charging Station project to Superior Electric at cost of \$98,548.00.

Respectfully submitted,



Ben Dow
Public Works Director



728 East Beaton Drive, Suite 101
West Fargo, ND 58078-2650
701 232 5353
KLJENG.COM

February 17, 2021

Ben Dow
Director of Operations
City of Fargo
402 23rd Street North
Fargo, ND 58102

Re: EV Charging Station

Dear Mr. Dow:

Bids on the referenced project were opened on February 17, 2021. A total of five (5) bids were received. All five were opened, and no bids were rejected. The bids were checked for mathematical accuracy and no discrepancies were found. A complete tabulation of all bids received is attached. The apparent low bidder is Superior Electric with a total bid of \$98,548.00. KLJ recommends the City award the bid to Superior Electric.

We are attaching the Notice of Award for your approval. Please sign and return one copy to our office. We will send them to the contractor for their signature and then return a copy to you for your records.

If you have any questions, please contact our office.

Sincerely,

KLJ

A handwritten signature in blue ink that reads "Cassie McNames".

Cassie McNames, PE
Project Manager

Enclosure(s): (1) Bid Tabulation
Project #: 1904-01296
cc: File

Bid Opening February 17, 2021 @ 11:45am
 EV Charging Station
 City of Fargo



Bidder Name	Contractor's License	Bid Bond	Lump Sum Bid Price
Sun Electric, Inc.	X	X	\$ 99,000.00
Superior Electric	X	x	\$ 98,548.00
RBB Electric	x	x	\$ 102,000.00
Rick Electric	x	x	\$ 101,000.00
Parsons Electric	x	x	\$ 112,625.00
Apparent Low Bid			98,548.00
Engineer's Opinion of Cost			\$ 84,250.00

TRUE TABULATION OF BIDS Cassie Muranes
 KLJ Engineering, LLC

Bids Received	5
Bids Opened	5
Bids Rejected	0

Notice of AwardDate: February 22, 2021Project: EV Dual Charging StationOwner: City of FargoOwner's Contract No.:Contract: Stipulated PriceEngineer's Project No.: 1904-01296-3Bidder: Superior Electric of Fargo, LLCBidder's Address: [send Notice of Award Certified Mail, Return Receipt Requested]1533 10th Street NorthFargo, ND 58102

You are notified that your Bid dated February 17, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the total work.

The Contract Price of your Contract is Ninety-eight thousand and five hundred forty-eight Dollars (\$98,548.00).

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

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

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

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders, General Conditions, and Supplementary Conditions.
3. Other conditions precedent:
Deliver the certificate of insurance prior to issuance of notice to proceed.

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

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

City of Fargo

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

February 16, 2021

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

RE: Public Works Campus Master Plan Phase II Task Order with KLJ

Commissioners:

With the purchase of the Border States Electric IT building along with the use of the old Bergseth Brothers distribution facility, Public Works has started to grow and cover a large footprint along the 25th Street and 7th Avenue North corridors. As you look at the number of city facilities occupied in the general vicinity of Public Works, it is easy to see that a west campus is developing. The heated facility footprint between Transit, Public Works and the Police Department in the area has reached an astonishing 297,525 Sq. Ft. (6.83 acres) and a total land area of 851,460 Sq. Ft. (19.54 acres). As we look to future use and return on investment of current facilities, it is important to analyze overall building operations, condition and space.

In 2020, we began and finalized "Phase I" of the Public Works Campus Master Plan. During Phase I, KLJ worked with Public Works, Water/Waste Water, Solid Waste, Engineering, Police, Transit and Planning to identify possible options for future space and infrastructure programming over the next 10- to 20- years. Growth forecasting completed as part of this phase, suggested several participating departments are going to experience a deficiency in space for core operations over the next 20 years. A significant and repeating finding of Phase I focused on the space deficits that Solid Waste, Public Works and Central Garage will see in the next 10- to 20- years.

The purpose of Phase II of the Master Plan is to define existing and projected functional requirements and space needs that will guide future facility development and design. The Master Plan is intended to be a tool for future infrastructure planning and programming efforts for the Public Works campus. Phase II will work with projected conditions presented in Phase I to develop and evaluate a range of operational concepts to meet existing and projected needs. In addition, as part of Phase II, we have included building assessments and 5-year capital improvement plans for the Central Garage and Border States Electric IT buildings. This will ensure that funds are not wasted on infrastructure nearing the end of the useable life or set for operational changes in the near future.

Recommended Motion: I/we hereby authorize the attached scope and fee proposal, totaling \$92,085, for Phase II of the Public Works Campus Master Plan, under the Public Works Master Services Agreement (RFP19127) with KLJ.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Ben Dow', with a stylized, flowing script.

Ben Dow
Public Works Director

This is Task Order
No. 2, consisting of 10
pages.

Public Works Consulting Services Task Order No. 2

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services, dated August 26, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Public Works Campus Master Plan Phase II

B. Description: This Task Order will define existing and projected functional requirements and space needs, which will guide future facility development and design for the City of Fargo Public Works functions for the next 10- to 20- years. The Master Plan is intended to be a tool for future infrastructure planning and programming efforts for the City of Fargo. Included in the Master Plan will be a 5-year capital improvement plan for the Central Garage and BSE IT buildings.

2. Services of Engineer

KLJ will perform and provide the following:

I. Coordination and Progress Meetings

KLJ will meet with the project advisory committee (PAC) up to three (3) times during this phase of the project to review progress and allow opportunity for coordination and feedback. The PAC was established in Phase I and includes key departmental and administrative leadership from the City of Fargo. The three Phase II PAC meetings will focus on the following deliverables:

- i. PAC Meeting #4: Review Preliminary Operational Concepts for Public Works Campus developed in Phase I and Condition Assessments
- ii. PAC Meeting #5: Refine Operational Concepts & Analysis
- iii. PAC Meeting #6: Draft Campus Master Plan

II. Condition Assessments

Condition assessments for the Central Garage and BSE IT buildings will be conducted in Phase II of the study. The condition assessments will provide a high-level evaluation of the building infrastructure (walls, floors, roof, and pavement), accessibility (ADA, etc.), building systems/equipment (HVAC, plumbing, electrical, storm water). These systems will be given a rating of good, fair or poor. A deferred maintenance list will be developed for each building which will include timeline for repairs and opinions of probable cost. A memorandum will be prepared for the assessments and distributed to the PAC for review.

The condition assessments are used as a key input into an evaluation matrix of operational concepts developed in Phase I. The condition assessments will be used to screen the operational concepts to establish a relative cost/benefit of future improvements to either Central Garage or BSE IT versus larger campus wide programming needed over the next 5-

, 10- and 20-years. Once the operational concepts have been vetted, KLJ will prepare a 5-year capital improvement plan for the Central Garage and BSE IT buildings.

III. Operational Concept Development and Analysis

Based on work completed in Phase I, a total of seven (7) preliminary Operational Concepts were presented involving Public Works, Central Garage, Solid Waste and the BSE IT building.

Based on the projections developed in Phase I, KLJ will work through the PAC to refine and analyze a range of Operational Concepts. The intent of each Operational Concept is to establish a concept level facility plan for meeting the operational needs facing the Fargo Public Works campus area. Operational Concepts will be evaluated based on three (3) key factors:

- Guiding Principles developed in Phase I;
- Projected conditions and space programming needs through the year 2040;
- Condition Assessments of both Central Garage and BSE IT.

This phase of the analysis allows for the development of a fatal flaw analysis of each operational concept. This process allows for a vetting and elimination of options which meet either short or long terms needs identified through the planning process.

Development and analysis of the Operational Concepts is anticipated as follows:

Preliminary Operational Concepts - Building from Operational Concepts developed in Phase I, KLJ will develop an initial set of Preliminary Operational Concepts to meet projected programming needs for the Public Works Campus. The intent of this phase of analysis is to determine a shortlist (three options) of potential Operational Concept through a fatal flaw analysis. The review and vetting of the Preliminary Operational Concepts will occur as part of PAC #4. At this stage, campus maps illustrating general locations of departmental space program needs developed in Phase I will be presented to the PAC for review and consideration.

Refined Operational Concepts - KLJ will develop a refined list of Operational Concepts which more specifically address projected programming needs for the Public Works Campus based on comments received in PAC #4. It is anticipated that there would be no more three (3) refined Operational Concepts remaining after PAC #4, which ensures available options to address Public Works, Central Garage and Solid Waste with consideration given to dependent variables of both Public Works East (PWE) and BSE IT. The review and vetting of the Refined Operational Concepts will occur as part of PAC #5. This will include refinement of space layout to verify the high-level space program developed in Phase I. Square foot costs will be generated for the Refined Operational Concepts.

KLJ will prepare a review/scan of industry best practices for public works related storage and maintenance facility design and development. Findings of the review/best practices scan will be shared with the PAC and used to inform key guiding principles for operational concept development and refinement.

IV. Candidate Property Identification

The City of Fargo has been acquiring various properties within the study area over the past several years. Phase I refined a list of candidate properties within the Area of Influence. Candidate Properties were defined as being either listed for sale, noted as potentially coming up for sale or are located such that they would fall within an area which would support the buildout of the Public Works campus area. These properties are viewed as favorable for acquisition by the city of Fargo to support overall implementation of the Campus Master Plan. KLJ will consider current and projected values of these properties to account for programming needs to support future campus expansion plans.

V. Draft Campus Master Plan

KLJ will develop a Final Operational Concept to support development of the Fargo Public Works Master Plan. The final Operational Concept will reflect the best fit option to address projected space programming needs for the affected departments in the Public Works Campus. The Final Operational Concept will likely include sub options to reflect potential “variables” in achieving recommended build out needs.

The Final Public Works Master Plan will include consideration for Public Works East (PWE) and potential off-site growth and expansion. The Master Plan will consider planning level needs to account for parking and stormwater management on a campus wide level through year 2040.

A short range (5-year) Capital Improvement Program and Long Range (15 to 20-year) Implementation Plan will support the Final Operational Concept developed for the Public Works Master Plan. The short- and long-range elements will recommend the best fit investment and phasing of improvements needed to support the Final Operational Concept for the Public Works Campus. KLJ will prepare a draft opinion of probable costs associated with developing and implementing the infrastructure included in the Draft Master Plan.

Upon development of a Draft Campus Master Plan, KLJ will present key findings and recommendations to PWPEC, Utilities Committee, and a Fargo City Commission brown bag.

VI. Final Campus Master Plan

KLJ will incorporate comments received from the internal city committees, city commission, and public outreach into a Final Campus Master Plan.

3. Client Responsibilities

- A. KLJ requests that the City of Fargo provide timely access and approval to enter the site. In addition, KLJ requests the City of Fargo provide them with available accurate information on the site location; available site plans/maps and construction records; previous environmental studies; and related information pertaining to the site. KLJ will coordinate the site visit with the designated site contact.

4. Services Not Include

- A. Preparation of as-built drawings or scalable floor plans for each facility or department building.
- B. Building assessments for buildings not included in the scope above.
- C. Mechanical and Electrical engineering services, excluding work incidental to the condition assessments for Central Garage and BSE IT.

- D. Design, bidding or construction services.
- E. Traffic study and report.
- F. Hazardous material testing.
- G. Presentations or attendance at meetings other than those listed above.

5. Times for Rendering Services

The tentative schedule for this project is listed below:

Coordination and Progress Meetings	February – September 2021
Condition Assessment.....	February – March 2021
Preliminary Operational Concepts	March – April 2021
PAC Meeting #4	March 2021
Central Garage and BSE IT 5-year CIP	April – May 2021
Refine Operational Concepts	May - September 2021
PAC Meeting #5	July 2021
Candidate Property and Analysis.....	September 2021
Draft Campus Master Plan	October - November 2021
PAC Meeting #6	November 2021
Final Campus Master Plan	December 2021

6. Payments to Engineer

Owner shall pay Engineer for services rendered as follow:

The total compensation for services identified in Exhibit B-2 is estimated to be \$92,085.

1) Coordination and Progress Meetings	<u>\$4,240</u>
2) Condition Assessments	<u>\$21,795</u>
3) Preliminary Operational Concept Analysis	<u>\$18,640</u>
4) Refined Operational Concept Analysis	<u>\$29,120</u>
5) Candidate Property Identification	<u>\$1,670</u>
6) Draft Campus Master Plan	<u>\$12,075</u>
7) Final Campus Master Plan	<u>\$4,545</u>

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

7. Consultants:

Foss Architects
MBN Engineering, Inc.

8. Other Modifications to Agreement:

None at the time.

9. Attachments:

Exhibit A-2
Exhibit B-2
Figure 1: Study Area Map

10. Documents Incorporated By Reference:

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

The Effective Date of this Task Order is February 22, 2021.

OWNER:

ENGINEER:

By: _____

By: Mark Anderson

Name: Dr. Timothy J. Mahoney, M.D.

Name: Mark Anderson

Title: Mayor

Title: Vice President, EPW

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Ben Dow

Name: Cassie McNames

Title: Public Works Director

Title: Project Manager

Address: 402 23rd Street N.
Fargo, ND 58102

300 23rd Ave E, Suite 100
Address: West Fargo, ND 58078

Email: Bdow@cityoffargo.com

Email: cassie.mcnames@kljeng.com

Phone
Number: 701-241-1463

Phone
Number: 701-241-2317

Fax: 701-241-8100

Fax: 855-288-8055

EXHIBIT A-2

Planning and Engineering Services Task Order No. 2: Public Works Campus Master Plan – Phase II Fargo, ND

Planning and Engineering Services

Background & Project Overview

KLJ has prepared a scope of work to develop a Public Works Campus Master Plan (Master Plan) for the City of Fargo. The purpose of this study is to define existing and projected functional requirements and space needs which will guide future facility development and design for the City of Fargo Public Works functions for the next 10- to 20- years. The Master Plan is intended to be a tool for future infrastructure planning and programming efforts for the City of Fargo. Included in the Master Plan will be a 5-year capital improvement plan for the Central Garage and BSE IT buildings.

The Master Plan is premised on an evaluation and summary of existing and projected conditions of the ongoing operations within facilities owned and operated by the City of Fargo within the proposed study area (defined below). The study is broken down into two phases. Phase I was completed by KLJ in May 2020 and focused on the growth projections, existing conditions and programming needs. The scope of service included in the Phase II of the project is focused on development of a capital improvement plan for the Central Garage and BSE IT buildings, an operational concept and final master plan as described below.

Why Invest in Public Works

Demands are growing on Public Works infrastructure. Growth forecasting completed in Phase I suggest several participating departments are forecast to experience a deficiency in space for core operations over the next 20 years. Future space deficits are facing Solid Waste, Public Works and Central Garage. A backlog of facility related maintenance and repair further exacerbates these projected conditions. Phase II will work with Projected Conditions presented in Phase I to develop and evaluate a range of operational concepts to meet existing and projected needs on the Public Works campus.

Study Area

Phase I developed and refined a project Study Area which includes an Area of Influence for the Public Works Campus Master Plan. The Area of Influence defined in Phase I is generally those areas considered the centrifuge of the Public Works operations and is generally aligned in near proximity to the Fargo Central Garage. Figure 1 shows the Project Study Area and Area of Influence.

Phase II Scope of Services:

I. Coordination and Progress Meetings

KLJ will meet with the project advisory committee (PAC) up to three (3) times during this phase of the project to review progress and allow opportunity for coordination and feedback. The PAC was established in Phase I and includes key departmental and administrative leadership from the City of Fargo. The three Phase II PAC meetings will focus on the following deliverables:

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Concepts to meet projected programming needs for the Public Works Campus. The intent of this phase of analysis is to determine a shortlist (three options) of potential Operational Concept through a fatal flaw analysis. The review and vetting of the Preliminary Operational Concepts will occur as part of PAC #4. At this stage, campus maps illustrating general locations of departmental space program needs developed in Phase I will be presented to the PAC for review and consideration.

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Upon development of a Draft Campus Master Plan, KLJ will present key findings and recommendations to PWPEC, Utilities Committee, and a Fargo City Commission brown bag.

VI. Final Campus Master Plan

KLJ will incorporate comments received from the internal city committees, city commission, and public outreach into a Final Campus Master Plan.

VII. Proposed Schedule (Tentative Dates)

Coordination and Progress Meetings	February – September 2021
Condition Assessment	February – March 2021
Preliminary Operational Concepts	March – April 2021
PAC Meeting #4	March 2021
Central Garage and BSE IT 5-year CIP	April – May 2021
Refine Operational Concepts	May - September 2021
PAC Meeting #5	July 2021
Candidate Property and Analysis	September 2021
Draft Campus Master Plan	October - November 2021
PAC Meeting #6	November 2021
Final Campus Master Plan	December 2021

Services Not Included:

- A. Preparation of as-built drawings or scalable floor plans for each facility or department building.
- B. Building assessments for buildings not included in the scope above.
- C. Mechanical and Electrical engineering services, excluding work incidental to the condition assessments for Central Garage and BSE IT.
- D. Design, bidding or construction services.
- E. Traffic study and report.
- F. Hazardous material testing.
- G. Presentations or attendance at meetings other than those listed above.

EXHIBIT B-2

**Planning and Engineering Services
Task Order No. 2: Public Works Campus Master Plan – Phase II
Fargo, ND**

Payment for Services

I. Compensation – Standard Hourly Rates Method of Payment

1. The total compensation for services is estimated to be \$92,085 based on the following estimated distribution of compensation:

a. Phase II:

1) Coordination and Progress Meetings	<u>\$4,240</u>
2) Condition Assessments	<u>\$21,795</u>
3) Preliminary Operational Concept Analysis	<u>\$18,640</u>
4) Refined Operational Concept Analysis	<u>\$29,120</u>
5) Candidate Property Identification	<u>\$1,670</u>
6) Draft Campus Master Plan	<u>\$12,075</u>
7) Final Campus Master Plan	<u>\$4,545</u>

2. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

The amounts above include compensation for engineer's services. Appropriate amounts have been incorporated to account for labor, overhead, profit, and reimbursable expenses. Engineer's Standard Hourly Rates are as agreed upon in Agreement between Kadrmas, Lee & Jackson and the City of Fargo dated August 26, 2019.

February 18, 2021

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

RE: Wastewater – 125 HP Utility Tractor with Snowblower (RFP21041)

Commissioners:

On February 16th, 2021, request for proposals were received for one (1) one 125 HP Utility Tractor with Front Mount Snowblower. Eight proposals were submitted by three (3) separate vendors. Proposals that met specification and are listed below.

The results are as follows:

<u>Firm</u>	<u>Total per unit</u>
RDO Equipment	\$119,325.00
RDO Equipment	\$118,525.00
Fargo Tractor	\$131,575.00
Fargo Tractor	\$114,875.00

The review committee consisting of James Hausauer, Wayne Offerdahl and Tanner Smedshammer determined that both vendors met the specifications required on the Tractor, however the Snowblower's all had slight variations. Price was within the expected parameters. Our recommendation is to award the RFP to RDO Equipment. A 6-year lease will be procured for the full cost at the time the equipment is received. Funding for this project is included in the 2021 Wastewater Treatment budget.

SUGGESTED MOTION:

Approve the recommendation to purchase / lease one 125 HP Utility Tractor with Front Mount Snowblower from RDO Equipment for the purchase price of \$119,325.00.

Respectfully Submitted,



Tanner Smedshammer
 Fleet Management Specialist

Fargo/Moorhead

Snow Removal
 Street Maintenance
 Right of Way Maintenance

Sanitary & Storm
 Sewer Maintenance
 Street Name Sign Maintenance

Fleet Management
 Meters Readings,
 Installations & Maintenance

Urban Forestry
 Water Service/Hydrants
 & Watermain Maintenance

Proposal Evaluation Summary

Titan Machinery		Titan Machinery	RDO Equipment		RDO Equipment	Fargo Tractor		Fargo Tractor	Fargo Tractor	
MANUFACTURER		Case IH	Case IH	John Deere	John Deere	Kubota	Kubota	Kubota	Kubota	Kubota
Model	Vestrum 130	Maxxum 125 CVX	5125R	5125R	5125R	M6 131DTC-F	M6 131DTC-F	M6 131DTC-F	M6 131DTC-F	M6 131DTC-F
Front Hitch Make	Zuidberg	Case IH	Zuidberg	Zuidberg	Zuidberg	Zuidberg	Zuidberg	Zuidberg	Zuidberg	Zuidberg
Snowblower Make	Erskine 965RM	Erskine 965RM	Pronovost P980	Pronovost P922-98	Pronovost P922-98	Erskine 965RM	Normand N92-310H	Normand N92-312H	Normand N92-310H	Normand N92-312H
Equipment Price	\$104,500.00	\$121,200.00	\$119,325.00	\$118,525.00	\$118,525.00	\$115,825.00	\$119,250.00	\$120,350.00	\$118,600.00	\$118,600.00
96" or 98"	96"	96"	98"	98"	98"	96"	98"	98"	98"	98"
Snowblower Price	\$10,375.00	\$10,375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00	\$200.00	\$350.00	\$350.00
Total	\$114,875.00	\$131,575.00	\$119,325.00	\$118,525.00	\$118,525.00	\$115,825.00	\$119,600.00	\$120,550.00	\$118,950.00	\$118,950.00

23

February 22nd, 2021

The Honorable Board of City Commissioners
City of Fargo
225 4th St N
Fargo, North Dakota 58102

RE: AFB20132 Metro Transit Garage Lighting Project Contract

Commissioners,

An advertisement for bids was issued by the Transit Department for the replacement of light fixtures at the Metro Transit Garage. The project was funded by grants through NDDOT and MNDOT with a local investment of \$20,000. Grant contract 38190961 was approved by the City Commission on August 26th, 2019 and will be used to fund this project.

Bids were opened on January 13th with the lowest bid coming from Superior Electric of Fargo, LLC. The bid from Superior Electric of Fargo, LLC met all the requirements and specifications of the AFB.

Your approval was given on February 8th, 2021 to award the project to Superior Electric of Fargo. Contract was written and approved by the City Attorney.

Attachments: Metro Transit Garage Lighting Project Contract

Recommended Action: For AFB20132, approve and sign contract with Superior Electric of Fargo, LLC for the Metro Transit Garage lighting replacement project

Respectively submitted,



Jordan Smith
Transit Fleet and Facilities Manager

METRO TRANSIT GARAGE LIGHTING PROJECT CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, between the City of Fargo, a North Dakota municipal corporation, the City of Moorhead, a Minnesota municipal corporation (collectively the "City") and Superior Electric of Fargo, LLC, a North Dakota limited liability company, hereinafter Contractor.

Contractor is hereby awarded the Contract for the Metro Transit Garage Lighting Replacement Project in accordance with the Proposal, including all Federal and State Compliance documents attached hereto as Exhibit A. Contractor agrees to undertake and execute all work in a good, substantial and workmanlike manner, and to furnish all the materials, tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with the Advertisement for Bids, attached hereto as Exhibit B, including all Federal and State contracting requirements, and made a part of this Agreement, and under penalty expressed in the Performance bond, attached hereto as Exhibit C, which are hereby declared and accepted and made a part of this Contract and as essential parts of the unit prices named in the Proposal.

What the Contract Price Includes

The price in the Proposal is for the completed work, and includes the furnishing of all the materials, labor, tools and appliances, and all expenses, direct and indirect, connected with the proper execution of the work in accordance with the plans, profiles, and specifications for the work, and maintaining the same until it is accepted by the City.

Inspection

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

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

Time of Commencement and Completion/ Time of the Essence

The Contractor shall commence the work within thirty (30) days after written notice from the City, continue the work without interruption, and complete the entire Contract on or before Completion Date- May 31, 2021. Contractor's failure to satisfactorily and timely complete the Contract work shall result in a deduction by City, out of the money which may be due or become due Contractor liquidated damages in accordance with the following agreed upon schedule, fixed and determined by the parties to be liquidated damages.

LIQUIDATED DAMAGES SCHEDULE			
ORIGINAL CONTRACT AMOUNT		SUBSTANTIAL COMPLETION PER CALENDAR DAY	FINAL COMPLETION 30% PER CALENDAR DAY
From	To	Fee	Fee
\$ 0	\$50,000	\$250	\$75
50,000	100,000	400	120
100,000	500,000	600	180
500,000	1,000,000	1,000	300
1,000,000	2,000,000	1,500	450
2,000,000	5,000,000	2,000	600
5,000,000	---	3,000	900

Substantial completion shall consist of the following items unless otherwise noted:

1. Installation and operation of all replacement lighting fixtures.

Final completion shall consist of completing remaining items and the repair of all punch list and clean up items.

At any time before expiration of the original or extended Contract time, a written request may be made to the City for additional time to complete the Contract. The request shall be supported by adequate documentation stating the reasons and basis for the request. The City's determination will consider to what extent the delays were caused by conditions beyond the Contractor's control that may be offset by time lost due to the failure to diligently prosecute the work or to other

conditions within the Contractor's control. A plea that insufficient time was specified is not a valid reason for a time extension.

Contractor must pay the City liquidated damages for failure to timely complete the Contract work irrespective of whether there are monies due on the Contract.

Claim for Damages

Delay occasioned by any act or omission over which the Contractor has no control, or on the part of the City, may entitle the Contractor to an extension of time in which to complete the work. Contractor shall give notice in writing to the City of the cause of such delay within thirty (30) days, yet in no case after the expiration of the original or extended Contract time.

Subletting

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

Specifications, Plans and Stakes

The work shall be done in strict conformity to the Light Fixture Specifications attached to the Advertisement for Bids attached hereto.

Cleaning Up

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

Orders

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

Defective Work

The Contractor, upon being so directed by the City, shall suspend, remove or reconstruct, or make good without charge any work which they may consider to be defectively executed.

Competent Workers to be Employed

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

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

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

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

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

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

Contractor must give preference in accordance with N. D. Cent. Code section 43-07-20 to the employment of bona fide North Dakota residents, as determined by section 54-01-26, with preference given first to honorably discharged disabled veterans and veterans of the armed forces of the United States, as defined in section 37-19.1-01, who are deemed to be qualified in the performance of that work.

Order of Executing Work

The Contractor shall commence work at such point or points as the City may direct, and shall conform to their directions as to the order and time in which different parts of the work shall be done.

Failure to Pay for Labor and Materials

If Contractor fails to pay laborers, or for materials used, the City may make such payments from monies due the Contractor, at the City's discretion necessary to protect laborers and material suppliers.

Laws and Ordinances to be Observed

Contractor must abide by all applicable laws. Contractor shall indemnify the City against all claims, damages, suits, actions and expenses, including reasonable attorney's fees to the property of the City of any person, caused by the negligence of the Contractor or their servants or employees in carrying out or attempting to carry out this Contract, and from claims made by laborers or others for injury sustained by reason of the negligence of the Contractor, their servants or employees, in the performance or attempted performance of this Contract. Contractor further shall indemnify the City from damages sustained by depositing materials to public injury or to the injury of any

- person or corporation, or resulting from the use of any patented material, implement or process which may be employed in executing the work under this Contract, including costs and expense of defense. Contractor shall be notified of the bringing of suit in such cases, and be permitted to defend the same, and City may withhold final payment of this Contract for the indemnity of the City.

Failure to Prosecute Work Vigorously

Contractor shall commence work under this Contract within thirty (30) days after being instructed to do so in a written notice from the City. Contractor's failure to commence work as directed may be deemed a Contract breach, and the Contractor and surety shall be liable for the full amount of the Contract.

If, at any time during the prosecution of the work, in the opinion of the City, Contractor is not employing the necessary resources to timely complete the Contract, or performing in an unworkmanlike manner, City shall give Contractor and their surety five (5) days written notice to comply. Failure to comply may be deemed a Contract breach and the Contractor and surety shall be liable on their bond for the full amount of the Contract price.

The notice provided for in this section may be served upon the Contractor by delivering the same to any person in charge of the work, or by mailing the same, regular mail to the Contractor and the surety.

Neither the abandonment of this Contract by the Contractor, as herein provided, nor the declaration by the City that the same is forfeited, nor the doing of the said work by the bidder, shall release the surety of the Contractor from liability under this Contract.

Payments

The City may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the City make payment to a Contractor who is in default under the terms of the Contract unless expressly authorized by the City.

Guarantee

Contractor guarantees the Contract work will remain in good condition for the period of one (1) year from the date of completion, ordinary wear excepted. Contractor is financially responsible for any repairs necessary to maintain the Contract work in good condition within one year from completion, ordinary wear excepted.

The determination of the necessity for repairs above mentioned rests entirely with the City whose decision upon the matter shall be final and obligatory upon the Contractor.

Miscellaneous

This Contract with all its forms, plans, profiles, specifications and stipulations shall be binding upon the heirs, executors, administrators or assigns of the said Contractor, and upon the successors or assigns of the City as if each and all of them had been specifically mentioned.

IN WITNESS WHEREOF, the City Commission of the City of Fargo and the City Council of the City of Moorhead, have made and executed this Contract on behalf of said City, and the Contractor has hereunto set its hand the day and year first above written.

CITY OF FARGO, a North Dakota municipal corporation

Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

City Auditor

CITY OF MOORHEAD, a Minnesota municipal corporation

Mayor of the City of Moorhead

ATTEST:

City Manager

SUPERIOR ELECTRIC OF FARGO, LLC, a North Dakota
limited liability company

by _____
Contractor



**Advertisement for Bids
for
Metro Transit Garage Lighting Replacement**

**Published Date
Final Submission Deadline
Bid Opening
Bid Award**

**December 23rd, 2020
January 13th, 2021
January 13th, 2021
January 25th, 2021**

Portions of this AFB may use City of Fargo and City of Moorhead funding which is partially funded by the North Dakota Department of Transportation, Minnesota Department of Transportation and up to 80% funding by the Federal Transit Administration.

**City of Fargo
City of Moorhead
Metro Transit Garage Lighting AFB**

SUBMITTALS

Sealed bids will be received by the City Auditor in the blue, outside drop box located on the north side of City Hall (225 4th St N, Fargo, ND) until 11:00 a.m on Wednesday, January 13th, 2021. Bids will then be opened and read aloud at 11:45 a.m. in the Engineering Conference Room in Fargo City Hall. The public is encouraged to view the bid opening from their computer, tablet, or smartphone by using the following link: www.fargobidopenings.com. A pre-bid meeting will be held on January 5th, 2021 at 1:00pm at 650 23rd Street N, Fargo, ND 58102.

Bids shall be upon cash payment for interior and exterior lighting system replacement in transit facility. The interior and exterior lighting system replacement in the transit facility include, but are not limited to, removal of existing interior and exterior lighting system; installation of new interior and exterior lighting system.

The contract documents are on file and may be examined at the following:

City of Fargo, Auditor's Office, 225 4th Street North, Fargo ND 58102
Metro Transit Garage (MTG), 650 23rd Street North, Fargo, ND 58102

Complete digital project bidding documents are available at www.matbus.com "Doing Business with Us". You may download the digital plan documents at no cost. An optional paper set of project documents is also available at no cost at the Metro Transit Garage (MTG), 650 23rd Street North, Fargo, ND 58102. Please contact us at 701-476-5940 if you have any questions.

All bidders are notified that disadvantaged and women-owned business enterprises are encouraged to submit responses to this request. The DBE goal for this project is 1.25%. The City will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award. Up to 80% of the funding for the project will be provided through a Federal Transit Administration operating grant, Catalog of Federal Domestic Assistance (CFDA) #20.256. All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

All bids are to be submitted on the basis of cash payment for the work and materials, and each bid shall be accompanied by **A SEPARATE ENVELOPE CONTAINING THE CONTRACTOR'S LICENSE, BID BOND, AND LIST OF ALL ADDENDA TO THE PLANS AND SPECIFICATIONS AND ACKNOWLEDGEMENT BY BIDDER OF RECEIPT OF SUCH ADDENDA**. The bid bond must be in a sum equal to five per cent (5%) of the full amount of the bid and must be in the form of a bidder's bond. A bidder's bond must be executed by the bidder as principal and by a surety company authorized to do business in this state, conditioned that if the principal's bid be accepted and the contract awarded to the principal within thirty (30) days after notice of award, will execute and effect a contract in accordance with the terms of the bid and the bid bond as required by the laws of the State of North Dakota and the regulations and determinations of the governing body. If a successful bidder does not execute a contract within thirty (30) days allowed, the bidder's bond must be forfeited to the governing body and the project awarded to the next lowest responsible bidder.

All bidders must be licensed for the full amount of the bid as required by Section 43-07-05 and 43-07-12 of the North Dakota Century Code. Contractor's license must be effective for a minimum of 10 days prior to January 13th, 2021.

Contract shall be awarded on the basis of the low bid submitted by a responsible and responsive bidder for the aggregate sum of all bid items. Only one contract will be awarded for the work.

All bids will be contained in a sealed envelope, as above provided; plainly marked showing that such envelope contains a bid for the above project. In addition, the bidder shall place upon the exterior of such envelope the following information:

1. The work covered by the bidder;
2. The name of the bidder;
3. Separate envelope containing bid bond and a copy of North Dakota Contractor's License or certificate of renewal; and acknowledgement of all addenda.

No Bid will be read or considered which does not fully comply with the above provisions as to Bond, Contractor's License and Acknowledgement of all Addenda, and any deficient Bid submitted will be resealed and returned to the Bidder immediately.

The work on the improvement will be substantially completed by April 30th, 2021. Final completion will be completed by May 31st, 2021.

The Owner reserves the right to reject any and all bids, to waive any informality in any bid, to hold all bids for a period not to exceed 30 days from the date of opening bids, and rebid the project until a satisfactory bid is received.

All questions and inquiries about the requirements must be in writing and E-mailed or be addressed to:

Jordan Smith
Transit Fleet and Facilities Manager
Metro Transit Garage
650 23rd Street North
Fargo, ND 58102

E-mail: jmsmith@matbus.com
Phone: (701) 476-5940

General Requirements

1. INTENT

This Advertisement for Bids (AFB) is being published by the Cities of Fargo and Moorhead for the purpose of selecting an electrical contractor to perform demolition and disposal of current lighting fixtures and installation of new lighting fixtures at the Metro Transit Garage.

2. PROPOSER

The Proposer must fill out the Bid Sheet and have the appropriate signatures. Proposer must also submit with the bid, specification sheets for each light bid in the project.

3. PROPOSAL

All proposals submitted in accordance with the terms and conditions of the AFB shall be binding upon the proposer for at least **thirty (30)** calendar days after the proposal opening.

4. BID OPENING

Bids will be opened by the Cities of Fargo and Moorhead. Since this is a low bidder proposal, the bid open will be public. Bid opening will take place at Fargo City Hall, 225 4th St N, Fargo, ND 58102 on January 13th, 2021.

5. CITIES OF FARGO AND MOORHEAD RIGHTS

The Cities reserve the right to cancel this AFB in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The Cities by this AFB does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify AFB contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

6. AWARD

The selection committee of the Cities of Fargo and Moorhead will review and analyze each response. The bid will be awarded to the responsible and responsive bidder with the lowest cost bid. No proposals will be considered that do not meet mandatory elements.

Upon award of a proposal, all information of all proposals, including costs, will become public record.

7. BID PROTEST PROCEDURE

Protests will be accepted from prospective Proposers whose direct economic interest would be affected by the award of a contract or by failure to award a contract. The cities of Fargo and Moorhead 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.

A complete copy of the protest procedures can be requested from the Transit Fleet and Facilities Manager and Protests should be sent via certified mail through the U.S. Postal Service to:

**Transit Fleet and Facilities Manager
Metro Transit Garage
650 23rd St North
Fargo, ND 58102**

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

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

8. REMEDIES/SANCTIONS FOR BREACH

If awarded the contract, the Contractor shall warrant that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the cities or its operating contractor, with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of the contract.

9. DISCLAIMER OF LIABILITY

The Cities will not hold harmless or indemnify any contractor for any liability whatsoever.

10. HOLD HARMLESS

The Cities 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 AFB.

11. LAW GOVERNING

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

12. CONDITIONAL PROPOSALS

Conditional proposals are subject to rejection in whole or in part

13. SUBLETTING OF CONTRACT

The contract that will be derived from this AFB shall not be sublet except with the written consent of the Cities. No such consent shall be construed as making the Cities a party to such subcontract, or subjecting the Cities 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 Cities must be through the General Contractor.

14. 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 Cities, which approval shall not be unreasonably withheld. An assignment or transfer of interests which shall require approval of the Cities shall include, without limitation, the occurrence within any six-month period of the transfer of a majority ownership interest of the Contractor, such as a transfer of a majority of the outstanding stock in the Contractor if it is a corporation or a transfer of a majority of the membership in the Contractor if it is a limited liability company. A claim by Contractor that Cities' withholding of approval is unreasonable may only be resolved by a lawsuit seeking declaratory relief or judgment, and such claim shall not give rise to any action for damages, direct, indirect or consequential.

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.

16. REGULATORY REQUIREMENTS

The Contractor shall comply with all Federal, State, and local licensing, training, testing and/or regulatory requirements (including permits) for this project.

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.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the North Dakota Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

17. 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.

18. RESERVED RIGHTS

The Cities 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.

19. 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 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 AFB.

20. 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.

21. 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 Cities or any person interested in the proposed contract.

22. PROHIBITED INTEREST

No administrator or employee of the Cities 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 there from.

23. TERM OF AGREEMENT:

The work on the improvement will be substantially completed by April 30th, 2021. Final completion will be completed by May 31st, 2021. The other party shall have thirty (30) days to provide notice of its intent to cancel the Agreement or during the 30-day period, enter into a mutually agreeable modification of this Agreement.

24. PAYMENT:

Payment will be made to the vendor and/or contractor within 30 days of the completion of the project. This project is funded by both cities of Fargo and Moorhead. All invoices for materials and labor will need to be divided 2/3 billed to the City of Fargo and 1/3 billed to the City of Moorhead. All invoices for this project should be mailed to 650 23rd St. N Fargo, ND 58102

INSTRUCTIONS TO BIDDERS
(INSTRUCTIONS ARE TO BE FOLLOWED WHERE APPLICABLE TO THE PROJECT)

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Owner in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
- B. Each Bid shall contain a copy of the North Dakota Contractor's license or certificate of renewal thereof issued by the Secretary of state enclosed in the required Bid envelope. No contract shall be awarded to any Contractor unless they are the holder of a license at least ten days prior to the date set for receiving Bids to be a qualified Bidder. A Bid submitted without this information properly enclosed in the Bid envelope shall not be read or considered and shall be returned to the Bidder.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.05 No bid may be read or considered if it does not fully comply with these requirements and any deficient bid submitted must be resealed and will be returned to the Bidder immediately.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

- 1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- 4. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner by owners of such Underground Facilities, including Owner, or others.
- C. Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- B. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- C. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work;
- J. no information derived from maps, plans, specifications, profiles, or drawings, or from verbal statements by any official and/or representative of the Owner, will relieve the Contractor from any risk or from fulfilling all the terms of the Contract. The accuracy of the Contractor's interpretation of the facts disclosed by any preliminary investigations that have been made by the Owner is not guaranteed. The contractor shall not, at any time, make claims to additional payments or considerations on account of any misunderstanding regarding the nature or amount of the work to be done; and
- K. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents within twenty-four (24) hours before the time set for bid opening. Questions received less than five (5) days prior to the date for opening of the time set for bid opening, exclusive of Sundays and legal holidays, may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions. The Bid Bond must be included with the Bid in a separate envelope attached to the outside of the envelope containing the Bid.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 30 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 30 days after the Effective Date of the Agreement or the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 30 days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 Addenda Acknowledgement, Bond, and License Requirements. All bids must be in a sealed envelope plainly marked with the name and number of the Project, and attached to the outside of the bid envelope must be **A SEPARATE ENVELOPE CONTAINING A LIST OF ALL ADDENDA TO THE PLANS AND SPECIFICATIONS AND AN ACKNOWLEDGEMENT BY THE BIDDER OF RECEIPT OF SUCH ADDENDA, AND THE CONTRACTOR'S LICENSE OR CERTIFICATE OF RENEWAL. THE SEPARATE ENVELOPE SHALL ALSO CONTAIN A BIDDER'S BOND IN THE AMOUNT OF 5% OF THE FULL AMOUNT OF THE BID** executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and the Contract awarded to the principal, the principal, within 30 days after notice of award, shall execute a Contract in accordance with the terms of the bid and a contractor's bond as required by law and the regulations and determinations of the City Commission. Countersignature of a bid bond is not required under this section. The acknowledgement of receipt of the addenda may be listed on the outside or inside of the separate bid bond envelope.
- A. All Bidders must be licensed for the full amount of the bid, as required by N.D. Cent. Code Section 43-07-05. A copy of the Contractor's License or Certificate of Renewal thereof, issued by the Secretary of State, must be enclosed in the bid bond envelope as required under N. D. Cent. Code Section 43-07-12. A Contractor must be the holder of a license at least ten (10) days prior to the date set for receiving bids to be a qualified bidder.
- B. No bid may be read or considered if it does not fully comply with these requirements and any deficient bid submitted must be resealed and will be returned to the Bidder immediately.
- C. The City Commission reserves the right to reject any and all bids and rebid the project until a satisfactory bid is received.
- 13.10 All Bids must be enclosed in a sealed envelope and deposited with the City Auditor identifying the name of the Bidder and its contents.

- 13.11 The Bidder may substitute a computer printed spreadsheet bid schedule for the Bid Schedule found in the Bid Form. The substitute schedule shall be attached to the last page of the supplied Bid form.
- A. The following information shall appear on top of each page of the computer printed bid schedule:
 - 1. Project Name
 - 2. Date of Bid Opening
 - 3. Location (as defined in Advertisement for Bids)
 - 4. Description of Work (from Advertisement for Bids)
 - 5. Page Number
 - 6. Bidder's Name and Address
 - 7. Acknowledgement of Addenda
 - B. The substitute bid schedule shall be printed on sheets of approximately the same size as the bid schedule in the Bid Form, and the words and numerals shall be clear and legible. Each page shall be arranged, numbered, and contain the same bid items as the corresponding bid schedule in the Bid Form. Column headings shall be the same as those in the standard Bid Schedule furnished with the specifications.
 - C. Each bid item shall be separated from the bid items above and below it by one or more blank spaces. Solid lines for separating columns and items are not required, but dashed lines may be placed either vertically or horizontally.
 - D. The total sum(s) of the bid shall be entered at the same relative location as on the standard Bid Schedule.
 - E. The Bidder, or authorized representative, shall sign the substitute bid schedule in ink on the last page of the computer printout. The signer's name and title shall be printed below or beside the signature.
 - F. In case of discrepancies between item descriptions or quantities in the Bid Schedule on the Bid Form and those on the computer printed bid schedule, the Bid Schedule on the Bid Form will govern. Any omitted items or missed items will be considered as "zero", and no payment will be considered for that item.
 - G. All prices must fully cover all items for which Bids are herein asked. Any Bids submitted on items not included in the proposal form shall be grounds for rejection of the entire proposal.

ARTICLE 14 – BASIS OF BID

14.01 Base Bid with Alternates

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

14.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison

purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished with a copy of the Bid Form. The Bid Form is located on page 49 of the bid documents. The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the address shown on the Advertisement for Bid.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn at any time prior to the expiration of the period during which Bids may be submitted by written request of the Bidder, to the City Auditor, which request must be signed by an appropriate document duly executed in the same manner that a Bid must be executed and by the same person or persons who signed the Bid. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Owner reserves the right to reject the Bid of any Bidder if Owner believes it would not be in the best interest of the Project to make award to that Bidder whether because Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. The Owner reserves the right to reject any and all bids and rebid the project until a satisfactory bid is received.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.04 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
 - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

- 19.05 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Supplementary Conditions.
- 19.06 A contractor may be determined to be a non-responsible Bidder for any one or more of the following reasons:
- A. Inadequate financial resources to perform the Contract;
 - B. Inadequate experience, organization, or technical resources to perform the Contract;
 - C. Uncompleted work which the City of Fargo (Owner) determined might hinder or prevent prompt completion of additional work;
 - D. Default under previous or existing Contracts;
 - E. Failure to repay monies due to the Owner resulting from overpayments;
 - F. Unsatisfactory performance on previous work or current contract(s), including but not limited to: (a) Noncompliance with contract requirements, or Owner's directives; (b) failure to complete work on time; (c) instances of substantial corrective work prior to acceptance; (d) instances of completed work that requires acceptance at reduced pay; and (2) production of non-specification work or materials; and
- 19.07 Any other factor or circumstances showing a reasonable likelihood of inability to perform the Bidding Documents.
- 19.08 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 8 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 30 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder.

ARTICLE 22 – LAWS, TOGETHER WITH PRINTED AND REGULATIONS

- 22.01 All applicable laws, ordinances and the rules and regulations of authorities having jurisdiction over construction of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.
- 22.02 Bidders are required to comply with the laws of the States of North Dakota and/or Minnesota as applicable and Cities of Fargo and Moorhead Municipal Code as applicable.

- 22.03 The City is exempt from Federal Tax on the transportation of property, and the Bidder or Contractor shall not include such taxes.
- 22.04 The current income clearance number issued by the State Tax Department shall be furnished by the Contractor to the City.

ARTICLE 23 – FEDERAL CLAUSES

23.01 No Government Obligation to Third Parties:

- 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.

23.02 Program Fraud & False or Fraudulent Statements & Related Acts:

- 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.

23.03 Access to Records and Reports:

- 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 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.

23.04 Federal Changes:

- A. 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.

23.05 Civil Rights and Equal Opportunity:

The AGENCY is and 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.

1. 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.
2. 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.

3. 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.
4. 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.

23.06 Termination Provisions:

- 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 Commission, a significant increase in local costs; or, in the opinion of the City Commission, 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.

23.07 Disadvantaged and Small Business Enterprise:

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. 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.

23.08 Incorporation of FTA Terms:

- A. 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.

23.09 Debarred, Suspended, or Ineligible Contractors

- A. The CONTRACTOR certifies that his/her firm is not included on the U.S. Comptroller General's or General Services Administration's Consolidated List of Persons or Firms Currently Debarred or Suspended for Violations of Various Public Contracts Incorporating Labor Standards.
- B. 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.

- C. 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 City of Fargo. If it is later determined by the City of Fargo that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Fargo, 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.

23.10 Buy America: **(NOT APPLICABLE)**

- A. 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.

23.11 Breach of Contract and Dispute Resolution:

- A. Owner and Contractor shall endeavor to resolve claims between them by mediation. But nothing prevents the parties from litigating those claims.
- B. No waiver or failure to enforce any part or provision of the Contract Documents, including, but not limited to the change order process, shall be considered a waiver by the Owner of any subsequent default or breach of the same or any other part of provision contained herein, or right to enforce the same or any part of provision contained herein.

23.12 Lobbying Restrictions:

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.

23.13 Clean Air and Federal Water Pollution Control Act:

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).

23.14 Contract Work Hours & Safety Standards Act:

A. For construction contracts:

1. 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.
2. 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.
3. 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.
4. 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

1. 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.
2. 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.

3. 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.
4. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

1.18 Substance Abuse Requirements: Drug & Alcohol Testing: **(NOT APPLICABLE)**

- C. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota, or the City of Fargo, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to the 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.

23.15 Cargo Preference:

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.

23.16 Davis-Bacon Act and Copeland Act – Prevailing Wage and Anti-Kickback:

- A. 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.

23.17 Energy Conservation:

- A. 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).

23.18 Construction—Special Requirements. The following Federal laws and regulations impose requirements that may affect FTA assisted construction projects:

- A. Bonding. The Common Grant Rules require bonds for all contracts exceeding the simplified acquisition threshold (exceeding \$150,000) unless FTA determines that other arrangements adequately protect the Federal interest. FTA's bonding policies are as follows:
 1. 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.
 2. 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.
 3. Payment Bond. **(NOT APPLICABLE)** 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:
 - a. Less Than \$1 Million. Fifty percent of the contract price if the contract price is not more than \$1 million,
 - b. 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
 - c. More Than \$5 Million. Two and one half million dollars if the contract price is more than \$5 million.
 4. 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.

5. **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.
6. **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.

1.24 Fly America:

B. 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.

- C. 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.
- 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]:

(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.

1.27 Recycled Products:

- F. 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.

23.19 Safe Operation of Motor Vehicles:

A. 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.

B. 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.

23.20 Seismic Safety:

- A. 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.

ARTICLE 24 – NON-SEGREGATED FACILITIES

- 24.01 A certification of non-segregated facilities must be submitted prior to award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. Failure to submit the certification with the proposal may be reason for rejection.

- 24.02 Contractors receiving federally assisted construction contract award exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
- 24.03 A certification of non-segregated facilities must be submitted prior to award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ARTICLE 25 – COMPLIANCE WITH ENVIRONMENTAL PROTECTION REGULATIONS

- 25.01 Bidders are required to comply with all applicable pollution control and environmental protection regulations.

ARTICLE 26 – PATENTS AND INFRINGEMENTS

- 26.01 The successful Bidder must protect and indemnify the Owner against any claim or demand for infringements on any patented article, invention, arrangement or appurtenances that may be used in connection with the construction, erection or maintenance of this work.

ARTICLE 27 – RETAINAGE

- 27.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

CERTIFICATIONS AND RESTRICTIONS ON LOBBYING

The undersigned Company/Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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.

The Company/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Company/Contractor

_____ Date

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published and update to 49 DFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220 (b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, 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) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). Instructions for Certification; By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. 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 municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, 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 49 CFR 29, subpart C 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.

____ Company/Contractor

____ Signature of Company/Contractor's Authorized Official

____ Printed Name

____ Title of Company/Contractor's Authorized Official

____ Date

Davis Bacon Wage Rates

Contractors and subcontractors performing on contracts covered by the Davis-Bacon Act are required to pay laborers and mechanics on a weekly basis. They must submit a weekly payroll statement to the contracting agency that includes the following information:

- Name;
- Address;
- Full social security number;
- Worker classification;
- Regular hourly rate of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents;
- Daily and weekly numbers of hours worked;
- Deductions;
- Actual wage paid;
- If applicable, detailed information regarding various fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected; and
- If applicable, detailed information regarding approved apprenticeship or trainee programs.

General Decision Number: ND20200013 09/11/2020

Superseded General Decision Number: ND20190013

State: North Dakota

Construction Type: Building

County: Cass County in North Dakota.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for

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

Modification Number Publication Date

0	01/03/2020
1	04/03/2020
2	05/01/2020
3	06/12/2020
4	06/19/2020
5	09/11/2020

BOIL0647-006 03/01/2018

Rates Fringes

BOILERMAKER.....\$ 37.22 27.14

BRND0001-002 05/01/2018

Rates Fringes

BRICKLAYER.....\$ 33.68 13.42

ELEC1426-004 06/01/2019

Rates Fringes

ELECTRICIAN (Excludes Low

Voltage Wiring).....\$ 31.62 11.5%+10.80

*** IRON0512-006 05/03/2020**

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 33.30 30.7

PLAS0633-001 05/01/2018

Rates Fringes

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

PLUM0300-016 06/01/2020

	Rates	Fringes
PIPEFITTER.....	\$ 37.29	16.57
PLUMBER.....	\$ 37.29	16.57

SFND0669-002 04/02/2020

	Rates	Fringes
SPRINKLER FITTER (Fire		
Sprinklers).....	\$ 34.12	20.79

SHEE9010-002 06/03/2019

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct		
Installation Only).....	\$ 30.65	17.60

SUND2012-002 08/18/2014

	Rates	Fringes
CARPENTER (Drywall		
Finishing/Taping Only).....	\$ 21.22	7.11

CARPENTER, Excludes Drywall

Finishing/Taping, Drywall

Hanging, and Metal Stud

Installation.....	\$ 19.24	4.89
DRYWALL HANGER AND METAL STUD		
INSTALLER.....	\$ 21.36	0.00
ELECTRICIAN (Low Voltage		
Wiring Only).....	\$ 21.14	5.73
INSULATOR - MECHANICAL		
(Duct, Pipe & Mechanical		
System Insulation).....	\$ 15.80	2.60
LABORER: Common or General.....	\$ 13.05	2.92
LABORER: Mason Tender - Brick...	\$ 15.32	0.00
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 14.54	3.41
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 26.00	3.82
OPERATOR: Crane.....	\$ 26.18	9.39
OPERATOR: Forklift.....	\$ 23.06	15.47
OPERATOR: Loader.....	\$ 23.75	0.00
PAINTER (Brush and Roller).....	\$ 21.86	8.41

ROOFER.....\$ 16.37 2.84

SHEET METAL WORKER, Excludes

HVAC Duct Installation.....\$ 27.27 7.76

TRUCK DRIVER: Dump Truck.....\$ 19.81 5.42

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

=====

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

on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

COVER SHEET
CITY OF FARGO PROJECTS
AMENDED 2-16-2021

(25-1)

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

New Paving and Utility Construction

Improvement District No. BN-21-F

Call for Bids	<u>February 22</u>	<u>, 2021</u>
Advertise Dates	<u>March 3 & 10</u>	<u>, 2021</u>
Bid Opening Date	<u>March 31</u>	<u>, 2021</u>
Substantial Completion Date	<u>August 15</u>	<u>, 2021</u>
Final Completion Date	<u>September 14</u>	<u>, 2021</u>

N/A PWPEC Report (Attach Copy) – **Part of 2021 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Will Bayuk

Phone No. (701) 241-1554

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-F
AMENDED 2-16-2021

Nature & Scope

This project is for new construction of underground utilities, asphalt pavement, site grading, and incidentals on 68th Avenue South from 15th Street South to 150' west of 14th Street South, on 69th Avenue South from 15th Street South to 68th Avenue South, and on 14th Street South from 70th Avenue South to 60' north of 70th Avenue South.

Purpose

This project is to provide infrastructure for new residential housing in Bison Meadows 2nd Addition as requested by the Developer.

Feasibility

The estimated cost of construction is \$1,341,041.39. The costs for the improvement district are estimated as follows:

LOMR Costs	\$ 274,050.40
Plus 4% Engineering Oversight Fee:	\$ 10,962.02
Total Estimated Developer Funded Cost:	\$ 285,012.42
LOMR Amount Developer Funded:	\$ 285,012.42


CRWUD Special Assessment	\$ 151,982.00
Plus 10% Engineering Fee:	\$ 15,198.20
Plus 4% Administration Fee:	\$ 6,079.28
Plus 3% Legal Fee:	\$ 4,559.46
Plus 4% Interest Fee:	\$ 6,079.28
Plus 5% Contingency:	\$ 7,599.10
Total Estimated Paving Cost:	\$ 191,497.32
CRWUD Amount Special Assessed:	\$ 191,497.32

Underground & Paving Costs	\$ 915,008.99
Plus 10% Engineering Fee:	\$ 91,500.90
Plus 4% Administration Fee:	\$ 36,600.36
Plus 3% Legal Fee:	\$ 27,450.27
Plus 4% Interest Fee:	\$ 36,600.36
Plus 5% Contingency:	\$ 45,750.45
Total Estimated Paving Cost:	\$ 1,152,911.33
Underground & Paving Amount Special Assessed:	\$ 1,152,911.33

Project Funding Summary			
Developer Funded - LOMR	17.49%	\$	285,012.42
Cass Rural Water User District Special Assessment	11.75%	\$	191,497.32
Special Assessments	70.76%	\$	1,152,911.33
Total Estimated Project Cost		\$	1,629,421.06

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION AND COMPRISING
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-F
AMENDED 2-16-2021

LOCATION:

This project is for new construction of underground utilities, asphalt pavement, site grading, and incidentals on 68th Avenue South from 15th Street South to 150' west of 14th Street South, on 69th Avenue South from 15th Street South to 68th Avenue South, and on 14th Street South from 70th Avenue South to 60' north of 70th Avenue South.

COMPRISING:

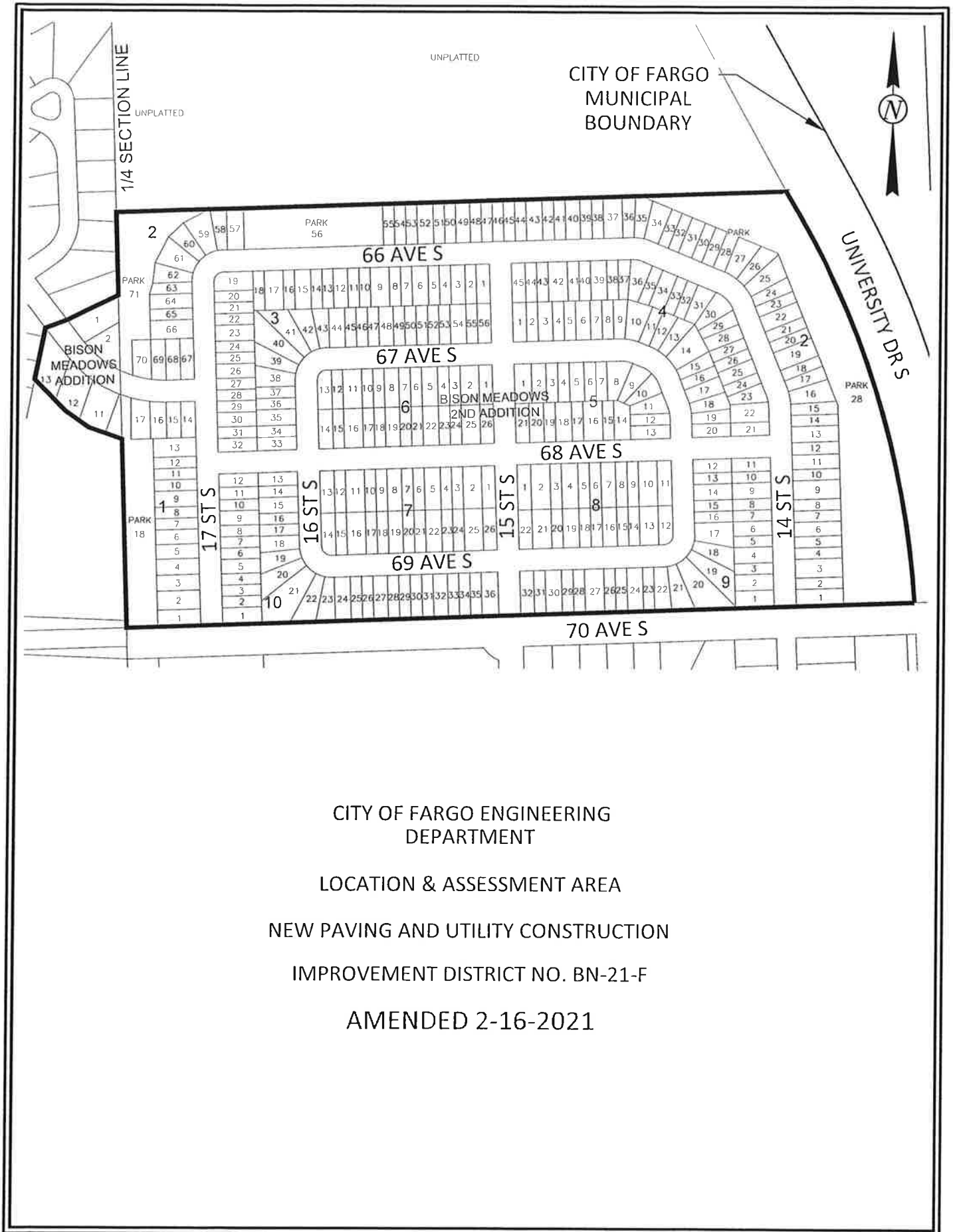
Lots 11 through 13, inclusive, Block 1
Lots 1 through 2, inclusive, Block 2

All platted within Bison Meadows Addition

Lots 1 through 18, inclusive, Block 1
Lots 1 through 71, inclusive, Block 2
Lots 1 through 56, inclusive, Block 3
Lots 1 through 45, inclusive, Block 4
Lots 1 through 21, inclusive, Block 5
Lots 1 through 26, inclusive, Block 6
Lots 1 through 26, inclusive, Block 7
Lots 1 through 22, inclusive, Block 8
Lots 1 through 32, inclusive, Block 9
Lots 1 through 36, inclusive, Block 10

All platted within Bison Meadows Second Addition

All the foregoing located in the City of Fargo, Cass County, North Dakota.



COVER SHEET
CITY OF FARGO PROJECTS

25-2

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

PAVING AND UTILITY REHAB/RECONSTRUCTION

Improvement District No. BR-21-E

Call For Bids February 22, 2021

Advertise Dates March 3 & 10, 2021

Bid Opening Date March 31, 2021

Substantial Completion Date September 17, 2021

Final Completion Date October 17, 2021

N/A PWPEC Report (Attach Copy) (**Part of 2021 CIP**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Brian Skanson

Phone No. (701) 241-1551

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-21-E

Nature & Scope

This project is for the replacement of the water main, sanitary sewer, storm sewer, concrete curb & gutter, concrete pavement, sidewalk replacement, and street lighting.

The project will be on 11th Street North from NP Avenue to 1st Avenue North.

Purpose

The existing water main is 8" cast iron pipe (CIP), which was installed over 70 years ago and is being replaced with 8" polyvinyl chloride (PVC) to minimize impacts and costs associated with breaks.

The street reconstruction is necessary due to the existing concrete street section that has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include concrete street paving, gravel base, curb and gutter, storm sewer main, inlets and leads, sanitary sewer main and services, water main and services, driveway approaches, street lights, new sidewalks and trees.

Feasibility

The estimated cost of construction is \$1,061,001.70. The project will be funded by a combination of City Funds (Wastewater Utility Funds and Water Utility Funds), State Funds, and Special Assessments to the benefiting properties. Assessments will be applied per City policy. The cost breakdown is as follows:

Sanitary Sewer Costs	\$	136,340
Plus 10% Engineering Fee:	\$	13,634
Plus 4% Administration Fee:	\$	5,454
Plus 3% Legal Fee:	\$	4,090
Plus 4% Interest Fee:	\$	5,454
Plus 5% Contingency:	\$	6,817
Total Estimated Sanitary Sewer Cost:	\$	171,788
Sanitary Sewer Amount Special Assessed:	\$	49,669
Sanitary Sewer Amount City Funded:	\$	122,119

Water Main Costs		\$ 108,085
Plus 10% Engineering Fee:		\$ 10,809
Plus 4% Administration Fee:		\$ 4,323
Plus 3% Legal Fee:		\$ 3,243
Plus 4% Interest Fee:		\$ 4,323
Plus 5% Contingency:		\$ 5,404
Total Estimated Water Main Cost:		\$ 136,187
Water Main Amount Special Assessed:		\$ 49,669
Water Main Amount City Funded:		\$ 86,518

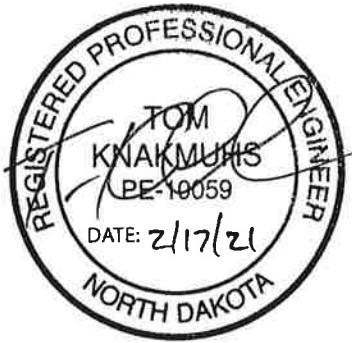
Storm Sewer Costs		\$ 105,045
Plus 10% Engineering Fee:		\$ 10,505
Plus 4% Administration Fee:		\$ 4,202
Plus 3% Legal Fee:		\$ 3,151
Plus 4% Interest Fee:		\$ 4,202
Plus 5% Contingency:		\$ 5,252
Total Estimated Storm Sewer Cost:		\$ 132,357
Storm Sewer Amount Special Assessed:		\$ 66,178
Storm Sewer Amount State Funded:		\$ 66,178


Paving Costs		\$ 711,532
Plus 10% Engineering Fee:		\$ 71,153
Plus 4% Administration Fee:		\$ 28,461
Plus 3% Legal Fee:		\$ 21,346
Plus 4% Interest Fee:		\$ 28,461
Plus 5% Contingency:		\$ 35,577
Total Estimated Paving Cost:		\$ 896,530
Paving Amount Special Assessed:		\$ 269,465
Paving Amount City Funded:		\$ 360,253
Paving Amount State Funded:		\$ 266,812

Project Funding Summary		
Waste Water Utility Funds	18.80%	\$ 251,370.00
Water Utility Funds	23.75%	\$ 317,520.00
State Funds (Prairie Dog)	24.91%	\$ 332,990.04
Special Assessments	32.54%	\$ 434,982.10
Total Estimated Project Cost		\$ 1,336,862.14

The cost to property owners will be per City policy.

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-21-E

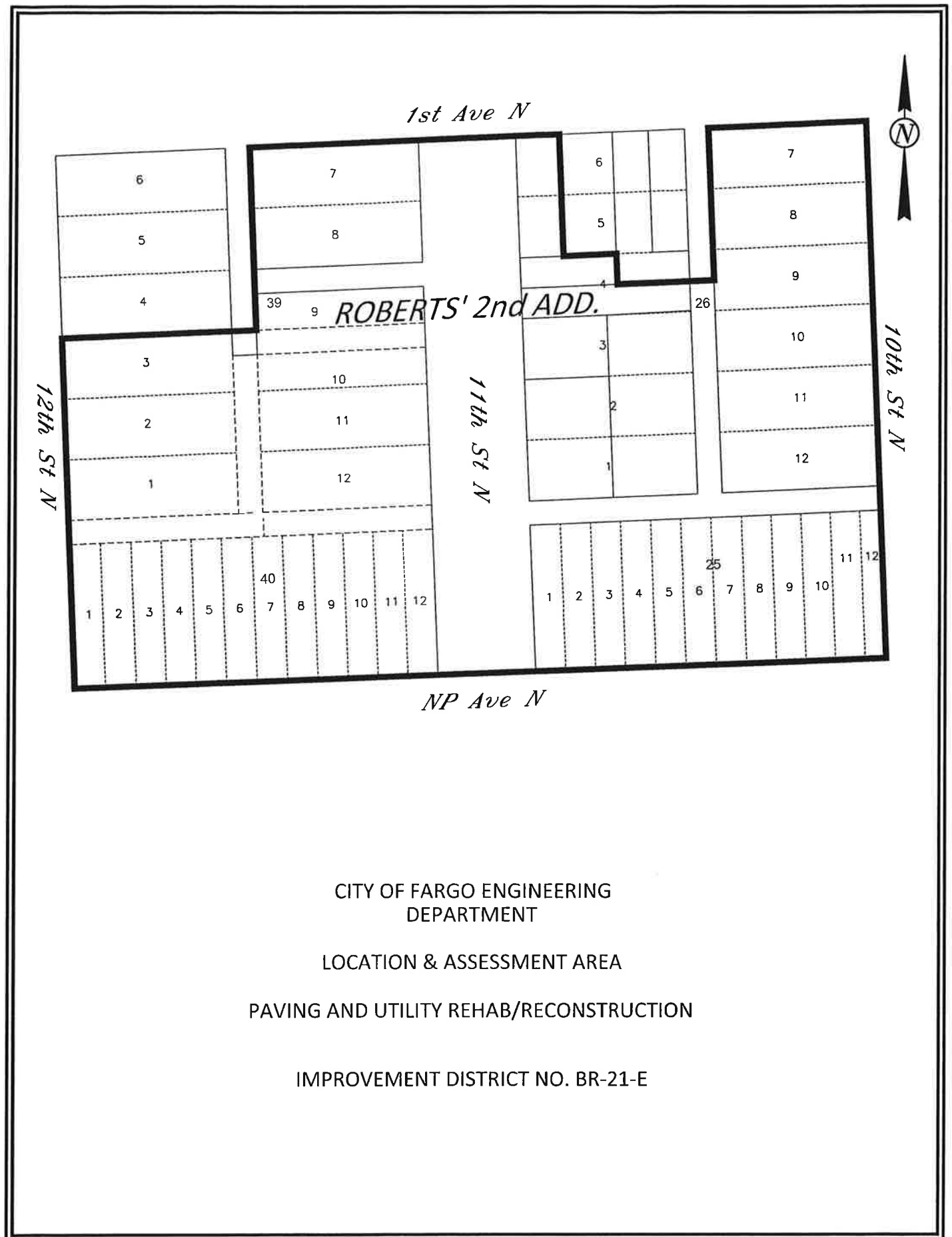
LOCATION:

On 11th Street North from Northern Pacific Avenue North to 1st Avenue North.

COMPRISING:

Lots 1 through 12, inclusive, Block 25.
Lots 1 through 12, inclusive, Block 26.
Lots 1 through 3 and Lots 7 through 12, inclusive, Block 39.
Lots 1 through 12, inclusive, Block 40.
All in Roberts 2nd Addition.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-21-E

COVER SHEET
CITY OF FARGO PROJECTS

25-3

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Asphalt Mill & Overlay

Improvement District No. PR-21-C

Call For Bids February 22, 2021

Advertise Dates March 3 & 10, 2021

Bid Opening Date March 31, 2021

Substantial Completion Date September 25, 2021

Final Completion Date October 25, 2021

N/A PWPEC Report (Attach Copy) **Part of 2021 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Hoogland

Phone No. (701) 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-21-C

Nature & Scope

Under this project, streets and avenues will be milled and overlaid as follows:

Section 1:

- On Elm Street North from Kandi Lane to 12th Avenue North.

Section 2:

- On 26th Avenue North from Elm Street North to 241' west of 3rd Street North.
- On 27th Avenue North from Elm Street North to 241' west of 3rd Street North.
- On 2nd Street North from 25th Avenue North to 28th Avenue North.
- On 3rd Street North from 25th Avenue North to 28th Avenue North.

Section 3:

- On 18th Avenue South from 43rd Street South to 45th Street South.
- On 19th Avenue South from 42nd Street South to 43rd Street South.
- On 43rd Street South from 18th Avenue South to 19th Avenue South.

Section 4:

- On Demores Circle South.
- On 23rd Street South from Demores Drive South to 17th Avenue South.
- On 15th Avenue South from 21st Street South to 23rd Street South.
- On Whitestone Circle South.

Section 5:

- On 36th Avenue South from 15th Street South to 17th Street South.
- On 36 ½ Avenue South from 15th Street South to 17th Street South.
- On 37th Avenue South from 15th Street South to west of 17th Street South.
- On 37 ½ Avenue South from 15th Street South to 17th Street South.
- On 38th Avenue South from 15th Street South to 17th Street South.
- On 38 ½ Avenue South from 15th Street South to 17th Street South.
- On 39th Avenue South from 15th Street South to 17th Street South.
- On 39 ½ Avenue South from 15th Street South to 17th Street South.
- On 17th Street South from 35th Avenue South to 39 ½ Avenue South.

Purpose

The above named streets and avenues are in need of rehabilitation. A mill and overlay will provide a new wearing surface as well as correct deficiencies that have appeared over time. Rehabilitation at this time is a cost effective means of extending the useful life of the street.

Feasibility

The construction cost is estimated to be \$2,324,120.25. Special Assessments and Sales Tax Funds will pay for this project. The cost breakdown is as follows:

Estimated Construction Cost	\$ 2,324,120.25
Plus Engineering Fees (10%):	\$ 232,412.03
Plus Administration Fees (4%):	\$ 92,964.81
Plus Legal/Misc. Fees (3%):	\$ 69,723.61
Plus Interest (4%):	\$ 92,964.81
Plus Contingency (5%):	<u>\$ 116,206.01</u>
Total Cost:	\$ 2,928,391.52
 Project Funding Summary	
Special Assessed Cost (50.0%):	\$ 1,464,195.76
Street Sales Tax Funds (50.0%):	\$ 1,464,195.76

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

**CITY OF FARGO
ENGINEERING DEPARTMENT**

LOCATION & COMPRISING

ASPHALT MILL & OVERLAY

IMPROVEMENT DISTRICT NO. PR-21-C

LOCATION (Section 1):

On Elm Street North from Kandi Lane to 12th Avenue North.

LOCATION (Section 2):

On 26th Avenue North from Elm Street North to 241' west of 3rd Street North.

On 27th Avenue North from Elm Street North to 241' west of 3rd Street North.

On 2nd Street North from 25th Avenue North to 28th Avenue North.

On 3rd Street North from 25th Avenue North to 28th Avenue North.

LOCATION (Section 3):

On 18th Avenue South from 43rd Street South to 45th Street South.

On 19th Avenue South from 42nd Street South to 43rd Street South.

On 43rd Street South from 18th Avenue South to 19th Avenue South.

LOCATION (Section 4):

On Demores Circle South.

On 23rd Street South from Demores Drive South to 17th Avenue South.

On 15th Avenue South from 21st Street South to 23rd Street South.

On Whitestone Circle South.

LOCATION (Section 5):

On 36th Avenue South from 15th Street South to 17th Street South.

On 36 ½ Avenue South from 15th Street South to 17th Street South.

On 37th Avenue South from 15th Street South to west of 17th Street South.

On 37 ½ Avenue South from 15th Street South to 17th Street South.

On 38th Avenue South from 15th Street South to 17th Street South.

On 38 ½ Avenue South from 15th Street South to 17th Street South.

On 39th Avenue South from 15th Street South to 17th Street South.

On 39 ½ Avenue South from 15th Street South to 17th Street South.

On 17th Street South from 35th Avenue South to 39 ½ Avenue South.

COMPRISING (Section 1):

Bound on the north by the Red River of the North.

Bound on the east by the Red River of the North.

Bound on the south by 12th Avenue North the Red River of the North to 3rd Street North.

Bound on the west by 3rd Street North from 12th Avenue North to 32nd Avenue North. Then north on Cherry Lane North from 32nd Avenue North to 35th Avenue North. Then north along the west lot line of lot 21, block 1 of Van Raden's 4th Addition. Then north through unplatted land to the Red River of the North.

COMPRISING (Section 2):

Lot 4, Block 1.

Lots 1 & 7, Block 2.

Lot 1, Block 3.

All in Edgewood 1st Addition.

Lots 1 & 8 through 16, Block 3.

Lots 1 & 18 through 20, Block 4.

Lots 1 through 16, Block 5.

Lots 1 through 6, Block 6.

Lots 1 through 8, Block 7.

Lots 1 through 3, Block 8.

All in Oral A. Holm Addition.

Lot 1, Block 1, Sunrise Addition.

Lots 12 through 24, Block 5.

Lots 1 through 26, Block 6.

Lots 1 through 14, Block 7.

All in North Park Addition.

COMPRISING (Section 3):

Lot 3, Block 1, West Acres Business Park 2nd Addition.

Lots 3 through 7, Block 1.

Lot 3, Block 2.

All in West Acres Business Park 3rd Addition.

Lots 1 through 3, Block 1, West Acres Business Park 4th Addition.

Lots 4 & 5, Block 8, West Acres 4th Addition.

Lot 1, Block 1, West Acres Business Park 7th Addition.

Lots 1 & 2, Block 1, West Acres Business Park 10th Addition.

Lot 1, Block 1, Crop Growers Subdivision.

Lot 2, Block 1, Kelly Prairie Pasta Addition.

Lots 1 & 2, Block 1, GRB Subway Properties Addition.

COMPRISING (Section 4):

Lots 1 through 21, Block 1.

Lots 1 through 4, Block 3.

Lots 5 through 11, Block 4.

Lots 22 through 34, Block 8.

All in South View Villages.

Lots 1 through 10 & 27, Block 2B.

Lots 2 & 3, Block 5A.

Lots 1 through 4, Block 5C.

All in Replats of South View Villages.

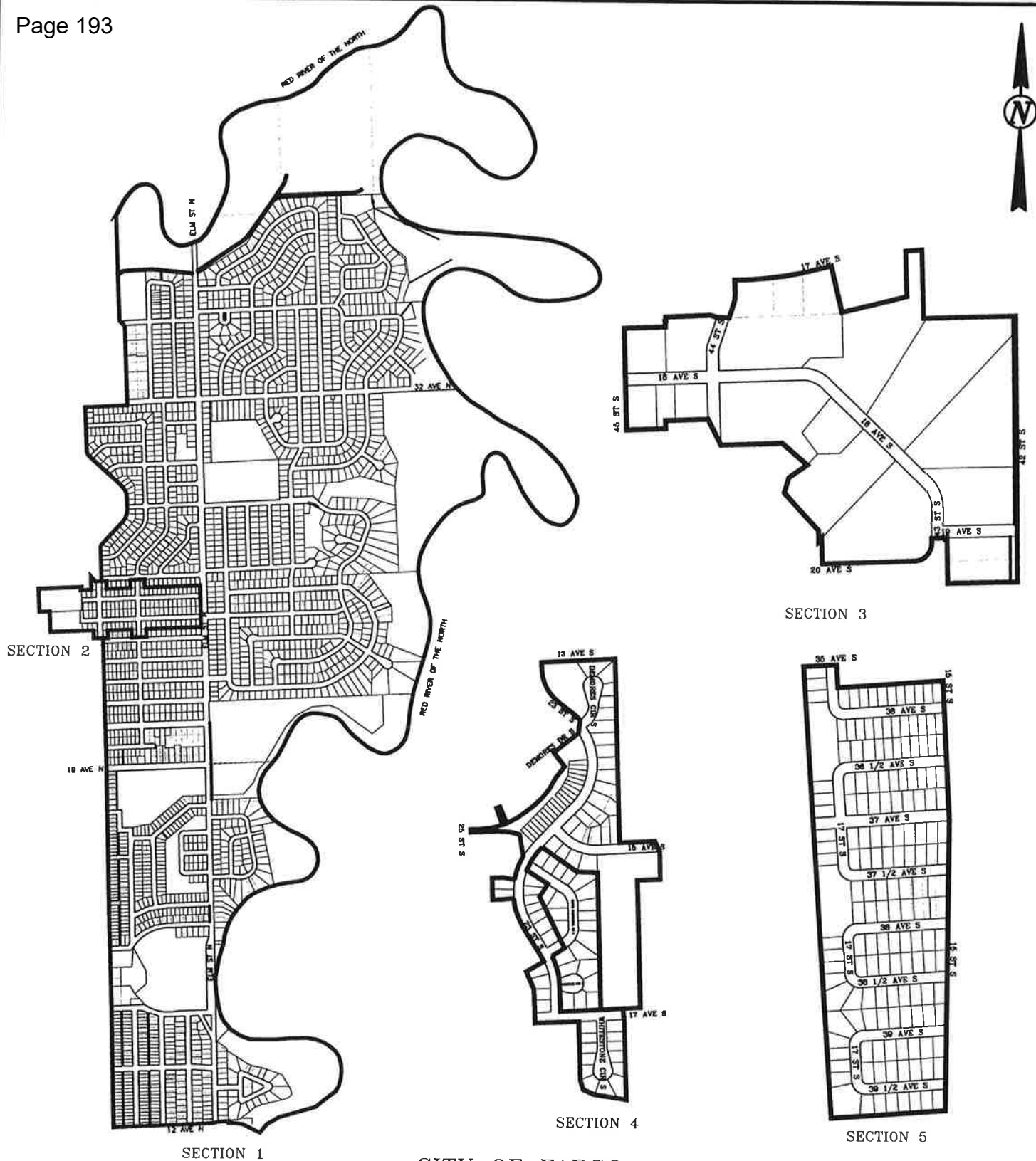
Lot 1, Block 1, Fargo South Addition.

COMPRISING (Section 5):

Lots 10 through 13, Block 6.
Lots 29 through 34, Block 6.
Lots 7 through 18, Block 7.
Lots 1 through 18, Block 8.
Lots 1 through 54, Block 9.
Lots 1 through 16, Block 10.
Lots 1 through 14, Block 11.
All in Ruby Dell Schnell Addition.

Lots 10 through 20, Block 5A.
Lots 14 through 33, Block 6A.
Lots 1 through 7, Block 7A.
All in Replat of Ruby Dell Schnell Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

ASPHALT MILL & OVERLAY

IMPROVEMENT DISTRICT NO. PR-21-C