

FARGO CITY COMMISSION AGENDA
Monday, April 23, 2018 - 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, April 9, 2018).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st reading of an Ordinance Amending Section 25-1504.3, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
- 2. First Amendment to Easement Agreement and Building Encroachment Easement Agreement Pertaining to Roberts Commons Parking Ramp and Dillard Property.
- 3. Applications for property tax exemption for improvements made to buildings:
 - a. Rebecca M. and Jordan W. Green, 513 10th Street South (5 year).
 - b. Old Town LLC, 915 Broadway North (5 year).
- 4. Receive and file First Quarter Financial Status Report for Major Operating Funds through March 31, 2018.
- 5. Receive and file General Fund – Budget to Actual through March 31, 2018 (unaudited).
- 6. Sale of 810 12th Avenue North to Lake Agassiz Habitat for Humanity for \$16,300.00.
- 7. Applications for Games of Chance:
 - a. River Keepers for a raffle on 6/11/18.
 - b. North Dakota CPA Society Foundation for a raffle on 5/22/18.
 - c. Lewis and Clark Elementary PTA for bingo on 5/4/18.
 - d. Roger Maris Charity Golf Tournament for a raffle on 6/25/18.
 - e. Davies High School Friends of Doug Hansen for a raffle on 5/2/18; Public Spirited Resolution.
- 8. Bid award to MidStates Wireless for outdoor warning sirens (RFP181120).
- 9. Contract Award for Consulting Public Information Coordinator services to Flint Communications, Inc. for Project No. MS-18-F0.
- 10. Sole Source Procurement to Odney Media Campaign for the e-cigarettes tobacco program in the amount of \$30,000.00.

11. Second Amendment to Agreement for Services with Community Medical Services (SSP17270).
12. Agreement for Services with Lost and Found Recovery Center.
13. Agreement with Bob Miller to perform training in the Building Inspections Department from 4/23/18 to 12/1/18.
14. Community Development Block Grant Storefront Rehab project at 202 Broadway North.
15. Memorandum of Understanding Regarding Policing Park District Facilities with the Park District of the City of Fargo.
16. Change Orders for the City Hall Project:
 - a. No. 21 for an increase of \$15,063.00 for the general contract.
 - b. No. 12 for an increase of \$4,881.00 for the mechanical contract.
 - c. No. 12 for an increase of \$2,543.00 for the mechanical contract.
 - d. No. 11 for an increase of \$55,832.00 for the general contract.
17. 2018 Mosquito Control Agreement with Cass County.
18. Property License Agreement with Fargo Park District to Extend Off Road Trail System.
19. Lease/Purchase one crawler dozer from General Equipment for the Landfill (RFP18123).
20. Bid awards for repairs to City of Fargo Light Duty, Heavy Duty and Transit vehicles (RFP18130).
21. Negative Final Balance Change Order No. 1 in the amount of -\$12,198.02 for Project No. 6066.
22. Utility Easement Termination associated with Project No. FM-14-93.
23. Bid awards for Project Nos. SN-18-B1 and QR-17-C1.
24. Bills.
25. Agreement for Consulting Engineering Services with Stantec for Improvement District No. TR-18-B0.
26. Change Order No. 2 for an increase of \$71,222.77 for Improvement District No. BN-17-G1.
27. Change Order No. 2 for an increase of \$55,831.08 for Improvement District No. UN-15-B1.
28. Task Order No. 14 and Reimbursement Agreement for Improvement District No. BN-18-F0.
29. Bid awards for Improvement District Nos. NN-17-A1, BR-18-E1, BN-18-E1, PR-18-C1, BR-18-F1, BR-18-B1, PR-18-F1 and BR-18-J1.
30. Create Improvement District No. BR-18-H.
31. Contract and bond for Improvement District Nos. FM-17-C1, BN-18-J1 and SL-17-B1.

REGULAR AGENDA:

32. 2017 Fargo Fire Department Statistical Information Annual Report.
33. Update on 19th Avenue North.
34. Public Hearings - 5:15 pm:
 - a. Amendment to the 2017 Action Plan for Housing and Community Development to reflect a change in the number of HOME-assisted units of the HomeField Phase 2 Community Housing Development Organization project located at 4235 28th Avenue South.
 - b. Amendment to the 2018 Action Plan for Housing and Community Development to reflect a change in the number of HOME-assisted units of the HomeField Phase 3 Community Housing Development Organization project at 4225 28th Avenue South.
 - c. Plat of Urban Plains by Brandt Third Addition a replat of Lot 1, Block 4, Urban Plains by Brandt First Addition, and Lot 1, Block 3, Urban Plains by Brandt Second Addition (2633 and 2867 55th Street South); approval recommended by the Planning Commission on 10/3/17.
 - d. Timber Creek Eighth Addition (5050 Timber Parkway South and 5131 Prosperity Way South); approval recommended by the Planning Commission on 1/4/18:
 1. Zoning Change to repeal and re-establish a C-O, Conditional Overlay, on Lots 1 and 2, Block 1.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Timber Creek Eighth Addition.
 - e. Application filed by JGB LLC d/b/a Kilstone Brewing for a Class "C" Alcoholic Beverage License at 222 Broadway North.
 - f. CONTINUE to 5/21/18 – Transfer of a Class "FA" Alcoholic Beverage License from Anderson Franchise Investment d/b/a Perla's Fresh Mexican to North Star Hospitality LLC d/b/a 47 Degrees North at 4281 45th Street South.
 - g. Transfer of a Class "GH" Alcoholic Beverage License from Leela Thai Cuisine d/b/a Leela Thai Cuisine to Maya Thai LLC d/b/a Leela Thai Cuisine LLC at 1450 25th Street South.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

21

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 25-1504.3, OF ARTICLE 25-
15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING
TO ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1504.3 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is
hereby amended to read as follows:

Mandatory Meeting.--In addition to the requirements of Articles 25-1504, 25-1504.1
and 25-1504.2, the licensee, through its owner or manager, shall attend an alcohol
license renewal meeting conducted by the city as part of the license renewal process.
City will schedule sufficient one-hour meetings prior to the renewal date to
accommodate licensees. Failure to attend the regularly scheduled meeting without
good cause and prior notice to the city auditor, in the city auditor's discretion, shall
result in the licensee incurring a \$500 monetary fee, and required attendance at a
subsequent meeting to be held following the next regularly scheduled Liquor Control
Board meeting. If license fails to attend the subsequent meeting, licensee shall be
assessed an additional monetary fee of \$500. Licensee shall then be afforded the

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

opportunity to view a recording of one of the foregoing meetings, in advance of the license renewal date. Failure to timely comply with all mandatory meeting requirements shall result in non-renewal.

Section 2. Effective Date.

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

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



(2)

Office of the City Attorney

City Attorney
Erik R. JohnsonAssistant City Attorney
Nancy J. Morris

April 19, 2018

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

RE: Easements on Roberts Ramp property to allow construction of "Dillard Building"

Dear Commissioners:

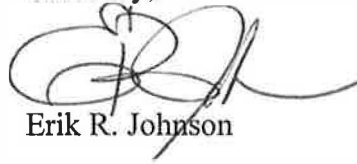
Enclosed for your review and approval are a Building Encroachment Easement Agreement and a First Amendment to Easement Agreement. As you may know, the Kilbourne Group is constructing a multi-use building on property known as the Dillard property which is to be located immediately north of the newly-built Roberts Commons parking ramp located in the 200 block of Roberts Street North. Previously, in December 2017, the City Commission granted an easement for the benefit of the Dillard property that would allow apartment occupants to have direct access to the Roberts Commons parking ramp by way of connections, separated by appropriate doors, between the Dillard building and the parking ramp. The easement amendment moves one connection location and adds another. As the project has developed, it became apparent that because of code requirements and fire-separation requirements, another easement was necessary for the benefit of the Dillard property. One purpose of the new easement is to permit one or more small mechanical ventilation openings. Another purpose is to treat the precast parking garage wall and the southerly wall of the Dillard Property as "party wall" in accordance with the International Building Code (§706.1.1). In order to accomplish this, it will be necessary for the City to grant an encroachment easement for the benefit of the Dillard property. As part of these arrangements, construction elements must include appropriate three-hour and two-hour ratings to be achieved. These rather technical code requirements have been reviewed by Inspections and Inspections has signed off on them. The enclosed instruments will memorialize the relationship between the Roberts Commons parking ramp property and the Dillard property. Your approval is recommended.

SUGGESTED MOTION: I move to approve the First Amendment to Easement Agreement and the Building Encroachment Easement Agreement pertaining to Roberts



Commons parking ramp and Dillard property to the north thereof, as presented.

Sincerely,

A handwritten signature in black ink, appearing to be 'ERJ', with a long horizontal flourish extending to the right.

Erik R. Johnson

ERJ/lmw

cc: Bruce Taralson, Building Inspections
Dan Bueide, Attorney for DFI Dillard

Enclosures

BUILDING ENCROACHMENT EASEMENT AGREEMENT

THIS BUILDING ENCROACHMENT EASEMENT AGREEMENT (the "Agreement") is entered into and effective as of the ____ day of _____, 2018 (the "Effective Date"), by and between City of Fargo, a North Dakota municipal corporation ("City"), whose address is 200 North 3rd Street, Fargo, ND 58102, and DFI Dillard LLC, a North Dakota limited liability partnership ("Dillard"), whose address is 210 Broadway, Suite 300, Fargo, ND 58102.

RECITALS

A. City owns Unit 2 of Roberts Commons Condominium, a condominium created pursuant to Declaration Establishing a Plan of Condominium Ownership recorded as Document No. 1523132, and erected upon LOTS 9 THROUGH 12, BLOCK 3, ROBERTS' ADDITION, SAID PLAT IS ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA AND THAT PART OF LOT 8, SAID BLOCK 3, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 09 DEGREES 42 MINUTES 09 SECONDS EAST, ASSUMED BEARING, ALONG THE WEST LINE OF SAID LOT 8 FOR A DISTANCE OF 30.82 FEET; THENCE NORTH 87 DEGREES 03 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 160.26 FEET TO THE EAST LINE OF SAID LOT 8; THENCE SOUTH 03 DEGREES 02 MINUTES 23 SECONDS EAST ALONG SAID EAST LINE FOR A DISTANCE OF 30.32 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 87 DEGREES 08 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 8 FOR A DISTANCE OF 167.06 FEET TO THE POINT OF BEGINNING.

B. Said Declaration shall be referred to as the "Declaration" and said Unit 2 shall be referred to as the "Garage Unit".

C. Dillard owns certain real estate lying contiguous to and North of the Garage Unit, and more particularly described in attached Exhibit A (the "Dillard Property").

D. Dillard wishes to construct a building located primarily on the Dillard Property, but which building will encroach slightly upon the Garage Unit, and City is willing to grant such easement, subject to all terms and conditions contained in this Agreement.

AGREEMENTS

Unit, and if any arise, Dillard shall undertake such actions as are necessary to cause the same to be fully discharged within 15 days after notice by the owner of the Garage Unit.

6. Insurance. With respect to the Easement Areas, Dillard shall keep in full force and effect, at its expense, a policy or policies of insurance with companies licensed to do business in North Dakota and reasonably acceptable to the owner of the Garage Unit with the following coverages: (1) public liability and property damage insurance and automobile liability insurance with respect to the Easement Areas and the business of Dillard, with a minimum coverage of \$2,000,000 per occurrence and not less than \$4,000,000 annual aggregate for this location; (2) if the nature of Dillard's operation is such as to place any or all of its employees under the coverage of Workers' Compensation or similar statutes, Dillard shall also keep in force, at its expense, Workers' Compensation or similar insurance affording statutory coverage and containing statutory limits; (3) any other special insurance coverages associated with Dillard's use of the Easement Areas and reasonably requested by the owner of the Garage units; and (4) insurance for fire and extended coverage, insuring for the full replacement cost, the Wall. Such policies, where applicable and to the maximum extent possible, shall name the owner of the Garage Unit as an additional insured. Upon such owner's written request, Dillard shall furnish certificates evidencing any such insurance required of Dillard is in effect and, if available, stating that such owner shall be notified in writing 10 days prior to cancellation, material change or nonrenewal of insurance. Dillard shall carry additional coverages and/or increased coverage limits, in amounts as the owner of the Garage Unit may reasonably request from time to time.

7. Governmental Regulations. Dillard shall, at Dillard's sole cost and expense, comply with and faithfully observe all statutes, ordinances, rules, regulations, orders, laws and the like of all local, state and Federal and other applicable governmental authorities, present or future, having jurisdiction over the Wall and related to exercising its rights under this Agreement.

8. Indemnification. Dillard shall indemnify, defend, and hold harmless the owner of the Garage Unit and its officers, agents, representatives, employees, contractors, guests and the like (collectively, the "Indemnified Parties") from and against any claims, liens, liabilities, lawsuits, costs, expenses, damages and/or the like (including reasonable attorneys' fees) (collectively, "Claims") including, but not limited to, Claims for personal injury, wrongful death or property damage, resulting from, arising out of, or in any way related to exercising its rights as to the Easement Areas. Without limiting the foregoing, Dillard shall indemnify, defend, and hold harmless the Indemnified Parties from and against all violations of Environmental Laws resulting from, arising out of, or in any way related to exercising its rights as to the Easement Areas.

9. Scope/Binding Effect. The rights and obligations herein provided shall inure to the benefit of and be binding upon the parties hereto, their successors, assigns, heirs, and legal representatives, and shall run with, benefit and burden the Garage Unit and the Dillard Property.

10. Waiver. No waiver of any breach of the easements or of any rights, obligations, covenants, and/or provisions herein contained shall be construed as, or constitute, a waiver of any

**CITY OF FARGO,
a North Dakota municipal corporation**

By: _____

Timothy J. Mahoney

Its: _____

Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND

CONSENT

If and to the extent necessary pursuant to the Declaration, the undersigned hereby consents to this Agreement.

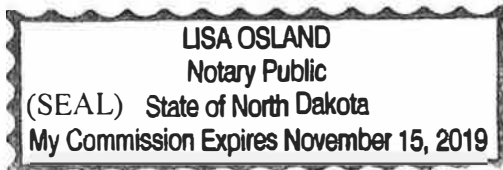
Dated as of the Effective Date.

**ROBERTS COMMONS CONDOMINIUM
ASSOCIATION, an unincorporated association**

By: 
Mike Allmendinger
Its: ~~Vice~~ President

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

The foregoing instrument was acknowledged before me this 18th day of April, 2018,
by Mike Allmendinger, the Vice President of Roberts Commons Condominium Association, an
unincorporated association, on behalf of the association.




Notary Public

CONSENT TO AGREEMENT BY MORTGAGEE

Starion Bank, whose address is Fargo Urban Plains Branch, 2754 Brandt Dr. S., Fargo, ND 58106, as Mortgagee of the Wrap Unit pursuant to that certain Construction Mortgage to DFI Roberts LLC and recorded October 16, 2017, as Doc. No. 1523134 (the "Mortgage"), and hereby consents to the Agreement to which this Consent is attached, subordinates the Mortgage to the Agreement and agrees that the Wrap Unit shall be bound by all terms and conditions of said Agreement, even if the Mortgage is foreclosed.

Dated as of the Effective Date.

STARION BANK

By: [Signature]

Its: VP

STATE OF ND

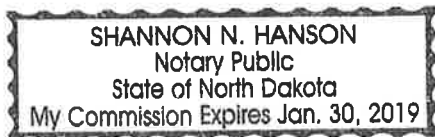
COUNTY OF Cass

)

) ss.

)

The foregoing instrument was acknowledged before me this 13th day of April, 2018, by Mike Wickham the VP of Starion Bank, a North Dakota State Bank, for and on behalf of such bank.



[Signature]
Notary Public

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (the "Amendment") is entered into and effective as of the ____ day of _____, 2018 (the "Effective Date"), by and among City of Fargo, a North Dakota municipal corporation ("City"), whose address is 200 North 3rd Street, Fargo, ND 58102, and DFI Dillard LLC, a North Dakota limited liability partnership ("Dillard"), whose address is 210 Broadway, Suite 300, Fargo, ND 58102, and DFI Kesler LLC, a North Dakota limited liability partnership ("Kesler"), whose address is 210 Broadway, Suite 300, Fargo, ND 58102 .

RECITALS

A. City owns Unit 2 of Roberts Commons Condominium, a condominium created pursuant to Declaration Establishing a Plan of Condominium Ownership recorded as Document No. 1523132, and erected upon LOTS 9 THROUGH 12, BLOCK 3, ROBERTS' ADDITION, SAID PLAT IS ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA AND THAT PART OF LOT 8, SAID BLOCK 3, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 09 DEGREES 42 MINUTES 09 SECONDS EAST, ASSUMED BEARING, ALONG THE WEST LINE OF SAID LOT 8 FOR A DISTANCE OF 30.82 FEET; THENCE NORTH 87 DEGREES 03 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 160.26 FEET TO THE EAST LINE OF SAID LOT 8; THENCE SOUTH 03 DEGREES 02 MINUTES 23 SECONDS EAST ALONG SAID EAST LINE FOR A DISTANCE OF 30.32 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 87 DEGREES 08 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 8 FOR A DISTANCE OF 167.06 FEET TO THE POINT OF BEGINNING.

B. Said Declaration shall be referred to as the "Declaration" and said Unit 2 shall be referred to as the "Garage Unit".

C. Dillard owns certain real estate lying contiguous to and North of the Garage Unit, and more particularly described in attached Exhibit A (the "Dillard Property").

**CITY OF FARGO,
a North Dakota municipal corporation**

By: _____
Timothy J. Mahoney
Its: Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

Notary Public

DFI Kesler LLC

By: [Signature]
Bill Rothman, Vice President

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this 18th day of April, 2018, by Bill Rothman, the Vice President of DFI Kesler LLC, a North Dakota limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public

LISA OSLAND
Notary Public
State of North Dakota
My Commission Expires November 15, 2019

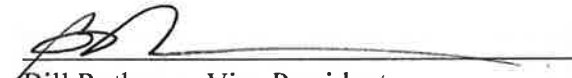
CONSENT

If and to the extent necessary pursuant to the Declaration, the undersigned hereby consents to this Agreement as the owner of the following described property (the "Wrap Unit"): Unit 1 of Roberts Commons Condominium, a condominium created pursuant to Declaration Establishing a Plan of Condominium Ownership recorded as Document No. 1523132, and erected upon LOTS 9 THROUGH 12, BLOCK 3, ROBERTS' ADDITION, SAID PLAT IS ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA AND THAT PART OF LOT 8, SAID BLOCK 3, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 09 DEGREES 42 MINUTES 09 SECONDS EAST, ASSUMED BEARING, ALONG THE WEST LINE OF SAID LOT 8 FOR A DISTANCE OF 30.82 FEET; THENCE NORTH 87 DEGREES 03 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 160.26 FEET TO THE EAST LINE OF SAID LOT 8; THENCE SOUTH 03 DEGREES 02 MINUTES 23 SECONDS EAST ALONG SAID EAST LINE FOR A DISTANCE OF 30.32 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 87 DEGREES 08 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 8 FOR A DISTANCE OF 167.06 FEET TO THE POINT OF BEGINNING.

Dated as of the Effective Date.

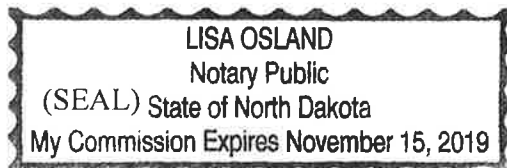
DFI ROBERTS LLC,
A North Dakota limited liability partnership

By:


 Bill Rothman, Vice President

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

The foregoing instrument was acknowledged before me this 19th day of April, 2018, by Bill Rothman, the Vice President of DFI Roberts LLC, a North Dakota limited liability company, on behalf of the limited liability company.




 Notary Public

CONSENT TO AGREEMENT BY MORTGAGEE

Starion Bank, whose address is Fargo Urban Plains Branch, 2754 Brandt Dr. S., Fargo, ND 58106, as Mortgagee of the Kesler Property pursuant to that certain Construction Mortgage to DFI Kesler LLC and recorded December 18, 2017, as Doc. No. 1527798 (the "Kesler Mortgage"), and hereby consents to the Agreement to which this Consent is attached, subordinates the Kesler Mortgage to the Agreement and agrees that the Kesler Property shall be bound by all terms and conditions of said Agreement, even if the Mortgage is foreclosed.

Dated as of the Effective Date.

STARION BANK

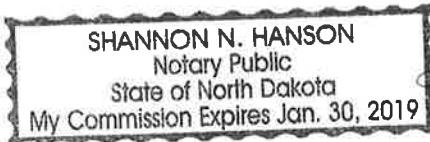
By: [Signature]

Its: VP

STATE OF ND)
COUNTY OF Cass) ss.
)

The foregoing instrument was acknowledged before me this 15th day of April, 2018, by Mike Wickham, the VP of Starion Bank, a North Dakota State Bank, for and on behalf of such bank.

(SEAL)

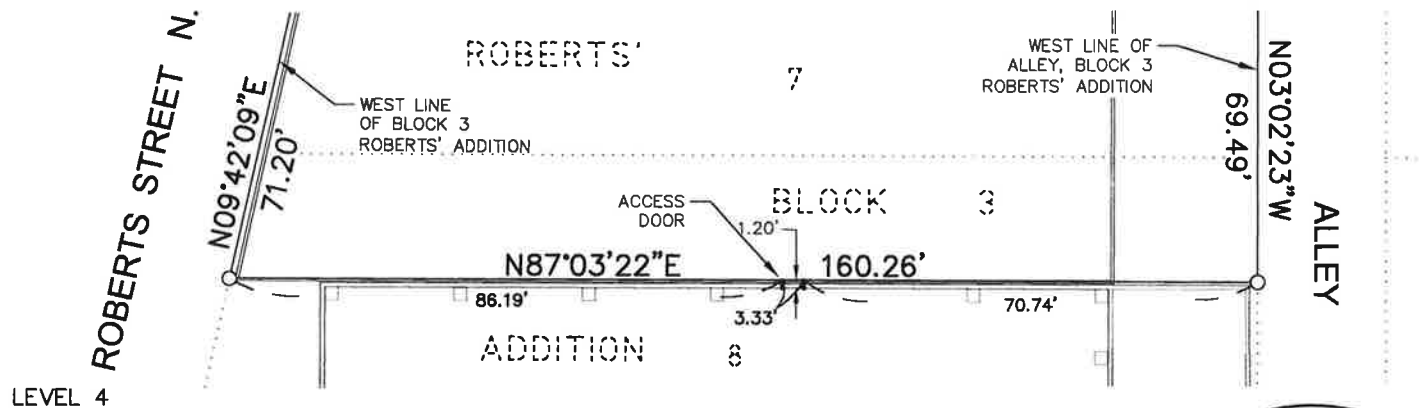
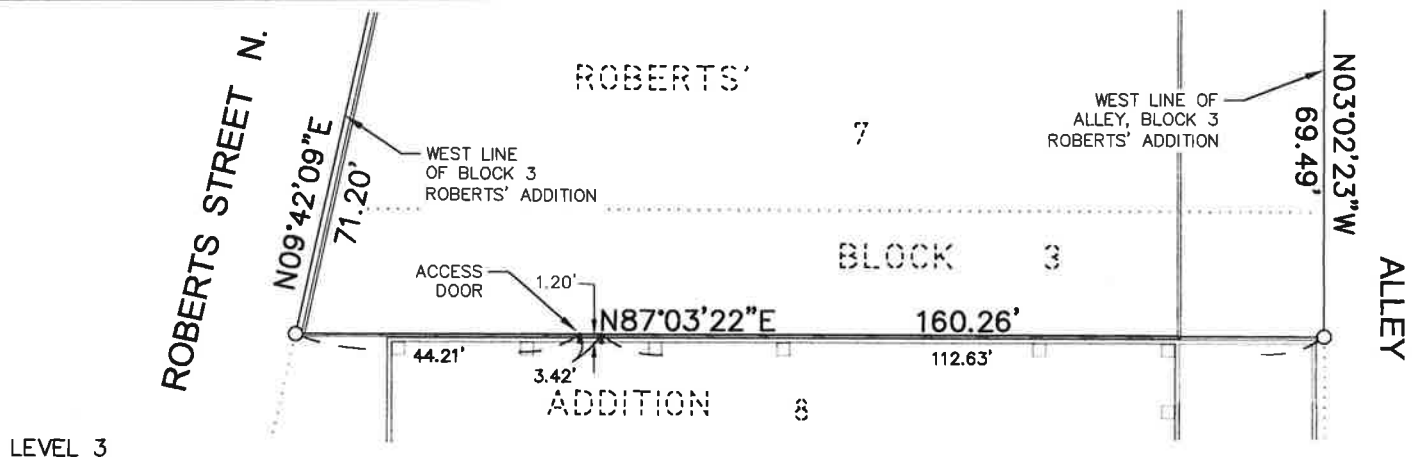
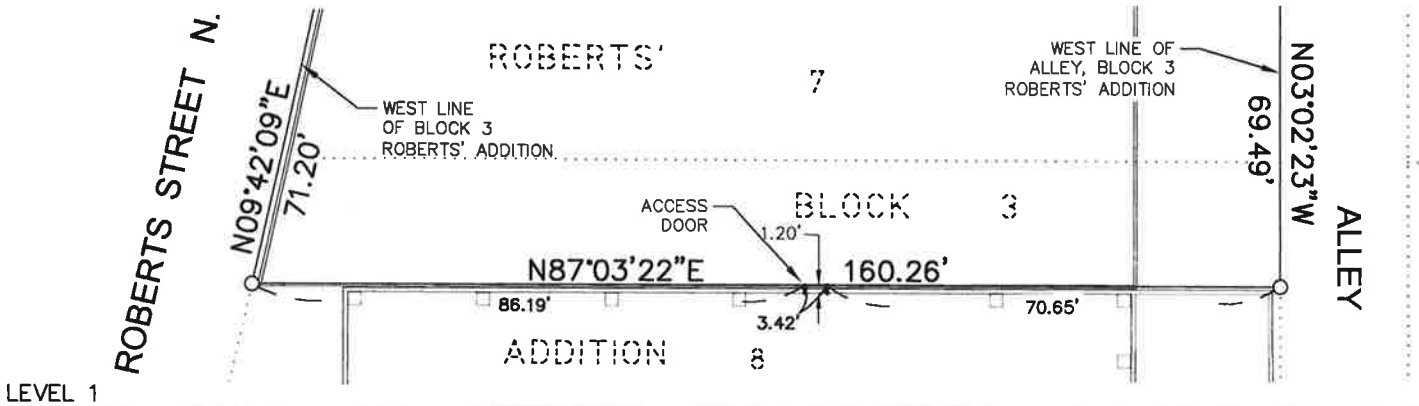


[Signature]
Notary Public

EXHIBIT B
Description of Kesler Property

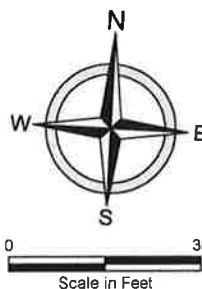
Lots "A", "B", "C", "D", "E" and "F" of Hagaman's Subdivision of Block Two, of Roberts' Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

EXHIBIT C



LEGEND

○ SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571



LEVELS 1, 3 & 4 EXHIBIT

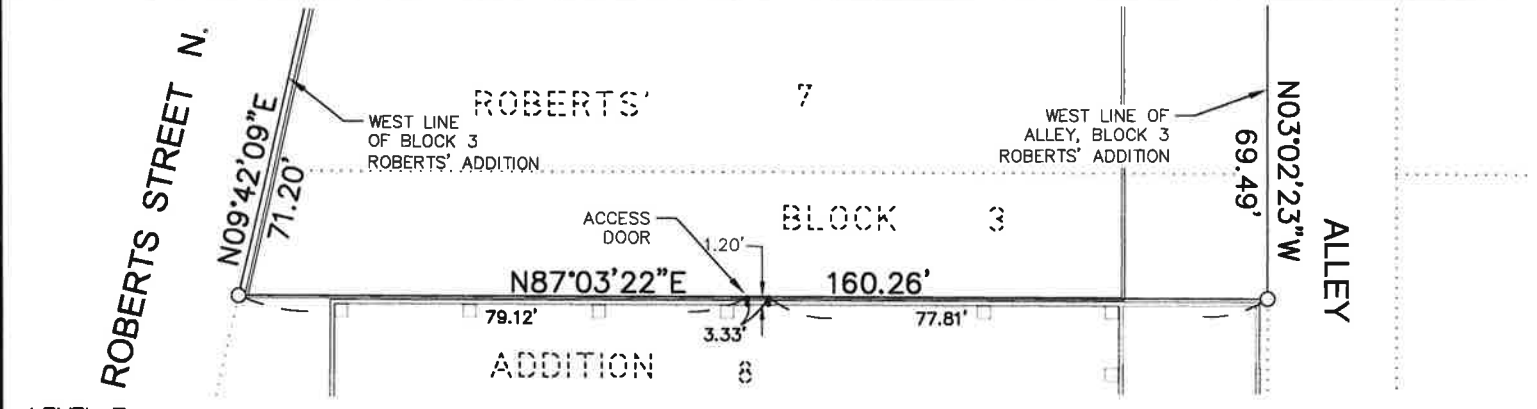
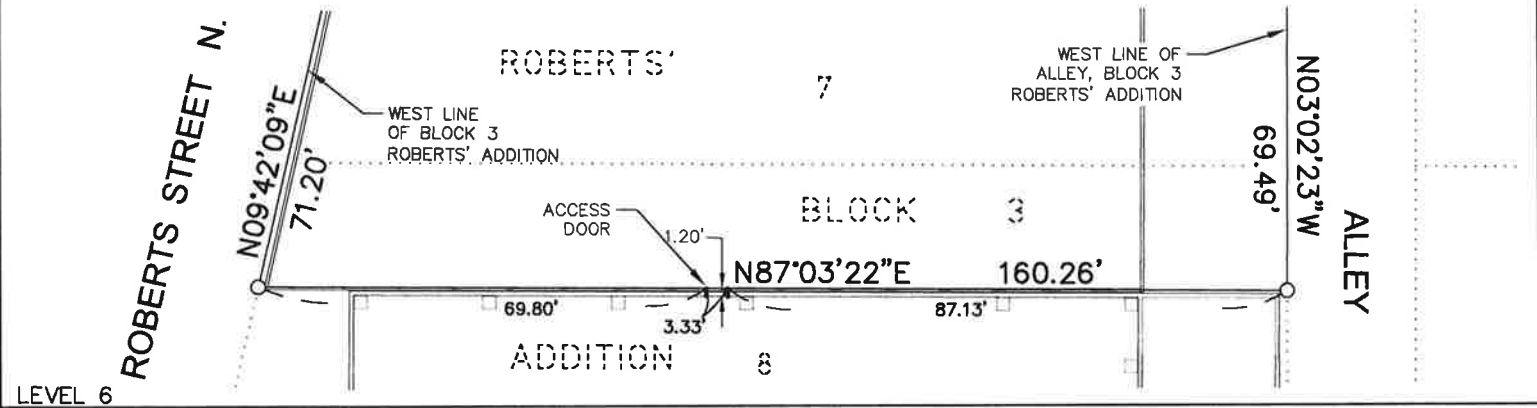
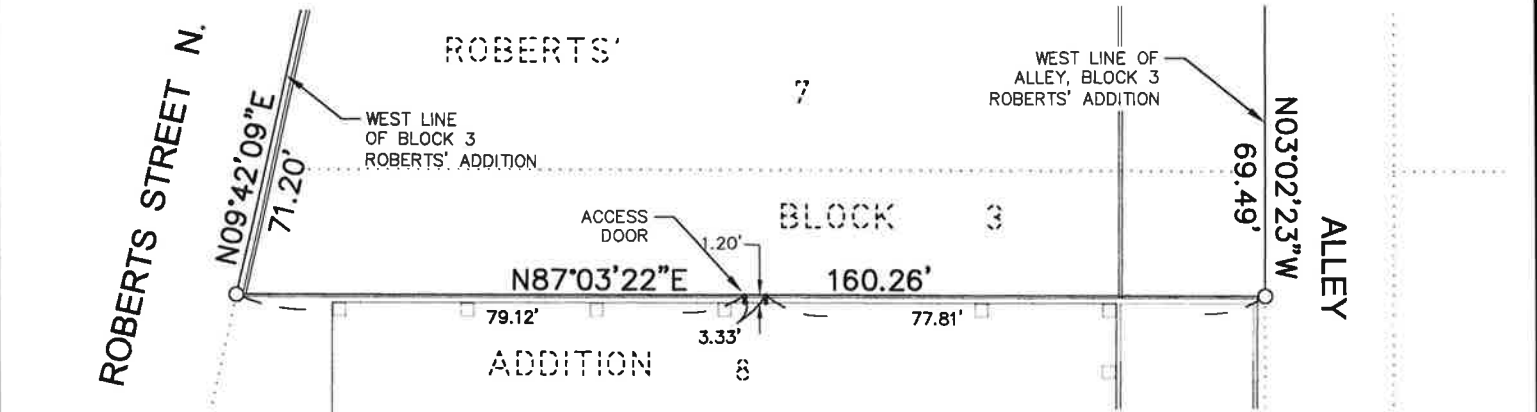
PROJECT No. 19621
DATE 10.26.17
REVISED 03.07.18

DRAFTER: MPL
REVIEWER: SWH

PAGE 1 OF 3

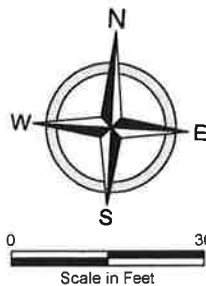


EXHIBIT C



LEGEND

○ SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571



LEVELS 5-7 EXHIBIT

PROJECT No. 19621
DATE 10.26.17
REVISED: 03.07.18

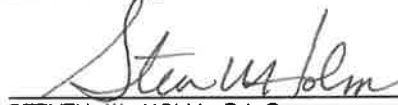
DRAFTER: MPL
REVIEWER: SWH

PAGE 2 OF 3



CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.



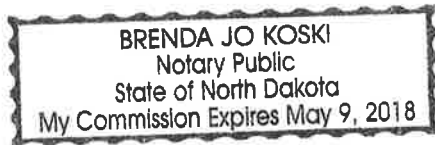
STEVEN W. HOLM, R.L.S.
N.D. LICENSE NO. LS-6571



DATE: 3-12-2018

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS 12th DAY OF March, 2018, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.




NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



3a

April 9, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 513 10 St. S as submitted by Rebecca M. & Jordan W. Green. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2016, 2017, 2018, 2019, & 2020.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$1210 with the City of Fargo's share being \$205.

Sincerely,

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

Ben Hushka
City Assessor

hah
attachment

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

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

Property Identification

1. Name of Property Owner	Rebecca and Jordan Green		Phone No.	218-779-8785
2. Address of Property	513 10 ST S			
City	FARGO	State	ND	Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.	LOT 3, BLOCK 41, KINGS SUBDIVISION, NORTHERN PACIFIC ADDITION			
4. Parcel Number	01-2140-00700-000	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/>	Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	513 10 ST S			
City	FARGO	State	ND	Zip Code 58103

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	
NEW WINDOWS, FRONT DOOR, ROOF, ADD MASTER BATH, REMODEL MASTER BED, REMODEL 2ND FL BED AND HALL, INSULATE ATTIC, UPDATE ELEC. & MECH	
7. Building Permit No.	BL20172465
8. Year Built	1896
9. Date of Commencement of making the improvement	05/27/2015
10. Estimated market value of property before improvement	\$ 67,000
11. Cost of making the improvement (all labor, material and overhead)	\$ 70,000
12. Estimated market value of property after improvement	\$ 170,000

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature	Date 4/9/18

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> met the qualifications for exemption for the following reason(s):	
5 YEARS FOR QUALIFYING WORK	
Assessor's Signature	Date 4/10/18

Action of Governing Body

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



3b

April 16, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 915 Broadway N. as submitted by Old Town LLC. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018, 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$355 with the City of Fargo's share being \$60.

Sincerely,

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

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner <u>Old Town LLC</u>	Phone No. <u>701-371-9973</u>
2. Address of Property <u>915 Broadway N</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed. <u>Lot 7 and 8, Block 1, Verxa and Franklin Addition</u>	
4. Parcel Number <u>01-4140-00050-000</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner <u>657 2 Ave N, Ste 1755, Fargo, ND 58107</u>	
City _____	State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). <u>Remodel main floor</u>	
7. Building Permit No. <u>BL20162499</u>	8. Year Built <u>1909</u>
9. Date of Commencement of making the improvement <u>12/15/16 - 9/1/17</u>	
10. Estimated market value of property before improvement	\$ <u>157,900</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>25,000</u>
12. Estimated market value of property after improvement	\$ <u>175,000</u>

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature <u>Brian Winiwiski</u>	Date <u>4/15/18</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WEAR</u>	
Assessor's Signature <u>[Signature]</u>	Date <u>4/16/18</u>

Action of Governing Body

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

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE *KAC*

RE: FINANCIAL STATUS REPORT FOR MAJOR OPERATING FUNDS FOR QUARTER ENDING MARCH 31, 2018

DATE: APRIL 10, 2018

The Finance Department is presenting the first quarter financial status report covering our major operating funds. This report covers year to date activity through March 31, 2017

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

Suggested Motion:

Approve the financial status report for the first quarter of FY 2018 for all major operating funds.

CITY OF FARGO, NORTH DAKOTA
FINANCIAL STATUS REPORT
BUDGET TO ACTUAL FOR QUARTER ENDING MARCH 31, 2018 (Unaudited)

REVENUES:	Budget	Actual	Variance	Variance Percentage	Notes
General Fund	\$ 35,222,000	\$ 34,725,000	\$ (497,000)	-1.4%	
Enterprise Funds:					
Water	4,256,000	4,131,000	(125,000)	-2.9%	
Solid Waste	3,369,000	3,083,000	(286,000)	-8.5%	
Wastewater	2,506,000	2,458,000	(48,000)	-1.9%	
Forestry	415,000	460,000	45,000	10.8%	
Street Lighting	436,000	481,000	45,000	10.3%	
Storm Sewer	406,000	359,000	(47,000)	-11.6%	(1)
Vector Control	154,000	156,000	2,000	1.3%	
Total Enterprise Funds	11,542,000	11,128,000	(414,000)	-3.6%	
Total Operating Funds	\$ 46,764,000	\$ 45,853,000	\$ (911,000)	-1.9%	

Reporting Basis: Original Budget

EXPENDITURES:	Budget	Actual	Variance	Variance Percentage	%
General Fund	\$ 28,521,000	\$ 27,040,000	\$ 1,481,000	5.2%	
Enterprise Funds:					
Water	7,923,000	5,901,000	2,022,000	25.5%	
Solid Waste	4,836,000	2,774,000	2,062,000	42.6%	(2)
Wastewater	5,282,000	4,847,000	435,000	8.2%	
Forestry	586,000	481,000	105,000	17.9%	
Street Lighting	696,000	562,000	134,000	19.3%	
Storm Sewer	537,000	717,000	(180,000)	-33.5%	
Vector Control	694,000	591,000	103,000	14.8%	
Total Enterprise Funds	20,554,000	15,873,000	4,681,000	22.8%	
Total Operating Funds	\$ 49,075,000	\$ 42,913,000	\$ 6,162,000	12.6%	

Reporting Basis: Original Budget

- (1) Storm Sewer rate modifications not approved as of this date
(2) Capital outlay budget not seasonally adjusted

(5)

CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH MARCH 31, 2018
(UNAUDITED)


	2018 BUDGET	2018 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 23,061,578	\$ 23,199,365	\$ 137,787
Licenses & Permits	716,485	815,711	99,226
Fines & Traffic Tickets	439,120	366,453	(72,667)
Intergovernmental Revenue	1,829,983	1,643,173	(186,810)
Charges for Services	2,553,579	2,035,872	(517,707)
Interest	1,184,689	1,617,882	433,193
Miscellaneous Revenue	234,390	191,618	(42,772)
Transfers In	5,202,994	4,854,500	(348,494)
Total Revenues	\$ 35,222,818	\$ 34,724,574	\$ (498,244)
EXPENDITURES:			
City Administrator	\$ 1,922,920	\$ 2,041,441	\$ (118,521)
Finance	1,893,030	1,575,528	317,502
Planning & Development	894,229	815,285	78,944
Transit	1,644,148	1,581,688	62,460
Public Works	3,922,008	4,146,715	(224,707)
Fire Department	3,640,771	3,590,750	50,021
Police	5,554,420	5,404,297	150,123
Health	2,637,218	2,598,488	38,730
Library	1,073,359	1,080,648	(7,289)
Commission	167,777	165,650	2,127
Civic Center	131,695	102,837	28,858
Social Services	358,400	318,860	39,540
Capital Outlay	447,447	197,880	249,567
Vehicle Replacement/IT	909,861	238,389	671,472
Contingency	247,417	233	247,184
Transfers Out	3,076,151	3,180,863	(104,712)
Total Expenditures	\$ 28,520,851	\$ 27,039,552	\$ 1,481,299
Excess of Revenue Over (Under) Expenditures	\$ 6,701,967	\$ 7,685,022	\$ 983,055



MEMORANDUM

DATE: April 19, 2018

TO: City Commission

FROM: Nicole Crutchfield, Planning Director 

RE: Lake Agassiz Habitat for Humanity – 2018 build in Fargo

In 2015, the City purchased the property located at 810 12th Avenue North through Neighborhood Stabilization Program (NSP) funding. The property contained a blighted and foreclosed 3-unit rental, which has been demolished. The property is vacant and abandoned in the Roosevelt/NDSU area. It was acquired with the intention of creating a new affordable homeownership opportunity in the neighborhood.

This property is a good candidate for the next Habitat for Humanity home in Fargo. The local Habitat affiliate is proposing to make it the site of a nice affordable, single-family two-story residence. The proposal is for the City to sell the property at 810 12th Avenue North to Lake Agassiz Habitat for Humanity for the value of the land at \$16,300, subject to any liens that may still exist on the lot.

Recommended Action: Approve the sale of 810 12th Avenue North to Lake Agassiz Habitat for Humanity for \$16,300.



(79)

\$25.00
3-13-18
CC 7114

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

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

Name of Non-profit Organization <u>River Keepers</u>	Date(s) of Activity to <u>6-11-18</u>	For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income <u>Christine Holland</u>	Title <u>Executive Director</u>	Business Phone Number <u>701.235.2895</u>	
Business Address <u>1120 28 Ave N, Ste B</u>	City <u>Fargo</u>	State <u>ND</u>	Zip Code <u>58102</u>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <u>Dix East</u>	Site Address <u>100 2nd St. S.</u>		
City <u>Fargo</u>	State <u>ND</u>	Zip Code <u>58102</u>	County <u>Cass</u>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
raffle	Kayak	\$450			
			Total: (Limit \$12,000 per year) \$ <u>450</u>		

Intended uses of gaming proceeds: Race the Red canoe and Kayak races

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

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? ☐ No ☒ Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 1375. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <u>Christine C. Holland</u>	Date <u>4-12-18</u>	Title <u>Executive Director</u>	Business Phone Number <u>701.235.2895</u>
---	------------------------	------------------------------------	--



76

✓4514
25.00 4/10/18

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

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

Name of Non-profit Organization North Dakota Cpa Society Foundation		Date(s) of Activity 5/21/2018 to 5/22/2018		For a raffle, provide drawing date(s): 5/22/2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income Mandy Harlow		Title Coordinator		Business Phone Number (701) 775-7100	
Business Address 2701 S Columbia Rd Ste D		City Grand Forks		State ND	Zip Code 58201-6218
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Holiday Inn		Site Address 3803 13th Ave S			
City Fargo		State ND	Zip Code 58103-1234	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Picnic Pack	\$100.00	Raffle	Amazon Gift Car	\$250.00
Raffle	Cozy Bag	\$75.00	Raffle	Gift Basket	\$100.00
Raffle	Gift Card & Mug	\$75.00	Raffle	Games/Software	\$100.00
Raffle	Hotel & Pool Par	\$230.00			
Raffle	Bag & Package	\$200.00			
Raffle	Golf Putter	\$180.00			
Raffle	Golf Bag	\$125.00			
Raffle	Musical Tickets	\$95.00			
Raffle	Insta Pot, etc	\$150.00			
Total:					(Limit \$12,000 per year) \$ 1,680.00

Intended uses of gaming proceeds: All proceeds go to fund scholarships to local students take the CPA Exam

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

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? ☐ No ☒ Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 1,275.00. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official 	Date 4/5/2018	Title Coordinator	Business Phone Number (701) 775-7100
--	-------------------------	-----------------------------	--



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

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

✓ 1072
25.00
4/11/18

Name of Non-profit Organization <i>Lewis and Clark Elementary PTA</i>	Date(s) of Activity <i>05/04/2018 to</i>	For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Benjamin Willey</i>	Title <i>President</i>	Business Phone Number <i>701-799-3665</i>	
Business Address <i>1729 16 St S</i>	City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58103</i>
Mailing Address (if different) <i>Same</i>	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <i>Lewis and Clark Elementary</i>	Site Address <i>1729 16 St S</i>		
City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58103</i>	County <i>Cass</i>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input checked="" type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<i>Bingo</i>	<i>Various Donated Prizes</i>	<i>\$1000.00</i>			
Total:			(Limit \$12,000 per year) \$ <i>1000.00</i>		

Intended uses of gaming proceeds: _____

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
--	------	-------	-----------------------

V ~~3813~~ 3813
25.00
4/16/18



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

Name of Non-profit Organization Roger Maris Charity Golf Tournament		Date(s) of Activity 6/24/18 to 6/25/18		For a raffle, provide drawing date(s): 6/25/18	
Person Responsible for the Gaming Operation and Disbursement of Net Income Joelle Shawey		Title Raffle Chair		Business Phone Number 701-893-3225	
Business Address 5600 25th St S		City Fargo		State ND	Zip Code 58104
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Rose Creek Golf Course		Site Address 1500 E Rose Creek Pkwy S			
City Fargo		State ND	Zip Code 58104	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

Game Type	Description of Prize	Retail Value of Prize
Raffle	65" TV	\$ 1,500
}	iPad Pro	\$ 1,050
	Happy Harry's wagon	\$ 500
	Golf Clubs	\$ 2,500
	Henry Golden Boy .44 Magnum	
	customized for Roger Marts Tournament	\$ 945


Game Type	Description of Prize	Retail Value of Prize
Total:		(Limit \$12,000 per year) \$ 10,095

Intended uses of gaming proceeds: Fundraiser for the Roger Maris Celebrity Golf Tournament
 beneficiaries: Shanley High School, Hospice of the Red River Valley, Roger Maris Cancer Center

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

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

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

Signature of Organization's Top Executive Official 	Date 4/16/18	Title Raffle Chairperson	Business Phone Number 701-893-3225
---	-----------------	-----------------------------	---------------------------------------



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

For a raffle, provide drawing date(s):

Dona Sabby Person Responsible for the Gaming Operation and Disbursement of Net Income		Title <i>May To 2, 2018 Registrar</i>		Business Phone Number <i>701 446 5616</i>	
Business Address <i>7150 25th St. S.</i>		City <i>Fargo</i>		State <i>ND</i> Zip Code <i>58104</i>	
Mailing Address (if different)		City		State Zip Code	
Name of Site Where Game(s) will be Conducted <i>Same Dawies</i>		Site Address			
City <i>7150 25 St. S Fgv</i>		State Zip Code County			
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels					

[illegible]

(Limit \$12,000 per year)

Total \$

Intended uses of gaming proceeds: Medical expenses for our head Custodian, Doug Hansen

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

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

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

Donna Sabby	4/18/2018	Registrar	701 446 5616
Signature of Organization's Top Executive/Official	Date	Title	Business Phone Number



MEMORANDUM

RFP18120

TO: BOARD OF CITY COMMISSIONERS
FROM: Leon Schlafmann, Emergency Services Coordinator City of Fargo
DATE: April 18, 2018
SUBJECT: BID AWARD TO MIDSTATES WIRELESS FOR OUTDOOR WARNING SIRENS

On April 13, 2018 proposals were received for three outdoor warning sirens. Only one bidder submitted a proposal for the siren projects. 2018 capital outlay allowed \$106,000.00 for the replacement of three sirens.

The results from the RFP18120 bid are as follows: (Bidding three locations)

Equipment to be installed at 6 th Ave and 16 th St. 32 nd for the cost of	\$39,963.00
Equipment to be installed at 19 th Ave and N Broadway for the cost of	\$39,963.00
Equipment to be replaced at 5 th St N and NP Ave.	\$24,299.00
Decommission old equipment for sites at 20 Ave and N Broadway, 5 Ave and N 18 th St.	\$ 3,500.00
Concrete footing removal for two sites \$24,000.00 – rejected	\$ - 0 -
Total cost of excepted Bids	\$ 107,725.00

This equipment is vendor specific and only one vendor requested bid specs with MidStates Wireless returning the only bid.

RECOMMENDED MOTION: Approve the recommendation to accept the MidStates Wireless bid to purchase and install outdoor warning sirens with a total installed price of \$107,725.00.

LS
Enclosure

Cc: Steve Dirksen
Kent Costin



SIREN Addition Project FOR CITY OF FARGO

(Dated April 2018)

Proposed – Federal Signal Alerting and Notification System

Prepared By: Jon Wiser, Vice President

**Mid States Wireless, Inc.
55 N 3rd Street
Fargo, ND 58102
(701) 293-9561
jonw@midstateswireless.com**

"Serving the Area for 70 Years"
Your Total Communications Solution Provider
55 North 3rd Street, Fargo, ND, 58102
(701)-293-9561 (800)-279-9561



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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 1 technician that are permanently assigned to Minot Air Force Base (AFB) and 1 that is permanently assigned to Grand Forks 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 a majority of 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 of 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 Wiser

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. Additionally, the City of Fargo would like to Replace two existing mechanical sirens and, install a new siren that are capable of two-way control/monitoring. The purpose of the project is to replace the two outdated sirens, and install a new siren.

Equipment Installed at 4th ave and 16th st (new site) (\$39,963.00)

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

POLE-GV-AB 40' hot dipped galvanized pole

DCM0075 Large sealed batteries

Equipment Installed at 19th ave and N Broadway (\$39,963.00)

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

POLE-GV-AB 40' hot dipped galvanized pole

DCM0075 Large sealed batteries

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Equipment Removed and decommissioned 5th ave & 18th st (\$3500.00)

Remove existing Whelen siren , Pole and electrical

Equipment removed /Re-install new 5th st n & NP Ave (\$24,299.00)

**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

Removal of old Concrete footing at 5th ave & 18th st N (\$12,000.00)

Removal of old Concrete footing at 20th ave Nbroadway (\$12,000.00)

SECTION 3.1 EQUIPMENT PRICING

**TOTAL PRICE INCLUDING EQUIPMENT, INSTALLATION OF ALL EQUIPMENT, ELECTRICAL,TWO CONCRETE FOUNDATIONS
Testing and removal of old footings**

\$131,725.00 (one hundred thirty one thousand seven hundred and twenty five dollars.)

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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 prior to October 1, 2018.

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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.

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WARRANTY

This warranty begins July 1st 2018 (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 308 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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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

MIDST01

OP ID: K1

DATE (MM/DD/YYYY)
06/15/2017

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

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

PRODUCER:
Insure Forward, Inc. - Fop
1202 28th St. S. PO Box 7070
Fargo, ND 58106-7070
Amy Weinger

CONTACT NAME: Kim Rogan
PHONE: 701-293-9560 FAX: 701-293-3338
E-MAIL: kim.rogan@insureforward.com

INSURER(S) PROVIDING COVERAGE	NAIC #
INSURER A: Harleysville Insurance Company	23787
INSURER B: Acuity Insurance	14184
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED:
Mid-States Wireless, Inc.
Jim Borthem Enterprises, Inc.
Borthem Family LP
55 North 3rd Street
Fargo, ND 58102

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COV	TYPE OF INSURANCE	ACORD FORM NO. & REV.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIR. DATE (MM/DD/YYYY)	LIMITS
1	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIM-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> RET. <input type="checkbox"/> LOC OTHER:		MPA00000027008N	04/06/2017	04/06/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE INCURRED (per occurrence) \$ 100,000 MED EXP (per occurrence) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG \$ 2,000,000
2	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA00000027008N	04/06/2017	04/06/2018	COMBINED SINGLE LIMIT (per accident) \$ 1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$
3	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB CLAIM-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> LOC <input checked="" type="checkbox"/> RETENTION \$ 0		CM000000027007N	04/06/2017	04/06/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
4	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER PARTNER EXCLUDED OFFICER/MEMBER EXCLUDED (mandatory in ND) (Type, location and description of operations below)	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> N/A	K70663 MN	06/17/2017	06/17/2018	<input checked="" type="checkbox"/> PER STATUTE \$ EACH ACCIDENT \$ 100,000 \$ DISABILITY - EA EMPLOYED \$ 100,000 \$ DISABILITY - POLICY LIMIT \$ 500,000
5	<input checked="" type="checkbox"/> NO STOP GAP <input checked="" type="checkbox"/> Equipment Floater		MPA00000027008N MPA00000027008A	04/06/2017 04/06/2017	04/06/2018 04/06/2018	Limit \$ 1,000,000 Limit \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FAEMF01

Fargo Emergency Management
4630 15th Ave N
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

Kim Rogan

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ACORD 25 (2014/01)

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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:

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:	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:¹ -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

HOW TO ORDER

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

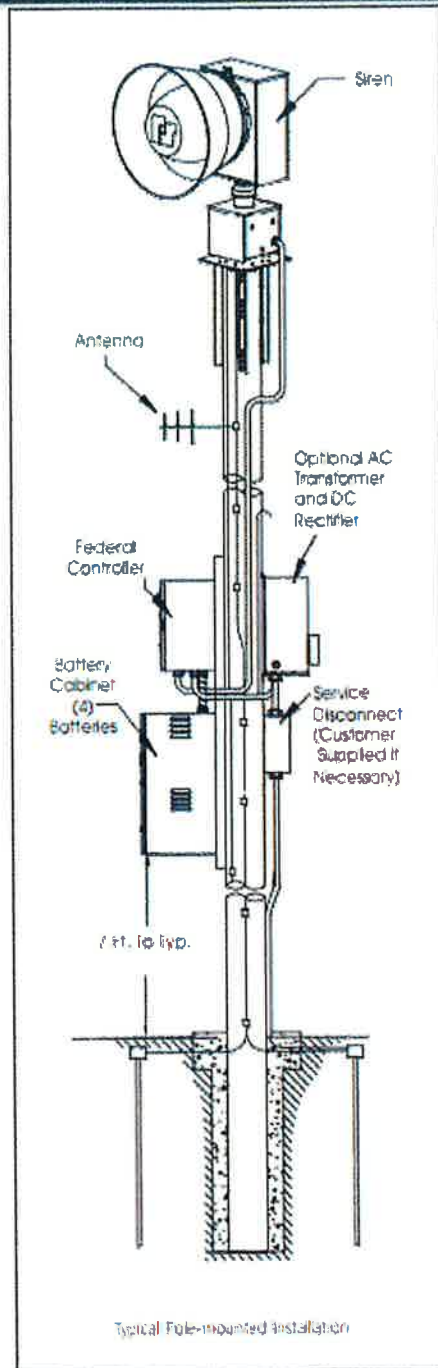
¹ Contact Federal Signal for powering options.

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°F or higher.

⁴ Batteries not included.

⁵ See product page for additional information.



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(701)-293-9561 (800)-279-9561

MidStates

Wireless



FEDERAL SIGNAL



► 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

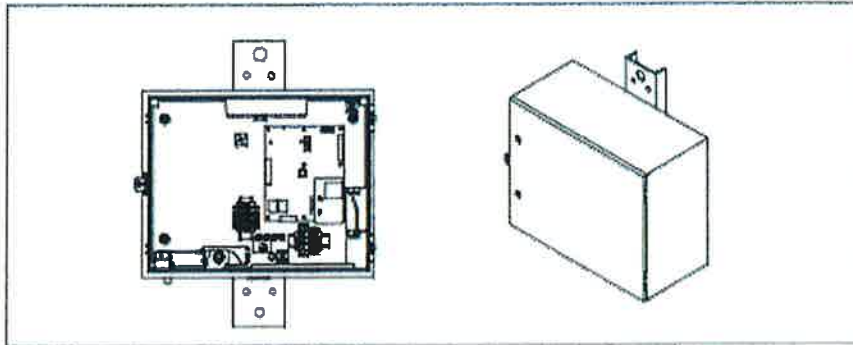
- Two-way control and status monitoring
- Six remote sensor inputs
- Interface with PA systems, voice capable fire alarm systems and telephone alerting systems
- Programmable codes and timing
- Push buttons for local activation
- Built-in tone generator for local tones or public address features
- Internal 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,
 w/ 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, B, 1

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

Signaling Format:
 AFSK 1200 baud, MSK (Minimum Key Shift) modem type,
 Usable decode sensitivity: 10db(C) SINAD (Min.)

DTMF: 3-12 standard DTMF characters

4 relay outputs: SPST

Control 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:
 60.5" 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
Q20000788	12VDC Charger
155193A	12VDC Battery
Q20052638	PC & Control Board

© Vertex is a registered trademark of Vertex. All other names, etc.

HOW TO ORDER

Specify Model:	Part Number
Description	
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, 508 and Eclipse

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

*Broadband radio and SmartVing software sold separately.

OPTIONAL ACCESSORIES

Description	Part Number
Federal Commander Digital Software	SFCWARE
(See literature for details)	
Two-way DTMF Programming	ES-PROG-DTMF
Private line tone and digital coded squish encoder and decoder	S-PL1
Encoder and decoder (low)	FS-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 wire motor type and number	
Single motor AC current sensor	SK-SM1
Three motor AC current sensor	SK-3M1
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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REPORT OF ACTION

(9)

CONSULTANT SELECTION COMMITTEE

PUBLIC INFORMATION COORDINATOR SERVICES

Date of Hearing: April 19, 2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/23/2018</u>
Consultant File	<u> </u>
Project File	<u> X </u>
Petitioners	<u> </u>
Selection Committee	<u> X </u>

Proposals Received for:

<u>Project</u>	<u>Location</u>
MS-18-F0	Public Information Coordinator Services – Citywide for 2018 Construction Season

The City solicited proposals for Public Information Coordinator (PIC) services. The selected consultant will manage specific aspects of public information coordination services pertaining to six (6) projects within Fargo, as well as the Downtown Street Fair. Projects may be added or deleted based on funding availability, needs and funding requirements. The six (6) projects are as follows:

- 1) The existing project on 19th Avenue N from I-29 to 57th Street, which includes 45th Street from 16th to 19th Avenues N.
- 2) Finishing up the existing concrete spot repair project at the intersection of 13th Avenue S & 25th Street, as well as a new concrete spot repair project on 25th Street between 2nd Avenue S & 13th Avenue S.
- 3) Finishing up the existing Roberts Alley reconstruction project, as well as the planned street reconstruction project on Roberts Street, both located between 2nd Avenue N and 4th Avenue N.
- 4) A street reconstruction project to be bid in May, on 4th Street, between 2nd Street S (the YMCA driveway) and 13th Avenue S.
- 5) A new project on 12th Avenue N over the Red River, which will close and detour it for a few months. The purpose of the project is to complete repairs to a number of joints that need maintenance.
- 6) A new project on Great Northern Drive, from 25th Street to 18th Street, which calls for complete street reconstruction.

Note: There are three (3) larger projects that are already under contract for PIC Services either through us or the NDDOT and they are as follows: 13th Avenue S from 45th Street to 9th Street in West Fargo, 10th Street from 4th Avenue N to 12th Avenue N, and S University from Oak Manor to 17th Avenue S.

The budget for this project was estimated at \$50,000.

A Proposal was received from the following consultant:

Flint Communications, Inc.

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

<u>Criteria</u>	<u>Points</u>
1. Understanding of the Project	10
2. Creativity	20
3. Management Plan for the Project	20
4. Experience and Qualifications	25
5. Cost Proposal	<u>25</u>
	100

The Selection Committee consisted of:

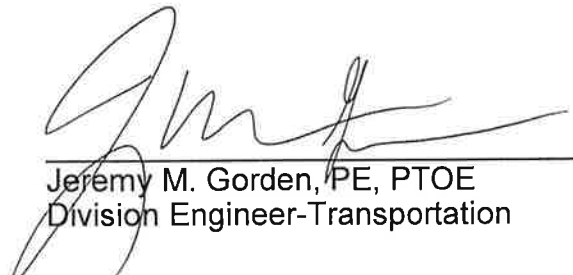
Brenda Derrig, Division Engineer – Engineering Services
Jeremy Gorden, Division Engineer – Transportation
Tom Knakmuhs, Division Engineer – Construction

Following review of the proposals, the Selection Committee ranked the firms for selection of the preferred consultants. The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected the following as the preferred consultant for the project:

Flint Communications, Inc.	Contract Cost	\$49,500
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RECOMMENDED MOTION:

Concur with consultant selection and recommend contract award for consulting services to Flint Communications, Inc.



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

Attachment

C: Flint Communications, Inc.



City of Fargo PIC RFP



Public Information Coordinator Services
Project No. MS-18-F0

April 13, 2018

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Introduction

Flint Communications, Inc., is the legally registered corporation for Flint Group. There is an established office location in Fargo, where this project work will be managed and implemented.

Flint Group is majority owned by Roger Reiersen, CEO. All staff members participate in ownership through an employee stock ownership plan. Eide Bailly, LLP, serves as our accounting firm: 4210 17th Avenue South, Fargo, ND 58203; 701.239.8500.

STATEMENT OF RESPONSIBLE AGENT

We have thoroughly reviewed your RFP for City of Fargo Public Information Coordinator (PIC) Services (MS-18-FO) and will gladly comply with all provisions set forth in the RFP.

The designated timeline to begin work on May 8 is fully compatible with our work schedule. The Flint Group team is ready to begin work immediately.

This proposal is respectfully submitted by the senior vice president, who is authorized to legally bind Flint Group to the terms and conditions described herein.



Kimberly* Wold Janke

SVP of Client Services, Flint Group

CONFLICTS OF INTEREST

We are aware of no conflicts of interest within this potential partnership and submit this proposal with the intention of fulfilling all elements as stated in the RFP.

SUBCONTRACTORS

Flint Group can complete all the deliverables in-house and will not need to use subcontractors for this project.

CONTRACT TERMS & CONDITIONS

We understand and will comply with all the contract terms and conditions set forth in the RFP. We are open to contract negotiations after final evaluation and will respond in a timely manner. We have no objections to signing a nondisclosure agreement (all Flint staff signs this agreement upon hiring) or to the agreement for engineering services or the City of Fargo instructions to offerers of professional services or issues with the compliance to North Dakota open records laws.

CONTACT INFORMATION

Company Name	Flint Group
Contact for this Proposal	Chris Hagen chris.hagen@flint-group.com cc: Melissa Reichert melissa.reichert@flint-group.com
Physical & Mailing Address	101 10th Street North Fargo, ND 58102
Telephone	701-237-4850 or 800-747-4851
Fax	701-234-9680
Federal Tax ID	45-0216764
Incorporated	1946



Understanding of the Project

Flint Group has assembled a diverse and highly experienced Public Information Coordinator (PIC) team to support the multiple projects planned for construction in 2018 in the City of Fargo.

As PIC we worked on five of the seven projects listed under the scope of work last construction season and are well versed on the audiences, frequent questions and unique communications needs for each project.

Our goal is to inform the multiple audiences about the status of work and expected impacts including any closures (the location, duration and possible detour routes) and ultimately to explain and inform the public about the engineering decisions and work plans that will support safe and accessible streets.

From early 2016 through 2017, Flint Group served as the first PIC for the City of Fargo. It is because of this experience, coupled with fulfilling the PIC role for other major construction projects throughout Fargo over the last three years, that we understand the importance of this role as well as the positive impact of community engagement.

Once the audiences are identified for each project — including businesses located in or around the work zone, residents, commuters, or visitors to the city — we develop a comprehensive communications plan identifying how to best create a two-way dialogue that both educates and informs the public about what will be planned, what is happening, why, and how they will be affected.

Most of our PIC work involves carrying out the strategies and tactics outlined in our planning, building and using multiple integrated lines of communication including but not limited to earned, social, owned and paid media. Flint Group will:

- Build positive relations with businesses and individuals most affected through innovative community relations tactics.
- Increase access to information about projects and navigation through construction zones.
- Deliver educational messages and visuals about the “why and how” of engineering decisions and the corresponding construction.
- Disseminate news and updates as both the public and the media prefer to receive them, in a way that can easily be understood and shared.
- Maintain and continue key media relationships to promote education and understanding of the challenges and factors involved in road construction.
- Identify impacted businesses, destinations and residents off the project corridors and develop communication that supports “word of mouth” awareness.



SPECIFIC TASKS AND REQUIREMENTS

Flint Group would like the opportunity to continue to serve as the PIC for the City of Fargo. To carry out the requirement of this contract, our team will work with the district engineer to develop a comprehensive communications plan encompassing each slated project that identifies both strategies and tactics that will make it easy for the public to keep informed about the status of work, delays or detours, as well as understand both the project design and the complex engineering decisions that are part of each project.

We will deliver public relations and communication services that include, at a minimum:

- Writing and distribution of project updates, news releases and media advisories
- Facilitating proactive media interviews and events, including editorial meetings, news conferences, ribbon cuttings and groundbreakings
- Providing supporting communication, key messages, fact sheets, talking points and other support for use by city engineers in face-to-face or on-air communication and community relations opportunities
- Planning and support of the staffing of a community engagement opportunity, like Downtown Street Fair or appropriate event for our 2018 stakeholders
- Creating shareable visuals such as maps and graphics that can be used in multiple channels
- Capturing video and photographs that support effective communication and education
- Creating and printing publications such as brochures or flyers
- Attending meetings with engineering staff and appropriate project related meetings, including construction meetings
- Advising the city engineering staff on both project and unexpected and/or crisis related situations
- Maintaining the projects assigned on Fargostreets.com
- Managing any community and online forums
- Developing content and managing social media outposts, assuming Facebook and Twitter
- Researching, developing and maintaining community distribution lists
- Developing and distributing email and/or text updates
- Equipping community influencers to easily share FargoStreets content and information



The Flint team will plan and purchase media (at a net rate, with any agency commission used to purchase additional ads) to align with the goals outlined in our communications plan. Following each media buy, all invoices are verified to assure that media placed has been delivered. If not, we require make-goods or credits.



PERTINENT CHALLENGES AND ISSUES

We identify pertinent challenges, issues and opportunities as part of our planning process. With our experience with PIC services throughout the Fargo-Moorhead metro area, we have already identified several challenges that we will address for successful communications during the 2018 contract period.

CONSISTENT CONSTRUCTION ACROSS THE METRO CAN BRING CONSTRUCTION FATIGUE TO THE COMMUNITY

- Four of the projects scheduled in 2018 impact the same communities and audiences affected in 2017, and major construction projects continue across the metro.
- Maintaining a consistent voice communicating “why, where, what you care about” to the traveling public is critical when there are so many travel impacts.
- We have successfully worked together with other communication teams, or are working as the PIC, on the other projects occurring across the community.

MULTIPLE COMMUNICATION CHANNELS NEED PROMPT RESPONSE

- With our previous PIC experience, we know the amount of questions and inquiries that come through the City of Fargo two-way channels already in place, especially email, Twitter and Facebook (timeline, events, direct messages).
- Because we sit in the engineering and contractor meetings, we can proactively answer or direct many of these questions quickly.
- With the busy schedules of key staff working on projects, we take on the responsibility of prompt response with your knowledge and approval of responses.
- We know the amount of time it takes to effectively manage these conversations, and this is a critical part of our role as PIC.
- We know how to properly access your website and social accounts.



COMMUNICATION PREFERENCES CONTINUE TO EVOLVE IN SPEED, COMPLEXITY AND OPTIONS

- We need to stay current on the preferences of our target audiences for each project zone, knowing that each will have a diverse audience with different information needs.
- That means refining the preferred methods and channels for communication, with evolving social platforms.
- Creating strong engagement starts with public buy-in.
- Creative grassroots community engagement tactics work to create early buy-in.
- Proactive media outreach at the onset of the construction season – and sometimes for each project – sets the foundation of information about that project.



Dear Neighbor:
We'll be in your neighborhood in the next couple of weeks resurfacing the streets. The work being done is essential to extend the life of the pavement.
Q: How will this affect you?
A: Not too much. Watch for no parking signs to go up in your neighborhood a couple of days before the contractor starts work. When the signs are gone, feel free to start parking on the street again.
Q: What will this cost me?
A: This year your roadway is part of the resurfacing district and in its final phase of new development. Two other red coats will be added to the roadway through 14th Avenue. The remaining applications are 100% pre-funded, and applied every eight years.
Q: How long will this last?
A: Not long, we'll be in and out of your neighborhood in a couple of days weather permitting.
Thank you for your patience.



Campaign Creative Examples

Included are overviews of three campaigns that showcase Flint's ability to creatively and effectively influence hard-to-reach target audiences. The examples we've shared are all rooted in education and information. Please refer to the enclosed USB jump drive for television and radio samples that correspond to each campaign.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION MEDIA RELATIONS SUPPORT, PROJECT BASIS

NDDOT STATE HEADQUARTERS COMMUNICATIONS DEPARTMENT

Earned and Paid Media Support, 2011 – Ongoing

On a project-by-project basis, Flint assists the NDDOT communications division with statewide specialized media buys and Fargo-based media relations support. Through our long-term, in-depth knowledge of local media options and specific programs and on-air personalities, we helped the NDDOT earn positive news coverage and create awareness for thinking about safety during winter driving conditions and throughout the construction season. We focus on getting the word out through local media outlets about road construction, snow removal, de-icing roads and other NDDOT tasks. If travelers understand the road work timelines and locations, they are more patient or find alternate routes, which leads to safer driving and a stronger image of the NDDOT.

In January 2016, Flint Group's public relations team developed and facilitated a special workshop for managers of the NDDOT. The brand ambassador workshop was woven into the NDDOT manager's meeting, and included a reference workbook with relevant messaging and tips to help identify and effectively act on opportunities in each manager's local community to represent the mission and work of the NDDOT throughout North Dakota.

SPEAK VOLUMES

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES BEHAVIORAL HEALTH DIVISION, PREVENTION OFFICE

Integrated Media Campaign Discourages Adult Binge Drinking, 2014 – 2016

THE CHALLENGE

North Dakota is ranked No. 1 in the U.S. for binge alcohol use, with 58 percent of residents between the ages of 18 and 25 reporting binge drinking. What's worse, North Dakota residents rank near the bottom of U.S. states on the perception of harm that binge drinking can do.

THE SOLUTION

Flint Group created Speak Volumes, a statewide campaign focused on adult binge drinking. In order to start the conversation about binge drinking, we first had to define what a standard drink size was. To drive home the message that one drink isn't always just one drink, our creative used several examples of popular drinks that contain more than one serving of alcohol. Our intent was to teach people to "speak in volumes" – in other words, to be aware that serving sizes vary depending on the volume of alcohol.

RESULTS

Qualitative research conducted in April 2016 showed that North Dakota adults found the creative messages to be informative and, more importantly, made them want to change their behavior in regard to alcohol consumption. In addition, Speak Volumes marketing materials received seven awards at the American Advertising Federation of North Dakota ADDY Awards in February 2016, including "Best in Show."



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION FARGO DISTRICT PUBLIC INFORMATION COORDINATION

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Integrated Communications Campaign, 2011 – 2016; re-awarded contract 2018

Since June 2011, the Flint public relations team has served as the PIC for the North Dakota Department of Transportation – Fargo District. Our responsibilities in this role include informing the public; about the status of work, delays or detours; helping explain complex engineering decisions to the public and continuing to keep the NDDOT easily accessible to the traveling public in the Fargo metro and surrounding area.

To accomplish this goal, we created a comprehensive communication plan with the primary objective of creating awareness of the resources available to keep the traveling public connected with the most up-to-date news and announcements about traffic impacts through the Fargo District. With our hard-to-reach audience, we integrate community relations, media relations and both proactive and crisis communications – encompassing paid, earned, owned and shared media. Our contract also includes tracking of engagement and awareness, both through ongoing tracking and through formal research that measures awareness against benchmarks. An example of our ongoing role can be found in the real-time updates that we distribute in multiple channels, including the NDDOT Fargo website.

Website: NDDOTFargo.com

References

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION – FARGO DISTRICT

Government agency devoted to transportation ;

Kevin Corder, PE, Assistant District Engineer

701.239.8974; kgorder@nd.gov

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION – STATEWIDE – BISMARCK, ND

Government agency devoted to transportation

Peggy Anderson, Communication Director

701.328.4322; peganderson@nd.gov

APEX ENGINEERING GROUP – FARGO, ND

Engineering professionals in water resources, civil, municipal, transportation and more

Dain L. Miller, PE (ND, MN), Vice President/COO-Principal

701.373.7982; dain.miller@apexenggroup.com



Management Plan

Since a majority of the responsibilities for the PIC services is carrying out the communications plan and specifically the public relations strategy for each project, the members of the Flint Group public relations team (Chris Hagen, Melissa Reichert and Amy Acquard) will serve as the team lead and will ultimately be held accountable for the successful delivery of each task, budget and strategy. Various specialists at Flint who work on similar communications projects will be pulled in to support the PIC contract as tactics require their expertise. We see this as the most effective use of our budget and team approach for the City of Fargo. We've outlined anticipated team members for the expected deliverables.

Deliverable	Responsibility
Draft, manage and implement comprehensive City of Fargo PIC communication plan	Kimberly Wold Janke, Chris Hagen, Melissa Reichert, Amy Acquard, Kaylyn Stroh, Jason Lotzer, Jeff Reed, Crystal Bosch, Kim Kemmer, Christine Hoper, Phil Hunt
Write press releases and provide written alerts/updates to the media and the public for assigned downtown area projects	Melissa Reichert, Amy Acquard, Chris Hagen
Advise Jeremy Gorden and Gregg Schildberger in the case of unexpected area situations, discussions on social media platforms and/or email inquiries regarding project questions	Chris Hagen, Melissa Reichert, Amy Acquard
Craft key messages, talking points and media resources for all media interviews, news conferences, public information meetings and ribbon cuttings	Melissa Reichert, Amy Acquard
Facilitate all media interviews, news conferences, public information meetings and ribbon cuttings	Melissa Reichert, Amy Acquard
Maintain and continually update media, community and influencer distribution lists	Melissa Reichert, Amy Acquard
Attend weekly contractor project meetings, internal city planning meetings and public information meetings to capture updates or share public concern updates	Melissa Reichert, Amy Acquard
Plan and facilitate public meetings or conduct face-to-face communication with businesses, residents and influencers along project corridors and at Downtown Street Fair	Melissa Reichert, Amy Acquard
In tandem with Gregg Schildberger plan and implement social media content calendar for project updates and sharing influencer content. Craft response to fan interactions and/or engage in real-time conversations across FargoStreets social media outposts.	Melissa Reichert, Amy Acquard
Plan and create visual resources (photos and videos) for use on social media outposts for downtown area project updates	Melissa Reichert, Amy Acquard
Direct appropriate media queries to engineering department	Melissa Reichert, Amy Acquard
Design and create communication materials needed and/or visual assets needed for website, press releases maps, brochures or flyers, etc.	Melissa Reichert, Amy Acquard, Jason Lotzer, Jeff Reed
Develop PSAs and/or other media messages (includes broadcast, online and social media ads)	Jason Lotzer, Phil Hunt
Place (at net rates) and manage PSA or advertisement schedules across all mediums	Crystal Bosch, Kaylyn Stroh
Update FargoStreets website content with press releases, project details, maps, resources for businesses, etc.	Melissa Reichert, Christine Hoper, Amy Acquard
Manage and implement public awareness research and any additional research-based studies throughout the project	Kim Kemmer, Chris Hagen, Melissa Reichert
Maintain written documentation of work performed and provide it to the City of Fargo on a monthly basis with invoice	Melissa Reichert, Chris Hagen
Create and share media monitoring summary after proactive outreach of project updates, public information meetings or other triggers	Melissa Reichert, Amy Acquard

Experience and Qualifications

HISTORY

Flint Group is a marketing and communications agency offering full-service marketing support for branding, advertising, research, public relations, digital implementation and interactive development. Headquarters for Flint Group is in Fargo, ND, where the original business unit, Flint Communications, was founded in 1946.



EXAMPLES OF RELEVANT PIC EXPERIENCE

The Flint Group team is fully immersed in nuances of the transportation industry. We understand how to engage hard-to-reach audiences affected by transportation-related construction projects and create a consistent two-way dialogue by incorporating innovative community relations strategies.

NDDOT FARGO DISTRICT, INTEGRATED COMMUNICATIONS, PIC

2011 – 2016; RE-AWARDED CONTRACT 2018

As PIC for the Fargo District, Flint has crafted and distributed over 240 project updates, developed a new CMS, and maintained NDDOTFargo.com as well as social media channels. Flint secured and facilitated media interviews with project engineers, crafted social media content, managed public meetings, and/or created community relations programs around these large NDDOT projects in the last few years:

- West Fargo Main Avenue Reconstruction, second phase and final phase – 2012 & 2015 – 2016
- Interstate 29 Northbound and Southbound Reconstruction, Argusville to N of Gardner – 2015 & 2016
- 25th Street South Reconstruction – City of Fargo partner – 2014
- I-29 and I-94 Tri-level Preventive Maintenance, walking bridge, CPR – 2013

CITY OF FARGO ENGINEERING DEPARTMENT AND NDDOT FARGO DISTRICT, 32ND AVENUE AND I-29 PROJECT PIC

JANUARY – NOVEMBER 2017

Flint and Apex were awarded the project contract for the 32nd Avenue roadway reconstruction between 32nd Street S and 43rd Street S, including the I-29 bridge widening. Together with the City of Fargo and NDDOT, Flint created a project-specific communication plan and managed all aspects of the public outreach through paid media, City of Fargo and NDDOT Fargo District social, FargoStreets.com and NDDOTFargo.com, email database, and earned media channels. Our PIC team attended weekly contractor meetings to be proactive with suggestions for public outreach, understand the challenges around the project and make it efficient for the project engineers to share updates. Community relations is a large focus, and ongoing business-to-business contact, plus in-person and online public meetings, occurred for the project.



CITY OF FARGO ENGINEERING DEPARTMENT 13TH AVENUE ROAD RECONSTRUCTION AND INFRASTRUCTURE IMPROVEMENT PROJECT PIC

MAY – NOVEMBER 2016

Flint and Apex were awarded the project contract for the 13th Avenue road reconstruction and infrastructure improvement between 38th Street SW and 45th Street S in Fargo. Working together with the City of Fargo and Apex engineers, Flint created a project-specific communication plan, then developed and managed all aspects of the business and public outreach through paid media, City of Fargo social, FargoStreets.com, email database and earned media channels. Our PIC team attended weekly contractor meetings to be proactive with suggestions for business and public outreach, understand the challenges around the project and make it efficient for the project engineers to share updates.



CITY OF FARGO ENGINEERING DEPARTMENT AND CITY OF WEST FARGO, 13TH AVENUE ROAD RECONSTRUCTION AND INFRASTRUCTURE IMPROVEMENT PROJECT PIC

OCTOBER 2017 – CURRENT

Flint and Apex were awarded the project contract for the 13th Avenue road reconstruction and infrastructure improvement between 45th Street S in Fargo and 12th Street E in West Fargo. Together with the City of Fargo and City of West Fargo, Flint created a project-specific communication plan and will manage all aspects of the public outreach through paid media, City of Fargo and City of West Fargo social, FargoStreets.com and WestFargoStreets.com, an email database and earned media channels. Our PIC team attends pre-con planning meetings and will attend weekly contractor meetings to be proactive with suggestions for public outreach, understand the challenges around the project and make it efficient for the project engineers to share updates. Community relations is a large, proven successful part of our approach. Business-to-business contact, in-person visits with key stakeholders and public meetings have already happened for project work beginning in April.

NDDOT COMMUNICATIONS DIVISION, EARNED AND PAID MEDIA SUPPORT

2011 – ONGOING

On a project-by-project basis, Flint assists the NDDOT communications division with statewide specialized media buys and Fargo-based media relations support including:

- Launch of new North Dakota license plate news conference – November 2015
- Brand Ambassador Training (NDDOT District Engineers and Department Heads) – 2015
- Work Zone Safety news conferences and media campaigns – May 2013 – 2016
- West Fargo Main Avenue ribbon cuttings – November 2013 and 2016
- Motor vehicle tab renewal campaign – September – October 2016
- I-94 & Sheyenne Street Interchange – Cross-over work, radio – September 2017

CITY OF FARGO ENGINEERING DEPARTMENT, PIC

JUNE 2016 – DECEMBER 2017

Flint was awarded the first PIC role for the City of Fargo in mid-June 2016. Our goal was to bring attention to FargoStreets as a reliable source for road-related projects and manage community relations while demonstrating the value of road improvements. Our contract was extended through the end of 2017 to continue the momentum. We delivered paid, earned, owned and shared support for the following large projects as well as overall access or impact across FargoStreets in 2016 and 2017:

- Broadway North, 19th Avenue – 12th Avenue N
- 4th Street South, Main Avenue – 5th Avenue N
- 4th Avenue North, Broadway North – 2nd Street N
- 19th Avenue North, I-29 – 57th Street N
- 2nd Avenue North, Broadway N – 7th Street N
- 25th Street & 13th Avenue S intersection
- Misc. road project and infrastructure projects



Key Personnel

We tailor our teams to best fit the client. We have handpicked the right group of specialist for this rewarding project. The resumes below describe why these individuals were selected for the PIC team and the hours they'll support the City of Fargo each month.

PUBLIC RELATIONS

CHRIS HAGEN, APR | *Director of Public Relations*

Whether counseling an organization through an issue or collaborating on an integrated communication plan, Chris is known to listen carefully and then ask – or answer – the hard questions. Chris' work has involved advising and planning for all Flint Group offices, working with local, regional and national accounts. Since beginning work in the communications industry in 1976, she has conducted workshops on strategic communications, crisis communications, marketing and public relations for clients and associations. Chris has been a direct contributor to numerous PIC deliverables for the 32nd Ave 2016 - 2017 contract, the 13th Avenue reconstruction projects and NDDOT Fargo District PIC. Her support will include:

- Developing public relations strategy and comprehensive communication plans
- Managing the budget
- Ensuring the use of best practices in PIC public relations tactics
- Assisting in drafting key messaging

Estimated hours for this project: 5-10/month

MELISSA REICHERT | *Public Relations Strategist*

Along with guiding earned media efforts from a strategic standpoint, Melissa provides insight into the extensive media landscape. For more than 12 years, Melissa has worked with media for many industries including transportation, health care, energy, government, advocacy, technology, manufacturing and many other key North Dakota areas of business. Melissa has been working to support the City of Fargo as a PIC since 2016 for the 13th Avenue reconstruction projects and also has supported the NDDOT Fargo District PIC since Flint secured the contract in 2011. Her responsibilities will include:

- Drafting and assisting in managing the comprehensive PIC plan
- Being readily available for Jeremy Gorden to advise or assist with public information questions or challenges
- Attending contractor meetings for the project and public meetings
- Coordinating messages and updates with the City of Fargo
- Managing the budget and maintaining written documentation of work performed

Estimated hours for this project: 15-20/month



AMY ACQUARD | Public Relations Specialist

Amy Acquard joined Flint Group as a public relations intern in 2015, which allowed her to obtain hands-on experience in the ever-evolving public relations discipline and to provide support for public relations clients in a variety of industries. Her experience also cemented her decision to pursue a career in the PR industry, with a special focus on media relations and event planning and support.

Amy's research and list-building skills provide a solid foundation for public relations projects. Her knowledge of the region's media climate, and ability to monitor and quickly analyze media coverage, helps the team to react and adapt messages as needed in real time. Through boots-on-the-ground experience, Amy has developed expertise in trade show and public events outreach and has played a key role in successfully achieving numerous innovative public information coordinator outreach tactics as part of Flint Group's PIC team. Her responsibilities will support key personnel by:

- Drafting and assisting in managing the comprehensive PIC plan
- Building and updating media and distribution lists
- Drafting and distributing news releases and media advisories
- Media monitoring and reporting

Estimated hours for this project: 5-10/month

KAYLYN STROH | Media Specialist

Kaylyn joined Flint in 2015 and works closely with clients to leverage social and traditional media to connect with customers. She is involved in all aspects of the social media journey from audits and planning to execution and reporting. Kaylyn's background in business-to-business and membership marketing brings a unique perspective to the social team. Her role with the PIC will include:

- Drafting and assisting in managing the comprehensive PIC plan
- Assisting in implementing a social media content calendar and response to fan interaction
- Placing social buy

Estimated hours for this project: 2-5/month

INTERACTIVE/PROJECT MANAGEMENT**CHRISTINE HOPER | Project Manager**

Christine has been a project manager with Flint Group since 2013 and has been working in project management for marketing initiatives since 1994. She oversees individual client projects from conception to completion. She manages all aspects of client interaction, from creating clearly defined project plans and measurable objectives to staying on budget and within timelines. Christine's responsibilities will include:

- Drafting and assisting in managing the comprehensive PIC plan
- Assisting with website content updates on FargoStreets.com

Estimated hours for this project: 2-5/month



CREATIVE**JASON LOTZER** | *Creative Director/Interactive Graphic Designer*

As creative director and interactive graphic designer at Flint, Jason helps position brands in the marketplace through sound creative strategies and effectual execution. With more than 19 years of industry expertise, he provides leadership in all aspects of creative communications, from print and web design and branding to motion graphics, user experience, and TV directing and editing. Jason currently is the lead interactive designer and producer/editor of PSAs for the NDDOT Fargo District. Jason has been responsible for numerous PIC deliverables for close to 16 years, and his responsibilities for the City of Fargo will include:

- Drafting and assisting in managing the comprehensive PIC plan
- Direct creative services team and implement creative direction

Estimated hours for this project: 2-5/month

JEFF REED | *Illustrator*

Jeff Reed has been an art director, designer and illustrator for 30 years in the advertising industry. Over his 17 years with Flint, Jeff has worked with clients in food service, manufacturing, health care, banking, agriculture and construction. He specializes in bringing visual solutions to complex projects, ensuring they tell a story. He passionately works on various pro bono clients like Cullen Children's Foundation, Special Olympics of North Dakota, HOPE Inc. and fundraising. His responsibilities will include:

- Drafting and assisting in managing the comprehensive PIC plan
- Crafting and updating creative resources such as project maps, posters and handouts

Estimated hours for this project: 5-10/month

PHIL HUNT | *Copywriter*

Always conscious of our communications-saturated environment, Phil believes that good writing pulls you in. Every headline or sentence should get the reader to do one thing: read on. He brings enthusiasm to every project and applies a strong marketing background to each client's brand. Phil gets your message across simply, uniquely – so your audience doesn't have to work to get to the point.

Phil usually explains his role like this: "I get to work on ideas. I get to explain them. I get to come up with them. And I get to use words to do them justice." The term "dream job" is also likely to come up, because he gets to write, and that is something writers are compelled to do.

- Drafting and assisting in managing the comprehensive PIC plan
- Assist with creative writing support

Estimated hours for this project: 2/month

Kimberly Wold Janke, Crystal Bosch, and Kim Kemmer are strategic planning team members and their expertise will be utilized in planning as needed. The organization chart of the complete team can be seen as a diagram in required enclosures on page 14.

NOTE: "Estimated hours for this project" refers to the approximate amount of time that we expect will be devoted to the PIC contract during active construction season.



Required Enclosures

ORGANIZATION CHART



Cost Proposal

Project: MS-18-F0

Type: Public Information Coordinator (PIC) Services

This proposal is based on an hourly basis, not to exceed lump sum amount unless otherwise noted.

2018 Project Work	Slated Budget
Account Management	\$3,000
Public Relations (Community Relations, Earned Media, Social Media)	\$32,000
Creative Services (Graphics, Maps, Handouts)	\$8,000
Website (Project Pages Setup, Updates to Content and Interactive Map)	\$4,000
Paid Media (at NET Radio and Online)	\$2,500
TOTAL (not to exceed \$50,000)	\$49,500

Job Classification Rate (\$)

Automated Marketing Execution	120.00
Account Coordination	115.00
Account Management	130.00
Art Direction	135.00
Art Production	115.00
Crisis Mgmt Strategy	175.00
Concept	150.00
Copywriting	135.00
Creative Direction	135.00
Discovery	110.00
Graphic Design & Art Direction	135.00
List Management	100.00
PR Direction	125.00

Job Classification Rate (\$)

PR Implementation	130.00
PR Strategy	150.00
Production Coordination	100.00
Production Management	100.00
Project Management	130.00
Proofing	105.00
SEM Implementation	120.00
SEM Strategy	150.00
Social Media Implementation	120.00
Social Media Strategy	150.00
Strategic Planning	150.00
User Experience	150.00
Web Development	135.00





Public Health
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Fargo Cass Public Health

(10)

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 10, 2018

RE: SOLE SOURCE PROCUREMENT: ODNEY MEDIA CAMPAIGN
FOR E-CIGARETTES TOBACCO PROGRAM FOR \$30,000

The North Dakota Department of Health recommends using Odney for funds we have been awarded through the tobacco program.

If you have any questions, please contact Ruth Roman, 241-1380

Recommended Motion:

Approve Sole Source Procurement Form \$30,000 for e-cigarettes.

RR/LA
Enclosure



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Odney

Estimated Dollar Amount of Purchase:

\$30,000

The project/service is required to:

Odney will work with Fargo Cass Public Health to create a media campaign centering around the dangers of e-cigarettes.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Odney has worked with the North Dakota Department of Health and BreathND in the past to develop tobacco related media and messaging. Staying with the same advertising company is recommended by the North Dakota Department of Health to help ensure consistency and to save money since e-cigarette ads have been developed already while Odney was contracted with BreathND and the North Dakota Department of Health.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

North Dakota Department of Health recommends using the same advertising company that they and other tobacco prevention and control agencies have used in the past. Funds to contract with a media agency is from a tobacco grant from the North Dakota Department of Health.

****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

No comparison's obtained. Following the recommendation of the North Dakota Department of Health (grant funding source). Odney has a strong history of working in the field of tobacco advertising.

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

No piggyback procurement method was used.

Signature: Larry Anenson, Jr.
(Requestor)

Printed Name: Larry Anenson, Jr.

Department: Public Health

Title: Director of Health Protection and Promotion

Date: 3/29/18

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

LA (Requestor initials)



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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 17, 2018

RE: SECOND AMENDMENT TO AGREEMENT FOR SERVICES WITH
COMMUNITY MEDICAL SERVICES FOR \$12,280

The attached amended contract with Community Medical Services is to provide medication assisted treatment and counseling. Sole Source application completed and approved by Finance Committee, #SSP 17270.

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

Suggested Motion: Move to approve the Amendment to Agreement for Services with Community Medical Services.

RR/la
Enclosure

AMENDMENT TO AGREEMENT WITH COMMUNITY MEDICAL SERVICES MONTANA-PRIVATE, LLC

Fargo Cass Public Health; and Community Medical Services of Montana-Private, LLC,
(Contractor) entered into an agreement for services.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The parties agree that the Agreement should be amended.
2. The original contract was for \$24,960. The first amendment provided an additional \$12,480. This is the second amendment and shall be for \$12,280.00 for \$25.00 per patient per week for SUD voucher clients, and \$80.00 per patient per week for North Dakota residents with extenuating financial barriers up to a maximum of \$12,280 under this agreement.

DATED effective the date and year first above written.

In Witness thereof, this purchase of services agreement amendment has been executed
between the Contractor and Fargo Cass Public Health on the date executed below.

FARGO CASS PUBLIC HEALTH

By Ruth Roman
Ruth Roman
Director of Public Health

Date 4/17/18

By _____
Timothy J. Mahoney
Mayor, City of Fargo

Date _____

COMMUNITY MEDICAL SERVICES MONTANA-PRIVATE, LLC

By Todd Stingley
Todd Stingley
Chief Financial Officer

Date 4/17/18



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12

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 18, 2018

RE: AGREEMENT FOR SERVICES WITH TRINITY LUTHERAN
CHURCH OF MOORHEAD, MINNESOTA DBA LOST AND
FOUND RECOVERY CENTER FOR \$24,960

The attached Agreement for Services with Lost and Found Recovery Center is to provide peer recovery coaching for North Dakota residents.

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

Suggested Motion: Move to approve the Agreement with Lost and Found Recovery Center.

RR/la
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 17th day of April, 2018, by and between City of Fargo DBA Fargo Cass Public Health; and Trinity Lutheran Church of Moorhead, Minnesota DBA Lost and Found Recovery Center (Contractor).

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of April 17, 2018 thru June 30, 2018.
- B. Services to be provided by Contractor:** Contractor will provide peer recovery coaching to North Dakota residents.
- C. Payment:** Contractor shall be paid a total of \$24,960.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

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

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

FARGO CASS PUBLIC HEALTH

By Ruth Roman
Ruth Roman
Director of Public Health

Date 4/18/18

LOST AND FOUND RECOVERY CENTER

By Simon G. Pearson

Date 4/17/18

By _____
Timothy J. Mahoney
Mayor, City of Fargo

Date _____

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

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*

DATE: APRIL 19, 2018

RE: CONTRACT FOR BOB MILLER

Bob Miller retired in March 2018. Based on his institutional knowledge regarding the housing rehabilitation program, we are seeking support to enter into a contract with Bob to hire him as a temporary part-time employee to assist in training two staff members in the Building Inspections Department. In his multi-decade tenure at the City of Fargo, Bob met with homeowners, drafted specification and bids, and oversaw the rehabilitation construction. Bob was also a certified lead inspector and risk manager, which is a requirement of the federal housing grant program. We have staff that have trained with Bob and are getting the necessary certifications, but we recognize unique construction projects will occur when working with older houses, as well as unique issues have to be processed with the federal programs rules in mind.

Attached is the proposed contract that includes an Exhibit listing specific project tasks. The contract would allow a maximum of 20 hours a week, but most likely will average 8 hours a week. If approved, the contract would begin upon execution and terminate December 1, 2018.

Recommended Motion: Approve the contract and scope of services to hire Bob Miller as a contract employee.



AGREEMENT

Housing Specialist

THIS AGREEMENT made and entered into effective the 23rd day of April 2018, by and between Robert Miller, (hereinafter referred to as “Miller”) and the CITY OF FARGO, a municipal corporation, whose address is 200 Third Street North, Fargo, North Dakota 58102 (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to temporary fill a part-time position of Housing Specialist within the City of Fargo Planning and Development Department as a contracted employee; and,

WHEREAS, the City desires to appoint Miller to perform the duties and services of Housing Specialist and for purposes of the City’s budgeting process, to recognize a contract employment relationship for a period beginning April 23, 2018 and ending December 1, 2018, for a maximum of 20 hours per week, but which is still an “at-will” employment relationship, terminable by either party with or without cause;; and,

WHEREAS, Miller has agreed to accept such appointment to perform the duties and services of Housing Specialist on a contract employee basis according to the terms of this agreement; and,

WHEREAS, the parties wish to commit their agreement to writing.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. City agrees to appoint Miller for the purpose of performing the duties and services of Housing Specialist as described in Exhibit A attached hereto.

2. Term. The term of this agreement shall be for the period beginning April 23, 2018, extending through December 1, 2018, with a maximum of 20 hours per week, but may be terminated by either party at any time, upon written notice to the other party. This relationship is an “At-will” relationship and may be terminated by either party at any time with or without cause.

3. Compensation. City agrees to compensate Miller in the amount of \$46.00 per hour for any and all duties and services performed as Housing Specialist during the year 2018. If the City Commission awards a 2018 Cost of Living Adjustment (COLA), Miller is eligible to receive a COLA adjustment.

4. In addition to the terms of compensation listed above, the City shall pay the employer’s share of the following:

- (a) Social Security (FICA)
- (b) Workers Compensation
- (c) Unemployment Insurance
- (d) Federal Withholding (income tax)
- (e) State Income Tax
- (f) Medicare

5. Miller will be considered a variable contract employee and will not be eligible to enroll in Health Insurance unless eligibility is met as determined by the Affordable Care Act, Dental Insurance, Vision Insurance, Life Insurance and Flexible Spending. Miller is eligible for optional participation in the North Dakota Public Employee Retirement System (NDPERS), in which the employee would pay full contribution. In addition, Miller will not accrue annual and sick leave.

6. During the term of this agreement, Miller agrees to comply with all employee policies of the City of Fargo and the Planning and Development Department, including all safety rules and procedures.

7. The parties hereto understand and agree that Miller shall not be part of the Civil Service of the City of Fargo, but is a contracted employee, as permitted under Fargo Municipal Code section 7.0102(D).

DATED the day and year first above written.

THE CITY OF FARGO, NORTH DAKOTA

By: _____
Timothy J Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

Planning and Development Department

By: _____

Nicole B. Crutchfield, Planning Director

Robert Miller

Exhibit "A"

The general duties and services of Housing Specialist Miller focuses on the following areas:

1. Provide the city-building inspectors on technical recommendations on request.
2. Provide technical recommendations to the Planning Director and Building Official as requested.
3. Provide assistance to planning department staff as needed to address federal reporting, project management or file monitoring needs as requested.

MEMORANDUM

DATE: April 19, 2018
TO: City Commission
FROM: Nicole Crutchfield, Planning Director *NC*
RE: Storefront Rehab – 202 Broadway North

The VFW building at 202 Broadway North is being considered for CDBG Storefront Rehab funding. The intent of Fargo's Storefront Rehab/Downtown Project program is to renovate deteriorated properties and eliminate blighted conditions in the downtown area. Interested property owners may apply for a 50% matching grant, up to \$15,000 per facade, which can be used for the rehabilitation of building exteriors. The Community Development Committee and Historic Preservation Commission review applications and recommend to the City Commission.

202 Broadway North

202 Broadway was built in 1940. The proposed use of federal funding is for façade renovation. While the application includes an application for a banner sign to be added to a restored brick wall, the eligible components of the storefront renovation include:

- Restoration/painting of brick wall
- Lighting on brick wall

The amount requested is \$3,740 of the total \$7,479 for the façade renovation (Total cost of project, minus the sign bid). The recommendation is to approve \$3,740 in matching grant. The Community Development Committee and Historic Preservation Commission have reviewed the application and recommended unanimous approval to the City Commission. The application and estimates are attached.

Recommended Action: Recommend approval of the Community Development Block Grant Storefront Rehab at 202 Broadway North.

PRIMARY CONTACT INFORMATION FOR THIS APPLICATION

Mailing Address 202 Broadway north, Fargo, ND 58102

Mailing Address



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

Building History (if available)

Total Cost of
facade renovation

\$7,479.00

Amount of CDBG
Funding Requested

\$3,740.00

Is the exterior renovation part of a larger project?

☐ Yes

☒ No, the exterior rehab is the only work I am doing

If yes, please describe comprehensive project.

Summary of Existing Condition of Exterior (please attach pictures – Attachment 1)

The existing surface is brick that has been painted and is stained.



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

Summary of Proposed Scope of Work (materials, color schemes, etc.) Please attach colorized drawings that include pre- and post-rehab detail, indicating specifically what will be modified and how (Attachment 2). Note – to receive historic preservation approval, projects cannot submit plans that include the use of “anodized” aluminum. If window replacement is proposed, applicant must provide manufacturer’s window specifications.

We plan to clean and then paint the existing wall to match the existing Sandstone color on the south facade. The concept is to provide static images and changable banners.

DESCRIPTION

QUOTE #44544-1

Provide and Install Qty. (1) Single Face Frame that will be 72 Inch Tall x 144 Inch Wide with a Static VFW Image on the Background. There will be a Britten Banner System Frame mounted on this Backer for changeable banners. (Note Includes 1 Banner)

— Staff notes:
this portion
not eligible

QUOTE #51137

Provide Qty. (3) Exterior LED Illuminated Goose Neck Lighting and Provide Final Electrical Connection for the VFW Downtown Fargo. Lighting to be tied into existing timeclock.

(contact person for Indigo Signworks , Eric Klebe 701-297-9696)

How will proposed project affect the historic character of the property?

This project will enhance downtown while matching the color of the stone work of the south facade. The overall historic character of the building will not be affected, but visually improved.

How will your project complement downtown redevelopment efforts?

The VFW image and the changable banners will complement downtown by visually cleaning up the alley and creating a clean aesthetic appearance to the alley, th building and the ramp.

(signage not eligible for rehab grant)

For more information on completing this application please refer to the following website.

<http://www.cityoffargo.com/Business/StorefrontDowntownGrants/>

INDIGO SIGNWORKS, INC

P.O. Box 1476 | Fargo, ND 58107-1476
 1622 Main Avenue | Fargo, ND 58103
 tel: 701.297.9696 | fax: 701.297.9697
www.indigosignworks.com

PROPOSAL Proposal #: 55598

Proposal Date: 03/20/18
 Customer #: 2478
 Page: 1 of 3

SOLD TO:	JOB LOCATION:
VFW 202 N. BROADWAY FARGO ND 58102	VFW 202 N Broadway Fargo ND 58102
	REQUESTED BY: Vic Pellerano

INDIGO SIGNWORKS - FARGO (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #44544-1 Provide and Install Qty. (1) Single Face Frame that will be 72 Inch Tall x 144 Inch Wide with a Static VFW Image on the Background. There will be a Britten Banner System Frame mounted on this Backer for changeable banners. (Note Includes 1 Banner)	\$4,995.00	\$4,995.00
	<i>Staffnotes: (this portion not eligible)</i>		
1	QUOTE #51137 Provide Qty. (3) Exterior LED Illuminated Goose Neck Lighting and Provide Final Electrical Connection for the VFW Downtown Fargo. Lighting to be tied into existing timeclock.	\$3,100.00	\$3,100.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$8,095.00

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS) Credit Card Transactions of \$500.00 and over will be charged a 2% Transaction Fee.
 Indigo Signworks accepts Checks, ACH, and Debit Cards without a Transaction Fee.

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

PROGRESS PAYMENTS MAY BE REQUIRED FOR PROJECTS THAT REQUIRE AN EXTENDED DELIVERY TIME.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



P.O. Box 1476 | Fargo, ND 58107-1476

1622 Main Avenue | Fargo, ND 58103

tel: 701.297.9696 | fax: 701.297.9697

www.indigosignworks.com

PROPOSAL

Proposal #: 55598

Proposal Date: 03/20/18

Customer #: 2478

Page: 2 of 3

TERMS AND CONDITIONS

1. 1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, INDIGO SIGNWORKS - FARGO MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES
2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT AFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. INDIGO SIGNWORKS - FARGO SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALE WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERCT OR INSTALL SAID SIGN.
6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TESS TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK, OR UNFORESEEN CIRCUMSTANCES CREATING ADDITIONAL RESOURCES ARE ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT AND/OR SIGNIFICANT LABOR IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
8. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, FOR A PERIOD OF ONE YEAR (1) YEAR, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY WILL BE GUARANTEED FOR 60 DAYS FROM INSTALL DATE. LED LIGHTING AND POWER SUPPLIES WILL BE COVERED FOR AN ADDITIONAL 2 YEARS, EXCLUDING LABOR TO REPLACE THE COMPONENTS. LED ROPE LIGHTING WILL HAVE A 1 YEAR WARRANTY FOR COMPONENTS AND 90 DAYS FOR LABOR. THE COST OF LABOR WILL BE CHARGED AT STANDARD INDIGO SIGNWORKS HOURLY RATES FOR REPLACEMENT AND TRAVEL. THIS WARRANTY DOES NOT APPLY TO VANDALISM, MISUSE, OR ACTS OF GOD.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____

INDIGO SIGNWORKS, INC

P.O. Box 1476 | Fargo, ND 58107-1476
1622 Main Avenue | Fargo, ND 58103

tel: 701.297.9696 | fax: 701.297.9697 | www.indigosignworks.com

DEPOSIT INVOICE

Invoice #: **DP55598**

Inv Date: 03/20/18
Customer #: 2478
Page: 3 of 3

SOLD TO:	JOB LOCATION:
VFW 202 N. BROADWAY FARGO ND 58102	VFW 202 N Broadway Fargo ND 58102
	REQUESTED BY: Vic Pellerano

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Vic Pellerano		Eric Klebe	03/20/18	50.0% Due Upon Receipt	03/30/18

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #44544-1 Provide and Install Qty. (1) Single Face Frame that will be 72 Inch Tall x 144 Inch Wide with a Static VFW Image on the Background. There will be a Britten Banner System Frame mounted on this Backer for changeable banners. (Note Includes 1 Banner)	\$4,995.00	\$4,995.00
1	QUOTE #51137 Provide Qty. (3) Exterior LED Illuminated Goose Neck Lighting and Provide Final Electrical Connection for the VFW Downtown Fargo. Lighting to be tied into existing timeclock.	\$3,100.00	\$3,100.00
TOTAL PROPOSAL AMOUNT			\$8,095.00
*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***			
PLEASE PAY THIS DEPOSIT AMOUNT:			\$4,047.50

*(staff notes:
this portion not eligible)*

The VCS and LG Series of fixtures are elegantly designed, gooseneck fixtures that provide bright, even illumination for signs.



Project	
Type	
Date	
Notes	

APPLICATIONS

Ideal for sign and accent lighting in retail and commercial applications.

SPECIFICATIONS

Construction

Domes, arms and mounting plate are made of aluminum with a durable powder coat paint finish. Various combinations of fixtures and arms can be combined in custom colors. An optional swivel (sold separately) can be attached to the dome to direct light where needed.

Mounting

Fixture can be surface mounted on a junction box on the wall.

Electrical

Total system wattage is 14 Watts. The standard unit has a high efficiency driver that operates at 120 - 277V as standard.

Arms

Available ARMS include:

- ARM1
- ARM2
- ARM3
- ARM4
- ARM5
- ARM6

Finish

Bronze, White, Black
Custom colors optional

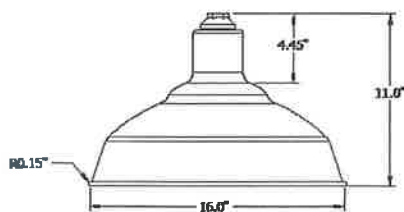
Options

- Globes
- Guard
- Wire Cage (only applicable for LG4016)
- Swivel

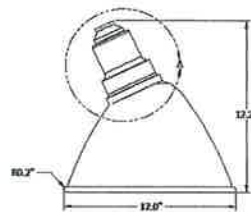
Equivalent to	50W MH
Fixture Watts	14W
Lumens	>1100
Efficacy	79 lumens/watt

LED Life	100,000 hours
Certification	cCSAus
Color Temperature	5000K (standard)
Warranty	5 Years
Operating temperature	-40°C to +40°C

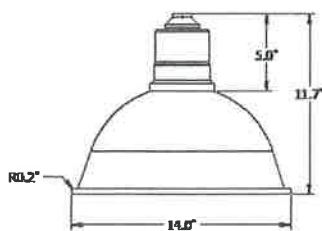
DIMENSIONS



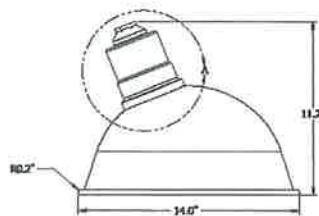
LG4016



VCS212A

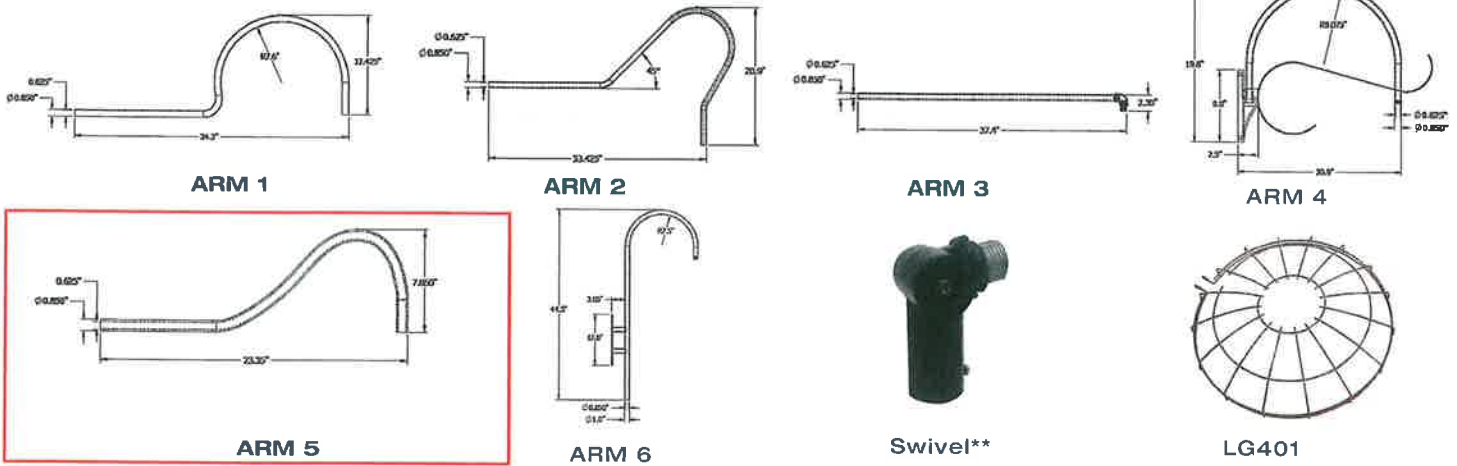


VCS214DM



VCS214A



ARMS & ACCESSORIES


**Swivel is optional with ARM1, ARM2, ARM5 and ARM6

GLOBES & GUARDS

ORDERING GUIDE

VCS212A VCS214DM VCS214A LG4016	LED 14* INC	VOLTAGE B - 120-277V* A - 120V	COLOR TEMP. 3K - 3000K 4K - 4000K 5K - 5000K*	ARMS ARM1 ARM2 ARM3 ARM4 ARM5 ARM6	SWIVEL SW - SWIVEL MOUNT Leave Blank - No Swivel mount	FINISH BLK - BLACK* BRZ - BRONZE* WHT - WHITE* CC - CUSTOM COLOR

ORDERING GUIDE - ACCESSORIES
 (*SOLD SEPARATELY)

* Standard configuration

GL100PR PRISMATIC GLASS

GL100F FROSTED GLASS

GL100 CLEAR GLASS

RGL100A (AMBER)

RGL100B (BLUE)

RGL100G (GREEN)

RGL100R (RED)

GL100PGO (POLYCARBONATE WHITE)

GD100CGS - GUARD

W616 - WIRE GUARD (only for LG401)

SWIVEL

Hill Painting & Decorating inc.

715 leonards way
Argusville, ND 58005
(701) 729-2847
hillpaintinginc@icloud.com

ESTIMATE

ADDRESS

VFW
VFW
202 Broadway
Fargo, ND 58102

ESTIMATE # 1141

DATE 12/08/2017

ACTIVITY	QTY	RATE	AMOUNT
Exterior Painting West wall and penthouse in the alley . Labor to prep prime and paint	1	3,400.00	3,400.00
Paint Primer	10	38.50	385.00
Paint Exterior paint	18	33.00	594.00
TOTAL			\$4,379.00

Accepted By

Accepted Date



**STOREFRONT REHAB &
DOWNTOWN PROJECT APPLICATION**

ATTACHMENT 1: PHOTOS

(current and historic, if available)

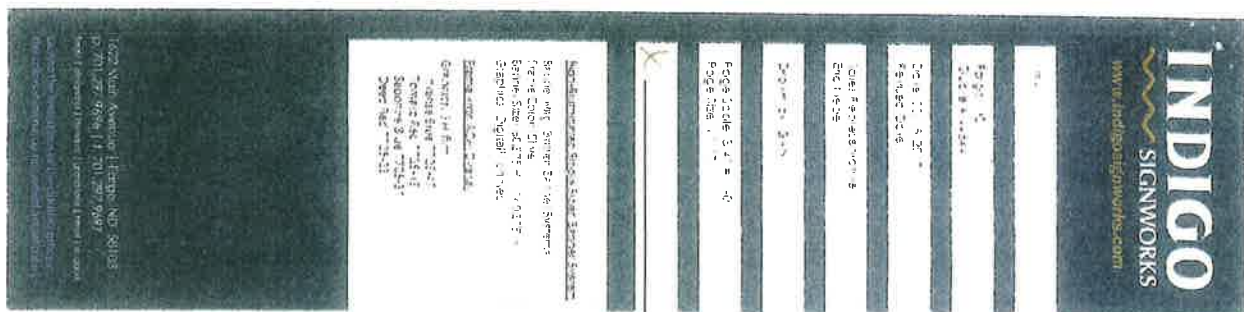


EXISTING
PHOTO (PPE)



**STOREFRONT REHAB &
DOWNTOWN PROJECT APPLICATION**

**ATTACHMENT 2:
DRAWINGS
PRE & POST**



Dravine 1 (BST)

IMAGES A, B, C, D, E
ARE STATIC/FIXED
IMAGES

INDEX "F" IS CHANGEABLE
CUMMINGTON BARBERS.

[illegible]



15

FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

April 13, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Memorandum of Understanding between the Fargo Park District of the City of Fargo and the City of Fargo – Fargo Police Department

Dear Commissioners:

The Fargo Police Department and City of Fargo are prepared to enter into an agreement to provide police services for the Fargo Park District of the City of Fargo. This agreement sets the parameters of services and a payment schedule for services of the Fargo Police Department officer assigned to the Fargo Park District.

The Fargo Park District shall reimburse the City of Fargo one hundred percent (100%) of the total annual cost of each officer assigned to the Park District. The approximate annual cost of each officer assigned to the district is described within "Appendix A" attached to the Memorandum of Understanding.

The Department shall provide the District with a regularly scheduled invoice in accordance with the Memorandum of Understanding. The District shall provide payment within 30 days of the invoice.

Attached for your review and approval is the Memorandum of Understanding and corresponding appendix that will need to be signed by the Mayor in order for the agreement of services to proceed and funds to be accepted and allocated.

Recommended Motion:

Accept the terms and the Memorandum of Understanding associated with providing police services for the Fargo Park District of the City of Fargo.

Please contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Todd".

David E. Todd
Chief of Police

ADMINISTRATION
Phone: 701-241-1427
Fax: 701-297-7789

INVESTIGATIONS
Phone: 701-241-1405
Fax: 701-241-1407

RECORDS
Phone: 701-241-1420
Fax: 701-241-8272

NON EMERGENCY
Phone: 701-235-4493

COPY

**MEMORANDUM OF UNDERSTANDING
REGARDING POLICING PARK DISTRICT FACILITIES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered by and between **THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, (“City”) and **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota (the “Park District”), and supersedes any previous or prior MOU between City and the Park District relative to policing Park District facilities.

WHEREAS, the Fargo Police Department (“Department”) provides police services within the City of Fargo, North Dakota; and

WHEREAS, the Park District provides recreational services and manages facilities within the City of Fargo, North Dakota; and

WHEREAS, pursuant to Park District ordinances, the Department has policing authority on Park District facilities; and

WHEREAS, the Park District and the City have determined that it is in the public interest and the best use of resources to continue to use the services of the Department with a Department peace officer coordinating police activities and services provided to the Park District.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Department, at the expense of the Park District, will assign a peace officer (the “Dedicated Officer”). The Department will consult with the Park District on the assignment, to include the opportunity for the Park District to be part of an interview process. The Dedicated Officer’s primary function will be to consult with Park District’s designated staff and coordinate police services for Park District facilities and events. The Dedicated Officer and the Park District’s designated representative, with the approval of the Department, shall determine the best hours/schedule for the Dedicated Officer. The estimated cost of such an assigned peace officer is outlined on the attached Schedule A. The Dedicated Officer shall at all times be an employee of the Department and not the Park District. The Park District shall reimburse the Department one hundred percent (100%) of the total annual cost of the Dedicated Officer. It will be the Department’s responsibility to ensure that the Dedicated Officer is provided the proper and required education and training to maintain the necessary licensures. The Dedicated Officer will primarily office in the designated Park District offices to be readily available to Park District Senior Staff.
2. The Dedicated Officer’s “on-duty” hours will be coordinated through the Park District’s designated representative, the parties acknowledging that such “on-duty” hours will, at times, be dependent on scheduled Park District activities or programs. The Dedicated Officer, in consultation with the Park District’s designated

representative, may request Extra Duty assignment of Department peace officers in accordance with Department Policy FPD-017, at the rate in effect at the time of the request for Extra Duty. Requested Extra Duty assignments shall be approved by the Department's Command Staff, and such personnel shall be assigned as determined necessary to protect the public in the discretion of the Department.

3. The Department shall provide the Park District with an annual invoice for all costs associated with the Dedicated Officer and Extra Duty assignments. The Park District shall provide payment within 30 days of the invoice.
4. The Department peace officers providing support and services to the Park District will remain employees of the Department and will not be employees of the Park District. The Department peace officers will provide general law enforcement services within and adjacent to the Park District facilities as contemplated by the Park District ordinance and as determined by the Dedicated Officer in consultation with and the Park District.
5. The Department shall make reports available to the Park District regarding all crimes occurring in, on or about Park District property or facilities to include, but not limited to:
 - a. Felony offenses against persons or property.
 - b. All drug crimes and other offenses which violate the Uniform Controlled Substances Act.
 - c. Any criminal act which may be part of actual or potential criminal activity on Park District property.

The Department shall promptly investigate crimes occurring on Park District property or facilities.

Open investigations shall remain confidential in accordance with North Dakota Open Records law, and shall only be made available to the Dedicated Officer, as necessary.

6. Park District shall ensure the assigned peace officers have unlimited access to all areas and facilities of the Park District.
7. The terms of this MOU shall remain in effect until either party notifies the other in writing of its intent to terminate the MOU. This MOU can be terminated by either party for any reason, or no reason. Such notice shall be given at least one hundred twenty (120) days prior to the effective date of the termination and shall be deemed given when mailed by certified mail, postage prepaid, addressed to the recipient thereof at the address set forth below or at such other address as may subsequently be designated in writing by either party:

If to the Park District:
Joel Vettel, Executive Director
Fargo Park District
701 Main Avenue
Fargo, ND 58108-2845

If to the Department:
Chief of Police
Fargo Police Department
111 4th Street North
Fargo, ND 58102

With a copy to:
Human Resource Director
701 Main Ave
Fargo, ND 58103

With a copy to:
Director of Finance
200 3rd Street North
Fargo, ND 58102

For purposes of this Agreement, the designated representatives of each party are:

For the Park District:
Joel Vettel, Executive Director
Fargo Park District
701 Main Avenue
Fargo, ND 58108-2845

For the Department:
Chief of Police
Fargo Police Department
111 4th Street North
Fargo, ND 58102

8. The Park District shall indemnify, defend and hold harmless the Department, its officers and its employees from and against all claims, losses, costs, damages and expenses (including reasonable attorney's fees and costs) which result from or arise in connection with any action, negligence or omission of the Park District and its employees. The indemnification provided herein shall survive the termination of this MOU.

In like manner, the Department shall indemnify, defend and hold harmless the Park District, its Commissioners and employees from and against all claims, losses, costs, damages and expenses (including reasonable attorney's fees and costs) which result from or arise in connection with any action, negligence or omission of the Department and its employees. The indemnification provided herein shall survive the termination of this MOU.

9. No waiver by either party of any term or provision of this MOU shall be deemed to be a waiver of any other term or provision.
10. This MOU is not assignable by either party without the prior written consent of the other party.
11. This MOU may not be amended or modified orally at any time, but only by the written agreement of the parties hereto.

Dated: _____, 2018.

CITY OF FARGO, a municipal corporation

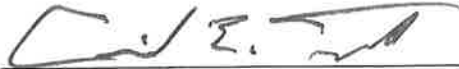
Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Dated: April 13th, 2018.

FARGO POLICE DEPARTMENT

By: 
David Todd, Chief of Police

Dated: April 13, 2018.

THE PARK DISTRICT OF THE CITY OF
FARGO

By: 
Joel Vettel, Executive Director

Appendix A

Staffing Analysis for Dedicated Officer at the Fargo Park District

Total Hours Required

8 hours per day x 260 days per year = 2080 hours

Police Officer Salary and Benefits

Position Title – Police Officer – Grade P12 Step G (7)

Annual Pay	\$ 62,629
Health Insurance – Family	\$ 8,767
Dental Insurance	\$ 500
Disability Insurance	\$ 125
Medicare Tax (1.45%)	\$ 908
Police Pension (14.2%)	\$ 8,893

<u>Cost of salary & Benefits</u>	<u>\$ 81,822</u>
--------------------------------------	------------------

Additional Cost

Uniform/Equipment – One Time Cost	\$ 5,000
Uniform Allowance – Subsequent Years	\$ 400
Annual Training	\$ 3,000

<u>Additional Cost</u>	<u>\$ 8,400</u>
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<u>Total Cost of Personnel & Misc. Support</u>	<u>\$ 90,222</u>
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11ea-d

OFFICE OF THE CITY ADMINISTRATOR
Bruce P. Grubb

April 19, 2018

MEMORANDUM

To: Board of City Commissioners
From: Bruce P. Grubb, City Administrator **BPG**
Re: City Hall Construction – General Contract Change Order #21
Mechanical Contract Change Orders #12 and #13
Electrical Contract Change Order #11

Attached, please find copies of Change Orders associated with the City Hall construction project. A description of the change orders and associated dollar amounts is shown below:

General Contract

Change Order #21

\$15,063

- 150' of 5-line guardrail (in lieu of 4-line) at parking ramp retaining wall and cabinet changes on three floors.

Mechanical

Change Order #12

\$4,881

- Generator coolant piping insulation.

Change Order #13

\$2,543

- Modification of sprinkler head layout to accommodate DIRT wall system.

General Contract

Change Order #11

\$55,832

- Electrical work associated with exterior LED lighting revisions.

With approval of the above referenced change orders, an updated summary of the construction contracts would be as follows:

PROJECT SUMMARY					
Contract	Contractor	Original Bid	Change Orders	Current Amount	% Change
General	Olaf Anderson	\$16,442,900	\$748,729	\$17,191,629	4.55%
Mechanical	Robert Gibb	\$3,447,000	\$113,608	\$3,560,608	3.30%
Electrical	Sun Electric	\$2,607,000	\$104,550	\$2,711,550	4.01%
Total		\$22,496,900	\$966,887	\$23,463,787	4.30%

Similarly, a summary of the overall project budget would be as follows:

BUDGET SUMMARY			
Budget Category	Original Total	Current Total	Paid To-Date
City Hall Construction	\$22,000,000	\$23,463,787	\$20,968,282
FF&E	\$1,775,000	\$1,495,000	\$0
Centennial Hall Demo	\$600,000	\$772,468	\$772,468
Professional Fees	\$1,400,000	\$1,648,067	\$1,648,067
Contingency	\$1,940,767	\$336,445	NA
Total	\$27,715,767	\$27,715,767	\$23,369,390

Your consideration in this matter is greatly appreciated.

Suggested Motion:

Approve the following change orders associated with the City Hall construction project:

General Contract	Olaf Anderson	Change Order #21 in the amount of \$15,063.00
Mechanical Contract	Robert Gibb	Change Order #12 in the amount of \$4,881.00 Change Order #13 in the amount of \$2,543.00
Electrical Contract	Sun Electric	Change Order #11 in the amount of \$55,832.00

C: Mike Redlinger, Assistant City Administrator
 Kent Costin, Finance Director
 Erik Johnson, City Attorney
 Terry Stroh, TL Stroh Architects

City Hall Construction Report - Contractor Progress Payments (4/19/18)

Contract	Contractor	Bid Amount	Change Orders	Present Amount	Paid To-date	Balance
General	Olaf Anderson	\$ 16,442,900	\$ 748,729	\$ 17,191,629	\$ 15,227,808	\$ 1,963,821
Mechanical	Robert Gibb	\$ 3,447,000	\$ 113,608	\$ 3,560,608	\$ 3,404,269	\$ 156,339
Electrical	Sun Electric	\$ 2,607,000	\$ 104,550	\$ 2,711,550	\$ 2,336,205	\$ 375,345
Total		\$ 22,496,900	\$ 966,887	\$ 23,463,787	\$ 20,968,282	\$ 2,495,505

PROJECT BUDGET SUMMARY

Budget Category	Original Total	Current Total	Paid To-Date
City Hall Construction	\$ 22,000,000	\$ 23,463,787	\$ 20,968,282
FF&E	\$ 1,775,000	\$ 1,495,000	\$ -
Centennial Hall Demo	\$ 600,000	\$ 772,468	\$ 772,468
Professional Fees	\$ 1,400,000	\$ 1,648,067	\$ 1,648,067
Contingency	\$ 1,940,767	\$ 336,445	\$ -
Total Budget	\$ 27,715,767	\$ 27,715,767	\$ 23,388,817

CHANGE ORDER SUMMARY

General Contract		\$	748,729
#1	Addition of curtain wall windows.	\$	396,565
#2	Revisions to generator building to accommodate mechanical changes.	\$	3,260
#3	Removal of existing foundation that was not known prior to construction. Lower footings to accommodate underground piping. Connection of City Hall & Civic Center roof and sump drainage system to new storm sewer.	\$	26,160
#4	Provide additional point load to three joists per structural engineer.	\$	46,014
#5	Design revisions to third floor.	\$	18,918
#6	Commission chamber revisions to remove windows and replace with Pre-	\$	45,463

#7	Fin metal wall panels for televising clarity and security. Add a new downstream storm sewer defender manhole, water main extension and hydrant, reroute storm sewer to avoid transformer/conduits. Existing 12" and 15" pipes deeper than proposed storm sewer. To connect Civic Center roof drains, the first 5 manholes coming off 66" storm sewer on 3rd Ave. need to be extended. Also extend downstream defender manhole.	\$	61,866
#8		\$	26,049
#9	Labor and materials associated with revisions to the interior floor plans. Construct a fire pump room block wall enclosure & door. IS request to install 3/4" CDX plywood backing behind gypsum board.	\$	13,774
#10	Changes associated with Inspections Department request to add exterior pedestrian ramps to side entrance.	\$	46,706
#11	Geofoam foundation system.	\$	20,801
#12	Floor plan revisions to Commission offices.	\$	5,000
#13	Plywood backing behind gypsum board sheathing in IS Department.	\$	240
#14	Tile work trim change from stainless steel to aluminum with nickel finish.	\$	(23,168)
#15	Delete geo-foam at SE Chambers corner to accommodate wall and ramp. Provide heavier framing at Chambers.	\$	2,350
#16	Provide a 1-hour rating around beam at north Chamber wall. Eliminate some lockers and one bench in E107.	\$	(2,854)
#17	Change from single tier lockers to two tier lockers.	\$	6,961
#18	Provide painted drywall access doors in Rooms W118 and Lobby A101.	\$	4,042
#19	Finish change to bottom side of soffits at Chambers, Admin, IS, HR, etc.	\$	26,725
#20	Install Phantom 5000 low-profile egress window in CW-180.	\$	8,794
#21	Subgrade, drain tile and concrete changes at floatable floodwall. Repair of church driveway. Fire extinguisher and cabinet recess changes. Install db Bloc acoustical sound membrane between Rooms W336 and W337 150' of 5-line guardrail (in lieu of 4-line) at parking ramp retaining wall. Cabinet changes for all floors	\$	15,063
Mechanical Contract			\$ 113,608
#1	Addition of sump pits and domestic water service.	\$	13,222
#2	Pricing reduction for control dampers.	\$	(4,100)
#3	Design revisions to third floor and HVAC modifications.	\$	36,016
#4	Omit finned tube radiation, add CO/NO2 monitors and VFD	\$	20,956

#5	Revised ductwork routing and sizing associated with floor plan revisions. Revise boiler venting to achieve 4' separation per State inspector. Revise location of fire protection riser, fire pump, jockey pump, dry system valve and air compressor in the added fire pump room. Revise air ductwork routing and RA opening locations in IS data center room. Change location of natural gas meter and provide additional piping, etc. Ductwork revisions at W106, W107, W108 and W128. Additional sprinklers at A/V room and stair 3-STR-D. Fuel costs for temporary heating during winter construction. Fuel costs for temporary heating during winter construction. Two additional fire smoke dampers in Data Room E308. Generator coolant piping insulation. Modification of sprinkler head layout to accommodate DIRT wall system.	\$	13,072
#6		\$	4,930
#7		\$	3,023
#8		\$	5,627
#9		\$	6,392
#10		\$	2,165
#11		\$	4,881
#12		\$	4,881
#13		\$	2,543
Electrical Contract			\$ 104,550
#1	Relocate emergency generator for City Hall and Civic temporary power.	\$	12,960
#2	Design revisions to third floor.	\$	2,797
#3	Revise voltage of UPS to 480V in lieu of 208V.	\$	(3,341)
#4	Connect exhaust fan EF-8 to 20A/3P circuit breaker at HEM11 in lieu of 15A/3P circuit breaker at switchboard. Connect generator room damper motors to panel LEM11 in lieu of panel LG1.	\$	1,396
#5	IS requested revisions to training room.	\$	29,075
#6	Floor plan revisions for lighting and lighting control.	\$	1,857
#7	Electrical work associated with the added fire pump room.	\$	1,359
#8	Floor plan revisions to Commission offices.	\$	1,744
#9	Rough-ins for future panic buttons in reception areas.	\$	2,174
#10	First floor office revisions for Inspections Department.	\$	(1,303)
#11	First floor lighting revisions and third floor power/data revisions. Electrical work associated with the exterior LED lighting revisions.	\$	55,832

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: Gen#021	OWNER: <input checked="" type="checkbox"/>
Fargo City Hall	DATE: 3/6/18	ARCHITECT: <input checked="" type="checkbox"/>
Fargo, ND	ARCHITECT'S PROJECT NUMBER: 2015.49	CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	CONTRACT DATE: 6/7/16	FIELD: <input type="checkbox"/>
Olaf Anderson Construction	CONTRACT FOR: General Construction	OTHER: <input type="checkbox"/>
PO Box 2766		
Fargo, ND 58108		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

PR G21: Provide and install db Bloc acoustical sound membrane to wall between Rooms W336 and W337. Apply to W336 side of wall over stud framing and apply gypsum sheathing over membrane. Install corner to corner and from floor to top of studs. (Work to be on east wall and west wall.)

ADD \$5,600.00

RFC027: Provide, install, and paint 150' of Guardrail at the parking ramp retaining wall. Guardrail will need to be 5 line in lieu of 4.

ADD \$12,190.00

RFC028: Changes made to the cabinets per the shop drawings for all floors. This doesn't include any cost for patching walls where cabinets were to have under cabinet lighting.

DEDUCT (\$2,727.00)

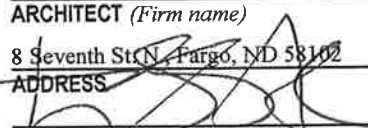
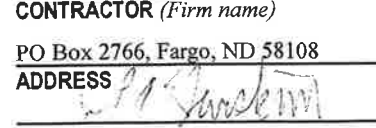
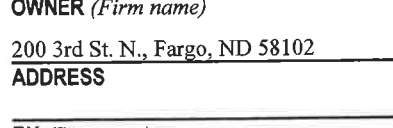
The original Contract Sum was	\$ 16,442,900.00
The net change by previously authorized Change Orders	\$ 733,666.00
The Contract Sum prior to this Change Order was	\$ 17,176,566.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 15,063.00
The new Contract Sum including this Change Order will be	\$ 17,191,629.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

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

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

T.L. Stroh Architects, Ltd	Olaf Anderson Construction	City of Fargo
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
8 Seventh St N., Fargo, ND 58102	PO Box 2766, Fargo, ND 58108	200 3rd St. N., Fargo, ND 58102
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Terry L. Stroh	John Fursten	
(Typed name)	(Typed name)	(Typed name)
3/6/18	3-8-18	
DATE	DATE	DATE



CHANGE PROPOSAL NO: PR-G21

Date sent to Contractor:

2-26-18

PROPOSAL REQUEST (NOT A CHANGE ORDER)

PROJECT: Fargo City Hall
Fargo, North Dakota

To: Olaf Anderson Construction
P.O. Box 2766
Fargo, ND 58108-2766

Attn: Lyn Narum

The cost of the following changes in your contract on the above job is hereby requested, and this form shall be completed and returned to our office as soon as possible. A breakdown of your costs shall be attached. Make three (3) copies. Keep one return two to T. L. Stroh Architects. Wait until notification before doing this work.

DESCRIPTION OF THE PROPOSED CHANGESAccess Doors:

State amount to provide and install db Bloc acoustical sound membrane to wall between Rooms W336 and W337. Apply to W336 side of wall over stud framing and apply gypsum sheathing over membrane. Install corner to corner and from floor to top of studs.

\$5,160.00

This will ADD \$ 2,800.00 to the contract price.*includes hat channel*

All work shall be equal to contract specifications.

Sign for Contractor:

By: Date: 2/27/18

*IF all product that is similar to DB Bloc is allowed
price would be \$2,000.00*

CHANGE PROPOSAL

Change Proposal #: PR G021

Date of Proposal: 2/27/18

Description of Work: Guardrail at parking Ramp

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	2	\$65.00	\$130.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Total Labor Costs:	\$130.00
Material Breakdown (use additional sheets of necessary)				
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.50%			\$0.00
			Total Material Costs:	\$0.00
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts
				\$0.00
Miller & Sons	1	LS	2530	\$2,530.00
				\$0.00
				\$0.00
				\$0.00
			Total Direct Costs:	\$2,530.00
Summary of Costs				
1. Total Labor Costs.....			\$130.00	
2. Total Material Costs.....			\$0.00	
3. Total Other Direct Costs.....			\$2,530.00	
4. Total Labor, Materials & Other Direct Costs.....			\$2,660.00	
5. Profit & Overhead (10 %) of Line 1.....			\$13.00	
6. Profit & Overhead (5%) of Line 2.....			\$0.00	
7. Profit & Overhead (5%) of Line 3.....			\$126.50	
8. Total Change Proposal Costs (lines 4, 5, 6 &7).....				\$2,799.50

Joe Jenni

From: Joe Jenni
Sent: Thursday, March 01, 2018 3:44 PM
To: lyn@olaf-anderson.com
Cc: jobsite2@olaf-anderson.com
Subject: Fargo City Hall

Lyn,

The City wants to go ahead with the db Bloc in office W336 (Mayors Office) on the east wall as well as the west wall. So I doubled your price and they approved it.

Joseph Jenni. AIA



701.239.4198—OFFICE

701.239.9643—FAX

8 Seventh Street N Fargo, ND 58102

www.tlstroh.com

Follow us



Joe Jenni

From: Gregg Schildberger <GSchildberger@FargoND.gov>
Sent: Thursday, March 01, 2018 2:59 PM
To: Joe Jenni
Cc: Donna Wiger; Terry Stroh; Gregg Schildberger
Subject: RE: Soundproofing at Mayor's Office Pricing

I spoke with Bruce – proceed with both walls for \$5,600. Thanks.

GREGG SCHILDBERGER

Manager of Communications & Public Affairs

The City of Fargo - Commission Offices

200 North Third Street

Fargo, ND 58102

GSchildberger@FargoND.gov

701.476.6671 (o) - 701.730.8758 (c)

701.476.4136 (f)

From: Joe Jenni [mailto:joej@tlstroh.com]
Sent: Wednesday, February 28, 2018 4:48 PM
To: Gregg Schildberger <GSchildberger@FargoND.gov>
Cc: Donna Wiger <donnaw@tlstroh.com>; Terry Stroh <terrys@tlstroh.com>
Subject: RE: Soundproofing at Mayor's Office Pricing

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

Gregg,

It would be twice the cost so \$5,600.00 for the two walls.

Joseph Jenni, AIA



701.239.4198—OFFICE

701.239.9643—FAX

8 Seventh Street N Fargo, ND 58102

www.tlstroh.com

Follow us:



From: Gregg Schildberger [<mailto:GSchildberger@FargoND.gov>]
Sent: Wednesday, February 28, 2018 4:36 PM
To: Joe Jenni
Cc: Donna Wiger; Terry Stroh
Subject: RE: Soundproofing at Mayor's Office Pricing

Hi Joe,

I spoke with the Mayor about this. He'd like to see a cost to also add the soundproofing between his office and the City Administrator's office as well (so both shared walls). Thanks!

GREGG SCHILDBERGER

Manager of Communications & Public Affairs

The City of Fargo - Commission Offices

200 North Third Street

Fargo, ND 58102

GSchildberger@FargoND.gov

701.476.6671 (o) - 701.730.8758 (c)

701.476.4136 (f)

From: Joe Jenni [<mailto:joej@tlstroh.com>]
Sent: Wednesday, February 28, 2018 8:39 AM
To: Gregg Schildberger <GSchildberger@FargoND.gov>
Cc: Donna Wiger <donnaw@tlstroh.com>; Terry Stroh <terrys@tlstroh.com>
Subject: Soundproofing at Mayor's Office Pricing

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

Gregg,

Donna asked me to forward this price to you to add soundproofing between the Mayor's office and the conference room. Not sure what the alternate product indicated is so I'll do some checking.

Joseph Jenni, AIA



701.239.4198—OFFICE



February 27, 2018

T.L. Stroh Architects, Ltd
8 Seventh St. N.
Fargo, ND 58102

Re: Fargo City Hall - RFC 027

Dear: Mr. Stroh,

The following is a proposed change to the original scope of work. Please review and authorize items below.

1. Provide, install, and paint 150' of Guardrail at the parking ramp retaining wall. Guardrail will need to be 5 line in lieu of 4.

Accepted Y N

Add \$12,190.00

Pricing Breakdown is attached. Excludes Structural Calculations.

Once again, we thank you for giving us the opportunity to work with you on this project. If you have any questions please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lyn Narum', is written over a horizontal line.

Lyn Narum
Construction Manager
Olaf Anderson Construction, Inc.

Accepted by: _____

Date: _____

CHANGE PROPOSAL

Change Proposal #: RFC 027

Date of Proposal: 2/27/18

Description of Work: Guardrail at parking Ramp

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	2	\$65.00	\$130.00
Labor	1	16	\$55.00	\$880.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Labor Costs:				\$1,010.00
Material Breakdown (use additional sheets of necessary)				
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts
				\$0.00
				\$0.00
Red River Fab	1	LS	\$8,120.00	\$8,120.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.50%			\$609.00
Total Material Costs:				\$8,729.00
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts
				\$0.00
Trail Painting	1	LS	1825	\$1,825.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Direct Costs:				\$1,825.00
1. Total Labor Costs.....				
			\$1,010.00	
2. Total Material Costs.....				
			\$8,729.00	
3. Total Other Direct Costs.....				
			\$1,825.00	
4. Total Labor, Materials & Other Direct Costs.....				
			\$11,564.00	
5. Profit & Overhead (10 %) of Line 1.....				
			\$101.00	
6. Profit & Overhead (5%) of Line 2.....				
			\$436.45	
7. Profit & Overhead (5%) of Line 3.....				
			\$91.25	
8. Total Change Proposal Costs (lines 4, 5, 6 & 7).....				
				\$12,192.70



Red River Fabricating Inc.

109 8th Avenue NW • West Fargo, ND 58078
P: 701-282-7590 • F: 701-282-7591

2/8/18

Project Ref:

To: LYN
From: Chris

Additional Railing
At Concrete
Curb wall
City Hall
Fargo, ND

Material Quotation Only For Below

QTY

Material

Length

* (1)

* 5 Line Rail At pitch

150'-0"

Straight Segments

3 1/2" top line pipe

1 1/4" intermediate pipes

* 1 1/4" posts 5'-0" o.c.

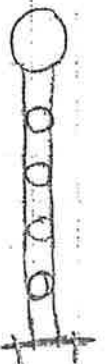
w/ 6"x6" x 1/4" base plate

w/ 4 screw anchors

Field measured & approved design

Primed gray steel

Price \$8,120.00



Option A

(1)

* 4 Line Rail At pitch

150'-0"

Straight Segments

3 1/2" top line pipe

1 1/4" intermediate pipes

* 1 1/4" posts 7'-0" o.c.

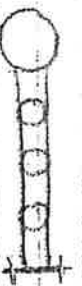
w/ 6"x6" x 1/4" base plate

* w/ 2 screw anchors

Field measured & approved design

Primed gray steel

Price \$6,580.00



W/ 11 W/16
verified in field

W/16



March 5, 2018

T.L. Stroh Architects, Ltd
8 Seventh St. N.
Fargo, ND 58102

Re: Fargo City Hall - RFC 028

Dear: Mr. Stroh,

The following is a proposed change to the original scope of work. Please review and authorize items below.

1. Changes made to the cabinets per the shop drawings for all floors. This doesn't include any cost for patching walls where cabinets where to have under cabinet lighting.

Accepted Y N

Deduct (\$2,727.00) — —

Pricing Breakdown is attached. Excludes Structural Calculations.

Once again, we thank you for giving us the opportunity to work with you on this project. If you have any questions please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lyn Narum', is written over a horizontal line.

Lyn Narum
Construction Manager
Olaf Anderson Construction, Inc.

Accepted by: _____

Date: _____

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	6	\$65.00	\$390.00
Labor	1	-16	\$55.00	-\$880.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Labor Costs:				-\$490.00
Material Breakdown (use additional sheets of necessary)				
Material Description:	Quantity	Unit	Unit Cost	Materials Amounts
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Tax	7.50%			\$0.00
Total Material Costs:				\$0.00
OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quantity	Unit	Unit Cost	Other Cost Amounts
				\$0.00
Northern Woodwok	1	LS	-2084	-\$2,084.00
				\$0.00
				\$0.00
				\$0.00
Total Direct Costs:				-\$2,084.00
1. Total Labor Costs.....-\$490.00				
2. Total Material Costs.....\$0.00				
3. Total Other Direct Costs.....-\$2,084.00				
4. Total Labor, Materials & Other Direct Costs.....-\$2,574.00				
5. Profit & Overhead (10 %) of Line 1.....-\$49.00				
6. Profit & Overhead (5%) of Line 2.....\$0.00				
7. Profit & Overhead (5%) of Line 3.....-\$104.20				
8. Total Change Proposal Costs (lines 4, 5, 6 &7).....-\$2,727.20				

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Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: Mech-012	OWNER: <input checked="" type="checkbox"/>
Fargo City Hall	DATE: 3/1/18	ARCHITECT: <input checked="" type="checkbox"/>
Fargo, ND		CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 2015.49	FIELD: <input type="checkbox"/>
Robert Gibb & Sons	CONTRACT DATE: 6/7/16	OTHER: <input type="checkbox"/>
205 40 th St SW	CONTRACT FOR: Mechanical Construction	
Fargo, ND 58103		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

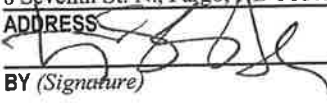


Generator coolant piping insulation.
ADD \$4,881.00

The original Contract Sum was	\$ 3,447,000.00
The net change by previously authorized Change Orders	\$ 106,184.00
The Contract Sum prior to this Change Order was	\$ 3,553,184.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,881.00
The new Contract Sum including this Change Order will be	\$ 3,558,065.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

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

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

<u>T.L. Stroh Architects, Ltd</u>	<u>Robert Gibb & Sons</u>	<u>City of Fargo</u>
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
<u>8 Seventh St. N., Fargo, ND 58102</u>	<u>205 40th St SW Fargo, ND 58103</u>	<u>200 3rd St. N., Fargo, ND 58102</u>
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
<u>Terry L. Stroh</u>	<u>Ed Thvedt</u>	<u></u>
(Typed name)	(Typed name)	(Typed name)
<u>3/1/18</u>	<u>3/2/18</u>	<u></u>
DATE	DATE	DATE



2011 Great Northern Drive
FARGO, NORTH DAKOTA 58102
PHONE: 701.282.5900
FAX: 701.281.0819

February 14, 2018

T.L. Stroh
Mr. Terry Stroh
8 Seventh St. N.
Fargo, ND 58102

RE: New Fargo City Hall
RFI M26

Dear Mr. Stroh

Please find listed below our costs associated with RFI M26, Generator coolant piping insulation.

Piping Insulation:	\$ 4,180
--------------------	----------

Subtotal:	<u>\$ 4,180</u>
Overhead:	\$ 418
Profit:	\$ 230
Bond:	<u>\$ 53</u>

Grand Total Add:	<u>\$ 4,881</u>
------------------	-----------------

Please contact our office with any questions or concerns at 701.282.5900.

Sincerely,
ROBERT GIBB & SONS, INC.

Ed Thvedt



February 14, 2018

Robert Gibb & Sons, Inc.
205 40 St. Southwest, P.O. Box 10188
Fargo, ND 58103
Fax: (701) 281-0819

RE: Fargo City Hall – PR-M26 Generator Coolant Piping
Fargo, ND

Dear Ed,

Here are the cost changes for PR-M26.

The base bid price for the labor and material on the above referenced project is:

PR-M26 (ADD): \$ 4,180.00

Clarifications: -We have figured only ASJ Fiberglass Insulation on the interior piping and no additional aluminum or PVC jacketing.
-We have figured aluminum jacketing on the exterior piping as specified.

If you have any questions or should any additional information be required, please do not hesitate to contact me at 701-297-8813.

Sincerely,

Jeff Palmer
Project Manager/Estimator

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: Mech-013	OWNER: <input checked="" type="checkbox"/>
Fargo City Hall	DATE: 3/9/18	ARCHITECT: <input checked="" type="checkbox"/>
Fargo, ND		CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 2015.49	FIELD: <input type="checkbox"/>
Robert Gibb & Sons	CONTRACT DATE: 6/7/16	OTHER: <input type="checkbox"/>
205 40 th St SW	CONTRACT FOR: Mechanical Construction	
Fargo, ND 58103		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Modify sprinkler head layout on 3rd floor to accommodate full height DIRT wall system.
ADD \$2,543.00

The original Contract Sum was	\$	3,447,000.00
The net change by previously authorized Change Orders	\$	111,065.00
The Contract Sum prior to this Change Order was	\$	3,558,065.00
The Contract Sum will be increased by this Change Order in the amount of	\$	2,543.00
The new Contract Sum including this Change Order will be	\$	3,560,608.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

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

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

<u>T.L. Stroh Architects, Ltd</u>	<u>Robert Gibb & Sons</u>	<u>City of Fargo</u>
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
<u>8 Seventh St. N., Fargo, ND 58102</u>	<u>205 40th St SW Fargo, ND 58103</u>	<u>200 3rd St. N., Fargo, ND 58102</u>
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
<u>Terry L. Stroh</u>	<u>Ed Muedt</u>	
(Typed name)	(Typed name)	(Typed name)
<u>3/9/18</u>	<u>4/12/18</u>	
DATE	DATE	DATE



2011 Great Northern Drive
FARGO, NORTH DAKOTA 58102
PHONE: 701.282.5900
FAX: 701.281.0819

April 9, 2018

T.L. Stroh
Mr. Terry Stroh
8 Seventh St. N.
Fargo, ND 58102

RE: New Fargo City Hall
3rd Floor DRITT Wall System

Dear Mr. Stroh

Please find listed below our costs associated with modifying sprinkler head layout on 3rd floor to accommodate full height DRITT wall system.

Nova Fire Protection

\$ 2,180

Subtotal:	<u>\$ 2,180</u>
Overhead:	\$ 218
Profit:	\$ 120
Bond:	<u>\$ 25</u>
Grand Total Add:	\$ 2,543

Please contact our office with any questions or concerns at 701.282.5900.

Sincerely,
ROBERT GIBB & SONS, INC.

Ed Thvedt

NOVA FIRE PROTECTION, INC.

304 41st Street S * Fargo, ND 58103 * Ph. 701-282-0268 * F. 701-282-0702

4/9/2018

ATTN: ED THVEDT
ROBERT GIBB AND SONS
2011 GREAT NORTHERN DRIVE N
FARGO, ND 58102

Re: **CHANGE-ORDER # 5**
FARGO CITY HALL - FARGO, ND
Ref: **3RD FLOOR DRITT WALL SYSTEM**

SCOPE: We propose the following changes to the sprinkler system at the project referenced above:

Modify fire sprinkler head layout on 3rd floor (add and relocate heads) to accommodate full height DRITT wall system per plans dated 3/26/2018.

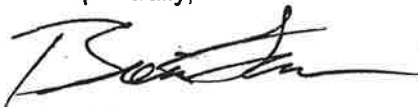
Items NOT included in this proposal:

N/A

Our price increase for the changes listed above is..... **\$2,180.00**

Acceptance: Please indicate your acceptance of this Change-Order by endorsing it below and return it to NOVA. If you have any questions please contact our office at 701-282-0268.

Respectfully,



Brent Larson
Project Manager

Accepted By: _____

Date: _____

Signature: _____

PO #: _____

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: Elec#011	OWNER: <input checked="" type="checkbox"/>
Fargo City Hall	DATE: 3/2/18	ARCHITECT: <input checked="" type="checkbox"/>
Fargo, ND		CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 2015.49	FIELD: <input type="checkbox"/>
Sun Electric Inc	CONTRACT DATE: 6/7/16	OTHER: <input type="checkbox"/>
411 39 th St NW	CONTRACT FOR: Electrical Construction	
Fargo, ND 58102		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

E16R: Labor and material for electrical work associated with the exterior LED accent lighting revisions. Estimated lead time of materials furnished by Indigo Signworks is 3 to 4 weeks after approval.
ADD \$55,832.00

The original Contract Sum was	\$	2,607,000.00
The net change by previously authorized Change Orders	\$	48,718.00
The Contract Sum prior to this Change Order was	\$	2,655,718.00
The Contract Sum will be increased by this Change Order in the amount of	\$	55,832.00
The new Contract Sum including this Change Order will be	\$	2,711,550.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

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

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

T.L. Stroh Architects, Ltd	Sun Electric Inc	City of Fargo
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
8 Seventh St. N., Fargo, ND 58102	411 39 th St NW Fargo, ND 58102	200 3rd St. N., Fargo, ND 58102
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Terry L. Stroh	Harold Chyle	
(Typed name)	(Typed name)	(Typed name)
3/2/18	3-7-2018	
DATE	DATE	DATE



Industrial - Commercial

February 14, 2018

T.L. Stroh
Mr. Terry Stroh
8 Seventh St. N
Fargo, ND 58102

Re: New Fargo City Hall

Proposal Request – E16R

Proposal is labor and material for electrical work associated with the Exterior LED Accent Lighting Revisions as described in PR E16R. Estimated lead time of materials furnished by Indigo Signworks is 3-4 weeks after approval.

Proposed Price-----Add \$55,832.00

Respectfully submitted,



Tyler Wanzek
Project Manager



PROPOSAL REQUEST – E16R

Date	02-01-18
Project #	2015231
Project Name	New Fargo City Hall
Project Location	Fargo, ND
Description	Exterior LED Accent Lighting Revised

Please submit an itemized quotation for the change(s) described below to the proposed modifications to the Contract Documents. Cost proposal to include a detailed itemized breakdown indicating the specific amounts, lengths, quantities, types, sizes, etc. of material including labor, O&P, taxes, and other incidental charges to be used. Proposal shall also indicate credits, deducts, and/or offsets for material and labor originally included in contract. THIS IS NOT A CHANGE ORDER OR DIRECTION TO PROCEED WITH WORK STATED HEREIN.

ITEM NO. 1 SHEET E2.10

E128 – Commission Chambers building exterior

1. Provide LED Accent Lighting as indicated on drawing.
 - a. There are three sets of four “frames” for future locations of art located on three exterior sides of the Commission Chambers.
 - b. There will be a total of 12 “frames” of LED accent lighting frames.

E128 – Commission Chambers building interior

1. Provide all power and controls for the LED accent lighting as indicated on drawing.
 - a. All control boxes, power wiring and control cabling is to be concealed within walls and above ceilings.

Description of work to be included in PR E16 Revised

1. LED accent lighting to be mounted on exterior of building.
2. Control of the LED accent lighting shall be via switched zones connected to the digital low voltage lighting control system.
3. Division 26 shall provide the following:
 - a. All line voltage power connections to LED accent lighting power supplies
 - b. All digital low voltage lighting control system connections and additional devices/interfaces required to connect and control LED accent lighting.
 - c. (1) 1” seal tight conduits routed from power supply enclosure thru penetration to exterior wall surface. This raceway shall be used for the routing of low voltage wiring from the power supplies to the LED accent lighting mounted on the exterior of the building.
4. The LED accent lighting sub-contractor shall include in the price the following:
 - a. Furnishing and installing all LED lighting on the exterior walls as indicated on the drawings:

BUILDING SYSTEMS CONSULTANTS

FARGO
2201 12th St. N Suite E
701.280.0500

GRAND FORKS
311 4th St. S Suite 203
701.775.2594

BISMARCK
233 West Rossar Ave.
701.222.0520

ALEXANDRIA
503 Hawthorne St. Suite 141
320.846.0300

MINNEAPOLIS
1400 Van Buren St. NE Suite 130
877.380.0501

- b. Furnishing and installing all power supplies and power supply enclosures required for the LED accent lighting.
- c. Furnishing and installing all low voltage wiring between power supplies and LED accent lighting.
- d. The contact person for LED accent lighting is:

Eric Klebe
Indigo Signworks, Inc.
1622 Main Avenue
Fargo, North Dakota 58103
Office phone: (701) 297-9696
Mobile phone: (701) 729-1355
Email: eric.klebe@indigosignworks.com

- e. Any questions regarding the furnishing and installing of the LED accent luminaires and associated power supplies and enclosures shall be sent to Eric Klebe.
5. Division shall include the pricing of the subcontractor in the proposal request pricing.

Respectfully,
Obermiller Nelson Engineering, Inc.

Tony Nelson

Attachment(s): New Drawing Sheets E2.11 and E6.8; Luminaire Cutsheets for types XN36 and XN48;
Lighting Controller Cutsheet.

Cc: TLS, ONE File

OBERMILLER NELSON ENGINEERING

FARGO
2201 12th St. N Suite E
701.280.0500

GRAND FORKS
311 4th St. S Suite 203
701.775.2594

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MINNEAPOLIS
1400 Van Buren St. NE Suite 130
877.380.0501

ROOM E128 LIGHTING CONTROL LOAD SCHEDULE				
ZONE	LOAD DESCRIPTION	LOAD TYPE	LOAD VOLTAGE	REMARKS
a	TYPE G1 RECESSED DOWNLIGHTS	O-10VDC DIMMING	277 V	1, 2
b	TYPE G3 RECESSED DOWNLIGHTS	O-10VDC DIMMING	277 V	1, 2
c	TYPE B2H LUMINAIRES (WALK THRU LIGHTING)	O-10VDC DIMMING	277 V	1, 2, 3
d	TYPE B2H LUMINAIRES	O-10VDC DIMMING	277 V	1, 2
e	TYPE J2-X LUMINAIRES (BACK OF ROOM)	O-10VDC DIMMING	277 V	1, 2
f	TYPE J2-X LUMINAIRES (FRONT OF ROOM)	O-10VDC DIMMING	277 V	1, 2
g	TYPE H1 & H2 ACCENT LUMINAIRES	O-10VDC DIMMING	277 V	1, 2
h	TYPE J1-X LUMINAIRES (ABOVE COUNTER)	O-10VDC DIMMING	277 V	1, 2
j	TYPE 'C3' WALKWAY LUMINAIRES	O-10VDC DIMMING	277 V	1, 2
k	TYPE T' POWER SUPPLY (CEILING SOFFIT)	O-10VDC DIMMING	277 V	1, 2
m	TYPE T' POWER SUPPLY (COMMISSION DESK)	O-10VDC DIMMING	277 V	1, 2
n	TYPE B2H EAST DAY LIGHTING ZONE	O-10VDC DIMMING	277 V	1, 2
p	TYPE B2H WEST DAY LIGHTING ZONE	O-10VDC DIMMING	277 V	1, 2
q	TYPE B2H SOUTH DAY LIGHTING ZONE	O-10VDC DIMMING	277 V	1, 2
r	EXTERIOR LED ACCENT LIGHTING SOUTH/WEST	SWITCHED	120 V	1, 2
s	EXTERIOR LED ACCENT LIGHTING SOUTH/WEST	SWITCHED	120 V	1, 2

PR E16

SCHEDULE NOTES:

1. PROVIDE DEVICE TO MATCH OPERATING VOLTAGE OF LOADS CONTROLLED.
2. PROVIDE 24 VDC DIGITAL POWER PACK WITH INPUT TO MATCH LIGHTING FIXTURE VOLTAGE, SWITCHING CONTACT RATED FOR 20A. BALLAST.
3. PROVIDE UL 924 EMERGENCY BYPASS TRANSFER DEVICE.

SEQUENCE NOTES:

1. CONTROL SEQUENCE: UPON ENTERING ROOM #E128, THE CEILING MOUNTED OCCUPANCY SHALL AUTOMATICALLY TURN ON ZONE 'r' (TYPE B2H WALK THRU LIGHTS). THE REMAINDER OF THE SCENES SHALL BE CONTROLLED VIA A WALL CONTROL SWITCH. ALL SCENES SHALL BE SET TO 100 PERCENT UNTIL FINAL SYSTEM SET UP AND PROGRAMMING IS COMPLETED ON SITE.

Bid Summary Report

Fargo City Hall Estimator: Ryan

Job #812

Job Name: Fargo City Hall

Contractor:

Estimator: Ryan

Notes:

Bid Date: 5/26/16

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
PR E16R	\$1,824.49	100.00%	\$1,824.49	118.92	100.00%	118.92

Top Sheet

Raw Cost	\$47,384.67	Sales per Month	\$0.00
Tax	\$277.46	Return per Month	\$0.00
Raw Cost with Tax	\$47,662.13	Price per Square Foot	\$0.00
Overhead	\$4,738.47	Hours per Square Foot	0.00
Profit	\$2,606.16	Square Feet	0.00
Total Return Amount	\$7,344.62	Job Months	0.00
Total Return %	13.15%	Hours per Week	40.00
Price	\$55,006.76	Workers per Day	0.00
Bond	\$825.10	Total Hours	118.92
Sell Price	\$55,831.86	Mark Up Sales Tax	No
Adjusted Sell ()	\$0.00	Use Bond Table	Yes
Adjusted Sell Return 0.00 %	\$0.00		

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		Labor Cost
				Rate	Percent	
ND Journeyman	100.00%	118.92	\$60.00	\$0.00	0.00%	\$7,135.18
Totals	100.00%	118.92	\$60.00	\$0.00	0.00%	\$7,135.18

Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	\$1,824.49	+ 10.00%	\$2,006.94	+ 5.00%	\$2,107.29	
Labor	\$7,135.18	+ 10.00%	\$7,848.69	+ 5.00%	\$8,241.13	
Supplier Quotes	\$1,875.00	+ 10.00%	\$2,062.50	+ 5.00%	\$2,165.63	
SubContractors	\$34,950.00	+ 10.00%	\$38,445.00	+ 5.00%	\$40,367.25	
Direct Job Expense	\$400.00	+ 10.00%	\$440.00	+ 5.00%	\$462.00	
Equipment Rental	\$1,200.00	+ 10.00%	\$1,320.00	+ 5.00%	\$1,386.00	

Bid Summary Report

Fargo City Hall Estimator: Ryan

Job #812

Totals	\$47,384.67	10.00%	\$52,123.14	5.00%	\$54,729.29
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Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$1,824.49	7.50%	\$136.84
Labor	\$7,135.18	0.00%	\$0.00
Supplier Quotes	\$1,875.00	7.50%	\$140.63
SubContractors	\$34,950.00	0.00%	\$0.00
Direct Job Expense	\$400.00	0.00%	\$0.00
Equipment Rental	\$1,200.00	0.00%	\$0.00
		Total Tax:	\$277.46

Supplier Quotes

Name	Supplier	Tax (7.5 %)	Unit Cost Multiplier	Amount
Fixtures/ Controls	Graybar	Yes	\$1,875.00 1.00	\$1,875.00
			Total:	\$1,875.00

SubContractors

Name	Supplier	Tax (0.0 %)	Unit Cost Multiplier	Amount
LED Lighting	Indigo Signworks	Yes	\$34,950.00 1.00	\$34,950.00
			Total:	\$34,950.00

Direct Job Expense

Name	Supplier	Tax (0.0 %)	Unit Cost Multiplier	Amount
Electrical Inspections	NDSEB	No	\$400.00 1.00	\$400.00
			Total:	\$400.00

Equipment Rental

Name	Supplier	Tax (0.0 %)	Unit Cost Multiplier	Amount
manlift		No	\$1,200.00 1.00	\$1,200.00
			Total:	\$1,200.00

Job Name: Fargo City Hall
 Job Number: 812
 Extension Name: PR E16R

Item Name	Quantity	Price 2	U	Ext Price 2	NECA 3	U	Labor 3 Ext	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined									
12 THHN CU SOLID	1,280.00	\$162.77	M	\$1,824.49			118.92	100 %	100 %
3/4 EMT	340.00	\$76.23	C	\$208.35	7.98	M	10.21		
3/4 EMT CONN S/S	33.00	\$37.16	C	\$259.19	6.65	C	22.61		
3/4 EMT COUP S/S	34.00	\$43.53	C	\$12.26	0.13	E	4.39		
3/4 EMT 1 HOLE STRAP	2.50	\$25.18	C	\$14.80	0.07	E	2.26		
3/4 EMT STRUT STRAP	40.00	\$156.89	C	\$0.63	5.32	C	0.13		
1-5/8" UNISTRUT	100.00	\$328.45	C	\$62.75	3.99	C	1.60		
1/4 MALL BEAM CLAMP	24.00	\$112.89	C	\$328.45	9.31	C	9.31		
1 FLEX WP	200.00	\$333.67	C	\$27.09	19.95	C	4.79		
1 FLEX WP CONN	24.00	\$804.81	C	\$667.34	9.98	C	19.95		
4/S BOX 2-1/8" DP PLAIN	1.00	\$231.20	C	\$193.15	31.92	C	7.66		
4/S SG MUD RING 5/8"DP	1.00	\$99.91	C	\$2.31	39.90	C	0.40		
4 11/16 BOX	6.00	\$370.27	C	\$1.00	19.95	C	0.20		
4 11/16 BLANK COVER	6.00	\$132.44	C	\$22.22	46.55	C	2.79		
1" Core Drill	12.00	\$0.00	X	\$7.95	10.64	C	0.64		
CAT5E	50.00	\$220.00	M	\$0.00	1.33	E	15.96		
RJ45 ends	6.00	\$1.00	E	\$11.00	20.86	M	1.04		
Install LED Power Pack enclosure	6.00	\$0.00	X	\$6.00	0.45	E	2.68		
Digital Power Pack	2.00	\$0.00	Q	\$0.00	1.49	E	8.94		
LV Override switch	1.00	\$0.00	Q	\$0.00	1.12	E	2.24		
				\$0.00	1.12	E	1.12		
				\$1,824.49			118.92		

INDIGO SIGNWORKS, INC

P.O. Box 1476 | Fargo, ND 58107-1476
 1622 Main Avenue | Fargo, ND 58103
 tel: 701.297.9696 | fax: 701.297.9697
 www.indigosignworks.com

PROPOSAL Proposal #: 55080

Proposal Date: 02/08/18
 Customer #: CRM027319
 Page: 1 of 3

SOLD TO:	JOB LOCATION:
City of Fargo (Sun Electric Inc.) 200 3rd St N Fargo ND 58103	City of Fargo (Sun Electric Inc.) 200 3rd St N Fargo ND 58103
	REQUESTED BY: Tyler Wanzek

INDIGO SIGNWORKS - FARGO (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #49182-1 Provide and Install Qty 552 Feet of Static White Sloan Colorline for Sun Electric. Indigo to Perform all of the secondary wiring to the power supplies. This does not include a final electrical connection. Bid assumes access for secondary wiring of colorline. (3200K white color has been chosen.)	\$34,950.00	\$34,950.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$34,950.00

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS) Credit Card Transactions of \$500.00 and over will be charged a 2% Transaction Fee. Indigo Signworks accepts Checks, ACH, and Debit Cards without a Transaction Fee.

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

PROGRESS PAYMENTS MAY BE REQUIRED FOR PROJECTS THAT REQUIRE AN EXTENDED DELIVERY TIME.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

COMPANY INITIALS _____

CUSTOMER INITIALS _____

INDIGO SIGNWORKS, INC

P.O. Box 1476 | Fargo, ND 58107-1476
1622 Main Avenue | Fargo, ND 58103
tel: 701.297.9696 | fax: 701.297.9697
www.indigosignworks.com

PROPOSAL Proposal #: 55080

Proposal Date: 02/08/18
Customer #: CRM027319
Page: 2 of 3

TERMS AND CONDITIONS

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, INDIGO SIGNWORKS - FARGO MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES
2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT AFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. INDIGO SIGNWORKS - FARGO SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALE WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TESS TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK, OR UNFORESEEN CIRCUMSTANCES CREATING ADDITIONAL RESOURCES ARE ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT AND/OR SIGNIFICANT LABOR IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
8. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, FOR A PERIOD OF ONE YEAR (1) YEAR, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY WILL BE GUARANTEED FOR 60 DAYS FROM INSTALL DATE. LED LIGHTING AND POWER SUPPLIES WILL BE COVERED FOR AN ADDITIONAL 2 YEARS, EXCLUDING LABOR TO REPLACE THE COMPONENTS. LED ROPE LIGHTING WILL HAVE A 1 YEAR WARRANTY FOR COMPONENTS AND 90 DAYS FOR LABOR. THE COST OF LABOR WILL BE CHARGED AT STANDARD INDIGO SIGNWORKS HOURLY RATES FOR REPLACEMENT AND TRAVEL. THIS WARRANTY DOES NOT APPLY TO VANDALISM, MISUSE, OR ACTS OF GOD.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____

INDIGO SIGNWORKS, INC

P.O. Box 1476 | Fargo, ND 58107-1476

1622 Main Avenue | Fargo, ND 58103

tel: 701.297.9696 | fax: 701.297.9697 | www.indigosignworks.com

DEPOSIT INVOICE

Invoice #: DP55080

Inv Date: 02/08/18

Customer #: CRM027319

Page: 3 of 3

SOLD TO:	JOB LOCATION:
City of Fargo (Sun Electric Inc.) 200 3rd St N Fargo ND 58103	City of Fargo (Sun Electric Inc.) 200 3rd St N Fargo ND 58103 REQUESTED BY: Tyler Wanzek

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Tyler Wanzek		Eric Klebe	02/08/18	50.0% Due Upon Receipt	02/28/18

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<p>QUOTE #49182-1 Provide and Install Qty 552 Feet of Static White Sloan Colorline for Sun Electric. Indigo to Perform all of the secondary wiring to the power supplies. This does not include a final electrical connection. Bid assumes access for secondary wiring of colorline. (3200K white color has been chosen.)</p> <p style="text-align: right;">TOTAL PROPOSAL AMOUNT *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***</p>	\$34,950.00	\$34,950.00
PLEASE PAY THIS DEPOSIT AMOUNT:			\$17,475.00



2805 3RD AVE N
FARGO ND 58102-4020
Phone: 701-237-0107
Fax: 701-237-9261

To: SUN ELECTRIC INC
411 39TH ST NW
FARGO ND 58102-3972
Attn: TYLER
Phone: 701-281-9140
Fax: 701-281-9194
Email: DEAN.ZASTOUPIL@GRAYBAR.COM

Date: 02/09/2018
Proj Name: CITY HALL PR E16R LIGHTING
GB Quote #: 0229411969
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 02/09/2018
Valid To: 03/11/2018
Contact: DEAN ZASTOUPIL
Email: dean.zastoupil@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1 EA	LITHONIA LTG	LOT LIGHTING CONTROLS		\$375.00	1	\$375.00
Item Note: TWO DIGITAL POWERPACKS TO CONTROL ZONES R AND S ONE DIGITAL OVER RIDE WALL SWITCH THE INDIGO LIGHTS ARE NOT INCLUDED								
200		1 EA	LITHONIA LTG	ADDER FOR FACTORY STARTUP IF NEEDED		\$1,500.00	1	\$1,500.00
Item Note: IF THIS CHANGE ORDER IS ACCEPTED AND INSTALLED BEFORE FACTORY STARTUP ON THE REST OF THE SYSTEM, THE FACTORY WILL PROGRAM THESE ADDITIONAL DEVICES AT NO ADDITIONAL CHARGE. IF THE FACTORY HAS TO MAKE A SEPARATE TRIP TO PROGRAM THE SYSTEM FOR THESE ADDITIONAL CONTROLS, ADD 1500.00 LOT FOR ANOTHER TRIP FOR FACTORY STARTUP.								

Total in USD (Tax not included): \$1,875.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.



PUBLIC WORKS OPERATIONS

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

April 18, 2018

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

Re: 2018 FARGO/CASS COUNTY MOSQUITO CONTROL AGREEMENT

Commissioners:

Enclosed please find the Fargo/Cass Mosquito Control Agreement for the 2018 mosquito season. At this time, the enclosed contract has been fully reviewed and approved by city staff. The Fargo contract costs have remained consistent with the 2017 contract and no changes have been made.

All funding associated with the enclosed agreement has been fully accounted for within the 2018 vector control budget.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Mosquito Control Agreement with Cass County for 2018.

Respectfully submitted,

Ben Dow
Director of Operations



2018 MOSQUITO CONTROL AGREEMENT
CITY OF FARGO AND CASS COUNTY GOVERNMENT

This is an agreement to formalize the partnership for mosquito control between the City of Fargo and Cass County Government during the 2018 mosquito control season. The agreement is made between the City of Fargo, whose office is located at 200 North 3rd Street, Fargo, North Dakota 58102, hereinafter CITY, and Cass County Government whose office is 211 Ninth Street, Fargo, ND 58018 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

1. COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2018 season, approximately \$713,700 in Vector Control Mill funds has been designated for the Countywide Vector Program. COUNTY funds will be used within the CITY and in surrounding areas with the objective being to distribute products and services commensurate with the source of revenue.
2. In addition to service provided in paragraph 1, COUNTY will provide services within the CITY and adjacent area for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, spraying mosquitoes in and surrounding Fargo including parks and schools, inspection of public and private property, collection of mosquito traps for population monitoring. The COUNTY Vector Director will provide technical direction and coordination of these activities. The Vector Director will also work in cooperation with CITY officials to provide other technical and administrative assistance as necessary.
3. CITY agrees to provide funding to support the activities referred to in paragraph 2. The total cost for these activities is \$290,000. Estimated start date and end dates for activities is April 15th to October 1st respectively.
4. COUNTY will provide monthly statements to CITY of time and materials, and invoice CITY monthly.
5. CITY agrees to fund the cost of city-wide adult mosquito spraying at \$3,000 per full application. Estimate between 5 and 10 applications per season dependent upon conditions. Adult mosquito spraying will be invoiced monthly.
6. If funding needed to maintain activities in paragraph 2 and paragraph 5 is forecasted to exceed \$302,000 COUNTY must provide CITY with written notice requesting contract adjustment 14 days prior to contract funding shortfall. All COUNTY contract adjustments will receive acceptance or rejection through written notice by CITY within 10 days of request. Failure by CITY to respond to COUNTY within 10 days of request will constitute CITY acceptance of contract adjustments.

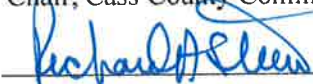
All requests for contract adjustments shall be submitted to:

Fargo Public Works
402 23rd Street N.
Fargo, ND 58102

7. If COUNTY fails to comply with paragraph 6, all costs associated with activities outlined in paragraph 2 exceeding contracted dollar amounts will be the sole responsibility of COUNTY to fund.

8. COUNTY will fund up to \$73,000 for one (1) aerial spray application or comparable partial applications within the metro area including within CITY limits and surrounding area when determined necessary.
9. CITY agrees to fund any additional costs for aerial spraying above or beyond paragraph 8 when CITY requests the contracted services of an aerial applicator. COUNTY will coordinate the aerial spray operation upon the CITY's approval or after expressed written permission is given by the CITY authorizing the Vector Control Director as its agent to make the determination.
10. COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any party from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
11. CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the CITY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission



Date

4-16-18

Mayor, City of Fargo

Date



PUBLIC WORKS OPERATIONS

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

April 18, 2018

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

RE: Park District Property License Agreement

Commissioners:

Enclosed for your review and approval, please find a Property License Agreement (Agreement) between the Fargo Park District (Parks) and the City of Fargo. In the fall of 2017, Mr. Dave Leker from Parks contacted Public Works staff about entering into an Agreement that would allow for the establishment of a single track off road bike trail along the Red River corridor on city owned flood buyout properties. With the assistance of Fargo Moorhead Trailbuilders (FMT), the enclosed Agreement will allow Parks to extend their current off road trail system to include the area between 42nd Avenue S. and 58th Avenue S. along the Red River. As part of the Agreement, Parks will maintain all areas associated with the off road bike trail along with indemnify and hold the City harmless from all claims arising from the Parks use of the property.

The City Attorney's office has prepared the enclosed License Agreement and at this time, we are ready to move forward with commission authorization.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Property License Agreement between the Fargo Park District and the City of Fargo.

Respectfully submitted,

Benjamin Dow
Director of Operations

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”), made and entered into effective the ____ day of _____, 2018, between **THE CITY OF FARGO**, a municipal corporation, whose post office address is 200 3rd Street North, Fargo, North Dakota, 58102 (“City”) and **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, whose address is 701 Main Avenue, Fargo, North Dakota 58103 (“Park District”).

WHEREAS, City owns the property described in paragraph 1 below (the “Property”); and

WHEREAS, Park District is the owner of or has access to land adjacent or connecting to the Property; and

WHEREAS, Park District desires to use the Property for public recreation and, with the assistance of Fargo Moorhead Trailbuilders (“FMT”), to develop a single track biking trail to enhance Park District facilities for the citizens of and the visitors to the Fargo area; and

WHEREAS, City and Park District wish to enter into this Agreement to allow for the use by Park District of the Property under the terms and conditions hereinafter stated.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. Grant of License - Description of Premises. City hereby grants to Park District a license to occupy and use, subject to all of the terms and conditions hereof, the Property described in Exhibit A attached hereto and incorporated by reference herein and located in Government Lot 5 located in the Northeast Quarter (NE¼) of Section One (1), Township One Hundred Thirty-eight North (T138N), Range Forty Nine West (R49W) of the Fifth Principal Meridian, Cass County, North Dakota.

2. Limitation to Described Purpose. The Property may be occupied and used by Park District for a single track biking trail. No permanent structures shall be construed on the Property by the Park District, nor shall any trees be removed, but the Property may be improved as a bike trail. This license constitutes a surface license only.

3. Use of Property and Prohibited Activities. Park District accepts the Property "AS IS". Park District may improve the Property consistent with the terms of paragraph 4 below and the attached Exhibit B. Accordingly, City shall not be responsible for any repairs of any kind, and if the Property should become unusable because of flooding or other natural phenomena, Park District's sole remedy is to remove its improvements and vacate the Property. Park District shall maintain the Property directly adjacent (10' either side of the trail) to any trail, while it is utilizing the same under this Agreement. Such maintenance shall include all grass mowing, weed treatment (as required), removal of hazardous trees or deadfall, as well as maintenance of bike trails and related temporary improvements, if any. Subject to the provisions of paragraph 4 below and Exhibit B attached hereto and incorporated by reference herein, Park District agrees not to further alter the Property in any manner without the prior written permission of City, which permission shall not be unreasonably withheld.

4. Construction. Park District is solely responsible to develop the specifications, to procure bids, site preparation for the construction of the bike trail, the bidding process and, ultimately, the construction of the bike trail and all other site improvements. Notwithstanding the above, City acknowledges that the Park District has or will enter into a separate agreement with FMT, whose volunteers will assist in the construction and maintenance of the bike trails.

A proposed design and any additional construction information are contained on Exhibit B attached hereto.

5. Period of License/Termination. The term of this Agreement shall be through December 31, 2030, subject to City having a right to terminate the Agreement at any time (on notice to Park District) if (1) the Property is to be permanently altered for flood protection purposes by the City of Fargo; (2) the City determines the Property is necessary for a public purpose other than flood control; and (3) if Park District fails to maintain the installation and required maintenance is not completed within six (6) months following notice from City.. Unless otherwise terminated, this Agreement will continue thereafter “at will” with either party having a right to terminate the same on not less than sixty (60) days’ written notice the other. Upon termination of the license, Park District shall, at its sole cost and expense, restore the surface of the Property to its original condition.

6. Payment. Park District shall pay the sum of Ten and no/1 00 Dollars (\$1 0.00) for the initial lease term, the receipt of which is hereby acknowledged. Thereafter, the license fee is \$1.00 per year. Park District shall not be required to pay Fargo any other monies for the utilization of the property provided.

7. Indemnification. Park District agrees to indemnify and hold City harmless from and against any and all claims arising from the Park District’s use of the Property and from any activity or work done on the Property by the Park District, FMT or others for purposes of constructing or maintaining the bike trail contemplated to be placed on the Property by the Park District. The indemnification and hold harmless shall include any claims made by employees of the Park District, contractors and its employees and members of the general public using the bike trail once constructed. The Park District’s indemnification includes any and all costs, attorneys’ fees, expenses

and liabilities occurring and arising out of the use of the Property for Park District purposes. Park District, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons in, upon or about the property from any cause arising out of Park District's development of the bike trail.

8. Assignment. This Agreement is personal to Park District, and is not transferable. Notwithstanding the above, Park District may enter into agreements with FMT or other trail bike groups to assist in the construction and maintenance of bike trails on the Property.

9. Addresses and Notices. Any notice mailed, addressed to Park District's Executive Director at the address set forth above, or delivered to Park District's Executive Director at such address shall be notice hereunder by City. Any notice mailed, delivered to City's Director of Operations at the address set forth above. Either party may designate a different representative or address at any time.

10. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, parties have executed this License Agreement at Fargo, North Dakota, the day and year first above written.

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

By: _____
Dr. Tim Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

THE PARK DISTRICT OF THE CITY OF FARGO

By: 
Joe Deutsch, President

ATTEST:


Jeff Gunkelman, Clerk

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

On this _____ day of March, 2018, before me a Notary Public in and for said county and state, personally appeared Dr. Tim Mahoney, to me known to be the Mayor of THE CITY OF FARGO, a municipal corporation, and who executed the within and foregoing instrument and acknowledged to me that said organization executed the same.


(S E A L)

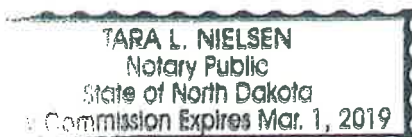
Notary Public
Cass County, North Dakota
My Commission Expires: _____

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

On this 28th day of March, 2018, before me a Notary Public in and for said county and state, personally appeared Joe Deutsch, to me known to be the President of THE PARK DISTRICT OF THE CITY OF FARGO, a park district under the laws of the State of North Dakota, who executed the within and foregoing instrument and acknowledged to me that said organization executed the same.

(S E A L)


Notary Public
Cass County, North Dakota
My Commission Expires: Mar. 1 / 2019

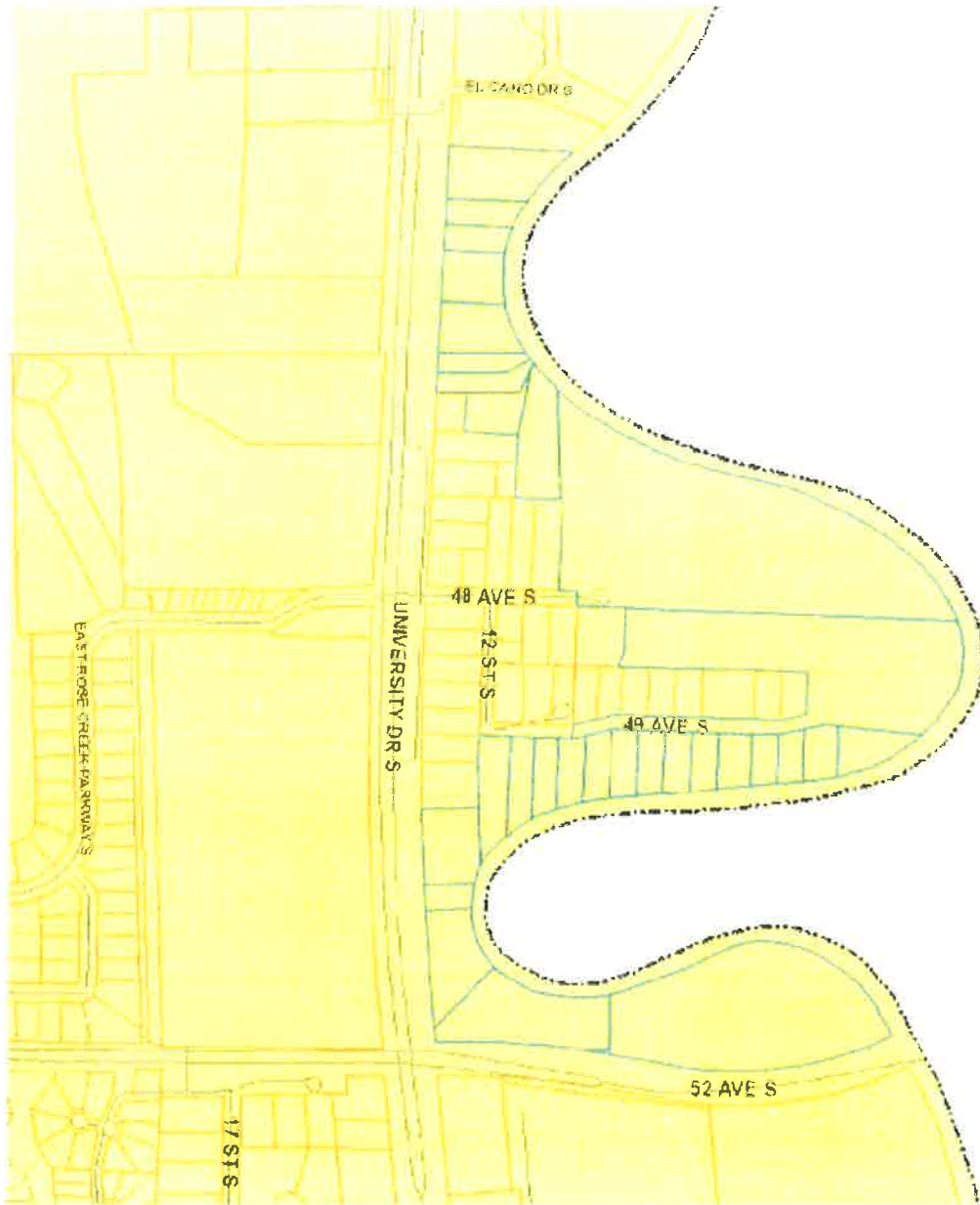


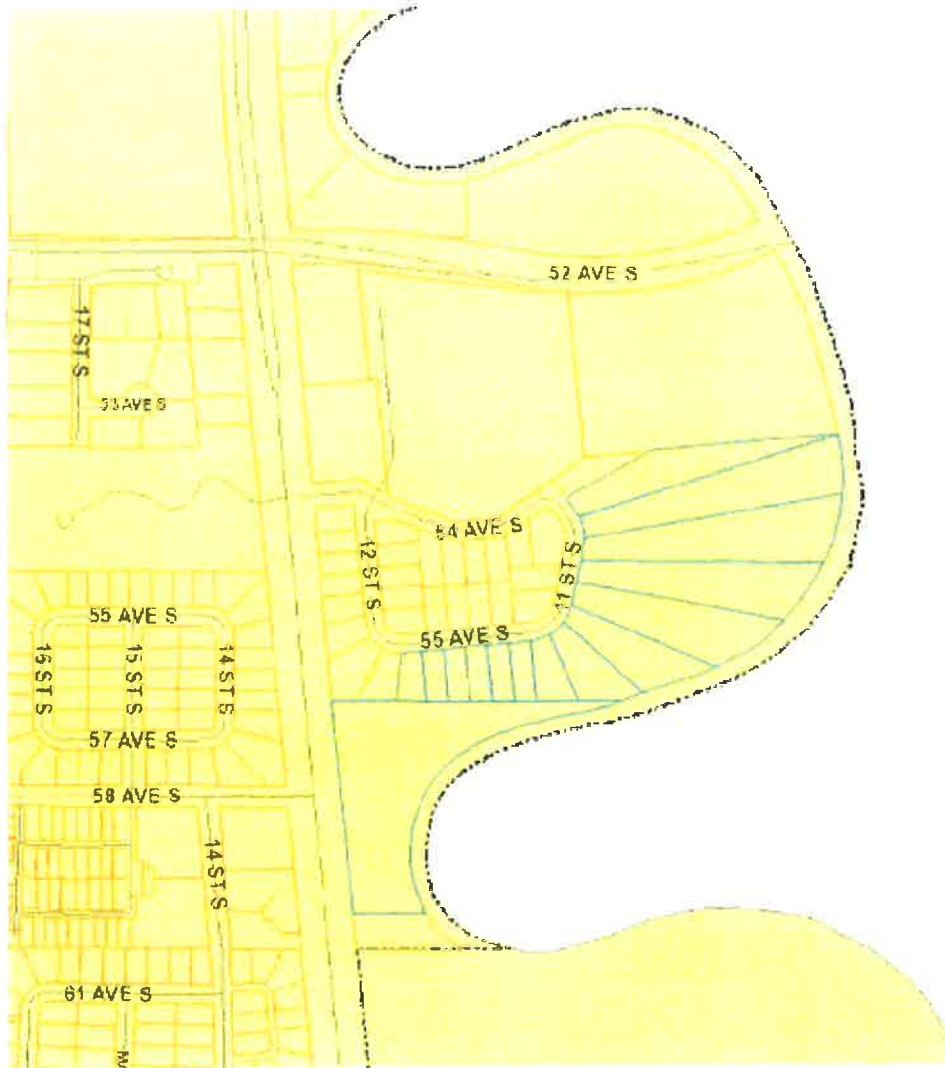
EXHBIT A
Property Description

DOCUMENT NO.*	ADDRESS
1215048	4410 South University Drive
887794	4412 South University Drive
1226386	4414 South University Drive
884452	4502 South University Drive
947726	4510 South University Drive
916061	4520 South University Drive
1252436	4600 South University Drive
890452	4710 South University Drive
955479	4714 South University Drive
1240590	4716 & 4730 South University Drive
938722	4718 South University Drive
1231022	1141 48 th Avenue South
1383913	1100 48 th Avenue South
913686	950 49 th Avenue South
887797	1002 49 th Avenue South
888598	1010 49 th Avenue South
882319	1018 49 th Avenue South
882321	1026 49 th Avenue South
887799	1102 49 th Avenue South
884460	1110 49 th Avenue South
882320	1118 49 th Avenue South
884462	1126 49 th Avenue South
882402	1134 49 th Avenue South
880382	1142 49 th Avenue South
1275934	1201 49 th Avenue South
1244948	1202 49 th Avenue South
1219125	1210 49 th Avenue South
1215047	1218 49 th Avenue South
1227356	4918 South University Drive
1113874	4926 South University Drive
715567	4940 South University Drive
1376122	5102 & 5108 South University Drive
818526	1209 52 nd Avenue South

1337132	5400 11 th Street South
1341857	5406 11 th Street South
1341445	5412 11 th Street South
1334969	5418 11 th Street South
1335981	5424 11 th Street South
1318841	5430 11 th Street South
1317977	5436 11 th Street South
1319072	5442 11 th Street South
1318663	1100 55 th Avenue South
1319639	1106 55 th Avenue South
1319847	1112 55 th Avenue South
1335655	1118 55 th Avenue South
1340425	1124 55 th Avenue South
1333394	1130 55 th Avenue South
1334673	1136 55 th Avenue South
1045005	5508 South University Drive

Exhibit "B"







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PUBLIC WORKS/OPERATIONS

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

April 17, 2018

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

RE: RFP for Crawler Dozer RFP18123

Commissioners:

On April 17, 2018, proposals were received and read for one (1) Crawler Dozer. Six proposals were submitted from three vendors.

The results were as follows:

<u>Firm</u>	<u>5yr Lease Payment</u>	<u>Machine & Repair</u>	<u>Total Operational Cost</u>
Butler Cat	\$365,349.80	\$513,500.00	\$878,849.80
Butler Cat	\$432,713.95	\$513,500.00	\$946,213.95
General Equipment	\$367,925.00	\$156,200.00	\$524,125.00

The Solid Waste staff evaluated the proposals and determined that three proposals met specifications based on a 10,000-hour life cycle. The recommendation is to award to General Equipment. Funding for this project has been included in the 2018 Solid Waste budget.

SUGGESTED MOTION:

Approve the recommendation to lease purchase one (1) Crawler Dozer from General Equipment for the total amount of \$524,125.00 with a 5yr annual lease payment of \$73,585.00.

Respectfully Submitted,

Allan Erickson
 Fleet Management Specialist

LANDFILL Dozer - CITY OF FARGO

9-Apr-18

OPTION #1 - Four (4) Year Lease with warranty.

operational hours		RDO	General Equip	CAT OPT #1 10,000 hr	CAT Opt #2 10,000hr	CAT Opt #3 6,000 Hr	CAT Opt#4 6,000hr
First Year		\$74,675.00	\$73,585.00	\$73,069.96	\$86,542.79	\$64,449.08	\$ 72,760.25
2nd year		\$74,675.00	\$73,585.00	\$73,069.96	\$86,542.79	\$64,449.08	\$ 72,760.25
3rd year		\$74,675.00	\$73,585.00	\$73,069.96	\$86,542.79	\$64,449.08	\$ 72,760.25
4th year		\$74,675.00	\$73,585.00	\$73,069.96	\$86,542.79	\$64,449.08	\$ 72,760.25
5th year		\$74,675.00	\$73,585.00	\$73,069.96	\$86,542.79	\$64,449.08	\$ 72,760.25
Total Payment		\$373,375.00	\$367,925.00	\$365,349.80	\$432,713.95	\$322,245.40	\$363,801.25
TM&R	10000	\$14.53	\$15.62	\$51.35	\$51.35	\$51.35	\$ 51.35
		\$145,300.00	\$156,200.00	\$513,500.00	\$513,500.00	\$513,500.00	\$513,500.00
Total Operat. cost 10,000 hours		\$518,675.00	\$524,125.00	\$878,849.80	\$946,213.95	\$835,745.40	\$877,301.25
6th year Buyout		\$55,700.00	\$85,000.00	\$107,000.00	\$30,000.00	\$139,000.00	\$ 91,500.00



PUBLIC WORKS OPERATIONS

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

April 23, 2018

The Honorable Board of City Commissioners
City of Fargo
200 North Third Street
Fargo, North Dakota 58102

RE: RFP18130 for Body/Collision Repair

Commissioners,

A Request for Proposal was issued by the Public Works Department and the Transit Department for the repair of body damage to City of Fargo vehicles. This RFP had three (3) proposal forms depending on the type of vehicle that was being repaired:

- Attachment 1 – Light Duty Vehicles
- Attachment 2 – Heavy Duty Vehicles
- Attachment 3 – Transit Buses/Vehicles

Ben Dow (Director of Operations), Harold Pedersen (Fleet Manager) and Jordan Smith (Transit Fleet Manager) rated the proposals according to the procedure stated in the RFP. It was determined that Corwin Collision Center is the best and lowest cost/hour proposal for Attachment 1-Light Duty Vehicles and Glens Body Repair is the best and lowest cost/hour proposal for Attachment 1 & 2, the repair of Heavy Duty Vehicles and Transit Buses/Vehicles.

Attached are the Bid Tab and Evaluation results from the Body/Collision Repair RFP.

Recommended Action: For RFP18130 award Corwin Collision Center the repair of Light Duty Vehicles and award Glens Body Repair the repair of Heavy Duty Vehicles and Transit Buses/Vehicles.

Respectively submitted,

A handwritten signature in black ink, appearing to read "Harold Pedersen".

Harold Pedersen
Fleet Services Manager

Proposal Evaluation Summary
Collision/Body Repair RFP
Bid Tab

Attachment # 1 Light Duty

Vendor	Lars	Corwins	Northwest	Custom	Glens
Body Repair and Painting	66/hr	60/hr	66/hr	65/hr	68/hr
Sandblasting	NA	NA	Cost of Sublet	150/hr	68/hr
Transportation/Delivery cost	No Cost	No Cost	Cost of Sublet	65/hr	No Cost
Estimates	No Cost	No Cost	No Cost	No Cost	No Cost
Required Documents Included	No	Yes	Yes	Yes	Yes

Attachment # 2 Heavy Duty vehicles

Vendor	Lars	Corwins	Northwest	Custom	Glens
Body Repair and Painting	No Proposal	No Proposal	No Proposal	90/hr	80/hr
Sandblasting				150/hr	80/hr
Transportation/Delivery cost				65/hr	No Cost
Estimates				No Cost	No Cost
Required Documents Included				Yes	Yes

Attachment # 3 Transit Vehicles

Vendor	Lars	Corwins	Northwest	Custom	Glens
Body Repair and Painting/Heavy	No Proposal	No Proposal	No Proposal	90/hr	80/hr
Body Repair and Painting/Light				65/hr	80/hr
Sandblasting				150/hr	80/hr
Transportation/Delivery cost				65/hr	No Cost
Estimates				No Cost	No Cost
Required Documents Included				No	Yes

Attachment #1 Light Duty Vehicles

Harold	EVALUATION	Max Points	Lars	Corwins	Northwest	Custom	Glens
	Qualifications of the Body Repair Business	40	40	40	40	40	40
	Price	40	36	40	36	36.66	34.66
	References - Reliability & Service	20	20	20	20	20	20
	TOTAL POINTS	100	96	100	96	96.66	94.66
Jordan	EVALUATION	Max Points	Lars	Corwins	Northwest	Custom	Glens
	Qualifications of the Body Repair Business	40	40	40	40	40	40
	Price	40	36	40	36	36.25	35
	References - Reliability & Service	20	20	20	20	20	20
	TOTAL POINTS	100	96	100	96	96.25	95
Ben	EVALUATION	Max Points	Lars	Corwins	Northwest	Custom	Glens
	Qualifications of the Body Repair Business	40	38	38	38	38	38
	Price	40	30	38	30	36.25	40
	References - Reliability & Service	20	18	18	18	18	18
	TOTAL POINTS	100	86	94	86	92.25	96
	AVERAGE	100 POINTS POSSIBLE	92.67	98.00	92.67	95.05	95.22

Attachment #2 Commercial/Heavy Duty

Harold	EVALUATION	Max Points	Lars	Corwins	Northwest	Custom	Glens
	Qualifications of the Body Repair Business	40				40	40
	Price	40				36.66	40
	References - Reliability & Service	20				20	20
	TOTAL POINTS	100				96.66	100
Jordan	EVALUATION	Max Points	Lars	Corwins	Northwest	Custom	Glens
	Qualifications of the Body Repair Business	40				40	40
	Price	40				36.66	40
	References - Reliability & Service	20				20	20
	TOTAL POINTS	100				96.66	100
Ben	EVALUATION	Max Points	Lars	Corwins	Northwest	Custom	Glens
	Qualifications of the Body Repair Business	40				37	38
	Price	40				36.66	40
	References - Reliability & Service	20				17	18
	TOTAL POINTS	100				90.66	96
	AVERAGE	100 POINTS POSSIBLE	No Proposal	No Proposal	No Proposal	94.66	98.67

Attachment #3 Transit Buses/Vehicles

Harold	EVALUATION	Max Points					Northwest		Custom		Glens
		40	40	20	100				25	20	40
	Qualifications of the Body Repair Business								21.66		40
	Price										40
	References - Reliability & Service										20
	TOTAL POINTS								66.66		100
Jordan	Attachment #3 Transit Buses/Vehicles EVALUATION	Max Points					Northwest		Custom		Glens
		40	40	20	100				20	20	40
	Qualifications of the Body Repair Business								21.66		40
	Price										40
	References - Reliability & Service										20
	TOTAL POINTS								61.66		100
Ben	Attachment #3 Transit Buses/Vehicles EVALUATION	Max Points					Northwest		Custom		Glens
		40	40	20	100				37	17	38
	Qualifications of the Body Repair Business								21.66		40
	Price										40
	References - Reliability & Service										18
	TOTAL POINTS								75.66		96
	AVERAGE	100 POINTS POSSIBLE					No Proposal	No Proposal	No Proposal	67.99	98.67

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 6066

Type: Negative Final Balancing Change Order #1

Location: City Wide

Date of Hearing: 4/16/2018

RoutingDate

City Commission

4/23/2018

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, for Negative Final Balancing Change Order #1 in the amount of \$-12,198.02, bringing the total contract amount to \$35,830.13.

Staff is recommending approval of Negative Final Balancing Change Order #1.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #1.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #1 in the amount of \$-12,198.02 to S & S Landscaping.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Sales Tax

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒


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

☒☒☐☒☒☐☒☒☐☒☒☐☒☒☐☒☒☐☒☒☐☒☒☐

Brenda Derrig

☒☒☐

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson

Negative Change Orders & Engineer Approved Change Orders				PWPEC 4/16/18		
Contractor	Proj. or ID #	Type	Original Contract	Prior CO's	Current CO Amount	Final or New Contract Amount
		Negative & Engineer Approved Totals	\$0.00	\$0.00	\$0.00	\$0.00
S & S Landscaping	Proj. #6066	Erosion Control	\$48,028.15		(\$12,198.02)	\$35,830.13
		Negative & Engineer Approved FBCO Totals	\$48,028.15	\$0.00	(\$12,198.02)	\$35,830.13

DATE: 4/5/2018 1:52:08 PM
 COMP: fgo - City of Fargo

CITY OF FARGO ENGINEERING DEPARTMENT

Project No: 6066
 Date Entered:
 Date Printed: 04/05/2018

Chg Ord No: 1
 For: S & S Landscaping Co. Inc.

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Sec	Item	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price	C/O Ext Price
17	3991	Storm Water Management	LS	1.00	0.00	1.00	-1.00	0.00	750.00	-750.00
17	3993	Inlet Protection - Existing Inlet	EA	5.00	0.00	5.00	-5.00	0.00	225.00	-1,125.00
17	3998	Fiber Rolls	LF	1,015.00	0.00	1,015.00	-685.00	330.00	3.00	-2,055.00
17	4409	Site Grading	SY	2,520.00	0.00	2,520.00	-1,293.50	1,226.50	1.00	-1,293.50
17	4514	Traffic Control (Minor)	LS	1.00	0.00	1.00	-1.00	0.00	1,080.00	-1,080.00
17	4600	Seeding - Type A	SY	10,300.00	0.00	10,300.00	-4,471.90	5,828.10	0.20	-894.38
17	4601	Seeding - Type B	SY	5,010.00	0.00	5,010.00	449.00	5,459.00	0.39	175.11
17	4605	Mulching - Type 1	SY	15,160.00	0.00	15,160.00	-4,747.90	10,412.10	0.30	-1,424.37
17	4610	Topsoil - Import	CY	1,015.00	0.00	1,015.00	23.50	1,038.50	16.00	376.00
17	4615	Turf Reinforcement Mat	SY	150.00	0.00	150.00	725.00	875.00	4.00	2,900.00
17	4623	Weed Control - Type A	SY	100.00	0.00	100.00	-100.00	0.00	0.80	-80.00
17	8005	Excavation & Hauling	CY	969.00	0.00	969.00	-617.50	351.50	11.25	-6,946.88
Miscellaneous Sub Total										-12,198.02
Total:										-12,198.02

Source of Funding:

Net Amount Change Order 1: (\$12,198.02)
 Previous Change Orders: \$0.00
 Original Contract Amount: \$48,028.15
 Total Contract Amount: \$35,830.13

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

APPROVED:

APPROVED:



City of Fargo Engineer

For Contractor

Mayor

Title

Attest

22

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-14-93 Type: Utility Easement Termination

Location: 200 4th Ave N Date of Hearing: 4/16/2018

Routing	<u>Date</u>
City Commission	<u>4/23/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed communication from Diversion Division Engineer, Nathan Boerboom, regarding the termination of a utility easement located at 200 4th Ave N. Under Project FM-14-93, the infrastructure was removed from this location and rerouted down 2nd St N.

Due to the relocation, the existing utility easement on 200 4th Ave N is no longer necessary. The parties agreed to execute a termination in an Amendment to the Right of Entry to Construct and Lease Agreement.

Staff is recommending approval of the termination of utility easement.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the Termination of Utility Easement documents for the existing utility easement within the property located at 200 4th Ave N.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve of the Termination of Utility Easement documents for the existing utility easement within the property located at 200 4th Ave N.

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
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor
 Jim Gilmour, Director of Planning
 Steve Dirksen, Fire Chief
 Mark Bittner, Director of Engineering
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 City Engineer
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer



Memorandum

To: PWPEC

From: Nathan Boerboom, Division Engineer *NAB*

Date: 4/11/2018

Re: Utility Easement Termination
Project No. FM-14-93

Project FM-14-93 was designed and constructed by the Diversion Authority and included replacement of existing City underground infrastructure that had reached the end of its design life. Some of this infrastructure was located within an easement that crossed 200 4th Avenue N, which is where the Howard Johnson hotel was previously located. Under this project, the infrastructure was removed from 200 4th Avenue N and rerouted down 2nd Street N. This relocation resulted in the existing utility easement, on 200 4th Avenue N, being no longer necessary. The parties agreed to execute a termination in an Amendment to the Right of Entry to Construct and Lease Agreement. Therefore staff is recommending that the City terminate this utility easement.

A copy of Amendment No. 1 for the Right of Entry to Construct, a Memorandum of Termination of Utility Easement, and a Termination of Utility Easement are attached with this memo.

Recommend Motion:

Approve the Termination of Utility Easement document for the existing utility easement within the property located at 200 4th Avenue N.

Attachments

**AMENDMENT NO. 1
TO
RIGHT OF ENTRY TO CONSTRUCT AND LEASE AGREEMENT**

THIS AMENDMENT is entered into this 3 day of ~~June~~^{July}, 2017 (the "Effective Date"), between **Northland Hospitality, LLC** as Lessor and the **City of Fargo** as Lessee.

WHEREAS, Lessor, Lessee, and Cass County Joint Water Resource District ("CCJWRD") executed a Right of Entry to Construct and Lease Agreement dated August 29, 2016 (the "Right of Entry"); and

WHEREAS, pursuant to the Right of Entry, Lessee entered upon and constructed a Temporary Parking Lot on the Property; and

WHEREAS, pursuant to the Right of Entry, Lessor leased the Property to Lessee for an initial term of ten (10) years commencing January 1, 2017, and Lessee has been, and continues to, operate and maintain the Temporary Parking Lot on the Property pursuant to the Right of Entry; and

WHEREAS, Lessor as Landlord and Lessee as Tenant executed a Lease Agreement dated May ____, 2017, wherein Lessor/Landlord agreed to lease to Lessee/Tenant the Premises (which includes the Property) for a period of twenty-five (25) years commencing June 30, 2018, or upon completion of the Landlord Work (as defined therein) whichever occurs first, subject to certain contingencies (the "Lease"); and

WHEREAS, Lessor/Landlord and Lessee/Tenant desire to clarify and confirm the applicability of the Right of Entry and the Lease and address various easement and access issues related to the proposed improvements to be constructed in accordance with the Plans attached to the Lease (the "Improvements"), in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Application of Right of Entry. Notwithstanding anything to the contrary contained in the Lease, the parties agree that the Right of Entry currently governs the rights and obligations of the parties and will continue to do so (except as otherwise provided herein) until the term of the Lease commences on June 30, 2018, or upon completion of the Landlord Work whichever occurs first, provided that all contingencies of the Lease have been satisfied or waived. At such time, the parties shall execute a written confirmation confirming the applicability of the Lease and confirming any remaining obligations under the Right of Entry which shall continue forward as additional obligations under the Lease. In addition, any rent prepaid by Lessee to Lessor under the Right of Entry shall be credited against the first annual installment of rent due from Lessee/Tenant to Lessor/Landlord under the Lease.

2. Access to Property/Construction. From and after the date of this Amendment, Lessee grants Lessor, its employees, contractors, and agents the right to enter upon the Property and Lessee's adjacent property located on vacated 3rd Avenue North between 2nd Street North and 3rd Street North for purposes of conducting any testing, studies, surveying, or other similar type of work necessary to determine the suitability of the Property, the Premises, and the adjacent property for the construction of the Improvements. Lessee also grants Lessor, its employees, contractors, and agents the right to enter upon the Property for purposes of constructing the Improvements.

The parties acknowledge that during construction of the Improvements there will be multiple periods during which the Lessee's operation of the Temporary Parking Lot on the Property will be interrupted to accommodate Lessor's construction of the Improvements. Lessor shall notify Lessee in advance of any proposed construction activities which may interrupt portions of the Temporary Parking Lot, and Lessor will schedule such interruptions with Lessee so as to reduce as much as reasonably possible the disruptions to the Property. Notwithstanding any such interruptions, there shall be no abatement of rent due under the Right of Entry.

3. Termination of Utility Easement. Lessee acknowledges that there previously existed two (2) sanitary sewer lines and a water main line all running north and south approximately through the middle of Lot 3, Block 2 of North Dakota R-1 Urban Renewal Addition to the City of Fargo as depicted on the map attached hereto as Exhibit A. The map also identifies a 20' easement although no such 20' easement appears on the Plat of North Dakota R-1 Urban Renewal Addition or otherwise appears to be contained in any other recorded document. Lessee confirms that the sanitary sewer lines and the water main line depicted on Exhibit A have been removed as part of the demolition work performed by _____. As such, Lessee hereby vacates and terminates any easements or claim of easements relative to the sanitary sewer lines, the water main lines, and the 20' easement as depicted on Exhibit A, and Lessee will execute and record a mutually-acceptable termination within thirty (30) days of the Effective Date of this Amendment.

4. Grant of Utility Easement. Lessee requested Lessor to grant Lessee an easement over a portion of Lot 3, Block 2, of North Dakota R-1 Urban Renewal Addition to the City of Fargo covering approximately 235 sf for utility purposes. Within thirty (30) days of the Effective Date of this Amendment, Lessor shall execute and record a mutually-acceptable utility easement in favor of Lessee.

5. Grant of Slope/Drainage Easement. Lessor requested Lessee to grant Lessor an easement over a portion of vacated 3rd Avenue North between 2nd Street North and 3rd Street North consisting of a strip of land approximately 15' wide for purposes of sloping dirt for drainage from the south wall of the structure to be built on the Premises and Lessor's adjacent property. Within thirty (30) days of the Effective Date of this Amendment, Lessee and Lessor shall negotiate a mutually-acceptable slope/drainage easement agreement, which includes provisions for a temporary construction easement over a larger easement area to facilitate the construction/installation of the sloping/drainage within the slope easement area. When, and if, a building permit is issued for the construction of the Improvements, the parties shall execute and

record the slope/drainage easement agreement no later than three (3) days after the date the building permit is issued.

6. Granting of Access Easement. In order for Lessor to construct the bridgeway from the indoor parking area located on the Premises to _____ as shown on the Plans attached to the Lease, Lessor will require an easement over Lessee's adjacent property. Within thirty (30) days of the Effective Date of this Amendment, Lessee and Lessor shall negotiate a mutually-acceptable access/construction easement in favor of Lessor to facilitate the construction of the bridgeway in accordance with the Plans. When, and if, a building permit is issued for the construction of the Improvements, the parties shall execute and record the access/construction easement no later than three (3) days after the date the building permit is issued.

7. Applicable Remedies. In the event that all contingencies contained in Section 33 of the Lease are timely satisfied or waived to the satisfaction of Lessor/Landlord, Lessee/Tenant acknowledges that Lessor/Landlord will be expending considerable funds and resources to construct the Improvements in reliance upon the terms of the Lease. Accordingly, once the contingencies are satisfied or waived to the satisfaction of Lessor/Landlord, Lessor/Landlord shall be entitled to utilize and enforce any remedies provided in the Right of Entry, the Lease, and/or under applicable law or in equity. Such remedies shall be cumulative. In addition, Lessor/Landlord shall be entitled to seek specific performance of the Right of Entry and/or the Lease.

8. Capitalized Terms. Any capitalized terms used in this Amendment shall be given the meaning ascribed to such terms in the Right of Entry or the Lease, as applicable.

9. Except as specifically amended herein, the terms and conditions of the Right of Entry shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

[remainder of page intentionally left blank]

[signature page for Lessor]

LESSOR:

Northland Hospitality, LLC

By: 

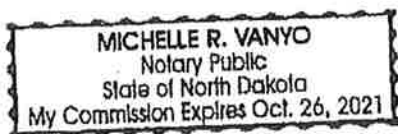
Kevin J. Hall, President

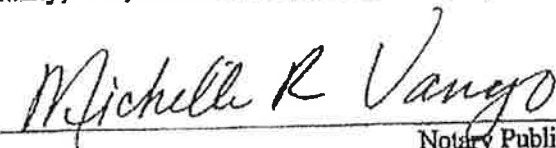
STATE OF NORTH DAKOTA)

) ss

COUNTY OF CASS)

The foregoing instrument was executed before me this 12 ^{July} day of ~~June~~, 2017, by Kevin J. Hall the President of Northland Hospitality, LLC, for and on behalf of the company.

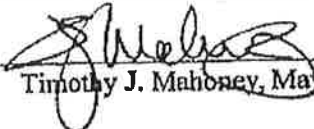



Notary Public

[signature page for Lessee]

LESSEE:

City of Fargo,
a North Dakota municipal corporation

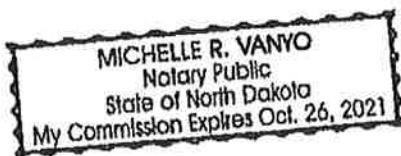
By: 
Timothy J. Mahoney, Mayor

ATTEST:


Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

The foregoing instrument was executed before me this 12 day of ^{July}~~June~~, 2017, by Timothy J. Mahoney, and Steven Sprague, the Mayor and the City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, a municipal corporation, for and on behalf of the corporation.



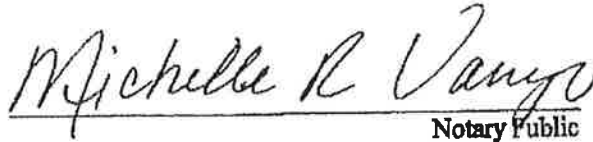
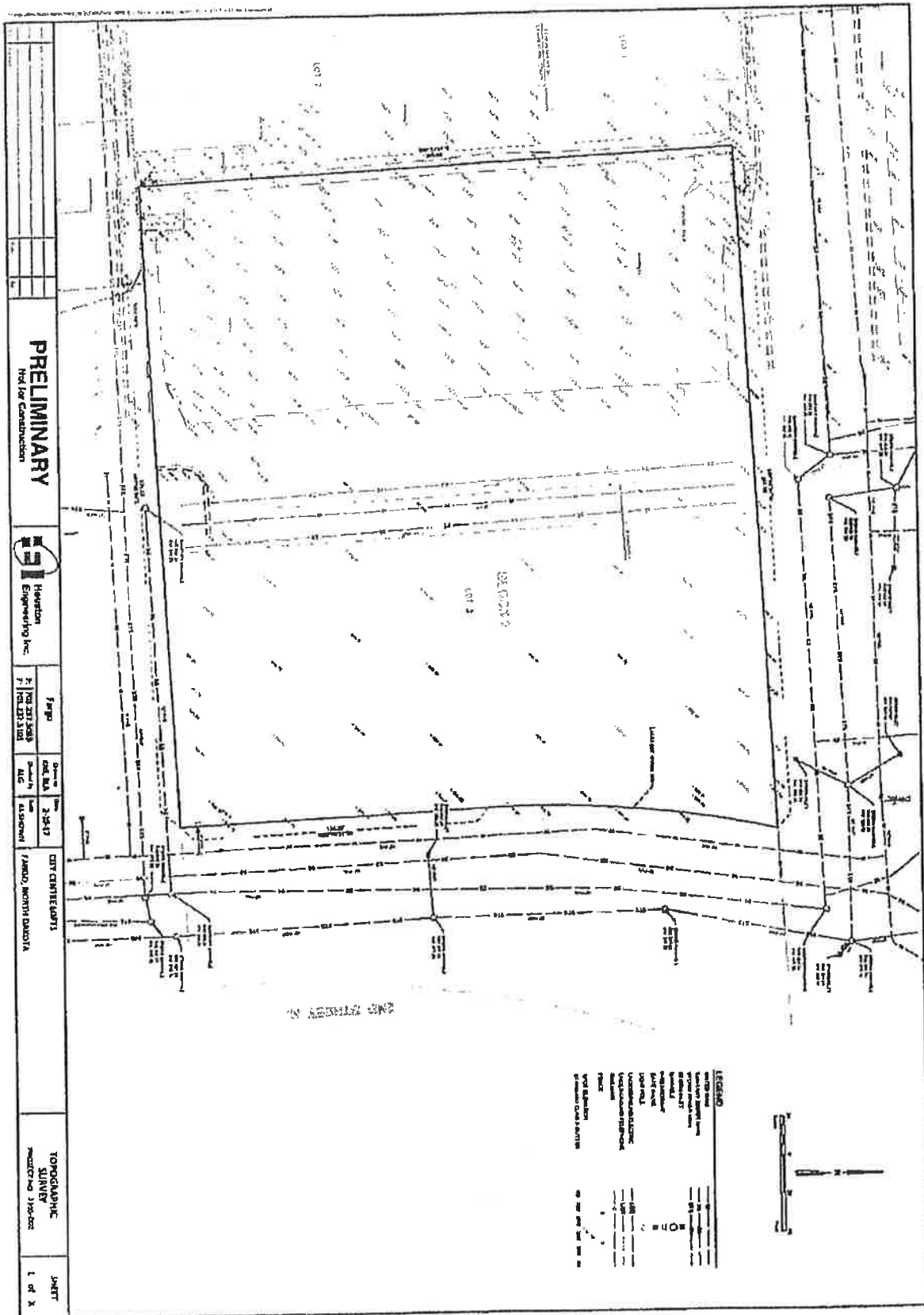

Notary Public

EXHIBIT A

[Attach copy of Houston Engineering Inc. map]



**MEMORANDUM
OF
TERMINATION OF UTILITY EASEMENT**

THIS MEMORANDUM is executed this ____ day of _____, 2018, by the City of Fargo, a North Dakota municipal corporation (the "City").

WHEREAS, Northland Hospitality, LLC ("Northland") is the owner of the following-described property:

Lot Three, in Block Two, of North Dakota R-1 Urban Renewal Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, LESS AND EXCEPT that part of Lot Three, Block Two, of North Dakota R-1 Urban Renewal Addition to the City of Fargo, Cass County, North Dakota lying Easterly of the following described line: Commencing at the Southwest corner of said Lot Three; thence North 87°04'06" East, along the Southerly line of said Lot Three, for a distance of 331.53 feet to the true point of beginning of the line to be described; thence North 02°49'24" West for a distance of 154.07 feet to a point of tangential curve to the right, having a radius of 540.50 feet; thence Northerly, along said curve to the right, for a distance of 147.86 feet, through a central angle of 15°40'25", to a point of intersection with the Northerly line of said Lot Three, said line there terminating (the "Northland Property"); and

WHEREAS, Northland and the City are parties to various unrecorded documents, including an Amendment No. 1 to Right of Entry to Construct and Lease Agreement dated July 3, 2017 (the "Amendment");

WHEREAS, Section 3 of the Amendment provides that the City will execute and record a termination of certain easements or claim of easements relative to certain sanitary sewer lines, waterlines, and a 20' easement through or over the Northland Property; and

WHEREAS, the City executed a Termination of Utility Easement dated _____, 2018, which Termination has not been recorded, but a copy of which is on file at the office of _____ of the City of Fargo.

NOW, THEREFORE, for good and valuable consideration and in accordance with the terms of the Amendment, the City executes this Memorandum which incorporates all of the terms of the Termination, and records this Memorandum to provide record notice of the existence of the Termination.

1. TERMINATION OF UTILITY EASEMENT. City acknowledges that there previously existed two (2) sanitary sewer lines and a water main line all running north and south approximately through the middle of Lot 3, Block 2 of North Dakota R-1 Urban Renewal Addition to the City of Fargo as depicted on the map attached as Exhibit A to the Amendment and the Termination. The map attached to the Amendment and the Termination also identifies a 20' easement although no such 20' easement appears on the Plat of North Dakota R-1 Urban Renewal Addition or otherwise appears to be contained in any other recorded document. The Termination confirms that the sanitary sewer lines and the water main line depicted on the map attached to the Amendment and Termination have been disconnected within the boundary lines of Lot 3, Block 2 as part of the 2nd Street North reconstruction project performed by the FM Diversion Authority. The Termination vacates and terminates any easements or claim of easements relative to the sanitary sewer lines, the water main lines, and the 20' easement as depicted on Exhibit A attached to the Amendment and the Termination.

2. EFFECTIVE DATE. The Termination is effective as of August 3, 2017.

IN WITNESS WHEREOF, the City has executed this Memorandum the day and year first above written.

[remainder of page intentionally left blank]

[signature page for City]

City of Fargo,
a North Dakota municipal corporation

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

The foregoing instrument was executed before me this _____ day of _____, 2018, by Timothy J. Mahoney, and Steven Sprague, the Mayor and the City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, a municipal corporation, for and on behalf of the corporation.

Notary Public

**TERMINATION
OF
UTILITY EASEMENT**

THIS TERMINATION is executed this _____ day of _____, 2018, by the City of Fargo, a North Dakota municipal corporation (the "City").

WHEREAS, Northland Hospitality, LLC ("Northland") is the owner of the following-described property:

Lot Three, in Block Two, of North Dakota R-1 Urban Renewal Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, LESS AND EXCEPT that part of Lot Three, Block Two, of North Dakota R-1 Urban Renewal Addition to the City of Fargo, Cass County, North Dakota lying Easterly of the following described line: Commencing at the Southwest corner of said Lot Three; thence North 87°04'06" East, along the Southerly line of said Lot Three, for a distance of 331.53 feet to the true point of beginning of the line to be described; thence North 02°49'24" West for a distance of 154.07 feet to a point of tangential curve to the right, having a radius of 540.50 feet; thence Northerly, along said curve to the right, for a distance of 147.86 feet, through a central angle of 15°40'25", to a point of intersection with the Northerly line of said Lot Three, said line there terminating (the "Northland Property"); and

WHEREAS, Northland and the City are parties to various unrecorded documents, including an Amendment No. 1 to Right of Entry to Construct and Lease Agreement dated July 3, 2017 (the "Amendment"); and

WHEREAS, Section 3 of the Amendment provides that the City will execute and record a termination of certain easements or claim of easements relative to certain sanitary sewer lines, waterlines, and a 20' easement through or over the Northland Property.

NOW, THEREFORE, for good and valuable consideration and in accordance with the terms of the Amendment, the City agrees as follows:

1. **TERMINATION OF UTILITY EASEMENT.** City acknowledges that there previously existed two (2) sanitary sewer lines and a water main line all running north and south approximately through the middle of Lot 3, Block 2 of North Dakota R-1 Urban Renewal Addition to the City of Fargo as depicted on the map attached hereto as **Exhibit A**. The map also identifies a 20' easement although no such 20' easement appears on the Plat of North Dakota R-1 Urban Renewal Addition or otherwise appears to be contained in any other recorded document. City confirms that the sanitary sewer lines and the water main line depicted on **Exhibit A** have been disconnected within the boundary lines of Lot 3, Block 2 as part of the 2nd Street North reconstruction project performed by the FM Diversion Authority. As such, the City does hereby vacate and terminate any easements or claim of easements relative to the sanitary sewer lines, the water main lines, and the 20' easement as depicted on **Exhibit A**.

2. EFFECTIVE DATE. This Termination shall be effective as of August 3, 2017.

IN WITNESS WHEREOF, the City has executed this Termination the day and year first above written.

[remainder of page intentionally left blank]

[signature page for City]

City of Fargo,
a North Dakota municipal corporation

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

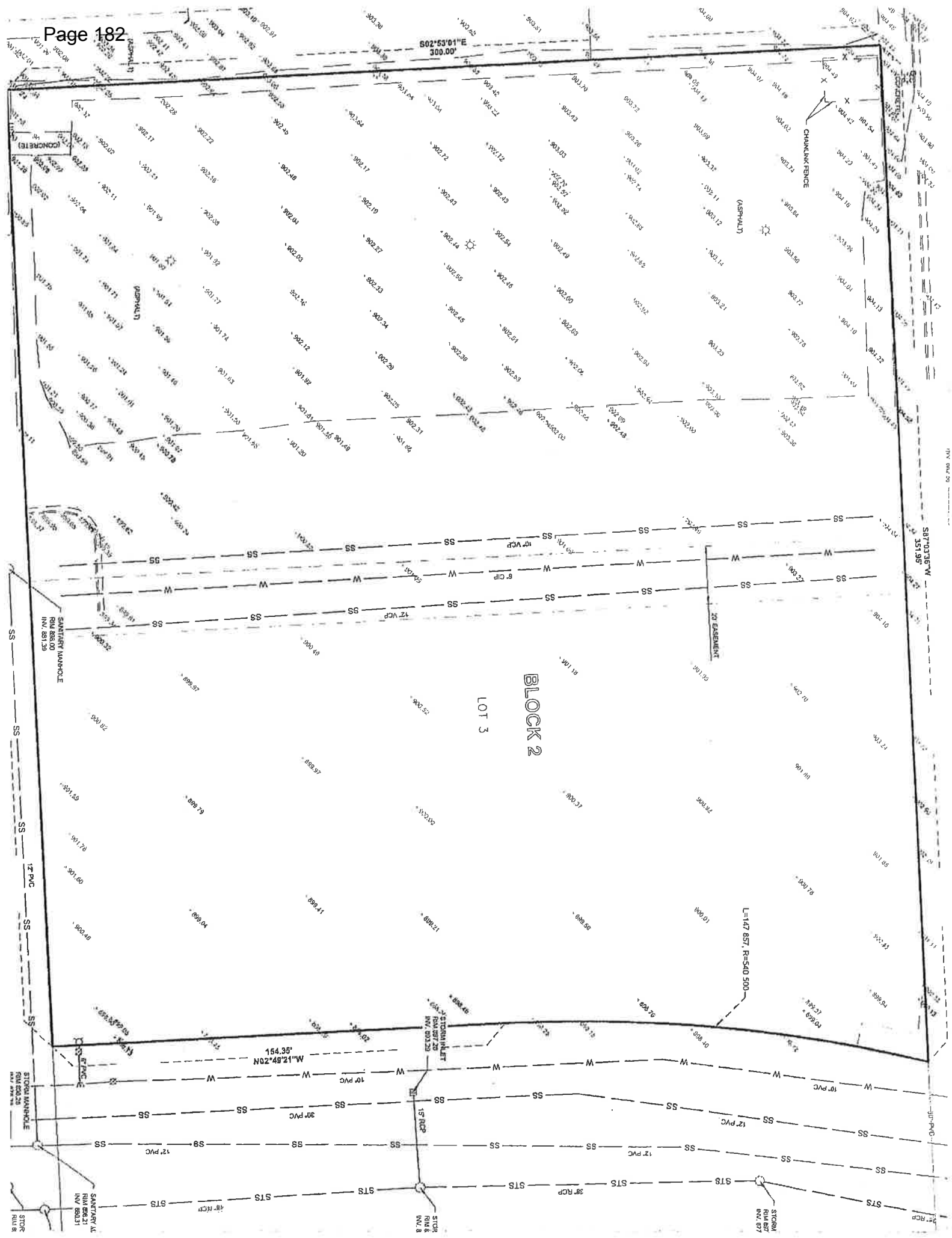
STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

The foregoing instrument was executed before me this _____ day of _____, 2018, by Timothy J. Mahoney, and Steven Sprague, the Mayor and the City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, a municipal corporation, for and on behalf of the corporation.

Notary Public

EXHIBIT A

[Attach map]



April 18, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. SN-18-B1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 18, 2018, for New & Reconstruction of City Order Sidewalks, Project No. SN-18-B1, located at various areas City Wide

The bids were as follows:

Paras Contracting	\$239,489.00
Key Contracting, Inc.	\$256,356.00
Engineer's Estimate	\$300,353.00

After review of the bid tabulation we discovered an error with one of our bid quantities. The correction of the quantity error would have resulted in a change order of approximately half of the original bid. Due to this error, it is our recommendation that bids be rejected and project be rebid.

Sincerely,



Tom Knakmuhs
Division Engineer

TAK/klo

23-2

ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

April 18, 2018

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

Re: Concur with Low Bid and Recommend Award
12th Avenue N Bridge over Red River Joint Repair Project
City of Fargo Project No. QR-17-C1
City of Moorhead Project No. 17-13-01, Legal No. 13-01-2017

Dear Commissioners:

Bids were opened by the City of Moorhead on Wednesday, March 28, 2018, for this project.

The bids were as follows:

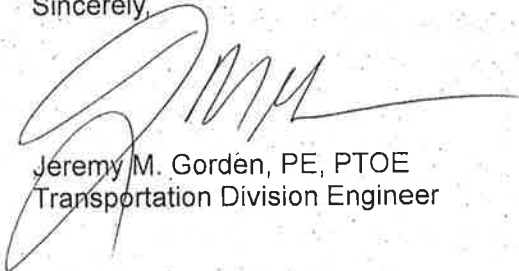
PCiRoads, LLC	\$ 153,358.50
Industrial Builders, Inc.	\$ 230,690.00
Engineer's Estimate	\$ 422,530.00

There are no Special Assessments associated with this project as the Fargo share will be paid for with Street Sales Tax Funds. With fees and contingencies, the total project cost is estimated at \$ 190,000, with Fargo's share of the project being \$ 95,000. This project is part of the approved 2018 Capital Improvement Program (CIP).

Recommended Motion

Concur with low bid and recommend the City of Moorhead award the low bid to PCiRoads, LLC, in the amount of \$ 153,358.50 as the best bid, and approve expenditures for this project for our share to be \$ 95,000.

Sincerely,



Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

Attachment

Bridge #14523 Rehabilitation


Spec. No.	Item	Unit	Quantity	Engineer's Estimate		PCI Roads, LLC		Industrial Builders, Inc.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
2021.501	MOBILIZATION	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 11,138.00	\$ 11,138.00	\$ 30,900.00	\$ 30,900.00
2401.541	REINFORCEMENT BARS (EPOXY COATED)	POUND	790	\$ 5.00	\$ 3,950.00	\$ 1.35	\$ 1,066.50	\$ 4.00	\$ 3,160.00
2433.602	EXTEND VENT HOLE	EACH	45	\$ 1,000.00	\$ 45,000.00	\$ 500.00	\$ 22,500.00	\$ 815.00	\$ 36,675.00
2433.602	RECONSTRUCT BEAM END	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 2,390.00	\$ 2,390.00	\$ 4,400.00	\$ 4,400.00
2433.602	RECONSTRUCT CONCRETE END POST	EACH	4	\$ 10,000.00	\$ 40,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,500.00	\$ 18,000.00
2433.602	REPLACE DRAIN PIPE	EACH	1	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 355.00	\$ 355.00
2433.602	SEAL EXISTING CONCRETE BEAM END	EACH	20	\$ 1,000.00	\$ 20,000.00	\$ 186.00	\$ 3,720.00	\$ 345.00	\$ 6,900.00
2433.603	RECONSTRUCT EXPANSION JOINT	LF	80	\$ 1,200.00	\$ 96,000.00	\$ 640.00	\$ 51,200.00	\$ 685.00	\$ 54,800.00
2433.603	RECONSTRUCT FIXED JOINT	LF	160	\$ 1,000.00	\$ 160,000.00	\$ 310.00	\$ 49,600.00	\$ 400.00	\$ 64,000.00
2472.525	COUPLERS (REINFORCEMENT BARS) T-4	EACH	168	\$ 60.00	\$ 10,080.00	\$ 33.00	\$ 5,544.00	\$ 55.00	\$ 9,240.00
SPEC	TRAFFIC CONTROL	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,850.00	\$ 1,850.00	\$ 2,260.00	\$ 2,260.00
BID TOTAL				\$ 422,530.00		\$ 153,358.50		\$ 230,690.00	



PLANS AND SPECIFICATIONS FOR BRIDGE NO. 14523 REHABILITATION

ENG. NO. 17-13-01
LEGAL NO. 13-01-2017

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: 

Printed Name: Jamison Beisswenger

Date: 3/8/2018

Reg. No.: 44648

Signature: Thomas E. Trowbridge

Printed Name: Thomas E. Trowbridge

Date: 3-8-2018

Reg. No.: 25771

ADVERTISEMENT FOR BIDS

Sealed Bids will be received by the City of Moorhead, Minnesota, in the Basement Lunch Room of the City of Moorhead's City Hall at 500 Center Avenue, until **10 A.M., CDST, Wednesday, March 28, 2018**, at which time they will be publicly opened and read aloud for the furnishing of all labor, materials, and all else necessary for the following:

**Bridge No. 14523 Rehabilitation
Eng. No. 17-13-01 / Legal No. 13-01-2017**

Major items include, but are not limited to, the following:

<u>QTY</u>	<u>UNIT</u>	<u>ITEM DESCRIPTION</u>
45	EA	Extend Vent Hole
1	EA	Reconstruct Beam End
20	EA	Seal Existing Concrete Beam End
80	LF	Reconstruct Expansion Joint
160	LF	Reconstruct Fixed Joint

Complete digital Bidding Documents are available at either **www.questcdn.com** or at the City's website at **<http://www.ci.moorhead.mn.us/departments/engineering/bid-documents-results>**. You may view the digital plan documents at no charge through the City's website or download the digital plan documents for \$10.00 by inputting **Quest project #5603520** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or **info@questcdn.com** for assistance in free membership registration, downloading, and working with this digital project information. An optional paper set of Bidding Documents is also available from Docunet Corporation for a nonrefundable price of approximately \$65.00. Please contact Docunet at 763-475-9600 to obtain paper Bidding Documents. The City will only receive bids from bidders who are on the approved Plan Holder's List. To be on the approved Plan Holder's List, bidders must either purchase the plans through one of the above websites or from Docunet. Paper Bidding Documents may also be viewed at the City of Moorhead Engineering Department. **Direct inquiries to Engineer's Project Manager: Thomas E. Trowbridge – (218) 299-5395.**

Each bidder must submit with his bid a certified or a cashier's check upon some reputable bank of the State of Minnesota, payable to the City of Moorhead, for at least 5 (five) percent of the total amount of such bid, which check and the amount thereof, shall be forfeited to the City of Moorhead, as liquidated damages if the bidder upon the letting of the contract to him, shall fail to enter into the contract so let. The bidder may submit a bidder's bond written through an insurance agency or cash in the same amount in lieu of a certified check. The successful bidder will be required to furnish contract performance and payment bonds, each in the full amount of the contract.

All bids shall be sealed, shall contain a deposit of the type specified above, and may be filed with the Engineering Department during normal office hours (8:00 a.m. to 4:30 p.m.) or hand carried to the meeting prior to the scheduled bid opening as specified above. The Owner reserves the right to retain the deposits of the 3 lowest Bidders for a period not to exceed 30 days after the date and time set for the Opening of Bids. No Bids may be withdrawn for a period of 30 days after the date and time set for the Opening of Bids. The Owner reserves the right to reject any and all Bids, to waive irregularities and informalities therein, and further reserves the right to award the Contract in the best interests of the Owner.

All bidders must be able to submit to the City a sworn statement demonstrating that it is a responsible contractor as defined by Minnesota Statutes, § 16C.285 and the failure to provide such a statement will render any proposal non-responsive.

On January 8, 2018 Pursuant to Minnesota Statutes 331A.12, the City Council of the City of Moorhead designated **www.cityofmoorhead.com** as the City's Official Website, and authorized its use as the official means of publication for the solicitation of bids for transportation projects as necessary to satisfy the requirements of the Uniform Municipal Contracting Law (Minnesota Statutes 471.345). Advertisements for solicitation of bids for transportation projects will only appear on the City's Official Website and on the QuestCDN website.

Michelle French – City Clerk
City of Moorhead, Minnesota

25

REPORT OF ACTION

CONSULTANT SELECTION COMMITTEE

Requesting: CONSULTING ENGINEERING SERVICES

Proposal Improvement District No. TR-18-B0

Location: 7th Ave N and 16th St N RR Crossings

Date of Hearing: 4/18/2018

Requested Services: Engineering Design Services for Quiet Zone Construction Project

<u>Routing</u>	<u>Date</u>	
City Commission	4/23/2018	Proposals were received from the
Consultant File		following Consultants for this project:
Project File	X	KLJ
Petitioners		SRF Consulting Group
Selection Committee	X	Stantec

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

<u>Selection Criteria</u>	<u>Points</u>
Expertise of Project Team assigned to the Project	30
Project Team's Past Performance on Other Local Projects	20
Project Team's Experience with Similar Projects	20
Project Team's Familiarity with Fargo's Design Processes	15
Cost Proposal	15
	<u>100</u>

Currently, the City of Fargo has established quiet zones east of the proposed project locations. This project would create a new quiet zone, immediately adjacent to the existing quiet zones, making the entire City "whistle-free". Two crossings make up this project, at 7th Avenue North and at 16th Street North. A study (dated November 3, 2016) was previously conducted to investigate options for this project. The City of Fargo Engineering Department has determined the recommendations from this study will form the basis for the quiet zone design. Study recommendations include construction and/or reconstruction of medians, sidewalks, and pedestrian safety facilities including gate arms and pedestrian mazes; installation of Constant Warning Time (CWT) apparatus; construction of fencing; and relocation of vehicle gate arms, among other items. In addition to the consultant's design work, the 7th Avenue crossing requires a City-negotiated easement for access to an adjacent property. This easement is necessary to ensure the quiet zone can be constructed per Federal Railroad Administration (FRA) guidelines.

The selected consultant will be tasked with Preliminary and Final Design, preparation of project plans and specifications, completion and submittal of all required rail permits or other documents, and coordination of all project issues with the FRA, Burlington Northern Santa Fe Railroad (BNSF), and adjacent property owners. It is intended to have the selected consultant complete all engineering aspects of this project.

City Engineering Staff met on April 16 and 17, 2018 to review proposals submitted for the project and selected Stantec as the preferred firm for the project. The cost for the design is estimated to be \$73,500. The 2016 cost estimate for construction was approximately \$1.1M.

The proposal received from Stantec is attached for your review.

RECOMMENDED MOTION

Concur with the Consultant Selection Committee and recommend contract award for consulting services to Stantec.

Consultant Selection Committee
 Consulting Engineering Services
 April 18, 2018
 Page 2

PROJECT FINANCING INFORMATION:

Following review of the proposals and interviews, the Selection Committee ranked the firms for selection of the preferred consultant. The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected Stantec as the preferred firm for the project, for a total of \$73,500.

COMMITTEE

Tom Knakmuhs, Division Engineer – Construction
 Jeremy Gorden, Division Engineer - Transportation
 Ron Solberg – Traffic

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



 Jeremy M. Gorden, PE, PTOE
 Transportation Division Engineer

C: Scott Middaugh, KLJ
 Jacob Nordick, SRF
 Joel Paulsen, Stantec

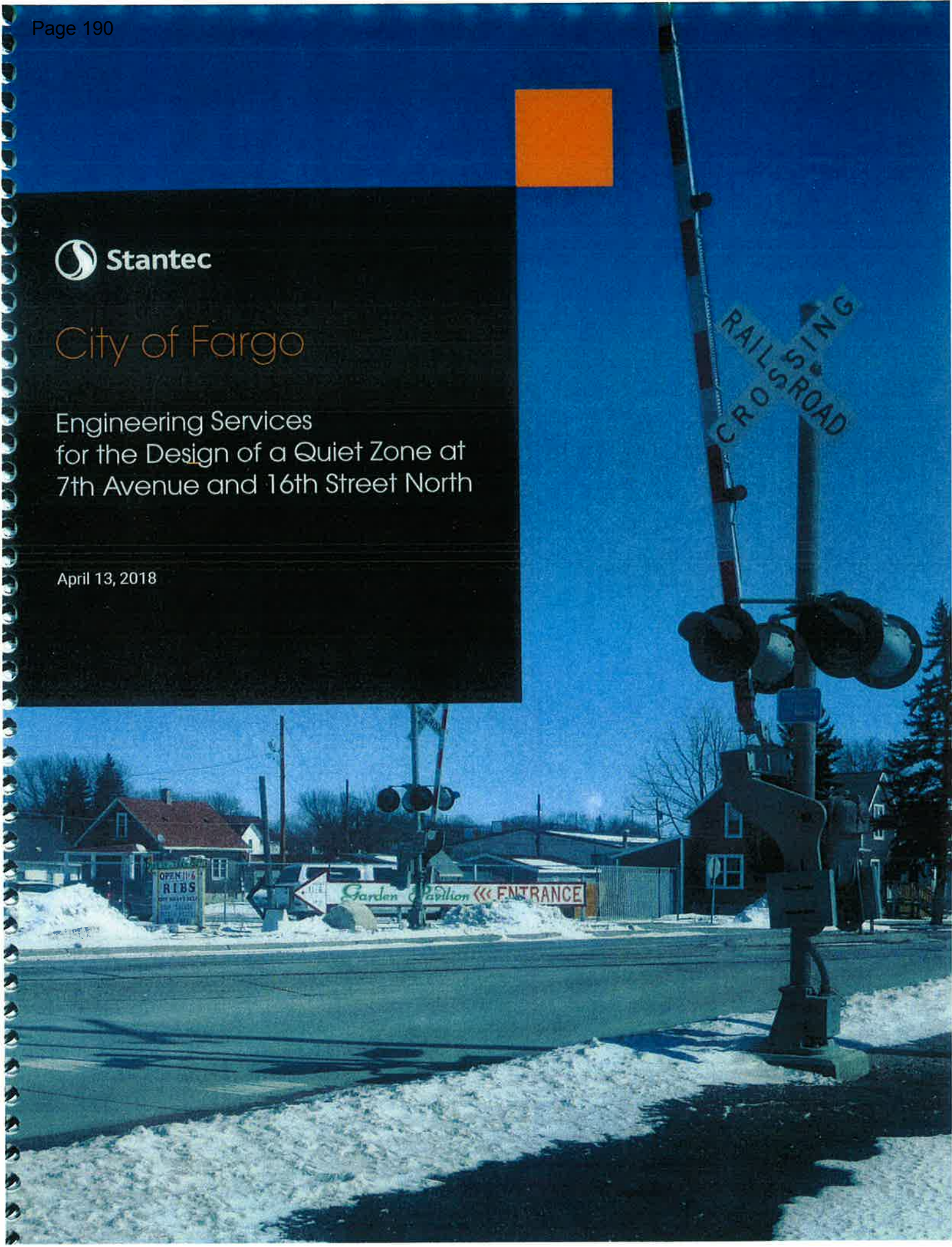
Attachment



City of Fargo

Engineering Services
for the Design of a Quiet Zone at
7th Avenue and 16th Street North

April 13, 2018





Stantec Consulting Services Inc.
3453 Interstate Blvd South, Fargo, ND 58103

April 13, 2018

Office of the City Auditor
c/o City Hall
200 3rd Street N
Fargo, ND 58102

Improving the Safety and Quality of Life for Fargo Residents along 7th Avenue and 16th Street at Grade Rail Crossings

Dear Ron Solberg and Selection Committee:

The 7th Avenue and 16th Street Quiet Zone Project Design project will provide essential upgrades and safety improvements to the grade rail crossings. Not only will the increased capacity and safety improvements address concerns in the corridor, but reconstructing and rehabilitating the crossings will be vital to the quality of life for the adjacent commercial, industrial and residential areas nearby. Stantec, in partnership with Houston Engineering, Inc. (HEI), has the experience and qualifications to provide the design, survey, and coordination necessary for the completion of the quiet zone at these locations. We believe you will find outstanding value in our approach for the following reasons:

Rail Design and Relationship Experience – Stantec has a tremendous amount of quiet zone, reconstruction and rail experience. This experience has been gained over many years serving as Consultant Engineers for BNSF and numerous municipal, county, and state agencies throughout the U.S. Additionally, we have long-standing relationships with the Federal Rail Administration and BNSF which we will use to achieve a cost-effective quiet zone implementation while meeting the required schedule.

Transportation Reconstruction Experience – Our team has extensive experience designing and building complex traffic and transportation projects. In fact, departments of transportation and large metropolitan counties are some of our large transportation engineering clients. These experiences include several at grade rail crossings and quiet zone implementation. The knowledge from these experiences will be drawn upon to provide efficient design services for throughout this project.

Local Knowledge and Location – A majority of the design work will be performed out of Stantec's Fargo office, and we will combine local knowledge with regional experts from our Minnesota offices. Furthermore, the survey work will be performed by a crew from HEI's Fargo office. Our project manager, Joel Paulsen, is local and will be accessible to the City of Fargo to deliver responsive communication throughout the project. In addition, Peggy Harter will be available as the lead public engagement and rail liaison.

We are excited to assist the City of Fargo in improving the safety and quality of life of Fargo residents with the Quiet Zone Design and Administration Services for 7th Avenue and 16th Street. Please feel free to contact us if you have any questions regarding our proposal.

Sincerely,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink, appearing to read "Joel Paulsen".

Joel Paulsen, PE
Project Manager
(701) 281-7011
joel.paulsen@stantec.com

A handwritten signature in blue ink, appearing to read "Keith H. Yapp".

Keith Yapp, PE
Principal in Charge
(320) 529-4371
keith.yapp@stantec.com



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Introduction

Firm Overview

Stantec Consulting Services Inc.
3453 Interstate Boulevard South
Fargo, North Dakota 58103
Phone: (701) 281-7011
Fax: Not Available
Established: 1954
Ownership: Public

The Stantec team has in-depth experience providing engineering services for cities around the region and across North America. Our team includes some of the region's most experienced and respected engineers, surveyors, and landscape architects with deep ties to the communities in which we work. We take pride in a long history of being part of the communities we serve. That's why at Stantec, we always **design with community in mind**. Founded in 1954, the Stantec community unites more than 22,000 specialists working in over 400 locations across North America and internationally.

Project Manager



Joel Paulsen's contact information is the same as the firm information above.

Joel Paulsen will serve as the project manager for this project. Joel recently joined Stantec as a senior project manager in our Fargo office. He has more than 17 years of

experience as an engineer and has worked on several regionally significant projects. Most notably, Joel worked on the Miles City Flood Feasibility Study, the 52nd Avenue Interchange at I-29, and the North Dakota State College of Science (NDSCS) design and construction projects. He has proven experience managing a wide range of technical areas including roadway, storm sewer, sanitary and water distribution design. Throughout his career, Joel has successfully coordinated project activities with owners and external project agencies.

Quiet Zone Expert



Peggy Harter will serve as the Quiet Zone Expert on this project. Peggy has been providing transportation planning and engineering to the Fargo-Moorhead community for the past 14-years. During those years, she has worked specifically on multiple quiet zone projects in

both North Dakota and Minnesota and has deep knowledge of the Federal Railroad Administration's (FRA)

Quiet Zone rule. Peggy is located in Fargo and her experience with the City of Fargo coupled with her history of quiet zone implementations makes her the right fit to serve as the quiet zone expert to get this project completed.

Administrative Questions

AUTHORIZED NEGOTIATOR

Joel Paulsen, Senior Associate/Senior Project Manager
3453 Interstate Boulevard South
Fargo, North Dakota 58103
Phone: (701) 281-7011

WORKLOAD AND MANPOWER SUMMARY

Because we recognize the importance of gauging current and anticipated workloads, our systems ensure a clear picture that enables us to realistically forecast staffing needs. When a project requires specific expertise, we pick and match the right people from a team of more than 22,000 professionals across the Company, with over 200 in our North Dakota and Minnesota offices. This approach provides the City of Fargo with access to additional qualified resources from within Stantec who are available to support a project whenever it kicks off.

No matter the stage of your project, our experts are adept at assuming responsibilities to build efficiently on your project's foundation. We combine industry expertise with local knowledge of the communities our clients serve to deliver City of Fargo custom solutions required for the successful completion of the project. The Stantec team will provide flexibility and redundancy, which will provide various options to the City of Fargo team in the face of peak demands during project execution. Moreover, because we understand that change can happen quickly, we build flexibility into project team development so that we are responsive to unpredictable project, economic, and regulatory shifts.

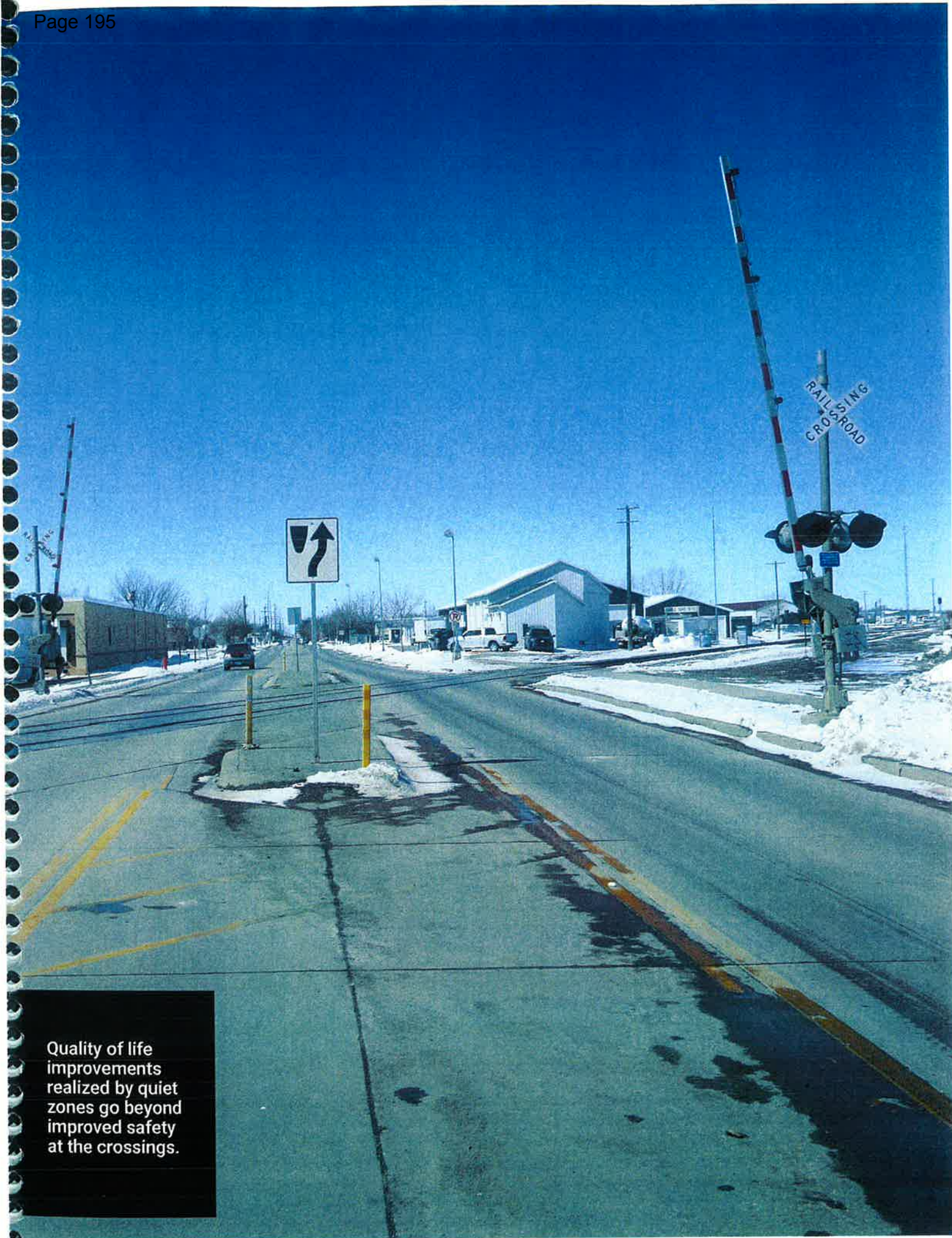
In preparing our response to this RFP we have reviewed local workloads and determined that we have the capacity, availability, and commitment to deliver this project according to the City of Fargo's established schedule.

Project Partner

Stantec is proud to partner with Houston Engineering, Inc. (HEI) as a subconsultant to meet the survey and right of way needs of this project.

Houston Engineering, Inc.

With nearly 200 full-time employees across nine offices throughout North Dakota, Minnesota, South Dakota, and Iowa, HEI offers a full range of engineering services that cover railway, transportation, surveying, water resources, environmental issues, water supply, municipal, land and site development, waste management, and GIS.



Quality of life improvements realized by quiet zones go beyond improved safety at the crossings.

Summary of Technical Process

Project Understanding

The City of Fargo is planning to establish a new quiet zone that will include the existing at-grade highway railroad crossings at 7th Avenue North and 16th Street North with the Burlington Northern Santa Fe (BNSF) Railway.

Approximately 38 trains per day cross the 7th Avenue North crossing while 14 trains per day cross the 16th Street North crossing. The regular sounding of the train horns at these two locations negatively impacts the surrounding businesses and residences. By implementing a quiet zone at these two crossings and quieting the regular sounding of the train horns, the City of Fargo will improve the quality of life for many of its residents. The establishment of a new quiet zone at these two crossings will make the entire City of Fargo whistle free.

The City of Fargo completed a Quiet Zone Assessment, dated November 3, 2016, in which they analyzed optional improvements known as Supplemental Safety Measures (SSMs) to implement a quiet zone inclusive of these two crossings. As part of the Quiet Zone Assessment, a diagnostic meeting was held with representatives from the City of Fargo, Federal Rail Administration (FRA), the North Dakota Department of Transportation (NDDOT), BNSF Railway, and the Fargo Police Department. Upon completion of the diagnostic meeting, three alternatives were considered at each crossing. The final recommendation for the implementation of a new quiet zone at the two crossings includes implementing of SSMs and upgrades to meet minimum quiet zone requirements.

The RFP identifies and describes four main tasks to be included in the Scope of Work. Generally, they would be completed sequentially, and are to conclude with two deliverables being submitted to the City when they are complete. These identified tasks are described on the following pages.

7th Avenue North (USDOT Crossing #070851M)

- Install Constant Warning Time (CWT) Detectors. This is a minimum quiet zone requirement.
- Closing the driveway just east of the crossing on the north side of 7th Avenue North to the Garden Pavilion. Develop joint access between two property owners for the Garden Pavilion to utilize the existing access onto 14th Street North with the closure of their access. **Note:** It is important to implement the closure of this access and develop a joint access agreement between the property owners. If this is not completed, the median length will be reduced significantly on the east side of the crossing and proposed improvement will then meet the definition of an Alternative Safety Measure (ASM) instead of a SSM. This change would then require the submittal of an Application instead of a Notice of Intent and significantly lengthen the

approval/determination timeline for the quiet zone.

- Install on non-traversable medians recommendation of 8-inches in height. West of the crossing, the median is recommended to be 80 to 90-feet in length and east of the crossing the median is recommended to be 80-feet in length. **Note:** Although the quiet zone rule recommends a 100-foot length median at the full height, it can be reduced in length to a minimum of 60-feet and still be considered a SSM if the reduction in length is due to an existing access. The reduction of median length to be less than 100-feet both east and west of the crossing are due to existing access locations and therefore are considered SSM improvements.
- Relocate the existing gate arm on the west side of the crossing approximately 8-feet to the west. This is due to the skew of the tracks at the crossing. In order to achieve full median height (minimum of 6-inches and recommended 8-inches) where the gate comes down, the gate arm would need to be moved further west.
- Realign the existing sidewalk on the north side of 7th Avenue North east of the crossing due to the skew of the tracks to accommodate the addition of pedestrian gate arms and mazes that would cross the tracks at 90 degrees. This will require adding concrete crossing material on the north side of the crossing to accommodate the newly relocated sidewalk/ pedestrian crossing. **Note:** This will require additional railroad easements.
- Install pedestrian gates and mazes in all four quadrants of the crossing. The mazes will include signage to "look both ways". The pedestrian gates should consider push gates or one-way gates to mitigate the concern of a wheelchair patron getting stuck between the gates when they come down.
- Fencing improvements for approximately 50-feet along the tracks.
- Install of appropriate signing per MUTCD requirements.

16th Street North (USDOT Crossing #070857D)

- Install CWT Detectors for the spur line track (southern track at the crossing.) This is a minimum quiet zone requirement. **Note:** One option to installing CWT at this location would be to request determination from FRA as to whether the installation of CWT for this spur line would be "reasonably practicable" for the establishment of a quiet zone. This request has to go to FRA's Director of the Office of Safety Analysis. Stantec has recently completed this process and it took nine months to receive correspondence back from FRA on this request. This could significantly change the timeline of the project.
- Install 100-foot long non-traversable medians both north and south of the crossing. Median height

recommendation of 8-inches.

- Add a curb and gutter along both sides of 16th Street North both north and south of the crossing.
- Add a sidewalk along the east side of 16th Street North (both north and south side of the crossing). This will include the addition of both sidewalk and concrete railroad crossing material.
- Install pedestrian gates and mazes in the northeast and southeast quadrants of the crossing. The mazes will include signage to "look both ways". The pedestrian gates should consider push gates or one-way gates to mitigate the concern of a wheelchair patron getting stuck between the gates when they come down. It is recommended that a pedestrian oasis with gates be added between the two northernmost tracks.
- Fencing improvements for approximately 50-feet along the east side of the tracks.
- Install appropriate signing per MUTCD requirements.

The City of Fargo would like to complete the required permits, applications and approvals as well as the design of the proposed improvements for the establishment of a quiet zone during 2018 and would like to bid the project in early 2019 with construction complete by mid-summer 2019.

Project Approach

Our project approach begins with excellent project administration and ends with final design plans that will meet the standards for both the City of Fargo and BNSF. Our approach as follows focuses mainly on the Quiet Zone Approval process as our strong understanding of the approach to receive approval for a quiet zone will make or break your project schedule.

Project Administration

Our project manager, Joel Paulsen, will adhere to the project administration duties as outline within the Request for Proposals (RFP). This is inclusive of regular project management duties as well as preparing for, attending, and following up for up to seven (7) Project Review Committee (PRC) meetings. We have identified within our project schedule 6 of the PRC meetings and will determine as the project progresses when and if a seventh meeting is needed. The PRC meetings are proposed to be conducted as follows: 1) Kick-off Meeting, 2) QZ NOI Submittal (review of document prior to submittal), 3) Pre-design meeting (to be held after the QZ NOI 60-day comment period), 4) 30% Plan Review, 5) 95% Plan Review, 6) Final Plans.

Quiet Zone Approvals

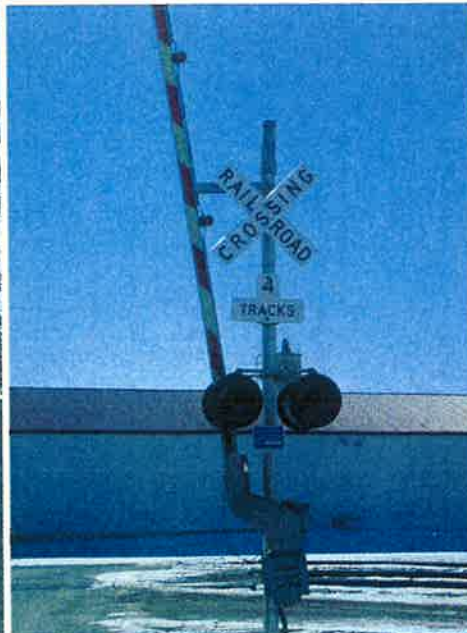
The proposed improvements recommended in the November 2016 Quiet Zone Assessment would indeed result in the implementation of a quiet zone based on implementing SSMs at each of the crossings included within the quiet zone. The "Next Steps" identified within the Quiet Zone Assessment are as follows:

1. Submit the FRA Quiet Zone Notice of Intent (NOI) along with the Request for Determination to all appropriate stakeholders (City of Fargo, NDDOT, FRA, BNSF).
2. Notice of Intent – 60-day comment period
3. Design and construct proposed improvements
4. Submit Notice of Establishment (NOE) to all appropriate stakeholders (same list as NOI submittal).

After reviewing the recommended "Next Steps" from the Quiet Zone Assessment, we suggest the following action items and decisions that need to take place during the first Project Review Committee meeting to finalize the project schedule:



Implementing a quiet zone will promote quality of life without compromising safety in the City of Fargo.



We help communities across the Midwest implement quiet zones, address traffic impacts, and evaluate safety concerns.





Smoothing the interaction between our transportation modes improves safety and quality of life for the community.

1. Determine whether the City of Fargo is planning to install CWT for the spur line of the 16th Street North crossing. The alternate option is to request determination from FRA as to whether the installation of CWT for this spur line would be "reasonably practicable" for the establishment of a quiet zone.
2. Determine whether the City of Fargo will be able to close the access in the northeast quadrant of the 7th Avenue North crossing.
3. Determine whether BNSF supports the new pedestrian facility/crossings at the 16th Street North crossing. The pedestrian improvements were discussed at the Quiet Zone diagnostic meeting and it appeared that BNSF was in support of the improvements. If this is still the case, keep the pedestrian improvements in this project. If it may take more time to approve the addition of the pedestrian improvements at the 16th Street North crossing, it can be taken out of this project and implemented in the future. Although pedestrian improvements should be considered when implementing a new quiet zone, they are not required. Because the pedestrian improvements at 16th Street North would be the addition of new sidewalk, it may take longer to get the required approvals and they may be considered for future construction.
4. Identify BNSF's schedule for completing the required

work to implement work that would be completed within their right of way. Also determine if BNSF would plan to complete their own plans for the project.

The Stantec Quiet Zone team is very familiar with the steps and processes required to implement a new quiet zone per FRA's rule. As you can see above, the approach that we would take to implement the quiet zone and complete the determination process, depends on a few items that will need to be determined early on in the process. We have developed two timelines below for the quiet zone determination process – one for the least amount of time that would be required and one for the most amount of time depending on decisions made throughout the process:

Shortest Timeframe: Implementation of SSMs (includes installation of CWT at both crossings and full SSM improvements including the access closure in the NE quadrant of 7th Avenue North.)

1. Hold the initial PRC Meeting – 2 weeks after contract initiation
2. Prepare NOI Documentation – 2 weeks after PRC Meeting
3. Submit NOI and wait for Comments – 60-day required comment period

With this schedule, the proposed safety measures for

the implementation of a quiet zone may be reviewed and approved within 90 days or approximately 3 months after contract initiation. At that time, design plans could begin. This project schedule would allow for 2019 construction of the proposed quiet zone improvements.

Longest Timeframe: CWT Determination Request and Implementation of ASM at 7th Avenue North (Due to the implementation of an ASM at one crossing location, an Application will need to be submitted instead of the NOI.)

1. Hold the initial PRC Meeting – 2 weeks after contract initiation
2. Submit CWT Determination Request to FRA for 16th Street North spur line – Up to 9 months for response
3. Prepare and Submit Quiet Zone Application after CWT Determination Response has been received – 2 weeks
4. Quiet Zone Application Comment Period – Up to 9 months for response

With this schedule, the proposed safety measures for the implementation of a quiet zone may be reviewed and approved within 19 months after contract initiation. At that time, design plans could begin. This project schedule would not allow for 2019 construction of the proposed quiet zone improvements.

Project Design Development Design Survey and Preliminary Engineering

Stantec has collaborated with Houston Engineering to complete the design survey for the project. The full topographic survey will be completed using the NAVD88 Vertical Datum on the City of Fargo coordinate system. Stantec's design team will then utilize the design survey to create the digital base mapping. Once the digital base mapping has been reviewed and approved, we will complete the preliminary design elements for the proposed improvements inclusive of geometrics, profiles, utility impacts, lighting, and cost estimates. Once the preliminary design elements are completed they will be reviewed by the City of Fargo prior to the Public Input Meeting.

Public Involvement

In addition to the PRC meetings, this project will also include Property/Business Owner Meetings and one Public Meeting. We are proposing that the Property/Business Owner

Meetings occur early in the process to inform attendees of the quiet zone process and the proposed improvements outline within the NOI prior to submitting the official NOI for approvals. Stantec will be responsible for preparing, inviting, holding, and summarizing these meetings. The Public Meeting will be held after preliminary design is completed and before final design begins. The public meeting will inform the public of what a quiet zone is and that the train engineer still can blow the train horn whistles in certain situations even after the quiet zone is in place. The public meeting will also display the preliminary design plans for the project as well as preliminary costs for the project and a schedule to implement. Stantec will prepare for, advertise, hold, and summarize the public input meeting.

Final Design

The Stantec team will prepare the final design plans for the project that will follow all the City of Fargo design standards and specifications and will meet all the requirements and submittals as outlined in the RFP. This will also include assisting with the right of way process by defining the easement/right of way needs, preparing the legal descriptions and plats for easements/right of way, and providing support to City of Fargo staff as needed during the appraisal and negotiations. Our design team will also complete plans for any utility relocation and adjustment needs. Ultimately, the City of Fargo will have a set of detailed construction plans that are inclusive of the plan sheets as outlined within the RFP. We will coordinate with BNSF to determine whether they will be providing the plan sheets for work within their right of way and incorporate those plan sheets into the plan set. If BNSF prefers that Stantec complete the plans for the work within their right of way, we will complete them under direction of our Class I Rail Coordinator, Steve Pierce. The 100% Plan Set will be completed by February 1, 2019.

Project Schedule

The project schedule shown below adheres to the "shorter timeframe" path that is outlined within the Quiet Zone Approvals portion of this proposal. If decisions are made during the kick-off of the project that would lengthen the project schedule, Stantec will work hand in hand with the City of Fargo to re-evaluate and update the project schedule, before it is shared with property/business owners or the public.

Project Schedule - Fargo Quiet Zone

Project Tasks	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar
Project Management											
PRC Meetings	#1	#2			#3		#4		#5	#6	
Quiet Zone Approvals			NOI 60-Day Review								
Public Involvement		(B)				(PIM)					
Design Survey/Right of Way		Survey					R/W				
Preliminary Design											
Final Design											

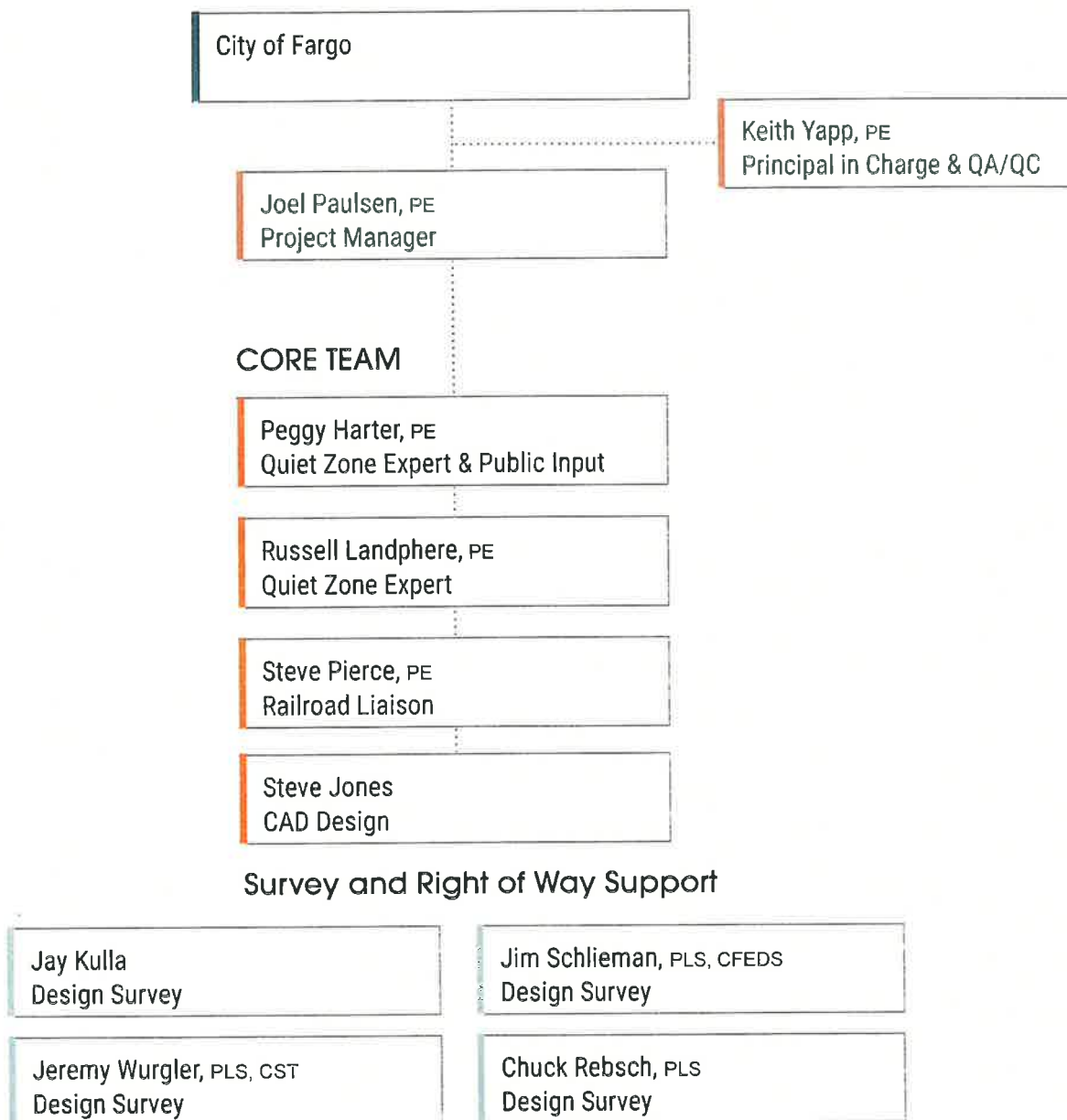
(B) = Business Owner Meeting

(PIM) = Public Input Meeting

Project Staff

Organizational Chart

Our team has been designed with your needs in mind. We've chosen staff with specialized expertise in implementing quiet zones and with rail expertise.



- Stantec
- Houston Engineering

Staff Summary

Name, Job Title	Role	Project Responsibilities
Joel Paulsen Senior Associate	Project Manager	<ul style="list-style-type: none"> Project administration including coordination of all project activities and keeping the project on schedule
Keith Yapp Principal	Principal in Charge & QA/QC	<ul style="list-style-type: none"> Quality Assurance and Quality Control Assigning additional personnel to the project as necessary
Peggy Harter Senior Associate	Quiet Zone Expert & Public Input	<ul style="list-style-type: none"> Completion and coordination of quiet zone documents Preparing, planning, and holding public input meetings
Russell Landphere Project Manager	Quiet Zone Expert	<ul style="list-style-type: none"> Development of quiet zone documents
Steve Pierce Senior Rail Engineer	Railroad Liaison	<ul style="list-style-type: none"> Coordination with BNSF Railroad design
Steve Jones Senior Engineering Technician	CAD Design	<ul style="list-style-type: none"> Development of design plans
Jay Kulla Survey Crew Chief HEI	Design Survey	<ul style="list-style-type: none"> Design survey
Jim Schlieman Right-of-Way & Easement Acquisition HEI	Right of Way	<ul style="list-style-type: none"> Define easement and right of way acquisition needs Prepare legal descriptions and plats for easements and right of way Provide support to City staff as needed during appraisal and negotiations
Jeremy Wurgler Survey Crew Chief HEI	Design Survey	<ul style="list-style-type: none"> Design survey
Chuck Rebsch Survey Coordinator HEI	Design Survey	<ul style="list-style-type: none"> Design survey

**Full resumes are provided at the end of this document as an Appendix.*

Commitment

Stantec formally commits Joel and his supporting core team members to meeting the City of Fargo's engineering needs. Joel will coordinate all project activities including maintaining the project schedule at your direction. Joel does not have any conflicting work and he has sufficient capacity to take on the City's needs for this project.

Turn to the next page to
view our similar project
experience.



Similar Project Experience



Benson Rail At-Grade Crossing Improvements

Benson, Minnesota

Stantec helped the City of Benson determine that the impacts of a grade separated crossing within the City of Benson was not feasible. Other alternative measures were developed to improve the vehicle/train interactions throughout the City of Benson.

The City of Benson has been dealing with an issue related to its railroad at-grade crossings for many years. Blocked crossings are a common occurrence which hinders the movement of vehicles and pedestrians within the City. The greatest concern for the blocked crossings is related to emergency services and their ability to serve the City of Benson and surrounding communities.

The City of Benson contracted with Stantec to perform a study to review alternatives to mitigate these issues the City currently faces. The Minnesota Department of Transportation (MnDOT) had previously determined the need for a grade separated rail crossing at US Highway 12. Stantec's study determined early on that this was not a feasible alternative due to the low daily vehicle-train exposures, cost, and major impacts to Benson's Central Business District. Stantec then worked cooperatively with the City of Benson, MnDOT, Federal Rail Administration (FRA), and BNSF to develop alternatives that would mitigate both mobility and safety issues for the existing at-grade rail crossings. These alternatives were discussed as both an official Diagnostic Meeting and then with the public at a Public Input Meeting.

The study was completed with an implementation plan inclusive of agreed to alternatives that would mitigate the mobility and safety issues, preliminary cost estimates for the alternatives, coordination with BNSF of the proposed improvements, and optional funding sources to program and construct the improvements.



Deer Creek Addition

Fargo, North Dakota

Stantec helped Fargo grow by providing the infrastructure design, bidding, and construction services for a new residential development.

The Deer Creek addition, planned for Fargo's growing southwest side, meant 362 new homes, and with those new homes came the need for safe roadways and reliable utilities. The City of Fargo selected Stantec to provide final design, bidding, and construction administration for the street construction and underground utilities.

To keep this large project manageable, the project was divided into four separate plan sets and projects (three underground utility projects and one street construction project). To keep it on track, the Stantec team worked closely with the Fargo Engineering Department: from kickoff meetings and bi-weekly construction meetings and through project closeout and record plan documentation.

Project design began in 2013 with construction extending from early 2014 to late 2015. The combined projects built over six miles of curb and gutter, 16,490 feet of new sanitary sewer ranging in size from 6 to 15 inches in diameter, 17,555 feet of water main, 19,995 feet of storm sewer mainline, and 362 residential services. An existing 72-inch storm sewer added complexity to the design, but Stantec used borings and directional drilling to allow installation around and below the line.

Stantec's design provided utilities and preliminary street grades that would mesh with the remaining project phases, providing confidence that all pieces of the development's full build-out would be served by a seamless infrastructure.

Our field representatives also played a critical role during the \$11 million construction project as they maintained open communication lines between the contractors and coordinated work areas and schedules.



Quiet Zone Feasibility Study Thompson, North Dakota

Stantec worked with the City of Thompson, ND to determine the feasibility of establishing a train horn quiet zone through Thompson, ND.

Located approximately 70 miles north of Fargo, the City of Thompson was interested in implementing a quiet zone through two public at grade crossings.

The project included determining which crossings could and should be included in the quiet zone, collecting the data on the crossings to include vehicle, train traffic and crash history, determining which safety measures were feasible due to cost and physical geometry of the crossings and calculating the various risk indexes before and after proposed safety measures were chosen.

The feasibility study began in February of 2014 and was submitted to the City in June of 2014. The City decided not to pursue the quiet zone due to lack of funding.



Quiet Zone Implementation Glyndon, Minnesota

Nestled 20 minutes east of Fargo between US Highway 10 and the BNSF railway lies the 1,400-person strong community of Glyndon, MN. Within the city limits, Glyndon has three at grade railroad crossings with anywhere from 25 to 55 trains in a 24-hour period. The entire populace lives within a 1-mile radius of a crossing and the City offices are only 250 feet from the tracks. The City of Glyndon selected Stantec to produce a feasibility study to see if it was possible to establish a quiet zone through these three crossings.

The project included determining which crossings could and should be included in the quiet zone, collecting the data on the crossings to include vehicle and train traffic and crash history, determining which safety measures were feasible due to cost and physical geometry of the crossings and calculating the various risk indexes before and after proposed safety measures were chosen. Stantec also held an official diagnostic meeting with the members of various transportation agencies effected, developed a Notice of Intent Document to submit to the transportation agencies involved and assisted the City of Glyndon in finding funding for the project.

Project design began in June of 2015 and the safety measures will be built in conjunction with a county highway project scheduled for the summer of 2018.

References

Glyndon Quiet Zone Implementation

City Clerk/ Treasurer – Wendy Affieldt | City of Glyndon
36 3rd Street SE
Glyndon, Minnesota 56547
(218) 498-2578 | waffield@glyndonmn.com

Benson Rail At-Grade Crossing Improvements

City Manager – Rob Wolfington | City of Benson
1410 Kansas Avenue
Benson, MN 56215
(320) 843-5448 | rob.wolfington@city.co.swift.mn.us

Moorhead 12th Avenue South and 45th Street

City Engineer – Bob Zimmerman | City of Moorhead
500 Center Ave.
Moorhead, MN 56561
(218) 299-5390 | bob.zimmerman@ci.moorhead.mn.us

Cost Proposal Form

Our proposed cost for this project is inclusive of the scope of work items identified within the RFP that not only includes all design tasks but also includes the public involvement tasks as well as quiet zone permitting and approvals.

COST PROPOSAL FORM

Improvement District No. TR-18-B0

Type: Quiet Zone Construction

Location: BNSF crossings on 7th Avenue North and 16th Street North

Cost Proposals shall be based on fixed fee lump sum but payments will be based on actual hourly rates. Attach basic fee structure and hourly rates for staff included on project.

PHASE 1 - PRELIMINARY & FINAL DESIGN, AND OTHER PRE-CONSTRUCTION ACTIVITIES

PHASE 1 TOTAL

\$73,500

Firm: Stantec Consulting Services Inc.

Approved: 

Name

Senior Project Manager

Title

4/13/2018

Date

Hourly Fee Structure Rates

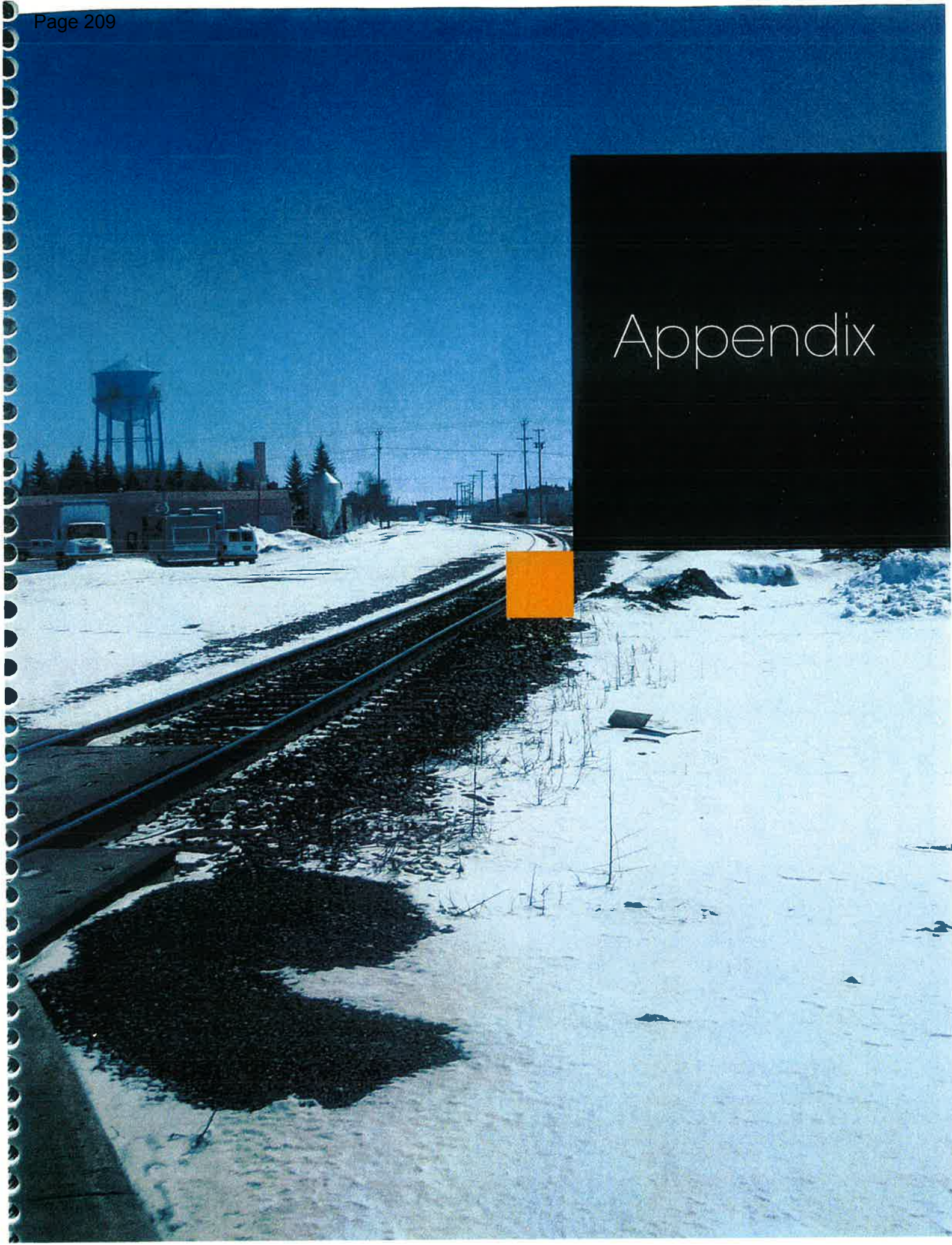
Classification	2018 Rates
Senior Principal	\$180 - \$266
Principal	\$156 - \$210
Specialist*	\$156 - \$306
Project Manager	\$129 - \$180
Senior Engineer Scientist Architect Landscape Architect Planner	\$137 - \$180
Architect Landscape Architect	\$115 - \$156
Land Surveyor	\$108 - \$137
Engineer Planner Scientist Geologist Hygienist	\$95 - \$151
Designer GIS Landscape Designer Graphics Senior Technician	\$102 - \$144
Engineering Technician	\$102 - \$144
Project Technician	\$80 - \$108
Field Supervisor	\$115 - \$180
Crew Chief	\$95 - \$151
Inspector	\$80 - \$137
Survey Technician	\$80 - \$95

* Specialist: Experts in highly technical disciplines including Principal Planners, Market Analyst, and Certified Industrial Hygienist

These rates are adjusted annually in accordance with the normal review procedures of Stantec.

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Appendix



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MEET THE TEAM



Joel Paulsen

PE, CFM

Project Manager

Education

- Bachelor of Science, Civil Engineering, North Dakota State University, Fargo, North Dakota, 2005

Registrations

- Professional Engineer #6633, State of North Dakota
- Professional Engineer #47964, State of Minnesota
- Certified FEMA Flood Plain Manager

Joel Paulsen recently joined Stantec as a senior project manager. He has more than 14 years of experience as an engineer and has worked on several regionally significant projects. Most notably, Joel worked on the Miles City Flood Feasibility Study, the 52nd Avenue Interchange at I-29, University Drive Reconstruction from 40th to 52nd Avenue and the North Dakota State College of Science (NDSCS) design and construction project. He has proven experience managing a wide range of technical areas including roadway, storm sewer, sanitary and water distribution design. Throughout his career, Joel has successfully coordinated project activities with owners and external project agencies.

Related Experience

- **North Dakota State College of Science Reconstruction*, Wahpeton, North Dakota (Program Manager)**
Joel managed the \$14 million dollar budget and administered the preliminary design, Plan Preparation, and Construction Administration of the program. The project construction took place over two seasons and encompassed water distribution and sanitary sewer pipe replacement, Storm sewer modeling and pipe replacement, 11 parking lot pavement reconstruction, ADA improvements, pedestrian and vehicle traffic movement enhancements as well as a cataloged asset management system for underground utilities. Joel coordinated faculty, staff, building programming, and students to insure the work could be completed efficiently, economically, and safely. Joel was responsible for many value engineering ideas that were incorporated into the program, including pavement recycling, concrete pipe and curb and gutter recycling, economical pavement design and machine-controlled grading to minimize construction costs and maximize the impact of the project. Joel cataloged the exiting and replaced underground utilities in a GIS based dashboard and implemented an asset management database for the efficient and cost-effective operation and maintenance.
- **7th Avenue North Corridor Reconstruction from 45th Street to I-29*, Fargo, North Dakota (Design Engineer)**
Joel was the lead storm water and pavement geometric designer for the reconstruction of 7th Avenue. Joel performed the hydrologic and hydraulic design which included pavement drainage, ROW drainage, flood protection, and lift station/gate well improvements. Construction and post construction services were provided as required. Coordination with the City of Fargo Landfill was done by Joel to install a wastewater collection line into the adjacent landfill for future improvements.
- **I-29 and 52nd Avenue Interchange Reconstruction*, Fargo, North Dakota (Designer)**
Joel was a designer for the 52nd avenue and I-29 Interchange reconstruction. His scope of services involved the geometric design of 52nd Avenue, Interchange loops and ramps, intersections at 38th street and 36th street. Joel performed the hydrologic and hydraulic design of the interchange, 52nd Avenue, I-29 ROW including a stormwater lift station, within the I-29 ROW and a flood control lift station at Drain 53.

*denotes projects completed with other firms



Keith Yapp

PE

Principal in Charge & QA/QC

Education

- Bachelor of Science, Civil Engineering, North Dakota State University, Fargo, North Dakota, 1987

Registrations

- Professional Engineer #PE-4149, State of North Dakota
- Professional Engineer #21118, State of Minnesota

Keith Yapp joined Stantec in 1987 and currently serves as a Civil Engineer. He is currently the Municipal Team Leader for Central Minnesota. He has a broad background in water, wastewater, and natural resources engineering, which complements his municipal experience. Keith also leads our Construction Engineering Team on highway projects in North Dakota.

Related Experience

- **I-94 Bridge Replacement over BNSF spur line, Jamestown, North Dakota**
Keith is serving as the project engineer overseeing the onsite construction management staff overseeing a bridge replacement over a BNSF spur line. Verifying required safety activities and review of structural submittal are key components of this work.
- **Erosion & Sediment Control Site Improvements, BNSF Willmar Yard, Willmar, Minnesota**
Keith served as the Project Manager for the design of several sediment control improvements to address erosion issues along the south edge of the yard. The improvements consisted of regrading and incorporating vegetative buffer strips to reduce the transport of fines from the site. A storm sewer pipe was jacked under the mainline tracks to address a drainage issue that was causing safety concerns in the yard.
- **Erosion & Sediment Control Site Improvements, BNSF Dilworth Yard, Dilworth, Minnesota**
Keith served as the Project Manager for the design of several new sediment control improvements to address erosion issues within the yard. The improvements consisted of regrading and rerouting of the storm water incorporating vegetative buffer strips to reduce the transport of fines from the site.
- **4th Street Reconstruction, Sauk Centre, Minnesota**
Keith was the Project Manager on this reconstruction project. He led the preliminary analysis and final design effort for this flooding relief and reconstruction project. This project featured the installation of a new trunk storm sewer system through a residential and commercial area in Sauk Centre to alleviate chronic flooding. The project included complete utility replacement, street reconstruction, and sidewalk improvements in a 14-block stretch in the heart of the city.
- **Gold'n Plump Utility Improvements, Cold Spring, Minnesota (Project Manager)**
Keith managed the funding, design and construction of this multi-disciplined infrastructure project. Funding was through MnDEED and Federal EDA. This project included the installation of trunk and lateral sanitary sewer and water main to provide required utility service to a large industrial customer that was planning to connect to the City.



Peggy Harter

PE

Quiet Zone Expert/Public Input

Education

- Bachelor of Science, Civil Engineering, North Dakota State University, Fargo, North Dakota, 2002

Registrations

- Professional Engineer #PE-5948, State of North Dakota
- Professional Engineer #47655, State of Minnesota

Peggy Harter has been working as a transportation engineer/planner in the North Dakota and Minnesota area since 2004 and has been involved in a wide variety of transportation and environmental planning and engineering design projects; including railroad safety studies and quiet zones improvements, corridor studies, environmental documents, traffic impact studies, short and long range transportation plans, bicycle/pedestrian plans, railroad safety planning studies, interstate access justification reports, intersection control evaluations and crash analysis/safety studies. She is known in the area to complete projects in a satisfactory, timely manner and works through the public process to get local and state approval for projects to move into construction. Peggy has also been very successful working with jurisdictions to secure funds for projects through competitive grants and the programming process. Peggy has been very successful as the Project Manager for several engineering and planning projects.

Related Experience

• Engineering Pre-Design and Design Projects in North Dakota and Minnesota (Project Manager)

Since joining Stantec, Peggy has been managing both engineering design and preliminary design projects as follows:

- Thompson, ND – Quiet Zone Feasibility Study
- Benson, MN – Railroad Crossing Study and Implementation
- Glyndon, MN – Quiet Zone Improvements

• Railroad Safety/Quiet Zones**, Multiple Locations across Minnesota and North Dakota

Peggy has been involved in numerous projects to improve safety on roadways and at railroad crossings. Since 2004, she has worked on the following traffic and rail safety projects:

- Benson, MN Railroad Crossing Study and Implementation
- Thompson, ND Quiet Zone Feasibility Study
- Glyndon, MN Safety Improvements to Implement a Quiet Zone
- Harwood Railroad Safety Improvements to Implement a Quiet Zone*
- Casselton Railroad Safety Improvements to Implement a Quiet Zone*
- Medora Railroad Safety Improvements to Implement a Quiet Zone*
- Grand Forks/East Grand Forks Railroad Safety Improvements to Implement a Quiet Zone*
- Minot Railroad Safety Improvements to Implement a Quiet Zone*

**denotes projects completed with other firms*



Russell Landphere

PE

Quiet Zone Expert

Education

- Bachelor of Science, Civil Engineering, North Dakota State University, Fargo, North Dakota, 2010

Registrations

- Professional Engineer #PE-10609, State of North Dakota

Russell Landphere joined Stantec in 2015 and is a Project Manager and Professional Engineer. Russell brings eight years of experience in construction inspection, material testing, project management, environmental documentation, and design. He specializes in, and has successfully executed, construction administration services for several NDDOT transportation projects.

Related Experience

- **City of Glyndon Quiet Zone**
Establishment of a Quiet Zone through three public at grade crossings in the City of Glyndon. Russell assisted with all aspects of the quiet zone procedure including the feasibility study, calculating the risk indexes, preparing reports and producing the quiet zone NOI.
- **2015, 2016 and 2017 Moorhead, MN Storm and Sanitary Lift Station Projects, Moorhead, Minnesota**
Project Manager/Lead Civil Engineer providing site planning, and preliminary engineering for Prentice Park Campground, Comfort Station and Canoe Landing. Utility considerations, site access, and site planning with City Staff was provided in and effort to apply for grant funding.
- **TH 75 South, Moorhead, Minnesota**
Expansion of Trunk Highway 75 South of Moorhead, MN. The expansion included adding additional driving and turn lanes and curb and gutter to the existing 2 lane roadway. Russell was the project manager for the survey portion of this project.
- **Highway 20 and Highway 17*, Devils Lake District, North Dakota**
Overlay of Highways 20 and 17 from Edmore, ND west to the junction of Highway 20 and north to the junction of Highway 5. This was a 40+ mile project to conduct a pavement overlay, sliver widening, addition of turn lanes and culvert replacements/extensions. Russell was the lead inspector on the project and assisted the District with project management duties.
- **Highway 22*, Dickinson, North Dakota**
Full reconstruction of Highway 22 from the Dunn County line to 14 miles north. The 14 mile full reconstruction included addition of turn lanes, passing lanes, concrete treated based, 7.5 inch pavement section, 160,000 tons of bituminous pavement, weather station, and DMS installation. Russell was the project manager and lead inspector for the construction administration of this project.

*denotes projects completed with other firms



Steve Jones

CAD Design

Education

- Bachelor of Science Civil Engineering, North Dakota State University, Fargo, North Dakota, 1985

Registrations

- Engineer-In-Training, State of Minnesota

Steve Jones joined Stantec in 1988 and currently serves as a civil engineer. With his many years of experience designing both municipal and private engineering projects, Steve's project design expertise includes roadways, road grade, sanitary sewer, water main and storm sewer installations. He has provided design and construction management services for many Minnesota communities.

Related Experience

- **Long Island Rail Road – LIRR Expansion Project from Floral Park To Hicksville (2018)**
Steve was responsible for drafting an AutoCad plan set covering horizontal and vertical alignments for the various sets of tracks included in the project.
- **2008 Capital Improvements, Sartell, Minnesota**
Steve prepared plans for roadway and rain garden construction. He was also responsible for construction management. This \$4.9 million residential reconstruction project included street, sanitary sewer, water main, and storm sewer improvements.
- **2009 Roberts Road Improvements, Sartell, Minnesota**
Steve prepared plans for roadway and pond design, and was responsible for construction management. The project involved construction of a new collector with utilities from PCR to Heritage Drive.
- **West Heritage Drive, Sartell, Minnesota**
Steve prepared plans for roadway and pond design, and was responsible for construction management. The project involved reconstruction and realignment of Heritage Drive from PCR to CSAH 1.
- **CR 120 and CSAH 1 Reconstruction, Sartell, Minnesota**
Steve was responsible for storm sewer and pond design. This project involved reconstructing CR 120 and CSAH 1 for the new retail development east of TH 15. Stantec designed a four-lane divided urban roadway with three roundabouts to reduce congestion. Improvements included landscaping, decorative lighting, and a new recreational trail facility.



Steve Pierce

PE, P.Eng.

Railroad Liaison

Education

- Bachelor of Science - Civil Engineering, University of Alberta, Edmonton, Alberta, 2000
- Railway Bridge Engineering, University of Wisconsin, Madison, Wisconsin, 2006

Registrations

- Professional Engineer #54340, State of Minnesota
- Professional Engineer #67971, Association of Professional Engineers and Geoscientists of Alberta

Steve Pierce is a senior rail engineer with more than 19 years of experience working with private engineering firms, Class 1 railways, and rail contractors. He has a diverse background in rail projects involving yard expansions, bridge replacements, facilities upgrades and the coordination of 3rd party projects that interact with the railway. Steve also has extensive operational experience in the planning, scheduling, and execution of mainline workblocks, worktrains. Steve has led rail projects in both Canada and the United States.

Steve is responsible for ensuring that the client's operations are maintained with a strict adherence to safety, while providing project deliverables on time and on budget. His knowledge of and experience with railway procedures and requirements helps to streamline interactions with the railway.

Related Experience

- **Shoulder Creek As-Built Survey Coordination, CN Superior Sub MP 339.45, Chippewa County, Wisconsin (Railway Coordinator)**
After a fire destroyed the bridge at Shoulder Creek CN needed to reopen the mainline as soon as possible. Stantec responded to CN's request to provide environmental permits and as built surveys for the newly installed culverts.
- **BNSF Lake Park Wagon Bridge Replacement, Lake Park, Minnesota (Railway Coordinator)**
Stantec has provided Inspection and Coordination services to BNSF during the replacement of the CSAH 7 bridge over their mainline in Lake Park.
- **BNSF Jamestown Bridge Replacement, Jamestown, North Dakota (Railway Coordinator)**
Stantec has provided Inspection and Coordination services to BNSF during the replacement of the I-94 bridge over their tracks in Jamestown.
- **Bridge Replacement over Hwy 27, MP 137 Detroit Lakes Subdivision Canadian Pacific Railway, Alexandria, Minnesota (Project Engineer)**
Oversaw the installation of a new thru-plate girder ballasted deck bridge over Hwy. 27 in Alexandria, MN. This project required coordination with local agencies to close the highway during phases of the bridge erection and installation. Coordination was also performed with various work forces to complete the work within the set trackblocks.
- **Railway Operations Relocation, Winona, Minnesota (Project Engineer)**
To assist the City of Winona identify alternatives to the construction of a grade separation Stantec developed a plan for the relocation of railway switching operations that crossed Mankato Ave. Stantec then work with the City to present these options to the railway for consideration. This work is still in progress with talks progress with the railway..



Jay Kulla

Survey Crew Chief



Education

- AAS in Civil Engineering Technology, Lake Region Junior College

Registration

- CST Level III—0307 2918

Jay Kulla is a Survey Crew Chief in charge of directing survey crew efforts on cross-section, topographic control, construction staking, and legal boundary surveys. His 40 years of experience includes leading preliminary surveys, boundary and legal surveys, topographic and hydrographic surveys, and right-of-way, alignment, bridge, and construction surveys. Jay has experience in density testing/compaction control, concrete testing, and asphalt/seal coat testing.

Related Experience

- **Harwood Quiet Zone Improvements, City of Harwood, ND**
Survey Crew Chief for the design and construction observation for the implementation of a quiet zone project. HEI worked closely with the Fargo-Moorhead Metropolitan Council of Governments, the North Dakota Department of Transportation, Cass County, and the BNSF Railway to ensure that all American Railway Engineering and Maintenance-of-Way Association, BNSF, and Federal Railroad Administration requirements were met.
- **Bridge over Red River, BNSF Railway, Fargo, ND**
Survey Crew Chief in the replacement of a BNSF bridge over the Red River between Main Avenue and NP/Center Avenue. HEI also provided construction surveying services.
- **25th Street South Roadway Reconstruction and Bridge Widening, Fargo, ND**
Survey Crew Chief. Due to congested traffic flow, approximately 1 mile of 25th Street South was widened from a four-lane to a six-lane roadway. The bridge running over I-94 was also widened to more than 120 feet. HEI led the PCR and design for the roadway and bridge widening, and Alfred Benesch & Company led the initial corridor study.
- **Ground Control Survey for Fargo, North Dakota, Citywide GIS Base Map**
Survey Crew Chief on a survey project for the city of Fargo, North Dakota, which consisted of locating or re-establishing 203 section corners and quarter corners and tying them into the State Plane Coordinate System. These corners and related subdivided lines were then tied into property corners throughout the city to be used as ground control for a citywide GIS base map.
- **Preliminary Engineering for Railway Grade Raise on the Rolla Sub, MP 0 to MP 10, BNSF Railway, Devils Lake, ND**
Survey Crew Chief for a preliminary engineering design study to raise segments of the Rolla Sub that were vulnerable to the rising Devils Lake. Performed topographic survey, hydraulic analysis survey, and construction staking survey. HEI estimated quantities for rail embankment and road crossings using existing LiDAR data supplemented with field surveying. HEI also developed cost estimates for raising the grade in three increments while the Sub remained in service.



Jim Schlieman

PLS, CFEDS

Right-of-Way and Easement Acquisition



Education

- BS in Land Surveying/Mapping Science, St. Cloud State University
- AAS in Civil Engineering and Survey Technology, St. Cloud Technical College

Registration

- PLS Minnesota—44867
- PLS North Dakota—6086
- PLS South Dakota—13668
- Certified Federal Surveyor (CFedS)—1450

Jim Schlieman serves as HEI's Corporate Survey Manager and will be responsible for right-of way and easement acquisition for this project. Jim is a registered Professional Land Surveyor in North Dakota, South Dakota, and Minnesota as well as a Certified Federal Surveyor. His responsibilities at HEI include project management of survey projects and supervision of survey staff. His extensive experience includes, but is not limited to, topographical surveys, boundary surveys, ALTA/ACSM Land Title Surveys, GIS and aerial photography control surveys, right-of-way and alignment surveys, plats, and other boundary and topographic subdivision platting, right-of-way platting, wetland mitigation and litigation surveys, and easement acquisition surveys.

Related Experience

- **Harwood Quiet Zone Improvements, City of Harwood, ND**
Professional Land Surveyor for the design and construction observation for the implementation of a quiet zone project. HEI worked closely with the Fargo-Moorhead Metropolitan Council of Governments, the North Dakota Department of Transportation, Cass County, and the BNSF Railway to ensure that all American Railway Engineering and Maintenance-of-Way Association, BNSF, and Federal Railroad Administration requirements were met.
- **Flood Risk Management Project (Task Order 13), Fargo, ND**
Project Surveyor in the creation of flood protection alternatives for 2nd Street and downtown Fargo. The flood protection options include realigning 2nd Street North to the west to accommodate floodwalls and would require the acquisition and demolition of the Park East Apartments.
- **NDSU Student Housing, Fargo, N**
The NDSU Foundation Association and Alumni Association pursued an alternative method to provide additional student housing since funding wasn't available from NDSU. The Foundation began working with PROffutt Limited Partnership in 2016 to construct a new student apartment complex across from the Bison Sports Arena on the east side of University Drive between 16th and 17th Avenues. The complex provides nearly 350 new beds for NDSU students as well as more than 6,000 square feet of commercial space.
- **Railway Right-of-Way Expansion, BNSF Railway, North Dakota and Minnesota.**
Project Manager for preparation of pre-acquisition ALTA/ACSM land title surveys on prospective railroad right-of-way acquisition parcels throughout North Dakota and Minnesota as well as preparation of outlot plats on all parcels that are approved for acquisition. To date, nearly 200 parcel surveys have been completed.
- **North Dakota State Mill and Elevator Phase 2 Rail Expansion, Grand Forks, ND**
Professional Land Surveyor for a project that will allow the North Dakota State Mill and Elevator to receive 115-car-unit trains from BNSF. The project will consist of more than 16,000 ft of new track; six new turnouts; approximately 19,000 yards of embankment; replacement of a current bridge with a box culvert; box culvert addition; installation of new storm sewer; relocation of water main, storm sewer, and sanitary sewer; and the reconstruction of portions of Mill Road. The design requires close coordination with the North Dakota State Mill, the City of Grand Forks, the North Dakota Department of Transportation, the US Army Corps of Engineers, and BNSF.



Jeremy Wurgler

PLS, CST

Survey Crew Chief



Registration

- PLS North Dakota—6918
- CST Level III—0307 2920

Jeremy Wurgler has been with HEI for 26 years and has served as Survey Crew Chief for numerous legal, topographic, and aerial mapping control surveys and construction staking projects. He has experience operating both conventional total station survey equipment and the latest RTK GPS (real-time kinematic global positioning system) survey equipment. Jeremy is a Professional Land Surveyor in the State of North Dakota and holds a certification from the National Society of Professional Surveyors as a Level III Construction Survey Technician.

Related Experience

- **Burlington Northern Santa Fe Railway, Inc**
Survey Crew Chief for numerous bridge deck and hydraulic surveys for railroad bridges in South Dakota, Wyoming, Montana, Minnesota, and North Dakota. Provided survey support for track raises as well as set gages for water level monitoring in numerous areas of North Dakota, Montana, and South Dakota experiencing record flooding from 2009-2012
- **University Drive Reconstruction and I-94 Ramp Revisions and Pedestrian Improvements, Fargo, ND**
Survey Crew Chief on project involving 0.2 miles of reconstruction with pedestrian and access improvements. Pedestrian connectivity is a critical component of the project as multiple pedestrian fatalities have occurred within the project corridor. Public involvement and business coordination are also key aspects of this project's success, and HEI began working with business owners early in the project to help minimize impacts during construction. Construction will also be phased to avoid impacts to a nearby elementary during the school year.
- **Reconstruction of Main Avenue (US Highway 10) from 25th Street to 45th Street, Fargo, ND**
Survey Crew Chief for the preliminary survey for reconstruction of Main Avenue from 25th Street to 45th Street in Fargo. HEI prepared the Environmental Assessment and final design in association with Benesch Company for the NDDOT. Construction began in 2004 with substantial completion by 2005.
- **Railway Grade Raise, BNSF Railway, Devils Lake, ND**
Survey Crew Chief for preliminary engineering design study to raise segments of the Rolla Sub that were vulnerable to a rising Devils Lake. Performed topographic survey with some monitoring of the embankment for movement, hydraulic analysis survey, and construction staking survey. HEI estimated quantities for rail embankment and road crossings using existing LiDAR data supplemented with field surveying. Developed cost estimates for raising the grade in three increments while the Sub remained in service.



Chuck Rebsch

PLS

Survey Coordinator



Education

- AAS in Civil Engineering Technology, North Dakota State College of Science

Registration

- PLS North Dakota—6610

Chuck Rebsch responsibilities include serving as the initial contact for survey and construction staking, scheduling and directing all survey crews, verifying data, and coordinating with other office personnel as necessary to develop your final product. Chuck has been Survey Coordinator on many transportation projects and has coordinated numerous BNSF projects over the past 20 years..

Related Experience

- **Harwood Quiet Zone Improvements, City of Harwood, ND**
Survey Coordinator for the design and construction observation for the implementation of a quiet zone project. HEI worked closely with the Fargo-Moorhead Metropolitan Council of Governments, the North Dakota Department of Transportation, Cass County, and the BNSF Railway to ensure that all American Railway Engineering and Maintenance-of-Way Association, BNSF, and Federal Railroad Administration requirements were met.
- **GIS Project, Fargo, ND**
Responsible for the coordinate translation and all index drawings for the horizontal control project which established all section corners and quarter corners as well as several hundred additional lot corners in the city of Fargo, comprising approximately 43 square miles of land. Less than 1-inch accuracy per mile was required. Control was used for the citywide GIS base map.
- **BNSF Railway**
Responsible for engineering data management and developing drawings for numerous bridge replacements located in North Dakota, Minnesota, South Dakota, and Montana. MicroStation and GEOPAK software were used for this client.
- **University Drive Reconstruction and I-94 Ramp Revisions and Pedestrian Improvements, Fargo, ND**
Surveying Lead on project involving 0.2 miles of reconstruction with pedestrian and access improvements. Pedestrian connectivity is a critical component of the project as multiple pedestrian fatalities have occurred within the project corridor. Public involvement and business coordination are also key aspects of this project's success, and HEI began working with business owners early in the project to help minimize impacts during construction. Construction will also be phased to avoid impacts to a nearby elementary during the school year.

Quiet Zones (7th Avenue & 16th Street)

Project:

Ranking Point Value

[illegible]

Project:

7th Avenue & 16th Street Quiet Zone - Design

16-Apr-18

Jeremy Gorden

Individual Scoring - Rater:

Rater (down)	Expertise 30	Past Performance 20	Experience 20	Familiarity with Fargo Processes 15	Cost 15	Total Score High = best
KLJ	25	18	15	15	8	81
SRF	28	17	20	14	7	86
Stantec	20	15	12	12	15	74
						0
						0

16-Apr-18

Project: 7th Avenue & 16th Street Quiet Zone - Design
Individual Scoring - Rater: Tom Knakmuhs

Rater (down)	Expertise 30	Past Performance 20	Experience 20	Familiarity with Fargo Processes 15	Cost 15	Total Score High = best
KLJ	25	20	15	15	5	80
SRF	28	18	18	13	5	82
Stantec	25	20	15	10	15	85
						0
						0

Project:

7th Avenue & 16th Street Quiet Zone - Design

16-Apr-18

Individual Scoring - Rater:

Ron Solberg

Rater (down)	Expertise 30	Past Performance 20	Experience 20	Familiarity with Fargo Processes 15	Cost 15	Total Score High = best
KLJ	25	17	17	15	2	76
SRF	28	10	19	15	0	72
Stantec	23	15	17	12	15	82
						0
						0

(24)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-G1 Type: Change Order #2

Location: Bison Meadows Addition Date of Hearing: 4/16/2018

<u>Routing</u>	<u>Date</u>
City Commission	4/23/2018
PWPEC File	X
Project File	Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, for Change Order #2 in the amount of \$71,222.77, bringing the total contract amount to \$1,377,632.25.

Staff is recommending approval of Change Order #2.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #2.

RECOMMENDED MOTION

Approve Change Order #2 in the amount of \$71,222.77 to Ryan Contracting.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Mark Bittner, Director of Engineering

Bruce Grubb, City Administrator

Ben Dow, Director of Operations


Steve Sprague, City Auditor

City Engineer

Kent Costin, Finance Director

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:



Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson



Memorandum

To: PWPEC
From: Jason Satterlund, Project Engineer *JTS*
Date: April 9, 2018
Re: Improvement District No. BN-17-G1 – Change Order #2

Background:

Improvement District No. BN-17-G1 is for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights, Site Grading & Incidentals on 16th Street, 66th & 67th Avenues South in Bison Meadows Addition designed by an engineering firm that was hired by the developer and bid through the City of Fargo. Inspection and survey was hired out through City of Fargo Engineering MSA.

Change Order #2 includes an extra item to relocate an inlet, but mostly reconciles bid quantities with actual quantities and adds items that were not originally bid.

No additional time will be required for the contract.

Recommended Motion:

Approve Change Order #2 in the amount of \$71,222.77

JTS/klo

C: Thomas Knakmuhs

Improvement District No	BN-17-G1	Change Order No	2
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights, Site Grading & Incidentals		
Date Entered	11/16/2017	For	Ryan Contracting

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

EXPLANATION OF CHANGE: Update of miscalculated Bid Quantities and additional contract work										
This is to increase the understated bid quantities as well as miscellaneous extra work on the job.										
Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	3	F&I Pipe SDR 26 - 6" Dia PVC	LF	3,354.00	0.00	3,354.00	320.00	3,674.00	16.00	5,120.00
	Sanitary Sewer Sub Total (\$)									5,120.00
Storm Sewer	16	Clear & Grub	LS	1.00	0.00	1.00	3.50	4.50	3,000.00	10,500.00
	86	Extra - StormSewers	LS	0.00	0.00	0.00	1.00	1.00	2,215.50	2,215.50
Storm Sewer Sub Total (\$)									12,715.50	
Paving	44	F&I Curb & Gutter Mountable (Type I)	LF	3,919.00	0.00	3,919.00	152.00	4,071.00	14.00	2,128.00
	45	Remove Curb & Gutter	LF	72.00	0.00	72.00	142.00	214.00	6.00	852.00
	46	F&I Pavement 8" Thick Reinf Conc	SY	90.00	0.00	90.00	24.00	114.00	78.00	1,872.00
	48	F&I Sidewalk 6" Thick Reinf Conc	SY	55.00	0.00	55.00	60.00	115.00	58.00	3,480.00
	50	F&I Aggregate for Asph Pavement FAA 43	TON	2,380.00	0.00	2,380.00	185.00	2,565.00	33.95	6,280.75
	51	F&I Asphalt Cement PG 58-34	GAL	26,625.00	0.00	26,625.00	6,900.00	33,525.00	2.00	13,800.00
	53	Casting to Grade - no Conc	EA	4.00	0.00	4.00	4.00	8.00	450.00	1,800.00
	83	Site Grading	LS	0.00	0.00	0.00	1.00	1.00	3,130.00	3,130.00
Paving Sub Total (\$)									33,342.75	
Signing	62	F&I Diamond Grade Cubed	SF	8.95	0.00	8.95	25.22	34.17	26.00	655.72
	Signing Sub Total (\$)									655.72
Street Lighting	65	F&I Conductor #6 USE Cu	LF	5,785.00	0.00	5,785.00	800.00	6,585.00	1.30	1,040.00
	Street Lighting Sub Total (\$)									1,040.00

Site Grading	75	Excavation	CY	36,136.00	0.00	36,136.00	6,050.00	42,186.00	3.00	18,150.00
Cass Rural Water Improvements	85	F&I Insulation 4" Thick	SY	0.00	0.00	0.00	7.10	7.10	28.00	198.80
Cass Rural Water Improvements Sub Total (\$)										198.80
Site Grading Sub Total (\$)										18,150.00

Summary										
Source Of Funding										
Cass Rural WUD Funds, Special Assessments										
Net Amount Change Order # 2 (\$)										71,222.77
Previous Change Orders (\$)										0.00
Original Contract Amount (\$)										1,306,409.48
Total Contract Amount (\$)										1,377,632.25

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

CONTRACT TIME										
Current Substantial Completion Date	11/10/2017	Current Final Completion Date		Additional Days Substantial Completion	0.00	Additional Days Final Completion	0.00	New Substantial Completion Date	11/10/2017	New Final Completion Date
Description										
APPROVED										
For Contractor				APPROVED DATE						
Title				Department Head						
CFO				Mayor				4/18/18		
				Attest						

27
REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UN-15-B1 Type: Change Order #2
 Location: 52 Ave S from 45 St S to 63 St S Date of Hearing: 4/16/2018

<u>Routing</u>	<u>Date</u>
City Commission	4/23/2018
PWPEC File	X
Project File	Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, for Change Order #2 in the amount of \$55,831.08, bringing the total contract amount to \$1,480,021.08

Staff is recommending approval of Change Order #2.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #2.

RECOMMENDED MOTION

Approve Change Order #2 in the amount of \$55,831.08 to Master Construction Co., Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW Sales Tax & Special Assessments

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


Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson



Memorandum

To: PWPEC
From: Jason Satterlund, Project Manager *JTS*
Date: April 10, 2018
Re: UN-15-B1 Change Order #2

Background:

Improvement District UN-15-B1 purpose is to construct a connection to the interceptor sewer on 45th St S for the area serviced by sanitary lift station 62, located adjacent to the City's Ground Storage Reservoir. Additionally, a Sanitary Sewer Meter Pit will be constructed, a requisite for the sanitary sewer service agreement between the Cities of Horace and Fargo.

Change Order #2 includes an extra for additional meter pit items as requested by City of Fargo Sewage Department during shop drawing review, an extra to have Master Construction verify exact elevations of newly bored in 12" SS FM for design purposes on City of Fargo Storm Lift Station NN-18-A1, and inclusion of a 10' wide 4" RC shared use path which will provide connectivity within Deer Creek Addition to the WF elementary school. Change Order #2 also adds a bid item for straw mulch to replace hydro-mulch and increases the quantity of Seeding – Type A. The boring operations required more vector truck and water truck trips on and off the site than anticipated during the design phase. This justified increase in the amount of truck traffic created a larger surface footprint requiring restoration, resulting in the increased quantity for Seeding-Type A.

No additional days will be required for the additional work. Completion of the shared use path will fall under the final completion date of June 15, 2018 (changed with Change Order #1).

Recommended Motion:

Approve Change Order #2 in the amount of \$55,831.08.

JTS/klo

attachments

Improvement District No	UN-15-B1	Change Order No	2
Project Name	Sanitary Sewer Force Main & Incidentals		
Date Entered	4/6/2018	For	Master Construction Co Inc

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

EXPLANATION OF CHANGE: Shared Use Path, Utility Locating, Control Panel Modifications
Horace/Dear Creek SS FM

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	4	Seeding Type A	SY	17,500.00	0.00	17,500.00	19,000.00	36,500.00	0.50	9,500.00
	5	Mulching Type 1 - Hydro	SY	17,500.00	0.00	17,500.00	-15,000.00	2,500.00	0.50	-7,500.00
	43	Mobilization	LS	0.00	0.00	0.00	1.00	1.00	1,100.00	1,100.00
	44	Rem & Repl Curb & Gutter	LF	0.00	0.00	0.00	39.00	39.00	57.20	2,230.80
	45	Remove Sidewalk 6" Thick Conc	SY	0.00	0.00	0.00	20.00	20.00	24.75	495.00
	46	F&I Sidewalk 4" Thick Reinf Conc	SY	0.00	0.00	0.00	467.20	467.20	68.75	32,120.00
	47	F&I Sidewalk 6" Thick Reinf Conc	SY	0.00	0.00	0.00	15.50	15.50	74.25	1,150.88
	48	F&I Det Wrm Panels Cast Iron	SF	0.00	0.00	0.00	34.00	34.00	60.50	2,057.00
	49	Mulching Type 2 - Straw	SY	0.00	0.00	0.00	34,000.00	34,000.00	0.17	5,780.00
Miscellaneous Sub Total (\$)										46,933.68
Force Main - Phase 3	41	Extra - SanitarySewer	LS	0.00	0.00	0.00	1.00	1.00	4,900.00	4,900.00
Force Main - Phase 3 Sub Total (\$)										4,900.00
Meter Pit	42	Extra - SanitarySewer	LS	0.00	0.00	0.00	1.00	1.00	3,997.40	3,997.40
Meter Pit Sub Total (\$)										3,997.40

Summary

Source Of Funding

Special Assessments

Net Amount Change Order # 2 (\$)

55,831.08

Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	1,424,190.00
Total Contract Amount (\$)	1,480,021.08

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
05/15/2018		0.00	0.00	10/15/2017	

Description Items associated with this change order shall be completed by the final completion date in 2018.

APPROVED

For Contractor

Title



PROJECT MANAGER

APPROVED DATE

Department Head

Mayor



4/18/18

Attest



1572 45th St NW
 Fargo ND, 58102
 701-237-4950

INVOICE TO:

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

CONTACT:

DESCRIPTION OF
 WORK:

UN-15-B1 (LOCATING STORM LINE)

Labor/ Equipment

Line Item	EQUIPMENT DESCRIPTION (Make, Model)		Rental Rate Per Hour w/	HOURS	TOTAL
1	Operator	Operator	\$45.00	20	\$900.00
2	VAC TRUCK	VAC TRUCK	\$200.00	20	\$4,000.00
					\$4,900.00

Total Amount \$4,900.00

This is part of C.O.F. change order # 2.

C.O.F. had Master vector down to newly installed SSFM TO VERIFY elevations. C.O.F. has two projects coming up NN-18-A1 (storm lift) + DR-18-A1 (dRAIN widening) which both will be very close to vertical elevation of forcemain.

Jason Sattelmund



1572 45th St NW
 Fargo ND, 58102
 701-237-4950

INVOICE TO:

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

CONTACT:

CHANGE ORDER NO. 1
 UN-15-B1

Labor/ Equipment

DESCRIPTION OF
WORK:

Line Item	EQUIPMENT DESCRIPTION (Make, Model)	Rental Rate Per Hour w/	HOURS	TOTAL
		\$0.00	0	\$0.00

\$0.00

Materials/ SUBS

Line Item	MATERIAL DESCRIPTION	MATERIAL COST	QUANTITY	TOTAL
1	JDP ELECTRIC	\$3,634.00	1	\$3,634.00

Total Cost= \$3,634.00

Sales Tax = \$0.00

Total with Sales Tax = \$3,634.00

Markup 10%= \$363.40

Total Material with Markup= \$3,997.40

Total Amount \$3,997.40

PART OF C.O.F. CHANGE ORDER # 2.

~~ADDITIONAL~~ ADDITIONS TO METER PIT +
 CONTROL PANEL.



April 4, 2018

Jason Satterlund
City of Fargo
Wastewater Treatment Plant
200 3rd Street
Fargo, ND 58102

C.D.F.
PART OF CHANGE ORDER #2

Re: **Change Order No. 1**
Horace Regional Wastewater Meter Connection
Improvement District UN-15-B1

Dear Jason:

While reviewing the control panel shop drawing, AE2S recommended there be additional equipment added to the electrical control panel due to the location of the meter vault. After review, the City of Fargo's wastewater personnel requested the recommended improvements be made to the control panel. The changes are as follows:

- Item #1 Generator Docking Receptacle:** Based on the location of the meter vault, the addition of an Owner Furnished generator-docking receptacle has been requested as an addition onto the control panel. This will allow for the connection of a portable generator in the event of an extended power outage. This results in a contract increase of **\$2,200.00**.
- Item #2 Light Fixture:** Due to an air release being installed in the vault, it was been recommended to increase the light fixture classification to C1D1, from the original light fixture classification of C1D2. This results in a contract increase of **\$600.00**.

The quote submitted for the above changes, including sales tax and overload, results in an overall contract increase of \$3,634.00. Please contact me if you have any questions or need additional information.

In Service,

AE2S


Adam Wahler, PE
Electrical Engineer

Brian Beeson

From: Brian Beeson
Sent: Wednesday, February 14, 2018 8:32 AM
To: 'Scott Ahlf'
Subject: FW: Message from "RNP0026738C038D"
Attachments: 20180214083233793.pdf

RE: Fargo UN-15-B1

Good morning Scott: We received instruction from AE2S to incorporate some changes to the electrical for the project. Please see the attached work list from Sweeney Controls for the control panel, and also the two fixtures in the valve vault are to be changed from a Class 1 Div 2 listing to Div 1 listing instead. Quotation we are submitting for all the above changes is \$3634. Please forward your CO request to Adam.Wahler@AE2S.com or whatever channel you may need to go through with the city. I presume Adam would present this to the appropriate city people. Let me know if any questions need answering.

Thank you, Brian Beeson

-----Original Message-----

From: jdpcopier@jdpelectric.net [mailto:jdpcopier@jdpelectric.net]
Sent: Wednesday, February 14, 2018 8:33 AM
To: Brian Beeson <brianbeeson@jdpelectric.net>
Subject: Message from "RNP0026738C038D"

This E-mail was sent from "RNP0026738C038D" (MP C3003).

Scan Date: 02.14.2018 08:32:33 (-0600)
Queries to: jdpcopier@jdpelectric.net

ESTIMATE SHEET

PAGE NO. _____ OF _____ PAGES.

JOB NAME	City of Fargo	BASE/ALT. NO.	C.D. to UN-15-B1	ESTIMATE NO.	
LOCATION		ARCHITECT		DATE	2-14-18
ESTIMATOR		CHECKED BY		BID DATE	

[illegible]



234 28th Street S
Fargo ND 58103

T. 701-232-3644
F. 701-232-3635

www.sweeneycontrols.com

February 8, 2018

Mr. Brian Beeson
JDP Electric

Quote Number: 2773

RE: Generator Receptacle Addition
Meter Pit Control Panel – UN-15-B1
Fargo, ND

Brian,

We propose to supply the following equipment and services for the above referenced project.

One (1) Additions to the Meter Pit Control including:

- One (1) Supply and installation of 100A, 3 pole, main circuit breaker, back panel mounted in lieu of 100A 2 pole, main circuit breaker
- One (1) Supply and installation of 60A, 3 pole, emergency generator circuit breaker, back panel mounted
- One (1) Supply and installation of Main and emergency breaker interlock
- One (1) Supply and installation of generator breaker stand
- One (1) Supply and installation of generator grounding cable
- One (1) Installation of owner furnished generator receptacle. For this quotation to be valid the generator receptacle is required to be provided to Sweeney controls for installation at their panel shop in Fargo before the panel is to be sent out on-site.

Total lump sum price\$ 2,200.00

Items included in above pricing

One (1) Lot updates to O/M manuals

Price **does not** include installation unless specifically stated, conduit, field wiring, shipping or applicable taxes.

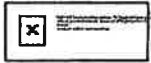
Brian Beeson

From: Scott, Timothy <Timothy.Scott@graybar.com>
Sent: Friday, February 09, 2018 5:18 PM
To: Brian Beeson
Cc: Teiken, Jon
Subject: CITY OF FARGO UN-15-B1 Resubmittal Light
Attachments: RESUBMITTAL VALUT LIGHT.pdf

Brian, please see attached revised Vault Light submittal for approval. The pricing on this fixture is \$492.00 E – using the same bulb I had before. Pricing for the C1D2 fixture was \$193.38 E. Difference of \$298.62 E or total adder of => 597.24 for C1D1 fixtures. Any questions let me know.

Thank you,

Timothy Scott | Coordinator, Quotations Department
Fargo, ND | Office (701) 298-2016 | timothy.scott@graybar.com
www.graybar.com - Works to Your Advantage



Jason Satterlund

From: Scott Ahlf <scotteahlf@gmail.com>
Sent: Wednesday, April 11, 2018 10:05 AM
To: Jason Satterlund
Subject: Fwd: Fwd: UN-15-B1 (Seeding)

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

Jason,

Please see below a revised from HCI for straw mulch.

Thank You,

Scott E. Ahlf



1572 45th St. N
Fargo, ND 58102
Ph: 701.237.4950
Fx: 701.237.5027

Cell: 701.361-9764

*Added 10%
PRIME MARK-UP.*

*Jason
Satterlund*

----- Forwarded message -----

From: **Greg Holland** <gkholland@702com.net>
Date: Wed, Apr 11, 2018 at 9:58 AM
Subject: Re: Fwd: UN-15-B1
To: Scott Ahlf <scotteahlf@gmail.com>

Scott,

We can straw mulch for \$0.15 per SY.

Thanks

Greg Holland



P.O. Box 9973
 Fargo, ND 58106-9973
 Phone (701) 232-6972
 Fax (701) 232-5924

April 6, 2019

To: Master Construction
 From: PARAS Contracting Inc.

RE: Deer Creek Pkwy
 Improvement District No: UN-15-B1
 Fargo, North Dakota

PARAS Contracting Inc. Quotes the following items on the above referenced project

Item	Description	Quantity	Units	Unit Price	
1	Mobilization	1	Each	\$ 1,000.00	\$ 1,000.00
2	Remove & Replace Curb & Gutter	39	LF	\$ 52.00	\$ 2,028.00
3	Remove 6" RC Sidewalk	20	SY	\$ 22.50	\$ 450.00
4	F&I Sidewalk 4" Thick Reinf Concrete	467.2	SY	\$ 62.50	\$ 29,200.00
5	F&I Sidewalk 6" Thick Reinf Concrete	15.5	SY	\$ 67.50	\$ 1,046.25
6	F&I Detectable Warning Panels Cast Iron	34	SF	\$ 55.00	\$ 1,870.00
Total					\$ 35,594.25

All items tied

Prices include all excavation, removals, gravel base & backfilling.

Will use existing black dirt for backfilling

No hydromulch included.

All utilities (if any) to be moved by others.

No asphalt patching (conditions unknown)

No staking, testing, traffic control or storm water management

No adjustments of utilities, If PARAS adjusts utilities add \$150.00 each

No bond included, if required add 2%, no contract charges & no cost sharing.

Quote to become part of contract or purchase order

No winter heat or cold weather protection included (hot water & heated aggregates will be billed directly to General Contractor)

Payment Based on Actual quantities

Retainage (as per contract)

Final payment to be made within thirty days of completion of PARAS work

Quote valid for 30 days (please respond asap)

All work to be done in 2018.

Cordially,

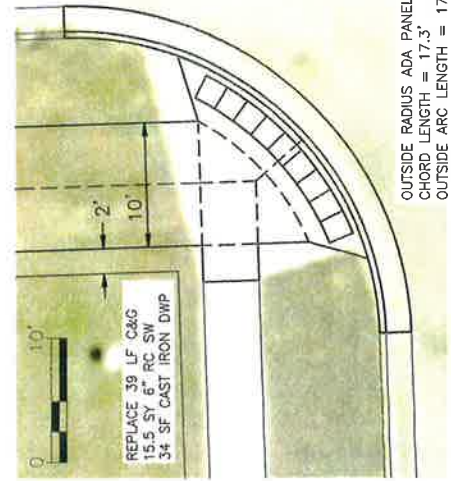
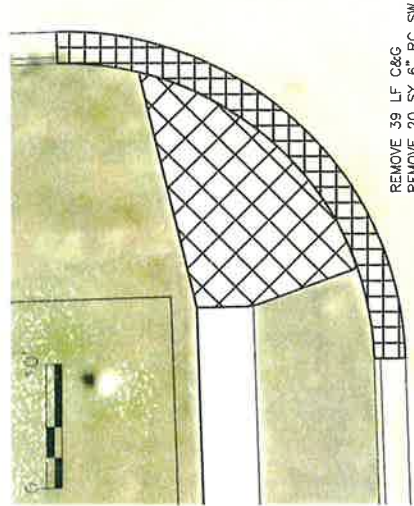
Jack Iverson
 701-261-5924

ADD 10% MARKUP
 FOR MASTER CONST.



ESTIMATED QUANTITIES

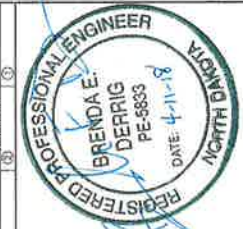
Mobilization	1	LS
Rem. & Repl. C&G	39	LF
Remove 6" RC SW	20	SY
F&I SW 4" Thick RC	467.2	SY
F&I SW 6" Thick RC	15.5	SY
F&I DWP Cast Iron	34	SF



OUTSIDE RADIUS ADA PANELS = 25'
CHORD LENGTH = 17.3'
OUTSIDE ARC LENGTH = 17.7'

ALL ELEVATIONS ARE BASED ON THE DATUM OF THE SURFACE OF THE ADJACENT WATER BODY UNLESS OTHERWISE NOTED.

REVISIONS



CHANGE ORDER 2 - SEARED USE PATH	
Sanitary Sewer Force Main & Incidentals	
IMPROVEMENT DIST. UN-15-B1	
DESIGNED BY: JES	CHECKED BY: JES
DRAWN BY: JES	DATE: MAY 2018
SECTION NO.	SHEET NO.
	24

Fargo
PAE 10/21/18

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-18-F0 Type: Task Order #14 & Reimbursement Agreement

Location: Madelyn's Meadows Date of Hearing: 4/16/2018

Routing Date
 City Commission 4/23/2018
 PWPEC File X
 Project File Jason Leonard

(28)

The Committee reviewed a communication from Project Manager, Jason Leonard, regarding solicitation of quotes through the MSA to complete design and master plan services for Madelyn's Meadows First Addition. Four quotes were solicited, but only three were received:

KLJ - \$34,680
 Houston Engineering - \$38,000
 Moore Engineering - \$51,000
 Apex Engineering -

After review of the submitted proposals, City staff is recommending Houston Engineering in a not to exceed amount of \$34,680.

In addition to the MSA selection, Eagle Ridge Development/Sitka Investments, LLC has agreed to reimburse the City of Fargo for all costs associate with the design work in the event that the annexation is not approved.

Staff is recommending approval of the Reimbursement Agreement.

On a motion by Bruce Grubb, seconded by Brenda Derrig, the Committee voted to recommend approval of award of Task Order #14 to Houston Engineering in the amount of \$34,680, and to recommend approval of the Reimbursement Agreement with Eagle Ridge Development/Sitka Investments, LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Reimbursement Agreement with Eagle Ridge Development/Sitka Investments, LLC to recover costs associated with the design of Madelyn's Meadows First Addition should annexation not be approved.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

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

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 Division Engineer



Memorandum

To: Members of PWPEC
 From: Jason Leonard, Civil Engineer II
 C: Brenda Derrig, Tom Knakmuhs, & Respondents
 Date: 4/16/2018
 Re: Master Services Agreement Task Order No. 14 BN-18-F0 for Improvement District BN-18-F1 – Madelyn's Meadows First Addition Reimbursement Agreement with Eagle Ridge Development

Through the MSA, quotes were requested for new development design and storm sewer master plan for Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb and Gutter, Asphalt Pavement, and Incidentals for Madelyn's Meadows First Addition. We submitted project scoping requests to the following Consultant Engineering companies and received the quotes below:

Respondent	Design Phase Total Quote	Comments
KLJ	\$34,680 =	
Houston Engineering	\$38,000 =	
Moore Engineering	\$51,000 =	
Apex Engineering		

After review of the submitted proposals, Houston Engineering Inc. was the project management team for Golden Valley Master Plan, Golden Valley Plat and the Golden Valley Pond Expansion just north of Madelyn's Meadows. With all of the previous knowledge of this area, City staff is recommending Houston Engineering for Task Order No. BN-18-F0.

In Addition, City staff has been working on a reimbursement agreement with Eagle Ridge Development for the design and infrastructure in Madelyn's Meadows First Addition

Recommended Motion:

Approve Task Order #14 to Houston Engineering in the amount of \$38,000 for design services for sanitary sewer, water main, storm sewer, site grading concrete curb and gutter, asphalt pavement and incidentals for the Madelyn's Meadows First Addition.

Approve the reimbursement agreement between Eagle Ridge Development and City of Fargo in Madelyn's Meadows First Addition.

JTL/KLO

Plat (Major) and Zone Change (AG to SR-4)

Madelyn's Meadows Addition

7269 25 Street South



In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated February 29, 2016 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

1.01 Project Title: Improvement District #BN-18-F0 Sanitary Sewer, Water Main, Storm Sewer, site Grading, Concrete Curb & Gutter, Asphalt Pavement & Incidentals – Plan Design and Storm Sewer Master Plan.

- A. Description: This Task Order is for new development design and master plan services for sanitary sewer, water main, storm sewer, site grading, concrete curb and gutter & asphalt pavement for Madelyn's Meadows First Addition.

2. Services of Engineer

Services to be completed by the Engineer are as specified in the proposal submitted by Houston dated April 16, 2018. Proposal is attachment A of this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated February 29, 2016.

4. Times for Rendering Services

Phase	Completion Date
Phase 1: <i>BN-18-F New Development Design</i>	May 25, 2018
Phase 2 : Storm Sewer Master Plan	May 25, 2018

5. Payments to Engineer

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

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Phase 1:	Hourly Not to Exceed	\$28,000
Phase 2:	Hourly Not to Exceed	\$10,000
		Total Services = \$38,000

- B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

6. Attachments

Attachment A – Proposal submitted by Houston dated April 16, 2018.

Attachment B – Project scoping request created by City of Fargo dated April 10, 2018.

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which 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 April 17, 2018.

Owner:

Engineer:

By: _____

By: _____

Name: Mark Bittner

Name: _____

Title: City Engineer

Title: _____

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: Brenda Derrig

Name: _____

Title: Division Engineer

Title: _____

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission



Project Scoping Request

To: Prospective Consultants
From: Jason Leonard, Civil Engineer II
CC: Brenda Derrig, Thomas Knakmuhs
Date: 4/10/2018
Re: City of Fargo Improvement District #BN-18-F Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb and Gutter, Asphalt Pavement and Incidentals— New Development Design and Storm Sewer Master Plan

Per City of Fargo Master Services Agreement, the City is requesting new development design for sanitary sewer, water main, storm sewer, site grading and paving for the Madelyn's Meadows First Addition. Also included in this request is to analyze and develop a storm sewer pipe network master plan between the boundaries of Cass County Drain 53, 25th Street South, 76th Avenue South and the southern line of the Existing Golden Valley Addition development.

The Consultant selected will be responsible for completion of the following items; Design, Plan and Specifications Development, Bid Process for the infrastructure request and the area storm sewer piping network master plan. The Developer has hired a consultant that will assemble the LOMR plans to be inserted with the above project.

The development's scope of work consists of the following:

Design and create plan documents for the following items:

- Pond expansion for the existing Golden Valley pond (wet pond) to the south in the northern portion of Lot 10, Block 3 to accommodate runoff between the boundaries of Cass County Drain 53, 25th Street South, 76th Avenue South and the southern line of the Existing Golden Valley Addition development.
- Trunk storm sewer along 73rd Avenue South to 28th Street South and connecting into the pond expansion.
- Underground utilities, paving, street lights and incidentals on 26th Street South, Madalyn's Way and 73rd Avenue South from 25th Street S to western lot line of the platted Madelyn's Meadows First Addition.

Design the storm sewer piping master plan including pipe sizing and slopes for future development north of 76th Avenue South. The storm sewer pipe sizing master plan shall be base off of the supplied NN-14-0 Area Storm Water Master Plan. The masterplan submittals shall consist of a written technical memo, AutoCAD drawing with the storm sewer pipe networks created and an overall storm sewer pipe sizing map.

The Consultant shall submit final plans and all other necessary documents by May 25, 2018 for Improvement District #BN-18-F. All AutoCAD drawings will be required to be submitted on the City's standard CAD sheet layout and be compatible with AutoCAD Civil 3D 2017. For guidance, the City has assembled The Consultant Guide for Project Development and Bidding of Public Infrastructure Projects to assist you in the Design and Bidding process. This can be found at:

http://engineering.cityoffargo.com/07_PROJECT%20INFORMATION/COF%20Engineering%20Consultant%20Files/Project%20Creation%20Files/Consultants%20Guide%20Final.pdf

The Consultant shall submit a not to exceed quote for each of the following:

1. Design, Plan Development, and Bid Process for the requested infrastructure.
 - a. A preliminary Survey has not been completed. We will provide as-built plans and the consultant can use LIDAR for design. The street connections and the existing sanitary and storm sewer will have to be field verified.

b. The Consultant shall provide a proposed design schedule with milestones.

2. Master plan Storm Sewer Design of the Madelyn's Meadows Addition.

The quote should also include which employees are going to be assigned to the project. Once a consultant is selected, the City will provide a task order that shall be completed by the selected consultant.

I have attached the following:

- Project Location
- Proposed Plat
- Existing Utilities
- Existing FEMA Floodplain
- Madelyn's Meadow Street Layout Master Plan
- NN-14-0 Area Storm Water Master Plan
- AutoCAD drawing of the Madelyn's Meadow street network master plan

All quotes shall be submitted via email jleonard@Fargond.gov and Bderrig@Fargond.gov by 10am on Monday April 16, 2018. We will present the task order to the Public Works Project Evaluation Committee on April 16th for approval. Selected consultant will be given the notice to proceed on Tuesday April 17, 2018. A design kickoff meeting will be held on Wednesday April 18th at 2:00 PM at City Hall.

Madelyn's Meadows Reimbursement Agreement

This Agreement, made and entered into on this ____ day of _____, 2018, by and between the City of Fargo, North Dakota, a North Dakota Municipal Corporation (hereafter "Fargo" or "City"), and Sitka Investments, LLC ("Sitka") (collectively "Parties");

WHEREAS, Sitka Investments, LLC is the Owner of property to be platted as Madelyn's Meadows First Addition, a part of the Southeast Quarter of Section 11, Township 138 North, Range 49 West, to the City of Fargo, Cass County, North Dakota (hereafter "Development Property"); and

WHEREAS, Sitka has filed a petition for Annexation of the above described land.; and

WHEREAS, Sitka has filed an infrastructure request for the Development Property, requesting City design, construct and finance necessary utilities, paving and street lights to serve the area, such work to include all public facilities necessary within the dedicated streets and easement areas; and

WHEREAS, Sitka requests that the design work be completed by City in advance of the approval of its annexation petition in order to facilitate the timely bidding and construction of the as yet to be developed property; and

WHEREAS, the Public Works Project Evaluation Committee considered and approved Sitka's request for the City to proceed with design, in accordance with certain terms and conditions; and

WHEREAS, the Fargo Public Works Project Evaluation Committee recommends approval of Sitka's request to reimburse Fargo for all costs associated with the design work, including but not limited to administration and legal costs ("Costs") in the event annexation is not accomplished; and

WHEREAS, Sitka agrees to reimburse Fargo for all such Costs associated with the design work, in accordance with the terms of this Agreement.

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

1. Sitka holds all right, title and interest in the Development Property, specifically Madelyn's Meadows First Addition to the City of Fargo, Cass County, North Dakota, which plat is pending approval by the City of Fargo.
2. Fargo agrees to undertake the design work identified on the attached Task Order as Exhibit A, in accordance with Fargo's Master Services Agreement.
3. Sitka agrees to reimburse Fargo in the amount Fargo's actual cost for Work identified on Exhibit A in the event the annexation is unsuccessful, or the plat is otherwise not approved.

4. Fargo shall not be liable for any losses or damages due to delay or failure to perform its obligations in this Agreement if such delay or failure is caused (a) by events or circumstances that are beyond its reasonable control, or (b) by events or circumstance that make performance impossible or impracticable. Such events or circumstances include, without limitation, acts of God, acts of war, riots, strikes, lockouts, acts of landowners, acts of government in sovereign or contractual capacity, shortages of or delays in delivery of necessary supplies or materials, accident, fire, water damages, flood, earthquake, tornado or any other natural catastrophes.

5. Fargo shall not be responsible for any consequential damages or delays if for any reason the Work is not completed in a time frame requested and proposed by Sitka. Fargo agrees it shall take all reasonable steps and efforts to complete the Work in a timely manner.

6. Nothing in this Agreement reflects or shall be deemed to constitute any release, relinquishment, abandonment, modification or subordination of any right, title or interest Fargo may have in the above-described land or the above-described PROW.

7. This Agreement, including its exhibit, constitutes the entire agreement of the Parties with respect to the subject matter hereof, replacing and superseding all oral and/or written prior discussions, representations and agreements.

8. If any term or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

9. This Agreement shall not be amended or modified in any manner, including the conduct of the Parties, except in writing and duly signed by the Parties hereto.

10. The paragraph headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.


11. This Agreement was fully-negotiated by the Parties, with each having been afforded the right to legal counsel, and shall be deemed to have been drafted by both of the Parties.

12. Sitka may not assign this Agreement without the prior written consent of Fargo. Any such attempted assignment in conflict with the previous sentence shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

13. This Agreement shall be governed by and enforced in accordance with the laws of the State of North Dakota.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Sitka Investments, LLC



James R. Bullis, President

City of Fargo, a North Dakota Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor



Memorandum

To: Members of PWPEC
From: Jason Leonard, Civil Engineer II
C: Brenda Derrig, Tom Knakmuhs, & Respondents
Date: 4/16/2018
Re: Master Services Agreement Task Order No. 14 BN-18-F0 for Improvement District BN-18-F1 – Madelyn's Meadows First Addition Reimbursement Agreement with Eagle Ridge Development

Through the MSA, quotes were requested for new development design and storm sewer master plan for Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb and Gutter, Asphalt Pavement, and Incidentals for Madelyn's Meadows First Addition. We submitted project scoping requests to the following Consultant Engineering companies and received the quotes below:

Respondent	Design Phase Total Quote	Comments
KLJ	\$34,680 =	
Houston Engineering	\$38,000 =	
Moore Engineering	\$51,000 =	
Apex Engineering		

After review of the submitted proposals, Houston Engineering Inc. was the project management team for Golden Valley Master Plan, Golden Valley Plat and the Golden Valley Pond Expansion just north of Madelyn's Meadows. With all of the previous knowledge of this area, City staff is recommending Houston Engineering for Task Order No. BN-18-F0.

In Addition, City staff has been working on a reimbursement agreement with Eagle Ridge Development for the design and infrastructure in Madelyn's Meadows First Addition

Recommended Motion:

Approve Task Order #14 to Houston Engineering in the amount of \$38,000 for design services for sanitary sewer, water main, storm sewer, site grading concrete curb and gutter, asphalt pavement and incidentals for the Madelyn's Meadows First Addition.

Approve the reimbursement agreement between Eagle Ridge Development and City of Fargo in Madelyn's Meadows First Addition.

JTL/KLO

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated February 29, 2016 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

1.01 Project Title: Improvement District #BN-18-F0 Sanitary Sewer, Water Main, Storm Sewer, site Grading, Concrete Curb & Gutter, Asphalt Pavement & Incidentals – Plan Design and Storm Sewer Master Plan.

- A. Description: This Task Order is for new development design and master plan services for sanitary sewer, water main, storm sewer, site grading, concrete curb and gutter & asphalt pavement for Madelyn's Meadows First Addition.

2. Services of Engineer

Services to be completed by the Engineer are as specified in the proposal submitted by Houston dated April 16, 2018. Proposal is attachment A of this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated February 29, 2016.

4. Times for Rendering Services

Phase	Completion Date
Phase 1: <i>BN-18-F New Development Design</i>	May 25, 2018
Phase 2 : Storm Sewer Master Plan	May 25, 2018

5. Payments to Engineer

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

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Phase 1:	Hourly Not to Exceed	\$28,000
Phase 2:	Hourly Not to Exceed	\$10,000
		Total Services = \$38,000

- B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

6. Attachments

Attachment A – Proposal submitted by Houston dated April 16, 2018.

Attachment B – Project scoping request created by City of Fargo dated April 10, 2018.

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which 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 April 17, 2018.

Owner:

Engineer:

By: _____

By: _____

Name: Mark Bittner

Name: _____

Title: City Engineer

Title: _____

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: Brenda Derrig

Name: _____

Title: Division Engineer

Title: _____

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission

29-1

ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

April 18, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. NN-17-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 18, 2018, for Storm Sewer Lift Station, Retention Pond & Incidentals, Improvement District No. NN-17-A1, located at 19th Avenue North and 45th Street – east side storm sewer lift station.

The bids were as follows:

Jensen Brothers Construction, Inc.	\$1,149,504.75
KPH, Inc.	\$1,278,337.25
Quam Construction Company, Inc.	\$1,294,466.00
Dakota Underground Company, Inc.	\$1,772,805.00
Engineer's Estimate	\$1,771,162.50

The special assessment escrow is not required.

This office recommends award of the contract to Jensen Brothers Construction, Inc. in the amount of \$1,149,504.75 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # NN-17-A1
Storm Sewer Lift Station, Retention Pond, and Incidentals

19th Ave North and 45th St - East side Storm sewer lift station

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Storm Sewer Lift Station, Retention Pond, and Incidentals Improvement District # NN-17-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving				
1 F&I Woven Geotextile	SY	205.00	2.00	410.00
2 F&I Crushed Conc - 9" Thick	SY	205.00	9.75	1,998.75
3 F&I Pavement 8" Thick Reinf Conc	SY	205.00	78.00	15,990.00
4 Rem & Repl Curb & Gutter	LF	30.00	100.00	3,000.00
			Paving Total	21,398.75
Miscellaneous				
5 Mobilization	LS	1.00	25,000.00	25,000.00
6 Topsoil - Strip & Spread	LS	1.00	43,000.00	43,000.00
7 Clear & Grub	LS	1.00	15,000.00	15,000.00
8 Excavation	CY	44,200.00	2.75	121,550.00
9 Embankment	CY	32,800.00	1.35	44,280.00
10 Site Grading	LS	1.00	8,000.00	8,000.00
11 F&I Fence	LF	45.00	500.00	22,500.00
12 F&I Gate	EA	1.00	2,525.00	2,525.00
13 Inspection Trench	CY	9,725.00	4.20	40,845.00
			Miscellaneous Total	322,700.00
Erosion & Sediment Control				
14 Stormwater Management	LS	1.00	2,500.00	2,500.00
15 Temp Construction Entrance	EA	1.00	3,500.00	3,500.00
16 Inlet Protection - Existing Inlet	EA	5.00	131.00	655.00
17 F&I NonWoven Geotextile	SY	200.00	2.00	400.00
18 F&I Rip Rap Rock	CY	700.00	75.00	52,500.00
19 Seeding Type A	SY	129,000.00	0.16	20,640.00
20 Mulching Type 1 - Hydro	SY	81,400.00	0.28	22,792.00
21 F&I Erosion Control Blanket Type 3	SY	47,600.00	0.69	32,844.00
			Erosion & Sediment Control Total	135,831.00
Storm Sewer				
22 F&I Lift Station	LS	1.00	265,000.00	265,000.00
23 F&I Lift Station Pumps & Controls	LS	1.00	240,000.00	240,000.00
24 F&I Pipe 15" Dia Corr Steel	LF	180.00	70.00	12,600.00
25 F&I Manhole Type E Reinf Conc	EA	1.00	33,000.00	33,000.00
26 F&I Pipe 60" Dia Reinf Conc	LF	313.00	310.00	97,030.00
27 F&I Flared End Section 60" Dia Reinf Conc	EA	3.00	6,475.00	19,425.00
28 Remove Pipe All Sizes All Types	LF	18.00	140.00	2,520.00
			Storm Sewer Total	669,575.00
			Total Construction in \$	1,149,504.75
	Engineering		7.00 %	80,465.33
	Legal & Misc		3.00 %	34,485.14
	Contingencies		10.00 %	114,950.48

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # NN-17-A1
Storm Sewer Lift Station, Retention Pond, and Incidentals

Administration	6.00 %	68,970.28
Interest	4.00 %	45,980.19
Outside Engineering	4.07 %	46,784.84
Total Estimated Costs		1,541,141.02
Special Assessments		1,541,141.02
Unfunded Costs		0.00

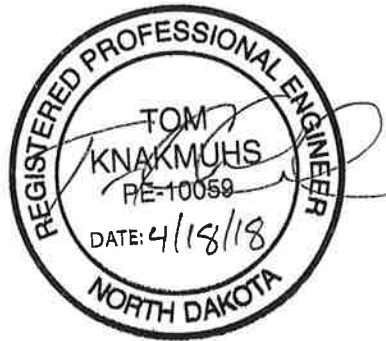
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 04/18/2018



Tom Knakmuhs

Division Engineer



29-2

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

April 18, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-18-E1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 18, 2018, for Water Main Replacement, Storm Sewer Replacement, Street Reconstruction & Incidentals, Improvement District No. BR-18-E1, located on Great Northern Drive from 25th Street North to 18th Street North; 8th Avenue North from 18th Street to 17th Street.

The bids were as follows:

Dakota Underground Company	\$2,181,624.80
KPH, Inc.	\$2,623,823.20
Engineer's Estimate	\$2,201,384.90

The special assessment escrow is not required.

This office recommends award of the contract to Dakota Underground Company in the amount of \$2,181,624.80 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BR-18-E1
Water Main Replacement, Storm Sewer Replacement, Street
Reconstruction & Incidentals

Relocation of Storm Sewer on Great Northern Drive for XCEL, Reconstruction of street, street lights, signage, upgrade storm sewer pipe and inlets, relocate water main for XCEL

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Water Main Replacement, Storm Sewer Replacement, Street Reconstruction & Incidentals Improvement District # BR-18-E1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous				
1 Mobilization	LS	1.00	20,000.00	20,000.00
2 Topsoil - Import	CY	1,100.00	10.00	11,000.00
3 Traffic Control - Type 1	LS	1.00	10,000.00	10,000.00
4 Seeding Type A	SY	7,559.00	0.20	1,511.80
5 Mulching Type 1 - Hydro	SY	7,559.00	0.35	2,645.65
6 Salvage Tree	EA	4.00	600.00	2,400.00
		Miscellaneous Total		47,557.45
Removals				
7 Remove Driveway All Thicknesses All Types	SY	1,365.00	7.00	9,555.00
8 Remove Pavement All Thicknesses All Types	SY	9,684.00	10.00	96,840.00
9 Remove Curb & Gutter	LF	3,875.00	3.00	11,625.00
10 Remove Tree	EA	27.00	150.00	4,050.00
11 Remove Pipe All Sizes All Types	LF	3,414.00	20.00	68,280.00
12 Abandon Manhole	EA	7.00	800.00	5,600.00
13 Remove Inlet	EA	9.00	250.00	2,250.00
		Removals Total		198,200.00
Storm Sewer				
14 F&I Manhole 4' Dia Reinf Conc	EA	5.00	3,000.00	15,000.00
15 F&I Manhole 5' Dia Reinf Conc	EA	11.00	4,200.00	46,200.00
16 F&I Manhole 6' Dia Reinf Conc	EA	1.00	5,000.00	5,000.00
17 F&I Manhole 7' Dia Reinf Conc	EA	4.00	7,500.00	30,000.00
18 F&I Manhole 8' Dia Reinf Conc	EA	1.00	10,000.00	10,000.00
19 Connect Pipe to Exist Structure	EA	12.00	800.00	9,600.00
20 F&I Inlet - Single Box (SBI) Reinf Conc	EA	11.00	2,300.00	25,300.00
21 F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	15.00	75.00	1,125.00
22 F&I Pipe w/GB 12" Dia Reinf Conc	LF	398.00	54.00	21,492.00
23 F&I Pipe w/GB 18" Dia Reinf Conc	LF	35.00	60.00	2,100.00
24 F&I Pipe w/GB 21" Dia Reinf Conc	LF	300.00	70.00	21,000.00
25 F&I Pipe w/GB 24" Dia Reinf Conc	LF	205.00	80.00	16,400.00
26 F&I Pipe w/GB SDR 26 - 24" Dia PVC	LF	80.00	83.00	6,640.00
27 F&I Pipe w/GB 30" Dia Reinf Conc	LF	675.00	107.00	72,225.00
28 F&I Pipe w/GB 36" Dia Reinf Conc	LF	1,268.00	135.00	171,180.00
29 F&I Pipe w/GB 48" Dia Reinf Conc	LF	151.00	200.00	30,200.00
30 Bore Pipe 36" Dia Reinf Conc	LF	60.00	620.00	37,200.00
		Storm Sewer Total		520,662.00
Water Main				
31 F&I Fittings Ductile Iron	LB	651.00	5.25	3,417.75
32 F&I Gate Valve 10" Dia	EA	2.00	3,000.00	6,000.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-18-E1****Water Main Replacement, Storm Sewer Replacement, Street Reconstruction & Incidentals**

33 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	12.00	65.00	780.00
34 F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	865.00	72.00	62,280.00
35 F&I Tapping Sleeve & Valve 10"x10"	EA	2.00	7,000.00	14,000.00
36 F&I Hydrant	EA	1.00	4,700.00	4,700.00
37 Salvage Hydrant	EA	1.00	500.00	500.00
38 F&I Gate Valve 6" Dia	EA	1.00	1,500.00	1,500.00
39 Connect Water Service	EA	3.00	550.00	1,650.00
40 F&I Insulation 2" Thick	SY	40.00	25.00	1,000.00
41 F&I Restr Joint Pipe C900 DR 18 - 10" Dia PVC	LF	50.00	110.00	5,500.00
42 F&I Pipe 1" Dia Copper	LF	200.00	53.00	10,600.00
43 Transfer Water Svc	EA	1.00	550.00	550.00
44 Rem & Repl CS & Box 1" Dia	EA	1.00	500.00	500.00
Water Main Total				112,977.75
Sanitary Sewer				
45 F&I Pipe SDR 26 - 6" Dia PVC	LF	312.00	65.00	20,280.00
46 F&I Pipe SDR 26 - 8" Dia PVC	LF	30.00	80.00	2,400.00
Sanitary Sewer Total				22,680.00
Storm Water Management				
47 Stormwater Management	LS	1.00	1,000.00	1,000.00
48 Inlet Protection - Existing Inlet	EA	25.00	125.00	3,125.00
49 Inlet Protection - New Inlet	EA	17.00	125.00	2,125.00
50 Temp Construction Entrance	EA	3.00	800.00	2,400.00
51 Concrete Washout Area	EA	1.00	1,000.00	1,000.00
Storm Water Management Total				9,650.00
Paving				
52 Subgrade Preparation	SY	9,200.00	3.00	27,600.00
53 F&I Woven Geotextile	SY	9,200.00	1.80	16,560.00
54 F&I Class 5 Agg - 8" Thick	SY	9,200.00	7.00	64,400.00
55 F&I Curb & Gutter Standard (Type II)	LF	3,468.00	16.00	55,488.00
56 F&I Valley Gutter Reinf Conc	SY	74.00	60.00	4,440.00
57 F&I Edge Drain 4" Dia PVC	LF	3,520.00	7.00	24,640.00
58 Casting to Grade - w/Conc	EA	33.00	500.00	16,500.00
59 Casting to Grade - no Conc	EA	2.00	500.00	1,000.00
60 GV Box to Grade - w/Conc	EA	5.00	200.00	1,000.00
61 F&I Driveway 7" Thick Reinf Conc	SY	1,510.00	45.00	67,950.00
62 F&I Det Warn Panels Cast Iron	SF	9.00	41.00	369.00
63 Repair Pavement - Patch Asph	SY	6.55	100.00	655.00
64 F&I Pavement 9" Thick Doweled Conc	SY	7,785.00	51.00	397,035.00
Paving Total				677,637.00
Signing				
65 F&I Sign Assembly	EA	9.00	50.00	450.00
66 Remove Sign Assembly	EA	32.00	20.00	640.00
67 F&I Sign Assembly & Anchor	EA	22.00	70.00	1,540.00
68 F&I Diamond Grade Cubed	SF	131.50	20.00	2,630.00
69 F&I Engineering Grade	SF	24.00	16.00	384.00
70 Relocate Sign Assembly	EA	2.00	75.00	150.00
Signing Total				5,794.00
Street Lighting				
71 Remove Street Light	EA	20.00	200.00	4,000.00
72 F&I Feed Point	EA	1.00	6,500.00	6,500.00
73 Remove Feed Point	EA	4.00	100.00	400.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-18-E1****Water Main Replacement, Storm Sewer Replacement, Street Reconstruction & Incidentals**

74 F&I Base 6' Deep Reinf Conc	EA	23.00	800.00	18,400.00
75 Remove Base	EA	20.00	400.00	8,000.00
76 F&I Conductor #6 USE Cu	LF	13,148.00	1.20	15,777.60
77 F&I Innerduct 1.5" Dia	LF	4,459.00	8.00	35,672.00
78 F&I Luminaire Type A	EA	23.00	350.00	8,050.00
79 F&I Pull Box	EA	1.00	800.00	800.00
80 F&I Light Standard Type A	EA	23.00	1,150.00	26,450.00
Street Lighting Total				124,049.60

Reconstruction South Half of Great Northern Drive S.A.D.

81 Topsoil - Import	CY	500.00	10.00	5,000.00
82 Remove Driveway All Thicknesses All Types	SY	467.00	7.00	3,269.00
83 Remove Pavement All Thicknesses All Types	SY	4,168.00	10.00	41,680.00
84 Remove Curb & Gutter	LF	2,149.00	3.00	6,447.00
85 Remove Inlet	EA	5.00	250.00	1,250.00
86 F&I Inlet - Single Box (SBI) Reinf Conc	EA	5.00	2,300.00	11,500.00
87 Subgrade Preparation	SY	4,200.00	3.00	12,600.00
88 F&I Woven Geotextile	SY	4,200.00	1.80	7,560.00
89 F&I Class 5 Agg - 8" Thick	SY	4,200.00	7.00	29,400.00
90 F&I Pavement 9" Thick Doweled Conc	SY	3,600.00	55.00	198,000.00
91 F&I Curb & Gutter Standard (Type II)	LF	1,720.00	16.00	27,520.00
92 F&I Edge Drain 4" Dia PVC	LF	1,770.00	7.00	12,390.00
93 Casting to Grade - w/Conc	EA	3.00	500.00	1,500.00
94 F&I Sidewalk 4" Thick Reinf Conc	SY	719.00	36.00	25,884.00
95 F&I Driveway 7" Thick Reinf Conc	SY	435.00	45.00	19,575.00
96 F&I Det Warn Panels Cast Iron	SF	45.00	41.00	1,845.00
97 Seeding Type A	SY	2,400.00	0.20	480.00
98 Mulching Type 1 - Hydro	SY	2,400.00	0.35	840.00
99 Relocate Street Light	EA	8.00	1,500.00	12,000.00
100 Remove Street Light	EA	5.00	200.00	1,000.00
101 F&I Base 6' Deep Reinf Conc	EA	6.00	800.00	4,800.00
102 Remove Base	EA	5.00	400.00	2,000.00
103 F&I Conductor #6 USE Cu	LF	2,064.00	1.25	2,580.00
104 F&I Innerduct 1.5" Dia	LF	688.00	8.00	5,504.00
105 F&I Luminaire Type A	EA	14.00	350.00	4,900.00
106 F&I Light Standard Type A	EA	6.00	1,150.00	6,900.00
107 Modify Manhole	EA	1.00	8,500.00	8,500.00
108 Repair Pavement - Patch Asph	SY	6.55	100.00	655.00
Reconstruction South Half of Great Northern Drive S.A.D. Total				455,579.00

Pavement Markings

109 F&I Grooved Plastic Film 16" Wide	LF	88.00	25.00	2,200.00
110 F&I Grooved Plastic Film 24" Wide	LF	108.00	35.00	3,780.00
111 F&I Grooved Plastic Film Message	SF	22.00	39.00	858.00
Pavement Markings Total				6,838.00

Total Construction in \$ 2,181,624.80

Engineering	10.34 %	225,580.00
Legal & Misc	3.00 %	65,448.74
Contingencies	10.00 %	218,162.48
Administration	0.73 %	15,925.86
Interest	4.00 %	87,264.99

Total Estimated Costs 2,794,006.88


Special Assessments	354,817.00
General Infrastructure Funds - 401	2,085,603.88

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BR-18-E1
**Water Main Replacement, Storm Sewer Replacement, Street
Reconstruction & Incidentals**

Sales Tax Funds - Infrastructure - 420	325,690.00
Utility Funds - Wastewater - 521	27,896.00
Unfunded Costs	0.00

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

Date: 04/18/2018


Tom Knaakmuhs

Division Engineer



29-3

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

April 18, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-18-E1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 18, 2018, for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals, Improvement District No. BN-18-E1, located at 38th Street South between 23rd Avenue South and 26th Avenue South.

The bids were as follows:

KPH, Inc.	\$749,999.25
Northern Improvement Co.	\$772,955.35
Shermans LLC	\$794,381.14
Dakota Underground Co.	\$836,526.00

Engineer's Estimate \$772,753.80

The special assessment escrow is in order.

This office recommends award of the contract to KPH, Inc. in the amount of \$749,999.25 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-18-E1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals**

38th Street South between 23rd Avenue South and 26th Avenue South

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
 WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals Improvement District # BN-18-E1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I Manhole 4' Dia Reinf Conc	EA	3.00	2,900.00	8,700.00
2 Connect Pipe to Exist Pipe	EA	1.00	655.00	655.00
3 F&I Pipe SDR 26 - 6" Dia PVC	LF	260.00	26.00	6,760.00
4 F&I Pipe SDR 26 - 8" Dia PVC	LF	40.00	34.00	1,360.00
5 F&I Pipe SDR 35 - 12" Dia PVC	LF	820.00	35.00	28,700.00
Sanitary Sewer Total				46,175.00
Water Main				
6 F&I Fittings C153 Ductile Iron	LB	683.00	6.00	4,098.00
7 F&I Hydrant	EA	3.00	4,000.00	12,000.00
8 Connect Pipe to Exist Pipe	EA	1.00	1,200.00	1,200.00
9 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	120.00	22.00	2,640.00
10 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	170.00	27.00	4,590.00
11 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	735.00	38.00	27,930.00
12 F&I Gate Valve 6" Dia	EA	2.00	1,240.00	2,480.00
13 F&I Gate Valve 12" Dia	EA	2.00	3,105.00	6,210.00
14 F&I Hydrant Ext. 6" High	EA	2.00	775.00	1,550.00
15 F&I Hydrant Ext. 12" High	EA	2.00	875.00	1,750.00
16 F&I Restr Joint Pipe C900 DR 18 - 12" Dia PVC	LF	100.00	65.00	6,500.00
Water Main Total				70,948.00
Storm Sewer - Local				
17 Remove Manhole	EA	3.00	335.00	1,005.00
18 Remove Pipe All Sizes All Types	LF	140.00	17.00	2,380.00
19 F&I Manhole 4' Dia Reinf Conc	EA	2.00	2,100.00	4,200.00
20 F&I Inlet - Single Box (SBI) Reinf Conc	EA	4.00	1,775.00	7,100.00
21 F&I Pipe 15" Dia Reinf Conc	LF	340.00	57.00	19,380.00
22 F&I Pipe w/GB 15" Dia Reinf Conc	LF	80.00	68.00	5,440.00
Storm Sewer - Local Total				39,505.00
Storm Sewer - Regional Retention				
23 F&I Pipe SDR 26 - 6" Dia PVC	LF	28.00	50.00	1,400.00
24 Remove Manhole	EA	1.00	665.00	665.00
25 Remove Pipe All Sizes All Types	LF	64.00	17.00	1,088.00
26 Plug Pipe 14" thru 24" Dia	EA	2.00	500.00	1,000.00
27 Connect Pipe to Exist Pipe	EA	1.00	550.00	550.00
28 F&I Manhole 5' Dia Reinf Conc	EA	1.00	3,275.00	3,275.00
29 F&I Manhole 7' Dia Reinf Conc	EA	1.00	5,500.00	5,500.00
30 F&I Manhole 8' Dia Reinf Conc	EA	1.00	8,200.00	8,200.00
31 F&I Manhole Type E Reinf Conc	EA	5.00	6,450.00	32,250.00
32 F&I Pipe Arch Equiv 42" Reinf Conc	LF	70.00	155.00	10,850.00

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BN-18-E1
Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

33 F&I Pipe Arch Equiv 48" Reinf Conc	LF	445.00	185.00	82,325.00
34 F&I Pipe 36" Dia Reinf Conc	LF	470.00	105.00	49,350.00
35 F&I Pipe 42" Dia Reinf Conc	LF	185.00	130.00	24,050.00
36 F&I Pipe 48" Dia Reinf Conc	LF	430.00	150.00	64,500.00
37 F&I Pipe w/GB 36" Dia Reinf Conc	LF	40.00	125.00	5,000.00
Storm Sewer - Regional Retention Total				290,003.00
Paving				
38 Remove Sidewalk All Thicknesses All Types	SY	86.00	7.00	602.00
39 Remove Pavement 9" Thick Asph	SY	215.00	7.00	1,505.00
40 Remove Curb & Gutter	LF	110.00	7.00	770.00
41 Fill - Contractor Supply	CY	3,600.00	1.00	3,600.00
42 Excavation	CY	400.00	3.00	1,200.00
43 Subcut	CY	1,320.00	5.00	6,600.00
44 Subgrade Preparation	SY	3,950.00	4.00	15,800.00
45 F&I Class 5 Agg - 9" Thick	SY	3,950.00	8.00	31,600.00
46 F&I Edge Drain 4" Dia PVC	LF	1,700.00	5.50	9,350.00
47 F&I Curb & Gutter Standard (Type II)	LF	1,700.00	15.50	26,350.00
48 F&I Sidewalk 4" Thick Reinf Conc	SY	1,060.00	41.00	43,460.00
49 F&I Driveway 7" Thick Reinf Conc	SY	136.00	70.00	9,520.00
50 F&I Aggregate for Asph Pavement FAA 43	TON	1,555.00	37.00	57,535.00
51 F&I Asphalt Cement PG 58-34	GAL	20,300.00	2.00	40,600.00
52 Casting to Grade - Blvd	EA	11.00	180.00	1,980.00
53 Casting to Grade - no Conc	EA	6.00	600.00	3,600.00
54 GV Box to Grade - Blvd	EA	4.00	75.00	300.00
55 Mulching Type 1 - Hydro	SY	1,800.00	0.75	1,350.00
56 Seeding Type B	SY	1,800.00	0.75	1,350.00
57 Weed Control Type B	SY	1,800.00	0.10	180.00
58 F&I Woven Geotextile	SY	3,950.00	1.90	7,505.00
Paving Total				264,757.00
Signing				
59 F&I Diamond Grade Cubed	SF	4.50	30.00	135.00
60 Relocate Sign Assembly	EA	2.00	135.00	270.00
Signing Total				405.00
Street Lighting				
61 F&I Base 6' Deep Reinf Conc	EA	4.00	525.00	2,100.00
62 F&I Conductor #6 USE Cu	LF	2,190.00	1.50	3,285.00
63 F&I Innerduct 1.5" Dia	LF	795.00	7.00	5,565.00
64 F&I Luminaire Type A	EA	4.00	525.00	2,100.00
65 F&I Light Standard Type A	EA	4.00	2,100.00	8,400.00
Street Lighting Total				21,450.00
Miscellaneous				
66 Topsoil - Strip & Spread	LS	1.00	10,500.00	10,500.00
67 Seeding Type A	SY	9,200.00	0.30	2,760.00
68 Mulching Type 2 - Straw	SY	9,200.00	0.15	1,380.00
69 Sediment Control Log 6" to 8" Dia	LF	25.00	5.25	131.25
70 Inlet Protection - Existing Inlet	EA	7.00	135.00	945.00
71 Inlet Protection - New Inlet	EA	4.00	135.00	540.00
72 Stormwater Management	LS	1.00	500.00	500.00
Miscellaneous Total				16,756.25
Total Construction in \$				749,999.25
Engineering		11.00 %		82,499.92
Legal & Misc		3.00 %		22,499.98

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BN-18-E1
Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

Contingencies	10.00 %	74,999.92
Administration	6.00 %	44,999.96
Interest	4.00 %	29,999.97
Total Estimated Costs		1,004,999.00
Special Assessments		616,395.00
General Infrastructure Funds - 401		388,604.00
Unfunded Costs		0.00

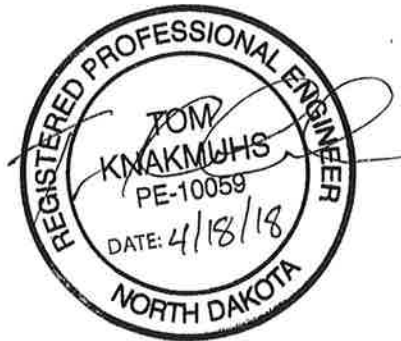
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 04/18/2018



Tom Knakmuhs

Division Engineer



29-4

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

April 18, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-18-C1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 18, 2018, for Concrete Pavement Rehabilitation & Incidentals, Improvement District No. PR-18-C1, located at 25 St S from 2 Ave S to 12 Ave S.

The bids were as follows:

Opp Construction LLC	\$1,198,369.10
Dakota Underground Co.	\$1,456,789.03
Adelman Concrete & Excavating	\$1,602,917.25

Engineer's Estimate	\$1,226,542.00
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The special assessment escrow is not required.

This office recommends award of the contract to Opp Construction LLC in the amount of \$1,198,369.10 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/klo

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # PR-18-C1****Concrete Pavement Rehabilitation and Incidentals**

25th Street S from 2nd Ave S to 12th Ave S

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
 WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Concrete Pavement Rehabilitation and Incidentals Improvement District # PR-18-C1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving				
1 Temp Fence - Safety	LF	600.00	2.20	1,320.00
2 Adjust Manhole	EA	8.00	350.00	2,800.00
3 Rem & Repl Curb & Gutter	LF	2,086.00	36.00	75,096.00
4 Repair Pavement - Partial Depth Conc	SF	500.00	44.25	22,125.00
5 Rem & Repl Pavement 10.5" Thick Doweled Conc	SY	4,360.00	107.50	468,700.00
6 F&I Sidewalk Curb	LF	115.00	17.00	1,955.00
7 F&I Sidewalk 4" Thick Reinf Conc	SY	750.00	42.00	31,500.00
8 F&I Sidewalk 6" Thick Reinf Conc	SY	300.00	48.15	14,445.00
9 Remove Sidewalk All Thicknesses All Types	SY	950.00	10.35	9,832.50
10 F&I Impressioned 6" Thick Reinf Conc	SY	180.00	85.00	15,300.00
11 F&I Det Warn Panels Cast Iron	SF	400.00	42.00	16,800.00
12 F&I Casting - Inlet	EA	8.00	1,775.00	14,200.00
13 F&I Casting - Std Manhole	EA	4.00	700.00	2,800.00
14 F&I Casting - Floating Manhole	EA	8.00	1,300.00	10,400.00
15 Casting to Grade - w/Conc	EA	36.00	565.00	20,340.00
16 GV Box to Grade - w/Conc	EA	10.00	375.00	3,750.00
17 Repair Pavement - Patch Asph	SY	20.00	155.00	3,100.00
18 Mill / Grind Conc Pvmt	SY	1,600.00	13.00	20,800.00
19 Mulching Type 1 - Hydro	SY	900.00	3.50	3,150.00
20 Seeding Type B	SY	900.00	9.00	8,100.00
21 Inlet Protection - Existing Inlet	EA	18.00	345.00	6,210.00
22 Construction Signing	SF	50.00	16.50	825.00
23 Flagging	MHR	900.00	41.00	36,900.00
24 Traffic Control - Type 2	LS	1.00	96,400.00	96,400.00
25 Relocate Sign Assembly	EA	10.00	135.00	1,350.00
26 F&I Rock Mulch	TON	15.00	75.00	1,125.00
			Paving Total	889,323.50
Traffic Signals				
27 Remove Pull Box PVC	EA	2.00	220.00	440.00
28 Salvage Traffic Signal Equipment	LS	1.00	4,400.00	4,400.00
29 Sandblast Signal Standard	EA	4.00	550.00	2,200.00
30 Paint Signal Standard	EA	4.00	2,200.00	8,800.00
31 F&I Pull Box PVC	EA	2.00	1,100.00	2,200.00
32 F&I Detection In-Ground Loop	EA	21.00	2,200.00	46,200.00
33 F&I Ped Push Button & Sign	EA	8.00	1,100.00	8,800.00
34 F&I Ped Push Button Post	EA	8.00	880.00	7,040.00
35 F&I Foundation Type V	EA	1.00	1,320.00	1,320.00
36 Salvage Signal Standard Type V	EA	1.00	550.00	550.00
37 Install Signal Standard Type V 10' High	EA	1.00	1,980.00	1,980.00
38 F&I Equipment Fargo Type B Cabinet	EA	1.00	33,000.00	33,000.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # PR-18-C1****Concrete Pavement Rehabilitation and Incidentals**

39 F&I Emerg Veh Pre-emption System	EA	1.00	3,850.00	3,850.00
40 F&I Traffic Signal - Street Light Combo Feed Point	EA	1.00	22,000.00	22,000.00
41 F&I Conduit 1" Dia	LF	75.00	11.00	825.00
42 F&I Conduit 2" Dia	LF	25.00	22.00	550.00
43 F&I Signal Cable AWG 14/2	LF	1,054.00	0.70	737.80
44 F&I Signal Cable AWG 14/3	LF	441.00	0.95	418.95
45 F&I Signal Cable AWG 14/20	LF	469.00	4.40	2,063.60
46 F&I Signal Cable #6 RHW	LF	50.00	2.75	137.50
47 F&I Signal Cable #6 THW	LF	25.00	2.65	66.25
48 Relocate Ped Push Button & Post	EA	1.00	330.00	330.00
49 Furnish Traffic Signal Equipment	LS	1.00	7,700.00	7,700.00
50 Relocate Head	EA	8.00	310.00	2,480.00
51 Relocate Ped Head	EA	10.00	275.00	2,750.00
52 Fiber Optic Termination	LS	1.00	10,450.00	10,450.00
53 F&I Conduit 1.5" Dia	LF	100.00	8.80	880.00
54 F&I Sign Assembly	EA	4.00	550.00	2,200.00
55 F&I Luminaire Extension	EA	2.00	1,650.00	3,300.00
Traffic Signals Total				177,669.10

Pavement Markings

56 F&I Grooved Plastic Film 4" Wide	LF	600.00	6.05	3,630.00
57 F&I Grooved Plastic Film 6" Wide	LF	1,400.00	9.60	13,440.00
58 F&I Grooved Plastic Film 8" Wide	LF	1,600.00	11.00	17,600.00
59 F&I Grooved Plastic Film 16" Wide	LF	360.00	20.90	7,524.00
60 F&I Grooved Contrast Film 7" Wide	LF	800.00	11.00	8,800.00
61 F&I Grooved Plastic Film Message	SF	300.00	35.20	10,560.00
62 Obliterate Pavement Markings	SF	1,800.00	8.80	15,840.00
Pavement Markings Total				77,394.00

Street Lighting

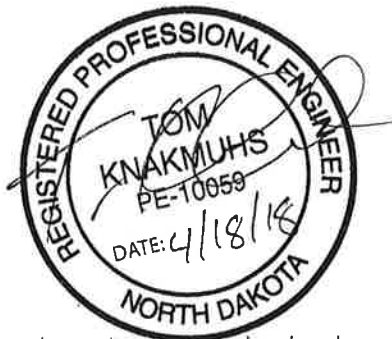
63 Remove Base	EA	4.00	440.00	1,760.00
64 F&I Luminaire Type A	EA	13.00	1,320.00	17,160.00
65 F&I Light Standard Type A	EA	11.00	2,200.00	24,200.00
66 Remove Street Light	EA	11.00	275.00	3,025.00
67 F&I Base 7" Deep Reinf Conc	EA	5.00	1,320.00	6,600.00
68 F&I Conductor #6 USE Cu	LF	450.00	2.75	1,237.50
Street Lighting Total				53,982.50

Total Construction in \$ 1,198,369.10

Engineering	8.50 %	101,861.37
Legal & Misc	3.00 %	35,951.07
Contingencies	10.00 %	119,836.91
Administration	3.00 %	35,951.07
Interest	4.00 %	47,934.76

Total Estimated Costs 1,539,904.29

Special Assessments	802,907.00
Sales Tax Funds - Infrastructure - 420	736,997.32

Unfunded Costs -0.03

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

Date: 04/18/2018

Tom Knakmuhs

Division Engineer

April 18, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-18-F1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 18, 2018, for Water Main Replacement, Street Reconstruction & Incidentals, Improvement District No. BR-18-F1, located at Roberts Street from 2nd to 4th Avenue North and on 5th Street from 3rd Avenue North to 150' south of 3rd Avenue North.

The bids were as follows:

Master Construction Co., Inc.	\$1,537,059.00
KPH, Inc.	\$1,621,260.30
Dakota Underground Company	\$1,637,151.60

Engineer's Estimate	\$1,489,701.00
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The special assessment escrow is not required.

This office recommends award of the contract to Master Construction Co., Inc. in the amount of \$1,537,059.00 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-18-F1****Water Main Replacement, Street Reconstruction & Incidentals**

Roberts Street from 2nd to 4th Avenue North and on 5th Street from 3rd Avenue N to 150' south of 3rd Avenue N.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Water Main Replacement, Street Reconstruction & Incidentals Improvement District # BR-18-F1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	208.00	75.00	15,600.00
2 F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	105.00	85.00	8,925.00
3 Connect Sewer Service 10' to 15' Deep	EA	5.00	5,500.00	27,500.00
4 Connect Sewer Service Option C	EA	5.00	1,000.00	5,000.00
5 F&I Manhole 4' Dia Reinf Conc	EA	1.00	7,000.00	7,000.00
6 Connect Pipe to Exist Structure	EA	1.00	2,500.00	2,500.00
			Sanitary Sewer Total	66,525.00
Water Main				
7 Remove Pipe All Sizes All Types	LF	390.00	10.00	3,900.00
8 F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	57.00	100.00	5,700.00
9 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	66.00	110.00	7,260.00
10 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	5.00	200.00	1,000.00
11 F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	562.00	115.00	64,630.00
12 Bore Pipe C900 DR 18 - 10" Dia PVC	LF	97.00	90.00	8,730.00
13 F&I Hydrant	EA	2.00	5,500.00	11,000.00
14 F&I Gate Valve 4" Dia	EA	3.00	1,200.00	3,600.00
15 F&I Gate Valve 6" Dia	EA	4.00	1,700.00	6,800.00
16 F&I Gate Valve 8" Dia	EA	1.00	1,900.00	1,900.00
17 F&I Gate Valve 10" Dia	EA	2.00	2,500.00	5,000.00
18 F&I Fittings Ductile Iron	LB	858.00	10.00	8,580.00
19 Furnish Temp Water Svc	EA	5.00	6,000.00	30,000.00
			Water Main Total	158,100.00
Storm Sewer				
20 Remove Pipe All Sizes All Types	LF	156.00	10.00	1,560.00
21 Remove Inlet	EA	9.00	100.00	900.00
22 F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	48.00	50.00	2,400.00
23 F&I Pipe w/GB 12" Dia Reinf Conc	LF	179.00	70.00	12,530.00
24 F&I Inlet - Round (RDI) Reinf Conc	EA	4.00	2,900.00	11,600.00
25 F&I Inlet - Single Box (SBI) Reinf Conc	EA	4.00	3,350.00	13,400.00
26 F&I Manhole 4' Dia Reinf Conc	EA	2.00	3,900.00	7,800.00
27 F&I Saddle Manhole Reinf Conc	EA	2.00	9,600.00	19,200.00
28 Remove Manhole	EA	1.00	1,000.00	1,000.00
			Storm Sewer Total	70,390.00
Paving				
29 Remove Sidewalk All Thicknesses All Types	SY	1,216.00	10.00	12,160.00
30 Remove Driveway All Thicknesses All Types	SY	430.00	10.00	4,300.00
31 Rem & Repl Pavement 6" Thick Asph	SY	120.00	90.00	10,800.00
32 Remove Pavement All Thicknesses All Types	SY	3,428.00	20.00	68,560.00
33 Remove Curb & Gutter	LF	1,400.00	10.00	14,000.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-18-F1****Water Main Replacement, Street Reconstruction & Incidentals**

34 Remove Tree	EA	13.00	400.00	5,200.00
35 Subgrade Preparation	SY	3,385.00	3.00	10,155.00
36 F&I Woven Geotextile	SY	3,385.00	2.00	6,770.00
37 F&I Edge Drain 4" Dia PVC	LF	1,753.00	7.00	12,271.00
38 F&I Class 5 Agg - 12" Thick	SY	3,385.00	12.00	40,620.00
39 F&I Sidewalk 7" Thick Reinf Conc	SY	43.00	70.00	3,010.00
40 F&I Pavement 7" Thick Reinf Conc	SY	560.00	75.00	42,000.00
41 F&I Pavement 9" Thick Doweled Conc	SY	2,839.00	90.00	255,510.00
42 F&I Curb & Gutter Standard (Type II)	LF	1,350.00	22.00	29,700.00
43 F&I Sidewalk 4" Thick Reinf Conc	SY	1,700.00	60.00	102,000.00
44 F&I Impressioned 6" Thick Reinf Conc	SY	270.00	100.00	27,000.00
45 F&I Det Warn Panels Cast Iron	SF	130.00	49.00	6,370.00
46 F&I Flat MH Cover 8" Thick Reinf Conc	EA	3.00	1,100.00	3,300.00
47 F&I Casting - Floating Manhole	EA	8.00	1,200.00	9,600.00
48 GV Box to Grade - no Conc	EA	10.00	300.00	3,000.00
49 Casting to Grade - no Conc	EA	17.00	450.00	7,650.00
50 Inlet Protection - Existing Inlet	EA	15.00	150.00	2,250.00
51 Inlet Protection - New Inlet	EA	8.00	150.00	1,200.00
52 Stormwater Management	LS	1.00	2,000.00	2,000.00
53 Temp Construction Entrance	EA	1.00	1,000.00	1,000.00
54 Temp Fence - Safety	LS	1.00	15,000.00	15,000.00
55 F&I Traffic Surface Gravel	TON	50.00	45.00	2,250.00
56 Install Salvaged Gravel 8" Thick	SY	75.00	30.00	2,250.00
57 Traffic Control - Type 1	LS	1.00	50,000.00	50,000.00
58 Construction Signing	SF	10.00	10.00	100.00
59 Repair Fence	LF	15.00	150.00	2,250.00
60 F&I Guard Post	EA	3.00	400.00	1,200.00
61 F&I Decid Tree 1.5" Dia	EA	17.00	500.00	8,500.00
62 F&I Tree Grate Cast Iron	EA	17.00	2,400.00	40,800.00
63 F&I Structural Soil	SY	194.00	300.00	58,200.00
			Paving Total	860,976.00
Street Lights				
64 Interim Lighting System	LS	1.00	5,000.00	5,000.00
65 Relocate Street Light	EA	1.00	2,000.00	2,000.00
66 Remove Street Light	EA	4.00	200.00	800.00
67 F&I Base 6' Deep Reinf Conc	EA	6.00	1,200.00	7,200.00
68 Remove Base	EA	5.00	300.00	1,500.00
69 F&I Conductor #6 USE Cu	LF	2,556.00	1.50	3,834.00
70 F&I Innerduct 1.5" Dia	LF	902.00	12.00	10,824.00
71 F&I Luminaire Type A	EA	5.00	2,000.00	10,000.00
72 Remove Pull Box	EA	1.00	300.00	300.00
73 F&I Light Standard Type A	EA	5.00	1,900.00	9,500.00
			Street Lights Total	50,958.00
Pavement Marking				
74 F&I Grooved Contrast Film 7" Wide	LF	1,155.00	13.00	15,015.00
75 F&I Grooved Plastic Film 24" Wide	LF	216.00	40.00	8,640.00
76 F&I Grooved Plastic Film 16" Wide	LF	20.00	30.00	600.00
77 F&I Grooved Thermoplastic Pavement Marking Message	SF	78.00	70.00	5,460.00
			Pavement Marking Total	29,715.00
Signing				
78 F&I Engineering Grade	SF	40.80	15.00	612.00
79 F&I Diamond Grade Cubed	SF	15.00	25.00	375.00
80 F&I Sign Assembly	EA	5.00	150.00	750.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-18-F1****Water Main Replacement, Street Reconstruction & Incidentals**

81 F&I Sign Assembly & Anchor	EA	12.00	150.00	1,800.00
			Signing Total	3,537.00
5th St N				
82 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	69.00	100.00	6,900.00
83 Connect Sewer Service 10' to 15' Deep	EA	2.00	5,500.00	11,000.00
84 Connect Sewer Service Option C	EA	2.00	1,000.00	2,000.00
85 Remove Pipe All Sizes All Types	LF	51.00	10.00	510.00
86 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	165.00	100.00	16,500.00
87 F&I Gate Valve 4" Dia	EA	1.00	1,000.00	1,000.00
88 F&I Gate Valve 6" Dia	EA	2.00	1,200.00	2,400.00
89 F&I Gate Valve 8" Dia	EA	2.00	2,100.00	4,200.00
90 F&I Fittings Ductile Iron	LB	419.00	10.00	4,190.00
91 Furnish Temp Water Svc	EA	2.00	6,000.00	12,000.00
92 Remove Sidewalk All Thicknesses All Types	SY	110.00	10.00	1,100.00
93 Remove Pavement All Thicknesses All Types	SY	860.00	20.00	17,200.00
94 Remove Curb & Gutter	LF	188.00	10.00	1,880.00
95 Subgrade Preparation	SY	838.00	3.00	2,514.00
96 F&I Woven Geotextile	SY	838.00	3.00	2,514.00
97 F&I Edge Drain 4" Dia PVC	LF	223.00	10.00	2,230.00
98 F&I Class 5 Agg - 12" Thick	SY	838.00	20.00	16,760.00
99 F&I Curb & Gutter Standard (Type II)	LF	188.00	40.00	7,520.00
100 F&I Sidewalk 4" Thick Reinf Conc	SY	227.00	60.00	13,620.00
101 F&I Impressioned 6" Thick Reinf Conc	SY	34.00	100.00	3,400.00
102 F&I Sidewalk 7" Thick Reinf Conc	SY	12.00	70.00	840.00
103 F&I Pavement 9" Thick Doweled Conc	SY	774.00	100.00	77,400.00
104 F&I Det Warn Panels Cast Iron	SF	16.00	45.00	720.00
105 GV Box to Grade - no Conc	EA	5.00	300.00	1,500.00
106 Inlet Protection - Existing Inlet	EA	4.00	150.00	600.00
107 Temp Construction Entrance	EA	2.00	1,100.00	2,200.00
108 Stormwater Management	LS	1.00	1,000.00	1,000.00
109 Remove Tree	EA	2.00	500.00	1,000.00
110 Traffic Control - Type 1	LS	1.00	20,000.00	20,000.00
111 F&I Decid Tree 1.5" Dia	EA	2.00	500.00	1,000.00
112 F&I Tree Grate Cast Iron	EA	2.00	2,500.00	5,000.00
113 F&I Structural Soil	SY	27.00	300.00	8,100.00
114 F&I Grooved Plastic Film 4" Wide	LF	322.00	10.00	3,220.00
115 Temp Fence - Safety	LS	1.00	10,000.00	10,000.00
116 F&I Sign Assembly	EA	1.00	150.00	150.00
117 F&I Sign Assembly & Anchor	EA	2.00	150.00	300.00
118 F&I Engineering Grade	SF	3.00	15.00	45.00
119 F&I Diamond Grade Cubed	SF	7.00	25.00	175.00
120 Remove Street Light	EA	3.00	200.00	600.00
121 F&I Base 6' Deep Reinf Conc	EA	2.00	1,400.00	2,800.00
122 Remove Base	EA	2.00	300.00	600.00
123 F&I Conductor #6 USE Cu	LF	300.00	1.50	450.00
124 F&I Innerduct 1.5" Dia	LF	180.00	10.00	1,800.00
125 F&I Luminaire Type A	EA	3.00	2,000.00	6,000.00
126 F&I Light Standard Type A	EA	3.00	1,900.00	5,700.00
127 F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	46.00	100.00	4,600.00
128 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	82.00	110.00	9,020.00
129 Remove Inlet	EA	1.00	100.00	100.00
130 F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	2,500.00	2,500.00
			5th St N Total	296,858.00
			Total Construction in \$	1,537,059.00

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BR-18-F1
Water Main Replacement, Street Reconstruction & Incidentals

Engineering	8.39 %	128,959.25
Legal & Misc	3.00 %	46,111.77
Contingencies	10.00 %	153,705.90
Administration	2.87 %	44,113.59
Interest	4.00 %	61,482.36
Total Estimated Costs		1,971,431.87
Special Assessments		984,270.00
Sales Tax Funds - Infrastructure - 420		761,490.87
Utility Funds - Wastewater - 521		94,971.00
Utility Funds - Water - 501		130,700.00
Unfunded Costs		0.00

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

Date: 04/18/2018


Tom Knakmuhs

Division Engineer



296

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

April 17, 2018

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

Re: Concur with Low Bid and Recommend Award
10th Street N Reconstruction Project – 4th Avenue N to 12th Avenue N
City of Fargo Improvement District No. BR-18-B1
NDDOT Project No. NHU-CPU-8-081(038)927

Dear Commissioners:

Bids were opened by the NDDOT on Friday, April 13 2018, for the 10th Street Reconstruction project.

The bids were as follows:

Master Construction Company, Inc.	\$ 7,103,169.83
Dakota Underground Company	\$ 7,644,053.78
Northern Improvement Company	\$ 8,375,716.12
Engineer's Estimate	\$ 6,714,483.81

There are Special Assessments associated with this project and one protest has been received, therefore the protests should be declared insufficient. Fargo's share of this project is \$3,434,452.44.

Recommended Motion

Declare protests to be insufficient, and concur with low bid and recommend the NDDOT award the low bid to Master Construction Company, Inc. in the amount of \$ 7,103,169.83 as the best bid, subject to review of the Contractor's Disadvantaged Business Enterprise Program by the NDDOT.

Sincerely,


Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

Attachments

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations



ENGINEER'S STATEMENT OF ESTIMATED COST

PC CONCRETE PAVEMENT, STORM SEWER, WATERMAIN, SANITARY SEWER, LIFT STATION,
SIDEWALK, TRAFFIC SIGNALS & INCIDENTALS

Improvement District No. BR-18-B
NDDOT Project No. NHU-CPU-8-081(038)927

10th Street N from 4th Avenue N to 12th Avenue N

I. Project Cost Summary

	Federal NDDOT Participant	Federal NDDOT Non-Participant	Subtotal	Federal Funding Share	NDDOT Share	Fargo Share
A. Construction:						
Street Reconstruction	5,379,542.00	0.00	5,379,542.00	4,353,663.34	487,924.46	537,954.20
Water Main Replacement	0.00	873,692.51	873,692.51	0.00	-	873,692.51
Water Transmission	0.00	370,746.08	370,746.08	0.00	-	370,746.08
Sewer Replacement	0.00	421,714.80	421,714.80	0.00	-	421,714.80
Sewer Repairs	0.00	57,474.45	57,474.45	0.00	-	57,474.45
B. Special Items:						
1. Private Utility Adjustments:	0.00	100,000.00	100,000.00	0.00	-	100,000.00
2. Right of Way & Easements	0.00	100,000.00	100,000.00	0.00	-	100,000.00
3. NDDOT Engineering-City Portion	0.00	53,795.42	53,795.42	0.00	-	53,795.42
4. Consulting Engineering Fee for Water & Sewer	0.00	32,537.00	32,537.00	0.00	-	32,540.00
5. Consulting Engineering Fee for Lift Station	0.00	250,000.00	250,000.00	0.00	-	250,000.00
C. Cost Subtotals:	5,379,542.00	2,259,960.26	7,639,502.26	4,353,663.34	487,924.46	2,797,917.46

II. Cost Participation

A. Federal - Regional Highway funds	4,353,663.34	
B. NDDOT funds		487,924.46
C. Local funds		2,797,917.46

III Fargo Cost Summary

Fargo Non-Federal or State Construction Cost \$ 2,261,582.04

A. Fees (on Fargo construction cost only)

1. Engineering Oversight:	4.0%	\$ 90,463.28
2. Legal:	7.0%	\$ 158,310.74
3. Contingency:	10.0%	\$ 226,158.20
4. Administration:	3.1%	\$ 71,139.47
5. Interest:	4.0%	\$ 90,463.28
6. Subtotal - Fees:		\$ 636,534.98

B. Fargo Cost Distribution

1. Total Fargo Project Cost:	\$ 3,434,452.44
2. Funding Sources:	
Special Assessments - Street Reconstruction:	\$ 1,208,515.42
Special Assessments - Water Main Replacement:	\$ 576,336.09
Special Assessments - Sanitary Sewer Replacement:	\$ 284,358.19
Sanitary Sewer Utility Funds:	\$ 271,706.75
Water Utility Funds:	\$ 471,567.60
Water Main Replacement Funds:	\$ 550,125.32
Sewer Repair Funds:	\$ 71,843.06

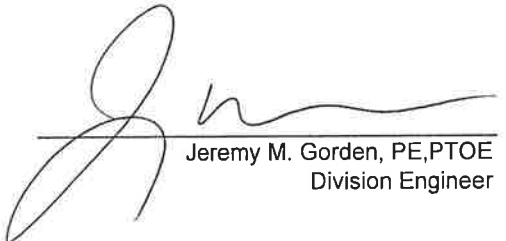
Note 1: Sewer on this project is not eligible for federal cost participation.

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



Date

3-17-18


Jeremy M. Gorden, PE, PTOE
Division Engineer



North Dakota Department of Transportation

Thomas K. Sorel
Director

Doug Burgum
Governor

April 16, 2018

Mr. Mark Bittner
City Engineer
200 N 3rd Street
Fargo, ND 58102

PROJECT: UGP-NHU-CPU-8-081(038)927, PCN 21168 – FARGO, US 81B/10TH ST N
FROM 4TH AVE N TO 12TH AVE N

Bids for the construction on the above noted project were taken at our bid opening of April 13, 2018. A copy of the Contract Detail Estimate is enclosed.

The low bid for Grading, Salvaged Base, Concrete Paving, Storm Water Lift Station, Structure Repair, & Incidentals was submitted by Master Construction Company, Inc. of Fargo, ND in the amount of \$7,103,169.83 (with RCP Option 1). According to the agreement with the City of Fargo, the City's share of the project is estimated to be \$2,547,590.23.

Before we can award to the low bidder, we need the City of Fargo to **concur**, in writing, in the estimated amount as soon as possible.

Questions should be addressed to the Construction Services Division at (701)328-2566.

A handwritten signature in black ink, appearing to read "P. Murdoff".

for PHILLIP MURDOFF, P.E. - CONSTRUCTION SERVICES ENGINEER

80/pm/lp
Enclosure

4/13/2018

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

Page 1 of 7

North Dakota **FEDERAL AID**

Project Number: **UGP-NHU-CPU-8-081(038)927**

PCN: **21168**

Job Number: **50**

Bid Opening Date: **4/13/2018**

English/Metric: **ENGLISH**

Signed Date:

Contract with **MASTER CONSTRUCTION CO INC FARGO, ND**

County(s): **CASS**

Location: **FARGO - US 81B/10TH ST N FROM 4TH AVE N TO 12TH AVE N**

4/13/2018

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

Page 2 of 7

North Dakota **FEDERAL AID**

Bid Opening Date: 4/13/2018

Project Number: UGP-NHU-CPU-8-081(038)927

PCN: 21168

Job Number: 50

English/Metric: ENGLISH

Roadway: **RURAL****RP 927.127 TO RP 927.849****Type: GRADING, SALVAGED BASE, CONCRETE PAVING, & INCIDENTALS**

Participating: Y

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.700	L SUM	\$70,000.00	\$49,000.00
107	0100	RAILWAY PROTECTION INSURANCE	1.000	L SUM	\$4,000.00	\$4,000.00
201	0370	REMOVAL OF TREES 10IN	3.000	EA	\$500.00	\$1,500.00
201	0380	REMOVAL OF TREES 18IN	3.000	EA	\$700.00	\$2,100.00
201	0390	REMOVAL OF TREES 30IN	13.000	EA	\$1,000.00	\$13,000.00
202	0136	REMOVAL OF PAVEMENT	15,237.000	TON	\$15.00	\$228,555.00
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	2,937.000	LF	\$20.00	\$58,740.00
202	0208	REMOVAL OF ABUTMENTS	1.000	L SUM	\$22,000.00	\$22,000.00
202	0210	REMOVAL OF MANHOLES	17.000	EA	\$500.00	\$8,500.00
202	0230	REMOVAL OF INLETS	24.000	EA	\$100.00	\$2,400.00
202	0277	REMOVAL OF LIFT STATION	1.000	L SUM	\$12,000.00	\$12,000.00
202	0292	REMOVAL OF EXISTING RETAINING WALL	1.000	L SUM	\$30,000.00	\$30,000.00
203	0101	COMMON EXCAVATION-TYPE A	2,082.000	CY	\$40.00	\$83,280.00
203	0109	TOPSOIL	1,345.000	CY	\$35.00	\$47,075.00
216	0100	WATER	237.000	M GAL	\$10.00	\$2,370.00
251	0300	SEEDING CLASS III	1.736	ACRE	\$6,000.00	\$10,416.00
251	2000	TEMPORARY COVER CROP	1.736	ACRE	\$250.00	\$434.00
253	0201	HYDRAULIC MULCH	1.736	ACRE	\$2,500.00	\$4,340.00
255	0103	ECB TYPE 3	601.000	SY	\$3.50	\$2,103.50
302	0100	SALVAGED BASE COURSE	11,118.000	TON	\$22.00	\$244,596.00
550	0302	8.5IN NON-REINF CONCRETE PVMT CL AE-DOWELED	2,437.000	SY	\$70.00	\$170,590.00
550	0307	9.5IN NON-REINF CONCRETE PVMT CL AE-DOWELED	9,995.000	SY	\$75.00	\$749,625.00
602	0130	CLASS AAE-3 CONCRETE	261.000	CY	\$1,200.00	\$313,200.00
624	0151	RAILING	1,131.000	LF	\$157.00	\$177,567.00
702	0100	MOBILIZATION	0.700	L SUM	\$500,000.00	\$350,000.00
704	0100	FLAGGING	280.000	MHR	\$50.00	\$14,000.00
704	1000	TRAFFIC CONTROL SIGNS	6,097.000	UNIT	\$2.00	\$12,194.00
704	1052	TYPE III BARRICADE	55.000	EA	\$110.00	\$6,050.00
704	1055	PEDESTRIAN LONGITUDINAL BARRICADE	1,549.000	LF	\$11.00	\$17,039.00
704	1060	DELINEATOR DRUMS	67.000	EA	\$40.00	\$2,680.00
704	1067	TUBULAR MARKERS	10.000	EA	\$11.00	\$110.00
704	1072	FLEXIBLE DELINEATORS	69.000	EA	\$55.00	\$3,795.00
704	1087	SEQUENCING ARROW PANEL-TYPE C	1.000	EA	\$1,500.00	\$1,500.00
704	1500	OBLITERATION OF PAVEMENT MARKING	5,435.000	SF	\$1.00	\$5,435.00
704	2108	TEMPORARY CURB RAMP	23.000	EA	\$400.00	\$9,200.00
704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	2.000	EA	\$4,500.00	\$9,000.00
706	0500	AGGREGATE LABORATORY	1.000	EA	\$25,000.00	\$25,000.00
708	1540	INLET PROTECTION-SPECIAL	73.000	EA	\$175.00	\$12,775.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	73.000	EA	\$55.00	\$4,015.00
709	0100	GEOSYNTHETIC MATERIAL TYPE G	14,689.000	SY	\$2.50	\$36,722.50
709	0151	GEOSYNTHETIC MATERIAL TYPE R1	187.000	SY	\$5.00	\$935.00
714	9100	CASTING CURB INLET	1.000	EA	\$750.00	\$750.00
714	9680	PLUG PIPE-ALL TYPES & SIZES	3.000	EA	\$500.00	\$1,500.00
714	9720	UNDERDRAIN PIPE PVC PERFORATED 4IN	300.000	LF	\$40.00	\$12,000.00
720	0125	ALIGNMENT MONUMENTS	15.000	EA	\$400.00	\$6,000.00

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota FEDERAL AID

Bid Opening Date: 4/13/2018

Project Number: UGP-NHU-CPU-8-081(038)927

PCN: 21168

Job Number: 50

English/Metric: ENGLISH

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
720	0130	IRON PIN R/W MONUMENTS	2.000	EA	\$250.00	\$500.00
722	0100	MANHOLE 48IN	8.000	EA	\$1,500.00	\$12,000.00
722	0110	MANHOLE 60IN	5.000	EA	\$1,700.00	\$8,500.00
722	0120	MANHOLE 72IN	3.000	EA	\$2,100.00	\$6,300.00
722	0130	MANHOLE 84IN	2.000	EA	\$2,100.00	\$4,200.00
722	0140	MANHOLE 96IN	1.000	EA	\$3,500.00	\$3,500.00
722	1100	MANHOLE RISER 48IN	36.180	LF	\$650.00	\$23,517.00
722	1110	MANHOLE RISER 60IN	35.120	LF	\$750.00	\$26,340.00
722	1120	MANHOLE RISER 72IN	16.550	LF	\$800.00	\$13,240.00
722	1130	MANHOLE RISER 84IN	29.300	LF	\$950.00	\$27,835.00
722	1140	MANHOLE RISER 96IN	5.760	LF	\$1,000.00	\$5,760.00
722	3460	CASTING INLET-TYPE 2	5.000	EA	\$750.00	\$3,750.00
722	3495	MODIFY INLET	2.000	EA	\$700.00	\$1,400.00
722	3510	INLET-TYPE 2	23.000	EA	\$2,450.00	\$56,350.00
722	3520	INLET-TYPE 2 DOUBLE	22.000	EA	\$3,100.00	\$68,200.00
722	3701	INLET SPECIAL-TYPE 2 48IN	2.000	EA	\$2,500.00	\$5,000.00
722	3761	INLET SPECIAL-TYPE 2 60IN	3.000	EA	\$3,400.00	\$10,200.00
724	1144	PIPE DUCTILE IRON 12IN	618.000	LF	\$170.00	\$105,060.00
748	0140	CURB & GUTTER-TYPE I	5,700.000	LF	\$25.00	\$142,500.00
748	0141	CURB & GUTTER-TYPE 1 SPECIAL	1,132.000	LF	\$35.00	\$39,620.00
748	1280	VALLEY GUTTER SPECIAL	292.000	LF	\$30.00	\$8,760.00
750	0030	PIGMENTED IMPRINTED CONCRETE	5.810	SY	\$200.00	\$1,162.00
750	0101	SIDEWALK CONCRETE REINF	2,654.000	SY	\$48.00	\$127,392.00
750	1016	DRIVEWAY CONCRETE 6IN REINFORCED	1,236.000	SY	\$59.00	\$72,924.00
750	2115	DETECTABLE WARNING PANELS	481.000	SF	\$44.00	\$21,164.00
752	0911	TEMPORARY SAFETY FENCE	1,774.000	LF	\$2.00	\$3,548.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	480.000	SF	\$22.00	\$10,560.00
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	168.000	SF	\$17.00	\$2,856.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	928.000	LF	\$17.00	\$15,776.00
754	0592	RESET SIGN PANEL	7.000	EA	\$100.00	\$700.00
754	0593	RESET SIGN SUPPORT	4.000	EA	\$120.00	\$480.00
762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	96.000	SF	\$14.00	\$1,344.00
762	0420	SHORT TERM 4IN LINE-TYPE R	2,105.000	LF	\$1.50	\$3,157.50
762	0424	SHORT TERM 8IN LINE-TYPE R	150.000	LF	\$3.00	\$450.00
762	0430	SHORT TERM 4IN LINE-TYPE NR	6,911.000	LF	\$1.50	\$10,366.50
762	0434	SHORT TERM 8IN LINE-TYPE NR	500.000	LF	\$3.00	\$1,500.00
762	0442	SHORT TERM MESSAGE-TYPE NR	536.000	SF	\$10.00	\$5,360.00
762	1255	PREFORMED THERMO PLASTIC PVMT MK 6IN LINE	106.000	LF	\$1.00	\$106.00
762	1317	PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	123.000	LF	\$24.00	\$2,952.00
762	1325	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	452.000	LF	\$35.00	\$15,820.00
762	1340	PREF PATT PVMT MK 4IN LINE CONTRAST-GROOVED	11,381.000	LF	\$10.00	\$113,810.00
762	1344	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	209.000	LF	\$13.00	\$2,717.00
762	2000	COLORLED BIKE LANE PAVEMENT MARKING	1,409.000	SF	\$27.00	\$38,043.00
772	2800	INTERIM TRAFFIC SIGNALS	4.000	EA	\$18,000.00	\$72,000.00
772	2904	REVISE TRAFFIC SIGNAL SYSTEM	1.000	EA	\$20,000.00	\$20,000.00
772	2935	REVISE FLASHING BEACON SYSTEM	1.000	EA	\$25,000.00	\$25,000.00
772	3125	REMOVE TRAFFIC SIGNAL SYSTEM	1.000	EA	\$4,500.00	\$4,500.00
772	9200	IT SYSTEM	1.000	EA	\$60,000.00	\$60,000.00

4/13/2018

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

Page 4 of 7

North Dakota **FEDERAL AID**

Bid Opening Date: 4/13/2018

Project Number: UGP-NHU-CPU-8-081(038)927

PCN: 21168

Job Number: 50

English/Metric: ENGLISH

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
772	9811	TRAFFIC SIGNAL SYSTEM - SITE 1	1.000	EA	\$170,000.00	\$170,000.00
772	9812	TRAFFIC SIGNAL SYSTEM - SITE 2	1.000	EA	\$98,000.00	\$98,000.00
920	0090	LIFT STATION	1.000	EA	\$525,000.00	\$525,000.00
930	8230	SHORING	1.000	EA	\$160,000.00	\$160,000.00
970	0365	SHELTER	3.000	EA	\$10,000.00	\$30,000.00
970	2005	AUTUMN BLAZE MAPLE	19.000	EA	\$460.00	\$8,740.00
Subtotal						\$4,966,052.00

Type: OPTION 1

Include in Preliminary Estimate: YES

REINFORCED CONCRETE PIPE

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
714	0105	PIPE CONC REINF 12IN CL II-STORM DRAIN	12.000	LF	\$60.00	\$720.00
714	0210	PIPE CONC REINF 15IN CL III-STORM DRAIN	1,869.000	LF	\$60.00	\$112,140.00
714	0315	PIPE CONC REINF 18IN CL III-STORM DRAIN	622.000	LF	\$63.00	\$39,186.00
714	0620	PIPE CONC REINF 24IN CL III-STORM DRAIN	310.000	LF	\$67.00	\$20,770.00
714	0710	PIPE CONC REINF 27IN CL III-STORM DRAIN	17.000	LF	\$77.00	\$1,309.00
714	0825	PIPE CONC REINF 30IN CL III-STORM DRAIN	147.000	LF	\$83.00	\$12,201.00
714	0910	PIPE CONC REINF 36IN CL III-STORM DRAIN	78.000	LF	\$100.00	\$7,800.00
714	1110	PIPE CONC REINF 48IN CL III-STORM DRAIN	22.000	LF	\$200.00	\$4,400.00
Subtotal Option 1						\$198,526.00

Subtotal \$5,164,578.00

Eng and Contg \$516,457.80

Total \$5,681,035.80

Length 0.6900 Miles

Estimated Cost		Construction
		\$5,681,035.80
NHU FEDERAL FUNDS	80.93%	\$4,597,662.27
NHU STATE FUNDS	9.07%	\$515,269.95
NHU FARGO CITY FUNDS	10.00%	\$568,103.58

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota FEDERAL AID

Project Number: UGP-NHU-CPU-8-081(038)927

PCN: 21168

Bid Opening Date: 4/13/2018

Job Number: 50

English/Metric: ENGLISH

Roadway: RURAL

RP 927.157 TO RP 927.849

Type: STORM WATER LIFT STATION

Participating: N

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
103 0100	CONTRACT BOND	0.300	L SUM	\$70,000.00	\$21,000.00
202 0136	REMOVAL OF PAVEMENT	62.900	TON	\$15.00	\$943.50
202 0174	REMOVAL OF PIPE ALL TYPES AND SIZES	6,413.900	LF	\$20.00	\$128,278.00
202 0210	REMOVAL OF MANHOLES	15.000	EA	\$500.00	\$7,500.00
302 0100	SALVAGED BASE COURSE	161.400	TON	\$22.00	\$3,550.80
550 0302	8.5IN NON-REINF CONCRETE PVMT CL AE-DOWELED	164.200	SY	\$70.00	\$11,494.00
550 0307	9.5IN NON-REINF CONCRETE PVMT CL AE-DOWELED	94.200	SY	\$75.00	\$7,065.00
702 0100	MOBILIZATION	0.300	L SUM	\$500,000.00	\$150,000.00
709 0100	GEOSYNTHETIC MATERIAL TYPE G	258.400	SY	\$2.50	\$646.00
714 9680	PLUG PIPE-ALL TYPES & SIZES	7.000	EA	\$500.00	\$3,500.00
714 9720	UNDERDRAIN PIPE PVC PERFORATED 4IN	98.000	LF	\$40.00	\$3,920.00
722 0300	MANHOLE SANITARY	14.000	EA	\$5,900.00	\$82,600.00
724 0210	FITTINGS-DUCTILE IRON	23,915.000	LBS	\$4.50	\$107,617.50
724 0270	REMOVE GATE VALVE & BOX	24.000	EA	\$100.00	\$2,400.00
724 0290	GATE VALVE & BOX 4IN	3.000	EA	\$1,500.00	\$4,500.00
724 0300	GATE VALVE & BOX 6IN	12.000	EA	\$1,750.00	\$21,000.00
724 0310	GATE VALVE & BOX 8IN	7.000	EA	\$2,100.00	\$14,700.00
724 0315	GATE VALVE & BOX 10IN	2.000	EA	\$2,750.00	\$5,500.00
724 0317	GATE VALVE & BOX 16IN	2.000	EA	\$11,000.00	\$22,000.00
724 0324	GATE VALVE & BOX 24IN	6.000	EA	\$22,000.00	\$132,000.00
724 0410	HYDRANT-INSTALL 5IN	8.000	EA	\$4,750.00	\$38,000.00
724 0430	REMOVE HYDRANT	8.000	EA	\$100.00	\$800.00
724 0605	1 1/2IN COPPER WATER SERVICE LINE	22.800	LF	\$36.00	\$820.80
724 0611	WATER SERVICE LINE 1IN	1,908.230	LF	\$33.00	\$62,971.59
724 0670	TEMPORARY WATER SERVICE	1.000	L SUM	\$35,000.00	\$35,000.00
724 0810	WATERMAIN 6IN PVC	198.470	LF	\$47.00	\$9,328.09
724 0830	WATERMAIN 8IN PVC	3,172.380	LF	\$70.00	\$222,066.60
724 0840	WATERMAIN 10IN PVC	46.580	LF	\$100.00	\$4,658.00
724 0852	WATERMAIN 16IN PVC	127.080	LF	\$110.00	\$13,978.80
724 0870	24IN WATERMAIN	1,668.480	LF	\$115.00	\$191,875.20
724 0905	CURB STOP & BOX 1IN	66.000	EA	\$475.00	\$31,350.00
724 0907	CURB STOP & BOX 1 1/2IN	1.000	EA	\$700.00	\$700.00
724 0944	CONNECTION TO EXISTING MAIN	27.000	EA	\$2,700.00	\$72,900.00
724 1102	20IN SANITARY SEWER PIPE	32.070	LF	\$80.00	\$2,565.60
724 1103	30IN SANITARY SEWER PIPE	38.280	LF	\$120.00	\$4,593.60
724 1117	12IN SANITARY SEWER PIPE	3,073.400	LF	\$49.00	\$150,596.60
724 1120	6IN SEWER SERVICE PIPE	1,277.210	LF	\$45.00	\$57,474.45
724 1136	12IN X 6IN SEWER WYE BRANCH	56.000	EA	\$415.00	\$23,240.00
724 6031	ABANDON WATER MAIN/SERVICE LINE	4,568.500	LF	\$10.00	\$45,685.00
724 6101	BORE & PUSH 1IN WATER SERVICE	190.820	LF	\$35.00	\$6,678.70
724 7015	1 1/2IN CORPORATION-NEW SERVICE	1.000	EA	\$460.00	\$460.00
724 7017	1IN CORPORATION-NEW SERVICE	66.000	EA	\$220.00	\$14,520.00
744 0200	POLYSTYRENE 3IN PIPE INSULATION	14.000	BD FT	\$50.00	\$700.00
748 0140	CURB & GUTTER-TYPE I	98.000	LF	\$25.00	\$2,450.00

Subtotal **\$1,723,627.83**

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**Project Number: **UGP-NHU-CPU-8-081(038)927**PCN: **21168**Job Number: **50**Bid Opening Date: **4/13/2018**English/Metric: **ENGLISH**Eng and Contg **\$172,362.78**Total **\$1,895,990.61**Length **0.0000 Miles**

Estimated Cost

Construction**\$1,895,990.61****CPU FARGO CITY FUNDS****100.00%****\$1,895,990.61**Roadway: **RURAL****BNRR UNDERPASS
BR. NO. 81-927.254**Type: **STRUCTURE REPAIR**Participating: **Y**

Spec Code Item Description

202 0111 REMOVAL OF CONCRETE
602 1130 CLASS AE-3 CONCRETE
602 7000 SPECIAL SURFACE FINISH
612 0115 REINFORCING STEEL-GRADE 60
624 0123 PEDESTRIAN RAILING
930 7000 NETTING
930 9612 SPALL REPAIR

Quantity	Unit	Unit Price	Amount
1.000	L SUM	\$50,000.00	\$50,000.00
41.800	CY	\$1,250.00	\$52,250.00
9,700.000	SF	\$4.40	\$42,680.00
2,505.000	LBS	\$2.00	\$5,010.00
120.700	LF	\$320.00	\$38,624.00
720.000	SF	\$20.00	\$14,400.00
200.000	SF	\$60.00	\$12,000.00

Subtotal **\$214,964.00**Eng and Contg **\$21,496.40**Total **\$236,460.40**Length **0.0000 Miles**

Estimated Cost

Construction**\$236,460.40****NHU FEDERAL FUNDS****80.93%****\$191,367.40****NHU STATE FUNDS****9.07%****\$21,446.96****NHU FARGO CITY FUNDS****10.00%****\$23,646.04**

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Project Number: **UGP-NHU-CPU-8-081(038)927**

PCN: **21168**

Job Number: **50**

Bid Opening Date: **4/13/2018**

English/Metric: **ENGLISH**

Type: **SPECIAL ITEMS**

Item Description				Amount
PRELIMINARY ENGINEERING				\$571,000.00
Funding Splits:	NHU FEDERAL FUNDS	80.93%	\$462,110.30	
	NHU STATE FUNDS	9.07%	\$51,789.70	
	NHU FARGO CITY FUNDS	10.00%	\$57,100.00	
ESTIMATED COST OF RIGHT OF WAY				\$25,000.00
Funding Splits:	NHU FEDERAL FUNDS	80.93%	\$20,232.50	
	NHU STATE FUNDS	9.07%	\$2,267.50	
	NHU FARGO CITY FUNDS	10.00%	\$2,500.00	
RAILROAD FLAGGING				\$2,500.00
Funding Splits:	NHU FEDERAL FUNDS	80.93%	\$2,023.25	
	NHU STATE FUNDS	9.07%	\$226.75	
	NHU FARGO CITY FUNDS	10.00%	\$250.00	

Summary for Project

Length **0.6900 Miles**

Estimated Total Construction Cost: **\$7,103,169.83**
Estimated Total Eng and Contg: **\$710,316.98**

	<u>Construction</u>	<u>Special Items</u>	<u>Total</u>
Estimated Cost	\$7,813,486.81	\$598,500.00	\$8,411,986.81
NHU FEDERAL FUNDS	\$4,789,029.67	\$484,366.05	\$5,273,395.72
NHU STATE FUNDS	\$536,716.91	\$54,283.95	\$591,000.86
NHU FARGO CITY FUNDS	\$591,749.62	\$59,850.00	\$651,599.62
CPU FARGO CITY FUNDS	\$1,895,990.61	\$0.00	\$1,895,990.61

29-7

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

April 18, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-18-F1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 18, 2018, for Asphalt Mill & Overlay & Incidentals, Improvement District No. PR-18-F1, located at Edgewood Farms Addition, Edgewood 1st & 2nd Additions, Golden Ridge Addition, and Oak Grove Addition.

The bids were as follows:

Border States Paving, Inc.	\$2,060,412.50
FM Asphalt LLC	\$2,066,710.51
Northern Improvement Co.	\$2,188,813.01
Central Specialties, Inc.	\$2,375,754.91
Knife River Materials	\$2,505,251.04

Engineer's Estimate	\$2,284,100.00
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The special assessment escrow is in order.

One protest was received amounting to less than 1% of the Improvement District. We recommend that protest be declared insufficient and the contract be awarded to Border States Paving, Inc. in the amount of \$2,060,412.50 as the lowest and best bid.

Sincerely,



Tom Knakmuhs
Division Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # PR-18-F1****Asphalt Mill & Overlay & Incidentals**

Mill & Overlay roads in Edgewood Farms Addition, Edgewood 1st & 2nd Additions, Golden Ridge Addition, and Oak Grove Addition.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Asphalt Mill & Overlay & Incidentals Improvement District # PR-18-F1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Section 1				
1 Repair Inlet	EA	5.00	450.00	2,250.00
2 F&I Repair Band 4" thru 12" Dia	EA	1.00	1,000.00	1,000.00
3 Rem & Repl Curb & Gutter	LF	2,000.00	34.00	68,000.00
4 Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	8.25	8,250.00
5 F&I Sidewalk 4" Thick Reinf Conc	SY	10.00	58.30	583.00
6 F&I Sidewalk 6" Thick Reinf Conc	SY	30.00	67.60	2,028.00
7 Remove Sidewalk All Thicknesses All Types	SY	40.00	17.00	680.00
8 Adjust Driveway - Mud/Sand Jack	SF	1,000.00	3.00	3,000.00
9 Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	71.00	3,550.00
10 F&I Det Warn Panels Cast Iron	SF	40.00	50.00	2,000.00
11 F&I Aggregate for Asph Pavement FAA 43	TON	2,710.00	32.00	86,720.00
12 F&I Asphalt Cement PG 58-28	GAL	34,529.21	1.65	56,973.20
13 Rem & Repl Casting - Inlet	EA	2.00	600.00	1,200.00
14 Rem & Repl Casting - Self Leveling	EA	17.00	1,500.00	25,500.00
15 Rem & Repl Pavement 9" Thick Asph	SY	50.00	53.50	2,675.00
16 Casting to Grade - no Conc	EA	1.00	220.00	220.00
17 GV Box to Grade - no Conc	EA	7.00	80.00	560.00
18 Mill / Grind Asphalt Pvmnt Along Curb	LF	5,239.00	1.15	6,024.85
19 Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	14,300.00	1.50	21,450.00
20 Sodding	SY	300.00	19.00	5,700.00
21 Traffic Control - Type 1	LS	1.00	2,500.00	2,500.00
Section 1 Total				300,864.05
Section 2				
22 Repair Inlet	EA	10.00	450.00	4,500.00
23 F&I Repair Band 4" thru 12" Dia	EA	2.00	1,000.00	2,000.00
24 Rem & Repl Curb & Gutter	LF	5,000.00	34.00	170,000.00
25 Adjust Curb & Gutter - Mud/Sand Jack	LF	8,000.00	8.25	66,000.00
26 Rem & Repl Pavement 7" Thick Reinf Conc	SY	50.00	75.00	3,750.00
27 F&I Sidewalk 4" Thick Reinf Conc	SY	100.00	56.00	5,600.00
28 F&I Sidewalk 6" Thick Reinf Conc	SY	276.00	68.00	18,768.00
29 Remove Sidewalk All Thicknesses All Types	SY	385.00	16.60	6,391.00
30 Adjust Driveway - Mud/Sand Jack	SF	5,000.00	3.05	15,250.00
31 Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	71.00	3,550.00
32 Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	74.00	3,700.00
33 F&I Det Warn Panels Cast Iron	SF	744.00	50.00	37,200.00
34 F&I Aggregate for Asph Pavement FAA 43	TON	7,840.00	32.00	250,880.00
35 F&I Asphalt Cement PG 58-28	GAL	100,000.00	1.65	165,000.00
36 Rem & Repl Casting - Inlet	EA	3.00	600.00	1,800.00
37 Rem & Repl Casting - Self Leveling	EA	7.00	1,500.00	10,500.00
38 Rem & Repl Pavement 9" Thick Asph	SY	1,000.00	53.00	53,000.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # PR-18-F1****Asphalt Mill & Overlay & Incidentals**

39 Casting to Grade - no Conc	EA	10.00	220.00	2,200.00
40 GV Box to Grade - no Conc	EA	55.00	80.00	4,400.00
41 Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	67,116.00	1.50	100,674.00
42 Sodding	SY	1,500.00	15.00	22,500.00
43 Paint Epoxy Line 16" Wide	LF	26.00	15.40	400.40
44 Paint Epoxy Line 24" Wide	LF	42.00	19.70	827.40
45 Traffic Control - Type 1	LS	1.00	3,500.00	3,500.00
46 F&I Detection In-Ground Loop	EA	2.00	1,860.00	3,720.00
Section 2 Total				956,110.80

Section 3

47 Remove Pavement All Thicknesses All Types	SY	232.00	8.40	1,948.80
48 Repair Inlet	EA	3.00	450.00	1,350.00
49 F&I Repair Band 4" thru 12" Dia	EA	1.00	1,000.00	1,000.00
50 Rem & Repl Curb & Gutter	LF	1,000.00	34.00	34,000.00
51 Adjust Curb & Gutter - Mud/Sand Jack	LF	3,000.00	8.25	24,750.00
52 F&I Pavement 7" Thick Reinf Conc	SY	232.00	74.00	17,168.00
53 F&I Sidewalk 4" Thick Reinf Conc	SY	21.00	55.40	1,163.40
54 F&I Sidewalk 6" Thick Reinf Conc	SY	31.00	67.60	2,095.60
55 Remove Sidewalk All Thicknesses All Types	SY	21.00	17.00	357.00
56 Adjust Driveway - Mud/Sand Jack	SF	1,500.00	3.05	4,575.00
57 Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	71.40	3,570.00
58 F&I Det Warn Panels Cast Iron	SF	72.00	51.50	3,708.00
59 F&I Aggregate for Asph Pavement FAA 43	TON	4,204.00	33.00	138,732.00
60 F&I Asphalt Cement PG 58-28	GAL	43,483.00	1.65	71,746.95
61 F&I Asphalt Cement PG 64-34	GAL	10,130.00	2.35	23,805.50
62 Rem & Repl Casting - Inlet	EA	3.00	600.00	1,800.00
63 Rem & Repl Casting - Self Leveling	EA	18.00	1,500.00	27,000.00
64 Rem & Repl MH Lid - Concealed Pickhole	EA	1.00	400.00	400.00
65 Rem & Repl Pavement 9" Thick Asph	SY	200.00	53.00	10,600.00
66 Casting to Grade - no Conc	EA	1.00	220.00	220.00
67 GV Box to Grade - no Conc	EA	25.00	80.00	2,000.00
68 Mill / Grind Asphalt Pvmnt Along Curb	LF	5,392.00	1.15	6,200.80
69 Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	26,200.00	1.50	39,300.00
70 Sodding	SY	300.00	18.60	5,580.00
71 Paint Epoxy Line 4" Wide	LF	3,739.00	2.80	10,469.20
72 Paint Epoxy Line 16" Wide	LF	28.00	13.30	372.40
73 Paint Epoxy Line 24" Wide	LF	144.00	19.70	2,836.80
74 Traffic Control - Type 1	LS	1.00	3,500.00	3,500.00
75 F&I Edge Drain 4" Dia PVC	LF	1,000.00	18.00	18,000.00
76 Connect Pipe to Exist Structure	EA	6.00	250.00	1,500.00
Section 3 Total				459,749.45

Section 4

77 Repair Inlet	EA	5.00	450.00	2,250.00
78 F&I Repair Band 4" thru 12" Dia	EA	1.00	1,000.00	1,000.00
79 Rem & Repl Curb & Gutter	LF	1,300.00	34.00	44,200.00
80 Adjust Curb & Gutter - Mud/Sand Jack	LF	1,500.00	8.25	12,375.00
81 F&I Sidewalk 4" Thick Reinf Conc	SY	40.00	56.20	2,248.00
82 F&I Sidewalk 6" Thick Reinf Conc	SY	176.00	67.60	11,897.60
83 Remove Sidewalk All Thicknesses All Types	SY	193.00	16.50	3,184.50
84 Adjust Driveway - Mud/Sand Jack	SF	1,500.00	3.05	4,575.00
85 Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	67.40	3,370.00
86 F&I Det Warn Panels Cast Iron	SF	296.00	51.50	15,244.00
87 F&I Aggregate for Asph Pavement FAA 43	TON	2,547.00	33.00	84,051.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # PR-18-F1****Asphalt Mill & Overlay & Incidentals**

88 F&I Asphalt Cement PG 58-28	GAL	32,486.00	1.65	53,601.90
89 Rem & Repl Casting - Inlet	EA	3.00	600.00	1,800.00
90 Rem & Repl Casting - Self Leveling	EA	21.00	1,500.00	31,500.00
91 Rem & Repl Pavement 9" Thick Asph	SY	100.00	50.00	5,000.00
92 Casting to Grade - no Conc	EA	15.00	220.00	3,300.00
93 GV Box to Grade - no Conc	EA	18.00	80.00	1,440.00
94 Mill / Grind Asphalt Pvmnt Along Curb	LF	7,046.00	1.15	8,102.90
95 Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	9,855.00	1.50	14,782.50
96 Sodding	SY	600.00	15.50	9,300.00
97 F&I Grooved Thermoplastic Pavement Marking Message	SF	48.00	45.40	2,179.20
98 Paint Epoxy Line 4" Wide	LF	1,636.00	3.35	5,480.60
99 Paint Epoxy Line 8" Wide	LF	90.00	5.15	463.50
100 Paint Epoxy Message	SF	43.00	17.50	752.50
101 Traffic Control - Type 1	LS	1.00	2,270.00	2,270.00
102 F&I Edge Drain 4" Dia PVC	LF	1,000.00	18.00	18,000.00
103 Connect Pipe to Exist Structure	EA	6.00	220.00	1,320.00

Section 4 Total 343,688.20

Total Construction in \$ 2,060,412.50

Engineering	8.50 %	175,135.06
Legal & Misc	3.00 %	61,812.38
Contingencies	10.00 %	206,041.25
Administration	3.00 %	61,812.38
Interest	4.00 %	82,416.50

Total Estimated Costs 2,647,630.06

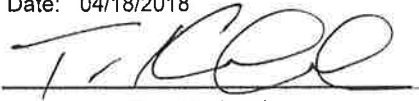
Special Assessments 1,380,476.00

Street Rehabilitation Funds - 401 1,267,154.09

Unfunded Costs -0.03

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

Date: 04/18/2018



Tom Knakmuhs

Division Engineer



April 18, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-18-J1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, April 18, 2018, for Water Main Replacement, Street Reconstruction & Incidentals, Improvement District No. BR-18-J1, located at 19 Ave S from 9 St to 5 St; South Drive S from 9 St to 7 St; and 7 St S from 18 Ave S to 19 Ave S.

The bids were as follows:

Dakota Underground Co.	\$1,833,362.50
Master Construction Co., Inc.	\$1,858,877.50
KPH, Inc.	\$2,269,060.00

Engineer's Estimate	\$2,292,000.00
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The special assessment escrow is in order.

Six protests were received amounting to 8.5% of the Improvement District. We recommend that protests be declared insufficient and the contract be awarded to Dakota Underground Co. in the amount of \$1,833,362.50 as the lowest and best bid.

Sincerely,



Tom Knakmuhs
City Engineer

TAK/klo

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-18-J1****Water Main Replacement, Street Reconstruction & Incidentals**

19th Avenue South from 9th Street to 5th Street. South Drive South from 9th Street to 7th Street. 7th Street South from 18th Avenue to 19th Avenue.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Water Main Replacement, Street Reconstruction & Incidentals Improvement District # BR-18-J1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 Remove Pipe All Sizes All Types	LF	2,650.00	3.00	7,950.00
2 Remove Manhole	EA	10.00	1,000.00	10,000.00
3 F&I Manhole 4' Dia Reinf Conc	EA	10.00	3,900.00	39,000.00
4 Transfer Sewer Svc	EA	54.00	670.00	36,180.00
5 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	1,200.00	58.00	69,600.00
6 F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	2,650.00	85.00	225,250.00
7 Connect Pipe to Exist Structure	EA	3.00	1,000.00	3,000.00
8 Connect Pipe to Exist Pipe	EA	2.00	500.00	1,000.00
9 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	300.00	0.01	3.00
Sanitary Sewer Total				391,983.00
Water Main Replacement				
10 Remove Pipe All Sizes All Types	LF	2,700.00	5.00	13,500.00
11 F&I Hydrant	EA	7.00	4,500.00	31,500.00
12 F&I Hydrant Ext. 12" High	EA	2.00	900.00	1,800.00
13 F&I Hydrant Ext. 6" High	EA	1.00	700.00	700.00
14 F&I Fittings Ductile Iron	LB	1,554.00	4.50	6,993.00
15 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	70.00	60.00	4,200.00
16 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2,800.00	63.00	176,400.00
17 F&I Gate Valve 6" Dia	EA	7.00	1,000.00	7,000.00
18 F&I Gate Valve 8" Dia	EA	8.00	1,500.00	12,000.00
19 F&I Insulation 2" Thick	SY	30.00	25.00	750.00
20 Furnish Temp Water Svc	EA	54.00	200.00	10,800.00
21 Transfer Water Svc	EA	54.00	570.00	30,780.00
22 F&I CS & Box 1" Dia	EA	54.00	400.00	21,600.00
23 F&I Pipe w/GB 1" Dia Copper	LF	1,700.00	49.00	83,300.00
24 Connect Pipe to Exist Pipe	EA	4.00	1,000.00	4,000.00
Water Main Replacement Total				405,323.00
Storm Sewer				
25 Remove Pipe All Sizes All Types	LF	310.00	15.00	4,650.00
26 Remove Manhole	EA	2.00	800.00	1,600.00
27 Remove Inlet	EA	13.00	250.00	3,250.00
28 F&I Pipe w/GB 12" Dia Reinf Conc	LF	470.00	60.00	28,200.00
29 F&I Inlet - Single Box (SBI) Reinf Conc	EA	14.00	2,000.00	28,000.00
30 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	3,000.00	6,000.00
31 F&I Manhole 5' Dia Reinf Conc	EA	1.00	4,100.00	4,100.00
32 Connect Pipe to Exist Structure	EA	13.00	250.00	3,250.00
33 Connect Pipe to Exist Pipe	EA	1.00	250.00	250.00
34 Repair Pipe 12" Dia	EA	3.00	1,500.00	4,500.00
35 Repair Manhole Floor & Invert	EA	1.00	500.00	500.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-18-J1****Water Main Replacement, Street Reconstruction & Incidentals**

				Storm Sewer Total	84,300.00
Paving					
36 Remove Pavement All Thicknesses All Types	SY	8,600.00	8.00	68,800.00	
37 Remove Curb & Gutter	LF	5,700.00	3.00	17,100.00	
38 Remove Driveway All Thicknesses All Types	SY	1,600.00	7.00	11,200.00	
39 Remove Sidewalk All Thicknesses All Types	SY	2,000.00	5.00	10,000.00	
40 Subgrade Preparation	SY	10,800.00	4.00	43,200.00	
41 F&I Woven Geotextile	SY	10,800.00	1.70	18,360.00	
42 F&I Class 5 Agg - 8" Thick	SY	10,800.00	7.00	75,600.00	
43 F&I Edge Drain 4" Dia PVC	LF	5,700.00	7.00	39,900.00	
44 F&I Curb & Gutter Standard (Type II)	LF	5,700.00	18.00	102,600.00	
45 F&I Aggregate for Asph Pavement FAA 43	TON	3,800.00	36.50	138,700.00	
46 F&I Asphalt Cement PG 58-34	GAL	51,000.00	1.95	99,450.00	
47 F&I Pavement 8" Thick Doweled Conc	SY	50.00	70.00	3,500.00	
48 F&I Sidewalk 4" Thick Reinf Conc	SY	1,700.00	38.00	64,600.00	
49 F&I Sidewalk 6" Thick Reinf Conc	SY	500.00	42.00	21,000.00	
50 F&I Driveway 6" Thick Reinf Conc	SY	1,800.00	42.00	75,600.00	
51 F&I Det Warn Panels Cast Iron	SF	168.00	35.00	5,880.00	
52 F&I Flat MH Cover 8" Thick Reinf Conc	EA	3.00	800.00	2,400.00	
53 Rem & Repl Casting - Self Leveling	EA	10.00	1,000.00	10,000.00	
54 Rem & Repl Casting - Std Manhole	EA	2.00	450.00	900.00	
55 Casting to Grade - w/Conc	EA	16.00	200.00	3,200.00	
56 Casting to Grade - no Conc	EA	21.00	600.00	12,600.00	
57 Casting to Grade - Blvd	EA	2.00	400.00	800.00	
58 GV Box to Grade - no Conc	EA	8.00	600.00	4,800.00	
59 GV Box to Grade - Blvd	EA	7.00	150.00	1,050.00	
60 Seeding Type B	SY	17,000.00	0.25	4,250.00	
61 Mulching Type 1 - Hydro	SY	17,000.00	0.25	4,250.00	
62 Weed Control Type B	SY	17,000.00	0.05	850.00	
63 Stormwater Management	LS	1.00	1,000.00	1,000.00	
64 Inlet Protection - Existing Inlet	EA	22.00	120.00	2,640.00	
65 Inlet Protection - New Inlet	EA	16.00	150.00	2,400.00	
66 Temp Construction Entrance	EA	2.00	800.00	1,600.00	
67 Traffic Control - Type 1	LS	1.00	4,000.00	4,000.00	
				Paving Total	852,230.00
Signing					
68 F&I Sign Assembly	EA	1.00	55.00	55.00	
69 F&I Sign Assembly & Anchor	EA	11.00	85.00	935.00	
70 F&I Diamond Grade Cubed	SF	82.50	22.00	1,815.00	
71 F&I Engineering Grade	SF	3.80	20.00	76.00	
72 Remove Sign Assembly	EA	12.00	25.00	300.00	
				Signing Total	3,181.00
Street Lighting					
73 F&I Innerduct 1.5" Dia	LF	2,633.00	9.00	23,697.00	
74 F&I Conductor #6 USE Cu	LF	7,899.00	1.50	11,848.50	
75 F&I Base 5' Deep Reinf Conc	EA	19.00	1,100.00	20,900.00	
76 F&I Light Standard Type A	EA	19.00	1,100.00	20,900.00	
77 F&I Luminaire Type A	EA	19.00	1,000.00	19,000.00	
				Street Lighting Total	96,345.50
				Total Construction in \$	1,833,362.50
				Engineering	8.49 % 155,652.48
				Legal & Misc	3.00 % 55,000.88
				Contingencies	10.00 % 183,336.25

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BR-18-J1
Water Main Replacement, Street Reconstruction & Incidentals

Administration	2.98 %	54,634.20
Interest	4.00 %	73,334.50
Total Estimated Costs		2,355,320.80
Special Assessments		1,222,032.00
Sales Tax Funds - Infrastructure - 420		577,890.83
Utility Funds - Water - 501		249,274.00
Utility Funds - Wastewater - 521		306,124.00
Unfunded Costs		-0.03

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

Date: 04/18/2018



Tom Knakmuhs

Division Engineer



COVER SHEET
CITY OF FARGO PROJECTS

30

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

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

Water Main Replacement, Street Reconstruction & Incidentals

Improvement District No. BR-18-H

Call For Bids April 23, 2018

Advertise Dates April 30 & May 7, 2018

Bid Opening Date May 30, 2018

Substantial Completion Date October 19, 2018

Final Completion Date November 2, 2018

N/A PWPEC Report (Attach Copy) **Part of 2018 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 Jeremy Engquist

Phone No. 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
WATER MAIN REPLACEMENT, STREET RECONSTRUCTION,
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-18-H

Nature & Scope

This project is for the replacement of the water main and street reconstruction including street lighting on 12th Street from Northern Pacific to 1st Avenue North.

Purpose

The existing water main is asbestos cement pipe, which was installed over 40 years ago and is being replaced to minimize impacts and costs associated with breaks.

The existing sanitary sewer main is vitrified clay pipe that was installed almost 125 years ago and is showing signs of deterioration. As part of this project, we will replace the sanitary sewer pipe.

The 12th Street reconstruction is necessary due to the deterioration of the existing street section, which was installed in 1951 with street patching done throughout the years. The reconstruction will include concrete street paving, gravel base, curb and gutter, storm sewer, driveway approaches, street lights, and sidewalks.

The project will be funded by a combination of Sales Tax, Water Main, Sanitary Sewer, and Special Assessments. Assessments will be applied per City policy for the water main replacement, street reconstruction, and street lights.

Feasibility

The estimated cost of construction is \$693,717. The cost breakdown is as follows:

<u>Sanitary Sewer Costs</u>	\$ 40,020
Assessed Sanitary Sewer Costs:	\$ 13,910
Plus 11% Engineering Fees:	\$ 1,530
Plus 6% Administration Fees:	\$ 835
Plus 4% Interest Fees:	\$ 556
Plus 3% Legal Fees:	\$ 417
Total Assess Sanitary Sewer Costs:	\$ 17,248
City Sanitary Sewer Costs:	\$ 26,110
Plus 6% Engineering Fees:	\$ 1,567
Plus 4% Interest Fees:	\$ 1,044
Plus 3% Legal Fees:	\$ 783
Total City Sanitary Sewer Costs:	\$ 29,504
Total Estimated Sanitary Sewer Cost:	\$ 46,753
<u>Water Main Costs</u>	\$ 108,535
Assessed Water Main Costs:	\$ 54,268
Plus 11% Engineering Fees:	\$ 5,969
Plus 6% Administration Fees:	\$ 3,256
Plus 4% Interest Fees:	\$ 2,171
Plus 3% Legal Fees:	\$ 1,628
Total Assess Water Main Costs:	\$ 67,292

City Water Main Costs:	\$ 54,268
Plus 6% Engineering Fees:	\$ 3,256
Plus 4% Interest Fees:	\$ 2,171
Plus 3% Legal Fees:	\$ 1,628
Total City Water Main Costs:	\$ 61,322
Total Estimated Water Main Cost:	\$ 128,614

Street Reconstruction Costs **\$ 545,162**

Assessed Street Costs:	\$ 272,581
Plus 11% Engineering Fees:	\$ 29,984
Plus 6% Administration Fees:	\$ 16,355
Plus 4% Interest Fees:	\$ 10,903
Plus 3% Legal Fees:	\$ 8,177
Total Assess Street Costs	\$ 338,000

City Street Costs	\$ 272,581
Plus 6% Engineering Fees:	\$ 16,355
Plus 4% Interest Fees:	\$ 10,903
Plus 3% Legal Fees:	\$ 8,177
Total City Street Costs	\$ 308,017

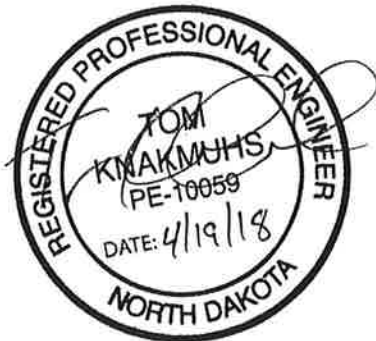
Total Estimated Street Cost: **\$ 646,017**


Project Funding Summary

Sanitary Sewer Funds	3.59%	\$ 29,504
Water Main Funds	7.47%	\$ 61,322
Infrastructure Sales Tax	37.50%	\$ 308,017
Special Assessment	51.44%	\$ 422,541
Total Estimated Project Cost		\$ 821,384

The cost to property owners will be per City policy.

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Division Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT, STREET RECONSTRUCTION
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-18-H

LOCATION:

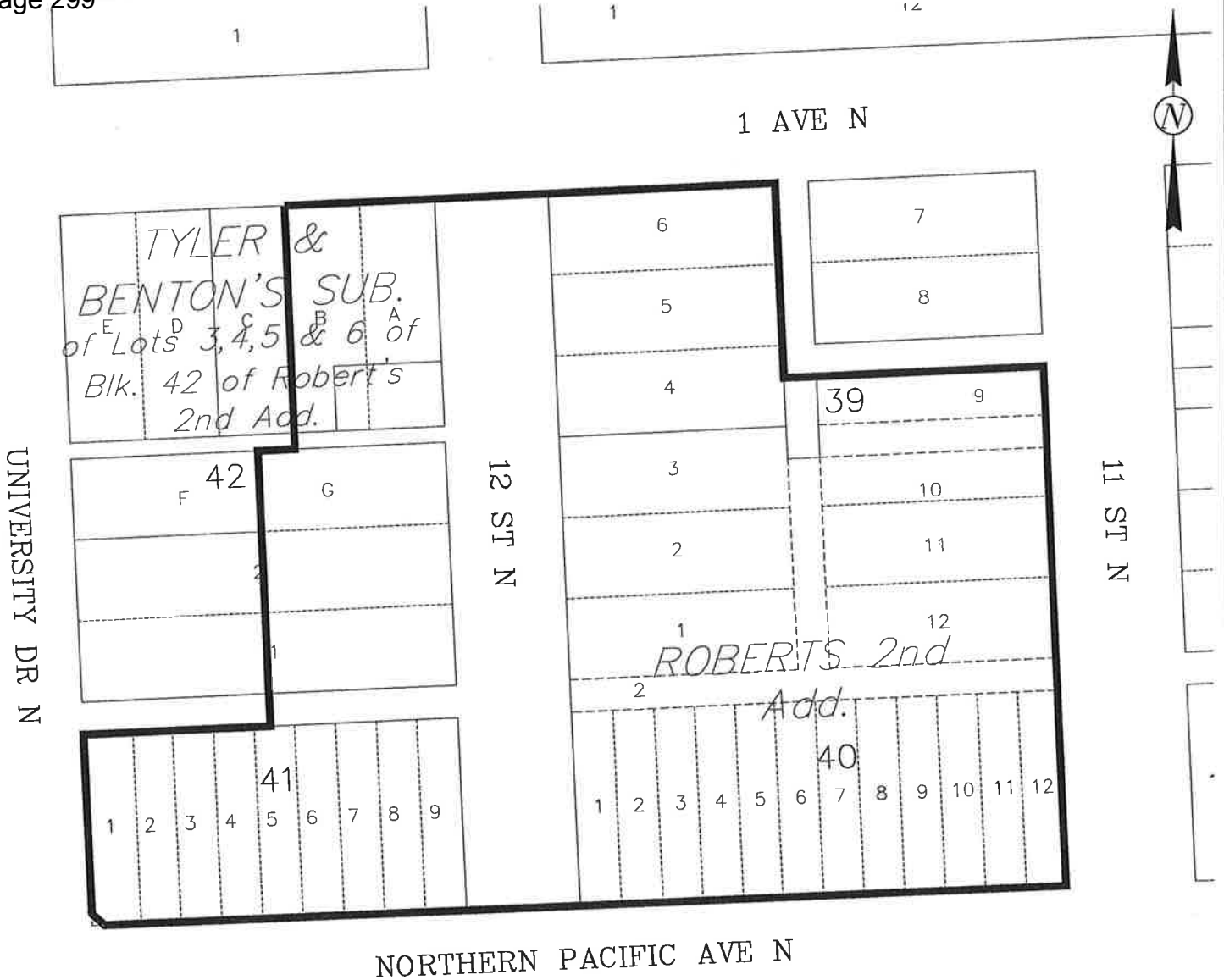
On 12th Street from Northern Pacific Avenue to 1st Avenue North.

COMPRISING:

Lots A, B, and G, Block 42.
All in Tyler and Benton's Subdivision.

Lots 1 through 6, and 9 through 12, including the vacated alley, Block 39.
Lots 1 through 12, Block 40.
Lots 1 through 9, Block 41.
East 115 feet of lots 1 and 2, Block 42.
All in Roberts 2nd Addition.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



NORTHERN PACIFIC AVE N

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

WATERMAIN REPLACEMENT, STREET RECONSTRUCTION
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-18-H