FARGO CITY COMMISSION AGENDA
Monday, August 14, 2017 - 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, July 31, 2017).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Receive and file the following Ordinances:
   a. Relating to Classification of Ordinance Violations.
   b. Relating to Distracted Driving.
   c. Relating to Use of a Wireless Communication Device Prohibited.

2. 2nd reading, waive reading and final adoption of the following Ordinances:
   a. Rezoning Certain Parcels of Land Lying in Osgood Sixth Addition.
   b. Rezoning Certain Parcels of Land Lying in Dewitts Addition.

3. Termination of Declaration and Developer Agreement with J & O Real Estate, LLC and Cottagewood Townhomes, LLC.

4. Receive and file General Fund- Budget to Actual through July 31, 2017 (unaudited).

5. Amended Site Authorization for Team Maker's Club, Inc. at the Holiday Inn.

6. Amended Site Authorization for Team Maker's Club at Frank's Lounge.

7. Applications for Games of Chance:
   a. FirstLink for a raffle on 8/15/17.
   b. North Dakota Dental Foundation for a raffle on 9/15/17.
   c. WDAY Honor Flight for a raffle on 8/27/17; Public Spirited Resolution.
   d. Dakota Medical Foundation – Lend A Hand for a raffle on 9/16/17.
   e. Fargo Moorhead Derby Girls for a raffle on 9/16/17.
   f. Fargo South High School for a calendar raffle from 12/12/17 to 2/6/18.
   g. Fargo South High School for a calendar raffle from 8/29/17 to 2/20/18.

8. Six-month extension of the Class "A" Alcoholic Beverage License for the Firebox.

9. Applications for property tax exemptions for improvements made to buildings:
   a. Amit Panwalkar and Arundhati Goswami, 1395 Elm Circle North (3 year).
   b. 22 Ave LLC, 418 22nd Avenue North (5 year).
   c. Sheryl Klugman, 1254 8th Street North (5 year).
   d. Patrick C. Farha, 2831 Elm Street North (5 year).
   e. James D. and Catherine M. Garvey, 1209 3rd Street North (5 year).

f. Travis M. and Nikki Kurtz, 1732 Whitestone Circle South (5 year).

10. Sixth Amended Lease Agreement between the Fargo Dome Authority and North Dakota State University.

11. Agreement for Services with BriAnna Wanner.

12. Purchase of Service Agreement with Fargo Public Schools for nursing services for the 2017/2018 school year.

13. Bid award for accounting software from High Plains Technology in the amount of $69,688.00 (RFP17219).

14. Bid award for Children's Library-Bound Materials with Apple Books (RFP17237).

15. Sole Source Procurement for repair of Unit #601 from RDO Equipment Company in the amount of $30,818.60.

16. Change Orders for the City Hall Project:
    a. No. 9 for an increase of $13,774.00 for the general contract.
    b. No. 10 for an increase of $46,706.00 for the general contract.
    c. No. 5 for an increase of $13,072.00 for the mechanical contract.
    d. No. 5 for an increase of $29,075.00 for the electrical contract.
    e. No. 6 for an increase of $1,857.00 for the electrical contract.

17. Agreement for Engineering Services with Houston Engineering, Inc. for Project No. MS-17-A0.

18. Concur with Traffic Technical Advisory Committee to continue work with the Kilbourne Group to develop a plan for the temporary construction and parking impacts associated with the Block 9 construction project and to put the finishing touches on the Developer's Agreement.

19. Change Order No. 3 for an increase of $4,560.00 for The Fargo Project – Water Features.

20. Notice of Award for The Fargo Project – Overlook, Natural Play, Trails.

21. Adopt Resolutions Approving the following Plats:
    a. Valley View 7th Addition.
    b. Prairie Farms Commercial Second Addition.

22. 31-day time extension for Project No. HD-17-A1.

23. Utility Relocation for Xcel Energy (Project No. FM-15-J1).

24. Bid award for Project No. EP-17-A1.

25. Bills.

26. Memorandum of Offer to Thomas K. and Kari D. Smith for purchase of a temporary easement (Improvement District No. BR-17-F1.

27. Cost Participation, Construction and Maintenance Agreement – Urban Federal Aid Project with the ND Department of Transportation for improvements to the Oak Grove/Memorial Parks Pedestrian Lift Bridge (Improvement District No. QN-17-A1).

28. Documented Categorical Exclusion and selection of Alternative B as the preferred alternative for the Oak Grove/Memorial Parks Pedestrian Lift Bridge (Improvement District No. QN-17-A1).

29. Creation of Improvement District No. AN-17-G to provide for the design and construction of the alley in 2017.

30. Change Order No. 1 for an increase of $28,423.66 for Improvement District No. BR-17-A1.

31. Final Balancing Change Order No. 1 for an increase of $14,605.40 for Improvement District No. TN-16-B1.

32. Final Balancing Change Order No. 2 for an increase of $3,529.05 for Improvement District No. TN-16-E1.

33. Final Balancing Change Order No. 3 for a decrease of $1,442.42 for Improvement District No. BN-16-F1.

34. Task Order No. 7 to KLG in an amount not to exceed $499,891.00 for Improvement District No. BN-17-A3.

35. Reimbursement of $5,309.00 for the repair of a sprinkler system impacted by Improvement District No. BN-15-K1.

36. Create Improvement District No. AN-17-G.

37. Contracts and bonds for Improvement District Nos. BN-17-G1, SL-17-F1 and SL-17-G1.

REGULAR AGENDA:

38. Commissioner Piepkorn would like to discuss the approval process for programs like the F5 Project.

39. Update on The Fargo Project.

40. Public Hearings - 5:15 pm:
    a. Osgood Townsite Fifteenth Addition (5050 47th Street South); approval recommended by the Planning Commission on 7/6/17; continued from the 7/31/17 Regular Meeting:
        1. Zoning Change from LC, Limited Commercial to LC, Limited Commercial, with a PUD, Planned Unit Development Overlay.
        2. 1st reading of rezoning Ordinance.
        3. Planned Unit Development Master Land Use Plan

    b. Special assessments of sewer repairs.

    c. Special assessment of nuisance abatement fees.

    d. CONTINUE TO 9/25/17 - Special assessments for the maintenance of the Skyway System.

41. Consider renewal of the Downtown Business Improvement District.

42. Recommendation to appoint Jon Offutt to the Arts and Culture Commission.

43. State Water Commission requests for Cost Reimbursement for FM Diversion Flood Project Costs:
    a. Costs totaling $25,546.00.
    b. Costs totaling $751,091.00

44. Recommendation to approve the Mayor's 2018 Preliminary Budget and set the public hearing date for September 11, 2017.

45. Bid award for Improvement District No. PR-17-F1.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 241-1310. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo web site at FargoND.gov/citycommission.

CITY OF Fargo

1a-c

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

August 10, 2017

Board of City Commission
City Hall
200 North Third Street
Fargo, ND 58102

RE: 2017 legislative

Dear Commissioners:

As is often the case, the North Dakota legislature enacted laws during the 2017 session that trigger the need for cities to consider whether similar changes should be made to city ordinances. As such, for your consideration, I have prepared the following ordinances:

1. Use of a wireless communication device prohibited. Amendment of §08-0321(B)(1). The City's ordinance prohibits the use of a wireless communication device by the operator of a motor vehicle while the motor vehicle is in traffic. The State statute and the City ordinance each include exceptions that permit motorists to engage in activities such as inputting a phone number or making a phone call. Section 39-08-23 of the North Dakota Century Code was amended to add an additional exception for the use of a wireless communication device in a voice-activated, voice-operated or any other hands-free manner. I amended the ordinance so that the City's ordinance would remain consistent with state law.

2. Distracted driving. A new section was created at 39-08-25 in the North Dakota Century Code to address operation of a motor vehicle while distracted. A new ordinance that addresses "distracted driving" would permit law enforcement to cite a motorist for "distracted driving" if the motorist either commits a traffic offense or operates a motor vehicle that is involved in a reportable accident and at the time of the offense or reportable accident the motorist was operating the motor vehicle while distracted. "Distracted driving" is defined as operating a motor vehicle while engaged in an activity that is not necessary to the operation of the vehicle and actually impairs, or would reasonably be expected to impair, the ability of the individual to safely operate the vehicle.

3. Penalties for Violation. Section 1-0305 of the Fargo Municipal Code identifies the penalties for violations of city ordinances–identifying them as either a Class B Misdemeanor, a criminal Infraction or a non-criminal offense (such as a speeding ticket). Since the distracted driving offense is a new non-criminal offense under state law for which a $100 fee is payable, a similar change to our penalty ordinance is being suggested, below.

SUGGESTED MOTION: I move to receive and file the enclosed ordinances:

1. Amending Section 8-0321(B)(1) of Article 08-03 of Chapter 8 of the Fargo Municipal Code Relating to Use of a Wireless Communication Device Prohibited;

2. Enacting Section 8-0322 of Article 08-03 of Chapter 8 of the Fargo Municipal Code Relating to Distracted Driving;

3. Amending Section 1-0305(C) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations;

and place the ordinances on the agenda for first reading at the next regularly-scheduled city commission meeting.

Sincerely,

Casey M Moen

Casey W. Moen

CWM/lmw
Enclosure

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305 OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code is hereby amended as follows:

1-0305. Classification of ordinance violations.--

* * *

C. Violations of the following ordinances are noncriminal offenses and shall require payment of a fee as follows:

* * *

8. For a violation of the following ordinances, a fee of $100.00.
Section 8-0321 (use of a wireless communication device prohibited, section 8-1003(K) (parking in areas reserved handicap), section 8-0322 (Distracted Driving), section 10-0326 (urinating in public).

* * * *

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Effective Date.

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

(SEAL)

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE ENACTING ARTICLE 8-0322
OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE
RELATING TO DISTRACTED DRIVING

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 Century Code; and

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

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

WHEREAS, the board of city commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the board of city commissioners of the city of Fargo:

Section 1. Enactment.

Article 8-0322 of Chapter 8 of the Fargo Municipal Code is hereby enacted as follows:

ARTICLE 8-0322
DISTRACTED DRIVING

A. An operator of a motor vehicle shall maintain control of that motor vehicle without distraction at all times. An individual is in violation of this section if that individual:

1. Commits an offense under this chapter or Title 39 of the North Dakota Century Code and, at the time of the offense, the individual was engaged in the operation of a motor vehicle while distracted; or

2. Is determined to have been the operator of a motor vehicle that was involved in a reportable accident as defined in section 39-08-09 which resulted in property damage and, at the time the reportable accident occurred, the individual was engaged in the operation of a motor vehicle while distracted.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

B. The elements of an offense under this section are the elements of the offense for a violation of this chapter or Title 39 of the North Dakota Century Code and the additional elements that create an offense under the above subsection.

C. An individual may be issued a citation or summons for any other traffic offense that was committed by the individual in relation to the individual's commission of this traffic offense.

D. As used in this section, "operation of a motor vehicle while distracted" means the operation of a motor vehicle by an individual who, while operating the vehicle, is engaged in an activity that:

1. Is not necessary to the operation of the vehicle; and
2. Actually impairs, or would reasonably be expected to impair, the ability of the individual to safely operate the vehicle.

Section 2. Penalty.

A person who violates this ordinance shall be deemed to have committed a non-criminal offense and shall pay a fee of $100.00 as provided in Section 1-0305.C of the Fargo Municipal Code, as the same may be amended from time to time.

Section 3. Effective Date.

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

_____
Timothy J. Mahoney, Mayor

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-0321(B)(1) OF ARTICLE 8-03 OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE RELATING TO USE OF A WIRELESS COMMUNICATION DEVICE PROHIBITED

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 Century Code; and

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 8-0321(B)(1) of Article 8-03 of Chapter 8 of the Fargo Municipal Code is amended to read as follows:

8-0321. - Use of a wireless communication device prohibited.

* * *

B. The following definitions shall apply to the interpretation and enforcement of this ordinance:

1. "Electronic message" means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices. The term includes e-mail, a text message, an instant message, a command or request to access a World Wide Web page, or other data that uses a commonly recognized electronic communications protocol. The term does not include:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

a. Reading, selecting, or entering a telephone number, an extension number, or voice mail retrieval codes and commands into an electronic device for the purpose of initiating or receiving a telephone or cellular phone call or using voice commands to initiate or receive a telephone or cellular phone call;

b. Inputting, selecting, or reading information on a global positioning system device or other navigation system device;

c. Using a device capable of performing multiple functions, such as fleet management systems, dispatching devices, smart phones, citizen band radios, music players, or similar devices, for a purpose that is not otherwise prohibited;

d. Voice or other data transmitted as a result of making a telephone or cellular phone call; ~~or~~

e. Data transmitted automatically by a wireless communication device without direct initiation by an individual.or

f. A wireless communications device used in a voice-activated, voice-operated, or any other hands-free manner.

* * * *

Section 2. Penalty.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Effective Date.

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

_____
Timothy J. Mahoney, Mayor

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2A

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN OSGOOD SIXTH ADDITION,
FARGO, CASS COUNTY, NORTH DAKOTA

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

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

WHEREAS, the rezoning changes were approved by the City Commission on July 31, 2017,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Three (3), Block One (1), Osgood Townsite Sixth Addition to the city of Fargo, Cass County, North Dakota,

is hereby rezoned from "MR-1", Multi-Dwelling Residential, District to "P/I", Public and Institutional, District, subject to the terms of a "C-O", Conditional Overlay", District as follows:

1) The following use (s) are allowed:

a. Colleges
b. Community Service
c. Daycare Centers of unlimited size
d. Health Care Facilities
e. Parks and Open Space
f. Religious Institutions
g. Safety Services
h. Schools
i. Offices
j. Commercial Parking
k. Outdoor Recreation and Entertainment
l. All other uses will be prohibited

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

_____
Timothy J. Mahoney, Mayor

(SEAL)
Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

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

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

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

WHEREAS, the rezoning changes were approved by the City Commission on July 31, 2017,

NOW, THEREFORE,

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

Section 1. The following described property:

West 65 feet of Lot One (1), Block Two (2) of Dewitts Addition to the city of Fargo, Cass County, North Dakota,

is hereby rezoned from "MR-2", Multi-Dwelling Residential, District to "SR-5", Single-Dwelling Residential, District with a PUD, Planned Unit Development overlay as follows:

Setback: The minimum rear setback shall be 6 feet.

Roadway Access: Access shall be allowed from a local street.

Open Space: The minimum open space shall be ten percent (10%) of the lot area.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

_____
Timothy J. Mahoney, Mayor

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

CITY OF Fargo (3)

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

August 9, 2017

Board of City Commissioners
City of Fargo
200 Third Street North
Fargo, ND 58103

RE: Termination of Declaration and Developer Agreement
Cottagewood 3rd Addition

Dear Commissioners:

Enclosed herewith is a "Termination of Declaration and Developer Agreement" for your review and approval.

As you may know, you have already approved a plat of Cottagewood Third Addition—a development generally located near 51st Avenue South and 38th Street South consisting of 39 lots configured for attached housing. Cottagewood Third Addition was a replat of Amity South at Cottagewood Addition which Addition included a number of private drives and private utility easements for City infrastructure and a rather detailed and complicated Development Agreement, containing declarations of easements, was approved, executed and recorded as part of the development process. No construction was undertaken on the previous Amity South development and this Cottagewood Third Addition replat effectively replaces all of the development intentions established by the former "Amity South" development. Therefore, after review of this Termination instrument with the Planning staff, it is my recommendation that you approve this instrument.

SUGGESTED MOTION: I move to approve the Termination of Declaration and Developer Agreement pertaining to rights, obligations and easements dedicated in the plat of Amity South at Cottagewood Addition which have now been vacated in the Plat of Cottagewood Third Addition.

Sincerely,

Erik R. Johnson

cc: Nicole Crutchfield
Planning Administrator

TERMINATION
OF
DECLARATION AND DEVELOPER AGREEMENT

THIS TERMINATION is executed this _____ day of August, 2017, by and between **J & O Real Estate, LLC** (the "Developer"), **Cottagewood Townhomes, LLC** ("Townhomes"), and the **City of Fargo**, a North Dakota municipal corporation (the "City").

WHEREAS, the Developer as owner of Lots 1-112, Block 1, Amity South at Cottagewood Addition to the City of Fargo, Cass County, North Dakota, recently replatted such lots into Cottagewood Third Addition; and

WHEREAS, the Plat of Cottagewood Third Addition was recorded on June 28, 2017, as document no. 1513959; and

WHEREAS, the Plat of Amity South at Cottagewood Addition recorded as document no. 1475039, included various internal access and utility easements which were vacated in the Plat of Cottagewood Third Addition; and

WHEREAS, the nature of the rights and obligations pertaining to the easements dedicated in the Plat of Amity South at Cottagewood Addition which have now been vacated in the Plat of Cottagewood Third Addition, were further addressed in the Declaration of Private Common Ingress, Egress and Utility Easements recorded April 19, 2016, as document no. 1475112 (the "Declaration") and the Developer Agreement recorded April 21, 2016, as document no. 1475401 (the "Developer Agreement"); and

WHEREAS, since the easements dedicated in the Plat of Amity South at Cottagewood Addition have now been vacated by the Plat of Cottagewood Third Addition, the Declaration and Developer Agreement are no longer relevant or applicable; and

WHEREAS, Townhomes purchased all of Cottagewood Third Addition from the Developer on July 10, 2017; and

WHEREAS, the Developer, Townhomes, and the City desire to terminate the Declaration and the Developer Agreement in accordance with this Termination.

NOW, THEREFORE, the undersigned do hereby terminate and release the Declaration recorded as document no. 1475112 and the Developer Agreement recorded as Document no. 1475401.

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

[the balance of this page is intentionally left blank]

Signature page to Termination for J & O Real Estate, LLC

J & O Real Estate, LLC

By:_____
Brent C. Olson, Secretary/Treasurer

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

The foregoing instrument was executed before me this _____ day of August, 2017, by Brent C. Olson, the Secretary/Treasurer of J & O Real Estate, LLC, for and on behalf of the company.

_____
Notary Public

Signature page to Termination for Cottagewood Townhomes, LLC

Cottagewood Townhomes, LLC

By:_____
Brent C. Olson, Secretary/Treasurer

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

The foregoing instrument was executed before me this _____ day of August, 2017, by Brent C. Olson, the Secretary/Treasurer of Cottagewood Townhomes, LLC, for and on behalf of the company.

_____
Notary Public

Signature page to Termination for City of Fargo

CITY OF FARGO, CASS COUNTY,
NORTH DAKOTA, a municipal corporation

By: _____
Timothy J. Mahoney
Its: Mayor

ATTEST:

_____
Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this _____ day of August, 2017, before me personally appeared Timothy J. Mahoney and Steve 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.

_____
Notary Public
Cass County, North Dakota
My commission expires: _____

CONSENT TO TERMINATION

The undersigned does hereby consent to the foregoing Termination of Declaration and Developer Agreement.

Dated this _____day of _____, 2017.

Western State Bank

By:_____

Its:_____

STATE OF NORTH DAKOTA

COUNTY OF CASS

The foregoing instrument was executed before me this _____ day of August, 2017, by _____, its _____, of Western State Bank, a corporation, on behalf of the corporation.

_____

Notary Public

(4)

CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH JULY 31, 2017
(UNAUDITED)

	2017 BUDGET	2017 ACTUAL	VARIANCE
REVENUES:			
Taxes	$ 24,410,100	$ 25,439,814	$ 1,029,714
Licenses & Permits	2,548,289	2,246,979	(301,310)
Fines & Traffic Tickets	1,285,616	1,161,178	(124,438)
Intergovernmental Revenue	9,398,591	9,076,410	(322,181)
Charges for Services	8,461,608	7,261,836	(1,199,772)
Interest	1,591,905	1,836,354	244,449
Miscellaneous Revenue	427,241	480,087	52,846
Transfers In	8,128,317	8,374,465	246,148
Total Revenues	**$ 56,251,667**	**$ 55,877,123**	**$ (374,544)**
EXPENDITURES:			
City Administrator	$ 3,634,965	$ 3,478,131	$ 156,834
Finance	4,391,291	4,082,299	308,992
Planning & Development	2,651,081	2,237,274	413,807
Transit	4,185,140	3,777,855	407,285
Public Works	9,066,821	8,496,102	570,719
Fire Department	7,309,405	7,139,529	169,876
Police	10,937,010	10,767,461	169,549
Health	5,973,371	5,919,688	53,683
Library	2,350,159	2,333,788	16,371
Commission	371,150	328,271	42,879
Civic Center	241,415	225,971	15,444
Social Services	358,400	323,403	34,997
Capital Outlay	1,821,428	549,120	1,272,308
Vehicle Replacement/IT	1,517,788	819,365	698,423
Contingency	176,139	15,106	161,033
Transfers Out	1,650,140	1,407,658	242,482
Total Expenditures	**$ 56,635,703**	**$ 51,901,021**	**$ 4,734,682**
Excess of Revenue Over (Under) Expenditures	**$ (384,036)**	**$ 3,976,102**	**$ 4,360,138**

AMENDED (5)

GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2016)

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

Full, Legal Name of Gaming Organization: Team Makers Club, Inc.

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

Name of Location: Holiday Inn			
Street: 3803 13th Ave. S.	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 9/1/17	Ending Date(s) Authorized: 6/30/18		Number of twenty-one tables if zero, enter "0": 4
Specific location where games of chance will be conducted and played at the site **(required)**: entire lounge area and banquet facilities, excluding any rest rooms or entryways			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only) To be completed ONLY if restrictions are set by the local governing body

Days of week of gaming operations	Hours of gaming

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

[X] Bingo	[ ] Club Special	[ ] Sports Pools
[X] **ELECTRONIC** Quick Shot Bingo	[ ] Tip Board	[X] Twenty-One
[X] Raffles	[ ] Seal Board	[X] Poker
[X] **ELECTRONIC** 50/50 Raffle	[ ] Punchboard	[ ] Calcuttas
[X] Pull Tab Jar	[ ] Prize Board	[ ] Paddlewheels with Tickets
[X] Pull Tab Dispensing Device	[ ] Prize Board Dispensing Device	[X] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Auditor	Date: 8/14/17
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

AMENDED

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2016)

(6)

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

Full, Legal Name of Gaming Organization: Team Makers Club, Inc.

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

Name of Location: Franks' Lounge			
Street: 2640 52nd Ave S	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 9/1/17	Ending Date(s) Authorized: 6/30/18		Number of twenty-one tables if zero, enter "0": 2
Specific location where games of chance will be conducted and played at the site **(required)**: entire lounge area and patio areas, excluding any rest rooms or entryways			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only) To be completed ONLY if restrictions are set by the local governing body

Days of week of gaming operations	Hours of gaming

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

[X] Bingo	[ ] Club Special	[ ] Sports Pools
[X] **ELECTRONIC** Quick Shot Bingo	[ ] Tip Board	[X] Twenty-One
[X] Raffles	[ ] Seal Board	[X] Poker
[X] **ELECTRONIC** 50/50 Raffle	[ ] Punchboard	[ ] Calcuttas
[X] Pull Tab Jar	[ ] Prize Board	[ ] Paddlewheels with Tickets
[X] Pull Tab Dispensing Device	[ ] Prize Board Dispensing Device	[X] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Auditor	Date: 8/14/17
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

7a

CC 25.00
8/9/17

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
FirstLink	8/15/17 to 8/15/17	8/15/17

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Cindy Miller	Executive Director	701-293-6462

Business Address	City	State	Zip Code
4357 13th Ave S. #107L	Fargo	ND	58103

Mailing Address (if different)	City	State	Zip Code
PO Box 447	Fargo	ND	58107

Name of Site Where Game(s) will be Conducted	Site Address		
Delta by Marriott Hotel	1635 42nd St. S		

City	State	Zip Code	County
Fargo	ND	58103	Cass

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	casino stay	$250
Raffle	50/50 pot	up to $1000
Raffle	Tailgate package	$245
Raffle	Glitter package	$450

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 1945

Intended uses of gaming proceeds: nonprofit operating expenses

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

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
Cindy Miller	8/8/17	Executive Director	701-2936462

(16)

$25.00
8-1-17
VH 1844

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
NORTH DAKOTA DENTAL FOUNDATION	09 15 17 to —	09 15 17

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
SCOTT ANDERSON	EXECUTIVE DIRECTOR	701-356-3132

Business Address	City	State	Zip Code
4141 28 AVE S	FARGO	ND	58104

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
~~1635 42nd ST SW FARGO~~ – DELTA HOTELS	1635 42nd ST SW FARGO

City	State	Zip Code	County
FARGO	ND	58103	CASS

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.

[ ] Bingo [✓] Raffle [ ] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker * [ ] Twenty-one * [ ] Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
RAFFLE	JEWELRY	700
RAFFLE	JEWELRY	700
RAFFLE	SPORTS TIX	500
RAFFLE	GIFT CERTIFICATE	500

Game Type	Description of Prize	Retail Value of Prize

(Limit $12,000 per year)
Total: $ 2400

Intended uses of gaming proceeds: OPERATING EXPENSES OF NORTH DAKOTA DENTAL FOUNDATION

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
	07 27 17	EXECUTIVE DIRECTOR	701-356-3132

(10)

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
WDAY Honor Flight	8-27-17 to 8-27-17	8-27-17

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
David Brunsvold	Treasurer	701-261-2049

Business Address	City	State	Zip Code
PO Box 614	West Fargo	ND	58078

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Red Hawks Ball Park	1515 15th Avenue North

City	State	Zip Code	County
Fargo	ND	58102	CASS

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.

[ ] Bingo [x] Raffle [ ] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker * [ ] Twenty-one * [ ] Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	50/50	$5000.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 5000.00

Intended uses of gaming proceeds: To take WWII, Korean and terminally ill Veterans to Washington DC to see the memorials

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

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

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

DJB

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Jane M Mateyek	8/5/17	President	701-238-7749

1d

$25.00
8-9-17
CC 0878

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Dakota Medical Foundation - Lend A Hand	9/16/2017 to 9/16/2017	9/16/2017

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Jeana Peinovich	Director	(701) 271-0263

Business Address	City	State	Zip Code
4141 28th Ave S	Fargo	ND	

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address		
Elks Lodge	3435 Broadway		
City	**State**	**Zip Code**	**County**
Fargo	ND	58104-0000	Cass

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.

[ ] Bingo [x] Raffle [ ] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker * [ ] Twenty-one * [ ] Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Irish Raffle	Gift Cards	$400.00
Irish Raffle	Sports Tickets	$250.00
Irish Raffle	Beauty Products	$775.00
Irish Raffle	Artwork	$1,200.00
Irish Raffle	Pet Basket	$100.00
Irish Raffle	3M Basket	$250.00
Irish Raffle	Decor	$50.00
Irish Raffle	Mall of America	$600.00
Irish Raffle	Accessory Basket	$300.00

Game Type	Description of Prize	Retail Value of Prize
Irish Raffle	Photo Session	$150.00
Irish Raffle	Crafts	$150.00
Irish Raffle	Home Decor/Acc.	$165.00

(Limit $12,000 per year)
Total: $ 4,390.00

Intended uses of gaming proceeds: Proceeds will be donated to DMF to benefit the Lend A Hand program.

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

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? [ ] No [x] Yes - If "Yes," indicate the total value of all prizes previously awarded: $ 500.00 . *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
[signature]	8/5/17	Exec. Director	701.271.0263

7e

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity		For a raffle, provide drawing date(s):	
Fargo Moorhead Derby Girls	9/16/2017 to 9/16/2017		9/16/2017	
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title		Business Phone Number	
Elizabeth Mieke	Treasurer		(218) 979-9303	
Business Address	City	State	Zip Code	
3302 Interstate Blvd	Fargo	ND	58103-0000	
Mailing Address (if different)	City	State	Zip Code	
Po Box 10644	Fargo	ND	58106-0000	
Name of Site Where Game(s) will be Conducted	Site Address			
Southwest Youth Hockey Arena	4404 23rd Ave Sw			
City	State	Zip Code	County	
Fargo	ND	58104-0000	Cass	

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.

[ ] Bingo [x] Raffle [ ] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker * [ ] Twenty-one * [ ] Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash	$150.00

Game Type	Description of Prize	Retail Value of Prize

(Limit $12,000 per year)

Total: $ 150

Intended uses of gaming proceeds: Brave Kids Bold Cures of North Dakota

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

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? [ ] No [x] Yes - If "Yes," indicate the total value of all prizes previously awarded: $ 150.50 . *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
	8/9/2017	Treasurer	(218) 979-9303

(1f)

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: Fargo South High School	Date(s) of Activity: 12-12-17 to 2-6-18	For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Twilla Sloan	Title: Bookkeeper	Business Phone Number: 701-446-2022	
Business Address: 1840 15th Ave. So.	City: Fargo	State: ND	Zip Code: 58103
Mailing Address (if different): Same	City	State	Zip Code
Name of Site Where Game(s) will be Conducted: Scheels Arena	Site Address: 5225 31st Ave. So.		
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.

☐ Bingo ☐ Raffle ☐ Raffle Board ☒ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	½ of money collected	3000.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 3000.00

Intended uses of gaming proceeds: Student travel needs

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: $ 1500.00. *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
[signature]	8-7-17	Principal	701-446-2000

19

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization: Fargo South High School	Date(s) of Activity: 8-2917 to 2-2018	For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Twilla Floan	Title: Bookkeeper	Business Phone Number: 701-446-2022	
Business Address: 1840 15th Ave. So.	City: Fargo	State: ND	Zip Code: 58103
Mailing Address (if different): Same	City	State	Zip Code
Name of Site Where Game(s) will be Conducted: Fargo South High School	Site Address: 1840 15th Ave So.		
City: Fargo	State: ND / Zip Code: 58103	County: Cass	

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.

☐ Bingo ☐ Raffle ☐ Raffle Board ☒ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	½ of money collected	1500.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 1500.00

Intended uses of gaming proceeds: Student travel needs

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
[signature]	8-7-17	Principal	701-446-2000

CITY OF Fargo

(8)

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

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Firebox Liquor License Extension

DATE: August 2, 2017

The Auditor's office received a request to extend the Firebox Class A alcoholic beverage license. This license was secured from the Olive Garden and the original intent was to open a bar in the Meadowlark building, the licensee decided not to open a bar and has been actively pursuing selling the license since that time.

The request is a six-month extension of ordinance 25-1512 on liquor license to allow time to sell and transfer the license to a new entity.

Recommended Motion:

Approve a six-month extension of ordinance 25-1512 until February 28, 2018 for the Firebox class A liquor license.

Printed on Recycled paper.

CONMY ♦ FESTE
Attorneys

CONMY FESTE LTD.
406 Main Avenue, Suite 200
P.O. Box 2686
Fargo, ND 58108-2686

Telephone
701-293-9911
Fax
701-293-3133

writer's email:
dmurch@conmylaw.com

Paul M. Hubbard
Kim E. Brust †
Michael M. Thomas
Robert J. Schultz
Jeremy D. Holmes
Stephannie N. Stiel
Douglas W. Murch
Mara C. Brust
E.T. Conmy, Jr. (1912-2006)
Charles A. Feste (1928-2013)

Also Licensed in Minnesota

† Certified Civil Trial Specialist - National Board of Trial Advocacy

August 2, 2017

Via Hand Delivery
Fargo City Commission
Fargo City Hall
200 3rd Street North
Fargo, ND 58102

RE: Firebox LLC Class A Alcoholic Beverage License No. 10

Dear Mayor Mahoney and Commissioners Piepkorn, Gehrig, Grindberg, and Strand:

I am writing to request an extension of the provisions of FMC § 25-1512(A)(2) requiring that alcohol be sold at the licensed premises for the Class A Alcoholic Beverage License No. 10 (the "License") owned by Firebox LLC ("Firebox"). Section 25-1512(A) addresses termination, suspension, and revocation of licenses and requires the following:

A. Any license issued under the provisions of this article shall automatically terminate:

2. When the licensee, for any reason, ceases business at the licensed premises, except as permitted in accordance with § 25-1507(H) of this article. Business shall be deemed to have ceased upon occurrence of any of the following:

a. When no sale of alcoholic beverages occurs on the licensed premises for a period of at least 30 consecutive business days; or

b. When alcoholic beverages are not sold on the licensed premises on at least 15 of any 60 consecutive business days; or

c. When the licensed premises are not open for normal business for at least 180 hours in any 60 consecutive business days;

provided, however, upon written request of the licensee, the commission, in its discretion and for good cause shown, may extend the date upon which business shall be deemed to have ceased.

Firebox purchased the License in October 2015. When it purchased the License, Firebox intended to operate a business at the Meadowlark Building in downtown Fargo, 503 7th Street North, Fargo, North Dakota 58102. After acquiring the License, Firebox decided that a bar at that location would not be economical. It began trying to transfer the License to a new licensee.

In January 2016, Firebox entered into an agreement to sell the License. That sale failed to close in June 2016.

Since June 2016, Firebox has been attempting to sell the License. It has used word of mouth within Fargo, discussions with existing Fargo business owners, a listing with Goldmark Commercial Real Estate, Inc., and regular communications with City Auditor Steve Sprague to try to find interested buyers for the license. Over the last year, Firebox has talked to numerous parties that have expressed interest in the License, but none have made an offer until recently. Firebox is currently discussing a possible sale of the license with several interested parties but has not entered into a sale contract.

Firebox requests the date upon which business is deemed to have ceased be extended for a six-month period beginning the date the City Commission considers this request. Firebox has shown good cause for the extension. It had a bona fide intent to operate a bar at the Meadowlark Building at the time it purchased the License. Upon deciding a bar was not economical at that location, it immediately began trying to sell the License and had a sale of the License fall through. Since that sale fell through, Firebox has continued trying to sell the License and has been in regular contact with the City on its efforts. Firebox may have a signed agreement for the sale of the license completed in the next six months.

For these reasons, Firebox asks that you approve this request.

Sincerely,

Douglas Murch

Douglas Murch

CITY OF Fargo

ASSESSMENT DEPARTMENT

9a

July 31, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1395 Elm Cir N as submitted by Amit Panwalkar & Arundhati Goswami. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $590 with the City of Fargo's share being $100.

Sincerely,

Ben Hushka
City Assessor

krw
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Amit Panwalkar + Arundhati Goswami Phone No. 402-218-3425
2. Address of Property 1395 Elm Cir N
   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed.
   Lts 1+2 Blk 2 Birnamwood
4. Parcel Number 01-0150-00400W Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same
   City State Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Gutted Basement finished refinished
7. Building Permit No. 161527 8. Year Built 1981
9. Date of Commencement of making the improvement 9/2016
10. Estimated market value of property before improvement $ 547,400
11. Cost of making the improvement (all labor, material and overhead) $ 97,630.77
12. Estimated market value of property after improvement $ 593,100

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
    Applicant's Signature Date 7/23/2017

Assessor's Determination

14. The local assessor finds that the improvements in this application has ☐ has not ☐ met the qualifications for exemption for the following reason(s): 3 YEARS FOR QUALIFYING WORK
    Assessor's Signature Date 8/1/17

Action of Governing Body

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

CITY OF Fargo

96

ASSESSMENT DEPARTMENT

July 31, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 418 22 Ave N as submitted by 22 Ave 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 2018, 2019, 2020, 2021, & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $1820 with the City of Fargo's share being $310.

Sincerely,

Ben Hushka
City Assessor

krw
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner 22nd Ave LLC Phone No. 701-866-0003 Susan
2. Address of Property 418 22 Ave N

   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed.

   Lt 19, Blk 3, Minnie Hector Smith
4. Parcel Number 01-2780-06450-0W Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 97 Meadowlark Ln N

   City Fargo State ND Zip Code 58102

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). complete interior + exterior remodel + finished basement
7. Building Permit No. 162293 8. Year Built 1954
9. Date of Commencement of making the improvement
10. Estimated market value of property before improvement $ 100,500
11. Cost of making the improvement (all labor, material and overhead) $
12. Estimated market value of property after improvement $ 241,200

Applicant's Certification and Signature

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

    Applicant's Signature Member 22nd Ave LLC Date 7-15-17

Assessor's Determination

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

    Assessor's Signature Date 8/1/17

Action of Governing Body

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

    Approval subject to the following conditions:

    Chairman of Governing Body Date

CITY OF Fargo

ASSESSMENT DEPARTMENT

July 31, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1254 8 St N as submitted by Sheryl Klugman. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $20 with the City of Fargo's share being $5.

Sincerely,

Ben Hushka
City Assessor

krw
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Sheryl Klugman Phone No. 235-0002
2. Address of Property 1254 8 StN
   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed.
   Pt of Lt 28 Ohmers
4. Parcel Number 01-2220-01420ZW Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same
   City State Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). 2 pieces of Suspended Ceiling, Replaced & added outlets, 5 new windows, sink, showerhead - Flooring in Bdm Painted Exterior S. wall
7. Building Permit No. 161522 8. Year Built 1921
9. Date of Commencement of making the improvement 8/2016
10. Estimated market value of property before improvement $ 95,500
11. Cost of making the improvement (all labor, material and overhead) $ 20,224
12. Estimated market value of property after improvement $ 96,900

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
    Applicant's Signature Sheryl Klugman Date 7-24-17

Assessor's Determination

14. The local assessor finds that the improvements in this application has ☐ has not ☐ met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
    Assessor's Signature [signature] Date 8/1/17

Action of Governing Body

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

CITY OF Fargo

ASSESSMENT DEPARTMENT

9d

July 31, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2831 Elm St N as submitted by Patrick C Farha. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $405 with the City of Fargo's share being $70.

Sincerely,

Ben Hushka
City Assessor

krw
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Patricia ~~Shannon~~ Farhe Phone No. 238-3257
2. Address of Property 2831 Elm St N
   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed.
   Lt 17 Blk 2 Elm Tree Park
4. Parcel Number 01-0750-00200W Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same
   City State Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). New windows on main floor
   full Kitchen & Bath Remodel
7. Building Permit No. 170301 8. Year Built 1967
9. Date of Commencement of making the improvement April 2017
10. Estimated market value of property before improvement $ 222,100
11. Cost of making the improvement (all labor, material and overhead) $ 51,157
12. Estimated market value of property after improvement $ 253,500

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
    Applicant's Signature [signature] Date 7/25/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has ☐ has not ☐ met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
    Assessor's Signature [signature] Date 8/1/17

Action of Governing Body

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

CITY OF Fargo

ASSESSMENT DEPARTMENT

ge

July 31, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1209 3 St N as submitted by James D & Catherine M Garvey. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $1285 with the City of Fargo's share being $220.

Sincerely,

Ben Hushka
City Assessor

krw
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner JAMES & CATHERINE GARVEY Phone No. 701-200-3996
2. Address of Property 1209 3 ST N
   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed. LOT 3 BLK 5 HOLES 1ST
4. Parcel Number 01-1360-01250-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner SAME
   City State Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel bath & kitchen, reside, Replace windows, const addition
7. Building Permit No. 162225 8. Year Built 1928
9. Date of Commencement of making the improvement
10. Estimated market value of property before improvement $ 170,800
11. Cost of making the improvement (all labor, material and overhead) $ 300,000
12. Estimated market value of property after improvement $ 270,000

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 Jamie Garvey Date 7/24/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has ☐ has not ☐ met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
    Assessor's Signature Glen Dassler Date 8/1/17

Action of Governing Body

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

CITY OF Fargo

ASSESSMENT DEPARTMENT

July 31, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1732 Whitestone Cir S as submitted by Travis M & Nikki Kurtz. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

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

Sincerely,

Ben Hushka
City Assessor

krw
attachment

KWilcox@FargoND.gov

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 Travis + Nikki Kurtz Phone No.
2. Address of Property 1732 Whitestone Cir S

   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.

   Lt 29 Blk 8 Southview Villages
4. Parcel Number 01-2840-01490W Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City State Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Reside Dwelling
7. Building Permit No. 170133 8. Year Built 1975
9. Date of Commencement of making the improvement 5/2017
10. Estimated market value of property before improvement $ 245,300
11. Cost of making the improvement (all labor, material and overhead) $ 25,000
12. Estimated market value of property after improvement $ 256,500

Applicant's Certification and Signature

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

    Applicant's Signature [signature] Date 7-27-17

Assessor's Determination

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

    Assessor's Signature [signature] Date 8/1/17

Action of Governing Body

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

    Approval subject to the following conditions:

    Chairman of Governing Body Date

(10)

FARGODOME

August 4, 2017

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of the Sixth Amended Lease Agreement between North Dakota State University and Fargo Dome Authority. The agreement has a three year term running through June 30, 2020, and was negotiated by representatives from the Fargo Dome Authority, FARGODOME management and North Dakota State University.

The Fargo Dome Authority approved this contract at their regularly scheduled meeting on June 27, 2017.

Requested Motion: To approve the Sixth Amended Lease Agreement between the Fargo Dome Authority and North Dakota State University as presented.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

Attachment

SIXTH AMENDED
LEASE AGREEMENT
NORTH DAKOTA STATE UNIVERSITY
FARGO DOME AUTHORITY

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SIXTH AMENDED
LEASE AGREEMENT
NORTH DAKOTA STATE UNIVERSITY
FARGO DOME AUTHORITY

THIS LEASE AGREEMENT (hereinafter, this "Agreement"), is dated and effective as of this the 1st day of July, 2017, by and between the City of Fargo, a municipal corporation of the State of North Dakota, acting by and through its Fargo Dome Authority (hereinafter, "Authority"), a duly constituted authority existing under and by virtue of Ordinance Nos. 2437, 2506 and 2510 of the City of Fargo, North Dakota, and the North Dakota State Board of Higher Education and North Dakota State University (hereinafter, "NDSU").

WHEREAS, the State Board of Higher Education of the State of North Dakota and NDSU leased certain real property to the City of Fargo for a period of ninety-nine (99) years by a Lease Agreement dated December 15, 1989 (the "Ground Lease") for the purpose of constructing and operating the FARGODOME (hereinafter the "Dome"); and

WHEREAS, the terms of the Ground Lease were intended to adequately compensate NDSU for the use of such land, without jeopardizing the financial success of the Dome, and commit NDSU to substantial use of the completed Dome; and

WHEREAS, the Authority and NDSU entered into a Lease Agreement dated July 1, 1993, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing Section V, Numbers 2 and 3 of the Ground Lease (the "First Operating Lease"); and

WHEREAS, the Authority and NDSU entered into a Second Amended Lease Agreement dated July 1, 1998, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the First Operating Lease (the "Second Operating Lease"); and

WHEREAS, the Authority and NDSU entered into a Third Amended Lease Agreement dated July 1, 2002, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Second Operating Lease (the "Third Operating Lease"); and

WHEREAS, the Authority and NDSU entered into a Fourth Amended Lease Agreement dated July 1, 2007, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Third Operating Lease (the "Fourth Operating Lease"); and

WHEREAS, the Authority and NDSU entered into a Fifth Amended Lease Agreement dated July 1, 2012, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Fourth Operating Lease (the "Fifth Operating Lease"; and

WHEREAS, NDSU and the Authority have reached an agreement on certain disputed amounts claimed by NDSU under Section VI(3) of the Ground Lease; and

WHEREAS, the Authority and NDSU desire to modify their agreement for the use of the Dome by NDSU, to further modify the Ground Lease and to reflect the resolution of all disputed amounts as provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Authority and NDSU do hereby agree that this Agreement and the following terms and conditions shall serve to replace the Fifth Amended Lease, provided; however, that the repeal of Section IV(3) and replacement of Section V, 2 and 3 of the Ground Lease remain as an integral part of this Sixth Amended Lease. Furthermore, the repeal of Section IV(3) of the Ground Lease as referenced in the Third Amended Lease and the reduced rates for the Sponsorship Package referred to in Section 5.A., remain as being, and are, in full settlement and release by NDSU of all disputed amounts claimed by NDSU. All other provisions of the Ground Lease, unless inconsistent with this Agreement, shall remain in full force and effect. If the provisions of the Ground Lease and this Agreement conflict, the provisions of this Agreement shall control.

1. DEFINITIONS.

"Football set-up" *(Exhibit A)* shall be defined as the entire main floor area, including the permanent seating as specified in Exhibit A and the DOME ticketing manifest, meeting rooms 201-204, the public area of the concourse, two temporary concourse level novelty stands, the area of the east press boxes necessary for the media to cover the event, the east side home team locker rooms and the west side visiting team locker rooms and star dressing rooms.

"Basketball set-up" *(Exhibit B)* shall be defined as the north end of the main arena floor set up in the basketball configuration with the seating as specified in Exhibit B. This configuration also includes DOME ticketing manifest for basketball, meeting rooms 201-204, the north end concourse public areas, a temporary north end novelty stand, the west side visiting team locker room and the east side home team locker room, if needed.

"Speaker set-up" *(Exhibit C)* shall be defined as the south end of the main floor, set up in the Arena Concert Configuration with the permanent seating as specified in Exhibit C, with the number of portable floor chairs and their location to be mutually agreed upon and meeting rooms 201-204.

"Other set-ups" shall be defined as any set-ups or arrangements not herein described as shall be mutually agreed upon by both the Authority and NDSU.

"Lease Year" shall be defined as a consecutive twelve (12) month period beginning on July 1 and ending on June 30.

"Non-revenue events" shall be defined as NDSU events where no admission is charged, no fee is taken or no collection is made from event patrons. Examples of eligible non-revenue NDSU events include commencement exercises, student orientation, homecoming celebrations, alumni functions or other types of events which are mutually agreed upon.

"***Total Event Days***" shall be defined as the sum of Priority Dates, Non-Priority Scheduled Events, and Non-Priority Non-Football Athletic Practices.

"*Advertising Inventory*" means the proposed agreements with advertisers at the FARGODOME.

"*Suite Inventory*" means the proposed annual agreements with suiteholders for any of the private suites at FARGODOME;

"*Advertising and Suite Revenue*" means for each Contract Year, all payments made in cash with respect to the Advertising Inventory, except the following:

(a) Payment for naming rights to FARGODOME sold by the Authority;
(b) Payment received from an entity for "branding or naming" rights for a specific FARGODOME event configuration used for the performance of certain events, excluding NDSU football games, i.e. "Gate City Bank Theatre";
(c) Payments made for the event rental of any suites not currently under an annual lease contract, or the sub-lease of a suite as provided for in an existing suiteholder agreement between the Authority and suiteholder;
(d) Payments for printed advertising in FARGODOME bathrooms;
(e) Payments for printed advertising in event programs;
(f) Payments with respect to advertising in any new or expanded facility adjacent to FARGODOME and related parking facilities;
(g) Sponsorships of co-promoted events at FARGODOME, such as "Happy Harry's Ribfest".

"*Direct Costs*" means, for each Contract Year, all expenses incurred by FARGODOME in connection with the sale of the Advertising Inventory and the Suite Inventory and the operation and maintenance of the Display Equipment including, but not limited to (i) service contracts, (ii) repair and maintenance expenses, (iii) fees and commissions paid to any third party sales consultant, (iv) costs incurred in fulfilling any advertising or suite contract, and (v) other mutually agreed upon expenses; but excluding general allocated administrative expenses.

"*Display Equipment*" means (i) the arena end board LED display panels, (ii) the arena corner LED display panels, (iii) the arena vomitory LED display panels, (iv) the concourse, lobby and restroom television and video displays, (v) the outdoor marquee,

(vi) related equipment and software; and (vii) any replacements or additions made by the Authority from time to time.

"City" means the City of Fargo, a North Dakota municipal corporation.

2. LEASED AREA. The Authority hereby grants NDSU the right to occupy and use only the areas of the DOME for the various events as defined in Section 1 above. NDSU's use of the DOME for any configurations not covered herein shall be defined and mutually agreed to by NDSU and the Authority. No other areas shall be occupied by NDSU except as is provided in the Lease – Locker Room Project—Fargodome/NDSU dated October 10, 2005, as amended by the Supplement to Lease (Locker Room Project—Fargodome/NDSU) dated May 22, 2006, as the same may be amended or further supplemented from time to time, or unless authorized in writing. The Authority reserves the sole right to rent or use all areas of the DOME not assigned herein to NDSU during the Lease Period. The Authority shall inform NDSU when the Authority plans to use, uses or leases other areas of the DOME during the Lease Period.

3. LEASE PERIOD. The Lease Period for each of the primary types of usage shall be as follows:

A. Athletic events. A period of time beginning no more than four (4) hours before the starting time of the event and ending two (2) hours after the ending time of the event, unless additional time period are mutually agreed upon in writing. NDSU shall have use of the DOME beginning at 8:00 a.m. on days of football games, provided that the start of NDSU's use of the DOME on days of football games is subject to change based on the time that the turf and football field equipment is installed and ready. The Authority may, with the consent of NDSU, lease all or a portion of the Leased Area to another party during the Lease Period and the Authority shall pay NDSU twenty-five percent (25%) of the rent received.

B. Speakers/Graduations. A period of time beginning no more than four (4) hours before the starting time of the event and ending one (1) hour after the ending time of the event unless additional time periods are mutually agreed upon in writing.

NDSU's use of the DOME in excess of the times stated above shall only be allowed if the Authority has the time available. Such time used in excess of the times stated above may result in NDSU paying an overtime charge.

The Lease Period for any other type of usage shall be defined and mutually agreed to by NDSU and the Authority.

4. TERM. NDSU shall have the right to rent the DOME for a maximum of fifty-five (55) Total Event Days per Lease Year during the three (3) year period

beginning July 1, 2017, and ending on June 30, 2020. Unless earlier terminated, this Agreement shall expire on June 30, 2020, unless extended in writing by the parties.

5. RENT AND REVENUE SHARING. NDSU agrees to pay the Authority for use of the DOME during the term of this Agreement the following annual rental fees:

July 1, 2017 - June 30, 2018	$165,000
July 1, 2018 – June 30, 2019	$165,000
July 1, 2019 – June 30, 2020	$165,000

These rental fees shall be paid to the Authority in ten (10) equal monthly installments, on or before the 15th of each month in the month it is due from September to June of each Lease Year.

A. Sponsorship Package. NDSU shall sponsor a scoreboard, video and suite package (Suite is in Section 34, East side of the DOME), the terms and conditions of which are set forth in the Fargodome Signage Advertising Agreement between NDSU and the Authority dated August 1, 2016. The amounts payable under the Fargodome Signage Advertising Agreement are intended to be as full settlement and release by NDSU of the disputed amounts owed by the City of Fargo as supplementary rent pursuant to Subsection IV(3) of the Ground Lease, which Subsection is hereby repealed.

B. Advertising and Suite Revenue. The Authority and NDSU hereby agree to jointly and cooperatively market and sell the Advertising Inventory and Suite Inventory. FARGODOME will take the lead role in servicing the Advertising Inventory and Suite Inventory and the NDSU Athletic Department will assist in servicing the Advertising Inventory and Suite Inventory as needed and required.

The Authority shall be solely responsible for the payment of all costs incurred in connection with the planning, designing, acquisition, installation, operation and maintenance of the Display Equipment. NDSU shall have no right, title or interest in the Display Equipment. The Authority shall pay all Direct Costs as and when the same shall become due and payable.

Effective January 1, 2018, the Authority and NDSU agree that the Advertising and Suite Revenue collected each Contract Year shall be allocated as follows:

(a) First, to the payment of Direct Costs;

(b) Any remaining Advertising and Suite Revenue shall be divided 80% to the Authority and 20% to NDSU.

Advertising and Suite Revenues shall be distributed in quarterly installments following the end of each calendar quarter based on Advertising and Suite Revenue and Direct Costs accrued during such quarter with any Contract Year

adjustments to be made in the final payment after the end of each Contract year. In the event the Direct Costs exceed the Advertising and Suite Revenue during any Contract Year, the Authority and the City shall be solely responsible for the payment of such Direct Costs. Any such deficit shall be carried forward to subsequent Contract Years and reimbursed, together with interest on the amount advanced, before making any distributions pursuant to subsection (b) above. The Authority shall be responsible for the collection of all Advertising and Suite Revenue and the payment and amortization of all Direct Costs and will provide an accounting to NDSU of such Advertising and Suite Revenues and Direct Costs within one hundred twenty (120) days after the end of each Contract Year.

The Authority and NDSU will mutually determine the final terms and conditions of the Advertising Inventory and Suite Inventory. The Advertising Inventory and Suite Inventory shall be between the Authority and the respective advertiser or suiteholder. NDSU shall incur no rights or liabilities with respect to the Advertising Inventory or Suite Inventory (except for the FARGODOME Signage Advertising Agreement between the Authority and NDSU dated August 1, 2016). For NDSU events, the Authority and NDSU will mutually agree upon the advertising of any brand names in FARGODOME and will mutually review and approve the displays and messages used within FARGODOME. The Authority reserves the right to prohibit the advertising of any brand names in FARGODOME and to review and approve the displays and messages used within FARGODOME for non-NDSU events.

C. Concessions. NDSU shall receive fifteen percent (15%) of the gross receipts, after payment of applicable taxes, from the Authority's sale of concessions food and beverage items at NDSU's events until NDSU realizes $30,000 in concessions revenue per year. After NDSU realizes $30,000 in concessions revenue, NDSU shall receive ten percent (10%) of the gross receipts (after payment of applicable taxes) from the Authority's concessions revenue in excess of the revenue attributable to the $30,000 per year NDSU realizes. Concessions revenues shall not include revenues related to suite catering.

The Authority shall prepare a report of the concessions sales on a monthly basis, with said report showing the sales net of applicable taxes and the amount due NDSU. This report must be received by NDSU no later than ten (10) days following the month for which the report applies. Payment to NDSU from these concessions revenues will accompany said monthly report.

D. Parking. Except as provided in Section 12.B. hereof, NDSU shall not share in any parking revenue from the Authority's parking operations. The Authority shall have the sole right to operate the parking facilities on the DOME premises, including the establishment and collection of parking fees.

E. Novelties. The Authority shall receive fifteen percent (15%) of all novelty sales, after payment of applicable taxes, at NDSU regular season athletic events.

The Authority shall receive 7.5% of novelty sales during post-season tournament events. A complete report of these novelty sales shall be furnished to the Authority no later than ten (10) days after the end of each month in which NDSU had events along with any payments due to the Authority.

F. Ticket Income. For the 2017 NDSU Football Season, NDSU shall keep all revenue from ticket sales and shall conduct and be totally responsible for all ticket distribution for NDSU events covered by this Agreement. Effective January 1, 2018, the Authority shall receive a facility user fee of $.50 per paid ticket on all season and single game paid tickets for any NDSU football game, including post season playoff football games. NDSU shall retain all other revenue from ticket sales and shall conduct and be totally responsible for all ticket distribution for NDSU events. NDSU shall have access to the ticket windows on the East side main entrance and the West side ticket office to sell their event tickets. Such access shall only be on the event day, with the time of the use to be mutually agreed upon.

6. ITEMS INCLUDED IN RENTAL FEE. The aforementioned rental fee includes lighting, heat or air conditioning, water and the sound system as installed and standard cleaning services normally provided after each event, but only in normal and reasonable amounts. Amounts required in excess of normal and reasonable amounts may result in an additional cost to NDSU. The rental shall also include those equipment items so noted below for the various configurations. The Authority hereby agrees to provide and pay for an operator for all Dome video advertising systems, concourse display systems, and the exterior electronic marquee (excluding game-specific personnel such as scoreboard operators and live video production personnel).

Football. Rental fee includes the football field set-up for the actual game with the turf, goal posts, netting, field wall padding, player benches, down markers and first down chains, scoreboards and 25 second clock and coaches headsets. NDSU shall provide all other football related equipment and staffing required for the operation of a football game.

Basketball. Rental fee includes the moveable riser set-up on the north end for the game, the portable risers set in the basketball configuration, the basketball court, the basketball goals, the scorers table and the portion of the north side press box necessary for the media to cover the game.

7. ITEMS NOT INCLUDED IN RENTAL FEE: All equipment, staffing and services for the event which are not included herein as being provided in the rental fee shall be provided by the Authority at NDSU's sole expense per the Authority's published Equipment, Staffing and Services rate schedule. These items may include, but are not necessarily limited to:

Event staffing

License fees
Sound system operator
Live video production personnel
Equipment set-up and removal
Equipment rental items
Special hook-ups for electrical and utility services
Food, beverage and catering services
Advertising, marketing and publicity costs
Ticketing costs
Other equipment, staffing or services costs

NDSU hereby agrees to provide and pay for an operator for the scoreboard scoring system.

For the 2017 NDSU Football Season, the Authority shall provide all event staff personnel for the football games and NDSU shall pay the Authority actual labor costs for event staff (including wages and payroll taxes for part-time event staff, live video production, and actual billings of third party vendors including police and medical) per game for providing the event staffing. Effective January 1, 2018, the Authority shall provide all event staff personnel for the football games and NDSU shall pay the published labor billing rates, at the time of the event, for all event staff (including part-time event, custodial and live video production staff) and actual billings of third party vendors including police, medical and fire personnel per game for providing event staff. Staffing will be set at levels in the best interest of public safety and mutually agreeable by the Authority and NDSU.

Upon request by NDSU, the Authority shall furnish NDSU with a projection of event expenses for all NDSU events.

8. SCHEDULING AND EVENT TYPE RIGHTS GRANTED TO NDSU.

A. Total Event Days: NDSU shall have the right to rent the DOME for a maximum of fifty-five (55) total event days per Lease Year.

i. If NDSU fails to use all of the fifty-five (55) total event days during the Lease Year, the unused dates shall not carry forward to future Lease Years except that if NDSU is bumped from any of its Non-Priority Event Dates during the last six (6) months of a Lease Year, NDSU can carry over up to three (3) dates into the following Lease Year.

ii. NDSU's athletic playoff dates which are held will count towards the fifty-five (55) total event days, except that if NDSU does not use the playoff date and the Authority is able to schedule another revenue producing event, NDSU shall not be charged for that playoff date as a use date.

B. Priority Dates: Of the fifty-five (55) total event days, NDSU shall have the right to a priority in scheduling for a maximum of twelve (12) NDSU events per year. In order to have priority in scheduling these dates, NDSU must notify the Authority no less than three (3) years in advance of the desired date(s).

C: Non-Priority Non-Football Athletic Practices: Of the fifty-five (55) total event days, NDSU's use of ten (10) event days will be limited to non-football athletic practices to be scheduled around the Authority's event schedule. The Authority retains the option to re-schedule athletic practices if an event opportunity arises. NDSU will be responsible the costs associated with practices, including security staffing and field installation, if required.

D. Non-Priority Event Dates: Of the fifty five (55) total event days, NDSU's access to the remaining thirty-three (33) days shall be on a first come, first served basis, just as the access that is granted to other lessees. NDSU must comply with the Authority's requirements and procedures for the leasing, booking, and use of the DOME for these events, including the Authority's protection period requirements for similar events and other event definitions set solely by the Authority.

E. NDSU's use of the DOME for Priority Dates and Non-Priority Event Dates shall be limited as such:

i. NDSU must use five (5) of the Priority Dates and/or Non-Priority Event Dates in the months of July and August.

ii. Events will be limited only to NDSU athletic events, amateur athletic events/NCAA athletic events, NDSU or Tri-College sponsored job/career fairs, and non-revenue producing NDSU sponsored events.

iii. Unless waived in writing by the Authority, NDSU shall not use the DOME for any of the following types of events:

1. Official high school activity association sponsored or sanctioned events, unless these games are a part of NDSU's football/basketball game day.

2. Professional sports events of any type.

3. Trade or consumer shows of any type. A job/career fair shall not be considered a trade or consumer show.

4. Family entertainment events of any type.

5. Concert events.

iv. Practices: As addressed in Section 8.C., NDSU is required to use ten (10) days for non-football athletic practices. NDSU shall be able to use their remaining 45 (forty-five) days of Priority Dates and Non-Priority Event Dates for football or non-football athletic practices, but the Authority reserves the right to eliminate the practice day in favor of an event the Authority schedules into the DOME. If the Authority schedules an event

which results in NDSU having to incur the expense of installing and/or removing the football field set-up for practice, the Authority shall attempt to have the field installation and removal expense paid by the event. If the Authority is unsuccessful in getting the event to pay this expense, then the payment of the expense shall be mutually agreed upon by the Authority and NDSU. The amount of the field installation and removal shall be mutually agreed upon by NDSU and the Authority. Athletic game practice days also count as one of the use dates, except that football practice dates shall count as one-half of a use date. NDSU shall have the option of paying an additional fee for use of the DOME for practices instead of having the practice date count against their use dates. The practice rental fee shall be $250 per hour measured from one-half hour before the practice until one-half hour after the practice ends.

NDSU shall not incur any additional expenses of the football field set-up for use on non-game days if the field is already in place. However, if the field must be set-up for practice days or other non-game day use, NDSU shall be responsible for paying all costs incurred by the Authority for setting up the football configuration.

NDSU further agrees to reimburse the Authority for any cleaning or staffing expenses the Authority incurs as a result of NDSU's use of the DOME for practice days.

If the Authority has no events between the specified practice date and the game date, and the Authority shall incur no additional expense by placing the field down in time for the practice date, then the Authority shall place the field down for the practice and game and NDSU shall not incur any additional expense. If there is no DOME event between home football game dates, NDSU shall not be charged for, nor shall any credit be given to NDSU, for any set-up costs.

F. NDSU agrees not to give, sell or sublease any of their use dates to any party or potential lessee of the Authority who could have otherwise leased the DOME directly from the Authority.

G. NDSU shall be allowed to schedule and present any of the prohibited events listed herein as long as NDSU rents the DOME under a separate lease agreement outside of the terms and fees stipulated in this Agreement.

H. It is desired that the Authority and NDSU develop the type of working relationship whereby the parties communicate freely with the other so as to work collaboratively and avoid conflict in this and all other areas relative to this Lease Agreement. The Authority shall follow its own policies relative to first come, first served basis in the event NDSU and the Authority want to schedule a similar or competitive event. The Authority reserves the right to schedule another event

at the same time as an NDSU event only if the other event does not interfere with the NDSU event.

I. The Authority shall also assume all responsibility for keeping records on the number of dates scheduled and used in a Lease Year. The Authority shall have the responsibility and obligation to notify NDSU when NDSU has scheduled all of their fifty-five (55) total event days in a Lease Year. NDSU shall pay the Authority for all dates used in excess of the fifty-five (55) total event days herein described at rates solely established by the Authority and covered by a separate lease agreement..

9. DEFAULT. The Authority has the right to cancel this Agreement if NDSU fails to pay the required rentals and expenses or otherwise materially breaches this Agreement and does not cure such material breach within fourteen (14) days after receiving written notice stating the material breach. Failure to indemnify the Authority pursuant to the provisions of Section 16 or failure to provide liability insurance, if required, in accordance with Section 45, shall be a material breach. This remedy is not exclusive and the Authority may, at its discretion, pursue any appropriate remedy.

NDSU shall have the right to cancel this Agreement if the Authority fails to pay any required funds due NDSU or otherwise materially breaches this Agreement and does not cure such material breach within fourteen (14) days after receiving written notice stating the material breach.

10. FINANCIAL SETTLEMENT/EVENT EXPENSES. The Authority shall prepare and present a settlement report to NDSU on a per event basis which shall show the expenses from the event payable to the Authority from NDSU, with payment of such expenses due to the Authority. If NDSU and the Authority cannot agree on the financial settlement for an event, then NDSU's Vice-President for Business Affairs and the Authority's President shall be the arbitrators to make final and binding decision regarding the disputed NDSU event.

11. COMPLIMENTARY TICKET. NDSU shall provide Authority with a mutually agreed upon number of complimentary tickets to each NDSU ticketed event in locations mutually agreeable to NDSU and the Authority.

12. PARKING.

A. ***FARGODOME Event Parking.*** Except as provided in subsection B below, the Authority shall have the sole right and responsibility to manage and control all of the DOME parking lot areas, control all ingress and egress areas and collect and retain all parking revenues from vehicles using the DOME parking facilities.

B. ***NDSU's Use of FARGODOME Parking Lot Areas.*** NDSU shall have the right to use Lot C (the Southeast DOME parking lot), Lot D (the South DOME parking lot) and Lot E (the Southwest Dome parking lot) in accordance

with the terms of an annual Fargodome-NDSU Parking Agreement originating July 30, 2002, and renewing annually. NDSU's use of any other Authority parking areas may only be done with prior written approval from the Authority except as provided below:

1. NDSU Team Makers shall have the right use parking lots E& F (the west DOME parking lots) for all NDSU home football games in accordance with the terms of an annual FARGODOME-NDSU Team Makers Parking Agreement originating August 1, 2012, and renewing annually.

2. NDSU employees or faculty working at the Sanford Health Athletic Complex (hereinafter "SHAC"), or other persons attending SHAC events or going to SHAC during regular business hours, may park in Lot C or Lot B, at no charge, unless the Authority has an event at the DOME and is charging a parking fee for use of the lot. On those occasions, SHAC attendees must pay the regular parking fee in order to park in the DOME lot, and the Authority shall retain all such revenue. At no time shall NDSU collect, receive or retain any parking revenue from vehicles parked on the Authority's parking lots unless otherwise agreed to in writing by the Parties. NDSU must notify the Authority in writing regarding the dates and times when a SHAC event is scheduled to take place which will require NDSU's use of the Authority's parking lot.

3. The Authority and NDSU shall designate three hundred-fifty (350) parking spaces in a good location as a VIP parking area for NDSU's use during NDSU football games. Persons using these spaces shall be responsible for paying the Authority for use of the spaces, and/or NDSU may buy-out these spaces for football games at the prevailing per-car parking rate.

4. The Authority hereby agrees that parking in the Authority lots shall be provided free of charge to patrons when NDSU has a non-revenue event, as defined herein, at the DOME. NDSU shall be responsible for the payment of any staffing expenses or other expenses incurred by the Authority for providing this free event parking.

5. NDSU shall be allocated twenty-five (25) parking spaces free of charge for its staff parking on days of its events in Lot A.

13. **CONCESSIONS.** The Authority shall retain all rights to concession sales, including, but not necessarily limited to, all food and beverage products, vending items and checkroom services except as herein agreed upon. No outside food and beverages will be allowed in the DOME. All food and beverages, with the exception of catering services, are provided by the Authority's authorized concessionaire.

14. FREE SAMPLES. Neither NDSU nor any of NDSU's attendees may sell or give away any samples of food, beverages or any product deemed by the Authority to be in competition with items sold or distributed by the Authority without prior written approval of the Authority. NDSU, on behalf of its advertisers and sponsors, shall be permitted to give away samples as long as NDSU obtains prior written approval from the Authority and does hereby agree to pay the additional cleaning costs, both inside the DOME and outside the DOME, and assumes all responsibility and liability for damages or injuries which may be incurred from the giveaway items.

15. ALCOHOLIC BEVERAGES.

A. No alcoholic beverages shall be served at any NDSU athletic event or non-revenue producing NDSU event unless mutually agreed upon in writing by NDSU and the Authority; provided that the Authority may serve alcohol in the second floor meeting rooms if the leasing of those rooms is not associated in any manner with the NDSU event.
B. The Authority reserves the right to serve a nonalcoholic beer product at any NDSU event.
C. With regards to tailgating in FARGODOME parking lots, pursuant to the standards established by a joint task force of NDSU Athletics, the Fargo Police Department, and the DOME, consumption of alcohol during tailgating will be allowed at NDSU football games in accordance with the Rules and Regulations set forth by said task force or as modified by said task force at a future date, in accordance with terms agreeable to task force participants.

16. STORAGE. NDSU shall have the use of approximately 1,000 square feet of temporary storage space in the DOME during the football season for the storage of athletic or band equipment. NDSU shall further have the use of the novelty storage room areas on the concourse level, except that NDSU shall be required to remove all their novelty items when another event requires the use of this novelty sales area. The Authority shall provide alternative storage areas for use by NDSU for the storage of said novelty items when the novelty storage area is not available. The Authority assumes no responsibility or liability whatsoever for the safety or security of any items NDSU chooses to store at the DOME.

17. INDEMNIFICATION. To the extent permitted under North Dakota law and subject to available appropriations, NDSU shall keep, defend, indemnify and hold harmless, the City of Fargo, the Authority and the management company, and all its officers, agents and employees and each of them, from and against any and all costs, liability, damage or expense, including legal fees and costs, claimed by anyone by reason of injury or damage to person or property directly or indirectly arising out of the leasing and use of the DOME under the terms of this Agreement, except to the extent that the injuries or damage resulting in such claims, costs, liability, damage or expense, including legal fees and costs, are the result of the City's, the Authority's, or the management company's negligence or fault. Nothing, herein shall preclude NDSU from asserting against third parties any defenses to liability it may have under North Dakota law. Each

party hereto shall give the other prompt and timely notice of a claim or suit instituted within its knowledge that in any way, directly or indirectly, contingently or otherwise affects or might affect the other party. Notwithstanding the duty of NDSU to defend, indemnify and hold harmless the City of Fargo, the Authority and the management company as hereinabove provided, the City of Fargo, the Authority and the management company shall each have the right, but not the obligation, to participate in the defense of any claim or action to the extent of its own interest, at its own expense. In the event available appropriations are insufficient to indemnify and satisfy claims against NDSU arising hereunder, NDSU agrees to include in its budget request an appropriation fully sufficient to satisfy such claims. Should the Governor of the State of North Dakota not include in the executive budget for any reason the amount requested pursuant to the preceding sentence, NDSU shall request The North Dakota State Board of Higher Education to independently request that the Legislative Assembly amend the executive budget to include such amounts. NDSU, to the extent permitted by North Dakota law and subject to the available appropriations, shall agree to assume, defend, indemnify, protect and hold the Authority, the City of Fargo and the management company, harmless against any and all claims, damages, or liability resulting directly or indirectly from NDSU's use of the Authority's parking lot areas, except to the extent that the injuries or damage resulting in such claims, costs, liability, damage or expense, including legal fees and costs, are the result of the City's, the Authority's, or the management company's negligence or fault. NDSU further agrees to pay any and all claims or costs which may be made or incurred due to NDSU's use of the DOME parking lot areas. Nothing herein shall preclude NDSU from asserting against third parties any defenses to liability it may have under North Dakota law.

18. **INSURANCE.** NDSU will obtain insurance that meets the following criteria:

A. Such insurance shall be provided by a comprehensive general liability form of policy including the broad form liability extended coverage, with a combined single limit of at least $250,000 per person and $1,000,000 per occurrence.

B. NDSU shall also provide necessary Workers Compensation insurance for NDSU's employees.

C. NDSU shall further furnish comprehensive automobile liability insurance coverage as shall protect NDSU against claims for damages from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for NDSU in any capacity with respect to the performance of Agreement in the amount of $500,000 per occurrence.

D. The insurance must be written by an insurance company licensed to do business in the State of North Dakota and have an A.M. Best rating of A+ or higher, or the alternative, provide coverage through the North Dakota Risk

Management Fund. NDSU shall provide proof of such insurance coverage to the City and the Authority. If NDSU fails to provide the aforementioned insurance, the Authority shall have the right to either obtain the required insurance with the premium to be paid by NDSU or to terminate this Agreement.

19. FORCE MAJEURE. In the event the DOME or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the premises for the purposes and during the periods specified herein, or if the premises cannot be so used because of strikes, acts of God, national emergency or other causes beyond the control of the Authority, then this Lease Agreement shall terminate and NDSU hereby waives any claim against the Authority for damages by reason of such termination except that any unearned portion of the rental fee due hereunder shall abate or be refunded by the Authority to NDSU.

20. BROADCAST RIGHTS. NDSU shall retain all rights for Internet streaming and radio and television broadcasting of athletic events and shall be allowed to stream and broadcast athletic events from the DOME at no additional expense, except that NDSU shall pay the Authority for the Authority's out of pocket expenses, including labor and utilities, incurred as a result of the broadcasts or streaming, if these expenses are not paid by the broadcast company.

21. PUBLIC SAFETY. NDSU shall at all times conduct the event in full regard for public safety and will abide by all regulations as required by local authorities and the Authority. The Authority shall have the right to interrupt or terminate any event when in the sole judgement of the Authority, it is necessary in the interest of protecting the safety of the public. Whenever possible, the Authority shall confer with NDSU before any such termination. If a termination or interruption occurs, NDSU hereby agrees to waive any claims for damages against the Authority.

Any rigging or hanging of items from the DOME ceiling or roof must be done by approved DOME personnel. No other persons will be permitted to access the DOME roof or catwalk areas.

Any explosives, pyrotechnics or similar materials must be approved by the Authority and local, state and federal officials.

Any vehicle displayed inside the DOME must have the battery cables disconnected, the gas tank either taped shut or locked and may contain no more than one-fourth of a tank of fuel.

22. EVACUATION. The Authority shall have the sole right to determine when and if it is necessary to evacuate the DOME for whatever reason. If such evacuation occurs and results in cancellation of the event, NDSU hereby waives any claims for damages against the Authority. In the event such an evacuation occurs, the Authority and NDSU will settle the expenses for the event in a reasonable manner. NDSU will not be charged for that event day as a use date.

23. **OBSTRUCTIONS.** NDSU agrees to keep all portions of sidewalks, entries, doors, passages, vestibules, hallways, corridors, stairways, passageways, concessions stands and all areas of public access unobstructed at all times.

24. **HAZARDOUS MATERIALS.** NDSU agrees not bring onto the premises any material or equipment which could constitute a hazard to property or persons.

25. **FARGODOME SOUND AND LIGHT EQUIPMENT.** Any connection or operation of DOME sound or light equipment will be done only by Authority personnel.

26. **MOTORIZED EQUIPMENT.** All DOME motorized equipment must be operated by authorized Authority employees.

27. **UTILITY REQUIREMENTS.** All utility requirements for the event must be ordered from the Authority. Said utility order must specify whether, and if necessary for the event, in what quantity the following utilities will be needed: electrical, water, compressed air, telephone, gas, drain and cable television.

28. **OPENING OF DOORS.** The Authority reserves the right to open the doors when the Authority deems it necessary to safely and orderly move the public into the DOME. The Authority may cancel any event preparations in order to safely move the public into the DOME.

29. **ADMISSIONS.** All DOME patrons shall be prohibited from bringing food and beverages, bottles, cans, containers, alcoholic beverages, projectiles, weapons, items which may be used as weapons, incendiary devices or any controlled or illegal substances into the DOME or onto the DOME premises.

The Authority reserves the right to conduct a reasonable search of all persons and their possessions prior to entry.

Re-entry on ticket stub is not permitted.

Glitter, confetti, lighter than air or helium balloons are not permitted inside the DOME.

No animals will be permitted in the DOME unless the animal is part of the show or exhibit, or if the animal is used by a physically disabled individual, and only if the animal is on a leash, in a pen or in a caged area.

30. **OBJECTIONABLE PERSONS.** The Authority reserves the right to eject or cause to be ejected from the DOME premises any persons causing a danger to person or property, or a breach of the peace or other disorderly conduct or who otherwise violates FARGODOME rules and regulations.

31. **ACCESS.** The Authority shall have the right to a reasonable access of any and all areas of the DOME occupied by NDSU.

32. **AUTHORITY CONTROL.** The Authority shall at all times maintain control of the DOME and shall be the sole administrator of its rules and regulations relative to its operation of the DOME.

33. **LICENSES.** NDSU shall pay, obtain and be responsible for any and all taxes, licenses or permits required for use of the DOME, and shall relieve the Authority from any responsibility for acquiring or paying for such taxes, licenses or permits.

34. **COPYRIGHT.** NDSU shall assume all responsibility for procuring and paying for the use of any copyrights, trademarks or other materials used in the event. To the extent permitted under North Dakota law and subject to available appropriations, NDSU further agrees to save and hold harmless the Authority from any costs or claims arising from any copyright violations, including copyright or trademark violations resulting from the advertising signs sold or displayed by NDSU.

35. **ANNOUNCEMENTS.** The Authority reserves the right to make announcements in the interest of public safety, to provide information to attendees or to announce upcoming events at the DOME.

36. **ADVERTISING/PUBLICITY.**

A. ***FARGODOME Trademark.*** The name "FARGODOME" and the FARGODOME logo are trademarked. Unauthorized use of either is strictly prohibited. NDSU shall have the right to use both the logo and the FARGODOME name only in the promotion and advertising of the events covered by this Agreement. No other use of the name FARGODOME or the FARGODOME logo will be permitted by NDSU without prior written approval from the Authority.

North Dakota State University Trademark. The name "North Dakota State University" and the "Bison Logo" are trademarked. Unauthorized use of either is strictly prohibited. The Authority shall have the right to use both the logo and the North Dakota State University name only in the promotion and advertising of the events covered by this Agreement. No other use of the name "North Dakota State University" or the "Bison Logo" will be permitted by the Authority without prior written approval from NDSU.

B. ***FARGODOME Advertising.*** NDSU shall have the right to advertise and publicize the events covered under this Agreement at no cost on the Authority's electronic display equipment. The Authority and NDSU shall mutually agree on the times when these messages shall run and the content of these messages. The Authority hereby grants NDSU permission to advertise their corporate game sponsor(s) and announcements related to NDSU on the interior electronic message centers and on temporary signs

as mutually agreed upon.NDSU shall be responsible for removing all temporary signs and banners immediately after an NDSU related event. If the Authority removes the banners and/or signs, NDSU shall be responsible for payment of all expenses related to the removal. Other than the aforementioned permission for NDSU events, the Authority Reserves all rights to advertising, electronic display equipment messages, temporary signage and banners in their entirety for non-NDSU related events.

C. ***Blocking/Covering FARGODOME Signs.*** The DOME's permanent signs, graphics or displays must not be visibly blocked in any manner, nor may temporary signs or decorations be attached to permanent building graphics.

37. **SOLICITATION.** No solicitation, distribution or sale of any products, services, advertising or publicity materials or flyers of any type shall be permitted on the DOME premises without obtaining prior written approval from the Authority.

38. **EVENT CONTENT.** To the extent allowed by applicable law, the Authority reserves the right to approve the content of the event, to cancel an event in progress or to have questionable portions of the event removed if such portions contain materials which are illegal or patently offensive in nature.

39. **DEFACEMENTS.** NDSU shall not injure, mar, nor in any manner deface the DOME or any equipment contained therein, and shall not cause or permit anything to be done whereby the premises or equipment therein shall be in any manner injured, marred or defaced. NDSU further will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the DOME, or any equipment contained therein, and will not make or allow to be made any alterations of any kind to the DOME or any equipment contained therein and will not affix or permit to be affixed by adhesives, any signs, posters, notices or graphics of any description without written consent of the Authority. NDSU agrees that if the DOME is damaged by NDSU, its event patrons, guests or any person admitted to the premises as a result of the NDSU event, then NDSU shall pay the Authority upon demand such sums as shall be necessary to restore the premises to their original condition, ordinary wear and tear excepted.

40. **COMPLIANCE WITH LAW.** NDSU agrees that it will comply with all applicable federal, state and local laws, rules, regulations and/or ordinances.

41. **CIVIL RIGHTS/ADA.** NDSU and the Authority hereby agree that they will not illegally discriminate against any persons relative to admission, services or privileges offered to or enjoyed by the general public. NDSU agrees that it will not illegally discriminate against any person relative to hiring and employment practices for any NDSU event involving NDSU staffing. NDSU further agrees to comply and cooperate with the Authority relative to requirements stipulated in the Americans with Disabilities Act (ADA). The Authority shall pay for any alterations to the DOME required under ADA.

42. **ASSIGNMENT.** This Agreement shall not be assigned, transferred or otherwise encumbered by NDSU without the express written approval of the Authority.

43. **SEVERABILITY.** If any of the provisions contained herein shall for any reasons be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions contained herein.

43. **ENTIRE AGREEMENT.** No alterations, variations, additions, addendums, representations or agreements to the terms of this Agreement shall be valid unless stated in writing, signed by both NDSU and the Authority, and made a part of this Agreement. This Agreement and all such written addendums shall supersede any and all oral representations or agreements.

45. **AUTHORITY AND JURISDICTION.** Any privilege, right or pre-eminence of authority not herein defined or clearly expressed shall be construed in accordance with the laws of the state of North Dakota, and any action herein must be brought in the District Court for Cass County, North Dakota. All matters not authorized expressly by the terms of this Agreement shall be reserved to the discretion of the Authority.

(Remainder of this page intentionally left blank.)

PRESIDENT, FARGO DOME AUTHORITY — DATE: 8/04/17

ATTEST: SECRETARY, FARGO DOME AUTHORITY — DATE: 8/4/2017

MAYOR, CITY OF FARGO — DATE:

ATTEST: CITY AUDITOR — DATE:

PRESIDENT, NORTH DAKOTA STATE UNIVERSITY — DATE: 7-27-17

ATTEST: NORTH DAKOTA STATE UNIVERSITY
VICE-PRESIDENT FOR FINANCE AND ADMINISTRATION — DATE: 7/27/17

CHANCELLOR, NORTH DAKOTA UNIVERSITY SYSTEM — DATE: 7/26/17

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

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

(11)

MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **RUTH ROMAN**
DIRECTOR OF PUBLIC HEALTH

DATE: **July 27, 2017**

RE0: **AGREEMENT FOR SERVICES WITH BRIANNA WANNER $2500.00**

The attached Contract Agreement with BriAnna Wanner for $2500.00 is for development of breastfeeding text messages to support moms returning to work or school.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Contract Agreement with BriAnna Wanner.

RR/LA
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 15th day of July, 2017, by and between Fargo Cass Public Health ("FCPH"); and BriAnna Wanner, Independent Contractor.

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

A. **Term of Agreement:** The parties entered into a written agreement for the period of July 15, 2017, through September 30, 2017.

B. **Services to be provided by independent contractor:** Development of breastfeeding messages for texting support program for moms planning to return to work/school.

C. **Reimbursement:** The contracting consultant shall be reimbursed $40.00 per hour and submit an invoice, not to exceed 62.5 hours or $2500.00.

D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.

E. **Confidentiality:** The 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 shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.

B. This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.

C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

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

FARGO CASS PUBLIC HEALTH

By Ruth Roman
Ruth Roman, Director of Public Health

Date 7-27-17

CONSULTANT

By BriAnna Wanner
BriAnna Wanner, Consultant

Date 7-15-17

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

Date _____

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

(12)

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

MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **RUTH ROMAN**
DIRECTOR OF PUBLIC HEALTH

DATE: **AUGUST 1, 2017**

RE: **CONTRACTS FOR SIGNATURE**
FARGO PUBLIC SCHOOL DISTRICT $179,567.05

The attached contract with Fargo Public Schools for $179,567.05 is for nursing services for school year 2017-2018.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the Service Agreement with Fargo Public Schools for nursing services.

RR/LA
Enclosure

PURCHASE OF SERVICE AGREEMENT
FARGO PUBLIC SCHOOL DISTRICT

Whereas the Fargo Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2017-2018, beginning on July 1, 2017 and ending on June 30, 2018. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 63 percent for the district and 37 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential health information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Provider and the District. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing signed by the parties and attached hereto.

XIII. COLLATERAL CONTRACTS

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

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVIII. CAPTIONS

The captions or heading in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

XIX. EXECUTION AND COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XX. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XXI. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XXII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

XXIII. SEVERABILITY

The parties agree that any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXIV. WAIVER

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

XXV. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of

the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

XXVIII. NON-DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the Provider's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)
REIMBURSEMENT: See Attachment B (Budget)

PROVIDER-FARGO CASS PUBLIC HEALTH

MAYOR, CITY OF FARGO

DATE

DIRECTOR OF PUBLIC HEALTH

8/1/17
DATE

DISTRICT-FARGO PUBLIC SCHOOL

Bruce L. Lee
SIGNATURE
AGENCY REPRESENTATIVE

Bus. Mgr.
TITLE

7/27/17
DATE

THE CITY OF Fargo
FAR MORE

(13)

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

August 10, 2017

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

Dear Commissioners;

The City of Fargo's Accounting Software, Superion (formerly SunGard Public Sector/ H.T.E), runs on a midrange-computing platform called IBM Power Systems (formerly known as IBM i and AS/400). In 2012, we purchased an IBM Power System with 5 years of hardware and software maintenance. This maintenance contract will expire in November of 2017.

We issued an RFP for a replacement system including a migration of our accounting and other software from the old system to the new system. We received three proposals. All three proposals include five years of hardware and software maintenance.

Of the three proposals submitted, we determined that the proposal from High Plains Technology provided the best combination of technology, price and migration plans. The proposal from High Plains Technology will cost $69,688. The funds for this purchase are included in the 2017 Finances budget.

Suggested Motion:

Direct Information Services staff to accept the proposed solution from High Plains Technology, RFP17219.

Thank you,

R. M. Gronneberg

Ron Gronneberg
CIO, City of Fargo

(FA)

August 14, 2017

To: Fargo City Commission

From: Timothy S. Dirks, MLIS, MPA TSD
Director
Fargo Public Library

The Fargo Public Library currently utilizes the proposed vendor for the purchase of library materials to ensure current and desired collections for the citizens of Fargo.

Recommended motion:

I/We hereby move based on the request for proposal (RFP17237) to contract with Apple Books for the purchase of library materials.

Attachments:

Proposal from Apple Books

Request for Proposal for Children's Library-Bound Materials For the Fargo Public Library

102 3rd St N Fargo, ND 58102

Proposals accepted until August 1st 5 pm, 2017

Contact: Timothy Dirks, Director

tdirks@cityoffargo.com

Fargo Public Library

Children's Library-Bound Materials Request for Proposal

Table of Contents

I. Fargo Public Library Organizational Overview

II. Scope of Work

III. Deadline and Delivery of Proposal

IV. Indemnification

V. Terms of Proposal

VI. Award and Execution of Contract

VII. Proposal Format and Qualifying Vendor Information

I. Fargo Public Library Organization Overview

The Fargo Public Library is a department of the City of Fargo with a materials budget of just over $650,000. The library has three locations with the Main Library, Dr. James Carlson Branch, and the Northport Branch.

II. Scope of Work

The Fargo Public Library issues this Request for Proposal to solicit proposals from vendors that supply library-bound children's materials. Library Materials must comply with current copyright and intellectual property laws.

The information submitted in the proposals will be used to evaluate and qualify vendors to supply Library Materials. The Fargo Public Library reserves the right to reject all submitted proposals. The acceptance of a proposal by the Fargo Public Library does not guarantee the specific amount which will be purchased from the vendor. The contract will not be exclusive, as Fargo Public Library will continue to purchase Library Materials from a number of vendors.

The selected vendors will provide Fargo Public Library with Library Materials for a period of one (1) year, starting on September 1st. 2017 and continuing until August 31st 2018. Fargo Public Library will seek two (2) one (1) year extensions based upon mutually-agreed-upon discounts for successive years to be established and agreed-upon in advance of each successive term.

III. Deadline and Delivery of Proposal

Proposals must be concise with no more than twenty-five (25) pages. The ability of the vendor to meet the proposal specifications will be evaluated. Interested parties should email proposals to: tdirks@cityoffargo.com no later than: **5pm on August 1st 2017**.

Notification of receipt of the proposals will be sent to the email listed on the contact.

Proposals will be reviewed by the Administrative Team of the Fargo Public Library.

IV. Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of or resulting from the successful Proposer's work or services. The successful Proposer's duty to defend, hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the successful Proposer, anyone successful Proposer directly or indirectly employs or is contracted for employment.

V. Terms of Proposal

Vendor agrees that any proposal submitted will remain valid for a period of one hundred and twenty (120) days from the date received by March 2nd 2017. Fargo Public Library reserves the rights to add, delete, and/or modify any article or clause in the Request for Proposal prior to the awarding of a contract. In addition, any resulting contract may include other provisions mutually agreed upon or as required by law.

VI. Award and Execution of Contract

The successful vendor will be notified on or about March 28th 2017. At the option of Fargo Public Library, the Request for Proposal may be part of the contract. Any proposed changes should be included in you submission. The decision will be made by a Review Committee of no less than three (3) people selected by the Director and the proposal will be evaluated based upon the following factors:

Customer Service	20%
Order Fulfillment	30%
Product Pricing	40%
Item Processing	10%
	100%

VII. Proposal Format and Qualifying Vendor Information

Please provide your company name(s), email address and phone number of contact to answer questions regarding proposal.

In order for the proposal to be considered, all information requested in the Request For Proposal must be furnished and must be answered in the same format as it is presented in the Request For Proposal. If question does not apply, "N/A" should be used.

Qualifications for Book Vendors

Customer services

1. The vendor shall designate a sales representative to serve as the vendor's representative to FPL.
2. The vendor shall provide toll-free customer service phone numbers and e-mail addresses for primary contacts and service specialists, for use by FPL staff.
3. The vendor will demonstrate prior successful provision of Library Materials to similar libraries as verified by references.

Ordering and order fulfillment

1. The vendor will agree to impose no minimum order per shipping location requirement during the life of this contract.
2. The vendor shall provide monthly reports on items ordered and their status.

Invoicing

1. Print invoices shall display "Fargo Public Library," FPL's account number, PO#, and be itemized with the following information: titles, authors, ISBNs, quantities, list prices, and the percentage discounted from publisher's list price for each title, net cost after discount/extended price, processing costs, and shipping costs.
2. Terms of payment shall be no less than 30 days.
3. PO# should appear on the invoice, with a separate invoice for each PO#
4. Any additional charges, such as processing, should appear on the same invoice as materials ordered

Shipping and delivery

1. Unless otherwise specified by FPL, library materials are to be delivered to: Fargo Public Library, 102 3rd St N, Fargo, ND 58102.
2. The vendor shall not charge shipping fees that exceed standard USPS or UPS shipping rates.
3. All Library Materials must be adequately protected to prevent damage during shipping.

Returns

- Returns for credit or replacement of damaged or defective items, items not ordered, and/or items deemed not appropriate shall be allowed without requesting authorization, at no cost. Vendor shall detail all returns policies in their proposal.

Library materials and Charges

Discounts:

Indicate the discounts from publisher's list price that you would provide on materials ordered during 2017. Discounted charges for library materials shall be firm and fixed for the specified contract period. Vendor shall base all discounts on publisher's list price. Please provide a single number for each category, rather than a range of discounts or an average discount. Note that any change in discount must be negotiated with FPL.

Format	Discount
Publisher's Library Binding	36%
School Library Binding	36%

Please list any additional discounts not listed above.

Additional Charges:

Please list any additional charges for the following:

Shipping _____4% of purchase total_____

Handling _____ N/A ____

Other (please itemize): _____ N/A _____

Are there any restocking fees applied to returns?

___ Yes __X_ No

If so, what is the charge?

_____ per unit

Please list any rush fees that you charge.

N/A

Please list any and describe additional fees and charges.

N/A

Ability to meet required qualifications

Materials and Stock:

How many titles do you typically have in stock?

_____12,000_____

What is your usual first fill rate? Choose one.

___X__91-100%

_____76-90%

_____50-75%

_____less than 50%

Identify the types of materials you provide (Check all that apply):

__X_ Publisher-bound library binding books

__X_ Vendor-bound library binding books

Ordering and order fulfillment:

Does your ordering interface provide individual shopping carts that can be managed by a central library administrative account?

___ Yes __x_ No

Does your ordering interface notify selectors when they attempt to order materials that have been previously purchased by the library?

___ Yes __x_ No

Can you provide monthly reports on items ordered and their status?

_x__ Yes ___ No

Is there a charge to access these reports?

___ Yes __x_ No

If so, what is the charge for each report?

_____

Do you impose a minimum order per shipping location requirement?

___ Yes __x_ No

Do you support the placement and cancellation of standing orders?

__x_ Yes ___ No

Can a library claim volumes in standing orders that were not received?

__x_ Yes ___ No

Returns:

Do you allow returns to be claimed on your website?

___ Yes __X_ No

Will you accept the return of publisher defective books up to one year from receipt by FPL and issue full credit with no restocking fee?

_X__ Yes ___ No

Does the returns policy differ for cataloged/processed items?

__X_ Yes ___ No

If so, how?

__Not if the book is defective_____

Is the Library required to obtain a return authorization before returning damaged or defective items, or shipment errors?

__X_ Yes ___ No

Invoicing:

Can you provide print invoices by PO#?

__x_ Yes ___ No

Can you provide email invoices by PO#?

__x_ Yes ___ No

Are processing charges on the same invoice as materials?

__x_ Yes ___ No

Are processing charges estimated at point of order?

__x_ Yes ___ No

Are your terms of payment 30 days or more?

_x__ Yes ___ No

Apple Books currently in the process of updating our website. We are trying to purchase the Quality Books website so the interface and services will be what your librarians are currently using. If that is not possible , we will add those features(Brief MARCs, grids etc.) we don't currently support to our website. The plan is to have this accomplished by the Fall of 2017.

(15)

CITY OF Fargo

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

August 14, 2017

The Honorable Board of City Commissioners
City of Fargo
200 Third Street North
Fargo, North Dakota 28102

RE: Sole Source Purchase for Repair to Unit # 601 Motor grader

Commissioners,

When performing our Preventative Maintenance Inspection on Unit # 601 it was noted that the unit needed two major repairs. The transmission needed to be removed and repaired and also that the main articulation joint for the machine needed to be replaced.

Due to the complexity of the transmission repair and the special tools needed to replace the articulation joint it was decided to outsource the repair to the authorized regional repair facility for John Deere equipment.

Summary of documents attached;

Invoice # W75486 from RDO Equipment Co.	$30,818.60
Sole Source Procurement Form	

RECOMMENDED MOTION: I/we move to approve the Sole Source Purchase for the repair of Unit # 601 in the amount of $30,818.60.

Respectfully Submitted,

Harold Pedersen
Fleet Services Manager

CITY OF Fargo

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.

The project/service is required to:

Repair Unit # 601 a 2005 John Deere Motorgrader

While performing one of our PMs it was noted that the machine needed two major repairs and a few minor ones. the major repairs - remove the transmission for repair and also to replace the pin and bushings for the main articulation joint for the unit.

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

The decision to outsource the repair was based on lack of specialized tools to split that large of machine and also the lack of special tools and expertise required to repair the transmission.

RDO Equipment Company in Fargo was selected due to the complexity of the transmission repair and because they are the regional authorized repair facility for John Deere equipment.

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. **)

We based our decision from prior repairs from our maintenance records for this model of motorgrader. In 2009 the transmission was repaired under warranty and factory updates were performed at that time. The factory had come out with recommended updates to the transmission since then and RDO was able to repair the transmission with the updates.

****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)

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

Signature: _____
(Requestor)

Printed Name: Harold Pedersen

Title: Fleet Services Manager

Date: 08-04-2017

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.

_____ (Requestor initials)

RDO EQUIPMENT CO.

RDO Equipment Co.
2900 Main Ave SE
Moorhead, MN 56560

Service Manager: FG.Service@rdoequipment.com
General Manager: FG.GenMgr@rdoequipment.com
www.rdoequipment.com

Phone: 701-526-2200 • Fax: 701-526-2201

Ship to: N/A

Invoice to:
CITY OF FARGO
PO BOX 2083
FARGO ND 58107-2083

Branch		
MOORHEAD, MN		
Date	Time	Page
07/31/17	19:39:00 (B)	01
Account No.	Phone No.	Invoice No.
1465007	7012411333	W75486
Ship Via	Purchase Order	
	MITCH 241-1458	
ND E4168		
	Salesperson	
	MX3	

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
M0026859	14''MOLDBOARDS,LW	9766	DW772CH595111	07/04/05	9999
601	772CH		RG6081H169256	01/04/10	7500 H

***Stop in and check out our Diesel Exhaust Fluid promotions running now through the end of August! Lowest pricing in the area. Call 1-888-877-7935 for all your DEF equipment needs.

REPAIR# 1 C TJ501 NA 05/18/17 05/30/17
FRAME PIVOT BUSHINGS, REPLACE-BOTH
CONDITION:
Replace Frame pivot Pins and bushings
- Estimate does not include line boring if needed.
- Estimate created for customer without looking at machine to verify there is no other potential issues with replacing pins and bushings.
CORRECTION:
-Recovered the A/C system and disconnected a/c lines below the cab. There was only about 12 oz of refrigerant left in the a/c system, there may be a leak somewhere
-Pinched off the heater hoses below the cab, disconnected them from the heater core and plugged the openings
-Disconnected all of the hoses going from the engine frame to the mainframe, had to remove the control valve cover in front of the cab and disconnect a hose from the control valve and pull it all the way out towards the rear of the machine
-Disconnected wiring under the cab and pulled out all the wiring going to the rear of the machine
-Disconnected steering cylinder hoses and unpinned the cylinders from the mainframe
-Put jack stands under the mainframe on the steering cylinder ears

CONTINUED ON PAGE 02

Stocked parts can be returned within 30 days with copy of invoice. Special order parts $20,00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

SIGNATURE

TERMS AND CONDITIONS: All invoices are due Net-20 days from the invoice date or in accordance with the terms of your account agreement. Please refer to your finance agreement for details.

RDO Equipment Co.
2900 Main Ave SE
Moorhead, MN 56560

Service Manager: FG.Service@rdoequipment.com
General Manager: FG.GenMgr@rdoequipment.com
www.rdoequipment.com

Phone: 701-526-2200 • Fax: 701-526-2201

Ship to: N/A

Invoice to:
CITY OF FARGO
PO BOX 2083
FARGO ND 58107-2083

Branch		
MOORHEAD, MN		
Date	Time	Page
07/31/17	19:39:00 (B)	02
Account No.	Phone No.	Invoice No.
1465007	7012411333	W75486
Ship Via	Purchase Order	
	MITCH 241-1458	
ND E4168		
	Salesperson	
	MX3	

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
M0026859	14''MOLDBOARDS,LW	9766	DW772CH595111	07/04/05	9999
601	772CH		RG6081H169256	01/04/10	7500 H

-Disconnected articulation sensor linkage
-Unbolted both pivot pins
-Used a bottle jack between the frames and attempted to push the top pin out, I had to pound on the frame to get the pin to pop up with pressure on it
-Put a bottle jack under the machine to press the lower pin out, the pin will not move, the entire machine was being lifted up by the bottle jack
-Tried heating the machine frames and spraying penetrating oil around the pin several times, I still cannot get the pin to move
-Tried cutting the pin with a torch several times, I could not get the pin to cut very well, It seems like the pin is not getting hot enough
-Tried heating the pin and then cutting it, it still will not cut very well
-Put pressure on the pin with the bottle jack and lifted the rear of the machine with another jack and then dropped the jack at the rear of the machine to try and rock the machine on the pin, the pin is slowly moving, repeated this until the pin finally popped out
-Rolled the engine frame away from the main frame and set it on jack stands
-Replaced pivot bushings, the top bore for the bottom pin is a little worn and has some play in it, the customer said to put it together the way it is
-Welded a new piece of round stock to the main frame to prevent the bottom pin from turning, the original piece was broken off, also welded the ground strap weldment back to the main frame, it was also broken off

CONTINUED ON PAGE 03

Stocked parts can be returned within 30 days with copy of invoice. Special order parts $20.00 and up may be returned within 30 days with copy of invoice, 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

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RDO Equipment Co.
2900 Main Ave SE
Moorhead, MN 56560

Service Manager: FG.Service@rdoequipment.com
General Manager: FG.GenMgr@rdoequipment.com
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Phone: 701-526-2200 • Fax: 701-526-2201

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M0026859	14''MOLDBOARDS,LW	9766	DW772CH595111	07/04/05	9999
601	772CH		RG6081H169256	01/04/10	7500 H

-Rolled the frames back together, the pin bores did not line up, tired rolling the engine frame back and forth to get it to move over, it would not move over enough to get it lined up, I had to use floor jacks on each tandem housing to get the tires off the ground with the overhead hoist supporting the rear of the machine and push the entire engine frame with a forklift to get it to move over and then lower the floor jacks and roll the engine frame to the main frame, it took multiple attempts to get the frames lined up
-Installed both pivot pins, torqued nut on the bottom pin, the pin wouldn't go down all the way, I Had to lift up on the rear of the machine to get the pin installed all the way.
-Connected steering cylinders and hoses
-Routed all of the wiring and hoses back through the center of the machine and connected everything
-Connected heater hoses and a/c lines, noticed a/c line on the compressor is also loose, disconnected the line replaced the oring on it and reconnected it
-Topped off coolant and hydraulic oil
-Pulled a vacuum on the a/c system, it holds a vacuum
-Charged the a/c system, one of the lines blew while I was charging it, replaced the line on a different segment and charged the a/c system, the a/c is working fine at this time
-Washed oil off of the machine
-Ran the machine to check for leaks, everything that was apart looks ok at this time

AT112769	HYDRAULIC	1	N	51.84		51.84
AT173971	PIN FASTENER	1	N	364.72		364.72

CONTINUED ON PAGE 04

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Moorhead, MN 56560

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General Manager: FG.GenMgr@rdoequipment.com
www.rdoequipment.com

Phone: 701-526-2200 • Fax: 701-526-2201

Ship to: N/A

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	MX3	

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601	772CH		RG6081H169256	01/04/10	7500 H	
AT320496	PIN		1 N	342.06		342.06
AT62699	HYDRAULIC		1 N	47.97		47.97
CL13S	WIRE LOOM		3	1.47		4.41
FRT	SHIP/HANDLING		2	8.73		17.46
JB/80	JB80 LUBE		2	11.41		22.82
R183409	O-RING		1	1.47		1.47
R183412	O-RING		1	2.20		2.20
TY15949X	REFRIGERAN		6	6.49		38.94
TY26578Q	COOLANT		3	3.44		10.32
TY27368Q	HYDRAU OIL BULK		16	4.45		71.20
T157827	WASHER		2 N	10.97		21.94
T157829	BUSHING		1 N	131.68		131.68
T158102	BUSHING		2 N	49.84		99.68
T42843	BUSHING		1 N	57.07		57.07
T42844	BUSHING		1 N	76.48		76.48
T76938	O-RING(-16ORFS)		1	2.57		2.57
T77613	O-RING(-6 ORFS)		10	1.37		13.70
T77857	O-RING(-8 ORFS)		1	1.41		1.41
T77858	O-RING(-12ORFS)		4	1.99		7.96
T77932	O-RING(-10ORFS)		2	1.84		3.68
11M7100	COTTER PIN		1	.53		.53
14H991	NUT		1 N	30.54		30.54
19H2710	CAP SCREW		1 M	2.34		2.34
19H3752	CAP SCREW		8	2.49		19.92
				PARTS		1444.91
				LABOR		9186.25
10401099			REPAIR TOTAL==>			10631.16

REPAIR# 3 C TJ501 1830A016 05/18/17 07/13/17
RECEIVER DRYER- REPLACE

CONTINUED ON PAGE 05

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STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
M0026859	14''MOLDBOARDS,LW	9766	DW772CH595111	07/04/05	9999
601	772CH		RG6081H169256	01/04/10	7500 H

CONDITION:
Replace Receiver Dryer as needed
CAUSE:
A/C system was opened to do the pivot pins so the receiver dryer should be replaced
CORRECTION:
-Disconnected hoses from the dryer and removed the dryer from the machine
-Installed a new dryer and connected hoses with new orings

AT162848	RECEIVER-D	1	106.48	106.48
R10093	O-RING	2	1.47	2.94
R113050	O-RING	1	1.82	1.82
			PARTS	111.24
			LABOR	475.00
10401099			REPAIR TOTAL==>	586.24

REPAIR# 4 C TJ501 RDO-070-DIAG 05/18/17 05/30/17
HYDRAULIC DIAGNOSTICS
CONDITION:
CHECK FOR LEAKS
- Transmission has been low on fluid (check for leak)
- RF HFWD hub low (check for leak)
- LH rear scarifier cylinder leak
Give estimate for repairs.
CORRECTION:
Ran the machine to check for leaks, the right front hub seal is leaking and will need to be resealed, the left ripper cylinder is leaking, the rod is also damaged and should be replaced
-Removed transmission side shields and washed off the

CONTINUED ON PAGE 06

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601	772CH		RG6081H169256	01/04/10	7500 H

transmission
-Ran the machine to see what is leaking on the transmission, it is leaking between the engine and transmission, the transmission will need to be removed to reseal between it and the engine
-Made an estimate for repairs needed

		LABOR	625.00
10401099		REPAIR TOTAL==>	625.00

REPAIR# 5 C TJ501 10-220-130 05/18/17 05/30/17
SNOW WING, REMOVAL
CONDITION:
-Wing needs to be removed to split the machine
CORRECTION:
-Lowered the wing and removed the rear wing arm
-Disconnected wing heel cylinder hoses and removed the cylinder from the wing
-WAs going to remove the nut holding the wing to the front wing pivot but the nut is welded to the bolt, ended up having to remove the pivot pin and removed the wing and pivot together
-Customer is going to put the wing back on themselves

X8FNL-S	#8 FFORS CAP	2	5.70	11.40
X8PNLO-S	#8 FFORS PLUG	2	3.94	7.88
			PARTS	19.28
			LABOR	1000.00
10401099		REPAIR TOTAL==>		1019.28

REPAIR# 6 C TJ501 10-070-121 06/02/17 06/02/17
RIPPER CYLINDER, R&R & RECONDITION

CONTINUED ON PAGE 07

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601	772CH		RG6081H169256	01/04/10	7500 H

CONDITION:
Right rear ripper cylinder is leaking, rod is damaged and will need to be replaced

CORRECTION:
-Lowered the ripper onto jack stands
-Disconnected the left ripper cylinder and removed the cylinder from the machine
-Washed grease and oil off of the cylinder
-Used a come along to pull the cylinder rod all the way in and then back out to purge all of the remaining oil out of the cylinder
-Attempted to disassemble the cylinder, after removing the snap ring holding the rod guide out of the barrel the guide needs to be tapped into the barrel so a filler ring can be installed in a groove in the barrel so the guide will slide out, I spent over 2 hours trying to get the guide to slide in but could not get it to go in more than about a half an inch
-Removed the fittings from the cylinder barrel and used a bore scope to inspect the barrel, the barrel looks like it has quite a bit of scoring in it, we are going to replace the complete cylinder
-Swapped fittings to the new cylinder and installed new grease zerks in the new cylinder
-Installed the new cylinder on the machine and connected hoses
-Ran the machine to check for leaks on the ripper, everything looks ok at this time

AH212649	HYDRAULIC CYLIN Hydraulic Cylinder	1	N	3037.40	3037.40

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601	772CH		RG6081H169256	01/04/10	7500	H

FRT	SHIP/HANDLING	1	36.68		36.68
JD7798	LUBRICATIO	2	.60		1.20
	Lubrication Fitting				
R26375	O-RING(-8 ORB)	2	1.99		3.98
T77613	O-RING(-6 ORFS)	4	1.37		5.48
			PARTS		3084.74
			LABOR		687.50
10401099			REPAIR TOTAL==>		3772.24

REPAIR# 7 C TJ501 00240A060 06/02/17 06/02/17
HFWD WHEEL DRIVE FACE SEAL REPAIR R.H.SIDE
CONDITION:
Reseal right front hub
CAUSE:
Hub seal is leaking
CORRECTION:
-Removed right front wheel and drained the right front hub
-Removed the wheel hub
-Removed the brake clutch assembly and removed the hub cover
-Removed the metal face seals from the hub cover and spindle and cleaned up parts
-Installed new metal face seals and installed the hub cover onto the spindle
-Installed the brake clutch assembly and installed the wheel hub
-Installed the right front wheel and torqued to spec
-Filled the right hub with new oil
-Ran machine to check the hfwd and check for leaks, everything looks ok at this time

DE19507	WHEEL SEAL	1	N	683.03	683.03

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601	772CH		RG6081H169256	01/04/10	7500	H
	Wheel Seal O-Ring					
R26448	O-RING(-6 ORB)		1	1.57		1.57
TY22028S	HYGARD		15	3.41		51.15
T166933	PACKING		1 N	10.54		10.54
T186658	O-RING		2 N	.74		1.48
T186659	SEALING TR		2 N	1.40		2.80
T77613	O-RING(-6 ORFS)		1	1.37		1.37
				PARTS		751.94
				LABOR		775.00
10401099			REPAIR TOTAL==>			1526.94

REPAIR# 8 C TJ501 00341A063 06/02/17 06/02/17
FRONT TRANSMISSION CASE, REPLACE-WFWD & RIPPER
CONDITION:
Transmission is leaking oil between the engine and transmission, replace torsional isolator if needed while the engine is removed.
-Also found that the fan drive output shaft splines are damaged, the transmission will need to be split to replace the shaft
CORRECTION:
-Drained transmission oil and coolant
-Removed transmission side shields, rear side doors and both top covers from the machine
-Drained hydraulic tank into a clean barrel
-Disconnected hoses and wiring from the fuel and hydraulic tanks
-Disconnected air cooler hoses and radiator hoses and removed the tubes from the reservoir support
-Unbolted the fuel filter and surge tank from the reservoir

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601	772CH		RG6081H169256	01/04/10	7500 H

support
-Unbolted the reservoir support and removed the assembly from the machine
-Disconnected hoses and wiring from both hfwd pumps, and the main hydraulic pump and removed all of the pumps from the transmission
-Disconnected hoses and wiring from the transmission
-Removed the driveshaft
-Disconnected the transmission fill tube
-Unbolted the transmission from the engine and removed it from the machine
-Mounted the transmission on the repair stand
-removed the park brake assembly and transmission control valve
-Unbolted the transmission case halves and split the transmission cases
-Installed a new transmission output shaft seal and fan drive output shaft seal
-Cleaned up case halves and bolted the halves back together after the internal repairs were complete
Installed the transmission control valve with new gaskets
-Resealed the park brake piston, assembled the park brake and installed it onto the transmission
-Replaced the torsional isolator on the flywheel, it had a handful of broken springs
-Applied sealant to the mating surfaces of the transmission and engine and installed the transmission in the machine
-Connected transmission hoses and wiring and installed the transmission fill tube
-Installed pumps and connected hoses and wiring

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-Installed the reservoir support, surge tank, fuel filter coolant tube and charge air cooler tube
-Connected hoses and wiring to the reservoir support
-Filled the machine with coolant, hydraulic oil and transmission oil
-Installed hoods, side shields and rear doors
-Installed the driveshaft
-Ran the machine to check for leaks, everything looks ok at this time

AT193883	OIL FILTER	1		54.28	54.28
AT328374	ABSORBER	1		3276.93	3276.93
AT458497	Pressure Switch	1		35.11	35.11
A4540R	O-RING	1		5.36	5.36
FRT	SHIP/HANDLING	1		5.23	5.23
F37020114	O-RING	1		2.29	2.29
F37030250	O-RING	2		6.00	12.00
F37030275	O-RING	1	S	8.57	8.57
PM38655	SEALANT	1		15.04	15.04
PM38657	FORM-GASKE	1		18.92	18.92
P50631	O-RING	2		5.20	10.40
R28782	O-RING(-4 ORB)	1		1.66	1.66
R29936	O-RING(-16 ORB)	1		4.37	4.37
TY22028S	HYGARD	29		3.89	112.81
TY26578Q	COOLANT	44		3.44	151.36
T160541	O-RING	1	N	7.71	7.71
T185424	WASHER	12	N	1.38	16.56
T76938	O-RING(-16ORFS)	1		2.57	2.57
T77613	O-RING(-6 ORFS)	4		1.37	5.48
T77814	O-RING(-4 ORFS)	1		1.46	1.46
T77857	O-RING(-8 ORFS)	4		1.41	5.64

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601	772CH		RG6081H169256		01/04/10	7500	H
T77858	O-RING(-12ORFS)		13	1.99			25.87
T78313	O-RING		4	5.27			21.08
U12547	O-RING(-12ORB)		1	2.25			2.25
X8C6LO-S	ELBOW FITT		1	13.12			13.12
YZ101349	SEAL		1 S	18.36			18.36
YZ101350	SEAL		1 S	21.86			21.86
YZ104179	GASKET		1 N	6.77			6.77
YZ104180	GASKET		1 S	6.43			6.43
YZ105893	SEAL		1	46.50			46.50
YZ106948	SEAL		1	21.26			21.26
YZ250161	SEAL		14	8.82			123.48
19H3219	CAP SCREW		12	1.01			12.12
19H3239	CAP SCREW		1	1.01			1.01
19M7283	CAP SCREW		1 M	1.57			1.57
19M7658	CAP SCREW		4	1.79			7.16
4005234	Washer		1 N	52.50			52.50
				PARTS			4135.09
				LABOR			7425.00
10401099			REPAIR TOTAL==>				11560.09

REPAIR# 9 C TJ501 00429B004 06/02/17 06/08/17
RECONDITION FAN PULLY ASSEMBLY-LOWER
CONDITION:
Replace lower fan bearing and shaft assembly to work with the updated transmission first stage shaft and driveshaft
CORRECTION:
-Removed fan belt
-Removed lower fan bearing and pulley assembly and removed the pulley from the bearing assembly
-Assembled the new lower bearing and shaft assembly and

CONTINUED ON PAGE 13

Stocked parts can be returned within 30 days with copy of invoice. Special order parts $20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

SIGNATURE

TERMS AND CONDITIONS: All invoices are due Net-20 days from the invoice date or in accordance with the terms of your account agreement. Please refer to your finance agreement for details.

RDO EQUIPMENT CO.

RDO Equipment Co.
2900 Main Ave SE
Moorhead, MN 56560

Service Manager: FG.Service@rdoequipment.com
General Manager: FG.GenMgr@rdoequipment.com
www.rdoequipment.com

Phone: 701-526-2200 • Fax: 701-526-2201

Ship to: N/A

Invoice to: CITY OF FARGO
PO BOX 2083
FARGO ND 58107-2083

Branch		
MOORHEAD, MN		
Date	Time	Page
07/31/17	19:39:00 (B)	13
Account No.	Phone No.	Invoice No.
1465007	7012411333	W75486
Ship Via	Purchase Order	
	MITCH 241-1458	
ND E4168		
	Salesperson	
	MX3	

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
M0026859	14''MOLDBOARDS,LW	9766	DW772CH595111	07/04/05	9999
601	772CH		RG6081H169256	01/04/10	7500 H

installed the pulley onto the bearing assembly
-Installed the pulley assembly on the machine and installed the fan belt

AE53905	BEARING Tapered Roller Bearing	1	68.97		68.97
AT336028	UNIVERSAL DRIVE Universal Driveshaft	1	581.48		581.48
FRT	SHIP/HANDLING	1	6.45		6.45
T159884	HUB	1 N	355.56		355.56
T207072	SHAFT	1 N	494.93		494.93
T231645	ADJUSTER NUT	1 N	60.33		60.33
T24513	RING	1	11.01		11.01
19M7881	SCREW	6	.83		4.98
24M7239	WASHER	4	.59		2.36
			PARTS		1586.07
			LABOR		825.00
10401099		REPAIR TOTAL==>			2411.07

REPAIR# 10 C TJ501 0350A060 06/02/17 06/09/17
FIRST STAGE TRANSMISSION SHAFT - REPLACE
CONDITION:
Fan drive shaft splines on the first stage transmission shaft are damaged, shaft needs to be replaced with the updated shaft
CORRECTION:
-Used the clutch pack lifting tool and removed all of the clutch packs together from the transmission after it was removed and split
-Set the clutch packs on the clutch pack nesting plate and removed the first stage shaft from the rest of the clutch

CONTINUED ON PAGE 14

Stocked parts can be returned within 30 days with copy of invoice. Special order parts $20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

SIGNATURE

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RDO Equipment Co.
2900 Main Ave SE
Moorhead, MN 56560

Service Manager: FG.Service@rdoequipment.com
General Manager: FG.GenMgr@rdoequipment.com
www.rdoequipment.com

Phone: 701-526-2200 • Fax: 701-526-2201

RDO EQUIPMENT CO.

Ship to: N/A

Invoice to:
CITY OF FARGO
PO BOX 2083
FARGO ND 58107-2083

Branch: MOORHEAD, MN		
Date: 07/31/17	Time: 19:39:00 (B)	Page: 14
Account No.: 1465007	Phone No.: 7012411333	Invoice No.: W75486
Ship Via:	Purchase Order: MITCH 241-1458	
ND E4168		
	Salesperson: MX3	

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
M0026859	14''MOLDBOARDS,LW	9766	DW772CH595111	07/04/05	9999
601	772CH		RG6081H169256	01/04/10	7500 H

packs
-Installed new bearings onto a new shaft and added the new shaft to the nesting plate with the other shafts
-Installed the clutch packs into the transmission

YZ103146	BEARING CP	1	58.46		58.46
YZ103188	BEARING	1	48.10		48.10
YZ104280	BEARING CP	1 S	24.97		24.97
YZ104281	BEARING CP	1 S	44.87		44.87
YZ105354	SEAL	1 S	25.97		25.97
YZ106202	SHAFT	1 N	1575.81		1575.81
			PARTS		1778.18
			LABOR		550.00
10401099			REPAIR TOTAL==>		2328.18

REPAIR# 11 C TJ501 01830A059 06/02/17 07/13/17
HOSE-EXPANSION VALVE TO RECEIVER DRIER, REPLACE
CONDITION:
Hose going from the receiver drier to the expansion valve blew while charging the a/c system
CORRECTION:
-Disconnected both ends of the hose and removed it from the machine
-Swapped pressure switch to the new hose
-Installed the new hose with new orings

AT192204	REFRIGERAN Refrigerant Hose	1 N	104.07		104.07
FRT	SHIP/HANDLING	1	5.55		5.55
R10093	O-RING	3	1.47		4.41
			PARTS		114.03
			LABOR		275.00

CONTINUED ON PAGE 15

Stocked parts can be returned within 30 days with copy of invoice. Special order parts $20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

SIGNATURE

TERMS AND CONDITIONS: All invoices are due Net-20 days from the invoice date or in accordance with the terms of your account agreement. Please refer to your finance agreement for details.

RDO Equipment Co.
2900 Main Ave SE
Moorhead, MN 56560

Service Manager: FG.Service@rdoequipment.com
General Manager: FG.GenMgr@rdoequipment.com
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Phone: 701-526-2200 • Fax: 701-526-2201

Ship to: N/A

Invoice to:
CITY OF FARGO
PO BOX 2083
FARGO ND 58107-2083

Branch		
MOORHEAD, MN		
Date	Time	Page
07/31/17	19:39:00 (B)	15
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	MITCH 241-1458	
ND E4168		
	Salesperson	
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SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
M0026859	14''MOLDBOARDS,LW	9766	DW772CH595111	07/04/05	9999
601	772CH		RG6081H169256	01/04/10	7500 H
10401099			REPAIR TOTAL==>		389.03

****** WORK ORDER TOTALS ******

PARTS	13025.48
LABOR	21823.75
DISCOUNT	4030.63CR
INTERNAL A/R	30818.60

****

PLEASE REMIT TO: RDO EXCH 80-5800/6130
P.O. BOX 7160
FARGO, ND 58106-7160

****

Stocked parts can be returned within 30 days with copy of invoice. Special order parts $20.00 and up may be returned within 30 days with copy of invoice, 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

SIGNATURE

TERMS AND CONDITIONS: All invoices are due Net-20 days from the invoice date or in accordance with the terms of your account agreement. Please refer to your finance agreement for details.

CITY OF Fargo

16a-e

OFFICE OF THE CITY ADMINISTRATOR
Bruce P. Grubb

August 10, 2017

MEMORANDUM

To: Board of City Commissioners
From: Bruce P. Grubb, City Administrator BPG
Re: City Hall Construction – General Contract Change Orders #9 and #10
Mechanical Contract Change Order #5
Electrical Contract Change Orders #5 and #6

Attached, please find copies of change orders associated with the individual prime contracts for the City Hall construction project. Descriptions of each change order and the associated dollar amounts are shown below:

General Contract

Change Order #9 ***$13,774.00***

- Labor and materials associated with revisions to interior floor plans.
- Construct a fire pump room block wall enclosure with door.
- IS Department request to install ¾" CDX plywood backing behind gypsum board.

Change Order #10 ***$46,706.00***

- Changes associated with Inspections Department request to add exterior pedestrian ramps to side entrance.

Mechanical Contract

Change Order #5 ***$13,072.00***

- Revise ductwork 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.

Electrical Contract

Change Order #5 ***$29,075.00***

- IS Department request for revisions to training room.

- Floor plan revisions for lighting and lighting control.

Change Order #6 ***$1,857.00***

- Electrical work associated with the added fire pump room.

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	$684,775	$17,127,675	4.16%
Mechanical	Robert Gibb	$3,447,000	$79,166	$3,526,166	2.30%
Electrical	Sun Electric	$2,607,000	$44,744	$2,651,744	1.72%
Total		**$22,496,900**	**$808,685**	**$23,305,585**	**3.59%**

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	$23,305,585	$10,694,273
FF&E	$1,775,000	$1,775,000	$0
Centennial Hall Demo	$600,000	$772,468	$772,468
Professional Fees	$1,400,000	$1,512,881	$1,512,881
Contingency	$1,940,767	$349,833	NA
Total	**$27,715,767**	**$27,715,767**	**$12,979,622**

Your consideration in this matter is greatly appreciated.

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

Olaf Anderson	Change Order #9 in the amount of $13,774.00 and Change Order #10 in the amount of $46,706.00
Robert Gibb	Change Order #5 in the amount of $13,072.00
Sun Electric	Change Order #5 in the amount of $29,075.00 and Change Order #6 in the amount of $1,857.00

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 (8/10/17)

Contract	Contractor	Bid Amount	Change Orders	Present Amount	Paid To-date	Balance
General	Olaf Anderson	$ 16,442,900	$ 684,775	$ 17,127,675	$ 8,740,393	$ 8,387,282
Mechanical	Robert Gibb	$ 3,447,000	$ 79,166	$ 3,526,166	$ 1,494,709	$ 2,031,457
Electrical	Sun Electric	$ 2,607,000	$ 44,744	$ 2,651,744	$ 459,171	$ 2,192,573
Total		**$ 22,496,900**	**$ 808,685**	**$ 23,305,585**	**$ 10,694,273**	**$ 12,611,312**

PROJECT BUDGET SUMMARY

Budget Category	Original Total	Current Total	Paid To-Date
City Hall Construction	$ 22,000,000	$ 23,305,585	$ 10,694,273
FF&E	$ 1,775,000	$ 1,775,000	$ -
Centennial Hall Demo	$ 600,000	$ 772,468	$ 772,468
Professional Fees	$ 1,400,000	$ 1,512,881	$ 1,512,881
Contingency	$ 1,940,767	$ 349,833	$ -
Total Budget	**$ 27,715,767**	**$ 27,715,767**	**$ 12,979,622**

CHANGE ORDER SUMMARY

General Contract		**$ 684,775.00**
#1	Addition of curtain wall windows.	$ 396,565.00
#2	Revisions to generator building to accommodate mechanical changes.	$ 3,260.00
#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.	$ 26,160.00
#4	Provide additional point load to three joists per structural engineer.	$ 46,014.00
#5	Design revisions to third floor.	$ 18,918.00

#6	Commission chamber revisions to remove windows and replace with Pre-Fin metal wall panels for televising clarity and security.	$	45,463.00
#7	Add a new downstream storm sewer defender manhole, water main extension and hydrant, reroute storm sewer to avoid transformer/conduits.	$	61,866.00
#8	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.	$	26,049.00
#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.	$	13,774.00
#10	Changes associated with Inspections Department request to add exterior pedestrian ramps to side entrance.	$	46,706.00
Mechanical Contract		**$**	**79,166.00**
#1	Addition of sump pits and domestic water service.	$	13,222.00
#2	Pricing reduction for control dampers.	$	(4,100.00)
#3	Design revisions to third floor and HVAC modifications.	$	36,016.00
#4	Omit finned tube radiation, add CO/NO2 monitors and VFD	$	20,956.00
#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.	$	13,072.00
Electrical Contract		**$**	**44,744.00**
#1	Relocate emergency generator for City Hall and Civic temporary power.	$	12,960.00
#2	Design revisions to third floor.	$	2,797.00
#3	Revise voltage of UPS to 480V in lieu of 208V.	$	(3,341.00)
#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.	$	1,396.00
#5	IS requested revisions to training room. Floor plan revisions for lighting and lighting control.	$	29,075.00
#6	Electrical work associated with the added fire pump room.	$	1,857.00

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** Gen#009	OWNER: ☒
Fargo City Hall Fargo, ND	**DATE:** 7/10/17	ARCHITECT: ☒
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** 2015.49	CONTRACTOR: ☒
Olaf Anderson Construction PO Box 2766 Fargo, ND 58108	**CONTRACT DATE:** 6/7/16 **CONTRACT FOR:** General Construction	FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

PRG8: Labor and materials to make revisions to the interior floor plans.
DEDUCT ($3,936.00)

PRG10: Construct the fire pump room. Walls are to be 8" CMU masonry units which are to extend to underside of precast above. Fire seal joint between walls and precast structure above. Provide hollow metal door, door frame and hardware indicated. Paint CMU walls at interior of room and garage side of walls.
ADD $14,100.00

PRG11: Delete wall wood blocking for owner wall mounted items. Provide 3/4" DCX plywood backing behind gypsum board sheathing over entire wall surface of the area.
ADD $3,610.00

The original Contract Sum was	$	16,442,900.00
The net change by previously authorized Change Orders	$	624,295.00
The Contract Sum prior to this Change Order was	$	17,067,195.00
The Contract Sum will be increased by this Change Order in the amount of	$	13,774.00
The new Contract Sum including this Change Order will be	$	17,080,969.00

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	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		
(Typed name)	*(Typed name)*	*(Typed name)*
7/10/17	7-11-17	
DATE	**DATE**	**DATE**

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User Notes: (1231910757)

STROH
ARCHITECTS | INTERIORS

CHANGE PROPOSAL NO: PR-G8
Date sent to Contractor: 4-21-17

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 CHANGES

Provide labor and materials cost to make revisions to the interior floor plans as indicated on the attached drawings.

All work shall be equal to contract specifications.

~~This will ADD $_____ to the contract price.~~ OR This will DEDUCT ($ 3,936.00) from the contract price.

Sign for Contractor:

By: _____

Date: 6/1/17

CHANGE PROPOSAL

Change Proposal #: PR-G8

Date of Proposal: 5/11/17

Labor Breakdown (use additional sheets of necessary)

Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	15	$60.00	$900.00
Olaf Carpentry Labor	1	-40	$55.00	-$2,200.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total Labor Costs:	-$1,300.00

Material Breakdown (use additional sheets of necessary)

Material Description:	Quanity	Unit	Unit Cost	Materials Amounts
Central Door	1	LS	$1,753.00	$1,753.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Tax	7.50%			$131.48
			Total Material Costs:	$1,884.48

OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)

Description:	Quanity	Unit	Unit Cost	Other Cost Amounts
Cullen Insulation (Spray foam detail on Grid D)	1	LS	240	$240.00
Miller Drywall	1	LS	3120	$3,120.00
Northern Woodwork	1	LS	-6992	-$6,992.00
Red River Glazning	1	LS	-640	-$640.00
Flament - ACT no change	1	LS	0	$0.00
Trail Painting - No Change	1	LS	0	$0.00
I'll Tile and Stone - Flooring No Change	1	LS	0	$0.00
				$0.00
			Total Direct Costs:	-$4,272.00

1. Total Labor Costs.....	-$1,300.00		
2. Total Material Costs.....	$1,884.48		
3. Total Other Direct Costs.....	-$4,272.00		
4. Total Labor, Materials & Other Direct Costs.....		-$3,687.53	
5. Profit & Overhead (10 %) of Line 1.....		-$130.00	
6. Profit & Overhead (5 %) of Line 2.....		$94.22	
7. Profit & Overhead (5%) of Line 3.....		-$213.60	
8. Total Change Proposal Costs (lines 4, 5, 6 &7).....			-$3,936.90

STROH
ARCHITECTS | INTERIORS

CHANGE PROPOSAL NO: **PR-G10**
Date sent to Contractor: 6-12-17

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 CHANGES

Provide labor and materials cost to construct the fire pump room indicated on the attached drawing. Walls are to be 8" C.M.U. masonry units which are to extend to underside of precast above. Fire seal joint between walls and precast structure above. Provide hollow metal door, door frame and hardware indicated. Paint C.M.U. walls at interior of room and garage side of walls.

All work shall be equal to contract specifications.

This will ADD $ 14,100 to the contract price. OR ~~This will DEDUCT $ _____ from the contract price.~~

Sign for Contractor:

By: _____

Date: 6/16/17

CHANGE PROPOSAL

Change Proposal #: PR-~~G8~~ /0

Date of Proposal: 5/11/17

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	5	$60.00	$300.00
Olaf Carpentry Labor	1	6	$55.00	$330.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total Labor Costs:	$630.00

Material Breakdown (use additional sheets of necessary)				
Material Description:	Quanity	Unit	Unit Cost	Materials Amounts
Central Door	1	LS	$1,768.00	$1,768.00
Prairie Supply	1	LS	$150.00	$150.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Tax	7.50%			$143.85
			Total Material Costs:	$2,061.85

OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quanity	Unit	Unit Cost	Other Cost Amounts
Trail Painting	1	LS	685	$685.00
Eicholtz	1	LS	8550	$8,550.00
Ellenson Caulking	1	LS	650	$650.00
K&L Construction	1	LS	820	$820.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total Direct Costs:	$10,705.00

1. Total Labor Costs	$630.00		
2. Total Material Costs	$2,061.85		
3. Total Other Direct Costs	$10,705.00		
4. Total Labor, Materials & Other Direct Costs		$13,396.85	
5. Profit & Overhead (10 %) of Line 1		$63.00	
6. Profit & Overhead (5 %) of Line 2		$103.09	
7. Profit & Overhead (5%) of Line 3		$535.25	
8. Total Change Proposal Costs (lines 4, 5, 6 &7)			$14,098.19

STROH
ARCHITECTS | INTERIORS

CHANGE PROPOSAL NO: PR-G11
Date sent to Contractor: 6-21-17

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 CHANGES

Delete wall wood blocking for owner wall mounted items.

CDX per Joe Jenni 6.21.17

Provide labor and materials cost to provide ¾" ~~fire-treated~~ plywood backing behind gypsum board sheathing over entire wall surface of the area indicated on the attached drawing.

All work shall be equal to contract specifications.

This will ADD $ 3,610.00 to the contract price. OR ~~This will DEDUCT $ _____ from the contract price.~~

Sign for Contractor:

By: _____

Date: 6/21/17

CHANGE PROPOSAL

Change Proposal #: PR-G11 Date of Proposal: 6/21/17

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	4	$60.00	$240.00
Olaf Carpentry Labor	1	32	$55.00	$1,760.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total Labor Costs:	$2,000.00

Material Breakdown (use additional sheets of necessary)				
Material Description:	Quanity	Unit	Unit Cost	Materials Amounts
Plywood and Screws	1	LS	$1,250.00	$1,250.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Tax	7.50%			$93.75
			Total Material Costs:	$1,343.75

OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quanity	Unit	Unit Cost	Other Cost Amounts
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total Direct Costs:	$0.00

1. Total Labor Costs	$2,000.00		
2. Total Material Costs	$1,343.75		
3. Total Other Direct Costs	$0.00		
4. Total Labor, Materials & Other Direct Costs		$3,343.75	
5. Profit & Overhead (10 %) of Line 1		$200.00	
6. Profit & Overhead (5 %) of Line 2		$67.19	
7. Profit & Overhead (5%) of Line 3		$0.00	
8. Total Change Proposal Costs (lines 4, 5, 6 &7)			$3,610.94

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Change Order

PROJECT *(Name and address)*: Fargo City Hall Fargo, ND	**CHANGE ORDER NUMBER:** Gen#010 **DATE:** 7/25/17	OWNER: ☒ ARCHITECT: ☒
TO CONTRACTOR *(Name and address)*: Olaf Anderson Construction PO Box 2766 Fargo, ND 58108	**ARCHITECT'S PROJECT NUMBER:** 2015.49 **CONTRACT DATE:** 6/7/16 **CONTRACT FOR:** General Construction	CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

PRG07: Revisions to the 1st floor plan, exterior pedestrian ramps and rated or non-rated doors as follows: revise the Central Mail W120 and Jan't W117 layouts; revise the stairs and add pedestrian ramp associated with door "A104A"; provide pedestrian ramp associated with door "B101C".
ADD $46,706.00

The original Contract Sum was	$	16,442,900.00
The net change by previously authorized Change Orders	$	638,069.00
The Contract Sum prior to this Change Order was	$	17,080,969.00
The Contract Sum will be increased by this Change Order in the amount of	$	46,706.00
The new Contract Sum including this Change Order will be	$	17,127,675.00

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.

ARCHITECT	CONTRACTOR	OWNER
T.L. Stroh Architects, Ltd **ARCHITECT** *(Firm name)*	Olaf Anderson Construction **CONTRACTOR** *(Firm name)*	City of Fargo **OWNER** *(Firm name)*
8 Seventh St. N., Fargo, ND 58102 **ADDRESS**	PO Box 2766, Fargo, ND 58108 **ADDRESS**	200 3rd St. N., Fargo, ND 58102 **ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Terry L. Stroh *(Typed name)*	Jeff Furstenau *(Typed name)*	*(Typed name)*
7/25/17 **DATE**	7-26-17 **DATE**	**DATE**

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User Notes: (1937394273)

STROH
ARCHITECTS | INTERIORS

CHANGE PROPOSAL NO: PR-G07
Date sent to Contractor: 6-12-17

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 CHANGES

Provide the cost to make revisions to the 1st floor plan, exterior pedestrian ramps & rated or non-rated doors as described below.

I. Revise the Central Mail W120 & Jan't W117 layouts.
   a. Adjust wall locations, ceilings & door location.
   b. See attached door schedule for revisions to doors A103B, W117, W118, W120 & W121.
   c. Add door A103C – see attached door schedule for details.
   d. Adjust casework layout per sheet A7.2

II. Revise the stairs & add pedestrian ramp associated with door "A104A".
   a. Revise stairs & metal railings per attached sheets.
   b. Add pedestrian ramp & metal railings per attached sheets.

III. Provide pedestrian ramp associated with door "B101C".
   a. Add pedestrian ramp & handrail per attached sheets.

Encl.: Sheets A2.1, A2.4, A4.7, A7.2 & A9.4, S2.2, S3.1, Ramp Plan Drawing & Ramp Sections Drawing.

All work shall be equal to contract specifications.

This will ADD $ 46,706.00 to the contract price. OR ~~This will DEDUCT $ _____ from the contract price.~~

Sign for Contractor:

By: _____

Date: 7/15/17

CHANGE PROPOSAL

Change Proposal #: PR-G7

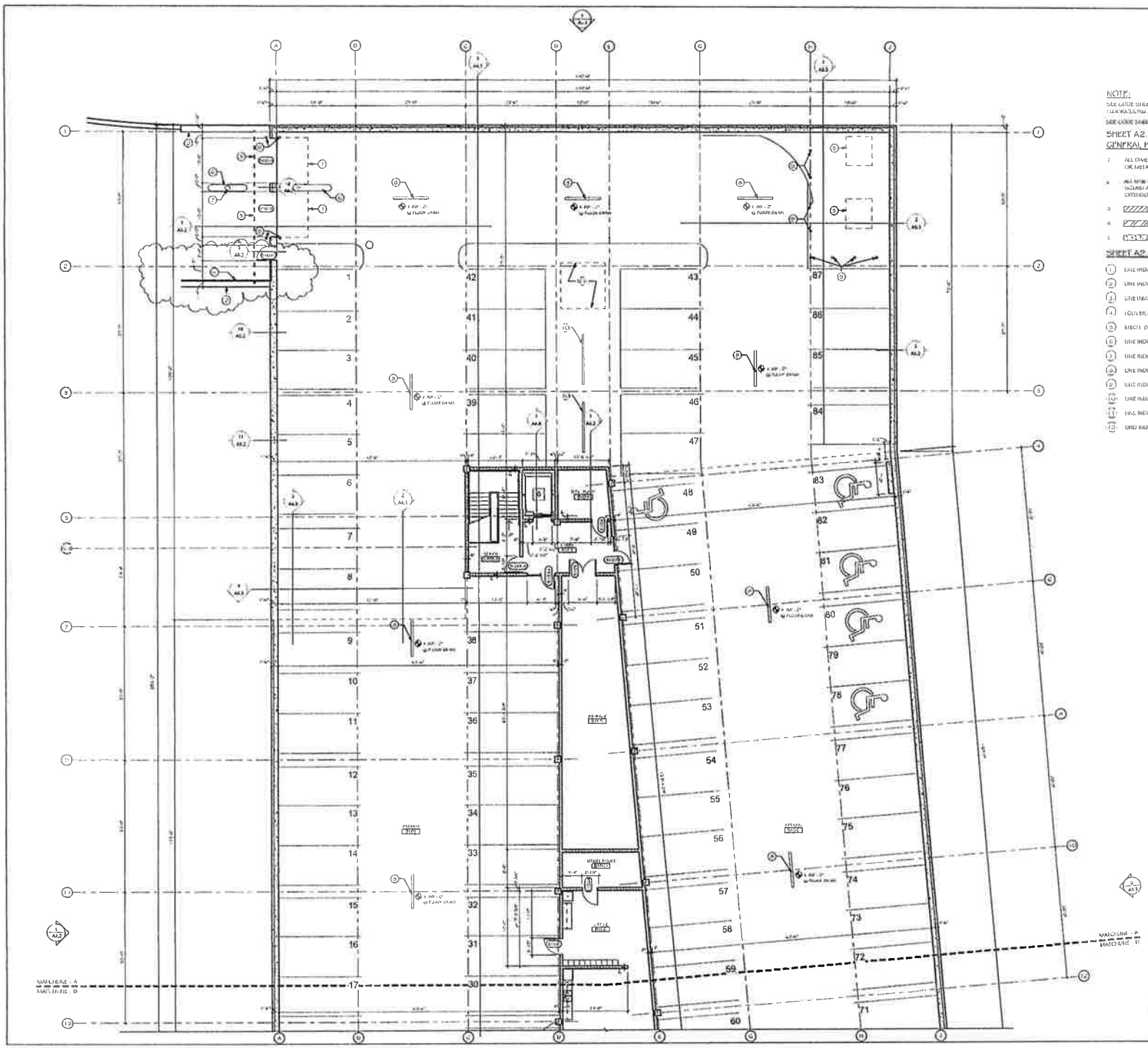
Date of Proposal: 7-11-17

Labor Breakdown (use additional sheets of necessary)				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	15	$60.00	$900.00
Olaf Labor	1	60	$55.00	$3,300.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total Labor Costs:	$4,200.00

Material Breakdown (use additional sheets of necessary)				
Material Description:	Quanity	Unit	Unit Cost	Materials Amounts
Misc	1	LS	$150.00	$150.00
Central Door	1	LS	$2,815.00	$2,815.00
CMF	1	LS	$6,843.45	$6,843.45
Prairie Supply	1	LS	$1,105.00	$1,105.00
				$0.00
				$0.00
				$0.00
				$0.00
Tax	7.50%			$818.51
			Total Material Costs:	$11,731.96

OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc.)				
Description:	Quanity	Unit	Unit Cost	Other Cost Amounts
IBI	1	LS	8260	$8,260.00
K&L	1	LS	13640	$13,640.00
Miller	1	LS	660	$660.00
Trail Painting	1	LS	1050	$1,050.00
Red River Glazing	1	LS	4740	$4,740.00
				$0.00
				$0.00
				$0.00
			Total Direct Costs:	$28,350.00

1. Total Labor Costs	$4,200.00		
2. Total Material Costs	$11,731.96		
3. Total Other Direct Costs	$28,350.00		
4. Total Labor, Materials & Other Direct Costs		$44,281.96	
5. Profit & Overhead (10 %) of Line 1		$420.00	
6. Profit & Overhead (5 %) of Line 2		$586.60	
7. Profit & Overhead (5%) of Line 3		$1,417.50	
8. Total Change Proposal Costs (lines 4, 5, 6 &7)			$46,706.06



NOTE:
SEE CODE SHEETS FOR LOCATION OF WALL RATINGS
FLOORATIONS ASSEMBLIES AND ROOF ASSEMBLIES
SEE CODE SHEETS FOR LOCATION OF FIRE EXTINGUISHER.

SHEET A2.1 - PARTIAL BASEMENT
GENERAL PLAN NOTES:

1. ALL DIMENSIONS ARE FROM FACE OF NEW CONCRETE, MASONRY, OR METAL STUD WALLS UNLESS OTHERWISE NOTED
2. ALL NEW INTERIOR WALLS TO BE 3 1/2" METAL STUDS WITH SOUND ATTENUATION BATT INSULATION 5/8" GYP. ED TO BE EXTENDED TO DECK ABOVE UNLESS OTHERWISE NOTED
3. INDICATES CONCRETE BLOCK WALL CONSTRUCTION
4. INDICATES METAL STUD WALL CONSTRUCTION
5. INDICATES CONCRETE WALL CONSTRUCTION

SHEET A2.1 - BASEMENT PLAN NOTES:

1. LINE INDICATES OVERHEAD DOOR TRACK
2. LINE INDICATES WALL - SEE CIVIL & STRUCTURAL DWGS
3. LINE INDICATES REMOVABLE FLOOD GATES - SEE CIVIL DWGS
4. LOUVER - SEE MECH & ELECTRICAL DWGS
5. MECH EQUIPMENT - SEE MECH & ELECTRICAL DWGS
6. LINE INDICATES CHIND - SEE CIVIL DWGS
7. LINE INDICATES CARD ACCESS POST - SEE CIVIL DWGS
8. LINE INDICATES FLOOR DRAIN - SEE MECH & ELECTRICAL DWGS
9. LINE INDICATES BALLARD - SEE DETAIL A/A3.2
10. LINE INDICATES BIKE RACK - SEE SPEC
11. LINE INDICATES STORAGE AREA OF REMOVABLE FLOOD WALL
12. LINE INDICATES METAL HANDRAIL - SEE CIVIL DWGS

1 PARTIAL BASEMENT PLAN - AREA "A"
A2.1 SCALE: 1/8" = 1'-0"

STROH
ARCHITECTS | INTERIORS
8 Seventh St. N.
Fargo, ND 58102
Office (701) 239-4198
Fax (701) 239-0043
www.stroh.com

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of North Dakota

Date: NOVEMBER 2011 Reg. No. [illegible]

Project:

NEW FARGO CITY HALL

CITY OF FARGO
Fargo, North Dakota

Location:
FARGO, ND 58102

Drawn By:
TLS/DM/KB

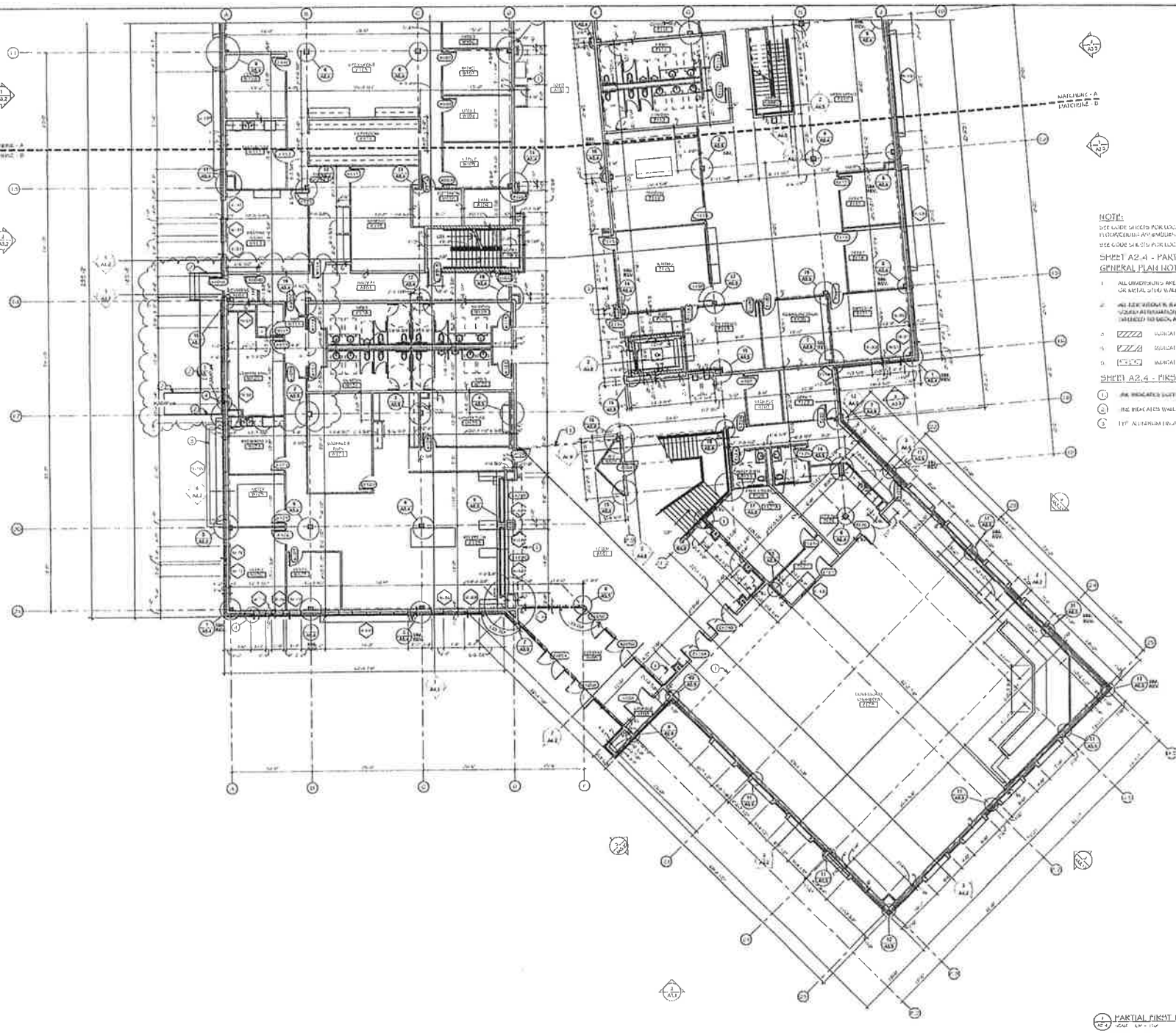
Date:
JULY 19TH, 2016

Revision Date:

Job Number:
2015.49

Sheet Name:
BASEMENT FLOOR PLAN - AREA "A"

Sheet Number:
A2.1



NOTE:
SEE CODE SHEETS FOR LOCATION OF WALL RATINGS
SEE CODE SHEETS FOR LOCATION OF FIRE EXTINGUISHER

SHEET A2.4 - PARTIAL FIRST FLOOR

GENERAL PLAN NOTES:

1. ALL DIMENSIONS ARE FROM FACE OF NEW CONCRETE, MASONRY, OR METAL STUD WALLS UNLESS OTHERWISE NOTED.
2. [illegible]
3. INDICATES CONCRETE BLOCK WALL CONSTRUCTION
4. INDICATES METAL STUD WALL CONSTRUCTION
5. INDICATES CONCRETE WALL CONSTRUCTION

SHEET A2.4 - FIRST FLOOR PLAN NOTES:

1. [illegible]
2. [illegible]
3. TYP. ALUMINUM ENTRY METAL PANEL SYSTEM

1 PARTIAL FIRST FLOOR PLAN - AREA "B"

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Fax (701) 239-9643
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Project:

NEW FARGO CITY HALL
CITY OF FARGO
Fargo, North Dakota

Location:
FARGO, ND 58102

Drawn By:
TL/DMJ/JK/KB

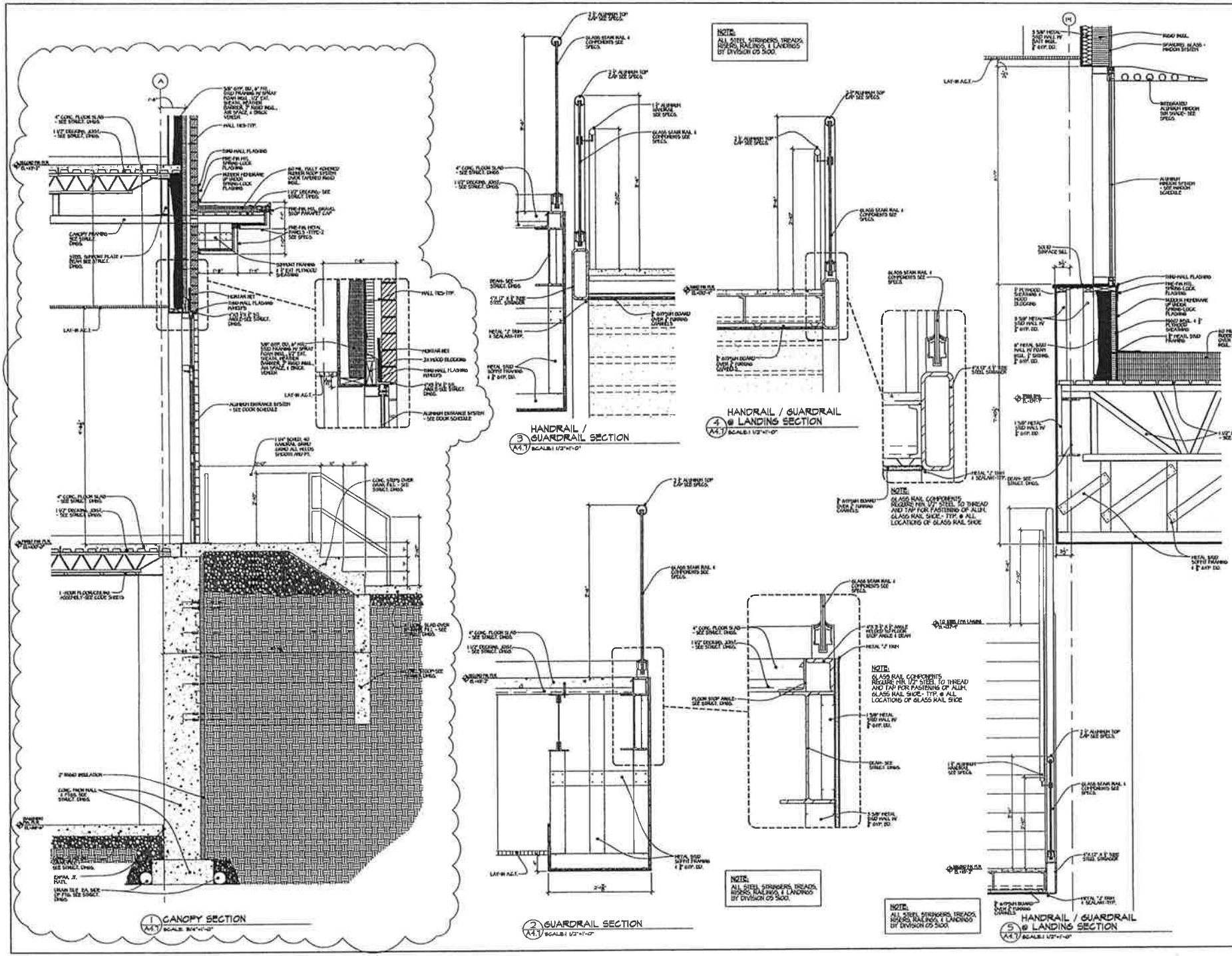
Date:
JULY 19TH, 2016

Revision Date:

Job Number
2015.49

Sheet Name
FIRST FLOOR PLAN - AREA "B"

Sheet Number:
A2.4



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Office (701) 235-4100
Fax (701) 235-0645
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Project:
NEW FARGO CITY HALL
CITY OF FARGO
Fargo, North Dakota

Location:
FARGO,
NORTH DAKOTA

Drawn By:
TLSTROH

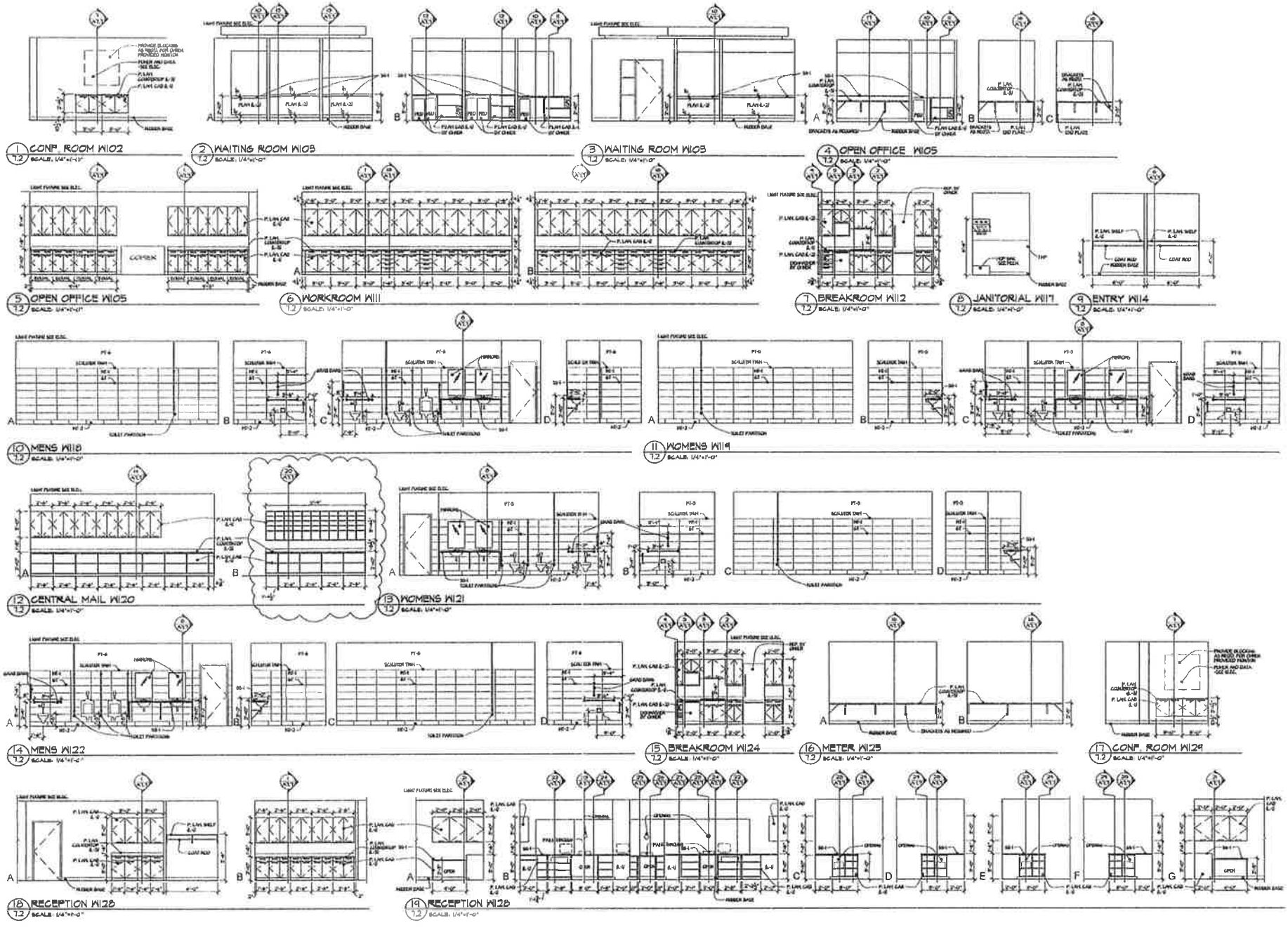
Date:
APRIL 22, 2016

Revision Date:

Job Number:
2015.49

Sheet Name:
SECTIONS
& DETAILS

Sheet Number:
A4.7



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Fargo, ND 58102
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Fax (701) 235-0643
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Project

NEW FARGO CITY HALL
CITY OF FARGO
Fargo, North Dakota

Location:
FARGO,
NORTH DAKOTA

Drawn By:
TLSTROH

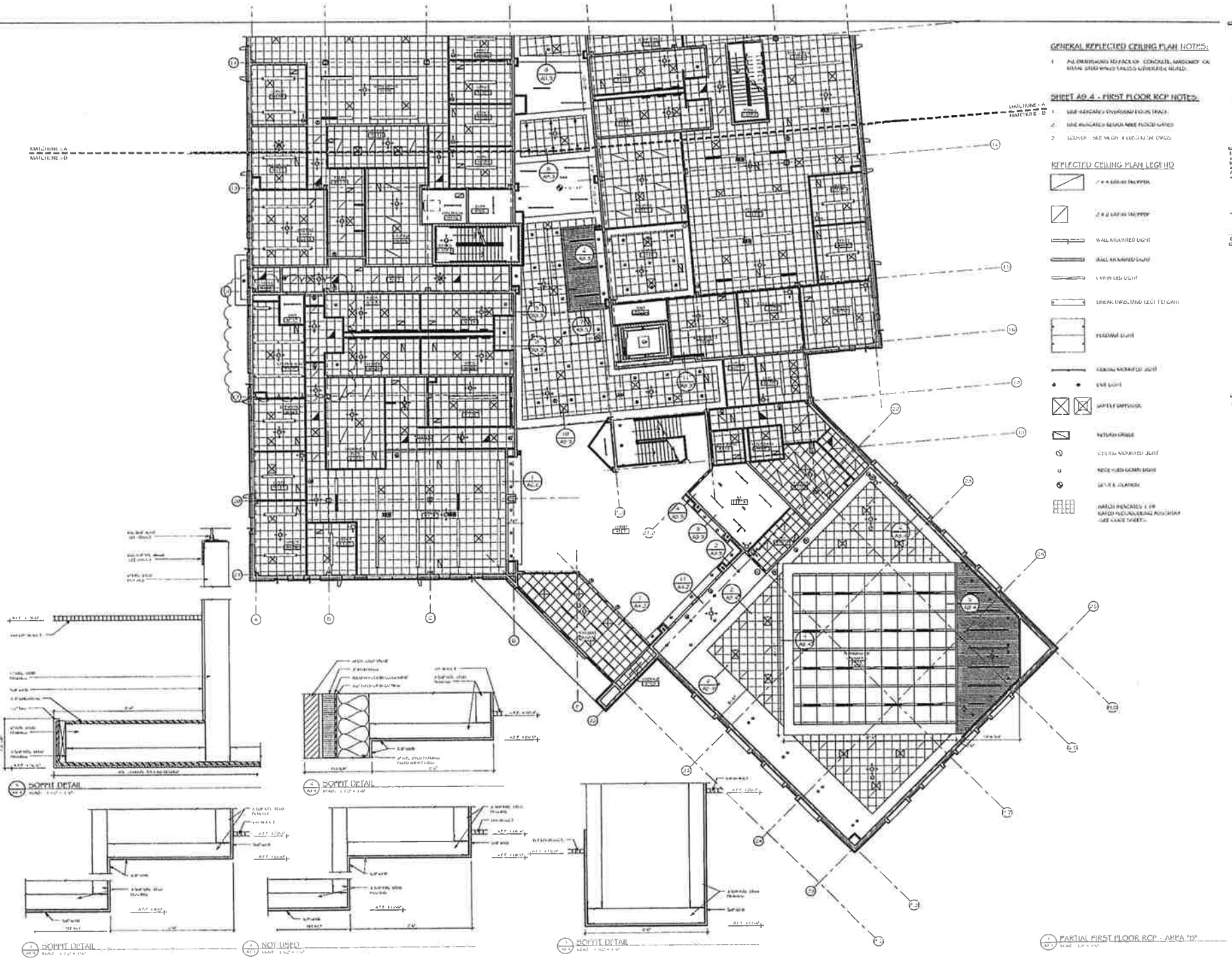
Date
APRIL 22, 2016

Revision Date:

Job Number:
2015.49

Sheet Name:
INTERIOR ELEVATIONS

Sheet Number:
A7.2



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Project:

NEW FARGO CITY HALL

CITY OF FARGO
Fargo, North Dakota

Location:
FARGO, ND 58102

Drawn By:
TLS/DM/KB

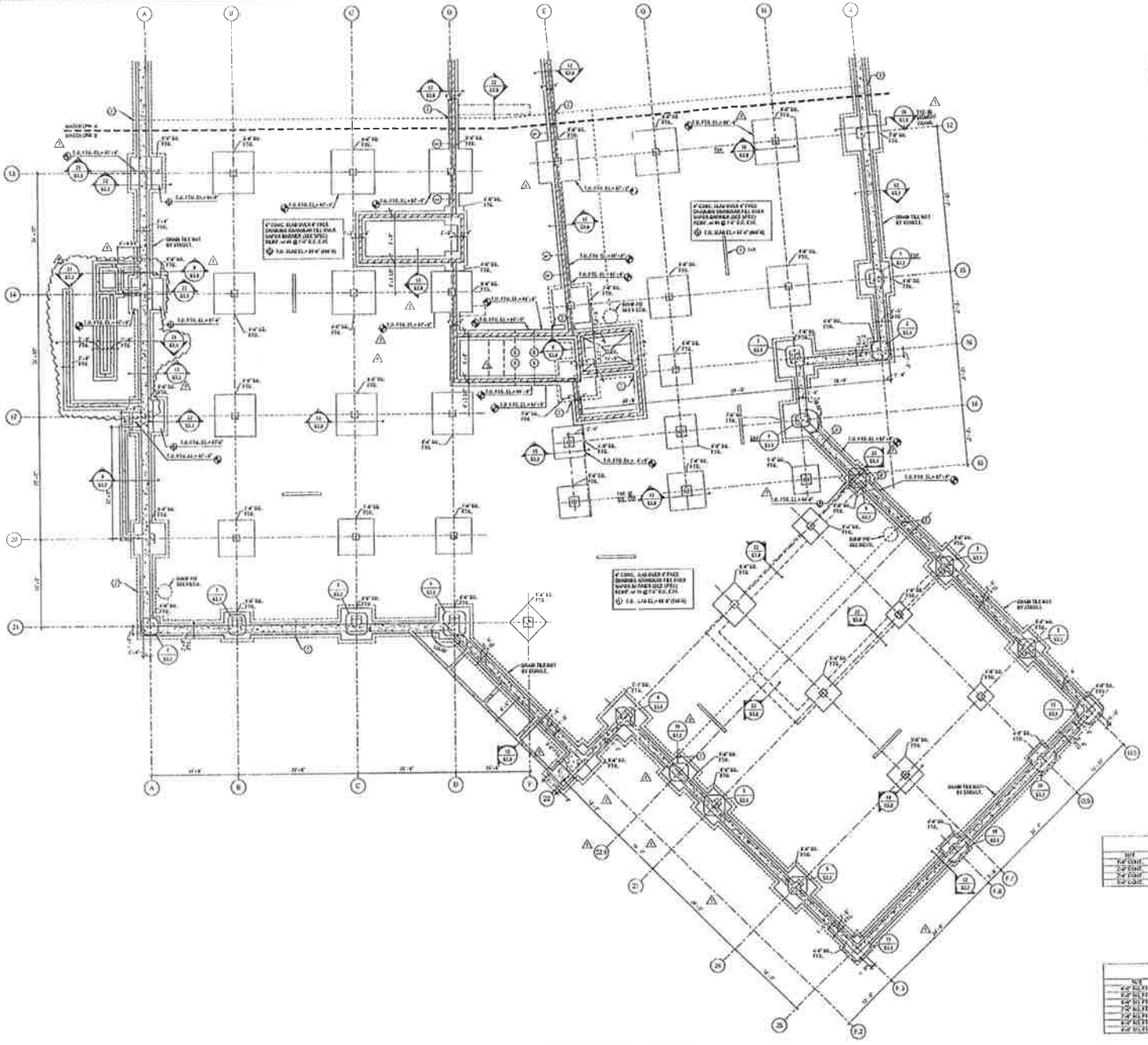
Date:
JULY 19TH, 2016

Revision Date:

Job Number:
2015.49

Sheet Name:
FIRST FLOOR RCP - AREA "B"

Sheet Number:
A9.4



FOOTING AND FOUNDATION PLAN - AREA "B"
1/8" = 1'-0"
T.O. FOOTING EL. - 97'-4" (U.O.N.)

SHEET NOTES:

KEY NOTES:

Revision Schedule		
No.	Description	Date
1	ADDENDUM #3	5/13/16
2	FOR Construction Set	10/4/16
4	Construction Set	12/2/2016
5	PRINT	6/13/17

CONT. FOOTING SCHEDULE

MK	DEPTH	REINF.	CONC.	REMARKS
24" CONT.	1'-0"	-	3000 psi	
24" CONT.	1'-0"	#5 @ 12" O.C.	3000 psi	
24" CONT.	1'-0"	#5 @ 12" O.C.	3000 psi	
24" CONT.	1'-0"	#5 @ 12" O.C.	3000 psi	

FOOTING SCHEDULE

MK	SHAPE	REINF.	CONC.	REMARKS
4'-0" SQ. FTG.	4'-0"	(11) #5	3000 psi	
5'-0" SQ. FTG.	5'-0"	(13) #5	3000 psi	BOTTOM
6'-0" SQ. FTG.	6'-0"	(16) #5	3000 psi	BOTTOM
7'-0" SQ. FTG.	7'-0"	(19) #6	3000 psi	BOTTOM
7'-6" SQ. FTG.	7'-6"	(20) #6	3000 psi	BOTTOM
8'-0" SQ. FTG.	8'-0"	(21) #6	3000 psi	BOTTOM
8'-6" SQ. FTG.	8'-6"	(23) #6	3000 psi	BOTTOM
9'-0" SQ. FTG.	9'-0"	(25) #6	3000 psi	BOTTOM

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Project:

FARGO CITY HALL

FARGO, NORTH DAKOTA
CITY OF FARGO

Location:
8 Seventh St. N.
Fargo, ND 58102

Drawn By:
CJM

Date:
4/22/16

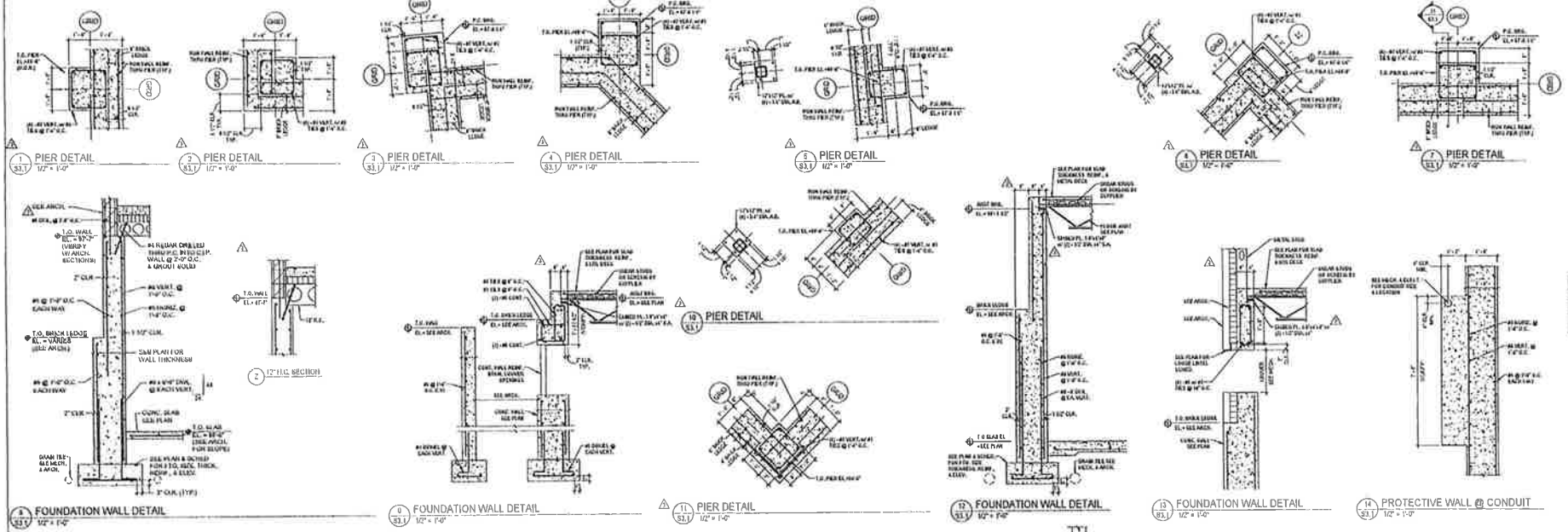
Revision Date:
6/12/17

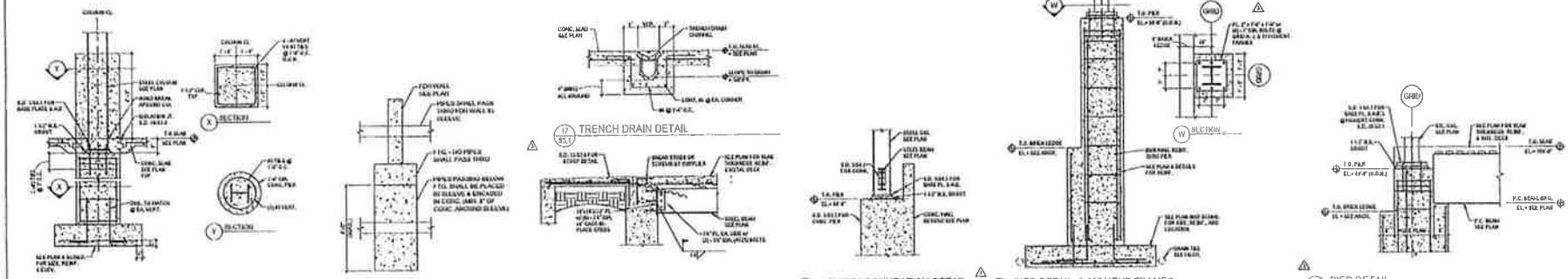
Job Number:
085.0074.2015

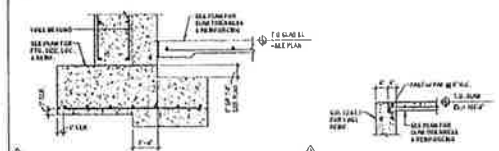
Sheet Name:
FOOTING AND FOUNDATION PLAN - AREA "B"

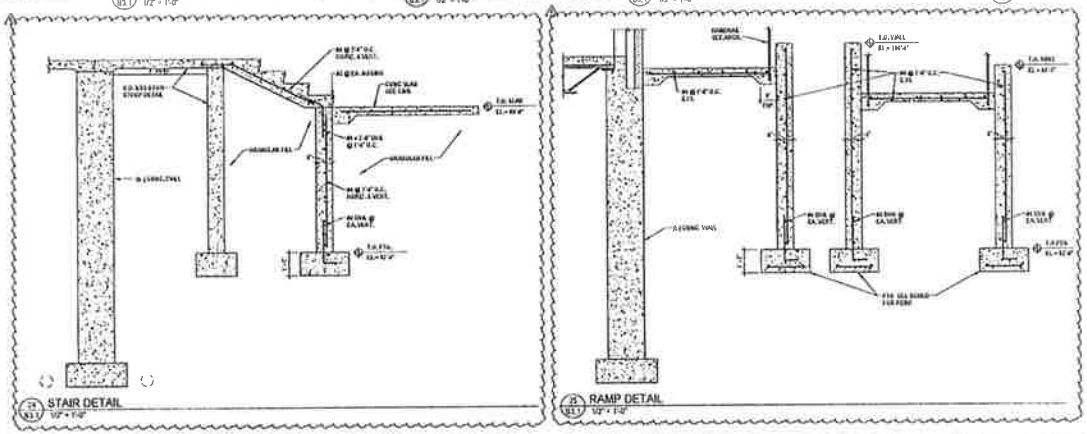
Sheet Number:
S2.2

HEYER ENGINEERING, PC
STRUCTURAL CONSULTANT









Revision Schedule		
No	Description	Date
1	ADDENDUM #3	5/13/16
2	FOR Construction Set	10/4/16
3	PW307	6/12/17

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Fax (701) 239-9843
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Project:

FARGO CITY HALL
FARGO, NORTH DAKOTA
CITY OF FARGO

Location:
6 Seventh St. N.
Fargo, ND 58102

Drawn By
CJM

Date
4/22/16

Revision Date:
6/12/17

Job Number:
085.0074.2015

Sheet Name:
FOUNDATION DETAILS

Sheet Number:
S3.1

HEYER ENGINEERING, PC
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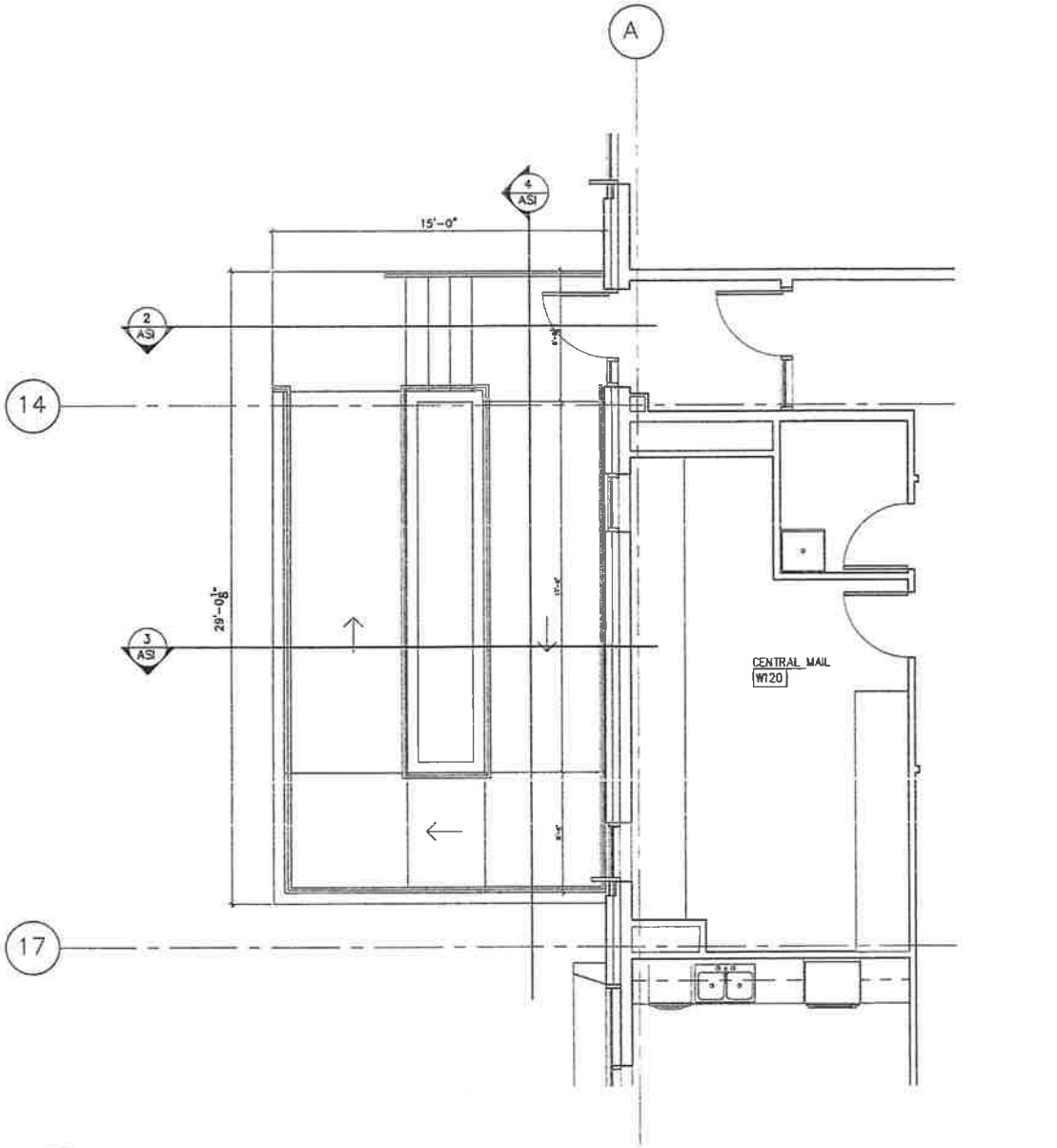
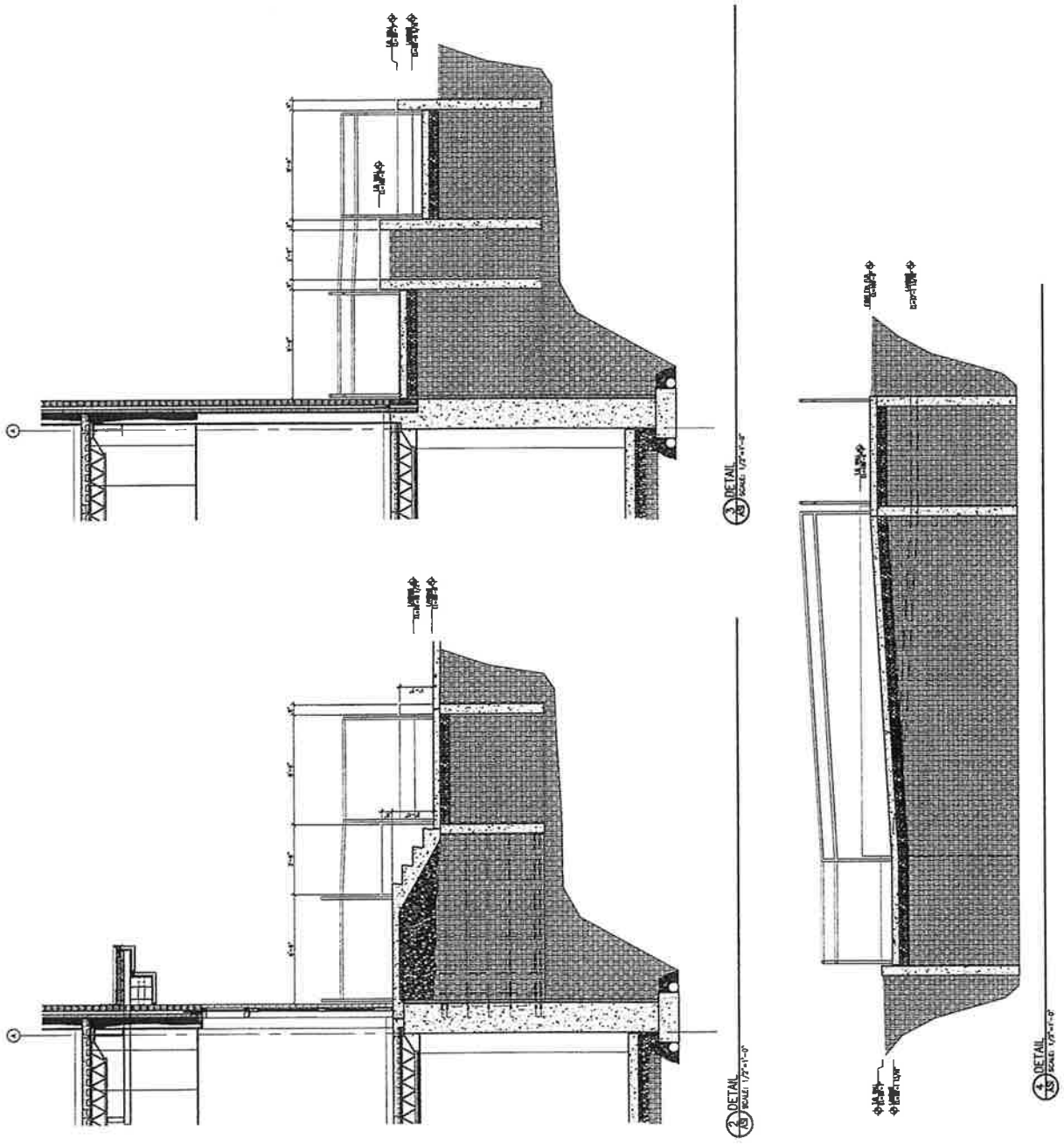


1 A5I PARTIAL FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



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Change Order

PROJECT *(Name and address)*: Fargo City Hall Fargo, ND	**CHANGE ORDER NUMBER:** Mech-005 **DATE:** 6/22/17	OWNER: ☒ ARCHITECT: ☒
TO CONTRACTOR *(Name and address)*: Robert Gibb & Sons 205 40th St SW Fargo, ND 58103	**ARCHITECT'S PROJECT NUMBER:** 2015.49 **CONTRACT DATE:** 6/7/16 **CONTRACT FOR:** Mechanical Construction	CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

M09: Revise ductwork routing and sizing to correspond with the updated floor plan.
ADD $3,000.00

M10: Boiler venting.
ADD $6,263.00

M11: Revise location of fire protection riser, fire pump, jockey pump, dry system valve and air compressor to the added fire pump room.
ADD $3,809.00

The original Contract Sum was	$	3,447,000.00
The net change by previously authorized Change Orders	$	66,094.00
The Contract Sum prior to this Change Order was	$	3,513,094.00
The Contract Sum will be increased by this Change Order in the amount of	$	13,072.00
The new Contract Sum including this Change Order will be	$	3,526,166.00

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.

ARCHITECT	CONTRACTOR	OWNER
T.L. Stroh Architects, Ltd *(Firm name)*	Robert Gibb & Sons *(Firm name)*	City of Fargo *(Firm name)*
8 Seventh St N, Fargo ND 58102 ADDRESS	205 40th St SW Fargo, ND 58103 ADDRESS	200 3rd St. N., Fargo, ND 58102 ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Terry L. Stroh *(Typed name)*	Ed Thuet *(Typed name)*	*(Typed name)*
6/22/17 DATE	6/26/17 DATE	DATE

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User Notes: (1867801189)

205 40th STREET SOUTHWEST
FARGO, NORTH DAKOTA 58103
PHONE: 701.282.5900
FAX: 701.281.0819

May 9, 2017

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

RE: New Fargo City Hall
PR ~~M08~~

Dear Mr. Stroh
Please find listed below our costs associated with PR M09.

Sheet Metal Materials:	Credit:	($ 458)
	Add:	$ 1,500
	Tax:	$ 78
	Subtotal:	$ 1,120
Sheet Metal Labor:	Credit 17 Hrs:	($ 1,071)
	Add 40 Hrs:	$ 2,520
	Subtotal:	$ 2,569
	Overhead:	$ 257
	Profit:	$ 141
	Bond:	$ 33
	Grand Total Add:	**$ 3,000**

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

Sincerely,
ROBERT GIBB & SONS, INC.

Ed Thvedt

PR#9

M4.3

CHANGE 15' OF 12X10 TO 18X10

CHANGE 1 R-1 TO AN R-2

M4.4

CHANGE 10' 20X14 TO 20X16

CHANGE 5' OF 12X10 TO 14X10

CHANGE 4 S-2'S TO 1 S-2 AND 2 S-9'S

M4.5

ADD 1 S-2

ADD 10' OF 8"Ø AND 1 8" ELBOW

CHANGE 15' OF 8X8 TO 10X10

CHANGE 3 8X8 ELBOWS TO 10X10 ELBOWS

DEDUCT 7' 6X6 DUCT

CHANGE 3' OF 10"Ø TO 8"Ø

CHANGE 5' OF 6"Ø TO 12"Ø

ADD 5' OF 12X10,

ADD 15' OF 10"Ø

ADD 2 S-3'S AND 1 S-2

ADD 10' OF 10X10

DEDUCT 3' OF 12"Ø AND 1 R-1

ADD 10' OF 10X10

ADD 2 S-2'S AND 2 R-1'S

ADD 15' OF 12X10

ADD 15' OF 8"Ø

M4.6

DEDUCT 1 S-9

ADD 10' OF 10"Ø

M4.7

CHANGE 5' OF 8X8 TO 10X8

M4.8

ADD 3 S-2'S

DEDUCT 1 R-2

ONE

OBERMILLER NELSON
ENGINEERING

PROPOSAL REVIEW – M09

Date	6/20/17
Project #	2015231
Project Name	Fargo City Hall
Project Location	Fargo, ND

The proposal response is directly correlated with the latest version of the RSMeans Cost Data literature available, by contacting local venders for available list pricing, and our knowledge in similar projects and/or typical experiences. Included in our interpretation of the associated costs is the RSMeans city cost index multiplier of the area associated with this proposal request.

After review Obermiller Nelson Engineering [X] Agree [ ] Disagree

The proposal request was to revise ductwork and diffusers throughout the building to adjust for changes to the architectural floorplan. The pricing submitted is reasonable for the work being performed.

Respectfully,
Obermiller Nelson Engineering, Inc.

Ross Young

Attachment(s): PR M09 Pricing
Cc: File

F:\Projects\2015231\CA\PROPOSAL REQUEST\MECH\2015231 PR M09 - Architectural Revisions\2015231 PR M09 - response.docx

OBERMILLER NELSON
ENGINEERING

PROPOSAL REQUEST – M09

Date	4/17/17
Project #	2015231
Project Name	Fargo City Hall
Project Location	Fargo, ND
Description	Architectural Floorplan Rivisions

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.

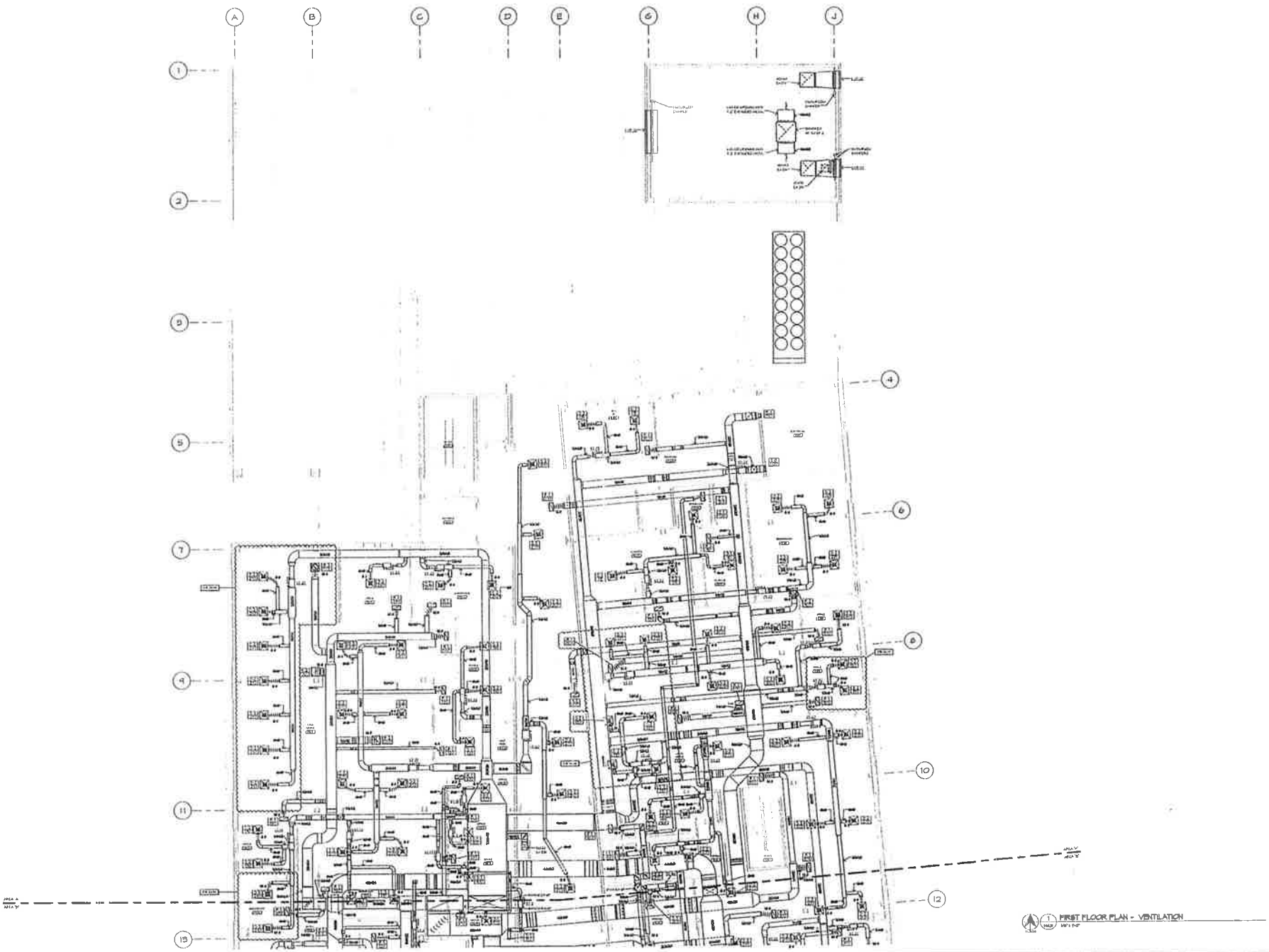
State the amount to be changed to the contract to revise ductwork routing and sizing to correspond with the updated floorplan. Revise diffuser locations and sizing as shown. Volume dampers and diffusers shall be balanced to the revised airflows shown.

Respectfully,
Obermiller Nelson Engineering, Inc.

Ross Young

Attachment(s): M4.3, M4.4, M4.5, M4.6, M4.7, M4.8
Cc: File

F:\Projects\2015231\CA\PROPOSAL REQUEST\MECH\2015231 PR M09 - Architectural Revisions\2015231 PR M09 - Architectural Floorplan Revisions.docx



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Fax (701) 239-9843
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Bismarck • Georgia • (1738 BC)

Project:

NEW FARGO CITY HALL
CITY OF FARGO
Fargo, North Dakota

Location:
8 Seventh St. N.
Fargo, ND 58102

Drawn By:
JF/TA/TE

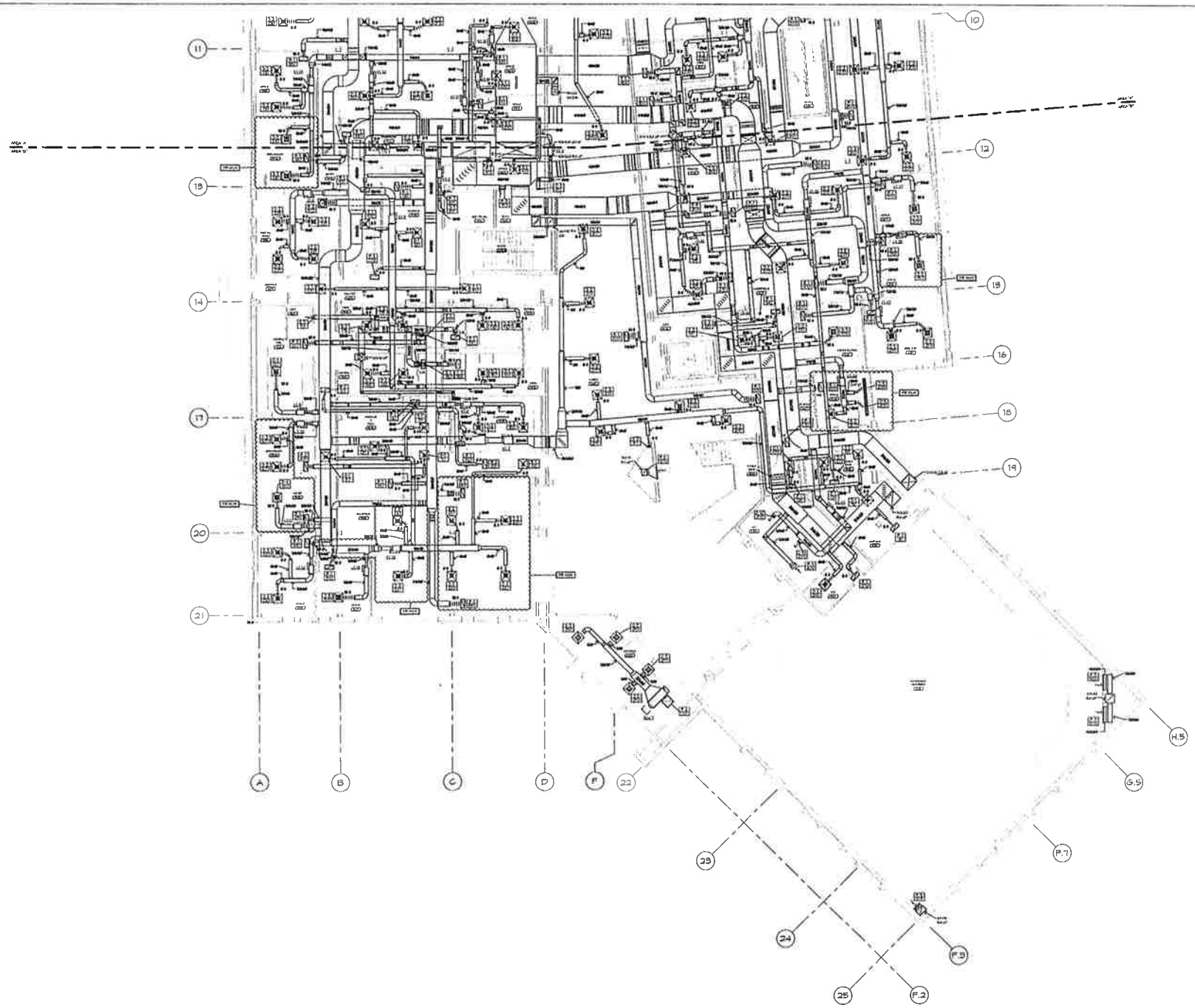
Date:
APRIL 22ND, 2016

Revision Date:
4-4-17

Job Number:
2015231

Sheet Name:
FIRST FLOOR VENTILATION PLAN - A

Sheet Number:
M4.3



FIRST FLOOR PLAN - VENTILATION

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Mandan • Minneapolis • 617.308.8111

Project:

NEW FARGO CITY HALL
CITY OF FARGO
Fargo, North Dakota

Location:
8 Seventh St. N.
Fargo, ND 58102

Drawn By:
JF/TA/TE

Date:
APRIL 22ND, 2016

Revision Date:
4-4-17

Job Number:
2015231

Sheet Name:
FIRST FLOOR VENTILATION PLAN - B

Sheet Number:
M4.4

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Fargo, ND 58102

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Project:

NEW FARGO CITY HALL
CITY OF FARGO
Fargo, North Dakota

Location:
8 Seventh St. N.
Fargo, ND 58102

Drawn By:
JF/TA/TE

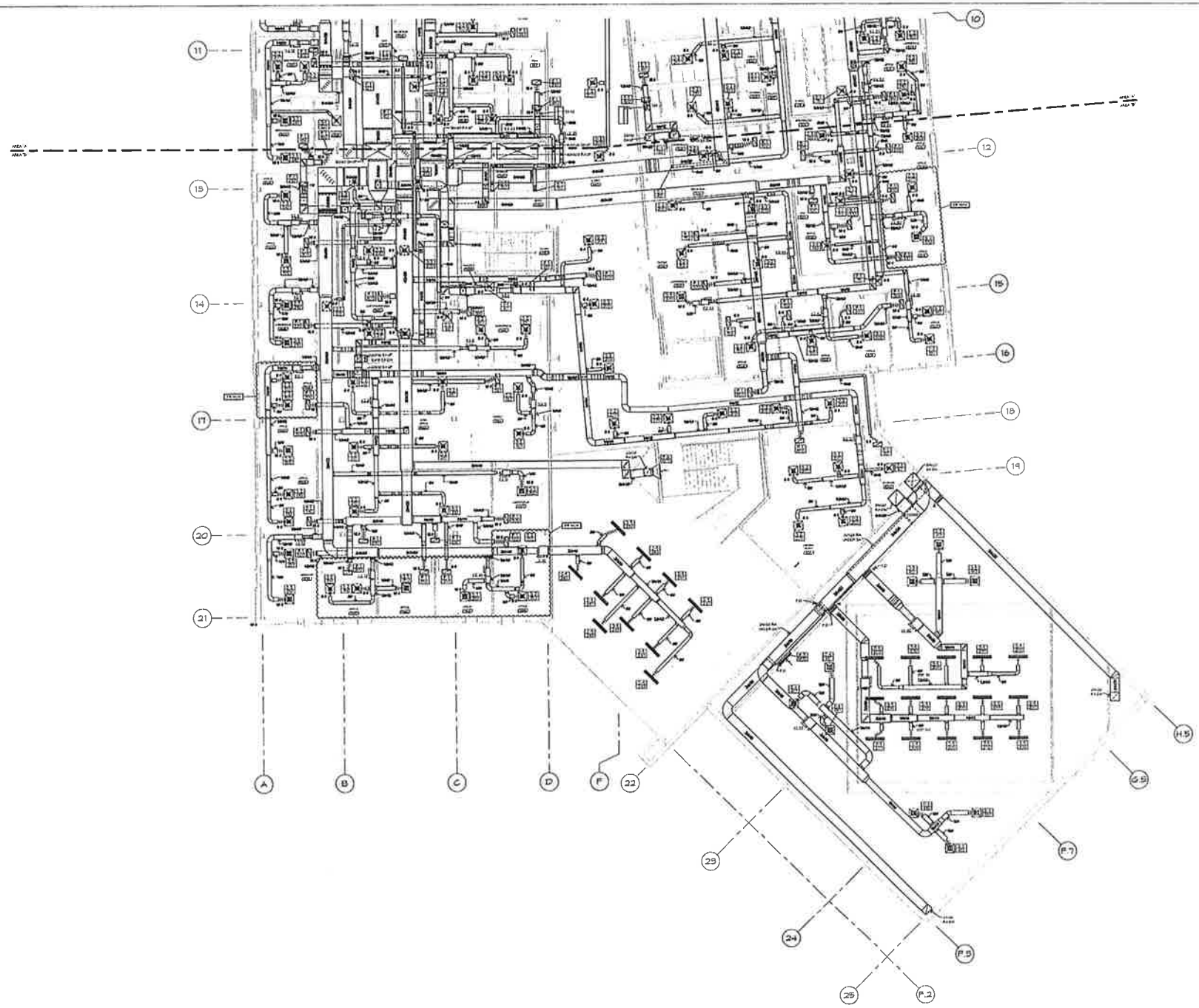
Date:
APRIL 22ND, 2016

Revision Date:
4-4-17

Job Number:
2015231

Sheet Name:
SECOND FLOOR VENTILATION PLAN - A

Sheet Number:
M4.5



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Project:

NEW FARGO CITY HALL
CITY OF FARGO
Fargo, North Dakota

Location:
8 Seventh St. N.
Fargo, ND 58102

Drawn By:
JF/TA/TE

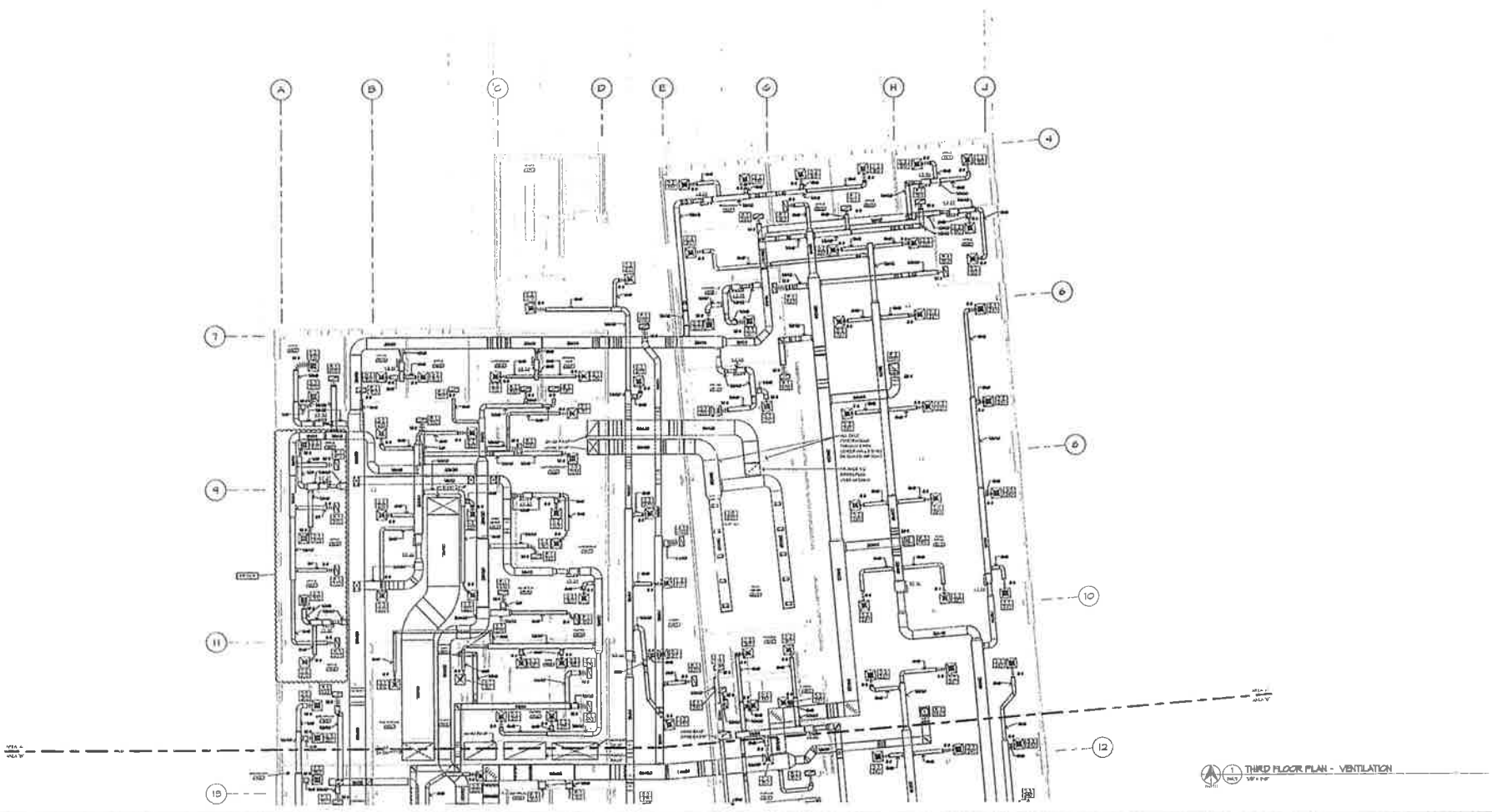
Date:
APRIL 22ND, 2016

Revision Date:
4-4-17

Job Number:
2015231

Sheet Name:
SECOND FLOOR VENTILATION PLAN - B

Sheet Number:
M4.6



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Project:

NEW FARGO CITY HALL
CITY OF FARGO
Fargo, North Dakota

Location
8 Seventh St. N
Fargo, ND 58102

Drawn By:
JF/TA/TE

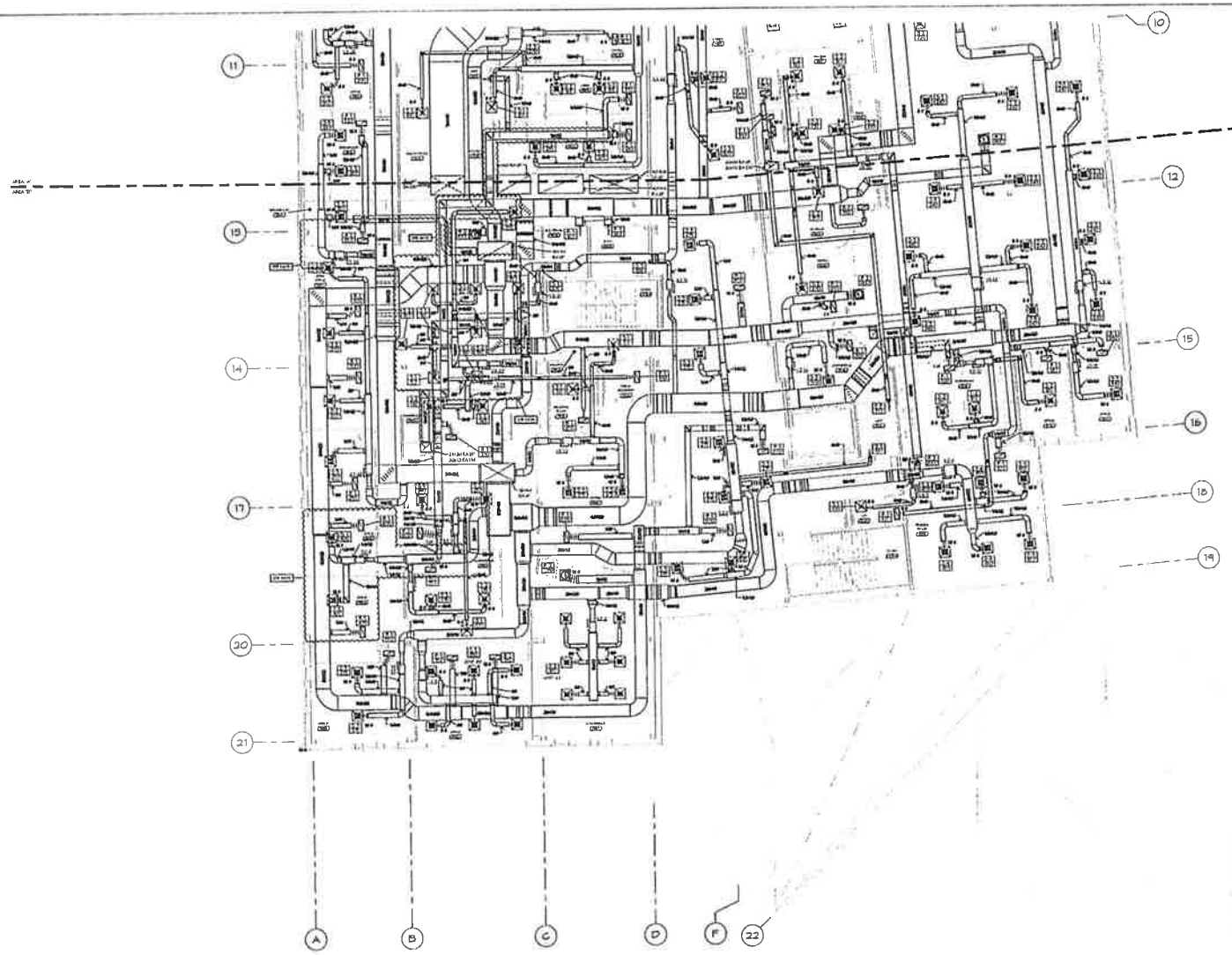
Date:
APRIL 22ND, 2016

Revision Date:
4-4-17

Job Number:
2015231

Sheet Name:
THIRD FLOOR VENTILATION PLAN - A

Sheet Number:
M4.7



THIRD FLOOR PLAN - VENTILATION

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Office (701) 239-1198
Fax (701) 239-9043
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ONE

Project:

NEW FARGO CITY HALL
CITY OF FARGO
Fargo, North Dakota

Location:
8 Seventh St. N.
Fargo, ND 58102

Drawn By:
JF/TA/TE

Date:
APRIL 22ND, 2016

Revision Date:
4-17-17

Job Number:
2015231

Sheet Name:
THIRD FLOOR VENTILATION PLAN - B

Sheet Number:
M4.8

205 40th STREET SOUTHWEST
FARGO, NORTH DAKOTA 58103
PHONE: 701.282.5900
FAX: 701.281.0819

June 16, 2017

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

RE: New Fargo City Hall
PR M10

Dear Mr. Stroh
Please find listed below our costs associated with PR M10.

Sheet Metal Materials:		
Original boiler venting:		($ 8,100)
PR-10 boiler venting:		$ 10,700
	Add:	$ 2,600
	Tax:	$ 195
	Subtotal:	$ 2,795
Sheet Metal Labor:	13 Hours:	$ 819
Mechanical Insulation		$ 1,750
	Subtotal:	$ 5,364
	Overhead:	$ 536
	Profit:	$ 295
	Bond:	$ 68
	Grand Total Add:	**$ 6,263**

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

Sincerely,
ROBERT GIBB & SONS, INC.

Ed Thvedt

OBERMILLER NELSON
ENGINEERING

PROPOSAL REVIEW – M10

Date	6/20/17
Project #	2015231
Project Name	Fargo City Hall
Project Location	Fargo, ND

The proposal response is directly correlated with the latest version of the RSMeans Cost Data literature available, by contacting local venders for available list pricing, and our knowledge in similar projects and/or typical experiences. Included in our interpretation of the associated costs is the RSMeans city cost index multiplier of the area associated with this proposal request.

After review Obermiller Nelson Engineering [X] Agree [ ] Disagree

The proposal request was to revise the location of the boilers and water heaters in the mechanical penthouse to allow 3 feet of clearance on all sides of the boiler as required by code. Domestic water piping, combustion air, and venting were rerouted for new equipment locations. The pricing submitted is reasonable for the work required.

Respectfully,
Obermiller Nelson Engineering, Inc.

Ross Young

Attachment(s): PR M10 Pricing
Cc: File

F:\Projects\2015231\CA\PROPOSAL REQUEST\MECH\2015231 PR M10 - Boiler Clearances\2015231 PR M10 - response.docx

OBERMILLER NELSON
ENGINEERING

PROPOSAL REQUEST – M10

Date	4/10/17
Project #	2015231
Project Name	Fargo City Hall
Project Location	Fargo, ND
Description	Boiler Clearances

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.

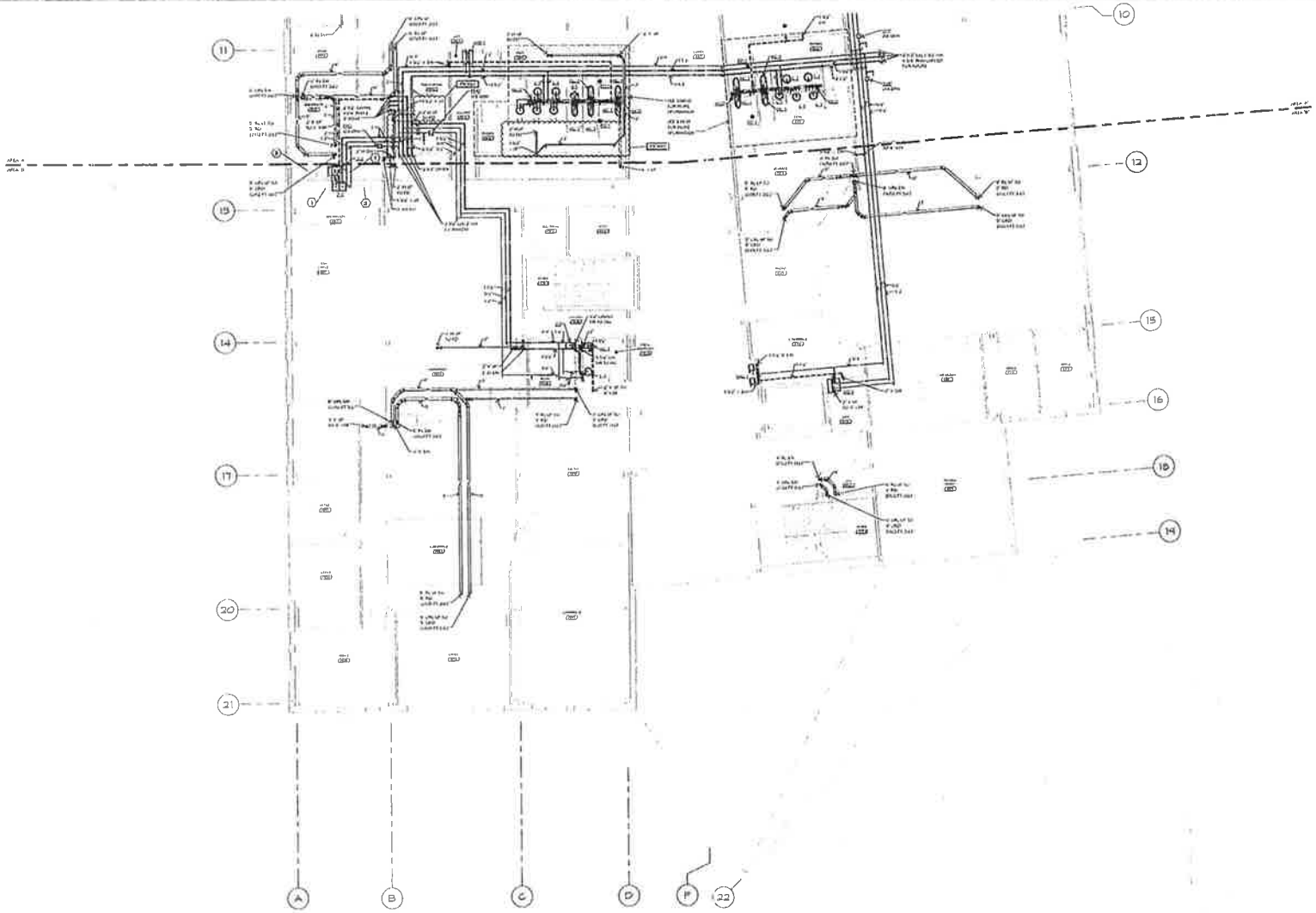
State the amount to be added to the contract to revise the location of water heaters WH-1 and WH-2. Boilers B-1, B-2 and B-3 shall be adjusted to allow a minimum of 3 feet of clearance on all sides of the boilers. Piping and venting shall be revised for new boiler and water heater locations. See attached revised sheets.

Respectfully,
Obermiller Nelson Engineering, Inc.

Ross Young

Attachment(s): M1.10, M1.12, M3.10, M4.10, M5.2
Cc: File

F:\Projects\2015231\CA\PROPOSAL REQUEST\MECH\2015231 PR M10 - Boiler Clearances\2015231 PR M10 - Boiler Clearances.docx



PLUMBING FIXTURE ROUGH-IN CONNECTION SCHEDULE

FIXTURE	WASTE	VENT	CW	HW
[illegible]			[illegible]	
[illegible]	[illegible]			
[illegible]	[illegible]	[illegible]		
[illegible]	[illegible]	[illegible]		
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]			
[illegible]	[illegible]			

PLUMBING SHEET NOTES:

1. [illegible]
2. [illegible]

THIRD FLOOR PLAN - PLUMBING

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Project:

NEW FARGO CITY HALL
CITY OF FARGO
Fargo, North Dakota

Location:
8 Seventh St. N
Fargo, ND 58102

Drawn By:
JF/TA/TE

Date:
APRIL 22ND, 2016

Revision Date:
4-10-17

Job Number:
2015231

Sheet Name:
THIRD FLOOR
PLUMBING PLAN - B

Sheet Number:
M1.10

205 40th STREET SOUTHWEST
FARGO, NORTH DAKOTA 58103
PHONE: 701.282.5900
FAX: 701.281.0819

June 2, 2017

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

RE: New Fargo City Hall
PR M11

Dear Mr. Stroh
Please find listed below our costs associated with PR M11.

Plumbing Materials:		$ 1,100
	Tax:	$ 83
Plumbing Labor:	32 Hours:	$ 2,080
	Subtotal:	$ 3,263
	Overhead:	$ 326
	Profit:	$ 179
	Bond:	$ 41
	Grand Total Add:	**$ 3,809**

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

Sincerely,
ROBERT GIBB & SONS, INC.

Ed Thvedt

OBERMILLER NELSON
ENGINEERING

PROPOSAL REVIEW – M11

Date	6/20/17
Project #	2015231
Project Name	Fargo City Hall
Project Location	Fargo, ND

The proposal response is directly correlated with the latest version of the RSMeans Cost Data literature available, by contacting local venders for available list pricing, and our knowledge in similar projects and/or typical experiences. Included in our interpretation of the associated costs is the RSMeans city cost index multiplier of the area associated with this proposal request.

After review Obermiller Nelson Engineering [X] Agree [ ] Disagree

The proposal request was to provide a floor sink in the added fire pump room and tie into the underground waste upstream of closest check valve. Vent piping was tied into the closest vent main. The pricing submitted is appropriate for the work required.

Respectfully,
Obermiller Nelson Engineering, Inc.

Ross Young

Attachment(s): PR M11 Pricing
Cc: File

F:\Projects\2015231\CA\PROPOSAL REQUEST\MECH\2015231 PR M11 - Fire Pump Room\2015231 PR M11 - response.docx

OBERMILLER NELSON
ENGINEERING

PROPOSAL REQUEST – M11

Date	5/22/17
Project #	2015231
Project Name	Fargo City Hall
Project Location	Fargo, ND
Description	Fire Pump Room

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.

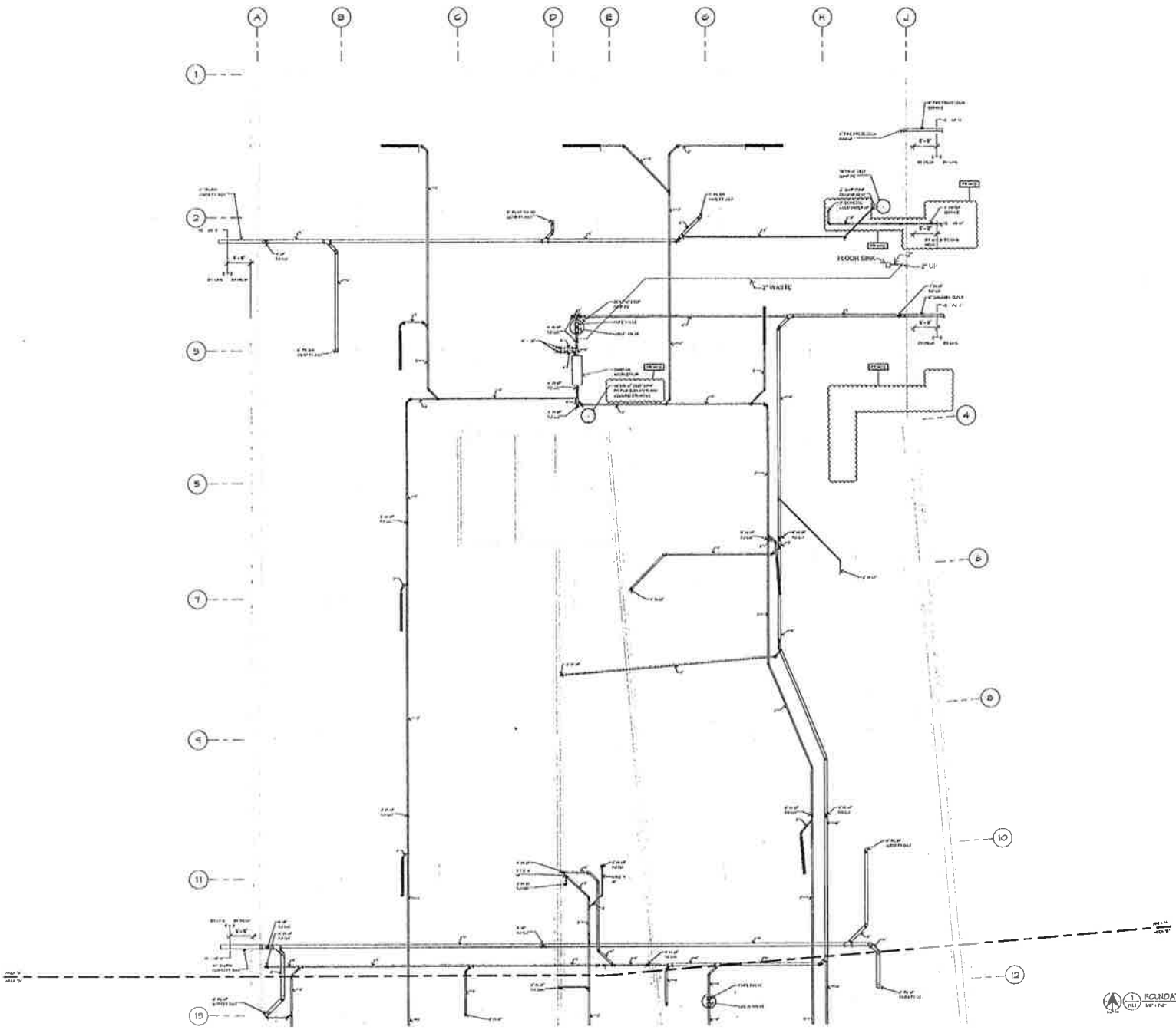
State the amount to be added to the contract to revise location of fire protection riser, fire pump, jockey pump, dry system valve and air compressor to the added fire pump room. Provide floor sink in fire pump room as shown on attached drawings. Floor sink shall be centered north and south within the room and shall be approximately 3'-0" off of the east wall of the room. Floor sinks shall be Smith 3003NB, 8"deep, Type 304 stainless steel construction, furnished with polished nickel-bronze (1/2) grate and stainless steel dome strainer. Furnish separate deep seal trap. Furnish clamping devices wherever waterproof membranes are required. The sizes of the drains shall be determined by the branch sizes indicated on the drawings. Acceptable manufacturers shall be Josam, Zurn, Wade, Watts or an approved equal.

Respectfully,
Obermiller Nelson Engineering, Inc.

Ross Young

Attachment(s): M1.1, M1.3
Cc: File

F:\Projects\2015231\CA\PROPOSAL REQUEST\MECH\2015231 PR M11 - Fire Pump Room\2015231 PR M11 - Fire Pump Room.docx



1 FOUNDATION PLAN - PLUMBING

PLUMBING FIXTURE ROUGH-IN CONNECTION SCHEDULE

FIXTURE	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]			[illegible]	
[illegible]	[illegible]			
[illegible]	[illegible]	[illegible]		
[illegible]	[illegible]	[illegible]		
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]			[illegible]	
[illegible]	[illegible]			
[illegible]	[illegible]			

[illegible]

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Fargo, ND 58102
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Fax (701) 239-0643
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Project:

NEW FARGO CITY HALL
CITY OF FARGO
Fargo, North Dakota

Location:
8 Seventh St. N.
Fargo, ND 58102

Drawn By:
JF/TA/TE

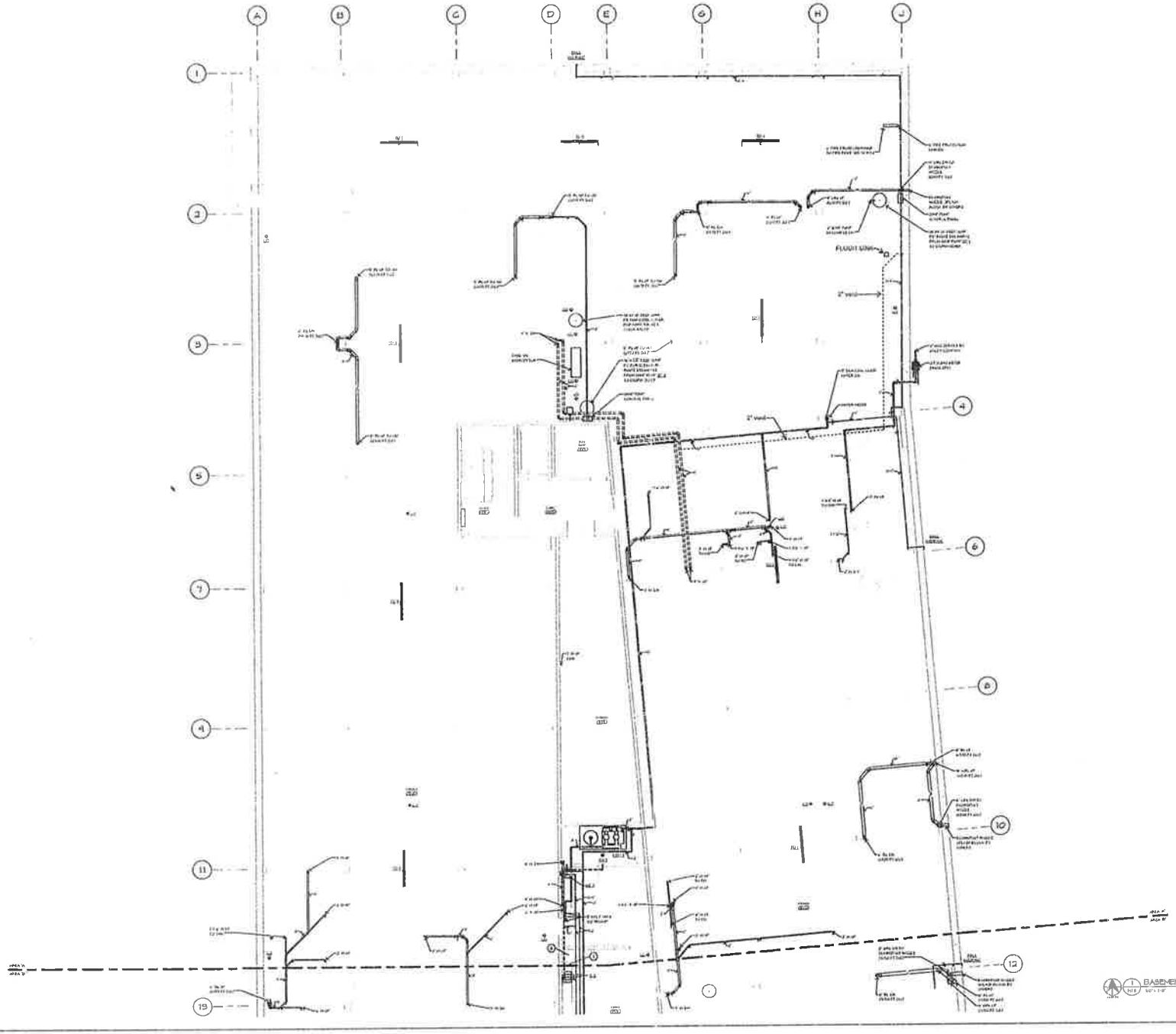
Date:
APRIL 22ND, 2016

Revision Date:
8-29-16

Job Number:
2015231

Sheet Name:
FOUNDATION
PLUMBING PLAN - A

Sheet Number:
M1.1



BASEMENT FLOOR PLAN - PLUMBING

PLUMBING FIXTURE ROUGH-IN CONNECTION SCHEDULE

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*: Fargo City Hall Fargo, ND	**CHANGE ORDER NUMBER:** Elec #005	OWNER: ☒
	DATE: 7/25/17	ARCHITECT: ☒
TO CONTRACTOR *(Name and address)*: Sun Electric Inc 411 39th St NW Fargo, ND 58102	**ARCHITECT'S PROJECT NUMBER:** 2015.49	CONTRACTOR: ☒
	CONTRACT DATE: 6/7/16	FIELD: ☐
	CONTRACT FOR: Electrical Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

E08: Training Room D319: Provide two duplex receptacles at each FPM box in Rom E319. Connect all FPM box receptacles a new 20A circuit from panel L34. Provide an additional recessed flat panel display box below the windows on the east side. Verify box height on site with architect. Provide 1 data and 1 TV jack in the FPM box. Relocate one of the Type C floor boxes from room W337 to room E319 and install with the same conduits and devices as the Type E boxes. Provide (1) additional Type E floor box in the room with 4 data. Provide (2) duplex receptacles in the floorbox. Connect the new floor box and the relocated box from W337 to a new circuit from panel L34. Revise all Type E floorboxes in Room E319 to have 4 data installed. After the above changes, there will be (8) Type E floorboxes and (1) Type C floorbox.
ADD $6,372.00

E09: Floor plan revisions for the lighting and lighting control.
ADD $22,703.00

The original Contract Sum was	$	2,607,000.00
The net change by previously authorized Change Orders	$	13,812.00
The Contract Sum prior to this Change Order was	$	2,620,812.00
The Contract Sum will be increased by this Change Order in the amount of	$	29,075.00
The new Contract Sum including this Change Order will be	$	2,649,887.00

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.

ARCHITECT	CONTRACTOR	OWNER
T.L. Stroh Architects, Ltd *(Firm name)*	Sun Electric Inc *(Firm name)*	City of Fargo *(Firm name)*
8 Seventh St N., Fargo, ND 58102 *ADDRESS*	411 39th St NW Fargo, ND 58102 *ADDRESS*	200 3rd St. N., Fargo, ND 58102 *ADDRESS*
BY (Signature)	*BY (Signature)*	*BY (Signature)*
Terry L. Stroh *(Typed name)*	Hanson Clyde *(Typed name)*	*(Typed name)*
7/25/17 *DATE*	7-27-17 *DATE*	*DATE*

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User Notes: (1098216022)

SUN ELECTRIC, INC.

Industrial - Commercial

July 3, 2017

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

Re: New Fargo City Hall

Proposal Request – E08

Proposal is labor and material for electrical work associated with the training room E319 as described in PR-E08.

Proposed Price----------Add $6,372.00

Respectfully submitted,

Tyler Wanzek
Project Manager

411 39th Street NW Fargo, ND 58102 Telephone: 701-281-9140 Fax: 701-281-9194
Email: twanzek@suninc.us

Bid Summary Report

Fargo City Hall Estimator: Ryan Job #812

Job Name: Fargo City Hall

Contractor:

Estimator: Ryan

Notes:

Bid Date: 5/26/16

	Material			Labor		
Summary Description	Extended	%	Adjusted	Extended	%	Adjusted
PR E08	$301.87	100.00%	$301.87	20.36	100.00%	20.36

Top Sheet

Raw Cost	$5,352.47	Sales per Month	$0.00
Tax	$96.06	Return per Month	$0.00
Raw Cost with Tax	$5,448.53	Price per Square Foot	$0.00
Overhead	$535.25	Hours per Square Foot	0.00
Profit	$294.39	Square Feet	0.00
Total Return Amount	$829.63	Job Months	0.00
Total Return %	13.02%	Hours per Week	40.00
Price	$6,278.16	Workers per Day	0.00
Bond	$94.17	Total Hours	20.36
Sell Price	**$6,372.33**	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 Rate	Burden Percent	Labor Cost
ND Journeyman	100.00%	20.36	$60.00	$0.00	0.00%	$1,221.60
Totals	100.00%	20.36	$60.00	$0.00	0.00%	$1,221.60

Mark Ups

	Total		OVERHEAD %		OVERHEAD Amount		PROFIT %	PROFIT Amount
Materials	$301.87	+	10.00%		$332.05	+	5.00%	$348.65
Labor	$1,221.60	+	10.00%		$1,343.76	+	5.00%	$1,410.95
Supplier Quotes	$3,829.00	+	10.00%		$4,211.90	+	5.00%	$4,422.50
SubContractors	$0.00	+	10.00%		$0.00	+	5.00%	$0.00
Direct Job Expense	$0.00	+	10.00%		$0.00	+	5.00%	$0.00
Equipment Rental	$0.00	+	10.00%		$0.00	+	5.00%	$0.00

Bid Summary Report

Fargo City Hall Estimator: Ryan Job #812

Totals	$5,352.47	10.00%	$5,887.71	5.00%	$6,182.10

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	$301.87	7.50%	$22.64
Labor	$1,221.60	0.00%	$0.00
Supplier Quotes	$3,829.00	7.50%	$73.43
SubContractors	$0.00	0.00%	$0.00
Direct Job Expense	$0.00	0.00%	$0.00
Equipment Rental	$0.00	0.00%	$0.00
		Total Tax:	$96.06

Supplier Quotes

Name	Supplier	Tax (7.5 %)	Unit Cost	Multiplier	Amount
Floor Boxes	BSE	Yes	$979.00	1.00	$979.00
Data	data tech	No	$2,850.00	1.00	$2,850.00
				Total:	$3,829.00

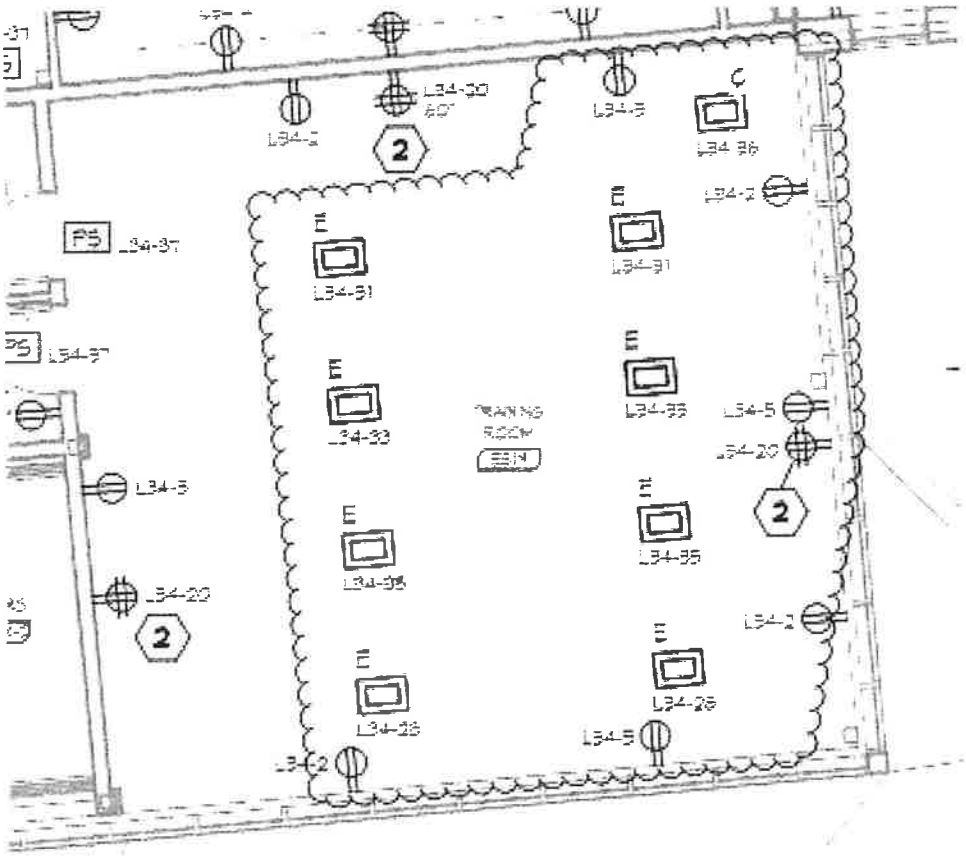
OBERMILLER NELSON
ENGINEERING

PROPOSAL REQUEST – E08

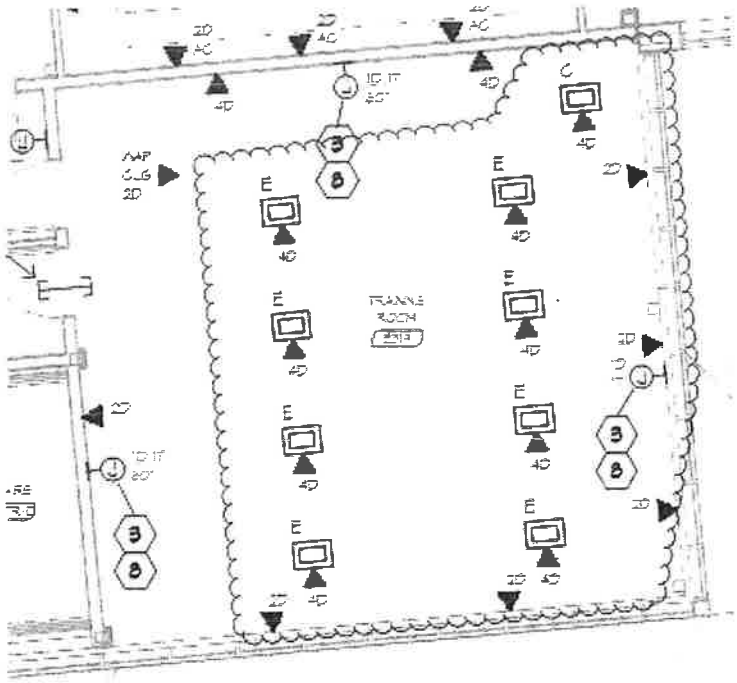
Date	04-17-17
Project #	2015231
Project Name	New Fargo City Hall
Project Location	Fargo, ND
Description	Training Room E319

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.

1. Sheet E3.8: Provide two duplex receptacles at each FPM box in room E319 (boxes were shown on E4.8, but not power). Connect all FPM box receptacles a new 20A circuit from panel L34 (utilize 20/1 spare breakers). See the below image.



2. Sheet E4.8: Provide an additional recessed flat panel display box below the windows (include factory front removable cover) on the east side. Verify box height on site with architect. Provide 1 data and 1 TV jack in the FPM box (similar to the others in the room). See below image.



1. Sheet E3.8, E4.8:
   a. Relocate one of the type C floorboxes from room W337 to room E319 and install with the same conduits and devices as the type E boxes (provide two duplex receptacles, 4 data). (They type C and type E are the same boxes except for the conduit quantity).
   b. Provide (1) additional type E floorbox in the room with 4 Data. Provide (2) duplex receptacles in the floorbox. Circuit as indicated.
   c. Connect the new floorbox and the relocated box from W337 to a new circuit from panel L34 as indicated.
   d. Revise all type E floorboxes in room E319 to have 4 data installed.
   e. After the above changes there will be (8) type E floorboxes and (1) type C floorbox in room E319. In room W337, there will be only (1) type C floorbox. See architectural supplementary instructions for the locations and layout of all floorboxes.

Respectfully,
Obermiller Nelson Engineering, Inc.

Tony Nelson

Attachment(s): None.
Cc: ONE File.

SUN ELECTRIC, INC.

Industrial - Commercial

July 3, 2017

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

Re: New Fargo City Hall

Proposal Request – E09

Proposal is labor and material for electrical work associated with the floor plan revisions as described in PR-E09.

Proposed Price----------Add $22,703.00

Respectfully submitted,

Tyler Wanzek
Project Manager

411 39th Street NW Fargo, ND 58102 Telephone: 701-281-9140 Fax: 701-281-9194
Email: twanzek@suninc.us

Bid Summary Report

Fargo City Hall Estimator: Ryan Job #812

Job Name: Fargo City Hall

Contractor:

Estimator: Ryan

Notes:

Bid Date: 5/26/16

	Material			Labor		
Summary Description	Extended	%	Adjusted	Extended	%	Adjusted
PR E09	$272.08	100.00%	$272.08	37.37	100.00%	37.37

Top Sheet

Raw Cost	$18,447.80	Sales per Month	$0.00
Tax	$1,060.53	Return per Month	$0.00
Raw Cost with Tax	$19,508.33	Price per Square Foot	$0.00
Overhead	$1,844.78	Hours per Square Foot	0.00
Profit	$1,014.63	Square Feet	0.00
Total Return Amount	$2,859.41	Job Months	0.00
Total Return %	12.59%	Hours per Week	40.00
Price	$22,367.74	Workers per Day	0.00
Bond	$335.52	Total Hours	37.37
Sell Price	**$22,703.25**	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 Rate	Burden Percent	Labor Cost
ND Journeyman	100.00%	37.37	$60.00	$0.00	0.00%	$2,242.38
Totals	100.00%	37.37	$60.00	$0.00	0.00%	$2,242.38

Mark Ups

	Total		OVERHEAD %		OVERHEAD Amount		PROFIT %	PROFIT Amount
Materials	$272.08	+	10.00%		$299.29	+	5.00%	$314.25
Labor	$2,242.38	+	10.00%		$2,466.62	+	5.00%	$2,589.95
Supplier Quotes	$15,933.34	+	10.00%		$17,526.67	+	5.00%	$18,403.01
SubContractors	$0.00	+	10.00%		$0.00	+	5.00%	$0.00
Direct Job Expense	$0.00	+	10.00%		$0.00	+	5.00%	$0.00
Equipment Rental	$0.00	+	10.00%		$0.00	+	5.00%	$0.00

Bid Summary Report

Fargo City Hall Estimator: Ryan Job #812

Totals	$18,447.80	10.00%	$20,292.58	5.00%	$21,307.21

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	$272.08	7.50%	$20.41
Labor	$2,242.38	0.00%	$0.00
Supplier Quotes	$15,933.34	7.50%	$1,040.13
SubContractors	$0.00	0.00%	$0.00
Direct Job Expense	$0.00	0.00%	$0.00
Equipment Rental	$0.00	0.00%	$0.00
		Total Tax:	$1,060.53

Supplier Quotes

Name	Supplier	Tax (7.5 %)	Unit Cost	Multiplier	Amount
Fixtures/ Controls	Graybar	Yes	$12,907.00	1.00	$12,907.00
Floor Boxes	BSE	Yes	$480.67	2.00	$961.34
Data	data tech	No	$2,065.00	1.00	$2,065.00
				Total:	$15,933.34

OBERMILLER NELSON
ENGINEERING

PROPOSAL REQUEST – E09

Date	05-18-17
Project #	2015231
Project Name	New Fargo City Hall
Project Location	Fargo, ND
Description	Floor Plan Revisions – Electrical Changes

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.

Note that the below quantities and descriptions are intended to specifically identify the scope of work shown on the attached revised drawings. Though effort was put in to make the below information as correct as possible, there may be some discrepancies between the descriptions and what is shown on the drawings. If discrepancies arise, bring to the attention of engineer for clarification.

Below is a list of revisions proposed for the lighting and lighting control portion of the project. Pricing shall include all revisions required to the power and lighting control circuitry.

ITEM NO. 1 SHEET E2.3

E110 – Conference

1. Delete (2) type AH12'-0 luminaires.
2. Delete (1) stand alone low voltage dimmer switch.
3. Delete (1) stand alone occupancy sensor.
4. Provide (3) type AS8'-0 luminaires.
5. Provide (1) dual technology network occupancy sensor.

E115 – Conference

1. Delete (1) LVD switch.

ITEM NO. 2 SHEET E2.4

E115 – Waiting

1. Room to be eliminated.
2. Delete (9) type G2 downlights.
3. Delete (2) type L1-6' wall mounted luminaires.
4. Delete type approximately 70 feet of type 'T' tape light located above cove and all associated power supplies for tape light.
5. Delete (3) type J1-6' luminaires.
6. Remove existing type 'G1' luminaire from circuit H12-5 & reconnect to emergency circuit HEM1-2.
7. Provide (3) type AS8'-0 & (1) type ASE8'-0 luminaires.

ITEM NO. 3 SHEET E2.5

W201 – Office
1. Delete (1) type AH8'-0 luminaire.
2. Provide (2) type AS8'-0 luminaires.
3. Delete stand alone type DT90 occupancy sensor.
4. Provide stand alone type DTC occupancy sensor.

W204 – Office Conference
1. Provide (1) type AH8'-0 luminaire.
2. Delete stand alone type DT90 occupancy sensor.
3. Provide stand alone type DTC occupancy sensor.

W212 – Workroom Office
1. Delete (2) type 'B4S' luminaires.
2. Delete (4) type 'K2' luminaires.
3. Delete (2) stand alone low voltage switches.
4. Delete (1) ceiling mounted stand alone DTC occupancy sensor.
5. Provide (1) type 'AH8'-0' luminaire.
6. Provide (1) stand alone low voltage dimmer switch.
7. Provide (1) stand alone type DT90 occupancy sensor.

W213 – Conference Office
1. Delete (1) type AH12'-0 luminaire.
2. Delete (1) stand alone type DTC occupancy sensor.
3. Provide (1) type AH8'-0 luminaire.
4. Provide (1) stand alone type DT90 occupancy sensor.

W214 – Conference Office
1. Provide approximately 10 feet of type 'T' cove lighting to revised configuration.

W215 – (Reception) Workroom
1. Delete (3) type AS8'-0 luminaires.
2. Delete (1) network ceiling mounted type DTCN occupancy sensor.
3. Delete (3) type L1-6' luminaires.
4. Delete (2) network type low voltage switches.
5. Provide (3) type 'B4S' luminaires.
6. Provide (4) type 'K2' luminaires.
7. Provide (1) stand alone ceiling mounted type DTC occupancy sensor.
8. Provide (2) stand alone low voltage switches.

W216 – Open Office Reception
1. Delete (2) type B2H luminaires located at west end hallway work area.
2. Delete (2) stand alone low voltage type OS switches.
3. Provide (1) network ceiling mounted type DTCN occupancy sensor.
4. Provide (2) network low voltage switches.

W216 – Open Office Reception

1. Delete (2) type B2S luminaires.
2. Delete (1) type E2 exit sign.
3. Delete (6) stand alone type DT180 occupancy sensor.
4. Provide (1) type E1 exit sign.
5. Provide (5) network ceiling mounted type DTCN occupancy sensor.
6. Provide (2) network low voltage switches for switch 'kq' loads.

E201 – Conference

1. Relocate stand alone low voltage dimmer switch.

E204 – Open Office

1. Delete (8) type AS12'-0 luminaires.
2. Delete (1) type G1 luminaire.
3. Delete (1) type AS12'-3 luminaire.
4. Delete (1) type ASE8'-0 luminaire.
5. Provide (1) type ASE12'-3 luminaire.
6. Provide (1) type ASE12'-0 luminaire.
7. Provide (1) type AS8'-0 luminaire.
8. Provide (2) type AS4'-0 luminaires.

E204A – Waiting

1. Provide (4) type G2 luminaires.
2. Provide dimming relay control for switch 'hp' network lighting control.
3. Provide dimming relay control for switch 'hq' network lighting control for type 'G2' luminaires.
4. Provide 60 linear feet of type 'T' ribbon tape type of lighting along with required power supplies.
5. Provide dimming relay control for switch 'hs' network lighting control for type 'T1' cove lighting.
6. Provide (1) type L1-7' luminaire over counter surface.
7. Provide (1) type L1-4' luminaire over counter surface.
8. Provide dimming relay control for switch 'hr' network lighting control for type L1-7' and L1-4' luminaires.
9. Provide network low voltage switch control for control of loads 'hp/hq'.
10. Provide (1) network ceiling mounted type DTCN and connection to network lighting control system.

E204B – Conference

1. Provide (3) type AH12'-0 luminaires.
2. Provide (1) stand alone low voltage ceiling mounted type DTC occupancy sensor.
3. Provide (1) stand alone low voltage dimmer switch.

A201 - Lobby (Adjacent to new E204A - Waiting)

1. Provide (1) type G1 luminaire.
2. Provide (3) type J1-4' luminaires.

ITEM NO. 1 SHEET E2.8

W324 - (Office) Open Office

1. Delete (4) type AH8'-0 luminaire.
2. Delete (2) stand alone low voltage dimmer switches.
3. Delete (2) stand alone low voltage type DTC occupancy sensors.

W324 - Open Office W331 north Open Office

1. Delete (1) type AS12'-0 luminaire.
2. Delete (1) type ASE12'-0 luminaire.
3. Delete (1) type AS8'-0 luminaire.
4. Provide (3) type AS12'-3 luminaires.
5. Provide (1) type ASE12'-3 luminaire.
6. Provide (2) network low voltage type DTCN occupancy sensors.
7. Provide (12) type BH1 luminaires. Two luminaire per modular office. (Refer to attached cutsheet for luminaire information).
8. Provide (6) stand alone digital low voltage dual technology 0-10V dimmer switch with integral PIR/microphonic sensor and power supply as required. Dimmer to be nLight nWSX PDT LV DX, color to match adjacent devices in the area. One switch control per modular office. (Refer to attached cutsheet for device information).

W327 - Workroom

1. Delete (4) type 'K2' luminaires.
2. Delete (1) stand alone low voltage switch.

W331A - Storage Room (deleted)

1. Delete (1) type D4 luminaire.
2. Delete (1) stand alone low voltage type OS switch.

Miscellaneous

1. Change circuiting in Area 'A' for general lighting from HEM12-5 to H21-5.
2. Change circuiting in Area B for general lighting from H12-6 to H21-5.
3. Networked Lighting control Load Schedule - Changed load description for switch 'hd' to E204 Open Office North.
4. Add luminaire type 'B1H' to luminaire schedule (refer to attached partial luminaire schedule for information).

ITEM NO. 2 GENERAL NOTE

A. See Architectural plans for all floor box locations. All of the floor boxes have been moved to locations previously indicated on the Architectural supplemental instructions. Note: not all floor boxes have been clouded. Two poke through floor boxes are currently not shown on plans but shall be added as indicated on the attached drawings and below. See attached and below for more information.

ITEM NO. 3 SHEET E3.3

1. Modify device location(s) as indicated on attached drawing.

2. Provide (2) wall mounted modular furniture connections. Connect to (2) 20/1 spare circuit breakers at panel L14 (L14-50,52). Provide additional 20A circuit to panel L14 (L14-48) as indicated.
3. Omit (5) duplex receptacles, (2) Type "A" floor boxes.
4. Conference room & circuits LPST11-1,3 moved to second floor.

ITEM NO. 4 SHEET E3.4

1. Modify device location(s) as indicated on attached drawing.
2. Provide (2) wall mounted modular furniture connections. Connect to (2) 20/1 spare circuit breakers at panel L14 (L14-44,46).
3. Omit (1) power supply/ connection.

ITEM NO. 5 SHEET E3.5

1. Modify device location(s) as indicated on attached drawing.
2. Provide (1) additional double duplex & (8) duplex receptacles.
3. Provide (1) power supply/ connection for door security.
4. Omit (3) wall mounted modular furniture connections & (4) 20/1 circuit (L21-7,9,11,17).
5. Omit (1) Type "D" floor box, (1) 20/1 circuits (L21-37). (2) floor boxes currently not shown, but noted to be added. See revised sheet for more information.

ITEM NO. 6 SHEET E3.8

1. Modify device location(s) as indicated on attached drawing.
2. Omit (2) wall mounted modular furniture connections.
3. Provide (6) full height modular furniture connections & (2) duplex receptacles.
4. Omit (2) double duplex receptacles & (1) duplex.

ITEM NO. 7 SHEET E4.3

1. Modify device location(s) as indicated on attached drawing.
2. Omit (2) 2D data outlets.
3. Provide (2) 4D wall mounted modular furniture connections & (4) data outlet rough-ins.
4. Omit (2) Type "A" floor boxes, (1) j-box for future scheduling monitor (sheet note #3), (4) 2D data outlets, (1) j-box (w/ 1D, 1T) (sheet note #8), & (1) Raco 255 box (sheet note #7).

ITEM NO. 8 SHEET E4.4

1. Modify device/ equipment location(s) as indicated on attached drawing.
2. Omit (2) 2D data outlets.
3. Provide (2) 2D wall mounted modular furniture connections & (2) data outlet rough-ins.
4. Revise cable tray routing as indicated.

ITEM NO. 9 SHEET E4.5

1. Modify device location(s) as indicated on attached drawing.
2. Provide (1) additional 2D data outlet & omit (1) 1D.
3. Omit (4) 2D wall mounted modular furniture connections & (4) data outlet rough-ins.
4. Provide (2) Type "C" floor boxes w/ 2D each, (1) 2D, CLG, WAP outlet, (4) 2D data outlets, (1) J-box (w/ 1D, 1T) (sheet note #7), (1) Raco 255 box (sheet note #6), (1) j-box for future scheduling monitor (sheet note #13)
5. Added sheet note #2 "See typical large conference room comm detail."
6. Provide (2) additional 4" conduits for routing data cables & revise cable tray routing.

7. Provide (1) 4D wall mounted modular furniture connection.
8. Omit (1) Type "D" floor box and (8) data cables. (2) floor boxes currently not shown, but noted to be added. See revised sheet for more information.

ITEM NO. 10 SHEET E4.8

1. Modify device location(s) as indicated on attached drawing.
2. Omit (2) 4D wall mounted modular furniture connections.
3. Provide (6) full height modular furniture connections.

ITEM NO. 11 SHEET E5.3

1. Modify device location(s) as indicated on attached drawing.

ITEM NO. 12 SHEET E5.4

1. Omit (1) door security rough-in w/ card reader, push button (note 1).

ITEM NO. 13 SHEET E5.5

1. Modify device locations as indicated on attached drawing.
2. Omit (1) FA speaker strobe.
3. Provide door security rough-in w/ card reader, push button (note 1).

ITEM NO. 14 SHEET E5.8

1. Provide (1) additional FA speaker strobe in room W328 & modify device locations as indicated on attached drawing.

Respectfully,
Obermiller Nelson Engineering, Inc.

Tony Nelson

Attachment(s): Sheets E2.3, E2.4, E2.5, E2.8, E3.3, E3.4, E3.5, E3.8, E4.3, E4.4, E4.5, E4.8, E5.3, E5.4, E5.5, & E5.8.
Cc: ONE File.

VERSAFORM
1'X4' LED

Unlock your **vision**

DIRECT, BEAM SHAPING LIGHT GUIDE WITH STEPPED DIFFUSER
CRI >80 3500K, 4000 lm

Project:	Fargo City Hall
Spec Type:	B1H
Catalog No:	4114 D1 ST L 8B D S 1 2
Qty	
Line Notes:	

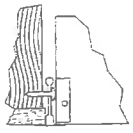
Ordering guide

Product Type	Version	Configuration	Light Source *	CRI/CCT	Lumens *	Housing	Wiring †	Voltage	Driver
4114		ST	L	8B	D				
VersaForm 1'x4' LED	D1 Standard T Grid D2 Slot T Grid	ST Standalone	L LED	8C CRI 80 3000K 8B CRI 80 3500K 8A CRI 80 4000K 9B CRI 90 3500K	E 3000 lm D 4000 lm	S Standard (22ga.) C Chicago Plenum	1 1 cct 5 1 cct w/ BP 7 1 cct w/ Dimming	1 120V 2 277V 3 347V	E Standard Non-dimming

* Nominal values within a range. Consult ies file for exact color temp, lumens and distribution † Not all wiring types are available with all configurations. Consult factory for complete list of available options

Upgrades & Accessories Please indicate with check mark.

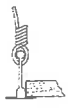
- ☐ Drywall Kit Trim Mount
- ☐ Flex Whip



Drywall Kit
Trim mount detail



Wood Frame
Can be mounted to wood frame or with hanger wire



Hanger Wire

Integrated Controls Please indicate with check mark.

- ☐ Response Daylight Sensor Single Zone (DS)
- ☐ Philips Actilume Occupancy Sensor (DO) (includes field commissionable daylight sensor)

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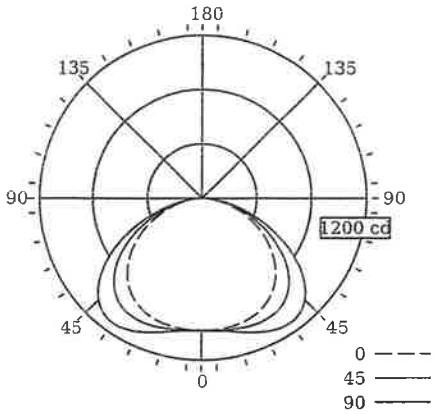
Specifications are subject to change without notice.
www.philips.com/luminaires

PHILIPS
LEDALITE

VERSAFORM
1'X4' LED

DIRECT, BEAM SHAPING LIGHT GUIDE WITH STEPPED DIFFUSER

Photometry



0% Up / 100% Down

Total Output	3629 lm
Efficacy	103.7 lm/W
CCT	3328K
CRI	82
R9	6
Distribution	0% Up / 100% Down
Spacing Criteria (0/90°)	1.39/1.70

Fixture photometry has been conducted by an NVLAP accredited testing laboratory in accordance with IESNA LM-79-08

IES files for this and other photometric options can be downloaded online at www.lightingproducts.philips.com

Candela Distribution

Vertical Angle	Horizontal Angle 0	22.5	45	67.5	90	Zonal Lumens
0	980	980	980	980	980	0
5	979	978	984	987	985	94
15	972	978	999	1019	1025	284
25	947	962	1016	1070	1091	470
35	884	911	998	1091	1129	526
45	768	801	904	1015	1065	599
55	602	631	719	817	863	546
65	407	426	482	545	577	481
75	213	220	245	274	287	263
85	56	54	57	57	53	56
90	0	0	0	0	0	0
95	0	0	0	0	0	0
105	0	0	0	0	0	0
115	0	0	0	0	0	0
125	0	0	0	0	0	0
135	0	0	0	0	0	0
145	0	0	0	0	0	0
155	0	0	0	0	0	0
165	0	0	0	0	0	0
175	0	0	0	0	0	0
180	0	0	0	0	0	0

Coefficients of Utilization (%)

RCR	Ceiling	80			70			50			0
	Wall:	70	50	30	70	50	30	50	30	10	0
0		119	119	119	116	116	116	111	111	111	100
1		108	103	99	106	101	97	97	94	91	83
2		98	90	83	97	88	81	84	79	74	68
3		89	78	70	87	77	69	73	67	61	57
4		81	69	60	79	67	59	65	57	52	48
5		74	61	52	72	60	51	58	50	44	41
6		68	55	45	66	54	45	52	44	38	35
7		63	49	40	61	48	40	47	39	33	31
8		59	45	36	57	44	36	43	35	30	27
9		55	41	32	53	40	32	39	32	26	24
10		51	38	29	50	37	29	36	29	24	22

Avg. Luminance (cd/m2)

Vertical Angle	Horizontal Angle 0	45	90
55	3570	4268	5120
65	3280	3878	4646
75	2800	3223	3777
85	2175	2224	1079

LED lighting facts®
A Program of the U.S. DOE

Philips Lighting

Light Output (Lumens)	3629
Watts	35
Lumens per Watt (Efficacy)	103
Color Accuracy Color Rendering Index (CRI)	82
Light Color Correlated Color Temperature (CCT)	3328 (Bright White)

Warm White | Bright White | Daylight

2700K 3000K 4500K 6500K

Warranty**	Yes

All results project LED Lumen Maintenance data according to IESNA LM-79-08 Approved Method for the Electrical and Photometric Testing of Solid-State Lighting. The U.S. Department of Energy (DOE) verifies product test data and results.

** See www.lightingfacts.com/products for details.

Registration Number: PHIL#IZ0225 (FTI) 2014
Model Number: 4MVFA#L35D
Type: Luminaire/Troffer/Grid Suitable

Electrical Specifications

Input Voltage	120V	277V
Input Power	35W	34.9W
Input Current	0.3A	0.14A
Power Factor	0.986	0.897
Total Harm. Distortion	14.7%	18.5%
Tested values – contact technical support for rated values. Off-state power zero unless certain controls are specified.		

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Specifications are subject to change without notice.
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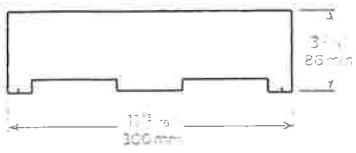
VERSAFORM
1'X4' LED

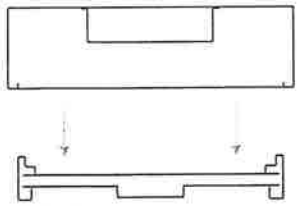
DIRECT, BEAM SHAPING LIGHT GUIDE WITH STEPPED DIFFUSER

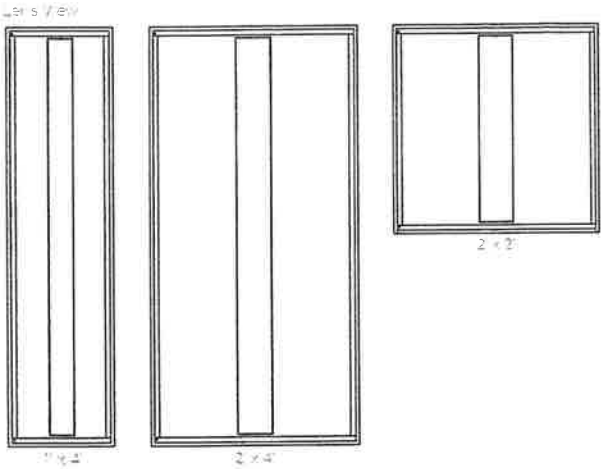
Options and Details

Cross Section

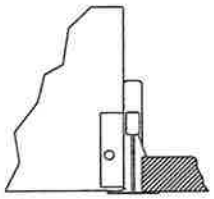


Housing





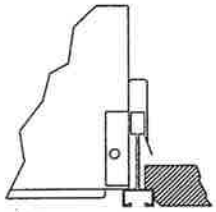
Mounting



Tee D1 option

D1 Standard T-Grid

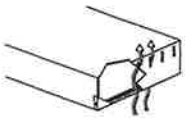
Option D1 works with 9/16" and 15/16" flat T-grid ceilings. It can also be used with slot T-grid ceilings, but it will not sit flush with the bottom of the T-bar.



Bolt Slot Tee D2 option

D2 Slot T-Grid

Option D2 is designed to sit close to flush with slot T-grid ceilings and some tegular tile ceiling types.



Air Return

Air return is available with the VersaForm 2'x2' & 2'x4' options. Vent area is finished in black.

Housing

Die-formed, post painted, 22 gauge cold-rolled steel. Wire entrance with additional knock-out available on top side for electrical connections.

Weight

Maximum: 2x2 = 24lb, 1x4 = 28lb, 2x4 = 38lb

Optical System

The optical frame assembly consists of integrated LED arrays edgelighting a light guide panel in order to deliver uniform controlled light through a lower lens. The optical frame ends are constructed from die-formed cold-rolled steel, assembled together with extruded aluminum profiles in a sturdy frame. The frame is hinged (side marked) to allow easy access to the inside of the fixture. Maintenance can be performed from below the ceiling.

Standard Driver

0-10V Dimming – 5-100%. Output is class 2 rated, contact factory for other options.

Lumen Maintenance

At an ambient temperature of 25°C, the LED lumen maintenance expectation is L_{70} (9k)> 54 kh. Reported according to IES TM-21 Addendum A methodology (9k LM-80 test duration)

Mounting

Recessed: Fixtures can be fastened directly to the T-bar grid and/or tied-off to the building structure.
Surface: Fixtures can be mounted over recessed junction box and side entry also available.

Electrical

Factory pre-wired with driver safety disconnect.

Wiring

Recessed: Optional flex whips are supplied in 6' lengths.
Surface: Standard wiring configurations available.

Approvals

Certified to UL, CSA, DLC & IES Standards. City of Chicago Approved CCEA (housing option C).

Finish

Housing and Frame painted, high quality, powder coated matte white only.

Environment

Rated for dry & damp locations in operating in ambient temperatures of 25°C. Certain luminaire components may be adversely affected by contaminants. Damage caused by sulfur, chlorine, petroleum based solutions or other contaminants are not covered under warranty.

Due to continuing product improvements, Philips Ledalite reserves the right to change the specifications without notice.

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Catalog Number nWSX PDT LV DX | Date | Project Fargo City Hall

OVERVIEW

The nWSX LV / nWSX PDT LV series nLight wall switch occupancy sensor provides a simple control solution for a small room, in particular one utilizing nLight enabled digital luminaires. Capable of detecting small motion up to 20 ft (6.10 m), this sensor is perfect for private offices, private rest rooms, copy rooms, closets or any small enclosed space. The nWSX LV uses Passive Infrared (PIR) detection while the nWSX PDT LV utilizes PIR/Microphonics Dual Technology (PDT). This stylish sensor can be programmed locally, via the front push-button(s), or remotely via the nLight SensorView software. The nWSX LV/nWSX PDT LV includes an integrated photocell (disabled by default).

FEATURES

- 100% digitial PIR detection, vandal resistant lens standard, includes wall plate (screwless sold separate)
- Push-button programmable, adjustable time delays, multiple operating modes
- Multiple nWSX sensors or WallPods can be used in 3 way(or greater) configurations w/o traveler wires
- Photocell standard (disabled by default) - Not available in night light versions
- Broadcasts occupancy, photocell, and switch information over a local and/or global nLight channel
- Remotely firmware upgradeable

CONTROL MODES

A control zone with an nWSX LV / nWSX PDT LV can operate in several modes:

1. Auto On / Auto Off (i.e. Fully Automatic)
2. Manual On (initial state) to Override On (with expiration timer)
3. Auto On (initial state) to Override On (with expiration timer)
4. Manual On / Automatic Off (i.e. Semi-Automatic)
5. Manual On (initial state) to Fully Automatic
6. Predictive Off Switch (returns zone to auto-on unless person remained in room after an off switch press)

*See MLO operation chart on page 2.

SPECIFICATIONS

Size:	2.74" H x 1.68" W x 1.63" D
Weight:	5 oz
Mounting:	Single gang switch box or low voltage ring
Bus power consumption:	< 3mA
Wires:	None
Temperature Rating:	0°C-60°C

RoHS Compliant, Title 24 component

Warranty

Five-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Note: Actual performance may differ as a result of end-user environment and application.
Specifications subject to change without notice.

A+ Capable

This item is an A+ capable component, which has been designed and tested to provide out-of-the-box luminaire compatibility with simple commissioning, when included as part of an A+ Certified™ Solution.

To learn more about A+, visit www.acuitybrands.com/aplus.

AcuityControls

nLight

nWSX LV
nWSX PDT LV
Low Voltage Wall Switch Occupancy Sensor



nWSX LV
nWSX PDT LV



nWSX LV NL
nWSX PDT LV NL



nWSX LV DX
nWSX PDT LV DX

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ORDERING INFORMATION

nWSX — **Example: nWSX LV WH LT**

Series		Night Light or Dimming		Color		Temp/Humidity	
nWSX LV	Passive Infrared	[blank]	None	WH	White	[blank]	Standard
nWSX PDT LV	Dual Technology	NL	Integrated night light	IV	Ivory	LT	Low temp
		DX	Raise/Lower dim control	GY	Gray		
				AL	Lt. Almond		

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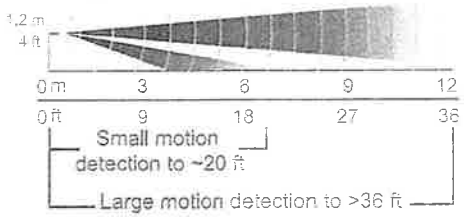
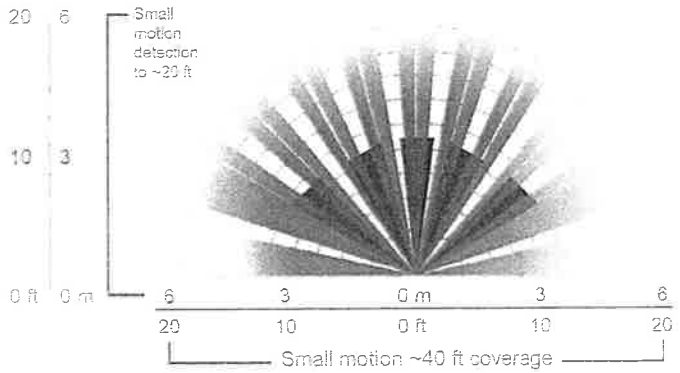
COVERAGE PATTERN

- Small Motion (e.g. hand movements) detection up to 20 ft (6.10 m)
- Large motion (e.g. walking) detection greater than 36 ft (10.97 m)
- Wall to Wall Coverage
- Passive Dual Technology (Microphonics) provides overlapping detection of human activity over the complete PIR coverage area. Advanced filtering is utilized to prevent non-occupant noises from keeping the lights on.

SIDE VIEW



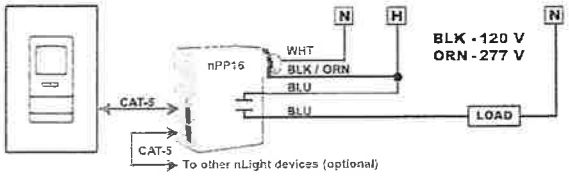
TOP VIEW



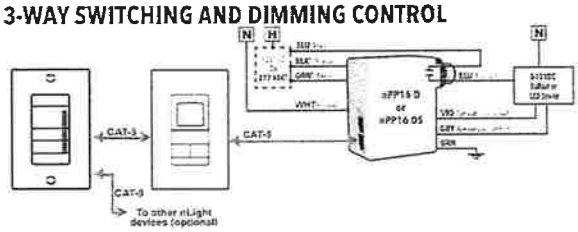
TYPICAL WIRING DIAGRAMS

Sensor power is provided via the CAT-5e connection to an nLight power pack/supply, nLight enabled digital luminaire, or nLight Bridge. T568B pin/pair assignments is recommended for CAT-5e cables.

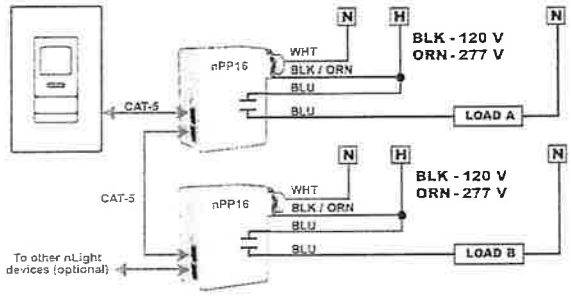
SINGLE LOAD SWITCHING



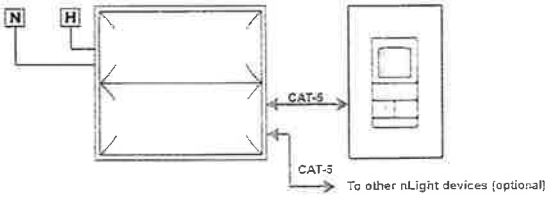
3-WAY SWITCHING AND DIMMING CONTROL



BI-LEVEL SWITCHING USING MULTI-LEVEL OPERATING MODE (MLO)



WIRING to nLIGHT ENABLED DIGITAL LUMINAIRE (e.g. RTLED)



NOTES:

- nLight enabled fixture must have **nIO LEDG/nIO EZ PH** for standalone operation
- Luminaires with **nIO LEDG ER/nIO EZ PH ER** require bus power from another device
- Provides on/off and continuous raise/lower dimming operation by default. For bi-level operation only program **nWSX LV / nWSX PDT LV** for Multi-Level Operating Mode (**MLO**)

MLO OPERATIONAL MODES

Additionally, an **nWSX LV / nWSX PDT LV** can be set to function in Multi-Level Operating Mode (**MLO**) which enables the user to select from multiple on/off lighting states using just the unit's single on/off button. This mode is designed specifically for bi-level applications and eliminates user confusion created when wall stations have multiple buttons. Several different transition sequences are available in order to comply with energy codes or user preference. Depending on the sequence selected and initial lighting state, every subsequent button push steps through states according to below table. **MLO** sequences are also available that enable high/low or low/high step operation via any nLight dimming output.

	2 State (Bi-Level) Sequence		2 State - Alternating Sequence		3 State Sequence	
Button Press #	Load A	Load B	Load A	Load B	Load A	Load B
1	On	Off	On	Off	On	Off
2	On	On	Off	On	Off	On
3	Off	Off	Off	Off	On	On
4					Off	Off

nWSX (PDT) LV - TN-408-01

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Drawn By:
Author

Date:
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Sheet Name:
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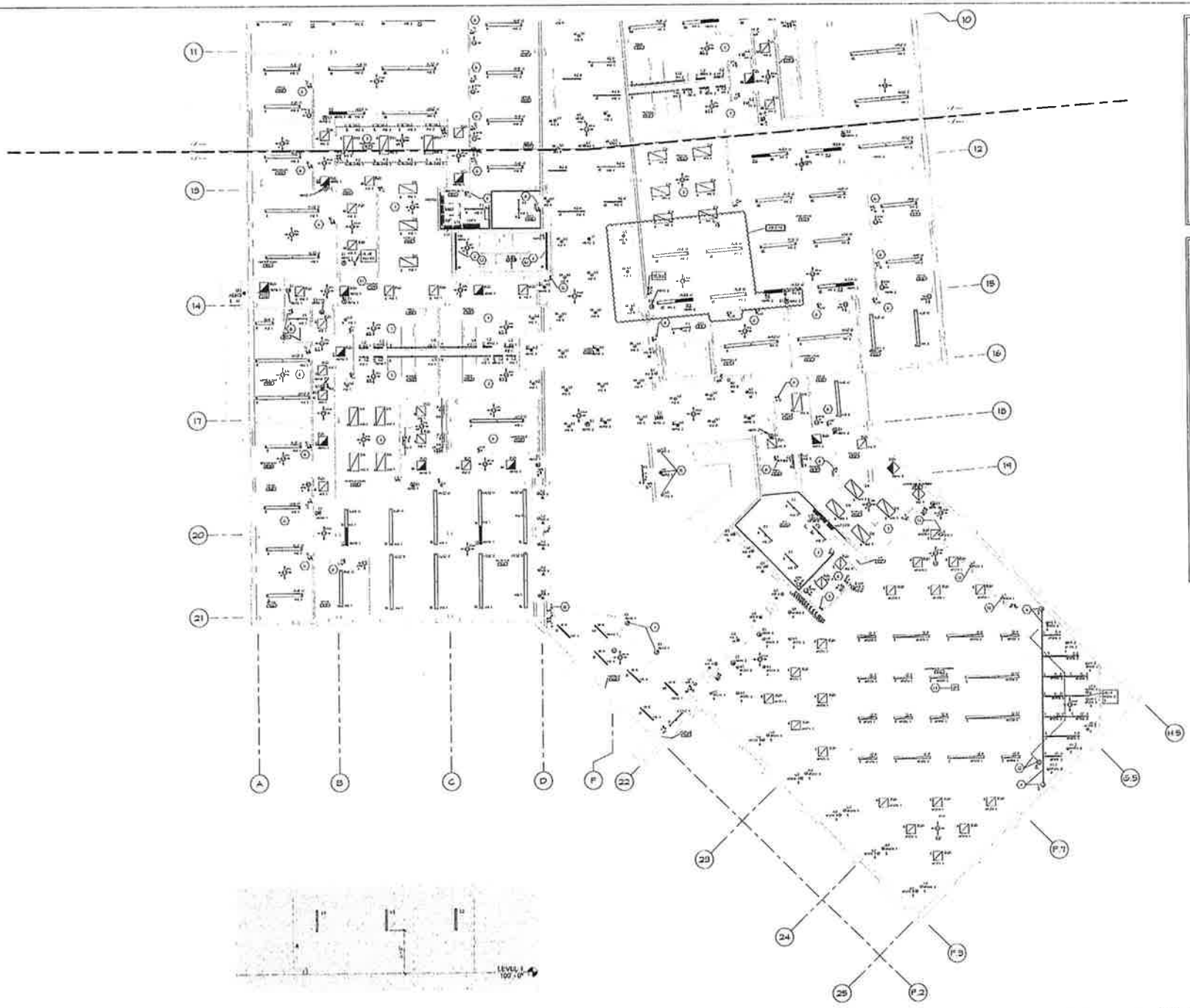
LIGHTING PLAN - A

Sheet Number:
E2.3



4 CHAMBERS WALKWAY ILLUMINATION ELEVATION

1 FIRST FLOOR LIGHTING PLAN - B

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GENERAL NOTES:

- AS REQUIRED, WORK IN FINISHED AREAS SHALL BE PATCHED AND PAINTED TO MATCH EXISTING SURFACE.
- ALL MACHINE HEADS FOR LIGHTING FIXTURES TO BE BOTTOM OF STRUCTURE UNLESS NOTED OTHERWISE.
- SEE SPECIFICATIONS FOR DISCONNECTION AND RECONNECTION OF EXISTING LIGHTING FIXTURES.
- REFER TO DETAIL 8/E0.1 FOR TYPICAL MOUNTING DETAILS FOR WALL AND CEILING FIXTURES.
- [illegible]
- PROVIDE FIXTURE SHOWN ON MANUFACTURER'S RECOMMENDED MOUNTING DETAILS.
- WHERE SHOWN AS DETAILED, MANUFACTURER'S RECOMMENDED MOUNTING DETAILS SHALL BE USED ACCORDING TO THE SPECIFIC MOUNTING SURFACE. WHERE NOT SHOWN OR DETAILED, MOUNTING DETAILS SHALL BE SUBMITTED FOR REVIEW BY THE ARCHITECT.
- FIXTURES TO BE SUPPLIED WITH MANUFACTURER'S STANDARD FINISH OF EQUAL GRADE.
- TYPE TW EMERGENCY LUMINAIRE TO BE CONNECTED TO UNSWITCHED POWER OF EMERGENCY CIRCUIT.
- ALL EMERGENCY LUMINAIRES SHALL BE CONNECTED TO EMERGENCY POWER AS PER ELECTRICAL DRAWINGS.
- REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR LOCATIONS OF ALL NON-LUMINAIRE MOUNTED SENSORS.

KEY NOTES:

1. LUMINAIRE TO BE CONNECTED TO UNSWITCHED PANEL OF EMERGENCY LIGHTING, TYP.
2. LUMINAIRE TUBE MARKED AS TYPE T, SHALL LUMINAIRE PLAN B.
3. LUMINAIRE TO BE MOUNTED AT TOP AND OF UPWARD DIRECTION.
4. LUMINAIRE SHALL BE CONNECTED TO EMERGENCY BATTERY FOR MINIMUM TYPE T TEST AS SPECIFIED IN SECTION OF SPECS.
5. LUMINAIRES IN PARKING AREAS SHALL BE CONTROLLED BY AN OCCUPANCY SENSOR WITH INTEGRAL PHOTOCELL. SENSOR SHALL BE CONFIGURED WITH LOCAL CONTROL OF LUMINAIRES WITHIN THE FOLLOWING SENSING ZONE. SEE PLAN FOR LUMINAIRES TO BE CONTROLLED BY EACH SENSOR. SENSOR SHALL BE SET TO TURN LUMINAIRES ON AT 1 FOOT-CANDLE OR LESS AND TURN OFF AFTER 15 MINUTES OF NO OCCUPANCY DETECTION. SENSOR SHALL BE SET TO MAINTAIN 5 FOOT-CANDLES WHEN OCCUPIED. SENSOR SHALL ADJUST TO MAINTAIN THIS LEVEL AS DAYLIGHT CONTRIBUTION INCREASES. SEE ELECTRICAL DRAWINGS FOR SENSOR LOCATIONS.
6. LUMINAIRE IS END MOUNTED ON EXPOSED CEILING GRID SYSTEM AND SHALL BE INSTALLED IN RECESSED MOUNTING DETAILS AND ADJUSTABLE PER DETAIL 9/E0.1
7. LUMINAIRE IS END MOUNTED ON EXPOSED CEILING GRID SYSTEM AND SHALL BE INSTALLED IN RECESSED MOUNTING DETAILS AND ADJUSTABLE PER DETAIL 9/E0.1
8. LUMINAIRE IS END MOUNTED ON EXPOSED CEILING GRID SYSTEM AND SHALL BE INSTALLED IN RECESSED MOUNTING DETAILS AND ADJUSTABLE PER DETAIL 9/E0.1
9. LUMINAIRE IS END MOUNTED ON EXPOSED CEILING GRID SYSTEM AND SHALL BE INSTALLED IN RECESSED MOUNTING DETAILS AND ADJUSTABLE PER DETAIL 9/E0.1
10. LUMINAIRE CONTROL DEVICE MOUNTED ABOVE FINISHED CEILING. REFER TO DETAIL 4/E0.1



1/E2.5 SECOND FLOOR LIGHTING PLAN - A

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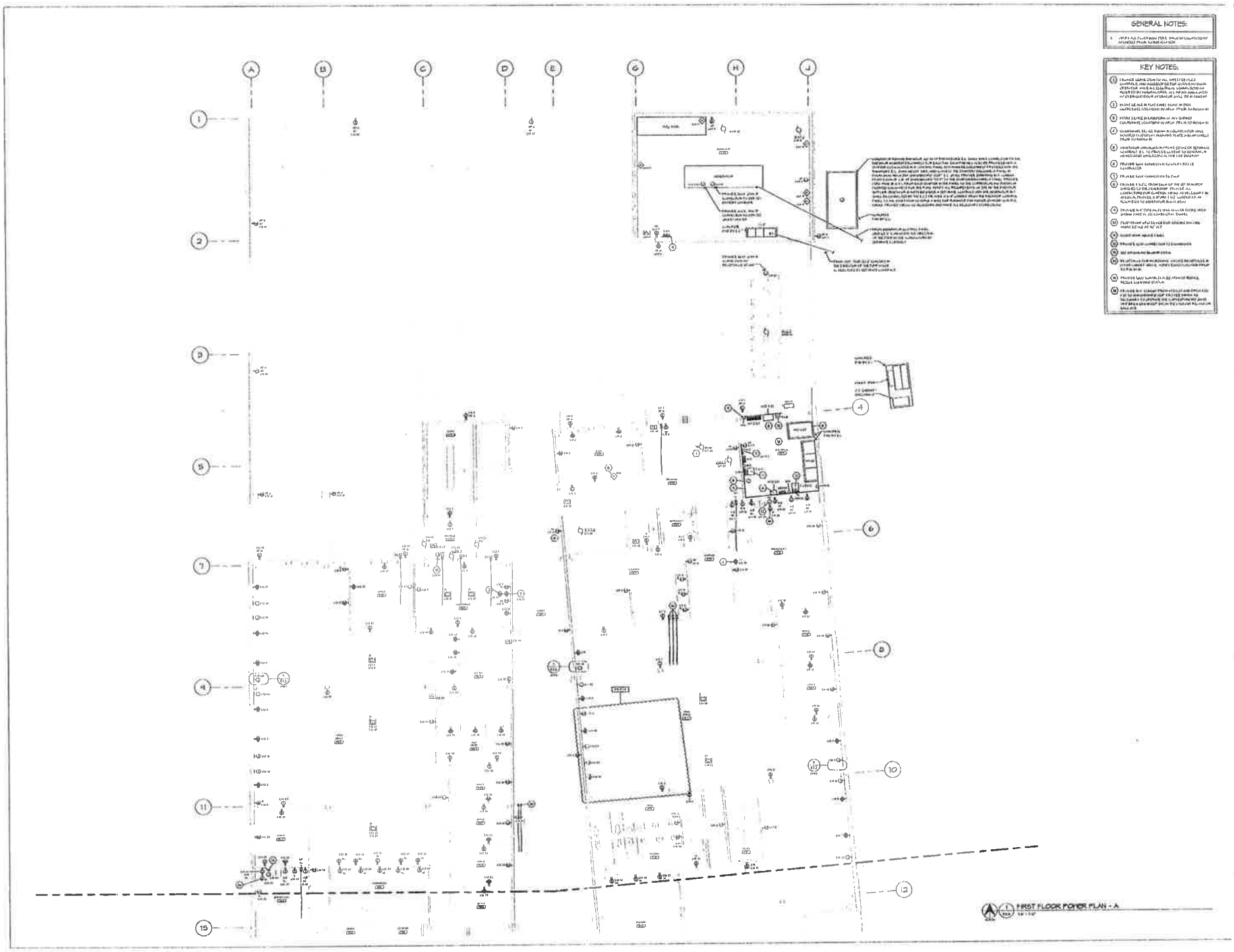

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POWER PLAN - B

Sheet Number:
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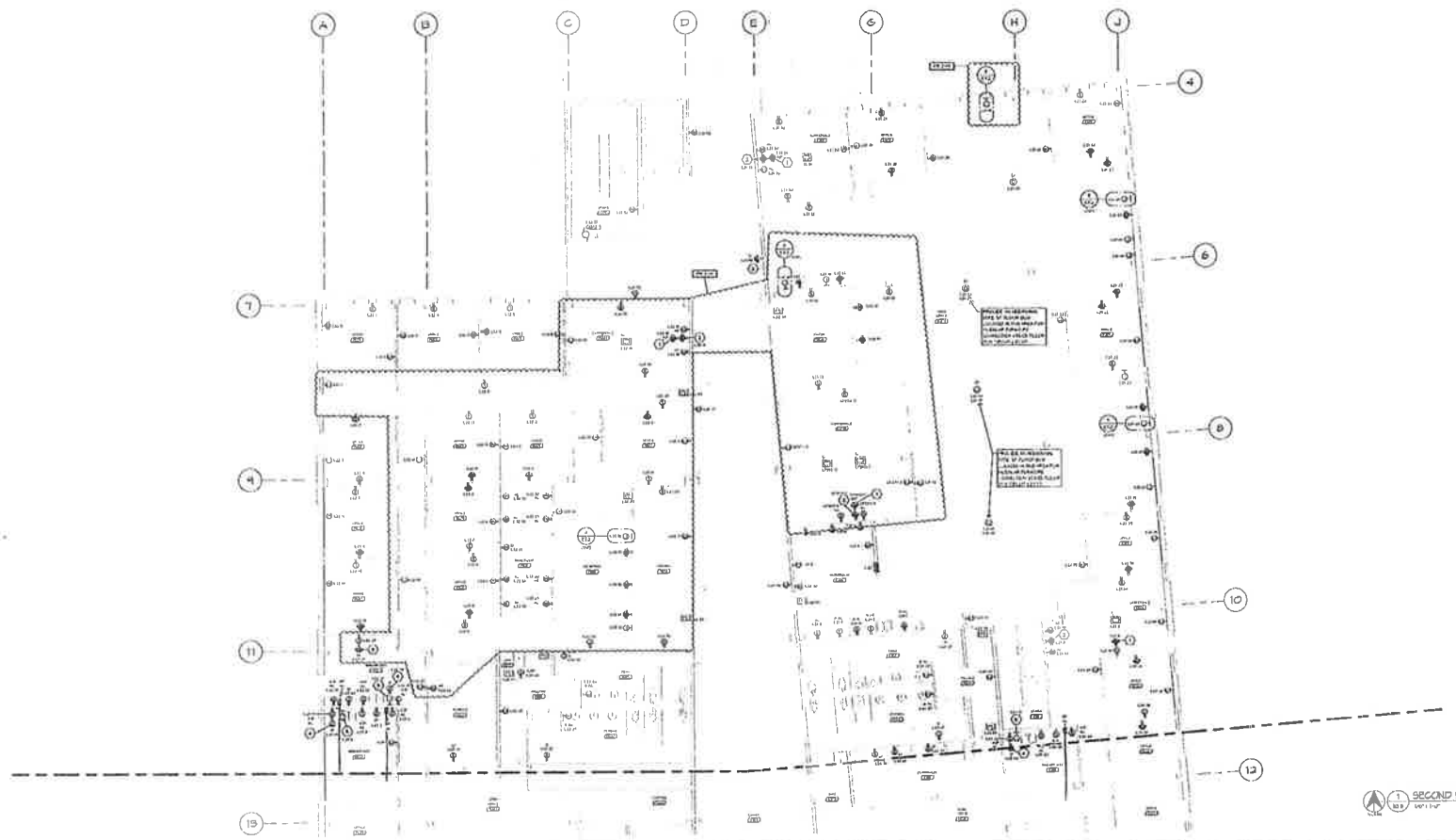
GENERAL NOTES:

KEY NOTES:



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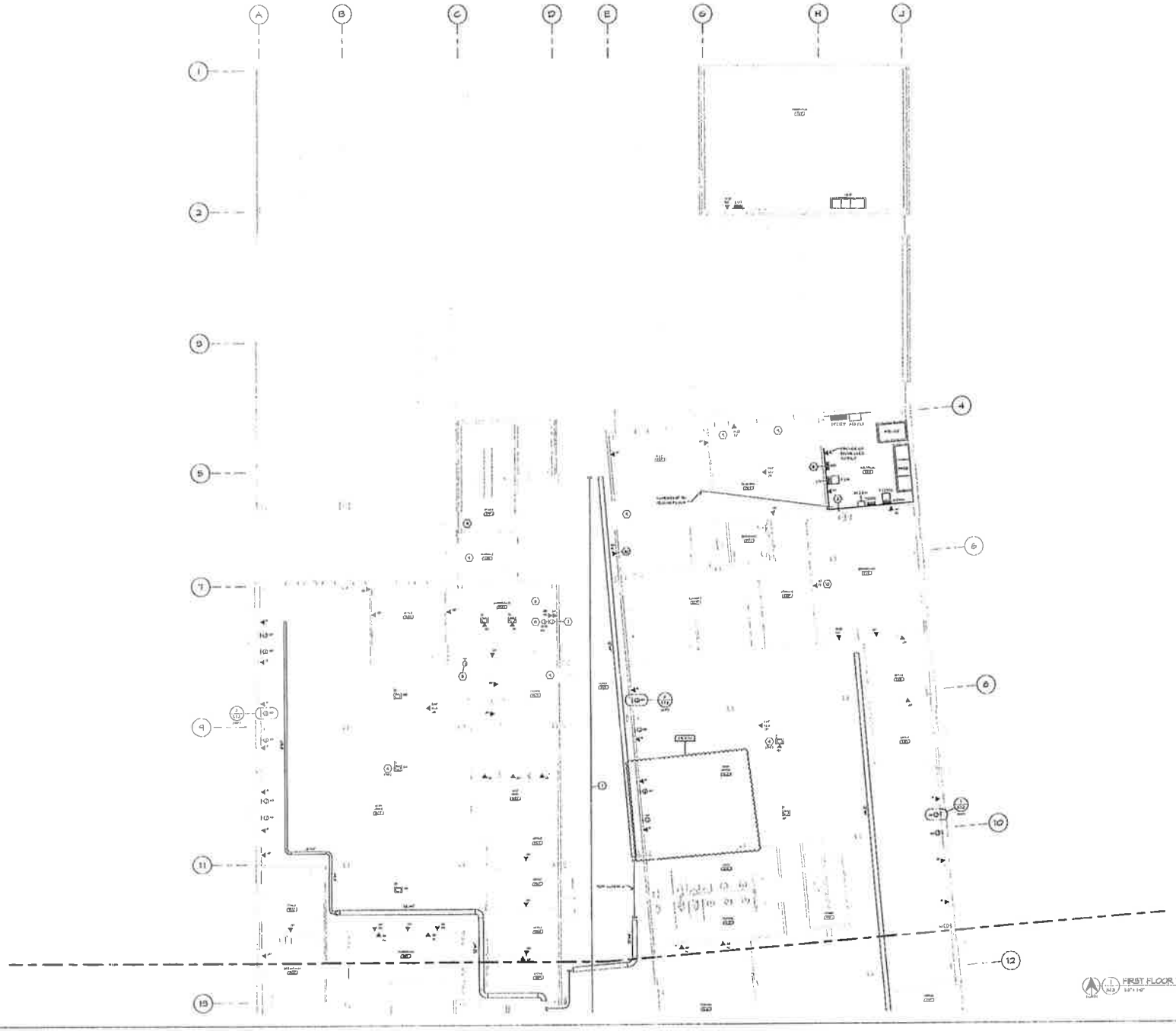

GENERAL NOTES:

1. FOR ALL WORK LOCATED IN PUBLIC OR PUBLICLY OWNED RIGHT AND PROPER PULL CARDS SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS.
2. ALL CABLE TRAY SHALL BE CONTINUOUSLY BONDED AND GROUNDED PER GENERAL SPECIFICATION. PROVIDE BOND WIRE BONDING IN ALL EXPANSION JOINTS.
3. NOT USED
4. NOT USED
5. ALL FLOOR BOX ID NUMBERS AS PER PLANS SHALL BE UNIQUE.
6. PROVIDE (2) DATA CABLES TO EACH WP DEVICE (SPARE IN FINAL END USE) LEAVE 15 EXTRA CABLE COILED AND SUPPORTED ABOVE NOTED.
7. VERIFY ALL FLOORBOX LOCATIONS WITH ARCHITECT PRIOR TO INSTALLATION.
8. THE FOLLOWING ARCHITECTURAL AREAS REQUIRE FOR EACH MINIMUM SECURITY CAMERA EQUIPMENT ROOM, ALL WALL MOUNTABLE OF LINE POWERED LOCATIONS PROVIDE A NOMINAL 60"H OR GREATER DEDICATED WALL SPACE FOR MOUNTING OF EQUIPMENT AS REQUIRED. ALL EQUIPMENT SHALL BE MOUNTED ON 3/4" PLYWOOD BACKBOARD PAINTED TO MATCH WALL COLOR. ALL CABLES SHALL BE COILED AND SUPPORTED ABOVE ACCESSIBLE CEILING. WIRING SHALL BE IDENTIFIED AT BOTH ENDS. LABELING SHALL BE ONLY ALL SECURITY CAMERA WIRING SHALL BE TERMINATED AT PATCH PANELS LOCATED FOR ACCESS CAMERAS. PATCH PANELS SHALL BE LABELED FOR A MINIMUM OF 20% SPARE CAPACITY. CAMERA HARDWARE BY OTHER.

KEY NOTES:

1. INSTALL 2" MINIMUM FLOOR PENETRATION FOR CONDUIT AND ABOVE FOR FUTURE NEEDS. MINIMUM WIDTH OF SLEEVE IN MARBLE SHALL BE SIZED TO ACCOMMODATE ALL CONDUITS AND CABLES. SEAL ALL PENETRATIONS AT FINISHED FLOOR WITH FIRE STOPPING MATERIAL AS REQUIRED BY CODE.
2. PROVIDE 4" CONDUIT FROM FLOOR BOX TO CEILING SPACE ABOVE FOR CABLING. PROVIDE BUSHINGS ON BOTH ENDS.
3. INSTALL 2" CONDUIT FROM FLOOR BOX TO CEILING SPACE FOR CABLING. PROVIDE BUSHINGS ON BOTH ENDS.
4. PROVIDE 4 SINGLE GANG FLOOR BOX WITH (2) DUPLEX RECEPTACLES AND (4) DATA OUTLETS. PROVIDE BARRIER BETWEEN POWER AND DATA.
5. PROVIDE 4 SINGLE GANG FLOOR BOX WITH (2) DUPLEX RECEPTACLES AND (4) DATA OUTLETS. PROVIDE BARRIER BETWEEN POWER AND DATA.
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9. PROVIDE 4 SINGLE GANG FLOOR BOX WITH (2) DUPLEX RECEPTACLES AND (4) DATA OUTLETS. PROVIDE BARRIER BETWEEN POWER AND DATA.
10. PROVIDE 4 SINGLE GANG FLOOR BOX WITH (2) DUPLEX RECEPTACLES AND (4) DATA OUTLETS. PROVIDE BARRIER BETWEEN POWER AND DATA.

1 FIRST FLOOR TELECOMMUNICATIONS PLAN - A
SCALE: 1/8" = 1'-0"

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Project:
NEW FARGO CITY HALL
CITY OF FARGO
Fargo, North Dakota

Location:
8 Seventh St. N.
Fargo, ND 58102

Drawn By:
ARN

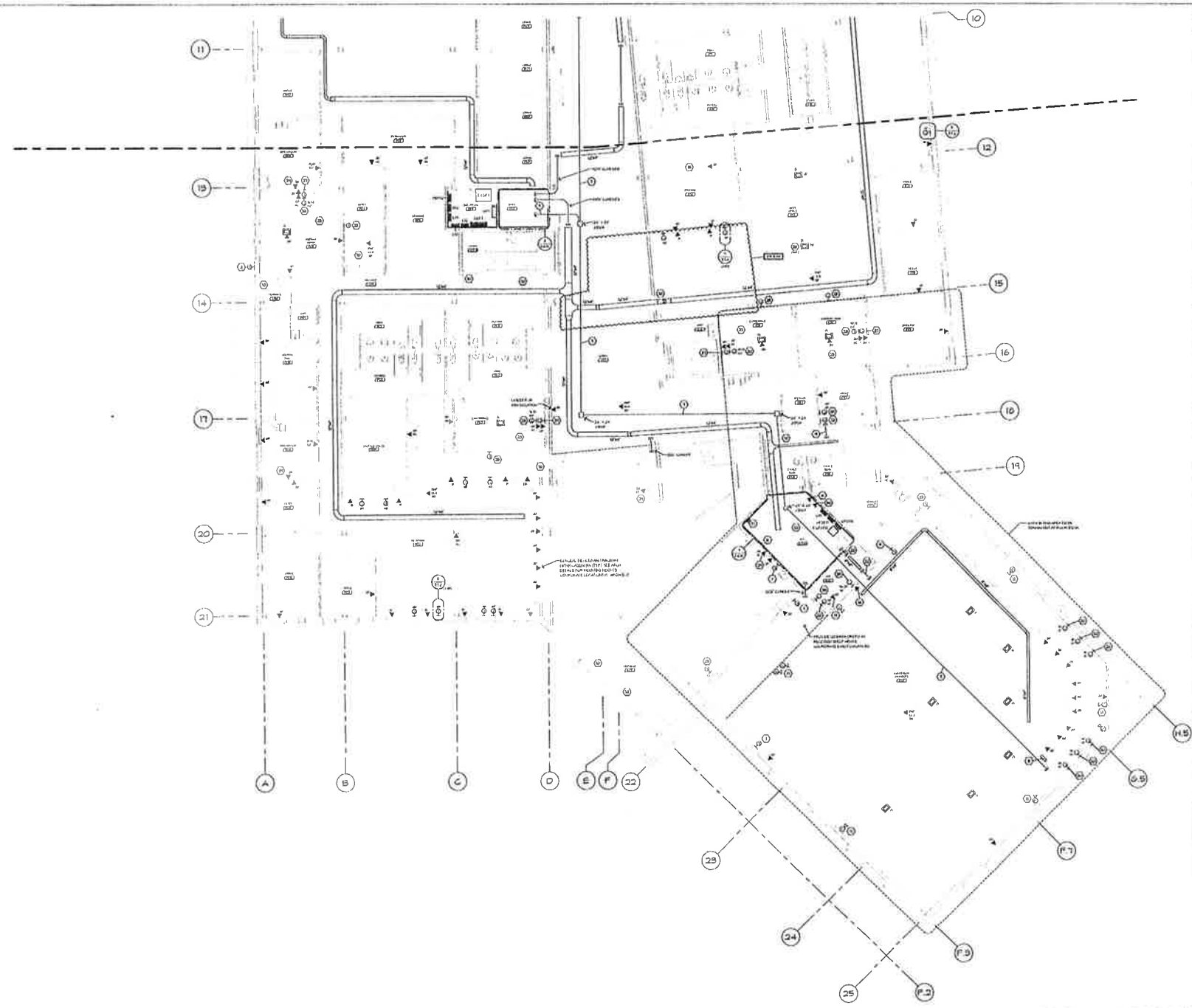
Date:
APRIL 22ND, 2016

Revision Date:
5-17-87

Job Number:
20152231

Sheet Name:
FIRST FLOOR TELECOMMUNICATIONS PLAN - A

Sheet Number:
E4.3



GENERAL NOTES:

KEY NOTES:

FIRST FLOOR TELECOMMUNICATIONS PLAN - B

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Drawn By:
ARN

Date:
APRIL 22ND, 2016

Revision Date:
5-17-87

Job Number:
2015231

Sheet Name:
FIRST FLOOR TELECOMMUNICATIONS PLAN - B

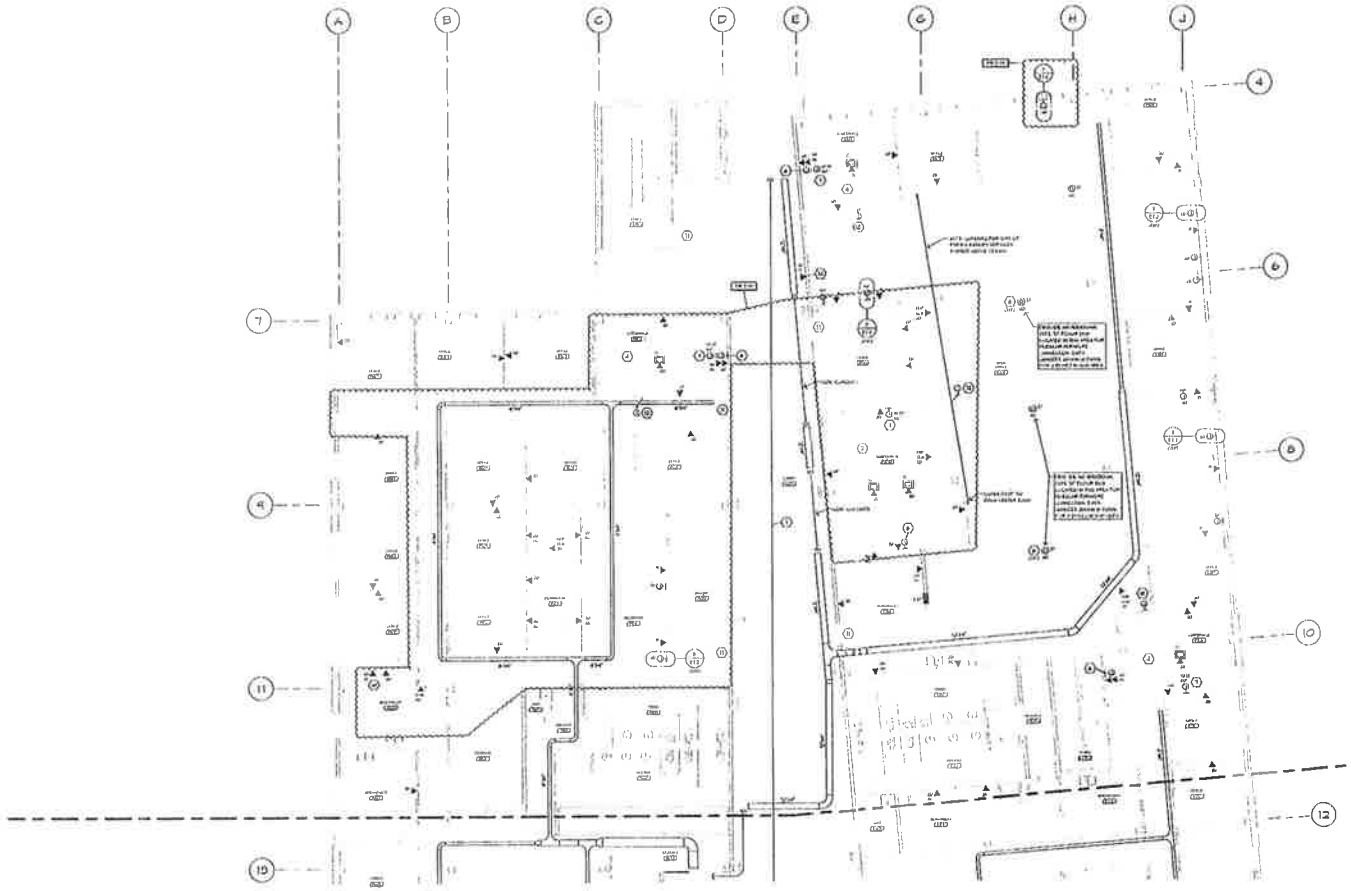
Sheet Number:
E4.4

GENERAL NOTES:

1.
2.
3. NOT NOTED
4. NOT NOTED
5.
6.
7. VERIFY ALL EQUIPMENT DIMENSIONS BY MANUFACTURER
8.

KEY NOTES:

1.
2. SEE TYPICAL LARGE CONFERENCE ROOM ELEVATIONS
3. NOT NOTED
4. SEE TYPICAL SMALL CONFERENCE ROOM ELEVATIONS
5. NOT NOTED
6. AT CABINET LOCATIONS PROVIDE RACEWAY AT 36" + 3 1/2" DEEP WITH 3 GANG EXTENSION RING OR EQUAL
7. PROVIDE FLAT PANEL MONITOR PER FINISH SCHEDULE
8. PROVIDE CABLE MANAGEMENT SYSTEM FOR FLAT PANEL MONITOR AS REQUIRED. SEE DETAIL 4/E4.0 AS INDICATED. PROVIDE SLEEVES AT EACH CABLE PASS THROUGH AS INDICATED ABOVE AND WITH CABLE PASS THROUGH AS DETAILED
9. NOT NOTED
10. MANAGEMENT SYSTEM FOR FLAT PANEL MOUNTED IN HEIGHTED PLATE AND WHISPER FRAME TV MOUNT
11. PROVIDE MOTION SENSOR AT DOOR FOR STATE MONITORING SYSTEM SENSOR (I.E. OPENING CAUSING MOTION SENSOR TO BE TRIPPED)
12. NOT NOTED
13. PROVIDE 2 GANG BLANK FINISH MATERIAL AT EQUIPMENT TO CEILING SMALL FLAT PANEL PLUS SOMEWHERE PROVIDE TRIPLE GANG FLAT



SECOND FLOOR TELECOMMUNICATIONS PLAN - A

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Date:
APRIL 22ND, 2016

Revision Date:
5-17-87

Job Number:
2015231

Sheet Name:
SECOND FLOOR TELECOMMUNICATIONS PLAN - A

Sheet Number:
E4.5



THIRD FLOOR TELECOMMUNICATIONS PLAN - B

GENERAL NOTES:

1. FOR ALL SPARE CONDUITS PROVIDED BUSHINGS ON EACH END AND PROVIDE PULL STRINGS INTO CONDUITS FOR FUTURE USE.
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. VERIFY ALL FLOOR/ROOF LOCATIONS BY MECHANICAL PRIOR TO INSTALLATION.
10. [illegible]

KEY NOTES:

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]
11. [illegible]
12. [illegible]

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Date:
APRIL 22ND, 2016

Revision Date:
5-17-87

Job Number:
2015231

Sheet Name:
THIRD FLOOR TELECOMMUNICATIONS PLAN - B

Sheet Number:
E4.8



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Date:
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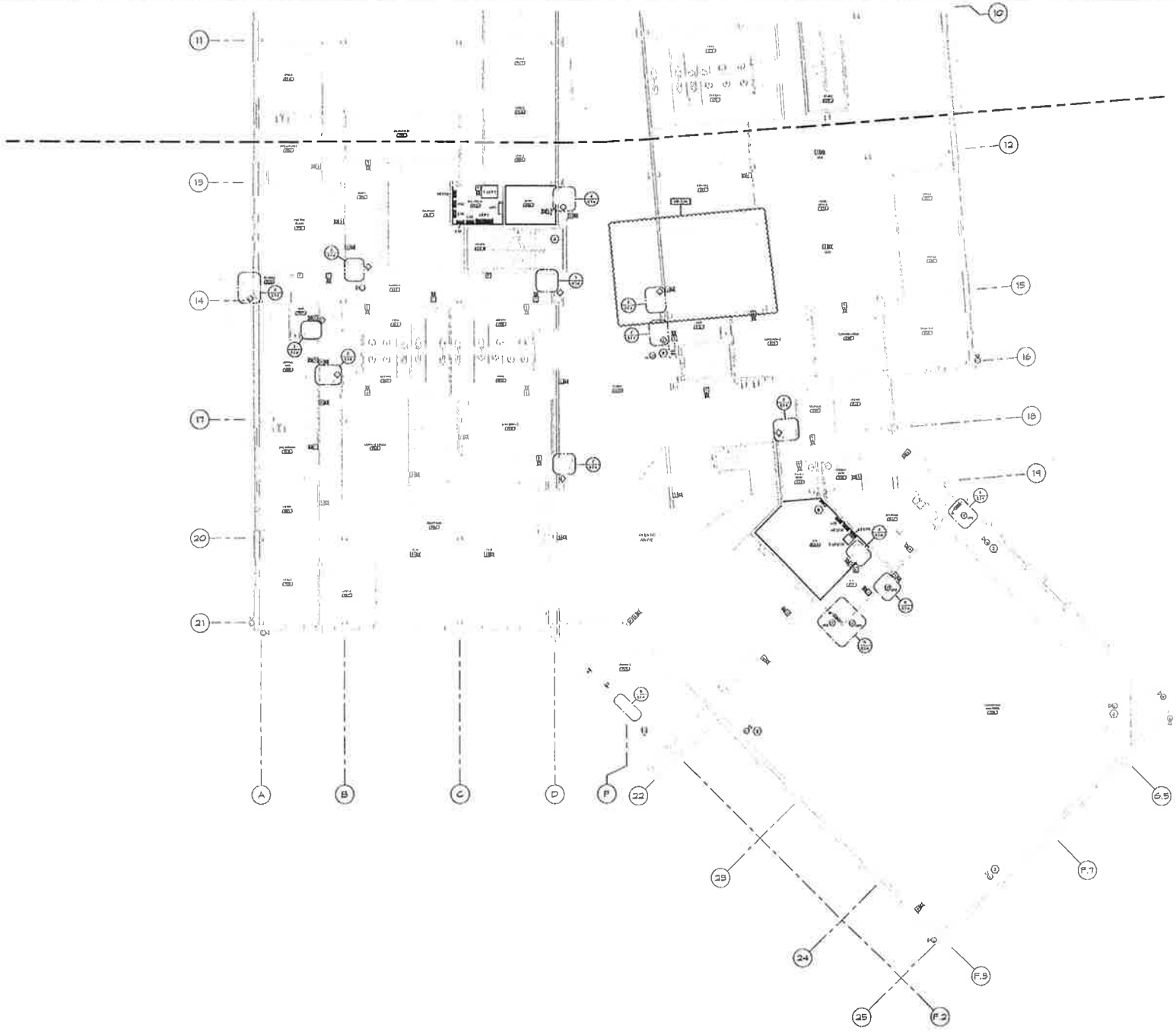
Revision Date:
5-18-17

Job Number:
2015231

Sheet Name:
FIRST FLOOR ELECT SAFETY & SECURITY PLAN - A

Sheet Number:
E5.3



FIRST FLOOR ELECTRONIC SAFETY & SECURITY PLAN - B

GENERAL NOTES:

KEY NOTES:

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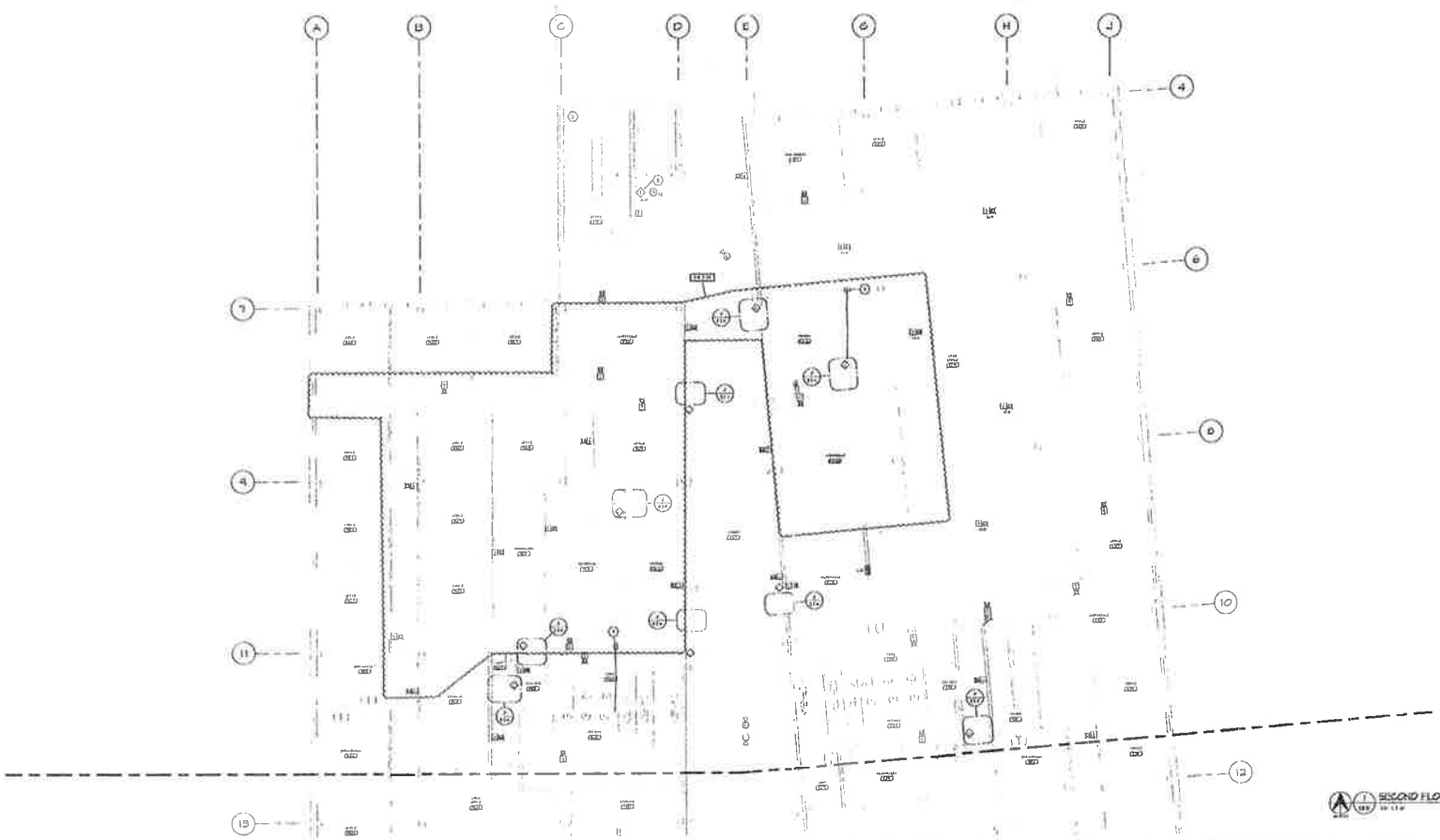
Date:
APRIL 22ND, 2016

Revision Date:
5-18-17

Job Number:
2015231

Sheet Name:
FIRST FLOOR ELECT SAFETY & SECURITY PLAN - B

Sheet Number:
E5.4



SECOND FLOOR ELECTRONIC SAFETY & SECURITY PLAN - A

GENERAL NOTES:

KEY NOTES:

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Location:
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Drawn By:
ARN

Date:
APRIL 22ND, 2016

Revision Date:
5-18-17

Job Number
2015231

Sheet Name:
SECOND FLOOR ELECT SAFETY & SECURITY PLAN - A

Sheet Number:
E5.5



GENERAL NOTES:

1. THE FOLLOWING ARE INSTALLATION NOTES FOR EACH INTERIOR SECURITY CAMERA LOCATION SHOWN AT FULLY ENCLOSED CEILING HEIGHT LOCATIONS (NON-ATRIUM LOCATIONS). WHERE THERE IS NOT A SOLID CEILING CONDITION INSTALLED AT ACCESSIBLE CEILING HEIGHT, CONTRACTOR SHALL PROVIDE THE CABLE AND CAMERA IN OTHER APPROVED LOCATIONS. EACH CAMERA IN OTHER LOCATIONS SHALL BE PROVIDED WITH ITS OWN CABLE AND CAMERA IN OTHER GATEWAY TYPE ITEMS AS SPECIFIED ON PLANS. THE ACCESSIBLE CEILING AREAS SHALL BE DETERMINED BY THE ARCHITECT. TELECOMMUNICATIONS CLOSET ALL SECURITY CAMERA WIRING SHALL BE TERMINATED AT WITHIN PANDUIT LANCAP PLUS (SECURITY CAMERAS TO CONTROLLER BOX) (RJ45) FOR A MINIMUM OF (20) SPARE CAPACITY CAMERA TERMINATIONS BY OTHERS.

KEY NOTES:

1. [illegible]
2. PROVIDE POWER BOTTOM TO SURROUNDING BRICKS. PROVIDE FOR THE DOOR OPENER MOUNTED BACKING WITH METAL AREA. VERIFY INSTALLATION AREAS.
3. [illegible]
4. PROVIDE BACKING FOR CONDITIONS IN ACCESSIBLE CEILING AREAS. VERIFY INSTALLATION WITH ARCHITECT. PROVIDE BACKING TO AVOID CONFLICTS WITH OTHER ITEMS. PROVIDE BACKING FOR ITEMS AND ITEMS AT OTHER CEILING CONDITIONS AS REQUIRED.
5. PROVIDE ACCESS CONTROLLER FOR ALL DOORS. CONTROLLER SHALL BE POWER SUPPLY PROVIDED BY OTHERS. PROVIDE BACKING FOR ALL CONTROLLERS AS REQUIRED.
6. PROVIDE AREA OF REUSE FOR COMMERCIAL AND [illegible]

THIRD FLOOR ELECTRONIC SAFETY & SECURITY PLAN - B

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Drawn By:
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Date:
APRIL 22ND, 2016

Revision Date:
5-18-17

Job Number:
2015231

Sheet Name:
THIRD FLOOR ELECT SAFETY & SECURITY PLAN - B

Sheet Number:
E5.8

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** Elec #006	OWNER: ☒
Fargo City Hall Fargo, ND	**DATE:** 7/25/17	ARCHITECT: ☒
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** 2015.49	CONTRACTOR: ☒
Sun Electric Inc 411 39th St NW Fargo, ND 58102	**CONTRACT DATE:** 6/7/16 **CONTRACT FOR:** Electrical Construction	FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

E10: Electrical work associated with the Fire Pump Room.
ADD $1,857.00

The original Contract Sum was	$	2,607,000.00
The net change by previously authorized Change Orders	$	42,887.00
The Contract Sum prior to this Change Order was	$	2,649,887.00
The Contract Sum will be increased by this Change Order in the amount of	$	1,857.00
The new Contract Sum including this Change Order will be	$	2,651,744.00

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.

ARCHITECT	CONTRACTOR	OWNER
T.L. Stroh Architects, Ltd *(Firm name)*	Sun Electric Inc *(Firm name)*	City of Fargo *(Firm name)*
8 Seventh St. N., Fargo, ND 58102 ADDRESS	411 39th St NW Fargo, ND 58102 ADDRESS	200 3rd St. N., Fargo, ND 58102 ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Terry L. Stroh *(Typed name)*	HAROLD Clyle *(Typed name)*	*(Typed name)*
7/25/17 DATE	7-27-17 DATE	DATE

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SUN
ELECTRIC, INC.
Industrial - Commercial

July 25, 2017

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

Re: New Fargo City Hall

Proposal Request – E10

Proposal is labor and material for electrical work associated with the Fire Pump Room as described in PR-E10.

*Note: The RFP Item No. 1, sheet E2.1 calls for (3) type F1 fixtures, but the drawing only shows 2. This price includes (2) F1 fixtures based on the drawing.

Deduct the following from material and labor allowance:

1. 546' - #10awg copper conductor (1529' remaining)
2. 150' – ¾" EMT conduit (630' remaining)
3. 7- ¾" connectors (233 remaining)
4. 23 – ¾" couplings (277 remaining)
5. 2– ¾" one-hole straps (254remaining)
6. 3 – 4" square box w/cover (41 remaining)
7. 1 – Single pole 20A switch (4 remaining)
8. 1 – Single pole switch wall plate (4 remaining)

Proposed Price----------Add $1,857.00

Respectfully submitted,

Tyler Wanzek
Project Manager

411 39th Street NW Fargo, ND 58102 Telephone: 701-281-9140 Fax: 701-281-9194
Email: twanzek@suninc.us

Bid Summary Report

Fargo City Hall Estimator: Ryan Job #812

Job Name: Fargo City Hall

Contractor:

Estimator: Ryan

Notes:

Bid Date: 5/26/16

	Material			Labor		
Summary Description	Extended	%	Adjusted	Extended	%	Adjusted
PR E10	$115.48	100.00%	$115.48	10.22	100.00%	10.22

Top Sheet

Raw Cost	$1,524.83	Sales per Month	$0.00
Tax	$68.36	Return per Month	$0.00
Raw Cost with Tax	$1,593.19	Price per Square Foot	$0.00
Overhead	$152.48	Hours per Square Foot	0.00
Profit	$83.87	Square Feet	0.00
Total Return Amount	$236.35	Job Months	0.00
Total Return %	12.73%	Hours per Week	40.00
Price	$1,829.53	Workers per Day	0.00
Bond	$27.44	Total Hours	10.22
Sell Price	**$1,856.98**	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 Rate	Burden Percent	Labor Cost
ND Journeyman	100.00%	10.22	$60.00	$0.00	0.00%	$613.35
Totals	100.00%	10.22	$60.00	$0.00	0.00%	$613.35

Mark Ups

	Total		OVERHEAD %		OVERHEAD Amount		PROFIT %		PROFIT Amount
Materials	$115.48	+	10.00%		$127.02	+	5.00%		$133.37
Labor	$613.35	+	10.00%		$674.69	+	5.00%		$708.42
Supplier Quotes	$796.00	+	10.00%		$875.60	+	5.00%		$919.38
SubContractors	$0.00	+	10.00%		$0.00	+	5.00%		$0.00
Direct Job Expense	$0.00	+	10.00%		$0.00	+	5.00%		$0.00
Equipment Rental	$0.00	+	10.00%		$0.00	+	5.00%		$0.00

Bid Summary Report

Fargo City Hall Estimator: Ryan Job #812

Totals	$1,524.83	10.00%	$1,677.31	5.00%	$1,761.17

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	$115.48	7.50%	$8.66
Labor	$613.35	0.00%	$0.00
Supplier Quotes	$796.00	7.50%	$59.70
SubContractors	$0.00	0.00%	$0.00
Direct Job Expense	$0.00	0.00%	$0.00
Equipment Rental	$0.00	0.00%	$0.00
		Total Tax:	$68.36

Supplier Quotes

Name	Supplier	Tax (7.5 %)	Unit Cost	Multiplier	Amount
Fixtures/ Controls	Graybar	Yes	$39.00	1.00	$39.00
Fire Alarm/access control	simplex	Yes	$160.00	1.00	$160.00
Electric Unit Heater	Graybar	Yes	$597.00	1.00	$597.00
				Total:	$796.00

ONE

OBERMILLER NELSON
ENGINEERING

PROPOSAL REQUEST – E10

Date	06-13-17
Project #	2015231
Project Name	New Fargo City Hall
Project Location	Fargo, ND
Description	Fire Pump Room

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 E2.1

B102 – Parking
1. Omit (1) Type "P1"light fixture for new fire pump room as indicated.

B112 – Fire Pump
1. Provide (3) Type "F1" light fixtures, single pole switch, & circuit as indicated.

ITEM NO. 2 SHEET E3.1

B102 – Parking
1. Modify equipment/ device locations for new fire pump room as indicated.

B112 – Fire Pump
1. Provide (1) GFI duplex receptacle at 48" AFF. Connect to receptacle circuit nearby as indicated.
2. Provide new Type "EUH-1" electric heater as indicated. Connect to 20/3 circuit breaker in lieu of (3) 20/1 circuit breakers at panel "LB1".
3. Verify all equipment locations with sprinkler contractor and MC.

ITEM NO. 3 SHEET E5.1

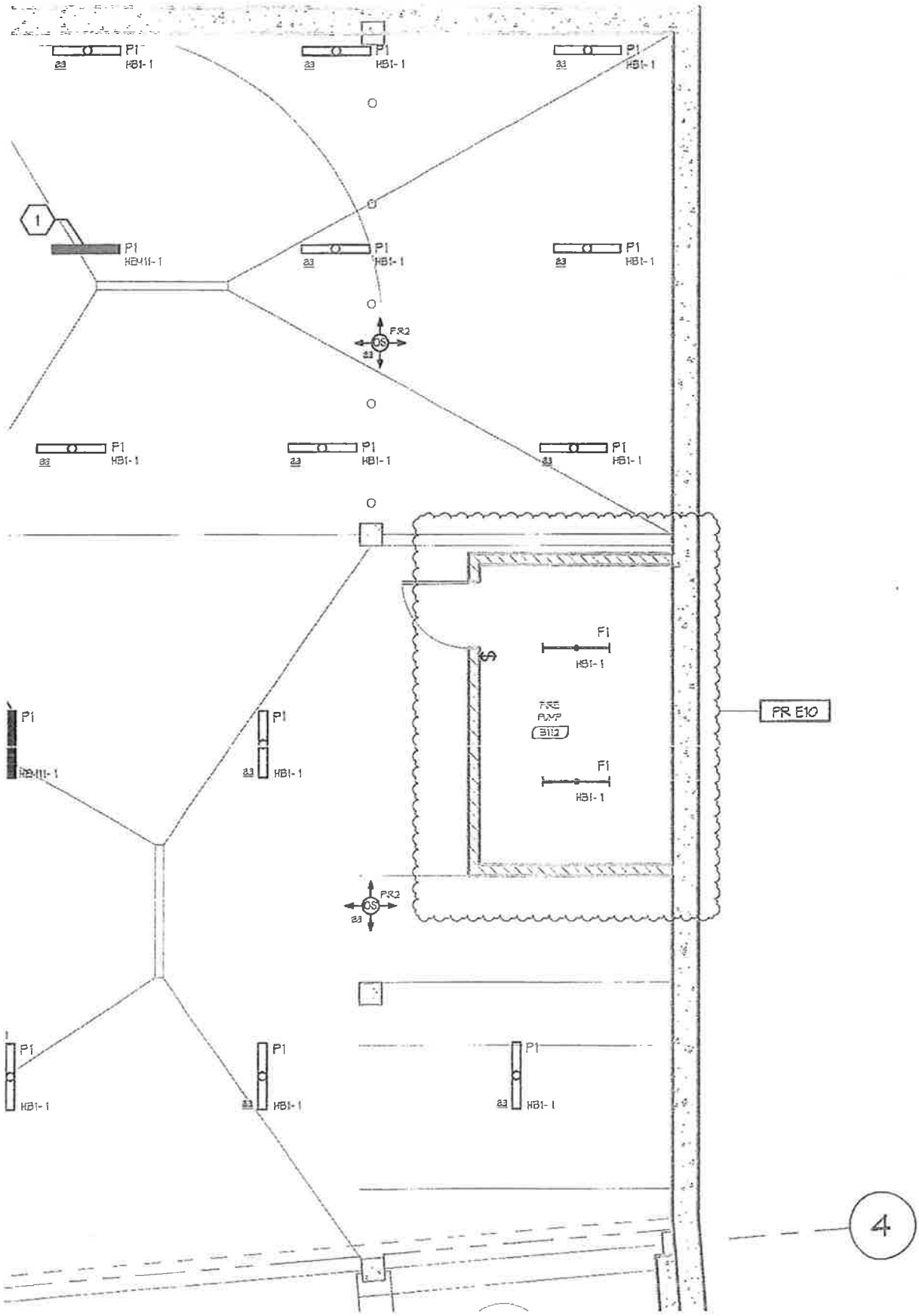
B102 – Parking
1. Modify device location(s) for new fire pump room as indicated.

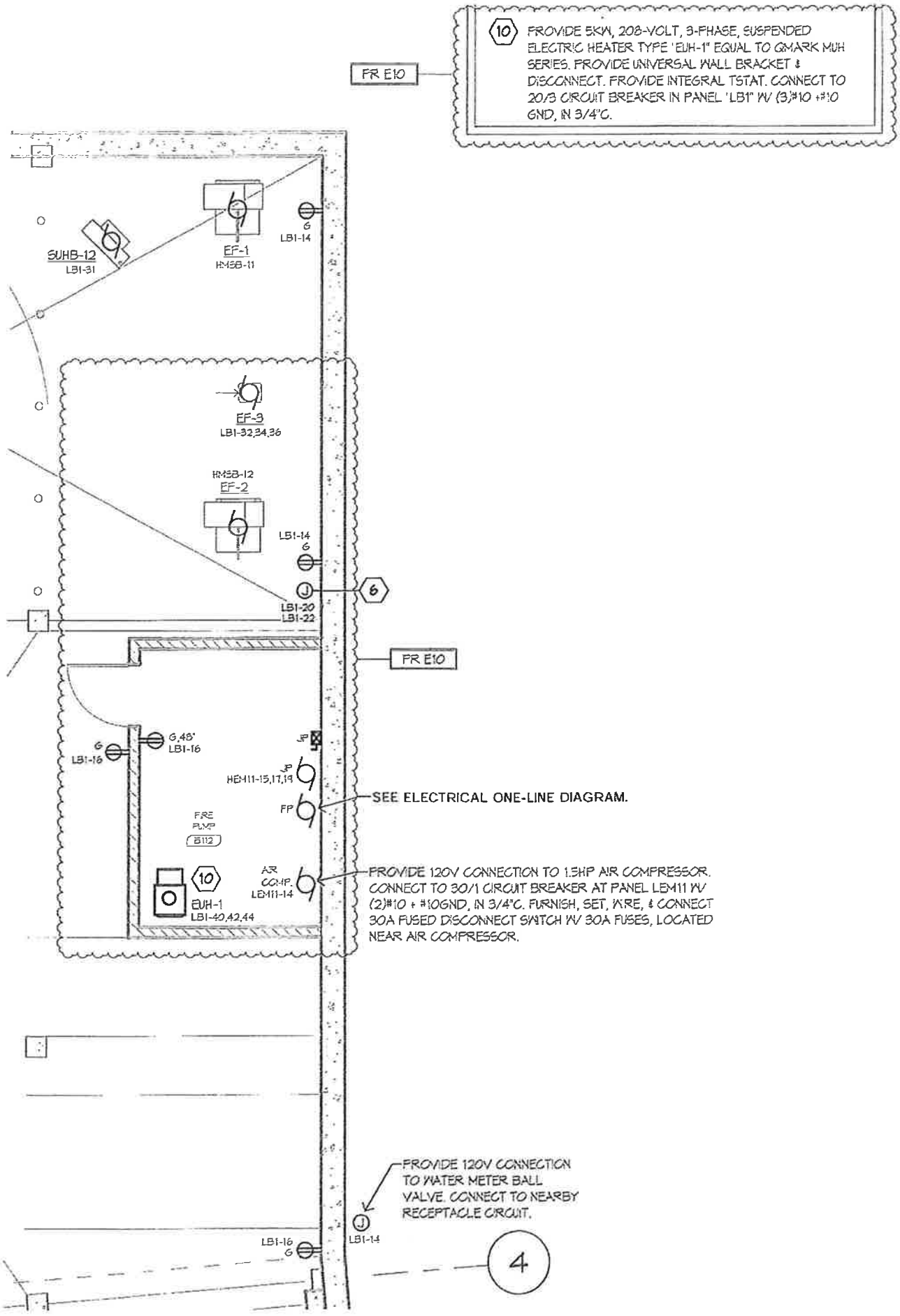
B112 – Fire Pump
1. Provide (1) FA speaker strobe.

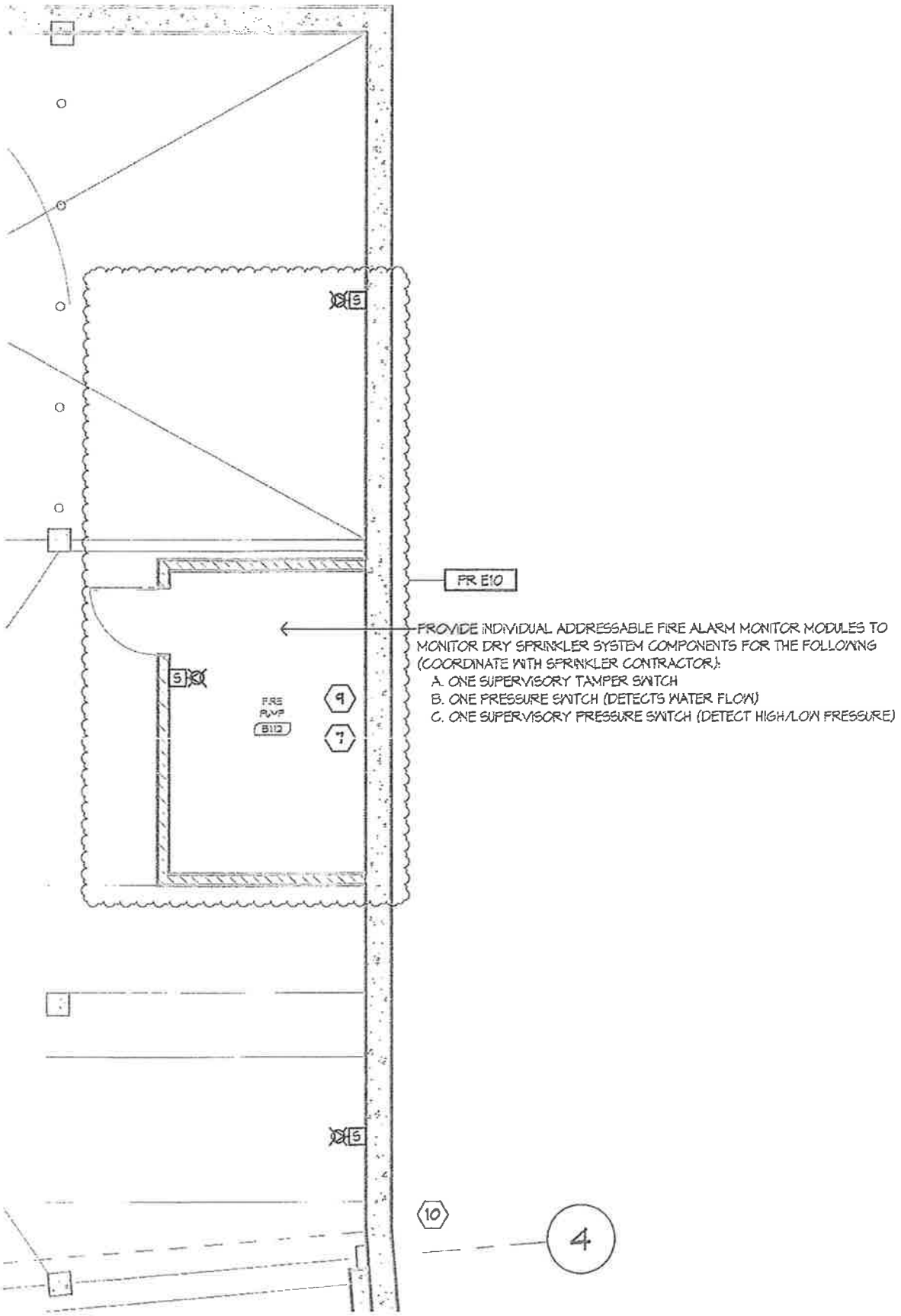
Respectfully,
Obermiller Nelson Engineering, Inc.

Tony Nelson

Attachment(s): Sheets E2.1, E3.1, E5.1.
Cc: ONE File.


P1
HB1-1
PR2
OS
F1
PR E10
4


10 PROVIDE 5KW, 208-VOLT, 3-PHASE, SUSPENDED ELECTRIC HEATER TYPE 'EUH-1' EQUAL TO QMARK MUH SERIES. PROVIDE UNIVERSAL WALL BRACKET & DISCONNECT. PROVIDE INTEGRAL TSTAT. CONNECT TO 20/3 CIRCUIT BREAKER IN PANEL 'LB1' W/ (3)#10 +#10 GND, IN 3/4"C.
FR E10
SUHB-12
LB1-31
EF-1
RMSB-11
G
LB1-14
EF-3
LB1-32,34,36
RMSB-12
EF-2
LB1-14
G
J
6
LB1-20
LB1-22
FR E10
G,48"
LB1-16
G
LB1-16
JP
HEM11-15,17,19
FP
SEE ELECTRICAL ONE-LINE DIAGRAM.
FIRE PUMP
B112
10
EUH-1
LB1-40,42,44
AIR COMP.
LEM11-14
PROVIDE 120V CONNECTION TO 1.5HP AIR COMPRESSOR. CONNECT TO 30/1 CIRCUIT BREAKER AT PANEL LEM11 W/ (2)#10 + #10GND, IN 3/4"C. FURNISH, SET, WIRE, & CONNECT 30A FUSED DISCONNECT SWITCH W/ 30A FUSES, LOCATED NEAR AIR COMPRESSOR.
PROVIDE 120V CONNECTION TO WATER METER BALL VALVE. CONNECT TO NEARBY RECEPTACLE CIRCUIT.
J
LB1-14
LB1-16
G
4


5
FR E10
PROVIDE INDIVIDUAL ADDRESSABLE FIRE ALARM MONITOR MODULES TO MONITOR DRY SPRINKLER SYSTEM COMPONENTS FOR THE FOLLOWING (COORDINATE WITH SPRINKLER CONTRACTOR.):
A. ONE SUPERVISORY TAMPER SWITCH
B. ONE PRESSURE SWITCH (DETECTS WATER FLOW)
C. ONE SUPERVISORY PRESSURE SWITCH (DETECT HIGH/LOW PRESSURE)
5
FIRE PUMP
B112
9
7
5
10
4

17

REPORT OF ACTION

CONSULTANT SELECTION COMMITTEE

Requesting: CONSULTING ENGINEERING SERVICES — Proposal Project #: MS-17-A0

Location: 52nd Avenue S – 45th Street to Sheyenne Street — Date of Hearing: 7/25/2017

Requested Services: Environmental Document for Street Reconstruction Project

Routing	Date
City Commission	8/14/2017
Consultant File	
Project File	X
Petitioners	
Selection Committee	X

Proposals were received from the following Consultants for this project:
SRF Consulting Group
Interstate Engineering
Stantec
Houston Engineering/WSB & Associates
Apex Engineering Group/Benesch & Associates
KLJ
Bolton & Menk

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

Selection Criteria	Points
Understanding of Study Objectives	20
Expertise of the Technical and Professional Engineering Staff Assigned to the Project	20
Experience with Similar Projects	15
Understanding of Project Scope and Local/Regional Issues	15
Past Performance on other Local Projects	15
Current Workload/Ability to Complete Project according to Schedule	15
Utilization of DBE Firm	1
Verbal Presentation	1
	102

Staff has planned for 52nd Avenue S to be constructed over the course of two construction seasons, starting in 2019, between 45th Street and Sheyenne Street in West Fargo, using a mix of federal and local funds. In order to accomplish this, we need to consult this project out this year to an Engineering Consulting Firm to complete the necessary environmental clearance paperwork. The plan is to have Metro COG be the lead contracting agency for Phase 1 of the environmental document, since this work is federal aid eligible (CPG funds) at an 80/20 split, and then we, the City of Fargo, would be the lead contracting agency for Phase 2 of the environmental document.

Staff from Metro COG, Fargo, West Fargo and Cass County conducted in-person interviews with each of the firms listed above and selected Houston Engineering with WSB & Associates as the preferred firm for the project. Phase 1 work will be contracted with Metro COG (with a 20% match from City of Fargo) and Phase 2 of the work will be contracted with City of Fargo. The cost for Phase 1 work is $149,463.79 and the cost for Phase 2 work is $151,565.63.

I have attached the Metro COG clean version of the Phase 1 contract for your review, and I have also attached the Phase 2 contract plus attachments that will be our contract with Houston Engineering.

RECOMMENDED MOTION

Concur with the Consultant Selection Committee and recommend contract award for consulting services to Houston Engineering/WSB & Associates for Phase 2 work in the amount of $151,565.63, and concur with Metro COG Policy Board selection of Houston Engineering/WSB & Associates for Phase 1 work, with both phases funded by Special Assessments.

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 Houston Engineering/WSB & Associates as the preferred consultant team for the project, for a total of $149,463.79 ($119,571.03 Federal/$29,892.76 Fargo) for Phase 1 and $151,565.63 for Phase 2 (all Fargo).

COMMITTEE	Present	Yes	No	Unanimous
				☑
Brenda Derrig, Division Engineer	☑	☑	☐	
Bill Christian, Executive Director, Metro COG	☑	☑	☐	
Jeremy Gorden, Division Engineer - Transportation	☑	☑	☐	
David Burns, Principal Planner/GIS Coordinator, Metro COG	☑	☑	☐	
Tom Soucy, Engineer, Cass County Highway Dept	☑	☑	☐	
Tim Solberg, Ass't City Planner, West Fargo	☑	☑	☐	

Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

C: Jeremy McLaughlin (HEI), Barry Glienke (B&M), Matt Kinsella (Apex), Travis Wieber (KLJ), Peggy Harter (Stantec), Cindy Gray (SRF), and Damon DeVillers (Interstate Engineering)
Attachments

Phase 1 Contract Information

Agenda Item 5

Fargo-Moorhead Metropolitan Council of Governments
701-232-3242 • FAX 701-232-5043 • Case Plaza Suite 232 • One 2nd Street North • Fargo, North Dakota 58102-4807
Email: metrocog@fmmetrocog.org http://www.fmmetrocog.org

To: Transportation Technical Committee
From: William A. Christian
Date: July 31, 2017
Re: **52nd Avenue South Cooperative Planning and Environmental Report Contract**

A Metro COG consultant selection committee met July 25 and July 26, 2017 to interview seven consultant teams for the 52nd Avenue South Cooperative Planning and Environmental Report contract. After deliberation and scoring process consistent with a Qualifications-Based Planning procedure, Houston Engineering, Inc. was selected as the highest-ranking candidate. Attached for your consideration (Attachment 1) is the draft contract between Metro COG and Houston Engineering for the project.

Metro COG will contract with Houston Engineering for Phase I of the project with a total cost of $149,463.79 ($119,571.03 Consolidated Planning Grant (CPG) and $29,892.76 City of Fargo). Phase II of the project will be a separate contract between the City of Fargo and Houston Engineering, with no participation by Metro COG.

Pending final approval by the North Dakota Department of Transportation (NDDOT), staff is requesting a favorable recommendation to the Policy Board to approve the contract.

Requested Action:
Forward to the Policy Board a favorable recommendation to approve the contract, pending final approval of the NDDOT, between Metro COG and Houston Engineering for the 52nd Avenue South Cooperative Planning and Environmental Report.

AGREEMENT FOR SERVICES
BETWEEN
HOUSTON ENGINEERING, INC. AND THE
FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS

THIS AGREEMENT, entered into this ____ day of _____, 2017, by and between the Fargo-Moorhead Metropolitan Council of Governments (hereinafter called Metro COG or Client), and Houston Engineering, Inc. (hereinafter called the Consultant).

WITNESSETH THAT:

WHEREAS, the Metro COG desires to retain the Consultant to provide such services with respect to the Client's project known as the Project 2017-005: 52nd Avenue South 45th Street to Sheyenne Street (CR 17) Cooperative Planning and Environmental Report Phase I (the Project).

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

A. Employment of Consultant and Scope of Work: Metro COG hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform those tasks and activities as outlined in the Consultant's Statement of Qualifications, and the Consultant's letter of July 19, 2017 as illustrated on **Exhibit A** attached hereto and incorporated herein by this reference (the Work Plan).

B. Time of Performance: The services of the Consultant are to commence as soon as practicable after execution of this Agreement. All products shall be completed and delivered to Metro COG by the dates as set forth on **Exhibit A**.

C. Conflicts of Interest: No officer or employee of Metro COG or any other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which effects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly interested, or have any personal and pecuniary interest, direct or indirect, in this Agreement. Additionally, no member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit arising therefrom.

D. Ownership and Use of Documents: Documents, diagrams, sketches, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of its performance of this Agreement are property of the Metro COG. The Consultant shall have the right to retain copies of all such documents and to make additional copies or reproductions.

E. Personnel & Subcontracting: The Consultant will secure, in accordance with the Scope of Work, all personnel required in performing the services under this contract. Portions of the work or services covered by this Agreement which are subcontracted shall be permitted with written consent of Metro COG and cognizant state and federal agencies. In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative

to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status. The Consultant shall take such action with respect to any subcontract or procurement as Metro COG or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Consultant may request Metro COG enter into such litigation to protect the interests of the Metro COG; and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. Assign Ability: The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Metro COG, and cognizant state and federal agencies. Such restriction shall not apply to any assignment of earnings by the Consultant, except that the Metro COG shall be notified of any such assignment.

G. Termination of Contract for Cause: If through any cause, either party shall fail to fulfill in timely and proper manner his/her obligations under this contract, or if either party shall violate any of the covenants, agreements, or stipulations of this contract, the other party shall thereupon have the right to terminate this contract by giving written notice. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this contract shall, at the option of the Metro COG, become property of the Metro COG, state and federal grantor agencies, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Consultant shall not be relieved of liability to the Metro COG for any damages sustained by the Metro COG by virtue of any breach of the contract by the Consultant, and the Metro COG may withhold any payments to the Consultant until such time as the exact amount of damages due the Client from the Consultant is determined.

H. Termination for Convenience of Metro COG: The Metro COG may terminate this contract at any time by giving written notice to the Consultant of such termination which shall be effective upon receipt of the written notice. In that event, all finished or unfinished documents and other materials, at the option of the Metro COG, become property of the Metro COG and its grantor agencies. If the contract is terminated by the Metro COG, as provided herein, the Consultant will be paid for services rendered through the date of termination.

I. Additional Services: From time to time hereafter, the parties hereto may agree to the performance by the Consultant of Additional Services with respect to the Project. Any such agreement shall be set forth in writing in an Addendum and shall be executed by the respective parties prior to Consultant's performance of any services thereunder. Upon proper completion and execution of any such Addendum, such Addendum shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such Addendum were a part of this Agreement as originally executed. The performance of services pursuant to an Addendum shall be subject to the terms and conditions of this Agreement except where the Addendum shall control. In all other respects, any Addendum shall supplement and be construed in accordance with the terms and conditions of this Agreement.

J. Compensation:

1. The total cost to Metro COG for the performance of work pursuant to this Agreement shall not exceed a total of one hundred fifty thousand dollars ($150,000). This amount will include ALL project costs including labor, general and administrative overhead, fixed fees, travel, materials, supplies, subcontracts, and miscellaneous.

2. The Consultant shall receive payment pursuant to the following:

   a. Labor Services

      Metro COG shall compensate the Consultant for labor services on the basis of hourly rates for person hours spent on the project in accordance with the individual rate schedule outlined in **Exhibit A.**

   b. Reimbursable Expenses

      The Consultant shall be reimbursed for actual expenses as shown in **Exhibit A.** These costs shall not exceed the amounts shown in **Exhibit A.**

K. Allowable Costs and Documentation:

1. Allowable cost must be made in conformance with the project description and the project budget, and all other provisions of this contract, and:

   a. Be necessary in order to accomplish the project.

   b. Be reasonable in amount of the goods or services purchased.

   c. Be actual net costs to the Consultant (i.e., the price paid minus any refunds, rebates or other items of value received by the Consultant which have the effect of reducing the cost actually incurred).

   d. Be incurred (and be for work performed) after the date of this contract, unless specific authorization from Metro COG to the contrary is received.

   e. Be treated uniformly and consistently under accounting principles and procedures approved or prescribed by Metro COG for its contractors.

2. All costs charged to the project, including any approved services contributed by the Consultant or others, shall be documented and supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing, in detail, the nature and propriety of the charges.

L. Records Access and Audits: The Consultant shall maintain complete and accurate records with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. The Consultant shall provide free access to the representatives of Metro COG, the US Department of Transportation, and the Comptroller General of the United States at all proper times to such data and

records, and their right to inspect and audit all data and records of the Consultant relating to his performance under the contract; and to make transcripts therefrom as necessary to allow inspection of all work data, documents, proceedings, and activities related to this contract for a period of three (3) years from the date of the final payment under this contract.

M. Method of Payment: Metro COG shall pay the Consultant on a monthly basis. The payment shall be made upon the Consultant's submission of a bill for the previous month's expenses and Metro COGs approval thereof. Such billing shall be made as hereinafter provided in this section.

1. The Consultant shall submit to Metro COG an itemized invoice [identified as INVOICE FOR (month, year)] for the Consultant's eligible costs incurred during that month. Said invoice shall be received by Metro COG on or before the first Tuesday of the month in which payment is being requested. Metro COG shall remit one hundred percent of the amount of the approved invoice within thirty days of invoice receipt. Invoices received after the first Tuesday of the following month will be payable within sixty days of invoice receipt.

2. For the final payment, an itemized invoice (identified as FINAL INVOICE) for the Consultant's remaining eligible costs, shall be submitted upon completion of the project when project deliverables are approved by Metro COG, the City of Fargo, and state and federal grantor agencies. Metro COG shall remit one hundred percent of the amount of the approved invoice within thirty days of invoice receipt if deliverables are approved and the invoice is received by Metro COG on or before the first Tuesday of the month in which payment is being requested. Invoices received after the first Tuesday of the month will be payable within sixty days of invoice receipt.

N. Amendments: The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both the parties and approved by Metro COG and its state and federal grantor agencies. While not anticipated, any amendments or contract extensions will be negotiated based upon the same rates as indicated in this contract.

O. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

P. Publication, Reproduction, and Use of Materials. No material produced in whole or part under this Agreement shall, during the life of this Agreement, be subject to copyright in the United States or in any other country. Permission and approval must be obtained from Metro COG and its state and federal grantor agencies before any report, handbook, cassettes, compact disk or other electronic media, manual, intermediate, or results are published. Draft copies of all deliverables must be prepared by the Consultant and reviewed and approved by Metro COG and its state and federal grantor agencies before publication. The Consultant, subject to the approval by Metro COG and its state and federal grantor agencies, shall have the authority to publish, disclose, distribute, and otherwise use in whole and part, and reports, data, or other materials prepared under this Agreement.

Q. Risk Management and Liability Considerations:

1. Any and all employees of the Consultant or other persons while engaged in the performance of any work or services required by the Consultant under the Agreement, shall not be considered employees of Metro COG; and any and all claims that may or might arise under the Workmen's Compensation Acts of any state on behalf of said employees or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of the Consultant, Consultant's employees or other persons while so engaged on any of the work or services to be rendered shall in no way be the obligation or responsibility of Metro COG or state and federal grantor agencies.

2. The Consultant will indemnify and hold harmless Metro COG, state and federal grantor agencies and all of their officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages incurred by any persons, organizations, or property resulting from the negligent operations of the Consultants in prosecuting work under this agreement.

3. The Consultant agrees to defend, indemnify, and hold harmless Metro COG, the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on Metro COG or the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by the Consultant to Metro COG and the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for Metro COG and/or State is necessary. Consultant also agrees to defend, indemnify, and hold Metro COG and the State harmless for all costs, expenses and attorneys' fees incurred if Metro COG or the State prevail in an action against the Consultant in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

4. The Consultant shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability with limits of at least $1,000,000 per occurrence, $1,000,000 aggregate; 2) automobile liability with limits of at least $1,000,000, combined single limit; and 3) workers compensation insurance in amounts as required by statute; all covering the Professional for any and all claims of any nature applicable to such insurance which may in any manner arise out of or result from this agreement. 4) Metro COG shall be endorsed on the commercial general liability and automobile liability policies as additional insured's. 5) Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Metro COG. 6) The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Metro COG representative. **The Professional shall furnish a certificate of insurance evidencing the requirements in 1, 2, 4, and 5 above to the undersigned representatives of the Governments prior to commencement of this agreement.** Metro COG reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

5. When a portion of a Contract is sublet, the Consultant shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Consultant, Metro COG and the State as a result of work undertaken by the Subcontractor. In addition, the Consultant shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Consultant. The Consultant shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

6. The Consultants insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by Metro COG. Any insurance, self-insurance or self-retention maintained by Metro COG shall be excess of the Consultants insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Consultant shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Professional from meeting the retention limit under the policy. The Consultants insurance coverage shall be shared equally by the Consultant and the Metro COG until the Consultants insurance coverage is exhausted. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Consultant. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. Metro COG will be indemnified, saved and held harmless to the full extent of any coverage actually secured by the Consultant in excess of the minimum requirements set forth above.

7. Consultant shall secure and keep in force during the term of this agreement and for at least 12 months thereafter from an insurance company authorized to do business in North Dakota, professional liability insurance covering its liability for acts, errors, or omissions in providing or failing to provide professional services, with a minimum coverage limit of $1,000,000 per claim, $1,000,000 aggregate.

R. Deliverables and Products. The consultant shall provide Metro COG with deliverables and product within the established schedule as outlined in **Exhibit A.**

S. Eligibility of Proposer, Non-Procurement Debarment and Suspension Certification, Restrictions on Lobbying, and Certification of Final Indirect Costs. The Consultant is advised that his signature on this contract certifies that the Consultant and his agent will comply with all provisions of this agreement as well as applicable federal and state laws, regulations, and procedures. Moreover, the Consultant affirms his compliance with the federal Debarment and Suspension Certification (**Exhibit B**), the Federal Restrictions on Lobbying (**Exhibit C**), and the federal Certification of Final Indirect Costs (**Exhibit D**).

T. Title VI Assurances. The Contractor should be aware of the following requirements regarding compliance with Title VI:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).

2. Nondiscrimination: The Contractor, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**. ** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro COG or the North Dakota Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Metro COG, or the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions as outlined herein, Metro COG and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

7. The Contractor shall take such action with respect to any subcontract or procurement as Metro COG or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions of Section U. 1-7, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request Metro COG enter into such litigation to protect the interests of the Metro COG; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

U. Disadvantaged Business Enterprise (DBE): In the performance of this agreement, the Consultant shall cooperate with Metro COG and or the North Dakota Department of Transportation in meeting its goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to insure that such business enterprises shall have the maximum practical opportunities to compete for subcontract work under this agreement.

In accordance with US DOT regulations, all subcontracts must include the following statement of DBE policy:

1. DBE Policy: It is the policy of the Department of Transportation that disadvantage business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

2. DBE Obligation: The consultant agrees to ensure that disadvantaged business enterprises as defined in 40 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard all recipients or contracts shall take all necessary and reasonable steps in accordance with 40 CFR Part 23 to ensure the disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The consultant shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

V. Persons with Disabilities: The Consultant shall endeavor that no qualified disabled individual, as defined in 29 USC 706(7) and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from the assistance under this agreement.

W. Successors in Interest: The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereby, and their respective successors and assigns.

X. Waivers: The failure of Metro COG or its state and federal grantors to enforce any provisions of this contract shall not constitute a waiver by Metro COG or its state and federal grantors of that or any other provision.

Y. Notice: All notices, certificates, or other communications shall be considered sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

William A. Christian
Executive Director
F-M Metro COG
Case Plaza, Suite 232

Jeremy McLaughlin, PE
Project Manager
Houston Engineering, Inc.
1401 21st Avenue North

One North 2nd Street
Fargo, ND 58102
701.232.3242

Fargo, ND 58102
701.237.5065

Z. Merger: This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Consultant, by the signature below of its authorized representative, hereby acknowledges that the Consultant has read this agreement, understands it, and agrees to be bound by its terms and conditions.

AA. Metro COGs Responsibilities. Metro COG shall do the following in a timely manner so as not to delay the services of the Consultant:

1. Designate a person to act as Metro COGs representative with respect to the Services. Metro COGs designee shall have complete authority to transmit instructions, receive information, interpret and define Metro COGs policies and decisions with respect to the Services.

2. Furnish the Consultant with all information, criteria, objectives, date, schedules and standards for the Project and the Services.

3. Examine all drafts, reports, memos, and other documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of the Services.

AB. Additional Federal Clauses. **Exhibit E** contains relevant required clauses issued by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) which are considered applicable to this contract. The Consultant is advised that his/her signature on this contract certifies that the Consultant and his agent will comply with all provisions of this agreement as well as applicable federal regulations and procedures, as expressed in **Exhibit E**.

IN WITNESS THEREOF:

Houston Engineering , Inc.

_____ _____

Jeremy McLaughlin, Project Manager
WITNESS: _____

Dated this _____ day of _____, 20__ .

FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS

_____

Brenda Elmer, Metro COG Policy Board Chair

WITNESS: _____

Dated this ____ day of _____, 20 __.

EXHIBIT A (Part 1)

Scope of Services



Proposal for

52ND AVENUE SOUTH (CR 17) COOPERATIVE PLANNING AND ENVIRONMENTAL REPORT

45th Street to Sheyenne Street

Phase I - Planning Elements of the Environmental Document



HoustonEngineering Inc. Fargo Office 701.237.5065 701.237.5101
1401 21st Avenue North Fargo ND 58102

July 19, 2017

David Burns
Principal Planner/GIS Coordinator
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232, One 2nd Street North
Fargo, ND 58102-4807

Subject: Anticipating the Infrastructure Needs of Tomorrow

Dear David:

Forbes.com places Fargo-Moorhead at #12 on its list of "Best Small Places for Business and Careers." While we all share in the excitement of our growing community, we also share a desire to preemptively address the challenges that come with a growing community before they become problems. Among these is the need for reliable transportation infrastructure that anticipates the needs of tomorrow.

Houston Engineering, Inc. (HEI) and WSB & Associates, Inc. (WSB) have put a team together that can help the Fargo-Moorhead Metropolitan Council of Governments (Metro COG) and its partners provide this infrastructure.

Reliable Partners—Metro COG requires a team that can meet all the needs of 52nd Avenue South. That's why HEI and WSB have chosen to work together, as each firm's unique expertise complements the other, ensuring no gaps exist in the services we offer. HEI and WSB have proven to be reliable partners for one another on similar projects, and our team will strive to be a reliable partner to you.

West-End Solutions—The west end of the project corridor features a few unique challenges that could significantly affect the future of this corridor. The HEI-WSB team will evaluate the feasibility of widening the bridge over the Sheyenne River as well as the possible need for a multi-lane roundabout where 52nd Avenue and Sheyenne Street intersect. Our team, led by WSB's roundabout expert, will also evaluate the viability of including roundabouts at other key intersections.

Making an Informed Decision—Metro COG and its partners need more than alternatives to choose from; you need a wealth of information to support and evaluate each alternative. Our team knows what to evaluate thanks to our previous work on major corridors throughout this community, including Fargo's 45th Street South, 25th Street South, and Main Avenue. Our team also brings firsthand knowledge to this corridor thanks to our previous work evaluating urban storm sewer and ditch systems for the entirety of Fargo south of I-94 as well as our history with Drain 27. All alternatives will be supported by informed and experienced personnel.

Thank you for this opportunity. If you have any questions, please contact me at 701.499.2065 or jmclaughlin@houstoneng.com.

Sincerely,

HOUSTON ENGINEERING, INC.

Jeremy McLaughlin, MBA, PE
Project Manager
Direct: 701.499.2065
jmclaughlin@houstoneng.com



Fargo 52nd Avenue South – Phase I –
Planning Elements of the Environmental Document

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CONTACT INFORMATION

Jeremy McLaughlin, MBA, PE
Project Manager/Public Involvement Lead

Direct: 701.499.2065

jmclaughlin@houstoneng.com

HOUSTON ENGINEERING, INC.
1401 21st Avenue North
Fargo, North Dakota 58102

INTRODUCTION AND EXECUTIVE SUMMARY

Houston Engineering, Inc.
1401 21st Avenue North
Fargo, North Dakota 58102
Phone: 701.237.5065
Fax: 701.237.5101
Email: jmclaughlin@houstoneng.com

YEAR ESTABLISHED
1968

TYPE OF OWNERSHIP
S-Corporation



Jeremy will use his extensive knowledge of the project corridor to provide overall project guidance to the team.

For Jeremy's full resume see page 23.

Jeremy McLaughlin, MBA, PE
PROJECT MANAGER/PUBLIC INVOLVEMENT LEAD

Background and Experience
Jeremy McLaughlin will provide overall project coordination and communication as the Project Manager as well as lead all public meetings and all communication between HEI and WSB to ensure for a smooth project. Jeremy leads the transportation and structural services group at HEI, specializing in road, bridge, and infrastructure design, and he has worked on a variety of projects throughout the cities of Fargo, West Fargo, and Moorhead.

Stakeholder Coordination
As with any project, agency coordination and public involvement will be key for completing this project successfully. Jeremy has been involved in numerous public involvement meetings and understands the importance of incorporating the public's needs into the overall project design. He will work with the Fargo-Moorhead Metropolitan Council of Governments (Metro COG) to maintain a project website that will keep all affected stakeholders engaged throughout the project as well as lead all public input meetings.

Corridor Knowledge
Jeremy has served as Project Manager or in a key design role for numerous roadway and bridge projects near the 52nd Avenue corridor in Fargo. He will use his previous corridor experience to ensure this project stays on schedule and within budget as well as aligns with the goals of any future projects.

- **45th Street—23rd Avenue to 52nd Avenue South—PCR, Utility Master Plan, Geometrics, Fargo, ND.** Design Lead
- **Bike Trail Structure over the Sheyenne River (Osgood Bridge) Fargo/West Fargo, ND.** Project Manager
- **40th, 42nd, and 45th Avenue South Bridge Replacements over CD 27, Fargo, ND.** Design Engineer
- **25th Street South Roadway Reconstruction and Bridge Widening, Fargo, ND.** Structural Team Lead
- **Drain 27 Flood Protection, 40th Avenue South to Interstate 29, Fargo, ND.** Structural Project Manager

HEI's Corridor Experience

29 blocks of roadway widening

45th Street - 23rd Avenue to 52nd Avenue South

- Traffic analysis
- Widening from two lanes to four and six lanes
- Storm sewer master planning
- CATEX for Environmental Document
- Public involvement



5 bridges designed on Drain 27



Bridge replacements over Drain 27

- 40th Avenue South Bridge
- 42nd Avenue South Bridge
- 45th Avenue South Bridge
- 52nd Avenue South Bridge (PCR and preliminary design)

Other bridges

- Bike Trail Structure over the Sheyenne River (Osgood Bridge)





developer coordination

Current coordination with the following residential developments:

- Rocking Horse Farm Development
- Veterans Park First Addition

195 miles of storm sewer modeled

South of I-94 to southern Fargo city limits

- 10,600 manholes and inlets
- 7,200 pipes
- More than 70 outfalls
- Approximately 1,800 homes removed from the floodplain



Osgood Bridge



45th Street South



40th Avenue Bridge

WSB's Traffic Engineering Experience

Comprehensive public involvement program

Roundabout myth-busting program includes:

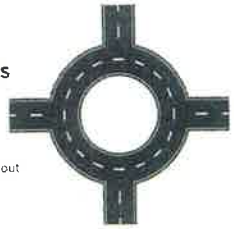
- Project website
- Public meeting
- Elected official workshops
- Project newsletters



60 roundabouts

Recent roundabout projects:

- Blake Road corridor study
- Douglas Drive reconstruction
- CSAH 24 intersection improvements
- CSAH 35 and County Road 134 roundabout





Douglas Drive Reconstruction
Golden Valley, Minnesota

- Two roundabouts
- Four signalized intersections
- Public involvement process, specializing in the education regarding roundabouts

TH 11 Corridor Study
Roseau, Minnesota

- Public input through focus groups, interactive websites, public open house meetings, on-site visits, and city council meetings were utilized to identify priority improvements
- WSB and project partners developed a vision of the alternative improvements that will be implemented over the next 25 years

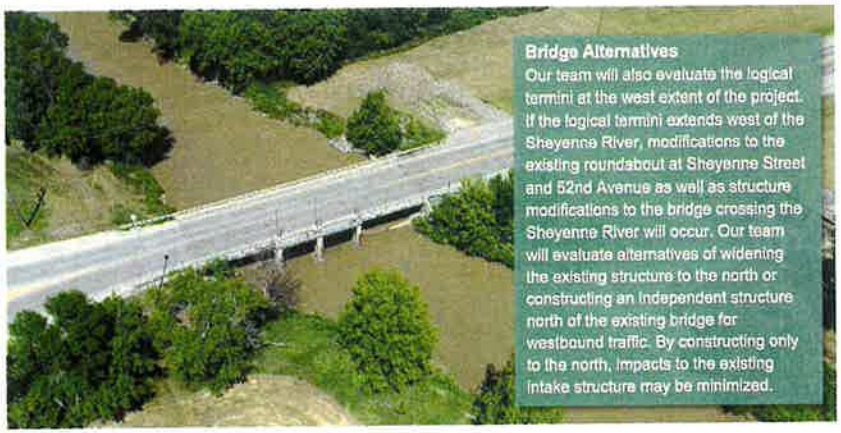




Project Recommendations or Conclusions

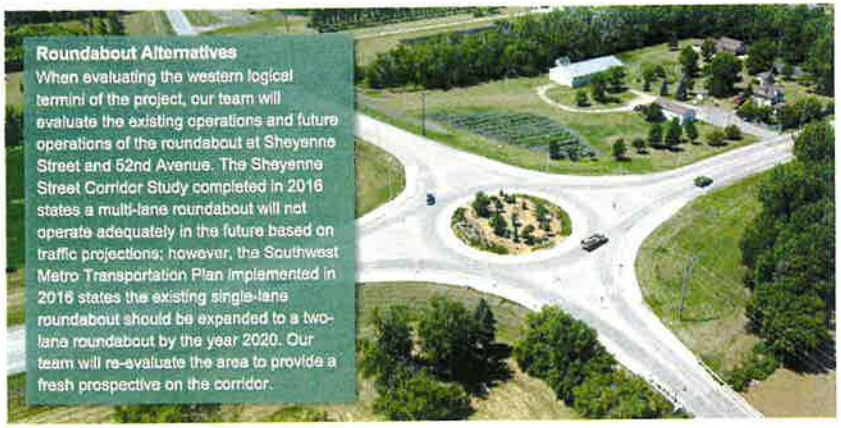
Access Control

Due to the limited access to existing developments throughout the corridor, access control will significantly impact traffic operations. We will evaluate alternatives to consolidate or modify access points to improve operations and reduce potential conflict points. Depending on the selected design alternative, access to McMahon Estates 2nd Addition and the Southside Annex at the west end of the project may be restricted to a ¾ access.



Bridge Alternatives

Our team will also evaluate the logical termini at the west extent of the project. If the logical termini extends west of the Sheyenne River, modifications to the existing roundabout at Sheyenne Street and 52nd Avenue as well as structure modifications to the bridge crossing the Sheyenne River will occur. Our team will evaluate alternatives of widening the existing structure to the north or constructing an independent structure north of the existing bridge for westbound traffic. By constructing only to the north, impacts to the existing intake structure may be minimized.



Roundabout Alternatives

When evaluating the western logical termini of the project, our team will evaluate the existing operations and future operations of the roundabout at Sheyenne Street and 52nd Avenue. The Sheyenne Street Corridor Study completed in 2016 states a multi-lane roundabout will not operate adequately in the future based on traffic projections; however, the Southwest Metro Transportation Plan implemented in 2016 states the existing single-lane roundabout should be expanded to a two-lane roundabout by the year 2020. Our team will re-evaluate the area to provide a fresh prospective on the corridor.

Project Issues Map





WORK PLAN AND PROJECT METHODOLOGY

Work Plan

TASK 0 – PROJECT MANAGEMENT

Task Description

This task involves the overall management of staff and documentation of project coordination and deliverables.

Task Approach

Successful projects begin with great project management. That's why the team's most experienced staff have taken up leadership roles -- Jeremy McLaughlin will provide overall Project Management and direction; and Jeff Lansink will direct HEI's day to day tasks, and Tony Heppelmann will direct WSB's day to day tasks.

Quality Management—As part of HEI's Quality Management Plan (QMP), senior-level management provides the resources necessary to ensure high quality deliverables. For example, the HEI-WSB team will utilize the project work plan and schedule early in the project to identify the required deliverables and milestones. It is HEI's intent to fully utilize a project-specific and comprehensive QMP that satisfies the current North Dakota Department of Transportation (NDDOT) QMP Manual. Significant decisions will be documented and filed. As Project Manager, Jeremy McLaughlin will review the deliverables of each submittal for consistency and proper execution of the QMP.

A "cold-eyes" review of all deliverables will also be performed before submitting to Metro COG.



Public Information—Keeping the public informed and engaged will help this project moving ahead without costly or embarrassing delays. Our team will provide information to be posted on the project website and social media as outlined in Task 2 as part of the effort to keep the public up to date on the details of your project.



Jeff Lansink
HEI Lead

Jeff has a long history of working on various transportation projects within Fargo. As the HEI Lead, he will provide all coordination between HEI staff. Jeff provided services for the following projects:

- 45th Street PCR, Utility Master Plan, and Geometrics—Design Engineer for a six-lane urban arterial roadway widening
- 25th Street South Reconstruction—Lead Design Engineer to widen from a four-lane to a six-lane roadway
- Main Avenue Reconstruction—Geometric and profile design of new roadway

Progress Tracking—We will submit regular progress reports detailing project tasks and deliverables, including milestone dates and progress to date.

Documentation/Meetings—HEI will prepare meeting agendas and detailed meeting minutes to be distributed to all attendees of SRC meetings, along with bi-monthly progress and additional coordination meetings held throughout project development.

DELIVERABLES

- Project website information
- Social media posts
- Progress reports and meeting reports and minutes
- Project invoicing
- Key stakeholder meetings

TASK 1 – EXISTING AND FORECAST YEAR 2040 PROJECT CONDITIONS

Task Description:

The HEI-WSB team will document existing and forecast year project conditions for "No-Build" and "Build" scenarios for the defined study area.

This study area will include 52nd Avenue South from 45th Street to Sheyenne Street as well as the intersecting cross streets. The following key intersections will be evaluated in this task:

- Sheyenne Street (CR 17)
- 63rd Street
- 53rd Avenue
- Veterans Boulevard
- 53rd Street
- 47th Street
- 45th Street

The documentation of the existing and forecast year project conditions will include the following information for the study areas:

- Project construction history
- Functional and funding classification
- Geometry
- Typical section
- Existing transit facilities, including existing bus routes and ridership
- Existing and planned sidewalks and trails or shared use paths
- ADA compliance
- Pavement conditions
- Traffic speeds
- Existing daily and peak-hour traffic volumes
- Existing a.m. and p.m. peak-hour turning movements
- 2040 daily and peak-hour traffic volumes
- 2040 a.m. and p.m. peak-hour turning movements



POTENTIAL ALTERNATIVES INCLUDING ROUNDABOUTS AT KEY INTERSECTIONS AND A MULTI-LANE ROUNDABOUT AT SHEYENNE STREET WILL BE EVALUATED

A traffic operations analysis will be completed for the key intersections previously listed for the existing conditions and for the forecast no-build conditions. The traffic operations analysis will document the intersection Level of Service (LOS), the delay in seconds per vehicle, and the queue lengths for through and turn lanes for both the a.m. and p.m. peak hours. This information will be used to identify the required improvements on 52nd Avenue South and the intersecting cross streets—traffic operations analysis will also be completed for a minimum of one build alternative. Other potential alternatives to be evaluated include roundabouts at the key intersections and the potential need and timing for a multi-lane roundabout at Sheyenne Street and 52nd Avenue. This analysis will determine whether the four-lane section should be carried to Sheyenne Street or if it can be dropped to the east of the Sheyenne River.

A technical memorandum will be prepared that documents this information. The memorandum will document the existing geometry, cross section, number of lanes, and speeds in the corridor. It will also include the existing traffic volumes, including the daily volumes and peak-hour turning movements and the existing levels of service at the key intersections. The "Build" and "No-Build" traffic forecasts will be documented for the corridor and the forecast levels of service. The memorandum will also document existing and proposed transit facilities and potential intelligent transportation systems (ITS) technologies that could be implemented in the corridor.



Sudheer Dhulipala
Traffic Forecasting and Traffic Operations

Prior to joining WSB, Sudheer served as Lead Traffic Engineer on several traffic operations studies for the NDDOT. Sudheer provided services for the following projects:

- Grand Forks/East Grand Forks MPO Streets and Highway Plan Update—Used Synchro models to analyze more than 50 intersections
- TH 169 Reconstruction—Developed traffic forecasts to analyze future traffic operations on TH 169 in Champlin, MN

Task Approach

Task 1 will consist of the following subtasks:

- Data collection
- Traffic counts
- Traffic forecasts
- Traffic operations analysis
- Preparation of existing conditions memo

The following sections address our approach to each of these subtasks.

Data Collection—The information on existing conditions will be collected through a combination of existing aerial photos, field surveys, and existing transportation and comprehensive plans from Metro COG, the cities of Fargo and West Fargo, and Cass County.



TRAFFIC COUNT CAMERAS COULD BE PLACED AT INTERSECTIONS TO COLLECT 48 HOURS OF VIDEO DATA TO COMPILE TURNING MOVEMENT COUNTS

Traffic Counts—Metro COG has stated in the RFP that they will assist as necessary with the traffic data collection. Our team will identify the traffic data that we will need for our analysis and the locations where the data is needed. This will include turning movement counts at the key intersections and daily and peak-hour volumes for the segments of 52nd Avenue South between key intersections and on the intersecting cross streets. We have identified the cost for our team to collect this data as an optional task. We have broken this cost down by intersection and segment. Our team could also place traffic count cameras at the intersections and collect 48 hours of video for each intersection and provide the video data to Metro COG to compile the actual turning movement counts. We have also provided a separate price for that effort.

Traffic Forecasts—The RFP indicates that 2040 traffic forecasts will be provided from the 2010 travel demand model for the 2014 LRTP. Our team will analyze the inputs used for the 2040 traffic forecasts and compare them to the inputs that are currently being updated for the study area. Our analysis will include a comparison of the socio-economic inputs (including population, households, and employment) and trip generation for each of the zones within the study area. The purpose of the comparison is to determine how much greater or less the trip generation is for the study area with the new inputs and how that could change the percentage increase in traffic forecast for the corridor. Our team will also review the historical traffic volumes for the corridor and compare the historical percentage growth in traffic with the percentage growth implied by the 2040 forecast volumes. Our team will recommend 2040 traffic forecasts for the corridor based on the results of this analysis. The recommended percentage increase in traffic will be applied to existing daily and peak-hour volumes as well as to existing intersection turning movement volumes to obtain 2040 daily, peak-hour, and intersection turning movement forecasts.

Traffic Operations Analysis—Our team will use Synchro/SimTraffic for the analysis of the intersection turning movements to obtain existing and forecast levels of service, vehicle delay, and vehicle queue lengths. WSB has automated inputs and outputs for SimTraffic so that they can quickly analyze and present results for alternatives. SimTraffic can also be used to present visual simulations of traffic flow in the corridor for various alternatives.

Technical Memorandum No. 1 – Existing and Forecast Year Conditions—This memo will document the methodologies, assumptions, analysis, and results from the above work. The memorandum will include figures and tables presenting the information, including the existing and forecast volumes and measures of effectiveness.

DELIVERABLES

- Technical Memorandum No. 1

MILESTONES

- October 6, 2017

TASK 2 – PUBLIC INPUT

Task Description

The team will coordinate the public input for the Phase I project. The public input will consist of four meetings with the Study Review Committee (SRC) and two public meetings. The team's responsibilities for the SRC and public meetings are outlined below.

Study Review Committee—The team will work with Metro COG to determine the members of the SRC. It is expected that the SRC will consist of representatives from Metro COG, the City of Fargo, the City of West Fargo, Cass County Highway Department, and the NDDOT Local Government Division. Our team will prepare an agenda for each meeting, meeting materials, and minutes summarizing the discussion and direction provided at each meeting. We will work with Metro COG to identify a location and time for each meeting.

Public Meetings—The team will work with the SRC to identify an appropriate date, time, and location for each of the two public meetings. Our team will advertise the public meeting and mail out notices to nearby property owners. Our public involvement plan will include a schedule for public meeting notification (advertising and press release). We will also work with the cities and the County to (1) post on their respective websites, (2) post on the Metro COG website, and (3) advertise in resident newsletters. Our team will prepare the necessary materials for display at the open house and arrange for both written and verbal comments as well as prepare a technical memorandum summarizing the information presented at each open house and the comments that were received. Materials will also be prepared for key stakeholder meetings as needed.



RENDERINGS OF PROJECT ALTERNATIVES WILL BE PREPARED FOR PUBLIC MEETINGS



Erik Nelson
GIS Specialist

Erik provides HEI project teams with 3D models to help stakeholders visualize proposed projects at public meetings. Erik provided services for the following projects:

- 25th Street Roadway Reconstruction
- 3D Animations for NP Avenue

Task Approach

The purpose of this task is to develop the consent needed to move ahead with Phase II of the project and better define the scope of improvements needed on 52nd Avenue. It is an opportunity for our team to understand the existing and future issues and concerns in the corridor and develop solutions to address those concerns. Therefore, the meetings will be structured to obtain the necessary input on issues, goals, objectives, alternatives, and the evaluation of alternatives in order to properly screen which alternatives will be considered in the Phase II study. Outlined below is the information that will be presented at each of the SRC and public meetings.

WSB has developed a system for roundabout myth busting to be used during public involvement meetings.

SRC Meetings

Meeting 1:

- Review of project scope and schedule
- Data needs
- Traffic forecasts
- Draft goals, objectives, and issues
- Public involvement plan
- Schedule and location for first public meeting

Meeting 2:

- Traffic forecasts and operations analysis—Technical Memorandum #1
- Range of alternatives
- Updated goals, objectives, and issues
- Purpose and need
- Evaluation process/evaluation criteria
- Information for first public meeting

Meeting 3:

- Feedback from first public meeting
- Finalize purpose and need and goals, objectives, and evaluation criteria—Technical Memorandum #3
- Finalize range of alternatives—Technical Memorandum #4
- Initial alternatives evaluation—Technical Memorandum #4
- Environmental impact review—Technical Memorandum #4
- Second public meeting—schedule, location, and potential information

Meeting 4:

- Feedback from second public meeting—Technical Memorandum #2
- Updated alternatives evaluation—Technical Memorandum #4
- Recommendations for Phase II Study
- Draft report

We anticipate the public meetings will be an open house format where stakeholders can provide input on goals, objectives, issues, alternatives, as well as the evaluation criteria and process.

Public Meetings

Public Meeting 1:

- Project scope and schedule
- Purpose and need for project, including draft goals, objectives, and evaluation criteria
- Existing conditions
- Traffic forecasts and operations
- Known corridor issues
- Range of alternatives

Public Meeting 2:

- Range of alternatives
- Preliminary evaluation of alternatives
- Potential environmental impacts
- Update on project schedule

DELIVERABLES

- Technical Memorandum No. 2

MILESTONES

- SRC Meeting #1, September 8, 2017
- SRC Meeting #2, October 5, 2017
- Public Meeting #1, October 16, 2017
- SRC Meeting #3, November 29, 2017
- Public Meeting #2, December 5, 2017
- Technical Memorandum #2, December 30, 2017
- SRC Meeting #4, January 4, 2018

TASK 3 – IDENTIFICATION OF ISSUES AND PROJECT PURPOSE AND NEED

Task Description

This task involves the preparation of the Purpose and Need statement. The Purpose and Need statement will be developed following the NDDOT Design Manual guidance on the development of a "Purpose and Need" statement. The Purpose and Need statement will include information on (1) the analysis of existing and forecast conditions and (2) the issues identified through that analysis and public input. It will include specific goals and objectives for the project.



Tony Heppelmann
WSB Lead

With 37 years of experience in transportation planning and design, Tony will oversee the WSB tasks. His technical responsibilities include:

- Traffic forecasting
- Traffic operations analysis
- Traffic impacts and needs assessments
- Alternatives analyses
- Preliminary geometric design

Task Approach

The team will prepare an initial list of corridor issues based on the analysis of the existing and forecast conditions that will be presented to the SRC and then, after updates based on the SRC comments, at the first public meeting. This information will help the public provide feedback on what they see as

the needs in this corridor. The list of corridor issues will be updated based on the feedback at that meeting.

In addition, our team will prepare a draft list of goals and objectives for the corridor for review and comment by the SRC. This will be updated and presented at the first public meeting. Based on the feedback from the first public meeting, a final draft of the Purpose and Need Statement will be prepared for review by the SRC. A separate technical memorandum will be prepared that documents the process used to identify the issues and includes the Purpose and Need statement.

DELIVERABLES
- Technical Memorandum No. 3

MILESTONES
- November 22, 2017

TASK 4 – DEVELOPMENT AND ANALYSIS OF PROJECT ALTERNATIVES

Task Description

This task involves the development and evaluation of alternatives. At a minimum, one "Build Alternative" will be identified along with the "No-build Alternative." Other "Build" alternatives or sub-alternatives will be identified in this task based on the results of the traffic analysis and input from the SRC and public meetings.



THE EXPANSION OF THE ROUNDABOUT AT SHEYENNE STREET WILL BE EXPLORED

These alternatives may include alternative intersection control such as roundabouts and/or locations for adding/dropping through lanes. This may also include potential staging or phasing of implementation. One area where alternatives may be explored is in the area of the Sheyenne Street and the Sheyenne River crossing. Potential alternatives to explore would include the need to expand the roundabout at 52nd Avenue South and Sheyenne Street and how to expand 52nd Avenue South over the Sheyenne River.

A concept layout will be prepared for up to three "Build Alternatives" that will include a plan view and typical cross sections.

A description will be prepared for each alternative that describes the number of through lanes, cross sections, turn lanes, intersection control, access control, the locations of sidewalks and trails, and other pertinent features of the alternative. Any proposed accommodations or enhancements for transit will also be described. A concept layout will be prepared for up to three "Build Alternatives" that will include a plan view and typical cross sections.

The analysis of the alternatives will also be completed as part of this task. The analysis will be set up to provide information for the evaluation of alternatives in Task 6. At a minimum, the analysis will include the following:
- Traffic operations analysis—This would include evaluation of LOS, vehicle delay, and queue lengths
- Overall corridor LOS including travel times
- Crash analysis and potential crash reductions
- Right-of-way needs
- Structures required—Including bridges and retaining walls and major culverts
- Proposed lighting
- Cost estimates and cost breakdown by jurisdiction
- Maintenance costs and responsibilities
- Jurisdictional transfer possibilities
- Utility Conflicts

Additional analysis may be completed depending on the identified evaluation criteria.

Task Approach

The build alternatives will be identified based on the analysis of the existing and forecast conditions, which includes the 2040 traffic forecasts and 2040 traffic operations analysis. The build alternatives will be refined based on other issues identified in the corridor and public input.

DELIVERABLES
- Technical Memorandum No. 4

MILESTONES
- December 30, 2017

TASK 5 – ENVIRONMENTAL IMPACT REVIEW OF PROJECT ALTERNATIVES

Task Description

This task involves the review and documentation of the environmental impact of each of the build alternatives developed under Task 4. Solicitation of Views letters describing the proposed project will be sent to regulatory and stakeholder agencies per the NDDOT Design Manual.

Task Approach

In addition to our investigation of impacts, those impacts identified through the Solicitation of Views process will be included. A comparison matrix of the impacts per alternative will be developed to aid in the evaluation of each alternative in proposed environmental documentation.



Adam Ruud
Roadway Geometrics Lead

Adam has worked extensively on both urban and rural roadway projects for HEI and is well-versed in the NDDOT Design Manual standards. Adam provided services for the following Fargo projects:
- 25th Street Roadway Reconstruction—Design Engineer
- 2nd Street/Downtown Flood Control Project—Design Engineer
- South University Drive Reconstruction—Design Engineer

Environmental impacts for the following items will be reviewed and summarized:
- Land use
- Prime and unique farmlands
- Social
- Relocations (none anticipated)
- Economic
- Pedestrians/bicyclists
- Air quality
- Noise
- Water quality
- Wetlands
- Water body modification, wildlife and invasive plant species
- Floodplain
- State scenic river
- Threatened and endangered species
- Hazardous waste
- Visual
- Energy
- Trees
- Temporary construction (traffic control, phasing, detours, alternative routes, air, noise, and/or water quality impacts)
- Low-income and minority living access
- Section 4(f) and 6(f) intersections

DELIVERABLES
- Technical Memorandum No. 4

MILESTONES
- December 30, 2017

TASK 6 – EVALUATION OF PROJECT ALTERNATIVES

Task Description

The team will complete an evaluation of the alternatives, including the "No-Build" alternative, that will provide the information needed for the SRC to determine whether some of the "Build" alternatives are not technically feasible. The evaluation will be based on the information developed in Tasks 4 and 5 and will address the evaluation criteria that were identified in Task 3. An evaluation matrix will be prepared that summarizes the relevant information for each alternative, including the "No-Build" alternative, for each of the evaluation criteria.

Likely evaluation criteria would include:

- Traffic operations
- Safety
- Construction costs by jurisdiction
- Maintenance costs by jurisdiction
- Right-of-way needs
- Access impacts
- Business impacts
- Social impacts
- Environmental impacts

Technical feasibility will depend on how well the alternative accomplishes the project goals and objectives and at what cost.

Task Approach

It is important to identify the evaluation process early in the study process and tie the evaluation to the project Purpose and Need and issues that are to be addressed. Technical feasibility will depend on how well the alternative accomplishes the project goals and objectives and at what cost—both the direct costs to build and maintain the project as well as indirect costs to the environment, neighborhoods, and businesses. As part of developing the Purpose and Need, our team will identify the project goals, objectives, and evaluation criteria and describe how these evaluation criteria will be used to determine whether an alternative is technically feasible.

DELIVERABLES

- Technical Memorandum No. 4

MILESTONES

- December 30, 2017

Project Schedule

- Notice to Proceed — August 31, 2017
- Project Startup — September 1, 2017
- SRC Meeting #1
- SRC Meeting #2
- Technical Memo #1 — October 6, 2017
- Public Meeting #1
- Technical Memo #3 — November 22, 2017
- SRC Meeting #3
- Public Meeting #2
- Technical Memo #4 and #2 — December 30, 2017
- SRC Meeting #4

Corridor Study





BLAKE ROAD CORRIDOR STUDY HENNEPIN COUNTY, MINNESOTA

» Firm
WSB

» Location
Hopkins, Minnesota

» Client
City of Hopkins

» Contact
Nate Stanely
City Engineer
952.548.6356

» Client Benefits

- Alternative designs and concepts for a transit station.
- Concepts for the transit station took into account public input and multiuse trails and sidewalk connections.

Background

WSB was retained by the City of Hopkins and its partners to identify improvements to Blake Road from south of CSAH 3 (Excelsior Blvd) to just north of TH 7. The project was to identify the appropriate cross section of the corridor to serve as the primary access point for the future Blake Road LRT Station (part of the Southwest Light Rail Transit Line). Improvements focused on high-level concepts that were completed by Hennepin County as part of the Transitional Station Area Action Plan (TSAAP) process.

The Project

The concepts and alternatives developed by the project team took into consideration several factors that concerned the public as there is a large environmental justice population living along the corridor. Public input played an important role in the identification of a preferred alternative. The preferred concept was further refined by WSB as part of the preliminary engineering process. In the end, a three- and four-lane facility with dedicated turn lanes was identified. Multiuse trails and sidewalk connections were included as were key crossing locations for pedestrians. Improvements at TH 7 and CSAH 3 were incorporated, and a roundabout near the center of the corridor was considered. ■

Roadway Design



HENNEPIN COUNTY CSAH 61 (SHADY OAK ROAD) FROM CSAH 3 (EXCELSIOR BOULEVARD) TO TH 7 HENNEPIN COUNTY, MINNESOTA

» Firm
WSB

» Location
Hopkins, Minnesota

» Client
Hennepin County

» Client Benefits

- Traffic control changes for safer, more efficient intersections.
- Public engagement activities.

Background

Hennepin County and its partners, the Cities of Hopkins and Minnetonka, retained WSB to complete preliminary and final design for CSAH 61 between CSAH 3 and TH 7. In addition to design efforts, the project included a number of evaluations and reviews to improve safety and mobility as well as address geometric and flooding problems.

The Project

WSB developed an access management plan, identified the appropriate locations to construct turn lanes, determined areas for a center median, completed traffic operations at key intersections and recommended traffic control changes, shifted a portion of the alignment to reduce horizontal and vertical curves, successfully minimized and mitigated impacts to adjacent parks and wetlands, and incorporated additional travel lanes. The project included public input and community engagement activities, including open house meetings, mailings, small group meetings for targeted improvement areas, meetings with adjacent businesses and meetings with elected officials. A project website was maintained for the duration of the project—including during construction. ■

Roadway Design & Construction



CSAH 101 CORRIDOR STUDY
MINNETONKA, MINNESOTA

Background

Hennepin County and the City of Minnetonka selected WSB to complete preliminary design, final design, and environmental documentation for the reconstruction of CSAH 101 between CSAH 62 (crosstown) and Hutchins Drive in the City of Minnetonka. The project also included public and agency engagement.

The Project

CSAH 101 received turnback funds from MnDOT to bring the roadway up to standards. As part of the project, WSB was charged with developing a number of different alternatives for the corridor. Concepts were developed for new intersection control at key locations as well as sidewalk and trail alternatives. A citizen's advisory committee was used to develop and evaluate the various concepts. In the end, the agencies and public agreed that a three-lane facility was appropriate with multiuse trails and upgraded intersections, including new traffic control at an elementary school and an off-set intersection.

Once the preferred concept was identified, WSB completed a discretionary EAW and completed preliminary design. Following approval of the EAW, WSB completed final design and specifications for the project. ■

» Firm
WSB

» Location
Minnetonka, Minnesota

» Client
Hennepin County and the City of Minnetonka

» Client Benefits
- New three-lane facility.
- Safer bus and parent vehicle circulation for Clear Springs Elementary School.
- High public engagement with the citizen's advisory committee.

Roadway Reconstruction



DOUGLAS DRIVE RECONSTRUCTION
GOLDEN VALLEY, MINNESOTA

Background

The Douglas Drive reconstruction project is a 1.75-mile reconstruction of a Hennepin County roadway that goes through the heart of Golden Valley. The project includes a number of innovative features to create a multi-modal corridor. The project contains two roundabouts; four signalized intersections; undergrounding of overhead utilities; replacement of a Bassett Creek box culvert, pond expansion, and stormwater reuse system; railroad coordination; on-street bike lanes; a multi-use trail; landscaping improvements; and signature lighting.

The Project

WSB led the project from the preliminary planning and design phase through comprehensive final design and provided construction administration assistance. WSB also led the public involvement process, specializing in the education regarding roundabouts as this project features the first roundabouts within the City of Golden Valley. ■

» Firm
WSB

» Location
Golden Valley, Minnesota

» Client
City of Golden Valley

» Contact
Jeff Oliver
City Engineer
763.593.8034

» Client Benefits
- The project created a multi-modal corridor in the heart of Golden Valley.
- Project included utilities, railroad coordination, bike lanes, and more.

Corridor Study



TH 11 CORRIDOR STUDY
ROSEAU COUNTY, MINNESOTA

Background

WSB was contracted by MnDOT and project partners to complete a 60-mile corridor study of TH 11 in Roseau County. The corridor is home to Marvin Window and Polaris and so has a high volume of truck and freight traffic.

The Project

Due to the high volume of traffic and a lack of dedicated turn lanes a number of head-on and run-off-the-road crashes have occurred along TH 11. WSB utilized focus groups, interactive websites, public open house meetings, on-site visits, and meetings with city councils to identify incident hot-spots along the corridor, priority improvements for these areas, and to develop solutions. WSB evaluated existing and future conditions along the corridor and identified a number of crash and travel patterns contributing to problems on the corridor. With this information, WSB and project partners developed a vision of the alternative improvements that will be implemented over the next 25 years. Implementation is based on input from various stakeholder groups, different funding scenarios for MnDOT cost participation, and programmed maintenance and rehabilitation activities to efficiently utilize funding and minimize disruption to traffic flow. ■

» Firm
WSB

» Location
Roseau County, Minnesota

» Client
Minnesota Department of Transportation and Roseau County

» Client Benefits
- Recommended improvements to address safety problems and increase the efficiency of CSAH 27.
- Stakeholder meetings throughout the study to ensure all concerns were addressed.

Corridor Study



CSAH 27 CORRIDOR STUDY
SCOTT COUNTY, MINNESOTA

Background

WSB was selected by Scott County to conduct a long-term corridor study for CSAH 27. CSAH 27 is a 16-mile long, north-south corridor that traverses the entire county.

The Project

The purpose of the study was to identify improvements for intersections, address safety problems, develop concept alternatives for two of the four segments, provide an access plan, and create project recommendations. WSB developed future traffic volumes for the corridor and identified existing and future segment capacity constraints. Through multiple analyses, WSB recommended extending the four-lane corridor to CSAH 21, modifying geometrics, installing different intersection control devices, and modifying nearby access.

The final report included a staged implementation plan to address problem areas in identified timeframes as well as anticipated costs and potential funding sources.
The project included coordination with two cities, two townships, property owners, the Three Rivers Park District, environmental review agencies, and the public. Numerous public and stakeholder meetings took place throughout the corridor study. ■

» Firm
WSB

» Location
Scott County, Minnesota

» Client
Scott County

» Client Benefits
- Recommended improvements to address safety problems and increase the efficiency of CSAH 27.
- Stakeholder meetings throughout the study to ensure all concerns were addressed.

Roadway/Bridge



25TH STREET SOUTH ROADWAY RECONSTRUCTION AND BRIDGE WIDENING, FARGO, NORTH DAKOTA

Background

Fargo's 25th Street and the interchange at I-94 had become increasingly congested over the last several years, and the road segment from 17th Avenue South to 24th Avenue South had experienced a drop in the level of service while delay times have risen with increased traffic.

The Project

HEI led the consultant team for the PCR and final design.

HEI also completed the environmental documentation, design, and final construction plans for the widening of the existing bridge over I-94 at 25th Street South and the construction of two retaining walls. The bridge was widened from 83 feet to 134 feet.

Total construction cost for bridge and roadway: $15 million.

» Firm
HEI

» Location
Fargo, North Dakota

» Client
City of Fargo

» Contact
Jeremy Gorden, PE
701.241.1529

ACEC
Ameriac Council of Engineering Companies of North Dakota
Engineering Excellence Award
Category H-Transportation

NDI
Gold Star Award
Bridge Category
Ready Mix & Concrete Products Assoc.

» Client Benefits
- Increased number of traffic lanes on roadway and bridge that incorporated aesthetic enhancements.
- Maintained the required vertical clearance for traffic under the bridge.

14 (6059_023) 4-11-17

Roadway/Bridge



45TH STREET WIDENING – 23RD AVENUE TO 52ND AVENUE SOUTH PCR, UTILITY MASTER PLAN, AND GEOMETRICS, FARGO, NORTH DAKOTA

Background

The City of Fargo City needed to study upgrades for 45th Street South as the area south of I-94 was rapidly expanding around numerous new developments.

The Project

HEI was retained by the City to complete a Project Concept Report for the three miles of 45th Street South that were seeing a substantial increase in traffic. The project involved widening 45th Street from two or four lanes to six lanes. Project highlights include:

- Geometric design to widen two or four lanes to six lanes
- CD 27 bridge widening to six lanes
- Master plan for storm sewer and sanitary sewer
- PCR – CATEX for Environmental Document
- Construction phasing for detours and fast track construction
- Full public participation for alternatives and construction
- 30% preliminary plans with City providing final design

The project was constructed in 2010 with a preliminary cost estimate of approximately $10 million.

» Firm
HEI

» Location
Fargo, North Dakota

» Client
City of Fargo

» Contact
Jeremy Gorden, PE
701.241.1529

» Client Benefits
- Coordinated with Advanced Traffic Analysis Center (ATAC) and Fargo-Moorhead Metro COG for new traffic projections out to year 2030.
- Storm sewer and sanitary sewer master planning.

08 (3915_024) 4-4-17

BRIDGE DESIGN AND RECONSTRUCTION FARGO, NORTH DAKOTA

Bridges



42nd Street Southwest Bridge



40th Avenue South Bridge

42nd Street Southwest Bridge

HEI was selected for project development, design, and construction engineering related to a new bridge over Rose Coulee. The new bridge is 128 feet long by 84 feet wide. It is a concrete structure supported by steel piling driven 80 feet deep. The bridge includes almost a mile of steel piling, 60 tons of reinforcing steel, and over 760 cubic yards of concrete. The bridge accommodates four lanes of traffic and includes separate sidewalks and bikeways. The bridge was designed for the future addition of a raised median.

Construction Cost: $560,000.

40th Avenue South Bridge

The new bridge is 124 feet long by 92 feet wide. It is a concrete structure supported by steel piling driven 80 feet deep. The bridge accommodates four lanes of traffic and includes separate sidewalks and bikeways, with an 18-foot-wide center median. The road was widened from a two-lane rural section to a four-lane urban section, with turn lanes and pedestrian walkways.

The City also requested additional architectural treatments for the bridge due to the proximity to residential areas as well as the pedestrian bike path that parallels CD 27 and crosses under the bridge. Form liners, decorative railings, and painted structural components were utilized to distinguish this bridge and provide a unique and aesthetically-appealing structure.

Construction cost: $1.1 million.

Osgood Bridge

The City utilized historic bridge funds allocated from the NDDOT to convert the 1920s-era overhead steel truss bridge into a landmark pedestrian structure. The reconstructed bridge was 118 feet long and accommodated a 16-foot-wide pedestrian path. HEI worked with the cities of West Fargo and Fargo on bridge color, landscape plantings, and hydraulic concerns to ensure that the bridge would serve as a safe and appealing landmark structure for years to come.

Construction cost: $500,000.



Osgood Bridge

» Firm
HEI

» Location
Fargo, North Dakota

» Client
City of Fargo

» Contact
Jeremy Gorden, PE
Division Engineer
701.241.1529

Mark Bittner, PE
Director of Engineering
701.241.1545

» Client Benefits
- New, safe pedestrian and bike crossings.
- Accommodations for future growth.
- Use of aesthetically-appealing designs to enhance the corridor.

(3915_010; 3915_023; 3915_030) 7-14-17

Bridge Design



45TH STREET BRIDGE AT ROSE COULEE (DRAIN 27) FARGO, NORTH DAKOTA

» Firm
HEI

» Location
Fargo, North Dakota

» Client
Cass County

» Contact
Jason Benson, PE
701.298.2372

» Client Benefits
- Restored vital link in rural transportation route.
- Improved channel alignment at bridge.

Background
The original bridge built in 1954 was deteriorating. It was a 62' x 23' wood plank deck with steel stringers. In recent years, the bridge has been restricted to a maximum load of 11 tons. The bridge location is along 45th Street Southwest in a rapidly developing area near the Fargo city limits. Although the current roadway has only two traffic lanes, 45th Street Southwest is a dedicated future arterial that, when reconstructed, will need to accommodate four lanes of traffic.

The Project
Cass County retained HEI to design a replacement structure at this location.

The new bridge is 116-feet long by 86-feet wide. It is a concrete structure supported by steel piling driven 80 feet deep. The bridge includes almost a mile of steel piling, 60 tons of reinforcing steel, and more than 760 cubic yards of concrete. The bridge accommodates four lanes of traffic and includes separate sidewalks and bikeways. The bridge was designed for the future addition of a raised median. There is also a bike lane under the bridge parallel to Rose Coulee.

HEI also widened the bridge as part of the 45th Street widening project in 2010. ■

Roadway



RECONSTRUCTION OF MAIN AVENUE (US 10) – 25TH TO 45TH STREET, FARGO, NORTH DAKOTA

» Firm
HEI

» Location
Fargo, North Dakota

» Client
North Dakota Department of Transportation

» Contact
Steve Salwei
701.328.3689

» Client Benefits
- Main Avenue carries traffic efficiently and provides an aesthetically pleasing finished product while staying cost effective.

Background
The interchange at Main Avenue and I-29 was changed to accommodate the I-29 lane reconfiguration. Main Avenue from 25th Street to 45th Street was reconstructed to account for geometric and safety deficiencies.

The Project
HEI was selected to provide preliminary surveying, Environmental Assessment, and design for the reconstruction of Main Avenue (US 10) from 25th Street to 45th Street in Fargo. HEI teamed with a subconsultant to provide traffic operational analysis and design assistance.

The project scope included:
- Aerial mapping and ground surveys (GPS)
- Alternative analysis for 5-, 6-, and 7-lane sections
- Alternative analysis for frontage roads
- Public participation/public hearing
- Environmental Assessment and environmental clearance
- Construction design plans and specifications

At the time, this was the largest single-season construction project ever undertaken and successfully completed by the NDDOT! Total cost: $30 million. ■

Modeling/Certification



STORM SEWER MODELING SOUTH OF INTERSTATE 94 FARGO, NORTH DAKOTA

» Firm
HEI

» Location
Fargo, North Dakota

» Client
City of Fargo

» Contact
Mark Bittner, PE
Director of Engineering
701.241.1572

ACEC
American Council of Engineering Companies of North Dakota
Engineering Excellence Award
Category A – Studies, Research, and Consulting Engineering Services

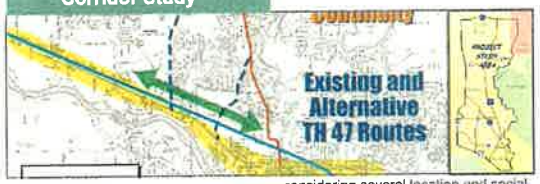
» Client Benefits
- Stormwater planning for future FEMA levee certification.
- Detailed SWMM model to evaluate effectiveness of future projects.
- New understanding of flood-prone areas.

Background
The City of Fargo has been continuously extending its flood protection measures along the Red River to protect the city from flooding as well as remove properties from the FEMA floodplain. Levee certification requires an interior drainage study to identify the internal flood risk from rainfall events. This Stormwater Management Model (SWMM) was developed to include inlet capacity, pipe capacity, storage ponds, pump capacity, and gravity discharge through the line of protection to adequately satisfy the certification requirements.

The Project
The project consisted of using InfoSWMM to evaluate urban storm sewer and ditch systems within the entire southern half of the city. The modeling accommodated existing development as well as master planned estimates for future development. The detailed modeling provided excellent interaction between surface drainage and underground storm sewer conveyance.

Deliverables included:
- SWMM infrastructure
- Impervious/pervious drainage calculations
- Evaluation of existing system
- Flood inundation map
- Analysis of alternatives ■

Corridor Study



TH 47 TRANSPORTATION SUB-AREA ANALYSIS ANOKA COUNTY, MINNESOTA

» Firm
WSB

» Location
Anoka County, Minnesota

» Client
Anoka County

» Client Benefits
- Comprehensive public involvement program.
- Improved operational and safety conditions for TH 47.

Background
In 2008, Anoka County retained WSB to address transportation design and planning for TH 47.

The Project
In the southern portion of the project area faced increasing congestion while to the north, horizontal/vertical curve deficiencies and associated safety and operational concerns required improvements.
WSB worked with the County to identify alignment alternatives in the southern portion of the project area, which will improve mobility performance as well as operational and safety conditions. These alignments were evaluated considering several location and social factors. In the northern project area, WSB identified and evaluated alignment corrections to the existing corridor to improve the road's safety and mobility characteristics. WSB also did extensive work with the Anoka County travel demand model to project traffic levels in the project area to refine the facility needs and alignment analyses. The coordination between land use issues and transportation engineering was a key element of the project. In coordination with Anoka County, WSB developed a comprehensive public involvement program which included a project website, public meetings, elected official workshops, project newsletters, and other elements. ■

Project Team Resumes

JEREMY MCLAUGHLIN, MBA, PE

Project Manager/Public Involvement Lead

As Project Manager, Jeremy McLaughlin will provide overall project coordination and communication as well as lead all public meetings and communication between the HEI and WSB teams to ensure a smooth project. Jeremy leads the transportation and structural services group at HEI, specializing in road, bridge, and infrastructure design, and he has worked on a variety of projects throughout the cities of Fargo, West Fargo, and Moorhead.

- **45th Street—23rd Avenue to 52nd Avenue South—PCR, Utility Master Plan, Geometrics, Fargo, ND.** Design Lead in charge of alternatives for the bridge over I-94 and three miles of 45th Street. Four-lane and six-lane configurations on the proposed bridge widening were analyzed, and the final design included the six-lane configuration.
- **40th, 42nd, and 45th Avenue South Bridge Replacements over CD 27, Fargo, ND.** Design Engineer for bridge replacements over Drain 27 in Fargo, ND, to accommodate reconstructed arterials to serve south Fargo. Bridges included a pedestrian bike path on one side of the bridge and a walkway on the other. A bike path was also designed under the bridges to tie into a large path that parallels County Drain 27. The 40th Avenue bridge also used architectural concrete and bridge railings to help add aesthetics to this structure located in a residential area. Form liners, stained and painted concrete, and decorative railings were all incorporated into the finished product.
- **Bike Trail Structure over the Sheyenne River (Osgood Bridge) Fargo/West Fargo, ND.** Project Manager for construction of a pedestrian bridge over the Sheyenne River linking Fargo to West Fargo. Project involved repairing and rehabilitating a steel truss bridge. A timber wear course, railing, repainting, and landscaping were all integral aspects of the rehabilitation project. Construction costs were more than $450,000.
- **University Drive Reconstruction and I-94 Ramp Revisions and Pedestrian Improvements, Fargo, ND.** Project Manager on project involving 0.2 miles of reconstruction with pedestrian and access improvements. Pedestrian connectivity is a critical component of the project as multiple pedestrian fatalities have occurred within the project corridor. Public involvement and business coordination is also a key aspect 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.
- **25th Street South Roadway Reconstruction and Bridge Widening, Fargo, ND.** Structural Team Lead for this project located over I-94 and in the heart of the City's rapidly expanding southwest commercial corridor. HEI completed the environmental documentation, design, and final construction plans for the widening of the existing bridge and the construction of two retaining walls. The bridge was widened more than 50 feet from 83'-3" to 134'-7". One of the challenges overcome by the design team was maintaining the required vertical clearance under the bridge for the interstate traffic while widening to accommodate the new lanes. The proximity of local businesses made coordination an integral part of this project.
- **US Highway 10 (Main Avenue) Reconstruction, Fargo, ND.** Design Engineer for reconstruction of Main Avenue from 25th Street to 45th Street in Fargo. Duties include plan and specification preparation, geometric and profile design of new roadway, design of new water mains, sanitary and storm sewer, and quantity and cost estimation. Jeremy was also involved in public input meetings. Total project cost (including interchange) was $30.5 million. At the time, this was the largest single-season construction project ever completed by the NDDOT. ■

Education
MBA, North Dakota State University, 2009
BS in Civil Engineering, North Dakota State University, 1997

Certifications
PE North Dakota—4983
PE South Dakota—9572
PE Montana— 16630
PE Minnesota—42256
PE Wyoming—12971

Professional Experience
Houston Engineering, Inc —1998-Present
Houston Engineering, Inc —1995-1997

Jeremy will use his 20 years of bridge, road, and infrastructure experience to provide guidance for the entire project team and engage the public.

Project Team Organizational Chart

JEFF LANSINK, PE
HEI Lead



Education
BS in Civil Engineering, North Dakota State University, 1999

Certifications
PE North Dakota—5244
PE Minnesota—44790

Professional Experience
Houston Engineering, Inc.—2002-Present
North Dakota Department of Transportation—1999-2002
Moorhead Public Service Department—1998

Jeff will provide day to day coordination of HEI's project responsibilities.

Jeff Lansink will provide all coordination between the HEI team as the HEI Team Lead. He is a civil engineer and project manager with 18 years of experience in transportation planning and design. His experience includes design and project management for interstate, highway, local, and arterial streets as well as rail projects across North Dakota and Minnesota. Jeff has served in a key design role or as Project Manager for every significant interstate project HEI has completed with the NDDOT. He has worked with numerous public agencies, including the North Dakota and Minnesota departments of transportation, and he understands the procedures required to ensure for successful projects.

- **45th Street (23rd Avenue to 52nd Avenue South), Fargo, ND.** Design Engineer in charge of preliminary geometrics for bridge and roadway alternatives for two miles of 4- or 6-lane urban arterial constructed in 2010. Ultimately, the City chose the 6-lane alternative and completed the final designs in which 2- and 4-lane roads were expanded to 6-lanes and the bridge over Drain 27 was widened to accommodate the extra lanes. Jeff's duties included preliminary design of horizontal and vertical alignments, preparation of plan views of alternatives using AutoCAD Civil 3D software, quantity and cost estimation, utility review, and environmental review. Project construction cost was approximately $10 million.
- **25th Street South Roadway Reconstruction and Bridge Widening, Fargo, ND.** Lead Design Engineer. Due to congested traffic flow, approximately one 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. As Design Engineer, Jeff assisted with and oversaw final designs for the roadway widening; reviewed right-of-way impacts; reviewed alternatives; solicited views; conducted public participation with the Steering Committee, completed pre-draft, draft, and final PCRs; and completed construction plans and specifications. Options included a new southeast ramp, a double left westbound to southbound ramp modification, and new dedicated ramp lanes on the bridge. Estimated Construction Costs: $15 million.
- **US Highway 10 (Main Avenue) Reconstruction, Fargo, ND.** Member of design team for reconstruction of Main Avenue from 25th Street to 45th Street in Fargo. HEI worked in association with HWS Consulting Group for the NDDOT. Duties include plan and specification preparation, geometric and profile design of new roadway, quantity and cost estimation, and closely working with property owners along the corridor to make sure their business needs are met throughout construction and also once the project is complete.
- **Timber Creek Addition, Fargo, ND.** As Project Engineer, Jeff assisted the City of Fargo in improving the Timber Creek Addition, allowing for individual lot development. HEI completed preliminary and final designs and plans for a sanitary sewer system, a storm sewer system, a water main, site grading, concrete curb and gutter, asphalt paving, and street lighting. HEI also assisted with project bidding. ■

WSB

Tony Heppelmann, PE
WSB Lead/Traffic Forecasting and Traffic Operations Lead



Service Group:
Transportation

Registration:
Professional Engineer – Minnesota #17365

Education:
Bachelor of Science in Civil Engineering, University of Minnesota, 1980

Bachelor of Arts in Economics, College of St. Thomas, 1974

Tony, Vice President and Senior Project Manager, has 37 years of experience in the field of transportation planning and design. Tony has been project manager or transportation task manager on a wide variety of transportation projects, including transportation plans, parking studies, travel demand management studies, airport studies, downtown studies, light rail corridor studies, highway corridor studies, environmental impact studies, and preliminary design studies. His technical responsibilities on these projects have included traffic forecasting, traffic operations analysis, traffic impacts and needs assessments, alternatives analyses, and preliminary geometric design. Tony has in depth experience with the travel forecasting process and models and has applied this knowledge on a variety of transportation projects. He is also experienced in the analysis of both arterial and freeway operations and the various software programs used in this analysis. Through his work on these projects, Tony has developed a thorough knowledge and understanding of the project development process, as well as the keys for successful implementation of a project.

Tony has managed a variety of transportation corridor studies, ranging from county roadway studies to Interstate highway studies. In addition to managing these studies, Tony also was responsible for the traffic forecasting and traffic operations elements of the studies as well as leading the alternatives analysis element of the studies.

Corridor Study Experience

Blake Road Corridor Study | Hopkins, Edina, and St. Louis Park, MN
Tony was the Project Manager and led the traffic forecasting and operations analysis for this study to develop a concept plan for reconstruction of Blake Road as a multimodal transportation corridor that will facilitate redevelopment and access to a future LRT station.

Hennepin County CSAH 61 (Shady Oak Road) from CSAH 3 (Excelsior Boulevard) to TH 7 | Hopkins and Minnetonka, MN
Tony was Project Manager and led the traffic forecasting and operations analysis for this study of CSAH 61 to expand the corridor from a two-lane roadway to a four-lane divided arterial. Tony also was responsible for the analysis of alternatives and completion of a Federal EA for the project.

CSAH 101 Corridor Study (CSAH 62 to Hutchins Drive) | Hennepin County and the City of Minnetonka
Tony was Project Manager and led the traffic forecasting and traffic operations analysis for this study of CSAH 101 between CSAH 62 and Hutchins Drive. Tony also led the alternatives evaluation for the study which included the evaluation of both three-lane and four-lane alternatives for the corridor.

CSAH 27 Corridor Study | Scott County, MN
Tony led the traffic forecasting and traffic operations analysis for this study of a 16-mile corridor in Scott County.

TH 11 Corridor Study | MnDOT District 2
Tony played a key role in the operations and safety analysis for the evaluation of alternatives for this study of a 60-mile corridor of TH 11 in Minnesota.

TH 47 Transportation Sub-Area Analysis | Anoka County, MN
Tony was Project Manager and led the traffic forecasting, traffic operations and alternatives analysis for a 10-mile segment of TH 47 in Anoka County.

Jack Corkle, PTP, AICP

Public/Agency Involvement and Documentation



Service Group:
Transportation

Registration:
Professional Transportation Planner # 111

American Institute of Certified Planners (AICP)

Education:
Master of Planning, University of Minnesota, 1999

Bachelor of Arts in Science and Public Administration, Augustana College, 1996

Jack has over 19 years of experience working on a wide variety of transportation projects. She has served as project manager or lead staff on a number of complex, and oftentimes controversial projects involving local, regional, state and federal agencies as well as numerous stakeholder and public interest groups. Jack's experience has enabled her to gain both a big-picture understanding of delivering projects and knowledge of key issues that can derail projects.

Public and agency involvement have been included in most of the projects that Jack has worked on over her career. She is a firm believer in engaging the correct stakeholders – whether they be agencies, residents, business owners, property owners, underrepresented populations, or identified users early in the project development process to understand their needs and concerns. Jack views engaging stakeholders early in the process as a means to identify what really needs to be addressed by the project, to better understand what conflicts may exist between stakeholders and to ensure that timely and appropriate information is provided. Jack has developed and implemented numerous pubic involvement plans as part of her projects.

Jack has extensive experience in the following areas:

- Preparing public involvement plans for larger and/or controversial projects
- Preparing press releases and notices for newspapers; speaking with local and regional reporters; presenting information to city councils
- Planning commissions and county boards
- Presenting information to the public and elected officials at public open house meetings and public hearings
- Developing or overseeing the development of materials for public open house meetings, public hearings, focus group meetings, agency meetings and technical and policy committee meetings
- Developing materials for use on web sites and other social media such as Twitter, Facebook, MySidewalk, etc.
- Coordinating with other agencies to ensure that information provided is timely and useful

Examples of projects where Jack has led or participated in a robust public engagement process include the following:

CSAH 27 Corridor Study | Scott County
This study looked at the long-term transportation needs for CSAH 27 through the county. The corridor runs north-south through urbanized, developing and rural areas. The public and agency coordination for the project included multiple agency coordination meetings as well as public open house meetings, neighborhood meetings, one-on-one property owner meetings and meetings with township and city elected officials. Additionally, there was a project website and project newsletters that: summarized recent and upcoming events; provided study information (technical analyses, events, maps, concepts, etc.); and provided contact information and an opportunity to provide feedback on information developed to date.

TH 169 TIGER Interchange and Overpass | Scott County, MN
This project included a variety of engagement meetings and techniques to build consent for the project among public agencies and those who live or own property along the corridor. Coordination and consent needed to be achieved between the county, two townships, an adjacent city, MnDOT, Met Council, and the Federal Highway Administration. There were also a number of property and business owners with substantial interests in access to and from TH 169 – especially for freight traffic. Additionally, there were Environmental Justice populations that had previous negative interactions with state officials that needed to be overcome as part of this project.

Sudheer Dhulipala, PE, PTOE

Senior Traffic Operations Engineer



Sudheer is a Senior Traffic Operations Engineer in our Transportation Group with over 14 years of diverse engineering experience in traffic engineering and transportation planning. He is experienced in traffic operations, traffic forecasting, traffic simulation, travel demand modeling, traffic impact analyses, traffic signal timing, signal warrants, signing, pavement marking, congestion management studies, GIS-T, airport terminal/curbside modeling and various other types of traffic studies. He is experienced in using Synchro/SimTraffic, Highway Capacity Software, VISSIM, Cube and various other traffic and transportation analysis tools.
Prior to joining WSB, Sudheer served as a Lead Traffic Engineer on several projects including traffic operations studies for NDDOT, Origin-Destination Studies with License Plate Matching, signal warrants and timing for City of Williston and City of Bismarck, Traffic Impact analyses for private developers, schools and Universities, Safety Signing for curves in western North Dakota, and Flashing Yellow Arrow retrofits in Bismarck.

Sudheer served as the lead traffic engineer on travel time and travel speed studies using GPS and GIS for various Metropolitan Planning Organizations, Cities and Congestion Management Agencies. These studies were done to meet the requirements of Congestion Management Process and to analyze traffic operations like before/after signal timing improvements.

Sudheer developed simulation models using AUTOMOD, VISSIM and ARENA simulation software to evaluate the design of terminals, inline baggage screening systems and curbside roadways at airports. These projects involved demand estimation and forecasting (passengers, baggage and vehicles where appropriate) based on current and future flight schedules. He helped identify potential problems in the designs and communicated them to the designers.

Selected Project Experience

Grand Forks/East Grand Forks MPO Streets and Highway Plan Update | Grand Forks and East Grand Forks, ND
Used Synchro models to analyze more than 50 intersections in Grand Forks/East Grand Forks MPO area as part of the Streets and Highway Plan update. Reported intersection delays and level of service.

City of Roseville Transportation Plan Update | Roseville, MN
Analyzed existing forecast traffic levels of service in the City of Roseville as part of update of the City of Roseville, MN Transportation Plan update. Utilized the regional travel demand model, MNDOT AADT information and various GIS data sources to forecast traffic for future conditions. Used NCHRP recommended procedures to adjust traffic forecasts based on regional model and existing counts.

Trunk Highway 169 Reconstruction | Champlin, MN
Developed traffic forecasts to analyze future traffic operations on TH 169 in Champlin, MN and provided recommendations on intersection geometry and turn lane lengths. Utilized regional travel demand model and ITE Trip Generation Manual to forecast future traffic levels.

109th Avenue Traffic Operations Analysis | Brooklyn Park, MN
Developed traffic forecasts for 109th Avenue in Brooklyn Park, MN based on two other studies and the regional travel demand model. Analyzed future traffic operations in Synchro/SimTraffic and Highway Capacity Software. Analyzed proposed roundabout operations at several intersections. Provided recommendations on control type, intersection geometries, roadway lanes needed and turn lane lengths.

Hennepin Avenue Transit Stop Analysis | Minneapolis, MN
Developed Synchro/SimTraffic models to analyze impact of various proposed locations of bus stops along Hennepin Avenue in Minneapolis, MN. Analyzed the effects of lane closures and intersection geometry changes.

ADAM RUUD, PE
Roadway Geometrics Lead



Education
BS in Civil Engineering, North Dakota State University, 2011

Registration
PE North Dakota—10407

Professional Experience
Houston Engineering, Inc.—2011-Present
Vinco, Inc. Electrical Division—2008-2010

Adam has performed roadway geometric design on numerous municipal highway projects in North Dakota.

Adam Ruud performs duties as a transportation design engineer. Adam has worked extensively on both urban and rural roadway projects for cities, counties, and the NDDOT, including reconstruction, mine and blend, and overlay. He also has experience preparing project environmental documentation. Adam has received training in MicroStation V8i for Advanced Users, Roadway Fundamentals using GEOPAK, and InRoads Design. He is proficient in Autodesk Civil 3D, InRoads, MicroStation, and GEOPAK.

- **25th Street South Roadway Reconstruction and Bridge Widening, Fargo.** Design Engineer. Assisted with final design and plan preparation for this six-lane divided roadway. The project included roadway reconstruction, construction of a new eastbound entrance ramp, bike paths, and bridge widening. Additional ramp widening modifications were completed as part of the project to meet traffic warrants. Approximately one mile of road was reconstructed with 10.5-inch concrete pavement in 2014 for a total project cost of approximately $15 million.
- **Southwest Metro Area Storm Sewer Master Plan, Fargo, ND.** Design Engineer. HEI provided various alternatives for stormwater management for the City of Fargo south of 52nd Avenue South. These alternatives included differing retention pond options and flood protection.
- **2nd Street/Downtown Flood Control Project, Fargo, ND.** As Lead Transportation Design Engineer, completed roadway realignment alternatives to meet various potential flood mitigation options, prepared quantity estimating, coordinated efforts of consultants and HEI staff, and completed final plan development. This project is part of an effort to reduce or eliminate FEMA residual floodplain created by the proposed line of protection (i.e. a floodwall).
- **Interstate 29 Reconstruction, Argusville to Hunter, ND, Northbound and Southbound.** Design Engineer. Assisted in developing the Environmental Document for reconstruction of 9.1 miles of NB and SB Interstate 29 from Argusville to Gardner. Performed the design for the crossovers and temporary ramp connections constructed during the summer of 2012. Also completed the design, geometric layout, and plan preparation for the reconstruction of the NB and SB roadways.
- **Timber Creek Addition, Fargo, ND.** Design Engineer in improving the Timber Creek Addition for 108 individual lot development. HEI completed preliminary and final designs and plans for a sanitary sewer system, a storm sewer system, a water main, site grading, concrete curb and gutter, asphalt paving, and street lighting. HEI also assisted with project bidding.
- **19th Avenue North – 10th Street to 18th Street, Survey, Design, and Construction Observation, Fargo, ND.** Design Engineer in the reconstruction of 19th Avenue North near the Fargodome. The roadway had significantly deteriorated and created increasing concerns for pedestrian safety. Based on a 2011 corridor study, HEI developed final construction plans incorporating the recommended improvements for increased pedestrian safety, eliminating unsafe access points, and increasing levels of service for the corridor. The final design included a raised median with fencing, increased turn lane capacity, and the elimination and relocation of several access areas to reduce vehicle conflict points. Estimated Construction Cost: $4.78 million.
- **4th Street and Wastewater Stabilization Ponds Levee Certifications, Fargo, ND.** Design Engineer in these two FEMA levee certifications by completing internal drainage analysis. ■

ERIK NELSON, GISP
GIS Lead



Education
BS in Geography, University of North Dakota, Grand Forks, ND, 2008

Registration
GISP #66910

Professional Experience
Houston Engineering, Inc.—2009-Present
NAVTEQ—2009

Professional Organizations
Minnesota GIS/LIS Consortium
Pine to Prairie GIS User Group

Erik will prepare accurate site maps to ensure effective field visits.

Erik Nelson is a Senior GIS Specialist in HEI's Fargo office and is responsible for providing assistance in the areas of GIS analysis, GIS mapping, floodplain mapping, and other assessments. Erik has experience with a variety of GPS hardware and has a strong background in remote sensing interpretation and cartography. He is proficient with multiple pieces of software outlined below:

- *GIS software:* ArcInfo, ArcEditor, ArcView 10x, 3D Analyst & Spatial Analyst Extensions, ArcHydro
- *3D Software:* ArcGlobe, ArcScene, Google Earth Pro, Autodesk Infraworks, Sketchup
- *Image Manipulation Software:* Erdas Imagine 9.2, GeoExpress with MrSID from LizardTech, Global Mapper 18, Irfan View, Pix4D, Adobe Photoshop CC, Adobe Lightroom, Adobe Premiere Pro
- *LiDAR Software:* Merrick MARS & LP360

- **25th Street South Roadway Reconstruction and Bridge Widening, Fargo, ND.** Provided general GIS mapping and engineering support. Created a 3D model of existing and proposed project corridor with Autodesk InfraWorks.
- **Storm Sewer Modeling South of Interstate 94 to Southern Incorporated City Limits, Fargo, ND.** GIS Specialist for an internal drainage analysis for the south half of the City of Fargo. The analysis consisted of evaluating the City's storm sewer systems and each of the storm sewer outfalls that discharge to the Red River, Rose Coulee, and Drain 27. The fully functioning InfoSWMM-ArcGIS software integration was utilized to conduct the study that identified both localized rainfall-driven, flood-prone areas as well as rainfall-driven flooding attributed to the levee systems. Outcomes from this project were focused on producing an interior residual floodplain adjacent to the existing and future levees. The identified interior residual floodplain will support the City's internal drainage requirements for future levee certification.
- **2012-2013 North Dakota State Water Commission (NDSWC) Risk MAP Project, James River Risk MAP in Stutsman, Eddy, Foster, and Wells Counties, ND.** GIS Specialist for the NDSWC Risk MAP project on the Upper James River Watershed. The project includes performing 166 miles of approximate study for the James River and 2.5 miles of approximate study for Pipestem Creek. The newly created floodplain boundaries were incorporated into first-time countywide DFIRMs for Eddy, Foster, and Wells counties and a DFIRM update for Stutsman County.
- **2010 North Dakota State Water Commission (NDSWC) RiskMAP Project, Physical Map Revision, Morton County, ND.** GIS Specialist for the NDSWC Risk MAP project in Morton, County, ND. The project includes 18 miles of detailed FIS along the Heart River and Little Knife River; 37 miles of limited-detail FIS along Sweet Briar Creek, Otter Creek, and Terra Vallee; seven miles of approximate FIS along the Poresberg Dam Tributary and Harmon Lake; and 20 miles of redelineation along the Missouri River.
- **Fargo-Moorhead (F-M) Metro Flood Risk Management Project, Feasibility Study.** GIS Specialist for design activities completed by HEI and subconsultants as work-in-kind through the cities of Fargo, ND, and Moorhead, MN, for the F-M Metro Feasibility Study. Project included Unsteady HEC-RAS model development and analysis, stormwater modeling for interior drainage (SWMM), preliminary bridge design, diversion channel drawings and earthwork calculations, and preliminary transportation planning. ■

Workload

We make it a priority to only pursue projects that we can support with ample capacity and resources. We are staffed to provide quality deliverables on the schedule identified on page 14. The below table breaks down the anticipated hours for each member identified in our project team.

Team Member Hours

Team Member	Firm	Project Role	Hours
Project Management			
Jeremy McLaughlin	HEI	Project Manager/Public Involvement Lead	100
Jeff Lansink	HEI	HEI Lead	110
Tony Heppelmann	WSB	WSB Lead/Traffic Forecasting and Traffic Operations Lead	255
Jack Corkle	WSB	Public/Agency Involvement and Documentation	124
Infrastructure Layout			
Adam Ruud	HEI	Roadway Geometrics Lead	150
Erik Nelson	HEI	GIS Lead	20
Traffic Engineering			
Sudheer Dhulipala	WSB	Traffic Forecasting and Traffic Operations	220

Subconsultants

HEI will be teaming with WSB to complete the traffic engineering tasks outlined within the RFP.

WSB & ASSOCIATES, INC.—TRAFFIC ENGINEERING AND LANDSCAPE DESIGN

Project Tasks

- Traffic Study
- Noise Analysis

Percent of Work to be Performed

It is anticipated that WSB will perform 65% of the total project work.

Assigned Personnel

- Tony Heppelmann—WSB Lead and Traffic Forecasting and Traffic Operations Lead
- Sudheer Dhulipala—Traffic Forecasting and Traffic Operations
- Jack Corkle—Public/Agency Involvement and Documentation



OUR MANAGEMENT TEAM WILL ENSURE CONTINUOUS COMMUNICATION BETWEEN HEI AND WSB

DBE Participation

We have included a DBE on our project team; Juniper, LLC will provide cultural resources. Their role is detailed in our Phase II proposal.

References

HEI and WSB have worked with various cities to meet their project needs. We urge you to contact our references to discuss similar projects we've completed for them.

1 Jeremy Gorden, PE, Division Engineer
City of Fargo
200 3rd Street North
Fargo, ND 58102
701.241.1529
jgorden@cityoffargo.com

HEI Reference Projects:

- 25th Street South Roadway Reconstruction, see page 18
- 45th Street Widening, see page 18
- 40th Avenue South Bridge, see page 19



2 Steve Salwei
North Dakota Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505
701.328.3689
ssalwei@nd.gov

HEI Reference Project:

- Reconstruction of Main Avenue, see page 20



3 Nate Stanley
City of Hopkins
1010 1st Street South
Hopkins, MN, 55343
952.548.6356
nstanley@hopkinsmn.com

WSB Reference Project:

- Blake Road Corridor Study, see page 15



4 Jeff Oliver
City of Golden Valley
7800 Golden Valley Road,
Golden Valley, MN 55427
763.593.8030
joliver@goldenvalleymn.gov

WSB Reference Project:

- Douglas Drive Reconstruction, see page 17



Phase 2 Contract Information

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made and entered on this 8th day of August, 2017 between the CITY OF FARGO, North Dakota, ("City") and **Houston Engineering, Inc.**, ("Consultant") for services to be provided to City in furtherance of its development of **Improvement District No. PN-19-B1, a contract for Cooperative Planning and Environmental Report entitled Project No. MS-17-A0**.

1. **Scope of Work**. Consultant shall perform in a competent and professional manner the Scope of Work included in the Request for Proposals for **Cooperative Planning and Environmental Report, Phase 2,** for **Project No. MS-17-A0** and in Exhibit A attached hereto, both of which are incorporated herein and made a part of this Agreement.

2. **Acceptance and Completion**. Consultant shall commence work immediately upon receipt of a written Notice to Proceed from the City. Services initiated by Consultant prior to execution of this Agreement are done so at Consultant's risk. Acceptance of this Agreement is required by the Board of City Commission of the city of Fargo. The parties anticipate that all work pursuant to this Agreement shall follow the timeframe laid out with the Request for Proposals. Upon request of the City, Consultant shall submit, for the City's approval, a schedule for the performance of Consultant's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Consultant.

3. **Change Orders**. City may request changes to the Scope of Work by altering or adding to the Services to be performed. Consultant will provide a contract amendment setting out the fees for the requested change. City shall accept Consultant's reasonable offer in writing, and as approved by the Board of City Commission of the city of Fargo.

4. **Payment**. City shall pay Consultant for all work performed. Consultant shall submit, at least monthly, invoices for work performed. Payment is due within 45 days after receipt of invoice. City shall notify Consultant if it objects to any portion of the charges within 20 days from receipt of the Consultant's invoice, but shall timely pay the undisputed portion. It is the Consultant's responsibility to determine whether federal, state, or local prevailing wage requirements apply.

5. **Assignment.** This Agreement may not be assigned by the City or Consultant without the prior written consent of the other party.

6. **Termination.** This Agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such fifteen (15) day period. City may terminate this Agreement for convenience at any time, in which event Consultant shall be compensated in

accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

7. **Third Party Reliance**. The services provided for hereunder are for the City's sole benefit and exclusive use with no third party beneficiaries intended.

8. **Ownership of Documents**. Consultant's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Consultant conceives or developed in the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.

9. **Independent Contractor Status**. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Consultant shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the services to the City. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.

10. **Indemnification**. Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the Consultant, any subcontractor of the Consultant, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against (except in the case of professional liability claims), any such liability, claims or demands at the sole expense of the Consultant, or at the option of the City,

agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.

11. **Professional Liability Insurance**. Consultant shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Insurance shall be on a "claims made" basis and in the amount of at least $1,000,000.

12. **Workers Compensation Insurance**. Consultant shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A:	Statutory		
Coverage B:	$1,000,000	Bodily Injury by accident	Each accident
	$1,000,000	Bodily Injury by disease	Policy limit
	$1,000,000	Bodily Injury by disease	Each employee

13. **General Liability Insurance**. Consultant shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 10 of this Agreement). Limits of coverage shall not be less than:

$2,000,000	Per occurrence
$2,000,000	Aggregate

14. **Automobile Insurance**. Consultant shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

$2,000,000	Per occurrence

15. **Evidence of Insurance**. The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. Consultant shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.

16. **Consequential Damages**. North Dakota law governs claims for consequential damages.

17. **Entire Agreement.** The terms and conditions set forth herein, the RFP, the Instructions to Offerors of Professional Services, and any document referenced herein constitute the entire

understanding of the parties relating to the provision of services by Consultant to City. This Agreement may be amended only by a written instrument signed by both parties.

18. **Severability.** Should a court of law determine that any paragraph of this Agreement is invalid, all other paragraphs shall remain in effect.

19. **Statute of Limitations**. Causes of action arising out of Consultant's services shall be governed by the applicable statute of limitations.

20. **Dispute Resolution**. Consultant and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the parties from pursuing litigation in an appropriate State or Federal court.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

22. **Force Majeure**. Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions,

earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

23. **Notice**. Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:
City Auditor
City of Fargo
200 North Third Street
Fargo, North Dakota 58102

Consultant:

Jeremy McLaughlin
Houston Engineering Inc
1401 21st Ave N, Fargo, ND 58102

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

ATTESTED BY:

_____

CITY OF FARGO, NORTH DAKOTA:

By: _____

Title: Mayor

Date: _____

WITNESSED BY:

Consultant:

Houston Engineering Inc

By: _____

Title: VP

Date: 8/10/17

Exhibit A

Houston Engineering Inc.
Estimated Engineering Hours and Fees
PHASE 2 - ENV. DOCUMENT
IMPROVEMENT DISTRICT PN-19-B1, PROJECT NO. MS-17-A0

52nd Ave - 45th St to Sheyenne St
WIDOT
HEI PROJECT NO. 6899-139

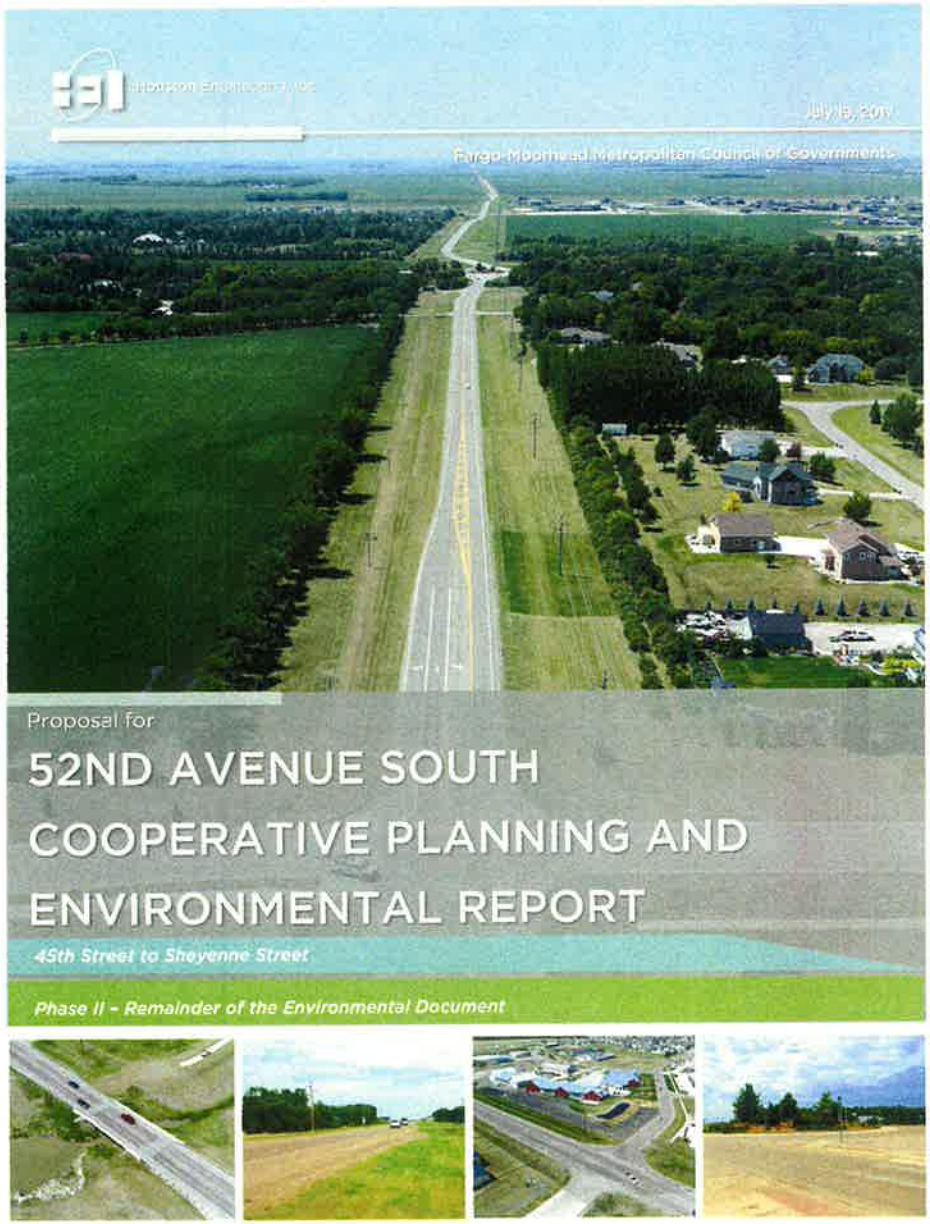
Task No.	Classification / Hour's Rate / Task Description	Sr. Project Manager $96.00 Hours	Sr. Project Manager $96.00 Cost	Project Engineer $69.00 Hours	Project Engineer $69.00 Cost	Professional Eng. $96.00 Hours	Professional Eng. $96.00 Cost	Design Engineer $86.00 Hours	Design Engineer $86.00 Cost	Graduate Engineer $53.00 Hours	Graduate Engineer $53.00 Cost	Survey Scientist $69.00 Hours	Survey Scientist $69.00 Cost	GIS Technician $53.00 Hours	GIS Technician $53.00 Cost	Survey Crew Chief $103.00 Hours	Survey Crew Chief $103.00 Cost	Survey Crew Member $53.00 Hours	Survey Crew Member $53.00 Cost	CAD $63.00 Hours	CAD $63.00 Cost	Total Hours	Total Labor Cost	Sr. Project Manager $96.00 Hours	Sr. Project Manager $96.00 Cost	Sr. Transportation Planner $96.00 Hours	Sr. Transportation Planner $96.00 Cost	Traffic Engineer $96.00 Hours	Traffic Engineer $96.00 Cost	Project Engineer $69.00 Hours	Project Engineer $69.00 Cost	Traffic Data Engineer $69.00 Hours	Traffic Data Engineer $69.00 Cost	Graduate Engineer $53.00 Hours	Graduate Engineer $53.00 Cost	Field Personnel $58.00 Hours	Field Personnel $58.00 Cost	CAD $63.00 Hours	CAD $63.00 Cost	Total Hours	Total Labor Cost
Phase II - Environmental Document																																									
0.0	Project Management																																									
0.1	Overall Project Management	40	$3,840	16	$1,104		$0		$0		$0		$0		$0		$0		$0		$0		$0	56	$4,944.00	10	$1,920		$0		$0		$0		$0		$0		$0		$0	10	$1,920.00
0.2	Project Project Website and Social Media Posts		$0	4	$276		$0		$0		$0		$0		$0		$0		$0		$0		$0	4	$276.00		$0		$0		$0		$0		$0		$0		$0		$0	0	$0.00
0.3	Project Teleconference	8	$768	16	$1,104		$0		$0		$0		$0		$0		$0		$0		$0		$0	24	$1,872.00		$0		$0		$0		$0		$0		$0		$0		$0	0	$0.00
		48	$4,608	36	$2,484	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	84	$7,092.00	10	$1,920	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	10	$1,920.00
0.4	Incorporation of Planning Level Elements into Environmental Document																																								
0.5	Incorporate Technical Memorandums into Environmental Document																																								
0.6	QA/QC	4	$384	4	$276		$0		$0		$0		$0		$0		$0		$0		$0		$0	8	$660.00		$0		$0		$0		$0		$0		$0		$0		$0	0	$0.00
		4	$384	4	$276	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	8	$660.00	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0.00
0.8	Additional Duties for the Environmental Document																																								
0.9	Documented Calls	8	$768	24	$1,656	20	$1,920	8	$688		$0	48	$3,312	4	$276		$0		$0	16	$848	170	$8,458.00		$0		$0		$0		$0		$0		$0		$0		$0	0	$0.00
0.1	Preliminary Design	4	$384	8	$552	40	$3,840	16	$1,376		$0		$0		$0		$0		$0		$0	84	$6,152.00		$0		$0		$0		$0		$0		$0		$0		$0	0	$0.00
0.2	Printing and Web Date Traffic Control		$0	4	$276		$0	40	$3,440		$0		$0		$0		$0		$0		$0	44	$3,716.00		$0		$0		$0		$0		$0		$0		$0		$0	0	$0.00
0.3	Noise Analysis	2	$192	4	$276		$0		$0		$0		$0		$0		$0		$0		$0	6	$468.00	24	$2,304	8	$552	32	$2,752	24	$1,656	120	$8,520		$0	12	$696	24	$1,512	244	$18,170.00
0.4	Wetland Delineation		$0	8	$552		$0		$0		$0	40	$3,520		$0		$0		$0		$0	48	$4,072.00		$0		$0		$0		$0		$0		$0		$0		$0	0	$0.00
0.5	Cultural Resource		$0	2	$138		$0		$0		$0		$0		$0		$0		$0		$0	2	$138.00		$0		$0		$0		$0		$0		$0		$0		$0	0	$0.00
0.6	Public and Stakeholder Involvement	8	$768	4	$276		$0		$0		$0		$0		$0		$0		$0		$0	12	$1,044.00	24	$2,304	8	$552		$0		$0		$0		$0		$0		$0		$0	32	$2,856.00
0.7	Prepare Project Website and Social Media		$0	4	$276		$0		$0		$0		$0		$0		$0		$0		$0	4	$276.00		$0		$0		$0		$0		$0		$0		$0		$0	0	$0.00
0.8	Delay Considerations	4	$384	4	$276		$0		$0		$0		$0		$0		$0		$0		$0	8	$660.00		$0		$0		$0		$0		$0		$0		$0		$0	0	$0.00
0.9	Preliminary Survey	4	$384	8	$552		$0		$0		$0		$0		$0		$0		$0		$0	12	$936.00		$0		$0		$0		$0		$0		$0		$0		$0	0	$0.00
		32	$3,072	74	$5,106	60	$5,760	64	$5,504	0	$0	88	$6,832	8	$552	0	$0	0	$0	16	$848	422	$28,674.00	24	$2,304	16	$1,104	32	$2,752	24	$1,656	120	$8,520	0	$0	12	$696	24	$1,512	276	$18,498.00
	[Direct Labor Costs]	84	$8,064	134	$9,246	60	$5,760	72	$6,192	0	$0	88	$6,832	8	$552	0	$0	0	$0	16	$848	462	$38,394.00	34	$4,224	16	$1,104	32	$2,752	24	$1,656	120	$8,520	0	$0	12	$696	24	$1,512	316	$21,418.00
	Indirect Costs (178.83) NDDOT Rate 2018																						$68,623.14																		$68,623.14
	Overtime Costs (Indirect Cost Multiplier Included) (Please Note: Direct Labor Costs that are marked)																																								
																						Subtotal Labor, Indirect Costs & Overtime	$106,871.14																	$106,871.14
	Overhead Multiplier	ELS 1.7868	WEB 1.3283																																						
	Profit	9.03	6.45																			Profit	$16,108.72																	$16,108.72
	FCCM	0.861	0.613																			FCCM	$1,531.27																	$1,531.27
																						Subtotal Labor, Indirect Costs, Overtime, Profit & FCCM	$124,511.13																	$124,511.13
																						Direct Cost Totals	$5,939.00																	$5,939.00
																						Subconsultant Totals	$14,000.00																	$14,000.00
																						TOTAL ESTIMATED COSTS	$144,450.13																	$144,450.13
																																								$131,565.63

DIRECT COST ITEMS

Car Mileage - miles (Assume 1 trips to site, 1 days.)		$ 0.535	$1,200.00
Survey Vehicle Mileage - miles		$ 0.725	$870.00
GPS - Hours at $15 / hour unit (using 2 units)	90	$ 15.00	$1,350.00
Subsistence (200 day		$ 50.00	$2,000.00
Printing/Filing Costs		ls	$500.00
Materials (Pipe, Lathe, etc.)		ls	$0.00
Lodging (Assume 0 rooms for 0 nights at $150 night/room)		$ 150.00	$0.00
ATV (Assume 0 days @ $200 / day		$ 100.00	$0.00
[Direct Costs (Engineering) Totals			$5,939.00

SUBCONSULTANTS

Survey		ls	$10,000.00
Phase Two		ls	$3,000.00
Contract		ls	$1,000.00
		ls	
		ls	
		ls	
Subconsultant Totals			$14,000.00



HoustonEngineering Inc.
Fargo Office 701.237.5065 701.237.5101
1401 21st Avenue North Fargo ND 58102

July 19, 2017

David Burns
Principal Planner/GIS Coordinator
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232, One 2nd Street North
Fargo, ND 58102-4807

Subject: Providing a Consistent Project Approach

Dear David:

Phase II of the Cooperative Planning and Environmental Report will rely heavily on the coordination between Houston Engineering, Inc. (HEI), WSB & Associates, Inc. (WSB), and the local agencies to incorporate the planning level tasks into the environmental document. Jeff Lansink (HEI Lead) and Tony Heppelmann (WSB Lead) will coordinate throughout the entire project to ensure all information fully and seamlessly transitions from Phase I to Phase II. Jeremy McLaughlin, as Project Manager, will provide overall guidance to the project team and help oversee the process. In Addition, our team will also perform several subtasks, including drainage evaluation, wetland delineation, noise analysis, cultural resources review, and work zone traffic control.

Previous Work on Corridor—Several members of our project team have recent experience working along the 52nd Avenue South corridor. In 2015, our water resources team completed a model of the storm sewer and ditch systems south of I-94 to the City's southern incorporated limits, giving them extensive knowledge of the area's drainage needs. And our structures team completed the preliminary design for the bridge crossing Drain 27. This knowledge will significantly decrease costs and ensure for an efficient project.

Work Zone Traffic Control—Our experienced team understands the importance and potential impacts associated with work zone traffic control and mobility. As with other City projects we've completed, we will carefully develop and evaluate traffic control alternatives to determine the associated environmental and social/economic impacts. See page 12 to learn more about our previous experience as well as our anticipated approach for the 52nd Avenue South corridor.

If you have any questions, please contact me at 701.499.2065 or jmclaughlin@houstoneng.com.

Sincerely,

HOUSTON ENGINEERING, INC.

Jeremy McLaughlin, MBA, PE
Project Manager
Direct: 701.499.2065
jmclaughlin@houstoneng.com



Fargo 52nd Avenue South
Phase II – Environmental Document

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Sealed Separately
- Cost Proposal
- Debarment of Suspension Certification
- Certification of Restriction on Lobbying

CONTACT INFORMATION

Jeremy McLaughlin, MBA, PE
Project Manager/Public Involvement Lead

Direct 701 499 2065

jmclaughlin@houstoneng.com

HOUSTON ENGINEERING, INC.
1401 21st Avenue North
Fargo, North Dakota 58102

INTRODUCTION AND EXECUTIVE SUMMARY

Houston Engineering, Inc.
1401 21st Avenue North
Fargo, North Dakota 58102
Phone 701 237 5065
Fax 701 237 5101
Email jmclaughlin@houstoneng.com

YEAR ESTABLISHED
1968

TYPE OF OWNERSHIP
S-Corporation



Jeremy will use his extensive knowledge of the project corridor to provide overall project guidance to the team.

For Jeremy's full resume see page 20.

Jeremy McLaughlin, MBA, PE

PROJECT MANAGER/PUBLIC INVOLVEMENT LEAD

Background and Experience
Jeremy McLaughlin will provide overall project coordination and communication as the Project Manager as well as lead all public meetings and all communication between HEI and WSB to ensure for a smooth project. Jeremy leads the transportation and structural services group at HEI, specializing in road, bridge, and infrastructure design, and he has worked on a variety of projects throughout the cities of Fargo, West Fargo, and Moorhead.

Stakeholder Coordination
As with any project, agency coordination and public involvement will be key for completing this project successfully. Jeremy has been involved in numerous public involvement meetings and understands the importance of incorporating the public's needs into the overall project design. He will work with the Fargo-Moorhead Metropolitan Council of Governments (Metro COG) to maintain a project website that will keep all affected stakeholders engaged throughout the project as well as lead all public input meetings.

Corridor Knowledge
Jeremy has served as Project Manager or in a key design role for numerous roadway and bridge projects near the 52nd Avenue corridor in Fargo. He will use his previous corridor experience to ensure this project stays on schedule and within budget as well as aligns with the goals of any future projects.

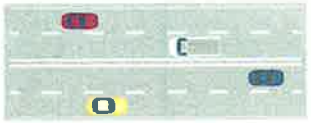
- 45th Street—23rd Avenue to 52nd Avenue South—PCR, Utility Master Plan, Geometrics, Fargo, ND. Design Lead
- Bike Trail Structure over the Sheyenne River (Osgood Bridge) Fargo/West Fargo, ND. Project Manager
- 40th, 42nd, and 45th Avenue South Bridge Replacements over CD 27, Fargo, ND. Design Engineer
- 25th Street South Roadway Reconstruction and Bridge Widening, Fargo, ND. Structural Team Lead
- Drain 27 Flood Protection, 40th Avenue South to Interstate 29, Fargo, ND. Structural Project Manager

HEI's Corridor Experience

29 blocks of roadway widening

45th Street - 23rd Avenue to 52nd Avenue South

- Traffic analysis
- Widening from two lanes to four and six lanes
- Storm sewer master planning
- CATEX for Environmental Document
- Public involvement



5 bridges designed on Drain 27



Bridge replacements over Drain 27

- 40th Avenue South Bridge
- 42nd Avenue South Bridge
- 45th Avenue South Bridge
- 52nd Avenue South Bridge (PCR and preliminary design)

Other bridges

- Bike Trail Structure over the Sheyenne River (Osgood Bridge)



developer coordination

Current coordination with the following residential developments:

- Rocking Horse Farm Development
- Veterans Park First Addition

195 miles of storm sewer modeled

South of I-94 to southern Fargo city limits

- 10,600 manholes and inlets
- 7,200 pipes
- More than 70 outfalls
- Approximately 1,800 homes removed from the floodplain



Osgood Bridge



45th Street South



40th Avenue Bridge

WSB's Traffic Engineering Experience

Comprehensive public involvement program

Roundabout myth-busting program includes:

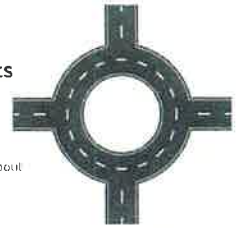
- Project website
- Public meeting
- Elected official workshops
- Project newsletters



60 roundabouts

Recent roundabout projects:

- Blake Road corridor study
- Douglas Drive reconstruction
- CSAH 24 intersection improvements
- CSAH 35 and County Road 134 roundabout





Douglas Drive Reconstruction
Golden Valley, Minnesota

- Two roundabouts
- Four signalized intersections
- Public involvement process, specializing in the education regarding roundabouts

TH 11 Corridor Study
Roseau, Minnesota

- Public input through focus groups, interactive websites, public open house meetings, on-site visits, and city council meetings were utilized to identify priority improvements
- WSB and project partners developed a vision of the alternative improvements that will be implemented over the next 25 years

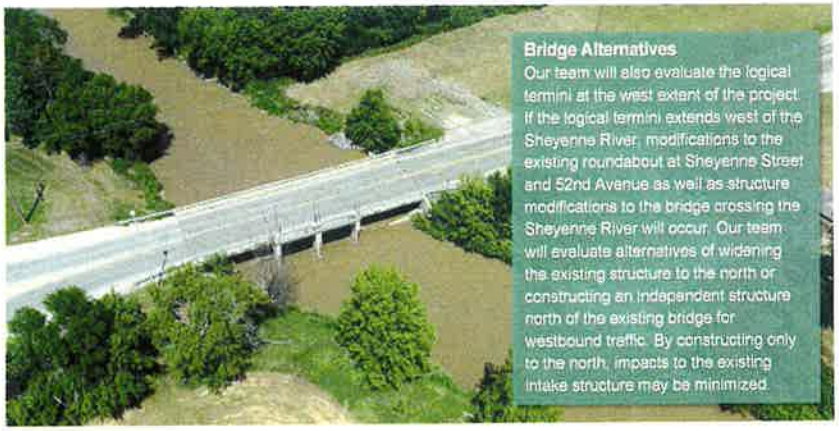




Project Recommendations or Conclusions

Access Control

Due to the limited access to existing developments throughout the corridor, access control will significantly impact traffic operations. We will evaluate alternatives to consolidate or modify access points to improve operations and reduce potential conflict points. Depending on the selected design alternative, access to McMahon Estates 2nd Addition and the Southside Annex at the west end of the project may be restricted to a ¾ access.



Bridge Alternatives

Our team will also evaluate the logical termini at the west extent of the project. If the logical termini extends west of the Sheyenne River, modifications to the existing roundabout at Sheyenne Street and 52nd Avenue as well as structure modifications to the bridge crossing the Sheyenne River will occur. Our team will evaluate alternatives of widening the existing structure to the north or constructing an independent structure north of the existing bridge for westbound traffic. By constructing only to the north, impacts to the existing intake structure may be minimized.



Roundabout Alternatives

When evaluating the western logical termini of the project, our team will evaluate the existing operations and future operations of the roundabout at Sheyenne Street and 52nd Avenue. The Sheyenne Street Corridor Study completed in 2016 states a multi-lane roundabout will not operate adequately in the future based on traffic projections; however, the Southwest Metro Transportation Plan implemented in 2016 states the existing single-lane roundabout should be expanded to a two-lane roundabout by the year 2020. Our team will re-evaluate the area to provide a fresh prospective on the corridor.

Project Issues Map





WORK PLAN AND PROJECT METHODOLOGY

Work Plan

Jeremy McLaughlin will continue overall project management from Phase I to provide consistency for all agencies involved

TASK 7 – INCORPORATION OF PLANNING LEVEL ELEMENTS INTO THE ENVIRONMENTAL DOCUMENT

Task Description

This task involves the incorporation of the planning level tasks into the environmental document The team will coordinate to ensure all the information fully and easily transitions into the environmental document

Task Approach

We will continue to utilize our Quality Management Plan (QMP) for Phase II of this project to ensure senior-level management has reviewed all deliverables A "cold-eyes" review of all deliverables will also be performed before submitting to Metro COG


HEI HAS ALREADY COMPLETED THE PRELIMINARY DESIGN AND DRAFT CONCEPT REPORT FOR THE 32ND AVENUE SOUTH BRIDGE OVER DRAIN 27

TASK 8 – ADDITIONAL TASKS FOR THE ENVIRONMENTAL DOCUMENT THAT ARE CONSIDERED PROJECT DEVELOPMENT

Task Description

The planning portion of this project completed under Phase I laid the groundwork for the Environmental Document Phase II will take the alternatives developed in Phase I and analyze them in greater detail to aid decision makers in selecting a preferred "Build" alternative and serve as NEPA Documentation for the project This task will involve all additional tasks required to complete the environmental document



Adam Ruud
Roadway Geometrics Lead

Adam has worked extensively on both urban and rural roadway projects for HEI and is well-versed in the NDDOT Design Manual standards Adam provided services for the following Fargo projects

- 25th Street Roadway Reconstruction—Design Engineer
- 2nd Street/Downtown Flood Control Project—Design Engineer
- University Drive Reconstruction—Design Engineer

Task Approach

As a part of this task, the team will include the following subtasks

- Preliminary design
- Phasing plan/work zone traffic control
- Noise analysis
- Drainage
- Wetland delineation
- Utility coordination
- Cultural resources
- Public involvement (stakeholder meetings, website, and social media)
- Completion of the Environmental Document

HEI fully understands the North Dakota Department of Transportation's (NDDOT) documented categorical exclusion (DCE) process, having completed several large corridor DCE s in recent years

Preliminary Design—HEI will build on the geometric layouts created as part of Phase I and take a more detailed look at the corridor A detailed 3D model of each alternative will be built to aid in the identification of environmental impacts throughout the project corridor The model will provide an accurate measurement of impacts to wetlands trees and existing drainage patterns as well as identify any right-of-way needs Adam Ruud will work closely with Tony Heppelmann to ensure all technical memorandums from Phase I have been properly incorporated into Phase II



Andrew Plowman
Roundabout Evaluation Lead

Andrew has been designing and leading projects that involve roundabouts since 2005; during that time, he has been involved in the design of more than 60 roundabouts. Most recently he has worked on the following projects:

- Douglas Drive Reconstruction, Golden Valley, MN. Project Manager and Lead Design Engineer for two roundabouts and four signalized intersections
- CSAH 24 Intersection Improvements, St Francis, MN. Lead Design Engineer and also led the roundabout public involvement and education process

As part of the preliminary design, we will incorporate a Complete Streets philosophy to provide a multi-modal transportation facility. This will include a shared use path along the boulevards that aligns with existing trails to provide connectivity throughout the entire 52nd Avenue South corridor.

When evaluating the western logical termini of the project, our team will evaluate the existing operations and future operations of the roundabout at Sheyenne Street and 52nd Avenue South. The Sheyenne Street Corridor Study completed in 2016 states that a multi-lane roundabout will not operate adequately in the future based on traffic projections, however, the Southwest Metro Transportation Plan implemented in 2016 states the existing single-lane roundabout should be expanded to a two-lane roundabout by the year 2020. Our team will re-evaluate the area to provide a fresh prospective on the corridor.

While funding may not be immediately available for upgrades to the bridge or roundabout, it is important to identify the appropriate improvements for the corridor and establish a timeline for implementation.

Project Phasing—52nd Avenue South currently has nine access points from Sheyenne Street South to 45th Street South. Six of these access points provide primary access to residential and commercial developments. If these access points were closed or restricted for any duration during the project, development access may be limited to a single access point or, in some cases, become entirely inaccessible. These restrictions would have a significant effect on emergency vehicle response times as well as commuter delays to the motoring public. Therefore, project phasing and work zone traffic control and mobility will be a critical portion of the environmental document to properly determine and minimize the social and economic impacts associated with the construction of the project.

Our team has extensive experience working on similar heavily traveled urban corridors within the City of Fargo. Our team developed various layouts and techniques to construct two of the busiest corridors in Fargo—25th Street South from 17th Avenue South to 23rd Avenue South as well as University Drive South from 21st Avenue South to 19th Avenue South—while maintaining two-way traffic for the duration of each project. We will apply the experience gained from these and other projects to minimize social and economic impacts to the residents and businesses along the corridor.

We anticipate the project will be constructed in two main phases: Sheyenne Street South to Veterans Boulevard South and from Veterans Boulevard South to 45th Street South. The techniques used in the subphases to maintain two-traffic may include temporary widening of the existing roadway to provide additional traffic lane(s) and acceptable buffers between construction activities and the motoring public.



OUR TEAM ANTICIPATES THE PROJECT WILL BE CONSTRUCTED IN TWO MAIN PHASES

A complete roadway closure would be required for a bridge replacement or modifications with detours around the bridge site. Our experienced team understands the importance and potential impacts associated with this work zone traffic control and mobility. We will carefully develop and evaluate traffic control alternatives to determine the associated environmental and social/economic impacts.

DELIVERABLES

- Traffic control alternatives

Noise Analysis—WSB will perform noise analysis per the NDDOT's Noise Policy and Guidance. With the addition of lanes, this will qualify as a Type I project. In the early stages of the noise analysis, our team will provide a map to the stakeholders identifying the locations of the receptors and their respective land use categories. This will enable stakeholder buy-in prior to field data collection. These field measurements will enable the calibration of the Federal Highway Association-approved noise model.

In the early stages of the noise analysis, our team will provide a map for stakeholders that identifies the locations of the receptors and their respective land use categories.

The Noise Analysis Report will identify existing and projected noise levels, impacted properties, noise impacts for which no noise abatement measures are feasible, locations where noise impacts are predicted to occur. The report will also analyze the feasibility of mitigation measures at impacted receptors as well as include a feasible abatement (if required). The report will include a statement of the likelihood of abatement implementation and will take into consideration construction noise.

DELIVERABLES

- Noise Analysis Report

Drainage—HEI's significant experience working with the City of Fargo and Cass County on hydraulic modeling and floodplain mapping will be particularly useful for drainage analysis of the existing and proposed project conditions. HEI also worked closely with the US Army Corps of Engineers (USACE) to develop an unsteady state HEC-RAS model for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.



Greg Thompson
H&H – Surface Water Lead

Greg has conducted and overseen numerous water resource projects for HEI throughout the past 14 years. As Project Manager for the storm sewer modeling for southwest Fargo, Greg oversaw the following tasks:

- Evaluated storm sewer systems and each of the storm sewer outfalls that discharge into Drain 27, the Red River, and Rose Coulee.
- The identified interior residual floodplain will support the City's internal drainage requirements for future levee certification.

More recently, HEI provided the City of Fargo with storm sewer modeling utilizing InfoSWMM south of I-94 to the City's southern incorporated limits. This consisted of 195 miles of storm sewer modeling in and around the project corridor. The modeling accommodated existing development as well as master planned estimates for future development. Both projects received awards from the American Council of Engineering Companies of North Dakota for engineering excellence. Additionally, HEI has worked extensively with the Diversion Authority on the ongoing F-M Diversion project. We are uniquely positioned to understand the drainage needs of the project's multiple stakeholders. Our review will consider City of Fargo, Cass County, and NDDOT design criteria.

DELIVERABLES

- Roadway Hydraulic Report
- Bridge Hydraulic Report

Wetland Delineation—Prior to the fieldwork, HEI scientists always prepare for the site visit. This entails an off-site study of the project area using aerial photography, LiDAR elevation data, and consultation of maps, including the National Wetland Inventory (NWI) and NRCS soil survey. Our GIS team prepares maps with these layers and the

project boundaries, and we identify wetland areas for fieldwork targeting and pinpointing sites that may potentially be wetlands or low-lying areas.

When in the field, we delineate wetlands according to the requirements of the NDDOT. This includes not only the standard vegetation, soil, and hydrology observations at paired test hole sites at the extents of wetlands but also other situations where observations are important. For instance, we record test hole data at the convergence of natural basins and artificial ditches. Also, at sites where there is potential for wetlands (e.g. listed by NWI, indicated by LiDAR or visual wetland appearance) but our investigation indicates lack of adequate wetland indicators, we record the sites and the evidence of upland characteristics. We also record the presence of culverts and other drainage and connectivity features.

HEI's GIS specialists are practiced at preparing maps according to the formatting requirements of the NDDOT, including the symbols, colors, text, and wetland numbering sequence style. Team members will help with writing the reports and QC/QA review.

DELIVERABLES

- Office Wetland Delineation Report (if required)
- Field Wetland Delineation Report

Utility Coordination—Several existing City of Fargo and private utilities exist throughout the corridor. Randy Engelstad will lead the coordination with utility companies on the project to ensure that conflicts are resolved in advance of any roadway construction. The City of Fargo is planning several updates to its infrastructure in the area, including improvements to the water intake pump station and expanded capacity of the water system. It is recommended to place a crossing under 52nd Avenue South as part of this project to avoid impacts to a heavily traveled roadway shortly after a significant improvement.

DELIVERABLES

- Utility Conflict Summary

Cultural Resources Review—HEI's subconsultant, Juniper, LLC (Juniper), will consult with the City of Fargo and the NDDOT Cultural Resource Section to discuss the proposed project and schedule a pre-field meeting to review the project area. Part of this review will determine if the project area has been partially or completely surveyed in the past.



Randy Engelstad
Public Utilities and Flood Control Lead

Randy recently led utility coordination and relocations for the $30-million 2nd Street/ Downtown Fargo Reconstruction Project, which included the relocation or replacement of:

- 5,200 feet of water main
- 5,600 feet of storm sewer
- 2,900 feet of sanitary sewer
- 2,300 feet of sanitary sewer force main
- More than two dozen private utilities

Discussions during the meeting will also confirm that the location and outline of the project corridor is complete and no additions or deletions have been made. Juniper's costs do not include Tribal Cultural Specialists (TCS) typically required in the NDDOT guidelines for transportation projects. On other NDDOT-related urban projects, the various Native American Tribal Historic Preservation Offices (THPO) have declined to participate. Formal evaluation (testing) of sites encountered during inventory are not anticipated. Efforts for this task include a Class I and III Cultural Resource Inventory.

DELIVERABLES

- Class I and III Cultural Resource Inventory

Public Involvement and Stakeholder Meetings—Stakeholder and public involvement will continue to be important in Phase II. Upon completion of the Draft DCE, HEI will hold a final Public Input Meeting, led by Jeremy McLaughlin, that will include the DCE alternatives, opinions of probable cost, identified detours, right-of-way acquisition procedures (if required), an approximate construction schedule, and other items as identified by stakeholders. In addition, we anticipate one City of Fargo Public Works Project Evaluation Committee (PWPEC) meeting. Comments received from this meeting, the public input meetings, and from the SRC meetings will be incorporated into a Public Involvement Report, which will be referenced in the Final DCE.

Our team will develop a project website to be hosted on the Metro COG website. The page will include project information, layouts, and renderings of key components. The website will be supplemented with social media posts using Twitter, Instagram, and Facebook to increase public involvement in the project process.

We will utilize project alternative renderings, drone images, and other tools to clearly communicate with stakeholders during public involvement meetings.

DELIVERABLES

- Public Involvement Report
- PWPEC presentation
- Presentation of Final DCE



Jeremy McLaughlin
Project Manager/ Public Involvement Lead

Jeremy will lead all public input, as well as SRC, and stakeholder meetings. Having been involved with communicating with the public on other recent projects in Fargo, he is aware that coordinating with key members of the community early in the process will ensure for a smooth project.

Completion of the Environmental Document—Our team has completed numerous Environmental Documents for the City of Fargo and the NDDOT, ranging from urban corridors to interstate reconstruction. Based upon the NDDOT's environmental document process flow chart, HEI anticipates that a DCE will be required. The technical memorandums from Phase I will provide much of the necessary background information.



Donna Jacob
Environmental Lead

Donna has more than 20 years of experience in the areas of wetland ecology, wetland permitting and delineation, and biological monitoring. She has been the lead author on the environmental document for several NDDOT projects and understands the process fully.

however, additional tasks will be needed for completion of the document. HEI will utilize the NDDOT's DCE template and Environmental Impact Checklists throughout the process of drafting the DCE in addition to complying with the process as identified in NDDOT's Design Manual.

The DCE will be finalized by following the NDDOT CATEX Workflow. HEI will include a Determination and Approval for Categorical Exclusion form (SFN 18878) along with the Final DCE documents.

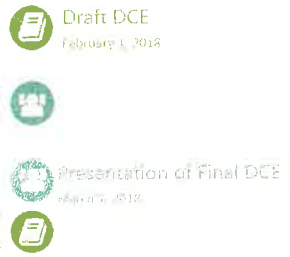
DELIVERABLES

- Draft DCE
- Final DCE

MILESTONES

- Draft DCE, February 1, 2018
- PWPEC presentation, February 12 or February 26, 2018
- Presentation of Final DCE, March 1, 2018
- Final DCE, March 1, 2018

Project Schedule



Roadway/Bridge



25TH STREET SOUTH ROADWAY RECONSTRUCTION AND BRIDGE WIDENING, FARGO, NORTH DAKOTA

Background

Fargo's 25th Street and the interchange at I-94 had become increasingly congested over the last several years, and the road segment from 17th Avenue South to 24th Avenue South had experienced a drop in the level of service while delay times have risen with increased traffic.

The Project

HEI led the consultant team for the PCR and final design.
HEI also completed the environmental documentation, design, and final construction plans for the widening of the existing bridge over I-94 at 25th Street South and the construction of two retaining walls. The bridge was widened from 83 feet to 134 feet.

Total construction cost for bridge and roadway: $15 million.

» **Firm**
HEI

» **Location**
Fargo, North Dakota

» **Client**
City of Fargo

» **Contact**
Jeremy Gorden, PE
701.241.1529

ACEC
Member of Consulting Engineering Councils of North Dakota
Engineering Excellence Award
Category H-Transportation

NDRMCA
Ready Mix & Concrete Products Assoc.
Gold Star Award
Bridge Category

» **Client Benefits**
- Increased number of traffic lanes on roadway and bridge that incorporated aesthetic enhancements
- Maintained the required vertical clearance for traffic under the bridge

Roadway/Bridge



45TH STREET WIDENING – 23RD AVENUE TO 52ND AVENUE SOUTH PCR, UTILITY MASTER PLAN, AND GEOMETRICS, FARGO, NORTH DAKOTA

Background

The City of Fargo City needed to study upgrades for 45th Street South as the area south of I-94 was rapidly expanding around numerous new developments.

The Project

HEI was retained by the City to complete a Project Concept Report for the three miles of 45th Street South that were seeing a substantial increase in traffic. The project involved widening 45th Street from two or four lanes to six lanes. Project highlights include:

- Geometric design to widen two or four lanes to six lanes
- CD 27 bridge widening to six lanes
- Master plan for storm sewer and sanitary sewer
- PCR – CATEX for Environmental Document
- Construction phasing for detours and fast track construction
- Full public participation for alternatives and construction
- 30% preliminary plans with City providing final design

The project was constructed in 2010 with a preliminary cost estimate of approximately $10 million.

» **Firm**
HEI

» **Location**
Fargo, North Dakota

» **Client**
City of Fargo

» **Contact**
Jeremy Gorden, PE
701.241.1529

» **Client Benefits**
- Coordinated with Advanced Traffic Analysis Center (ATAC) and Fargo-Moorhead Metro COG for new traffic projections out to year 2030
- Storm sewer and sanitary sewer master planning

BRIDGE DESIGN AND RECONSTRUCTION FARGO, NORTH DAKOTA

Bridges





42nd Street Southwest Bridge

HEI was selected for project development, design, and construction engineering related to a new bridge over Rose Coulee. The new bridge is 128 feet long by 84 feet wide. It is a concrete structure supported by steel piling driven 80 feet deep. The bridge includes almost a mile of steel piling, 60 tons of reinforcing steel, and over 760 cubic yards of concrete. The bridge accommodates four lanes of traffic and includes separate sidewalks and bikeways. The bridge was designed for the future addition of a raised median.

Construction Cost: $560,000

40th Avenue South Bridge

The new bridge is 124 feet long by 92 feet wide. It is a concrete structure supported by steel piling driven 80 feet deep. The bridge accommodates four lanes of traffic and includes separate sidewalks and bikeways, with an 18-foot-wide center median. The road was widened from a two-lane rural section to a four-lane urban section, with turn lanes and pedestrian walkways.

The City also requested additional architectural treatments for the bridge due to the proximity to residential areas as well as the pedestrian bike path that parallels CD 27 and crosses under the bridge. Form liners, decorative railings, and painted structural components were utilized to distinguish this bridge and provide a unique and aesthetically-appealing structure.

Construction cost: $1.1 million

Osgood Bridge

The City utilized historic bridge funds allocated from the NDDOT to convert the 1920s-era overhead steel truss bridge into a landmark pedestrian structure. The reconstructed bridge was 118 feet long and accommodated a 16-foot-wide pedestrian path. HEI worked with the cities of West Fargo and Fargo on bridge color, landscape plantings, and hydraulic concerns to ensure that the bridge would serve as a safe and appealing landmark structure for years to come.

Construction cost: $500,000



» **Firm**
HEI

» **Location**
Fargo, North Dakota

» **Client**
City of Fargo

» **Contact**
Jeremy Gorden, PE
701.241.1529
Mark Bittner, PE
701.241.1545

» **Client Benefits**
- New, safe pedestrian and bike crossings
- Accommodations for future growth
- Use of aesthetically-appealing designs to enhance the corridor.

Bridge Design



45TH STREET BRIDGE AT ROSE COULEE (DRAIN 27) FARGO, NORTH DAKOTA

» **Firm**
HEI

» **Location**
Fargo, North Dakota

» **Client**
Cass County

» **Contact**
Jason Benson, PE
701.298.2372

Background

The original bridge built in 1954 was deteriorating. It was a 62' x 23' wood plank deck with steel stringers. In recent years, the bridge has been restricted to a maximum load of 11 tons. The bridge location is along 45th Street Southwest in a rapidly developing area near the Fargo city limits. Although the current roadway has only two traffic lanes, 45th Street Southwest is a dedicated future arterial that, when reconstructed, will need to accommodate four lanes of traffic.

The Project

Cass County retained HEI to design a replacement structure at this location. The new bridge is 116-feet long by 86-feet wide. It is a concrete structure supported by steel piling driven 80 feet deep. The bridge includes almost a mile of steel piling, 60 tons of reinforcing steel, and more than 760 cubic yards of concrete. The bridge accommodates four lanes of traffic and includes separate sidewalks and bikeways. The bridge was designed for the future addition of a raised median. There is also a bike lane under the bridge parallel to Rose Coulee.

HEI also widened the bridge as part of the 45th Street widening project in 2010. ■

» Client Benefits
- Restored vital link in rural transportation route
- Improved channel alignment at bridge

Modeling/Certification



STORM SEWER MODELING SOUTH OF INTERSTATE 94 FARGO, NORTH DAKOTA

» **Firm**
HEI

» **Location**
Fargo, North Dakota

» **Client**
City of Fargo

» **Contact**
Mark Bittner, PE
Director of Engineering
701.241.1572

ACEC
American Council of Engineering Companies of North Dakota
Engineering Excellence Award Category A – Studies, Research, and Consulting Engineering Services

Background

The City of Fargo has been continuously extending its flood protection measures along the Red River to protect the city from flooding as well as remove properties from the FEMA floodplain. Levee certification requires an interior drainage study to identify the internal flood risk from rainfall events. This Stormwater Management Model (SWMM) was developed to include inlet capacity, pipe capacity, storage ponds, pump capacity, and gravity discharge through the line of protection to adequately satisfy the certification requirements.

The Project

The project consisted of using InfoSWMM to evaluate urban storm sewer and ditch systems within the entire southern half of the city. The modeling accommodated existing development as well as master planned estimates for future development. The detailed modeling provided excellent interaction between surface drainage and underground storm sewer conveyance.

Deliverables included
- SWMM infrastructure
- Impervious/pervious drainage calculations
- Evaluation of existing system
- Flood inundation map
- Analysis of alternatives ■

» Client Benefits
- Stormwater planning for future FEMA levee certification
- Detailed SWMM model to evaluate effectiveness of future projects
- New understanding of flood-prone areas

Roadway



RECONSTRUCTION OF MAIN AVENUE (US 10) – 25TH TO 45TH STREET, FARGO, NORTH DAKOTA

» **Firm**
HEI

» **Location**
Fargo, North Dakota

» **Client**
North Dakota Department of Transportation

» **Contact**
Steve Salwei
701.378.3689

Background

The interchange at Main Avenue and I-29 was changed to accommodate the I-29 lane reconfiguration. Main Avenue from 25th Street to 45th Street was reconstructed to account for geometric and safety deficiencies.

The Project

HEI was selected to provide preliminary surveying, Environmental Assessment, and design for the reconstruction of Main Avenue (US 10) from 25th Street to 45th Street in Fargo. HEI teamed with a subconsultant to provide traffic operational analysis and design assistance.

The project scope included:
- Aerial mapping and ground surveys (GPS)
- Alternative analysis for 5-, 6-, and 7-lane sections
- Alternative analysis for frontage roads
- Public participation/public hearing
- Environmental Assessment and environmental clearance
- Construction design plans and specifications

At the time, this was the largest single-season construction project ever undertaken and successfully completed by the NDDOT! Total cost: $30 million. ■

» Client Benefits
- Main Avenue carries traffic efficiently and provides an aesthetically pleasing finished product while staying cost effective

Corridor Study



TH 47 TRANSPORTATION SUB-AREA ANALYSIS ANOKA COUNTY, MINNESOTA

» **Firm**
WSB

» **Location**
Anoka County, Minnesota

» **Client**
Anoka County

Background

In 2008, Anoka County retained WSB to address transportation design and planning for TH 47.

The Project

In the southern portion of the project area faced increasing congestion while to the north, horizontal/vertical curve deficiencies and associated safety and operational concerns required improvements.
WSB worked with the County to identify alignment alternatives in the southern portion of the project area, which will improve mobility performance as well as operational and safety conditions. These alignments were evaluated considering several location and social factors. In the northern project area, WSB identified and evaluated alignment corrections to the existing corridor to improve the road's safety and mobility characteristics. WSB also did extensive work with the Anoka County travel demand model to project traffic levels in the project area to refine the facility needs and alignment analyses. The coordination between land use issues and transportation engineering was a key element of the project. In coordination with Anoka County, WSB developed a comprehensive public involvement program which included a project website, public meetings, elected official workshops, project newsletters, and other elements. ■

» Client Benefits
- Comprehensive public involvement program
- Improved operational and safety conditions for TH 47

Corridor Study





BLAKE ROAD CORRIDOR STUDY
HENNEPIN COUNTY, MINNESOTA

» Firm
WSB

» Location
Hopkins, Minnesota

» Client
City of Hopkins

» Contact
Nate Stanely
City Engineer
952.548.6356

Background

WSB was retained by the City of Hopkins and its partners to identify improvements to Blake Road from south of CSAH 3 (Excelsior Blvd) to just north of TH 7. The project was to identify the appropriate cross section of the corridor to serve as the primary access point for the future Blake Road LRT Station (part of the Southwest Light Rail Transit Line). Improvements focused on high-level concepts that were completed by Hennepin County as part of the Transitional Station Area Action Plan (TSAAP) process.

The Project

The concepts and alternatives developed by the project team took into consideration several factors that concerned the public as there is a large environmental justice population living along the corridor. Public input played an important role in the identification of a preferred alternative. The preferred concept was further refined by WSB as part of the preliminary engineering process. In the end, a three- and four-lane facility with dedicated turn lanes was identified. Multiuse trails and sidewalk connections were included as were key crossing locations for pedestrians. Improvements at TH 7 and CSAH 3 were incorporated, and a roundabout near the center of the corridor was considered.

» Client Benefits
- Alternative designs and concepts for a transit station.
- Concepts for the transit station took into account public input and multiuse trails and sidewalk connections.

Roadway Design



HENNEPIN COUNTY CSAH 61 (SHADY OAK ROAD) FROM CSAH 3 (EXCELSIOR BOULEVARD) TO TH 7
HENNEPIN COUNTY, MINNESOTA

» Firm
WSB

» Location
Hopkins, Minnesota

» Client
Hennepin County

Background

Hennepin County and its partners, the Cities of Hopkins and Minnetonka, retained WSB to complete preliminary and final design for CSAH 61 between CSAH 3 and TH 7. In addition to design efforts, the project included a number of evaluations and reviews to improve safety and mobility as well as address geometric and flooding problems.

The Project

WSB developed an access management plan, identified the appropriate locations to construct turn lanes, determined areas for a center median, completed traffic operations at key intersections and recommended traffic control changes, shifted a portion of the alignment to reduce horizontal and vertical curves, successfully minimized and mitigated impacts to adjacent parks and wetlands, and incorporated additional travel lanes. The project included public input and community engagement activities, including open house meetings, mailings, small group meetings for targeted improvement areas, meetings with adjacent businesses and meetings with elected officials. A project website was maintained for the duration of the project—including during construction.

» Client Benefits
- Traffic control changes for safer, more efficient intersections.
- Public engagement activities.

Roadway Design & Construction



CSAH 101 CORRIDOR STUDY
MINNETONKA, MINNESOTA

» Firm
WSB

» Location
Minnetonka, Minnesota

» Client
Hennepin County and the City of Minnetonka

Background

Hennepin County and the City of Minnetonka selected WSB to complete preliminary design, final design, and environmental documentation for the reconstruction of CSAH 101 between CSAH 62 (crosstown) and Hutchins Drive in the City of Minnetonka. The project also included public and agency engagement.

The Project

CSAH 101 received turnback funds from MnDOT to bring the roadway up to standards. As part of the project, WSB was charged with developing a number of different alternatives for the corridor. Concepts were developed for new intersection control at key locations as well as sidewalk and trail alternatives. A citizen's advisory committee was used to develop and evaluate the various concepts. In the end, the agencies and public agreed that a three-lane facility was appropriate with multiuse trails and upgraded intersections, including new traffic control at an elementary school and an off-set intersection.

Once the preferred concept was identified, WSB completed a discretionary EAW and completed preliminary design. Following approval of the EAW, WSB completed final design and specifications for the project.

» Client Benefits
- New three-lane facility.
- Safer bus and parent vehicle circulation for Clear Springs Elementary School.
- High public engagement with the citizen's advisory committee.

Corridor Study



TH 11 CORRIDOR STUDY
ROSEAU COUNTY, MINNESOTA

» Firm
WSB

» Location
Roseau County, Minnesota

» Client
Minnesota Department of Transportation and Roseau County

Background

WSB was contracted by MnDOT and project partners to complete a 60-mile corridor study of TH 11 in Roseau County. The corridor is home to Marvin Window and Polaris and so has a high volume of truck and freight traffic.

The Project

Due to the high volume of traffic and a lack of dedicated turn lanes a number of head-on and run-off-the-road crashes have occurred along TH 11. WSB utilized focus groups, interactive websites, public open house meetings, on-site visits, and meetings with city councils to identify incident hot-spots along the corridor, priority improvements for these areas, and to develop solutions. WSB evaluated existing and future conditions along the corridor and identified a number of crash and travel patterns contributing to problems on the corridor. With this information, WSB and project partners developed a vision of the alternative improvements that will be implemented over the next 25 years. Implementation is based on input from various stakeholder groups, different funding scenarios for MnDOT cost participation, and programmed maintenance and rehabilitation activities to efficiently utilize funding and minimize disruption to traffic flow.

» Client Benefits
- Recommended improvements to address safety problems and increase the efficiency of CSAH 27.
- Stakeholder meetings throughout the study to ensure all concerns were addressed.

Roadway Reconstruction



DOUGLAS DRIVE RECONSTRUCTION
GOLDEN VALLEY, MINNESOTA

» Firm
WSB

» Location
Golden Valley, Minnesota

» Client
City of Golden Valley

» Contact
Jeff Oliver
City Engineer
763.593.8034

» Client Benefits
- The project created a multi-modal corridor in the heart of Golden Valley
- Project included utilities, railroad coordination, bike lanes, and more.

Background

The Douglas Drive reconstruction project is a 1.75-mile reconstruction of a Hennepin County roadway that goes through the heart of Golden Valley. The project includes a number of innovative features to create a multi-modal corridor. The project contains two roundabouts; four signalized intersections; undergrounding of overhead utilities; replacement of a Bassett Creek box culvert, pond expansion, and stormwater reuse system; railroad coordination; on-street bike lanes, a multi-use trail; landscaping improvements; and signature lighting.

The Project

WSB led the project from the preliminary planning and design phase through comprehensive final design and provided construction administration assistance. WSB also led the public involvement process, specializing in the education regarding roundabouts as this project features the first roundabouts within the City of Golden Valley.

Corridor Study



CSAH 27 CORRIDOR STUDY
SCOTT COUNTY, MINNESOTA

» Firm
WSB

» Location
Scott County, Minnesota

» Client
Scott County

» Client Benefits
- Recommended improvements to address safety problems and increase the efficiency of CSAH 27
- Stakeholder meetings throughout the study to ensure all concerns were addressed.

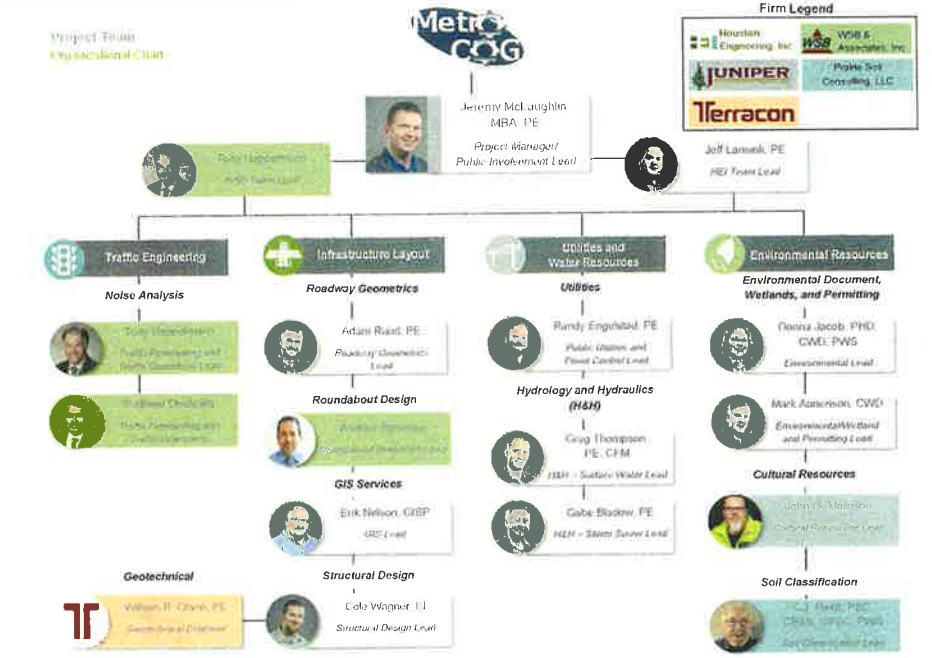
Background

WSB was selected by Scott County to conduct a long-term corridor study for CSAH 27. CSAH 27 is a 16-mile long, north-south corridor that traverses the entire county.

The Project

The purpose of the study was to identify improvements for intersections, address safety problems, develop concept alternatives for two of the four segments, provide an access plan, and create project recommendations. WSB developed future traffic volumes for the corridor and identified existing and future segment capacity constraints. Through multiple analyses, WSB recommended extending the four-lane corridor to CSAH 21, modifying geometrics, installing different intersection control devices, and modifying nearby access.

The final report included a staged implementation plan to address problem areas in identified timeframes as well as anticipated costs and potential funding sources. The project included coordination with two cities, two townships, property owners, the Three Rivers Park District, environmental review agencies, and the public. Numerous public and stakeholder meetings took place throughout the corridor study.



Project Team Resumes

JEREMY MCLAUGHLIN, MBA, PE

Project Manager/Public Involvement Lead



Education

MBA, North Dakota State University, 2009

BS in Civil Engineering, North Dakota State University, 1997

Certifications

PE North Dakota – 4883

PE South Dakota—9572

PE Montana—16630

PE Minnesota—42256

PE Wyoming—12971

Professional Experience

Houston Engineering, Inc —1998-Present

Houston Engineering, Inc —1995-1997

Jeremy will use his 20 years of bridge, road, and infrastructure experience to provide guidance for the entire project team and engage the public.

As Project Manager, Jeremy McLaughlin will provide overall project coordination and communication as well as lead all public meetings and communication between the HEI and WSB teams to ensure a smooth project. Jeremy leads the transportation and structural services group at HEI, specializing in road, bridge, and infrastructure design, and he has worked on a variety of projects throughout the cities of Fargo, West Fargo, and Moorhead.

- **45th Street—23rd Avenue to 52nd Avenue South—PCR, Utility Master Plan, Geometrics, Fargo, ND.** Design Lead in charge of alternatives for the bridge over I-94 and three miles of 45th Street. Four-lane and six-lane configurations on the proposed bridge widening were analyzed, and the final design included the six-lane configuration.
- **40th, 42nd, and 45th Avenue South Bridge Replacements over CD 27, Fargo, ND.** Design Engineer for bridge replacements over Drain 27 in Fargo, ND, to accommodate reconstructed arterials to serve south Fargo. Bridges included a pedestrian bike path on one side of the bridge and a walkway on the other. A bike path was also designed under the bridges to tie into a large path that parallels County Drain 27. The 40th Avenue bridge also used architectural concrete and bridge railings to help add aesthetics to this structure located in a residential area. Form liners, stained and painted concrete, and decorative railings were all incorporated into the finished product.
- **Bike Trail Structure over the Sheyenne River (Osgood Bridge) Fargo/West Fargo, ND.** Project Manager for construction of a pedestrian bridge over the Sheyenne River linking Fargo to West Fargo. Project involved repairing and rehabilitating a steel truss bridge. A timber wear course, railing, repainting, and landscaping were all integral aspects of the rehabilitation project. Construction costs were more than $450,000.
- **University Drive Reconstruction and I-94 Ramp Revisions and Pedestrian Improvements, Fargo, ND.** Project Manager on project involving 0.2 miles of reconstruction with pedestrian and access improvements. Pedestrian connectivity is a critical component of the project as multiple pedestrian fatalities have occurred within the project corridor. Public involvement and business coordination is also a key aspect 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.
- **25th Street South Roadway Reconstruction and Bridge Widening, Fargo, ND.** Structural Team Lead for this project located over I-94 and in the heart of the City's rapidly expanding southwest commercial corridor. HEI completed the environmental documentation, design, and final construction plans for the widening of the existing bridge and the construction of two retaining walls. The bridge was widened more than 50 feet from 83'-3" to 134'-7". One of the challenges overcome by the design team was maintaining the required vertical clearance under the bridge for the Interstate traffic while widening to accommodate the new lanes. The proximity of local businesses made coordination an integral part of this project.
- **US Highway 10 (Main Avenue) Reconstruction, Fargo, ND.** Design Engineer for reconstruction of Main Avenue from 25th Street to 45th Street in Fargo. Duties include plan and specification preparation, geometric and profile design of new roadway, design of new water mains, sanitary and storm sewer, and quantity and cost estimation. Jeremy was also involved in public input meetings. Total project cost (including interchange) was $30.5 million. At the time, this was the largest single-season construction project ever completed by the NDDOT.

JEFF LANSINK, PE

HEI Lead



Education

BS in Civil Engineering, North Dakota State University, 1999

Certifications

PE North Dakota – 5244

PE Minnesota – 44790

Professional Experience

Houston Engineering, Inc – 2002-Present

North Dakota Department of Transportation – 1999-2002

Moorhead Public Service Department – 1998

Jeff will provide day to day coordination of HEI's project responsibilities.

Jeff Lansink will provide all coordination between the HEI team as the HEI Team Lead. He is a civil engineer and project manager with 18 years of experience in transportation planning and design. His experience includes design and project management for interstate, highway, local, and arterial streets as well as rail projects across North Dakota and Minnesota. Jeff has served in a key design role or as Project Manager for every significant interstate project HEI has completed with the NDDOT. He has worked with numerous public agencies, including the North Dakota and Minnesota departments of transportation, and he understands the procedures required to ensure for successful projects.

- **45th Street (23rd Avenue to 52nd Avenue South), Fargo, ND.** Design Engineer in charge of preliminary geometrics for bridge and roadway alternatives for two miles of 4- or 6-lane urban arterial constructed in 2010. Ultimately, the City chose the 6-lane alternative and completed the final designs in which 2- and 4-lane roads were expanded to 6-lanes and the bridge over Drain 27 was widened to accommodate the extra lanes. Jeff's duties included preliminary design of horizontal and vertical alignments, preparation of plan views of alternatives using AutoCAD Civil 3D software, quantity and cost estimation, utility review, and environmental review. Project construction cost was approximately $10 million.
- **25th Street South Roadway Reconstruction and Bridge Widening, Fargo, ND.** Lead Design Engineer. Due to congested traffic flow, approximately one 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. As Design Engineer, Jeff assisted with and oversaw final designs for the roadway widening, reviewed right-of-way impacts, reviewed alternatives, solicited views, conducted public participation with the Steering Committee, completed pre-draft, draft, and final PCRs, and completed construction plans and specifications. Options included a new southeast ramp, a double left westbound to southbound ramp modification, and new dedicated ramp lanes on the bridge. Estimated Construction Costs: $15 million.
- **US Highway 10 (Main Avenue) Reconstruction, Fargo, ND.** Member of design team for reconstruction of Main Avenue from 25th Street to 45th Street in Fargo. HEI worked in association with HWS Consulting Group for the NDDOT. Duties include plan and specification preparation, geometric and profile design of new roadway, quantity and cost estimation, and closely working with property owners along the corridor to make sure their business needs are met throughout construction and also once the project is complete.
- **Timber Creek Addition, Fargo, ND.** As Project Engineer, Jeff assisted the City of Fargo in improving the Timber Creek Addition, allowing for individual lot development. HEI completed preliminary and final designs and plans for a sanitary sewer system, a storm sewer system, a water main, site grading, concrete curb and gutter, asphalt paving, and street lighting. HEI also assisted with project bidding.

Tony Heppelmann, PE

WSB Lead/Traffic Forecasting and Traffic Operations Lead



Service Group:
Transportation

Registration:
Professional Engineer – Minnesota #17365

Education:
Bachelor of Science in Civil Engineering, University of Minnesota, 1980

Bachelor of Arts in Economics, College of St. Thomas, 1974

Tony, Vice President and Senior Project Manager, has 37 years of experience in the field of transportation planning and design. Tony has been project manager or transportation task manager on a wide variety of transportation projects, including transportation plans, parking studies, travel demand management studies, airport studies, downtown studies, light rail corridor studies, highway corridor studies, environmental impact studies, and preliminary design studies. His technical responsibilities on these projects have included traffic forecasting, traffic operations analysis, traffic impacts and needs assessments, alternatives analyses, and preliminary geometric design. Tony has in depth experience with the travel forecasting process and models and has applied this knowledge on a variety of transportation projects. He is also experienced in the analysis of both arterial and freeway operations and the various software programs used in this analysis. Through his work on these projects, Tony has developed a thorough knowledge and understanding of the project development process, as well as the keys for successful implementation of a project.

Tony has managed a variety of transportation corridor studies, ranging from county roadway studies to Interstate highway studies. In addition to managing these studies, Tony also was responsible for the traffic forecasting and traffic operations elements of the studies as well as leading the alternatives analysis element of the studies.

Corridor Study Experience

Blake Road Corridor Study | Hopkins, Edina, and St. Louis Park, MN
Tony was the Project Manager and led the traffic forecasting and operations analysis for this study to develop a concept plan for reconstruction of Blake Road as a multimodal transportation corridor that will facilitate redevelopment and access to a future LRT station.

Hennepin County CSAH 61 (Shady Oak Road) from CSAH 3 (Excelsior Boulevard) to TH 7 | Hopkins and Minnetonka, MN
Tony was Project Manager and led the traffic forecasting and operations analysis for this study of CSAH 61 to expand the corridor from a two-lane roadway to a four-lane divided arterial. Tony also was responsible for the analysis of alternatives and completion of a Federal EA for the project.

CSAH 101 Corridor Study (CSAH 62 to Hutchins Drive) | Hennepin County and the City of Minnetonka
Tony was Project Manager and led the traffic forecasting and traffic operations analysis for this study of CSAH 101 between CSAH 62 and Hutchins Drive. Tony also led the alternatives evaluation for the study which included the evaluation of both three-lane and four-lane alternatives for the corridor.

CSAH 27 Corridor Study | Scott County, MN
Tony led the traffic forecasting and traffic operations analysis for this study of a 16-mile corridor in Scott County.

TH 11 Corridor Study | MnDOT District 2
Tony played a key role in the operations and safely analysis for the evaluation of alternatives for this study of a 60-mile corridor of TH 11 in Minnesota.

TH 47 Transportation Sub-Area Analysis | Anoka County, MN
Tony was Project Manager and led the traffic forecasting, traffic operations and alternatives analysis for a 10-mile segment of TH 47 in Anoka County.

Sudheer Dhulipala, PE, PTOE

Traffic Forecasting and Traffic Operations



Service Group:
Transportation

Registration:
Professional Engineer
Minnesota #5023
Texas #101050
North Dakota #8326
South Dakota #12100

Professional Traffic Operations Engineer

Education:
Master of Science in Transportation Systems Engineering, Virginia Tech, 2002

Bachelors of Civil Engineering, Osmania University, India, 2000

Sudheer is a Senior Traffic Operations Engineer in our Transportation Group with over 14 years of diverse engineering experience in traffic engineering and transportation planning. He is experienced in traffic operations, traffic forecasting, traffic simulation, travel demand modeling, traffic impact analyses, traffic signal timing, signal warrants, signing, pavement marking, congestion management studies, GIS-T, airport terminal/curbside modeling and various other types of traffic studies. He is experienced in using Synchro/SimTraffic, Highway Capacity Software, VISSIM, Cube and various other traffic and transportation analysis tools.
Prior to joining WSB, Sudheer served as a Lead Traffic Engineer on several projects including traffic operations studies for NDDOT, Origin-Destination Studies with License Plate Matching, signal warrants and timing for City of Williston and City of Bismarck, Traffic Impact analyses for private developers, schools and Universities, Safety Signing for curves in western North Dakota, and Flashing Yellow Arrow retrofits in Bismarck.

Sudheer served as the lead traffic engineer on travel time and travel speed studies using GPS and GIS for various Metropolitan Planning Organizations, Cities and Congestion Management Agencies. These studies were done to meet the requirements of Congestion Management Process and to analyze traffic operations like before/after signal timing improvements.

Sudheer developed simulation models using AUTOMOD, VISSIM and ARENA simulation software to evaluate the design of terminals, inline baggage screening systems and curbside roadways at airports. These projects involved demand estimation and forecasting (passengers, baggage and vehicles where appropriate) based on current and future flight schedules. He helped identify potential problems in the designs and communicated them to the designers.

Selected Project Experience

Grand Forks/East Grand Forks MPO Streets and Highway Plan Update | Grand Forks and East Grand Forks, ND
Used Synchro models to analyze more than 50 intersections in Grand Forks/East Grand Forks MPO area as part of the Streets and Highway Plan update. Reported intersection delays and level of service.

City of Roseville Transportation Plan Update | Roseville, MN
Analyzed existing forecast traffic levels of service in the City of Roseville as part of update of the City of Roseville, MN Transportation Plan update. Utilized the regional travel demand model, MNDOT AADT information and various GIS data sources to forecast traffic for future conditions. Used NCHRP recommended procedures to adjust traffic forecasts based on regional model and existing counts.

Trunk Highway 169 Reconstruction | Champlin, MN
Developed traffic forecasts to analyze future traffic operations on TH 169 in Champlin, MN and provided recommendations on intersection geometry and turn lane lengths. Utilized regional travel demand model and ITE Trip Generation Manual to forecast future traffic levels.

109th Avenue Traffic Operations Analysis | Brooklyn Park, MN
Developed traffic forecasts for 109th Avenue in Brooklyn Park, MN based on two other studies and the regional travel demand model. Analyzed future traffic operations in Synchro/SimTraffic and Highway Capacity Software. Analyzed proposed roundabout operations at several intersections. Provided recommendations on control type, intersection geometries, roadway lanes needed and turn lane lengths.

Hennepin Avenue Transit Stop Analysis | Minneapolis, MN
Developed Synchro/SimTraffic models to analyze impact of various proposed locations of bus stops along Hennepin Avenue in Minneapolis, MN. Analyzed the effects of lane closures and intersection geometry changes.

ADAM RUUD, PE
Roadway Geometrics Lead



Education
BS in Civil Engineering, North Dakota State University, 2011

Registration
PE North Dakota—10407

Professional Experience
Houston Engineering, Inc.—2011-Present
Vinco, Inc. Electrical Division—2008-2010

Adam has performed roadway geometric design on numerous municipal highway projects in North Dakota.

Adam Ruud performs duties as a transportation design engineer. Adam has worked extensively on both urban and rural roadway projects for cities, counties, and the NDDOT, including reconstruction, mine and blend, and overlay. He also has experience preparing project environmental documentation. Adam has received training in MicroStation V8i for Advanced Users, Roadway Fundamentals using GEOPAK, and InRoads Design. He is proficient in Autodesk Civil 3D, InRoads, MicroStation, and GEOPAK.

- **25th Street South Roadway Reconstruction and Bridge Widening, Fargo,** Design Engineer. Assisted with final design and plan preparation for this six-lane divided roadway. The project included roadway reconstruction, construction of a new eastbound entrance ramp, bike paths, and bridge widening. Additional ramp widening modifications were completed as part of the project to meet traffic warrants. Approximately one mile of road was reconstructed with 10.5-inch concrete pavement in 2014 for a total project cost of approximately $15 million.
- **Southwest Metro Area Storm Sewer Master Plan, Fargo, ND.** Design Engineer. HEI provided various alternatives for stormwater management for the City of Fargo south of 52nd Avenue South. These alternatives included differing retention pond options and flood protection.
- **2nd Street/Downtown Flood Control Project, Fargo, ND.** As Lead Transportation Design Engineer, completed roadway realignment alternatives to meet various potential flood mitigation options, prepared quantity estimating, coordinated efforts of consultants and HEI staff, and completed final plan development. This project is part of an effort to reduce or eliminate FEMA residual floodplain created by the proposed line of protection (i.e. floodwall).
- **Interstate 29 Reconstruction, Argusville to Hunter, ND, Northbound and Southbound.** Design Engineer. Assisted in developing the Environmental Document for reconstruction of 9.1 miles of NB and SB Interstate 29 from Argusville to Gardner. Performed the design for the crossovers and temporary ramp connections constructed during the summer of 2012. Also completed the design, geometric layout, and plan preparation for the reconstruction of the NB and SB roadways.
- **Timber Creek Addition, Fargo, ND.** Design Engineer in improving the Timber Creek Addition for 108 individual lot development. HEI completed preliminary and final designs and plans for a sanitary sewer system, a storm sewer system, a water main, site grading, concrete curb and gutter, asphalt paving, and street lighting. HEI also assisted with project bidding.
- **19th Avenue North – 10th Street to 18th Street, Survey, Design, and Construction Observation, Fargo, ND.** Design Engineer in the reconstruction of 19th Avenue North near the Fargodome. The roadway had significantly deteriorated and created increasing concerns for pedestrian safety. Based on a 2011 corridor study, HEI developed final construction plans incorporating the recommended improvements for increased pedestrian safety, eliminating unsafe access points, and increasing levels of service for the corridor. The final design included a raised median with fencing, increased turn lane capacity, and the elimination and relocation of several access areas to reduce vehicle conflict points. Estimated Construction Cost: $4.78 million.
- **4th Street and Wastewater Stabilization Ponds Levee Certifications, Fargo, ND.** Design Engineer in these two FEMA levee certifications by completing internal drainage analysis.

COLE WAGNER, EI
Structural Design Lead



Education
BS in Civil Engineering, North Dakota State University, 2012

Registration
EI North Dakota—12929

Professional Experience
Houston Engineering, Inc.—2012-Present
City of Moorhead (Engineering Intern)—2010

Cole served as Design Engineer for several bridges in North Dakota, including the Lake Shure Bridge in Cass County.

Cole Wagner will perform structural design services focused on quantities, estimates, structure details, and miscellaneous items. Cole specializes in transportation and hydraulic structures and is involved in projects from preliminary design through construction. He is well-versed in VisualAnalysis 11.0 and 10.0, PSBeam, Excel, MicroStation, QConBridge, and AutoCAD Civil 3D.

- **25th Street South Roadway Reconstruction and Bridge Widening, Fargo, ND.** Design Engineer in the widening of the 25th Street South Bridge over I-94. The bridge was widened approximately 70 feet between the east and west sides, allowing two additional lanes of traffic (now six total) and a new pedestrian path. The project included the installation of a new slip ramp, which incorporated a modular block retaining wall over 25 feet in height. Decorative form liners were also added to increase the aesthetic curb appeal of the structure. Additionally, approximately 1 mile of road was reconstructed. Construction cost for bridge and roadway was approximately $15 million.
- **Drain 27 Flood Protection, 40th Avenue South to Interstate 29, Fargo, ND.** Design Engineer for two cast-in-place gatewell structures as part of the creation of flood protection along Drain 27 in south Fargo. Duties included concrete and reinforcing steel design for footings, floor slab, walls, and roof in accordance with USACE requirements, coordinating aesthetic treatments for the gatewells to match adjacent floodwall, aluminum beam and catwalk design, calculating quantities, and coordinating CAD efforts. Cole also assisted in the construction observation of the gatewells. This flood protection is part of a series of projects stretching more than 2.5 miles.
- **Cass County Road 20 (40th Avenue North) Bridge, Cass County, ND.** Design Engineer in the design and construction of a 550-foot-long bridge.
- **F-M Area Diversion Project Bridge Design, Cass County Road 22 and County Road 32, Fargo, ND.** Design Engineer for two precast, prestressed girder bridges on a vertical curve over the proposed Red River Diversion. The CR 22 bridge is approximately 550 feet long and the CR 32 bridge is approximately 590 feet long, which required use of elastomeric bearings as well as expansion devices. Design included prestressed girder design, concrete and reinforcing steel design for decks, abutments, and hammerhead piers, as well as calculating quantities for the entire project. The projects required proper traffic control for detours around each project.
- **Amenia Roadway Realignment and Bridge Replacement, Cass Country Road 32, Amenia, ND.** Design Engineer for roadway realignment and 129-foot, three-span bridge with 21-inch prestressed box beam girders. Design included prestressed girder design, concrete and reinforcing steel design for decks, abutments, and wall piers, as well as calculating quantities and coordinating CAD efforts.
- **Lake Shure Access Hydraulic Analysis and Bridge Design, Reed Township, Cass County, ND.** Design Engineer for 375-foot, five-span bridge with 33-inch prestressed box beam girders for a 9-foot grade raise. Design included prestressed girder design, concrete and reinforcing steel design for decks, abutments, and wall piers as well as calculating quantities and coordinating CAD efforts.

Andrew Plowman, PE

Roundabout Evaluation Lead



Service Group:
Transportation

Registration:
Professional Engineer – Minnesota #44200

Education:
Bachelor of Science in Civil Engineering, University of Minnesota, 2000

Andrew has been a project manager and lead design engineer in the Transportation Group at WSB for over 16 years. Andrew has been designing and leading projects that involve roundabouts since 2005, during that time he has been involved in the design of over 60 roundabouts. That experience has gained WSB the status of being prequalified in all four MnDOT roundabout categories. He is involved in all aspects of the roundabout design including geometrics, traffic operations, staging, ADA and public involvement. Andrew has shared his knowledge on a national stage by presenting at International Roundabout Conferences dating back to 2011.

Douglas Drive (CSAH 102) Reconstruction Project | Golden Valley, MN
This project was a cooperative project between the City of Golden Valley and Hennepin County with multiple additional stakeholders including; MnDOT, Bassett Creek Watershed District, Met Council, Joint Waters Commission (JWC) and Three Rivers Park District. The project included six intersections where signals or roundabouts were analyzed, and ended up including two roundabouts and four signalized intersections. The project also included on-street bike lanes, multi-use trail and a new Bassett Creek Box Culvert crossing.

Andrew was the project manager and lead design engineer for the project, from preliminary design through construction. He led the effort to develop the initial layouts, gain approval on the MnDOT Level One layout for the work at TH 55, manage multiple groups at WSB to ensure work was completed efficiently and acquire the appropriate State Aid and Federal Aid authorizations. Since this project included the first roundabouts in the City of Golden Valley, Andrew led the public involvement and education process.

CSAH 24 Intersection Improvements | St. Francis, MN
This project was led by Anoka county to handle the increased traffic and peak hour volumes at St. Francis High School. The project location was just east of the CSAH 24 Rum River crossing. Traffic analysis was completed at the intersections of CSAH 24 and County Road 72 and CSAH 24 and CSAH 9. These intersections served as the primary access to students, faculty and visitors for the high school. It was determined the roundabouts were the appropriate choice to handle existing and future traffic as well as accommodate the high pedestrian traffic of the high school students. One of the roundabouts was determined to potentially need a future dedicated left turn lane, WSB designed the roundabout to be expandable towards the middle. This means the final footprint would not change in the future.

Andrew was the lead design engineer on the project. He was responsible for completing the proposed geometry for the options and then leading the project through final design and the federal authorization. Andrew also led the roundabout public involvement and education process. Given at that time, Anoka County had no other roundabouts within the County, the proposal of two roundabouts at a high school with inexperienced drivers was met with skepticism. Andrew introduced the mythbusting presentation and displayed several examples of roundabouts near schools, to gain public acceptance.

CSAH 35 and County Road 134 Roundabout | Buffalo, MN
Wright County was successful in obtaining federal, HSIP (Highway Safety Improvement Project) funding to construct intersection improvements at the intersection of CSAH 35 and County Road 134. The intersection had recently been converted to an all-way stop due to safety issues, but the project was experiencing severe capacity issues especially during school functions, as Buffalo High School is located less than a mile from the intersection. A roundabout was identified to address both the safety and capacity issues.

Andrew was the project manager and lead design engineer on the project. He also led the public involvement and education process. Roundabouts were not new to the area, however there was skepticism present during the project development phase. Given the long backups from the all-way stop configuration, the school representatives were concerned if a single lane roundabout could accommodate traffic during the popular events. Andrew used traffic modeling alongside existing footage of the intersection to show how well the roundabout would perform. Andrew led the project through preliminary and final design including getting the project federally authorized.

ERIK NELSON, GISP

GIS Lead



Education
BS in Geography, University of North Dakota, 2008

Registration
GISP #66910

Professional Experience
Houston Engineering, Inc —2009-Present
NAVTEQ —2009

Professional Organizations
Minnesota GIS/LIS Consortium
Pine to Prairie GIS User Group

Erik will prepare accurate site maps to ensure effective field visits.

Erik Nelson is a Senior GIS Specialist in HEI's Fargo office and is responsible for providing assistance in the areas of GIS analysis, GIS mapping, floodplain mapping, and other assessments. Erik has experience with a variety of GPS hardware and has a strong background in remote sensing interpretation and cartography. He is proficient with multiple pieces of software outlined below:

- *GIS software*: ArcInfo, ArcEditor, ArcView 10x, 3D Analyst & Spatial Analyst Extensions, ArcHydro
- *3D Software*: ArcGlobe, ArcScene, Google Earth Pro, Autodesk Infraworks, Sketchup
- *Image Manipulation Software*: Erdas Imagine 9.2, GeoExpress with MrSID from LizardTech, Global Mapper 18, Irfan View, Pix4D, Adobe Photoshop CC, Adobe Lightroom, Adobe Premiere Pro
- *LiDAR Software*: Merrick MARS & LP360

- **25th Street South Roadway Reconstruction and Bridge Widening, Fargo, ND.** Provided general GIS mapping and engineering support. Created a 3D model of existing and proposed project corridor with Autodesk InfraWorks.
- **Storm Sewer Modeling South of Interstate 94 to Southern Incorporated City Limits, Fargo, ND.** GIS Specialist for an internal drainage analysis for the south half of the City of Fargo. The analysis consisted of evaluating the City's storm sewer systems and each of the storm sewer outfalls that discharge to the Red River, Rose Coulee, and Drain 27. The fully functioning InfoSWMM-ArcGIS software integration was utilized to conduct the study that identified both localized rainfall-driven, flood-prone areas as well as rainfall-driven flooding attributed to the levee systems. Outcomes from this project were focused on producing an interior residual floodplain adjacent to the existing and future levees. The identified interior residual floodplain will support the City's internal drainage requirements for future levee certification.
- **2012-2013 North Dakota State Water Commission (NDSWC) Risk MAP Project, James River Risk MAP in Stutsman, Eddy, Foster, and Wells Counties, ND.** GIS Specialist for the NDSWC Risk MAP project on the Upper James River Watershed. The project includes performing 166 miles of approximate study for the James River and 2.5 miles of approximate study for Pipestem Creek. The newly created floodplain boundaries were incorporated into first-time countywide DFIRMs for Eddy, Foster, and Wells counties and a DFIRM update for Stutsman County.
- **2010 North Dakota State Water Commission (NDSWC) RiskMAP Project, Physical Map Revision, Morton County, ND.** GIS Specialist for the NDSWC Risk MAP project in Morton, County, ND. The project includes 18 miles of detailed FIS along the Heart River and Little Knife River; 37 miles of limited-detail FIS along Sweet Briar Creek, Otter Creek, and Terra Vallee, seven miles of approximate FIS along the Poresberg Dam Tributary and Harmon Lake, and 20 miles of redelineation along the Missouri River.
- **Fargo-Moorhead (F-M) Metro Flood Risk Management Project, Feasibility Study.** GIS Specialist for design activities completed by HEI and subconsultants as work-in-kind through the cities of Fargo, ND, and Moorhead, MN, for the F-M Metro Feasibility Study. Project included Unsteady HEC-RAS model development and analysis, stormwater modeling for interior drainage (SWMM), preliminary bridge design, diversion channel drawings and earthwork calculations, and preliminary transportation planning.

RANDY ENGELSTAD, PE

Public Utilities and Flood Control Lead



Education
BS in Civil Engineering, North Dakota State University, 2004

Registration
PE North Dakota—6676
PE Minnesota—48967
University of MN, Design of SWPPP

Professional Experience
Houston Engineering, Inc.—2009-Present
BKBM Engineers, Inc.—2005-2009
North Dakota Department of Transportation—2001-2003 (Summers)

Randy has served as Project Manager and Design Engineer for realignment, extensive utility relocation, and flood protection projects in Fargo.

Randy Engelstad provides drainage and flood control guidance to clients. He is proficient in National Pollutant Discharge Elimination System (NDPES) Phase II permitting, HydroCAD, and Civil 3D.

- **Drain 27 (Oak Creek and Copperfield Court) Permanent Flood Protection, Fargo, ND.** As Design Engineer, worked on planning and development of construction plans and specifications. Project involves constructing a permanent flood control levee system for the Oak Creek and Copperfield Court areas while incorporating the Timberline and Meadow Creek area levees. Project also included improvements to County Drain 27.
- **Coulees Crossing/Oak Creek Flood Risk Management, Fargo, ND.** Served as Project Manager and Design Engineer for the planning and development of construction plans and specifications as well as the construction of the project. Project involves constructing a permanent flood control levee system for the Coulees Crossing areas while incorporating the Meadow Creek area levee. Project also included improvements to County Drain 27.
- **Comprehensive Review of Potential Flood Mitigation Options, Fargo, ND.** Served as Design Engineer for studying potential flood mitigation projects for the City of Fargo in preparation for when the revised FEMA 100-year floodplain goes into effect. The study involved coordinating geotechnical studies, identifying structures that would be impacted by the floodplain revisions, reviewing the City's as-built plans, and assigning costs to construct different reaches to remove areas of the City from the proposed floodplain.
- **4th Street and Wastewater Stabilization Ponds Levee Certifications, Fargo, ND.** Project Manager for the design and construction of a levee, floodwalls, public utility modifications, private utility relocations, road vertical alignment and paving revisions, and lift station and gate well structures for the FEMA accreditation of the 4th Street Levee for the City of Fargo.
- **Fargo-Moorhead (F-M) Flood Risk Management In-Town Levee Project, Fargo, ND.** Project Manager for the design and construction of several downtown Fargo levees and floodwalls, which included utility relocations, extensive City infrastructure relocation, new road alignments, and lift stations for the F-M Diversion project. Duties included preliminary layouts; estimates; coordinating efforts of consultants, small utility owners, and HEI staff; construction administration; and report preparation.
- **Harwood Quiet Zone, City of Harwood, ND.** Design Engineer and Project Manager for the construction of features required by BNSF Railway to institute a quiet zone. Project involved constructing concrete medians, regrading ditches, expanding lane widths, and the resigning and striping of the project area.

GREG THOMPSON, PE, CFM

H&H – Surface Water Lead



Education
BS in Civil Engineering, North Dakota State University, 2003

Registration
PE North Dakota—5959
PE Minnesota—46532
CFM US-10-05450

Professional Experience
Houston Engineering, Inc.—2003-Present

Greg has managed and conducted numerous storm sewer and floodplain analyses throughout the City of Fargo.

Greg Thompson has conducted and overseen numerous water resource projects for HEI throughout the past 14 years. His project management experience parallels his water resource planning, modeling, and civil design capabilities. Greg has managed both urban and rural stormwater management and design projects and has worked through complex floodplain management issues and flood mitigation efforts. His most recent experience involves supervision of large-scale flood mitigation efforts, city and university storm sewer and lift station analyses, levee certification documentation, and numerous hydrologic and hydraulic studies.

- **45th Street – 23rd Avenue to 52nd Avenue South PCR, Utility Master Plan, and Geometrics, Fargo, ND.** Project Engineer to analyze drainage to the 45th Street SW Corridor between Cass County Drain 27 and 52nd Avenue South. Project included hydrology evaluation and trunkline storm sewer sizing along a rapidly developing Minor Arterial Street.
- **45th Street Business Center Development Over Drain 40, Fargo, ND.** Project Manager and Design Engineer that evaluated the hydraulic effects of an enclosure of Drain 40 near 2nd Avenue South. Project included expanding a SWMM model previously developed by HEI from City of Fargo Project 5313 with culverts replacing existing ditch conveyance and an additional detention pond mitigating lost ditch storage.
- **Storm Sewer Modeling South of Interstate 94 to Southern Incorporated City Limits, Fargo, ND.** Project Manager. Oversaw an internal drainage analysis for the south half of the City of Fargo. The analysis consisted of evaluating the City's storm sewer systems and each of the storm sewer outfalls that discharge to the Red River, Rose Coulee, and Drain 27. The fully functioning InfoSWMM-ArcGIS software integration was utilized to conduct the study which identified both localized rainfall-driven flood prone areas as well as rainfall-driven flooding attributed to the levee systems. Outcomes from this project were focused on producing an interior residual floodplain adjacent to the existing and future levees. The identified interior residual floodplain will support the City's internal drainage requirements for future levee certification.
- **Basin-wide Modeling Approach, Red River Basin in MN, ND, and SD.** The project involved development of a series of tributary hydrologic models to simulate the runoff characteristics from the approximately 18,000-square-mile southern portion of the Red River Basin. This study involved development and application of sophisticated GIS tools in combination with NEXRAD rainfall data, HEC-HMS, and HEC-RAS. Because of his role in developing the Red River unsteady HEC-RAS model, Greg provided oversight throughout the HEC-HMS to HEC-RAS processing. The project provided the clients with consistent methods and models to simulate project benefits or impacts within the 18,000-square-mile basin.
- **Cass County Drain 40 Hydraulic Analysis, Project No. 5313, Fargo, ND.** As Project Engineer, developed an elaborate hydrologic and hydraulic model using a SWMM program for the City of Fargo to assist in identifying and solving flooding issues throughout 5.5 square miles of the City. Detailed Rational Method hydrographs were created and dynamically conveyed in existing storm sewers and ditches, accounting for backwater, timing of peaks, and detention storage. Numerous alternatives were identified and evaluated for effectiveness prior to selecting recommended solutions.

GABE BLADOW, PE

H&H – Storm Sewer Lead



Education
BS in Civil Engineering, North Dakota State University, 2006

Registration
PE North Dakota—6862

Professional Experience
Houston Engineering, Inc.—2009-Present
RLK, Inc.—2006-2009

Organizations
Fargo-Moorhead Engineers

Gabe provides invaluable urban stormwater analysis experience and expertise with various modeling platforms and methodology.

Gabe Bladow has extensive experience in H&H modeling, specifically urban stormwater modeling using SWMM and large watershed modeling using HEC-HMS. Gabe has developed citywide SWMM models for Fargo, North Dakota and Moorhead, Minnesota in conjunction with the USACE's F-M Metro Feasibility Study. These models were used to analyze impacts to existing stormwater infrastructure associated with the construction of levee systems along the Red River. Gabe's ability to construct SWMM models directly from existing GIS data, as well as performing terrain analysis and Digital Elevation Models (DEM) hydroconditioning to aid in the watershed hydrology processing, will play an important role for this project.

- **25th Street South Bridge Widening Improvements, Fargo, ND.** Performed hydraulic design of storm sewers and analyzed implications of the improvements on the existing underpass lift station capacity. Project improvements included the widening of the 25th Street south bridge over I-94. The bridge was widened approximately 70 feet between the east and west sides, allowing two additional lanes of traffic (now six total) and a new pedestrian path. The project included the installation of a new slip ramp for which incorporated a modular block retaining wall over 25 feet in height. Decorative for liners were also added to increase the aesthetic curb appeal of the structure. Additionally, approximately one mile of road is scheduled to be reconstructed for approximately $13 million. Options include a new southeast ramp, a double left westbound to southbound ramp modification, and new dedicate ramp lanes on the bridge.
- **F-M Metro Basinwide Modeling Approach, Hydrologic Modeling.** As Project Engineer, developed hydrologic models (HEC-HMS) for various Red River tributary watersheds upstream of the Red River at Halstad, MN. Tasks included hydro-correction of DEM/terrain pre-processing, HMS model creation, and evaluation of baseline parameters for stream/subcatchment analysis. Also calibrated the newly created HMS models to match historic flood events.
- **F-M Metro Flood Management Project, Feasibility Study – Stormwater System Modeling, Fargo, ND, and Moorhead, MN.** As Project Engineer, developed SWMM models for the cities of Fargo and Moorhead in conjunction with the US Army Corps of Engineers' F-M Metro Feasibility Study. The models were used to analyze what effect the construction of a dike and levee system along the Red River would have on existing stormwater infrastructure. Models included all storm sewers of 24 inches and larger as well as all retention/detention facilities and lift stations in the cities of Fargo and Moorhead. Used LiDAR topography and GIS applications to analyze the existing hydrology for different land uses. InfoSWMM modeling software was used to build the SWMM models due to its compatibility with GIS data supplied by the cities of Fargo and Moorhead. Also analyzed SWMM output data.
- **2nd Street/Downtown Flood Control Project, Fargo, ND.** Project Engineer for the stormwater hydraulic design of the 2nd Street/Downtown Flood Control Project being implemented as part of the F-M Diversion. Used existing InfoSWMM models of the 2nd Street and Cass County Drain 3/10 storm system to analyze internal drainage impacts resulting from the proposed 2nd Street floodwall. Tasks included evaluating synthetic events of varying frequency and duration as well as several historic coincident peak events in order to design a proposed gravity outlet and lift station with capacity to reduce or eliminate FEMA residual floodplain created by the proposed line of protection (floodwall).

DONNA JACOB, PHD, CWD, PWS

Environmental Lead



Education
PhD in Botany, University College Dublin, 2004
MSc in Botany, University College Dublin, 1998
BS in Environmental Biology, Beloit College, 1991

Registration
CWD Minnesota—1267
PWS 2672

Professional Experience
Houston Engineering, Inc.—2014-Present
North Dakota State University—2006-Present
University College Dublin—1997-2006
University of Missouri—1995-1997
Smithsonian Institution—1991

Donna regularly provides environmental and wetland services for North Dakota municipalities, moving projects forward smoothly.

Donna Jacob is an Environmental Scientist at HEI with 24 years of experience in the areas of wetland ecology, wetland permitting and delineation, and biological monitoring. She has completed wetland delineations and environmental assessments in North Dakota and Minnesota and has prepared a variety of reports and permit applications.

- **Bismarck Bridge, Bismarck, ND.** Lead Author of the US Coast Guard Environmental Document as required by NEPA. Also prepared wetland delineation report.
- **ADM Edible Bean Specialties, Saint Thomas, ND.** Performed Phase I Environmental Site Assessment (ESA). Prepared records review, site reconnaissance, interviews, and final ESA report.
- **Missouri River Day Use State Park, Burleigh County, ND.** Performed Phase I ESA for the planning efforts in the creation of a new day park south of Bismarck along the Missouri River. HEI is providing civil engineering, environmental, surveying, and planning services to the North Dakota Parks and Recreation Department.
- **NDDOT Wetland Services Contract 2013-2014.** Prepared delineation reports, tree inventories and reports, and monitoring reports for multiple NDDOT projects throughout North Dakota. The 2015 Wetland Services also included wetland mitigation site monitoring of six projects. Environmental resources were delineated to record wetland boundaries, watercourses, trees, and other features. Reports followed strict NDDOT formats and guidance documents. Wetland services projects in 2014 included wetland field delineations and tree inventory reports for the I-94 Lippert Interchange, ND 20 from Webster to the junction of ND 17, I-29 Wild Rice River Crossing NB and SB, ND 32 from RP 101.0 to 101.55, ND 46 from RP 93 to RP 105.7, and ND 20 from Jamestown to the junction with Stutsman CR 9. The 2014 Wetland Services also included wetland mitigation site monitoring of six projects located adjacent to ND 1, ND 13, ND 21, ND 23, and US 83. Environmental resources were delineated using a Trimble GPS unit to log wetland boundaries, watercourses, trees, and other features. Reports were prepared using NDDOT formats and guidance documents.
- **Mouse River Enhanced Flood Protection Plan – Phase 1, North 4th Avenue Northeast, Minot, ND.** Performed fieldwork, including wetland delineations, Ordinary High Water Mark evaluations, tree surveys, and wetland site verification, prepared Wetlands, Waters, and Biological Inventory Report, and prepared various Technical Memoranda for the flood protection as part of the Mouse River Enhanced Flood Protection Plan (MREFPP). HEI's designs consist of both reinforced concrete floodwalls and earthen levee segments. The designs will tie into a larger system of flood protection that, together, will protect the City of Minot from floods even greater than 100-year events.
- **Bridge 19-127-30.0 Improvement, Cass County, MN.** Performed field delineation of wetlands and prepared a Wetland Delineation Report including Other Waters for the Cass County Highway Department.
- **ND 20 from Webster north to the South Junction of ND 17 – SS-3-020(091)115 PCN 18178, Thin Lift Overlay for 9.0 miles, Ramsey County, ND.** Prepared NDDOT Wetland Delineation Report for Highway 20 near Webster.
- **Mouse River Enhanced Flood Protection Plan, CLOMR, Ward County, ND.** Prepared Critical Habitat Inventory Report for USFWS on behalf of Souris River Joint Water Resources Board regarding project work within Minot.

MARK D. AANENSON, CWD

Environmental/Wetland and Permitting Lead



Education
BS in Life Sciences and Biology, Moorhead State University, 1990

Registration
Certified Wetland Delineator, Minnesota—1001

Professional Experience
Houston Engineering, Inc.—1998-Present
Mahnomen Soil and Water Conservation—1991-1998

Mark Aanenson has extensive experience working with municipal organizations across North Dakota. He has served as a project manager and technical lead on several watershed plan updates and a variety of projects involving natural resources issues. His role at HEI as an environmental scientist is to work in the areas of environmental review, wetland permitting and delineation, water quality and biological monitoring programs, and water quality-related documentation such as water quality protection plans.

- **Southside Flood Control Wetland Inventory, Fargo, ND.** Lead Biologist for a project to provide flood protection for southern Fargo and portions of Cass County with a recurrence interval up to 100 years. The project involves a series of flood control channels and levees that would limit overland flows from the Wild Rice River and direct breakouts to the Red River in a manner that would reduce future localized flooding. Subsequently, the construction of this project could cause permanent impacts to wetland areas. The wetland inventory and delineation work was used to quantify impacts for purposes of planning and environmental review.
- **Timberline and Meadow Creek Area Flood Risk Management Project, Fargo, ND.** Environmental Scientist in the field delineation and preparation of permitting documents for a flood control project for the Timberline area of Fargo. The project involved utility relocations, earthen levees, concrete floodwalls, storm sewer improvements, gatewell structures, and other associated features. The project was designed to meet both USACE and FEMA standards. The project resulted in approximately 4,500 feet of permanent flood protection. The permitting tasks also included the preparation of mitigation and monitoring plans.
- **Wetland Mitigation Monitoring, Fargo, ND.** Project Manager and Lead Wetlands Biologist. HEI is currently performing wetland monitoring activities as outlined by the USACE for a wetland replacement site in Fargo. HEI provides a yearly monitoring report characterizing the wetland hydrology and plant communities of the site. HEI also makes recommendations for modifications or corrective actions for each site based on the designed wetland types and existing conditions. Activities involve monitoring water levels during the growing season and the identification of plant species and communities.
- **North Oaks Flood Protection, Fargo, ND.** Environmental Scientist in the creation of 15,950 feet (more than three miles) of permanent flood protection in the North Oaks neighborhood. Mark helped with permitting and vegetation restoration.
- **50th Avenue South Flood Control Project, Moorhead, MN.** Environmental Scientist in the construction of approximately 2.5 miles of flood control levee, the installation of a box culvert, the construction of two flood pumping stations, and the relocation of an existing drainage ditch to provide flood protection for existing and future developments between Tessa Terrace and 60th Avenue South. Mark's role included wetland delineation and permitting.
- **NDDOT Wetland Services Contract 2017-2018.** Lead Environmental Scientist for field wetland delineation work, delineation reports, tree inventories and reports, mitigation site monitoring, preparation of monitoring reports, and the preparation of permitting documents for multiple NDDOT projects throughout North Dakota.

Mark has led and overseen environmental work of teams in the field for years, and he will ensure Metro COG receives accurate data.

C.J. HEIDT, PSC, CPSS, CPSC, PWS

Soil Classification Lead



Education
MS in Soil Science, North Dakota State University, 1977
BS in Soil Science, North Dakota State University, 1972

Registration
Professional Soil Classifier
Soil Scientist
Soil Classifier
Professional Wetland Scientist

Professional Experience
Prairie Soil Consulting, LLC.—2006-Present

C.J. Heidt has over 45 years of experience in soil correlation and classification, high density soil survey for mine-land reclamation and waste disposal sites, septic field evaluations, wetland determinations, and salinity evaluations.

- **Soil Data Quality Specialist.** Responsible for quality assurance of technical soil survey activities for selected MLRAs throughout the Northern Great Plains.
- **Soil Scientist.** Projects include high intensity soil survey for mine-land reclamation and waste disposal sites, septic field evaluations, and wetland determinations.
- **NDDOT Projects.** While partnering with HEI, C.J. has provided soil sampling and analysis services to the NDDOT for numerous projects across the state.

C.J. has been a Professional Soil Classifier registered in North Dakota since 1976.

JOHN G. MORRISON

Cultural Resources Lead



Education
MA in Anthropology, Washington State University, 1996
BA in Anthropology, Hartwick College, 1989

Professional Experience
Juniper, LLC—2009-Present
Kadrmas, Lee, & Jackson, Inc.—2009
Earthworks, Inc.—2004-2008

John G. Morrison will lead all cultural resource tasks for this project. With more than 20 years of experience, John brings an array of knowledge to any project. He currently leads the interdisciplinary environmental program and manages staff, including environmental scientists, archaeologists, biologists, botanists, paleontologists, historians, planners, and support staff at Juniper. John supervises and provides technical assistance to staff and ensures project quality is held to a high standard.

- **Director of Archaeological Programs, Earthworks, Inc.** Responsible for all aspects of the archaeological program, including survey, testing, and mitigative excavation projects along with supervising field and laboratory personnel.
- **National Environmental Policy Act (NEPA) Instructional Class.** Enrolled and completed a four-day intensive class covering the law, case studies as well as creating a mock document.
- **Section 106 Instructional Class.** Enrolled and completed a five-day intensive class going over the law and case studies as well as intensive classroom discussion.
- **Archaeological Resource Protection Act (ARPA) Certification Training.** Enrolled and completed this program designed to assist law enforcement in the analysis and prosecution of criminals destroying archaeological sites on Federal and Native American lands.

John will provide technical assistance to staff to ensure project quality is held to a high standard.

WILLIAM R. OLSON, PE

Geotechnical Lead

Education
BS in Civil Engineering,
University of North Dakota, 2000

Registration
PE ND—5549
PE MN—46391

Professional Experience
Terracon Consultants, Inc—
2010-Present

Midwest Testing Laboratory—
1997-2010

Mr Olson is a geotechnical engineer in the Grand Forks, North Dakota office of Terracon Consultants, Inc He has over ten years of engineering experience performing geotechnical field and laboratory investigations and geotechnical analyses on a variety of facilities including towers, buildings, housing projects, and pavement projects

- **Red River Thompson Bridge – Thompson, ND – 2007-2008.** Bill worked as the Geotechnical Engineer for the field evaluation of a replacement bridge over the Red River A geotechnical engineering report was completed, which included deep foundation recommendations, slope stability analyses with recommended slope configurations, and construction recommendations based on subsurface soil conditions in the Red River Valley
- **Red River Bridge 5767 – Polk County, MN and Traill County, ND – 2016.** Bill served as the Project Manager and Senior Geotechnical Engineer for the replacement bridge over the Red River The project was made a priority due to the closure of the bridge being detrimental to local farmers Bill supervised the geotechnical investigation, analysis, and reporting which includes deep foundation recommendations, slope stability analyses with recommended slope configurations, earthwork and construction recommendations based on the subsurface soil and groundwater conditions in the Red River Valley

Bill will lead all geotechnical efforts related to the project.

Subconsultants

HEI will be teaming with four subconsultants to complete the project tasks

WSB & ASSOCIATES, INC.—TRAFFIC ENGINEERING AND LANDSCAPE DESIGN

Project Tasks
- Traffic Study
- Noise Analysis

Percent of Work to be Performed
WSB will perform 28% of the project work

Assigned Personnel
Tony Heppelmann, Andrew Plowman, and Sudheer Dhulipala will perform traffic engineering services

JUNIPER, LLC (DBE)—CULTURAL RESOURCES

Juniper is a certified DBE through the NDDOT for Environmental, Other - Archaeological, historic, and cultural preservation research and development services.

Project Tasks
- Cultural Resources

Percent of Work to be Performed
Juniper will perform 4% of the project work

Assigned Personnel
John Morrison will perform all cultural resources

PRAIRIE SOIL CONSULTING, LLC—SOIL CLASSIFICATION

Project Tasks
- Soil Classification

Percent of Work to be Performed
Prairie Soil will perform 3% of the project work

Assigned Personnel
C J Heidt will perform soil classifications

TERRACON CONSULTANTS, INC.—GEOTECHNICAL

Project Tasks
- Geotechnical

Percent of Work to be Performed
Terracon will perform 2% of the project work

Assigned Personnel
William Olson will perform all geotechnical work

Workload

We make it a priority to only pursue projects that we can support with ample capacity and resources We are staffed to provide quality deliverables on the schedule identified on page 11 The below table breaks down the anticipated hours for each member identified in our project team

Team Member Hours			
Team Member	Firm	Project Role	Hours
Project Management			
Jeremy McLaughlin	HEI	Project Manager/Public Involvement Lead	80
Jeff Lansink	HEI	HEI Lead	110
Tony Heppelmann	WSB	WSB Lead/Traffic Forecasting and Traffic Operations Lead	55
Traffic Engineering			
Sudheer Dhulipala	WSB	Traffic Forecasting and Traffic Operations	20
Infrastructure Layout			
Adam Ruud	HEI	Roadway Geometrics Lead	160
Cole Wagner	HEI	Structural Design Lead	40
William R Olson	Terracon	Geotechnical Lead	20
Andrew Plowman	WSB	Roundabout Evaluation Lead	20
Erik Nelson	HEI	GIS Lead	8
Utilities and Water Resources			
Randy Engelstad	HEI	Public Utilities and Flood Control Lead	20
Greg Thompson	HEI	Hydrology and Hydraulics – Surface Water Lead	20
Gabe Bladow	HEI	Hydrology and Hydraulics – Storm Sewer Lead	40
Environmental Resources			
Donna Jacob	HEI	Environmental Lead	60
Mark D Aanenson	HEI	Environmental/Wetland and Permitting Lead	20
John G Morrison	Juniper	Cultural Resources Lead	20
C J Heidt	Prairie Soils	Soil Classification Lead	12

References

HEI and WSB have worked with various cities to meet their project needs. We urge you to contact our references to discuss similar projects we've completed for them.

1 Jeremy Gorden, PE, Division Engineer
City of Fargo
200 3rd Street North
Fargo, ND 58102
701.241.1529
jgorden@cityoffargo.com

HEI Reference Projects:
- 25th Street South Roadway Reconstruction, see page 12
- 45th Street Widening, see page 12
- 40th Avenue South Bridge, see page 13



2 Steve Salwei
North Dakota Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505
701.328.3689
ssalwei@nd.gov

HEI Reference Project:
- Reconstruction of Main Avenue, see page 14



3 Nate Stanley
City of Hopkins
1010 1st Street South
Hopkins, MN. 55343
952.548.6356
nstanley@hopkinsmn.com

WSB Reference Project:
- Blake Road Corridor Study, see page 16



4 Jeff Oliver
City of Golden Valley
7800 Golden Valley Road,
Golden Valley, MN 55427
763.593.8030
joliver@goldenvalleymn.gov

WSB Reference Project:
- Douglas Drive Reconstruction, see page 18



(18)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Block 9 Parking/Sidewalk Impacts during Construction

Location: Block 9 – Broadway to 5th Street, 2nd to 3rd Avenues N

Date of Hearing: 6/26/2017

Routing	Date
City Commission	8/14/2017
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, on the Block 9 construction plan and how it will affect the sidewalks and parking on that block. Keith Leier, a construction manager with the Kilbourne Group, discussed the plan to the Traffic Technical Advisory Committee (TTAC) on June 20. The highlights are as follows:

- The project is slated to begin soon, and the project will begin affecting the on-street parking and sidewalks when it begins.
- Phase 1 will involve removing the parking around the perimeter of Block 9 minus the half block on 2nd Ave N adjacent to the US Bank building. It will also close the sidewalk on the west side of 5th St and the south side of 3rd Ave N. This first phase will conclude once the parking garage is completed, which is expected to be completed 11 months after construction begins.
- When the project moves to Phase 2, the on-street parking and sidewalk will be regained on 5th St, and perhaps the parking on the eastern half block of 3rd Ave N on the south side. Phase 2 will involve the tower construction and the shell is expected to be completed in the spring of 2019.
- Once the shell of the tower is completed, some Broadway parking may be re-established on the north half of the 200 block of Broadway.
- The final phase, Phase 3, will involve the plaza area and that is expected to be completed the fall of 2019.
- The sidewalk on the east side of Broadway and on the north side of 2nd Ave N will be open at all times during all phases unless they need to close it for short term deliveries or construction activity in the immediate area.

The Recommended Action from TTAC was "TTAC recommends to PWPEC to continue having staff work with the Kilbourne Group to develop a plan for the temporary construction and parking impacts associated with the Block 9 construction project, and to put the finishing touches on the Developer's Agreement."

There was discussion on the matter amongst the PWPEC members and it was asked if the entire plaza was needed for staging and Keith stated that is was as there will be plenty of construction vehicles working on the project and that that area is set to be the laydown area for all materials as well.

From the discussion on the topic, it was the consensus of the members that the plan looks good and the biggest thing will be communicating regularly with the public and businesses on how construction is proceeding and how things will be changing through construction. Keith said they have a public relations person with Kilbourne that will be heading up the communications plan for the project. It was also stated that our own Fargostreets.com page have a link to the information regarding the Block 9 construction impacts.

On a motion by Michael Redlinger, seconded by Jim Gilmour, the Committee voted to recommend approval of the TTAC suggested motion and to move this to the City Commission for final approval.

RECOMMENDED MOTION
Concur with the findings of PWPEC and approve the Traffic Technical Advisory Committee's recommendation to continue having staff work with the Kilbourne Group to develop a plan for the temporary construction and parking impacts associated with the Block 9 construction project, and to put the finishing touches on the Developer's Agreement.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: N/A

	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	Present	Yes	No	Unanimous ☑	
Tim Mahoney, Mayor	☑	☑	☐		
Jim Gilmour, Director of Planning	☑	☑	☐		
Steve Dirksen, Fire Chief	☑	☑	☐		
Mark Bittner, Director of Engineering	☑	☑	☐		
Bruce Grubb, City Administrator	☑	☑	☐		Mike Redlinger
Ben Dow, Director of Operations	☑	☑	☐		
Steve Sprague, City Auditor	☑	☑	☐		
City Engineer	☑	☑	☐		Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐		

ATTEST:

Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

Attachments

CITY OF Fargo

Item 4

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

Memo

June 21, 2017

To: Members of PWPEC

From: Jeremy Gorden, P.E., PTOE
Division Engineer - Transportation

Subject: Recommendation from Traffic Technical Advisory Committee regarding Block 9 Construction Impacts to Street Right-of-Way

The Traffic Technical Advisory Committee (TTAC) met yesterday and the main topic was learning about the Block 9 project from Keith Leier with the Kilbourne Group and discussing the impact that it will have on City right-of-way. This meeting was scheduled as a public input meeting to gather feedback from area property owners and tenants in the area near the Block 9 project. Kristy Schmidt sent out a memo, drawings, and a comment form to the area and received 1 message in return, and no one from the public attended the TTAC meeting.

We heard that the project is slated to begin soon, and the project will begin affecting the on-street parking and sidewalks when it begins. The first phase will involve removing the parking around the perimeter of Block 9 minus the half block on 2nd Ave N adjacent to the US Bank building. It will also close the sidewalk on the west side of 5th St and the south side of 3rd Ave N. This first phase will conclude once the parking garage is completed, which is expected to be completed in spring of 2018. Once construction moves to Phase 2, on-street parking and sidewalk will be regained on 5th St, and perhaps the parking on the eastern half block of 3rd Ave N on the south side. Phase 2 will involve the tower construction and the shell is expected to be completed in the spring of 2019. Once the shell of the tower is completed, some Broadway parking may be re-established on the north half of the 200 block of Broadway. The final phase will involve the plaza area and that is expected to be completed the fall of 2019. The sidewalk on the east side of Broadway and on the north side of 2nd Ave N will be open at all times unless they need to close temporarily for deliveries or short term construction activity.

After Keith was finished with his presentation, the Committee discussed the project in detail and the following comments highlight the discussion:

- There is a need to have a good communication plan with the public and business owners. Between the Kilbourne Group, the Downtown Community Partnership and the City of Fargo, there needs to be quite a bit of public relations work on this project during all phases of work.

- It was suggested that once the garage is completed in 2018, the public should be allowed to park in it at some times of the day, perhaps after 5pm and on weekends.

- The security of the site was discussed and it was recommended to have the area well lit at night.

- It was commented on that the construction plan, staging and sequencing was well thought out and seemed like it is an acceptable way to proceed with this large scale building project in the heart of downtown.

I've attached the memo and drawings that Kristy sent out.

At the end of the meeting the motion was made by April Walker, seconded by Ben Dow, and it was as follows:

"The Traffic Technical Advisory Committee recommends to continue having staff work with the Kilbourne Group to develop a plan for the temporary construction and parking impacts associated with the Block 9 construction project, to put the finishing touches on the Developer's Agreement."

All members were present and the motion was approved unanimously.

Members present were:
Dave Piepkorn, City Commissioner
April Walker, Engineering
Ben Dow, Public Works
Jeremy Gorden, Traffic Engineering
Ryan Erickson, Fire
Ross Renner, Police
Nicole Crutchfield, Planning

Recommended Action:

"The Traffic Technical Advisory Committee recommends to PWPEC to continue having staff work with the Kilbourne Group to develop a plan for the temporary construction and parking impacts associated with the Block 9 construction project, to put the finishing touches on the Developer's Agreement."

JMG/jmg
Attachments

THE CITY OF Fargo FAR MORE

Memorandum

To: Jeremy Gordon, Traffic Engineer and Members of TTAC

From: Kristy Schmidt, Project Engineer KLS

Date: June 19, 2017

Re: Block 9 construction and parking impacts

Staff typically approves minor temporary parking impacts during the site plan review approvals. Due to the magnitude of this construction, Staff is developing an approach for impacts associated with large projects for site plan approvals.

The following is a synopsis of the request from the Developer which will impact the City ROW and parking during construction of Block 9 for three years:

Phase 1 (July 2017 - Early 2018)
- Broadway - 17 stalls eliminated
- 2nd Avenue – 8 stalls eliminated
- 3rd Avenue - 17 stalls eliminated
- 5th Street – 5 stalls eliminated

Phase 2 (Early 2018 – Fall 2018)
- Broadway - 17 stalls eliminated
- 2nd Avenue – 8 stalls eliminated
- 3rd Avenue - 17 stalls eliminated

Phase 3 (Fall 2018 – Summer 2019)
- Broadway - 6 stalls eliminated
- 2nd Avenue – 8 stalls eliminated

The pedestrian access restriction for the duration of construction will be on the south side of 3rd Avenue from Broadway to 5th Street.

There will be periodical closures of 3rd Avenue N between Broadway and 5th Street. These closures will not exceed two weeks and will provide pedestrian access on the north side.

We have sent out a notification to surrounding businesses impacted by parking reductions so that they are able to attend and/or provide feedback. These impacts to parking will have an open discussion at TTAC with comments from this group and the surrounding business area feedback. These comments will be included as an agenda item on the next PWPEC scheduled for June 26 at 3:00. Their recommendation will be forwarded to Commission on July 3 for final approval.

These recommendations will be incorporated into the Developer's Agreement as part of the site plan approval.

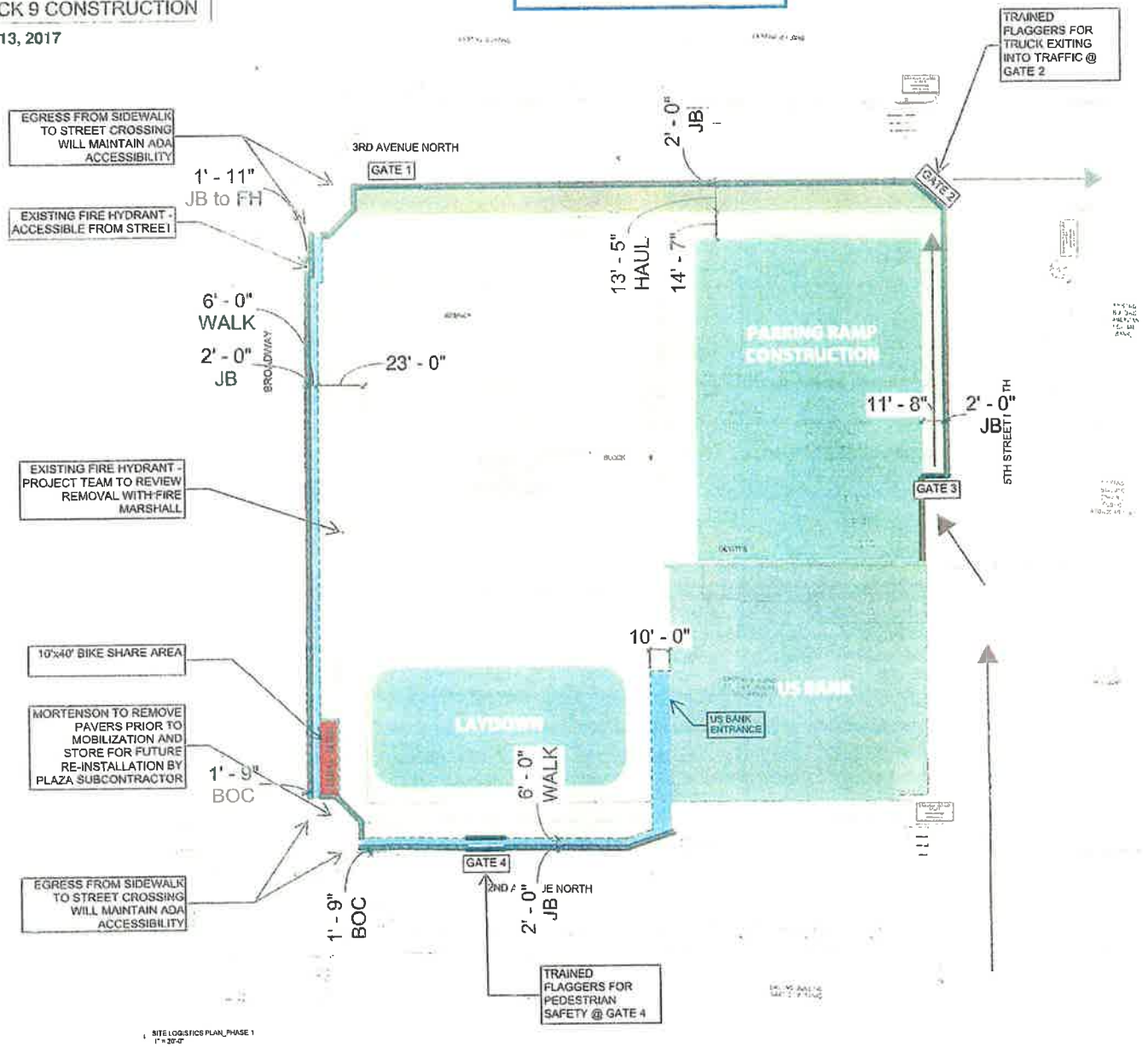
Attachment
KLS/jmg

C: April Walker, City of Fargo
Jason Baker, City of Fargo
Keith Leier, kcm

PHASE 1:
INITIAL MOBILIZATION FOR BLOCK 9 CONSTRUCTION

April 13, 2017

Estimated Duration
July 10, 2017 - April 6, 2018



SITE LOGISTICS PLAN_PHASE 1
1" = 20'-0"

SITE KEY:

- HAUL ROAD
- EXISTING BUILDING
- NEW CONSTRUCTION
- CONSTRUCTION SITE
- 4' WIDE PEDESTRIAN WALKWAY
- JERSEY BARRIER
- SITE FENCE
- PEDESTRIAN REROUTE
- TRUCK ROUTING

General Notes :

1 : All existing stormwater inlets will be protected with dandy bags as a part of the SWPPP plan for the project. These dandy bags will slow the water infiltration rate at all inlets within and directly adjacent to the project site. It will be Mortenson's responsibility to monitor the bags and clean/replace as required.

2 : All of the existing pole lights within the project site will be removed. Mortenson and City of Fargo to review and coordination responsibility for removal, storage and re installation following construction. Mortenson will provide temporary lighting at public sidewalks for the duration of construction.

3 : Mortenson will be responsible for snow removal at pedestrian paths along Broadway and 2nd Avenue.

4 : During initial mobilization, Mortenson will salvage all pavers at the corners of Broadway and 2nd and Broadway and 3rd and turn over to the City of Fargo for their use/storage.

5 : Mortenson will be responsible for the control and clean up of the garbage within the site pedestrian walks created by the project.

6 : Mortenson to remove existing light fixtures from the project site and turn over to City of Fargo for storage for duration of the project.

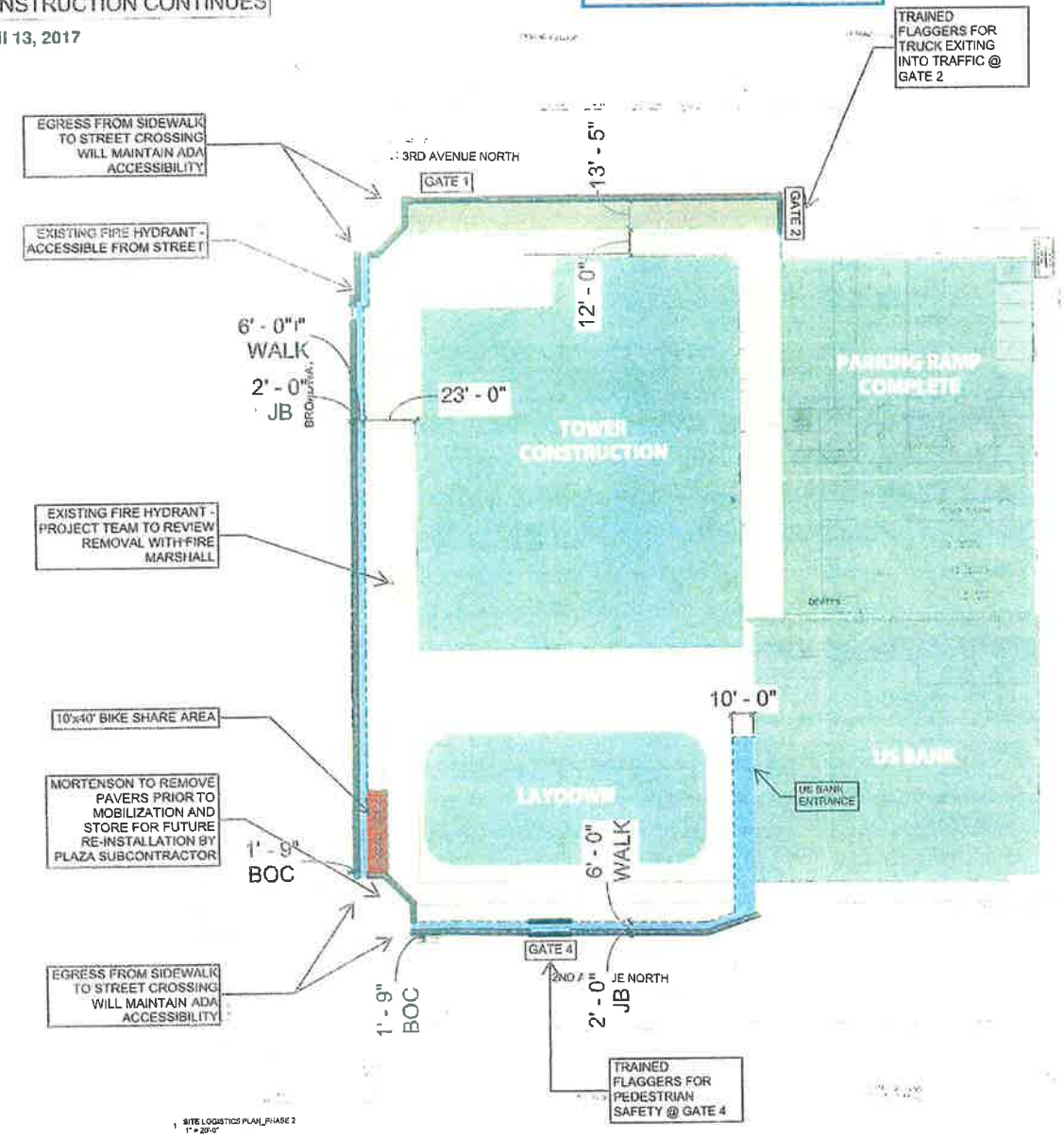
7 : Mortenson will provide temporary site lighting to lite sidewalks and street as a part of the project scope of work.

Mortenson construction

PHASE 2:
RAMP COMPLETE & TOWER CONSTRUCTION CONTINUES

April 13, 2017

Estimated Duration
April 6, 2018 - Feb 22, 2019



1 SITE LOGISTICS PLAN_PHASE 2
1" = 20'-0"

SITE KEY:

- HAUL ROAD
- EXISTING BUILDING
- NEW CONSTRUCTION
- CONSTRUCTION SITE
- 4' WIDE PEDESTRIAN WALKWAY
- JERSEY BARRIER
- SITE FENCE
- PEDESTRIAN REROUTE
- TRUCK ROUTING

General Notes :

1 : All existing stormwater inlets will be protected with dandy bags as a part of the SWPPP plan for the project. These dandy bags will slow the water infiltration rate at all inlets within and directly adjacent to the project site. It will be Mortenson's responsibility to monitor the bags and clean/replace as required.

2 : All of the existing pole lights within the project site will be removed. Mortenson and City of Fargo to review and coordination responsibility for removal, storage and re installation following construction. Mortenson will provide temporary lighting at public sidewalks for the duration of construction.

3 : Mortenson will be responsible for snow removal at pedestrian paths along Broadway and 2nd Avenue.

4 : During initial mobilization, Mortenson will salvage all pavers at the corners of Broadway and 2nd and Broadway and 3rd and turn over to the City of Fargo for their use/storage.

5 : Mortenson will be responsible for the control and clean up of the garbage within the site pedestrian walks created by the project.

6 : Mortenson to remove existing light fixtures from the project site and turn over to City of Fargo for storage for duration of the project.

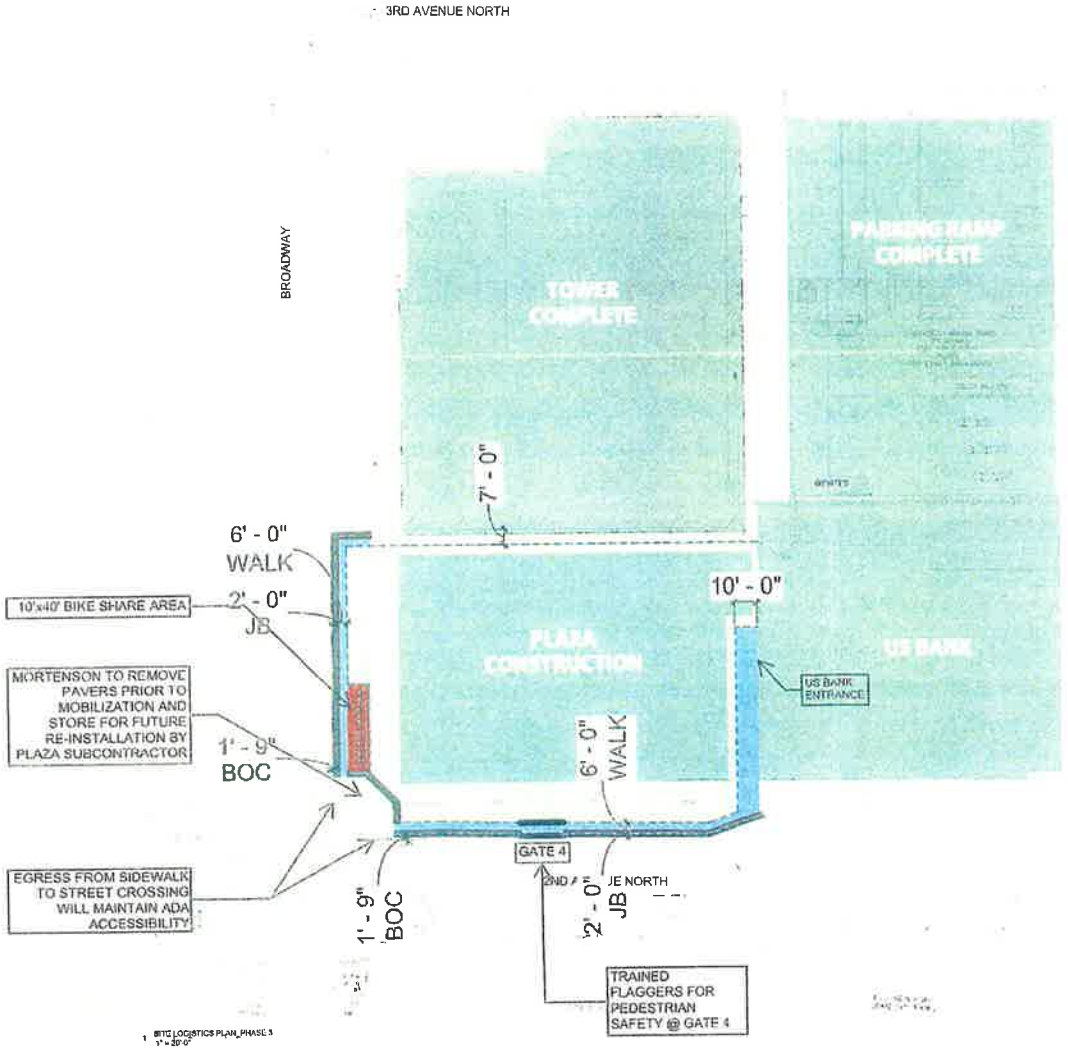
7 : Mortenson will provide temporary site lighting to lite sidewalks and street as a part of the project scope of work.

Mortenson
construction

PHASE 3:
RAMP & TOWER COMPLETE -
BEGIN PLAZA CONSTRUCTION

April 13, 2017

Estimated Duration
Feb 22, 2019 - TBD
(Work will be done by others)



1 SITE LOGISTICS PLAN_PHASE 3
1" = 20'-0"

SITE KEY:

- HAUL ROAD
- EXISTING BUILDING
- NEW CONSTRUCTION
- CONSTRUCTION SITE
- 4' WIDE PEDESTRIAN WALKWAY
- JERSEY BARRIER
- SITE FENCE
- PEDESTRIAN REROUTE
- TRUCK ROUTING

General Notes :

1 : All existing stormwater inlets will be protected with dandy bags as a part of the SWPPP plan for the project. These dandy bags will slow the water infiltration rate at all inlets within and directly adjacent to the project site. It will be Mortenson's responsibility to monitor the bags and clean/replace as required.

2 : All of the existing pole lights within the project site will be removed Mortenson and City of Fargo to review and coordination responsibility for removal, storage and re installation following construction. Mortenson will provide temporary lighting at public sidewalks for the duration of construction.

3 : Plaza contractor will be responsible for snow removal at pedestrian paths along Broadway and 2nd Avenue.

4 : During initial mobilization, Mortenson will salvage all pavers at the corners of Broadway and 2nd and Broadway and 3rd and turn over to the City of Fargo for their use/storage.

5 : Plaza contractor will be responsible for the control and clean up of the garbage within the site pedestrian walks created by the project.

6 : Mortenson to remove existing light fixtures from the project site and turn over to City of Fargo for storage for duration of the project.

7 : Plaza contractor will provide temporary site lighting to lite sidewalks and street as a part of the project scope of work.

Mortenson
construction

CITY OF Fargo

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PLANNING AND DEVELOPMENT
200 Third Street North
Fargo, North Dakota 58102
Phone: (701) 241-1474
Fax: (701) 241-1526
E-Mail: planning@cityoffargo.com
www.cityoffargo.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING ADMINISTRATOR

DATE: AUGUST 10, 2017

SUBJECT: REQUEST FOR APPROVAL OF A CHANGE ORDER WITH EARTHWORK SERVICES FOR THE FARGO PROJECT.

In October 2016, and with prior grant approvals, the City Commission approved the contract with Earthwork Services, Inc. for the water features, a portion of The Fargo Project, which includes work for demolition, excavating, reconstruction, earthwork, and plantings.

Attached please find a memo from our project manager, AE2S that details the change order request, which is a final balancing change order that reconciles the estimated quantities use in the contract with the final quantities measured in the field.

The revenue for this work was allocated and approved in the 2015 budget, and through the North Dakota Outdoor Heritage Funds and the Kresge Foundation, both awarded in fall 2015. The increase of $4,560.00 will increase the contract amount to $205,955.84.

Suggested Motion:
To approve the change order for Earthwork Services, Inc. to amend the contract by $4,560.00.

Printed on Recycled paper.

www.ae2s.com

August 10, 2017

Nicole Crutchfield
Planning Administrator - Department of Planning & Development
City of Fargo
200 North 3rd St.
Fargo, ND 58102

Re: The Fargo Project – Final Balancing Change Order
Contract – Water Feature Construction

Dear Ms. Crutchfield:

Enclosed please find final Change Order No. 3 for the above referenced project for your review and approval. This Change Order pertains to the following change to the project:

- **Contract Price Increase**:
  - Increase Contract Price by $4,560.00 to $205,955.84.
  - Change Order #3 is a final balancing change order that reconciles the estimated quantities used in the contract with the final quantities as measured in the field. Additional rock was used in the field for the water features.

Upon the City of Fargo's acceptance of Change Order No. 3, please sign and date. Return a scanned copy of the formal change order form containing all signatures to AE2S. AE2S will forward the signed copy to the contractor and will retain a copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

Justin Klabo, PE - Project Manager

Attachments

Change Order

No. 3

Date of Issuance: August 7, 2017 Effective Date: August 14, 2017

Project: The Fargo Project-Water Features	Owner: City of Fargo	Owner's Contract No.:
Contract: Water Feature Construction		Date of Contract: 9/26/16
Contractor: Earthwork Services		Engineer's Project No.: 00803-2013-059

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Additional rock was placed on site per the unit bid price established in the Contract. This change order is the final leveling change order for the project that reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Attachments: None

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 196,442

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2:

$ 4,953.84

Contract Price prior to this Change Order:

$ 200,395.84

[Increase] [~~Decrease~~] of this Change Order:

$ 4,560.00

Contract Price incorporating this Change Order:

$ 205,955.84

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): February 20, 2017

Ready for final payment (days or date): June 28, 2017

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 1:

Substantial completion (days): 61 days

Ready for final payment (days): 0 days

Contract Times prior to this Change Order:

Substantial completion (days or date): February 20, 2017

Ready for final payment (days or date): June 28, 2017

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (days): 128

Ready for final payment (days): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): June 28, 2017

Ready for final payment (days or date): June 28, 2017

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 8/10/17	Date:	Date: 8/10/17

Approved by Funding Agency (if applicable): _____ Date: _____

Contractor's Application For Payment No. 3

		Application Period:	August 2017	Application Date:	August 8, 2017
To (Owner):	City of Fargo	From (Contractor):	Earthwork Services Inc	Via (Engineer):	AE2S
Project:	Fargo Project Water Features	Contract:	Earthwork		
Owner's Contract No.:		Contractor's Project No.:		Engineer's Project No.:	1436

Application for Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
Change Order No. 1	$ -	
Change Order No. 2	$ 4,953.84	
Change Order No. 3	$ 4,560.00	
TOTALS	$ 9,513.84	$ -
NET CHANGE BY CHANGE ORDERS	$ 9,513.84	

1.	ORIGINAL CONTRACT PRICE	$ 196,442.00
2.	Net change by Change Orders	$ 9,513.84
3.	CURRENT CONTRACT PRICE (Line 1 ± 2)	$ 205,955.84
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$ 205,955.84
5.	RETAINAGE:	
a.	10% x $40,932.00 Work Completed, with Max of $10,297.79	$ -
b.	10% x $0.00 Stored Material	$ -
c.	Total Retainage (Line 5a + Line 5b)	$ -
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$ 205,955.84
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$ 148,521.46
8.	AMOUNT DUE THIS APPLICATION	$ 57,434.38
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$ -

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [signature] Date: 8-8-17

Payment of: $ $57,434.38
(Line 8 or other - attach explanation of other amount)

is recommended by: [signature] (Engineer) 8/10/17 (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

Progress Estimate Contractor's Application

For (contract)	Earthwork				Application Number	3							
Application Period	August 2017				Application Date	August 8, 2017							
A		B	C	D	E	F	G	H	I	J	K	L	
Item					Previous Application		Current Application		To Date				
Specification Section No	Description	Unit	Quantity	Unit Price ($)	Quantity	Amount	Quantity	Amount	Quantity	Amount	Percentage Complete (%)	Balance to Finish	
1	Mobilization		1.00	$ 15,000.00	0.80	$ 12,000.00	0.20	$3,000.00	1.00	$15,000.00	100.00%	$	-
2	Traffic Control		1.00	$ 2,500.00	0.65	$ 1,625.00	0.35	$875.00	1.00	$2,500.00	100.00%	$	-
3	Common Excavation		1.00	$ 17,500.00	0.85	$ 14,875.00	0.15	$2,625.00	1.00	$17,500.00	100.00%	$	-
4	Concrete Removal		835.00	$ 15.00	835.00	$ 12,525.00	0.00	$0.00	835.00	$12,525.00	100.00%	$	-
5	Remove Existing Haul Road		1.00	$ 2,500.00	1.00	$ 2,500.00	0.00	$0.00	1.00	$2,500.00	100.00%	$	-
6	Remove Existing 72" RCP Flared End		1.00	$ 3,500.00	1.00	$ 3,500.00	0.00	$0.00	1.00	$3,500.00	100.00%	$	-
7	Salvage and Reinstall Existing Rock Pen Agg. Material		49.00	$ 20.00	49.00	$ 980.00	0.00	$0.00	49.00	$980.00	100.00%	$	-
8	Topsoil Stripping & Salvaging		540.00	$ 5.00	351.00	$ 1,755.00	189.00	$945.00	540.00	$2,700.00	100.00%	$	-
9	Install Salvaged Topsoil		540.00	$ 5.00	0.00	$ -	540.00	$2,700.00	540.00	$2,700.00	100.00%	$	-
10	EPDM Liner		3,090.00	$ 3.00	3,090.00	$ 9,270.00	0.00	$0.00	3,090.00	$9,270.00	100.00%	$	-
11	NDDOT Type RR Fabric		1,425.00	$ 3.00	1,425.00	$ 4,275.00	0.00	$0.00	1,425.00	$4,275.00	100.00%	$	-
12	Sand		48.00	$ 30.00	48.00	$ 1,440.00	0.00	$0.00	48.00	$1,440.00	100.00%	$	-
13	Aggregate Road Base		70.00	$ 50.00	70.00	$ 3,500.00	0.00	$0.00	70.00	$3,500.00	100.00%	$	-
14	Riprap Mix A		165.00	$ 100.00	165.00	$ 16,500.00	11.00	-$100.00	165.00	$16,400.00	100.00%	$	-
15	Riprap Mix B		176.00	$ 120.00	176.00	$ 21,120.00	3.00	$360.00	179.00	$21,480.00	101.70%	$	-
16	Void Fill Material		50.00	$ 100.00	50.00	$ 5,000.00	7.00	$700.00	57.00	$5,700.00	114.00%	$	-
17	Anchor Boulders		156.00	$ 120.00	156.00	$ 18,720.00	26.00	$3,120.00	182.00	$21,840.00	116.67%	$	-
18	Accent Boulders		60.00	$ 120.00	60.00	$ 7,200.00	4.00	$480.00	64.00	$7,680.00	106.67%	$	-
19	Trail Node		1.00	$ 3,500.00	0.65	$ 2,275.00	0.35	$1,225.00	1.00	$3,500.00	100.00%	$	-
20	72" RCP Flared End Section (with Trash Guard)		1.00	$ 12,500.00	1.00	$ 12,500.00	0.00	$0.00	1.00	$12,500.00	100.00%	$	-
21	1.5" B&B Tree		8.00	$ 400.00	0.00	$ -	8.00	$3,200.00	8.00	$3,200.00	100.00%	$	-
22	4" Plug		963.00	$ 9.00	0.00	$ -	963.00	$8,667.00	963.00	$8,667.00	100.00%	$	-
23	1 Gal. Perennials		261.00	$ 35.00	0.00	$ -	261.00	$9,135.00	261.00	$9,135.00	100.00%	$	-
24	Erosion Control		1.00	$ 8,000.00	0.50	$ 4,000.00	0.50	$4,000.00	1.00	$8,000.00	100.00%	$	-
25	Sheet Pile Cutoff Wall (PZ-22)		82.00	$ 55.00	82.00	$ 4,510.00	0.00	$0.00	82.00	$4,510.00	100.00%	$	-
26	Change Order 2		1.00	$ 4,953.84	1.00	$ 4,953.84	0.00	$0.00	1.00	$4,953.84	100.00%	$	-
27					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
28					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
29					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
30					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
31					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
32					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
33					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
34					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
35					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
36					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
37					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
38					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
39					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
40					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
41					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
42					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
43					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
44					0.00	$ -		$0.00	0.00	$0.00	#DIV/0!	$	-
	Totals	$	-	8927	6,564.45	$ 165,023.84		40,902.00	8,567.00	206,965.84	104.64%	$	-

CITY OF Fargo

20

PLANNING AND DEVELOPMENT
200 Third Street North
Fargo, North Dakota 58102
Phone: (701) 241-1474
Fax: (701) 241-1526
E-Mail: planning@FargoND.gov
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING ADMINISTRATOR

DATE: AUGUST 9, 2017

SUBJECT: REQUEST FOR NOTICE OF AWARD FOR GAST CONSTRUCTION CO., FOR THE FARGO PROJECT

The last significant phase of The Fargo Project is ready for implementation. The project management team calls this phase Overlook and Natural Trails. The City bid the construction package in July and the bids were due on August 2nd.

Attached please find a Notice of Award for Gast Construction Co., Inc. for the project. This work includes earthwork, an overlook, a boardwalk, plantings and a natural play feature. The contract agreement is anticipated to be at the next City Commission meeting on August 28th.

The revenue for this work was allocated and approved in the 2015 budget, and through the North Dakota Outdoor Heritage Funds and the Kresge Foundation, both awarded in fall 2015.

Suggested Motion:
To approve the Notice of Award for Gast Construction Co., Inc. for up to $361,579.08.

EQUAL HOUSING OPPORTUNITY

Printed on Recycled paper.

www.ae2s.com

August 7, 2017

Ms. Nicole Crutchfield
Planning Administrator
City of Fargo Department of Planning & Development
200 North Third
Fargo, ND 58102

RE: The Fargo Project – Overlook, Natural Play, Trails
Award Recommendation

Dear Nicole:

Bids were received and opened for the above referenced project at 11:30 AM on August 2, 2017. After tabulation and review of the submitted bids for any discrepancies, I recommend awarding the project to the low bidder, Gast Construction Co., Inc. in the amount of $361,579.08. This total amount includes the bid alternate.

I have attached a copy of the signed bid tab, a copy of the low proposal, and three copies of the Notice of Award. Once the Notice of Award is executed, please send all copies to AE2S at 3101 S. Frontage Rd., Moorhead, for submitting to the Contractor with the agreement form and bond pages.

Please let me know if you have any questions.

Sincerely,

Justin Klabo, PE
Water Resources Project Manager

Enclosures

SECTION 00 51 00 - NOTICE OF AWARD

DATE: August 14, 2017

TO: Gast Construction Co., Inc.
3410 39th St S
Fargo, ND 58104

PROJECT: The Fargo Project
Fargo, North Dakota

CONTRACT FOR: Overlook-Natural Play-Trails
Contract No. 1 Base Bid plus Alternate

You are notified that your Bid dated August 2, 2017 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for all work under the above referenced project.

The Contract Price of your contract is Three hundred sixty-one six thousand, five hundred seventy-nine thousand dollars and 08 cents ($ 361,579.08).

Four (4) copies of the proposed Agreement accompany this Notice of Award.
You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by August 30, 2017.

1. You must, immediately, deliver to the Engineer three (3) signed copies of this Notice acknowledging its receipt.

2. You must deliver to the Engineer three (3) fully executed counterparts of the Agreement including all the Contract Documents.

3. You must deliver with each executed Agreement, Performance and Payment Bonds as specified in the Instructions to Bidders (Paragraph 20), and General Conditions (Paragraph 5.1).

4. You must deliver with each executed Agreement, Certificates of Insurance as specified in the General Conditions (paragraph 5.04) and Supplementary Conditions (paragraph SC-5.04).

   Please note the requirements of Article 5 of the General Conditions. The Certificate of Insurance MUST include provision for 30 days prior written notice prior to cancellation. "Will Endeavor to Mail" is not acceptable. Crossing out or X-ing over the words "endeavor to" will not be acceptable. Failure to comply with the required cancellation provision will cause the contracts to be rejected and will delay Notice to Proceed.

5. You must deliver with each executed Agreement, Current Workmen's Compensation Certificate of Premium Paid.

6. You must deliver with each executed Agreement, Contractor's Certificate of North Dakota Income and Sales Tax Clearance.

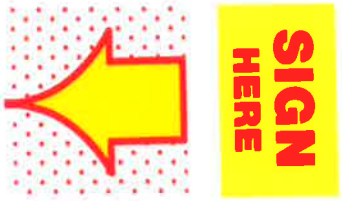
After execution of the Agreement, please send all copies of the Contract, along with the above items to the Engineer, Advanced Engineering and Environmental Services, Inc. (AE2S), 4170 28th Ave S, Fargo ND 58104.

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

Within ten (10) days after you comply with the above conditions, OWNER will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

City of Fargo, ND
Owner

By: _____
Authorized Signature



ACCEPTANCE OF AWARD

_____
Contractor

By: _____

Title: _____

Date: _____

The Fargo Project (Overlook-Natural Play-Trails)
Fargo, ND
Project #1436
P00803-2013-059
August 2, 2017

	CONTRACTOR	Bid Bond	Acknowledged Receipt of Addenda 1, 2 & 3	Bid Form	Contract No. 1 - Base Bid	Alternate Bid
1	**Gast Construction, Inc.**	✓	✓	✓	$355,460.25*	$6,118.83*
	T. F. Power				Bid not opened.	

*Different from As Read results because of math error.

True Tabulation of Bids
Respectfully Submitted:

Justin Klabo, PE

Advanced Engineering and Environmental Services, Inc.
4170 28th Ave S
Fargo, ND 58104
Tel: 701-364-9111
Fax: 701-364-9979

SECTION 00 41 00 - BID FORM
Addendum No. 2

PROJECT IDENTIFICATION:

The Fargo Project

City of Fargo

Fargo, North Dakota

THIS BID IS SUBMITTED TO:

Fargo City Auditor's Office

200 3rd Street North,

Fargo, ND 58102

Due By:

August 2, 2017 – 11:30 a.m.

PROJECT OVERVIEW:

Work generally consists of construction of an aggregate trail system, boardwalk, overlook structure and natural play space within the Fargo Project located at:

4315 18th Ave SW, Fargo, ND 58103

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.	Addendum Date
1	7/17/17
2	7/28/17
3	7/31/17

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions; (2) reports and drawings of a Hazardous Environmental Condition, if any, which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work, whether specifically listed on the BID FORM, shown on the Drawings, described in the Specifications, or described in Addendum in accordance with the Contract Documents for the following price(s):

Note: Unit prices will govern and shall be in whole cents.

LINE NO.	ITEM	QUANTITY	UNIT	Unit Price	Extended Price
1	Mobilization	1	LS	$ 13,150	$ 13,150
2	Common Excavation	1	LS	$ 22,562	$ 22,562
3	Traffic Control	1	LS	$ 966	$ 966
4	Imported Topsoil	740	CY	$ 18.00	$ 13,317
5	Imported Clay	356	CY	$ 15.83	$ 5,636
6	Topsoil Stripping & Salvaging	1	LS	$ 4,933	$ 4,933
7	NDDOT Type RR Fabric	2486	SY	$ 2.45	$ 6,079
8	Crushed Recycled Concrete	320	CY	$ 34.85	$ 11,151
9	4-5" Riprap Trail Mix	261	CY	$ 58.07	$ 15,157
10	6-9" Riprap Overlook Mix	125	CY	$ 58.07	$ 7,259
11	18-24" Boulders	27	EA	$ 183.46	$ 4,952
12	24-36" Boulders	50	EA	$ 250.64	$ 12,532
13	Pea Gravel	25.5	CY	$ 39.14	$ 998
14	Deck A	1	LS	$ 54,837	$ 54,837
15	Deck B	1	LS	$ 99,872	$ 99,872
16	Boardwalk	1	LS	$ 34,711	$ 34,711
17	5 Gal. Shrubs	11	EA	$ 55	$ 605
18	1.5" B&B Tree	15	EA	$ 385.14	$ 5,779
19	Flagstone Installation	1	LS	$ 6,847	$ 6,847
20	Oak Seating Logs	36	LF	$ 73.33	$ 2,640
21	6"x6" Oak Steps	72	BF	$ 67.25	$ 4,842
22	Concrete	2.6	CY	$ 2,633.46	$ 6,847
23	Oak Logs	80	LF	$ 118.29	$ 9,463
24	Erosion Control	1	LS	$ 10,313	$ 10,313

A. ***BASE BID:*** Total Price for CONTRACT

Three hundred fifty-five thousand four hundred forty-six and 00/100
(use words)

($ 355,446.00)
(use figures)

Note: Unit prices will govern and shall be in whole cents.

LINE NO.	ITEM	QUANTITY	UNIT	Unit Price	Extended Price
1	4" Plug	346	EA	$ 7.65	$ 2,645
2	1 Gal Perennials	167	EA	$ 20.79	$ 3,471

B. ***ALTERNATE BID:*** Total Price for CONTRACT

Six thousand one hundred sixteen and xx/100
(use words)

($ 6,116.00)
(use figures)

6.01 Bidder agrees to complete the Work to Substantial Completion by the calendar dates indicated below, and have all Work completed and ready for Final Payment, in accordance with paragraph 14.07.B of the General Conditions, by the below-indicated calendar dates.

A. Substantial Completion – June 30, 2018

- The project is considered substantially complete once all work items are completed.

B. Final Completion – July 31, 2018

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a bond.

B. Non-Collusion Affidavit Form.

C. Contractor's License or Certificate of Renewal.

8.01 Communications concerning this Bid shall be addressed to the following:

Name Jim Gast

Address 3410 39th Street South
Fargo, ND 58104

Telephone No. 701-235-3454

9.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

The undersigned bidder hereby expressly acknowledges his understanding of and this agreement to comply during the performance of any work under any contract resulting from this bid.

SUBMITTED on August 2nd, 2017.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individuals Signature)

Doing business as: _____

Business Address: _____

_____

Phone No.: _____

Fax No.: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner)

Name (typed or printed): _____

Business address: _____

_____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: Gast Construction Co., Inc.

State of Incorporation: North Dakota

Type (General Business, Professional, Service, Limited Liability): Service

By: _____ (*Signature*)

Name (typed or printed): Brady Snell

Title: Project Manager

Attest _____ (*Signature*)

Business address: 3410 39th Street South

Fargo, ND 58104

Phone No.: 701-235-3454 Fax No.: 701-356-0225

Date of Qualification to do business is February 6th, 2017

A Joint Venture

Joint Venturer Name: _____

By: _____
(*Signature of joint venture partner*)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____

By: _____
(*Signature of joint venture partner*)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone No.: _____ Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

END OF SECTION

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
Gast Construction Co., Inc.
3410 39th Street S
Fargo, ND 58104

SURETY *(Name, and Address of Principal Place of Business)*:
Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

OWNER *(Name and Address)*:
City of Fargo, ND

BID
Bid Due Date: August 2, 2017
Description *(Project Name— Include Location)*: The Fargo Project Overlook

BOND
Bond Number:
Date: July 26, 2017
Penal sum Five Percent of Amount Bid ---------- $ 5% of Amount Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Gast Construction Co., Inc. (Seal)	Fidelity and Deposit Company of Maryland (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
Jim Gast	John C. Klein
Print Name	Print Name
President	Attorney-in-Fact
Title	Title
Attest:	Attest:
Signature	Signature
Title Notary Public	Title Notary Public

KLEIN AGENCY, INC.
3570 No. Lexington Ave. Ste. 206
St. Paul, MN 55126
(651) 484-6461

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF
COUNTY OF

On this _____ day of _____, _____, before me personally appeared _____ to me known to be the person _____ described in and who executed the forgoing bond, and acknowledged that _____ he _____ executed the same as _____ free act and deed.

_____ Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Clay

On this 2nd day of August, 2017, before me personally came Jim Gast to me known, who being by me duly sworn, did depose and say; that he is the President of Gast Construction Co., Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

RYAN L. FLEMING
NOTARY PUBLIC – MINNESOTA
My Commission Expires JAN. 31, 2020

_____ Notary Public

SURETY ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF RAMSEY

On this 26th day of July, 2017, before me appeared John C. Klein to me personally known, who, being duly sworn, did say that he is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland of Schaumburg, IL that the seal affixed to the foregoing instrument is the corporation seal of said corporation; that the said instrument was signed and sealed on behalf of said corporation by authority of the free act and deed of said Company.

RITA M. CARLSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

Rita M Carlson Notary Public

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John C. KLEIN, Stephen M. KLEIN, Kristin M. BAKOS and Clinton RODNINGEN, all of St. Paul, Minnesota, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 18th day of April, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Joshua Lecker

_____
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 18th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26 day of July, 20 17.



Gerald F. Haley

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

State of North Dakota

SECRETARY OF STATE

CONTRACTORS LICENSE RENEWAL

NO: **961** CLASS **A**

I, Alvin A. Jaeger, Secretary of State of the State of North Dakota, and as Registrar of Contractors, certify that **GAST CONSTRUCTION COMPANY, INC.** whose address is Wahpeton, ND has filed in this office proper application for Renewal of Class A Contractor's License valid to March 1, 2018, and has paid the required fee, and has complied with all requirements of Chapter 43-07, North Dakota Century Code.

GAST CONSTRUCTION COMPANY, INC. therefore, is entitled to bid on and accept contracts as authorized by law, under this license, without limit as to value of any single contract.

Dated February 6, 2017.

Alvin A. Jaeger
Secretary of State

GAST CONSTRUCTION

General Contractors Fargo · Wahpeton

www.Gast-Construction.com

Corporate Resolution

This is to certify the Officers of Gast Construction, Inc. at a meeting of the Board of Directors, under the laws of the State of North Dakota, duly held on the 17th day of April 2014.

Be it resolved that Brady Snell is authorized and empowered for and on behalf of this corporation to execute bids for construction projects and other related matters.

Resolved, that the aforesaid officers, that the resolution will entitle those to whom it is given to be able to rely upon a copy of this resolution until written notice of modification or recession has been furnished to and received by the same.

Jim Gast President

Tim Gast Vice President

Notary Public

RYAN L. FLEMING
NOTARY PUBLIC—MINNESOTA
My Commission Expires JAN. 31 2015

The above individuals certify they are corporate officers (President, and Vice President) of Gast Construction Co., Inc. and that they have signed the resolution and believe the same is correct an ratify and adopt this resolution.

Jim Gast President

Tim Gast Vice President

Notary Public

RYAN L. FLEMING
NOTARY PUBLIC—MINNESOTA
My Commission Expires JAN. 31 2015

Fargo 3410 39th St. SW Fargo, ND 58104 Phone (701) 235-3454 Fax (701) 356-0225
Wahpeton Box 833 Wahpeton, ND 58074 Phone (701) 642-6317 Fax (701) 642-3107

SECTION 00 45 19 – NON-COLLUSION AFFIDAVIT

STATE OF North Dakota

COUNT OF Cass

I hereby swear (affirm) under penalty or perjury:

1. That I am the Bidder (if Bidder is an individual), a partner in the Bidder (if Bidder is a partnership), or an officer or employee of the Bidder (if Bidder is a corporation) having authority to sign on its behalf;

2. That the attached Bid or Bids have been arrived at by the Bidder individually and have been submitted without collusion with, and without any agreement, understanding or planned common course or action with any vendor of materials, suppliers, equipment, or services described in the invitation to bid designed to limit individual bidding or competition;

3. That the contents of this Bid or Bids have not been communicated by Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids, and will not be communicated to any such person, prior to any official opening of the Bid or Bids; and

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signature of Bidder

President
Position

Gast Construction Co., Inc.
Company Name

8-2-2017
Date

Subscribed and sworn before me this

1st day of August 2017

Notary

RYAN L. FLEMING
NOTARY PUBLIC–MINNESOTA
My Commission Expires JAN. 31, 2020

(seal)

Gast
AL CONTRACTORS
39th Street South
argo, ND 58104

Mr. Steve Sprague
City Auditor
City of Fargo
Centennial Hall
207 4th Street North
Fargo, North Dakota

The Fargo Project
City of Fargo
Fargo, North Dakota
GENERAL BID PROPOSAL

Gast Construction Co., Inc.
3410 39th Street South
Fargo, ND 58104
License #: 961
Renewal Date: February 6th, 2017
Class: A
Addendum(s) Acknowledged: 1,2,3

02-08-17 A0091-FM

Gast
GENERAL CONTRACTORS
3410 39th Street South
Fargo, ND 58104

02-09-17 A11:24 RM

The Fargo Project
City of Fargo
Fargo, North Dakota
Wednesday, August 2nd 2017
Enclosed:
Bid Security
North Dakota Contractors License
Non-Collusion Affidavit Form

Addenda Received: 1,2,3

21a

City of Fargo Staff Report			
Title:	Valley View 7th Addition	**Date:** **Updated:**	4/26/2017 8/9/2017
Location:	3650 Veterans Boulevard	**Staff Contact:**	Donald Kress, senior planner
Legal Description:	Lot 2, Block 5, Valley View Fourth Addition		
Owner(s)/Applicant:	K-Square Development/ Brian Kounovsky	**Engineer:**	Moore Engineering
Entitlements Requested:	**Minor Subdivision** (Replat of Lot 2, Block 5, Valley View Fourth Addition)		
Status:	City Commission Public Hearing: August 14, 2017		

Existing		Proposed
Land Use: Platted but not developed		**Land Use:** Commercial
Zoning: GC, General Commercial		**Zoning:** No change
Uses Allowed: General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events.		**Uses Allowed:** No change
Maximum Lot Coverage Allowed: 85% of lot area		**Maximum Lot Coverage Allowed:** No change

Proposal:

The applicant requests a minor subdivision, entitled **Valley View Seventh Addition,** which is a replat of Lot 2, Block 5, Valley View Fourth Addition, to create two lots for commercial development. Proposed lots and approximate areas are shown in the chart below.

Block	Lot	Area (acres)
1	1	0.56
1	2	8.59

The property is zoned GC, General Commercial. No zone change is proposed.

The project site has as an existing access from Veterans Boulevard. Lot 1 of this plat will take access from 36th Avenue South by way of an access easement.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: LC, Limited Commercial; commercial development
- East: LC, Limited Commercial; not developed
- South: GC, not developed
- West: City of West Fargo zoning; public schools (Liberty Middle and Sheyenne High Schools)

Schools and Parks:

Schools: The subject property is located within the West Fargo Public School District and is served by Independence Elementary, Liberty Middle, and Sheyenne High Schools.

Parks: The project site is located approximately one-half mile west of Brandt Crossing Park, which has basketball courts, dog park, playgrounds, recreational trails, and a shelter; and 0.75 miles north of Osgood School Park, which has basketball courts, multi-purpose field, playground, recreational trails, and a shelter.

Pedestrian / Bicycle: There are off-road bike facilities located along Veterans Boulevard, and in Brandt Crossing Park and Osgood School Park. These bike routes are a component of the metro area bikeways system.

Staff Analysis:

Subdivision

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

1. **Section 20-0907.4 of the LDC further stipulates that the Planning Commission shall recommend approval or denial of the application and the City Commission shall act to approve or deny, based on whether it is located in a zoning district that allows the proposed development, complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   The property is zoned GC, General Commercial. This zoning will accommodate the proposed commercial development. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments and found to meet the standards of Article 20-06 and other applicable requirements of the Land Development Code.
   (Criteria Satisfied)

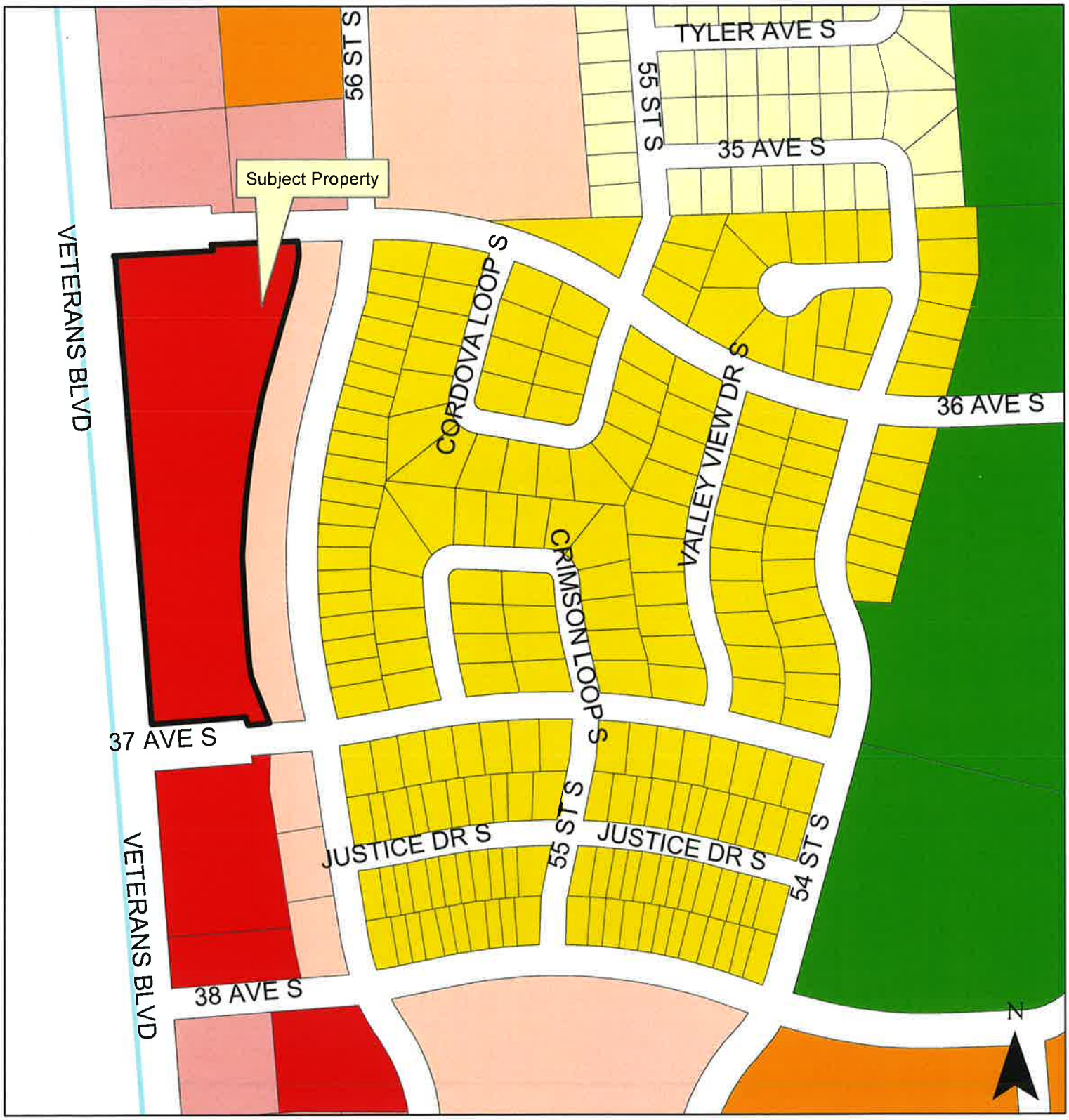
2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be

spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**
Planning Commission Recommendation: May 2, 2017
By a vote of 9-0, the Planning Commission on May 2, 2017 voted to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed **Valley View Seventh Addition** subdivision plat as presented; as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Article 20-06, and Section 20-0907 of the LDC, and all other applicable requirements of the LDC."
Staff Recommendation: August 14, 2017
"To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed **Valley View Seventh Addition** subdivision plat as presented; as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Article 20-06, and Section 20-0907 of the LDC, and all other applicable requirements of the LDC."
Attachments:
1. Zoning Map **2.** Location Map **3.** Plat

Plat (Minor Subdivision)

Valley View 7th Addition

3650 Veterans Blvd



Legend

AG LC MHP SR-2
DMU LI NC SR-3
GC MR-1 NO SR-4
GT MR-2 P/I SR-5
GO MR-3 UMU City Limits

300 Feet

Fargo Planning Commission
May 2, 2017

Plat (Minor Subdivision)

Valley View 7th Addition

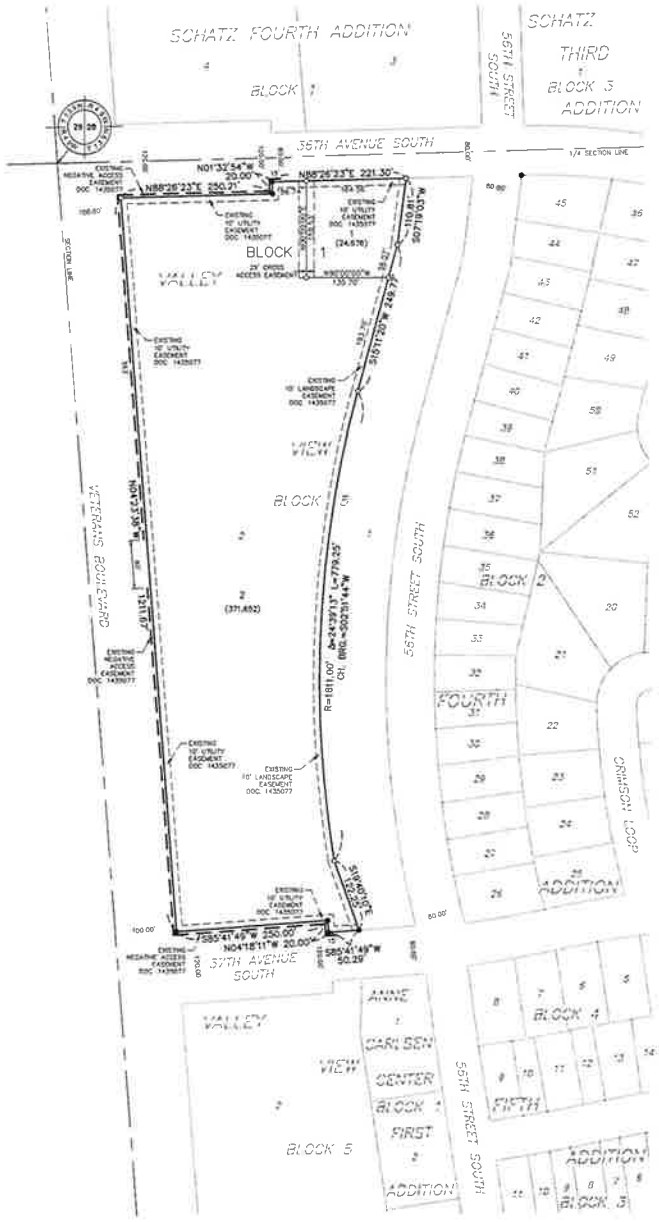
3650 Veterans Blvd



CITY OF Fargo

300 Feet

Fargo Planning Commission
May 2, 2017



A MINOR SUBDIVISION PLAT OF

VALLEY VIEW SEVENTH ADDITION

TO THE CITY OF FARGO, A REPLAT OF LOT 2, BLOCK 5, VALLEY VIEW FOURTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

CERTIFICATE

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "VALLEY VIEW SEVENTH ADDITION" TO THE CITY OF FARGO, A REPLAT OF LOT 2, BLOCK 5, VALLEY VIEW FOURTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO WIT:

LOT 2, BLOCK 5, VALLEY VIEW FOURTH ADDITION TO THE CITY OF FARGO, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA.

SAID TRACT CONTAINS 9.10 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

STEVEN W. HOLM
REGISTERED LAND SURVEYOR
REG. NO. LS-6571

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, 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 INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

REGISTERED LAND SURVEYOR
STEVEN W. HOLM
LS-6571
NORTH DAKOTA

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "VALLEY VIEW SEVENTH ADDITION" TO THE CITY OF FARGO, A REPLAT OF LOT 2, BLOCK 5, VALLEY VIEW FOURTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE ALL UTILITY, LANDSCAPE AND CROSS ACCESS EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER LOT 1: DAKOTA CDC

STEVE DUSEK, PRESIDENT AND CEO

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVE DUSEK, PRESIDENT AND CEO, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF DAKOTA CDC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

OWNER LOT 2: K SQUARE DEVELOPERS, LLC

BY: _____
TITLE: _____

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF K SQUARE DEVELOPERS, LLC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

LEGEND

●	IRON MONUMENT FOUND
○	SET 5/8"X18" REBAR WITH YELLOW PLASTIC CAP #6571
(31,963)	LOT AREAS IN SQ. FT.
L	ARC LENGTH
R	RADIUS LENGTH
Δ	CENTRAL ANGLE
CH. BRG.	CHORD BEARING
———	PLAT BOUNDARY LINE
———	LOT LINE
- - - - -	EASEMENT LINE
— — —	SECTION LINE
———	EXISTING PLAT LINE
— — —	NEGATIVE ACCESS EASEMENT

NEGATIVE ACCESS EASEMENT, AS NOTED ON THE PLAT OF VALLEY VIEW SEVENTH ADDITION, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT OF WAY DEDICATION WHICH EASEMENT DENIES DIRECT VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH, BUT IS A LINE COTERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

N
W E
S

0 100
Scale in Feet

BASIS OF BEARINGS: VALLEY VIEW FOURTH ADDITION TO THE CITY OF FARGO ACCORDING TO THE RECORDED PLAT THEREOF.

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2017.

MARK H. BITTNER, CITY ENGINEER

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MARK H. BITTNER, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2017.

JAN ULFERTS STEWART, CHAIR

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JAN ULFERTS STEWART, CHAIR OF THE FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN THE NAME OF THE FARGO PLANNING COMMISSION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2017.

TIMOTHY J. MAHONEY, MAYOR

STEVEN SPRAGUE, CITY AUDITOR

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TIMOTHY J. MAHONEY, MAYOR AND STEVEN SPRAGUE, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

moore engineering, inc.

216

City of Fargo Staff Report			
Title:	Prairie Farms Commercial Second Addition	**Date:** **Update:**	5/30/2017 8/9/2017
Location:	2900 52nd Avenue South and 5200 31st Street South	**Staff Contact:**	Barrett Voigt
Legal Description:	Lots 1 and 2, Block 1, Prairie Farms Commercial Addition		
Owner(s)/Applicant:	Prairie Grove Inc./Chad Bartholomay	**Engineer:**	Wenck Associates
Entitlements Requested:	**Minor Subdivision** (Replat of Lots 1 and 2, Block 1, Prairie Farms Commercial Addition to the City of Fargo, Cass County, North Dakota.)		
Status:	City Commission Public Hearing: August 14, 2017		

Existing		Proposed
Land Use: Restaurant and Vacant Land		**Land Use:** Restaurant, Bank, and Retail
Zoning: LC, Limited Commercial		**Zoning:** No Change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self-service storage, vehicle repair, limited vehicle service.		**Uses Allowed:** No Change
Maximum Lot Coverage Allowed: 55%		**Maximum Lot Coverage Allowed:** No Change

Proposal:

The applicant is seeking approval of a minor subdivision, entitled **Prairie Farms Commercial Second Addition,** which is a replat of Lots 1 and 2, Block 1, Prairie Farms Commercial Addition. The subject property encompasses approximately 3.19 acres and is located at both 2900 52nd Avenue South and 5200 31st Street South. The applicant is proposing a three (3) lot, one (1) block minor subdivision to accommodate for the construction of a bank branch and other future retail development. Staff also notes that the easement on the southwest portion of the property would be vacated and re-established so that it lines up with the actual roadway that exists on that area today.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: Across 52nd Avenue South, AG, Agricultural, GC, General Commercial, and GO, General Office with retail, office, and park uses
- East: P/I, Public Institutional with vacant land use
- South: AG, Agricultural with agricultural land use
- West: LC, Limited Commercial with restaurant land use

Area Plans:

The subject property is located in the 2001 Growth Plan. According to the plan, this property is most suitable for "Commercial" and "Parkland" land use.



Schools and Parks:

Schools: The subject property is located within the Fargo School District and is served by Centennial Elementary, Discovery Middle and Davies High schools.

Parks: Meadow Creek Park (4800 Meadow Creek Drive S) is located north of the subject property, across 52nd Avenue South. Meadow Creek Park offers multipurpose field and recreational trail amenities.

Pedestrian / Bicycle: There are off-road bike facilities located along the north and south sides of 52 Avenue South that are components of the metro area bikeways system.

Staff Analysis:

Minor Subdivision

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

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   The subdivision is intended to replat Lots 1 and 2, Block 1, Prairie Farms Commercial Addition into three lots and one block to accommodate future development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. **(Criteria Satisfied)**

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

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

Planning Commission Recommendation: June 6, 2017

On June 6, with a 6-0 vote, the Planning Commission accepted the findings and recommendations of staff and hereby recommend approval to the City Commission of the proposed subdivision plat, **Prairie Farms Commercial Second Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code".

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of Planning Commission and staff and hereby move to approve the proposed subdivision plat, **Prairie Farms Commercial Second Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code".

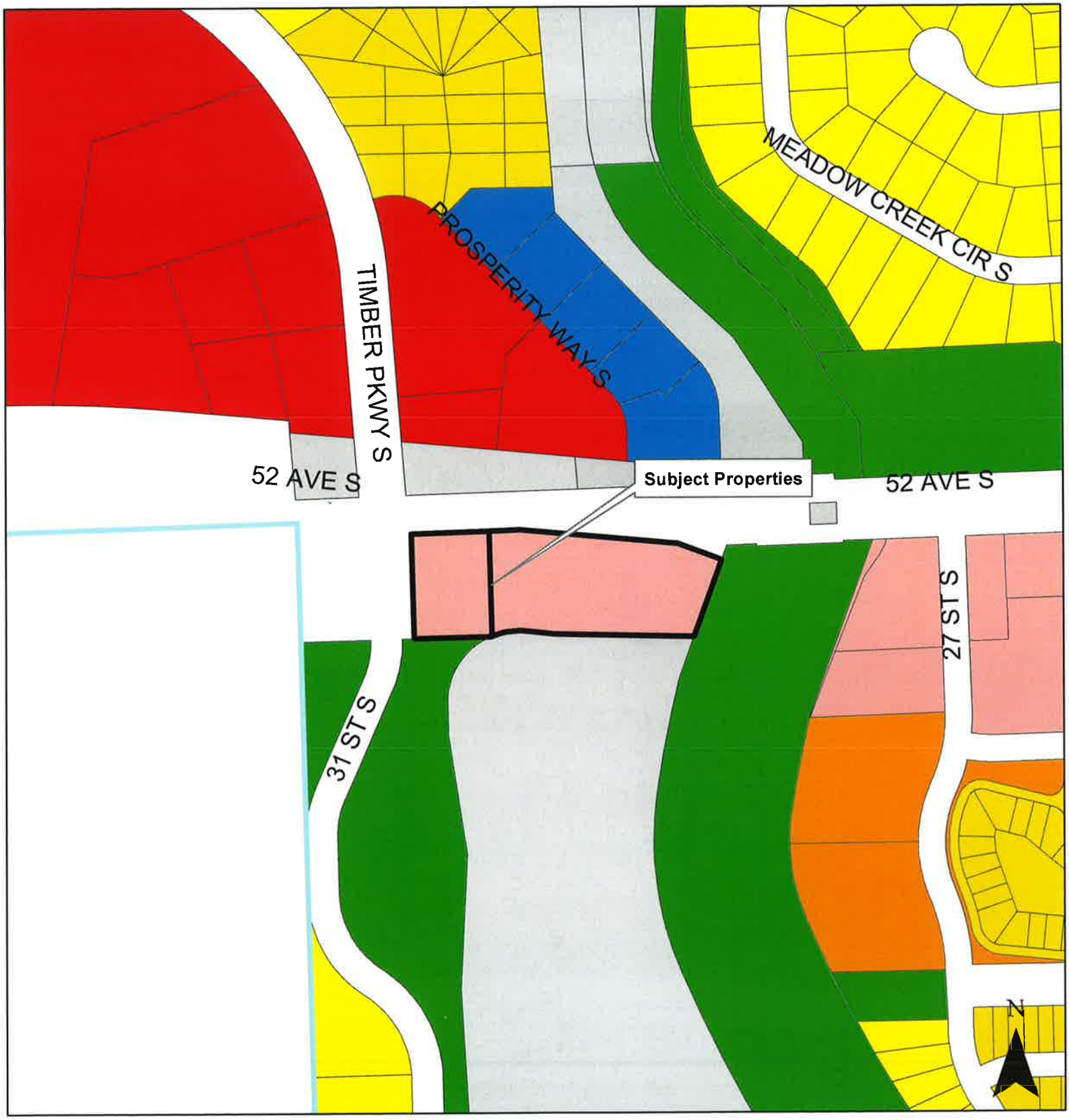
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Plat (Minor)

Prairie Farms Commercial 2nd Addition

2900 52nd Avenue South
5200 31st Street South



THE CITY OF Fargo FAR MORE

Legend

AG	LC	MHP	SR-1
DMU	LI	NCI	SR-2
GC	MR-1	NO	SR-3
GI	MR-2	P/I	SR-4

300 Feet

Fargo Planning Commission
June 6, 2017

Plat (Minor)

Prairie Farms Commercial 2nd Addition

2900 52nd Avenue South
5200 31st Street South



THE CITY OF Fargo FAR MORE

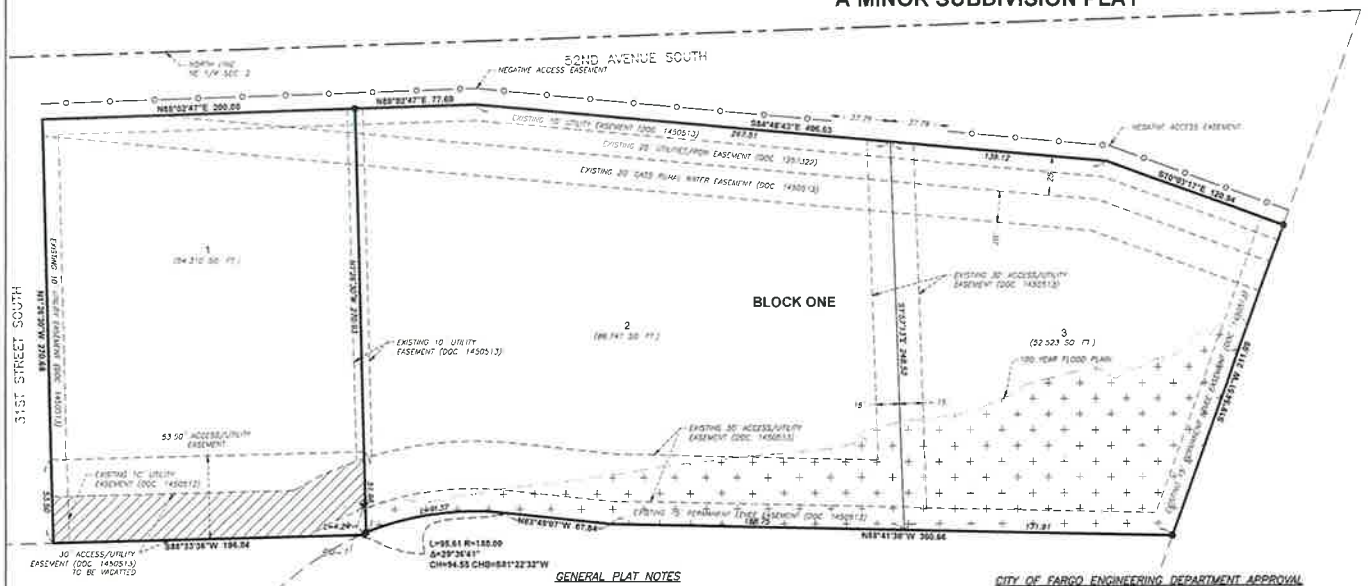
300 Feet

Fargo Planning Commission
June 6, 2017

PRAIRIE FARMS COMMERCIAL SECOND ADDITION

A REPLAT OF LOTS 1 AND 2, BLOCK 1, PRAIRIE FARMS COMMERCIAL ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA; AND A VACATION OF THE EASEMENT LYING AND BEING WITHIN LOT 1, BLOCK 1, OF SAID PRAIRIE FARMS COMMERCIAL ADDITION.

A MINOR SUBDIVISION PLAT



N

0 40 80

SCALE IN FEET

Bearings are based on City of Fargo 2007 Adjustment

LEGEND

- SET 5/8" REBAR W/ CAP #3638
- FOUND MONUMENT
- SECTION LINE
- NEGATIVE ACCESS EASEMENT
- PLAT OVERALL BOUNDARY
- PLAT INTERIOR LOT LINES
- (S.000) PLAT LOT AREAS
- PLAT NEW EASEMENT
- VACATE PORTION OF 30' ACCESS/UTILITY EASEMENT (DOC. 1450513) WITH THIS DOCUMENT
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- 100 YEAR FLOOD PLAIN 909.70

WENCK ASSOCIATES

Responsive partner. Exceptional outcomes.

3303 Fiechtner Drive
Fargo, ND 58103

Ph 701-297-9600
Fax 701-297-9601

GENERAL PLAT NOTES

BM-1 Top of concrete light base East edge - 909.64 NAVD88

Negative access easement, as noted on this plat, is an easement dedicated as part of the Right-of-Way dedication which easement denies direct vehicular access to a street or public way from the lot or lots adjacent to such street or way. This negative access easement is not a strip of land of any certain width, but is a line coterminous with the boundary of the adjacent lot or lots

PLAT BOUNDARY DESCRIPTION

Lot 1 and Lot 2, Block 1, Prairie Farms Commercial Addition to the City of Fargo, recorded June 24th, 2015 at 3:54 P.M as document 1450513, Cass County, North Dakota

Said plat contains 4.44 Acres, more or less, and is subject to Easements, Reservations and Restrictions and Right of Ways of record

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, That Ole Rommesmo, Jr., President, of the above described property have caused the same to be surveyed and platted as "Prairie Farms Commercial Second Addition" to the City of Fargo, Cass County, North Dakota, and do hereby dedicate to the public for public use the access/utility easement shown on this plat for purposes specified and do hereby vacate the access/utility easement dedicated on the plat of Prairie Farms Commercial Addition contained in the boundary of Lot 1, Block 1, Prairie Farms Commercial Second Addition, except those easements on said Prairie Farms Commercial Second Addition shown as "Existing"

OWNER
Prairie Grove, Inc
By, Ole Rommesmo, Jr., President
State of North Dakota)
) SS
County of Cass)

On this ____ day of _____ 2017, appeared before me, Ole Rommesmo, Jr., President, Prairie Grove, Inc., known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that they executed the same as their own free act and deed

Notary Public, Cass County, North Dakota

My commission expires: _____

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by the City Engineer this ____ day of _____ 2017

April E. Walker, P.E.
City Engineer

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____ 2017, before me, a notary public in and for said county, personally appeared April E. Walker, City Engineer, known to me to be the person described in and who executed the same as a free act and deed

Notary Public, Cass County, North Dakota

My commission expires: _____

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this ____ day of _____ 2017

Jon Ulferts Stewart
Planning Commission Chair

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____ 2017, before me, a notary public in and for said county, personally appeared Jon Ulferts Stewart, Planning Commission Chair, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public, Cass County, North Dakota

My commission expires _____

FARGO CITY COMMISSION APPROVAL

Approved by the Board of Commissioners and ordered filed this ____ day of _____ 2017

Timothy J. Mahoney
Mayor

Attest: _____
Steven Sprague, City Auditor

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____ 2017, before me, a notary public in and for said county, personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, City Auditor, known to me to be the persons described in and who executed the same as a free act and deed

Notary Public, Cass County, North Dakota

My commission expires: _____

SURVEYOR'S CERTIFICATE

I, Kevin G. Nelson, registered Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that this plat is a true and correct representation of the survey of said plat, that all distances shown on said plat are correct, and that the monuments for the guidance of future surveys have been located or placed in the ground as shown

Kevin G. Nelson
Professional Land Surveyor
N.D. Registration No. LS-3638

THIS DOCUMENT WAS ORIGINALLY ISSUED AND SEALED BY KEVIN G NELSON REGISTRATION NUMBER LS 3638 ON 5/29/2017 AND THE ORIGINAL DOCUMENT IS STORED AT WENCK ASSOCIATES INC MANDAN ND

State of North Dakota)
) SS
County of Burleigh)

On this ____ day of _____ 2017, appeared before me, Kevin G. Nelson, Professional Land Surveyor, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that they executed the same as their own free act and deed

Notary Public, Burleigh County, North Dakota

My commission expires _____

SHEET 1 OF 1

REPORT OF ACTION (22)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. HD-17-A1 Type: Time Extension

Location: Belmont Park, Harwood Grove, Burritt-Kennedy, Rosewood, Copperfield Court & Prairie Rose

Date of Hearing: 8/7/2017

Routing	Date
City Commission	8/14/2017
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the attached letter from Project Manager, Rob Hasey, regarding a 31-day time extension requested by Master Construction. The time extension is for additional time to find buyers for the remaining houses and their subsequent move, which would also allow for better growing conditions for seed to germinate during the fall growing season.

Staff is recommending the time extension as follows:

Original Completion Dates	Revised Previously	Recommended by Staff
Intermediate – July 15, 2017	August 15, 2017	Intermediate – August 15, 2017
Substantial – August 15, 2017	-	Substantial - September 15, 2017
Final – September 15, 2017	-	Final – October 16, 2017

On a motion by Tim Mahoney, seconded by Kent Costin, the Committee voted to recommend approval of the time extension.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the time extension.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: None

	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	Present	Yes	No	Unanimous
				☑
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	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda Derrig, P.E.
Division Engineer

C: Kristi Olson

ITEM C

CITY OF Fargo

Memorandum

To: PWPEC

From: Rob Hasey, Civil Engineer I, Storm Sewer Utility RH

Cc: Jody Bertrand

Date: 08/02/2017

Re: Project #HD-17-A1 – Demolition, Site Restoration and Incidentals

---

Background:

The bids for Project #HD-17-A1 were opened on May 3rd, 2017 and the project was awarded by the City Commission on May 8th, 2017. Construction began on May 22nd, 2017. The project bid documents included a substantial completion date of August 15th, 2017 and a final completion date of September 15th, 2017.

The Contractor has demolished four properties and is looking at moving six. One of the six houses located at 4117 15th Street South was moved on August 1st to Mapleton, ND.

The Contractor has requested a 31-day time extension on the substantial completion date to September 15th, 2017, which would in turn revise the final completion date to October 16th, 2017. The request is for additional time to find buyers of the remaining houses and their subsequent move. The requested time extension is reasonable and also allows for better growing conditions for seed to germinate during the fall growing season. There will be no impact to any current or impending flood risk reduction project schedules with the requested time extension.

Recommended Motion:

Approve a time extension of an additional 31 days to the substantial and final completion dates.

Original Completion Dates	Revised Previously	Recommended by Staff
Intermediate – July 15, 2017	August 15, 2017	Intermediate – August 15, 2017
Substantial – August 15, 2017	-	Substantial - September 15, 2017
Final – September 15, 2017	-	Final – October 16, 2017

RJH/klo
Attachment

200 North 3rd Street
Fargo, ND 58102

Phone: (701) 241-1545
FAX: (701) 241-8101

MASTER CONSTRUCTION

FARGO
1572 45th St. NW
Fargo, ND 58102
P: 701-237-4950
F: 701-237-5027

BISMARCK
4000 Fuller Ave.
Bismarck, ND 58501
P: 701-751-6380
F: 701-751-6381

DICKINSON
836 38th Ave. E
Dickinson, ND 58601
P & F: 701-483-2818

GRAND FORKS
5624 1st Ave. N
Grand Forks, ND 58201
P: 701-566-3307
F: 701-757-4404

August 2, 2017

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

Attn: Rob Hasey

RE: ~~Time Extension Request~~
Project HD-17-A1

Dear Mr. Hasey,

Master Construction Co. Inc. would like to request a 31-day time extension on the above referenced project based upon the following:

1. The houses located at 618 Hackberry Dr., 801 Harwood Dr. S., and 4009 Copper Field Court are currently pending sale.
2. The House located at 3732 River Drive S has been sold and is in the process of being relocated.
3. House Number 4117 15th St. S. was moved on August 1st to Mapleton, ND.
4. Finding contractors to move the homes in the allotted time frame has posed to be a greater challenge than expected.

As of today, the homes located at 3714 River Drive S., 245 Lindenwood Dr. S, 1510 South River Road, and 1462 South River Road has been completed. We are making an effort to save and relocate the homes rather than using the landfill. We are asking that the substantial completion be moved to September 15th, 2017. With a final completion being October 16th, 2017.

We appreciate your consideration of our request for a time extension on this project. If you have any questions or comments please feel free to contact me at 701-361-9764.

Sincerely,

Scott Ahlf
Project Manager

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	HD-17-A1	**Change Order No**	1
Project Name	Demolition, Site Restoration & Incidentals		
Date Entered	8/2/2017	**For**	Master Construction Co Inc

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

EXPLANATION OF CHANGE: 31-day time extension for moving houses

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 ($)	C/O Ext Price ($)

Summary

Source Of Funding	
Net Amount Change Order # 1 ($)	0.00
Previous Change Orders ($)	399,242.50
Original Contract Amount ($)	399,242.50
Total Contract Amount ($)	

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
08/15/2017	31.00	09/15/2017

Description 31-day time extension for moving houses

APPROVED **APPROVED DATE**

For Contractor [signature] Department Head [signature] 8/9/17

Title Scott Ahlf Project Manager Mayor

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Attest

(23)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-J1 Type: Utility Relocation - Xcel Energy

Location: Lift Station #13 Relocation – Belmont Flood Risk Management – Phase 1

Date of Hearing: 8/7/2017

Routing	Date
City Commission	8/14/2017
PWPEC File	X
Project File	Roger Kluck, Rob Hasey

The Committee reviewed a communication from Storm Sewer Utilities Engineer, Rob Hasey, regarding the need to relocate Xcel Energy overhead lines out of the path of a lift station relocation project. The estimated cost of the work is $12,834.19.

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the relocation of utilities in support of the Belmont flood risk management project.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and authorize the Utility Relocation for Xcel Energy.

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

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
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	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda Derrig, P.E.
Division Engineer

C: Kristi Olson

ITEM 1

Memorandum

To: PWPEC

From: Rob Hasey, Civil Engineer I RH

CC: Jody Bertrand, Division Engineer

Date: 8/7/2017

Re: Project #FM-15-J1 Lift Station #13 Relocation - Belmont Flood Risk Management Project
Xcel Energy pole relocation

The attached agreement is for Xcel Energy to relocate an existing power pole near the entrance to Lindenwood Park on 17th Avenue South & east of 5th Street South. Xcel will move the pole, add a transformer to this pole for the relocated storm lift station and to remove the existing transformer for the existing storm sewer lift station once the new lift station has been completed.

Xcel Energy has provided a proposal to complete this necessary work, which is estimated to be $12,843.19. For your review, the proposal is attached with this memo.

Recommended Motion
Approve payment of $12,843.19 to Xcel Energy for the relocation of an existing power pole, add a transformer for the new lift station and remove the existing pad mount transformer for the old lift station.

RJH/klo
Attachment

200 North 3rd Street
Fargo, ND 58102

Phone: (701) 241-1545
FAX: (701) 241-8101

Xcel Energy®

STATEMENT OF WORK REQUESTED

DATE: JULY 28TH 2017
WORK REQUESTED BY: CITY OF FARGO
WORK LOCATION: 17TH AVE S AND 5TH ST S
ADDRESS: 200 3RD ST N
FARGO, ND 58102

CONSISTING OF:
XCEL ENERGY WILL RELOCATE ONE POLE AND ADD A THREE PHASE OVERHEAD TRANSFORMER BANK TO SERVE THE NEW LIFT STATION. XCEL WILL ALSO REMOVE THE EXISTING PADMOUNT TRANSFORMER.

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay

($ 12843.19

in accordance with the following terms:

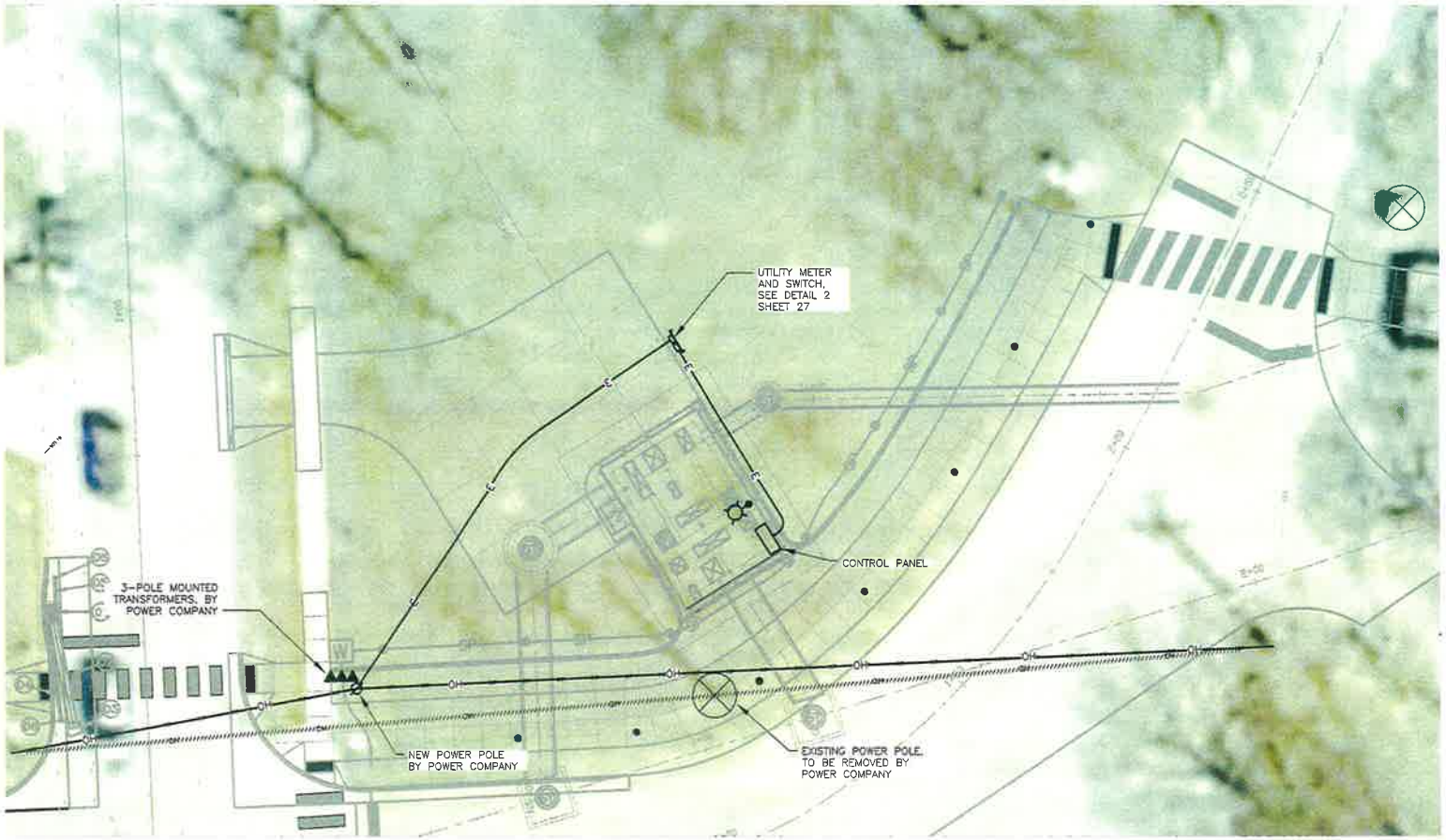
Receipt of the above amount hereby acknowledged on behalf of the Company by TRAVIS LILL

Northern States Power Company, a Minnesota corporation ("Xcel Energy")	Customer
JOE KLEIN	CITY OF FARGO
Print Full Name and Title	Print Full Name and Title (if applicable)
Signature	Signature

FOR XCEL ENERGY USE
Xcel Energy Representative _____ Xcel Energy Work Order # _____

Construction$ 12843.19 Removal $ _____ Total $ 12843.19

Form 17-7012



GENERAL ELECTRICAL NOTES:

1. PROVIDE ELECTRICAL SERVICE IN ACCORDANCE WITH POWER COMPANY STANDARDS REFER TO XCEL ENERGY "STANDARD FOR ELECTRIC INSTALLATION AND USE".
2. THE CONTRACTOR SHALL PROVIDE ALL COORDINATION FOR DEMOLITION OF THE OLD SERVICE, RELOCATION OF POWER POLE, AND INSTALLATION OF THE NEW SERVICE. INCLUDING FILING THE SERVICE APPLICATION WITH XCEL ENERGY. THE CONTRACTOR SHALL PAY ALL FEES AND CHARGES ASSOCIATED WITH THE DEMOLITION AND NEW SERVICE INSTALLATION.
3. THE INTERIOR OF THE WETWELL IS CLASS 1, DIVISION 2.

LEGEND

⊗ UTILITY TRANSFORMER AND UTILITY PRIMARY REMOVED BY POWER COMPANY TRANSFORMER PAD REMOVED BY CONTRACTOR

N

0 5 10

ALL ELEVATIONS ARE BASED ON THE U.S.G.S. VERTICAL DATUM OF 1988. (UNLESS NOTED OTHERWISE)

REVISIONS

3 2 1

This document was originally issued and sealed by KEVIN KARL THERNES Registration Number PE-9499 on 03/27/2017 and the original document is stored in the Engineering Dept. at City Hall.

Electrical Site Plan

LIFT STATION #13 RELOCATION
BELMONT FLOOD RISK MANAGEMENT-PHASE 1

PROJECT NO. *FM-15-J1*

DESIGN BY: KLG	CHECKED BY: KKT
DRAWN BY: JAW	ORIG DATE: March 2017

CITY OF Fargo

SECTION NO.	SHEET NO.
020	26

04/24/17 10:26:52AM C:\pwworking\cmo\d1955907\020_26.dwg

CITY OF Fargo

(24)

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

August 9, 2017

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. EP-17-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, August 9, 2017, for Erosion Protection & Incidentals, Project No. EP-17-A1, located north of 52nd Avenue on Rose Coulee/Drain 53, Rose Creek Parkway South.

The bids were as follows:

On The Level Construction, Inc.	$26,250.00
Earthwork Services	$27,150.00
Engineer's Estimate	$19,765.00

The special assessment escrow is not required.

This office recommends award of the contract to On The Level Construction, Inc. in the amount of $26,250.00 as the lowest and best bid.

Sincerely,

B. E. D.

Brenda E. Derrig
Division Engineer

BED/jmg

CITY OF Fargo

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # EP-17-A1

Erosion Protection & Incidentals

52nd Ave on Rose Coulee/Drain 53 and Rose Creek Parkway

WHEREAS, bids have been opened and filed for the above described Project 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 Brenda E. Derrig, 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:

Erosion Protection & Incidentals Project # EP-17-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Miscellaneous					
1	Mobilization	LS	1.00	2,500.00	2,500.00
2	Seeding Type A	SY	7,500.00	0.65	4,875.00
3	Temp Construction Entrance	EA	1.00	200.00	200.00
4	Topsoil - Import	CY	250.00	12.50	3,125.00
5	Inlet Protection - Existing Inlet	EA	7.00	50.00	350.00
6	Traffic Control - Minor	LS	1.00	200.00	200.00
7	Mulching Type 1 - Hydro	SY	7,500.00	2.00	15,000.00
				Miscellaneous Total	26,250.00
				Total Construction in $	**26,250.00**
			Engineering	6.00 %	1,575.00
			Legal & Misc	3.00 %	787.50
			Contingencies	10.00 %	2,625.00
			Interest	4.00 %	1,050.00
				Total Estimated Costs	**32,287.50**
				Utility Funds - Stormwater - 524	32,287.50
				Unfunded Costs	**0.00**

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 08/10/2017

Brenda E. Derrig

Division Engineer

REGISTERED PROFESSIONAL ENGINEER
BRENDA E. DERRIG
PE-5833
DATE: 8-10-17
NORTH DAKOTA

CITY OF Fargo

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

July 31, 2017 (26)

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

Re: Memorandum of Offer to Landowner – Improvement District #BR-17-F1

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BR-17-F1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Thomas K. & Kari D. Smith** in association with Improvement District #BR-17-F1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Mark Bittner

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
BR-17-F1	Cass	01-1040-00021-000
Landowner Thomas K. & Kari D. Smith		
Mailing Address 425 Broadway N. Fargo, ND 58102		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of $ 1,226.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	$	
Easement and Access Control	$	1,226.00
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer	$	1,226.00

*Description of Damages to Remainder are as follows:

7-27-2017

7/27/17

Owner Signature

Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger

Land Acquisition Specialist, City of Fargo

Fargo City Commision has considered the offer and approves the same:

CITY OF Fargo

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

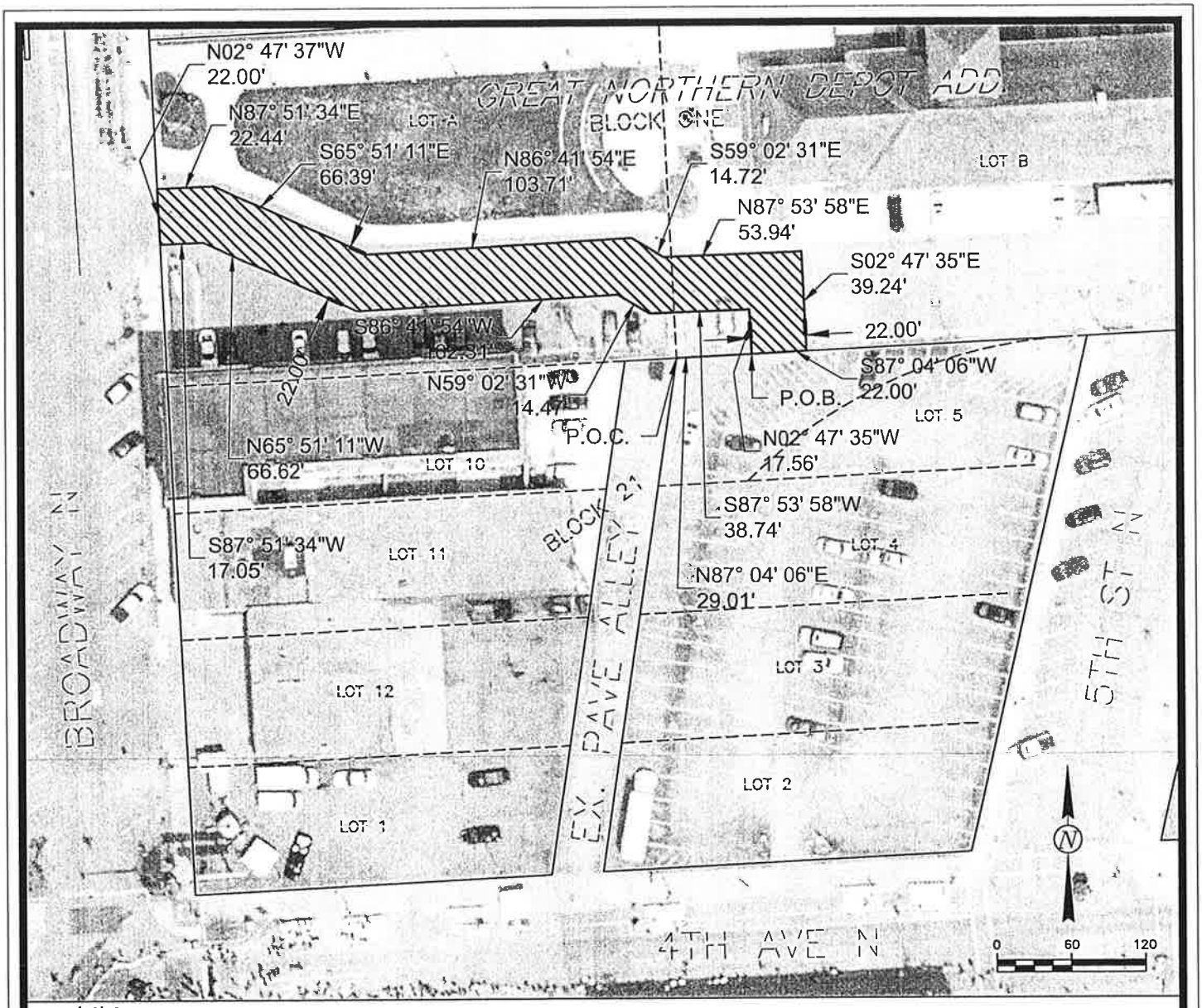


Exhibit A

▨ - Temporary Access Easement

Description:

A tract of land in Block One of Great Northern Depot Addition to the City of Fargo, Cass County, North Dakota described as follows:

Commencing at the SE corner of Lot A, Block One of Great Northern Depot Addition to the City of Fargo, Cass County, North Dakota; Thence N 87°4'6" E a distance of 29.01 feet to the point of beginning; Thence N 2°47'35" W a distance of 17.56 feet; Thence S 87°53'58" W a distance of 38.74 feet; Thence N 59°2'31" W a distance of 14.47 feet; Thence S 86°41'54" W a distance of 102.31 feet; Thence N 65°51'11" W a distance of 66.62 feet; Thence S 87°51'34" W a distance of 17.05 feet to a point on the west line of said Lot A; Thence N 2°47'37" W along said west line a distance of 22.00 feet; Thence N 87°51'34" E a distance of 22.44 feet; Thence S 65°51'11" E a distance of 66.39 feet; Thence N 86°41'54" E a distance of 103.71 feet; Thence S 59°2'31" E a distance of 14.72 feet; Thence N 87°53'58" E a distance of 53.94 feet; Thence S 2°47'35" E a distance of 39.24 feet; Thence S 87°4'6" W a distance of 22.00 feet to the point of beginning.

Said tract contains 6129.17 square feet, more or less.

Bearings based on the City of Fargo ground control system.

CITY OF Fargo ENGINEERING DEPT.	TEMP. ACCESS EASEMENT A PORTION OF LOTS A & B, BLOCK ONE
	DRAWN BY: LG — DATE: JULY 13, 2017
	APPROVED BY: SGB — SHEET 1 OF 1

REPORT OF ACTION (27)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. QN-17-A1 Type: Cost Participation & Maintenance Agreement
TAU-8-984(154)157, PCN 21690

Location: Oak Grove/Memorial Parks Area over the Red River Date of Hearing: 8/7/2017

Routing	Date
City Commission	8/14/2017
PWPEC File	X
Project File	Ron Solberg

The committee reviewed communication from Transportation Division Engineer, Jeremy Gorden, regarding a cost participation and maintenance agreement associated with the upcoming pedestrian bridge replacement project on the Oak Grove/Memorial Parks bridge over the Red River. Staff has coordinated with the NDDOT and is comfortable with the language and is recommending approval.

On a motion by Mark Bittner, seconded by Steve Sprague, the Committee voted to recommend approval of the cost participation and maintenance agreement.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the CPM agreement with the NDDOT for improvements to the Oak Grove/Memorial Parks Pedestrian Lift Bridge.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Federal, Sales Tax Funds, Special Assessments, Fargo Park District & City of Moorhead

	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	Present	Yes	No	Unanimous
				☑
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	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

C: Kristi Olson

CITY OF Fargo

ITEM 6

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

Memo

August 2, 2017

To: PWPEC

From: Jeremy Gorden, P.E., PTOE
Division Engineer - Transportation

Subject: Cost Participation, Construction, and Maintenance Agreement with NDDOT for Construction of new Oak Grove-Memorial Park Pedestrian Lift Bridge
City Improvement District No. QN-17-A1
NDDOT Project No. TAU-8-984(154)157, PCN 21690

I am requesting approval of the subject agreement (attached) from the Local Government Division of the North Dakota Department of Transportation (NDDOT).

This project is for construction of a new pedestrian lift bridge connecting Oak Grove park in Fargo with Memorial Park in Moorhead. It will replace the current bridge, be located in the same area, and be similar in appearance and operation to the Lindenwood-Gooseberry Park Pedestrian Bridge (ref attached drawings). Pertinent project items of interest include the following:

Project Budget Details:

- The current cost estimate (attached) is $1.383 M.
- According to the subject agreement, NDDOT, using federal funds, will fund up to 80.93% of the total eligible project cost, up to $670,000.
- The Cities of Fargo and Moorhead will fund the balance (split).
- The Fargo share should be approximately $357,000.

Agreement Details:

City of Fargo Contracting and Construction Obligations:

- Comply with Disadvantaged Business Enterprise (DBE) requirements.
- Comply with the Required Contract Provisions (23 CFR Part 633) and Construction and Maintenance (23 CFR Part 635) requirements.
- Construct in conformance with the construction contract.
- Construct in conformance with the approved environmental documents.
- Comply with requirements of Appendices A and E of the Title VI Assurances.
- At ten weeks prior to bid opening, submit final plans to NDDOT; certify that right-of-way has been acquired; provide NDDOT with the permits/agreements authorizing utilities to be continued in the right-of-way; and provide NDDOT with all required permits and clearances.
- Review bids.
- Execute the construction contract.
- Distribute copies of the executed contract to NDDOT and prime contractor.
- Provide Engineering services, materials testing, and inspection services.
- Keep all project records and documentation.
- Make all project records available to the NDDOT and Federal Highway Administration (FHWA) for inspection.

- Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation.

City of Fargo Post-Construction Obligations:

- Control the length and location of curb openings for access – NOT APPLICABLE.
- Maintain the signing and marking.
- Restrict the speed limit – NOT APLICABLE.
- Prohibit double parking and diagonal parking – NOT APPLICABLE.
- ***Provide maintenance to the completed project at its own cost and expense. According to the "Bridge Maintenance Agreement" between the City of Moorhead, City of Fargo, the Park District of the City of Fargo, and Clay County, the operations and maintenance of this bridge will be the responsibility of the City of Moorhead (likewise, the Fargo Park District will be responsible for the operations and maintenance of the Lindenwood-Gooseberry bridge).***

NDDOT Contracting and Construction Obligations:

- Procure federal funds for construction.
- Prepare the bid proposals.
- Evaluate the bids.
- Tabulate the bids.
- Concur in the award of the contract.
- Distribute copies of the plans.
- Make all contract payments on behalf of the City.

NDDOT Post-Construction Obligations: NONE

This project will be bid in Bismarck on November 17, 2017. The project is scheduled for construction in 2018.

Recommended Motion

Approval of the subject Cost Participation, Construction, and Maintenance Agreement.

JMG/klo
Attachments

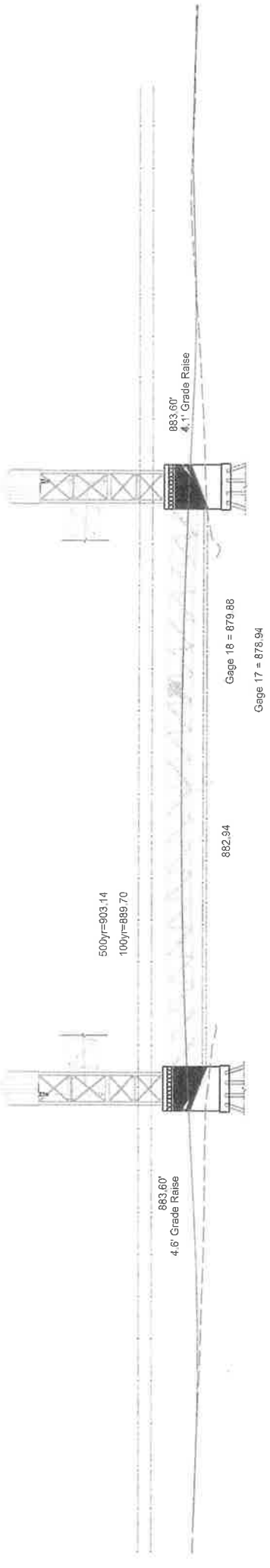
7/31/2017

ENGINEER'S COST ESTIMATE
FOR
Oak Grove / Memorial Pedestrian Bridge
Fargo, ND

SPEC. No.	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	TOTAL PRICE
103	CONTRACT BOND	L SUM	1.000	$7,150.00	$7,150.00
202	REMOVAL OF STRUCTURE	L SUM	1.000	$26,650.00	$26,650.00
202	REMOVAL OF PAVEMENT	SY		$9.80	$0.00
202	SAW BITUMINOUS SURFACING - FULL DEPTH	LF		$7.40	$0.00
203	COMMON EXCAVATION - TYPE A	CY		$19.50	$0.00
203	TOPSOIL	CY		$21.80	$0.00
203	TOPSOIL - IMPORTED	CY		$57.90	$0.00
203	BORROW - EXCAVATION	CY		$18.40	$0.00
210	CLASS I EXCAVATION	L SUM	1.000	$7,475.00	$7,475.00
210	FOUNDATION PREPARATION	EA	1.000	$42,250.00	$42,250.00
302	SALVAGED BASE COURSE	CY		$42.90	$0.00
602	CLASS AE-3 CONCRETE	CY	160.000	$755.30	$120,848.00
612	REINFORCING STTEL - GRADE 60	LBS	26500.000	$1.50	$39,750.00
616	STRUCTURAL STEEL	LBS	55632.000	$4.70	$261,470.40
622	STEEL PILING HP 10 X 42	LF	2640.000	$42.60	$112,464.00
622	SHEET PILE	SF	1400.000	$50.00	$70,000.00
622	PRECAST PILING CAP	EA	1.000	$12,000.00	$12,000.00
624	PEDESTRIAN FENCE	LF	80.000	$150.00	$12,000.00
702	MOBILIZATION	L SUM	1.000	$55,770.00	$55,770.00
704	FLAGGING	MHR		$38.40	$0.00
704	TRAFFIC CONTROL SIGNS	UNIT		$2.90	$0.00
704	TYPE III BARRICADE	EA		$114.40	$0.00
708	RIPRAP - LOOSE ROCK	CY		$89.70	$0.00
708	FLOTATION SILT CURTAIN	LF		$33.50	$0.00
708	FIBER ROLLS 6IN	LF		$3.20	$0.00
708	SEEDING - HYDRO MULCH	SY		$2.60	$0.00
708	ECB TYPE 2	SY		$2.20	$0.00
709	GEOTEXTILE FABRIC - TYPE RR	SY		$5.90	$0.00
750	SIDEWALK CONCRETE 4IN	SY		$46.80	$0.00
752	TEMPORARY SAFETY FENCE	LF		$5.50	$0.00
754	FLAT SHEET FOR SIGNS - TYPE 3A REFL SHEETING	SF		$28.60	$0.00
754	STEEL GALV POSTS - TELESCOPING PERFORATED TUBE	LF		$18.60	$0.00
930	BRIDGE BENCH MARKS	SET	1.000	$3,640.00	$3,640.00
930	RELOCATE TRUSS BRIDGE	L SUM	1.000	$39,650.00	$39,650.00
930	PEDESTRIAN BRIDGE - PRE - FAB	EA	1.000	$297,050.00	$297,050.00
930	ANTI - GRAFFITI COATING	SF		$3.60	$0.00
990	ELECTRICAL SERVICE	L SUM	1.000	$274,300.00	$274,300.00
	APPROXIMATE DECK AREA:	SQ FT	1,980		

TOTAL ESTIMATED PROJECT COST (YEAR 2017 DOLLARS): **$1,382,467.40**

TOTAL ESTIMATED PROJECT COST PER SQUARE FOOT OF DECK: **$698.22**


883.60'
4.1' Grade Raise
Gage 18 = 879.88
Gage 17 = 878.94
882.94
500yr=903.14
100yr=889.70
883.60'
4.6' Grade Raise



NDDOT Copy

NDDOT Contract No. 38170624

North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
URBAN FEDERAL AID PROJECT

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Pamela Wenger	Telephone: 701-328-4787

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only. **FHWA Authorization date:**

Project No. TAU-8-984(154)157 City of Fargo
Location: FARGO OAK GROVE PED LIFT BRIDGE
Type of Improvement: Pedestrian Lift Bridge **Length:**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the city of Fargo, North Dakota, hereinafter referred to as the City, who agree that:

It is in the best interest of both parties to have the City construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the City with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The City agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of $670,000. The balance of the project cost is the obligation of the City.

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

Federal funds may not be obligated by the City, prior to FHWA approval of the program documents for the project.

PART I

City Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.
   The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

   Include the following paragraph verbatim in any subcontracts they sign relative to this project:

   > The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.

3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways.

4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.

5. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.

PART II

Contracting and Construction:

1. Ten weeks before the bid opening date the City will:

   a. Submit the final plans to NDDOT.

   b. Certify that the right of way has been acquired in its name and at its sole expense, and in conformity with state and federal law and NDDOT's current edition of *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects.*

   c. Provide NDDOT with the permit or agreement authorizing utility facilities to be installed or continued on, under or over the right of way.

   d. Provide NDDOT with all permits or clearances required for the construction of the project by state or federal law.

2. On behalf of the City, NDDOT will:

a. Prepare the bid proposals, print and distribute the proposals and plans, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.

b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.

c. Tabulate the bids and send to the City.

d. Concur in the award of the contract, after the City has executed the contract, for the sole purpose of enabling the City to procure federal aid for the construction of the project.

e. Distribute copies of the plans to the parties.

3. The City will:

a. Review bids to determine the lowest responsible bidder.

b. Execute the contract.

c. Distribute copies of the executed contract and contract bond to NDDOT and the prime contractor.

4. During the construction of the project, the City will:

a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction.*

b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System.*

c. Make all records available to NDDOT and FHWA for inspection upon request. The City will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the City.

d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the City agrees to:

1. Control the length and location of curb openings for access. The width of such access opening shall not exceed that shown on the plans. Additional access points will be allowed on the project if the design adequately considers all effects the access point will have on the entire traffic corridor. If the traffic corridor intersects a state highway, the City must justify to NDDOT that any new access allowed

will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

2. Maintain the signing and marking of the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.

3. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.

4. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

5. Provide maintenance to the completed project at its own cost and expense.

6. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the City. Payment will be made upon receipt of the engineer's estimate. The City will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

   If the City fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the City, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the City out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

3. No official, employee, or other person performing services for the City who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the City shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the City, and such officer, employee, or person has not participated in such acquisition for and in behalf of the City.

4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than $750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer	Jeremy M. Gorden
ND Department of Transportation	City of Fargo
608 East Boulevard Avenue	200 N 3rd Street
Bismarck, ND 58505-0700	Fargo, ND 58102

7. The City is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The City, by the signature below of its authorized representative, hereby acknowledges that the City has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Executed by the City of Fargo, North Dakota, the date last below signed.

APPROVED:

Erik Johnson
CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of Fargo

*

Dr. Timothy Mahoney
NAME (TYPE OR PRINT)

SIGNATURE

* Mayor
TITLE

DATE

ATTEST:

Steve Sprague
CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor or President City Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 8-15

NDDOT
North Dakota
Department of Transportation

Project TAU-8-984(154)157

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the City of Fargo will provide non-federal funds, whose source is identified below, as match for the amount the City is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by City. Please designate the source(s) of funds in the city budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source: Special Assessments & Sales Tax funds

Executed at Fargo, North Dakota, the last date below signed.

ATTEST:

Steve Sprague
CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

City of Fargo

Dr. Timothy Mahoney
NAME (TYPE OR PRINT)

SIGNATURE

* Mayor
TITLE

DATE

*Mayor or President of City Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 8-15

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: **State** – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

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

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$250,000 per person** and **$500,000 per occurrence**. The minimum limits of liability required of the State are **$250,000 per person** and **$1,000,000 per occurrence**.
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $250,000 per person and $1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 5-09

NDDOT
North Dakota
Department of Transportation

(28)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. QN-17-A1
NDDOT Project No. TAU-8-984(154)157, PCN 21690

Type: Approval of Environmental Clearance Document & Preferred Alternative

Location: Oak Grove/Memorial Parks Area over the Red River

Date of Hearing: 8/7/2017

Routing	Date
City Commission	8/14/2017
PWPEC File	X
Project File	Ron Solberg

The Committee reviewed communication from Transportation Division Engineer, Jeremy Gorden, regarding the Environmental Clearance Document, a Documented Categorical Exclusion or DCE associated with the upcoming pedestrian bridge replacement project on the Oak Grove/Memorial Parks Bridge over the Red River. Staff has coordinated with the Fargo Park District, the City of Moorhead and River Keepers, and is recommending approval.

On a motion by Mark Bittner, seconded by Steve Sprague, the Committee voted to recommend approval of the attached Categorical Exclusion and with the selection of Alternative B as the preferred alternative, and send this approved DCE to the NDDOT for their concurrence.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the DCE and select Alternative B as the preferred alternative, and send this approved DCE to the NDDOT for their concurrence.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: N/A

	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	Present	Yes	No	Unanimous
				☑
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	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

CITY OF Fargo

ITEM 7

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

Memo

August 3, 2017

To: PWPEC

From: Jeremy Gorden, P.E., PTOE
Division Engineer - Transportation

Subject: Approval of Documented Categorical Exclusion (DCE) for the Oak Grove Pedestrian Lift Bridge project
City of Fargo Improvement District No. QN-17-A1
North Dakota Department of Transportation (NDDOT) Project No. TAU-8-984(154)157, PCN 21690

Introduction

I am requesting approval of the subject document. In support of this request, attached is the executive summary of the subject DCE written by SRF Consulting Group. This project replaces the existing Oak Grove –Memorial Park pedestrian lift bridge with a new bridge, similar in design and operation to the previously constructed Lindenwood-Gooseberry Park pedestrian lift bridge. There are minimal anticipated environmental impacts associated with the construction of this project, as noted in the CATEX Executive Summary.

Required decisions and recommendations are as follows:

1. Do you concur with the project concept? Recommendation is "yes".
2. Which alternative should proceed with the project? Recommendation is Alternative "B", the bridge construction for $1.383M.

With the decisions noted above, the cost split for construction of the project would be approximately $357,000 for the City of Fargo, the same for the City of Moorhead, and $670,000 in federal funding provided by the NDDOT. Once constructed, per the "Bridge Maintenance Agreement" between the City of Fargo, City of Moorhead, Fargo Park District, and Clay County; the City of Moorhead will be solely responsible for the operations and maintenance of the bridge (conversely, per agreement, the Fargo Park District is solely responsible for the operations and maintenance of the Lindenwood –Gooseberry bridge).

Project Decisions/Approvals

Included in the executive summary is the "Executive Decisions" Section (page 17), which has been approved and signed by Mr. Mark Bittner, the City Engineer. I am requesting and recommending PWPEC and the City Commission approve this document and project, as well. This document (DCE) will also be forwarded to the NDDOT for their review and anticipated concurrence. The Deputy Director for Engineering of the NDDOT will have the final decision regarding NDDOT funding for this project.

Project Schedule

The project design, by SRF Consulting Group, is nearly complete. The final plans are due by mid-August; the project has a tentative bid opening in Bismarck on November 17, 2017.

Recommended Motion

I recommend approval of the attached Documented Categorical Exclusion, with the selection of Alternative B for construction of a new pedestrian lift bridge connecting Oak Grove Park in Fargo to Memorial Park in Moorhead.

JMG/klo
Attachments

DOCUMENTED CATEX

PEDESTRIAN AND BICYCLE BRIDGE IMPROVEMENT

Project No.	PCN
TAU-8-984(154)157	21690

Oak Grove/Memorial Pedestrian and Bicycle Bridge over the Red River
City of Fargo, Cass County, ND

Prepared by

CITY OF FARGO
NORTH DAKOTA
Mark Bittner, PE – City Engineer

Principal Author: SRF Consulting Group, Inc.
Environmental Reviewer: Kent Leben
August 2017

23 USC § 409
NDDOT Reserves All Objections

TAU-8-984(154)157

PEDESTRIAN BRIDGE OVER RED RIVER BETWEEN OAK GROVE PARK AND MEMORIAL PARK, CITY OF FARGO

CERTIFICATION

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the State of North Dakota. This document was originally issued and sealed by Jonathan Morgenroth, Registration number PE-6872 on 8/1/2017 and the original document is stored at the City of Fargo.



Jonathan Morgenroth, P.E.

8-1-2017
Date

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Appendix I	Bridge Clearance Correspondence

Documents Appended by Reference and Available on Request thru the NDDOT Filenet

Wetland Delineation Report
Cultural Resources Report
Public Involvement Report

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I. Executive Summary

A. Project Description

District: 8 – Fargo

Limits: The proposed project is located at the existing pedestrian and bicycle bridge over the Red River between the Cities of Fargo, North Dakota, and Moorhead, Minnesota. The bridge connects Oak Grove Park in Fargo to Memorial Park in Moorhead. **(Figure 1).**

Associated Project PCN(s) and Description(s):

- PCN 21690
- NDDOT Project No. TAU-8-984(154)157

Figure 1: Project Location Map



Project Area Map

OAK GROVE-MEMORIAL PARK PEDESTRIAN LIFT BRIDGE
Project Number 8-984(154)157, PCN 21690

SRF Consulting Group, Inc.

B. Project Schedule

Project: TAU-8-984(154)157, PCN 21690
Plans Complete: September 1, 2017
Bid Opening: November 17, 2017

C. Purpose of Project

The purpose of the proposed project is to maintain a safe pedestrian and bicycle crossing of the Red River between the cities of Fargo and Moorhead, and to increase the availability of the bridge to the traveling public during periods of flooding. The project will consist of new bridge construction, raised abutments, raised trail approaches, enhanced design and safety features, and installation of a mechanical lift system. The purpose of installing a lift mechanism is to eliminate the need to use large cranes to remove and replace the bridge from its abutments during flood events.

D. Need for Project

The proposed pedestrian and bicycle bridge improvement is needed to increase the number of days the bridge is accessible, to improve the safety and reliability of the structure, enhance walkability in the urban core, and to protect the investment that the cities of Fargo and Moorhead have already made in the bike trail system. The improvement will provide a reliable option for people choosing to walk or bike for their daily commute, while enhancing recreational opportunities along the scenic river corridor and ensuring that the river amenity is accessible as often as possible.

Existing Conditions:

The existing structure is unavailable for long durations during the spring flooding and summertime spikes in water elevation due to heavy rainfall. Typically, the bridge is closed for about 90 days per year. When heavy rains or snow melt quickly increase the river gauge before the structure can be removed, floating debris is caught by the bridge, applying damaging forces to structure **(Figure 2).** Water, mud, and sediment deposited on the bridge deck renders the bridge unusable during and after these occurrences. The cranes currently used to remove and replace the bridges create bowing of the truss bottom chords, which is caused by the clamping forces of the equipment where it attaches to the structure. The duration of spring flooding is usually shorter than 30 days; however, it takes additional time to put the bridge back in place due to spring weight restrictions, which prohibit the transport of heavy equipment needed to replace the bridges. The repeated transport of this equipment to either side of the riverbank has resulted in damage to the approach trails **(Figure 3).**

Figure 2: Seasonal Flood Damage



Figure 3: Bridge Removal



Deficiencies:

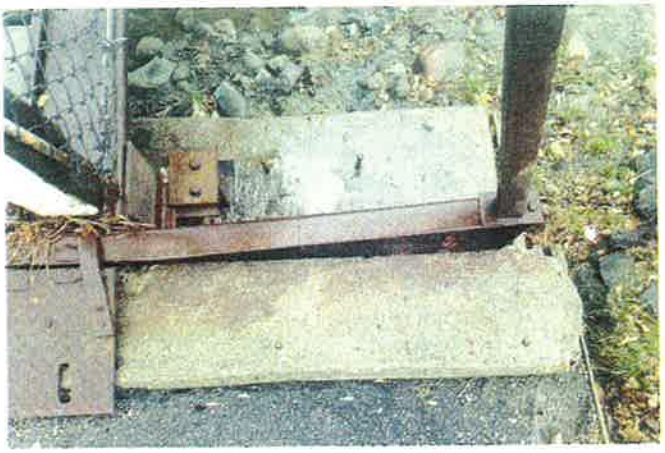
Clearance:

During seasonal flood events, the existing bridge must be manually raised and lowered out of the flood hazard area. This renders the bridge unusable for long durations during spring flood events and summertime spikes in water elevation. Low river clearance also presents an obstacle to kayakers and canoers, who frequently have to portage around the bridge.

Deck:

The treated timber decking on the bridge is showing signs of cracking, opening of timber joints, and loosening of attachments to the truss, resulting in the need to replace the bridge deck **(Figure 4).** It was built to 1977 design standards and does not meet current design standards for loading, width, height, and railing. Replacement of the bridge is necessary before the structure becomes unusable.

Figure 4: Bridge Condition



Lighting

There is no lighting on the current bridge. Lighting is needed to improve safety for pedestrian and bicycle passage at dawn, dusk, and nighttime.

Pedestrian and Bicycle Limitations:

Other river crossing options are available at 1st Avenue North, NP Avenue, and Main Avenue in Fargo, but their primary purpose is not to convey pedestrian and bicycle traffic between Fargo and Moorhead or promote recreational activity. These bridges carry heavy traffic volumes, posing safety concerns and air quality issues for recreational users. The NP/Center Ave bridge, in particular, can be unsafe for bicyclists. There is no sidewalk on the south side of the bridge. The north side of the facility includes a 4-foot sidewalk, which is separated from the road by a concrete wall with iron railing. Between the wall and the railing, there is not room for bicyclists and pedestrians to comfortably pass one another, and a crash or collision could result in severe injury. The Oak Grove/Memorial Park trail connection is vital for pedestrian and bicycle traffic between downtown Fargo and Moorhead.

E. Scope of Work

2017 Documented CatEx: $1,383,000

F. Description of Alternatives

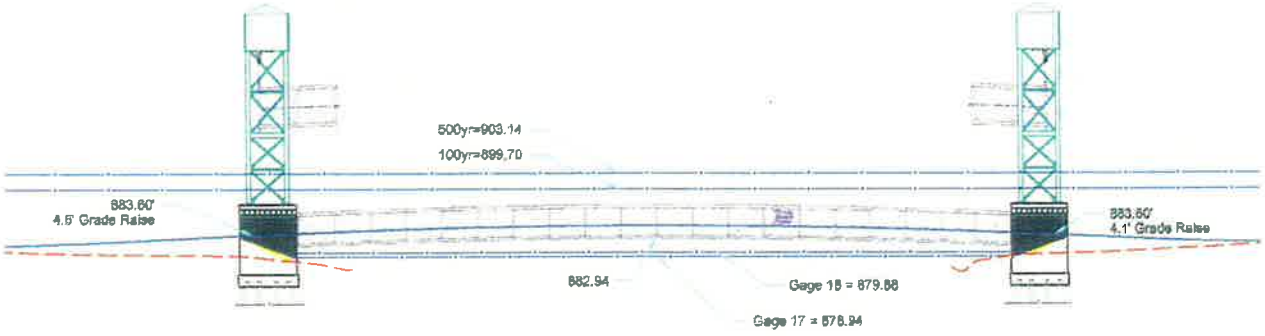
1. Alternative A: No Build

Alternative A - No Build would result in a continuation of the deficiencies as identified above. If the bridge is not replaced, there is no direct cost associated with constructing a replacement bridge. However, the ongoing costs of maintenance and removal/replacement with large cranes should be considered. The Fargo Parks District estimates that the current annual expense to operate and maintain the bridge is $2,500. This includes $2,000 to raise/lower the bridge and $500 for standard repairs. The cost for repairs would be significantly greater than $500 if the bridge were impacted by a flood. The cost to raise/lower the bridge would be effectively eliminated under Alternative B, and the cost to maintain the bridge could be reduced. The risk of flood damage is higher for Alternative A than for Alternative B, so Alternative B is assumed to result in additional cost savings over time.

2. Alternative B: Bridge Improvement

The proposed improvement to the bridges is partially based on the recommendations of the Lifespan and Replacement Study of the Fargo-Moorhead Bicycle/Pedestrian Bridges, completed in June 2006. The proposed improvement includes construction of a new bridge, new bridge abutments with pile foundations, enhanced bridge and approach lighting, and installation of a mechanical lifts at the Oak Grove/Memorial pedestrian and bicycle bridge over the Red River at its existing location.

Figure 5: Design Profile for Oak Grove/Memorial Park Bridge



The proposed build alternative would closely resemble the nearby Lindenwood/Gooseberry Pedestrian and Bicycle bridge, which also includes a lift mechanism to protect the bridge against flood events. The lift mechanism for the Oak Grove/Memorial pedestrian bridge would be permanently attached to the bridge. The lift will also be equipped with more automation features. Both of these features will be improvements over the design of the Lindenwood/Gooseberry bridge, which requires the rest bar to be manually cranked into position before the bridge can be raised.

The proposed lift mechanism would eliminate the need to use equipment to remove and replace the bridge during flood events, which has shown to cause damage to the existing bridge. The improvements will also substantially reduce the amount of time the bridge is unavailable during flood events, while increasing the number of days pedestrians and bicyclists can use the bridge each year.

Raising the bridge abutments by approximately 4 feet will increase the clearance of the bridge above the normal (non-flood stage) water elevation. Elevating the bridge and trails will ensure they remain dry and passable up to a river gauge height of 18 (the beginning of flood stage for the Red River). This will reduce the likelihood that river debris is caught on the bridge, increasing the number of days that pedestrians can use the bridge each year and prolonging the life of the bridge.

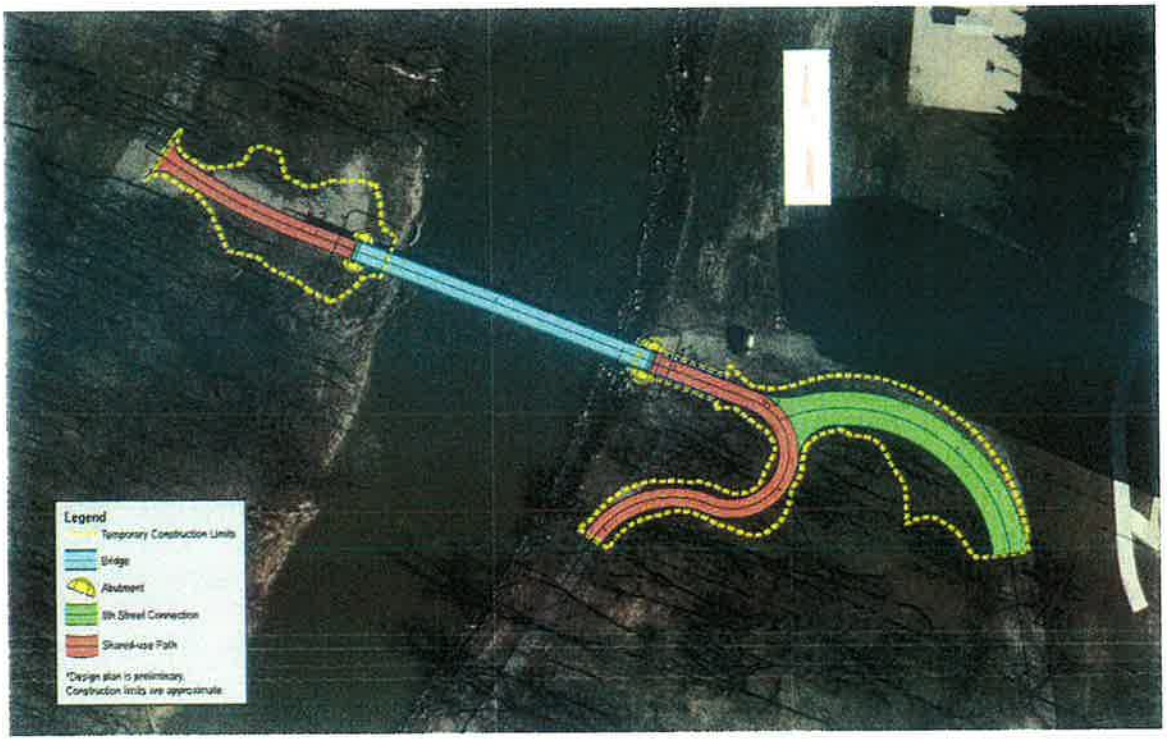
The bridge will be designed so that there is approximately 4 feet of clearance for watercraft to pass at a river gauge of 17. This will be a significant improvement over the Lindenwood/Gooseberry bridge, which has approximately 2 feet of clearance at river gauge 17. Providing additional clearance could increase use of this area of the river for recreational activities, even when water is high.

The new Oak Grove/Memorial Bridge would be constructed 165 feet long by 10 feet wide with weathering steel trusses and timber decking. The new bridge will meet current AASHTO design standards with a minimum loading of 85 pounds per square foot. The new bridge would be constructed in the same location as the existing bridge.

It is proposed that the lift mechanism would consist of steel piling, a concrete abutment, concrete base for ice protection, and a vertical truss system to provide lifting capability with an integral lifting mechanism. The vertical lifting capability would consist of a cable hoisting system powered by an electric motor. The hoisting system power lift would be provided to each end of the bridge in a manner that allows coordinated and simultaneous raising/lowering of each end of the bridge. The controls to raise and lower the bridges will be housed in a remote location at an elevation higher than the 500-year flood plain. The controls will be housed on the Moorhead side of the river.

Enhanced bridge and approach lighting of the pedestrian bridges will be provided from fixtures mounted on the lifting towers at an elevation that is not affected by spring flooding. The construction area will be limited to minimize impacts to trees and wetlands **(Figure 6).**

Figure 6: Approximate Construction Limits



3. Alternatives Considered but not Carried Forward

Bridge Improvement with River Access/Boat Ramp

This alternative is a modification of Alterative B: Bridge Improvement. It includes the bridge improvement as proposed in Alternative B as well as a proposed river access for small water craft (i.e., kayaks, canoes). In preliminary project correspondence, some agencies stated a desire for additional access to the Red River. This issue was first raised by the Minnesota Department of Natural Resources and has also been discussed with the River Keepers of Fargo-Moorhead and the Moorhead Fire Department. Planning and designing a boat ramp integral to the bridge project was proposed as way to meet regional recreation goals and improve emergency services for the Fire Department while consolidating planning efforts. The ramp was proposed on the east bank of the river. However, this location was deemed unsuitable for additional construction activities. The oxbow at the project site forces the flow of the river into the east bank, which increases the impact of erosion. Stakeholders decided to limit construction activities on this bank to mitigate erosion. Ultimately, the boat access was understood to be outside the scope of the project, and the river access alternative was discarded.

4. Traffic Control Work Zone Safety and Mobility

This project is designated as a non-significant project; therefore, the traffic control for the project will be summarized within this environmental document. This meets criteria for non-significant projects as outlined in the Work Zone Safety and Mobility Program. Proper signage and construction control barriers will be installed by the selected contractor.

5. Work Zone Traffic Control

Since the pedestrian and bicycle bridge will be unavailable for public use during construction of the new bridge and towers, a signed detour route will be included in the construction plans for pedestrians and bicyclists to follow to the nearest pedestrian and pedestrian crossing of the Red River. The detour will direct users to the First Avenue North Bridge.

6. Maintenance Responsibility Discussion

Responsibility for maintenance of the bridge is governed by an existing agreement between the Fargo Park District and the City of Moorhead.

7. Summary of Engineering Issues

In order to automate the process of lifting and lowering the bridge, two 40-ton electric hoists are being proposed for the project. The hoists will be located at the top of each tower and will be synchronized to ensure even lifting. The hoists will allow the City to easily lift and lower the bridge without the need to mobilize large equipment, which have prevented the bridge from being in service for long periods when access conditions are difficult after flooding. The power supply will be obtained from existing electrical service on the Moorhead side of the river.

The existing structure is 150 feet long. In order to achieve the desired elevation height, the new bridge will be 165 feet long. The width will also be expanded from 8 to 10 feet, enabling the bridge to accommodate an H-10 truck (20,000 lb. vehicle) in case of emergency. These improvements result in larger abutments and greater overall project footprint.

Additional stabilization along the embankment will be required to support the abutments as proposed. Approximately 60 feet of sheet pile retaining wall will be installed parallel to the existing trail.

8. Accommodation of Special Events

The bridge is used on the route for the Fargo Marathon and other races. Construction is scheduled to begin in winter 2017 and proceed through 2018. Construction will coincide with the Fargo Marathon, which takes place in the spring and utilizes the existing bridge as part of the course. The Director of Fargo Marathon Events has indicated that this race and other events which may be impacted throughout the construction period can be accommodated. Correspondence regarding conflicts with the Fargo Marathon is included in Appendix G, Event notification of temporary bridge closure.

9. Summary of Environmental Issues

- Section 4(f)

  Section 4(f) of the Transportation Act prohibits the Federal Highway Administration (FHWA) from authorizing actions that require the use of a Section 4(f) resource, including public parks, recreation areas, wildlife refuges or lands of historic significance, unless there are no prudent and feasible avoidance alternatives and the action includes all possible planning to minimize harm.

  As public recreational areas, Oak Grove Park (Fargo Park District, North Dakota side of the river) and Memorial Park (City of Moorhead, Minnesota side of the river) are both afforded protection under Section 4(f). However, under 23 CFR 774.13, FHWA has identified various exceptions to the requirements for Section 4(f) approval.

  One exception involves temporary occupancies of land that are so minimal as to not constitute a use within the meaning of Section 4(f) (23 CFR 774.13[d]). The proposed bridge improvement will involve the temporary occupation of a designated area in both parks with construction equipment. Letters from the Fargo Park District and the City of Moorhead concur with NDDOT's assessment that the project will not have an "adverse effect" on either park (Appendix E).

- Wetlands and Other Waters

  The bridge will result in minimal wetland impacts. The impacts will be minimized through project design and mitigated using an approved North Dakota State wetland bank. The new abutments will have a larger footprint than what exists currently, which is needed to support the increased length and width of the bridge. However, the abutment heights have been designed as tall as possible to minimize the footprints and volume of embankment fill that is needed..

  The project design will impact 0.04 acres of natural wetlands, which were determined to fall under the jurisdiction of the USACE. This impact requires mitigation in compliance with Executive Order 11990. On-site mitigation was considered, but the project site was deemed unsuitable due to the presence of a number of heritage oak trees. A second alternative was to restore a drained wetland in the City of Fargo. However, the city does not have a suitable site. Therefore, offsetting acreage will be established through the State of North Dakota, using the Vollrath 16/17 wetland mitigation bank.

- Tree Replacement

  Bridge construction will require tree removal from Oak Grove Park. A site survey was performed to gauge the impact of tree removal. It is anticipated that 16 trees will be removed Oak Grove Park on the west side of the river and that three (3) trees will be removed from Memorial Park on the east side. A 2:1 tree replacement ratio is required by the City of Fargo, with the site to be determined. The City of Moorhead is requiring replacement at a 1:1 ratio. Replacement trees will be planted in Memorial Park just north of the approach to the bridge. Correspondence

with the city parks departments regarding tree removal mitigation is included in Appendix F.

- Migratory Bird Considerations

  Because some trees and other vegetation will be impacted by this project, proper protections for migratory birds that may use such areas for nesting are included in the project's environmental commitments. Migratory bird protection requirements originate from the federal Migratory Bird Treaty Act and are implemented locally on this project through NDDOT special provision SP0004(14).

- Fisheries Resource

  The North Dakota Game and Fish Department requested that no construction activities take place in the river from April 15 to July 1. This period coincides with spawning season, and work should be restricted to protect the fisheries resource. In compliance with the agency's request, no work will take place in the river during the spawning period in 2017 or 2018.

Table 1 - Right of Way Summary

Alternatives	Temporary ROW Needed	Permanent ROW Needed	US Fish & Wildlife Property Interest?	US Forest Service Property Interest?
Alternative A	0 Acres	0 Acres	No	No
Alternative B	0 Acres	0 Acres	No	No

Table 2 – Summary of Estimated Costs

Alternatives	Approximate Cost
Alternative A – No Build	$0
Alternative B – Bridge Improvement	$1,383,000

G. Comments from the Documented Catex

Comments received from NDDOT review are included in Appendix H.

H. Public Concerns / Need for Public Input

Solicitation of views letters were mailed to local, state, and federal agencies with known or potential interests related to the project. The letters were mailed on November 4, 2016. Due to an error in the general letter, the letters were revised and resent on November 9, 2016. A separate advocacy letter was emailed to the Fargo-Moorhead River Keepers on November 8, 2016.

A public input meeting was conducted on December 21, 2016, from 6-8 p.m. at the Fargo Commission Chamber in City Hall, Fargo. The meeting was advertised in a press release and a published advertisement in the Fargo Forum. Project representatives from the City of Fargo and the City of Moorhead were available to answer questions. Meeting materials can be found in the *Public Involvement Report*, which is appended by reference. Table 3 on page 12 documents public comments that were given at the meeting or expressed shortly thereafter.

Table 3 – Public Comments and Responses

Comment Number	Name (Representation)	Date of Comment	Comment Type	Comment	Response	Topic
1	Christine Holland (Fargo-Moorhead Riverkeepers)	12/21/2016	Verbal	Expressed desire to incorporate a boat ramp to provide additional access to canoes and kayaks.	Adding river access would benefit emergency responders and river recreationalists. However, the site is conducive to erosion, especially on the Moorhead side of the river, due to the oxbow immediately upstream that directs the river current into the east bank. Due to erosion potential, the decision was made to minimize disturbance along the riverbank and find a more suitable location to construct a river access.	Boat Access
2	Dan Farnsworth and Michael Maddox (FM Metro COG)	12/28/2016	Written (attached to Public Involvement Report)			
3	Bert McDonough (Moorhead City Fire Department)	1/05/2017	Email (attached to Public Involvement Report)	Expressed desire to incorporate a boat ramp to facilitate river access for emergency rescue craft.		
4	Sara Watson Curry (Moorhead City Council, Great Rides)	12/22/2016	Email (attached)	Requested that bridge access be maintained for the Streets Alive event on June 25, 2017	Construction cannot begin until July, after the fish spawning season has ended. Preliminary staging, if begun by June 25, would not obstruct the river crossing. However, the Streets Alive event may be a good opportunity to promote the project to the public.	Spawning Season

Comment Number	Name (Entity)	Date of Comment	Comment Type	Comment	Response	Topic
5	Kristie Leshovsky (Moorhead City Planning Department)	12/12/2016	Phone (attached to Public Involvement Report)	Confirmed that design of the 8th Street trail extension will occur in summer 2017, with construction in 2018. Confirmed that no alternative alignments have been identified.	Because no preliminary designs or alignment alternatives were carried forward at this time, the trail extension does not impact the design of the bridge.	Trail Connection
6	Dan Farnsworth and Michael Maddox (FM Metro COG)	12/28/2016	Written (attached to Public Involvement Report)	Expressed a desire to maximize bridge clearance for water recreationalists.	The proposed design will provide 8' of clearance at river gauge 7, approximately twice as much clearance as the Lindenwood/Gooseberry Bridge provides at the ordinary high water mark.	Bridge Clearance
7	Christine Holland (FM River Keepers)	12/21/2016	Verbal	Expressed a desire to maximize bridge clearance for water recreationalists.		
8	Mark Knutson (Fargo Marathon Events)	1/17/2017	Email (attached to Public Involvement Report)	Asked whether construction would disrupt Fargo Marathon.	Mr. Knutson responded that the marathon would not coincide with construction, and that any impacts to other races could be worked around.	Fargo Marathon
9	General Public	12/21/2016	Verbal	Stated that bridge lighting was not necessary because the Cities of Fargo and Moorhead technically prohibit park activity after dark. Eliminating lighting would reduce the cost of the bridge.	This comment concerns city codes in general. It is not germane to the project. The primary rationale for replacing the old bridge is to improve the safety of the facility. Dave Leker, Fargo City Forester, stated that the park ordinance was in place to ensure that the City would not be liable for criminal activity.	Lighting

Comment Number	Name (Entity)	Date of Comment	Comment Type	Comment	Response	Topic
10	General Public	12/21/2016	Verbal	Asked whether a lift bridge would be necessary to elevate the structure beyond the flood plain once the Fargo-Moorhead Diversion is constructed.	Even with the Diversion, the river gauge through downtown could be up to 35. Without the lift, the bridge would be elevated just above river gauge 18.	Bridge Elevation
11	General Public	12/21/2016	Verbal	Asked if the structure should be elevated to 100-year floodplain rather than the 500-year floodplain.	The USACE requires that the bridge be elevated to a height above the 500-year floodplain.	Flood Plain
12	General Public	12/21/2016	Verbal	Asked how the bridge would be special assessed.	After the meeting, the City of Fargo provided a figure to the consultant showing its proposed special assessment boundary. The district is bounded by 12th Ave North, University Drive, Main Ave., and the Red River. The email response from the City of Fargo is attached to the Public Involvement Report	Special Assessment
13	General Public	12/21/2016	Verbal	Asked who would be responsible for raising and lowering the bridge.	The Cities of Fargo and Moorhead will have joint responsibility through an existing agreement.	Jurisdiction

Table 4 – Comparison of Alternatives

Alternatives	Advantages	Disadvantages
Alternative A – No Build	• Lowest Cost (continued cost of maintenance and raising/lowering the bridge) • No wetlands impacts	• Does not meet project Purpose and Need • Does not address deterioration issues of bridge and trail approaches • Does not address impacts to the bridge and expense of mitigating against impacts during flood events
Alternative B – Bridge Improvement	• Improves bridge to withstand flood events • Most cost-efficient method to mitigate against flood events • Locally proven design to handle events • Meets purpose and need of project	• Most expensive alternative • Wetland impacts involved

I. Executive Decisions

1. Do you concur with the project concepts as proposed?

✓ Yes

_____ No

2. Which alternative should proceed with the project?

_____ Alternative A – No-Build Alternative ($0.00)

✓ Alternative B – Bridge Improvement ($1,383,000)

Amendments/Comments for Project No. TAU-8-984(154)157:

Mark Bittner

Mark Bittner, P.E., City Engineer

8-1-17

Date

I. Environmental Impact Checklist

29

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. AN-17-G Type: Alley Reconstruction Request

Location: Between 2nd and 4th Avenues N
Between Broadway and Roberts St

Date of Hearing: 5/1/2017

Routing	Date
City Commission	8/14/2017
PWPEC File	X
Project File	Thomas Knakmuhs, Kristy Schmidt

The Committee reviewed a communication from City Engineer, April Walker, regarding a petition that was submitted requesting that the alley identified above be paved in the 2017 construction season. Due to the large number of alley requests, staff is recommending that a consultant be secured to perform this design work through the Master Services Agreement. There is some question as to the desire of the requestor to have unique features added that are not customary in alleys, such as pedestrian areas adjacent to the buildings that would be set apart from the rest of the alley by adding colored concrete.

Staff discussed the potential difficulties of providing a surface that would meet the minimum pedestrian cross slope of 2% and still allow for accommodation of all of the existing building heights. It was recommended that all alley facing store fronts be required to have a secondary access that meets ADA requirements because this may not be possible in the alley.

There was discussion about the provision of dumpster management to further facilitate the goals of pedestrian friendly and maintainable alleys with an appropriate clear driving width. It was suggested that the private properties take on the appropriate coordination with dumpster owners.

There was discussion about the burying of the power lines coincident to this construction. This is possible, provided the owner of the facility makes a request prior to the advertising of the project. If this occurs, language can be added to the contract to provide for coordination between the utility company and the City's contractor.

Staff is recommending approval of the addition of this work to the 2017 CIP and authorization to seek consultant assistance to provide for the design and construction administration.

On a motion by Ben Dow, seconded by Steve Dirksen, the Committee voted to recommend approval of the addition to the 2017 CIP with the assistance of a consultant to design and manage construction.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the creation of AN-17-G to provide for the design and construction of the alley in 2017 with the assistance of a Consultant.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: 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	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
April Walker, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

April E. Walker, P.E., C.F.M.
City Engineer

C: Kathy Volk

Item 6

THE CITY OF Fargo FAR MORE

Memorandum

To: Members of PWPEC

From: April E. Walker, PE., C.F.M. City Engineer

Date: April 26, 2017

Subject: Alley Paving Petition for Improvement District AN-17-G

Location: Between 2nd and 4th Avenues North

Attached you will find a copy of a petition for an alley paving between 2nd and 4th Avenues North. We have determined that the petition represents 58.75% of the property impacted.

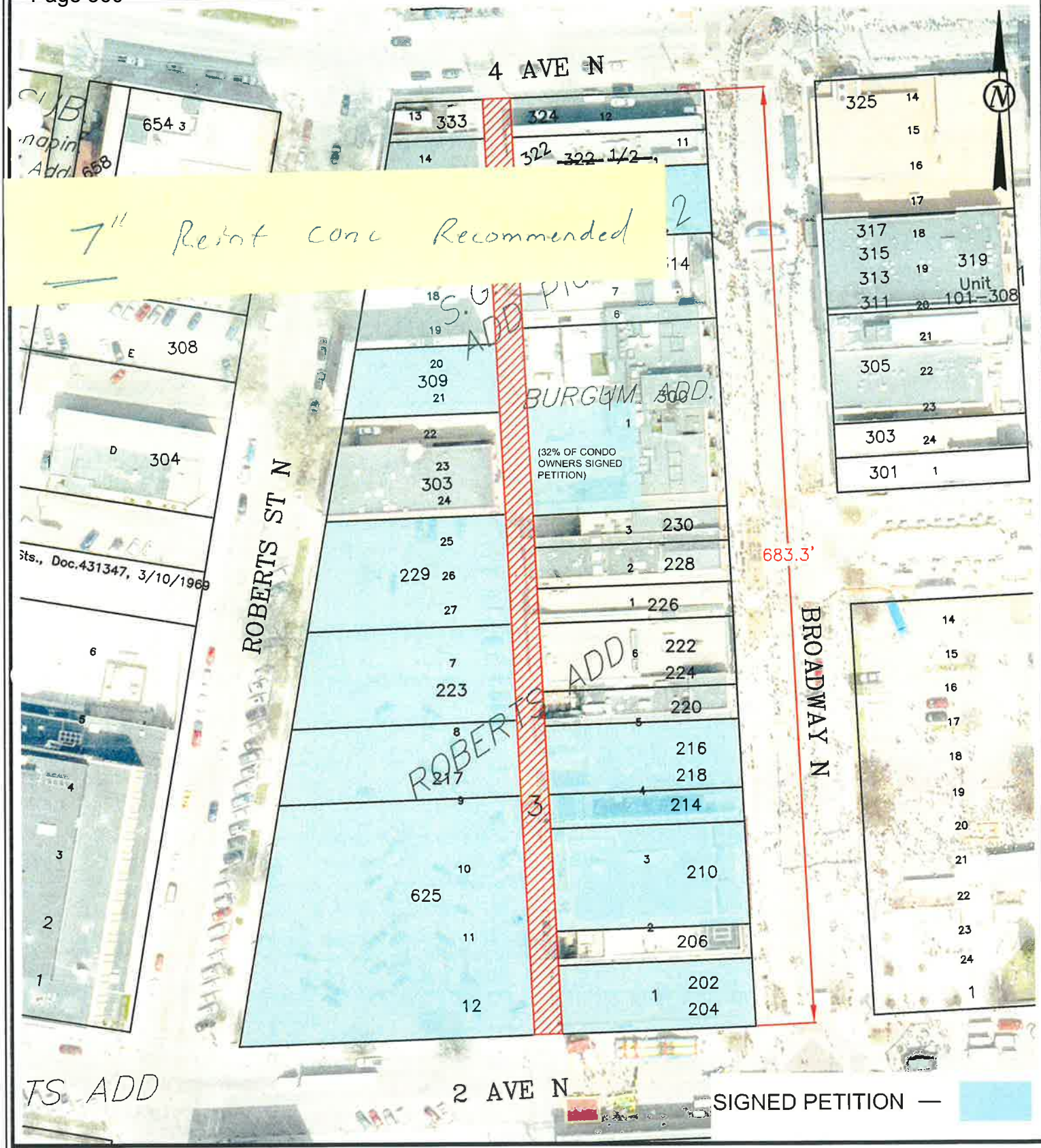
Staff is recommending approval of the petition and seeking permission to create an Improvement District to provide for the construction of the alley in the 2017 construction season. It is recommended that the alley be constructed of 7" reinforced concrete. 100% of the cost will be special assessed. There has been an ongoing discussion regarding the desire to have the overhead power lines buried concurrently with the reconstruction project. The reconstruction will not include the burying of the privately owned overhead power lines. Should the owner of those lines wish to provide for burying during this construction project, and they are able to provide written notice of this intention prior to the advertisement for bid, then language shall be included in the bid documents to provide for coordination with that private contractor.

In addition, prior to advertisement for bid, the City will need an agreement with the Robert's Ramp that their contractor shall be directed to vacate the public alley for a period of 30-45 days to facilitate the paving adjacent to their current construction area.

Engineering does not currently have the capacity to design this project in house and would seek an outside consultant to complete the design, and possibly the construction management.

Recommended Motion:
Approve the creation of Improvement District AN-17-G for the removal and replacement of the public alley between Roberts Street and Broadway, between 2nd and 4th Avenues North in Robert's Addition.

AEW/kdv



IMPROVEMENT DIST. AN-17-?1
^LLEY PAVING REQUEST

SUBMITTED BY: Mike Zimney, Kilbourne Group, 210 Broadway N
LOCATION: 2nd to 4th Ave N between Broadway and Roberts St N
SUPPORT: 58.75% of the property owners abutting Alley signed attached Petition

To the Board of Commissioners of the City of Fargo, North Dakota,

We, the undersigned, do hereby certify that we own the lots or parcels of land corresponding to the addresses following each name subscribed hereto, and

We respectfully petition the Board of Commissioners to take such action as may be required by law to construct:

Reconstruct the alley (paving and storm sewer) west of Broadway between 2nd – 4th Ave

at the location described following: Roberts Alley – 2nd to 4th Ave N

And by our signatures affixed hereto declare that we understand and agree that the funds necessary to defray the cost and expense of such Special Improvement shall and will be provided by and from special assessments levied against property benefited by such improvement.

Submitted by: Mike Zimney

Address: 210 Broadway N – Suite 300

Telephone No: 701.237.2279

admin\forms\PetitionForm

SIGNATURE of Legal Owner	PRINTED OWNER NAME	LEGAL OWNER	ADDRESS	PIN
Attachment #2		VFW CLUB OF FARGO	202 BROADWAY N	01-2381-00440-000
		OELUCK, INC	206 BROADWAY N	01-2381-00450-000
	Mike Allmendinger	LORETTA LLC	210 BROADWAY N	01-2381-00461-000
	Mike Allmendinger	LORETTA LLC	212 BROADWAY N	01-2381-00461-000
Kari J Hanson	Kari J. Hanson	HANSON PROPERTIES LLC	214 BROADWAY N	01-2381-00480-000
	JADE NIELSEN	JOHNSON BLOCK 1900 LLC	216 BROADWAY N	01-2381-00490-000
	Mike Allmendinger	DFI ROBERTS LLC	217 ROBERTS ST N	01-2381-00548-000
		RENAISSANCE PTNRS LTD PTSHP	220 BROADWAY N	01-2381-00510-000
		RENAISSANCE PTNRS LTD PTSHP	220 BROADWAY N	01-2381-00510-000
		HAMMETT INVESTMENTS LLC	222 BROADWAY N	01-2381-00520-000
attached #1		DILLARD LLP	223 ROBERTS ST N	01-2381-00530-000
		THREE STAR INVESTORS LLC	226 BROADWAY N	01-2460-00010-000
		C/D AML HOLDINGS LLC	228 BROADWAY N	01-2460-00020-000
attached #1		DILLARD LLP	229 ROBERTS ST N	01-2460-00220-000
		EHLEN, PHYLLIS E	230 BROADWAY N	01-2460-00030-000
	Mike Allmendinger	~~POGHADE II LLC~~ DFI 300 BW LLC	300 BROADWAY N UNIT 101	01-8397-00010-008
	Mike Allmendinger	~~POGHADE II LLC~~ DFI 300 BW LLC	300 BROADWAY N UNIT 102	01-8397-00010-009
		SCHWERT, DONALD P	300 BROADWAY N UNIT 103	01-8397-00010-010
	Mike Allmendinger	DFI 300 BROADWAY LLC	300 BROADWAY N UNIT 104	01-8397-00010-011
		C/D FARGO THEATRE MANAGEMENT (THE)	300 BROADWAY N UNIT 105	01-8397-00010-012
		CHRISTIANSON, SANDRA V	300 BROADWAY N UNIT 201	01-8397-00010-013
		SAWARDEKER, PRASAD J	300 BROADWAY N UNIT 202	01-8397-00010-014
		ORMBRECK, HARLAN & SHARON	300 BROADWAY N UNIT 203	01-8397-00010-015
		SCHWERT, DONALD P T/O/D	300 BROADWAY N UNIT 204	01-8397-00010-016
		KERBER, BEVERLY D	300 BROADWAY N UNIT 205	01-8397-00010-017
		MOLBERT, LAURIS N T/O/D	300 BROADWAY N UNIT 301	01-8397-00010-030
		KOLSTAD, MARK A & SUSAN O	300 BROADWAY N UNIT 303	01-8397-00010-020
		SHARON D MADSON RLT	300 BROADWAY N UNIT 304	01-8397-00010-021
		RILEY, KEVIN JEROME & KATHLEEN JEAN	300 BROADWAY N UNIT 305	01-8397-00010-022
		COURSEY, RICHARD L JR	300 BROADWAY N UNIT 306	01-8397-00010-023
		STARK, CHAD W & JENNIFER A	300 BROADWAY N UNIT 401	01-8397-00010-024
	Mike Allmendinger	KILBOURNE GROUP LLC	300 BROADWAY N UNIT 404	01-8397-00010-031
	Cameron Knutson	KNUTSON, CAMERON M	300 BROADWAY N UNIT 405	01-8397-00010-027
		JOHNSON, TERRY D	300 BROADWAY N UNIT 406	01-8397-00010-028
		MADSON, SHARON D RLT	300 BROADWAY N UNIT P1	01-8397-00010-001
		C/D MOLBERT, LAURIS N TRUST	300 BROADWAY N UNIT P2	01-8397-00010-002
		ORMBRECK, HARLAN & SHARON	300 BROADWAY N UNIT P3	01-8397-00010-003
		COURSEY, RICHARD L JR	300 BROADWAY N UNIT P4	01-8397-00010-004

	Mike Allmendinger	~~ROCH~~ ~~LLC~~ DFI 300 BW LLC	300 BROADWAY N UNIT P5	0[illegible]7-00010-005
	Mike Allmendinger	~~POCHA LE II LLC~~ DFI 300 BW LLC	300 BROADWAY N UNIT P6	01-8397-00010-006
	Mike Allmendinger	DFI 300 BROADWAY LLC	300 BROADWAY N UNIT P7	01-8397-00010-007
		RENAISSANCE PTNRS LTD PTSHP	303 ROBERTS ST N	01-2460-00205-000
		RENAISSANCE PTNRS LTD PTSHP	303 ROBERTS ST N	01-2460-00205-000
	Mike Allmendinger	DFI SMITH FOLLETT & CROWL LLC	309 ROBERTS ST N	01-2460-00180-000
	Mike Allmendinger	DFI SMITH FOLLETT & CROWL LLC	309 ROBERTS ST N	01-2460-00180-000
		FARGO THEATRE MANAGEMENT CORP	314 BROADWAY N	01-2460-00087-000
		FLOORING PROPERTIES II, LLP	317 ROBERTS ST N	01-2460-00155-000
	Brian J. Hayer	WARNER INVESTMENT CORP	318 BROADWAY N	01-2460-00110-000
		CENTRAL BILLING INC	322 BROADWAY N	01-2460-00120-000
		CENTRAL BILLING INC	324 BROADWAY N	01-2460-00130-000
		ROBERTS STREET CHAPEL LLC	333 ROBERTS ST N	01-2460-00140-000
	Mike Allmendinger	DFI ROBERTS LLC	625 2 AVE N	01-2381-00548-000

Attachment #1

SIGNATURE of Legal Owner	PRINTED OWNER NAME	LEGAL OWNER	ADDRESS	PIN
		VFW CLUB OF FARGO	202 BROADWAY N	01-2381-00440-000
		OELUCK, INC	206 BROADWAY N	01-2381-00450-000
		LORETTA LLC	210 BROADWAY N	01-2381-00461-000
		LORETTA LLC	212 BROADWAY N	01-2381-00461-000
		HANSON PROPERTIES LLC	214 BROADWAY N	01-2381-00480-000
		JOHNSON BLOCK 1900 LLC	216 BROADWAY N	01-2381-00490-000
		DFI ROBERTS LLC	217 ROBERTS ST N	01-2381-00548-000
		RENAISSANCE PTNRS LTD PTSHP	220 BROADWAY N	01-2381-00510-000
		RENAISSANCE PTNRS LTD PTSHP	220 BROADWAY N	01-2381-00510-000
		HAMMETT INVESTMENTS LLC	222 BROADWAY N	01-2381-00520-000
Ann Olheiser, AVP US Bank Nat'l Assn as Agent	Ann Olheiser	DILLARD LLP	223 ROBERTS ST N	01-2381-00530-000
		THREE STAR INVESTORS LLC	226 BROADWAY N	01-2460-00010-000
		C/D AML HOLDINGS LLC	228 BROADWAY N	01-2460-00020-000
Ann Olheiser AVP US Bank Nat'l Assn as Agent	Ann Olheiser	DILLARD LLP	229 ROBERTS ST N	01-2460-00220-000
		EHLEN, PHYLLIS E	230 BROADWAY N	01-2460-00030-000
		POCHADE II LLC	300 BROADWAY N UNIT 101	01-8397-00010-008
		POCHADE II LLC	300 BROADWAY N UNIT 102	01-8397-00010-009
		SCHWERT, DONALD P	300 BROADWAY N UNIT 103	01-8397-00010-010
		DFI 300 BROADWAY LLC	300 BROADWAY N UNIT 104	01-8397-00010-011
		C/D FARGO THEATRE MANAGEMENT (THE)	300 BROADWAY N UNIT 105	01-8397-00010-012
		CHRISTIANSON, SANDRA V	300 BROADWAY N UNIT 201	01-8397-00010-013
		SAWARDEKER, PRASAD J	300 BROADWAY N UNIT 202	01-8397-00010-014
		ORMBRECK, HARLAN & SHARON	300 BROADWAY N UNIT 203	01-8397-00010-015
		SCHWERT, DONALD P T/O/D	300 BROADWAY N UNIT 204	01-8397-00010-016
		KERBER, BEVERLY D	300 BROADWAY N UNIT 205	01-8397-00010-017
		MOLBERT, LAURIS N T/O/D	300 BROADWAY N UNIT 301	01-8397-00010-030
		KOLSTAD, MARK A & SUSAN O	300 BROADWAY N UNIT 303	01-8397-00010-020
		SHARON D MADSON RLT	300 BROADWAY N UNIT 304	01-8397-00010-021
		RILEY, KEVIN JEROME & KATHLEEN JEAN	300 BROADWAY N UNIT 305	01-8397-00010-022
		COURSEY, RICHARD L JR	300 BROADWAY N UNIT 306	01-8397-00010-023
		STARK, CHAD W & JENNIFER A	300 BROADWAY N UNIT 401	01-8397-00010-024
		KILBOURNE GROUP LLC	300 BROADWAY N UNIT 404	01-8397-00010-031
		KNUTSON, CAMERON M	300 BROADWAY N UNIT 405	01-8397-00010-027
		JOHNSON, TERRY D	300 BROADWAY N UNIT 406	01-8397-00010-028
		MADSON, SHARON D RLT	300 BROADWAY N UNIT P1	01-8397-00010-001
		C/D MOLBERT, LAURIS N TRUST	300 BROADWAY N UNIT P2	01-8397-00010-002
		ORMBRECK, HARLAN & SHARON	300 BROADWAY N UNIT P3	01-8397-00010-003
		COURSEY, RICHARD L JR	300 BROADWAY N UNIT P4	01-8397-00010-004

Attachment # 2

ROBERTS ALLEY

SIGNATURE of Legal Owner	PRINTED OWNER NAME	LEGAL OWNER	ADDRESS	PIN
		DFI 102 BROADWAY LLC	102 BROADWAY N	01-2381-00280-000
		DFI BLACK BUILDING LLC	110 BROADWAY N	01-2381-00291-000
		DFI BLACK BUILDING LLC	114 BROADWAY N	01-2381-00291-000
		WALTON CHIROPRACTIC CLINIC, PC	120 BROADWAY N	01-2381-00310-000
		C/D DFI BG LLC	122 BROADWAY N	01-2381-00320-000
David G. Rice	DAVID G. RICE	VFW CLUB OF FARGO	202 BROADWAY N	01-2381-00440-000
		OELUCK, INC	206 BROADWAY N	01-2381-00450-000
		LORETTA LLC	210 BROADWAY N	01-2381-00461-000
		LORETTA LLC	212 BROADWAY N	01-2381-00461-000
		HANSON PROPERTIES LLC	214 BROADWAY N	01-2381-00480-000
		JOHNSON BLOCK 1900 LLC	216 BROADWAY N	01-2381-00490-000
		DFI ROBERTS LLC	217 ROBERTS ST N	01-2381-00548-000
		RENAISSANCE PTNRS LTD PTSHP	220 BROADWAY N	01-2381-00510-000
		RENAISSANCE PTNRS LTD PTSHP	220 BROADWAY N	01-2381-00510-000
		HAMMETT INVESTMENTS LLC	222 BROADWAY N	01-2381-00520-000
		DILLARD LLP	223 ROBERTS ST N	01-2381-00530-000
		THREE STAR INVESTORS LLC	226 BROADWAY N	01-2460-00010-000
		C/D AML HOLDINGS LLC	228 BROADWAY N	01-2460-00020-000
		DILLARD LLP	229 ROBERTS ST N	01-2460-00220-000
		EHLEN, PHYLLIS E	230 BROADWAY N	01-2460-00030-000
		POCHADE II LLC	300 BROADWAY N UNIT 101	01-8397-00010-008
		POCHADE II LLC	300 BROADWAY N UNIT 102	01-8397-00010-009
		SCHWERT, DONALD P	300 BROADWAY N UNIT 103	01-8397-00010-010
		DFI 300 BROADWAY LLC	300 BROADWAY N UNIT 104	01-8397-00010-011
		C/D FARGO THEATRE MANAGEMENT (THE)	300 BROADWAY N UNIT 105	01-8397-00010-012
		CHRISTIANSON, SANDRA V	300 BROADWAY N UNIT 201	01-8397-00010-013
		SAWARDEKER, PRASAD J	300 BROADWAY N UNIT 202	01-8397-00010-014
		ORMBRECK, HARLAN & SHARON	300 BROADWAY N UNIT 203	01-8397-00010-015
		SCHWERT, DONALD P T/O/D	300 BROADWAY N UNIT 204	01-8397-00010-016
		KERBER, BEVERLY D	300 BROADWAY N UNIT 205	01-8397-00010-017
		MOLBERT, LAURIS N T/O/D	300 BROADWAY N UNIT 301	01-8397-00010-030
		KOLSTAD, MARK A & SUSAN O	300 BROADWAY N UNIT 303	01-8397-00010-020
		SHARON D MADSON RLT	300 BROADWAY N UNIT 304	01-8397-00010-021
		RILEY, KEVIN JEROME & KATHLEEN JEAN	300 BROADWAY N UNIT 305	01-8397-00010-022
		COURSEY, RICHARD L JR	300 BROADWAY N UNIT 306	01-8397-00010-023

(30)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-17-A1 Type: Change Order #1

Location: 15th-19th Avenue N Broadway Hearing: 8/7/2017

Routing	Date
City Commission	8/14/17
PWPEC File	X
Project File	Aaron Edgar

The Committee reviewed the accompanying correspondence from Aaron Edgar, Project Manager, for a Change Order in the amount of $28,423.66, bringing the total contract amount to $2,874,579.41.

Staff is recommending approval of Change Order #1.

On a motion by Tim Mahoney, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #1.

RECOMMENDED MOTION
Approve change order #1 in the amount of $28,423.66 to Master Construction, bringing the total contract amount to $2,874,579.41.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Federal funds, HMGP, Sales Tax, Infrastructure, WW, 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

	Present	Yes	No	Unanimous ☑
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	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

ITEM A1

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Aaron Edgar, Project Engineer ADE

Date: July 28, 2017

C: Thomas Knakmuhs – Division Engineer

Re: Change Order #1 for ID #BR-17-A1 Force Main Construction, Sanitary Sewer Rehabilitation, Street Reconstruction & Incidentals

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Background:

Improvement District BR-17-A1 runs along Broadway North from 19th Avenue to 15th Avenue.

Master Construction is the prime contractor on this project.

The attached Change Order in the amount of $28,423.66 (0.99% of original contract), which increases the total contract amount to $2,874,579.41, is for additional costs as shown on Change Order 1.

Recommended Motion:

Approve Change Order 1, for Improvement District BR-17-A1, in the amount of $28,423.66.

ADE/jmg

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BR-17-A1	Change Order No	1
Project Name	Force Main Construction, Sanitary Sewer Rehabilitation, Street Reconstruction & Incidentals		
Date Entered	7/21/2017	For	Master Construction Co Inc

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

EXPLANATION OF CHANGE:

This change order is for additional work as follows:
1.) Remove a concrete thrust block, at Broadway/15th Avenue North, that was poured around the existing water main.
2.) Haul in additional black dirt due to the boulevards being to low to drain properly.
3.) The new storm sewer had to be redesigned, at the intersections of Broadway/16th Ave and Broadway/17th Ave, due to private utility conflicts.
4.) Removed and replaced an existing Century Link Vault cover slab, at Broadway/16th Ave, due to it being to high.
5.) Adjusted existing curb stops and boxes that are in the boulevard due to most of them being to low.
6.) Adjusted storm sewer inlet due to utility conflict.
7.) Disconnected an existing water service, going to the North High School, that wasn't being used.
8.) Install new trees to replace the ones that were removed during construction.
9.) Removed and replaced some existing sanitary sewer lines that were in the way of the new 30" force main.
10.) Installed additional traffic to help the traveling public.

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 ($)	C/O Ext Price ($)
HMGP Eligible	130	* Extra - Remove Thrust Block	LS	0.00	0.00	0.00	1.00	1.00	577.50	577.50
									HMGP Eligible Sub Total ($)	577.50
Storm Sewer	131	* Extra - Adjust Storm Sewer	LS	0.00	0.00	0.00	1.00	1.00	5,122.50	5,122.50
	133	Adjust Manhole	EA	0.00	0.00	0.00	1.00	1.00	1,115.00	1,115.00
									Storm Sewer Sub Total ($)	6,237.50
Paving	131	Topsoil - Import	CY	0.00	0.00	0.00	600.00	600.00	13.50	8,100.00
	132	Curb Stop Box to Grade	EA	0.00	0.00	0.00	41.00	41.00	97.01	3,977.41
	132	* Extra - Replace Vault Lid	LS	0.00	0.00	0.00	1.00	1.00	4,633.75	4,633.75
	134	Eliminate Water Service	EA	0.00	0.00	0.00	1.00	1.00	1,010.00	1,010.00
	135	F&I Bare Root Decid Tree 2" Dia	EA	0.00	0.00	0.00	3.00	3.00	385.00	1,155.00
	139	Traffic Control - Minor	LS	0.00	0.00	0.00	1.00	1.00	1,292.50	1,292.50
									Paving Sub Total ($)	20,168.66
Sanitary Sewer	136	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	0.00	0.00	0.00	12.00	12.00	50.00	600.00

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Sanitary Sewer	137	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	0.00	0.00	0.00	11.00	11.00	60.00	660.00
	138	Transfer Sewer Svc	EA	0.00	0.00	0.00	2.00	2.00	90.00	180.00
									Sanitary Sewer Sub Total ($)	1,440.00
	* NC Items								Grand Total ($)	28,423.66

Summary	
Source Of Funding	Federal Funds - HMGP, Sales Tax Funds - Infrastructure - 420, Sales Tax Funds - Wastewater - 455, Special Assessments, State Funds - Other ND, Utility Funds - Wastewater - 521
Net Amount Change Order # 1 ($)	28,423.66
Previous Change Orders ($)	0.00
Original Contract Amount ($)	2,846,155.75
Total Contract Amount ($)	2,874,579.41

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

CONTRACT TIME		
Current Completion Date	Additional Days	New Completion Date
10/14/2017	0.00	10/14/2017
Description		

APPROVED		APPROVED DATE	
For Contractor		Department Head	8/9/2017
Title	Project Manager	Mayor	
		Attest	

(31)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. TN-16-B1

Type: Final Balancing Change Order #1

Location: 42nd Street & 19th Avenue S

Date of Hearing: 8/7/2017

Routing	Date
City Commission	8/14/17
PWPEC File	X
Project Files	Jacob Rick

The Committee reviewed the Final Balancing Change Order #1 in the amount of $14,605.40. This brings the final contract amount to $330,506.25.

On a motion by Tim Mahoney, seconded by Kent Costin, the Committee voted to approve Final Balancing Change Order #1.

RECOMMENDED MOTION
Approve the Final Balancing Change Order #1 in the amount of $14,605.40 to Moorhead Electric.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: 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	Present	Yes	No	Unanimous ☑
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	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Jacob Rick, Project Manager JJR

Date: August 1, 2017

Re: Improvement District #TN-16-B1 – Final Balancing Change Order #1

Background:

Improvement District TN-16-B1 was for the new construction of the traffic signals, street lighting update, and meeting ADA compliance with crosswalks at the intersection of 19th Avenue and 42nd Street South.

Attached is a final balancing change order #1 in the amount of +$14,605.40 for Improvement District TN-16-B1. This reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was $315,900.85. This FBCO #1 will bring the project final amount to $330,506.25 (4.6% increase total). This Improvement District is 100% Special Assessed.

Recommended Motion:

Approve the final balancing change order in the amount of +**$14,605.40** to Moorhead Electric.

JJR/klo
Attachment

CITY OF Fargo

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	TN-16-B1	**Change Order No**	1
Project Name	Traffic Signal Improvements & Incidentals		
Date Entered	7/31/2017	**For**	Moorhead Electric

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: Balance Change Order-Final

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Pavement Markings	1	Paint Epoxy Line 4" Wide	LF	825.00	0.00	825.00	738.00	1,563.00	3.50	2,583.00
	2	Paint Epoxy Line 8" Wide	LF	284.00	0.00	284.00	60.00	344.00	7.00	420.00
	3	Paint Epoxy Message	SF	74.00	0.00	74.00	-10.00	64.00	13.50	-135.00
	4	F&I Methacrylate 6" Wide	LF	438.00	0.00	438.00	-10.00	428.00	22.00	-220.00
	5	F&I Methacrylate 16" Wide	LF	120.00	0.00	120.00	-2.00	118.00	38.50	-77.00
	55	* Obliteration of Existing Crosswalks	LS	0.00	0.00	0.00	1.00	1.00	440.00	440.00
									Pavement Markings Sub Total ($)	3,011.00
Traffic Signals	7	F&I Pull Box Polymer Conc	EA	1.00	0.00	1.00	1.00	2.00	2,260.00	2,260.00
	20	F&I Fiber Optic Cable	LF	2,640.00	0.00	2,640.00	-60.00	2,580.00	2.35	-141.00
	56	* Found a sewer manhole in the SE corner of the intersection that was under the sod. I had the contractor raise it to be level with the existing grade.	LS	0.00	0.00	0.00	1.00	1.00	261.40	261.40
									Traffic Signals Sub Total ($)	2,380.40
Sidewalk	40	Remove Curb & Gutter	LF	130.00	0.00	130.00	36.00	166.00	15.75	567.00
	41	Remove Sidewalk All Thicknesses All Types	SY	120.00	0.00	120.00	23.00	143.00	17.50	402.50
	42	F&I Curb & Gutter Standard (Type II)	LF	130.00	0.00	130.00	36.00	166.00	76.00	2,736.00
	43	F&I Sidewalk 4" Thick Reinf Conc	SY	122.00	0.00	122.00	8.00	130.00	90.00	720.00
	44	F&I Sidewalk 6" Thick Reinf Conc	SY	34.00	0.00	34.00	7.00	41.00	120.00	840.00

CITY OF Fargo

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Sidewalk	45	F&I Sidewalk Curb	LF	54.00	0.00	54.00	-12.00	42.00	62.00	-744.00
	46	F&I Impressloned 6" Thick Reinf Conc	SY	25.00	0.00	25.00	20.00	45.00	205.00	4,100.00
	47	F&I Det Warn Panels Cast Iron	SF	100.00	0.00	100.00	-12.00	88.00	53.00	-636.00
									Sidewalk Sub Total ($)	7,985.50
Street Lighting	51	F&I Conductor #6 USE Cu	LF	2,109.00	0.00	2,109.00	390.00	2,499.00	1.15	448.50
	52	F&I Innerduct 1.5" Dia	LF	703.00	0.00	703.00	130.00	833.00	6.00	780.00
									Street Lighting Sub Total ($)	1,228.50
	* NC Items								**Grand Total ($)**	**14,605.40**

Summary

Source Of Funding	
Net Amount Change Order # 1 ($)	14,605.40
Previous Change Orders ($)	0.00
Original Contract Amount ($)	315,900.85
Total Contract Amount ($)	330,506.25

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
11/30/2016	0.00	11/30/2016

Description

APPROVED **APPROVED DATE**

For Contractor

Title Project Manager 7/31/2017

Department Head

Mayor

Attest

REPORT OF ACTION (32)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. TN-16-E1

Type: Final Balancing Change Order #2

Location: 36th Street & 40th Avenue S

Date of Hearing: 8/7/2017

Routing	Date
City Commission	8/14/17
PWPEC File	X
Project Files	Jacob Rick

The Committee reviewed the Final Balancing Change Order #2 in the amount of $3,529.05. This brings the final contract amount to $350,042.75.

On a motion by Tim Mahoney, seconded by Kent Costin, the Committee voted to approve Final Balancing Change Order #2.

RECOMMENDED MOTION
Approve the Final Balancing Change Order #2 in the amount of $3,529.05 to Moorhead Electric.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: 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	Present	Yes	No	Unanimous ☑
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	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Jacob Rick, Project Manager JJR

Date: June 23, 2017

Re: Improvement District #TN-16-E1 – Final Balancing Change Order #2

Background:

Improvement District TN-16-E1 was for the new construction of the traffic signals, street lighting update, and meeting ADA compliance with crosswalks at the intersection of 40th Avenue and 38th Street South.

Attached is a final balancing change order in the amount of +$3,529.05 for Improvement District TN-16-E1. This reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was $327,653.70. Change Order #1($18,860.00) and this FBCO #2 will bring the project final amount to $350,042.75 (6.8% Increase total). This Improvement District is 100% Special Assessed.

Recommended Motion:

Approve Final Balancing Change Order #2 in the amount of +**$3,529.05** to Moorhead Electric.

JJR/klo
Attachment

CITY OF Fargo

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No TN-16-E1 **Change Order No** 2

Project Name Traffic Signal Improvements & Incidentals

Date Entered 7/31/2017 **For** Moorhead Electric

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: Balance Change Order-Final

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Traffic Signals	20	F&I Conduit 2" Dia	LF	3,898.00	0.00	3,898.00	240.00	4,138.00	7.00	1,680.00
	52	* Extra Fiber Splicing	LS	0.00	0.00	0.00	1.00	1.00	517.00	517.00
								Traffic Signals Sub Total ($)		2,197.00
Pavement Markings	32	F&I Grooved Plastic Film 8" Wide	LF	480.00	0.00	480.00	85.00	565.00	11.00	935.00
	33	F&I Grooved Plastic Film Message	SF	148.00	0.00	148.00	-20.00	128.00	27.50	-550.00
	34	F&I Methacrylate 6" Wide	LF	480.00	0.00	480.00	-208.00	272.00	20.00	-4,160.00
	35	F&I Methacrylate 16" Wide	LF	104.00	0.00	104.00	-8.00	96.00	45.00	-360.00
	36	Obliterate Pavement Markings	SF	300.00	0.00	300.00	-252.00	48.00	2.50	-630.00
								Pavement Markings Sub Total ($)		-4,765.00
Street Lighting	37	F&I Base 6' Deep Reinf Conc	EA	3.00	0.00	3.00	1.00	4.00	600.00	600.00
	38	Remove Base	EA	4.00	0.00	4.00	1.00	5.00	350.00	350.00
	40	F&I Luminaire Type A	EA	11.00	0.00	11.00	3.00	14.00	1,045.00	3,135.00
	41	F&I Conductor #4 USE Cu	LF	3,564.00	0.00	3,564.00	-2,314.00	1,250.00	1.55	-3,586.70
	42	F&I Conductor #6 USE Cu	LF	1,782.00	0.00	1,782.00	3,559.00	5,341.00	1.25	4,448.75
	45	F&I Pull Box	EA	1.00	0.00	1.00	1.00	2.00	1,150.00	1,150.00
								Street Lighting Sub Total ($)		6,097.05
	* NC Items								**Grand Total ($)**	**3,529.05**

CITY OF Fargo

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Summary

Source Of Funding	
Net Amount Change Order # 2 ($)	3,529.05
Previous Change Orders ($)	18,860.00
Original Contract Amount ($)	327,653.70
Total Contract Amount ($)	350,042.75

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
11/30/2016	0.00	11/30/2016

Description

APPROVED **APPROVED DATE**

For Contractor

Title

Department Head

Mayor

Attest

7/31/2017

(33)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-16-F1

Type: Final Balancing Change Order #3

Location: 41st Street N

Date of Hearing: 8/7/2017

Routing	Date
City Commission	8/14/17
PWPEC File	X
Project Files	Jason Leonard

The Committee reviewed the Final Balancing Change Order #3 in the amount of -$1,442.42. This brings the final contract amount to $726,045.19.

On a motion by Tim Mahoney, seconded by Kent Costin, the Committee voted to approve Final Balancing Change Order #3.

RECOMMENDED MOTION
Approve the Final Balancing Change Order #3 in the amount of -$1,442.42 to Master Construction.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: 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	Present	Yes	No	Unanimous
				☑
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	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Jason Leonard, Project Liaison JTL

Date: December 5, 2016

Re: Improvement District #BN-16-F1– Final Balancing Change Order # 3

Background:

Improvement District #BN-16-F1 is for the new construction of underground utilities, concrete curb & gutter, asphalt pavement, concrete pavement and street lighting for 41st Street North, north of 19th Avenue North.

The attached Final Balancing Change Order # 3 in the amount of -$1,442.42 reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was $699,548.91 and this FBCO will bring the project final amount to $726,045.19 (3.79% Increase). This Improvement District is 100% Special Assessed.

Recommended Motion:

Approve Final Balancing Change Order # 3 in the amount of -$1,442.42.

JTL/klo
Attachment

C: Brenda Derrig
Thomas Knakmuhs

CITY OF Fargo

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BN-16-F1	**Change Order No**	3
Project Name	Water Main, Storm Sewer, PC Concrete Paving, Street Lights & Incidentals		
Date Entered	8/3/2017	**For**	Master Construction Co Inc

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

EXPLANATION OF CHANGE: FINAL BALANCING CHANGE ORDER

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Miscellaneous	2	Mulching Type 2 - Straw	SY	6,679.00	0.00	6,679.00	-2,429.00	4,250.00	0.32	-777.28
	3	Seeding Type B	SY	6,679.00	0.00	6,679.00	-2,429.00	4,250.00	0.12	-291.48
	6	Silt Fence - Standard	LF	1,329.00	0.00	1,329.00	-1,329.00	0.00	1.85	-2,458.65
	7	Inlet Protection - Existing Inlet	EA	1.00	0.00	1.00	1.00	2.00	315.00	315.00
	72	* Additional Hydro Mulch	LS	0.00	0.00	0.00	1.00	1.00	5,510.18	5,510.18
									Miscellaneous Sub Total ($)	2,297.77
Water Main	13	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	985.00	2.00	987.00	6.00	993.00	33.00	198.00
									Water Main Sub Total ($)	198.00
Paving	29	Remove Pavement All Thicknesses All Types	SY	2,878.00	0.00	2,878.00	-801.75	2,076.25	5.00	-4,008.75
	35	F&I Class 5 Agg - 8" Thick	SY	1,262.00	0.00	1,262.00	-213.00	1,049.00	7.00	-1,491.00
	37	F&I Edge Drain 4" Dia PVC	LF	2,114.00	0.00	2,114.00	-312.00	1,802.00	5.50	-1,716.00
	38	F&I Curb & Gutter Standard (Type II)	LF	2,114.00	0.00	2,114.00	-312.00	1,802.00	17.00	-5,304.00
	43	F&I Aggregate for Asph Pavement FAA 43	TON	376.00	0.00	376.00	25.00	401.00	81.00	2,025.00
	44	F&I Asphalt Cement PG 58-28	GAL	5,247.00	0.00	5,247.00	349.00	5,596.00	2.15	750.35
	51	F&I Grooved Plastic Film 16" Wide	LF	67.00	0.00	67.00	-10.00	57.00	17.25	-172.50
									Paving Sub Total ($)	-9,916.90

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Street Lighting	73	* Replace Damaged Feed Point	LS	0.00	0.00	0.00	1.00	1.00	5,978.71	5,978.71
									Street Lighting Sub Total ($)	5,978.71
	* NC Items								Grand Total ($)	-1,442.42

Summary	
Source Of Funding	
Net Amount Change Order # 3 ($)	-1,442.42
Previous Change Orders ($)	27,938.70
Original Contract Amount ($)	699,548.91
Total Contract Amount ($)	726,045.19

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
11/10/2016	0.00	11/10/2016

Description

APPROVED		APPROVED DATE	
For Contractor	Master Construction	Department Head	8/9/17
Title	CFO	Mayor	
		Attest	

REPORT OF ACTION (3A)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-A3 Type: Task Order #7 KLJ

Location: 19th Ave N from 57th St to 45th St Date of Hearing: 6/26/2017

Routing	Date
City Commission	8/14/2017
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the attached communication from Division Engineer, Brenda Derrig regarding consultant selection for Construction Administration of the infrastructure associated with the location above. When the design was awarded, it was determined that upon completion of the design, the Consultant should review their estimate for construction administration, inspection & survey with respect to the updated design and it would be considered by PWPEC.

KLJ has reviewed their original quote of $319,190 previous submittal and have changed it to $499,891 to reflect the changes in scope discovered through design.

On a motion by Ben Dow, seconded by Brenda Derrig, the Committee voted to recommend approval of award of Task Order #7 to KLJ for a not to exceed amount of $499,891.00.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the award of TO #7 to KLJ.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessment & Waste Water Utility

	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	Present	Yes	No	Unanimous
				☐
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	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

Memorandum

To: Members of PWPEC

From: Brenda Derrig, Division Engineer

C: Scott Middaugh, KLJ

Date: 6-26-2017

Re: BN-17-A3 an Amendment to Master Services Agreement Task Order No. BN-17-A0

In January quotes were solicited through the MSA for engineering services for improvements on 19th Avenue North from 45th to 57th Street. The quotes were to include separate prices, one for design services and one for construction administration. From the January 23 ROA, PWPEC voted to approve MSA Task Order Number 6 directing KLJ to design and create plans for the improvements on 19th Avenue North from 45th to 57th Street. At that time, PWPEC directed staff to review the quote for contract administration when the plans were completed in an effort to submit a number that accurately reflects the cost of contract administration based on the scope of the plans.

With design complete, KLJ has reviewed their original quote of $319,190 for construction administration, inspection, & surveying and have changed it to reflect changes in the scope of work that have been discovered through the design. Please see attached letter from KLJ.

Original Quote	Design Phase	Construction Administration	Total Quote
KLJ/AE2S	$244,400	**$499,891**	$744,291

Recommended Motion:

Approve Task Order No. BN-17-A3 to KLJ in the amount of $499,891 for Construction Administration, Inspection, & Surveying associated with Improvement District BN-17-A1.

mmm/xxx

3203 32nd Avenue South Suite 201
PO Box 9767
Fargo, ND 58106-9767
701 232 5353
kljeng.com

KLJ

June 20, 2017

Jason Leonard, PE
Project Engineer
City of Fargo
200 3rd Street North
Fargo, ND 58102

Re: BN-17-A1 - Construction Administration and Inspection

Dear Mr. Leonard:

We have revised our fee for the construction administration and inspection for the referenced project to account for a 41-week construction schedule. Attached, you will find a breakdown of tasks, staff type, and hours required for the construction phase of the project.

The attached costs do not include material testing. Currently, it is assumed the City of Fargo will procure a testing firm to perform this work.

The cost for Construction Administration and Inspection totals **$499,891**. This cost includes time for our sub-consultant AE2S. AE2S will complete the shop drawing review, construction inspection, and instrumentation and control startup for the storm sewer lift station.

The above items will increase the total contract from **$244,400 to $744,291.**

We appreciate your consideration for this contract amendment. Please feel free to contact me with any questions at 701.271.4863 or travis.wieber@kljeng.com.

Sincerely,

KLJ

Travis Wieber, PE
Project Manager

Enclosure(s): Cost Breakdown
Project #: 14417100
cc: Jared Heller, AE2S

Construction Inspection					
Staff Type	Standard Hourly Rate	Number of Staff	Hours/Week	Cost for 41 Weeks	
Engineer I	$ 94.00	1.5	51	$	294,831.00
Construction Adminstration					
Staff Type	Standard Hourly Rate	Number of Staff	Hours/Week	Cost for 41 Weeks	
Engineer III	$ 136.00	1	5	$	27,880.00
Construction Staking					
Staff Type	Standard Hourly Rate	Number of Staff	Hours/Week	Cost for 41 Weeks	
Surveyor I	$ 78.00	1	15	$	47,970.00
Surveyor III	$ 112.00	1	15	$	68,880.00
Surveyor IV	$ 170.00	1	1	$	6,970.00
Sub Total				***$***	***123,820.00***
Project Closeout					
Staff Type	Standard Hourly Rate	Number of Staff	Hours	Cost	
Surveyor I	$ 78.00	1	40	$	3,120.00
Surveyor III	$ 112.00	1	40	$	4,480.00
Engineer I	$ 94.00	1	20	$	1,880.00
Engineer III	$ 136.00	1	80	$	10,880.00
Sub Total				***$***	***20,360.00***
Subconsultants					
Subconsultant	Role			Cost	
AE2S	Storm Sewer Lift Station Inspection			$	33,000.00
Total Cost				***$***	***499,891.00***

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 1

Background Data

a. Effective Date of Engineer-Owner Agreement: January 30, 2017

b. Engineer: Kadrmas, Lee & Jackson

c. Owner: City of Fargo

d. Project: City of Fargo Improvement District BN-17-A1

e. This Part of the Project: Construction Engineering

Nature of Amendment (check all that apply)

- ☒ Additional services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications to payment to Engineer
- ☐ Modifications to time(s) for rendering Services

Description of Modifications

Addition of construction observation and administrative services for an assumed 41-week constuction schedule.

Agreement Summary

a. Original agreement amount:	$244,400.00
b. Net change for prior amendments:	$0.00
c. This amendment amount:	$499,891.00
d. Adjusted Agreement amount:	$744,291.00

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 3, 2017.

ENGINEER: Kadrmas Lee & Jackson, Inc.	OWNER: City of Fargo
By: Steve Synhorst	By: Tim Mahoney
Title: Division Leader	Title: Mayor
Date Signed: 6/21/17	Date Signed:

This is Task Order No. 7, consisting of 3 pages.

Task Order

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**

   A. Title: Improvement District # BN-17-A3 Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb and Gutter, Concrete Paving and Incidentals.

   B. Description: This Task Order is for the construction observation and administration of sanitary sewer, water main, storm sewer, concrete paving, site grading, street lights and storm lift station on 19th Ave N from 57th St N to 45th St N.

2. **Services of Engineer**

   Services to be completed by the Engineer are as specified in the proposal submitted by **KADRMAS, LEE & JACKSON, INC.**, (KLJ) dated January 23, 2017. Proposal is attachment A of this task order.

3. **Owner's Responsibilities**

   Owner shall have those responsibilities set forth in Master Professional Services Agreement dated February 29, 2016.

4. **Times for Rendering Services**

Phases	Completion Date
Phase 1 – Construction Observation and Administration	August 15, 2018
Phase 2 –	TBD
Phase 3 –	TBD

5. Payments to Engineer

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

Category of Services	*Compensation Method*	*Lump Sum, or Estimate of Compensation for Services*
Basic Services: Construction Observation and Administration	*Hourly Not to Exceed*	*$499,891.00*

B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

6. **Consultants: KADRMAS, LEE & JACKSON, INC. (KLJ) & Sub-Contracted Consultant ADVANCED ENGINEERING and ENVIRONMENTAL SERVICES, INC., (AE2S)**

7. **Attachments:**

Attachment A – Amended Cost Proposal to reflect corrected construction duration submitted by KADRMAS, LEE & JACKSON, INC. (KLJ) on January 23, 2017

Attachment B – Project Scoping Request created by City of Fargo, dated December 28, 2016

Attachment C – Amendment to Engineer-Owner Agreement Amendment # 1, dated January 30, 2017.

8. **Documents Incorporated By Reference: N/A**

Approval Requirements

$15,000 or less – City Engineer **$15,001 - $150,000 – PWPEC** **Over $150,000 – PWPEC & Commission**

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

The Effective Date of this Task Order is _____.

OWNER:		ENGINEER:	
By:	_____	By:	_____
Name:	Tim Mahoney	Name:	_____
Title:	Mayor	Title:	_____
DESIGNATED REPRESENTATIVE FOR TASK ORDER:		DESIGNATED REPRESENTATIVE FOR TASK ORDER:	
Name:	Brenda Derrig	Name:	_____
Title:	Design & Construction Division Engineer	Title:	_____
Address:	200 Third Street North , Fargo ND 58102	Address:	_____
E-Mail Address:	bderrig@cityoffargo.com	E-Mail Address:	_____
Phone:	701-241-1549	Phone:	_____
Fax:	701-241-8101	Fax:	_____

3203 32nd Avenue South Suite 201
PO Box 9767
Fargo, ND 58106-9767
701 232 5353
kljeng.com

KLJ

June 20, 2017

Jason Leonard, PE
Project Engineer
City of Fargo
200 3rd Street North
Fargo, ND 58102

Re: BN-17-A1 - Construction Administration and Inspection

Dear Mr. Leonard:

We have revised our fee for the construction administration and inspection for the referenced project to account for a 41-week construction schedule. Attached, you will find a breakdown of tasks, staff type, and hours required for the construction phase of the project.

The attached costs do not include material testing. Currently, it is assumed the City of Fargo will procure a testing firm to perform this work.

The cost for Construction Administration and Inspection totals **$499,891**. This cost includes time for our sub-consultant AE2S. AE2S will complete the shop drawing review, construction inspection, and instrumentation and control startup for the storm sewer lift station.

The above items will increase the total contract from **$244,400 to $744,291.**

We appreciate your consideration for this contract amendment. Please feel free to contact me with any questions at 701.271.4863 or travis.wieber@kljeng.com.

Sincerely,

KLJ

Travis Wieber, PE
Project Manager

Enclosure(s): Cost Breakdown
Project #: 14417100
cc: Jared Heller, AE2S

Construction Inspection					
Staff Type	Standard Hourly Rate	Number of Staff	Hours/Week	Cost for 41 Weeks	
Engineer I	$ 94.00	1.5	51	$	294,831.00
Construction Adminstration					
Staff Type	Standard Hourly Rate	Number of Staff	Hours/Week	Cost for 41 Weeks	
Engineer III	$ 136.00	1	5	$	27,880.00
Construction Staking					
Staff Type	Standard Hourly Rate	Number of Staff	Hours/Week	Cost for 41 Weeks	
Surveyor I	$ 78.00	1	15	$	47,970.00
Surveyor III	$ 112.00	1	15	$	68,880.00
Surveyor IV	$ 170.00	1	1	$	6,970.00
Sub Total				***$***	***123,820.00***
Project Closeout					
Staff Type	Standard Hourly Rate	Number of Staff	Hours	Cost	
Surveyor I	$ 78.00	1	40	$	3,120.00
Surveyor III	$ 112.00	1	40	$	4,480.00
Engineer I	$ 94.00	1	20	$	1,880.00
Engineer III	$ 136.00	1	80	$	10,880.00
Sub Total				***$***	***20,360.00***
Subconsultants					
Subconsultant	Role			Cost	
AE2S	Storm Sewer Lift Station Inspection			$	33,000.00
Total Cost				***$***	***499,891.00***

CITY OF Fargo

Project Scoping Request

To: Prospective Consultants
From: Tom Knakmuhs, Division Engineer
CC: Brenda Derrig, April Walker, Jason Leonard
Date: 6/26/2017
Re: City of Fargo Improvement District #BN-17-A Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb and Gutter, Concrete Paving and Incidentals-- New Development Design and Construction Engineering and Staking Services

---

Per City of Fargo Master Services Agreement, the City is requesting design, construction engineering, and staking services for BN-17-A for a segment of 19th Ave N from 45th St N to 57th St N. The project will include the installation of sanitary sewer, water main, storm sewer, concrete paving, street lights, storm lift station, and possibly sanitary lift station. The project limits will include the construction of the intersection at 19th Ave N and 57th St N on the west to the connection to 45th St N on the east. The connection to 45th St N will be off current alignment by approximately 625 feet to the north. The City of Fargo Engineering Department will be designing the project that will include the reconstruction of 45th St from 16th Ave N to a point approximately 2,200' to the north and on 19th Ave N from 45th St N to the I-29 west ramps.

The Consultant selected will be responsible for completion of the following items; Design, Plan and Specifications Development, and Bid Process. It is possible the selected Consultant may also be responsible for Construction Administration, Inspection, and Surveying. The City of Fargo is currently working on ROW acquisition for this segment of 19th Ave N. The City has also begun conversations with BNSF in regards to the railroad crossings, however, the selected Consultant should anticipate being responsible for this process for the new railroad crossing.

The Consultant shall submit final plans and all other necessary documents by April 3, 2017 for project ID #BN-17-A. 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_Creation_Files/

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 (not including locations of private utilities) and necessary as-built plans will be provided. The selected Consultant shall call for design locates and survey the location of all private utilities.
    b. The selected Consultant shall provide a proposed design schedule with milestones.
    c. There is currently a wastewater study being performed by AE2S in this area. A draft report is anticipated at the end of January, with the final report being delivered in February. AE2S will be providing sizing and the most economical route for the sanitary sewer. It is not yet known whether or not a sanitary sewer lift station will be necessary as part of this project. For the sake of comparison, all consultants shall assume a sanitary sewer lift station will be part of their design scope.
    d. A storm water study has been performed and is included with this document. The selected Consultant will be responsible for the design of the storm lift station, storm sewer, and necessary pond(s).
    e. The preferred alternative from the corridor study depicts a 3 lane section west of 45th St N transitioning into the existing pavement section, however, that is not what will be designed and constructed. The selected Consultant will be responsible for the design of a 5 lane section from 45th St to 57th St.
    f. The Consultant, if needed, will be responsible for the creation of any addition utility easement documents needed outside of the ROW.
2. Construction Administration, Inspection, and Survey for the requested infrastructure.
    a. Construction administration, inspection, survey, and final plan documentation and assembly for the underground utilities and paving installation. This should be based on a 28-week construction schedule, with the inspector being present during bid item installation, which should amount to approximately 85% of the contractor's work week (approximately 60 hours per week). In addition to construction inspection, the price quoted shall include adequate time allocation by the project engineer for items that are commonly required on a project like this, such as weekly meetings, contract payments, project inspection oversight, change order design, etc. The City of Fargo places great value on inspection services and expects the selected Consultant

to provide sufficient staff with sufficient experience in the work scopes being inspected. The Engineering Department understands this type of oversight comes at a price, but believes it is necessary to ensure a quality product. Therefore, the award of this task order will be weighted heavily on the personal, and their experience, assigned to the project and less on the quoted price.

b. The survey quote shall include costs assuming 15% of the project will require re-staking along with a final infrastructure survey. The final infrastructure survey shall include casting rim elevations, gate valve locations, hydrant locations, etc.

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:

- Existing Utilities
- Storm Sewer Master Planning and InfoSWMM Modeling Report
- 19th Avenue North Corridor Study
- 19th Avenue North Preferred Alternative Cost Estimate & Layouts

All quotes shall be submitted via email to tknakmuhs@cityoffargo.com and bderrig@cityoffargo.com by 9 am on Monday, January 23, 2017. We will present the task order to the Public Works Project Evaluation Committee on January 23, 2017 and to City Commission on January 30, 2017.

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 1

Background Data

a. Effective Date of Engineer-Owner Agreement: January 30, 2017

b. Engineer: Kadrmas, Lee & Jackson

c. Owner: City of Fargo

d. Project: City of Fargo Improvement District BN-17-A1

e. This Part of the Project: Construction Engineering

Nature of Amendment (check all that apply)

- ☒ Additional services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications to payment to Engineer
- ☐ Modifications to time(s) for rendering Services

Description of Modifications

Addition of construction observation and administrative services for an assumed 41-week constuction schedule.

Agreement Summary

a. Original agreement amount:	$244,400.00
b. Net change for prior amendments:	$0.00
c. This amendment amount:	$499,891.00
d. Adjusted Agreement amount:	$744,291.00

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 3, 2017.

ENGINEER: Kadrmas Lee & Jackson, Inc.	OWNER: City of Fargo
By: Steve Synhorst	By: Tim Mahoney
Title: Division Leader	Title: Mayor
Date Signed: 6/21/17	Date Signed:

(35)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-15-K1
Location: 38th & 40th St S

Type: Sprinkler Repair
Hearing: 8/7/2017

Routing	Date
City Commission	8/14/2017
PWPEC File	X
Project File	Jason Leonard

Last year's project to install utilities and reconstruct 38th Street South required the disturbance of the adjacent boulevard at 18151 38th Street South. The adjacent property owner had installed a sprinkler system that extended into the public right of way to facilitate the ease of maintenance of the vegetated area. This sprinkler system was impacted from the construction process. The property owner is seeking reimbursement in the amount of $5,309. Staff is recommending approval.

On a motion by Mark Bittner, seconded by Bruce Grubb, the Committee voted to recommend approval of the payment.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the reimbursement of $5,309 for the repair of a sprinkler system impacted by Improvement District No. BN-15-K1.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: 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	Present	Yes	No	Unanimous
				☑
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	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E Derrig, P.E.
Division Engineer

C: Kristi Olson

ITEM 2

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Jason Leonard, Project Engineer

Date: 10/4/2016

Re: Sprinkler Repair – Improvement District #BN-15-K1
38th Street South from 40th Street South to 17th Avenue South

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Attached is a quote from All Terrain for irrigation work to be completed next spring on the Heritage Homes property, 1815 38th Street S, that was damaged on the 38th Street South project. Affected areas include the entire boulevard adjacent to 38th Street South.

Included with the request is the quote from All Terrain in the amount of $5,309.

Recommended Motion:

Recommend approval to make payment in the amount of $5,309 (Special Assessment) to Heritage Homes for the repair of their irrigation system once work is completed.

JTL/klo
Attachment

INVOICE

Printed 07/21/17 Customer # 10260
Invoice # 96052

http://allterrainfargo.com

All-Terrain Grounds Maintenance
(701)280-3125

Please Remit $5604.25

Service Address:
Heritage Homes

1815 38th St S
Fargo ND 58103
(701)281-7184

Sprinkler Repair renozzle zone 7 with MP rotors Heritage Homes	07/19/17	295.25	295.25
Sprinkler Repair reinstalled front boulevard after city redid frontage road City of Fargo	07/20/17	5,309.00	5,309.00

JUL 24 2017

Please pay within 10 days. Net 30 days 1.5% thereafter. Please call with any questions about your lawn.

http://allterrainfargo.com
All-Terrain Grounds Maintenance
4663 13th Ave N.
Fargo, ND 58102

ALL TERRAIN

PLEASE INDICATE PAYMENT AMOUNT & CHECK NUMBER

	CHECK NO.

Billing Address
Heritage Homes
1815 38th St S
Fargo, ND 58103

Invoice # 96052

Customer # 10260

All-Terrain Grounds Maintenance
4663 13th Ave N.
Fargo, ND 58102

Please Remit $5604.25

Printed 07/21/17

COVER SHEET
CITY OF FARGO PROJECTS

(36)

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:

P.C. Concrete Alley Paving & Incidentals

Improvement District No. AN-17-G

Call for Bids August 14, 2017

Advertise Dates August 21 & August 28, 2017

Bid Opening Date September 20, 2017

Substantial Completion Date June 30, 2018

Final Completion Date July 30, 2018

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer-Consultant Erik Gilbertson (Moore Engineering, Inc.)

Project Engineer Kristy Schmidt

Phone No. 241-1571

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)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. AN-17-G Type: Alley Reconstruction Request

Location: Between 2nd and 4th Avenues N
Between Broadway and Roberts St

Date of Hearing: 5/1/2017

Routing	Date
City Commission	8/14/2017
PWPEC File	X
Project File	Thomas Knakmuhs, Kristy Schmidt

The Committee reviewed a communication from City Engineer, April Walker, regarding a petition that was submitted requesting that the alley identified above be paved in the 2017 construction season. Due to the large number of alley requests, staff is recommending that a consultant be secured to perform this design work through the Master Services Agreement. There is some question as to the desire of the requestor to have unique features added that are not customary in alleys, such as pedestrian areas adjacent to the buildings that would be set apart from the rest of the alley by adding colored concrete.

Staff discussed the potential difficulties of providing a surface that would meet the minimum pedestrian cross slope of 2% and still allow for accommodation of all of the existing building heights. It was recommended that all alley facing store fronts be required to have a secondary access that meets ADA requirements because this may not be possible in the alley.

There was discussion about the provision of dumpster management to further facilitate the goals of pedestrian friendly and maintainable alleys with an appropriate clear driving width. It was suggested that the private properties take on the appropriate coordination with dumpster owners.

There was discussion about the burying of the power lines coincident to this construction. This is possible, provided the owner of the facility makes a request prior to the advertising of the project. If this occurs, language can be added to the contract to provide for coordination between the utility company and the City's contractor.

Staff is recommending approval of the addition of this work to the 2017 CIP and authorization to seek consultant assistance to provide for the design and construction administration.

On a motion by Ben Dow, seconded by Steve Dirksen, the Committee voted to recommend approval of the addition to the 2017 CIP with the assistance of a consultant to design and manage construction.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the creation of AN-17-G to provide for the design and construction of the alley in 2017 with the assistance of a Consultant.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: 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	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☑	☑	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
April Walker, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

April E. Walker, P.E., C.F.M.
City Engineer

C: Kathy Volk

ENGINEER'S REPORT

P.C. CONCRETE ALLEY PAVING
& INCIDENTALS

IMPROVEMENT DISTRICT NO. AN-17-G

Nature & Scope

This project is for the reconstruction of the alley located from 2nd Avenue North to 4th Avenue North between Broadway North and Roberts Street North (commonly referred to as Roberts Alley) located in Block 3 Roberts Addition, SG Roberts Addition, and Burgum Addition.

Purpose

This project will replace the existing alley with new as requested by the property owners.

Feasibility

The estimated cost of construction is $542,500.00. The project will be paid for entirely from Special Assessments and Utility Funds. A breakdown of costs is as follows:

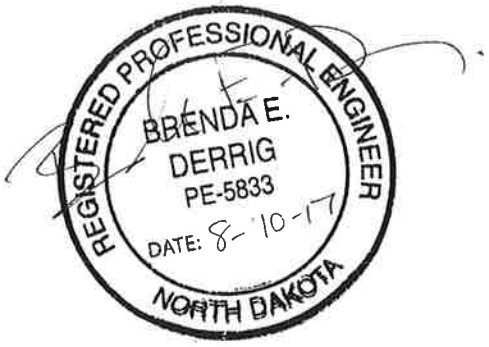
Estimated Construction Cost:

Assessed Portion:	$ 242,500
Engineering Fees (4%):	9,700
Outside Engineering	80,000
Legal & Misc Fees (3%):	7,275
Administration Fees (6%):	14,550
Interest Fees (4%):	9,700
Total Estimated Amount Assessed:	$ 363,725
City Portion:	$ 300,000
Engineering Fees (4%):	12,000
Outside Engineering	30,000
Legal/Misc Fees (3%):	9,000
Interest (4%):	12,000
City Cost:	$ 363,000

Total:

Estimated Construction Cost:	$ 542,500
Engineering Fees (24.28%):	131,700
Administration Fees (2.68%):	14,550
Legal/Misc Fees (3%):	16,275
Interest (4%):	21,700
Total Cost:	$ 726,725
Assessed Cost (50%):	$ 363,725
City Cost (Utility Funds – 50%):	$ 363,000

We believe this project to be cost effective.



Brenda E. Derrig
Division Engineer

August, 2017

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

P.C. CONCRETE ALLEY PAVING
& INCIDENTALS

IMPROVEMENT DISTRICT NO. AN-17-G

LOCATION:

From 2nd Avenue North to 4th Avenue North between Broadway North and Roberts Street North.

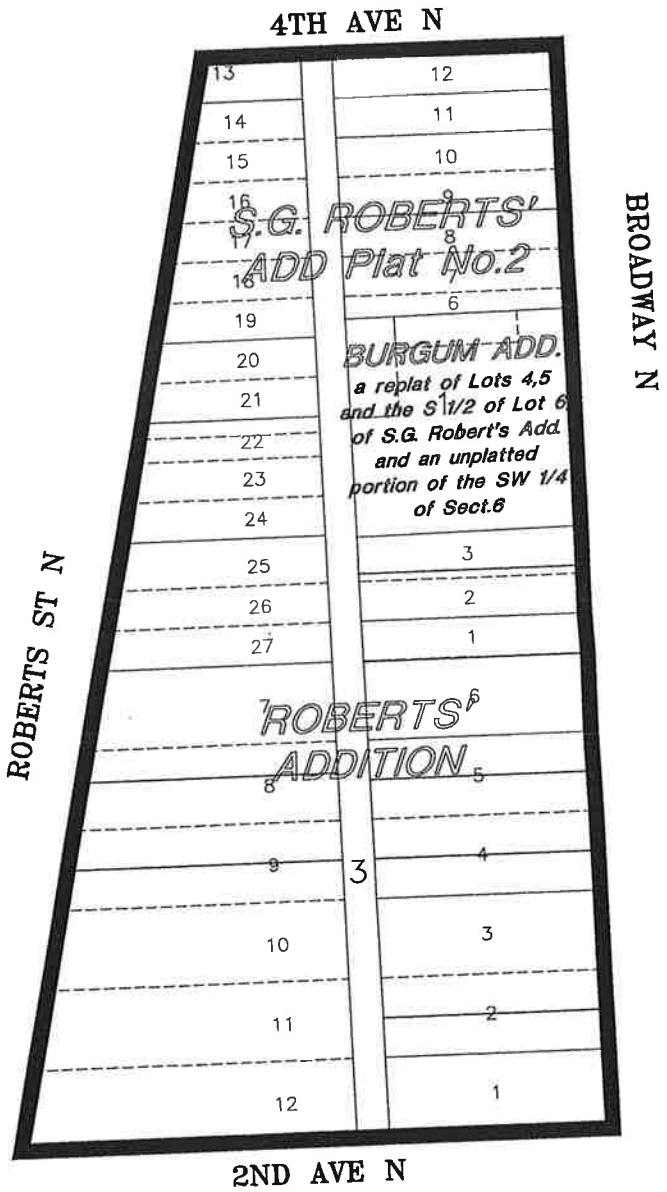
COMPRISING:

Lots 1 through 12, Block 3
All in Roberts Addition

Lots 1 through 3 and 6 through 27
All in SG Roberts Addition

Lot 1, Block 1
All in Burgum Addition

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

P.C. CONCRETE ALLEY PAVING
& INCIDENTALS

IMPROVEMENT DISTRICT NO. AN-17-G