

FARGO CITY COMMISSION AGENDA  
Monday, August 28, 2017 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [FargoND.gov/streaming](http://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](http://FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, August 14, 2017).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Receive and file an Ordinance Amending Section 25-1509, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
- 2. 1st reading of the following Ordinances:
  - a. Relating to Use of a Wireless Communication Device Prohibited.
  - b. Relating to Distracted Driving.
  - c. Relating to Classification of Ordinance Violations.
- 3. 2nd reading, waiving reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Osgood Townsite Fifteenth Addition.
- 4. Resolution related to the Roberts Street Parking Ramp – Kesler Parcel at 624 2nd Avenue North.
- 5. Applications for Games of Chance:
  - a. YWCA Cass Clay for a raffle on 9/7/17.
  - b. Nativity Church of Fargo for a raffle on 11/5/17.
  - c. River Keepers for a raffle on 10/1/17.
  - d. 4 Luv of Dog Rescue for a raffle on 11/11/17.
  - e. Assistive for a raffle on 9/25/17; Public Spirited Resolution.
- 6. Professional Services Agreement with the Greater Fargo Moorhead Economic Development Corporation.
- 7. Agreement for Services with Samantha Nienow to build an online training module for the Child Care Physical Activity Step 1.
- 8. Notice of Grant Award for the Title X Family Planning Program services (CFDA Nos. 93.217 and 93.994).
- 9. Letter of Agreement for Consultant Services with A. Straus & Associates, Inc. dba Maverick & Boutique in an amount not to exceed \$49,000.00 for strategic planning at the Fargo Public Library.
- 10. Resolution establishing a name for the existing public right of way to Roberts Alley.

11. Change Order No. E-1 for an increase of \$24,658.36 for the Police Department Remodeling Project at the Border States Electric Building (electrical construction contract).
12. Interlocal Agreement with Cass County and allocation of the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funding in the amount of \$47,021.00 (CFDA #16.738).
13. Forward Contract with Hartland Fuel Products for fuel purchasing in the 1st and 2nd Quarters of 2018.
14. Purchase of one anti-ice skid from Northern Truck Equipment Corporation in the amount of \$29,980.00.
15. Purchase of one brush chipper from Trenchers Plus in the amount of \$68,200.00.
16. Permanent Easement (Underground Utility) with Val-Ed Joint Venture LLP for City owned property at 302 42nd Street South.
17. Waiver from Sheyenne River Setback Ordinance for improvements to the Sheyenne River Pump Station at 6832 52nd Avenue South.
18. Change Order No. 1 for an increase of \$51,289.97 for Project No. FM-15-B2.
19. Final Balancing Change Order No. 3 for an increase of \$1,941.10 for Project No. FM-14-62.
20. Bid award for Project No. UR-17-F1.
21. Bid advertisement for Project Nos. FM-17-B and TR-17-A.
22. Contracts and bonds for Project No. EP-17-A and The Fargo Project – Overlook, Natural Play, Trails.
23. Change Orders for Project No. WA1301
  - a. No. 11 for an increase of \$71,950.00 for the general construction contract.
  - b. No. 9 for an increase of \$25,724.23 for the mechanical construction contract.
24. Bills.
25. Declaration of Easement (Street and Utility) for Improvement District No. PR-17-A0.
26. Final Balancing Change Order No. 2 for an increase of \$18,741.20 for Improvement District No. BN-15-M1.
27. Amended Final Balancing Change Order No. 3 for a decrease of \$31,532.20 for Improvement District No. UR-15-B1.
28. Change Order No. 1 for an increase of \$76,991.99 for Improvement District No. BN-17-B1.
29. Bid award for Improvement District No. BN-17-H1.
30. Contracts and bonds for Improvement District Nos. PR-17-F1, SL-17-E1 and UN-15-B1.

**REGULAR AGENDA:**

31. Presentation from the Fargo Policy Fellowship on affordability in Fargo.
32. Public Hearings - 5:15 pm:
  - a. Application filed by R & R LLC d/b/a Reese Riley Bistro for a Class "GH" Alcoholic Beverage License at 2653 45th Street South.
  - b. Application filed by Dakota Pie LLC d/b/a Blaze Pizza for a Class "GH" Alcoholic Beverage License at 1443 42nd Street South.
  - c. Original Townsite Addition (111 9th Street South); approval recommended by the Planning Commission on 8/1/17:
    1. Zoning change from MR-3, Multi-Dwelling Residential to DMU, Downtown Mixed-Use.
    2. 1st reading of rezoning Ordinance.
  - d. Renaissance Zone Project for DFI Dillard LLC for a new construction project located at 223 and 229 Roberts Street North.
33. Consider the Fifth Amendment to the Development Agreement with Block 9 Partners LLC.
34. Recommendation to appoint Nathan Larson to the Historic Preservation Commission.

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](http://FargoND.gov/citycommission).



①

Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

August 22, 2017

City Commissioners  
City of Fargo  
200 North Third Street  
Fargo, ND 58102

Dear Commissioners:

At its meeting on August 16, 2017, the Liquor Control Board considered a request for an amendment to Fargo Municipal Code §25-1509, allowing minors to enter a liquor establishment for the purpose of training, education or research purposes. It was determined that State Law, North Dakota Century Code §5-01-08 (2) (e) permits such entrance, provided the minor is supervised by an individual 21 years of age or older, and the local licensing authority is notified in advance. The Liquor Control Board recommended approval of the amendment to the Fargo Municipal Code to mirror the language in the State Statute, and requested this office draft the amendment for your consideration. Accordingly, attached for your review is an amendment to Fargo Municipal Code §25-1509(C) permitting minors to enter and remain on the licensed premises where alcohol is sold for purposes of training, education and research, provided certain conditions are met.

Suggested Motion:

I move to receive and file an amendment to Fargo Municipal Code §25-1509(C).

Sincerely,

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

Nancy J. Morris

Enclosure





OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTION 25-1509, OF ARTICLE 25-  
15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING  
TO ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1509 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

25-1509. Restrictions on sale, service or dispensing of alcoholic beverages.--

- A. No licensee, his agent or employee, shall sell, serve or dispense any alcoholic beverage to a person under 21 years of age; and no licensee, his agent or employee, shall permit any person under 21 years of age to be furnished with any alcoholic beverage upon the licensed premises.
- B. No person under 21 years of age shall be permitted to enter any portion of licensed premises in which alcoholic beverages are sold, served or dispensed; nor shall anyone under the age of 21 years be employed in any portion of licensed premises in which alcoholic beverages are sold, served or dispensed, except as provided in subsections (C) and (D) of this section. For purposes of this section, a person is not 21 years of age until 8 a.m. on the person's twenty-first birthday.

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- 1 C. Any person under 21 years of age may enter and remain in a restaurant  
2 where alcoholic beverages are being sold if the restaurant is separated from  
3 the room in which alcoholic beverages are opened or mixed and if gross  
4 sales of food are at least equal to gross sales of alcoholic beverages which  
5 are consumed in the dining area. Any person who is employed by the  
6 restaurant as a food waiter, food waitress, busboy or busgirl may not engage  
7 in the sale, dispensing, delivery or consumption of alcoholic beverages;  
8 provided, that any person who is between 18 and 21 years of age may be  
9 employed by the restaurant to serve and collect money for alcoholic  
10 beverages, if the person is under the direct supervision of a person 21 or  
11 more years of age. A law enforcement officer, or person cooperating with  
12 and under the control of such law enforcement officer, under the age of 21  
13 years may enter premises where alcoholic beverages are sold, dispensed, or  
14 consumed in the performance of an official duty. Any establishment where  
15 alcoholic beverages are sold may employ persons from 18 to 21 years of age  
16 to work in the capacity of musicians under the direct supervision of a person  
17 over 21 years of age. Any person under 21 years of age may enter and  
18 remain on the license premises if the person is an independent contractor or  
19 the independent contractor's employee engaged in contract work and is not  
20 engaged in selling, dispensing, delivering or consuming alcoholic beverages,  
21 or if the individual enters the premises for training, education, or research  
22 purposes under the supervision of an individual twenty-one or more years of  
23 age with prior notification of the local licensing authority. Any person under  
21 years of age may remain in the area of and event where beer, wine, or  
sparkling wine is sold in accordance with the conditions of an event permit  
issued pursuant to § 5-02-01.1, N.D.C.C., and the city comparable ordinance  
§ 25-1506(G)(4).
- D. Any person under 21 years of age may enter and remain in a restaurant  
where alcoholic beverages are being sold when accompanied by a parent or  
legal guardian, whether or not the restaurant is separated from the room in  
which alcoholic beverages are opened or mixed and whether or not gross  
sales of food are equal to gross sales of alcoholic beverages. For purposes of  
this subsection, a restaurant shall be any establishment which serves  
prepared food and holds a restaurant license or permit pursuant to the  
provisions of article 13-04 of the Fargo Municipal Code.
- E. No Class "B" or Class "D" licensee shall permit the opening or consumption  
of alcoholic beverages upon the licensed premises; provided, that a Class  
"B" licensee may permit the sampling of alcoholic beverages upon the

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licensed premises without charge to the consumer.

- 1 F. No licensee, his agent or employee shall sell, serve, consume or permit to be  
2 sold, served or consumed on the licensed premises any alcoholic beverages  
3 after 2:00 a.m. on Sundays, before 11:00 eleven a.m. on Sundays, or between  
4 the hours of 2:00 a.m. and 8:00 a.m. on all other days of the week; nor shall  
5 any licensee, his agent or employees sell, serve or permit to be sold, served  
6 or consumed on the licensed premises any alcoholic beverage on Christmas  
7 Day or after 6:00 p.m. on Christmas Eve. Additionally, there shall be no off-  
8 sale sales allowed after 2:00 a.m. on Thanksgiving Day or between the hours  
9 of 2:00 a.m. and 12:00 noon on Sundays. For purposes of this provision, any  
10 person having a glass or other opened container containing an alcoholic  
11 beverage in close proximity or otherwise available for consumption shall be  
12 deemed to be consuming an alcoholic beverage.
- 13 G. All licensed premises shall be closed and locked not more than one-half hour  
14 after the termination of business hours as specified in subsection (F) of this  
15 section and no persons shall be permitted to remain on said premises  
16 thereafter except for the owner and his employees for normal cleaning and  
17 maintenance activities; provided, that a licensee may remain open for the  
18 purpose of providing food service and operate its entertainment business,  
19 provided, however, that the licensee must comply with all other terms of  
20 Article 25 and those of its State of North Dakota liquor license.
- 21 H. No license to sell alcoholic beverages under the provisions of this article  
22 shall entitle the holder thereof to carry on such business at more than one  
23 location under any one license and each license shall contain a legal  
description of the place where the holder thereof operates such business;  
provided, however, the foregoing provision shall not apply in the case where  
a licensee, in addition to his regular license, is granted a Class "E" license to  
engage in the sale of alcoholic beverages at the place designated in the Class  
"E" license. In addition, the provisions of this subsection shall not apply to  
any licensee serving alcoholic beverages at the city auditorium or the  
Fargodome, pursuant to the provisions of article 18-05 and article 34-01 of  
the Fargo Municipal Code; provided, however, that all other provisions of  
this article and all other ordinances of the city of Fargo, not inconsistent  
herewith, shall apply to any licensee serving alcoholic beverages at the city  
auditorium or the Fargodome.
- I. No licensee, his agent or employee shall sell or serve, or permit to be sold or  
served on the licensed premises any food other than prepackaged,  
confectionery items such as peanuts, potato chips and similar items, and

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prepackaged sandwiches, pizza and similar food products which are prepared and packaged off the licensed premises; provided, that this prohibition shall not apply to licensed establishments which hold a restaurant license or permit pursuant to the provisions of article 13-04 of the Fargo Municipal Code.

J. Any licensee holding a Class "AB", Class "ABH", Class "A", Class "C", Class "FA", Class "FA-RZ", Class "G", Class "H", Class "Y", Class "W" or Class "I" license, who also holds a restaurant license, limited restaurant license, or permit issued pursuant to the provisions of Article 13-04 of the Fargo Municipal Code, and who regularly serves food and beverages, may dispense alcoholic beverages in connection with food sales, on tables located on the public sidewalk adjacent to the licensed establishment; provided, that tables on the public sidewalk shall be in accordance with Article 18-03 of the Fargo Municipal Code.

\* K. Any person under 21 years of age may enter and remain in a licensed premises for a designated alcohol-free public event in any licensed premises or in a separate room within the licensed premises where the licensee has determined not to sell or permit consumption or possession of alcoholic beverages on that licensed premises or within the designated separate room within the licensed premises during a specified time period provided the licensee complies with the requirements of this subsection. For purposes of this subsection a public event is any event to which admission is open to the general public and may be gained with or without payment of a fee or an event which is advertised to the general public.

\* \* \* \*

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.

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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

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

20

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:

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- 1 a. Reading, selecting, or entering a telephone number, an extension number,  
2 or voice mail retrieval codes and commands into an electronic device for the  
3 purpose of initiating or receiving a telephone or cellular phone call or using  
4 voice commands to initiate or receive a telephone or cellular phone call;  
5 b. Inputting, selecting, or reading information on a global positioning system  
6 device or other navigation system device;  
7 c. Using a device capable of performing multiple functions, such as fleet  
8 management systems, dispatching devices, smart phones, citizen band radios,  
9 music players, or similar devices, for a purpose that is not otherwise  
10 prohibited;  
11 d. Voice or other data transmitted as a result of making a telephone or cellular  
12 phone call; ~~or~~  
13 e. Data transmitted automatically by a wireless communication device  
14 without direct initiation by an individual; ~~or~~  
15 f. A wireless communications device used in a voice-activated, voice-  
16 operated, or any other hands-free manner.

17 \* \* \* \*

18 Section 2. Penalty.

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

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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

26

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.

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FARGO, NORTH DAKOTA

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

- 1 B. The elements of an offense under this section are the elements of the offense for a  
2 violation of this chapter or Title 39 of the North Dakota Century Code and the  
3 additional elements that create an offense under the above subsection.
- 4 C. An individual may be issued a citation or summons for any other traffic offense that  
5 was committed by the individual in relation to the individual's commission of this  
6 traffic offense.
- 7 D. As used in this section, "operation of a motor vehicle while distracted" means the  
8 operation of a motor vehicle by an individual who, while operating the vehicle, is  
9 engaged in an activity that:
- 10 1. Is not necessary to the operation of the vehicle; and
  - 11 2. Actually impairs, or would reasonably be expected to impair, the ability of the  
12 individual to safely operate the vehicle.

13 Section 2. Penalty.

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

17 Section 3. Effective Date.

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

20 \_\_\_\_\_  
21 Timothy J. Mahoney, Mayor

22 (SEAL)

23 Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

20

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

13

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

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN OSGOOD TOWNSITE FIFTEENTH 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 Fifteenth 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 August 14, 2017,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Two (2), Block One (1), Osgood Townsite Fifteenth Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "LC", Limited Commercial, District, to "LC", Limited Commercial with a PUD, Planned Unit Development Overlay, District as follows:

Setback: The minimum rear setback for a pet enclosure part of a pet boarding facility shall be 15 feet.

Landscaping: An additional 29 trees will be installed between the outdoor pet enclosure and the adjacent MR-3 zoning district to the north, as shown on the Final Plan Exhibit B.

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

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Additional Standards:

1       Hours of Operation: Use of the pet enclosure for outdoor play by pets shall be restricted  
2       to the hours of 10 am to 12 pm and 3 pm to 5 pm, seven days per week. Use of the pet enclosure  
3       to allow pets to relieve themselves (i.e. bathroom breaks) as needed, shall be allowed at any time.

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

6       Section 3. This ordinance shall be in full force and effect from and after its passage and  
7       approval.  
8  
9

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

10       (SEAL)

11  
12       Attest:

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

First Reading:  
Second Reading:  
Final Passage:



④

Office of the City Attorney

City Attorney  
Erik R. Johnson

August 24, 2017

Assistant City Attorney  
Nancy J. Morris

Board of City Commissioners  
City Hall  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

**RE: Roberts Street Parking Ramp—"Kesler Parcel"—624 2<sup>nd</sup> Ave N.**

Dear Commissioners:

Enclosed for your consideration is a Resolution intended purely to address a somewhat technical real estate title issue. The City Commission has already approved the sale of the city-owned lot located to the Developer as part of the Roberts Street Ramp project. The city-owned parcel is located at 624 2<sup>nd</sup> Avenue North--immediately across the avenue from the project. It is currently operated by the City as a parking lot (commonly referred to as the Black Building parking lot). The Developer calls this the "Kesler Parcel". When the City acquired the lot, title was held in the name of the Municipal Parking Authority of the City of Fargo. The parking lot has been part of the Fargo Municipal parking system (Fargo Municipal Code Article 18-07). As such, by city ordinance, the Board of City Commissioners acts as the Fargo Municipal Parking Authority. Therefore, in order to convey this parcel, the deed needs to reflect the conveyance by the Municipal Parking Authority and the enclosed Resolution will acknowledge this "alter ego" of the City Commission and authorize the conveyance and authorize the Mayor to execute the appropriate deed and to authorize the Mayor and/or the City Attorney to execute related documents.

**SUGGESTED MOTION:** I move to approve the enclosed Resolution as presented.

Sincerely,  
A handwritten signature in black ink, appearing to be "ERJ", written over a circular flourish.  
Erik R. Johnson

ERJ/lmw

Enclosure



Commissioner \_\_\_\_\_ moved for the approval of the following:

**RESOLUTION**

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

WHEREAS, the City of Fargo has established a unified municipal parking system pursuant to N.D.C.C. Chapter 40-60 which system was established pursuant to Article 18-07 of the Fargo Municipal Code; and,

WHEREAS, the Board of City Commissioners of the City of Fargo has been, by Fargo Municipal Code §18-0702, designated as the Municipal Parking Authority for the City of Fargo and is vested with all the powers and duties of such authorities as provided in Chapter 40-61, N.D.C.C.; and,

WHEREAS, the Municipal Parking Authority of the City of Fargo is the record owner of certain property pursuant to a warranty deed recorded August 24, 1977 in book 419 of Deeds, page 272, as Document #523960 situate in the county of Cass and State of North Dakota more fully described as:

Lots "A", "B", "C", "D", "E" and "F" of Hagaman's Subdivision of Block Two (2), of Roberts' Addition to the City of Fargo

[hereinafter the "Subject Property"]; and,

WHEREAS, the City of Fargo has entered into a Development Agreement with DFI Roberts LLC dated April 25, 2016, requiring the sale and conveyance of the Subject Property under certain specified terms to DFI Roberts LLC, or its assignee,;

NOW, THEREFORE, BE IT RESOLVED, by the Board of City Commissioners of the City of Fargo, North Dakota, that:

1. The conveyance of the Subject Property by the Municipal Parking Authority of the City of Fargo to DFI Roberts LLC, or its assignee, DFI Kesler LLC, by Warranty Deed, is hereby approved and authorized;
2. The Mayor of the City of Fargo and City Auditor are hereby authorized to execute and sign said Warranty Deed on behalf of the City of Fargo, a North Dakota municipal corporation, acting as the Municipal Parking Authority of the City of Fargo pursuant to the City of Fargo Municipal Code Section 18-0702; and,
3. The Mayor, the City Attorney, or either of them, is authorized to execute any other documents necessary or appropriate to effect said transfer and conveyance.



COMMISSIONER \_\_\_\_\_ introduced the above resolution and moved its adoption. The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER \_\_\_\_\_, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS \_\_\_\_\_. The following were absent and not voting: \_\_\_\_\_, and the following voted against the same: \_\_\_\_\_, whereupon the resolution was declared duly passed and adopted.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota,  
do hereby certify that attached hereto is a full, true and correct copy of the Resolution adopted by  
the governing body of the City of Fargo at the meeting held on \_\_\_\_\_, 20\_\_\_\_,  
and that such Resolution is now a part of the permanent records of the City of Fargo, North  
Dakota, as such records are filed in the office of the City Auditor.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Auditor

(SEAL)

5a

25.00 cc  
8/15/17

☒ Local Permit

\* ☐ Charity Local Permit (one event per year)

Name of Non-profit Organization <b>YWCA Cass Clay</b>		Date(s) of Activity <b>Sept 7 to -</b>		For a raffle, provide drawing date(s): <b>Sept. 7</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Erin Prochnow</b>		Title <b>CEO</b>		Business Phone Number <b>701-232-2547</b>	
Business Address <b>3100 12<sup>th</sup> Ave N</b>		City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58102</b>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Delta by Marriott hotel</b>		Site Address <b>1635 42<sup>nd</sup> St SW</b>			
City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58103</b>	County <b>Cass County</b>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

Game Type	Description of Prize	Retail Value of Prize
Raffle	Medora hotel & musical package	\$477
Raffle	Disney passes	\$648
Raffle	Liquor Wagon	\$300
Raffle	Bison tickets	\$200
Raffle	Fargo Force tx, pkg	\$350
Raffle	Redhawks suite	\$500
Raffle	Travel Travelcert	\$300
Raffle	NASCAR tx	\$600

[illegible]


	(Limit \$12,000 per year)
Total:	\$ 3,375

Intended uses of gaming proceeds: Support of YWCA emergency shelter operations

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 08/15/17	Title CEO	Business Phone Number 701-233-2541
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(56)

\$25.00  
V11142  
8-23-17

## 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 <b>NATIVITY CHURCH OF FARGO</b>		Date(s) of Activity <b>11-5-17 to 11-5-17</b>		For a raffle, provide drawing date(s): <b>11-5-17</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>DAVID M. KRAMER</b>		Title <b>TREASURER</b>		Business Phone Number <b>701-232-7824</b>	
Business Address <b>1825 11<sup>TH</sup> STREET S.</b>		City <b>FARGO</b>		State <b>ND</b>	Zip Code <b>58103</b>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <b>NATIVITY CHURCH</b>		Site Address <b>1825 11<sup>TH</sup> ST. S.</b>			
City <b>FARGO</b>		State <b>ND</b>	Zip Code <b>58103</b>	County <b>CASS</b>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

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

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<b>RAFFLE</b>	<b>CASH</b>	<b>\$ 500.00</b>	<b>RAFFLE</b>	<b>CASH</b>	<b>50.00</b>
"	"	<b>500.00</b>	"	"	<b>50.00</b>
"	"	<b>100.00</b>	"	"	<b>50.00</b>
"	"	<b>100.00</b>	"	<b>FROZEN Turkey</b>	<b>10 @ 20.00</b>
"	"	<b>100.00</b>			
"	"	<b>100.00</b>			
"	"	<b>50.00</b>			
"	"	<b>50.00</b>			
"	"	<b>50.00</b>			
Total:					(Limit \$12,000 per year) <b>\$ 1,900.00</b>

Intended uses of gaming proceeds: **CHARITABLE CAUSES + FACILITY 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 <b>8/23/17</b>	Title <b>FESTIVAL TREASURER</b>	Business Phone Number <b>701-232-2414</b>
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(50)

## APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL  
SFN 9338 (08/2016)

\$2500  
cc 7/1/16  
8-23-17

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

Name of Non-profit Organization <b>River Keepers</b>		Date(s) of Activity to <b>October 1, 2017</b>		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Christine Holland</b>		Title <b>Executive Dir</b>		Business Phone Number <b>(701) 235-2895</b>	
Business Address <b>1120 28th Ave. N., Ste. B</b>		City <b>Fargo</b>		State <b>ND</b>	Zip Code
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <b>HoDo</b>		Site Address <b>101 Broadway</b>			
City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58102-4925</b>	County <b>Cass</b>	
Check the Game(s) to be Conducted: <del>Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.</del>					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

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

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
raffle	C.U. Painting	\$25.00	raffle	C.U. Painting	\$25.00
raffle	C.U. Painting	\$25.00	raffle	C.U. Painting	\$25.00
raffle	caramel rolls	\$5.00	raffle	caramel rolls	\$5.00
raffle	caramel rolls	\$5.00	raffle	caramel rolls	\$5.00
raffle	succulent plants	\$25.00	raffle	succulent plant	\$25.00
raffle	succulent plants	\$25.00	raffle	succulent plant	\$25.00
raffle	succulent plants	\$25.00	raffle	succulent plant	\$25.00
raffle	Ace gift card	\$25.00	raffle	Paint set	\$30.00
raffle	BBQ set	\$27.00	raffle	Birding set	\$23.00
Total: \$					375.00

(Limit \$12,000 per year)

Intended uses of gaming proceeds: educational river outreach

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: \$ 2,800.00 . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Christine Holland</i>	Date <b>8/21/2017</b>	Title <b>Executive Director</b>	Business Phone Number <b>(701) 235-2895</b>
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(5d)

✓ 1301  
8/24/17

**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 <b>4 Luv of Dog Rescue</b>		Date(s) of Activity <b>11/11/17 to 11/11/17</b>		For a raffle, provide drawing date(s): <b>11/11/17</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Jill Nond</b>		Title <b>Fundraising Coordinator</b>		Business Phone Number <b>701-205-0190</b> <sup>268</sup> <sub>277</sub>	
Business Address <b>PO Box 9283</b>		City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58106-9283</b>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Holiday Inn Fargo</b>		Site Address <b>3803 13th Ave. S.</b>			
City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58103</b>	County <b>Cass</b>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

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

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash	approx. \$1,200

**RECEIVED**

ATTY. GENERAL'S LICENSING DEPT.

AUG 14 2017

Check \_\_\_\_\_

Draft \_\_\_\_\_

Cash \_\_\_\_\_ M.O. \_\_\_\_\_

(Limit \$12,000 per year)  
Total: \$ **1,200**  
*approx.*

Intended uses of gaming proceeds: to benefit 4 Luv of Dog Rescue

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

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

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

Signature of Organization's Top Executive Official <i>[Signature]</i>	Date <b>8-6-17</b>	Title <b>President</b>	Business Phone Number <b>701-205-0190</b>
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5e

☒ Local

Assistive

Game Type	Description of Prize	Retail Value of Prize
Raffle	Cart of alcoholic beverages	1000.00


Game Type	Description of Prize	Retail Value of Prize
Total:		(Limit \$12,000 per year) \$ 1000

Intended uses of gaming proceeds: provide grant funds to individuals to access assistive technology equipment

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 2/27/17	Title CEO	Business Phone Number 706-365-4728
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August 28, 2017

**To: Board of City Commissioners**  
**Fr: Michael Redlinger, Assistant City Administrator**  
**Re: Greater Fargo Moorhead Economic Development Corporation (GFMEDC) Professional Services Agreement**

**Recommendation:** The Board of City Commissioners is asked to consider and approve a Professional Services Agreement with the Greater Fargo Moorhead Economic Development Corporation (GFMEDC) for the period of September 1, 2017 to December 31, 2018.

**Background:** The City of Fargo and GFMEDC desire to increase coordination and communication between the two entities to support comprehensive economic development in Fargo. City staff, in conjunction with GFMEDC, developed an agreement to define the roles and responsibilities of GFMEDC and the City, as both organizations provide economic development services and support special initiatives in the metropolitan area (e.g. workforce development).

In addition to fostering a stronger relationship between the City and GFMEDC, the proposed agreement defines the payment terms of the City's financial contribution to GFMEDC and a reporting framework. GFMEDC will provide the City Commission and City staff with quarterly written reports and appear biannually to brief the Commission on economic development activities conducted on Fargo's behalf.

**Financial Considerations:** The 2017 Operating Budget contains \$25,000 to support the City of Fargo–GFMEDC partnership, with the same funding level proposed in the 2018 Operating Budget. The term of the agreement and payment schedule to GFMEDC is outlined in the table below.

2017 Budget
Term: September 1, 2017 – December 31, 2017 <ul style="list-style-type: none"><li>\$25,000 investment to be made no later than October 1, 2017.</li></ul>
2018 Budget
Term: January 1, 2018 – December 31, 2018 <ul style="list-style-type: none"><li>\$25,000 investment to be made no later than July 1, 2018.</li></ul>

Attachment: GFMEDC Professional Services Agreement



## Professional Services Agreement

*Between the City of Fargo, ND and the Greater Fargo Moorhead Economic Development Corporation*

THIS PROFESSIONAL SERVICES AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_, 2017, by and between the City of Fargo, ND, hereinafter referred to as the "City" or "Fargo" and the Greater Fargo Moorhead Economic Development Corporation, a non-profit corporation, qualified to do business in the State of North Dakota, hereinafter referred to as "GFMEDC" or the "EDC".

### RECITALS

WHEREAS, the mission of the EDC is to be a catalyst for economic growth and prosperity. Using a comprehensive approach to economic development, the GFMEDC accelerates job and wealth creation in the region to support primary sector business and in doing so build a stronger economy throughout "Greater Fargo Moorhead" by developing the workforce, retaining and expanding existing businesses and industries, attracting new businesses and industries, and initiating, facilitating, and supporting traditional and high-tech infrastructure enhancement; and

WHEREAS, EDC advocates, promotes, and facilitates efforts and activities which support the growth and expansion of existing business as well as attraction of new primary sector business, by: providing targeted lead generation and support to business prospects; maintaining a repository of data on the regions' economic health and stability; undertaking regional marketing by attendance at business development symposiums/conferences and through publications and media.

WHEREAS, the City is engaged in a variety of economic development activities, which are not limited to primary sector business, to build a stronger Fargo economy and provide jobs, property tax base, and economic choices for its citizens; and

WHEREAS, the City support for economic development is evidenced through its appropriation and resources including staff, marketing, public utility, infrastructure, legislative advocacy, and partnerships; and

WHEREAS, the City and EDC, as partners in economic development, wish to support one another in building the economy of Fargo.

NOW THEREFORE BE IT RESOLVED by the City and the EDC that in consideration of the mutual promises set forth herein, it is agreed as follows:

1. The Parties Agree that the following terms are defined as follows:

- a. Primary Sector. Primary Sector business is one that produces and/or adds value to products and services, bringing new wealth into the community through the sale of those goods and services outside of the trade area.
- b. Prospect Inquiry. A prospect inquiry will be defined as any Primary Sector prospect, as an Individual, Corporation, or Represented by a Site Selector, showing an interest in or identified by the EDC as a potential lead for creating a new or expanded presence in Fargo.
- c. Workforce Development Services. A Workforce Development Service will be defined as any program or initiative focused on maintaining existing workforce, attracting new workforce and the growth of the workforce pipeline to match employees with business demands.

- d. Entrepreneurial Development Services. An Entrepreneurial Service will be defined as any program or initiative established for the “Start Up” of a primary sector business or commercialization of any nascent technology.

2. Role and Responsibilities of the City.

- a. The City of Fargo Economic Development Office (EDO) and Tax Exempt Review Committee (TERC) shall administer and manage the City of Fargo’s financing incentives, state and federal grants, and loans required for primary sector businesses. The City’s Tax Exempt Review Committee will further evaluate primary sector incentive applications and requests for consistency and conformity to City of Fargo economic development policies.
- b. Support the EDC’s commitment to actively “sell” Fargo as a location option in all marketing and outreach activities and to primary sector site selectors, expansion, and relocation inquiries received by the EDC.
- c. Commit to providing staff and necessary support in order to actively partner with the EDC in all site selector, expansion, and relocation inquiries to the EDC which identify Fargo as a possible choice to provide services, including but not limited to the following: site identification, cost estimates, infrastructure requirements, financing programs, regulatory matters, preparation of materials, direct or indirect (through GFMEDC) communication with the prospect.
- d. Provide staff knowledgeable in development and business finance, including but not limited to: site location/availability, infrastructure requirements and special assessment costs (sewer, water, gas, electricity, drainage, storm-water retention, and streets), property tax calculations and market value estimates, environmental regulations, and zoning.
- e. Provide North Dakota legislative advocacy assistance.
- f. Provide, administer, and manage Fargo’s financing incentives, state and federal grants and loans, as required.
- g. Coordinate with the City of Fargo’s departments, municipal utilities, and North Dakota regulators/agencies.

3. Role and Responsibilities of the EDC.

- a. Commit to actively “sell” Fargo as a location option in all marketing and outreach activities and to primary sector site selectors as well as expansion and relocation inquiries received by the EDC.
- b. EDC staff, in conjunction with the Fargo EDO and TERC, shall assist in managing primary sector projects and incentive applications and present to commission and/or respective city committees for approvals. EDC staff shall monitor claw back provisions as defined by the City of Fargo. Written reports will be provided quarterly to the City Commission and City staff. GFMEDC agrees to provide an in-person presentation to the full City Commission twice per year at a regular meeting.
- c. Consult with the City, at the time of initial inquiry, with authorization by a prospect or representative thereof, in order to assess the potential opportunity and respond to requests for information or preparation of proposals. If a client or consultant requires a non-disclosure agreement, the EDC will be allowed to withhold any information until released by such agreement.

- d. EDC will commit to provide organizational resources to facilitate economic development in Fargo and to undertake proactive marketing and outreach activities as part of its overall marketing of Fargo.
  - e. Assist the City in planning and strategic positioning efforts with respect to properties within Fargo.
  - f. Consult with the City, with authorization by a prospect or representative thereof, communications regarding potential and qualified/targeted business leads. If a client or consultant requires a non-disclosure agreement, the EDC will be allowed to withhold any information until released by such agreement.
  - g. Provide a regional platform for collaboration and partnership.
  - h. Conduct a minimum of approximately 75 business development calls a year to primary sector employers in the City of Fargo.
  - i. The EDC has two identity markers: GFMEDC and Smart Move Fargo/Moorhead, both of which will be used by the EDC to promote Fargo's economic development identity.
  - j. Provide workforce development services to Primary Sector or Technology Businesses in the City of Fargo.
  - k. Provide Entrepreneurial Development Services to Primary Sector or Technology Sector businesses in the City of Fargo.
  - l. Provide, upon request, research information pertaining to non-primary sector businesses. Keep EDC's website up to date with "Fargo specific" information and contacts.
  - m. Develop EDC financial goals, strategies, and a comprehensive investor relations and outreach plan during the term of the agreement.
4. Reports. The EDC will deliver to the City a quarterly written report and no less than two oral reports to the full City Commission per year, including prospect/site selector inquiries, outreach/marketing activities, and a summary of all other Fargo-specific activities.
5. Compensation. The City shall pay \$25,000 to the EDC in a single payment no later than October 1, 2017 for services rendered in 2017. The City shall pay a second installment of \$25,000 no later than July 1, 2018 for services rendered in 2018. The EDC shall be responsible for its expenses, including out of pocket expenses, in providing services to the City.
6. Term. The term of this Professional Services Agreement shall be for the period of September 1, 2017 through December 31, 2018. It is understood that this Professional Services Agreement requires the annual review and approval of the City Commission. The EDC's attainment of private sector funding shall be viewed favorably by the City Commission in its deliberations to extend the Professional Services Agreement and maintain existing, or increased, City funding contributions to the EDC in 2019 and subsequent budget years.
7. Independent Contractor Status. Nothing in this Contract shall constitute either party hereto, the agent for the other party for any purpose. The EDC shall be deemed to be an independent contractor with full control over the manner and method of its performance hereunder.
8. Indemnity. The EDC and City shall comply with all federal, state, and local laws and ordinances applicable to the work to be conducted pursuant to this Contract. The EDC and City agree to mutually indemnify, save and hold harmless the City or the EDC, its officers, agents and employees, from all claims, suits or actions of whatever nature resulting from or arising out of the activities of the City or EDC, or its officers, agents or employees under this Contract. Nothing herein shall be deemed a waiver by the City of the

limitations on liability set forth in North Dakota Century Code, Chapter 22-02, and the City's obligation to indemnify, hold harmless and defend the EDC shall be limited by the limitations on liability set forth in North Dakota Century Code, Chapter 22-02, less any amounts which the City is required to pay on its own account, or on account of the City's officers, agents or employees.

9. Written Amendment Required. No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Agreement.
10. Severability Clause. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
11. Agreement Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.
12. North Dakota Law Applies. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement as of the day and year first above written.

**THE CITY OF FARGO, ND**

**GREATER FARGO MOORHEAD  
ECONOMIC DEVELOPMENT CORPORATION**

\_\_\_\_\_  
By: Its Mayor

\_\_\_\_\_  
By: James Gartin, Its President

\_\_\_\_\_  
By: Its City Administrator



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

①

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

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: AUGUST 23, 2017**

**RE: AGREEMENT FOR SERVICES WITH SAMANTHA-  
NIENOW FOR \$500.00**

The attached agreement is for services to build an online training module for the Child Care Physical Activity.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the agreement with Samantha Nienow for online training.

RR/la  
Enclosure

## AGREEMENT FOR SERVICES

**THIS AGREEMENT**, effective the 1st day of September 2017, by and between Fargo Cass Public Health ("FCPH"); and Samantha Nienow, President, Red Zest Design, Inc.

**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 September 1, 2017, through August 31, 2018.
- B. **Services to be provided by independent contractor:** To build out Phase 1 of the development of an online training module for the Child Care Physical Activity Step 1 training, which will include a mini pilot of the module using the new updates to images, slides, one short video embedded, one audio clip and a short quiz. The contractor, Samantha Nienow will set up the elements in the Thinkific platform and then provide full access to the changes or edited materials. A full quote to build out the rest of the course will be provided by the contractor, if Thinkific platform meets all project needs.
- C. **Reimbursement:** The contracting independent contractor shall be reimbursed \$500.00 for Phase 1 and submit an invoice, not to exceed \$500.00.
- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** The contracting independent contractor 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 an employee of Fargo Cass Public Health for any other purpose.
- B. The laws of the State of North Dakota shall govern this service agreement. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

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

**FARGO CASS PUBLIC HEALTH**

By   
Ruth Roman, Director of Public Health

Date 8/23/17

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

Date \_\_\_\_\_

**RED ZEST DESIGN, INC.**

By   
Samantha Nienow, President

Date 8/22/2017



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

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

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: AUGUST 23, 2017**

**RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH**  
**FOR TITLE X FAMILY PLANNING PROGRAM FOR \$181,144**  
**CONTRACT NO. G17.222 CFDA 93.217 & 93.994**

The attached contract with the North Dakota Department of Health for \$181,144 is for the Title X Family Planning Program services in the clinic.

No budget adjustment is necessary.


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

**Suggested Motion:**

Move to approve the contract with North Dakota Department of Health to provide more services.

RR/LA  
Enclosure



		<b>NOTICE OF GRANT AWARD</b> SFN 53771 (1-2016)		<b>NORTH DAKOTA DEPT. OF HEALTH (NDDoH)</b> 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200	
<b>GRANT NUMBER</b>	<b>CFDA NAME</b>	<b>CFDA NUMBER</b>	<b>START DATE</b>	<b>END DATE</b>	
G17.222	FP: Family Planning - Services, MCH: Maternal and Child Health Services to the States.	FP: 93.217 for \$171,144. MCH: 93.994 for \$10,000	7/1/2017	6/30/2018	
<b>FEDERAL AWARD DATE</b>	<b>FEDERAL AWARDING AGENCY</b>	<b>FAIN NUMBER</b>	<b>GRANT TYPE: PROGRAM or R&amp;D</b>		
MCH: 04/05/2017	FP: Department of Health and Human Services, MCH: Department of Health and Human Services.	MCH: B04MC30632	Program		
<b>THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.</b>					
<b>TITLE OF PROJECT/PROGRAM</b>	<b>NDDoH PROJECT CODE</b>				
Grantee to provide Title X Family Planning Program	4541 HLH3118 01: \$171,144; 4541 HLH3136 03: \$10,000				
<b>GRANTEE NAME</b>	<b>PROJECT DIRECTOR</b>	<b>ADDRESS</b>			
Fargo Cass Public Health	Cora Rabenberg	600 E. Boulevard Ave., Dept. 301			
<b>ADDRESS</b>	<b>CITY/STATE/ZIP</b>	<b>CONTACT NAME</b>			
1240 25th Street S	Fargo, ND 58103	Cora Rabenberg			
<b>CITY/STATE/ZIP</b>	<b>TELEPHONE NUMBER</b>	<b>EMAIL</b>			
Ruth Roman	701.241.1360	crabenberg@nd.gov			
<b>TELEPHONE NUMBER</b>	<b>EMAIL</b>	<b>Total Costs</b>			
		\$181,144			
<b>Amount Awarded</b>	<b>NDDoH Cost Share</b>	<b>Grantee Cost Share</b>			
	\$181,144	\$0			
<b>Previous Funds Awarded</b>	\$0	\$0			
<b>Total Funds Awarded</b>	\$181,144	\$181,144			
<b>SCOPE OF SERVICE</b>	Grantee to provide Title X Family Planning comprehensive education, medical and counseling services to enable women and men to freely determine the number and spacing of their children. Grantee will provide services from the Fargo clinic and Correctional Center locations. Project must follow the North Dakota Family Planning Program's Policy and Procedure and Protocol manuals as provided. Grantee will attend two face-to-face delegate director meetings. Funding for the project must be allocated as follows: \$171,144 is Title X Family Planning funding. \$10,000 is Title V/Maternal and Child Health funding for media, pharmacy/contraceptive supplies, and/or medical supplies needed within the program.				
<b>REPORTING REQUIREMENTS</b>	Grantee is required to operate within the approved FY2017-2018 budget. Monthly, quarterly, semi-annual and annual reports are to be submitted to the state office as outlined by the North Dakota Family Planning Program Policies, Procedures and Protocols. Failure to submit the required reports and to attend the two face-to-face delegate directors meetings will result in the reevaluation of services and funding. Reimbursement will be processed upon Department approval of expenditures and reports. The expenditure report for the period ending September 30, 2017 must be received by October 15, 2017. The final expenditure report for the period ending June 30, 2018 must be received by July 13, 2018.				
<b>INDIRECT RATE (check one)</b>	<input checked="" type="checkbox"/> X	<b>Subrecipient waived indirect costs</b>		<b>De minimis rate of 10%</b>	<b>Negotiated/Approved rate of _____%</b>
<b>SPECIAL CONDITIONS</b>	See Attachment A for further details. The deadline for expending the \$10,000 for 4541 HLH3136 03 is September 30, 2017.				
<b>EVIDENCE OF GRANTEE'S ACCEPTANCE</b>					
DATE <u>8/23/2017</u>		SIGNATURE <u>Ruth Roman</u>		DATE _____	
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		SIGNATURE	
Ruth Roman, Director of Public Health		Kim Mertz, Director, Division of Family Health			
DATE _____		DATE _____		SIGNATURE	
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		SIGNATURE	
Timothy J. Mahoney, Mayor, City of Fargo		Amy Smith, Deputy State Health Officer			
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.					

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only] Requirements received and (2) applicable State and Federal regulations.


**EVIDENCE OF NDDoH ACCEPTANCE**



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August 28, 2017

To: City Commission

From: Tim Dirks, MLIS, MPA   
Director  
Fargo Public Library

The Fargo Public Library

**Recommended motion:**

To approve the letter of agreement with A. Straus & Associates, Inc. DBA Maverick & Boutique for the purpose of strategic planning consulting for a total of \$49,000.00.

**Attachments:**

Letter of agreement for consultant services with A. Straus & Associates, Inc. DBA Maverick & Boutique.

August 16, 2017

A. Straus & Associates, Inc. DBA Maverick & Boutique  
Attn: John Findlay, Ph.D. MBA  
PO Box 399  
Ashfield, MA 01330

**RE: LETTER OF AGREEMENT FOR CONSULTANT SERVICES**

This **LETTER OF AGREEMENT** between A. Straus & Associates, Inc. DBA Maverick & Boutique and Fargo Public Library confirms acceptance of the Proposal for a three-year strategic plan submitted July 28, 2017.

Payments to A. Straus & Associates, Inc. DBA Maverick & Boutique shall be made within 45 days of invoices submitted as follows:

1. End of Task 3 and acceptance of work by Fargo Public Library Representatives: \$7,500 + travel of \$2,000 = \$9,500
2. End of Task 6 and acceptance of work by Fargo Public Library Representatives: \$12,000 + travel of \$2,000 = \$14,000
3. End of Task 9 and acceptance of work by Fargo Public Library Representatives: \$11,750 + travel of \$2,000 = \$13,750
4. End of Task 12 and acceptance of work by Fargo Public Library Representatives: \$12,750 + travel of \$1,000 = \$13,750

**Total fees and travel expenses for tasks 1 – 12 will not exceed \$49,000.00.**

**Cancellation Policy:**

If the project is affected by an unanticipated emergency, weather or other circumstances beyond the control of either A. Straus & Associates, Inc. DBA Maverick & Boutique or the Fargo Public Library, the parties will reach a mutually satisfactory solution which may include: (a) reimbursement of only unrecoverable direct expenses of A. Straus & Associates, Inc. DBA Maverick & Boutique if cancellation is by the client; and/or (b) such other actions as may be mutually agreeable to A. Straus & Associates, Inc. DBA Maverick & Boutique and the Fargo Public Library. If the project is cancelled by the Fargo Public Library with less than 30 days' notice, for any reason other than those stated above, the Fargo Public Library will be responsible for ½ agreed fee and any expense already incurred, unless otherwise agreed to in writing between Fargo Public Library and A. Straus & Associates, Inc. DBA Maverick & Boutique.

Two copies of this Letter of Agreement are to be signed and dated by the appropriate official authorized to enter into such agreements. One copy is for the A. Straus & Associates, Inc. DBA Maverick & Boutique and one copy should be returned to Fargo Public Library.

\_\_\_\_\_  
Date: \_\_\_\_\_

Timothy S. Dirks, MLIS,  
MPA Director Fargo Public Library

  
\_\_\_\_\_  
Date: August 17, 2017

Abby Straus, M.Div,  
Principal A. Straus & Associates, Inc. DBA Maverick & Boutique



(10)

**PLANNING AND DEVELOPMENT**  
200 Third Street North  
Fargo, North Dakota 58102  
Phone: (701) 241-1474  
Fax: (701) 241-1526  
E-Mail: [planning@cityoffargo.com](mailto:planning@cityoffargo.com)  
[www.cityoffargo.com](http://www.cityoffargo.com)

## **MEMORANDUM**

**TO:** City Commission

**FROM:** Derrick LaPoint, Planner  
Nicole Crutchfield, Planning Administrator *NC*

**DATE:** August 24, 2017

**RE:** Roberts Alley Naming Request

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Staff received a request from the Kilbourne Group to name an existing public right of way consisting of the easternmost alley running in a north-south direction between Broadway and Roberts Street lying north of NP Avenue and south of 4th Avenue North to "Roberts Alley". The applicant states that the name change would allow for businesses and residences to address entrances facing the alley for the purpose of navigation for visitors, customers, deliveries and emergency responders and provide for marketing opportunities for activation of the alley.

It should be noted that the United States Postal Service has no issues with the naming of the alley and if approved, the addressing standard would officially name the alley "Roberts Aly N". Currently, there are no properties addressed off the alley.

This concept was brought forward to the Addressing Committee approximately six months ago. The Addressing Committee was neutral to the idea, as it did not conflict with addressing policy. In addition, the request was discussed at the August 21, 2017 PWPEC meeting. PWPEC moved the item to City Commission with no recommendation.

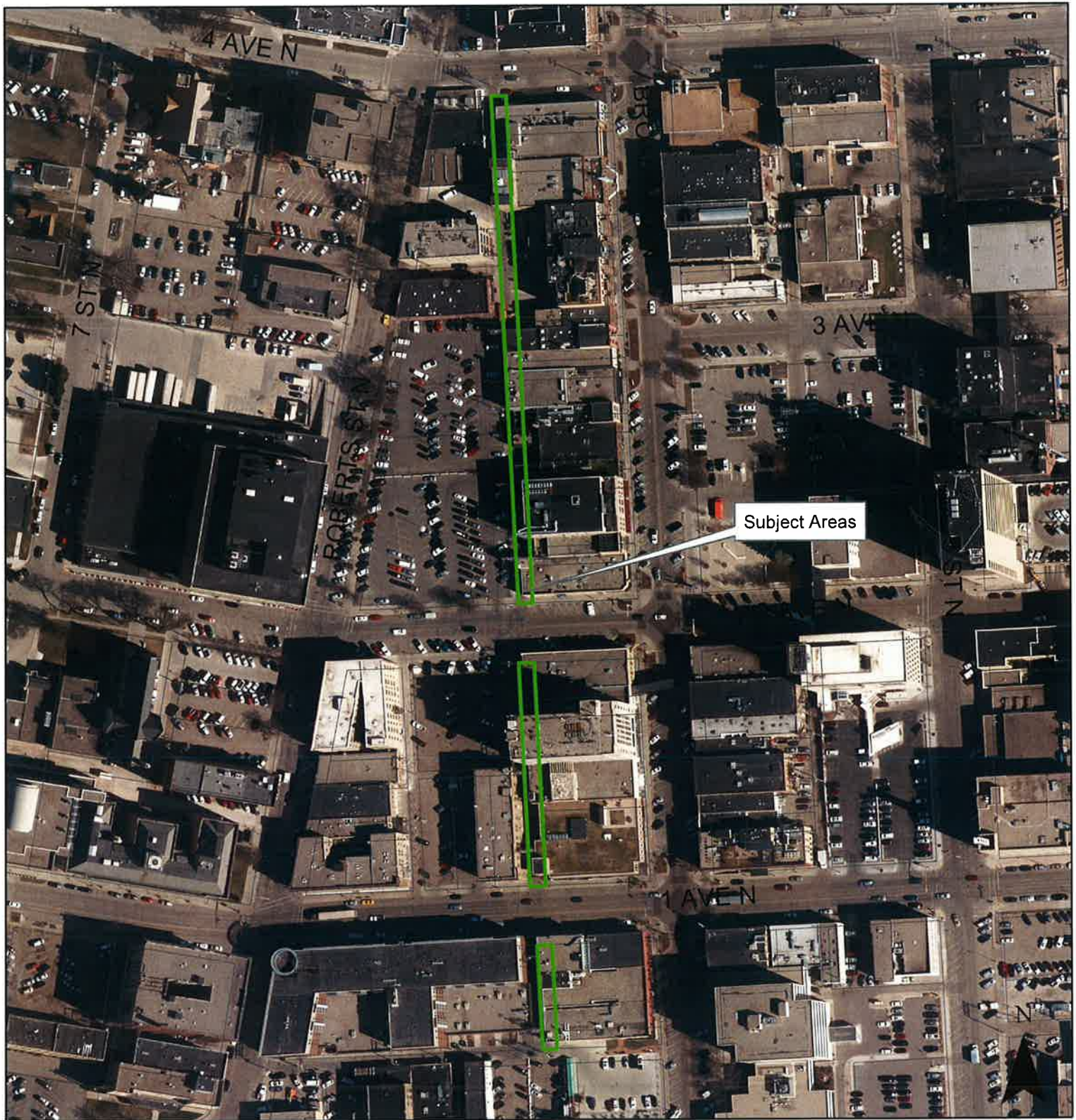
In lieu of a name change plat (where the public street is renamed as part of the plat), staff conferred with the City Attorney and confirmed that a resolution to the City Commission would suffice for legal purposes. Staff has attached the resolution drafted by the City Attorney, an aerial map outlining the request and a signed petition from the property owners adjacent to the alley. The signed petition includes 59 percent of the square footage adjacent to the alley in support of the naming request and zero percent in opposition.

Recommended Action: Approve the request to name Roberts Alley.



# Roberts Alley Naming Request

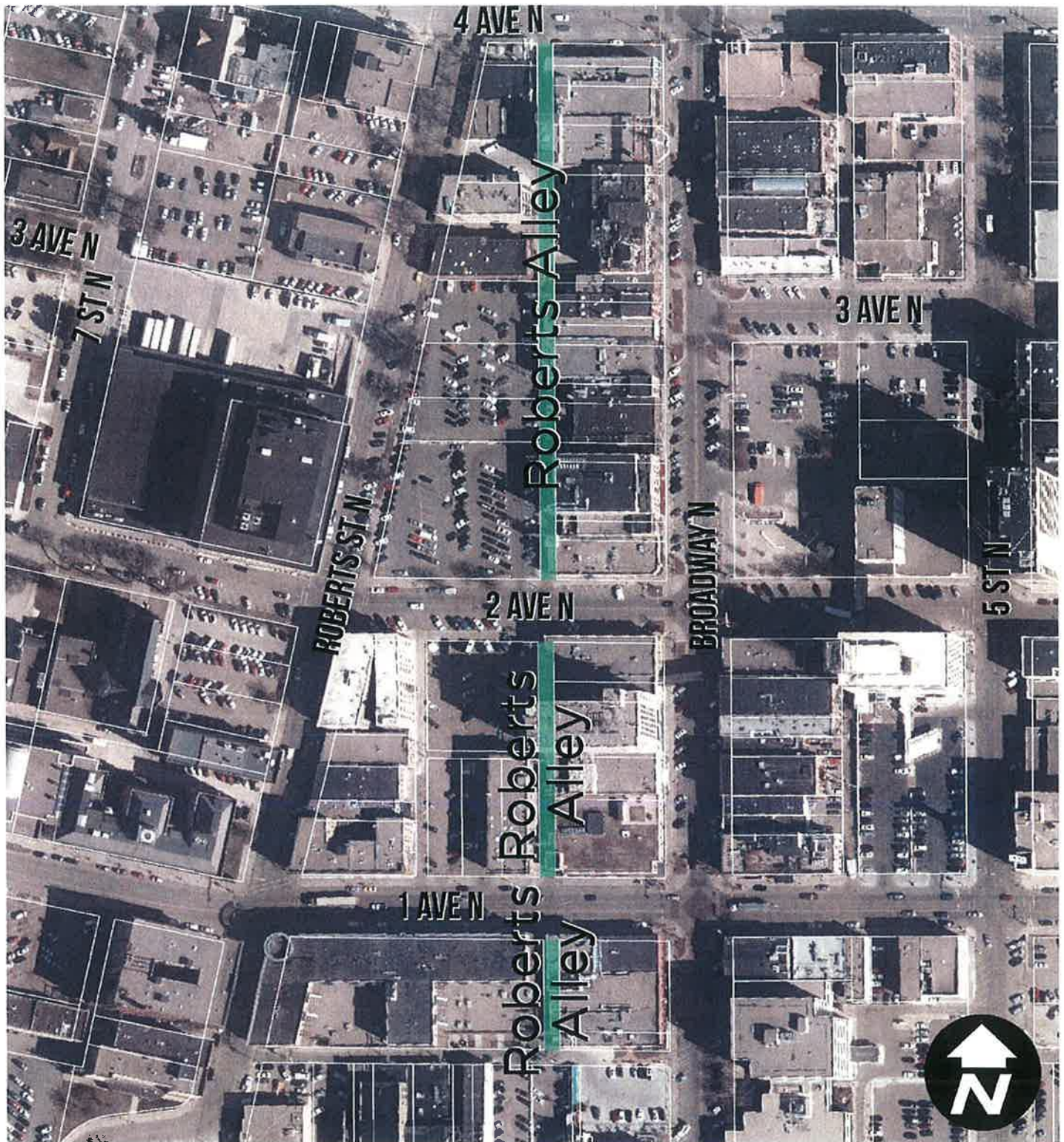
Alley between 4th Avenue North and north of NP Avenue





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 request that the alley located west of Broadway be officially named and recognized as Roberts Alley. This change is being requested to allow easier locating of alley facing businesses and residential units by first-responders, patrons, and visitors.





SIGNATURE of Legal Owner	PRINTED OWNER NAME	LEGAL OWNER	ADDRESS	PIN
	Mike Allmendinger	C/D DR B&B LLC	613 1 Ave N	01-2381-00280-000
	Mike Allmendinger	DFI 102 BROADWAY LLC	102 BROADWAY N	01-2381-00280-000
	Mike Allmendinger	DFI BLACK BUILDING LLC	110 BROADWAY N	01-2381-00291-000
	Mike Allmendinger	DFI BLACK BUILDING LLC	114 BROADWAY N	01-2381-00291-000
	Mike Allmendinger	WALTON CHIROPRACTIC CLINIC, PC	120 BROADWAY N	01-2381-00310-000
	Mike Allmendinger	C/D DFI BG LLC	122 BROADWAY N	01-2381-00320-000
	Mike Allmendinger	VFW CLUB OF FARGO	202 BROADWAY N	01-2381-00440-000
	Mike Allmendinger	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	HANSON PROPERTIES LLC	214 BROADWAY N	01-2381-00480-000
	Kari J. Hanson	JOHNSON BLOCK 1900 LLC	216 BROADWAY N	01-2381-00490-000
	Kari J. Hanson	DFI ROBERTS LLC	217 ROBERTS ST N	01-2381-00548-000
	Kari J. Hanson	RENAISSANCE PTNRS LTD PTSHIP	220 BROADWAY N	01-2381-00510-000
	Kari J. Hanson	RENAISSANCE PTNRS LTD PTSHIP	220 BROADWAY N	01-2381-00510-000
	Kari J. Hanson	HAMMETT INVESTMENTS LLC	222 BROADWAY N	01-2381-00520-000
	Kari J. Hanson	DILLARD LLP	223 ROBERTS ST N	01-2381-00530-000
	Kari J. Hanson	THREE STAR INVESTORS LLC	226 BROADWAY N	01-2460-00010-000
	Kari J. Hanson	C/D AML HOLDINGS LLC	228 BROADWAY N	01-2460-00020-000
	Kari J. Hanson	DILLARD LLP	229 ROBERTS ST N	01-2460-00220-000
	Kari J. Hanson	EHLEN, PHYLLIS E	230 BROADWAY N	01-2460-00030-000
	Kari J. Hanson	POCHADE II LLC	300 BROADWAY N UNIT 101	01-8397-00010-008
	Kari J. Hanson	POCHADE II LLC	300 BROADWAY N UNIT 102	01-8397-00010-009
	Kari J. Hanson	SCHWERT, DONALD P	300 BROADWAY N UNIT 103	01-8397-00010-010
	Kari J. Hanson	DFI 300 BROADWAY LLC	300 BROADWAY N UNIT 104	01-8397-00010-011
	Kari J. Hanson	C/D FARGO THEATRE MANAGEMENT (THE)	300 BROADWAY N UNIT 105	01-8397-00010-012
	Kari J. Hanson	CHRISTIANSON, SANDRA V	300 BROADWAY N UNIT 201	01-8397-00010-013
	Kari J. Hanson	SAWARDEKER, PRASAD J	300 BROADWAY N UNIT 202	01-8397-00010-014
	Kari J. Hanson	ORMBRECK, HARLAN & SHARON	300 BROADWAY N UNIT 203	01-8397-00010-015
	Kari J. Hanson	SCHWERT, DONALD P T/O/D	300 BROADWAY N UNIT 204	01-8397-00010-016
	Kari J. Hanson	KERBER, BEVERLY D	300 BROADWAY N UNIT 205	01-8397-00010-017
	Kari J. Hanson	MOLBERT, LAURIS N T/O/D	300 BROADWAY N UNIT 301	01-8397-00010-030
	Kari J. Hanson	KOLSTAD, MARK A & SUSAN O	300 BROADWAY N UNIT 303	01-8397-00010-020
	Kari J. Hanson	SHARON D MADSON RLIT	300 BROADWAY N UNIT 304	01-8397-00010-021
	Kari J. Hanson	RILEY, KEVIN JEROME & KATHLEEN JEAN	300 BROADWAY N UNIT 305	01-8397-00010-022
	Kari J. Hanson	COURSEY, RICHARD L JR	300 BROADWAY N UNIT 306	01-8397-00010-023





Attachment 1

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
		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 PTSHIP	220 BROADWAY N	01-2381-00510-000
		RENAISSANCE PTNRS LTD PTSHIP	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
		EHLIN, 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 RLIT	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

## 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
<i>David G. Rice</i>	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 PTSHIP	220 BROADWAY N	01-2381-00510-000
		RENAISSANCE PTNRS LTD PTSHIP	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
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		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

Commissioner \_\_\_\_\_ moved for the adoption of the following:

**RESOLUTION**

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

WHEREAS, the City Commission of the City of Fargo, North Dakota, desires to establish a name for the existing public right of way consisting of the easternmost downtown alley running in a north-south direction between Broadway and Roberts Street lying north of NP (Northern Pacific) Avenue and south of 4th Avenue North (hereinafter referred to as the "ALLEY") as an urban street to allow businesses and residences with entrances facing the ALLEY to use the ALLEY for a street address for purposes of navigation for visitors, customers, deliveries and emergency responders and in order to establish such name;

NOW, THEREFORE, BE IT RESOLVED, by the Board of City Commissioners of the City of Fargo, North Dakota, that the name of the ALLEY is changed to "Roberts Alley", and that the City Auditor be directed to, and hereby shall, file a certified copy of this resolution with the County Auditor.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER \_\_\_\_\_, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS \_\_\_\_\_ and \_\_\_\_\_. The following were absent and not voting: \_\_\_\_\_, and the following voted against the same: \_\_\_\_\_, whereupon the resolution was declared duly passed and adopted.

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true and correct copy of the Resolution adopted by the governing body of the City of Fargo at the meeting held on \_\_\_\_\_, 20\_\_, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Auditor

(SEAL)

(10)

**IMAGE  
Group**  
Architecture  
& Interiors

August 16, 2017

**IMAGE**  
G R O U P  
Architecture & Interiors

Richard  
Moorhead  
AIA, NCARB

City of Fargo  
Police Department  
222 4th Street North  
Fargo, North Dakota 58102  
Attention: Deputy Chief Anderson

RE: City of Fargo  
BSE Police Department Remodeling  
Fargo, North Dakota Image 1703

Marcia  
Pulczynski  
AIA, NCARB,  
LEED AP

Dear Deputy Chief Anderson,

Enclosed please find three (3) copies of AIA Document G701 Change Order E-1 in the amount of \$24,658.36 for the BSE Police Department project.

If the document meets with your approval please obtain appropriate signatures and return Architect's and Contractor's copies to this office.

225 Fourth  
Avenue North  
Suite 3  
Fargo  
North Dakota  
58102

Sincerely,

IMAGE GROUP, INC.



Richard A. Moorhead, NCARB, AIA

403 Center  
Avenue  
Suite 300  
Moorhead  
Minnesota  
56560

IG: jrg

Enc.

Telephone  
218.233.2062

Facsimile  
218.233.2575

# **AIA® Document G701™ – 2001**

## Change Order

<b>PROJECT:</b> (Name and address) City of Fargo BSE Police Department Remodeling Fargo, ND	<b>CHANGE ORDER NUMBER:</b> E-1  <b>DATE:</b> August 7, 2017	<b>OWNER</b> <input type="checkbox"/> <b>ARCHITECT</b> <input type="checkbox"/> <b>CONTRACTOR</b> <input type="checkbox"/> <b>FIELD</b> <input type="checkbox"/> <b>OTHER</b> <input type="checkbox"/>
<b>TO CONTRACTOR:</b> (Name and address) CB & Sons Electric, Inc. 1020 Center Ave. Moorhead, MN 56560	<b>ARCHITECT'S PROJECT NUMBER:</b> 1703 <b>CONTRACT DATE:</b> May 19, 2017 <b>CONTRACT FOR:</b> Electrical Construction	

The Contract is changed as follows:

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

1. DELETE magnetic starter for MAU-1 (ASI-E2)	DEDUCT (\$667.60)
2. Fiber cable route (ASI-E3)	ADD \$22,976.23
3. 100 feet of extra fiber cable (ASI-E3)	ADD \$295.00
4. Provide 48 strand fiber cable in lieu of 24 strand (ASI-E3)	ADD \$2,266.05
5. Access Control at Garage exit door (ASI-E5)	ADD \$1,605.74
6. Relocate fire alarm control panel (ASI-E7)	DEDUCT (\$1,817.06)
<b>TOTAL ADD</b>	<b>\$24,658.36</b>

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was \$ 215,900.00

The net change by previously authorized Change Orders \$ .00

The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was \$ 215,900.00

The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be (increased) ~~(decreased) (unchanged)~~ by this Change Order in the amount of \$ 24,658.36

The new (Contract Sum) ~~(Guaranteed Maximum Price)~~, including this Change Order, will be \$ 240,558.36

The Contract Time will be ~~(increased) (decreased)~~ (unchanged) by zero ( 0 ) days.

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

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that 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.**

Image Group, Inc.  
ARCHITECT (Firm name)  
403 Center Avenue, #300  
Moorhead, MN 56560  
ADDRESS

Richard Moorhead  
BY (Signature)

RICHARD MOORHEAD  
(Typed name)

8-16-17  
DATE

CB & Sons Electric, Inc.  
CONTRACTOR (Firm name)  
1020 Center Avenue  
Moorhead, MN 56560  
ADDRESS

Steve Bosak  
BY (Signature)

Steve Bosak  
(Typed name)

8-14-17  
DATE

City of Fargo  
OWNER (Firm name)  
200 North 3rd Street  
Fargo, ND 58102  
ADDRESS

[Signature]  
BY (Signature)

[Typed Name]  
(Typed name)

[Date]  
DATE

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



403 Center Avenue / Suite 300 / Moorhead, Minnesota 56560

## Architect's Supplemental Instructions

ASI-E2

PROJECT/OWNER: BSE Police Department Remodeling  
Fargo, North Dakota

ARCHITECT'S PROJECT NUMBER: 1703

TO: CB & Sons Electric, Inc.  
1020 Center Avenue  
Moorhead, MN 56560

CONTRACT FOR: Electrical Construction

DATE: June 21, 2017

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

### DESCRIPTION:

#### ELECTRICAL CHANGES BASED ON MECHANICAL SHOP DRAWING REVIEW

Provide cost proposal for the following electrical changes based on Mechanical Equipment Shop Drawing review.

1. Delete the starter that was shown to be provided by EC. MAU-1 is being provided with a factory installed motor starter.
2. Revise the fuses at the fused disconnect to 40A in lieu of 35A. RTU-2 will have an MOP of 40 amps in lieu of the 35 amps schedule on the drawings. Provide a 40A/3P circuit breaker in panel HPA in lieu of 35A.

### ATTACHMENTS:

ISSUED BY:

A handwritten signature in black ink, appearing to read "Dan McCarver".

IMAGE Group Architecture & Interiors



06/27/2017

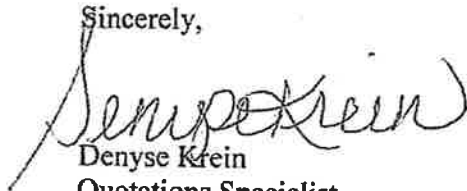
CB Electric & Son  
1020 Center Ave  
Moorhead, MN 56560

Re: BSE Police Department Remodeling

Dear: Steve Bosak

Per Architect's Supplemental Instructions ASI-E2 to delete the starter that was shown to be provided by EC. As it is being provided in MAU-1 factory installed. This has changed the proposed quoted cost for the Gear, from \$10,456 to \$9,926.

Sincerely,



Denyse Krein  
Quotations Specialist

Enclosure:



403 Center Avenue / Suite 300 / Moorhead, Minnesota 56560

## Architect's Supplemental Instructions

ASI-E3

PROJECT/OWNER: BSE Police Department Remodeling ARCHITECT'S PROJECT NUMBER: 1703  
Fargo, North Dakota

TO: CB & Sons Electric, Inc. CONTRACT FOR: Electrical Construction  
1020 Center Avenue  
Moorhead, MN 56560 DATE: June 21, 2017

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

### DESCRIPTION:

#### FIBER CABLE ROUTE

Provide a separate price for each of the following options:

1. Provide (2) 2" conduits below grade for the new fiber between the Public Works Building and the Border States Building. Bore the conduits into place and utilize the existing concrete manhole on the south side of 3<sup>rd</sup> Ave between 24<sup>th</sup> Street and 23<sup>rd</sup> Street. Provide new Quazite handholes (24"x36") at the intersection of 3<sup>rd</sup> Ave and 24<sup>th</sup> St. and the intersection of 3<sup>rd</sup> Ave and 23<sup>rd</sup> Street. Utilize the existing handhole to the east of the Public Works (PW) building and provide (2) 2" conduits from there to an exterior rated junction box on the side of the PW building. Also provide a junction box at the interior side of the wall on the PW building and provide (1) 2" conduit from there to the telecom room on the 2<sup>nd</sup> floor of the public works building. All below grade runs of conduit shall be (2) 2" except from the handhole north of the BSE building to the junction box inside the BSE building (provide (3) 2" conduits for that run). Once in the building, only (1) run of 2" is necessary. See the below sketch for clarification.

Coordinate exact new hand-hole locations with the City of Fargo IS staff. The new hand-hole north of the BSE building should be placed above an existing conduit running north from the BSE building.

NOTE: Be sure to include the specified 200' of spare cabling at each hand-hole.

2. Provide a price to route the 2" conduit for the incoming fiber in the BSE building through the 2<sup>nd</sup> floor data center prior to terminating in the 1<sup>st</sup> floor data closet. Provide a 12"x12"x6" junction box at the data center ceiling space.
3. Provide an additional 100 linear feet of fiber cabling (200 feet total) at the data closet on the main floor for future extension to the 2<sup>nd</sup> floor data center.

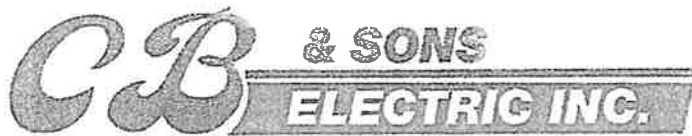
### ATTACHMENTS:

SKETCH #1 (from Sheet E-7)

ISSUED BY:

A handwritten signature in dark ink, appearing to read "Russ Macmillan".

IMAGE Group Architecture & Interiors



1020 Center Ave  
Moorhead, MN 56560  
Phone (218) 233-4775  
Fax (218) 233-1938

Steven Bosak, President  
Greg Bosak, Vice President  
Doug Bosak, Vice President

July 25, 2017

Image Group  
403 Center Ave  
Moorhead, MN

Attn: Mr. Richard Moorhead

Re: BSE / Police Department  
ASI-E3

The route that Master construction has picked is from the BSE building they bore North under 3<sup>rd</sup> Ave and set a Quanzite box, they will then bore to the East appx 450-500' and set a 2<sup>nd</sup> Quanzite box on the West side of 23<sup>rd</sup> street, from this box they will bore North and set a 3<sup>rd</sup> Quanzite box along the building. Please see attached drawing.

Cost breakdown:

Master construction	\$ 17,055.00
1 HDPE conduit termination kit	140.88
2" EMT inside public works building	700.70
	<u>17,896.58</u>
Credit back for 220' boring base Bid @ \$ 10.00 per ft	- 2,200.00
Labor 54 hours @ 50.00 each	<u>2,700.00</u>
	18,396.58
10 % Overhead	1,839.66
6 % Profit	1,214.17
Tax	1,124.69
Bond @ 1.5%	338.63
Inspection @ 0.25 %	<u>62.50</u>
Total cost for item 1 of ASI-E3	\$ 22,976.23

Item 2 no price is given as BSE will not allow work to be done in their server room.

Item 3 100' of extra fiber cable                      Add     \$    295.00



403 Center Avenue / Suite 300 / Moorhead, Minnesota 56560

## Architect's Supplemental Instructions

ASI-E5

PROJECT/OWNER: BSE Police Department Remodeling  
Fargo, North Dakota

ARCHITECT'S PROJECT NUMBER: 1703

TO: CB & Sons Electric, Inc.  
1020 Center Avenue  
Moorhead, MN 56560

CONTRACT FOR: Electrical Construction

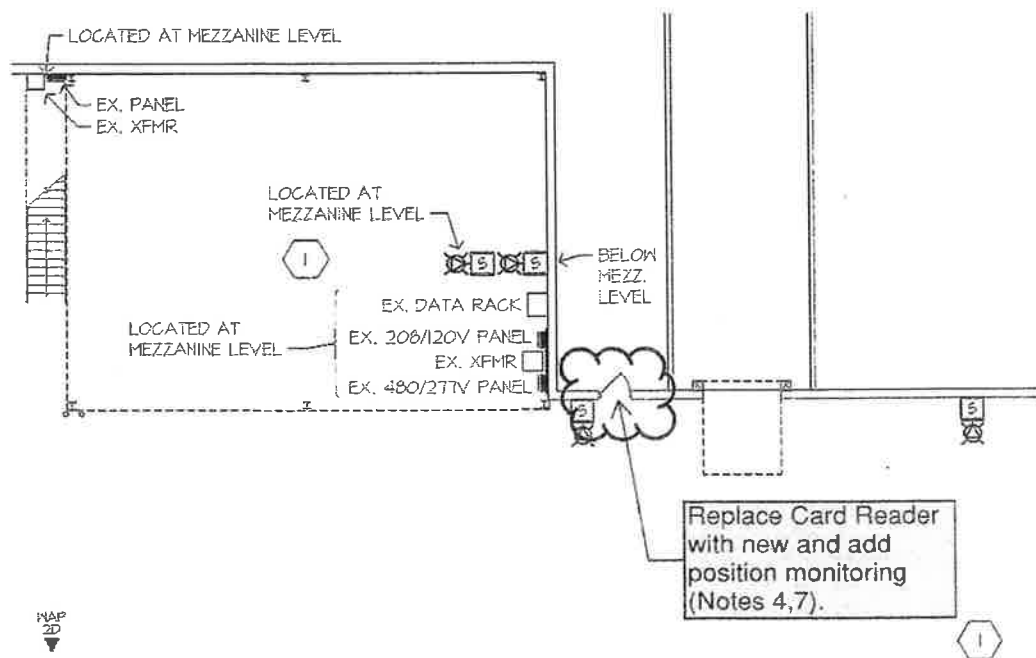
DATE: JULY 7, 2017

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

### DESCRIPTION:

#### ACCESS CONTROL ADDITION

1. Provide access control connections and hardware for position monitoring of the existing east exterior man-door at the location shown in the below sketch. Replace existing card reader with new. See sheet notes 4 and 7 on sheet E-5.



### ATTACHMENTS:

#### ISSUED BY:

*Don Maurer*

IMAGE Group Architecture & Interiors

**SimplexGrinnell Quotation**

TO:  
C B ELECTRIC  
1020 CENTER AVE  
MOORHEAD, MN 56560-2019

Project: BSE Police Station ASI-E5  
Customer Reference:  
SimplexGrinnell Reference: 385437053  
Date: 07/12/2017  
Page 1 of 4

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	<b>New System</b>	
1	921PTNNEK00000	ICLASS DFM KEYPAD RPK40 RDR, B
1	2505A-L-SS	ALUMINUM HSNG ARMORED CABLE CO

**Total net selling price, FOB shipping point, \$695.00**

Comments

Proposal includes the addition of 1 proximity reader and door position switch to be added to the Istar door controller.

Includes programming and testing and headend panel termination.

Does not include labor to install equipment or cabling.

If extra composite cable is required, it can be provided at \$1.00/foot additional to this pricing.

Includes tax.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.  
Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



403 Center Avenue / Suite 300 / Moorhead, Minnesota 56560

## Architect's Supplemental Instructions

ASI-E7

PROJECT/OWNER: BSE Police Department Remodeling  
Fargo, North Dakota

ARCHITECT'S PROJECT NUMBER: 1703

TO: CB & Sons Electric, Inc.  
1020 Center Avenue  
Moorhead, MN 56560

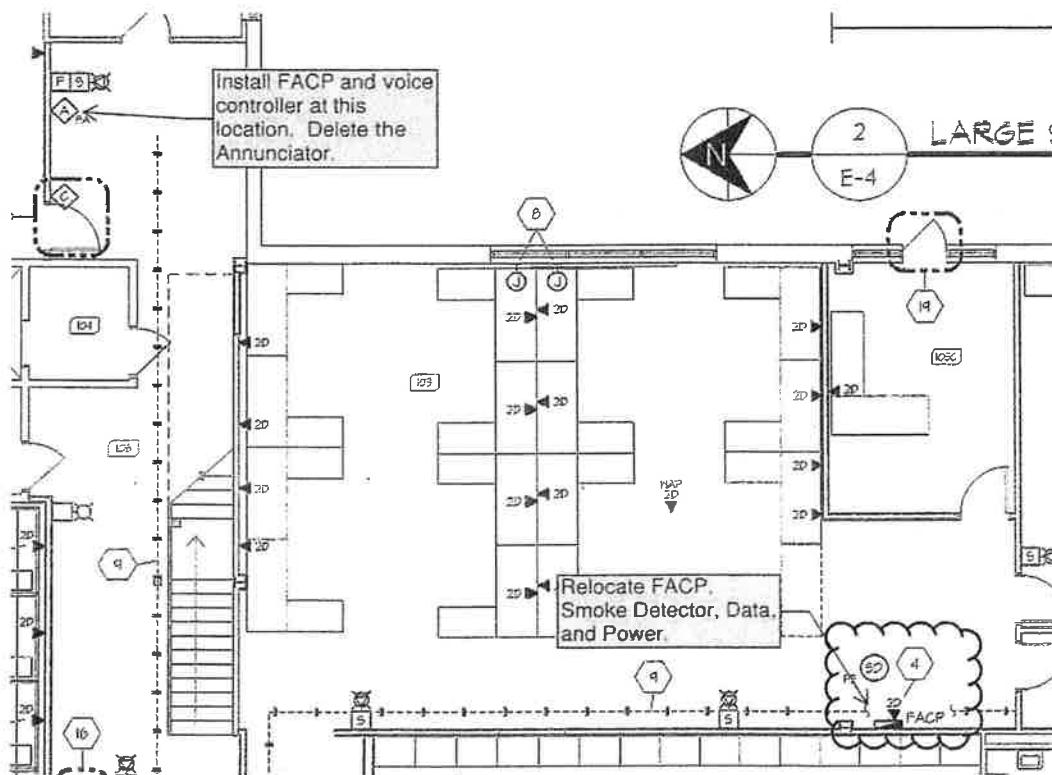
CONTRACT FOR: Electrical Construction

DATE: July 12, 2017

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

### DESCRIPTION:

1. Relocate the new Fire Alarm Control Panel (FACP) and associated audible controls, smoke detector, data/phone, and power connections to the location previously called out for the Fire Alarm annunciator (as shown in the below sketch).
2. Delete the annunciator and associated remote microphone interface.



ISSUED BY:

*Rum Mear*

IMAGE Group Architecture & Interiors

**SimplexGrinnell Quotation**  
**USE ONLY**

TO:  
C B ELECTRIC  
1020 CENTER AVE  
MOORHEAD, MN 56560-2019

Project: BSE Police Station ASI-E7  
Customer Reference:  
SimplexGrinnell Reference: 385437054  
Date: 07/12/2017  
Page 1 of 4

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	<b>New System</b>	
1	4003-9833	REMOTE MIC BLACK, RED PLATE
1	4603-9101	LCD ANNUNCIATOR
1	YM9067	CABINET MIC/LCD/WP/NEMA4XBEIGE

**Total net selling price, FOB shipping point, \$1,696.00**

Comments

Return pricing for unused equipment in unopened boxes if returned within 10 days of this proposal.

Includes return of Annunciator, Annunciator Backbox, and Remote Mic.

**THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.**

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



# FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

(12)

August 14, 2017

Board of City Commissioners  
City Hall  
Fargo, ND 58102

RE: Inter-Local Agreement between the City of Fargo and Cass County Relative to the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding – CFDA # 16.738

Dear Commissioners:

The US Department of Justice has tentatively awarded the Fargo Police Department and Cass County Sheriff's department \$57,021.00 in grant funding through the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG). In order to receive the funding, both the City of Fargo and Cass County governmental subdivisions must agree on how the funds are allocated between the two entities.

In addition to acting as the fiscal agent and grant manager of the funding, the Cass County Sheriff's Department is agreeable to allocating \$47,021.00 of the available funding to the Fargo Police Department and retaining \$10,000.00 of the funding for their use. I concur with distributing the grant funding in this manner.

Attached for your review and approval is the inter-local agreement that will need to be signed by both governmental subdivisions in order for the funds to be allocated. There is no local match funding required to accept the grant.

**Recommended Motion:**

*I recommend acceptance of the inter-local agreement with Cass County and the allocation of the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) as described within the agreement.*

Please contact me if you have any questions or concerns relative to this issue.

Sincerely,

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

David Todd  
Chief of Police

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

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

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

NON EMERGENCY  
Phone: 701-235-4493



**2017-H2423-ND-DJ**

THE STATE OF NORTH DAKOTA

County of Cass

INTERLOCAL AGREEMENT

BETWEEN THE COUNTY OF CASS AND THE CITY OF FARGO, ND OF CASS COUNTY  
ND

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE

GRANT (JAG) PROGRAM

This agreement is made and entered in to this August 21st, 2017 by and between the COUNTY of CASS, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF FARGO, acting by and through its governing body, the City Commission, hereinafter referred to as FARGO all of Cass County, State of North Dakota, witnessed:

WHEREAS, this Agreement is made under the authority of NDCC 11-9.1 Home Rule Counties and NDCC 40-05.1 Home Rule in Cities: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each party, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, CASS agrees to provide FARGO \$ 47,021.00 from the JAG award for the program: and

WHEREAS, CASS will retain \$10,000.00 from the JAG award for the Program:

WHEREAS, COUNTY, FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting both parties.

**2017-H2423-ND-DJ**

WHEREAS, COUNTY, FARGO agrees that COUNTY will serve as the applicant/fiscal agent for the joint funds.

Paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party.

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each party, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, COUNTY, FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting both parties.

WHEREAS, COUNTY, FARGO agrees that COUNTY will serve as the applicant/fiscal agent for the joint funds.

NOW THEREFORE, the COUNTY and FARGO, agree as follows:

Section 1.

CASS agrees to transfer to FARGO the sum of \$47,021 or purchase on their behalf for \$ 47,021.00 for the Program on or before 30 September 2020

CASS will expend the sum of \$10,000.00 for the Program on or before 30 September 2020.

Section 2.

Nothing in the performance of this agreement shall impose any liability for claims against COUNTY, FARGO other than claims for which liability may be imposed by the North Dakota State Tort Claims Act NDCC 32-12.2.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the service by the other parties.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. This Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF CASS

\_\_\_\_\_

Chad Peterson, Chairman

\_\_\_\_\_

Michael Montplaisir, Auditor

ATTEST:

\_\_\_\_\_ Witness

APPROVED AS TO FORM

\_\_\_\_\_

Cass County State's Attorney

CITY OF FARGO

---

Tim Mahoney, Mayor

ATTEST

---

Witness

APPROVED AS TO FORM

---

Fargo City Attorney



**PUBLIC WORKS  
OPERATIONS**

(13)

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

August 28, 2017

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

**RE: Fuel Purchase for 1<sup>st</sup> and 2<sup>nd</sup> Quarters of 2018**

Commissioners,

The Fuel Procurement Committee, comprised of the Finance Director, the Director of Operations and the Fleet Services Manager, monitors both the City of Fargo's current and projected fuel use and the fuel market to determine when conditions are favorable to lock in fuel prices for 80% of projected fuel use.

On August 2, 2017 the Fuel Procurement Committee received bids for fuel for the 1<sup>st</sup> and 2<sup>nd</sup> Quarter of 2018. The award was made to the low bidder Hartland Fuel Products in the amount of \$603,996.50 for #2 Diesel and Unleaded fuel.

Attached are the Forward Fuel Contract and the Bid Tab from August 2, 2017.

**RECOMMENDED MOTION:** Finalize and Execute the Forward Contract for Fuel Purchases in the 1<sup>st</sup> and 2<sup>nd</sup> Quarter of 2018.

Respectfully Submitted

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

Harold Pedersen  
Fleet Services Manager

## BID TAB

Wednesday, August 02, 2017

	Dale Petroleum	Farstad	Hartland	Mansfield	Northdale	Petro Serve	Petroleum Traders	
<u>1st Quarter (Jan 1 – March 31)</u>								
#2 Diesel Fuel	120,000	215,580.0000	212,136.0000	212,576.0000	0.0000	217,080.0000	220,560.0000	0.0000
No-Lead Ethanol 87 Octane	55,000	92,950.0000	90,865.5000	86,718.5000	0.0000	90,750.0000	98,525.0000	0.0000
		\$1.7965	\$1.7678	\$1.7748	\$1.8090	\$1.8380		
		\$1.6900	\$1.6521	\$1.5767	\$1.6500	\$1.7910		
<u>2nd Quarter (April 1 – June 30)</u>								
#2 Diesel Fuel	120,000	215,580.0000	211,920.0000	212,496.0000	0.0000	217,080.0000	219,480.0000	0.0000
No-Lead Ethanol 87 Octane	55,000	92,950.0000	96,855.0000	91,806.0000	0.0000	90,750.0000	102,575.0000	0.0000
		\$1.7965	\$1.7650	\$1.7706	\$1.8090	\$1.8390		
		\$1.6900	\$1.7610	\$1.6692	\$1.6500	\$1.8650		
Demurrage charge per hour after 1st hour		75.0000	50.0000	60.0000		45.0000	75.0000	
Total Gallons #2	240,000	431,160.0000	424,056.0000	425,472.0000	#DIV/0!	434,160.0000	440,040.0000	#DIV/0!
Total Gallons No-Lead	110,000	185,900.0000	187,720.5000	178,524.5000	#DIV/0!	181,500.0000	201,090.0000	#DIV/0!
		1.6900	1.7066	1.6730	1.6500	1.8280	1.8280	0.0000
		Avg \$/Gal	Avg \$/Gal	Avg \$/Gal	Avg \$/Gal	Avg \$/Gal	Avg \$/Gal	
		1.7965	1.7689	1.7728	1.8090	1.8335	1.8335	
		1.6900	1.7066	1.6730	1.6500	1.8280	1.8280	
		617,060.0000	611,776.5000	609,596.5000	615,660.0000	615,660.0000	641,120.0000	

Fuel Bid

**City of Fargo**  
**2018**  
**FORWARD CONTRACT**

Seller: Hartland Fuel Products  
 920 10<sup>th</sup> Ave North  
 Onalaska WI, 54650

Buyer: City of Fargo  
 200 3<sup>RD</sup> ST. N  
 Fargo, ND 58102

	Delivery Period	Quantity	Product	Price/Gallon
	2018			
	1 <sup>st</sup> Quarter			
1	January 1 – March 31	120,000/gal	#2 Diesel Fuel	\$1.7748
2	January 1 – March 31	55,000/gal	No-lead Ethanol 87 Octane	\$1.5767
	2 <sup>nd</sup> Quarter			
3	April 1 – June 30	120,000/gal	#2 Diesel Fuel	\$1.7708
4	April 1 – June 30	55,000/gal	No-lead Ethanol 87 Octane	\$1.6692

Price:

Quoted price is per gallon and inclusive of:

- o Any local freight/delivery charges.
- o The Federal LUST (Leaking Underground Storage Tank) fee.(one-tenth of one cent per gallon)
- o North Dakota State Inspection fee.(one-fortieth of one cent per gallon)
- o Federal Oil Spill Recovery Fee

Demurrage Charge: \$ 60.00 per hour commencing with the second (2nd) hour.

Measurement: Terminal Meter Tickets (Gross Gallons)

Terms: Net 10 Days from Invoice Date

Sales Representative: Courtney Bauman  
Hartland Fuel Products

Buyer Representative: Harold Pedersen  
 City of Fargo

Credit: Credit shall be approved and within the established line.

**Definitions:**

The terms City of Fargo, Buyer, Purchaser and Grantee are synonymous and mean the City of Fargo

The terms "Bidder, Contractor, Offerer, Proposer, Vendor, Firm, Company" are synonymous and mean the offerer or vendor.

**Efficiency Payments:**

In the event Buyer does not take delivery of the contracted quantity for the delivery period, Seller can sell the volume not lifted in the open market the last 2 days of the quarter contract or the first 5 days of the following quarter contract.

If the open market price is less than the fixed forward pricing above, the City of Fargo will pay Seller the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

If the open market price is more than the fixed forward pricing above, the Seller will pay City of Fargo the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

**Delivery of Fuel**

Delivery of fuel will be to all City of Fargo's three (3) fueling sites located at:

402 23rd Street North	Public Works (3 Underground tanks)
650 23rd Street North	Metro Transit Garage (2 underground tanks)
4501 7th Avenue North	Landfill (1 above ground tank)

Delivery of fuel to the fueling site at Public Works will require a vent hose to be connected between tanker and tank.

**Additional Products and Fuel Additives**

The City of Fargo uses various mixtures of fuel depending on the time of year. For winter use, diesel is a blend of #1 and #2 with a cold weather additive. Bio diesel may also be used during the summer months. Additional products purchased outside of the contracted amount will be the current rack price at the time of purchase. Splash blending for products like bio-diesel will be acceptable.

**Failure to Perform:**

If, during any month of the delivery period, Seller fails to deliver the contracted for volume, and such failure is not excused as provided herein, and the Replacement Price (cost incurred by Buyer to secure the contracted for volume) is greater than the Contract



Price, then Seller shall be liable for and shall pay Buyer the amount equal to the volume not delivered times the difference between the Replacement Price and the Contract Price.

**Excused Performance:**

Except with regard to a Party's obligation to make payments due under this Contract, in the event either Buyer or Seller is rendered unable, wholly or in part, by unforeseeable causes to carry out its obligations, then upon notification by telephone with a subsequent written notice setting forth the specifics within a reasonable time, but not in excess of six (6) days after the commencement of the failure to perform due to unforeseeable causes, the obligations of the Party giving such notice, insofar as they are affected by such causes, from its inception, shall be excused during the entire period of any inability so caused but for no longer period.

Excused performance, as employed in this Contract will mean any event that prevents delivery or receipt of Product, including acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the non-performing Party and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

**Seller Warrants:**

Seller warrants that all royalties, taxes and other sums due on production and transportation of the Fuel to the Delivery Point(s) are paid, and that it will have the right to convey and will transfer good and merchantable title to all Fuel sold hereunder and delivered by it to Buyer, free and clear of any and all liens, encumbrances and claims. All Fuel delivered will meet the ASTM standard for that product.

Seller shall pay all taxes lawfully levied on Seller applicable to the Fuel delivered to Buyer. Buyer shall pay all taxes lawfully levied on Buyer after delivery to Buyer. If Buyer is exempt from any taxes, Buyer shall furnish Seller with proper documentation.

If in the event of a product shortage at the local pipeline and a tanker must be sent to another pipeline outside of the metro area, the additional freight charge must be agreed upon between buyer and seller at the time of order.

**Notices:**

All billings, payments, statements, notices and communications made pursuant to this Contract shall be made as follows:

**Seller:** Hartland Fuel Products LLC  
920 10th Ave North  
Onalaska WI 54650

**Buyer:** City of Fargo  
200 3<sup>RD</sup> ST. N  
Fargo, ND 58102

**Transfer or Assignment:**

This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withhold or delayed provided, Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder unless such assumption is made in the transfer/assumption agreement.

**Severability:**

If any term, provision, covenant, or condition of this Contract or the application thereof, to any party or circumstance, shall be held to be invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if this Contract had been executed with the invalid or unenforceable portion eliminated.

**Applicable Law:**

The Contract shall be governed in accordance with the laws of the State of North Dakota.

**Consequential and Incidental Damages:**

In no event will either party be liable under this Contract, whether in contract, tort (including negligence and strict liability) or otherwise, for incidental, consequential, special or punitive damages.

**Termination of the Agreement:**

This Agreement may be terminated by non-performance of the contractual obligations as set forth herein, and only by written notice. The Seller will be compensated for the Fuel delivered up to the date of termination based upon the payment terms of this Agreement. This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

**Entire Agreement:**

THE TERMS CONTAINED IN THIS CONTRACT CONSTITUTE THE ENTIRE CONTRACT OF THE PARTIES, AND THERE ARE NO CONTRACTS, UNDERSTANDINGS, OBLIGATIONS, PROMISES, ASSURANCES OR CONDITIONS, PRECEDENT OR OTHERWISE, EXCEPT THOSE EXPRESSLY SET OUT HEREIN.

DESTINATION IS CITY OF FARGO FUELING STATIONS

Dated this 15 day of August, 2017.

  
(Seller) Jeff Mackeben

Vice President

Title

\_\_\_\_\_  
(City of Fargo)  
(Buyer)

\_\_\_\_\_  
Title

(Both Parties are Signatories)

**Applicable Federal Clauses:**

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

**1. No Government Obligation to Third Parties**

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

**2. Program Fraud & False or Fraudulent Statements & Related Acts**

- a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 *et seq.* and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**3. Access To Records**

- a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

- d) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purpose of conducting an audit and inspection.
- e) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of the litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I)(11).

**4. Federal Changes**

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

**5. Civil Rights Requirements (EEO, Title VI & ADA)**

The following requirements apply to the underlying contract:

- a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable

equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of labor, 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity, as amended by Executive Order No. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are

employed, and that employees are treated during employment, without regard to race, color, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementation requirements FTA may issue.

Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**6. Incorporation of FTA Terms**

- a) The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to

control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

**7. Energy Conservation**

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

**8. Termination Provisions**

- a) The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.
- b) This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.
- c) In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

**9. Government Wide Debarred, Suspended, or Ineligible Contractors**

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

**10. Breach of Contract and Dispute Resolution**

**a) Disputes**

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 200 N 3<sup>rd</sup> Street, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at said



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

b) Performance During Dispute

Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

c) Claims of Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

d) Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

e) Rights and Remedies

The duties and obligations imposed by this Agreement/Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**11. Lobbying Restrictions**

The Proposer certifies that:

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

Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

**12. Clean Air**

- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**13. Clean Water**

- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

**14. Contract Work Hours & Safety Standards Act**

- a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate no less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked; deductions made and

actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractor's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- c) All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

**15. Disadvantaged and Small Business Enterprise**

- a) In connection with the performance of this service, the Contractor will cooperate with City of Fargo in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services are placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.
- b) The Contractor agrees to meet any goals established by City of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide City of Fargo with the necessary certification and records for reporting purposes.
- c) The contractor 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 award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- d) The contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- e) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the CITY. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- f) The contractor must promptly notify City of Fargo whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City of Fargo.
- g) **Fostering Small Business Participation**  
City of Fargo has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with City of Fargo. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.



## PUBLIC WORKS/OPERATIONS

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

August 22, 2017

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

RE: RFP for Anti-Ice Skid

Commissioners:

On August 11, 2017 request for proposals were received for One (1) Anti-Ice Skid. One proposal was submitted and met the required specifications.

The results are as follows:

<u>Firm</u>	<u>Price</u>
Northern Truck Equipment	\$29,980.00

The review committee consisted of Ben Dow, Mark Williams, and Allan Erickson and determined that one vendor met most of the specifications required. Price was within expected parameters. Our recommendation is to award the RFP to Northern Truck Equipment. Funding for this project has been included in the 2017 Street operation budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Anti-Ice Skid from Northern Truck Equipment for the total amount of \$29,980.00.

Respectfully Submitted,

Allan Erickson  
Fleet Management Specialist

**Price**

Make: Century Pump

Model: 1035 GALLON SKID UNIT

Price per 1 unit

\$ 27,400.00 w/ CITY SUPPLIED A-FRAME ASST

Optional 2<sup>nd</sup> unit

\$ 29,980.00

**Total equipment price**

\$ 57,380.00

**Delivery Date**

Number of days for delivery from date of order: 10-12 WEEKS

Company NORTHERN TRAIL EQUIPMENT CORP

By: WADE JOHNSON  
(Name)

BARRY MANAGER  
(Title)

www.nfecorp.com  
email: wjohnson@nfecorp.com

FG

CITY OF FARGO  
402 23<sup>RD</sup> ST N  
FARGO ND 58102

DATE:	08-10-17
NAME	ALLAN
PHONE	701-241-1439
Email	

**WE PROPOSE TO FURNISH THE FOLLOWING FOR YOUR CONSIDERATION:**

**DELIVERY:** SEE BELOW      **QUOTED F.O.B.** Fargo ND      **TERMS:**

[illegible]

QUOTATION FIRM FOR 30 DAYS

**NORTHERN TRUCK EQUIPMENT CORP.**

BY **Wade Johnson**

TITLE Branch Manager

We accept the above quotation as a firm order, subject to confirmation from NTEC.

**Buyer**

(Name of Individual, Company or Political Subdivision)

(Name and Title of Official)



(15)

## PUBLIC WORKS/OPERATIONS

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

August 22, 2017

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

RE: RFP for Brush Chipper

Commissioners:

On August 11, 2017 request for proposals were received for One (1) Brush Chipper. Four proposals from two vendors were submitted and met the required specifications.

The results are as follows:

<u>Firm</u>	<u>Price</u>
Trenchers Plus	\$65,472.00
Trenchers Plus	\$68,200.00
RDO Equipment	\$69,226.00
RDO Equipment	\$82,678.00

The review committee consisted of Scott Liudahl, Allen Lee, and Allan Erickson and determined that one vendor met most of the specifications required. Price was within expected parameters. Our recommendation is to award the RFP to Trenchers Plus. Funding for this project has been included in the 2017 Forestry operation budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Brush Chipper from Trenchers Plus for the total amount of \$68,200.00.

Respectfully Submitted,

Allan Erickson  
Fleet Management Specialist



**Request for Proposals (RFP)**  
**High Dump Sweeper**  
8/16/17

**Proposal Evaluation Summary**

	RDO Equip	RDO Equip	Trenchers Plus	Trenchers Plus
Body Manf Model	Vermeer BC1800XL	Vermeer AX19	Mobark M18R	Mobark M18RX
Package emg shut off	\$69,226.00	\$82,678.00	\$67,870.00 \$330.00	\$65,142.00 \$330.00
TRADE:	-\$15,000.00	-\$15,000.00	-\$15,000.00	-\$15,000.00
Total	\$54,226.00	\$67,678.00	<b>\$53,200.00</b>	<b>\$50,472.00</b>
W/O Trade	\$69,226.00	\$82,678.00	\$68,200.00	\$65,472.00

Est. Delivery	<100	<70	60	60
warranty	1yr/1000 HR	1yr/1000	1yr/1000 2yr/3000 Mobark Mfg components	1yr/1000 2yr/3000 Mobark Mfg components



**ENGINEERING DEPARTMENT**

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

August 21, 2017

Honorable Board of  
City Commissioners  
200 3<sup>rd</sup> Street N  
Fargo, ND 58102

Re: Val-Ed Joint Venture LLP Easement Request – 302 42<sup>nd</sup> St S

Dear Commissioners:

On July 31, 2017 the Finance Committee reviewed a communication from Engineering Services Division Engineer, Brenda Derrig, regarding a request from Val-Ed Joint Venture L.L.P., 702 Communications, to secure a 10' easement along the south property line of the City owned property at 302 42<sup>nd</sup> Street South. Staff is recommending approval of the easement preserving the right to terminate the easement with 120 days notice.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of the easement.

**RECOMMENDED MOTION**

Concur with the recommendations of Finance Committee and approve a 10' utility easement along the south property line for Val-Ed Joint Venture L.L.P., 702 Communications, on the City owned property located at 302 42nd Street South.

Sincerely,

Brenda E. Derrig  
Division Engineer

BED/klo

**PERMANENT EASEMENT**  
**(Underground Utility)**

**KNOW ALL MEN BY THESE PRESENTS** that the **CITY OF FARGO**, a North Dakota municipal corporation, its successors and assigns, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, hereby grants unto **VAL-ED JOINT VENTURE L.L.P.**, a Minnesota limited liability partnership, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing public utilities, together with the customary appurtenances including location of any and all utilities, said tract being more particularly described as follows:

A tract of land in Block 4 of West Park 2nd Addition to the City of Fargo, Cass County, North Dakota described as follows: The southerly 10.00 feet of the northerly 145.00 feet of Lot 8, Block 4 of West Park 2nd Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 2,860.40 square feet, more or less.

Said property is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit "A".

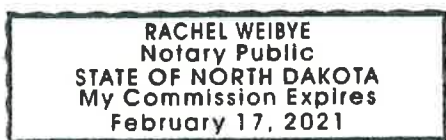
GRANTEE:

**Val-Ed Joint Venture L.L.P.**


  
Mike Day, Operations Manager

[illegible]

On this 17 day of August, 2017, before me, a notary public in and for said county and state, personally appeared **Mike Day**, to me known to be the Operations Manager of Val-Ed Joint Venture L.L.P., described in and executed the within and foregoing instrument, and acknowledged to me that he executed the same.

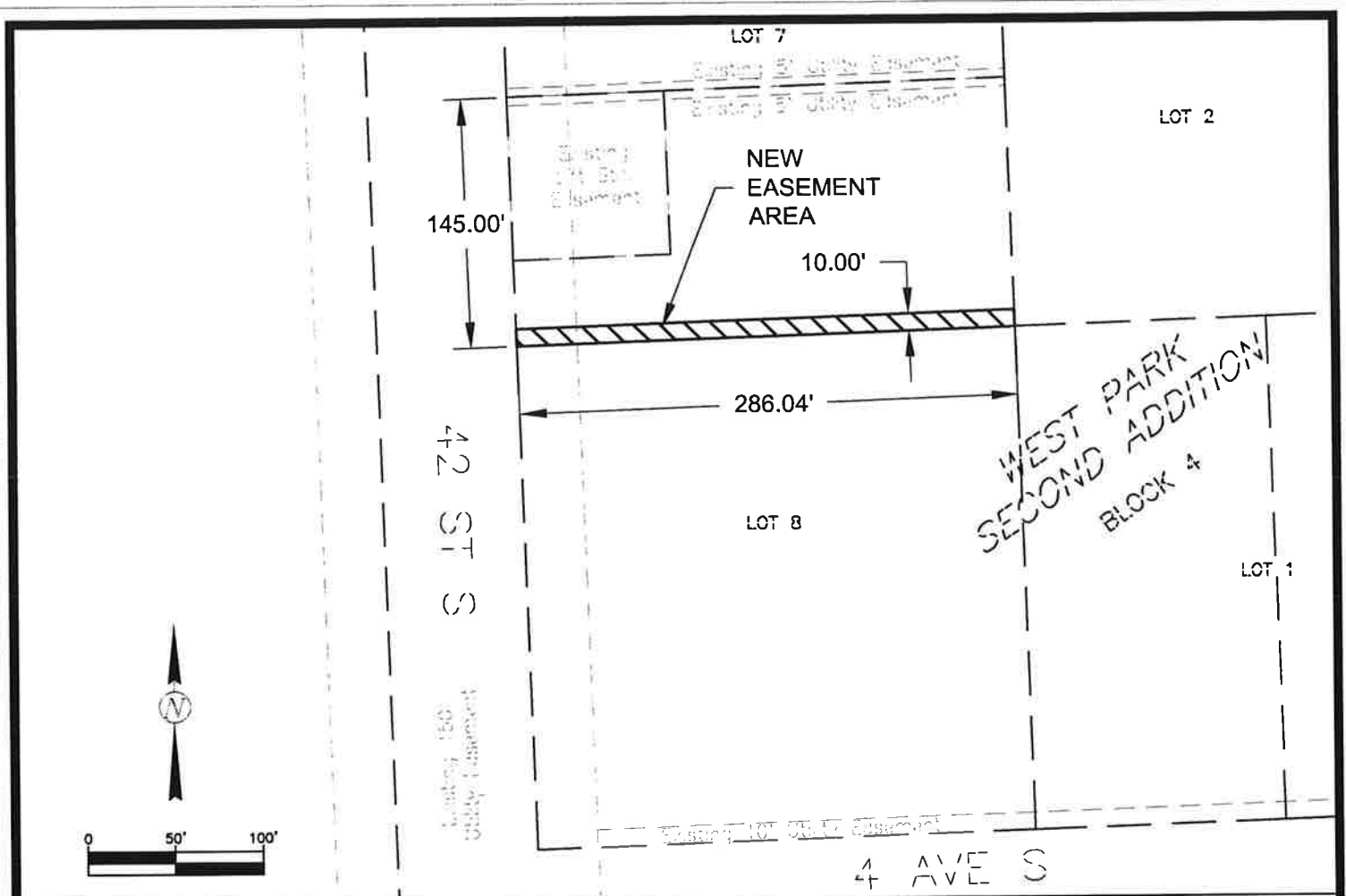


(SEAL)

  
Notary Public  
Cass County, North Dakota

The legal description was prepared by:  
City of Fargo Engineering Department  
200 North Third Street  
Fargo, ND 58102  
701-241-1545

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
701-280-1901



### Exhibit A

 - New Easement

**Purpose:** Permanent Underground Utility Easement

**Description:**

A tract of land in Block 4 of WEST PARK SECOND ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

The southerly 10.00 feet of the northerly 145.00 feet of Lot 8, Block 4 of WEST PARK SECOND ADDITION to the City of Fargo, Cass County, North Dakota.

Said tract contains 2860.40 square feet, more or less.

Bearings based on the City of Fargo ground control system.

CERTIFIED LAND DESCRIPTION

I HEREBY CERTIFY THAT THE FOREGOING LAND DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.




BRENT W. WACHA, PLS

REG. NO. **5068**

DATE **8-17-2017**

MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION TERMINATES LIABILITY OF SURVEYOR.



 CITY OF <b>Fargo</b> ENGINEERING DEPT.	PERMANENT EASEMENT	
	WEST PARK SECOND ADDITION LOT 8, BLOCK 4	
	DRAWN BY: CAS	DATE: 8/8/2017
	APPROVED BY: BWW	SHEET 1 OF 1



## Memorandum

**To:** Members of Finance  
**From:** Brenda Derrig, Division Engineer *B. Derrig*  
**CC:** Jim Hausauer  
Terry Ludlum  
**Date:** July 26, 2017  
**Re:** 702 Communications easement request for an underground telecommunication line on City owned property at 302 42<sup>nd</sup> Street South.

---

702 Communications has requested an easement on the City owned property at 302 42<sup>nd</sup> Street South, which would allow for them to get to the Verizon tower east of this property. They are asking for a 10' utility easement on the south side of our parcel, along for a temporary easement to construct their line.

Attached you will find a letter of request from 702 Communications and a draft easement that we have used for other utilities requesting easements on City owned land. Upon approval I will have Nancy draw up the final documents.

### **Recommended Motion:**

Staff recommends that Finance review the easement request and approve.



[www.702com.com](http://www.702com.com)

April 26, 2017

City of Fargo Engineering Dept.  
200 3<sup>rd</sup> St N  
Fargo, N.D. 58102

To whom it may concern,

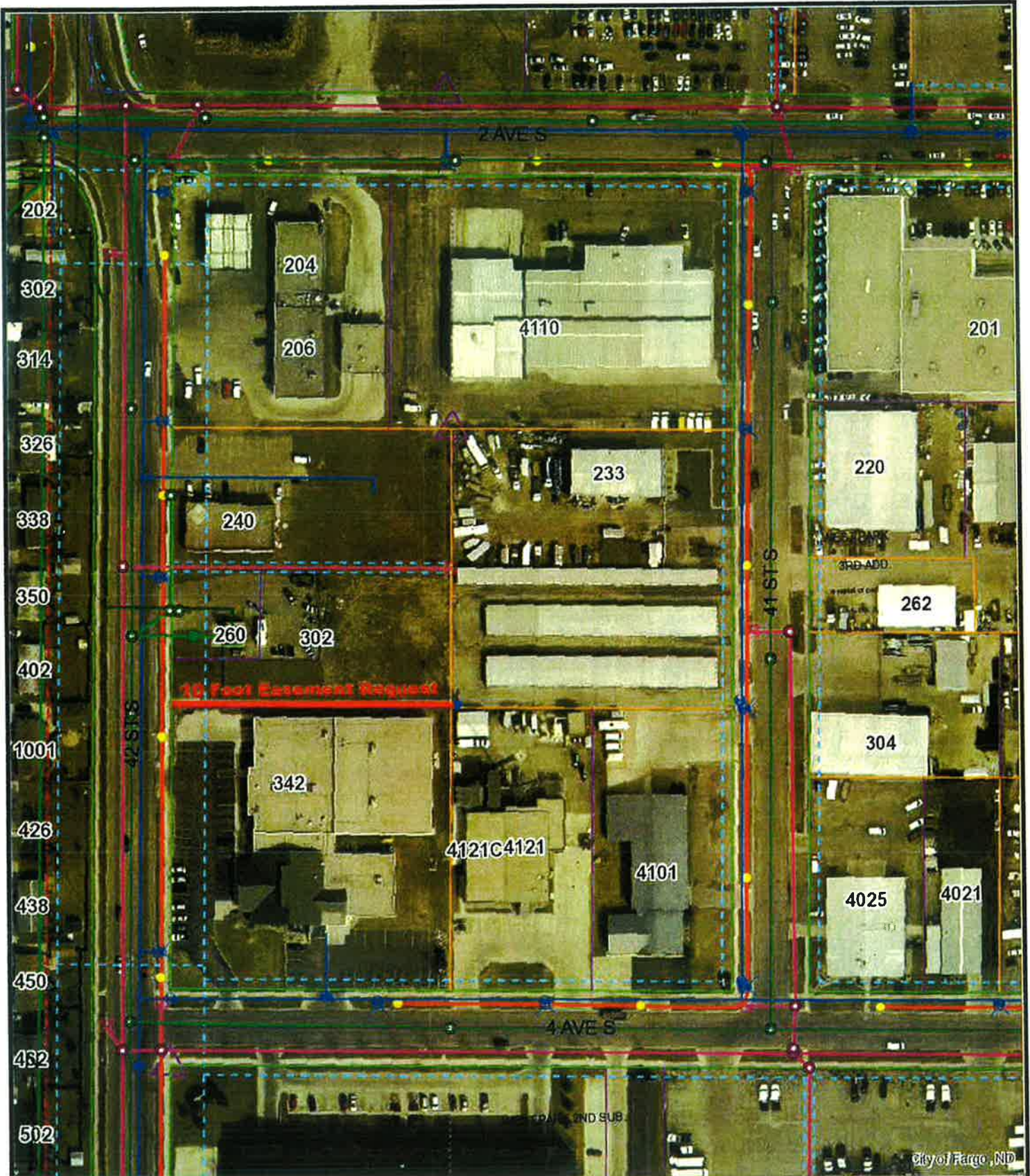
This letter is to officially request from the City of Fargo, a Utility Easement, at the address of 302 42<sup>nd</sup> Street South for the purpose of installing underground fiber facilities to Verizon Wireless. This route is necessary for diverse route into their location. An attached Utility Easement form has been filled out with the description of the easement. If there are any questions or concerns with the easement form, please contact me.

Thank you,

A handwritten signature in blue ink, appearing to read 'Mike Day', is written over a light blue circular background.

Mike Day  
702 Communications  
Operations Manager  
[mday@702com.com](mailto:mday@702com.com)





These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

## 702 Easement

1:2,257

6/13/2017 7:43:13 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

CITY OF  
**Fargo**



August 28, 2017

**ENGINEERING DEPARTMENT**

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

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, North Dakota

Re: Sheyenne River Setback Waiver for Construction of the Sheyenne River Pump Station Improvements at  
6832 52<sup>nd</sup> Avenue South for the LDZS & MDZS Areas

Honorable Commissioners,

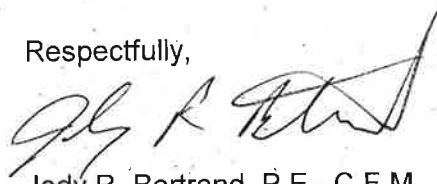
Staff has worked with AE2S Engineering and City staff from the water treatment plant to identify the requirements necessary for the construction of improvements associated with the water intake components for the Sheyenne River water supply. Northern Technologies was hired to evaluate the proposed improvements for the site, to determine any impacts which could impact slope stability or settlement concerns and to analyze construction methods for portions of the project improvements. The factors of safety for slope stability were exceeded based on the proposed design layout locations and standard industry assumptions. It is anticipated Northern Technologies will be involved in the construction inspection process to verify the standards established in the geotechnical report dated 8-22-17 are completed, especially if alternate construction methods and means are proposed to be modified.

A memo from City staff at the water treatment plant is attached along with the Executive Summary of the Geotechnical report from Northern Technologies, which outlines the project requirements and the measures used to meet those identified. Also attached is a map of the setback zones and the proposed improvement locations. A copy of the geotechnical report is available in the engineering office for review.

**Recommended Motion:**

Move to approve the Sheyenne River setback waiver for the MDZS & LDZS areas for the construction of improvements at 6832 52<sup>nd</sup> Avenue South for the Sheyenne River Pump Station Improvements, along with the acceptance of the geotechnical report dated 8-22-17 and signed by Bret Anderson, a North Dakota Professional Engineer.

Respectfully,



Jody R. Bertrand, P.E., C.F.M.  
Division Engineer

**Attachments**

C: Nancy Morris  
Bruce Grubb  
Mark Bittner



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

August 23, 2017

Jody Bertrand  
City of Fargo Storm Water Division Engineer  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

RE: City of Fargo Sheyenne River Pump Station Improvements  
Waiver Request For Construction Within Limited Disturbance Zone Setback (LDZS)

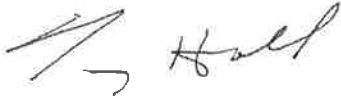
AE2S and the Fargo Water Utility are requesting that the City of Fargo approves a waiver to construct a new electrical building and generator within the Limited Disturbance Zone Setback (LDZS) and a water sampling manhole within the Minimum Disturbance Zone Setback (MDZS). The building will provide power and controls to Fargo's Sheyenne River Raw Water Pump Station while the manhole will be used to pump sample water from the river to the existing pump station. A site plan showing the construction extents as well as the LDZS and the MDZS is provided as an attachment to this letter along with a copy of a geotechnical report examining the soils in the proposed construction extents.

The Sheyenne River Raw Water Supply System was constructed in 1983 and has since allowed the Fargo Water Treatment Plant (WTP) the flexibility of having two raw water sources, the Red River and the Sheyenne River. Having the ability to utilize multiple raw water sources has provided the WTP staff the ability to manage treatment operations, monitor chemical usage, and minimize treatment costs. Nearing 35 years in service, the Sheyenne River Raw Water Pump Station is in need of rehabilitation to improve the reliability of the Sheyenne Raw Water System equipment. This project involves replacing the existing pumps, process piping, and electrical equipment with new equipment along with adding real time water quality monitoring equipment. The new electrical equipment will not fit within the existing pump station building while complying with state electric codes, therefore a new electrical building is necessary to accommodate the new electrical equipment. The real time water quality equipment requires a direct connection to the Sheyenne River which includes a pump that will be located in a manhole along the river.

Northern Technologies, LLC (NTI) has completed a geotechnical exploration and stability assessment at the project site. The results from this work indicate that construction of the new electrical building within the LDZS and the manhole within the MDZS will have no detrimental effect to the slope stability or create any constructability issues. Additionally, moving the proposed electrical building farther from the existing pump station building would require additional lengths of electrical conduits and larger electric cables between the two structures, which results in additional costs to the project. Also, the proposed electrical building location allows space to the east for future structures that may be necessary to accommodate the Red River Valley Water Supply (RRVWS) pump station. Encroaching upon this area will limit space for the necessary pump station and infrastructure. Additionally, the electrical transformer and generator located as shown on the site plan may be able to provide power to a future RRVWS pump station. The manhole placement is also critical as it must be near the river in order to draw water into the sample pump. Moving this further from the river would create operational challenges and delay water quality

data parameters. The City has made large investments towards, and fully intends to utilize the Sheyenne River as a vital component of the City's source water supplies for years to come. For these reasons and reasons stated above, we request approval of this waiver request for construction of an electrical building, generator, and appurtenances within the LDZS and the manhole within the MDZS in regards to the Sheyenne River Pump Station Improvements Project.

Respectfully,

A handwritten signature in dark ink, appearing to read "Troy Hall". The signature is stylized with a large, sweeping initial "T" and a cursive "Hall".

Troy Hall  
Water Utility Director



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## GEOTECHNICAL EXPLORATION and STABILITY REVIEW

*Sheyenne Pump Station Improvements*

*City of Fargo – Fargo, North Dakota*

*NTI Project 17.14305.100*

### 1.0 EXECUTIVE SUMMARY

We briefly summarize below our geotechnical recommendations for installation of improvements at the Sheyenne River Pump Station. You must read this summary in complete context with our report.

We conclude controlled soil removal with lateral bracing necessary to maintain stable excavations advanced for manhole and piping construction as per criteria established by independent design professional retained by contractor or the minimum criteria of this report, whichever is more stringent.

We further conclude that existing pump intake structure and associated wing walls retaining embankment should remain stable as such are supported by drive H piles extending to competent soils at depth. We recommend you maintain five feet of soil cover above the pile foundation and extending no less than 15 feet east of retaining wall.

We also recommend that you limit local excavation near retaining wall for piping during period when stage elevation of river is at or less than USGS elevation 900 feet. The retained soil mass and lower stage elevation of river is necessary to reduce risk basal instability below the retaining wall / instability and flooding of excavation associated with pipe installation. *Lesser soil cover or stage elevation of river above 900 feet USGS will necessitate further review of stability of retaining wall.*

Items of issue for your project include the following:

- Local base instability at retaining wall is possible due to presence of sandy silty / silty sand soils occurring below wall foundation. As such, you should consider staging of project tasks to lessen overall risk of instability for pipe and manhole installation. In our opinion such staging may consist of following steps:
  - Provide mass excavation and earth retention for manhole with stubbing of inlet and outlet pipes followed by backfill of excavation.
  - Provide isolated excavation with deep trench box for installation of inlet piping and valve between manhole and retaining wall followed by backfill placement. It may be necessary to install isolated short length piles near interface of retaining wall foundation as “cutoff” wall limiting basal soil instability and piping loss.



- Continued excavation with trench box for installation of outlet pipe between manhole structure and receiving location east followed by backfill placement.

*We understand the above sequence of construction may infringe on “means and methods” of Contractor, and recommend further consultation on such issue.*

- You must perform partial excavation of site for installation of the manhole structure and related piping as defined within AE<sup>2</sup>S drawings prepared June 2017. We define partial excavation as extending no less than 10 feet below present ground surface and laterally no less than 15 feet with back slope of excavation conforming to current requirements as defined within Subpart P, Chapter 7 29 CFR 1926.6 [i.e. Federal Register]. Excavation deeper than 10 feet must be “fully braced” with trench box or shoring system designed by licensed engineer retained by Contractor.
- You must position “removed soil” no less than 30 feet laterally from crest of excavation with depth of placement not exceeding five feet. You must position other surcharge loads such as, but not limited to, staged piping or equipment beyond excavation as per soil spoil piles to lessen risk of embankment instability.
- Our exploration indicates fill of “unknown competency” extends to nominal eleven feet below present ground surface at boring SB-1, and to seven and one half feet below present ground surface at boring SB-2. This depth of undocumented fill approximates soil removal necessary for installation of the pile supported intake structure and retaining walls installed in 1997.

Excavations advanced in support of manhole and piping will likely encounter similar stratum. You should expect the temporary stability of excavations advanced through such material to be marginal, at best. Contractor retained for construction of project must hire their own independent consultant to assess stability of corrective excavations advanced for project. We direct you to other report section concerning this issue.

- We encountered measurable ground water within the silty sand and sandy silt alluvium strata encountered below the uncontrolled fill at site, and note that the readings obtained during and at completion of borings are approximate. Recovered soil samples were generally moist.

The moisture content of lens soils and the host clays will vary annually and per recent precipitation. Such soils and other regional dependent conditions may produce ground water entry of project excavations. We direct your attention to other report sections and appendices attachments concerning ground water issues and subsurface drainage recommendations.

- Our stability analysis assessed the embankment and excavation for manhole structure as per AE<sup>2</sup>S plan drawing. We conclude the manhole excavation / native embankment, per conditions defined within this report, should be stable.

Note further that we did not evaluate stability of excavations for piping or other features at project. We direct you to the Federal Register on party responsible for assessment of other excavations.



## 2.0 INTRODUCTION

### 2.1 Site / Project Description

You intend to install inlet pipe, control valve HDPE piping, and manhole structure for water quality sampling, and generator, transformer, controls within new standby power building as improvements for the City of Fargo's "Sheyenne Pump Station" in Fargo, North Dakota. Plan view and details of proposed improvements are included on AE<sup>2</sup>S drawings issued June 2017.

### 2.2 Scope of Services

The purpose of this report is to present a summary of our geotechnical exploration and provide generalized opinion on stability of the embankment / excavation advanced for manhole construction at referenced project. Our "scope of services" was limited to the following:

1. Explore the project subsurface by means of two standard penetration borings extending to maximum depth of 30 and 60 feet, and conduct laboratory tests on representative samples to characterize the engineering and index properties of the soils.
2. Prepare a report presenting findings from our field exploration, laboratory testing, and opinion of stability for existing embankment / conceptual excavation advanced for manhole installation. We also provide recommendations for bearing support and settlement of electrical building / pad foundations of for transformer and generator, general criteria for placement of engineered fill within piping trenches and as backfill of foundations for structure.

Our current authorized "scope of services" did not include assessment of environmental issues.

## 3.0 EXPLORATION PROGRAM RESULTS

### 3.1 Exploration Scope

Site geotechnical drilling occurred on July 26, 2017 with individual borings advanced at approximate locations as presented on the diagram within the appendices. NTI located the borings relative to existing site features and obtained approximate GPS coordinates of borings. We estimated the approximate elevation of the borings relative to position of boring relative to the public domain LIDAR survey of the Red River of the North drainage basin.

### 3.2 Surface Conditions

The present lawn covered site includes gradual west oriented slope to retaining walls associated with the intake structure along river. Other site features include pavement and gravel surfaced lanes associated with operation of intake pump station.



### 3.3 Subsurface Conditions

Please refer to the boring logs within the appendices for a detailed description and depths of stratum at each boring. The boreholes were backfilled with auger cuttings. Minor settlement of the boreholes will occur. Owner is responsible for final closure of the boreholes.

Past construction included temporary sheet pile wall within the river channel allowing excavation of site and installation of H-pile foundations for the pump intake structure and adjacent earth retaining wing walls. Plan drawings for this 1997 work suggest excavations extended to nominal USGS elevation 888.5 to 889 feet, respectively. Our cursory review of aerial photography suggests the lateral extent of such excavations continued north and east to a position slightly east of boring SB-1 after which conventional upward extending back slope would continue to original site grade.

Based on results of the current geotechnical exploration, appended Figure 1 provides a general depiction of subsurface conditions at the project site. We present additional comment on the evaluation of recovered soil samples within the appendices attachments.

### 3.4 Ground Water Conditions

The drill crew observed the borings for ground water and noted cave-in depth of the borings, if any, during and at the completion of drilling activities. You may review such findings within the appended boring logs.

We encountered ground water within the alluvial silt and sand strata extending from base of river channel laterally east towards the original embankment of river [east of present retaining wall for intake structure]. Natural soil samples recovered by the exploration were generally moist.

Overall, clays and alluvium soils of site are conducive to varied rate of ground water flow laterally and vertically. The moisture content of such soils will vary annually and per recent precipitation. Such soils and other regional dependent conditions may produce ground water entry of excavations. We direct you to other report sections and appendices attachments on ground water and subsurface drainage.

### 3.5 Laboratory Test Program

We base our analysis and report recommendations upon our interpretation of the standard penetration resistance determined while sampling soils, hand penetrometer test results obtained during classification of retained soils, and experience with similar soils from other sites near the project. We summarize such results on appended boring logs or attached forms.

## 4.0 ENGINEERING REVIEW AND RECOMMENDATIONS

We base our report recommendation on our present knowledge of the project. We ask that you or your design team notify us immediately if you implement any significant changes to project size, location or design, as this notification would allow our review of current recommendations, and provide means for our issue of modified or different recommendations with respect to such change(s).



#### 4.1 Project Scope

We understand project will provide independent source for monitoring of water quality from Sheyenne River, and a separate backup power supply for operation of intake pumps should loss of power at site occur. Your civil consultant provided NTI project specific civil plan, profile, and details of associated piping [drawing from June 2017]. Civil consultant has also presented original plan drawings of foundations installed for the original 1997 pump intake structure and associated earth retaining wing walls.

We obtained topographic information of site from public domain LIDAR survey of the Red River valley with depth of channel estimated from original plan drawings depicting dredged channel section for the raw water intake structure at site.

Currently, we understand the City of Fargo intends to install manhole, control valve(s), and piping allowing independent sampling of river water. Such piping and systems will extend from existing earth retaining wing wall immediately north of intake structure to north foundation wall of pump station. Other improvements at site will include construction of an electrical control building and founding of transformer and isolated generator for emergency power supply of facility.

#### 4.2 Site Preparation – Manhole Installation / Piping at Existing Retaining Wall

You should separate excavations for the water quality sampling line into no less than three stages to reduce risk to existing and proposed construction. Specifically, localized excavation and backfill placement for the manhole structure, intake piping between manhole and existing retaining wall, and subsequent piping leading east of manhole should be isolated in distinct separate activities to lessen risk of slope failure and reduce risk associated with inflow and soil piping loss below retaining wall.

Site preparation for manhole should extend excavations to USGS elevation 897 feet or higher with lateral extent of excavation providing no less than 15 feet separation from structure to toe of back slope. Additional soil removal below base elevation 897 will require some use of lateral bracing / earth retention system designed by licensed engineer retained by Contractor. *We suggest that you size the braced portion of excavation to accommodate structure and placement of stub piping runs extending from structure.* You should then backfill the manhole structure to or above USGS 897 feet prior to advancing other excavations.

The deep excavation for the lower inlet piping and control valve installation will necessitate proper lateral setback of embankments for maintaining stability of construction. Our review suggests such excavations will be on the order of 22 to 26 feet in depth necessitating Contractor independently retain licensed professional to assess stability of excavation program of Contractor.

In our opinion, the premise of underlying silt and sand alluvium soils [per boring logs] and unknown determination of base soils supporting retaining wall along river present risk of liquefaction, piping, and inflow to site. It is for this reason we recommend isolation of piping activities into three distinct phases. Note further that the installation of temporary, short length sheet pile along the inside face of retaining wall footing may be necessary to intercept the silt / sand alluvium thereby reducing risk to construction.

Our review suggests the deep pile supported foundation of the intake structure and base elevation of pile-supported retaining wall should extend below the base elevation of excavation advanced for the intake





piping and control valve placement. Other than possible localized seepage and liquefaction occurring at face of wall, we conclude the balance of the retaining wall and the intake structure should remain stable relative to proposed deep excavation. The backfill of the intake pipe and valve body should then proceed prior to continuation of piping installation east of manhole.

Excavation for piping placement between manhole and existing pump station is understood to extend approximately eight to ten feet below present ground surface. It is also our premise that foundations for existing pump station are founded below the invert depth of proposed new piping installation [at or below USGS elevation 902 feet, *no specific plan information made available to NTI to confirm this premise*].

Under this scenario, we believe shallow, maximum four feet of excavation at existing ground and use of deep trench box will facilitate the completion of piping placement between newly installed manhole and pump station. Contractor must independently assess their methods of excavation and positioning of soil spoil / equipment to verify work activities remain stable. Such assessment must conform to that defined within the Federal Register.

Backfill soil placement for each of the above-defined sequence of excavations may consist of native, non-organic clay soils removed during construction. We recommend that you temper all backfill for moisture content from optimum to no more than three percent above optimum content. You should then place and compact "eight inch" maximum depth loose lifts of fill to no less than 95% and no more than 98% of Standard proctor maximum dry density.

#### 4.3 Site Preparation – Electrical Building, Transformer Pad, Generator Pad

Our soil boring for the new emergency power backup for facility [i.e. electrical building, transformer pad, generator pad] encountered nominal 7 1/2 feet of topsoil and clay fill placed during original construction of the pump station in 1997, with moisture content and insitu unit weight of the clay fill soils suggests placement in a controlled manner.

We recommend removal of all topsoil and other unsuitable materials encountered during preparation of site. We expect such excavation will likely extend from one-half to one foot in depth, with additional soil removal necessary for placement of aggregate bearing of pads, and footings for electrical building.

Backfill of electrical building foundations may consist of native, non-organic clays providing or imported clay soils. It is our premise you will found the interior at-grade slab of electrical building on no less than 12 inches of sand or aggregate base placed as cushion. Similarly, we understand you will found pads for the transformer and generator on no less than 24 inches of properly tempered and placed "aggregate base" fill overlying geotextile separation fabric, as minimum.

You must temper all fill for the electrical building and aggregate bearing for concrete construction for transformer and generator pads for appropriate moisture content. We recommend that clay fill moisture content range from optimum to no more than three percent above optimum moisture content. Similarly, the moisture content of the aggregate bearing materials should be within three percent of optimum content. Each individual lift of fill should not exceed eight inches in depth. Compaction of clay soils should achieve 95 to 98% of Standard Proctor maximum dry density while the aggregate base should achieve no less than 95% of Standard Proctor maximum dry density.



#### 4.4 Global Stability of Manhole Excavation / Embankment

Note our work relative to this report is conceptual and based on acquisition of laboratory analysis of soil samples and of subsurface soil strata as obtained from limited borings from site. We augmented such information with public domain LIDAR derived topographic profile of current embankments along the Red River. The strength of respective soil strata were assigned based on specific laboratory findings from project borings, and comparative review with statistical based analysis of similar regional soils as developed by the USCOE for the Fargo / Moorhead region. Our stability analysis and corresponding report recommendations used analysis protocol specific to the Glacial Lake Agassiz basin, a USCOE approved amendment of general protocol defined by EM 1110-2-1902 "Slope Stability".

Note further that we based our stability findings on specific premise Contractor will install proper earth retention system within the lower half of excavation for manhole. Such premise may or may not accurately reflect subsurface conditions, stability, or internal composition of this feature at site.

Generally, the determination of embankment factor of safety relative to global stability is the numerical comparison of resisting forces to the sum of forces causing embankment movement. Thus, a factor of safety at or in excess of one theoretically indicates resisting forces are greater than the forces of instability, a stable condition. Likewise, a factor of safety below one theoretically indicates forces of instability are greater than those resisting movement, an unstable condition.

The U.S. Army Corps of Engineers manual EM 1110-2-1913 (i.e. COE Manual) provides specific recommendations concerning design of new levees and/or flood protection along river embankments. Specifically, Table 6-1B the COE Manual states,

*"The minimum required factors of safety for the preceding design conditions [Table 6-1 of reference, pg. 6-4] along with the portion of the embankment for which analyses are required and applicable shear test data are shown in Table 6-1b."*<sup>1</sup>

As a basis for our stability review, we performed analysis at the referenced cross section using multiple two dimensional "finite difference" evaluations of existing embankments [FLAC Slope® as developed by H C Itasca] based on the mass, and soil strength parameters as outlined within appended Table 4.

Appended Table 5 presents findings relative to overall global stability analysis. Graphically, areas of higher strain rate [as shown by change in color] define the most probable location of shear failure at each section presented within the appendices. The UU stability assessment of the natural embankment and braced excavation suggests a stable condition (see Figure 2). We note that the UU shear surface produced deep, near circular base failure occurring below and extending to bottom of braced section for manhole.

Deep rotational embankment failure seldom occurs along formation near / at the Sheyenne River. Contrary, a majority of embankment failures are the result of progressive, shallow depth shear surfaces extending to or sliding between the weaker Brenna fat clay soils common below local ground surface. Such conditions produce a progressive "benched ground profile" as depicted by local topography.

<sup>1</sup> U.S. Army Corps of Engineers, Manual EM 1110-2-1913 "Design and Construction of Levees", Sec 6-6, pg. 6-4.



Our analysis of both cross sections imply the factor of safety with respect to long-term steady state conditions under normal pool elevation and CD soil strength of less than the 1.4 factor of safety is considered as minimum by the USCOE (see Figure 3). The CD shear surface is almost identical to that predicted using UU soil strength parameters with only variation being a lower factor of safety relative to that of the UU analysis. *We note that the factor of safety estimated for the CD shear surface, per premise of braced excavation and isolation of section from surcharge loading, exceeds unity implying, less than ideal, but stable condition.*

We note herein that we did not assess stability of the braced excavation for manhole under flood event, rapid drawdown, or with residual strength, as chance of such events occurring during the limited, staged sequence of piping placement is extremely low.

As summary conclusion, it is our opinion the embankment and excavation advanced for construction of the manhole installation at project should remain stable providing Contractor provides proper setback of upper zone of excavation, braced support of lower portion of excavation, and elimination of surcharge loading to criteria defined within this report. We again note that Contractor will be solely responsible for assessment and maintaining stability of work per requirements of the Federal Register.

#### 4.5 Bearing Recommendations – Electrical Building

We base our bearing recommendations on our present understanding of project. It is our premise foundation elements will impose maximum vertical loads of 4 kip per lineal foot for perimeter strip footings, and 50 kip for any isolated interior column pads of electrical building.

In our opinion, you may support the proposed Electrical Building on strip footings and interior column footings that bear on competent, non-organic native soils, or engineered fill, providing such construction complies with the criteria established within this report. You should support exterior foundations at a common elevation within soils of the same strata, when possible. You should support all perimeter footings by cohesive soils to limit migration of seepage interior to building perimeter, with design of footings based on the Table 1 maximum net allowable soil bearing pressures.

**Table 1: Recommended Maximum Net Allowable Soil Bearing Pressure - Shallow Foundations**

<b>Location</b>		<b>Criteria</b> <sup>Note 1</sup>
<b>Perimeter Strip Footings:</b> At-Grade Construction	Perimeter strip footings and perimeter column footing supported on natural soils or engineered fill below depth of frost, and at an elevation referenced within this report.	Maximum of 2,000 psf
<b>Perimeter Column Footings:</b> At-Grade Construction		Maximum of 2,000 psf
<b>Interior Column Footings:</b> At-Grade Construction	Interior column footings supported on natural, competent soils and/or engineered fill at a depth that provides no less than 6 inches of clearance between the top of footing and underside of floor slab (for sand cushion).	Maximum of 2,300 psf
1. The maximum net allowable soil bearing pressure recommendations predicated on footing design and construction complying with report recommendations. To minimize local failure of supporting soils, it is our opinion footing construction must also comply with the International Building Code (IBC) requirements with minimum strip footing width established at 18 inches and minimum isolated spread footings for interior columns established at 2 feet by 2 feet.		



You may base design of at-grade structural slab support for transformer and generator on a maximum net allowable soil bearing pressure of 1,500 psf. You should also base deformation and design of structural slabs and interior floor of Electrical Building on an estimated subgrade reaction modulus ( $k$ ) of 150 lbs/in<sup>3</sup> providing a minimum of 36 inches of granular fill supports floor construction. Otherwise, we recommend you use a subgrade reaction modulus of 50 lbs/in<sup>3</sup> for design of at grade or basement floor slab. While it is our opinion that you reinforce floor slab construction, the Structural Engineer should determine need for inclusion of reinforcement within at-grade floor construction.

You must protect footing construction from the adverse effects of frost. For this project, you should extend at-grade footing construction within permanently heated areas (60° Fahrenheit or above) to no less than five feet below final grades as protection against frost action. Similarly, you should extend at-grade footings to a minimum of seven feet below the exterior ground surface in areas lacking permanent heat.

Note the clay soils from site and of local source have risk of swell with absorption of moisture. This is especially true when clay soils absorb excess runoff pooled within excavations. Partially constructed foundations, foundation with lesser confinement, and/or lightly loaded on-grade floor construction may heave due to swell of clays. We direct you to appendices attachment concerning swell of soils.

Foundation walls having unbalanced fill will experience lateral loading from retained soils. You may model this lateral loading as an equivalent earth pressure applied to the foundation wall providing site geometric and related conditions complies with the parameters supporting such modeling. We recommend use of the Table 2 at-rest “equivalent fluid earth pressures” for establishing lateral loading of foundations walls with unbalanced earthen fill.

**Table 2: Retained Soil - Equivalent Fluid Weight / Coefficient of Friction**

<i>Soil Type</i>	<i>Friction Factor for Sliding Resistance <sup>2</sup></i>	<i>Equivalent Fluid Unit Weight of Retained Soil <sup>1</sup></i>		
		<i>“At Rest” Condition (pcf)</i>	<i>“Active” Condition (pcf)</i>	<i>“Passive” Condition (pcf)</i>
Fat Clay (CH), Silty Fat Clay (CH-MH)	0.250	90	85	195
Sand (SP, SP-SM)	0.500	65	45	375
<p>1 The “equivalent fluid weight” based on premise of flat ground surface and no surcharge loads present. We caution design professional that actual loads imparted to the structure will be dependent on soil conditions, site geometric considerations, and surcharge loads imparted to the structure.</p> <p>2 Resistance to sliding based on multiplication of the respective coefficient of friction by the effective vertical stress occurring at the elevation of interest.</p>				

#### 4.6 Estimate of Settlement

Fill placement for piping and manhole installation should produce minimal, if any, additional loading stress to underlying soils. Thus, we expect the natural alluvium and underlying fat clay soils along piping construction should experience limited additional settlement.

Please note that the above estimate of limited settlement of natural formation under piping improvements does not address likely “long term” settlement of newly placed backfill to construction. You should expect such settlement of newly installed fill could approach or exceed two percent of fill depth, or nominal five



inches for 20 feet deep fill section. Your grading of site should address such settlement and/or provide means for future placement of topsoil and grass cover within development of movement over time.

The settlement of structure footings and floor slab, and settlement of structural at-grade mat foundations will vary based on the magnitude, frequency of application, and duration of applied loading to individual footings. For your project, we estimate the elastic movement and consolidation settlement of footing construction of Electrical Building, and structural mat foundations for the transformer and generator pads will likely vary as outlined within Table 3 with this movement dependent on discussion as of this report. Note that the Table 3 findings reflect a sum of elastic and consolidation settlement for respective footing while differential settlements reflect likely movement occurring between heavily loaded interior column footing and adjacent lightly loaded strip footing, unless otherwise noted.

**Table 3: Estimated Settlement of Shallow Foundations (footings)** <sup>Notes 1 - 4</sup>

<i>Location</i>	<i>Est. Total Settlement</i>	<i>Est. Differential Settlement</i>
Perimeter Strip Footings – Electrical Building	1/2 to 1 inch	1/4 to 1/2 inch
Perimeter Column Footings – Electrical Building	3/4 to 1 inch	1/2 to 3/4 inch
Interior Column Footings – Electrical Building	1/2 to 1 inch	1/4 to 3/4 inch
At-Grade Transformer & Generator Pads	1/2 to 1 inch (center) 1/4 to 1/2 inch (corner)	1/4 to 3/4 inch (corner to center)

1. Unless noted otherwise, we base the above estimated settlements on likely long-term service loads as applied to respective footings designed for report defined maximum net allowable soil bearing pressure recommendation(s) and per other recommendations of this report.
2. Estimated differential settlement of footing as listed represents a percentage of listed total settlement for respective location.

Furthermore, total and differential settlement of levee could be significantly greater than the above estimates if you support construction on frozen soils, the moisture content of the bearing soils significantly changes from insitu conditions, and/or you incorporate snow or ice lenses into earthwork.

#### 4.7 Utilities

We understand construction will not include placement of underground utilities other than piping as defined by this report, tracing wires following buried piping, and possible direct bury of electrical conductors associated with the emergency power portion of project

#### 4.8 Surface Drainage

You should maintain positive drainage during and after construction of project and eliminate ponding of water on site soils. We understand you intend to provide separate control of runoff interior to the property protected by existing retaining wall along the Sheyenne River, with runoff from interior portion of site directed to present collection system.



#### 4.9 Vegetation

Vegetation planting near structures can result in a change in soil moisture content from moisture uptake by the plants or excessive watering of plantings. The resulting change in soil moisture contributes to lateral earth pressure development and frost related heave of local soils. You should eliminate planting of trees or shrubs within project as a cautionary measure to reduce the seasonal fluctuation of soil moisture.

#### 5.0 CONSTRUCTION CONSIDERATIONS

##### 5.1 Excavation Stability / Person in Charge

Excavation depth and sidewall inclination should not exceed those specified in local, state or federal regulations. You may need to widen and slope, or temporarily brace excavations to maintain or develop a safe work environment. A licensed Professional Engineer retained by Contractor must design temporary shoring in accordance with applicable regulatory requirements.

Contractor(s) must comply with local, state, and federal safety regulations including current OSHA excavation and trench safety standards as outlined within Subpart P, Chapter 7, 29CFR 1926.6 of the Federal Register.

We base all report stability findings on premise with respect to loading, site conditions, ground water issues, and likely extent of work / surcharge conditions as listed. Such findings do not imply or intend actual excavations advanced at project, or findings relative to 29 CFR 1926.6 as referenced above. *Contractor is solely responsible per "means and methods" for ascertaining stability of embankments / excavations, or any other work occurring on site.*

##### 5.2 Engineered Fill & Winter Construction

The Geotechnical Engineer of Record or their designated representative must observe and evaluate excavations to verify removal of uncontrolled fills, topsoil and/or unsuitable material(s), and adequacy of bearing support of exposed soils. Such observation should occur prior to construction of foundations or placement of engineered fill supporting excavations. Lacking observation(s), you cannot hold NTI, its officers and professional engineers responsible for issues resulting from undocumented site conditions.

We must evaluate engineered fill for moisture content, mechanical analysis and/or Atterberg limits prior to placement. You must also temper engineered fill for correct moisture content and then place and compact individual lifts of engineered fill to criteria established within this report.

You must never use frozen soil as engineered fill or backfill nor should you support foundations on frozen soils. Moisture freezing within the soil matrix of fine grained and/or cohesive soils produces ice lenses. Such soils gain moisture from capillary action and, with continued growth, heave with formation of ice lenses within the soil matrix. Foundations constructed on frozen soils settle after thaw resulting in distress or failure of construction.



You must protect excavations and foundations from freezing conditions or accumulation of snow, and remove frozen soils, snow, and ice from within excavations, fill section or from below proposed foundations. Replacement soil should consist of similar material as removed from excavation with moisture content, placement and compaction conforming to report criteria.

### 5.3 Operation of Project Sumps

We previously noted the importance of removal of seepage and runoff from project excavations. You must maintain temporary drainage of project excavations until such time that the Geotechnical Engineer of Record determines excess ground water pore pressure, seepage, and/or runoff no longer influences the strength or support of construction.

We presented within appendices attachment typical recommendations for temporary project sumps. Such provides general guideline of the minimum temporary drainage of project. It is our premise the Contractor is solely responsible for establishing the magnitude, type, and operation of subsurface drainage for project.

### 6.0 CLOSURE

Our conclusions and recommendations, as represented within this report, imply NTI's future observation and testing of earthwork under the direction of the Geotechnical Engineer of Record. We arrived at our opinions based on presumptive data collected from the site. Note that the collection of such data results from limited sampling of site conditions typical of geotechnical explorations performed for projects of similar scope. For this and other reasons, we do not warrant conditions between or below the depth of our borings, or that the strata logged from our borings are necessarily typical of the site. Thus, you agree herein to relieve, hold harmless, and indemnify NTI, its officers and engineering staff of responsibility pending any deviation(s) from our recommendations by plans, written specifications, or field applications, unless you establish and receive from NTI prior issued written concurrence with such deviations.

We have prepared this report for the City of Fargo for their specific application to proposed "Sheyenne Pump Station Improvements" project. Northern Technologies, LLC has endeavored to comply with generally accepted geotechnical engineering practice common to the local area. Northern Technologies, LLC makes no other warranty, expressed or implied.

Northern Technologies, LLC

Bret R. Anderson, P.E.  
Principal

Josh Holmes, P.E.  
Engineer

BRA: jh

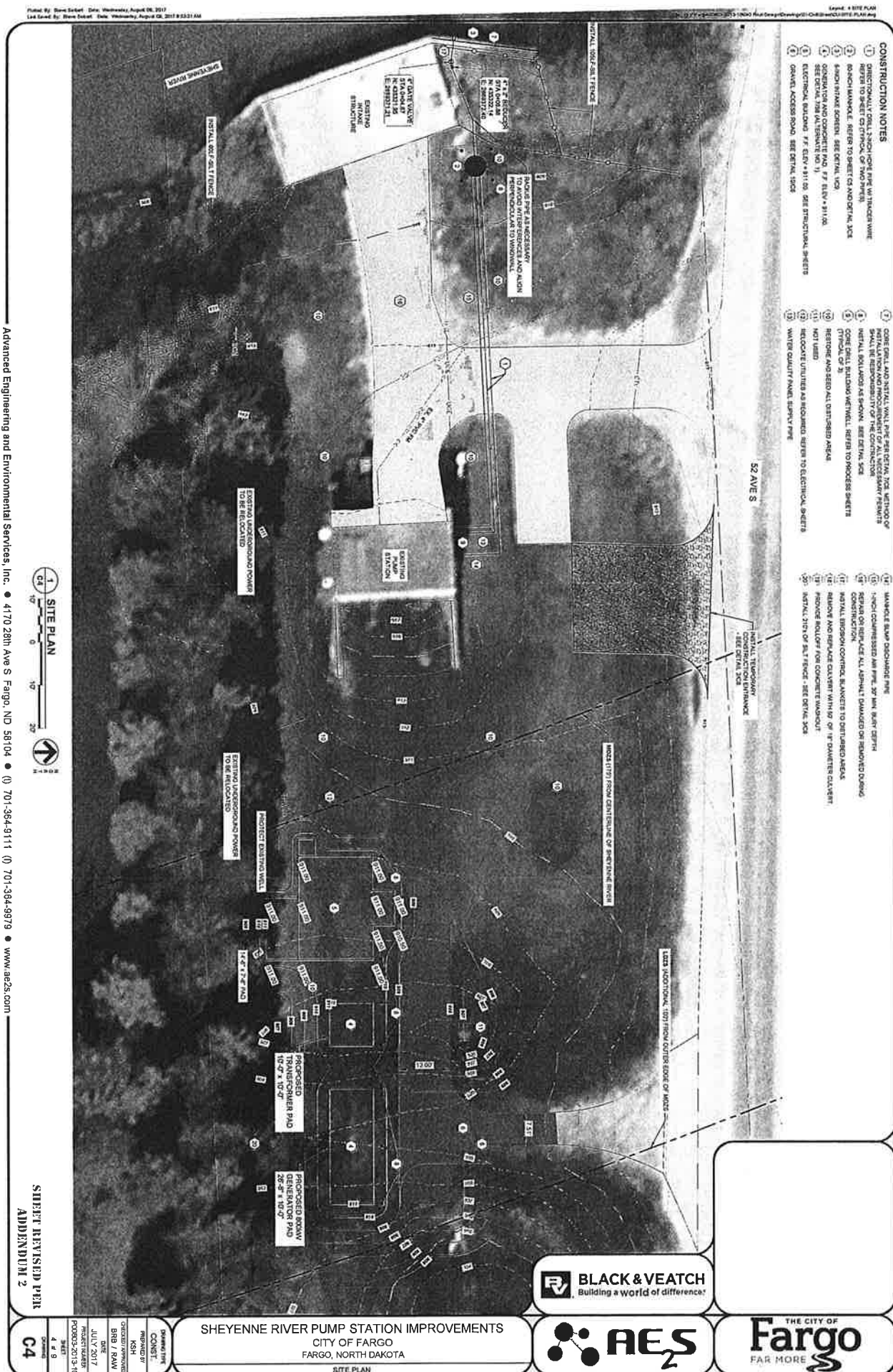
Attachments

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Bret Anderson, P.E.

Date: August 22, 2017





(118)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-B2 Type: Change Order #1

Location: Rose Coulee 25<sup>th</sup> St – Univ Dr S Hearing: 8/21/2017

<u>Routing</u>	<u>Date</u>
City Commission	8/28/2017
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Roger Kluck, Project Manager, for Change Order #1 in the amount of \$51,289.97, bringing the total contract amount to \$806,786.14.

Staff is recommending approval of Change Order #1.

On a motion by Steve Sprague, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #1.

RECOMMENDED MOTION

Approve Change Order #1 in the amount of \$51,289.97 to Excavating, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 Division Engineer

## Memorandum

**To:** PWPEC *REK, PE*  
**From:** Roger Kluck, Civil Engineer II, Storm Water  
**Cc:** Jody Bertrand, Mark Bittner  
**Date:** 8/15/2017  
**Re:** Project #FM-15-B2 - Phase 2 – Change Order #1

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### Background:

Project FM-15-B2 bids were opened on May 3, 2017 and the project awarded by the City Commission on May 8, 2017. Construction began in early June. The project bid documents included a substantial completion date of September 15, 2017 and a final completion date of October 15, 2017. The original contract amount was \$755,496.17.

This change order addresses:

1. The locating and capping off the water service for the residence at 1421 42<sup>nd</sup> Ave S that had been removed as part of this levee project
2. The straightening of a 12 inch water main valve box in University Drive
3. The detour signage
4. The replacement of the concrete pavement in University Drive
5. The addition of recycled concrete for the Park District parking lot to make room for the recycling center relocation

The existing water main in University Drive is approximately 25 feet deep. The water service to the 1421 42<sup>nd</sup> Ave S property was originally believed to come off a fire hydrant lead within the right of way and behind the curb. The water service was actually found to be tied to the main in University Drive. The existing riser box for the water main gate valve had become offset and unusable due to the extreme pipe depth and was replaced with a section of PVC pipe to maintain long-term access to the gate valve. This valve is used for the water main isolation during extreme flood events for closure under the emergency protection clay levee. During relocation of the Park District Parking lot, for the co-location of the City recycling site, it was found that the soil conditions would require additional recycled concrete beyond the bid quantity.

The Change Order increases the project cost by \$51,289.97. The contract will therefore increase to \$806,786.14. The Contractor requested no additional working days. This contract is paid for with Flood Sales Tax Funds

### Recommended Motion

To approve Change order #1 for \$51,289.97 to Excavating, Inc. for the extra work described above to be paid for with flood sales tax funds.

REK/klo



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

Project No	FM-15-B2	Change Order No	1
Project Name	Rose Creek Golf Course Flood Risk Management Project - Phase 2		
Date Entered	8/10/2017	For	Excavating, Inc

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

**EXPLANATION OF CHANGE:**

The change order includes the costs for additional crushed concrete/fabric for the Fargo Park District parking lot area, as well as, the additional quantities/bid items to disconnect the water service and modify the gate valve which were both located beneath University Dr.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	35	F&I Woven Geotextile	SY	1,964.00	0.00	1,964.00	705.00	2,669.00	2.00	1,410.00
	37	F&I Crushed Conc - 6" Thick	SY	1,964.00	0.00	1,964.00	705.00	2,669.00	8.05	5,875.25
	46	Remove Pavement 10" Thick All Types	SY	0.00	0.00	0.00	102.00	102.00	27.00	2,754.00
	47	Remove Curb & Gutter	LF	0.00	0.00	0.00	76.00	76.00	20.00	1,520.00
	48	Remove Sidewalk 4" Thick Conc	SY	0.00	0.00	0.00	13.00	13.00	25.00	325.00
	49	F&I Pavement 10" Thick Doweled Conc	SY	0.00	0.00	0.00	102.00	102.00	78.00	7,956.00
	50	F&I Curb & Gutter Standard (Type II)	LF	0.00	0.00	0.00	76.00	76.00	30.00	2,280.00
	51	F&I Sidewalk 4" Thick Reinf Conc	SY	0.00	0.00	0.00	13.00	13.00	40.00	520.00
<b>Paving Sub Total (\$)</b>										<b>22,440.25</b>
Miscellaneous	52	Traffic Control - Type 1	LS	0.00	0.00	0.00	1.00	1.00	11,499.00	11,499.00
	53	Mobilization	LS	0.00	0.00	0.00	1.00	1.00	2,000.00	2,000.00
	54	Extra - WaterMains	LS	0.00	0.00	0.00	1.00	1.00	15,350.72	15,350.72
<b>Miscellaneous Sub Total (\$)</b>										<b>28,849.72</b>

**Summary**

Source Of Funding

Sales Tax Funds - Flood Control - 460

Net Amount Change Order # 1 (\$)

51,289.97



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	755,496.17
Total Contract Amount (\$)	806,786.14

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

CONTRACT TIME

Current Completion Date	09/15/2017	Additional Days	0.00	New Completion Date	09/15/2017
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Description

APPROVED

APPROVED DATE

For Contractor

Department Head

8/23/17

Austin Stackert

Title

Mayor

Estimator

Attest

(19)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-14-62 Type: Final Balancing Change Order #3

Location: Drain 27 btwn I-29 and 40<sup>th</sup> Ave S Hearing: 8/21/2017

<u>Routing</u>	<u>Date</u>
City Commission	8/28/2017
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed the accompanying correspondence from Jody Bertrand, Project Manager, for the Final Balancing Change Order #3 in the amount of \$1,941.10, bringing the total contract amount to \$919,562.10.

Staff is recommending approval of Final Balancing Change Order #3.

On a motion by Steve Sprague, seconded by Steve Dirksen, the Committee voted to recommend approval of Final Balancing Change Order #3.

RECOMMENDED MOTION

Approve Final Balancing Change Order #3 in the amount of \$1,941.10 to Sellin Brothers, Inc.

PROJECT FINANCING INFORMATION:

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

	Yes	No
Developer meets City policy for payment of delinquent specials		N/A
Agreement for payment of specials required of developer		N/A
Letter of Credit required (per policy approved 5-28-13)		N/A

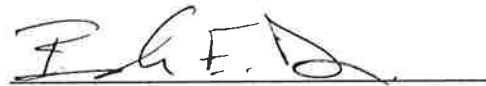
COMMITTEE

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

Present	Yes	No	Unanimous
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
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ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 Division Engineer



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

<b>Project No</b>	FM-14-62	<b>Change Order No</b>	3
<b>Project Name</b>	Drain 27 - Prairie Rose Area Flood Risk Management - Phase 2	<b>For</b>	Sellin Brothers, Inc
<b>Date Entered</b>	7/14/2017		

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 Pay Estimate**

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	5	Remove Tree	EA	49.00	0.00	49.00	-1.00	48.00	175.00	-175.00
	7	Slit Fence - Standard	LF	2,560.00	0.00	2,560.00	1,143.00	3,703.00	1.50	1,714.50
	8	Sediment Control Log 6" to 8" Dia	LF	1,210.00	0.00	1,210.00	-1,210.00	0.00	2.25	-2,722.50
	9	Inlet Protection - New Inlet	EA	2.00	0.00	2.00	-2.00	0.00	150.00	-300.00
	10	Inlet Protection - Existing Inlet	EA	11.00	0.00	11.00	-2.00	9.00	150.00	-300.00
<b>Miscellaneous Sub Total (\$)</b>										<b>-1,783.00</b>
Storm Sewer	21	F&I Pipe 54" Dia Reinf Conc	LF	34.00	0.00	34.00	11.00	45.00	260.00	2,860.00
	22	F&I Pipe 60" Dia Reinf Conc	LF	66.00	0.00	66.00	6.00	72.00	310.00	1,860.00
	23	F&I Pipe 12" Dia Polypropylene	LF	24.00	0.00	24.00	1.00	25.00	44.00	44.00
	24	Remove Pipe All Sizes All Types	LF	474.00	0.00	474.00	43.00	517.00	10.00	430.00
	51	F&I Pipe Cradle 60" Dia Reinf Conc	EA	16.00	0.00	16.00	-16.00	0.00	100.00	-1,600.00
<b>Storm Sewer Sub Total (\$)</b>										<b>3,594.00</b>
Paving	26	Subgrade Preparation	SY	147.00	0.00	147.00	-35.00	112.00	5.00	-175.00
	27	F&I Woven Geotextile	SY	147.00	0.00	147.00	-35.00	112.00	4.00	-140.00
	28	F&I Class 5 Agg - 7" Thick	SY	147.00	0.00	147.00	-35.00	112.00	19.00	-665.00
	29	F&I Curb & Gutter Mountable (Type I)	LF	96.00	0.00	96.00	8.00	104.00	45.00	368.00
	30	Remove Curb & Gutter	LF	96.00	0.00	96.00	8.00	104.00	8.00	64.00
	31	F&I Pavement 6" Thick Reinf Conc	SY	668.00	0.00	668.00	1.00	669.00	63.00	63.00



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

<b>Paving</b>	32	F&I Sidewalk 4" Thick Reinf Conc	SY	182.00	0.00	182.00	-58.00	124.00	61.00	-3,538.00
	33	Remove Sidewalk All Thicknesses All Types	SY	28.00	0.00	28.00	-20.00	8.00	8.00	-160.00
	34	F&I Aggregate for Asph Pavement Class 27	TON	47.00	0.00	47.00	-7.00	40.00	127.00	-889.00
	35	F&I Asphalt Cement PG 58-28	GAL	676.00	0.00	676.00	-98.00	578.00	3.50	-343.00
	36	Remove Pavement 7" Thick Asph	SY	121.00	0.00	121.00	-23.00	98.00	11.00	-253.00
	37	Temp Construction Entrance	EA	3.00	0.00	3.00	-1.00	2.00	750.00	-750.00
								<b>Paving Sub Total (\$)</b>		<b>-6,418.00</b>
<b>Flood Mitigation</b>	39	Topsoil - Strip	CY	1,933.00	0.00	1,933.00	626.00	2,559.00	3.50	2,191.00
	40	Topsoil - Spread	CY	1,933.00	0.00	1,933.00	626.00	2,559.00	5.00	3,130.00
	41	Topsoil - Import	CY	604.00	0.00	604.00	-604.00	0.00	10.00	-6,040.00
	43	Fill - Haul	CY	1,261.00	0.00	1,261.00	56.00	1,317.00	8.00	448.00
	44	Embankment	CY	3,782.00	0.00	3,782.00	593.00	4,375.00	4.00	2,372.00
	45	Excavation	CY	5,043.00	0.00	5,043.00	649.00	5,692.00	4.50	2,920.50
	46	Mulching Type 1 - Hydro	SY	23,800.00	0.00	23,800.00	2,458.00	26,258.00	0.30	737.40
	47	Seeding Type B	SY	23,800.00	0.00	23,800.00	15,841.00	39,641.00	0.20	3,168.20
	48	Overseeding	SY	23,800.00	0.00	23,800.00	-23,800.00	0.00	0.07	-1,666.00
	49	Weed Control Type B	SY	23,800.00	0.00	23,800.00	-23,800.00	0.00	0.03	-714.00
								<b>Flood Mitigation Sub Total (\$)</b>		<b>6,547.10</b>

**Summary****Source Of Funding**

Net Amount Change Order # 3 (\$)

1,940.10

Previous Change Orders (\$)

8,410.00

Original Contract Amount (\$)

909,212.00

Total Contract Amount (\$)

919,562.10

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

**CONTRACT TIME**

Report Generated : 07/14/2017 08:08:05 AM

Page 2 of 3



Project No : FM-14-62



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

<b>Current Completion Date</b>		<b>Additional Days</b>		<b>New Completion Date</b>	
10/01/2016		0.00		10/01/2016	
<b>Description</b>					
<b>APPROVED</b>					
<b>For Contractor</b>					
<b>Title</b>					

	<b>APPROVED DATE</b>	
SEAN BROTHERS INC.	Department Head	
PROJECT MANAGER	Mayor	8/23/17
	Attest	



20

**ENGINEERING DEPARTMENT**

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

August 23, 2017

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. UR-17-F1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, August 23, 2017, for Sanitary Sewer Rehabilitation & Incidentals, Project No. UR-17-F1, located under the existing City Hall.

The bids were as follows:

Subsurface, Inc.	\$48,020.00
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Engineer's Estimate	\$42,000.00
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The special assessment escrow is not required.

This office recommends award of the contract to Subsurface, Inc. in the amount of \$48,020.00 as the lowest and best bid.

Sincerely,



Tom Knakmuhs  
Division Engineer

TAK/klo

**ENGINEER'S STATEMENT OF ESTIMATED COST****PROJECT # UR-17-F1****Sanitary Sewer Rehabilitation and Incidentals**

Under the Existing City Hall

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 Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Sanitary Sewer Rehabilitation and Incidentals Project # UR-17-F1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Miscellaneous</b>				
1 F&I Pipe Liner 18" Dia 10.5 mm CIPP	LF	140.00	343.00	48,020.00
			<b>Miscellaneous Total</b>	<b>48,020.00</b>
			<b>Total Construction in \$</b>	<b>48,020.00</b>
			Engineering	6.00 %
			Legal & Misc	3.00 %
			Contingencies	10.00 %
			Interest	4.00 %
			<b>Total Estimated Costs</b>	<b>59,064.60</b>
			Utility Funds - Wastewater - 521	59,064.60
			<b>Unfunded Costs</b>	<b>0.00</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 08/23/2017

Tom Knakmuhs

Division Engineer



COVER SHEET  
CITY OF FARGO PROJECTS

(211)

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

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

Airport Borrow Pit Site Grading & Incidentals

Project No. FM-17-B

Call For Bids August 28, 2017

Advertise Dates August 29, September 4, 11, 2017

Bid Opening Date September 20, 2017

Substantial Completion Date November 17, 2017

Final Completion Date June 15, 2018

N/A PWPEC Report (Attach Copy) - **Part of 2017 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Roger E. Kluck, P.E. C.F.M.

Phone No. 241-1537

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT  
AIRPORT BORROW PIT SITE GRADING & INCIDENTALS  
PROJECT NO. FM-17-B

**Nature & Scope**

This project is for the restoration and drainage improvements of a site that was used previously to source fill for building of emergency flood control levees

**Purpose**

The purpose of the project is to remedy drainage problems within a previously used borrow site. The site was used to source clay for building of emergency levees. The site was restored but the renter, NDSU, has identified four (4) areas that hold water and do not drain. The subject areas will be drained to the existing University Drive ditch and that same ditch graded to drain as originally built. The disturbed field areas will be top soiled and left to be tilled next year. The University Drive ditch will be top soiled and seeded after grading.

**Feasibility**

The costs of these improvements are estimated as follows:


Estimated Construction Cost	\$ 101,384.61
Engineering (4%)	\$ 4,055.38
Legal & Misc. (7%)	\$ 7,096.92
Interest (4%)	\$ 4,055.38
<b>Total Estimated Cost:</b>	<b>\$ 116,592.29</b>

**Funding**

Flood Sales tax (Fund 460)	<b>\$ 116,592.29</b>
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We believe this project to be cost effective.



  
Jody R. Bertrand, PE  
Division Engineer Storm Sewer/Floodplain

August 2017

COVER SHEET  
CITY OF FARGO PROJECTS

(21-2)

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

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

Project No. Traffic Signal Rehabilitation & Incidentals  
TR-17-A

Call For Bids August 28, 2017

Advertise Dates August 29, September 4, 11, 2017

Bid Opening Date September 20, 2017

Substantial Completion Date June 1, 2018

Final Completion Date July 1, 2018

N/A PWPEC Report (Attach Copy) **Part of 2017 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jim Mohr

Phone No. 298-6925

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT  
TRAFFIC SIGNAL REHABILITATION & INCIDENTALS  
PROJECT NO. TR-17-A

**Nature & Scope**

This project calls for replacement of 32 pedestrian signal heads with LED countdown heads, the replacement of 6 existing intersection traffic video cameras, the replacement of 476 traffic signal vehicle LED heads, the installation of a flashing yellow left turn arrow at 2 intersections, and the replacement of 5 traffic signal electric feed points.

**Purpose**

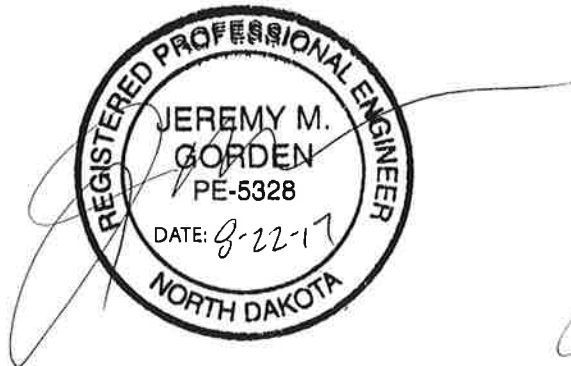
This project is part of the annual maintenance program of the citywide traffic signal system.


**Feasibility**

The estimated construction cost of the project is \$149,995.00. The project is to be funded by Street Rehabilitation Funds.

Estimated Construction Cost:	\$ 149,995.00
Plus 6% Engineering fees:	\$ 8,999.70
Plus 3% Miscellaneous/Legal:	\$ 4,499.85
Plus 4% Interest:	\$ 5,999.80
Total Project Cost:	\$ 169,494.35

We believe this project to be cost effective.



  
\_\_\_\_\_  
Jeremy Gorden, P.E.  
Division Engineer

August, 2017

REPORT OF ACTIONUTILITY COMMITTEE

23a-b

Project No. WA1301

Type: Project WA1301 Change  
Orders – Two Contracts

Location: Water Treatment Plant

Date of Hearing: 8/24/17

<u>Routing</u>	<u>Date</u>
City Commission	8/28/17
Project File	

Troy Hall, Water Utility Director, presented the attached memo related to change orders for Membrane Water Treatment Plant (MWTP) construction with Alberici Constructors, Inc. (ACI), the General Contractor, and Wrigley Mechanical, Inc. (WMI), the Mechanical Contractor. The total proposed cost increase is \$97,674.23. In the change order proposal, there are ten listed changes with ACI and five listed changes with WMI. The general contract (ACI) changes are primarily for building finishing changes and piping changes. The WMI changes were related to the plant air system, fire protection, and process piping. Overall, Water Utility staff suggests that the MWTP construction project is going well and on schedule.

Water Utility staff thinks that all of the changes are in the best long-term interest of the City of Fargo. The overall status of cost change orders was discussed at the Utility Committee meeting for MWTP construction. After some research inquiring about comparable projects, Water Utility staff suggests that the industry average for cost change orders is an increase of about 3% to 5% of the bid price at completion. If the currently proposed contract changes are approved, the cost change orders for the MWTP will total an increase of 2.34% from the original bid price. However, only 1.18% is attributed to errors/omissions and other minor changes typical in a construction project. The other 1.16% of changes were implemented related to capacity increases with West Fargo water service. Water Utility staff also suggests that we are at reasonable level for overall cost change orders at this point in construction.

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

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

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

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	11	\$71,950.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	9	\$25,724.23
No. 3 – Electrical Construction	JDP Electric, Inc.	n/a	\$0.00
<b>TOTAL</b>			<b>\$97,674.23</b>

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

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,334,445.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,539,033.19
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,243,218.00
<b>TOTAL</b>		<b>\$106,116,696.24</b>


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

**MOTION:**

On a motion by Ben Dow, seconded by Mark Bittner, the Utility Committee voted to approve the proposed change orders in a total amount of \$97,674.23 for the Membrane Water Treatment Plant.

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

ATTEST:

  
 Troy B. Hall  
 Water Utility Director

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





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

## MEMORANDUM

August 21, 2017

To: Utility Committee

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

Re: WA1301 Change Orders – Membrane Water Treatment Plant

Introduction

Construction of the Membrane Water Treatment Plant (MWTP) began in May, 2015. This is Water Utility Project - WA1301. There have been previous change orders for this project approved by the Utility Committee and City Commission. Water utility staff is recommending additional changes to Contract No. 1 and Contract No. 2 at this time. A letter of explanation from AE2S and change order form are attached.

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

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

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

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

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

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	11	\$71,950.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	9	\$25,724.23
<u>No. 3 – Electrical Construction</u>	<u>JDP Electric, Inc.</u>	<u>n/a</u>	<u>\$0.00</u>
<b>TOTAL</b>			<b>\$97,674.23</b>

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

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,334,445.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,539,033.19
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,243,218.00
<b>TOTAL</b>		<b>\$106,116,696.24</b>



Overview of Fargo MWTP construction. Picture is from August 7, 2017.

#### MWTP Project Status Related Change Orders and Overall Cost

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

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

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

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

- Prior to Current CO Recommendations: **2.25%**
- Adjusted Value Prior to Current CO Recommendations: **1.08%**
- After Current CO Recommendations: **2.34%**
- Adjusted Value After Current CO Recommendations: **1.18%**
- Total Adjusted Value Dollar Amount – West Fargo: \$1,206,585.00 (Different funding source)
  - Generator Switchgear – West Fargo: \$137,816.00 (previously approved CO)
  - 7<sup>th</sup> Reverse Osmosis Train – West Fargo: \$1,068,769.00 (previously approved CO)

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

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

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

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

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

### Detailed Summary of Change Orders

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

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Existing Exposed Exterior Wall Changes	\$26,980.00	Unfinished in Plans
2	Sanitary Manhole 5 Coal Tar Epoxy Coating	\$1,302.00	Corrosion Resistance
3	Degassifier Tank Stack Curb Additions	\$7,992.00	Seal Exhaust Stacks
4	Add Dry Chemical Silo Vent Lines	\$10,627.00	Pressure Equalization
5	Rigid Insulation in Deck and Parapet Gap	\$3,661.00	Structural Support
6	Add Column Stubs to Shorter Beam for RO Monorail	\$5,023.00	RO Monorail Support
7	Hall 8204 Changes	\$4,173.00	Wall to Roof Finish
8	West Eave Changes at Stair #2	\$4,553.00	Eave Finish
9	Purlin Interface with Skylight Cavity	\$6,781.00	Drawing Mismatch
10	Relocation of PRV-009 Framing	\$858.00	Separate PRV & Louvers
<b>Total – Contract No. 1 Change for Change Order No. 11</b>		<b>\$71,950.00</b>	

The cost impact to Contract No. 2 with Wrigley Mechanical, Inc. is summarized in the following:

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Add Air Hose Reel near Raw Water Influent Piping	\$1,480.89	Plant Air Coverage
2	Temporary Air for Dry Chemical Conveyance	\$4,613.06	Skipped Temp System
3	3 HVAC Changes (Fire Damper Changes, Boiler Venting)	\$7,104.18	Various
4	Move Fire Protection Test Location	\$645.83	Sprinkler System Testing
5	Chemical Tank Venting Reroute	\$11,880.27	Pass Thru New Hallway
<b>Total – Contract No. 2 Change for Change Order No. 9</b>		<b>\$25,724.23</b>	

### Plan of Financing

The contract changes under this agenda item will result in an overall cost increase of \$97,674.23 for MWTP construction. The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan administered by the North Dakota Public Finance Authority (PFA) and North Dakota Department of Health (NDDH). The \$30 million in grant funding from the SWC has all been received by the City of Fargo for the MWTP project.

#### **SUGGESTED MOTION:**

Approve the contract change orders with the general contractor and mechanical contractor in the total amount of \$97,674.23 for construction of the MWTP.

Your consideration in this matter is greatly appreciated.



August 16, 2017

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

**Re: Change Order No. 11**  
**Contract No. 1 Fargo Membrane WTP and Improvements**  
**City of Fargo Project #WA1301**

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 11 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. The exposed exterior wall of the existing WTP, which is now an interior wall of the Membrane WTP, will be furred out and drywall added to cover the existing insulation in Room 8007 (Hall) and the drywall surface will be painted. Grout will be added to fill a gap along the base of the wall between the existing footing and new base wall.
2. The interior of the bottom section of Sanitary Manhole 5 (SSMH-5) will be coated with coal tar epoxy to protect against corrosion.
3. Roof curbs will be added to seal around the three degasifier exhaust stacks.
4. A 2" vent line will be added from the dry chemical conveyor to the top of the new bulk dry chemical silos.
5. Rigid insulation (3" rigid foam board) will be added over the 8" gap between the structural decking and CMU parapet wall to provide support for the roof underlayment.
6. Two stub columns will be added near the shorter beam BI-04 (one on either side) to support the RO pump monorail.
7. Additional detailing will be added at the north and south ends of Hall 8204 (hall between the stairs and Mechanical Penthouse) to provide the finish between the walls and penthouse roofs.
8. Additional detailing will be added on the west eave of Stair #2 (stairs to the Mechanical Penthouse), including prefinished trim flashing over gypsum sheathing.
9. The lath and plaster around the skylight openings in the penthouses over the pretreatment and MF/UF areas will be modified to jog around the purlins along the skylight openings.
10. The framing for PRV-009 will be relocated to move the PRV further away from the Mechanical Penthouse Louvers.



Mr. Troy Hall

Re: Change Order No. 11

Contract No. 1 Fargo Membrane WTP and Improvements

City of Fargo Project #WA1301

August 16, 2017

Page 2 of 2

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

<u>Item</u>	<u>Cost</u>
1. PCO 120 – Existing Exposed Exterior Wall Changes	\$26,980.00
2. PCO 148 – SSMH-5 Interior Coating	\$1,302.00
3. PCO 161 – Degasifier Tank Stack Curbs	\$7,992.00
4. PCO 171 – Add Dry Chemical Silo Vent Line	\$10,627.00
5. PCO 178 – Rigid Insulation in Deck and Parapet Gap	\$3,661.00
6. PCO 180 – RO Monorail Added Supports	\$5,023.00
7. PCO 188 – Hall 8204 Changes	\$4,173.00
8. PCO 189 – West Eave Changes at Stair #2	\$4,553.00
9. PCO 194 – Purlin Interface with Skylight Cavity	\$6,781.00
10. PCO 195 – Relocate PRV-009 Framing	\$858.00

**Total for Change Order No. 11 = \$71,950.00**

Upon the City of Fargo's acceptance of Change Order No. 11, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and ACI and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S



Ben Julson, PE  
Project Engineer

Attachments



August 16, 2017

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

**Re: Change Order No. 9**  
**Contract No. 2 Fargo Membrane WTP and Improvements**  
**City of Fargo Project #WA1301**

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 9 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. One air hose reel will be added at the west end of Hallway 8002, near the raw water influent piping.
2. Temporary air piping will be installed to the dry chemical storage and conveyance system in order to allow the City to operate the system before the permanent compressed air system is installed.
3. Additional fire dampers will be provided in the riser ducts to the operating level in Area D and a fire damper will be removed from the DHU-001 exhaust duct in the RO area. The roof curbs around the boiler venting will be extended to match the roofing system requirements.
4. The fire protection test location needed to be moved in order for the Fire Marshall to test the sprinkler system.
5. The routing of the chemical tank vents from the existing building needed to be modified and the pipes extended to pass through the new hall near the grit dock area.

The cost impact to Contract No. 2 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. PCO 159 - Added Air Reel	\$1,480.89
2. PCO 160 – Temp. Air for Dry Chemical Conveyance	\$4,613.06
3. PCO 181 – HVAC Changes	\$7,104.18
4. PCO 182 – Fire Protection Inspection Test	\$645.83
5. PCO 192 – Venting Reroute	\$11,880.27
<b>Total for Change Order No. 9 =</b>	<b>\$25,724.23</b>

Mr. Troy Hall

Re: Change Order No. 9

Contract No. 2 Fargo Membrane WTP and Improvements

City of Fargo Project #WA1301

August 16, 2017

Page 2 of 2

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Upon the City of Fargo's acceptance of Change Order No. 9, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and Wrigley Mechanical, Inc. and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S



Ben Julson, PE  
Project Engineer

Attachments



25

August 15, 2017

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

Dear Commissioners:

Accompanying for the City Commission review and approval is a Declaration of Easement document for City property, as described in the enclosed document, the dedication of property described therein is for street and public utilities purposes associated with Improvement District #PR-17-A0.

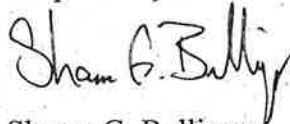
Declaration of Easement

RECOMMENDED MOTION:

Approve execution of enclosed Declaration of Easement document in association with Improvement District #PR-17-A0.

Please return signed copy.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Jeremy Gorden  
Nancy Morris  
Attachments

**DECLARATION OF EASEMENT**  
**(Street and Utility)**

The city of Fargo, a North Dakota municipal corporation, (the "Declarant"), is the owner of certain real property located in the city of Fargo, County of Cass, State of North Dakota, described as:

A parcel of land in Tract-"A", a Warranty Deed, Document Number 724884, found in the office of the County Recorder, Cass County, North Dakota, said Tract-"A" is a part of Lot One (1), Block Two (2), Southwood Park, a portion of Section 26, Township 139 North, Range 49 West, said Cass County, said parcel of land is described as follows:  
(the "Premises").

The Declarant does hereby declare a portion of such property for a permanent street and public utility easements, such property being more fully described as follows:

The north 9.50 feet of said Tract-"A".

Said parcel contains 806 square feet, more or less.

Said property is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit "A".

IN WITNESS WHEREOF, Declarant has set its hand and caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2017.

City of Fargo

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

ATTEST

\_\_\_\_\_  
Steven Sprague

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

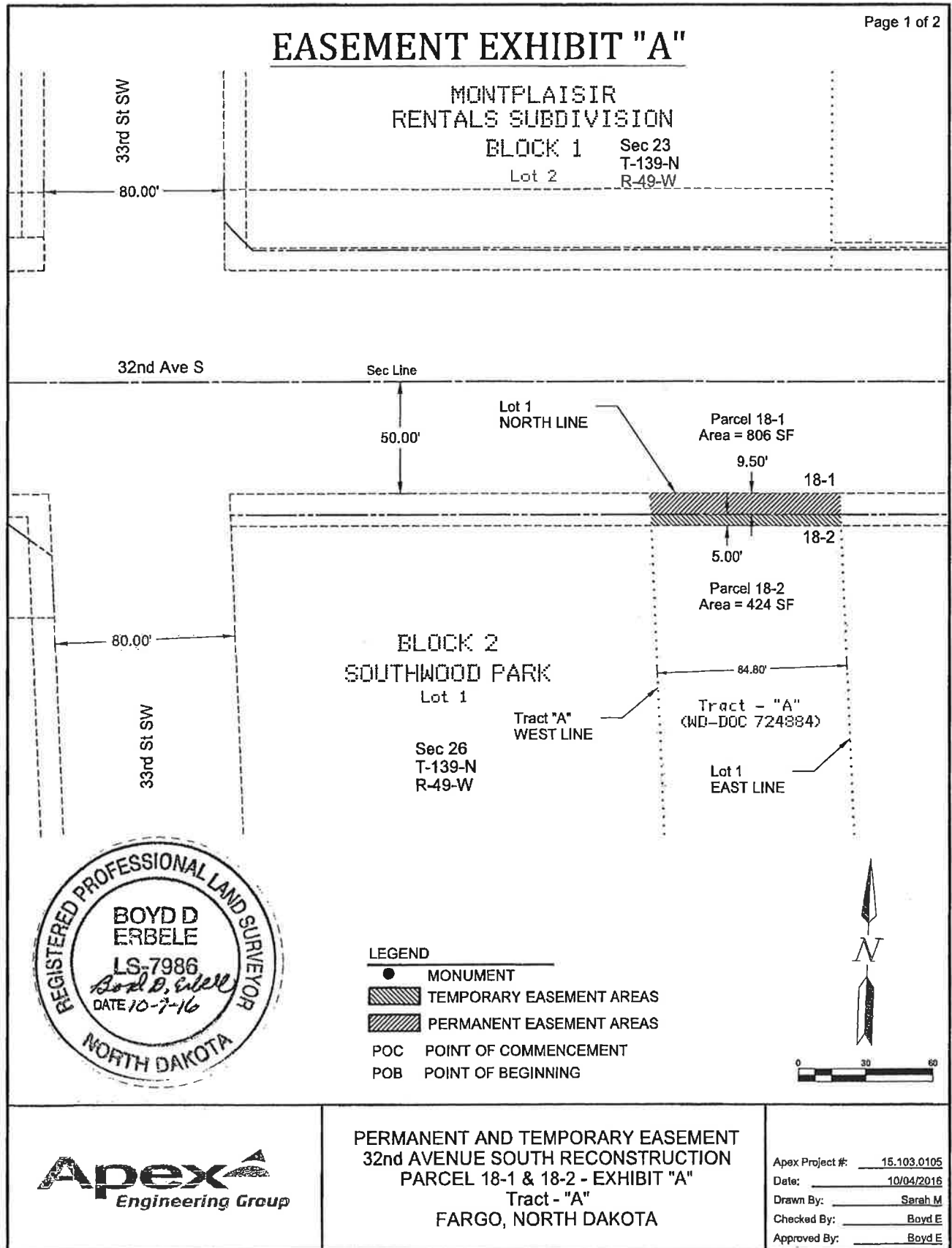
On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the City of Fargo, described in and who have executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

The legal description was prepared by:  
Apex Engineering Group  
4733 Amber Valley Parkway S  
Fargo, ND 58104  
(701) 373-7980

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901  
nmorris@lawfargo.com



## EASEMENT EXHIBIT "A"

### Parcel 18-1

#### Permanent Easement

A parcel of land in Tract "A", a Warranty Deed, Document Number 724884, found in the office of the County Recorder, Cass County, North Dakota, said Tract "A" is a part of Lot 1, Block 2, Southwood Park, a portion of Section 26, Township 139 North, Range 49 West, said Cass County, said parcel of land is described as follows:

The north 9.50 feet of said Tract-"A".

Said parcel contains 806 square feet, more or less.

### Parcel 18-2

#### Temporary Easement

A parcel of land in Tract "A", a Warranty Deed, Document Number 724884, found in the office of the County Recorder, Cass County, North Dakota, said Tract "A" is a part of Lot 1, Block 2, Southwood Park, a portion of Section 26, Township 139 North, Range 49 West, said Cass County, said parcel of land is described as follows:

The south 5.00 feet of the north 14.50 feet of said Tract-"A".

Said parcel contains 424 square feet, more or less.

#### Surveyor's Certification

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the state of North Dakota.



*Boyd D. Erbele*

Boyd D. Erbele, PLS

Reg. No. LS-7986

*10-7-2016*

Date:



PERMANENT AND TEMPORARY EASEMENT  
32nd AVENUE SOUTH RECONSTRUCTION  
PARCEL 18-1 & 18-2 - EXHIBIT "A"  
Tract - "A"  
FARGO, NORTH DAKOTA

Apex Project #: 15.103.0105  
Date: 10/04/2016  
Drawn By: Sarah M  
Checked By: Boyd E  
Approved By: Boyd E

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(26)

Improvement District No. BN-15-M1 Type: Final Balancing Change Order #2

Location: Fire Station #1 Hearing: 8/21/2017

<u>Routing</u>	<u>Date</u>
City Commission	8/28/2017
PWPEC File	X
Project File	Mark Miller

The Committee reviewed the accompanying correspondence from Mark Miller, Project Manager, for Final Balancing Change Order #2 in the amount of \$18,741.70, bringing the total contract amount to \$241,911.08.

Staff is recommending approval of Final Balancing Change Order #2.

On a motion by Steve Sprague, seconded by Steve Dirksen, the Committee voted to recommend approval of Final Balancing Change Order #2.

RECOMMENDED MOTION

Approve Final Balancing Change Order #2 in the amount of \$18,741.20 to Master Construction Co., Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

Yes	No
	N/A
	N/A
	N/A

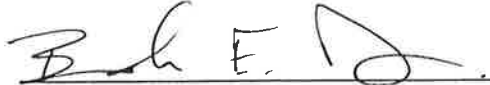
COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 Division Engineer



# Memorandum

**To:** Members of PWPEC  
**From:** Mark Miller, Project Engineer - M M M  
**Date:** August 11, 2017  
**Re:** Improvement District BN-15-M – FBCO

---

**Background:**

Improvement District # BN-15-M1 relocated existing utilities to accommodate the Fire Station #1 remodeling project.

Attached is the Final Balancing Change Order #2 in the amount of \$18,741.70. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$ 209,135.50
CO #1	\$ 14,033.88 (6.7%)
FBCO #2 Amount:	<u>\$ 18,741.70 (9.0%)</u>
Total Contract:	\$ 241,911.08

All costs to be Special Assessed.

**Recommended Motion:**

Approve the Final Balancing Change Order #2 for \$18,741.70 to Master Construction.

MMM/klo  
Attachment

C: Brenda Derrig



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

<b>Improvement District No</b>	BN-15-M1	<b>Change Order No</b>	2
<b>Project Name</b>	Relocate Utilities & Incidentals		
<b>Date Entered</b>	8/11/2017	<b>For</b>	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 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 (\$)
Removal	1	Remove Pavement All Thicknesses All Types	SY	1,275.00	0.00	1,275.00	46.89	1,321.89	15.00	703.35
	2	Remove Curb & Gutter	LF	210.00	0.00	210.00	-45.00	165.00	10.00	-450.00
	5	Remove Pipe All Sizes All Types	LF	485.00	0.00	485.00	-48.50	436.50	10.00	-485.00
	48	* Removal - Ex. Traffic Light Base (MEI)	LS	0.00	0.00	0.00	1.00	1.00	4,785.00	4,785.00
<b>Removal Sub Total (\$)</b>										4,553.35
Sanitary Sewer	7	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	0.00	100.00	-100.00	0.00	5.00	-500.00
	9	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	20.00	0.00	20.00	-20.00	0.00	100.00	-2,000.00
	10	F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	80.00	0.00	80.00	4.70	84.70	100.00	470.00
	11	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	155.00	0.00	155.00	-3.50	151.50	100.00	-350.00
	50	* Contractor's Order #5	LS	0.00	0.00	0.00	1.00	1.00	1,393.73	1,393.73
<b>Sanitary Sewer Sub Total (\$)</b>										-986.27
Water Main	13	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	75.00	0.00	75.00	-75.00	0.00	100.00	-7,500.00
	14	F&I Gate Valve 8" Dia	EA	1.00	0.00	1.00	-1.00	0.00	2,100.00	-2,100.00
	15	Connect Pipe to Exist Pipe	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
<b>Water Main Sub Total (\$)</b>										-10,100.00
Storm Sewer	16	F&I Manhole 4' Dia Reinf Conc	EA	2.00	0.00	2.00	-2.00	0.00	2,500.00	-5,000.00



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

	Storm Sewer	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	0.00	1.00	2.00	3.00	2,600.00	5,200.00
	18	F&I Pipe w/GB 12" Dia Reinf Conc	LF	32.00	0.00	32.00	-2.70	29.30	60.00	-162.00
	20	F&I Pipe w/GB 15" Dia Reinf Conc	LF	40.00	0.00	40.00	11.50	51.50	70.00	805.00
	22	F&I Pipe w/GB 21" Dia Reinf Conc	LF	57.00	0.00	57.00	1.00	58.00	80.00	80.00
	49	* Contractor's Order #6	LS	0.00	0.00	0.00	1.00	1.00	3,479.24	3,479.24
Paving									Storm Sewer Sub Total (\$)	4,402.24
	24	Subgrade Preparation	SY	798.00	0.00	798.00	354.00	1,152.00	1.00	354.00
	25	F&I Woven Geotextile	SY	798.00	0.00	798.00	354.00	1,152.00	2.00	708.00
	26	F&I Class 5 Agg - 9" Thick	SY	798.00	0.00	798.00	354.00	1,152.00	10.50	3,717.00
	27	F&I Curb & Gutter Standard (Type II)	LF	108.00	0.00	108.00	53.10	161.10	21.00	1,115.10
	28	F&I Asphalt Cement PG 58-28	GAL	5,052.00	0.00	5,052.00	2,315.34	7,367.34	3.00	6,946.02
	29	F&I Aggregate for Asph Pavement FAA 43	TON	375.00	0.00	375.00	213.66	588.66	70.00	14,956.20
	30	F&I Sidewalk 4" Thick Reinf Conc	SY	100.00	0.00	100.00	-100.00	0.00	60.00	-6,000.00
	31	Casting to Grade - Blvd	EA	4.00	0.00	4.00	-4.00	0.00	300.00	-1,200.00
	32	Casting to Grade - no Conc	EA	8.00	0.00	8.00	-3.00	5.00	500.00	-1,500.00
	33	GV Box to Grade - no Conc	EA	1.00	0.00	1.00	1.00	2.00	300.00	300.00
	46	* Replace Fiber Crossing - NP AVE - Moorhead Electric	LS	0.00	0.00	0.00	1.10	1.10	1,628.96	1,791.86
	47	* Additional Paving on Roberts St.	LS	0.00	0.00	0.00	1.00	1.00	5,137.00	5,137.00
Pavement Marking									Paving Sub Total (\$)	26,325.18
	34	Paint Epoxy Line 4" Wide	LF	885.00	0.00	885.00	120.00	1,005.00	5.50	660.00
	35	Paint Epoxy Line 16" Wide	LF	17.00	0.00	17.00	-17.00	0.00	25.00	-425.00
	36	Paint Epoxy Line 24" Wide	LF	260.00	0.00	260.00	-260.00	0.00	16.00	-4,160.00
	37	Paint Epoxy Message	SF	43.00	0.00	43.00	43.00	86.00	17.00	731.00
	45	* Revised Stripping Layout directed Northstar Safety to extend contract stripping to encompass entire intersection impacted by this job.	LS	0.00	0.00	0.00	1.00	1.00	541.20	541.20
									Pavement Marking Sub Total (\$)	-2,652.80



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

Miscellaneous	42	Construction Signing	SF	20.00	0.00	20.00	-20.00	0.00	40.00	-800.00
	44	F&I Traffic Surface Gravel	TON	100.00	0.00	100.00	-100.00	0.00	20.00	-2,000.00
										-2,800.00
										<b>Miscellaneous Sub Total (\$)</b>
										<b>Grand Total (\$)</b>
										<b>18,741.70</b>

\* NC Items

**Summary**

**Source Of Funding**

**Net Amount Change Order # 2 (\$)**

**Previous Change Orders (\$)**

**Original Contract Amount (\$)**

**Total Contract Amount (\$)**

18,741.70  
14,033.88  
209,135.50  
241,911.08

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**

06/15/2016

**Additional Days**

0.00

**New Completion Date**

06/15/2016

**Description**

**APPROVED**

For Contractor

Title

**APPROVED DATE**

Department Head

Mayor

Attest

*[Signature]* *[Signature]* 8/23/17

21

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UR-15-B1 Type: Final Balancing Change Order #3 - **AMENDED**

Location: Various Sites Hearing: 8/21/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>8/28/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Jody Bertrand</u>

The Committee reviewed the accompanying correspondence from Jody Bertrand, Project Manager, for the *Amended* Final Balancing Change Order #3 in the amount of \$-31,532.20, bringing the total contract amount to \$358,312.80.

This project was composed of 57 repair sites. Four of the sites had the repair completely changed in the field during construction and masterworks items entered needed to be corrected for the actual work completed. *Amended* FBCO #3 reflects this correction.

Staff is recommending approval of *Amended* Final Balancing Change Order #3.

On a motion by Steve Sprague, seconded by Steve Dirksen, the Committee voted to recommend approval of *Amended* Final Balancing Change Order #3.

RECOMMENDED MOTION

Approve *Amended* Final Balancing Change Order #3 in the amount of \$-31,532.20 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: SW Utility Funds & Special Assessments

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

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

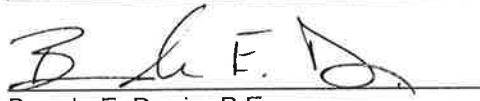
COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 Division Engineer



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

Improvement District No	UR-15-B1	Change Order No	3
Project Name	Storm Sewer Repairs & Incidentals		
Date Entered	8/10/2017	For	Key Contracting Inc

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

**EXPLANATION OF CHANGE:** Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	3	F&I Casting - Inlet	EA	1.00	0.00	1.00	-1.00	0.00	450.00	-450.00
	5	Rem & Repl Casting - Floating Manhole	EA	1.00	0.00	1.00	-1.00	0.00	2,500.00	-2,500.00
	6	Topsoil - Import	CY	200.00	0.00	200.00	-185.60	14.40	26.00	-4,825.60
	7	Seeding Type B	SY	1,200.00	0.00	1,200.00	-1,069.00	131.00	1.00	-1,069.00
	8	Mulching Type 1 - Hydro	SY	1,200.00	0.00	1,200.00	-1,069.00	131.00	1.00	-1,069.00
<b>Miscellaneous Sub Total (\$)</b>										<b>-9,913.60</b>
Site #1	10	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	4.00	19.00	50.00	200.00
	11	Rem & Repl Pavement 9" Thick Reinf Conc	SY	27.00	0.00	27.00	-5.00	22.00	140.00	-700.00
<b>Site #1 Sub Total (\$)</b>										<b>-500.00</b>
Site #2	14	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	2.00	17.00	50.00	100.00
	15	Rem & Repl Pavement 9" Thick Reinf Conc	SY	27.00	0.00	27.00	-17.00	10.00	140.00	-2,380.00
<b>Site #2 Sub Total (\$)</b>										<b>-2,280.00</b>
Site #3	18	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	3.00	18.00	50.00	150.00
	19	Rem & Repl Pavement 9" Thick Asph	SY	23.00	0.00	23.00	-17.00	6.00	80.00	-1,360.00
<b>Site #3 Sub Total (\$)</b>										<b>-1,210.00</b>
Site #4	22	Rem & Repl Curb & Gutter	LF	25.00	0.00	25.00	-2.00	23.00	50.00	-100.00
	23	Rem & Repl Pavement 9" Thick Reinf Conc	SY	28.00	0.00	28.00	-13.00	15.00	140.00	-1,820.00



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

<b>Site #4</b>	24	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	3.00	0.00	3.00	0.30	3.30	80.00	24.00
								<b>Site #4 Sub Total (\$)</b>		-1,896.00
<b>Site #5</b>	28	Rem & Repl Curb & Gutter	LF	18.00	0.00	18.00	-4.00	14.00	50.00	-200.00
	29	Rem & Repl Pavement 9" Thick Asph	SY	8.00	0.00	8.00	-4.00	4.00	80.00	-320.00
								<b>Site #5 Sub Total (\$)</b>		-520.00
<b>Site #6</b>	32	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	-3.00	12.00	50.00	-150.00
	33	Rem & Repl Pavement 9" Thick Reinf Conc	SY	25.00	0.00	25.00	-4.50	20.50	140.00	-630.00
								<b>Site #6 Sub Total (\$)</b>		-780.00
<b>Site #7</b>	37	Rem & Repl Pavement 9" Thick Asph	SY	9.00	0.00	9.00	-1.67	7.33	80.00	-133.60
	38	Rem & Repl Driveway 6" Thick Reinf Conc	SY	3.00	0.00	3.00	1.00	4.00	90.00	90.00
								<b>Site #7 Sub Total (\$)</b>		-43.60
<b>Site #8</b>	41	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	-2.00	13.00	50.00	-100.00
	42	Rem & Repl Pavement 9" Thick Asph	SY	9.00	0.00	9.00	-6.11	2.89	80.00	-488.80
								<b>Site #8 Sub Total (\$)</b>		-588.80
<b>Site #9</b>	46	Rem & Repl Pavement 9" Thick Asph	SY	5.00	0.00	5.00	-1.00	4.00	80.00	-80.00
								<b>Site #9 Sub Total (\$)</b>		-80.00
<b>Site #10</b>	49	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	4.00	19.00	50.00	200.00
	50	Rem & Repl Pavement 9" Thick Asph	SY	7.00	0.00	7.00	-2.80	4.20	80.00	-224.00
								<b>Site #10 Sub Total (\$)</b>		-24.00
<b>Site #11</b>	53	Rem & Repl Curb & Gutter	LF	30.00	0.00	30.00	-2.00	28.00	50.00	-100.00
	54	Rem & Repl Pavement 9" Thick Asph	SY	45.00	0.00	45.00	-35.70	9.30	80.00	-2,856.00
	55	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	6.00	0.00	6.00	-0.50	5.50	80.00	-40.00
	59	F&I Rock Mulch	CY	2.00	0.00	2.00	-1.00	1.00	125.00	-125.00
								<b>Site #11 Sub Total (\$)</b>		-3,121.00



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

<b>Site #12</b>	60	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	-2.00	13.00	50.00	-100.00
	61	Rem & Repl Pavement 9" Thick Asph	SY	9.00	0.00	9.00	-4.70	4.30	80.00	-376.00
								<b>Site #12 Sub Total (\$)</b>		-476.00
<b>Site #13</b>	64	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	-2.00	13.00	50.00	-100.00
	65	Rem & Repl Pavement 9" Thick Asph	SY	4.00	0.00	4.00	-1.10	2.90	80.00	-88.00
								<b>Site #13 Sub Total (\$)</b>		-188.00
<b>Site #14</b>	69	Rem & Repl Pavement 9" Thick Asph	SY	8.00	0.00	8.00	-3.56	4.44	80.00	-284.80
	70	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	5.00	0.00	5.00	3.50	8.50	80.00	280.00
								<b>Site #14 Sub Total (\$)</b>		-4.80
<b>Site #15</b>	74	Rem & Repl Curb & Gutter	LF	20.00	0.00	20.00	-2.00	18.00	50.00	-100.00
	75	Rem & Repl Pavement 9" Thick Asph	SY	9.00	0.00	9.00	-4.00	5.00	80.00	-320.00
								<b>Site #15 Sub Total (\$)</b>		-420.00
<b>Site #16</b>	80	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	-1.00	14.00	50.00	-50.00
	81	Rem & Repl Pavement 9" Thick Asph	SY	7.00	0.00	7.00	-2.40	4.60	80.00	-192.00
								<b>Site #16 Sub Total (\$)</b>		-242.00
<b>Site #17</b>	84	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	-4.00	11.00	50.00	-200.00
	85	Rem & Repl Pavement 9" Thick Reinf Conc	SY	17.00	0.00	17.00	9.70	26.70	140.00	1,358.00
								<b>Site #17 Sub Total (\$)</b>		1,158.00
<b>Site #18</b>	88	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	-1.00	14.00	50.00	-50.00
	89	Rem & Repl Pavement 9" Thick Reinf Conc	SY	17.00	0.00	17.00	9.60	26.60	140.00	1,344.00
								<b>Site #18 Sub Total (\$)</b>		1,294.00
<b>Site #19</b>	92	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	-1.00	14.00	50.00	-50.00
	93	Rem & Repl Pavement 9" Thick Reinf Conc	SY	15.00	0.00	15.00	5.00	20.00	140.00	700.00
								<b>Site #19 Sub Total (\$)</b>		650.00
<b>Site #20</b>	96	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	-2.00	13.00	50.00	-100.00



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

Site #20	97	Rem & Repl Pavement 9" Thick Reinf Conc	SY	5.00	0.00	5.00	-3.00	2.00	140.00	-420.00
	98	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	5.00	0.00	5.00	-5.00	0.00	80.00	-400.00
								<b>Site #20 Sub Total (\$)</b>		-920.00
Site #21	102	Rem & Repl Pavement 9" Thick Asph	SY	7.00	0.00	7.00	-2.00	5.00	80.00	-160.00
								<b>Site #21 Sub Total (\$)</b>		-160.00
Site #22	106	Rem & Repl Pavement 9" Thick Asph	SY	4.00	0.00	4.00	-0.70	3.30	80.00	-56.00
								<b>Site #22 Sub Total (\$)</b>		-56.00
Site #23	110	Rem & Repl Pavement 9" Thick Asph	SY	4.00	0.00	4.00	-1.00	3.00	80.00	-80.00
								<b>Site #23 Sub Total (\$)</b>		-80.00
Site #24	115	Rem & Repl Curb & Gutter	LF	21.00	0.00	21.00	-4.00	17.00	50.00	-200.00
	116	Rem & Repl Pavement 9" Thick Asph	SY	12.00	0.00	12.00	-8.00	4.00	80.00	-640.00
								<b>Site #24 Sub Total (\$)</b>		-840.00
Site #25	117	Rem & Repl Curb & Gutter	LF	18.00	0.00	18.00	-2.00	16.00	50.00	-100.00
	118	Rem & Repl Pavement 9" Thick Asph	SY	4.00	0.00	4.00	0.50	4.50	80.00	40.00
								<b>Site #25 Sub Total (\$)</b>		-60.00
Site #26	122	Rem & Repl Pavement 9" Thick Asph	SY	10.00	0.00	10.00	-5.00	5.00	80.00	-400.00
								<b>Site #26 Sub Total (\$)</b>		-400.00
Site #27	125	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	6.00	21.00	50.00	300.00
	126	Rem & Repl Pavement 9" Thick Asph	SY	7.00	0.00	7.00	-2.00	5.00	80.00	-160.00
								<b>Site #27 Sub Total (\$)</b>		140.00
Site #28	129	Rem & Repl Curb & Gutter	LF	24.00	0.00	24.00	-4.00	20.00	50.00	-200.00
	130	Rem & Repl Pavement 9" Thick Asph	SY	8.00	0.00	8.00	-3.60	4.40	80.00	-288.00
								<b>Site #28 Sub Total (\$)</b>		-488.00
Site #29	133	Rem & Repl Casting - Inlet	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
								<b>Site #29 Sub Total (\$)</b>		-500.00



**CITY OF FARGO  
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Site #30	135	Rem & Repl Casting - Inlet	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
									Site #30 Sub Total (\$)	-500.00
Site #31	137	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	-1.00	14.00	50.00	-50.00
	138	Rem & Repl Pavement 9" Thick Asph	SY	5.00	0.00	5.00	-2.00	3.00	80.00	-160.00
									Site #31 Sub Total (\$)	-210.00
Site #32	141	Rem & Repl Casting - Inlet	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
									Site #32 Sub Total (\$)	-500.00
Site #33	143	Rem & Repl Curb & Gutter	LF	30.00	0.00	30.00	-5.00	25.00	50.00	-250.00
	144	Rem & Repl Pavement 9" Thick Reinf Conc	SY	34.00	0.00	34.00	-11.80	22.20	140.00	-1,652.00
									Site #33 Sub Total (\$)	-1,902.00
Site #34	148	Rem & Repl Pavement 9" Thick Asph	SY	2.00	0.00	2.00	7.75	9.75	80.00	620.00
									Site #34 Sub Total (\$)	620.00
Site #35	151	Rem & Repl Curb & Gutter	LF	12.00	0.00	12.00	6.00	18.00	50.00	300.00
	152	Rem & Repl Pavement 9" Thick Asph	SY	14.00	0.00	14.00	-10.00	4.00	80.00	-800.00
									Site #35 Sub Total (\$)	-500.00
Site #36	155	Rem & Repl Curb & Gutter	LF	12.00	0.00	12.00	2.00	14.00	50.00	100.00
	156	Rem & Repl Pavement 9" Thick Asph	SY	7.00	0.00	7.00	-3.75	3.25	80.00	-300.00
									Site #36 Sub Total (\$)	-200.00
Site #37	160	Rem & Repl Pavement 9" Thick Asph	SY	9.00	0.00	9.00	-5.50	3.50	80.00	-440.00
									Site #37 Sub Total (\$)	-440.00
Site #38	163	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	-3.00	12.00	50.00	-150.00
	164	Rem & Repl Pavement 9" Thick Asph	SY	9.00	0.00	9.00	-6.25	2.75	80.00	-500.00
									Site #38 Sub Total (\$)	-650.00
Site #41	175	Rem & Repl Curb & Gutter	LF	34.00	0.00	34.00	-2.00	32.00	50.00	-100.00





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

<b>Site #41</b>	176	Rem & Repl Pavement 9" Thick Asph	SY	8.00	0.00	8.00	2.67	10.67	80.00	213.60
								<b>Site #41 Sub Total (\$)</b>		113.60
<b>Site #43</b>	182	Rem & Repl Pavement 9" Thick Asph	SY	5.00	0.00	5.00	1.50	6.50	80.00	120.00
								<b>Site #43 Sub Total (\$)</b>		120.00
<b>Site #44</b>	186	Rem & Repl Pavement 9" Thick Asph	SY	5.00	0.00	5.00	-1.70	3.30	80.00	-136.00
								<b>Site #44 Sub Total (\$)</b>		-136.00
<b>Site #45</b>	189	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	2.00	17.00	50.00	100.00
	190	Rem & Repl Pavement 9" Thick Asph	SY	4.00	0.00	4.00	1.00	5.00	80.00	80.00
<b>Site #46</b>								<b>Site #45 Sub Total (\$)</b>		180.00
	192	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	-15.00	0.00	50.00	-750.00
	193	Rem & Repl Pavement 9" Thick Asph	SY	6.00	0.00	6.00	-6.00	0.00	80.00	-480.00
	194	Rem & Repl Casting - Inlet	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
	195	Repair Inlet	EA	1.00	0.00	1.00	-1.00	0.00	4,500.00	-4,500.00
								<b>Site #46 Sub Total (\$)</b>		-6,230.00
<b>Site \$47</b>	196	Rem & Repl Curb & Gutter	LF	17.00	0.00	17.00	16.00	33.00	50.00	800.00
	197	Rem & Repl Pavement 9" Thick Asph	SY	4.00	0.00	4.00	3.00	7.00	80.00	240.00
<b>Site #48</b>								<b>Site \$47 Sub Total (\$)</b>		1,040.00
	199	Rem & Repl Curb & Gutter	LF	20.00	0.00	20.00	4.00	24.00	50.00	200.00
<b>Site #49</b>								<b>Site #48 Sub Total (\$)</b>		200.00
	202	Rem & Repl Curb & Gutter	LF	12.00	0.00	12.00	3.00	15.00	50.00	150.00
	203	Rem & Repl Pavement 9" Thick Asph	SY	3.00	0.00	3.00	0.50	3.50	80.00	40.00
	204	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	6.00	0.00	6.00	-3.00	3.00	80.00	-240.00
								<b>Site #49 Sub Total (\$)</b>		-50.00



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

<b>Site #50</b>	207	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	8.00	0.00	8.00	1.00	9.00	80.00	80.00
<b>Site #53</b>	219	Rem & Repl Curb & Gutter	LF	12.00	0.00	12.00	-3.00	9.00	50.00	-150.00
<b>Site #54</b>	222	Rem & Repl Curb & Gutter	LF	15.00	0.00	15.00	-3.00	12.00	50.00	-150.00
<b>Site #55</b>	225	Rem & Repl Curb & Gutter	LF	12.00	0.00	12.00	5.00	17.00	50.00	250.00
	226	Rem & Repl Pavement 9" Thick Asph	SY	3.00	0.00	3.00	2.70	5.70	80.00	216.00
<b>Site #56</b>	229	Rem & Repl Pavement 9" Thick Asph	SY	7.00	0.00	7.00	-2.00	5.00	80.00	-160.00
<b>Site #57</b>	233	Rem & Repl Pavement 9" Thick Asph	SY	3.00	0.00	3.00	-0.30	2.70	80.00	-24.00
<b>Site #50 Sub Total (\$)</b>									80.00	80.00
<b>Site #53 Sub Total (\$)</b>									50.00	-150.00
<b>Site #54 Sub Total (\$)</b>									50.00	-150.00
<b>Site #55 Sub Total (\$)</b>									50.00	250.00
<b>Site #56 Sub Total (\$)</b>									80.00	-160.00
<b>Site #57 Sub Total (\$)</b>									80.00	-24.00

**Summary****Source Of Funding**

<b>Net Amount Change Order # 3 (\$)</b>	-31,532.20
<b>Previous Change Orders (\$)</b>	15,125.00
<b>Original Contract Amount (\$)</b>	374,720.00
<b>Total Contract Amount (\$)</b>	358,312.80

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

**CONTRACT TIME**

<b>Current Completion Date</b>	09/09/2016	<b>Additional Days</b>	0.00	<b>New Completion Date</b>	09/09/2016
<b>Description</b>					



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED

For Contractor

Title

8-10-17

Cheryl Binswanger  
Office Mgr

APPROVED DATE

Department Head

Mayor

Attest

8/23/17

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-B1 Type: Change Order #1

Location: 19<sup>th</sup> Ave N, 45<sup>th</sup> St – I-29 Hearing: 8/21/2017

<u>Routing</u>	<u>Date</u>
City Commission	8/28/2017
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Jason Leonard, Project Manager, for Change Order #1 in the amount of \$76,991.99 bringing the total contract amount to \$6,682,441.60.

Staff is recommending approval of Change Order #1.

On a motion by Steve Sprague, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #1.

RECOMMENDED MOTION

Approve Change Order #1 in the amount of \$76,991.99 to Master Construction Co., Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal Fund-HMGP, WW Sales Tax, Special Assessments

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

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


COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 Division Engineer



# Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Project Engineer *JL*  
**Date:** August 16, 2017  
**Re:** Improvement District #BN-17-B1 – Change Order # 1

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**Background:**

Improvement District #BN-17-B1 is for the new construction of underground utilities, concrete paving, site grading, street lights and incidentals on 19<sup>th</sup> Avenue North from 45<sup>th</sup> Street North to the west I-29 on/off ramp and 45<sup>th</sup> Street from 16<sup>th</sup> Avenue North to 19<sup>th</sup> Avenue North. In addition, the sanitary sewer interceptor mains will have an overflow structure installed.

The attached Change Order # 1 includes all additional costs associated with the installation of underground utilities within Phases 1 & 3 of the Improvement District #BN-17-B1. An explanation of the changes are shown below:

1. In order to avoid an existing private utility along the north boulevard of 19<sup>th</sup> Ave N, the field storm sewer drain line of ST-19 to ST-19.4 required lowering. Structure ST-19 north invert was adjusted to accommodate the change at a lump sum cost of \$1,090.00.
2. The four storm sewer drain inlets north of 19<sup>th</sup> Ave N are outside the proposed line of flood protection and require isolation gate valves. The cost for the 4 additional 12-inch gate valves is \$16,000.
3. During the installation of the 16" water main east of 41<sup>st</sup> Street North, the exiting 16" water main connection elevation was greater than planned. In order to make the connection without adding additional fittings which will become maintenance issues in the future, the contractor dug back on the existing and proposed water mains to make the connection. The associated cost to complete this work is \$4,499.22.
4. During the installation of the 16" water main at the intersection of 43<sup>rd</sup> Street North the elevation of the existing 8-inch sanitary force main was in conflict with the proposed water main. Within this intersection there are multiple public and private utilities affecting the placement of the proposed utilities. The existing 8" sanitary force main will be abandoned at this location so it was determined that the best option was to place bends on the existing force main to allow room for the proposed 16" water main. The costs associated to complete this work is \$6,053.05.
5. The proposed fire hydrants needed additional adjustments to match the proposed ground. All costs associated with the hydrants extensions is \$6,174.72

All change order items mentioned above, totaling \$33,816.99, are 100% Special Assessed.

The Extra-Sanitary Sewer bid item in the West Side Sanitary Overflow folder for the amount of \$43,175.00 includes all costs associated to the Zebron Coating restoration of the exiting sanitary interceptor vortex manhole structure at the southeast intersection of 19th Avenue North and 45th Street North. During the connection to the 60 inch sanitary interceptor line on the 19th Avenue North project is when City Staff saw the existing condition and made the decision to rehabilitate the existing vortex structure. The current condition of the existing vortex structure is deteriorating fast due to hydrogen sulfide acid corrosion. The scope of the work is to remove the existing manhole coating prior to concrete rehabilitation. The Contractor will coat the structure with 150 mils of Zebron. Innovative Foundations Supportwork's includes a 15-year warranty with this proposal.

The Zebron vortex manhole coating cost will be paid through the wastewater sales tax 455 fund.

**Recommended Motion:**

Approve Change Order # 1 in the amount of \$76,992.00; \$33,817 to be special assessed and \$43,175 to be wastewater sales tax funds.

JTL/klo  
Attachment

C: Brenda Derrig



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

<b>Improvement District No</b>	BN-17-B1	<b>Change Order No</b>	1
<b>Project Name</b>	Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Paving, Street Lighting & Incid		
<b>Date Entered</b>	8/14/2017	<b>For</b>	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:** Phase 1 Project Change Order

Lower north invert on ST-19 to get under existing utilities.  
Placed 4 - 12 inch gate valves to isolate storm water inlet manholes north of the north BLVD line of protection levee.  
Dug back on new 16 inch water main to tie into the existing water main elevation just west of 41st Street South.  
Lowered existing 8 inch sanitary force main to miss the new 16 inch water main near the intersection of 43rd Street North.  
Additional Hydrant Extensions to match into the proposed ground elevation.

The Extra-Sanitary Sewer bid item in the West Side Sanitary Overflow folder for the amount of \$43,175.00 includes all costs associated to the Zebulon Coating restoration of the existing sanitary interceptor vortex manhole structure at the southeast intersection of 19th Avenue North and 45th Street North. During the connection to the 60 inch sanitary interceptor line on the 19th Avenue North project is when City Staff saw the existing condition and made the decision to rehabilitate the existing vortex structure. The current condition of the existing vortex structure is deteriorating fast due to hydrogen sulfide acid corrosion. The scope of the work is to remove the existing manhole coating prior to concrete rehabilitation. The Contractor will coat the structure with 150 mils of Zebulon. Innovative Foundations Supportwork's includes a 15-year warranty with this proposal.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Water Main	165	F&I Hydrant Ext. 36" High	EA	0.00	0.00	0.00	0.00	4.00	1,543.68	6,174.72
	167	Extra - WaterMains	LS	0.00	0.00	0.00	0.00	1.00	4,499.22	4,499.22
<b>Water Main Sub Total (\$)</b>										10,673.94
Sanitary Sewer	166	Extra - SanitarySewer	LS	0.00	0.00	0.00	0.00	1.00	6,053.05	6,053.05
	<b>Sanitary Sewer Sub Total (\$)</b>									6,053.05
Storm Sewer	168	F&I Gate Valve 12" Dia	EA	0.00	0.00	0.00	0.00	4.00	4,000.00	16,000.00
	169	Extra - StormSewers	LS	0.00	0.00	0.00	0.00	1.00	1,090.00	1,090.00
<b>Storm Sewer Sub Total (\$)</b>										17,090.00
West Side Sanitary Overflow	170	Extra - SanitarySewer	LS	0.00	0.00	0.00	0.00	1.00	43,175.00	43,175.00
	<b>West Side Sanitary Overflow Sub Total (\$)</b>									43,175.00



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Summary

Sales Tax Funds - Wastewater - 455, Special Assessments

Net Amount Change Order # 1 (\$)	76,991.99
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	6,605,449.60
Total Contract Amount (\$)	6,682,441.59

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
11/01/2017	0.00	11/01/2017

Description

APPROVED

APPROVED DATE

For Contractor

Title

Department Head

Mayor

Attest

*[Signature]*

*[Signature]*

ESTIMATOR



# INNOVATIVE FOUNDATION SUPPORTWORKS

**Innovative Foundation Supportworks**  
 "A Service Disabled Veteran Owned Small Business"  
 1100 Holstein Dr. NE Pine City, MN 55063  
 Contact: Bill Jordan  
 Cell: 701-404-0043  
 Fax: 320-629-3950  
 www.innovativefoundationsupportworks.com

## SUBMITTED TO:

City of Fargo

Jason Leonard

null

Email: jleonard@cityoffargo.com

## BID SUMMARY

**Project Name:** Vortex Manhole Coating

**Project Location:** 19th Ave and 45th Street North Fargo, ND 58102

**Bid Date:** June 23, 2017

## BID AMOUNT

**\$38,500.00**

## SCOPE OF WORK

This bid submittal includes all labor, materials, equipment and site supervision required to install Zebron as specified for the above referenced project. Proposal is based on site observations made by Bill Jordan and Rob Stenehjem of Innovative Foundation Supportworks. Innovative crew members will remove the existing coating prior to concrete rehabilitation. Innovative will coat the concrete structure with 150 mils of Zebron.

We anticipate this work will be done over 7 nights from the hours of 9pm to 6am. Once work begins we will be able to better estimate the amount of time needed. If the gases in the manhole cannot be reduced to safe levels, the work will not be done. The concrete lid will be removed by others to allow access and ventilation to the manhole.

Due to the large amounts of rehabilitation necessary for this project, Innovative intends to do the rehabilitation on a 'Time and Material' basis, this cost will be \$500 per hour based on a 3 man crew. If the work is done in 4 days, at 9 hours a day, the rehabilitation will cost: \$18,000. The coating will be done for a cost of: \$20,500.00.

## PRODUCTS

### Zebron

(820) Sq Feet, Zebron

(36) Hours, Concrete, Manhole Rehabilitation

## INSTALLATION

### Zebron

- Wash area with 5000 PSI water blaster to insure substrate is in clean, sound condition.
- Rehab concrete as is necessary. Use foam stop or chemical grout to control water infiltration at an additional cost.
- Prime all concrete with 3-5 mils of Zebron prime coat.
- Spray Zebron, the original, proven, 100% solids polyurethane to desired thickness (150 mils). Crews will be using proper protective clothing as well as respirators to limit exposure, although Zebron has NO VOC.
- Spark test with 15000 volts to insure no pinholes or imperfections in the coating exist. Fix any pinholes or imperfections following the manufacturers standards and in line with standard operations.



**Innovative Foundation Supportworks**  
 "A Service Disabled Veteran Owned Small Business"  
 1100 Holstein Dr. NE Pine City, MN 55063  
 Contact: Bill Jordan  
 Cell: 701-404-0043  
 Fax: 320-629-3950  
 www.innovativefoundationsupportworks.com

**SUBMITTED TO:**

City of Fargo

Jason Leonard

null

Email: jleonard@cityoffargo.com

**BID SUMMARY**

**Project Name:** Vortex Manhole Coating

**Project Location:** 19th Ave and 45th Street North Fargo, ND 58102

**Bid Date:** June 23, 2017

**BID AMOUNT**

**\$38,500.00**

**QUALIFICATIONS**

**Zebtron**

- Crews on site will be led by trained and certified Zebtron installers only. Product has highly specific application techniques that must be adhered to at all times.
- Innovative Foundation Supportworks will mobilize a dedicated truck capable of spraying this two-part polyurethane, at a specific mix rate of 3-1, per the MSDS/Tech Data provided on Zebtron 386 with 9000 series activator.
- The city will provide a vac truck for use while Innovative is on site.
- The 4 walls of the 10' x 10' x 18' deep manhole will be coated. The ceiling will also be coated. Innovative will coat as far down the walls as possible. The water level at the base of the manhole will be the determinate for the coating extent.
- This proposal includes a 15 year warranty on the Zebtron coating. This warranty covers any disbondment, pinholes, leakage or seepage that may occur where the Zebtron coating is applied. This warranty does not cover the integrity of the structure being coated.

**Other Qualifications**

- The owners representative is responsible for providing proper access for Innovative Foundation Supportworks "A Service Disabled Veteran Owned Small Business"'s installation equipment.
- If Innovative Foundation Supportworks "A Service Disabled Veteran Owned Small Business" should encounter impassible unforeseen obstructions during rehabilitation or coating, we will contact the owner to discuss the best alternative installation procedure.
- This bid includes one mobilization to the work site. Additional mobilizations will cost an additional \$500.00 per trip.
- Background checks would result in an additional charge.
- Innovative Foundation Supportworks retains ownership of all product until payment is received.
- Innovative Foundation Supportworks is not responsible for coordinating or scheduling any required inspections. That is the responsibility of the General Contractor.
- If, after water blasting, the concrete is not able to be coated due to structural instability, Innovative will only charge for the work that was completed. The coating will not be applied.
- The concrete lid will be removed by others before the arrival of Innovative on site. This will allow the necessary access and allow better ventilation.



Innovative Foundation Supportworks  
 "A Service Disabled Veteran Owned Small Business"  
 1100 Holstein Dr. NE Pine City, MN 55063  
 Contact: Bill Jordan  
 Cell: 701-404-0043  
 Fax: 320-629-3950  
 www.innovativefoundationsupportworks.com

**SUBMITTED TO:**

City of Fargo

null

Jason Leonard

Email: jleonard@cityoffargo.com

**BID SUMMARY**

**Project Name:** Vortex Manhole Coating

**Project Location:** 19th Ave and 45th Street North Fargo, ND 58102

**Bid Date:** June 23, 2017

**BID AMOUNT**

**\$38,500.00**

**EXCLUSIONS**

- Damage to underground utilities or mechanical and electrical ductwork/conduits.
- Any excavation and/or disposal of excavated materials.
- Purchase, placement, and compaction of fill soils.
- Lighting necessary to provide crew visibility during installation.
- Additional insurance coverage beyond Innovative Foundation Supportworks, Inc.'s standard coverage.
- Bonding. If required, please add 2% to contract amount.
- Structural or cosmetic damages due to the installation process.
- Providing traffic control services (if applicable).

Innovative Foundation Supportworks  
 "A Service Disabled Veteran Owned Small Business"

SIGNATURE: William Jordan

DATE: 6/23/2017

Acceptance of Proposal - The prices proposed, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. We jointly and severally agree to pay you upon completion of the job, and will further pay your service charge of 1-1/3% per month (16% annum) if our account is 30 or more days past due, and your attorney's fees and costs to collect or enforce this contract. \*\*My signature indicates that I accept the terms of this Proposal.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Jason Leonard**

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**From:** Scott Ahlf <scotteahlf@gmail.com>  
**Sent:** Wednesday, July 19, 2017 5:08 AM  
**To:** Jason Leonard  
**Cc:** Jake Antony  
**Subject:** Re: FW: Vortex Manhole Coating Proposal  
**Attachments:** image001.jpg

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

Jason,

Let's add this one to the change order also if you wouldn't mind? Add our administrative fees and \$750.00 to remove and reset the lid. Let me know if this works please?

Thanks,

Scott

On Mon, Jul 3, 2017 at 8:40 AM Jason Leonard <[JLeonard@fargond.gov](mailto:JLeonard@fargond.gov)> wrote:

Scott,

Attached is the quote we got to coat that vortex structure. We will process a change order thru Improvement District BN-17-B1.

Thank You

Jason Leonard

Civil Engineer II

City of Fargo - Engineering Department

Office: (701)241-1555

Cell: (701)730-6680

[jleonard@cityoffargo.com](mailto:jleonard@cityoffargo.com)

**From:** Bill Jordan [mailto:bill@innovativefsww.com]  
**Sent:** Friday, June 23, 2017 3:13 PM  
**To:** Jason Leonard <JLeonard@FargoND.gov>  
**Cc:** Wayne Offerdahl <WOfferdahl@FargoND.gov>  
**Subject:** Vortex Manhole Coating Proposal

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

Good afternoon Jason,

Please see attached for your quote to coat the vortex manhole on 19<sup>th</sup> Avenue North as discussed on site and on the phone with you last week. Please feel free to contact me with any questions you may have.

Thank you for this opportunity to quote your coating needs,

Bill Jordan

Innovative Foundation Support Works

1330 41<sup>st</sup> Street North

Fargo, ND 58102

701-404-0043 cell

[www.innovativefsww.com](http://www.innovativefsww.com)

Scott E. Ahlf



1572 45th St. N  
Fargo, ND 58102  
Ph: [701.237.4950](tel:701.237.4950)  
Fx: [701.237.5027](tel:701.237.5027)

Cell: [701.361-9764](tel:701.361-9764)

29

August 23, 2017

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BN-17-H1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, August 23, 2017, for Sanitary Sewer, Water Main, Storm Sewer, Asphalt Pavement, Concrete Curb & Gutter, Street Lighting & Incidentals, Improvement District No. BN-17-H1, located at Cottagewood Third Addition

The bids were as follows:

Fox Underground, Inc.	\$ 677,199.75
Sellin Brothers, Inc.	\$ 768,087.22
Ryan Contracting	\$ 773,893.30
R L Larson Excavating, Inc.	\$ 793,113.70
BEK Consulting, LLC	\$ 837,989.80
Quam Construction Company, Inc.	\$ 908,838.92
Geo. E. Haggart, Inc.	\$ 976,243.90
Dakota Underground Co., Inc.	\$1,131,881.50
Engineer's Estimate	\$1,071,100.50

The special assessment escrow is in order.

This office recommends award of the contract to Fox Underground, Inc. in the amount of \$677,199.75 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs  
Division Engineer

TAK/jmg

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BN-17-H1****Sanitary Sewer, Water Main, Storm Sewer, Asphalt Pavement,  
Concrete Curb & Gutter, Street Lighting &****Cottagewood Third Addition**

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and  
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Sanitary Sewer, Water Main, Storm Sewer, Asphalt Pavement, Concrete Curb & Gutter, Street Lighting & Improvement District # BN-17-H1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Sanitary Sewer</b>				
1 F&I Manhole 4' Dia Reinf Conc	EA	6.00	3,000.00	18,000.00
2 Plug Pipe 8" Dia	EA	5.00	60.00	300.00
3 Connect Pipe to Exist Structure	EA	1.00	500.00	500.00
4 Bore Pipe SDR 26 - 8" Dia PVC	LF	40.00	55.00	2,200.00
5 F&I Pipe SDR 26 - 8" Dia PVC	LF	1,189.00	22.00	26,158.00
6 F&I Pipe SDR 26 - 6" Dia PVC	LF	1,755.00	18.00	31,590.00
<b>Sanitary Sewer Total</b>				<b>78,748.00</b>
<b>Water Main</b>				
7 F&I Fittings Ductile Iron	LB	2,480.00	2.00	4,960.00
8 F&I Hydrant	EA	3.00	3,700.00	11,100.00
9 F&I Insulation 2" Thick	SY	7.00	18.00	126.00
10 Bore Pipe C900 DR 18 - 8" Dia PVC	LF	65.00	52.00	3,380.00
11 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	38.00	18.00	684.00
12 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	1,090.00	20.00	21,800.00
13 F&I Tapping Sleeve & Valve 12"x8"	EA	1.00	2,500.00	2,500.00
14 F&I Tapping Sleeve & Valve 20"x8"	EA	1.00	3,200.00	3,200.00
15 F&I Gate Valve 6" Dia	EA	3.00	1,000.00	3,000.00
16 F&I Gate Valve 8" Dia	EA	1.00	1,300.00	1,300.00
17 Connect Water Service	EA	91.00	375.00	34,125.00
18 F&I Pipe 1" Dia Copper	LF	4,442.00	13.00	57,746.00
<b>Water Main Total</b>				<b>143,921.00</b>
<b>Storm Sewer</b>				
19 Plug Pipe 4" thru 12" Dia	EA	11.00	75.00	825.00
20 F&I Manhole 4' Dia Reinf Conc	EA	8.00	1,400.00	11,200.00
21 F&I Manhole 5' Dia Reinf Conc	EA	3.00	2,200.00	6,600.00
22 F&I Manhole 6' Dia Reinf Conc	EA	2.00	2,800.00	5,600.00
23 F&I Manhole 7' Dia Reinf Conc	EA	1.00	4,000.00	4,000.00
24 F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	2.00	2,300.00	4,600.00
25 F&I Inlet - Single Box (SBI) Reinf Conc	EA	6.00	1,400.00	8,400.00
26 F&I Pipe 12" Dia Reinf Conc	LF	322.00	17.00	5,474.00
27 F&I Pipe 15" Dia Reinf Conc	LF	82.00	20.00	1,640.00
28 F&I Pipe 18" Dia Reinf Conc	LF	82.00	22.00	1,804.00
29 F&I Pipe 24" Dia Reinf Conc	LF	384.00	26.00	9,984.00
30 F&I Pipe 36" Dia Reinf Conc	LF	613.00	68.00	41,684.00
31 F&I Pipe w/GB 12" Dia Reinf Conc	LF	128.00	34.00	4,352.00
32 F&I Pipe w/GB 15" Dia Reinf Conc	LF	64.00	34.00	2,176.00
33 F&I Pipe w/GB 18" Dia Reinf Conc	LF	32.00	38.00	1,216.00
34 F&I Pipe w/GB 36" Dia Reinf Conc	LF	32.00	80.00	2,560.00
35 F&I Flared End Section 36" Dia Reinf Conc	EA	1.00	1,100.00	1,100.00

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BN-17-H1****Sanitary Sewer, Water Main, Storm Sewer, Asphalt Pavement,  
Concrete Curb & Gutter, Street Lighting &**

36 F&I Pipe SDR 26 - 8" Dia PVC	LF	32.00	20.00	640.00
37 Connect Pipe to Exist Structure	EA	1.00	200.00	200.00
<b>Storm Sewer Total</b>				<b>114,055.00</b>
<b>Paving</b>				
38 Topsoil - Strip	LS	1.00	15,000.00	15,000.00
39 Topsoil - Spread	LS	1.00	14,000.00	14,000.00
40 Fill - Contractor Supply	CY	1,502.00	9.00	13,518.00
41 Excavation	CY	1,177.00	4.00	4,708.00
42 Subcut	CY	1,454.00	4.50	6,543.00
43 Subgrade Preparation	SY	4,362.00	1.25	5,452.50
44 F&I Woven Geotextile	SY	4,362.00	2.00	8,724.00
45 F&I Class 5 Agg - 8" Thick	SY	4,362.00	7.00	30,534.00
46 F&I Edge Drain 4" Dia PVC	LF	2,409.00	6.00	14,454.00
47 F&I Curb & Gutter Mountable (Type I)	LF	2,154.00	16.00	34,464.00
48 Remove Curb & Gutter	LF	360.00	7.00	2,520.00
49 F&I Valley Gutter Reinf Conc	SY	42.00	70.00	2,940.00
50 F&I Pavement 8" Thick Reinf Conc	SY	104.00	70.00	7,280.00
51 F&I Sidewalk 4" Thick Reinf Conc	SY	351.00	38.00	13,338.00
52 F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	100.00	2,000.00
53 F&I Det Warn Panels Cast Iron	SF	63.00	43.00	2,709.00
54 F&I Aggregate for Asph Pavement FAA 43	TON	1,121.00	39.00	43,719.00
55 F&I Asphalt Cement PG 58-34	GAL	16,125.00	3.00	48,375.00
56 Casting to Grade - Blvd	EA	14.00	325.00	4,550.00
57 Casting to Grade - no Conc	EA	12.00	375.00	4,500.00
58 GV Box to Grade - Blvd	EA	3.00	175.00	525.00
59 GV Box to Grade - no Conc	EA	2.00	225.00	450.00
60 Traffic Control - Minor	LS	1.00	1,900.00	1,900.00
61 F&I Sign Assembly	EA	8.00	55.00	440.00
62 F&I Engineering Grade	SF	16.00	18.00	288.00
63 F&I Diamond Grade Cubed	SF	24.40	25.00	610.00
64 Curb Stop Box to Grade	EA	91.00	25.00	2,275.00
65 F&I Curb & Gutter Standard (Type II)	LF	255.00	25.00	6,375.00
<b>Paving Total</b>				<b>292,191.50</b>
<b>Street Lighting</b>				
66 Trenching	LF	950.00	3.50	3,325.00
67 F&I Pull Box	EA	1.00	875.00	875.00
68 F&I Conductor #6 USE Cu	LF	3,300.00	1.50	4,950.00
69 F&I Innerduct 1.5" Dia	LF	950.00	2.00	1,900.00
70 F&I Luminaire Type A	EA	8.00	1,750.00	14,000.00
71 F&I Light Standard Type A	EA	8.00	1,500.00	12,000.00
72 Install Street Light	EA	1.00	375.00	375.00
73 Remove Street Light	EA	1.00	175.00	175.00
74 F&I Base 7' Deep Reinf Conc	EA	1.00	450.00	450.00
75 Remove Base	EA	1.00	460.00	460.00
<b>Street Lighting Total</b>				<b>38,510.00</b>
<b>Misc.</b>				
76 Mulching Type 2 - Straw	SY	8,760.00	0.20	1,752.00
77 Seeding Type B	SY	8,760.00	0.20	1,752.00
78 Stormwater Management	LS	1.00	1,500.00	1,500.00
79 Silt Fence - Heavy Duty	LF	223.00	1.75	390.25
80 Temp Construction Entrance	EA	2.00	1,200.00	2,400.00
81 Inlet Protection - New Inlet	EA	6.00	90.00	540.00





**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # BN-17-H1**

**Sanitary Sewer, Water Main, Storm Sewer, Asphalt Pavement,  
Concrete Curb & Gutter, Street Lighting &**

82 Inlet Protection - Existing Inlet	EA	16.00	90.00	1,440.00
			<b>Misc. Total</b>	9,774.25
			<b>Total Construction in \$</b>	<b>677,199.75</b>
		Engineering	7.00 %	47,403.98
		Legal & Misc	7.00 %	47,403.98
		Contingencies	10.00 %	67,719.98
		Administration	6.00 %	40,631.98
		Interest	4.00 %	27,087.99
		<b>Total Estimated Costs</b>		<b>907,447.66</b>
		Special Assessments		907,447.67
		<b>Unfunded Costs</b>		<b>-0.01</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 08/23/2017

Tom Knakmuhs

Division Engineer

