

FARGO CITY COMMISSION AGENDA
Monday, December 12, 2022 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, November 28, 2022).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Agreement with Walker Consultants to provide parking consulting services for the NP Avenue Parking Facility.
- 2. Denial of the Application for Abatement or Refund of Taxes #4536 for 51 Broadway North requesting a reduction in value for 2022 from \$14,665,100.00 down to \$7,332,550.00.
- 3. Denial of the Application for Abatement or Refund of Taxes #4537 for 42 5th Street North requesting a reduction in value for 2022 from \$217,000.00 down to \$108,000.00.
- 4. Denial of the Application for Abatement or Refund of Taxes #4538 for 300 Northern Pacific Avenue North, Unit C1 requesting a reduction in value for 2022 from \$4,125,700.00 down to \$2,062,850.00.
- 5. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Relating to Definitions, License-Qualifications, Licensed Premises-Requirements For and Licenses-Termination, Suspension, Revocation and Sanctions.
- 6. Applications for Games of Chance:
 - a. Knights of Columbus #11930 for a calendar raffle on 5/20/23.
 - b. Outdoor Adventure Foundation for a raffle and raffle board on 3/18/23.
 - c. North Central Bean Dealers Association for a raffle on 1/20/23.
- 7. Receive and file General Fund – Budget to Actual through November 2022 (unaudited).
- 8. Encroachment Agreement with Marcella M. Stack, Life Estate and Mark Stack for property located at 101 23rd Street South.
- 9. Negative Final Balancing Change Order No. 13 in the amount of -\$217,824.30 for Project No. FM-16-A1.
- 10. Negative Final Balancing Change Order No. 7 in the amount of -\$60,588.45 for Project No. FM-19-A3.

- Page 2. Change Order No. 3 in the amount of \$4,787.01 for Project No. FM-19-C1.
12. Final Balancing Change Order No. 5 in the amount of \$159,363.33 for Project No. FM-19-F1.
 13. Negative Final Balancing Change Order No. 2 in the amount of -\$10,378.00 for Project No. HD-22-A1.
 14. Negative Final Balancing Change Order No. 2 in the amount of -\$227.20 for Project No. SL-21-C1.
 15. Final Balancing Change Order No. 2 in the amount of \$23,622.00 for Project No. SR-22-A1.
 16. Negative Final Balancing Change Order No. 3 in the amount of -\$68,076.25 for Project No. SR-22-B1.
 17. Final Balancing Change Order No. 3 in the amount of \$30,783.00 for Project No. TM-22-A1.
 18. Change Order No. 3 in the amount of \$28,681.00 for Project No. TN-22-B1.
 19. Notice of Grant Award from the ND Department of Health and Human Services for PHEP –EPR Statewide Response Team (CFDA #93.069).
 20. Notice of Grant Award from the ND Department of Health and Human Services for PHEP – EPR All Hazards Allocation (CFDA #93.069).
 21. Notice of Grant Award from the ND Department of Health and Human Services for PHEP – City Readiness Initiative (CFDA #93.069).
 22. One-year contract extension with Vector Solutions (SSP17412).
 23. Bid award for the demolition of 714 12th Street North (RFP22111).
 24. Direct the City Attorney to amend the Findings of Fact, Conclusions and Order for property located at 509 21st Street North.
 25. Acceptance of a grant from the Awesome Foundation.
 26. Development Agreement with Beyond Shelter, Inc.
 27. 2023 parking rate increases, as proposed by Interstate Parking.
 28. Grant Award and Acceptance from the Office of Attorney General for the Project Safe Neighborhoods Grant Program (CFDA #16.609).
 29. Application for Appropriation from Civil Asset Forfeiture Funds in the amount of \$137,695.00 to purchase the Doron Precision System, 550LEplus driving simulation system.
 30. Bid award for articulated wheel loader (RFP23016).
 31. Bid award for the purchase of one crawler dozer (RFP23018).
 32. Bid award for the purchase of one crawler dozer (RFP23019).

34. Sole Source Procurement for vendor specific parts and service with the following:
 - a. New Flyer in the amount of \$230,000.00 (SSP23021).
 - b. Cummins NP in the amount of \$175,000.00 (SSP23022).
 - c. Nardini Fire Protection in the amount of \$50,000.00 (SSP23023).
35. Proposed route changes for the Transit Department effective 1/9/23.
36. Resolutions prescribing rates and charges for Water, Water Reclamation and Solid Waste Utility services for the 2023 calendar year.
37. Contract and bond for Project Nos. FM-21-A2 and WA2152.
38. Bills.
39. Change Order No. 7 in the amount of \$55,280.00 for Improvement District No. BN-21-H1.
40. Change Order No. 3 in the amount of \$8,746.45 for Improvement District No. BN-21-L1.
41. Change Order No. 4 in the amount of \$31,694.20 for Improvement District No. BN-22-A1.
42. Final Balancing Change Order No. 2 in the amount of \$23,378.52 for Improvement District No. BN-22-B1.
43. Final Balancing Change Order No. 1 in the amount of \$16,385.55 for Improvement District No. BN-22-J1.
44. Negative Final Balancing Change Order No. 4 in the amount of -\$10,652.76 for Improvement District No. BN-22-K1.
45. Change Order No. 1 for a time extension to the substantial completion date of 36 days from the start date, but no later than 6/30/23 and final completion date of 30 days after the substantial completion date for Improvement District No. BN-22-L1.
46. Change Order No. 5 in the amount of \$5,627.60 and time extension to the substantial and final completion dates to 10/23/22 and 11/22/22 for Improvement District No. BR-21-C1.
47. Negative Final Balancing Change Order No. 3 in the amount of -\$11,049.11 for Improvement District No. BR-22-F1.
48. Negative Final Balancing Change Order No. 4 in the amount of -\$30,537.34 for Improvement District No. FP-19-A2.
49. Final Balancing Change Order No. 3 in the amount of \$0.00 for Improvement District No. FP-19-A3.
50. Negative Final Balancing Change Order No. 2 in the amount of -\$626,665.03 for Improvement District No. PR-22-C1.
51. Negative Final Balancing Change Order No. 3 in the amount of -\$5,883.40 for Improvement District No. PR-22-G1.

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52. Negative Final Balancing Change Order No. 2 in the amount of -\$16,260.98 for Improvement District No. UN-22-M1.
 53. Memorandum of Offer to Landowner for an Easement (Temporary Construction Easement) and Permanent Easement (Street and Utility) with 502 7th Street North, LLC in association with Improvement District No. BR-23-C1.
 54. Temporary Access Easement with Heritage Condominium, Inc. in association with Improvement District No. BR-23-C1.
 55. Create Improvement District No. BR-23-E.
 56. Bid awards for the following Improvement Districts:
 - a. No. BN-23-A1.
 - b. No. BR-23-C1.

REGULAR AGENDA:

57. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**
58. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
 - a. Text Amendment to amend Sections 20-0401, 20-0402, 20-0403 and 20-1202 of the Fargo Municipal Code (Land Development Code) relating to definitions, regulations, use standards, nonconformities and references regarding adult entertainment centers and adult establishments.
 1. 1st reading of an Ordinance Relating to Adult Entertainment Centers and Adult Establishments.
59. Proclamation in Remembrance of the Ukrainian Famine-Genocide.
 - a. Anastassiya Andrianova would like to recognize the Remembrance of the Ukrainian Famine-Genocide.
60. Presentation on the 2023 Legislative Priorities.
61. Recommendation to approve the 2023 Capital Improvement Plan, the 2024 Street/Utility Replacements Projects and the updated Infrastructure Funding Policy.
62. Recommendation to Adopt the Resolution Authorizing the Issuance of \$57.06 million of Refunding Improvement Bonds, Series 2023A.
63. Recommendation from the Human Rights Commission to remove the word "intent" from Ordinance No. 10-0322 – Harassment.
64. Liaison Commissioner Assignment Updates.


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

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

①

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: December 7, 2022

SUBJECT: NP Avenue Parking Garage – Parking Consultant

The City of Fargo needs to hire an engineering consultant with expertise in parking facilities to assist the City in monitoring the development of the proposed NP Avenue Parking Garage. Fargo has used a parking consultant with three other public private partnerships in the Downtown. The work includes review of the design, review of the construction plans and construction administration.

I requested proposals from three engineering firms with experience with parking facilities and two proposals were submitted.

I am recommending the City accept the proposal from Walker Consultants as it best meets the needs of the City for this project. The proposal demonstrates a very good understanding of the services Fargo needs for the project. Walker Consultants has experience with two similar projects in Fargo and has provided excellent service on those two projects. The proposal is for a fixed cost and is phased to the different parts of the project.

The first phase will be design review, construction document review and insurance at a cost of \$14,500. When the project proceeds to construction, the construction administration cost will be \$38,500. The agreement is attached.

Recommended Motion

Approve an agreement with Walker Consultants to provide professional parking consulting and engineering services for the NP Avenue Parking Garage and mixed use project.



1660 S. Highway 100, Suite 545
Minneapolis, MN 55416
952.595.9116

November 29, 2022

Mr. James Gilmour
City of Fargo
Strategic Planning Director
225 4th Street North
Fargo, ND 58102

Re: *Proposal for Parking Consulting Services
NP Avenue Parking Facility
Fargo, North Dakota*

Dear Mr. Gilmour:

We are pleased to submit this proposal to provide professional parking consulting and engineering services to the City of Fargo (City) for the parking facility portion of the proposed NP Avenue Mixed-use project. This proposal includes our understanding of the project, the proposed scope of services to be provided by Walker Consultants (Walker), a schedule for the work, and establishes professional fees for services.

Project Understanding

The project is a mixed-use development located on the existing surface lot at 602-636 NP Avenue comprised of the new Fargo-Moorhead Community Theater, 145 apartments and 450-490 stall parking garage. The development shall provide parking capacity support for the greater downtown. We understand a development agreement is anticipated between the City of Fargo and Great Plains NP Holdings LLC created by local developer Kilbourne Group. The existing surface lot site is bounded by NP Avenue to the north, 8th Street to the west, and the alley behind the Herbst building to the east. The Northern Pacific Railway tracks act as a hard development boundary to the south. The parking facility is anticipated to be approximately 6 levels (5 supported) providing parking for a diverse user group including theatre patrons, residents, permit holders and public/transient parkers. Other uses in the project may include some commercial space located at the grade level adjacent to N Broadway Drive and NP Avenue North. The primary vehicular access to the project shall be from NP Avenue with a service road ringing the development and connected to 8th Street and Herbst building alley.

We understand that the City would own the parking facility and a private developer/others will own the other components of the development. Walker will provide professional parking consulting services to the City and serve as Owner's representative as it relates to parking garage procurement. We understand that the Developer driven group will perform as the lead design professionals of record for the project, and Walker will provide garage parking consulting and engineering design review services for the development on behalf of the City of Fargo.



Scope of Services

Walker consultants can provide full-service Parking Consulting services including structural, functional, operations, parking technology and financial services. Our proposed scope of services in response to the City of Fargo RFP may be independently selected, by checking the scope boxes, summing selected fee costs. The proposed individual scope of services is described in the following.

Walker proposes to provide parking functional design review, garage structural engineering & durability review and Owner's representative during construction administration. Schematic Design parking functional review services include confirming developers design intent to provide adequate parking functional access, parking area geometry, striping, accessibility, and parking access and revenue control accommodation. Walker shall also review 50% Construction Document garage superstructure materials selection and application for adequate durability and serviceability. 50% Construction Document review will additionally confirm planned parking operations, proof of PARCS concept, parking area accessibility review, and applicable garage occupancy building code requirements are met.

For Construction Administration scope Walker proposes limited site observations as required to confirm compliance with construction documents, standard industry practices and verification of developer of construction completion for verification and recommendations for payment for construction pay application.

As a representative for the project, Walker's role will focus on assuring value and quality of the project in support of the City of Fargo goals. Walker will accomplish this through coordination with the developer's design team via design reviews, providing parking functional, structural, and operational inputs to further the design from a garage owners perspective. During construction, Walker's role will be to review the installed construction, confirm industry standard means and methods are implemented, document completed construction meets construction document requirement and verify quantity of acceptable in-place work, or identify non-compliance and make recommendation for pay application approvals. This work shall reasonably assure the City will receive a well-functioning, high value parking facility meeting typical standards for the building type.

We understand others are contracted to focus on the development agreement, legal matters, project financial strategy, and assure the City's interests are represented within the project's Ownership Group.

General

1. Walker will serve as the City's representative with a focus on protecting the City's interests for design and construction of the parking facility.
2. Provide project oversight for garage design and procurement, coordinating with the City of Fargo departments (Planning & Development, Facilities Management and Building Department) as required.
3. Walker will attend Owner meetings as required to communicate project findings. Include (3) meetings provided during course of project duration, typically coordinated with site observation. Start-up, mid construction, and punch list meeting.

The Walker Consultants proposed Scope of Services are described as follows:



I. Schematic Design Review

1. Meet with representatives of the City and other appropriate parties to confirm the project requirements, budget, and overall schedule.
2. Working with Owner and Architect, confirm project programmatic requirements of the parking facility.
3. Review the parking functional design for the parking structure identifying the following:
 - a. Internal vehicular circulation efficiency (square feet per car)
 - b. Overall footprint dimensions
 - c. Location of entrances and exits
 - d. Gating and parking equipment requirements
 - e. Provisions for pedestrian walkway connections
4. Suggest preliminary allocation of parking user groups (public, permit, residential, office, etc.)
5. Assist with code review to determine parking facility requirements.
6. Review preliminary striping for the parking facility, in accordance with Federal, City of Fargo, and State of North Dakota requirements.
7. Assist with determining the floor elevation, number and location of stairs and elevators.
8. Review active and passive security features, and in conjunction with the City, review the desired level of security to be included in the parking facility.
9. Describe minimum standards, acceptable materials, and acceptable manufacturers for critical structural and waterproofing components.
10. Suggest drainage requirements and floor drain locations. Walker to assist establishment of floor drainage strategies within parking facility as requested.
11. Suggest lighting design criteria (illuminance and uniformity) for parking areas, entry/exit areas, and pedestrian areas for safety/security and operational requirements.
12. Review typical code-required fire protection system(s) for the parking structure.
13. Participate in one design review meeting with Developer's architects.
14. Review schematic drawings providing a letter report of our functional design review comments with suggested corrective actions.
15. Review construction cost estimate for the parking facility portion of the project.

II. 50% Construction Document Review

1. Attend design meetings as requested by the City and Developer's Architects, providing advice as to issues of importance to City, including but not limited to, parking facility design, primary function and serviceability issues pertaining to the parking facility.
2. Review design drawings and specifications at 50% CD's completion for conformance with design development documents and project goals.
3. Review parking functional plans for the selected option confirming:
 - a. Vehicular and pedestrian circulation in the parking areas.
 - b. Parking layout including bay sizes, parking stall size, turning radii, and ramp slopes.
 - c. Parking entry/exit lane layouts.



- d. Confirm parking area accessibility.
 - e. Review internal parking signage.
4. Review Construction Documents for functional and vehicular signage/ wayfinding components of the parking facility, and stair towers prepared by Developer's architects.
 5. Review Architect's parking drainage design to confirm positive drainage and review patron comfort.
 6. Review technical specifications for Divisions 03 (concrete), 07 (waterproofing systems) 09 (paint), 10 (signage), & 11 (parking equipment) related to structural durability and parking functional design.
 7. Assist with parking accessible design layouts.
 8. Provide 50% Construction Document design review comments in written letter report.
 9. Review cost alternatives with Developer's architects and the City.

III. Construction Administration

We have budgeted time commensurate with expected observation and review of the project during construction as follows:

1. Provide job site observations to observe the work and conformance with construction documents. Job site visits will be at intervals appropriate to the stage of construction, anticipated to be monthly during construction activity for pay application verification.
2. Garage site observation shall begin during foundation construction and be complete at substantial completion. Garage site observations (10) thus total including owner meetings and punch list review shall be provided.
3. Provide Garage and site observation written summary reports. Reports to identify project work completion percentage estimate, notation of work in progress, work completed, and work not in general conformance with plans and specifications.
4. Field questions of City staff pertaining to the garage or garage operations, and respond to questions.
5. Review Architect/Engineer's punch list at substantial completion and provide recommendations to City staff for additional corrective action as appropriate.
6. Conduct a final punch list at substantial completion of parking related project work and prepare a final statement of review completion and note any warranty items requiring remedy not listed by design team or contractor.
7. Provide professional liability insurance commensurate with selected scope. Current insurance baseline is as described in the attached General Conditions. If insurance Standard of Care is not selected as a requested service, professional liability insurance will be \$10,000, or the total professional services fee, whichever is greater.

Work not in Scope

Walker will not provide any construction document plans for the garage.

Schedule

We understand that project will be designed in 2022 -2023 for possible construction completion 2025. Walker has professional personnel available to begin the project immediately and will have the ability to service the project



for the duration of the construction. Accordingly, we will work to a mutually agreed schedule accommodating project development as design progresses.

Professional Fee

We propose providing services as follows. The Schematic Design Review, 50% Construction Documents Review and Construction Administration services. Professional service shall include all expenses, and fees are proposed on a lump sum basis, per individual Phase/Task authorization. Any additional services requested by the City will be performed on an hourly basis at our standard hourly rates plus project-related expenses. Fees and expenses for each Phase/Task are identified in the below table:

Phase/Task	Proposed Fee	Client Task Authorization; Check as authorized
Schematic Design Functional Review	\$6,500.00	X
50% Construction Document Review	\$6,500.00	X
Construction Administration	\$35,800.00	
Standard of Care Insurance	\$1,500.00	X
Expenses (included)		
TOTAL FEE PROPOSED		

Reimbursable expenses are included in the fee and shall include the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses.

Walker is dedicated to providing our clients with engineering services that meet project requirements and deadlines. If you should have any additional questions, please do not hesitate to call, or email us.

Sincerely,

WALKER CONSULTANTS

Scott R. Froemming, PE

Vice President

Enclosures General Conditions of Agreement for Design Services
 Standard Billing Rates for Basic Services



Authorization

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

City of Fargo

Authorized Signature _____

Printed Name _____

Title _____

Date _____



General Conditions of Agreement for Design Services

Services

Walker Consultants ("Walker") will provide the Client professional services that are limited to the work described in the attached letter ("the services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the Client and are limited to and furnished solely for the specific use disclosed to us in writing by the Client. No third-party beneficiary is contemplated. All documents prepared or provided by Walker are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at Client's sole risk.

Payment for Services

Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses are included in the fee and will include the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, communications charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice. If for any reason the Client does not pay Walker within thirty (30) days of date of invoice, Walker may, at its option, suspend or withhold services. The Client agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice.

Standard of Care

Walker will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this agreement. Walker's liability caused by its acts, errors or omissions shall be limited to \$1,000,000.

Non-Solicitation Clause

The Client agrees that it will not directly or indirectly solicit for employment any Walker employee providing services on behalf of Client for a period of two years after the date of this agreement. Client agrees that a breach of this provision would have material and adverse impacts on Walker's business and Client therefore agrees to pay Walker an amount equal to two times the annual salary of any employee of Walker who accepts a position with Client within such two-year period, in addition to all other rights and remedies available to Walker.

Period of Service

In the event that no contract administration phase services are to be provided by Walker, services shall be completed the earlier of (1) the date when final documents are accepted by the Client or (2) thirty days after final documents are delivered to the Client. If contract administration phase services are provided by Walker, services shall be complete upon the earlier of (1) the time of approval by Walker of final payment to the contractor or (2) thirty (30) days after completion of the work designed by Walker.



Proprietary Information

The information contained in this proposal is confidential, privileged, and only for City of Fargo and may not be shared, published, or redistributed without prior written permission from Walker Consultants.



Standard Billing Rates for Basic Services

Principal/Director.....	\$265
Senior Project Manager/Senior Consultant	\$255
Project Manager/Consultant.....	\$220
Senior Engineer/Senior Architect	\$215
Engineer/Architect.....	\$190
Analyst/Planner/Specialist	\$180
Assistant Project Manager/Assistant Consultant.....	\$180
Designer.....	\$180
Senior Technician.....	\$165
Technician.....	\$150
Senior Administrative Assistant/Business Manager.....	\$125
Administrative Assistant	\$105

Subject to annual adjustment on January 1 each year.

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December 8, 2022

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Attached is the Application for Abatement or Refund of Taxes #4536, prepared by Tim Threadgill of Property Tax Resources, LLC. The application is for an office building located at 51 Broadway N and is requesting reduction from \$14,665,100 to \$7,332,550, or about 50%, in the certified value for 2022. Supporting information submitted by the applicant has been included.


We have provided information regarding the valuation of these properties and a comparison to similar properties for equity purposes and against the market. We believe our information supports the certified value.

The appellant has waived the public hearing before the City Commission, so they will not be presenting their case before this board. This motion is only as a recommendation to the Cass County Commission.

SUGGESTED MOTION:

Denial of Abatement application #4536 for 51 Broadway N, and to retain the 2022 value as certified.

Sincerely,


Michael Splonskowski
Fargo City Assessor

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District City of Fargo, Cass County
 County of Cass Property I.D. No. 01-1520-00023-000
 Name Tim Threadgill Telephone No. (760) 431-3807
 Address P.O. Box 130639, Carlsbad, CA 92013

Legal description of the property involved in this application:

Office Building located at: 51 BROADWAY N

Total true and full value of the property described above for the year 2022 is:
 Land \$ 709,000
 Improvements \$ 13,956,100
 Total \$ 14,665,100
 (1)

Total true and full value of the property described above for the year 2022 should be:
 Land \$ 354,500
 Improvements \$ 6,978,050
 Total \$ 7,332,550
 (2)

The difference of \$ 7,332,550.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) _____

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ _____ Date of purchase: _____
 Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
 Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
 yes/no

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
 yes/no
 Asking price \$ _____ Terms of sale _____

3. The property was independently appraised: _____ Purpose of appraisal: _____
 yes/no
 Market value estimate: \$ _____
 Appraisal was made by whom? _____

4. The applicant's estimate of market value of the property involved in this application is \$ 7,332,550

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that analysis is forthcoming.

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Tim Threadgill 10/31/22 _____
 Signature of Preparer (if other than applicant) Date Signature of Applicant _____
 Date _____

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____, _____

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached.

Dated _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

**Application For Abatement
Or Refund Of Taxes**

Name of Applicant Jim Thresdell

County Auditor's File No. 4536

Date Application Was Filed With The County Auditor 11/1/2022

Date County Auditor Mailed Application to Township Clerk or City Auditor 11/14/2022
(must be within five business days of filing date)

Appeal of Assessment for Year: 2022

Name of Applicant: Gary Katz, Presidio Property Trust
 Representative: Tim Threadgill, Property Tax Resources, LLC

Assessed Value(s) 2022 14,665,100
Applicants Requested Value(s) 2022 7,332,550 -50%

General Property Information

Property Type Office
 Year Built 1981
 Building Area (Above Grade) 106,250
 Gross Building Area 127,206

**Summary**

Applicant has applied for a 50% reduction for the 2022 tax year. Appellant provided a direct capitalization analysis as support for the reduction. The market value indicated by the appellants analysis differs significantly from the official requested valuation. It also appears that the value for a separate appeal (adjacent parking lot) is included in this analysis.

We identify seven comparable transactions from which to draw a value conclusion. We believe the comparable sales summary below supports the 2022 True & Full Value.

Comparable Sales Summary

Property Name/Type	Address	Bldg Size	Year Built	Sale Date / Assess Year	Sale Price / Assess Value	Total \$/SF	Bldg \$/SF
Bank of the West Tower	520 Main Ave	131,328	1973	07/2021	14,349,400	109.26	98.00
Lexus Tower	2000 44 St S	131,309	2000	08/2014	19,034,800	144.96	133.60
Ford Building	505 Broadway N (C1)	46,187	1914/2005	10/2020	8,530,400	184.70	174.05
Prairie Roots Coop Bldg.	1213 NP Ave N	31,613	1950/2016	06/2020	5,513,000	174.39	162.18
Aldevron Building	3001 University Dr S	33,170	1984	01/2020	4,762,100	143.57	116.51
Cargill Office	4340 18 Ave S	45,529	1995	08/2020	6,651,200	146.09	95.90
Halberstadt's Building	102 Broadway N	26,639	1964	08/2021	5,012,600	188.17	181.07
Subject	51 Broadway N	106,250	1981	2022	14,665,100	138.02	131.35

Competing Properties (Assessed Values) Summary

We studied assessed values of downtown properties with office or retail property type codes assigned. Properties were then filtered by occupancy to remove shell spaces, warehouse spaces, and other non-comparable occupancies. We chose properties with square footage higher than 20,000. Condition and year built was not taken into account in the selection of competing properties. We found the subject to be at or above the 3rd quartile of assessed values.

	Total \$/SF	Bldg \$/SF
<i>Maximum</i>	161.67	153.10
<i>3rd Quartile</i>	138.02	125.07
<i>Median</i>	100.15	93.90
<i>1st Quartile</i>	85.37	75.42
<i>Minimum</i>	51.83	49.07
Subject	2022	138.02
Count (n)		60

Recommended Action: Deny the request for abatement for tax year 2022

LETTER OF AUTHORIZATION

This is to authorize:

Tim Threadgill
Property Tax Resources LLC
P.O. Box 130639
Carlsbad, CA 92013-0639

To act on our behalf as our agent in assessment matters related to all properties owned, possessed, or controlled by the undersigned. This agent is delegated full authority to handle all real estate and personal property tax matters relative to assessments.

This authorization precludes any other authorizations previously filed. We authorize this agent to handle appeals with our express consent.

Name: GARY KATZ

Title: CIO

Company: Presidio Property Trust

Address: 4995 Murphy Canyon Rd, Suite 300

San Diego, California, 92123

Signature: 

Date: 10/31/22

DIRECT CAPITALIZATION ANALYSIS

Presidio Property Trust
Dakota Center
Office
2/1/2022

REVENUES	<u>Per Sq. Ft.</u>	<u>Total SF</u>	<u>Annually</u>
Office	\$17.75	117,869	\$2,092,175
Total	\$17.75	117,869	\$2,092,175
	<u>Percent</u>		
Less Vacancy & Collection Loss @	10.00%		(\$209,217)
Effective Gross Rental Revenues			\$1,882,957
Parking Income			\$49,056
Effective Gross Income	\$16.39		\$1,932,014
	<u>Per Sq. Ft.</u>		
EXPENSES (annual)			
Total Expenses (Net of Real Estate Tax)	\$5.31		\$625,646
	<u>Per Sq. Ft.</u>		
NET OPERATING INCOME	\$11.08		\$1,306,367
Capitalization Rate			8.00%
Tax Rate (from 2022 Tax Bill)			1.43%
Total Capitalization Rate			9.43%
FAIR MARKET VALUE-Before Deductions for Lease-Up Costs			\$13,850,187
Per Sq. Ft.:			\$117.50
COST TO REACH STABILIZATION			
Rental Loss Allowance	<u>Per Sq. Ft.</u>	<u>SF</u>	<u>Annually</u>
Office	\$17.75	19,941	\$353,955
Total	\$17.75	19,941	\$353,955
Leasing Commissions	<u>Percent</u>	<u>Avg Term (yr)</u>	<u>Annually</u>
	6.00%	5	\$106,186
	<u>Per Sq. Ft.</u>	<u>SF</u>	<u>Annually</u>
Tenant Improvements	\$10.00	19,941	\$199,411
Total Cost to Reach Stabilization			\$659,552
FAIR MARKET VALUE			\$13,190,635
ROUNDED VALUE			\$13,200,000
Per Sq. Ft.:			\$111.99

Comparable Lease Signings

**Presidio Property Trust
Dakota Center
Office
2/1/2022**

Lease Comps:

Tenant	Address	City	Submarket	Leased SF	Total Bldg SF	Lease Start Date	Start Rent	Lease Type	TI's	Free Rent	Notes
Medica	4340 18th Ave S	Fargo	West Acres	3,611	45,755	Nov-21	\$13.00	FSG	NA	NA	Asking
	4165 30th Ave S	Fargo	Fargo	1,282	12,430	Sep-21	\$16.50	FSG	NA	NA	Asking
	3332 4th Ave S	Fargo	Fargo	550	22,500	Jul-21	\$14.00	FSG	NA	NA	Asking
	4141 31st Ave S	Fargo	Fargo	846	11,212	Apr-21	\$23.00	FSG	NA	NA	Asking
	320 5th St	Fargo	Downtown Fargo	1,311	21,045	Dec-19	\$15.00	FSG	NA	NA	Asking
	118 N Broadway	Fargo	Downtown Fargo	634	87,500	May-19	\$26.50	FSG	NA	NA	Asking
	505 N Broadway	Fargo	Downtown Fargo	2,295	58,536	Feb-19	\$20.00	FSG	NA	NA	Asking
AVERAGE NEW LEASES							\$18.29				

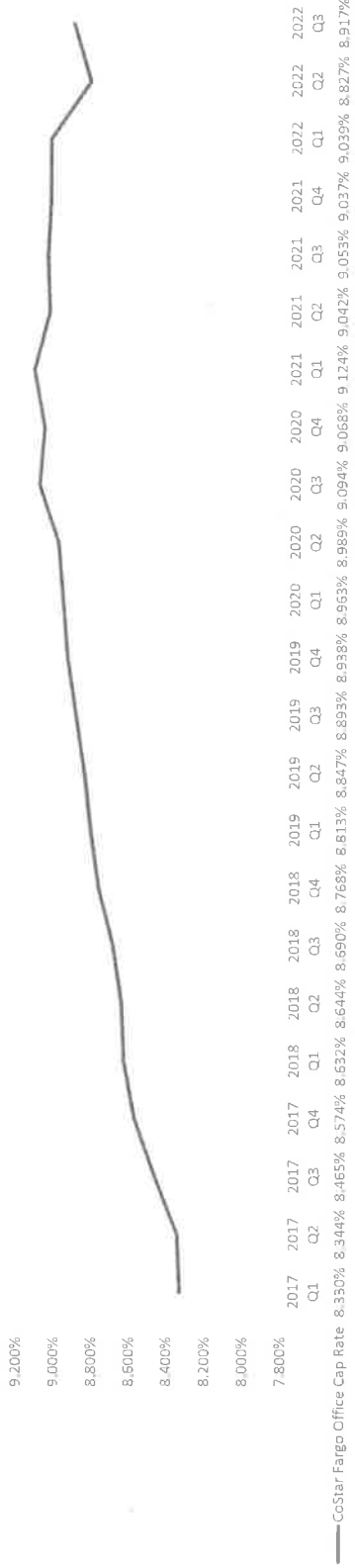
Recently Signed Leases

**Presidio Property Trust
Dakota Center
Office
2/1/2022**

Recently Signed Leases:

Tenant	Address	Leased SF	Lease Start Date	Start Rent	Lease Type	Notes
MYND Integrated, LLC	300 Northern Pacific Ave	1,599	Jun-22	\$17.85	FSG	
Laketwo Properties LLC	300 Northern Pacific Ave	689	Jun-22	\$15.67	FSG	
Infonero Inc.	51 Broadway N	1,462	Dec-21	\$18.52	MG	\$12.08 PSF Base and \$6.44 PSF Recovery
				Average Leases	\$17.35	

CoStar Fargo Office Cap Rate



Lease Comparables



3,611 SF Office Lease Signed Nov 2021 for \$13.00 Full Service Gross (Asking)
4340 18th Ave S - 1st Floor Direct, Leased by Medica
Fargo, ND 58103 - West Acres Submarket

★★★★★

Asking Rent:	\$13.00/FS	Start Date:	Dec 2021	Free Rent:		Property Type:	Office Class A
Starting Rent:		Term:		Escalations:		Building Area:	45,755 SF
Effective Rent:		Exp. Date:		TI Allowance:		Built/Renov:	1995/
Amenities:	Security System						
Leasing Rep:	Goldmark Commercial Real Estate, Inc. - Andy Westby						
Tenant Rep:	Sterling Real Estate Trust						
Lease Notes:	Insurance Agents						

ID# 195612011



1,282 SF Office Lease Signed Sep 2021 for \$16.50 Full Service Gross (Asking)
4165 30th Ave S - 1st Floor Direct
Fargo, ND 58104 - Fargo Submarket

★★★★★

Asking Rent:	\$16.50/FS	Start Date:	Oct 2021	Free Rent:		Property Type:	Office Class B
Starting Rent:		Term:		Escalations:		Building Area:	12,430 SF
Effective Rent:		Exp. Date:		TI Allowance:		Built/Renov:	2007/
Amenities:	Security System						
Leasing Rep:	Goldmark Commercial Real Estate, Inc. - Andy Westby						
Tenant Rep:	Matrix Properties						
Lease Notes:							

ID# 192832021



550 SF Office Lease Signed Jul 2021 for \$14.00 Full Service Gross (Asking)
3332 4th Ave S - 2nd Floor Direct
Fargo, ND 58103 - Fargo Submarket

★★★★★

Asking Rent:	\$14.00/FS	Start Date:	Aug 2021	Free Rent:		Property Type:	Flex Class C
Starting Rent:		Term:		Escalations:		Building Area:	22,500 SF
Effective Rent:		Exp. Date:		TI Allowance:		Built/Renov:	2000/
Amenities:							
Leasing Rep:	CORE Property Group - Drew Kelly						
Tenant Rep:	CORE Property Group						
Lease Notes:							

ID# 190448121



Lease Comparables

4  **846 SF Office Lease Signed Apr 2021 for \$23.00 Full Service Gross (Asking)**
4141 31st Ave S - 1st Floor Direct
Fargo, ND 58104 - Fargo Submarket ★ ★ ★ ★ ★

Asking Rent:	\$23.00/FS	Start Date:	May 2021	Free Rent:		Deal Type:	New Lease	Property Type:	Office Class C
Starting Rent:		Term:	5 Years	Escalations:		On Market:	7 Mos	Building Area:	11,212 SF
Effective Rent:		Exp. Date:	May 2026	Tl Allowance:		Build-Out:		Built/Renov:	2004/
Amenities:									
Leasing Rep:	Goldmark Commercial Real Estate, Inc. - Andy Westby								
Tenant Rep:	Landlord: Matrix Properties								
Lease Notes:	Tenant SIC:								

5  **1,311 SF Office/Retail Lease Signed Dec 2019 for \$15.00 Full Service Gross (Asking)**
320 5th St - 3rd Floor Direct
Fargo, ND 58102 - Downtown Fargo Submarket ★ ★ ★ ★ ★

Asking Rent:	\$15.00/FS	Start Date:	Jan 2020	Free Rent:		Deal Type:	New Lease	Property Type:	Office Class C
Starting Rent:		Term:		Escalations:		On Market:	0 Mos	Building Area:	21,045 SF
Effective Rent:		Exp. Date:		Tl Allowance:		Build-Out:	Full Build-Out	Built/Renov:	1919/
Amenities:	Conference Rooms, Direct Elevator Exposure, Hardwood Floors, High Ceilings, Kitchen, Partitioned Offices, Wi-Fi								
Leasing Rep:	EPIC Companies - McKenzy Olson								
Tenant Rep:	Landlord: McCormick Place LLP								
Lease Notes:	Tenant SIC:								

6  **634 SF Office Lease Signed May 2019 for \$26.50 Full Service Gross (Asking)**
118 N Broadway - 5th Floor Direct
Fargo, ND 58102 - Downtown Fargo Submarket ★ ★ ★ ★ ★

Asking Rent:	\$26.50/FS	Start Date:	Jun 2019	Free Rent:		Deal Type:	New Lease	Property Type:	Office Class A
Starting Rent:		Term:		Escalations:		On Market:	0 Mos	Building Area:	87,500 SF
Effective Rent:		Exp. Date:		Tl Allowance:		Build-Out:		Built/Renov:	1931/
Amenities:	Air Conditioning, Balcony, Central Heating, High Ceilings, Kitchen, Natural Light								
Leasing Rep:	CBRE - Chance Lindsey								
Tenant Rep:	Landlord: Dtl Properties Inc								
Lease Notes:	Tenant SIC:								

Lease Comparables



2,295 SF Office Lease Signed Feb 2019 for \$20.00 Full Service Gross (Asking)
505 N Broadway - 2nd Floor Direct
Fargo, ND 58102 - Downtown Fargo Submarket



Asking Rent:	\$20.00/FS	Start Date:	Mar 2019	Free Rent:		Deal Type:	New Lease	Property Type:	Office Class B
Starting Rent:		Term:		Escalations:		On Market:	15 Mos	Building Area:	58,536 SF
Effective Rent:		Exp. Date:		TI Allowance:		Build-Out:		Built/Renov:	1914/
Amenities:									

Leasing Rep: Goldmark Commercial Real Estate, Inc. - David Schlossman
Tenant Rep:

Landlord: Mutchler Bartram Architects, P.C.
Tenant SIC:

Lease Notes:

ID# 162844801

3

December 8, 2022

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Attached is the Application for Abatement or Refund of Taxes #4537, prepared by Tim Threadgill of Property Tax Resources, LLC. The application is for a parking lot located at 42 5th St N and is requesting a reduction from \$217,000 to \$108,000, or about 50%, in the certified value for 2022.

We have included information regarding the valuation of these properties and a comparison to similar properties for equity purposes and against the market. We believe our information supports the certified value.

The appellant has waived the public hearing before the City Commission, so they will not be presenting their case before this board. This motion is only as a recommendation to the Cass County Commission.

SUGGESTED MOTION:

Denial of Abatement application #4537 for 42 5th St N, and to retain the 2022 value as certified.

Sincerely,



Michael Splonskowski
Fargo City Assessor

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____
 On _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____, _____
 City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached _____

Dated _____
 County Auditor _____ Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor _____ Date _____

**Application For Abatement
 Or Refund Of Taxes**

Name of Applicant Tim Threadgill
 County Auditor's File No. 4537
 Date Application Was Filed With The County Auditor 11/11/2022
 Date County Auditor Mailed Application to Township Clerk or City Auditor 11/14/2022
(must be within six business days of filing date)

LETTER OF AUTHORIZATION

This is to authorize:

Tim Threadgill
Property Tax Resources LLC
P.O. Box 130639
Carlsbad, CA 92013-0639

To act on our behalf as our agent in assessment matters related to all properties owned, possessed, or controlled by the undersigned. This agent is delegated full authority to handle all real estate and personal property tax matters relative to assessments.

This authorization precludes any other authorizations previously filed. We authorize this agent to handle appeals with our express consent.

Name: GARY KATZ

Title: CIO

Company: Presidio Property Trust

Address: 4995 Murphy Canyon Rd, Suite 300

San Diego, California, 92123

Signature: 

Date: 10/31/22

4

December 8, 2022

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Attached is the Application for Abatement or Refund of Taxes #4538, prepared by Tim Threadgill of Property Tax Resources, LLC. The application is for an office building located at 300 NP Ave N Unit C1 and is requesting a reduction from \$4,125,700 to \$2,062,850, or about 50%, in the certified value for 2022. Supporting information supplied by the applicant has been included.

We have provided information regarding the valuation of these properties and a comparison to similar properties for equity purposes and against the market. We believe our information supports the certified value.

The appellant has waived the public hearing before the City Commission, so they will not be presenting their case before this board. This motion is only as a recommendation to the Cass County Commission.

SUGGESTED MOTION:

Denial of Abatement application #4538 for 300 NP Ave N Unit C1, and to retain the 2022 value as certified.

Sincerely,



Michael Splonskowski
Fargo City Assessor

Application For Abatement
Or Refund Of Taxes

Name of Applicant Tim Threadgill
 County Auditor's File No. 4538
 Date Application Was filed With The County Auditor 11/11/2022
 Date County Auditor Mailed Application to Township Clerk or City Auditor 11/14/2022
(must be within 60 business days of filing date)

Year	Reduction in Taxable Valuation	Reduction in Taxes

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioners are as follows:

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Certification of County Auditor
 County Auditor _____
 Dated _____
 Chairperson _____

We reject this application in whole or in part for the following reason(s):
 Written explanation of the rationale for the decision must be attached.

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____ The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

Application was _____ Approved/Rejected _____ by action of _____ County Board of Commissioners.

Action by the Board of County Commissioners

Dated this _____ day of _____
 City Auditor or Township Clerk _____

Recommendation of the governing board of _____
 On _____ the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Recommendation of the Governing Body of the City or Township

LETTER OF AUTHORIZATION

This is to authorize:

Tim Threadgill
Property Tax Resources LLC
P.O. Box 130639
Carlsbad, CA 92013-0639

To act on our behalf as our agent in assessment matters related to all properties owned, possessed, or controlled by the undersigned. This agent is delegated full authority to handle all real estate and personal property tax matters relative to assessments.

This authorization precludes any other authorizations previously filed. We authorize this agent to handle appeals with our express consent.

Name: GARY KATZ

Title: CIO

Company: Presidio Property Trust

Address: 4995 Murphy Canyon Rd, Suite 300

San Diego, California, 92123

Signature: 

Date: 10/31/22

DIRECT CAPITALIZATION ANALYSIS

Presidio Property Trust
Centennial Building
Office
2/1/2022

REVENUES	<u>Per Sq. Ft.</u>	<u>Total SF</u>	<u>Annually</u>
Office	\$17.00	29,461	\$500,837
Total	\$17.00	29,461	\$500,837
	<u>Percent</u>		
Less Vacancy & Collection Loss @	10.00%		(\$50,084)
Effective Gross Rental Revenues			\$450,753
Storage Income			\$15,658
Parking Income			\$29,693
Effective Gross Income	\$16.84		\$496,104
EXPENSES (annual)	<u>Per Sq. Ft.</u>		
Total Expenses (Net of Real Estate Tax)	\$7.20		\$212,064
NET OPERATING INCOME	<u>Per Sq. Ft.</u>		
	\$9.64		\$284,040
Capitalization Rate			8.00%
Tax Rate (from 2022 Tax Bill)			1.51%
Total Capitalization Rate			9.51%
FAIR MARKET VALUE-Before Deductions for Lease-Up Costs			\$2,987,540
Per Sq. Ft.:			\$101.41
COST TO REACH STABILIZATION			
Rental Loss Allowance	<u>Per Sq. Ft.</u>	<u>SF</u>	<u>Annually</u>
Office	\$17.00	5,438	\$92,444
Total	\$17.00	5,438	\$92,444
Leasing Commissions	<u>Percent</u>	<u>Avg Term (yr)</u>	<u>Annually</u>
	6.00%	5	\$27,733
Tenant Improvements	<u>Per Sq. Ft.</u>	<u>SF</u>	<u>Annually</u>
	\$10.00	5,438	\$54,379
Total Cost to Reach Stabilization			\$174,557
FAIR MARKET VALUE			\$2,812,983
ROUNDED VALUE			\$2,800,000
Per Sq. Ft.:			\$95.04

Comparable Lease Signings

Presidio Property Trust
 Centennial Building
 Office
 2/1/2022

Lease Comps:

Tenant	Address	City	Submarket	Leased SF	Total Bldg SF	Lease Start Date	Start Rent	Lease Type	TI's	Free Rent	Notes
Medica	4340 18th Ave S	Fargo	West Acres	3,611	45,755	Nov-21	\$13,00	FSG	NA	NA	Asking
	4155 30th Ave S	Fargo	Fargo	1,282	12,430	Sep-21	\$16,50	FSG	NA	NA	Asking
	3332 4th Ave S	Fargo	Fargo	550	22,500	Jul-21	\$14,00	FSG	NA	NA	Asking
	4141 31st Ave S	Fargo	Fargo	846	11,212	Apr-21	\$23,00	FSG	NA	NA	Asking
	320 5th St	Fargo	Downtown Fargo	1,311	21,045	Dec-19	\$15,00	FSG	NA	NA	Asking
	118 N Broadway	Fargo	Downtown Fargo	634	87,500	May-19	\$26,50	FSG	NA	NA	Asking
	505 N Broadway	Fargo	Downtown Fargo	2,295	88,536	Feb-19	\$20,00	FSG	NA	NA	Asking
AVERAGE NEW LEASES							\$18.29				

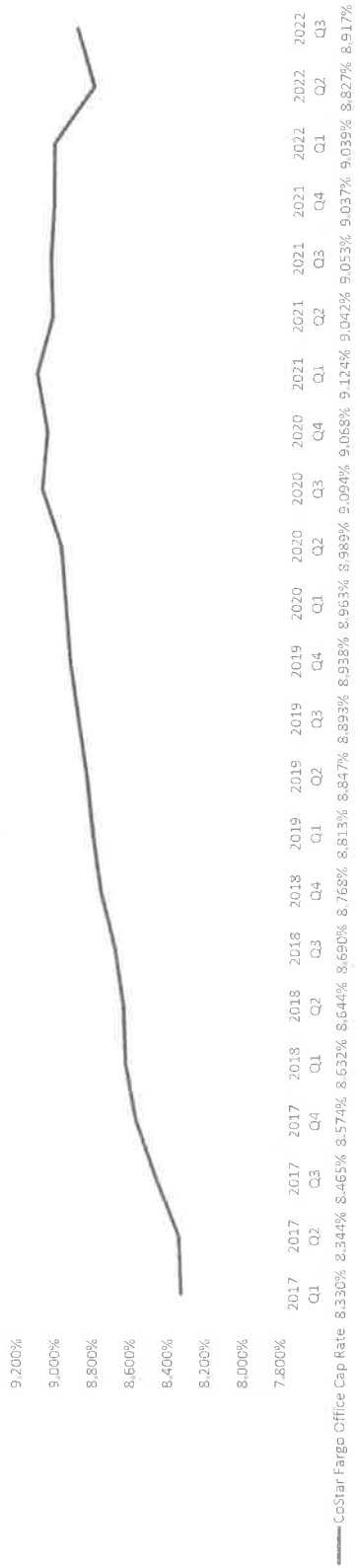
Recently Signed Leases

**Presidio Property Trust
Centennial Building
Office
2/1/2022**

Recently Signed Leases:

Tenant	Address	Leased SF	Lease Start Date	Start Rent	Lease Type	Notes
MYND Integrated, LLC	300 Northern Pacific Ave	1,599	Jun-22	\$17.85	FSG	
Laketwo Properties LLC	300 Northern Pacific Ave	689	Jun-22	\$15.67	FSG	
Infonero Inc	51 Broadway N	1,462	Dec-21	\$18.52	MG	\$12.08 PSF Base and \$6.44 PSF Recovery
Average Leases				\$17.95		

CoStar Fargo Office Cap Rate



Lease Comparables



1 **3,611 SF Office Lease Signed Nov 2021 for \$13.00 Full Service Gross (Asking)**
4340 18th Ave S - 1st Floor Direct, Leased by Medica
Fargo, ND 58103 - West Acres Submarket

Asking Rent:	\$13.00/FS	Start Date:	Dec 2021	Free Rent:		Property Type:	Office Class A
Starting Rent:		Term:		Escalations:		Building Area:	45,755 SF
Effective Rent:		Exp. Date:		TI Allowance:		Built/Renov:	1995/
Amenities:	Security System						
Leasing Rep:	Goldmark Commercial Real Estate, Inc. - Andy Westby						
Tenant Rep:	Sterling Real Estate Trust						
Lease Notes:	Insurance Agents						

ID# 195612011



2 **1,282 SF Office Lease Signed Sep 2021 for \$16.50 Full Service Gross (Asking)**
4165 30th Ave S - 1st Floor Direct
Fargo, ND 58104 - Fargo Submarket

Asking Rent:	\$16.50/FS	Start Date:	Oct 2021	Free Rent:		Property Type:	Office Class B
Starting Rent:		Term:		Escalations:		Building Area:	12,430 SF
Effective Rent:		Exp. Date:		TI Allowance:		Built/Renov:	2007/
Amenities:	Security System						
Leasing Rep:	Goldmark Commercial Real Estate, Inc. - Andy Westby						
Tenant Rep:	Matrix Properties						
Lease Notes:							

ID# 192832021



3 **550 SF Office Lease Signed Jul 2021 for \$14.00 Full Service Gross (Asking)**
3332 4th Ave S - 2nd Floor Direct
Fargo, ND 58103 - Fargo Submarket

Asking Rent:	\$14.00/FS	Start Date:	Aug 2021	Free Rent:		Property Type:	Flex Class C
Starting Rent:		Term:		Escalations:		Building Area:	22,500 SF
Effective Rent:		Exp. Date:		TI Allowance:		Built/Renov:	2000/
Amenities:							
Leasing Rep:	CORE Property Group - Drew Kelly						
Tenant Rep:	CORE Property Group						
Lease Notes:							

ID# 190446121



Lease Comparables



4 846 SF Office Lease Signed Apr 2021 for \$23.00 Full Service Gross (Asking)
 4141 31st Ave S - 1st Floor Direct
 Fargo, ND 58104 - Fargo Submarket

Asking Rent: \$23.00/FS
 Starting Rent: _____
 Effective Rent: _____
 Amenities: _____

Start Date: May 2021
 Term: 5 Years
 Exp. Date: May 2026

Free Rent: _____
 Escalations: _____
 TI Allowance: _____

Deal Type: _____
 On Market: _____
 Build-Out: _____

Property Type: Office Class C
 Building Area: 11,212 SF
 Built/Renov: 2004/

Leasing Rep: Goldmark Commercial Real Estate, Inc. - Andy Westby
 Tenant Rep: _____
 Landlord: Matrix Properties
 Tenant SIC: _____

Lease Notes: _____



5 1,311 SF Office/Retail Lease Signed Dec 2019 for \$15.00 Full Service Gross (Asking)
 320 5th St - 3rd Floor Direct
 Fargo, ND 58102 - Downtown Fargo Submarket

Asking Rent: \$15.00/FS
 Starting Rent: _____
 Effective Rent: _____
 Amenities: Conference Rooms, Direct Elevator, Exposure, Hardwood Floors, High Ceilings, Kitchen, Partitioned Offices, Wi-Fi

Start Date: Jan 2020
 Term: _____
 Exp. Date: _____

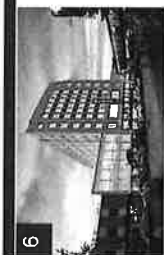
Free Rent: _____
 Escalations: _____
 TI Allowance: _____

Deal Type: _____
 On Market: _____
 Build-Out: _____

Property Type: Office Class C
 Building Area: 21,045 SF
 Built/Renov: 1919/

Leasing Rep: EPIC Companies - McKenzie Olson
 Tenant Rep: _____
 Landlord: McCormick Place LLP
 Tenant SIC: _____

Lease Notes: _____



6 634 SF Office Lease Signed May 2019 for \$26.50 Full Service Gross (Asking)
 118 N Broadway - 5th Floor Direct
 Fargo, ND 58102 - Downtown Fargo Submarket

Asking Rent: \$26.50/FS
 Starting Rent: _____
 Effective Rent: _____
 Amenities: Air Conditioning, Balcony, Central Heating, High Ceilings, Kitchen, Natural Light

Start Date: Jun 2019
 Term: _____
 Exp. Date: _____

Free Rent: _____
 Escalations: _____
 TI Allowance: _____

Deal Type: _____
 On Market: _____
 Build-Out: _____

Property Type: Office Class A
 Building Area: 87,500 SF
 Built/Renov: 1931/

Leasing Rep: CBRE - Chance Lindsey
 Tenant Rep: _____
 Landlord: Dtl Properties Inc
 Tenant SIC: _____

Lease Notes: _____

Lease Comparables



2,295 SF Office Lease Signed Feb 2019 for \$20.00 Full Service Gross (Asking)
505 N Broadway - 2nd Floor Direct
Fargo, ND 58102 - Downtown Fargo Submarket

Asking Rent:	\$20.00/FS	Start Date:	Mar 2019	Free Rent:		Deal Type:	New Lease	Property Type:	Office Class B
Starting Rent:		Term:		Escalations:		On Market:	15 Mos	Building Area:	58,536 SF
Effective Rent:		Exp. Date:		TI Allowance:		Build-Out:		Built/Renov.:	1914/
Amenities:									
Leasing Rep:	Goldmark Commercial Real Estate, Inc. - David Schlossman								
Tenant Rep:									
Lease Notes:									
	Landlord: Mutchler Bartram Architects, P.C.								
	Tenant SIC:								

ID# 162844801

RESTRICTED APPRAISAL REPORT

SUBJECT

**COMMERCIAL CONDOMINIUM
300 NP Avenue
Fargo, North Dakota 58102**

DATE OF REPORT

February 10, 2022

Appraisal Services Inc.

1220 MAIN AVENUE, SUITE 125
FARGO, NORTH DAKOTA 58103
PHONE: (701) 235-1189

CLIENT/SOLE INTENDED USER

Presidio Property Trust, Inc.
4995 Murphy Canyon Road, Suite 300
San Diego, CA 92123

EFFECTIVE DATE OF VALUE

As Is Value - December 31, 2021

PREPARED BY

Petter N. Eriksmoen, MAI

petter@asind.com

File # 22P072

Appraisal Services Inc.

Neal A. Eriksmoen, MAI
Petter N. Eriksmoen, MAI
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1220 Main Avenue, Suite 125
Fargo, ND 58103-8201
Phone (701) 235-1189
Fax (701) 235-9465

February 10, 2022

Mr. Gary Katz
Presidio Property Trust, Inc.
4995 Murphy Canyon Road, Suite 300
San Diego, CA 92123

Dear Mr. Katz:

In accordance with your request, I have completed a restricted appraisal report of the following:

Commercial Condominium
300 NP Avenue
Fargo, North Dakota

This appraisal report was prepared at your request, on behalf of the Presidio Property Trust, Inc. The purpose of the report is determine the *as is* market value of the property, as of December 31, 2021, for internal valuation purposes related to auditing. The sole intended user is limited to Presidio Property Trust, Inc. It is not to be relied on by any other parties for any other purpose.

The appraised property is a multi-tenant commercial condominium unit in downtown Fargo, ND occupied by multiple arm's-length tenants. It is currently operating at above market physical and economic vacancy. I have conducted a valuation of the property using the Income and Sales Comparison Approaches. Based on this analysis, it is my opinion that the market value of the conditional leased fee interest, subject to the covenants and bylaws encumbering the facility, as of December 31, 2021, is \$2,930,000. The appraised value includes the site and building improvements. It does not include any personal property or tenant's furniture, fixtures, or equipment.

The certified balance of special assessments are reported to be \$13,708.39 per City assessment data. It is typical for a prospective purchaser to assume this balance in the local area since it is financed at below-market simple interest rates. The unpaid balance of special assessments should not be subtracted from the final value indication to determine the net value of the property, as none of the comparable sales include their balances.

Respectfully submitted,



Petter N. Eriksmoen, MAI
ND Certified General Appraiser #CG-21517
MN Non-Resident Appraiser: Certified General License #40367366

Restricted Appraisal Report

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS			
Property Name:	Commercial Condominium		
Property Address:	300 NP Avenue Fargo, North Dakota		
Effective Value Date (As Is Value):	12/31/2021		
Date of Appraisal Report:	2/10/2022		
Property Rights Appraised:	Leased Fee		
Zoning:	DMU, Downtown Mixed Use District		
Current Use:	Multi-Tenant Commercial		
Highest and Best Use:	Multi-Tenant Commercial		
Appraised Use:	Multi-Tenant Commercial		
Flood Zone:	Zone X - Other Flood Areas		
Flood Map Number:	38017C0593G		
Tax Identification Number:	01-2150-00101-020		
Census Tract Number:	38 017 0007.00		
MSA Number:	22020		
Year Built:	1921	Gross Building Area (GBA):	26,907 SF
Estimated Remaining Economic Life	32 Years	Recorded Site Size	16,518 SF
<u>Summary of Analysis</u>			
Estimated As Is Fair Market Value Estimate			
Value Indicated by Cost Approach:	Not Applicable		
Value Indicated by Income Capitalization Approach:	\$2,890,000		
Value Indicated by Sales Comparison Approach:	\$2,970,000		
Estimated As Is Fair Market Value Estimate	\$2,930,000		
Personal Property Included in Market Value Estimate:	\$0		
Balance of Unpaid Special Assessments included in Building Site Values:	\$13,708		
Estimated Exposure Time Period:	6 to 12 months		
Estimated Marketing Time Period:	6 to 12 months		
Forecasted Gross Annual Income for Improved Property:	\$521,712		
Vacancies:	15.00%	(\$78,257)	
CAM Reimbursements:	<u>\$39,396</u>		
Effective Gross Income (EGI):	100% EGI	\$482,851	
Forecasted Annual Expenses:	<u>52%</u> EGI	<u>(\$251,227)</u>	
Forecasted Net Annual Income:	48% EGI	\$231,624	

Restricted Appraisal Report

The use of this report is limited to the sole client/intended user, indicated below. The rationale for how the appraiser arrived at the opinions and conclusions set forth in this report may not be understood properly without additional information that is retained in the appraiser's work file.

Client: Presidio Property Trust, Inc.

Intended Use: Determine an estimate of the market value of the appraised property for internal purposes related to auditing of the asset held by the trust

Intended User: Presidio Property Trust, Inc. | No other users of this appraisal are intended by this appraiser

Property Rights: Conditional Leased Fee | The facility is encumbered by multiple arm's-length leases and is a commercial condominium unit subject to the Declaration of Condominium and Restrictions of the 300 NP Lofts Condominium project

Type of Value: Market Value

Definition of Market Value: The Market Value definition utilized in this restricted appraisal report is:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

Conditions of Appraisal: The appraised property is an existing multi-tenant commercial condominium unit. It is appraised in *as is* condition as of December 31, 2021. The appraiser viewed the exterior of the property, reviewed the city building sketch, building plans, condominium documents, available online interior imagery, and interviewed the leasing agent to obtain adequate competency regarding the condition and quality of the improvements to complete a reliable valuation. This appraisal employs no extraordinary assumptions or hypothetical conditions.

Scope of Work: The description and dimensions of the appraised property were obtained from the City's assessment information, and my personal viewing of the property. I viewed the interior and exterior of the property, in-person. Other descriptive information was obtained from municipal records and discussions with the property owner.

¹ Office of the Comptroller of the Currency under 12 CFR, Part 34, subpart C-appraisals, 34.42 Definitions (h).

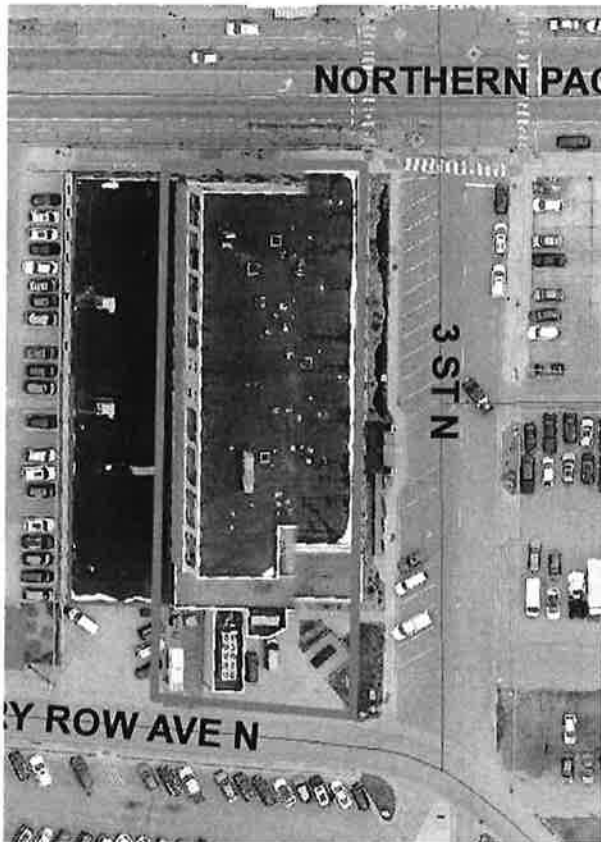
The Income Capitalization and Sales Comparison Approaches were the only two considered applicable to this assignment. The Cost Approach was not considered applicable and was omitted, as detailed below.

Comparable sales data of improved properties was obtained from the internal records of Appraisal Services Inc. The sales were confirmed via public records and/or discussions with parties to the transactions. Market rent information, and comparable income and expense data from the internal records of Appraisal Services Inc., which obtained them through the course of our appraisal practice and by discussions with local market participants, provided the basis for developing a stabilized income analysis. Overall capitalization rates were forecast based on Situs RERC survey data and the internal records of Appraisal Services Inc. Comparable improved property sales listings and rental listings were also reviewed from the local MLS, CoStar and RediComps services.

Subject Property: Commercial Condominium

Address: 300 NP Avenue

Property Description: The subject is a commercial condominium in the 300 NP building, along Northern Pacific Avenue in downtown Fargo. The building and site are pictured in the City of Fargo GIS imagery from 2021, below. The subject is Unit C-1, and indicates an above grade GBA of 26,907 square feet, per the condominium documents. The unit also includes 20,357 square feet of underground parking and storage space, per the condo docs.



As of the effective date of the report, the appraised parcel was located in Zone X - Other Flood Areas, according to the Flood Insurance Rate Map (Community Panel No. 38017C0593G dated). This indicates areas of 0.2 percent annual chance flood; areas of one percent annual chance flood with average depths of less than one foot or with drainage areas less than one square mile; and areas protected by levees from one percent annual chance flood.

There is parking for about 35 vehicles in the basement, which the Unit C-1 owner rents to both commercial tenants and residential tenants.

This appraised property is legally described as Unit C1 of 300 NP Lofts Condos, part of North Pacific 2nd Addition to the City of Fargo, Cass County, North Dakota. The tax identification numbers are 01-2150-00101-020. The current

assessment and tax information for the parcel is related below:

Restricted Appraisal Report

True & Full Value:	Land	\$190,000
	Improvements	<u>\$3,739,200</u>
	Total	\$3,929,200
Taxes:	General	\$58,154.12
	Annual Special Assessments	\$2,044.14
	Annual Drain Payment	<u>\$0.00</u>
	Total	\$60,198.26
Unpaid Balance of Special Assessments:		\$13,708.39

A more thorough description of the region, community and neighborhood of the subject is included in the attachments.

Zoning: The subject is in an area designated DMU, Downtown Mixed Use District. According to the Land Development Code, "This district is primarily intended to preserve and enhance the City's downtown area. The district allows a broad range of uses in order to enhance downtown Fargo's role as a commercial, cultural, governmental and residential center. In recognition of existing public facility capacity and downtown planning goals, very intensive development is allowed, with high building coverage, large buildings, and buildings placed close together. Development is intended to be pedestrian-oriented with a strong emphasis on a safe and attractive streetscape." The current multi-tenant commercial use is a primary permitted one.

Sale and Listing History: According to Public Records, the subject is currently owned by NETREIT 300 NP, LLC which acquired it from NETREIT, Inc. on May 30, 2017 via Quit Claim Deed #1511213. NETREIT, Inc. purchased the property from Sterling Development Group Six, LLC, in August 2015. This was an arm's-length transaction, for which the sale price was not recorded. There have been no other arm's-length sales or other transfers of the subject property within the three years prior to the effective date of this appraisal.

OPINIONS AND CONCLUSIONS

Highest and Best Use: The subject has a good commercial location in downtown Fargo, which is a primary commercial office and commerce district for the region. This neighborhood is characterized by zero lot line, high density development. The subject site is large enough to accommodate the improvements and provided adequate access to the parking garage. The improvements conform to zoning and have a substantial remaining economic life. While the subject is currently suffering from elevated vacancy, the improvements provide an adequate return to the owner indicating a financially viable use, and the high-density development of the site is considered maximally productive.

Based on the physical characteristics of the subject, other complementary uses in the neighborhood and the significant amount of commercial development surrounding the subject the highest and best use as improved, is considered the current use as a Multi-Tenant Commercial condominium unit. It is not economically feasible that the subject would be purchased and converted to another use.

Exposure Time: The appraiser's opinion of reasonable exposure time for the subject is 6 to 12 months. The short-term adverse economic impacts from the COVID-19 pandemic in early-to-mid 2020 have largely abated. Based on sales and leasing activity, the commercial property market has largely returned to normal and typical marketing and exposure times are common.

Effective Date of Value: December 31, 2021, serves as the effective date of value.

Results of the Approaches to Value:

Cost Approach	Not Applicable
Income Capitalization Approach	\$2,890,000
Sales Comparison Approach	\$2,970,000

Reconciliation: As described below, the Cost Approach was not considered an applicable or reliable approach to utilize in this valuation assignment and it was omitted. The value conclusion is reconciled to the Sales Comparison Approach at \$2,930,000.

Site Valuation and Cost Approach: The Cost Approach estimates the cost to replace the property and adjusts the cost for deterioration and obsolescence affecting the property. It is most reliable when dealing with new construction that fulfills the highest and best use of the site, where a reliable estimate of site value, as though vacant, is available. The appraised property comprises a large commercial condominium Unit that includes the basement parking garage and storage area, main floor, and second floor commercial spaces in a multi-story historical structure on the south end of the downtown neighborhood. The structure was originally constructed in 1921 and underwent a completed a complete, multi-million-dollar renovation in the 2000s into today's configuration as a commercial and residential condominium project. The Cost Approach is not applicable to estimating the value of condominium unit spaces due to the partial interest characteristics of the property. Furthermore, the Cost Approach would require a substantial, subjective physical deterioration estimate that would adversely impact its reliability. This type of property is bought and sold based on two primary considerations, the amount of income it can generate and/or the price of other

Restricted Appraisal Report

comparable properties that have sold recently in the market. Therefore, the Cost Approach was not considered applicable, and the Income and Sales Comparison Approaches were considered to provide the most reliable indication of market value for the subject.

Income Capitalization Approach – The office and retail market in the region is made up of owner-occupants and arm’s-length tenancies, with adequate comparable rental data available for determining market rent. As of the effective date of value, the rentable area of the facility was 32.1% physically vacant, reflecting a 24.7% economic vacancy, as about half the vacant square footage is lower rent storage and warehouse space. The rental summary, as of the effective date of value, is included below. The owner also reported by the holdover occupancy by Veritext Corporation will be ending soon and this space is being listed for rent by the leasing agent. This will increase the physical vacancy to 36.7% and economic vacancy to 29.3%.

Subject Rental Summary												
Unit	Tenant	Rentable Area	Lease Expiration	Monthly Rent	Base Rent/SF	CAM Charge/Mo	CAM/SF	Expenses*				Notes
								Tax	Ins	Util	CAM	
101	Vacant-Office	3,207		\$4,476.44	\$16.75			O	O	O	O	9
102	FDT of ND	3,521	9/1/2024	\$4,231.07	\$14.42			O	O	O	O	1
105/204	Rodenburg, LLP	10,508	5/31/2024	\$14,103.00	\$16.11			O	O	O	O	2
106	Vacant-Office	1,000		\$1,475.00	\$17.70			O	O	O	O	9
107/108	Collins/Krank	3,788	3/31/2029	\$5,603.08	\$17.75			O	O	O	O	3
200	Catalyst, LLC	2,749	8/31/2023	\$4,235.39	\$18.49			O	O	O	O	4
201	Veritext Corp	1,599	Holdover	\$1,890.00	\$14.18	\$540.00	\$4.05	PS	PS	PS	PS	5
202	Vacant-Office	689		\$1,024.89	\$17.85			O	O	O	O	9
207A	Deb Dawson	1,089	12/31/2022	\$590.00	\$6.50	\$99.00	\$1.09	PS	PS	PS	PS	6
208	Vacant-Office	363		\$539.96	\$17.85			O	O	O	O	10
209	Vacant-Office	118		\$175.53	\$17.85			O	O	O	O	10
210	Rodenburg, LLP	114	MTM	\$70.00	\$7.37			O	O	O	O	7
Stg1	Vacant-Storage	61		\$40.00	\$7.87			O	O	O	O	10
Stg2	Tom & Shelly Burchill	79	MTM	\$50.00	\$7.59			O	O	O	O	7
Stg3	Vacant-Storage	3,128		\$1,303.33	\$5.00			O	O	O	O	9
Whs	Vacant-Storage	<u>2,504</u>		<u>\$1,043.33</u>	<u>\$5.00</u>			O	O	O	O	10
		34,517		\$40,851.02	\$14.20							

*O=Owner|T=Tenant|Tax=RE Taxes|Ins=Insurance|SWG=Sewer,water,garbage|H=Heat|L=Lights|CAM=Common Area Maintenance, such as Snow Removal and Lawn Care

1. Full service lease - monthly rent does not include \$90 for 1 basement parking stall
2. Full service lease - monthly rent includes fitness rent, and a storage unit
3. Full service lease - monthly rent does not include rents for 2 basement parking stalls
4. Full service lease - monthly rent includes fitness rent, and storage rent
5. NNN Lease - tenant is in holdover as lease expired 12/31/21
7. Storage space
8. Basement storage space rented by owner of a residential condo unit in building
9. Asking rent per current leasing agent
10. Market rent forecast

I utilized the asking rents for the vacant spaces and a market vacancy/collection loss estimate of 15.00% based on current vacancy in the subject, neighborhood rates, and the metro area average, based on our office’s April 2021 office and retail vacancy survey. I utilized a stabilized expense forecast based on the historic operation of the facility, provided by the owner along with comparable expense data from other office facilities in the community.

Restricted Appraisal Report

The information available to determine an appropriate market rent estimate, stabilized expenses and overall rate was strong, resulting in a reliable stabilized value indication from the Income Capitalization Approach. Since the subject was at below market occupancy, as of the effective date of value, a deduction accounting for fit-up allowances, lost income during stabilization, leasing commissions, and entrepreneurial incentive is necessary, estimated below. This is based on \$10.00/sf in fit-up/space updating, a lease commission at the typical 6% rate of the initial 5-year typical terms, 18 months of straight-line increasing lost income during lease-up, and incentive estimated at 10% of capitalized lost income. The entire approach is summarized on the following page.

Owner's Fit-up Allowance	\$126,690
Lease Commision	\$25,484
Lost Income	\$67,250
Entrepreneurial Incentive	<u>\$92,759</u>
Total	\$312,183
Rounded As Is Adjustment	\$310,000

Based on this analysis, the *as is* market value conclusion for the subject, via the Income Capitalization Approach, is \$2,890,000.

Restricted Appraisal Report

INCOME APPROACH SUMMARY					
(Fee Simple Interest)					
Potential Gross Income (PGI)	(\$15.11 /SF NRA)			
Vacant-Office		\$16.75 /SF	X	3,207 SF=	\$53,717
FDT of ND		\$14.42 /SF	X	3,521 SF=	\$50,773
Rodenburg, LLP		\$16.11 /SF	X	10,508 SF=	\$169,236
Vacant-Office		\$17.70 /SF	X	1,000 SF=	\$17,700
Collins/Krank		\$17.75 /SF	X	3,788 SF=	\$67,237
Catalyst, LLC		\$18.49 /SF	X	2,749 SF=	\$50,825
Veritext Corp		\$14.18 /SF	X	1,599 SF=	\$22,680
Vacant-Office		\$17.85 /SF	X	689 SF=	\$12,299
Deb Dawson		\$6.50 /SF	X	1,089 SF=	\$7,080
Vacant-Office		\$17.85 /SF	X	363 SF=	\$6,480
Vacant-Office		\$17.85 /SF	X	118 SF=	\$2,106
Rodenburg, LLP		\$7.37 /SF	X	114 SF=	\$840
Vacant-Storage		\$7.87 /SF	X	61 SF=	\$480
Tom & Shelly Burchill		\$7.59 /SF	X	79 SF=	\$600
Vacant-Storage		\$5.00 /SF	X	3,128 SF=	\$15,640
Vacant-Storage		\$5.00 /SF	X	2,504 SF=	\$12,520
Parking - 35 stalls at \$75/stall/month (Consistent with Market)					\$31,500
Net Rentable Building Area (NRA)		34,517	SF		\$521,712
Vacancy and Credit Losses		15.00%			<u>(\$78,257)</u>
Collected Base Rent					\$443,455
CAM Reimbursements - Per Schedule					<u>\$39,396</u>
Effective Gross Income (EGI)					\$482,851
Less Estimated Expenses					\$13.99
Real Estate Tax (Based on Actual T&F Value)				\$55,246	
Insurance	\$0.50 /SF NRA			\$17,259	
Management	5.00% of EGI			\$22,173	
Legal/Accounting	\$0.05 /SF NRA			\$1,726	
Owner Utilities	\$2.45 /SF NRA			\$84,567	
Grounds/Snow Removal	\$0.45 /SF NRA			\$15,533	
Building Maintenance	\$0.50 /SF NRA			\$17,259	
Janitorial	\$0.65 /SF NRA			\$22,436	
Supplies/Miscellaneous	\$0.05 /SF NRA			\$1,726	
Reserves	3.00% of EGI			\$13,304	
				Total	<u>(\$251,227)</u>
Estimated Net Operating Income (NOI)					\$231,624
					\$6.71
Market Based OAR	Income	/	Rate =	Value	
	\$231,624	/	7.25% =	\$3,194,817	
INDICATED STABILIZED VALUE BY THE INCOME APPROACH				Rounded	\$3,200,000
Deduction for Fit-Up, Lost Income, Lease Commision, and Entrepreneurial Incentive					<u>-\$310,000</u>
INDICATED AS IS FAIR MARKET VALUE BY THE INCOME APPROACH					\$2,890,000
					\$92.71
					<u>(\$8.98)</u>
					\$83.73

Restricted Appraisal Report

Sales Comparison Approach – Five comparable, recent sales from the downtown Fargo and nearby downtown Grand Forks markets were available. The comparable sales bracketed most of the characteristics of the subject and resulted in a reliable indication of market value. The improved comparable sales adjustment grids are included on the following pages with the individual data sheets for the comparable sales utilized included in the attachments. The value indication from this approach was reasonably in line with the Income Approach, with which it was given equal weighting in the final reconciliation of value. The process is based on stabilized occupancy and utilizes the same deduction to *as is* value as the Income Approach. The sales largely required no *transactional* adjustments, excepted for a TI allowance/fit-up adjustment to Sale 5 for the unfinished space at the time of sale, as noted in the sale confirmation sheet.

IMPROVED PROPERTY SALES GRID						
Sale Number		1	2	3	4	5
Property	Subject	O21102GF	O21101GF	O21102FG	O20104FG	O20103FG
Sale Date	12/21	12/21	10/21	08/21	10/20	06/20
Property Rights	Leased Fee	Leased Fee	Leased Fee	Leased Fee	Leased Fee	Leased Fee
Condition of Sale:	Arm's Length	Arm's Length	City Owned	Arm's Length	Arm's Length	Arm's Length
Days On Market:		Private	Private	Private	100	Listed
Financing Terms	Cash or Equiv.	Cash or Equiv.	Cash or Equiv.	Cash or Equiv.	Cash/Seller Note	Cash/Seller Note
Gross Building Area (GBA-SF)	26,907	33,180	31,535	26,639	38,757	41,531
Land Size (SF)	16,518	58,730	13,050	14,000	41,206	38,600
Land/Bldg Ratio	0.61	1.77	0.41	0.53	1.06	0.93
Location	Fargo CBD	GF CBD	GF CBD	Fargo CBD	Fargo CBD	Fargo CBD
Condition of Improvements	Average	Good	Good	Good	Good	Good
Year Built	1921/2004	1900/2000	1998	1964/2007	1914/2006	1950/2016
Effective Age	18	18	15	10	8	4
Occupancy	Multi-Tenant	MT Mixed Use	MT Commercial	MT Commercial	MT Office Condo	Multi-Tenant
NOI/SF GBA	<i>Estimate</i> \$8.61	\$5.67	\$7.03	\$13.25	\$14.41	\$6.96
Indicated Overall Rate		6.72%	8.85%	7.13%	6.57%	4.90%
Net Relation to Subject	Subject	Comparable	Superior	Inferior	Comparable	Comparable
Sale Price		\$2,800,000	\$2,505,000	\$4,950,000	\$8,500,000	\$5,900,000
Adjustments for Transactional Characteristics						
Property Rights Conveyed	Leased Fee	Leased Fee	Leased Fee	Leased Fee	Leased Fee	Leased Fee
Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Sale Price		\$2,800,000	\$2,505,000	\$4,950,000	\$8,500,000	\$5,900,000
Financing Terms	Cash or Equiv.	Cash or Equiv.	Cash or Equiv.	Cash or Equiv.	Cash/Seller Note	Cash/Seller Note
Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Sale Price		\$2,800,000	\$2,505,000	\$4,950,000	\$8,500,000	\$5,900,000
Condition of Sale	Arm's Length	Arm's Length	City Owned	Arm's Length	Arm's Length	Arm's Length
Adjustment		0.0%	15.0%	0.0%	0.0%	0.0%
Adjusted Sale Price		\$2,800,000	\$2,880,750	\$4,950,000	\$8,500,000	\$5,900,000
Expenditures Made Immediately after Sale		None	None	None	None	TI
Adjustment		\$0	\$0	\$0	\$0	\$600,000
Adjusted Sale Price		\$2,800,000	\$2,880,750	\$4,950,000	\$8,500,000	\$6,500,000
Market Conditions	12/21	12/2021	10/2021	8/2021	10/2020	6/2020
Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Price		\$2,800,000	\$2,880,750	\$4,950,000	\$8,500,000	\$6,500,000

Restricted Appraisal Report

The sales tightly bracketed the size of the subject improvements, warranting no *size* adjustments. The sales are also considered to bracket the *age/condition* of the subject and were adjusted based on their differing estimated effective age, relative to the subject's. Quality adjustments were developed taking into consideration NOI/sf, construction type, and quality of interior finishes. The Grand Forks sales warranted upward adjustments for their position in an inferior market. The *other* adjustment is related to on-site parking, as the subject and Sales 1, 3, and 4 had indoor or basement heated parking like the subject and were not adjusted. Sale 2 had no on-site parking but is attached to a public parking ramp via skyway, warranting an upward adjustment. Sale 5 has substantial on-site exterior parking, warranting a lesser magnitude adjustment than Sale 2.

Adjustments for Property Characteristics						
Sale Number		1	2	3	4	5
Property	Subject	O21102GF	O21101GF	O21102FG	O20104FG	O20103FG
Adjusted Sale Price		\$2,800,000	\$2,880,750	\$4,950,000	\$8,500,000	\$6,500,000
Price/SF GBA		\$84.39	\$91.35	\$185.82	\$219.32	\$156.51
		Adjustments				
Building Size		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Condition		\$0.00	(\$8.79)	(\$19.80)	(\$43.86)	(\$54.02)
Quality of Construction		\$29.54	\$22.84	(\$37.16)	(\$54.83)	\$23.48
Location		\$4.22	\$4.57	\$0.00	\$0.00	\$0.00
Other		<u>\$0.00</u>	<u>\$4.57</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3.13</u>
ADJUSTED VALUE/SF GBA		\$118.15	\$114.54	\$128.86	\$120.63	\$129.10
Reconciliation						
Sale Number		1	2	3	4	5
Property	Subject	O21102GF	O21101GF	O21102FG	O20104FG	O20103FG
ADJUSTED VALUE/SF GBA		\$118.15	\$114.54	\$128.86	\$120.63	\$129.10
Multiplied by GBA of Subject		<u>26,907</u>	<u>26,907</u>	<u>26,907</u>	<u>26,907</u>	<u>26,907</u>
Indicated Market Value of Subject		\$3,179,062	\$3,081,928	\$3,467,236	\$3,245,791	\$3,473,694
Weight Placed On Sale	100.00%	<u>20%</u>	<u>20%</u>	<u>30%</u>	<u>25%</u>	<u>5%</u>
Total Weighted Value	\$3,277,501	\$635,812	\$616,386	\$1,040,171	\$811,448	\$173,685
Comparable Sales Approach Stabilized Value		\$3,280,000	\$121.90 /SF GBA			
Deduction for Fit-Up, Lost Income, Lease Commission, and Entrepreneurial Incentive					-\$310,000	
Comparable Sales Approach As Is Value Estimate			\$2,970,000	\$110.38 /SF GBA		

The supporting documentation for the analyses and the development of the approaches to value is retained in the appraiser's work file. Based on the analyses, it is my opinion that the *as is* fair market value of the subject is, as of December 31, 2021, was \$2,930,000.

ASSUMPTIONS AND LIMITING CONDITIONS

This assignment was conducted, and the report presented, subject to the following assumptions and limiting conditions. The use and acceptance of this report indicates that the client accepts these assumptions and limiting conditions.

1. This is a restricted appraisal report that is intended to comply with the reporting requirements set forth under Standards Rule 2 of the Uniform Standards of Professional

Restricted Appraisal Report

Appraisal Practice. It provides a statement of the appraiser's opinion of value and conclusions. The rationale for how the appraiser arrived at the opinions and conclusions set forth in this report may not be understood properly without additional information, which is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use. The appraiser is not responsible for unauthorized use of this report.

2. No responsibility is assumed by the appraiser for matters that are legal in nature. The title is assumed to be good and marketable and the legal description, as furnished to me by others, is assumed to be true and correct.
3. The property is appraised as if free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been identified, defined, and considered in the appraisal report.
10. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

Restricted Appraisal Report

12. It is assumed that the utilization of the land and improvements is confined within the boundaries or property lines of the property described and that there are no encroachments or trespasses unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value, unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required discovering them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
16. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
17. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without the prior written consent and approval of the appraiser.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and in accordance with the Code of Professional Ethics of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, Petter N. Eriksmoen, have completed the Continuing Education Requirements for Designated Members of the Appraisal Institute.
- As of the date of this report, I, Petter N. Eriksmoen, have completed the Standards and Ethics Education Requirements for Designated Members of the Appraisal Institute.
- No one provided significant real property appraisal assistance to the person signing this certification.

Restricted Appraisal Report

- The appraisal assignment was not based on a requested minimum valuation or specific valuation or approval of a loan.
- I have personally, physically viewed the exterior of the property that is the subject of this report, and reviewed available current interior imagery and online sources of property information to reliably verify the condition and quality of the improvements.

APPRAISAL SERVICES INC.



tm

Petter N. Eriksmoen, MAI
ND Certified General Appraiser #CG-21517
MN Non-Resident Appraiser: Certified General License #40367366

Attachments

Regional/Local Economic Conditions and Neighborhood Description
Comparable Improved Property Sales
Appraiser's Qualifications and Certification

ATTACHMENTS

**REGIONAL/LOCAL ECONOMIC CONDITIONS
AND
NEIGHBORHOOD DESCRIPTION**

Community & Regional Data

The appraised property is located on southwest side of Fargo, ND as related on the area map that follows. Fargo is the largest community in the state and the nucleus of a metropolitan area consisting of Fargo and West Fargo, ND, and Moorhead and Dilworth, MN. The area is the regional center for retail and wholesale trade, transportation, finance, industry, education, culture, medicine, entertainment, and conventions. This has resulted in the metropolitan area maintaining a stable, long-term growth rate, favorably affecting real estate.

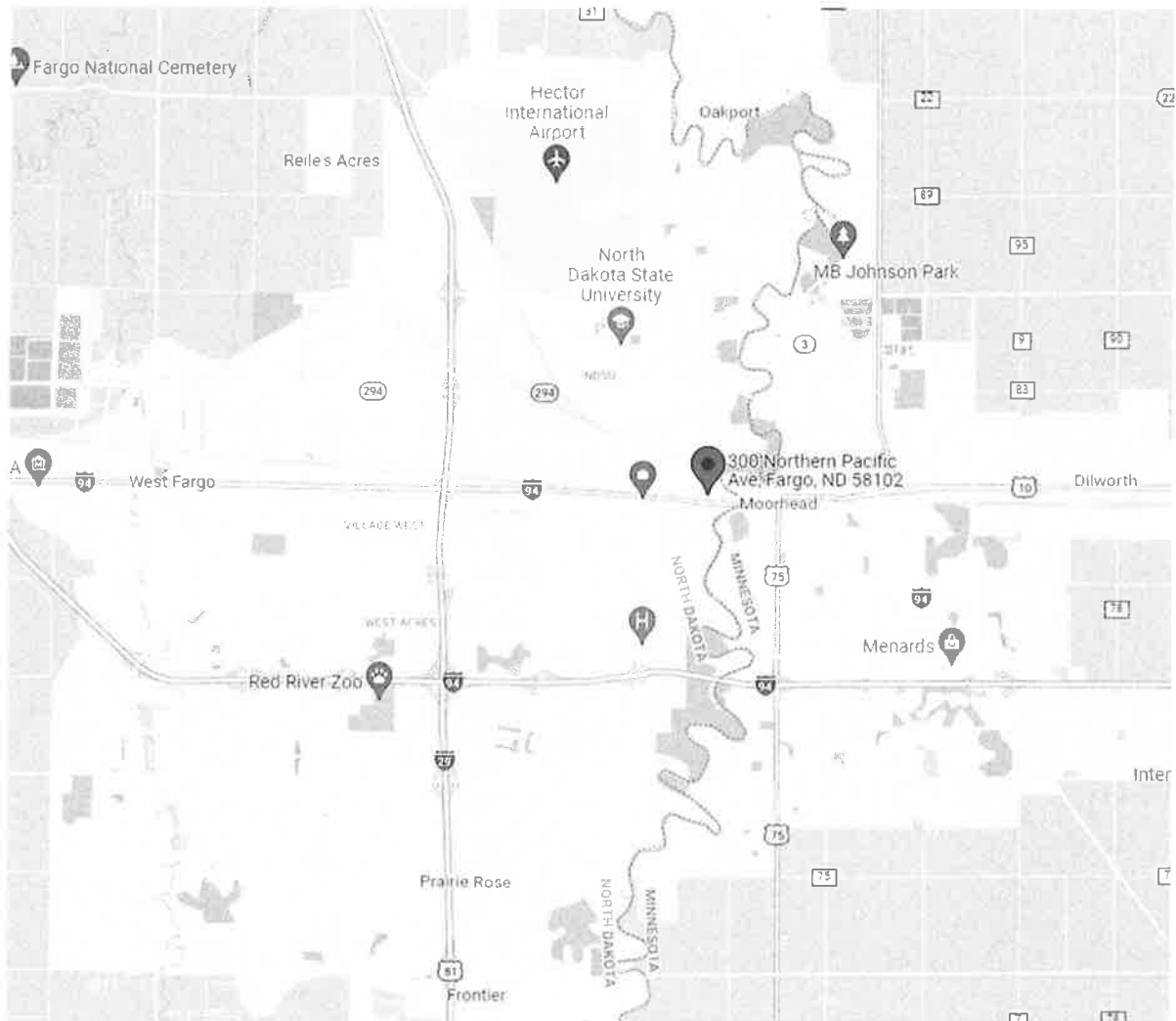


Image © Google 2022

The general growth trend for the community is in a south/southwesterly direction. The Red River (North Dakota/Minnesota border), North Dakota State University, a regional airport and the community's industrial park restrict growth of the north portion of the community. The north

Fargo-Moorhead MSA Population				
	1990	2000	2010	2020
Fargo, ND	74,437	91,324	105,935	125,990
West Fargo, ND	12,390	15,534	25,927	38,626
Horace, ND	<u>664</u>	<u>1,853</u>	<u>2,432</u>	<u>3,085</u>
	87,491	108,711	134,294	167,701
Moorhead, MN	32,295	32,177	38,065	44,505
Dilworth, MN	<u>2,558</u>	<u>3,076</u>	<u>4,024</u>	<u>4,612</u>
	34,853	35,253	42,089	49,117
Metro Total	153,296	174,367	208,777	246,145*

Source: U.S. Census (*=2019 ACS Estimate)

side of the community is nearly fully developed. West Fargo is located immediately west of Fargo. These two communities continue to grow together around the regional retail center on the southwest edge of the Fargo. Most of the new residential development is occurring on the south and southwest edges of the metro area.

The metro has maintained strong employment over the past five years, as indicated in the table above. Due to the economic issues caused by the spread of COVID-19, beginning in mid-March, unemployment claims spiked in March and April 2020, and have declined and stabilized since. The annual average labor force, and unemployment data for the FM metro, North Dakota, Minnesota, and the nation, is included in the following table, indicating an increase in unemployment across the board. However, these are average figures. The current Bureau of Labor Statistics Local Area Unemployment Statistics (LAUS) information for November 2021 (not seasonally adjusted) is included at the bottom of the table indicating unemployment rates substantially below the 2020 averages indicating that the labor market and economy have improved.

Year	Fargo-Moorhead MSA				ND	MN	National
	Labor Force	Employed	Unemployed	Rate	Rate	Rate	Rate
2016	136,112	132,597	3,515	2.6%	3.1%	3.9%	4.9%
2017	138,238	134,956	3,282	2.4%	2.6%	3.4%	4.4%
2018	136,717	133,384	3,333	2.4%	2.5%	3.0%	3.9%
2019	138,615	135,434	3,181	2.3%	2.3%	3.2%	3.7%
2020	141,249	135,096	6,153	4.4%	5.1%	6.2%	8.1%
Rates as of Nov. 2021 BLS LAUS Data				1.8%	3.2%	3.3%	3.9%

Source: Bureau of Labor Statistics

The Federal government had passed a substantial stimulus package in March and the State was making it easier to collect unemployment. The ND Governor's office decision to allow an executive order that forced restaurants and bars to close for in-facility dining, and that closed fitness centers and personal services (massage, spa, nails, etc.) expired on April 30, 2020, with these businesses being allowed to reopen subject to additional restrictions to promote public safety. This appears to have significantly curtailed initial and continued unemployment claims as many of these were coming out of the hospitality and service sectors, evidenced by a significant drop in new and continued claims from May 1, onward. A variety of occupancy restrictions for certain service businesses, mask mandates, and other executive orders were put in place throughout 2020, most of which have expired or been terminated by the ND Governor's office. Economic activity in the FM metro is now largely considered to be operating unrestricted from any government mandate.

The economic downturn in late 2008 had a limited impact on the area due to the stability of the local and regional economy, and its continued population growth. The metro area is the major population center in the region, surrounded by rich agricultural land. It is also a regional distribution, education, medical and business center. Lending practices in the region are more conservative than in other parts of the nation. All these conditions have helped the local economy continue to grow, even during periodic downturns in the national economy. This bodes well for the metro area during the current COVID-19 pandemic since the area historically fares better than the national average in economic downturns and experiences strong population growth.

The metro area is located at two intersecting interstate highways, which is one of the major factors responsible for the metropolitan area developing into a regional distribution and industrial center. The current industrial and warehouse inventory is estimated to exceed 20 million square feet and experiences a vacancy rate of about three percent. Most of the industrial space in the local market is owner-occupied. My firm is currently in the process of developing an updated industrial survey but have noted through my appraisal practice, that vacancies remain relatively low, with no signs of an oversupply. Locally and nationally, industrial property markets are stronger than most other asset classes due to the continued growth of “last-mile” delivery and supply chain logistics.

The FM metro is the home to the corporate headquarters for numerous national and multi-national groups including RDO Equipment Company (which recently moved their headquarters into a new mid-rise tower in downtown Fargo), Bobcat Americas (a division of Doosan), Butler Machinery, Scheels, Bell Bank, Blue Cross Blue Shield North Dakota, Noridian Healthcare Solutions, Amity Technology, and Aldevron, in addition to Border States Industries. These companies alone employ more than 20,000 individuals.

The metro area is the primary business center in the region and has experienced strong office growth. The local market includes several corporate headquarters or large satellite offices including a Microsoft campus containing about 382,000 square feet. Appraisal Services Inc. develops a bi-annual office survey for the metro area. Nominal office growth occurred in the CBD for many years, but the revitalization of this neighborhood has led to new office and retail space being developed, which has pushed vacancy figures in the neighborhood above 12%. Our firm develops bi-annual office and retail surveys for the metro area, the April 1, 2021 results of which are below.

All Office as of April 1, 2021									
	Downtown	North Fargo	Midtown	West Acres	South Fargo	SW Fargo	West Fargo	Moorhead	Total
Inventory (SF)	2,335,327	175,418	1,163,637	1,864,530	1,012,414	2,532,321	760,644	634,811	10,479,102
Vacant (SF)	293,654	9,420	66,226	163,168	62,356	329,779	78,022	41,025	1,043,650
% Vacant	12.57%	5.37%	5.69%	8.75%	6.16%	13.02%	10.26%	6.46%	9.96%

All Office Historic Vacancy									
Period	Downtown	North Fargo	Midtown	West Acres	South Fargo	SW Fargo	West Fargo	Moorhead	Total
July 1, 2019 (Q2)	12.69%	10.69%	8.39%	6.29%	17.75%	8.28%	N/A	N/A	10.14%
October 1, 2019 (Q3)	11.90%	6.35%	6.64%	8.24%	14.79%	6.66%	4.55%	7.54%	8.84%
July 1, 2020 (Q2)	12.33%	2.39%	4.87%	8.55%	6.12%	8.34%	7.85%	8.31%	8.48%
April 1, 2021 (Q1)	12.57%	5.37%	5.69%	8.75%	6.16%	13.02%	10.26%	6.46%	9.96%

The growth of residential and commercial property in the community is reflected in the following building permit summary, indicating that most of the metro area growth occurs in the Fargo market. Single-family housing construction in Fargo has averaged a rate of 399 starts per year over the last five years. New starts had been decreasing but saw a substantial increase in 2020, as multi-family and commercial permits also experienced an increase.

Despite the national economic slowdown beginning in March 2020 due to the COVID-19 pandemic, the metro area has demonstrated a year-over-year increase in single family home sales volume and stable new single-family housing starts, with Fargo showing a year-over-year increase. Apartment construction in Fargo has averaged about 721 units per year from 2015 to 2019, with new starts decreasing significantly in 2019, and more than doubling in 2020. Vacancies increased to near 10% in 2018 and have been steadily declining with the most recent survey from December 2020 showing a metro-wide vacancy of around 5.5%, indicating a slowdown in construction and continued in-migration has strengthened occupancy. These are significant indicators relating to the commercial property market as the sustained population growth of the metro area is a primary catalyst for growth in all sectors of the commercial property market.

The Fargo growth rate has been stronger than Moorhead due to a differential in business and income expenses. The individual income tax, real estate taxes, and unemployment insurance costs in Moorhead are higher than in adjacent North Dakota, making Fargo a more favorable business environment. The following table includes Fargo, West Fargo, Cass County, and North Dakota total taxable retail sales trends from 2016-2020.

METRO AREA BUILDING PERMIT SUMMARY										
SINGLE FAMILY				MULTIPLE FAMILY				COMMERCIAL PERMITS		
Year	# of Units	Total \$ Volume	% of Metro	# of Bldgs	# of Units	Total \$ Volume	% of Metro	New \$ Volume	% of Metro	Remodel \$ Volume
2016	1,111	262,101,497		40	1,136	99,165,376		171,096,413		191,304,192
2017	883	194,889,915		16	846	76,369,598		207,275,730		112,852,074
2018	848	198,814,312		37	1,238	135,764,578		161,616,620		155,362,293
2019	768	180,054,703		8	571	78,971,390		161,535,689		141,123,120
2020	<u>969</u>	<u>257,615,072</u>		<u>25</u>	<u>1,123</u>	<u>128,020,603</u>		<u>196,078,576</u>		<u>201,447,100</u>
20yr Avg	977	173,224,763	100.0%	37	1,028	77,019,790	100.0%	134,998,488	100.0%	97,944,074
10yr Avg	967	213,049,195	100.0%	34	1,254	107,769,488	100.0%	187,061,611	100.0%	131,832,605
5yr Avg	916	218,695,100	100.0%	25	983	103,658,309	100.0%	179,520,606	100.0%	160,417,756

FARGO BUILDING PERMIT SUMMARY										
SINGLE FAMILY				MULTIPLE FAMILY				COMMERCIAL PERMITS		
Year	# of Units	Total \$ Volume	% of Metro	# of Bldgs	# of Units	Total \$ Volume	% of Metro	New \$ Volume	% of Metro	Remodel \$ Volume
2016	476	122,155,124	46.61%	28	818	73,298,646	53.99%	86,914,623	53.78%	97,140,526
2017	444	98,869,545	50.73%	15	801	71,969,598	94.24%	115,265,485	55.61%	78,321,227
2018	313	81,838,949	41.16%	26	914	92,097,293	67.84%	119,031,408	73.65%	109,059,319
2019	312	76,979,647	42.75%	2	172	19,400,000	24.57%	116,258,978	71.97%	98,295,291
2020	<u>449</u>	<u>120,313,845</u>	<u>46.70%</u>	<u>16</u>	<u>1019</u>	<u>114,873,603</u>	<u>89.73%</u>	<u>136,056,323</u>	<u>69.39%</u>	<u>147,826,843</u>
20yr Avg	408	74,924,423	43.25%	22	729	54,475,558	70.73%	93,557,685	69.30%	62,696,138
10yr Avg	410	92,577,760	43.45%	23	911	77,135,239	71.57%	128,869,493	68.89%	85,999,235
5yr Avg	399	100,031,422	45.74%	17	745	74,327,828	71.70%	114,705,363	63.90%	106,128,641

Source: Home Builder's Association of Fargo-Moorhead

Total taxable retail sales are another indicator of economic strength and forecasting. The table below notes a substantial drop in total sales in Fargo, stability in West Fargo and modest growth in Cass County and the State overall, suggesting that 2019 reflected continued economic strength regionally. This was interrupted somewhat in 2020. West Fargo continued to experience growing sales, but Fargo's rate declined by about 5.5% while the State saw a 12.9% decline.

Total Taxable Retail Sales/Purchases								
Fargo			West Fargo		Cass County		State of ND	
Year	Total Sales	% Change	Total Sales	% Change	Total Sales	% Change	Total Sales	% Change
2016	\$2,578,604,632	-5.8%	\$353,797,858	-6.3%	\$3,001,106,671	-6.3%	\$11,229,439,088	-19.8%
2017	\$2,439,546,655	-5.4%	\$351,633,328	-0.6%	\$2,874,488,805	-4.2%	\$11,501,777,720	2.4%
2018	\$2,449,647,474	0.4%	\$385,629,222	9.7%	\$2,919,224,801	1.6%	\$11,949,352,921	3.9%
2019	\$2,480,551,345	1.3%	\$388,885,244	0.8%	\$2,959,501,874	1.4%	\$12,244,195,972	2.5%
2020	\$2,344,037,553	-5.5%	\$406,936,153	4.6%	\$2,842,788,188	-3.9%	\$10,667,651,600	-12.9%

Source: Office of the North Dakota State Tax Commissioner

Local higher education is a major stabilizing force for the metro area with two public universities (NDSU and MSUM), a private college (Concordia College) and several technical and vocational schools. These institutions have a combined student population exceeding 20,000. The financial impact of these institutions on the local economy is substantial. The table below shows total taxable retail sales from the two primary North Dakota communities that make up the metro.

The Central Business District (CBD) is a secondary commercial/residential hub in the community that has been overshadowed by the commercial development on the community's southwest edge, surrounding the West Acres Mall and major Interstate interchanges.

The CBD remains an office and business center and has developed into a boutique retail shopping and entertainment center. A resurgence of residential development over the last ten years has had a favorable impact on demand for commercial and residential space in the CBD. This redevelopment began with NDSU renovated and enlarged three major buildings in the CBD, expanding its campus into the CBD. This resulted in additional housing demand and numerous new housing projects. More than 400 new apartment units have been completed in the CBD over the last five years and several hundred more are currently planned or under construction. Restaurants, sports bars, and boutique retail uses are commonplace.

Various local non-profits and private companies are focused on marketing downtown Fargo as a walkable entertainment and shopping center in the community. These efforts have been successful, and the downtown area is transitioning into an upscale market segment of the community. Over 10,000 people work in the downtown area daily, per the City of Fargo, with over 2,000 apartment units in addition to condominiums. It is estimated that over 4,000 people reside in the Downtown neighborhood. These figures are expected to increase. The latest development project in the central core is an 18-story mixed-use office, retail, hotel, parking ramp and residential tower and plaza that will become the centerpiece of the Downtown neighborhood. A new public parking ramp has been developed at the corner of Roberts Street and 2nd Avenue, which is wrapped with apartments and commercial space, known as the Roberts Commons. Two regional hospitals, the primary facilities for two regional clinics and numerous small medical and dental clinics are also considered a major stabilizing force for the local economy. In July 2017, Sanford Health opened a one million square foot, state-of-the-art regional medical center on the south side of I-94 between 45th Street South in Fargo and Veterans Boulevard in adjacent West Fargo. The total project cost was nearly \$500 million.

The retail space in the metropolitan area totals more than 10,000,000 square feet with about 80% of the square footage in the Fargo portion of the market. The major retail center is the West Acres Mall, which contains more than 800,000 square feet. This mall is in the southwest quadrant of the 13th Avenue/ Interstate 29 interchange. The primary corridors are 13th Avenue, and 45th Street. This area now accounts for approximately 50% of the retail space in the metropolitan area. The area surrounding West Acres is developed with a major concentration of motel rooms, restaurants, entertainment facilities, new office growth and new apartment units. The vacancy rate for retail space in Fargo, as of April 1, 2021, is indicated in the following tables.

All Retail as of April 1, 2021									
	Downtown	North Fargo	Midtown	West Acres	South Fargo	SW Fargo	West Fargo	Moorhead	Total
Inventory (SF)	808,017	414,114	1,013,436	3,629,410	1,105,993	1,162,344	1,477,040	1,541,418	11,151,772
Vacant (SF)	85,816	36,277	73,504	362,964	60,625	95,695	64,774	337,296	1,116,951
% Vacant	10.62%	8.76%	7.25%	10.00%	5.48%	8.23%	4.39%	21.88%	10.02%

All Retail Historic Vacancy									
Period	Downtown	North Fargo	Midtown	West Acres	South Fargo	SW Fargo	West Fargo	Moorhead	Total
July 1, 2019 (Q2)	8.47%	7.29%	5.24%	8.33%	4.71%	7.58%	N/A	N/A	7.32%
October 1, 2019 (Q3)	6.89%	7.31%	7.05%	7.71%	4.28%	7.22%	5.62%	18.58%	8.38%
July 1, 2020 (Q2)	7.82%	8.04%	7.05%	7.46%	6.07%	8.48%	5.82%	20.26%	8.96%
April 1, 2021 (Q1)	10.62%	8.76%	7.25%	10.00%	5.48%	8.23%	4.39%	21.88%	10.02%

The vacancy condition was elevated between 2008-2010 because of the downturn in the national economy and the significant growth that had been occurring in the metro area. The retail market strengthened over the last decade and experienced more strong growth. The retail market is changing with more shopping online and vacancies have again started to increase. This has impacted the occupancy of the West Acres Mall with the Sear's and Herberger's anchor stores closing. A portion of the Sears store was re-occupied by Best Buy. West Acres is planning a multi-million-dollar restaurant addition to the remainder of the old Sear's space with additional space to be added, the first of those restaurants, Crave, opened in fall 2019. The tertiary commercial neighborhoods in the metro area are the areas with elevated vacancy conditions.

In conclusion, the Fargo Metropolitan Area is the major regional center for all types of trade, services, and entertainment. This status has been beneficial as indicated by the steady growth summarized herein. Economic growth typically begins with employment growth. Employment growth is related to expanding demand for office and industrial space, which in turn increases the demand for housing, education, and healthcare services. As housing and population growth occur, the demand for retail services and space increases. As demonstrated by the community and regional statistics related in this section, the Fargo/Moorhead metropolitan area experiences steady growth, even during downturns in the national economy. The steady growth is expected to continue in the near-term as most economic indicators for the local market suggest that recovery from the spring 2020 economic "pause" has been strong with unemployment exceeding national averages, apartment occupancy is strengthening, the single-family residential market is experiencing stronger new permit volume than this time last year, and most service businesses are reopened at full, or near full capacity.

Neighborhood Description

Downtown Fargo has been rapidly transitioning from a secondary to primary commercial location in the community. The CBD has long been an office and business center and is now a boutique retail shopping and entertainment center. A resurgence of residential development and commercial renovations over the last ten years has had a favorable impact on demand for commercial and residential space in the CBD. Several hundred new apartment units have been completed here since 2015. Independent restaurant and retail uses are also becoming more commonplace. Various local non-profits and private companies are focused on marketing downtown Fargo as a walkable entertainment and shopping center in the community. These efforts have been successful, and the downtown area is transitioning towards becoming the upscale market segment in the community with boutique retail and entertainment venues. It has also become the destination for several large national and multi-national corporations including

Bobcat Doosan and RDO Companies. There are an estimated 18,000 jobs in the in the downtown area and 1,200 businesses. It is estimated that over 4,000 people reside in the Downtown neighborhood, per 2016 data. This number has likely swelled to at least 5,000 given the number of new units, though a current estimate is not available.

Numerous major commercial building renovation projects have been completed/are currently underway, led most prominently by the Kilbourne Group. The Kilbourne Group is a real estate development and management company whose mission is to increase the economic and cultural strength of the Downtown Fargo neighborhood. Their efforts have been largely successful, as vacant, and underutilized properties have been redeveloped to support good quality office, retail, and residential occupancies. In addition, the last several years have seen a notable increase in sales activity in the downtown area, relative to the early 2000s and 2010s.

A partnership, between Kilbourne Group, RDO Companies, Aparium Hotel Group, and the City of Fargo, recently completed the Block 9 project (now known as the RDO Building), an 18-story mixed-use office, retail, hotel, parking ramp and residential tower and plaza that has become the centerpiece of the Downtown neighborhood. It will further strengthen the visibility and economic development of Downtown Fargo, bringing more than 600 new employees to the neighborhood, which should increase the demand for housing and retail services. This building is just five blocks northwest of the subject along Broadway.

The Kilbourne Group opened a new public parking ramp at the corner of Roberts Street and 2nd Avenue, which is wrapped with the apartments and commercial space, of Roberts Commons. Kilbourne also recently finished another 70+ unit mixed use building, known as the Dillard, to its north. Another 100-unit mixed use property is under construction at the corner of Broadway and 4th Avenue, known as the Mercantile, served by another 367-space structured parking facility. The ICSC completed a study that noted the average US office worker supports about 30 square feet of restaurant and retail space and spend \$96 per week eating lunch and shopping, suggesting the estimated 650 employees located at Block 9 would support about 15,000 square feet of retail and restaurant development in the neighborhood. This should be a major economic boost to the neighborhood as RDO will have the largest workforce footprint in the neighborhood following completion of their Field Support Office facility located on the first 5 levels of the tower.

Kilbourne Group is developing another mixed-use project known as The Kesler, which house 109 apartments and 9,000 square feet of commercial space, planned to open in Summer 2022. A \$30 million mixed-use project known as the Landing at 1001 NP is being constructed with 154 units, 217 parking stalls, and 5,000 square feet of apartment spaces three blocks southwest of the subject, as the corner of 10th Street and NP Avenue.

Two sets of mainline railroad tracks border the north and south sides of downtown. The heart of Downtown is considered to exist between these tracks along the Broadway corridor, highlighted in yellow in the GIS imagery on the preceding page. The subject is in the southeast portion of the district, along NP Avenue, depicted by the yellow arrow.

A floodwall and realignment of 2nd Street North was completed in 2018 to protect downtown from periodic flooding of the Red River. Concurrent with this realignment project, the City of Fargo constructed a brand-new City Hall facility adjacent to the downtown Fargo Civic Center and Fargo Public Library campus. Directly north of City Hall, a 39-unit, upscale residential condominium project is nearing completion, known as the City Centre Lofts. All the units sold out in less than two years. A major medical facility, the Sanford Medical Center-Broadway is also a major draw to the neighborhood.

Nearly 400 new apartment units have been developed between University Drive and 10th Street along 3rd and 4th Avenue North, depicted in the imagery below, with more under construction. The subject is in this neighborhood, indicated by the red arrow. There have been five new market rate apartment projects developed in this neighborhood since 2015, and NDSU's downtown campus which houses their business school is two blocks to the south. The renovation of the old Mathison's (on University Drive) and the Historic Union Storage buildings along NP Avenue, along with this new apartment growth, has had the effect of extending the Downtown core westward to University Drive.

A six-block stretch of mixed-use commercial properties bordering Main Avenue (outlined in red) is also experiencing an economic resurgence with many older mixed-use properties being renovated. This area includes two major bank buildings the anchor the southern portion of the CBD and is immediately west of the subject neighborhood.



Image: City of Fargo GIS 2018 – Overlays by appraiser

Overall, the downtown neighborhood continues to experience rapid new development, expansion, and influx of jobs and residents. Commercial and residential vacancies indicate that there continues to be new demand for commercial and residential space. The subject will benefit

from the Downtown status as a major entertainment, restaurant, and office center. The location should experience suitable demand resulting in a stable or appreciating value trend for the appraised property in the near term.

COMPARABLE IMPROVED PROPERTY SALES

Sale No. O21102GF



Sale Date:	12/28/2021	Address:	33 3rd Street South
Sale Price:	\$2,800,000		Grand Forks, ND
Gross Building Area:	55,357 sq.ft.	Price/SF GBA:	\$50.58/sq.ft.
Net Rentable Area:	33,180 sq.ft.	Price/SF NRA:	\$84.39/sq.ft.
Site Area:	58,730 sq.ft.	Data on Recording:	WD #822122
Estimated Site Value:		Zoning:	B-4
Year Built:	1900-2000	Days on Market:	Private
Fire Sprinkler:	Yes	Condition:	Good
Tenancy:	MTO	Quality:	Good
Elevator:	Yes	Location:	GF CBD
		Site Imp:	Adequate
Grantor:	Architectural Properties, LLP	Verified To:	PNE
Grantee:	Old Town Investments, LLC	Verified By:	Records/Seller
Legal:	Auditors Resubdivision #29 - PID44-1147-002.00		

Remarks: Mixed use bldg full renovation in 2000 w/ addition. Main floor commercial w/ 21 upper level apartments. 9,320 SF of heated garage on main floor in GBA. Larger common areas as well. \$511,000 of forgivable mortgage assumed by buyer as contingency of sale. 100% occupied at sale. Stabilized NOI of \$188,065. 52 exterior parking, 21 indoor parking

Financing: Conventional w/ partial forgivable

Sale No. O21101GF

Sale Date:	10/21/2021	Address:	402 Demers Avenue
Sale Price:	\$2,505,000		Grand Forks, ND
Gross Building Area:	31,535 sq.ft.	Price/SF GBA:	\$79.44/sq.ft.
Net Rentable Area:	22,186 sq.ft.	Price/SF NRA:	\$112.91/sq.ft.
Site Area:	13,050 sq.ft.	Data on Recording:	WD #820232
Estimated Site Value:		Zoning:	B-4
Year Built:	1998	Days on Market:	
Fire Sprinkler:	Yes	Condition:	Ave-Good
Tenancy:	MTO	Quality:	Good
Elevator:	Yes	Location:	GF CBD
		Site Imp:	Limited
Grantor:	Grand Forks Growth Fund	Verified To:	PNE
Grantee:	Greater Grand Forks Vision, LLC	Verified By:	Records/Seller

Legal: Lot C in Block 22, of the replat of Lot B, of the replat of Lots 1-6, Block 22, Original Townsite of Grand Forks-PID 44-0001-00269-001

Remarks: 3-story office bldg sold by City which developed after '97 flood. Main floor storefronts vacant. 2nd flr had accounting office, 3rd floor had GSA (SS Office). City decided to sell and listed for bids. Forecast stabilized NOI of \$221,725. Skyway easement encumbering 2nd floor reason for lower NRA vs GBA.

Financing: Conventional

Sale No. O21102FG



Sale Date:	8/9/2021	Address:	102 Broadway
Sale Price:	\$4,950,000		Fargo, ND
Gross Building Area:	26,639 sq.ft.	Price/SF GBA:	\$185.82/sq.ft.
Net Rentable Area:	26,551 sq.ft.	Price/SF NRA:	\$186.43/sq.ft.
Site Area:	14,000 sq.ft.	Data on Recording:	SWD #1641732
Estimated Site Value:	\$210,000	Zoning:	DMU
Year Built:	1964	Days on Market:	Private
Fire Sprinkler:	Yes	Condition:	Good
Tenancy:	MTO	Quality:	Good
Elevator:	Yes	Location:	Downtown
		Site Imp:	Limited
Grantor:	DFI Broadway 102, LLC	Verified To:	PNE
Grantee:	Irish Properties X, LLC	Verified By:	Records/Buyer
Legal:	Lots 1 and 2, Block 2, Roberts Addition to the City of Fargo, Cass County, North Dakota (PID 01-2381-00280-000)		
Remarks:	Multi-tenant commercial building with 5 main floor retail tenants and single upper-level office tenant. 16 basement parking stalls. 100% occupied at sale. 2020 NOI=\$352,891 indicating 7.13% OAR. Property underwent complete interior and exterior remodel in 2007 including all new mechanical.		
Financing:	Conventional 75% LTV		

Sale No. O20104FG

Sale Date:	10/15/2020	Address:	505 Broadway N, Unit C1
Sale Price:	\$8,500,000		Fargo, ND
Gross Building Area:	43,498 sq.ft.	Price/SF GBA:	\$195.41/sq.ft.
Net Rentable Area:		Price/SF NRA:	N/A
Site Area:	41,206 sq.ft.	Data on Recording:	WD# 1608730
Estimated Site Value:		Zoning:	DMU
Year Built:	1914/2006	Days on Market:	100
Fire Sprinkler:	Yes	Condition:	Good
Tenancy:	MTO	Quality:	Good
Elevator:	Yes	Location:	Fargo CBD
		Site Imp:	Moderate
Grantor:	Sterling Development Group Two,	Verified To:	PNE
Grantee:	Irish Properties VIII	Verified By:	Records/Seller
Legal:	Historic Ford Building Condominium, Unit C1, City of Fargo, Cass County, North Dakota		
Remarks:	Commercial unit of a downtown condominium redevelopment of old Ford manufacturing building. GBA includes 4,741 SF basement (rented storage), 15,585 SF main, 6,718 SF mezzanine office, and 16,454 2nd floor. Multi-tenant occupancy w/ 4.9% vacancy at time of sale. Primary tenant is Dawson Insurance w/ 52% occupancy recently fit up for \$1,070,000. 10.5-Yr lease. 6.57% OAR at stabilized, reconstructed NOI of \$558,434. GBA does not include 10,220 parking garage contributing \$26,508 in annual income. Originally asking \$9,100,000. + \$23,942 in specials		
Financing:	Seller providing \$1,700,000 note w/ 20-yr AM at 5% and 5-yr balloon		

Sale No. O20103FG

Sale Date:	6/18/2020	Address:	1213 NP Avenue
Sale Price:	\$6,060,004		Fargo, ND
Gross Building Area:	41,531 sq.ft.	Price/SF GBA:	\$145.92/sq.ft.
Net Rentable Area:	41,531 sq.ft.	Price/SF NRA:	\$145.92/sq.ft.
Site Area:	38,600 sq.ft.	Data on Recording:	SWD #1594718
Estimated Site Value:		Zoning:	DMU
Year Built:	1950/2016	Days on Market:	
Fire Sprinkler:	Yes	Condition:	Good
Tenancy:	MTO	Quality:	Good
Elevator:	Yes	Location:	CBD
		Site Imp:	Adequate
Grantor:	DFI 1213 NP, LLC	Verified To:	PNE
Grantee:	Irish Properties VI, LLC	Verified By:	Records/Buyer
Legal:	Lots 1-9, Block 41 and parts of Lots 2 & 3, Block 42 of Roberts' 2nd Addition to City of Fargo, Cass County, North Dakota		
Remarks:	Sale price was \$5,900,000 with seller assuming purchase contract of \$550,000 from buyer for separate property. Seller also provided \$600,000 note for tenant improvements, amortized at 5.5% over 10 years. Building was 75% vacant at time of sale with buyer occupying 35% following acquisition, which would reflect a 4.9% in-place cap rate at \$5,900,000.		
Financing:	28.5-Year Amortization of \$5,350,000 at 4.75% with balloon due at 36 months. Includes \$143,480 in unpaid specials and \$16,525 in WIP specials.		

APPRAISER'S QUALIFICATIONS & LICENSES

QUALIFICATIONS OF PETTER N. ERIKSMOEN, MAI

EDUCATION:

Concordia College, Moorhead, MN, Bachelor of Arts, May 2010

Seminars & Workshops -

- | | |
|---|---|
| Basic Appraisal Procedures, 6/12 | Advanced Concepts & Case Studies 11/16 |
| Basic Appraisal Principles, 7/12 | Advanced Market Analysis & Highest & Best Use, 2/17 |
| 15-Hour USPAP Qualification, 7/12 | 2018-2019 USPAP Update, 12/17 |
| Site Valuation & Cost Approach, 9/12 | 2040 Comprehensive Plan Update, 4/19 |
| Sales Comparison Approach, 10/12 | Online Data Verification Methods, 7/19 |
| Income Approach/Part I, 2/13 | Online Small Hotel/Motel Valuation 8/19 |
| Income Approach/Part 2, 6/13 | Valuation Resources for Photovoltaic System, 8/19 |
| Real Estate Finance Statistics & Valuation 2/14 | 2020-2021 USPAP Update, 11/19 |
| Market Analysis & Highest & Best Use, 3/14 | Business Practices & Ethics 7/21 |
| Report Writing and Case Studies, 12/14 | Fundamentals of the Uniform Appraisal Standards
for Federal Land Acquisitions 8/21 |
| Quantitative Analysis, 2/15 | Comparative Analysis 8/21 |
| 2014-2015 USPAP Update, 8/15 | 2022-2023 7-Hour National USPAP Update 12/21 |
| 2016-2017 USPAP Update, 12/15 | |
| Advanced Income Capitalization, 2/16 | |

WORK EXPERIENCE:

- November 2010 through October 2011 – Non-Profit Independent Contractor
- October 2011 through July 2012 – Whole Foods Market (Supervisor)
- August 2012 through May 2015 – Appraisal Services Inc. (Apprentice Appraiser)
- June 2015 to present – Appraisal Services Inc. (Certified General Appraiser)

EXPERIENCE SUMMARY:

Approximate number of appraisals accomplished during the last five years:

Apartments	76	Motel	12
Office	122	Restaurant/Lounge	42
Retail	76	Vacant Land	38
Warehouse/Industrial	91	Church/School	0
Mini-Storage	1	Serv.Station/Car Wash	5
Mobile Home Parks	0	Special Purpose	12
Mixed Use	55	Comparable Rent Studies	0
Subdivision Analysis	22	Other	11

MEMBERSHIPS/LICENSES:

- North Dakota Certified General Appraiser Permit #CG-21517
- Minnesota Non-Resident Appraiser #40367366
- Designated Member – Appraisal Institute (MAI)

REFERENCES:

- Kory Werlinger, Bell Bank, 3100 13th Avenue South, Fargo, ND 58103, (701) 298-7109
- Tom Devorak, Bremer Bank, 1444 45th Street Southwest, Fargo, ND 58103, (701) 492-2631

North Dakota Real Estate Appraiser Qualifications and Ethics Board



Petter N. Eriksmoen

Is fully qualified
in the State of North Dakota as a

CERTIFIED GENERAL APPRAISER
ND Permit Number: CG-21517

Date of Issuance: 01/01/2022
Expiration Date: 12/31/2022

Appraiser Signature

Unless sooner suspended or revoked, as provided by law.

STATE OF MINNESOTA



Department of Commerce

PETTER NEALSSON ERIKSMOEN
1220 MAIN AVENUE
SUITE 125
FARGO, ND 58103

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that

Petter Nealsson Eriksmoen

1220 MAIN AVENUE
SUITE 125
FARGO, ND 58103

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of

Non-Resident Appraiser : Certified General

License Number: 40367366

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2023.

IN TESTIMONY WHEREOF, I have hereunto set my hand this August 25, 2021.

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce
Licensing Division
85 7th Place East, Suite 500
St. Paul, MN 55101-3165
Telephone: (651) 639-1599
Email: licensing.commerce@state.mn.us
Website: commerce.state.mn.us

Notes:

- **Individual Licensees Only - Continuing Education:** 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course.
- **Appraisers:** You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. Trainees do not qualify. For further details, please visit our website at commerce.state.mn.us.

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM
10 Roberts Street North
P.O. Box 6017
Fargo, ND 58108
Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY
Nancy J. Morris

ASSISTANT CITY ATTORNEYS
Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

5

December 8, 2022

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

RE: Ordinance amendment: Server Training (Article 25-15).

Dear Mayor Mahoney and Commissioners,

At the request of the Liquor Control Board and this commission, I am enclosing for your consideration, amendments to the server training ordinances located in Fargo Municipal Code sections 25-1501, 25-1503, 25-1511, and 25-1512.

This proposed ordinance expands required server training to persons involved in the stream of service of alcoholic beverages, as well as to security. In addition, instead of a 90 day "grace period" to obtain a server training certificate, persons required to attain a server training certificate must do so prior to beginning employment. The duty to maintain and timely provide these certificates to required entities will shift from the individual person to the business. Last, a waiver will no longer be available for first offense failures; and instead, a \$500 administrative penalty will be assessed to the business.

Suggested Motion: I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of an Ordinance amending sections 25-1501, 25-1503, 25-1511, and 25-1512, of Article 25-15, of Chapter 25, of the Fargo Municipal Code, relating to server training.

Sincerely,



William Wischer

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS
25-1501, 25-1503, 25-1511, AND 25-1512,
OF ARTICLE 25-15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE,
RELATING TO DEFINITIONS, LICENSE-QUALIFICATIONS,
LICENSED PREMISES-REQUIREMENTS FOR, AND LICENSES-TERMINATION,
SUSPENSION, REVOCATION, AND SANCTIONS.

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.

25-1501. - Definitions.

In this article, unless the context or subject matter otherwise requires:

* * * *

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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26. "Mandatory server training" shall mean server training that has been approved by the Fargo police department and/or its designee for ~~managers and employees~~ any person responsible for, or participating in, any activity involved in the stream of service of alcoholic beverages, including, but not limited to, selling, dispensing, serving, identification verification, and admission and security involved in selling alcoholic beverages at licensed liquor establishments, including restaurants. Mandatory server training applies to, but is not limited to, managers, servers, security, bartenders, and door attendants, or any employee in the capacity to determine compliance with applicable laws.

* * * *

Section 2. Amendment.

25-1503. – License – Qualifications.

No license shall be issued to any applicant except as follows:

* * * *

E. Mandatory server training (as defined by 25-1501(2126)) shall be required of all liquor licensees. Mandatory server training shall be completed prior to participation in the stream of service of alcoholic beverages as defined. Persons successfully completing the approved class will receive a "server training certificate eard," ~~which will remain with that individual wherever employed. The "server training certificate eard" is not required to be carried on the person so long as the same can be produced at a later date.~~ The "server training certificate eard" must be renewed every three (3) years on the anniversary date as shown on the said eard certificate. ~~For all new managers and employees not having previously received server training, there shall be a grace period of 90 days in which to successfully complete the approved class. On each license renewal date, One month prior to license renewal date,~~ the licensee shall provide the city with a roster of employees and a copy of employees' server training certificate as required by 25-1501 (26) evidencing current training status. ~~which can then be checked against the training records.~~ If the licensee is found to be not in compliance, license renewal for the upcoming year may be denied or delayed. Failure to comply with this section may result in administrative or other penalties.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Section 3. Amendment.

2 25-1511. – Licensed Premises – Requirements for.

3 * * * *

4 E. ~~Every holder of an alcoholic license in the city of Fargo shall implement a program of~~
5 ~~mandatory server training. The server training shall be approved by the Fargo Police~~
6 ~~Department and/or its designee. All current managers and employees working directly~~
7 ~~with the dispensing of alcoholic beverages must obtain and maintain a "server training~~
8 ~~certificate card". Said training must be completed within 90 days for current managers~~
9 ~~and employees. The "server training certificate card" is not required to be carried on~~
10 ~~the person so long as said card can be produced at a later date. The "server training~~
11 ~~certificate card" must be renewed every three (3) years by the anniversary date as~~
12 ~~shown on said card. For all new managers and employees not having previously~~
13 ~~received server training, there shall be a grace period of 90 days in which to~~
14 ~~successfully complete the approved class. Additionally, one month before each license~~
15 ~~renewal date, the licensee shall provide the city with a roster of employees which can~~
16 ~~then be checked against the training records. If the licensee is found to be not in~~
17 ~~compliance, license renewal for the upcoming year may be denied or delayed.~~

18 E. Mandatory server training (as defined by 25-1501(26)) shall be required of all liquor
19 licensees. Mandatory server training shall be completed prior to participation in the
20 stream of service of alcoholic beverages as defined. Failure of a licensee to produce
21 the required server training certificate for all employees subject to this requirement at
22 any time requested by any person authorized by the City to verify compliance may
23 result in administrative or other penalties.

24 Section 4. Amendment.

25 25-1512. – Licenses – Termination, suspension, revocation, and sanctions.

26 All licenses issued under the provisions of this article, unless otherwise specifically provided,
27 shall terminate on June 30th next following the date of issuance; provided, however, that any
28 license issued under the provisions of this article may, under certain circumstances, terminate
29 automatically or may be terminated, suspended or revoked by the commission.

30 * * * *

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 D. Penalties for failing compliance checks conducted by the Fargo police department
2 or designee are as follows:

- 3 1. First offense - \$500 penalty. ~~This penalty may be waived if the person serving~~
4 ~~the alcoholic beverages, as well as the management, have server training~~
5 ~~certificates. There will, however, be mandatory server training within 30 days~~
6 ~~for any employee or member of management not having server training. There~~
7 ~~will be no license sanction on a first offense.~~
- 8 2. Second offense - \$750 penalty. ~~No license sanction penalty.~~

9 * * * *

10 Section 5. Penalty.

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

15 Section 6. Effective Date.

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

18 _____
19 Dr. Timothy J. Mahoney, Mayor

20 Attest:

21 _____
22 Steven Sprague, City Auditor

23 First Reading:
Second Reading:
Final Passage:
Publication:



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (09-2021)

CC
 25.00
 11/28/22

(Ldo)

Applying for (check one)
 Local Permit Restricted Event Permit*

Games to be Conducted Raffle by a Political or Legislative District Party

Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddlewheels*

Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to Outdoor Adventure Foundation	Dates of Activity 3-18-23	If raffle, provide drawing date 3-18-23	
Organization or Group Contact Person BRIAN SOLUM	Title or Position PRESIDENT	Telephone Number 701 361-1888	
Business Address 415 38th St. S. Suite E	City FARGO	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Hilton Garden Inn Convention Center			
Site Address 4351 17th Ave. S.	City FARGO	ZIP Code 58103	County CASS

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
General Raffle	Sporting Goods	\$3,900.00
Raffle Boards	GUNS (6 BOARDS)	14,800.00
Raffle	Polaris ATV	7,885.00
Raffle	Hunting Blind Package	1,900.00
Raffle	Ice House Package	1,400.00
Total (limit \$40,000 per year)		\$29,885

Intended Uses of Gaming Proceeds
Provide hunting, fishing adventures for youth's diagnosed with cancer + Disabled Veterans.

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

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

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

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)
 Yes No

Organization or Group Contact Person

Name BRIAN SOLUM	Title PRESIDENT	Telephone Number 701 361-1888	E-mail Address BRIANS@ND.OAG.ORG
Signature of Organization or Group's Top Official Brian Solum		Title PRESIDENT	Date 11-28-22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9338 (09-2021)

101, 291, 8108

6057

25.00

12/7/22

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be Conducted Raffle by a Political or Legislative District Party

Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddlewheels*

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to North Central Bean Dealers Association	Dates of Activity 1/20/2023	If raffle, provide drawing date 1/20/2023	
Organization or Group Contact Person Jill Sweeney	Title or Position Director	Telephone Number 701-335-9714	
Business Address 2286 McCanna Street East	City McCanna	State ND	ZIP Code 58251
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Holiday Inn - Fargo			
Site Address 3802 13th Ave S	City Fargo	ZIP Code 58103	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	50% of the money received from sales of tickets - 1 ticket = \$1	500.00
Total (limit \$40,000 per year)		500.00

Intended Uses of Gaming Proceeds
North Central Bean Dealers Association Scholarship Fund - Scholarship money given to college bound students.

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

Yes No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)

Yes No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)

No Yes - Total Retail Value: (This amount is part of the total prize limit of \$40,000 per year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)

Yes No

Organization or Group Contact Person

Name Jill Sweeney	Title Director	Telephone Number 701-335-9714	E-mail Address jillr.sweeney@gmail.com
Signature of Organization or Group's Top Official 		Title Director	Date 11/18/2022

①

**CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH NOVEMBER 2022
(UNAUDITED)**

	2022 BUDGET	2022 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 36,589,924	\$ 37,032,713	\$ 442,789
Licenses & Permits	5,580,243	6,394,931	814,688
Fines & Traffic Tickets	2,138,589	1,352,038	(786,551)
Intergovernmental Revenue	19,828,760	17,298,113	(2,530,647)
Charges for Services	12,840,691	13,548,245	707,554
Interest	2,071,652	2,503,210	431,558
Miscellaneous Revenue	4,063,131	933,662	(3,129,469)
Transfers In	11,664,804	8,156,670	(3,508,134)
Total Revenues	\$ 94,777,794	\$ 87,219,582	\$ (7,558,212)
EXPENDITURES:			
City Administrator	\$ 8,065,429	\$ 8,041,198	\$ 24,231
Finance	7,962,769	7,732,003	230,766
Planning & Development	4,839,100	4,018,088	821,012
Public Works	16,364,261	16,563,993	(199,732)
Fire Department	14,303,709	14,113,668	190,041
Police	22,782,713	20,928,576	1,854,137
Health	11,485,485	13,095,234	(1,609,749)
Library	4,640,509	4,522,551	117,958
Commission	727,103	702,697	24,406
Social Services	749,514	504,079	245,435
Capital Outlay	1,226,482	825,161	401,321
Vehicle Replacement/IT	-	(16,818)	16,818
Contingency	(1,587,336)	(12,101)	(1,575,235)
Transfers Out	3,102,584	2,875,023	227,561
Total Expenditures	\$ 94,662,322	\$ 93,893,352	\$ 768,970
Excess of Revenue Over (Under) Expenditures	\$ 115,472	\$ (6,673,770)	\$ (6,789,242)



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Encroachment Agreement

Location: 101 23rd Street South

Date of Hearing: 11/7/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/12/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding an Encroachment Agreement at 101 23rd Street South.

In preparation of the Main Avenue reconstruction that will include a pedestrian detour, we are requiring the installation of sidewalks and ADA ramps along 1st Avenue South between 18th Street and 24th Street. During our survey of the areas, we identified an undocumented encroachment of a paved boulevard in the public right of way at 101 23rd Street South adjacent to 1st Avenue South. The property owner has asked to keep this paved surface for deliveries and parking. The encroachment is in good condition and we have worked with them to install a sidewalk in a location that can accommodate pedestrians and deliveries.

Staff is recommending to formalize this encroachment with the following stipulations:

- Insurance certificate indemnifying the City.
- Encroacher will be responsible for paying all costs above and beyond those the City would have incurred to return the area to a turf.
- Agreement expires upon sale or transfer of the property.
- Application fee for the encroachment in the amount of \$500.
- Annual fee in the amount of \$500.

The owner has requested to waive the fees associated with the encroachment. The paving encroachment has been in place for twenty plus years and supports the operation of his business.

The Committee discussed the request and is willing to grant the waiving of the fees to support getting the insurance needed for the paving encroachment.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to recommend approval of the Encroachment Agreement contingent upon the above criteria and waiving the application and annual fee.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement contingent upon insurance certificate indemnifying the City, encroacher will be responsible for paying all costs above and beyond those the City would have incurred to return the area to a turf, and the agreement expires upon sale or transfer of the property.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

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)

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

PWPEC ROA
11/07/01 -- Page 2


COMMITTEE

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Michael Redlinger, Interim City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, City Engineer
Terri Gayhart, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
<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"/>	

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, CE II
Date: November 2, 2022
Re: Encroachment Agreement at 101 23rd Street South – Stack Electric

Background:

We are requiring installation of sidewalks and ADA ramps along 1st Avenue South between 18th Street and 24th Street. The construction of this area began in 2021 and will continue through 2023. This is in preparation of the reconstruction of Main Avenue for a pedestrian detour route. During our survey of this area, we identified an undocumented encroachment of a paved boulevard in the public right of way at 101 23rd Street South adjacent to 1st Avenue South (see attachment).

The property owner has asked to keep this paved surface boulevard for deliveries and parking. This encroachment is in good condition and we have worked with them to install a sidewalk in a location that can accommodate pedestrians and deliveries.

As we discover undocumented encroachments, we require either the removal of the encroachment or an Encroachment Agreement with the City of Fargo.

Staff is recommending to formalize the existing encroachment with the following stipulations:

- Insurance certificate indemnifying the City.
- Encroacher will be responsible for paying all costs above and beyond those the City would have incurred to return the area to a turf.
- Agreement expires upon sale or transfer of the property.
- Application fee for the encroachment in the amount of \$500. Owner is asking to waive this fee (see attachment).
- An annual fee for the encroachment of the minimum annual payment \$500. Owner is asking to waive this fee (see attachment).

Recommended Motion:

Consider request to waive fees and approve the existing encroachment request at 101 23rd Street South.



City of Fargo, ND

This 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.

101 23rd Street S

1:282

3/14/2022 1:37 PM

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



STACKS'
ELECTRIC MOTOR & CONTROL REPAIR
101 SOUTH 23rd STREET
FARGO, ND 58103

11-1-2022

We have been in business since 1993. Shortly after opening we put in pavement for our customers & employees. (a contractor was hired & OK by the Fire Engineer Dept) After that time we use it for:

1. Loading & unloading customer items
2. Gas tank cabinet (required by Fire Dept) Pay a permit every year.
3. Repairing customer big items
4. A loader for snow removal
5. A large garbage container for their truck to pick up on pavement.
6. ADA sidewalk right through the middle (OK'd by Fire Engineer Dept.)

As you can see we are using that pavement all the time.

Please waive the application fee & the yearly fee for this small business.

All the work on right of way was recommended by city of Fargo at the time.

Marcella M. Stod *Mark A. Stod*
11-1-2022

ENCROACHMENT AGREEMENT

THIS AGREEMENT, is made and entered into by and between **MARCELLA M. STACK, LIFE ESTATE** and **MARK STACK** (as remainder owner/beneficiary), (“the Stacks” or “Owner”), and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, Marcella M. Stack is the life estate owner and Mark Stack is the remainder owner of property located at 101 23rd Street South, Fargo, North Dakota 58103. Owner desire to encroach on a portion of City public right of way (“PROW”) and continue to use this area to accommodate private parking;

WHEREAS, the purpose of this Encroachment Agreement is to detail the parties’ responsibilities with respect to the paved surface in the PROW; and,

WHEREAS, Owner has requested permission to continue to encroach on the PROW; and,

WHEREAS, Owner has agreed to execute this Agreement required by City to permit

private facilities to encroach on the PROW.

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

1. Owner owns all right title and interest in the property legally described as follows:

Lot 1, Block 7, Egbert, O'Neil & Haggarts Subdivision, situate in the City of Fargo, Cass County, North Dakota, according to the certified plat thereof.

2. Owner will be permitted to leave in place the existing paved surface on a portion of the PROW adjacent to the subject property, such property legally described as follows:

A tract of land in the Northwest Quarter of Section 12, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota more particularly described as follows:

Commencing at the northeast corner of Lot 1, Block 7 of Egbert O'Neil and Haggart's Subdivision on file as document A-8 at the Cass County Recorder's Office; thence North 87°45'20" West, on the north line of said Lot 1, a distance of 72.95 feet; thence North 02°14'40" East, perpendicular to said north line, a distance of 6.30 feet to the point of beginning; thence North 07°03'33" West a distance of 18.44 feet to the back of the south curb of First Avenue South; thence North 87°52'04" West, along said back of the south curb, a distance of 61.30 feet; thence South 12°01'42" West a distance of 18.34 feet; thence South 87°45'20" East, parallel with said north line, a distance of 67.40 feet to the point of beginning.

Said tract contains 1,167 square feet, more or less ("Encroachment Area").

3. Owner agrees that they will, during any use of the PROW, inspect, maintain, clean, repair and replace the paved surface, ensuring that the concrete is level and maintained to the proper grade to match the sidewalks on the adjoining properties, and provides a continuous, unobstructed, and safe pedestrian travel path. Owner agrees to use due care to protect city streets, utilities and all other public property, to minimize disruption to pedestrian travel, in accordance with PROWAG (Public Rights-of-Way Accessibility Guidelines) for any and all activities undertaken by Owner on the PROW. Owner shall not allow private parking to impact access to city sidewalk.

Owner shall be solely responsible for (1) snow removal; (2) sweeping and debris removal, including but not limited to gravel or other materials which may accumulate on the sidewalk and buffer; (3) ensuring proper drainage; (4) repair of any surface cracks and deterioration of the concrete surface; (5) removal of any trip hazards; and (6) any other activities necessary to ensure the safety of the traveling public.

4. Upon discontinuance of use of the PROW or removal of any of the paved surface, Owner shall restore and replace the PROW by installing ADA compliant pedestrian sidewalks in accordance with City Standards and Specifications, and shall restore the remaining portion of the PROW to greenspace, including establishment of grass, at City direction.

5. Owner will be allowed to continue to store propane tanks adjacent to the building as long as the storage meets all applicable codes as directed by Fargo Fire.

6. The parties further understand and agree that the cost of any repairs to the PROW occasioned by the permitted encroachment shall be Owner's sole responsibility, at Owner's sole cost.

7. In the event Owner fails to maintain the PROW to City's satisfaction, City agrees to notify Owner of the deficiencies. Except in the event of an emergency, as determined by City, Owner shall have 10 days after receipt of notice in which to undertake the necessary repairs to the paved surface in the PROW. Failure to complete the repairs in a timely manner shall result in City undertaking the work. The parties understand and agree that City shall assess the costs directly to the Owner's property following the Infrastructure Funding Policy in effect at the time of repairs. City will levy special assessments against the Owner's property to recover all costs of the Project, in accordance with North Dakota Century Code Chapter 40-22. Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code §40-22-17, and specifically consents to the construction of the improvements and to

the assessment of all costs thereof to the property. Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by City. Project costs, which may be assessed against the Owner's Property, include all costs of completing the project, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.

8. To the fullest extent permitted by law, Owner agrees to further hold the City harmless against any and all expenses, demands, claims or suits for damages or injury of any kind that may be brought against the City, its officers, agents and employees, its property, streets, sidewalks, and any other municipal improvements arising from Owner's use or occupation of the PROW. Owner further agrees to pay any and all costs the City incurs to enforce this indemnity provision, including attorney's fees. Owner also agrees to secure General Liability Insurance naming the City as an additional insured in an amount not less than \$1,000,000, and shall present the certificate of insurance to the City indicating acceptance by its insurer of its obligation to defend and hold the City harmless.

9. This Agreement is personal to Owner and shall terminate upon sale, transfer or assignment of the property. Subsequent owners may request permission to encroach, and enter into a separate agreement with City, which shall not be unreasonably withheld. The non-transferability of this Agreement is intended to assure the existence of the necessary insurance by the responsible party.

10. It is specifically understood and agreed that in the event City reconstructs or repairs the roadway or existing or future above or underground infrastructure adjacent to the Owner's property, City may require removal of the paved surface from the PROW. The parties understand and agree that City shall not be responsible for repair or replacement of the concrete surface in the

Encroachment Area; City shall neither repair or replace the concrete surface nor be responsible for any costs occasioned by the City work in the vicinity of the Encroachment Area.

11. It is further understood and agreed that within ninety (90) days' written notice from City, Owner shall remove the paved surface from the PROW as directed by City, allowing the City to re-take and to use the PROW. The City's request to remove, relocate, or restore the paved surface will be in the City's sole discretion, but shall not be arbitrary or without good reason. This Agreement does not provide for Owner's use of the PROW for a guaranteed minimum duration.

12. It is specifically agreed between the parties that a copy of this Encroachment Agreement may be recorded.

13. In the event Owner redevelops any portion of these lots, Owner understand and agrees that this Agreement shall terminate, and that Marcella Stack shall be required to remove the paved surface and comply with Fargo Municipal Code Ch. 20. Owner shall install ADA compliant pedestrian sidewalks in accordance with City Standards and Specifications, and shall restore the remaining portion of the PROW to greenspace, including establishment of grass, at City direction.

14. It is understood and agreed by and between the parties that this Agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist, provided City acknowledges that it is not aware of any current such limitations.

15. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

16. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

17. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

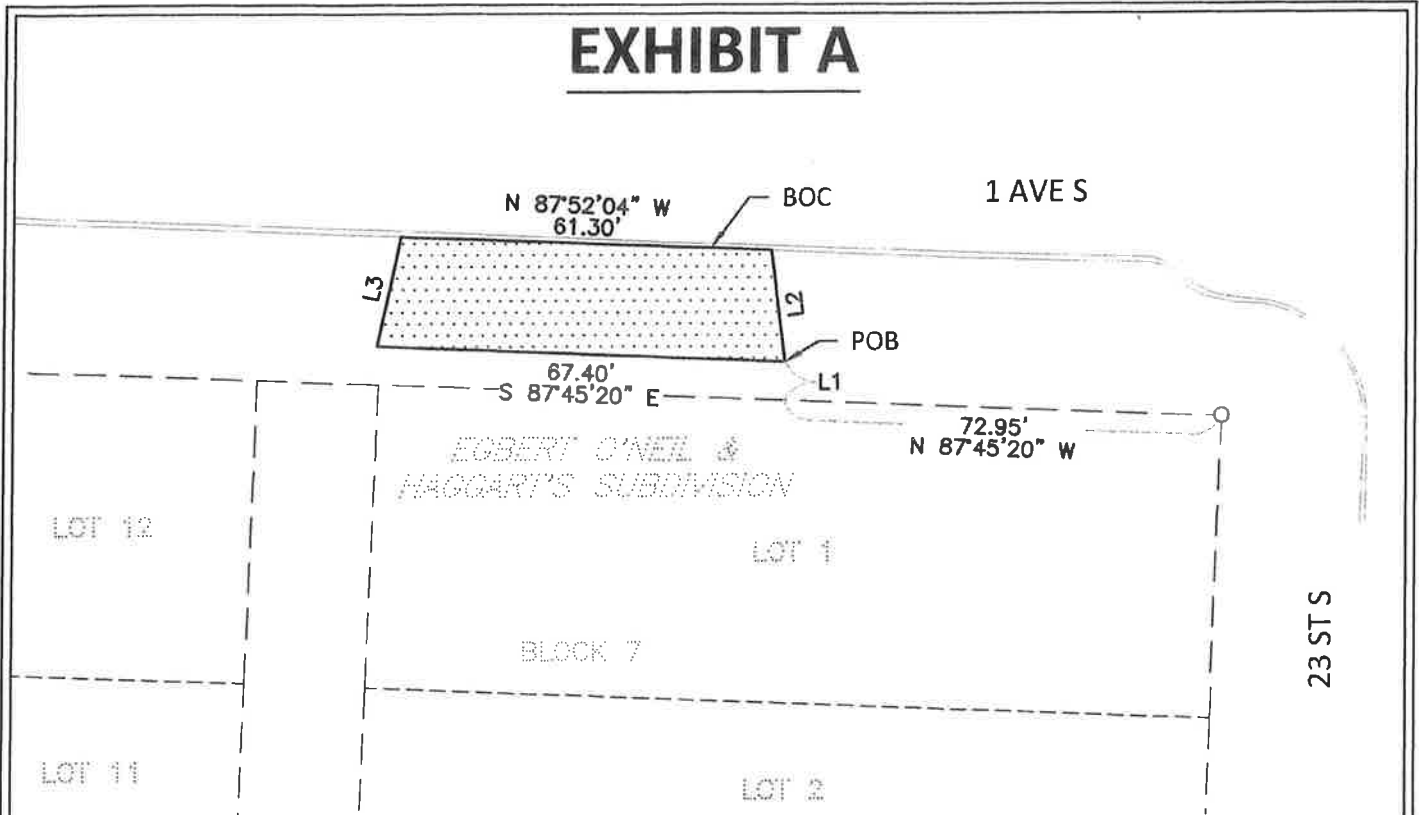
18. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

19. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

20. **EFFECTIVE DATE.** This Agreement shall be effective as of the date and year last signed by the parties below, as reflected by the date of acknowledgement thereof.

(Signatures on following pages)

EXHIBIT A



Description:

A tract of land in the Northwest Quarter of Section 12, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota more particularly described as follows:

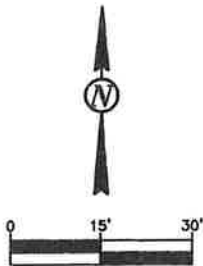
Commencing at the northeast corner of Lot 1, Block 7 of Egbert O'Neil and Haggart's Subdivision on file as document A-8 at the Cass County Recorder's Office; thence North 87°45'20" West, on the north line of said Lot 1, a distance of 72.95 feet; thence North 02°14'40" East, perpendicular to said north line, a distance of 6.30 feet to the point of beginning; thence North 07°03'33" West a distance of 18.44 feet to the back of the south curb of First Avenue South; thence North 87°52'04" West, along said back of the south curb, a distance of 61.30 feet; thence South 12°01'42" West a distance of 18.34 feet; thence South 87°45'20" East, parallel with said north line, a distance of 67.40 feet to the point of beginning.

Said tract contains 1,167 square feet, more or less.

Line Table		
Line #	Length	Direction
L1	6.30'	N 02°14'40" E
L2	18.44'	N 07°03'33" W
L3	18.34'	S 12°01'42" W

LEGEND

- ENCROACHMENT AREA
- MONUMENT FOUND
- LOT LINE
- RIGHT-OF-WAY



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992



RIGHT-OF-WAY ENCROACHMENT

FIRST AVENUE SOUTH, CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: OCTOBER 28, 2022

SHEET 1 OF 1

9

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-16-A1 Type: Negative Final Balancing Change Order #13
Location: 45th Street & 64th Avenue North Date of Hearing: 12/5/2022

Table with 2 columns: Routing, Date. Rows include City Commission (12/12/2022), PWPEC File (X), Project File (Roger Kluck).

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Negative Final Balancing Change Order #13 in the amount of \$-217,824.30, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #13 in the amount of \$-217,824.30, bringing the total contract amount to \$9,296,202.87.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Negative Final Balancing Change Order #13 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #13 in the amount of \$-217,824.30, bringing the total contract amount to \$9,296,202.87 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Table with 2 columns: 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 columns with N/A entries.

COMMITTEE

Table with 5 columns: Name, Present, Yes, No, Unanimous. Lists committee members and their voting status.

ATTEST:

C: Kristi Olson

Handwritten signature of Brenda E. Derrig, P.E., City Engineer.

Memorandum

To: Members of PWPEC

From: Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain

Date: November 23, 2022

Re: Project No. FM-16-A1 – Negative Final Balancing Change Order #13
North Side Flood Risk Management Levee

Background:

The project was advertised in August 2020, the project was awarded to Key Contracting in September 2020, and construction began shortly thereafter. The lift station went full operational in February 2022 ahead of the heavy spring runoff.

Change Order #1: This change order covered added work due to proximity of temporary drain bypass to an existing waste water ERF line, added excavation to install the wick drains, and added piping and valves to relocate an existing Cass Rural Water Line: \$57,084.00

Change Order #2: This change order covered revisions to the power line to the lift station to prevent possible breaks to the conduit experienced on another recent project using a similar detail. The new detail is being used on all future storm lift stations: \$907.50

Change Order #3: This is a no cost change order to revise the Milestone Date for installation of the sleeper Slab on CR 31.

Change Order #4: This change order covered lowering of the waste water line from the softball complex thru the levee to go below the inspection trench, covered existing ditch cleaning for the gate well outfall at the softball complex, covered an added message board for traffic safety, covered added detour signage requested by the township, and covered removal of rip rap in the old Harwood lagoon to allow for levee construction that was not visible until the water was pumped down: \$65,105.40

Change Order #5: This change order covered excavation support for private utilities to be lowered to keep the levee construction on schedule: \$29,870.50

Change Order #6: This change order covered a request by the FAA/Airport to added a trash rack at the existing storm sewer at 40th Avenue/Drain 10 and the existing storm lift station: \$16,540.00

Change Order #7: This change order covers the cost to add a field approach to replace an approach lost to the new levee: \$9,995.00

Change Order #8: This change order covered drainage improvements along 45th St N to account for relocation of the drainage due to the new levee north of the softball complex: \$47,668.50

Change Order #9: This change order revised a milestone completion date in 2021 at no cost.

Change Order #10: This was a no cost change order to revise the lift station operational milestone date.

Change Order #11: The change order covered added levee east of University, increasing of the power amperage to permit all 3 lift station pumps to run in an emergency, adding of improved pump oilers, and the addition of more robust covers onto the sluice gate controllers to prevent breakage during cold windy weather. \$54,862.70

Change Order #12: This change order covered some final pump system improvements, right of way cleanup along haul road requested by township, added crushed rock for access on the north and south sides of the lift station for maintenance, and additional brackets for grounding wires for future generator. \$20,457.27

Original Contract cost: \$9,211,536.30

Final Contract as a result of change orders: \$9,514,027.17

Final Pay Estimate: \$9,296,202.87

The final balancing change order of -\$217,824.30 reconciles the estimated quantities in the contract with the final quantities as measured in the field. All work on the Contract has been completed.

Recommended Motion:

Approve Negative Final Balancing Change Order #13 in the amount of -\$217,824.30 to Key Contracting.

Attachment

C: Jody Bertrand, Division Engineer



**CHANGE ORDER REPORT
FLOOD CONTROL CONSTRUCTION
PROJECT NO. FM-16-A1**

Final Balancing
Change Order

CASS COUNTY HWY 81 NEAR 64 AVE N TO UNIVERSITY DR NEAR 46 AVE N

Change Order No 10 **Change Order Date** 11/23/2022
Contractor 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 Change Order # 13
Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Curr Cont Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Storm Sewer		F&I Pipe 15" Dia Reinf Conc	LF	33	0	33	-33	0	0	\$85.00	-\$2,805.00
		F&I Flared End Section 15" Dia Reinf Conc	EA	1	0	1	-1	0	0	\$1,500.00	-\$1,500.00
		F&I Sluice Gate 15" Dia Stainless Steel	EA	1	0	1	-1	0	0	\$4,616.00	-\$4,616.00
				Storm Sewer Sub Total							-\$8,921.00
Flood Mitigation		Weed Control Type B	SY	145380	0	145380	-145380	0	0	\$0.20	-\$29,076.00
				Flood Mitigation Sub Total							-\$29,076.00
Erosion and Sediment Control	1	Sediment Control Log 6" to 8" Dia	LF	8145	0	8145	-244	7901	7901	\$2.20	-\$536.80
	6	F&I Slope Protection 5" Thick Reinf Conc	SY	2660	0	2660	-38	2622	2622	\$72.00	-\$2,736.00
Sanitary Sewer	7	F&I Erosion Control Blanket Type 3	SY	5280	0	5280	-2290	2990	2990	\$2.20	-\$5,038.00
	8	F&I Force Main 6" Dia	LF	160	0	160	24	184	184	\$85.00	-\$15,540.00
				Erosion and Sediment Control Sub Total							-\$8,310.80
				Sanitary Sewer Sub Total							\$2,040.00

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 (\$)
	10	Remove Pipe All Sizes All Types	LF	443	0	443	112	555	\$30.00	\$3,360.00
Water Main	20	Remove Pipe All Sizes All Types	LF	541	0	541	36	577	\$30.00	\$1,080.00
							Sanitary Sewer Sub Total			\$5,400.00
Pavement	25	F&I Class 5 Agg - 12" Thick	SY	2310	0	2310	60	2370	\$14.00	\$840.00
	26	F&I Pavement 8" Thick Reinf Conc	SY	712	0	712	-32	680	\$72.00	-\$2,304.00
	29	F&I Class 13 Agg - 12" Thick	SY	4900	0	4900	80	4980	\$13.00	\$1,040.00
	30	F&I Traffic Surface Gravel	Ton	4562	0	4562	-100	4462	\$32.00	-\$3,200.00
	32	F&I Sidewalk 4" Thick Reinf Conc	SY	145	0	145	-18	127	\$72.00	-\$1,296.00
							Water Main Sub Total			\$1,080.00
Miscellaneous	57	F&I Fence	LF	160	0	160	-110	50	\$155.00	-\$17,050.00
	58	F&I Fence Maintenance Free	LF	2220	0	2220	-20	2200	\$19.50	-\$390.00
	59	F&I Pre-Fabricated Vertical Drains	LF	61072	0	61072	8351	69423	\$2.50	\$20,877.50
							Pavement Sub Total			-\$4,920.00
Flood Mitigation	66	Excavation	CY	16922	0	16922	820	17742	\$4.50	\$3,690.00
	67	Fill - Import	CY	93317	0	93317	3196	96513	\$11.00	\$35,156.00
							Flood Mitigation Sub Total			\$38,846.00
Storm Sewer	87	F&I Pipe 24" Dia Reinf Conc	LF	355	0	355	3	358	\$75.00	\$225.00
	91	F&I Sluice Gate 24" Dia Stainless Steel	EA	4	0	4	-1	3	\$4,800.00	-\$4,800.00

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 (\$)
	92	F&I Sluice Gate 30" Dia Stainless Steel	EA	2	0	2	-1	1	\$5,200.00	-\$5,200.00
	96	F&I Box Culvert 13'x10' Wide Reinf Conc	LF	414	0	414	-104	310	\$1,540.00	-\$160,160.00
	99	F&I Rip Rap Rock	CY	700	0	700	-255	445	\$175.00	-\$44,625.00
	102	F&I Flared End Section 24" Dia Reinf Conc	EA	6	0	6	1	7	\$2,400.00	\$2,400.00
	103	F&I Flared End Section 30" Dia Reinf Conc	EA	5	0	5	-1	4	\$3,200.00	-\$3,200.00
Storm Sewer Sub Total									-\$215,360.00	

Summary

Source Of Funding
 Net Amount Change Order # 13 (\$)
 Previous Change Orders (\$)
 Original Contract Amount (\$) Total
 Contract Amount (\$)

Sales Tax Funds-Flood Control-460
 -\$217,824.30
 \$302,490.87
 \$9,211,536.30
 \$9,296,202.87

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

APPROVED

For Contractor

Thomas Martin

Title

President

APPROVED DATE

Department Head

T. KEE 12/6/22

Mayor

Attest

10

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-A3 Type: Negative Final Balancing Change Order #7

Location: Riverwood Addition Date of Hearing: 12/5/2022

Routing	Date
City Commission	12/12/2022
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, for Negative Final Balancing Change Order #7 in the amount of \$-60,588.45, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #7 in the amount of \$-60,588.45, bringing the total contract amount to \$2,814,909.59.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Negative Final Balancing Change Order #7 to Sellin Brothers.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Negative Final Balancing Change Order #7 in the amount of \$-60,588.45 bringing the total contract amount to \$2,814,909.59 to Sellin Brothers.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

B.E.D.
Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Date: December 5, 2022
Re: Project No. FM-19-A3 – Negative Final Balancing Change Order #7

Background:

Project No. FM-19-A3 is for the installation of an earthen levee and storm water pumping station in the Riverwood Addition located north of 40th Avenue North and east of 10th Street North.

Attached is Final Balancing Change Order #7 for this project totaling -\$60,588.45. Previous change orders #1 - 6 totaled \$19,571.04. Final contract amount is \$2,814,909.59.

Source of funding: Infrastructure Sales Tax Fund – Flood Control – 460.

Recommended Motion:

Approve Final Balancing Change Order #7 in the amount -\$60,588.45 to Sellin Brothers, Inc.

Attachments



CHANGE ORDER REPORT
RIVERWOOD FLOOD RISK MANAGEMENT PROJECT - GENERAL
PROJECT NO. FM-19-A3
RIVERWOOD ADDITION

Final Balancing
Change Order

Change Order No 7 Sellin Brothers, Inc Change Order Date 11/29/2022

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

EXPLANATION OF CHANGE Change Order # 7

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		Demolition	EA	3	3		-3	0	\$21,000.00	-\$63,000.00
		Rem & Repl Landscaping	LS	1	1		-1	0	\$3,050.00	-\$3,050.00
Miscellaneous Sub Total -\$66,050.00										
Flood Mitigation		Topsoil - Import	CY	500	500		-500	0	\$32.00	-\$16,000.00
		Subcut	CY	500	500		-500	0	\$4.75	-\$2,375.00
		Fill - Import	CY	500	500		-500	0	\$6.00	-\$3,000.00
Flood Mitigation Sub Total -\$21,375.00										
Miscellaneous	3	Temp Fence - Safety	LF	720	720	0	163	883	\$11.00	\$1,793.00
	6	Remove Tree	EA	102	102	0	3	105	\$285.00	\$855.00
	11	Inlet Protection - Existing Inlet	EA	7	7	0	-1	6	\$195.00	-\$195.00

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 (\$)
	13	Remove Landscaping	LS	0.9999999999999999	0	0.9999999999999999	0.16	1.16	\$2,850.00	\$456.00
	14	F&I Confif Tree Varying Height	EA	53	0	53	18	71	\$713.00	\$12,834.00
	15	F&I Decid Tree 1" Dia	EA	352	0	352	-4	348	\$253.00	-\$1,012.00
									Miscellaneous Sub Total	\$14,731.00
Storm Sewer	36	F&I Pipe 15" Dia	LF	212	0	212	2	214	\$45.00	\$90.00
	37	F&I Pipe 24" Dia	LF	102	0	102	2	104	\$75.00	\$150.00
	38	F&I Pipe 30" Dia	LF	504	0	504	4	508	\$96.00	\$384.00
	40	F&I Pipe 42" Dia Reinf Conc	LF	90	0	90	-3	87	\$246.00	-\$738.00
	41	F&I Pipe 48" Dia Reinf Conc	LF	252	0	252	-3	249	\$275.00	-\$825.00
									Storm Sewer Sub Total	-\$939.00
Paving	46	Remove Pavement All Thicknesses All Types	SY	819	0	819	477	1296	\$5.00	\$2,385.00
	51	F&I Edge Drain 4" Dia PVC	LF	254	0	254	28	282	\$11.50	\$322.00


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 (\$)
	52	F&I Curb & Gutter Mountable (Type I)	LF	254	0	254	21	275	\$40.00	\$840.00
	53	F&I Curb & Gutter Standard (Type II)	LF	23	0	23	4	27	\$50.00	\$200.00
	54	Remove Curb & Gutter	LF	277	0	277	25	302	\$6.25	\$156.25
	55	F&I Pavement 8" Thick Reinf Conc	SY	268	0	268	3	271	\$80.00	\$240.00
	56	F&I Sidewalk 4" Thick Reinf Conc	SY	799	0	799	43	842	\$77.00	\$3,311.00
	58	Remove Sidewalk All Thicknesses All Types	SY	1178	0	1178	43	1221	\$11.00	\$473.00
	61	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	386	0	386	46	432	\$105.00	\$4,830.00
Flood Mitigation	76	Overseeding	SY	28340	0	28340	-17448	10892	\$0.02	-\$348.96
								Paving Sub Total		\$12,757.25

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 (\$)
	77	Weed Control Type B	SY	28340	0	28340	-15587	12753	\$0.02	-\$311.74
	79	Inspection Trench	CY	2580	0	2580	158	2738	\$6.00	\$948.00
									Flood Mitigation Sub Total	\$287.30

Summary

Source Of Funding	Infrastructure Sales Tax Fund 460
Net Amount Change Order # 7 (\$)	-\$60,588.45
Previous Change Orders (\$)	\$19,571.04
Original Contract Amount (\$)	\$2,855,927.00
Total Contract Amount (\$)	\$2,814,909.59

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


 Sellin Brothers, Inc.
 Project Manager

APPROVED
 For Contractor
 Title

APPROVED DATE *12/6/22*
 Department Head *[Signature]*
 Mayor
 Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-C1

Type: Change Order #3

Location: Woodcrest Neighborhood

Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/12/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Change Order #3, in the amount of \$4,787.01, which is needed for additional work.

Staff is recommending approval of Change Order #3 in the amount of \$4,787.01, which brings the total contract amount to \$4,283,827.51.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Change Order #3 to Industrial Builders.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$4,787.01, bringing the total contract amount to \$4,283,827.51 to Industrial Builders.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

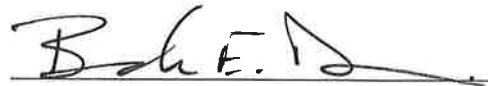
	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>N/A</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>N/A</u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>N/A</u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>✓</u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Cc: Nathan Boerboom, Division Engineer
Date: December 5, 2022
Re: Project No. FM-19-C1 – Change Order #3

Background:

Project No. FM-19-C1 is for the installation of an earthen levee and storm water lift station in the Woodcrest Neighborhood located along North & South Woodcrest Drive near Willow Road North.

During construction it was discovered that the incorrect castings/frames for storm sewer manholes located in the asphalt paving section were listed on the plans & specifications. Three castings needed to be upgraded to the self-leveling style casting at a cost of \$4,787.01.

Recommended Motion:

Approve Change Order #3 in the amount of \$4,787.01 to Industrial Builders, Inc.

Attachments



INVOICE

PO Box 739 - West Fargo, ND 58078 - 701.361.1919

Bill To: Industrial Builders
1307 County Road 17 N
West Fargo, ND

Invoice: FOR REVIEW
Date: 10/28/2022

Attn: Kerry Meske

Project: FM-19-C1 Woodcrest

Description	Qty	Unit	Price	Extended Price
Material Change - Castings	1.00	Isum	\$4,351.87	\$4,351.87

Balance Due: \$4,351.87

Thank You for your Business!

Woodcrest Casting
CHANGE

Guy Fox

From: Gatzke, Dan <Dan.Gatzke@coreandmain.com>
Sent: Friday, October 28, 2022 1:29 PM
To: Guy Fox
Cc: Clint Armstrong
Subject: RE: FOX - Woodcrest Casting Difference Please - 2022

4ea	3024 EJ Floater	1285.79/ea	5,143.16	Tax	319.66	Total	\$5,462.82
4ea	1733 Frame	193.20/ea	772.80	Tax	57.96	Total	\$830.76
Difference						Total	\$4,632.06

Dan Gatzke
Branch Manager
Core & Main LP
O: 701-219-7480
M: 701-367-5247
4900 19th Ave N
 Fargo, ND 58102
Dan.Gatzke@coreandmain.com

$3 - 3024 @ 1285.79 = 3857.37 + 239.74 = 4097.11$
 $3 - 1733 @ 193.20 = 579.6 + 36.02 = 615.62$
 $4097.11 - 615.62 = 3481.49$
 $3481.49 - 2570 = 811.49$
 $811.49 + 3440.38 = 4251.87$



This message is for intended addressee(s) only and may contain confidential, proprietary or privileged information, exempt from disclosure, and subject to terms at: <http://emailterms.coreandmain.com>

From: Guy Fox <guy@foxunderground.net>
Sent: Friday, October 28, 2022 1:03 PM
To: Gatzke, Dan <Dan.Gatzke@coreandmain.com>
Cc: Clint Armstrong <clint@foxunderground.net>
Subject: Re: FOX - Woodcrest Casting Difference Please - 2022

CAUTION: External

Mike love is asking that I show the exact cost of the material upgrade. Sorry if I didn't explain that well.

GF

Sent from my iPhone

Summary

Source Of Funding
 Net Amount Change Order # 3 (\$) Infrastructure Sales Tax Fund 460
 Previous Change Orders (\$) \$4,787.01
 Original Contract Amount (\$) \$142,101.80
 Total Contract Amount (\$) \$4,136,938.70
 \$4,283,827.51

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

CONTRACT DATES

Current Substantial Completion Date	Current Final Completion Date
8/15/2023	9/15/2023
Additional Days Substantial Completion	Additional Days Final Completion
0	0
New Substantial Completion Date	New Final Completion Date
8/15/2023	9/15/2023
Interim Completion Dates	
New Interim Completion Date #1	Current Interim Completion Date #1
New Interim Completion Date #2	Current Interim Completion Date #2
9/1/2022	9/1/2022
New Interim Completion Date #3	Current Interim Completion Date #3
11/1/2022	11/1/2022
New Interim Completion Date #4	Current Interim Completion Date #4
3/31/2023	3/1/2023
New Interim Completion Date #5	Current Interim Completion Date #5
5/15/2023	5/15/2023
New Interim Completion Date #6	Current Interim Completion Date #6
6/15/2023	6/15/2023
New Interim Completion Date #7	Current Interim Completion Date #7

APPROVED
For Contractor
Title

Industrial Builders, Inc.



Kerry M. Meske, Sr. Project Manager

APPROVED DATE

Department Head

Mayor

Attest


12/6/22

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-F1 Type: Final Balancing Change Order #5
 Location: Oak Grove Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	12/12/2022
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, for Final Balancing Change Order #5 in the amount of \$159,363.33, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #5 in the amount of \$159,363.33, bringing the total contract amount to \$6,852,976.13.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Final Balancing Change Order #5 to Meyer Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #5 in the amount of \$159,363.33, bringing the total contract amount to \$6,852,976.13 to Meyer Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:



Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Date: December 5, 2022
Re: Project No. FM-19-F1 – Final Balancing Change Order #5

Background:

Project No. FM-19-F1 is for the installation of an earthen levee, concrete floodwalls, sheet pile floodwall and a storm sewer gateway in the Oak Grove neighborhood.

Attached you will find correspondence from Houston Engineering regarding buried debris that was encountered during construction. Debris near the school and along South Terrace North had to be excavated, hauled and disposed at a total cost of \$77,411.60.

The parking lot near the horseshoe pit in Oak Grove Park was in poor condition prior to the project commencing and construction activities added to the deteriorated condition of the parking lot. In lieu of replacing the asphalt in irregular shapes the existing asphalt (3.5" thick) was removed and replaced with 6" asphalt and 6" aggregate base at a cost of \$44,667.05.

Liquidated damages to date totals \$291,000. After discussion with the Contractor due to site conditions and extra work performed during days where LD's were assessed we have agreed to assess 7 days of LDs @ \$2,000/day for Milestone No. 2 and 62 days of LDs @ \$3,000/day for Substantial Completion delays. Total LDs assessed to the Contractor will total \$200,000.

The Original Contract Amount was \$6,635,152.64. Change Orders #1-4 totaled \$58,460.16. Final Balancing Change Order #5 totals \$159,363.33. Final Contract Amount is \$6,852,976.13. \$200,000 in LDs are being withheld bringing the total construction cost to \$6,652,976.13.

Recommended Motion:

Approve the Final Balancing Change Order #5 in the amount of \$159,363.33 to Meyer Contracting, Inc.



November 29, 2022

Robert Hasey
City of Fargo Engineering
225 4th Street North
Fargo, ND 58102

**Subject: FM-19-F1 Oak Grove Flood Risk Management Project
Change Order and Liquidated Damages Recommendation**

Mr. Hasey:

Meyer Contracting is requesting additional payment for the hauling and disposal of buried debris encountered along the project alignment. This letter includes our recommendation for payment related to the debris items and additional asphalt paving in the Oak Grove Park parking lot. Also included in this letter is our review of the liquidated damages assessed on the project.

CHANGE ORDER ITEMS

Debris Disposal: During excavation operations for the proposed levee along South Terrace N. and the CIP floodwall near the northeast corner of the Oak Grove School, the contractor encountered buried debris in multiple locations. This debris had to be excavated, sorted, loaded, and hauled to a contractor secured disposal site. The debris consisted of left over building foundation material from previously demolished houses along South Terrace N and brick materials near the northeast corner of the school. This material was surveyed and determined to be approximately 1,220 CY. Using equipment and labor costs from other Force Account work performed on site during the project, we have calculated a unit cost of \$10.83/CY to load and haul this material. This equates to a cost of \$13,212.60 for loading and hauling the material to the disposal site. The contractor secured a disposal site for the debris material and incurred a total disposal cost of \$64,199. We recommend including a lump sum change order item totaling \$77,411.60 for the removal and disposal of this debris material.

Oak Grove Park Parking Lot Paving: During installation of the storm water outfall through the Oak Grove Park parking lot, the alignment of the storm outfall was modified to reduce the number of tree impacts in the park. As a result, additional asphalt paving was removed and replaced. In addition, several areas of the existing parking lot were in poor condition. Due to staging activities by the contractor the poor pavement condition in some areas experienced further deterioration. To avoid having several irregular asphalt pavement patches in the parking lot, it was decided to remove and replace a larger area of the parking lot and cost share between the City and contractor was negotiated. The City's portion of the costs to complete this work would be \$44,667.05. We recommend including a lump sum change order item totaling \$44,667.05 to cover the City's portion of these additional costs.

LIQUIDATED DAMAGES

Milestone No. 2: The contractor is currently being assessed 18 calendar days of Liquidated Damages (LDs) for failure to meet the Milestone No. 2 contract date. The intent of the Milestone No. 2 contract date was to complete the planned work along the north side of the Oak Grove School and the underground utilities and paving on South Terrace N and Ash St to avoid conflicts with the school. Following the replacement of the sanitary sewer in South

Robert Hasey
November 29, 2022
Page 2



Terrace N, the City televised the new sewer and a portion of the existing sewer downstream of the connection point. The televising revealed a section of the existing VCP downstream of the connection point was cracked. The contractor was directed to open up a larger section of the roadway and replace the broken section of pipe. It is our recommendation that 11 calendar days be deducted from the Milestone No. 2 LDs to account for this additional pipe repair and associated paving work. This will result in 7 calendar day of Milestone No. 2 LDs at \$2,000/day for a total of \$14,000.

Substantial Completion: The contractor is currently being assessed 85 calendar days for failure to meet the Substantial Completion contract date. 46 calendar days are being assessed for 2021 and 39 calendar days are being assessed for 2022. Due to construction issues caused by the contractor, Substantial Completion was not achieved in 2021. As such, LDs were assessed between 10/16/21 and 11/30/21. On 11/30/21 winter suspension of LDs was granted by the City. The high river levels and saturated conditions in the spring of 2022, prohibited the contractor from completing work until 5/10/22. On 5/10/22 site conditions improved and the contractor continued work on the project. LDs were then assessed between 5/10/22 and 6/17/22 when the contractor achieved Substantial Completion. During that 39 day period, the river levels fluctuated up and down several times prohibiting the contractor from completing some of the work. It is our recommendation that 23 calendar days be deducted from the Substantial Completion LDs to account for the delays caused by the fluctuating river levels. This will result in 62 calendar day of Substantial Completion LDs at \$3,000/day for a total of \$186,000.

SUMMARY

We recommend that a lump sum change order payment of \$77,411.60 be issued to the contractor for the removal and disposal of the buried debris material encountered on the project and a lump sum change order payment of \$44,667.05 be issued to the contractor for the additional asphalt paving work in the Oak Grove Park parking lot. We also recommend that 7 calendar days of LDs be assessed to the contractor for failure to meet Milestone No. 2 and 62 calendar days of LDs be assessed for failure to meet Substantial Completion. The total recommended LD amount to be assessed to the contractor is \$200,000.

Sincerely,

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

Michael P. Love, PE
Project Manager
Direct: 701.499.2062
mlove@houstoneng.com



CHANGE ORDER REPORT
OAK GROVE FLOOD RISK MANAGEMENT PROJECT
PROJECT NO. FM-19-F1
OAK GROVE NEIGHBORHOOD

Final Balancing
Change Order

Change Order No 5 Change Order Date 12/1/2022
 Contractor Meyer 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 Change Order # 5

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		Eliminate Water Service	EA	13		13	-13	0	\$1,319.87	-\$17,158.31
		F&I Gate Valve 4" Dia	EA	1		1	-1	0	\$1,475.93	-\$1,475.93
		F&I Pipe C900 DR 18 - 4" Dia PVC	LF	4		4	-4	0	\$426.38	-\$1,705.52
Miscellaneous		F&I Turf Reinf Mat Type 2	SY	100		100	-100	0	\$6.10	-\$610.00
									Water Main Sub Total	-\$20,339.76
Flood Mitigation		Topsoil - Import	CY	500		500	-500	0	\$15.00	-\$7,500.00
		Subcut	CY	500		500	-500	0	\$10.50	-\$5,250.00
		Overseeding	SY	35095		35095	-35095	0	\$0.02	-\$701.90
		Weed Control Type B	SY	35095		35095	-35095	0	\$0.02	-\$701.90
									Flood Mitigation Sub Total	-\$14,153.80
Miscellaneous	2	Temp Fence - Safety	LF	1001	0	1001	309	1310	\$3.30	\$1,019.70
	7	Remove Tree	EA	162	0	162	22	184	\$192.00	\$4,224.00

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 (\$)
	9	Sediment Control Log 10" to 15" Dia	LF	50	0	50	302	352	\$3.50	\$1,057.00
Change Order 5	16	Special Bid Item A	LS	0	0	0	1	1	\$77,411.60	\$77,411.60
	17	Special Bid Item B	LS	0	0	0	1	1	\$44,667.05	\$44,667.05
							Change Order 1 Sub Total		\$122,078.65	
Sanitary Sewer	23	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	186	0	186	5	191	\$72.17	\$360.85
							Sanitary Sewer Sub Total		\$360.85	
Water Main	33	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	35	0	35	24	59	\$44.86	\$1,076.64
	34	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	182	0	182	1	183	\$39.21	\$39.21
	36	F&I Gate Valve 8" Dia	EA	2	0	2	1	3	\$2,268.03	\$2,268.03
							Water Main Sub Total		\$3,383.88	
Storm Sewer	55	F&I Pipe w/GB 15" Dia Reinf Conc	LF	260	0	260	10	270	\$62.02	\$620.20
	56	F&I Pipe w/GB 30" Dia Reinf Conc	LF	110	0	110	-6	104	\$216.73	-\$1,300.38
							Storm Sewer Sub Total		-\$680.18	
Paving	63	Remove Pavement All Thicknesses All Types	SY	4306	0	4306	41	4347	\$19.94	\$817.54
	64	Subgrade Preparation	SY	2847	0	2847	10	2857	\$1.61	\$16.10
	65	F&I Woven Geotextile	SY	2847	0	2847	10	2857	\$2.24	\$22.40
	66	F&I Class 5 Agg - 8" Thick	SY	2847	0	2847	10	2857	\$9.11	\$91.10
							Paving Sub Total		\$947.14	

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 (\$)
Flood Mitigation	103	Fill - Import	CY	9200	0	9200	4459	13659	\$13.00	\$57,967.00
	104	Fill - Haul	CY	500	0	500	1498	1998	\$9.00	\$13,482.00
	105	Embankment	CY	8000	0	8000	-3090	4910	\$8.70	-\$26,883.00
	106	Excavation	CY	8800	0	8800	1369	10169	\$5.90	\$8,077.10
	109	F&I Erosion Control Blanket Type 3	SY	4620	0	4620	1827	6447	\$2.00	\$3,654.00
	110	Inspection Trench	CY	4040	0	4040	345	4385	\$16.75	\$5,778.75
Flood Mitigation Sub Total										\$62,075.85

Summary

Source Of Funding
 Net Amount Change Order # 5 (\$)
 Previous Change Orders (\$)
 Original Contract Amount (\$)
 Total Contract Amount (\$)

Flood Sales Tax
 \$159,363.33
 \$58,460.16
 \$6,635,152.64
 \$6,852,976.13

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



APPROVED
 For Contractor
 Title

Meyer Contracting, Inc
 Project Manager

APPROVED DATE
 Department Head
 Mayor
 Attest



12/6/22



PAY ESTIMATE SHEET
OAK GROVE FLOOD RISK MANAGEMENT PROJECT
PROJECT NO. FM-19-F1
OAK GROVE NEIGHBORHOOD

FM-19-F1
 Pmt #11
 Pmt \$557,745.55
 Bal -\$0.00
 Not Yet Approved

Project No. FM-19-F1
Project Name Oak Grove Flood Risk Management Project
Type Flood Mitigation
Description Oak Grove Neighborhood
Pay Estimate Number 11
From Date 7/21/2022
To Date 12/1/2022

The Honorable Board of City Commissioners
 Dear Commissioners,

Be advised that Meyer Contracting, Inc. has performed the work to date shown on this statement

1. Contract Work

	Contract		Previous		Current		To Date			
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
Miscellaneous										
1	LS	1	\$331,800.00	1	\$331,800.00	0	\$0.00	1	\$331,800.00	100%
	Mobilization									
2	LF	1310	\$3.30	1310	\$4,323.00	0	\$0.00	1310	\$4,323.00	100%
	Temp Fence - Safety - CO1									
3	EA	1	\$5,392.00	1	\$5,392.00	0	\$0.00	1	\$5,392.00	100%
	F&I Gate									
4	LS	1	\$660.50	1	\$660.50	0	\$0.00	1	\$660.50	100%
	Salvage Gate									
5	LF	194	\$24.50	194	\$4,753.00	0	\$0.00	194	\$4,753.00	100%
	Remove Wall									
6	LS	1	\$33,081.00	1	\$33,081.00	0	\$0.00	1	\$33,081.00	100%
	Clear & Grub									
7	EA	184	\$192.00	184	\$35,328.00	0	\$0.00	184	\$35,328.00	100%
	Remove Tree - CO1									
8	EA	3	\$2,527.00	3	\$7,581.00	0	\$0.00	3	\$7,581.00	100%
	Temp Construction Entrance									
9	LF	352	\$3.50	50	\$175.00	302	\$1,057.00	352	\$1,232.00	100%
	Sediment Control Log 10" to 15" Dia - CO1									

		Contract			Previous			Current			To Date			
		Unit		Price	Quantity		Amount (\$)	Quantity		Amount (\$)	Quantity		Amount (\$)	% Comp.
		Quantity	Price		Quantity	Amount (\$)		Quantity	Amount (\$)		Quantity	Amount (\$)		
10	Inlet Protection - New Inlet	EA	17	\$187.00	17	\$3,179.00	0	\$0.00	17	\$3,179.00	100%			
11	Inlet Protection - Existing Inlet	EA	19	\$187.00	19	\$3,553.00	0	\$0.00	19	\$3,553.00	100%			
12	Remove Landscaping	LS	1	\$5,617.00	1	\$5,617.00	0	\$0.00	1	\$5,617.00	100%			
13	F&I Decid Tree 1" Dia	EA	665	\$241.50	665	\$160,597.50	0	\$0.00	665	\$160,597.50	100%			
14	F&I Sidewalk 4" Thick Reinf Conc	SY	91	\$52.00	91	\$4,732.00	0	\$0.00	91	\$4,732.00	100%			
15	Traffic Control - Minor	LS	1	\$1,853.50	1	\$1,853.50	0	\$0.00	1	\$1,853.50	100%			
Miscellaneous Sub Total						\$602,625.50	\$1,057.00	\$603,682.50						
Sanitary Sewer														
16	F&I Manhole 4' Dia Reinf Conc	EA	4	\$4,275.37	4	\$17,101.48	0	\$0.00	4	\$17,101.48	100%			
17	Remove Manhole	EA	2	\$360.90	2	\$721.80	0	\$0.00	2	\$721.80	100%			
18	F&I Pipe SDR 26 - 6" Dia PVC	LF	64	\$60.13	64	\$3,848.32	0	\$0.00	64	\$3,848.32	100%			
19	Remove Pipe All Sizes All Types	LF	324	\$36.02	324	\$11,670.48	0	\$0.00	324	\$11,670.48	100%			
20	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	91	\$287.42	91	\$26,155.22	0	\$0.00	91	\$26,155.22	100%			
21	F&I Pipe w/GB SDR 26 - 8" Dia PVC - CO1	LF	191	\$72.17	191	\$13,784.47	0	\$0.00	191	\$13,784.47	100%			
22	F&I Valve 6" Dia	EA	2	\$3,353.28	2	\$6,706.56	0	\$0.00	2	\$6,706.56	100%			
23	Eliminate Sewer Service	EA	1	\$1,965.16	1	\$1,965.16	0	\$0.00	1	\$1,965.16	100%			
24	Spot Repair Pipe w/GB	EA	1	\$3,453.20	1	\$3,453.20	0	\$0.00	1	\$3,453.20	100%			
Sanitary Sewer Sub Total						\$85,406.69	\$0.00	\$85,406.69						
Water Main														
25	F&I Fittings Ductile Iron	LB	820	\$12.63	820	\$10,356.60	0	\$0.00	820	\$10,356.60	100%			
26	F&I Hydrant	EA	3	\$4,961.10	3	\$14,883.30	0	\$0.00	3	\$14,883.30	100%			

1. Contract Work

	Contract			Previous			Current			To Date		
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
27	EA	4	\$971.04	4	\$3,884.16	0	\$0.00	4	\$3,884.16	4	\$3,884.16	100%
28	EA	2	\$301.85	2	\$603.70	0	\$0.00	2	\$603.70	2	\$603.70	100%
29	LF	227	\$162.94	227	\$36,987.38	0	\$0.00	227	\$36,987.38	227	\$36,987.38	100%
30	LF	544	\$12.95	544	\$7,044.80	0	\$0.00	544	\$7,044.80	544	\$7,044.80	100%
31	LF	59	\$44.86	59	\$2,646.74	0	\$0.00	59	\$2,646.74	59	\$2,646.74	100%
32	LF	183	\$39.21	183	\$7,175.43	0	\$0.00	183	\$7,175.43	183	\$7,175.43	100%
33	EA	5	\$1,709.70	5	\$8,548.50	0	\$0.00	5	\$8,548.50	5	\$8,548.50	100%
34	EA	3	\$2,268.03	3	\$6,804.09	0	\$0.00	3	\$6,804.09	3	\$6,804.09	100%
35	EA	1	\$11,770.00	1	\$11,770.00	0	\$0.00	1	\$11,770.00	1	\$11,770.00	100%
					Water Main Sub Total	\$110,704.70		\$0.00		\$110,704.70		
Storm Sewer												
36	EA	1	\$3,919.00	1	\$3,919.00	0	\$0.00	1	\$3,919.00	1	\$3,919.00	100%
37	EA	2	\$378.31	2	\$756.62	0	\$0.00	2	\$756.62	2	\$756.62	100%
38	EA	4	\$7,255.57	4	\$29,022.28	0	\$0.00	4	\$29,022.28	4	\$29,022.28	100%
39	EA	2	\$7,040.16	2	\$14,080.32	0	\$0.00	2	\$14,080.32	2	\$14,080.32	100%
40	EA	1	\$14,599.58	1	\$14,599.58	0	\$0.00	1	\$14,599.58	1	\$14,599.58	100%
41	EA	3	\$4,529.48	3	\$13,588.44	0	\$0.00	3	\$13,588.44	3	\$13,588.44	100%
42	EA	1	\$10,658.58	1	\$10,658.58	0	\$0.00	1	\$10,658.58	1	\$10,658.58	100%

1. Contract Work

	Contract			Previous			Current			To Date		
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
43	F&I Inlet - Single Box (SBI) Reinf Conc	EA	7	\$3,675.77	7	\$25,730.39	0	\$0.00	7	\$25,730.39	100%	
44	F&I Inlet - Double Box (DBI) Reinf Conc	EA	1	\$7,249.49	1	\$7,249.49	0	\$0.00	1	\$7,249.49	100%	
45	F&I Inlet - Round (RDI) Reinf Conc	EA	5	\$3,563.50	5	\$17,817.50	0	\$0.00	5	\$17,817.50	100%	
46	F&I Gatewell	EA	1	\$356,178.54	1	\$356,178.54	0	\$0.00	1	\$356,178.54	100%	
47	Remove Inlet	EA	10	\$701.99	10	\$7,019.90	0	\$0.00	10	\$7,019.90	100%	
48	F&I Pipe 12" Dia	LF	513	\$41.35	513	\$21,212.55	0	\$0.00	513	\$21,212.55	100%	
49	F&I Pipe 30" Dia	LF	737	\$118.42	737	\$87,275.54	0	\$0.00	737	\$87,275.54	100%	
50	F&I Pipe 12" Dia Reinf Conc	LF	60	\$59.28	60	\$3,556.80	0	\$0.00	60	\$3,556.80	100%	
51	F&I Pipe 30" Dia Reinf Conc	LF	390	\$118.41	390	\$46,179.90	0	\$0.00	390	\$46,179.90	100%	
52	Remove Pipe All Sizes All Types	LF	684	\$18.90	684	\$12,927.60	0	\$0.00	684	\$12,927.60	100%	
53	F&I Pipe w/GB 15" Dia Reinf Conc - CO1	LF	270	\$62.02	270	\$16,745.40	0	\$0.00	270	\$16,745.40	100%	
54	F&I Pipe w/GB 30" Dia Reinf Conc - CO1	LF	104	\$216.73	104	\$22,539.92	0	\$0.00	104	\$22,539.92	100%	
55	F&I Rip Rap Rock	CY	256	\$242.31	256	\$62,031.36	0	\$0.00	256	\$62,031.36	100%	
56	F&I Flared End Section 12" Dia Reinf Conc	EA	1	\$939.66	1	\$939.66	0	\$0.00	1	\$939.66	100%	
57	F&I Flared End Section 30" Dia Reinf Conc	EA	2	\$1,775.51	2	\$3,551.02	0	\$0.00	2	\$3,551.02	100%	
58	Modify Gatewell	EA	1	\$1,812.70	1	\$1,812.70	0	\$0.00	1	\$1,812.70	100%	
59	Modify Inlet Type A	EA	1	\$794.04	1	\$794.04	0	\$0.00	1	\$794.04	100%	
60	Repair Pipe 12" Dia	EA	1	\$8,161.75	1	\$8,161.75	0	\$0.00	1	\$8,161.75	100%	
Storm Sewer Sub Total										\$788,348.88	\$0.00	\$788,348.88

1. Contract Work

	Contract		Previous		Current		To Date				
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.	
Paving											
61	Remove Pavement All Thicknesses All Types - CO1	SY	4347	\$19.94	4347	\$86,679.18	0	\$0.00	4347	\$86,679.18	100%
62	Subgrade Preparation - CO1	SY	2857	\$1.61	2857	\$4,599.77	0	\$0.00	2857	\$4,599.77	100%
63	F&I Woven Geotextile - CO1	SY	2857	\$2.24	2857	\$6,399.68	0	\$0.00	2857	\$6,399.68	100%
64	F&I Class 5 Agg - 8" Thick - CO1	SY	2857	\$9.11	2857	\$26,027.27	0	\$0.00	2857	\$26,027.27	100%
65	F&I Edge Drain 4" Dia PVC	LF	1356	\$14.65	1356	\$19,865.40	0	\$0.00	1356	\$19,865.40	100%
66	F&I Curb & Gutter Standard (Type II)	LF	1034	\$37.25	1034	\$38,516.50	0	\$0.00	1034	\$38,516.50	100%
67	Remove Curb & Gutter	LF	1083	\$3.10	1083	\$3,357.30	0	\$0.00	1083	\$3,357.30	100%
68	F&I Valley Gutter Reinf Conc	SY	9	\$86.75	9	\$780.75	0	\$0.00	9	\$780.75	100%
69	F&I Pavement 8" Thick Reinf Conc	SY	90	\$80.50	90	\$7,245.00	0	\$0.00	90	\$7,245.00	100%
70	F&I Sidewalk 4" Thick Reinf Conc	SY	2784	\$52.00	2784	\$144,768.00	0	\$0.00	2784	\$144,768.00	100%
71	F&I Sidewalk 6" Thick Reinf Conc	SY	129	\$62.00	129	\$7,998.00	0	\$0.00	129	\$7,998.00	100%
72	Remove Sidewalk All Thicknesses All Types	SY	1513	\$17.00	1513	\$25,721.00	0	\$0.00	1513	\$25,721.00	100%
73	F&I Impressed 4" Thick Reinf Conc	SY	15	\$124.00	15	\$1,860.00	0	\$0.00	15	\$1,860.00	100%
74	F&I Driveway 6" Thick Reinf Conc	SY	243	\$68.00	243	\$16,524.00	0	\$0.00	243	\$16,524.00	100%

1. Contract Work

	Contract			Previous			Current			To Date		
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
75	F&I Det Warn Panels Cast Iron	SF	84	\$55.75	\$4,683.00	84	\$0.00	0	\$0.00	84	\$4,683.00	100%
76	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	970	\$71.75	\$69,597.50	970	\$0.00	0	\$0.00	970	\$69,597.50	100%
77	Rem & Repl Casting - Std Manhole	EA	1	\$800.45	\$800.45	1	\$0.00	0	\$0.00	1	\$800.45	100%
78	Rem & Repl Casting - Self Leveling	EA	2	\$1,463.10	\$2,926.20	2	\$0.00	0	\$0.00	2	\$2,926.20	100%
79	Casting to Grade - Blvd	EA	15	\$387.32	\$5,809.80	15	\$0.00	0	\$0.00	15	\$5,809.80	100%
80	Casting to Grade - no Conc	EA	13	\$387.32	\$5,035.16	13	\$0.00	0	\$0.00	13	\$5,035.16	100%
81	Temp Construction Entrance	EA	1	\$2,148.73	\$2,148.73	1	\$0.00	0	\$0.00	1	\$2,148.73	100%
82	Paint Epoxy Line 4" Wide	LF	505	\$6.70	\$3,383.50	505	\$0.00	0	\$0.00	505	\$3,383.50	100%
83	Paint Epoxy Line 24" Wide	LF	30	\$69.25	\$2,077.50	30	\$0.00	0	\$0.00	30	\$2,077.50	100%
84	Traffic Control - Type 1	LS	1	\$3,550.00	\$3,550.00	1	\$0.00	0	\$0.00	1	\$3,550.00	100%
85	F&I Sign Assembly	EA	8	\$50.00	\$400.00	8	\$0.00	0	\$0.00	8	\$400.00	100%
86	F&I Sign Assembly & Anchor	EA	16	\$95.00	\$1,520.00	16	\$0.00	0	\$0.00	16	\$1,520.00	100%
87	F&I Diamond Grade Cubed	SF	43.9	\$22.00	\$965.80	43.9	\$0.00	0	\$0.00	43.9	\$965.80	100%
88	F&I High Intensity Prismatic	SF	102.3	\$20.00	\$2,046.00	102.3	\$0.00	0	\$0.00	102.3	\$2,046.00	100%
					Paving Sub Total	\$495,285.49		\$0.00		\$495,285.49		
Lighting												
89	Relocate Street Light	EA	2	\$757.50	\$1,515.00	2	\$0.00	0	\$0.00	2	\$1,515.00	100%

1. Contract Work

	Contract			Previous			Current			To Date		
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
90	F&I Base 5' Deep Reinf Conc	EA	6	\$808.00	6	\$4,848.00	0	\$0.00	6	\$4,848.00	100%	
91	Remove Base	EA	2	\$538.50	2	\$1,077.00	0	\$0.00	2	\$1,077.00	100%	
92	F&I Conductor #6 USE Cu	LF	1791	\$2.10	1791	\$3,761.10	0	\$0.00	1791	\$3,761.10	100%	
93	F&I Innerduct 1.5" Dia	LF	597	\$10.00	597	\$5,970.00	0	\$0.00	597	\$5,970.00	100%	
94	F&I Luminaire Type A	EA	4	\$732.50	4	\$2,930.00	0	\$0.00	4	\$2,930.00	100%	
95	F&I Light Standard Type A	EA	4	\$2,586.00	4	\$10,344.00	0	\$0.00	4	\$10,344.00	100%	
				Lighting Sub Total			\$30,445.10			\$30,445.10		
Flood Mitigation												
96	F&I Sheet Piling - Steel	SF	17885	\$89.75	17885	\$1,605,178.75	0	\$0.00	17885	\$1,605,178.75	100%	
97	Topsoil - Strip	CY	4000	\$2.10	4000	\$8,400.00	0	\$0.00	4000	\$8,400.00	100%	
98	Topsoil - Spread	CY	4000	\$2.30	4000	\$9,200.00	0	\$0.00	4000	\$9,200.00	100%	
99	Fill - Import - CO1	CY	13659	\$13.00	13659	\$177,567.00	0	\$0.00	13659	\$177,567.00	100%	
100	Fill - Haul - CO1	CY	1998	\$9.00	1998	\$17,982.00	0	\$0.00	1998	\$17,982.00	100%	
101	Embankment - CO1	CY	4910	\$8.70	4910	\$42,717.00	0	\$0.00	4910	\$42,717.00	100%	
102	Excavation - CO1	CY	10169	\$5.90	10169	\$59,997.10	0	\$0.00	10169	\$59,997.10	100%	
103	Mulching Type 1 Hydro	SY	35095	\$0.35	35095	\$12,283.25	0	\$0.00	35095	\$12,283.25	100%	
104	Seeding Type C	SY	35095	\$0.30	22300	\$6,690.00	12795	\$3,838.50	35095	\$10,528.50	100%	
105	F&I Erosion Control Blanket Type 3 - CO1	SY	6447	\$2.00	4620	\$9,240.00	1827	\$3,654.00	6447	\$12,894.00	100%	
106	Inspection Trench - CO1	CY	4385	\$16.75	4385	\$73,448.75	0	\$0.00	4385	\$73,448.75	100%	
107	F&I Floodwall Reinf Bars - Steel	LB	218428	\$1.70	218428	\$371,327.60	0	\$0.00	218428	\$371,327.60	100%	
108	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	99518	\$1.70	99518	\$169,180.60	0	\$0.00	99518	\$169,180.60	100%	
109	F&I Floodwall - Removable	SF	914	\$178.00	914	\$162,692.00	0	\$0.00	914	\$162,692.00	100%	

1. Contract Work

	Contract		Previous		Current		To Date				
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.	
110	F&I Floodwall - Structural Conc	CY	1701	\$1,078.00	1701	\$1,833,678.00	0	\$0.00	1701	\$1,833,678.00	100%
111	Install Electrical Service	LS	1	\$12,424.00	1	\$12,424.00	0	\$0.00	1	\$12,424.00	100%
112	Silt Fence - Standard	LF	600	\$3.69	600	\$2,214.00	0	\$0.00	600	\$2,214.00	100%
113	Install Electrical Service	LS	1	\$2,200.00	1	\$2,200.00	0	\$0.00	1	\$2,200.00	100%
114	Special Bid Item A - CO1	LS	1	\$12,270.00	1	\$12,270.00	0	\$0.00	1	\$12,270.00	100%
115	F&I Sign Assembly	EA	1	\$825.00	1	\$825.00	0	\$0.00	1	\$825.00	100%
116	Special Bid Item B - CO1	LS	1	\$5,059.37	1	\$5,059.37	0	\$0.00	1	\$5,059.37	100%
117	Special Bid Item C	LS	1	\$14,957.20	1	\$14,957.20	0	\$0.00	1	\$14,957.20	100%
Flood Mitigation Sub Total					\$4,609,531.62	\$7,492.50	\$4,617,024.12				
A. All Contract Work Container Subtotal					\$6,722,347.98	\$8,549.50	\$6,730,897.48				

2. Change Orders

CO# & Line Category No		Description	Previous Contract Totals			New Contract Totals			Previous		Current		To Date		% Complete
			Unit Qty	Price	Unit Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Change Orders															
Net Contract Change: \$194,466.89															
Change Order #1 Subtotals															
B. All Change Order Work Paid Subtotal															
C. All Contract Work Container Subtotal															
D. Total Contract Work Completed To Date															
E. Total Contract Work Completed This Pay Estimate															

* Please Note That Change Order Payment Totals On This Page Will Not Reflect The Total Change Order Value If The Change Order Contains Quantity Change Items

3. Payment Adjustments

Category	Line No	Description	Contract		Previous		Current		To Date	
			Unit Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)
General										
A1		Addition				\$0.00	\$0.00		\$22.58	
		Addition to PE #1 to make up for payment towards a Bid Item in MW that had since been deleted from the project via Change Order.								
D1		Deduction				\$0.00	\$0.00		-\$36,000.00	
		-\$36,000 for failure to meet milestone #2 (18 days at \$2,000 per day)								
D2		Deduction				\$0.00	\$0.00		-\$60,000.00	
		20 days LDs (11/11-11/30) @ \$3,000/day = \$60,000								
D3		Deduction				\$0.00	\$0.00		-\$69,000.00	
		-\$69,000 in LDs. 23 days at \$3,000 per day.								
D4		Deduction				\$0.00	\$0.00		-\$48,000.00	
		-\$48,000 in LDs (16 days at \$3,000 per day)								
D5		Deduction				\$0.00	\$0.00		-\$22.58	
		Deduction to PE #10 to reconcile for payment towards a Bid Item in MW that had since been deleted from the project via Change Order.								
D6		Deduction				\$0.00	-\$78,000.00		-\$78,000.00	
		-\$78,000 in LDs (26 days at \$3,000 per day)								
A2		Addition				\$0.00	\$91,000.00		\$91,000.00	
		Renegotiated LDs collected to date. Final LD total: 7 days @ \$2,000/day & 62 days @ \$3,000/day = \$200,000.								
General Subtotals						\$0.00	\$13,000.00		-\$200,000.00	
F. All Payment Adjustment Category Subtotals This Pay Estimate										
Estimate						\$0.00	\$13,000.00			
G. All Payment Adjustment Category Subtotals To Date										
To Date									-\$200,000.00	

Contract Summary		
1. Original Contract Amount	Original contract amount	\$6,635,152.64
2. Net Contract Change by Change Order	Sum of all net change order values	\$217,823.49
3. Current Contract Amount	Sum of original contract amount and all change orders	\$6,852,976.13
Total Work Completed To Date		
4. Total Contract Work Completed to Date	Section 2 of This Estimate, Line D	\$6,852,976.13
5. Total Contract Work Completed This Pay Estimate	Section 2 of This Estimate, Line E	\$130,628.15
Payment Adjustments		
6. Total Retainage Withheld @ 0% of Total Contract Work Completed to Date	Line 4 x 0%	-\$0.00
7. Retainage Release This Pay Estimate	(If Retainage is to be released) = Previous Total Retainage Withheld minus Line 6	\$336,117.40
8. Total Payment Adjustments This Pay Estimate	Section 3 of This Estimate, Line F	\$13,000.00
Payment Due Summary		
9. Total Due to Date	Line 4 + Line 6 + Total Payment Adjustments To Date (Line G, Section Three)	\$6,652,976.13
10. Previous Payments	Sum of all previous Payments to Contractor	\$6,095,230.58
11. Payment Due This Estimate	Line 9 - Line 10	\$557,745.55

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. HD-22-A1 Type: Negative Final Balancing Change Order #2

Location: 12 N Terrace N & 6375 31st St S Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/12/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Christine Goldader</u>

The Committee reviewed the accompanying correspondence from Project Manager, Christine Goldader, for Negative Final Balancing Change Order #2 in the amount of \$-10,378.00, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of \$-10,378.00, bringing the total contract amount to \$131,631.00.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-10,378.00, bringing the total contract amount to \$131,631.00 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax Funds

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)

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

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Michael Redlinger, Interim City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Terri Gayhart, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson



CHANGE ORDER REPORT
BUILDING DEMOLITION
PROJECT NO. HD-22-A1

Final Balancing
 Change Order

12 NORTH TERRACE N & 6375 31 ST S

Change Order No 2 Change Order Date 11/16/2022
 Contractor 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 Change Order # 2

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Curr Cont Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Site #1 - 12 North Terrace N		Site Access Protection	LS	1		1	-1	0	0	\$2,500.00	-\$2,500.00
Site #2 - 6375 31 St S		Site Access Protection	LS	1		1	-1	0	0	\$1,000.00	-\$1,000.00
Site #1 - 12 North Terrace N		Inlet Protection - Existing Inlet	EA	7		7	-7	0	0	\$220.00	-\$1,540.00
Site #1 - 12 North Terrace N		Inlet Protection - Existing Inlet	EA	6		6	-6	0	0	\$220.00	-\$1,320.00
Site #2 - 6375 31 St S		Demolition	EA	1		1	-1	0	0	\$5,000.00	-\$5,000.00
Site #1 - 12 North Terrace N		Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	17		17	-17	0	0	\$100.00	-\$1,700.00
Site #1 - 12 North Terrace N	5	Remove Pavement All Thicknesses All Types	SY	159		159	18	177	177	\$12.00	\$216.00
Site #1 - 12 North Terrace N Sub Total										-\$1,320.00	
Site #2 - 6375 31 St S Sub Total										-\$2,540.00	
Site #2 - 6375 31 St S Sub Total										-\$6,700.00	

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 (\$)
	11	Fill - Contractor Supply	CY	226	0	296	-147	149	\$19.00	-\$2,793.00
	12	Rem & Repl Curb & Gutter	LF	52	0	52	19	71	\$90.00	\$1,710.00
	13	Rem & Repl Driveway 6" Thick Reinf Conc	SY	6	0	6	1	7	\$150.00	\$150.00
	14	F&J Sidewalk 4" Thick Reinf Conc	SY	20	0	20	4.5	24.5	\$100.00	\$450.00
	15	F&J Asphalt Pavement FAA 43 w/ PG58H-34	Ton	20	0	20	17.83	37.83	\$300.00	\$5,349.00
	17	Topsoil - Import	CY	64	0	36	32	68	\$30.00	\$960.00
	18	Seeding Type B	SY	2586	0	800	-181	619	\$1.00	-\$181.00
	19	Mulching Type 1 Hydro	SY	2586	0	800	-181	619	\$1.00	-\$181.00
								Site #1 - 12 North Terrace N Sub Total		\$5,680.00
Site #2 - 6375 31 St S	30	Fill - Contractor Supply	CY	355	0	208	70	278	\$15.00	\$1,050.00
	32	Topsoil - Import	CY	253	0	285	-28	257	\$17.00	-\$476.00
	33	Seeding Type B	SY	4281	0	4100	-1786	2314	\$1.00	-\$1,786.00
	34	Mulching Type 1 Hydro	SY	4281	0	4100	-1786	2314	\$1.00	-\$1,786.00
								Site #2 - 6375 31 St S Sub Total		-\$2,998.00

Summary


Source Of Funding	Infrastructure Sales Tax Funds
Net Amount Change Order # 2 (\$)	-\$10,378.00
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$142,009.00
Total Contract Amount (\$)	\$131,631.00

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


 Jake Anthony
 CFO

APPROVED
 For Contractor
 Title

APPROVED DATE
 Department Head
 Mayor
 Attest

 12/6/22

14

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SL-21-C1 Type: Negative Final Balancing Change Order #2

Location: 40th Ave N, I-29 to Red River Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/12/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Jake Rick</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jake Rick, for Negative Final Balancing Change Order #2 in the amount of \$-227.20, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of \$-227.20, bringing the total contract amount to \$491,581.40.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Strata Corporation.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-227.20, bringing the total contract amount to \$491,581.40 to Strata Corporation.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: Sales Tax & Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u> </u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson



CHANGE ORDER REPORT
STREET LIGHTING & INCIDENTALS

Final Balancing
 Change Order

PROJECT NO. SL-21-C1

CR#20 FROM OLD HIGHWAY #81 TO UNIVERSITY DRIVE NORTH THE AREA
 BETWEEN I-29 AND THE RED RIVER ON 40TH AVE N (CASS HWY 20 N)

Change Order No 2 Change Order Date 11/23/2022
 Contractor Strata Corporation

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

EXPLANATION OF CHANGE Change Order # 2
 Final Balancing Change Order

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 (\$)
Street Lighting	8	F&I Conductor #6 USE Cu	LF	40803	0	40803	759	41562	\$2.20	\$1,669.80
	9	F&I Innerduct 2" Dia	LF	15066	0	15066	-271	14795	\$7.00	-\$1,897.00
Street Lighting Sub Total										-\$227.20

Summary

Source Of Funding
 Net Amount Change Order # 2 (\$)
 Previous Change Orders (\$)
 Original Contract Amount (\$)
 Total Contract Amount (\$)

Special Assessments and Sales Tax Funds - Infrastructure
 -\$227.20
 \$57,300.00
 \$434,508.60
 \$491,581.40

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

APPROVED

For Contractor

Title

Keith Weber
 Electrical Division manager

APPROVED DATE

Department Head

Mayor

Attest

T. Cole
 12/6/22

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SR-22-A1

Type: Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/12/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Brandon Beaudry</u>

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, for Final Balancing Change Order #2 in the amount of \$23,622.00, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of \$23,622.00, bringing the total contract amount to \$938,527.00.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Final Balancing Change Order #2 to Master Construction.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$23,622.00, bringing the total contract amount to \$938,527.00 to Master Construction.

PROJECT FINANCING INFORMATION:

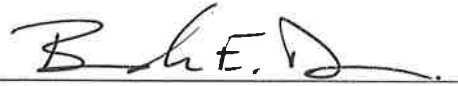
Recommended source of funding for project: Sales Tax & Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Brandon Beaudry, Project Inspector
Date: November 22, 2022
Re: Project No. SR-22-A1 - Final Balancing Change Order #2
Sidewalk & Shared Use Path Rehab/Reconstruction

Background:

Attached is Final Balancing Change Order #2 in the amount of \$23,622.00 for Project No. SR-22-A1. The original contract bid price for this project was \$834,705.00 and this FBCO #2 will bring the project final amount to \$938,527 (a 12.4% increase). The majority of the FBCO #2 is for additional reconstruction sidewalk that will be assessed to the Property Owners.

Recommended Motion:

Approve Final Balancing Change Order #2 in the amount of \$23,622.00 to Master Construction Co Inc.

Attachment

C: Tom Knakmuhs
Kristy Schmidt



CHANGE ORDER REPORT
SIDEWALK & SHARED USE PATH REHAB/RECONSTRUCTION
PROJECT NO. SR-22-A1
VARIOUS AREAS CITY WIDE

Final Balancing
Change Order

Change Order No 2 Change Order Date 11/21/2022
 Contractor 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 Change Order # 2
 Final Balancing Change Order

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 (\$)
Assessed	1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	2681	1087	3125	-84	3041	\$107.00	-\$8,988.00
	2	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	202	274	456	-154	302	\$120.00	-\$18,480.00
	3	Rem & Repl Driveway 6" Thick Reinf Conc	SY	2	90	90	-38	52	\$150.00	-\$5,700.00
	4	F&I Sidewalk 4" Thick Reinf Conc	SY	2536	102	2576	25	2601	\$72.00	\$1,800.00
	5	F&I Sidewalk 6" Thick Reinf Conc	SY	48	90	90	8	98	\$90.00	\$720.00
	6	Sodding	SY	20		20	-20	0	\$20.00	-\$400.00
	7	Rem & Repl Pavement 6" Thick Asph	SY	20		20	5	25	\$120.00	\$600.00
City Paid	8	Rem & Repl Curb & Gutter	LF	289	372	372	92	464	\$70.00	\$6,440.00
	9	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	970	1087	1087	243	1330	\$107.00	\$26,001.00
Assessed Sub Total										-\$30,448.00

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 (\$)
	10	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	163	274	274	-11	263	\$120.00	-\$1,320.00
	11	F&I Sidewalk 4" Thick Reinf Conc	SY	144	102	102	107	209	\$75.00	\$8,025.00
	12	F&I Sidewalk 6" Thick Reinf Conc	SY	-8	90	20	22	42	\$90.00	\$1,980.00
	13	F&I Det Warn Panels Cast Iron	SF	472		472	224	696	\$45.00	\$10,080.00
	15	Curb Stop Box to Grade	EA	12		12	-1	11	\$110.00	-\$110.00
	16	Mulching Type 1 Hydro	SY	4401		4401	786	5187	\$4.00	\$3,144.00
	17	Seeding Type B	SY	4401		4401	786	5187	\$5.00	\$3,930.00
	18	Sodding	SY	20		20	-20	0	\$20.00	-\$400.00
	19	Remove Driveway All Thicknesses All Types	SY	46		66	26	92	\$15.00	\$390.00
	20	Remove Sidewalk All Thicknesses All Types	SY	20		20	11	31	\$10.00	\$110.00
	21	Rem & Repl Pavement 9" Thick Asph	SY	20		20	-20	0	\$150.00	-\$3,000.00
	22	Topsoil - Import Special	CY	150		150	-20	130	\$60.00	-\$1,200.00
									City Paid Sub Total	\$54,070.00

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Assessed/Infrastructure sales tax

\$23,622.00

\$80,200.00

\$834,705.00

\$938,527.00

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

APPROVED

For Contractor

Title


Jake Anthony
CFO

APPROVED DATE

Department Head

Mayor

Attest


T. Cee
12/6/22

16

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SR-22-B1 Type: Negative Final Balancing Change Order #3

Location: Citywide Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/12/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Brandon Beaudry</u>

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, for Negative Final Balancing Change Order #3 in the amount of \$-68,076.25, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of \$-68,076.25, bringing the total contract amount to \$578,852.25.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of \$-68,076.25, bringing the total contract amount to \$578,852.25 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson



CHANGE ORDER REPORT
SIDEWALK & SHARED USE PATH REHAB/RECONSTRUCTION
PROJECT NO. SR-22-B1
VARIOUS AREAS CITY WIDE

Final Balancing
Change Order

Change Order No 3 Change Order Date 11/21/2022
 Contractor 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 Change Order # 3

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Curr Cont Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Assessed	1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	-11	294	294	-105	189	189	\$110.00	-\$11,550.00
	2	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	1	76	76	-39	37	37	\$150.00	-\$5,850.00
	3	Rem & Repl Driveway 6" Thick Reinf Conc	SY	40	40	40	-40	0	0	\$150.00	-\$6,000.00
	4	F&I Sidewalk 4" Thick Reinf Conc	SY	3779	4112	4112	-188	3924	3924	\$75.00	-\$14,100.00
	5	F&I Sidewalk 6" Thick Reinf Conc	SY	10	68	68	-10	58	58	\$100.00	-\$1,000.00
	6	F&I Driveway 7" Thick Reinf Conc	SY	277	277	277	-15	262	262	\$110.00	-\$1,650.00
	7	Sodding	SY	20	20	20	-20	0	0	\$20.00	-\$400.00
	8	Remove Sidewalk All Thicknesses All Types	SY	27	27	27	-17	10	10	\$15.00	-\$255.00
	9	Remove Driveway All Thicknesses All Types	SY	322	322	322	-270	52	52	\$10.00	-\$2,700.00

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 (\$)
City Cost	11	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	3	294	185	18	203	\$110.00	\$1,980.00
	12	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	152	76	184	4	188	\$120.00	\$480.00
	13	F&I Sidewalk 4" Thick Reinf Conc	SY	17	4112	281	-119	162	\$75.00	-\$8,925.00
	14	F&I Sidewalk 6" Thick Reinf Conc	SY	54	68	164	-62	102	\$82.00	-\$5,084.00
	15	F&I Impressioned 6" Thick Reinf Conc	SY	43		43	55	98	\$125.00	\$6,875.00
	16	Rem & Repl Sidewalk 7" Thick Reinf Conc	SY	60		60	-13	47	\$130.00	-\$1,690.00
	18	F&I Det Wrm Panels Cast Iron	SF	512		512	-304	208	\$49.00	-\$14,896.00
	19	Casting to Grade - w/Conc	EA	5		5	-3	2	\$490.00	-\$1,470.00
	20	Curb Stop Box to Grade	EA	6		6	-1	5	\$100.00	-\$100.00
	21	Mulching Type 1 Hydro	SY	3765	3630	3630	565	4195	\$5.00	\$2,825.00
22	Seeding Type B	SY	3765	3630	3630	565	4195	\$5.00	\$2,825.00	
24	Sodding	SY	20		20	-20	0	\$20.00	-\$400.00	
26	Remove Sidewalk All Thicknesses All Types	SY	94		94	18	112	\$10.00	\$180.00	
27	Rem & Repl Pavement 9" Thick Asph	SY	20		20	-20	0	\$155.00	-\$3,100.00	
30	Topsoil - Import Special	CY	175		175	-50	125	\$30.00	-\$1,500.00	
City Cost Sub Total										-\$22,000.00
Broadway Sidewalk Reconstruction	32	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	-182	294	9	9	18	\$200.00	\$1,800.00
	Broadway Sidewalk Reconstruction Sub Total									
Assessed Sub Total										-\$43,505.00

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 (\$)
Change Order 1	36	Boulevard Grading	SY	235	0	330	235	565	\$9.25	\$2,173.75
	37	Rem & Repl Curb & Gutter	LF	-103	0	296	-53	243	\$85.00	-\$4,505.00
	38	Rem & Repl Curb & Gutter	LF	-320	0	50	-24	26	\$85.00	-\$2,040.00
									Change Order 1 Sub Total	-\$4,371.25

Summary.

Source Of Funding	Assessment/Sales Tax Infrastructure
Net Amount Change Order # 3 (\$)	-\$68,076.25
Previous Change Orders (\$)	\$84,602.50
Original Contract Amount (\$)	\$562,326.00
Total Contract Amount (\$)	\$578,852.25

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

CONTRACT DATES

Current Substantial Completion Date	Current Final Completion Date
10/24/2022	11/14/2022
Additional Days Substantial Completion	Additional Days Final Completion
0	0
New Substantial Completion Date	New Final Completion Date
10/24/2022	11/14/2022

Interim Completion Dates

APPROVED
For Contractor
Title


Jake Anthony
CFO

APPROVED DATE
Department Head
Mayor
Attest


12/6/22

17

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TM-22-A1

Type: Final Balancing Change Order #3

Location: Citywide

Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/12/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Jim Mohr</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Final Balancing Change Order #3 in the amount of \$30,783.00, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #3 in the amount of \$30,783.00, bringing the total contract amount to \$679,033.50.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Final Balancing Change Order #3 to Northstar Safety.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #3 in the amount of \$30,783.00, bringing the total contract amount to \$679,033.50 to Northstar Safety.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

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>

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)

COMMITTEE

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
<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"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Michael Redlinger, Interim City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Terri Gayhart, Finance Director

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Jim Mohr, Project Manager Traffic
Date: November 30, 2022
Re: Project No. TM-22-A1– Final Balancing Change Order #3
Pavement Markings

Background:

Project No. TM-22-A1 is a citywide pavement-marking project.

Northstar Safety is the Prime Contractor on this project.

The attached Final balancing Change Order #3, in the amount of \$30,783.00, which increases the total contract amount to \$679,033.50, is for additional work as shown on Change Order #3. A full description of the additional work can be seen on the attached Change Order.

Recommended Motion:

Approve Change Order #2 in the amount of \$30,783.00 to Northstar Safety.

Attachment



**CHANGE ORDER REPORT
PAVEMENT MARKINGS
PROJECT NO. TM-22-A1
VARIOUS LOCATIONS CITY WIDE**

Final Balancing
Change Order

Change Order No 3 Northstar Safety Inc Change Order Date 11/17/2022

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

EXPLANATION OF CHANGE Change Order # 3

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Site 2		Paint Epoxy Line 4" Wide	LF	-8803	170	15476	-15476	0	\$2.50	-\$38,690.00
								Site 2 Sub Total		-\$38,690.00
Site 1	1	F&I Contrast Tape Messages	SF	0	32	224	-32	192	\$40.00	-\$1,280.00
	2	F&I Grooved Plastic Film 16" Wide	LF	34	0	84	-9	75	\$25.00	-\$225.00
	3	F&I Grooved Plastic Film 24" Wide	LF	22	0	216	-18	198	\$37.00	-\$666.00
	4	F&I Grooved Contrast Film 7" Wide	LF	1385	46	3760	118	3878	\$12.00	\$1,416.00
	5	F&I Grooved Contrast Film 11" Wide	LF	292	0	1355	63	1418	\$18.00	\$1,134.00
	6	Paint Epoxy Line 4" Wide	LF	-5479	170	3390	-66	3324	\$2.50	-\$165.00
	7	Paint Epoxy Line 8" Wide	LF	-3414	2125	150	76	226	\$5.00	\$380.00
								Site 1 Sub Total		\$594.00
Site 3	9	F&I Grooved Contrast Film 11" Wide	LF	-1037	0	100	-11	89	\$18.00	-\$198.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)	
Site 5	11	F&I Contrast Tape Messages	SF	128	32	192	128	320	\$40.00	\$5,120.00	
	12	F&I Grooved Plastic Film 6" Wide	LF	5015	0	5063	-1307	3756	\$9.00	-\$11,763.00	
	13	F&I Grooved Plastic Film 16" Wide	LF	47	0	94	-6	88	\$25.00	-\$150.00	
	14	F&I Grooved Plastic Film 24" Wide	LF	106	0	260	22	282	\$37.00	\$814.00	
	15	F&I Grooved Contrast Film 7" Wide	LF	3480	46	5781	192	5973	\$12.00	\$2,304.00	
	16	F&I Grooved Contrast Film 11" Wide	LF	560	0	1610	76	1686	\$18.00	\$1,368.00	
	17	Paint Epoxy Line 4" Wide	LF	-667	170	8132	4	8136	\$2.50	\$10.00	
	18	Paint Epoxy Line 6" Wide	LF	6099	0	6099	2152	8251	\$4.00	\$8,608.00	
	19	Paint Epoxy Line 8" Wide	LF	-1621	2125	580	1439	2019	\$5.00	\$7,195.00	
	20	Paint Epoxy Message	SF	-74	362	288	112	400	\$16.00	\$1,792.00	
					Site 3 Sub Total				Site 3 Sub Total		-\$198.00
	Site 6	21	F&I Contrast Tape Messages	SF	-96	32	128	-32	96	\$40.00	-\$1,280.00
		22	F&I Grooved Plastic Film 8" Wide	LF	-762	338	100	132	232	\$11.00	\$1,452.00
		23	F&I Grooved Plastic Film 16" Wide	LF	-13	0	131	-103	28	\$25.00	-\$2,575.00
		24	F&I Grooved Plastic Film 24" Wide	LF	40	0	506	-290	216	\$37.00	-\$10,730.00
		25	F&I Grooved Contrast Film 7" Wide	LF	2536	46	4992	37	5029	\$12.00	\$444.00
		26	F&I Grooved Contrast Film 11" Wide	LF	406	0	638	894	1532	\$18.00	\$16,092.00
					Site 5 Sub Total				Site 5 Sub Total		\$15,298.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Site 7	27	Obliterate Pavement Markings	SF	-158	64	50	110	160	\$5.00	\$3,403.00
								Site 6 Sub Total		
									\$5.00	\$550.00
	28	F&I Grooved Plastic Film Message	SF	-32	64	32	96	128	\$37.00	\$3,552.00
	29	F&I Grooved Plastic Film 8" Wide	LF	-370	338	100	524	624	\$11.00	\$5,764.00
								Site 7 Sub Total		\$9,866.00
Site 8	30	Obliterate Pavement Markings	SF	-314	64	50	-46	4	\$5.00	-\$230.00
	31	F&I Grooved Plastic Film 24" Wide	LF	94	0	60	210	270	\$37.00	\$7,770.00
	32	F&I Grooved Contrast Film 7" Wide	LF	-2465	46	100	-72	28	\$12.00	-\$864.00
								Site 8 Sub Total		\$6,676.00
Site 9	33	Paint Epoxy Line 24" Wide	LF	-722	770	48	54	102	\$20.00	\$1,080.00
								Site 9 Sub Total		\$1,080.00
Site 10	34	F&I Grooved Plastic Film 16" Wide	LF	45	0	90	-4	86	\$25.00	-\$100.00
	35	F&I Grooved Plastic Film 24" Wide	LF	58	0	252	-18	234	\$37.00	-\$666.00
								Site 10 Sub Total		-\$766.00
Site 11	36	F&I Contrast Tape Messages	SF	-64	32	64	64	128	\$40.00	\$2,560.00
	37	F&I Grooved Plastic Film 6" Wide	LF	1613	0	306	48	354	\$9.50	\$456.00
	38	F&I Grooved Plastic Film 16" Wide	LF	46	0	117	-30	87	\$25.00	-\$750.00
	39	F&I Grooved Contrast Film 7" Wide	LF	-1761	46	700	32	732	\$12.00	\$384.00

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 (\$)
	40	F&I Grooved Contrast Film 11" Wide	LF	-438	0	690	-2	688	\$18.00	-\$36.00
Site 12	42	F&I Grooved Plastic Film 16" Wide	LF	89	0	125	5	130	\$25.00	\$125.00
	43	F&I Grooved Contrast Film 7" Wide	LF	-1377	46	1100	16	1116	\$12.00	\$192.00
	44	F&I Grooved Contrast Film 11" Wide	LF	-570	0	550	6	556	\$18.00	\$108.00
Site 13	45	Paint Epoxy Line 4" Wide	LF	-8309	170	900	-406	494	\$2.50	-\$1,015.00
	46	Paint Epoxy Line 16" Wide	LF	-390	440	50	71.3	121.3	\$10.00	\$713.00
								Site 11 Sub Total		\$2,614.00
								Site 12 Sub Total		\$425.00
								Site 13 Sub Total		-\$302.00

Summary

Source Of Funding

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Infrastructure Sales Tax Funds

\$30,783.00

\$112,740.50

\$535,510.00

\$679,033.50

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

APPROVED

For Contractor

Title

Wick B. Ford
VICE PRESIDENT

APPROVED DATE

Department Head

Mayor

Attest

T. Cell 12/6/22



TM-22-A1
 Pmt #6
 Pmt \$64,347.88
 Bal \$0.00
 Not Yet Approved

**PAY ESTIMATE SHEET
 PAVEMENT MARKINGS
 PROJECT NO. TM-22-A1
 VARIOUS LOCATIONS CITY WIDE**

Project No. TM-22-A1
Project Name Pavement Markings
Type Pavement Marking
Description Various locations City Wide
Pay Estimate Number 6
From Date 11/17/2022
To Date 11/17/2022

The Honorable Board of City Commissioners
 Dear Commissioners,

Be advised that Northstar Safety Inc has performed the work to date shown on this statement

1. Contract Work

	Contract			Previous			Current			To Date		
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
Site 1												
1	F&I Grooved Contrast Film 7" Wide - CO1	LF	3878	\$12.00	3878	\$46,536.00	0	\$0.00	3878	\$46,536.00	100%	
2	F&I Grooved Contrast Film 11" Wide - CO1	LF	1418	\$18.00	1418	\$25,524.00	0	\$0.00	1418	\$25,524.00	100%	
3	Paint Epoxy Line 4" Wide - CO2	LF	3324	\$2.50	3324	\$8,310.00	0	\$0.00	3324	\$8,310.00	100%	
4	Paint Epoxy Line 8" Wide - CO2	LF	226	\$5.00	226	\$1,130.00	0	\$0.00	226	\$1,130.00	100%	
5	Paint Epoxy Message - CO2	SF	80	\$16.00	80	\$1,280.00	0	\$0.00	80	\$1,280.00	100%	
6	F&I Contrast Tape Messages - CO1	SF	192	\$40.00	192	\$7,680.00	0	\$0.00	192	\$7,680.00	100%	
7	F&I Grooved Plastic Film 16" Wide - CO1	LF	75	\$25.00	75	\$1,875.00	0	\$0.00	75	\$1,875.00	100%	
8	F&I Grooved Plastic Film 24" Wide - CO1	LF	198	\$37.00	198	\$7,326.00	0	\$0.00	198	\$7,326.00	100%	
Site 1 Sub Total										\$99,661.00	\$0.00	\$99,661.00

1. Contract Work

		Contract			Previous			Current			To Date			
		Unit		Price	Quantity		Amount (\$)	Quantity		Amount (\$)	Quantity		Amount (\$)	% Comp.
		Quantity	Price		Quantity	Amount (\$)		Quantity	Amount (\$)		Quantity	Amount (\$)		
Site 3														
9	F&I Grooved Contrast Film 11" Wide - CO1	LF	89	\$18.00	89	\$1,602.00	0	\$0.00	89	\$1,602.00	100%			
		Site 3 Sub Total			\$1,602.00	\$0.00		\$1,602.00						
Site 4														
10	F&I Grooved Contrast Film 11" Wide - CO1	LF	130	\$18.00	130	\$2,340.00	0	\$0.00	130	\$2,340.00	100%			
		Site 4 Sub Total			\$2,340.00	\$0.00		\$2,340.00						
Site 5														
11	F&I Grooved Plastic Film 6" Wide - CO3	LF	3756	\$9.00	3756	\$33,804.00	0	\$0.00	3756	\$33,804.00	100%			
12	F&I Grooved Plastic Film 16" Wide - CO1	LF	88	\$25.00	88	\$2,200.00	0	\$0.00	88	\$2,200.00	100%			
13	F&I Grooved Plastic Film 24" Wide - CO1	LF	282	\$37.00	282	\$10,434.00	0	\$0.00	282	\$10,434.00	100%			
14	F&I Grooved Contrast Film 7" Wide - CO1	LF	5973	\$12.00	5973	\$71,676.00	0	\$0.00	5973	\$71,676.00	100%			
15	F&I Grooved Contrast Film 11" Wide - CO1	LF	1686	\$18.00	1686	\$30,348.00	0	\$0.00	1686	\$30,348.00	100%			
16	Paint Epoxy Line 4" Wide - CO2	LF	8136	\$2.50	8136	\$20,340.00	0	\$0.00	8136	\$20,340.00	100%			
17	Paint Epoxy Line 6" Wide - CO3	LF	8251	\$4.00	8251	\$33,004.00	0	\$0.00	8251	\$33,004.00	100%			
18	Paint Epoxy Line 8" Wide - CO2	LF	2019	\$5.00	2019	\$10,095.00	0	\$0.00	2019	\$10,095.00	100%			
19	Paint Epoxy Message - CO2	SF	400	\$16.00	400	\$6,400.00	0	\$0.00	400	\$6,400.00	100%			
20	F&I Contrast Tape Messages - CO1	SF	320	\$40.00	320	\$12,800.00	0	\$0.00	320	\$12,800.00	100%			
		Site 5 Sub Total			\$231,101.00	\$0.00		\$231,101.00						
Site 6														
21	F&I Grooved Plastic Film 8" Wide - CO2	LF	232	\$11.00	232	\$2,552.00	0	\$0.00	232	\$2,552.00	100%			

1. Contract Work

	Contract			Previous			Current			To Date		
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
22	F&I Grooved Plastic Film 16" Wide - CO1	LF	28	\$25.00	28	\$700.00	0	\$0.00	28	\$700.00	100%	
23	F&I Grooved Plastic Film 24" Wide - CO1	LF	216	\$37.00	216	\$7,992.00	0	\$0.00	216	\$7,992.00	100%	
24	F&I Grooved Contrast Film 7" Wide - CO1	LF	5029	\$12.00	5029	\$60,348.00	0	\$0.00	5029	\$60,348.00	100%	
25	F&I Grooved Contrast Film 11" Wide - CO1	LF	1532	\$18.00	1532	\$27,576.00	0	\$0.00	1532	\$27,576.00	100%	
26	F&I Contrast Tape Messages - CO1	SF	96	\$40.00	96	\$3,840.00	0	\$0.00	96	\$3,840.00	100%	
Site 6 Sub Total					\$103,008.00	\$0.00	\$0.00	\$103,008.00				
Site 7												
27	Obliterate Pavement Markings - CO1	SF	160	\$5.00	160	\$800.00	0	\$0.00	160	\$800.00	100%	
28	F&I Grooved Plastic Film Message - CO2	SF	128	\$37.00	128	\$4,736.00	0	\$0.00	128	\$4,736.00	100%	
29	F&I Grooved Plastic Film 8" Wide - CO2	LF	624	\$11.00	624	\$6,864.00	0	\$0.00	624	\$6,864.00	100%	
Site 7 Sub Total					\$12,400.00	\$0.00	\$0.00	\$12,400.00				
Site 8												
30	Obliterate Pavement Markings - CO1	SF	4	\$5.00	4	\$20.00	0	\$0.00	4	\$20.00	100%	
31	F&I Grooved Plastic Film 24" Wide - CO1	LF	270	\$37.00	270	\$9,990.00	0	\$0.00	270	\$9,990.00	100%	
32	F&I Grooved Contrast Film 7" Wide - CO1	LF	28	\$12.00	28	\$336.00	0	\$0.00	28	\$336.00	100%	
Site 8 Sub Total					\$10,346.00	\$0.00	\$0.00	\$10,346.00				
Site 9												
33	Paint Epoxy Line 24" Wide - CO2	LF	102	\$20.00	102	\$2,040.00	0	\$0.00	102	\$2,040.00	100%	
Site 9 Sub Total					\$2,040.00	\$0.00	\$0.00	\$2,040.00				
Site 10												

1. Contract Work

	Contract			Previous		Current		To Date			
	Unit	Price	Quantity	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)		
	Quantity								% Comp.		
34	F&I Grooved Plastic Film 16" Wide - CO1	LF	86	\$25.00	86	\$2,150.00	0	\$0.00	86	\$2,150.00	100%
35	F&I Grooved Plastic Film 24" Wide - CO1	LF	234	\$37.00	234	\$8,658.00	0	\$0.00	234	\$8,658.00	100%
			Site 10 Sub Total		\$10,808.00	\$0.00			\$10,808.00		
Site 11											
36	F&I Grooved Plastic Film 6" Wide - CO3	LF	354	\$9.50	354	\$3,363.00	0	\$0.00	354	\$3,363.00	100%
37	F&I Grooved Plastic Film 16" Wide - CO1	LF	87	\$25.00	87	\$2,175.00	0	\$0.00	87	\$2,175.00	100%
38	F&I Grooved Contrast Film 7" Wide - CO1	LF	732	\$12.00	732	\$8,784.00	0	\$0.00	732	\$8,784.00	100%
39	F&I Grooved Contrast Film 11" Wide - CO1	LF	688	\$18.00	688	\$12,384.00	0	\$0.00	688	\$12,384.00	100%
40	F&I Contrast Tape Messages - CO1	SF	128	\$40.00	128	\$5,120.00	0	\$0.00	128	\$5,120.00	100%
			Site 11 Sub Total		\$31,826.00	\$0.00			\$31,826.00		
Site 12											
41	F&I Grooved Plastic Film 16" Wide - CO1	LF	130	\$25.00	130	\$3,250.00	0	\$0.00	130	\$3,250.00	100%
42	F&I Grooved Contrast Film 7" Wide - CO1	LF	1116	\$12.00	1116	\$13,392.00	0	\$0.00	1116	\$13,392.00	100%
43	F&I Grooved Contrast Film 11" Wide - CO1	LF	556	\$18.00	556	\$10,008.00	0	\$0.00	556	\$10,008.00	100%
44	F&I Contrast Tape Messages - CO1	SF	32	\$40.00	32	\$1,280.00	0	\$0.00	32	\$1,280.00	100%
			Site 12 Sub Total		\$27,930.00	\$0.00			\$27,930.00		
Site 13											
45	Paint Epoxy Line 4" Wide - CO2	LF	494	\$2.50	494	\$1,235.00	0	\$0.00	494	\$1,235.00	100%
46	Paint Epoxy Line 16" Wide - CO2	LF	121.3	\$10.00	0	\$0.00	121.3	\$1,213.00	121.3	\$1,213.00	100%
			Site 13 Sub Total		\$1,235.00	\$1,213.00			\$2,448.00		

1. Contract Work

Contract		Previous		Current		To Date	
Unit Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)
A. All Contract Work Container Subtotal							
			\$534,297.00		\$1,213.00		\$535,510.00
							% Comp.

2. Change Orders

CO# & Category		Line No	Description	Change Order Item & Quantity Summary				Change Order Item Payment Summary					
				Previous Contract Totals		New Contract Totals		Previous		Current		To Date	
				Unit	Qty	Price	Unit Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity
Change Order #1				Net Contract Change: \$38,424.00									
Change Order #2				Net Contract Change: \$74,316.50				Change Order #1 Subtotals				\$38,424.00	
Change Order #3				Net Contract Change: \$38,690.00				Change Order #2 Subtotals				\$74,316.50	
				Change Order #3 Subtotals								\$0.00	
B. All Change Order Work Paid Subtotal								Change Order #3 Subtotals				\$0.00	
C. All Contract Work Container Subtotal								B. All Change Order Work Paid Subtotal				\$112,740.50	
D. Total Contract Work Completed To Date								C. All Contract Work Container Subtotal				\$534,297.00	
E. Total Contract Work Completed This Pay Estimate								D. Total Contract Work Completed To Date				\$648,250.50	
								E. Total Contract Work Completed This Pay Estimate				\$1,213.00	

* Please Note That Change Order Payment Totals On This Page Will Not Reflect The Total Change Order Value If The Change Order Contains Quantity Change Items

3. Payment Adjustments

Category	Line No	Description	Contract		Previous		Current		To Date		
			Unit Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Complete

To Date, No Payment Adjustments Have Been Made on This Project

Contract Summary		
1. Original Contract Amount	Original contract amount	\$535,510.00
2. Net Contract Change by Change Order	Sum of all net change order values	\$143,523.50
3. Current Contract Amount	Sum of original contract amount and all change orders	\$679,033.50
Total Work Completed To Date		
4. Total Contract Work Completed to Date	Section 2 of This Estimate, Line D	\$679,033.50
5. Total Contract Work Completed This Pay Estimate	Section 2 of This Estimate, Line E	\$31,996.00
Payment Adjustments		
6. Total Retainage Withheld @ 0% of Total Contract Work Completed to Date	Line 4 x 0%	-\$0.00
7. Retainage Release This Pay Estimate	(If Retainage is to be released) = Previous Total Retainage Withheld minus Line 6	\$32,351.88
8. Total Payment Adjustments This Pay Estimate	Section 3 of This Estimate, Line F	\$0.00
Payment Due Summary		
9. Total Due to Date	Line 4 + Line 6 + Total Payment Adjustments To Date (Line G, Section Three)	\$679,033.50
10. Previous Payments	Sum of all previous Payments to Contractor	\$614,685.62
11. Payment Due This Estimate	Line 9 - Line 10	\$64,347.88

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TN-22-B1 Type: Change Order #3

Location: Veterans Boulevard & 37th Avenue South Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	12/12/2022
PWPEC File	X
Project File	Jacob Rick

The Committee reviewed the accompanying correspondence from Project Manager, Jacob Rick, for Change Order #3 in the amount of \$28,681.00 for additional concrete replacement work requested by the City of West Fargo.

Staff is recommending approval of Change Order #3 in the amount of \$28,681.00, bringing the total contract amount to \$718,248.04.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Change Order #3 to Strata Corporation.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$28,681.00, bringing the total contract amount to \$718,248.04 to Strata Corporation.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: City of West Fargo

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u> <i> </i> </u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

B. E. D.
Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Jacob Rick, Project Manager
Date: November 28, 2022
Re: Project No. TN-22-B1 – Change Order No. 3
Veterans Boulevard and 37th Avenue South

Background:

This is an increase in quantity only, no additional time required for this change order. During concrete removal and replace, a representative for the City or West Fargo requested some exiting damaged concrete be replaced. This extra expense will be 100% funded by the City of West Fargo.

1. Change Order #3 – This change order adds an additional 124.70 SY of “Rem & Repl Pavement 10” Tick Doweled Conc”. This is will bring the total bid quantity to 468.90 SY, which is 74.8 SY over original estimated.

Recommended Motion:

Approve Change Order #3 in the amount of \$28,681.00, to be paid by the City of West Fargo.

JJR/klb
Attachment



CHANGE ORDER REPORT
TRAFFIC SIGNAL IMPROVEMENTS
PROJECT NO. TN-22-B1
VETERANS BLVD AND 37TH AVE S

Change Order No 3 **Change Order Date** 11/16/2022
Contractor Strata Corporation

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

EXPLANATION OF CHANGE Change Order # 3
 Added Concrete requested by City of West Fargo

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 (\$)
Change Order 3	58	Rem & Repl Pavement 10" Thick Doweled Conc	SY	0	0	0	124.7	124.7	\$230.00	\$28,681.00
Change Order 3 Sub Total									\$28,681.00	

Summary.

Source Of Funding

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Fargo Sales Tax, West Fargo Funds

\$28,681.00

\$4,054.54

\$685,512.50

\$718,248.04

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

APPROVED

For Contractor

Title

11-16-2022

Strata Corporation - Eric Simek

Project Manager

Eric Simek

APPROVED DATE

Department Head

Mayor

Attest

TRC 12/6/22



Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 29, 2022

**RE: NOTICE OF GRANT AWARD FOR EMERGENCY
PREPAREDNESS AND RESPONSE WITH THE NORTH
DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
PHEP/EPR STATEWIDE MANAGEMENT TEAM
NO. G21.1141 CFDA NO. 93.069
FUNDS: \$41,513
EXPIRES: 06/30/2023**

The attached Notice of Grant Award with the North Dakota Department of Health for Public Health Emergency Preparedness (PHEP) EPR Statewide Management Team is for \$41,513.

No budget adjustment is required for this contract.

If you have any questions, please contact me at 241.1380.

Suggested Motion: Move to approve the contract for the Public Health Emergency Preparedness Response/Statewide.

DF/lis
Enclosure



NOTICE OF GRANT AWARD
NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
 SFN 53771 (09-2022)

Grant Number G21.1141	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number NU90TP922054	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 11/10/2022	Grant End Date 6/30/2023
Federal Award Date 6/30/2023	Federal Awarding Agency Department of Health and Human Services		
This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program PHEP – EPR Statewide Response Team		North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611HLH5272-11	
Grantee Name Fargo – Cass Public Health		Project Director Tim Wiedrich, Division Director	
Address 1240 – 25 th Street South		Address 1720 Burlington Drive, Suite A	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Desi Fleming		Contact Name Juli Sickler, PHEP Director	
Telephone Number 701-241-1360		Telephone Number 701-328-2293	
Email Address dfleming@fargond.gov		Email Address Jsickler@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$41,513	\$0	\$41,513
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$41,513	\$0	\$41,513
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will complete the activities identified in Attachment A.			
Reporting Requirements Expenditure reports must be submitted within 30 days of incurring the expense to the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2023, must be received by July 15, 2023. A year-end progress report, as prescribed by the NDDHHS, must be submitted by August 31, 2023. Payments will be processed upon Department approval of expenditure reports and progress reports.			
Special Conditions The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health and Human Services is attached by reference and made a part of this agreement.			
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 NDDHHS as signed by Grantee for the period of July 1, 2021, to June 30, 2023 [Finance Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 11/29/22	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Division Director Health Response and Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
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.			

Contract Number: G21.1141
Unit: Fargo – Cass Public Health
Attachment A: FY2022-2023 BP3

Funding is provided to hire staff for planning and coordination of public health emergency preparedness and response activity in the State of North Dakota. PHEP Statewide Response Team members shall work closely with the North Dakota Department of Health and Human Services (NDDHHS) and community leaders throughout the state to coordinate planning and response activities for health and medical emergency events. Emergency events that require in-state and out-of-state response from team members are described as federal, state, county and/or city declared disaster/emergency, and/or a local public health declared emergency.

- All positions funded by this award must be approved by the NDDHHS.
- Of the total funding awarded with this award, no more than 10% can be used for administrative personnel to assist with this award's activity (accountant, administrative assistance and/or supervisory duties). The remaining funds are restricted to support the response personnel funded as part of the PHEP Statewide Response Team.
- Of the PHEP Statewide Response Team positions hired, one position must be one (1) FTE funded at 100%.
- Expenses such as supplies, rent, communications, etc., for team members NOT funded at 100%, must be split accordingly with other funding sources supporting the position.
- All PHEP Statewide Response Team members are required to participate in the following activity:
 - Bi-weekly videoconference meetings with the State.
 - Quarterly exercises (may be in different state-wide locations).
 - Annual training sessions equal to 20 hours as prescribed by the NDDHHS.
 - Assist the local public health units in conducting at least one NDDHHS approved full-scale exercise per five-year period at a POD (Point of Dispensing) site within that local public health unit's jurisdiction.
- Team members that have been assigned a port-a-count machine will be responsible to provide fit-testing as requested by other entities that include, but are not limited to EMS, hospitals, long term care, public health, law enforcement and fire departments. Grantees will store Department-owned port-a-count machines from the State Medical Cache and allow other agencies from their region to borrow the said machines for the purposes of fit testing staff and responders.

Each port-a-count machine must have training/testing records maintained by the respective team members using the forms/methods mutually agreed upon by the Grantee and the Department. Grantee will keep accurate tracking records of the port-a-count machines assigned to their public health unit and have those records available at the Department's request. 30 days prior to expired calibration dates, grantee will provide notification to the Emergency Preparedness Division (EPD) and assist EPD staff with collecting the machines to be sent back to the manufacturer for proper calibration. The EPD office will return the machines to the Grantee once calibration activities are completed by the manufacturer.

Grantee will provide accurate tracking records to the EPD office quarterly. Tracking records will include dates the machine was checked out and returned by a single agency, the name of the agency that used the machine and number of staff/responders fit tested during the time the machine was checked out with said agency. Prepared tracking/training forms will be submitted to the Department as attachments to the progress reports identified under the reporting requirements of this Notice of Grant Award.

The following activities are also eligible for reimbursement through this award. Eligible expenses for each include equipment, office supplies, travel, salaries, rent, utilities, connectivity/communication fees, IT software, training and professional development costs.

1. Participation in HAN (Health Alert Network) call-down drills as conducted by NDDHHS.
2. Active participation in and/or coordination of local planning and preparedness committees.
3. Assist local public health units with coordination of local all hazards planning with local emergency management.
4. Assist with maintenance of local health and medical emergency operations plans (updates should occur annually). All plans should be available in the HAN Document Library i.e. local all hazards plans, pandemic influenza plans, risk communications plans, POD plans, etc.
5. Assist with maintenance of accurate contact information for local emergency plans, public health POD groups, regional groups, local public health groups, etc.
6. Work with health and medical partners to conduct quarterly call down drills of the POD groups, regional groups, local public health groups, etc.
7. Maintain Incident Command training by completing the following NIMS courses: ICS100, ICS200, ICS 300, ICS 400, ICS700, and ICS800.

Other activities may be eligible for funding as mutually agreed upon between the local public health unit and the North Dakota Department of Health and Human Services Emergency Preparedness Division.

The PHEP Statewide Response Team members funded by this grant award are expected to respond to emergency events across the State of North Dakota as requested by the North Dakota Department of Health and Human Services. However, there may be situations that prevent a team member from responding as requested. These situations may include, but are not limited to, sickness or injury; a team member's family member being sick or injured and requiring assistance with care; funeral; or an emergency identified by the local public health administrator. These and other situations will be discussed between the local public health administrator and the Health Response and Licensure Division Director and/or the PHEP Director at the time of the request.



Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com


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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 29, 2022

**RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE WITH THE
NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN
SERVICES PHEP ALL HAZARDS ALLOCATION
NO. G21.1149 CFDA 93.069
FUNDS: \$13,652
EXPIRES: 06/30/2023**

The attached Notice of Grant Award for \$13,652 with the North Dakota Department of Health is for the Public Health Emergency Preparedness (PHEP) All Hazards Allocation.

No budget adjustment is required for this contract.

If you have any questions, please contact me at 241.1380.

Suggested Motion: Move to approve the contract for the Public Health Emergency Preparedness/All Hazards Allocation.

DF/lls
Attached



NOTICE OF GRANT AWARD
 NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
 SFN 53771 (09-2022)

Grant Number G21.1149	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number NU90TP922054	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 11/10/2022	Grant End Date 6/30/2023
Federal Award Date 6/30/2022	Federal Awarding Agency Department of Health and Human Services		
This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program PHEP – EPR All Hazards Allocation		North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611HLH5272-11	
Grantee Name Fargo – Cass Public Health		Project Director Tim Wiedrich	
Address 1240 – 25 th Street South		Address 1720 Burlington Drive, Suite A	
City/State/ZIP Code Fargo, ND 58103-2387		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Desi Fleming		Contact Name Juli Sickler, PHEP Director	
Telephone Number 701-241-1360		Telephone Number 701-328-2293	
Email Address dfleming@fargond.gov		Email Address jsickler@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$13,652	\$0	\$13,652
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$13,652	\$0	\$13,652
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will complete the activities identified in Attachment A.			
Reporting Requirements Expenditure reports must be submitted within 30 days of incurring the expense to the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2023, must be received by July 15, 2023. A year-end progress report, as prescribed by the NDDHHS, must be submitted by August 31, 2023. Payments will be processed upon Department approval of expenditure reports and progress reports.			
Special Conditions The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health and Human Services is attached by reference and made a part of this agreement.			
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 NDDHHS as signed by Grantee for the period of July 1, 2021, to June 30, 2023 [Finance Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 11/29/22	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director, Public Health	
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.			

Contract Number: G21.1149
Unit: Fargo – Cass Public Health
Attachment A: FY2022-2023 BP3

The following activities are required for reimbursement through this award:

1. Participate in one (1) state-hosted exercise. Quarterly exercises are held with the PHEP Statewide Response Team and are open for participation from local public health employees.
2. Attend 75% of state-hosted videoconference meetings. Bi-monthly videoconference meetings will be held with local public health administrators throughout this budget period.
3. Participate in three (3) HAN (Health Alert Network) call-down drills as conducted by the PHEP - EPR Office. HAN call-down drills are conducted quarterly throughout the budget period.
4. Conduct one (1) full-scale POD (Point of Dispensing) exercise within your jurisdiction every five (5) years as approved by the North Dakota Department of Health and Human Services (NDDHHS). Annual influenza clinics will be considered a full-scale exercise and count towards this requirement if the clinic is conducted with the POD location outlined in the jurisdiction's plans and the activity conducted within the POD closely resembles the activity described in the POD plan. An AAR/IP (After Action Report/Improvement Plan) shall be completed and loaded into the HAN Document library for each exercise.

The following activities are eligible for reimbursement through this award. Eligible expenses include equipment, office supplies, travel, salaries for public health employees, rent, utilities, connectivity fees, maintenance agreements, IT software, contracts for professional services, training and professional development costs.

1. Active participation in local/regional emergency preparedness and response planning committees.
2. Assist PHEP Statewide Response Team with maintenance of current local emergency operations plans (updates should occur every six (6) months). All plans should be available in the HAN Document Library i.e. local all hazards plans, pandemic influenza plans, risk communications plans, POD plans, etc.
3. Work with the PHEP Statewide Response Team to conduct quarterly call down drills of the local POD groups, local public health response groups, and local public health groups. Maintain accurate contact information for these groups throughout the budget period.
4. Maintain 24/7/365 access to knowledgeable public health personnel through a locally published phone number.
5. Public health response personnel may complete the following NIMS courses: ICS100, ICS200, ICS700 and ICS800. Additionally, department operation center incident commanders and section chiefs should complete the following NIMS courses: ICS300 and ICS400.
6. Work with the PHEP Statewide Response Team in assisting long term care facilities to develop emergency operations plans for their facilities and invite those representatives to participate in local community preparedness and response meetings.
7. Work with PHEP Statewide Response Team to develop and administer workshops and tabletop exercises for local emergency operations plans to identify gaps in community recovery.

Other activities may be eligible for funding as mutually agreed upon in writing between the local public health unit and the North Dakota Department of Health and Human Services Emergency Preparedness Division.



Fargo Cass Public Health
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Fargo, ND 58103-2367
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(21)



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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 29, 2022

**RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE WITH THE
NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN
SERVICES FOR THE CITY READINESS INITIATIVE
NO. G21.1159 CFDA NO. 93.069
FUNDS: \$138,518
EXPIRES: 06/30/2023**

The attached Notice of Grant Award for \$138,518 with the North Dakota Department of Health is for the City Readiness Initiative.

No budget adjustment is required for this contract.

If you have any questions, please contact me at 241.1380.

Suggested Motion: Move to approve the grant award for the Public Health Emergency Preparedness City Readiness Initiative.

DF/lls
Enclosure

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (09-2022)

Grant Number G21.1159	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number NU90TP922054	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 11/10/2022	Grant End Date 6/30/2023
Federal Award Date 6/30/2022	Federal Awarding Agency Department of Health and Human Services		
This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program PHEP – City Readiness Initiative (CRI)		North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611HLH5272-11	
Grantee Name Fargo – Cass Public Health		Project Director Tim Wiedrich	
Address 1240 – 25 th Street South		Address 1720 Burlington Drive, Suite A	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Desi Fleming		Contact Name Juli Sickler, PHEP Director	
Telephone Number 701-241-1360		Telephone Number 701-328-2293	
Email Address dfleming@farqond.gov		Email Address jsickler@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$138,518	\$0	\$138,518
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$138,518	\$0	\$138,518
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service			
Grantee will complete the activities identified in Attachment A.			
Reporting Requirements			
Expenditure reports must be submitted within 30 days of incurring expenses or as required by the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2023, must be received by July 15, 2023. A year-end progress report, as prescribed by the NDDHHS, must be submitted by August 31, 2023, for the period of November 1, 2022 through June 30, 2023. Payments will be processed upon Department approval of expenditure reports and progress reports.			
Special Conditions			
The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health and Human Services is attached by reference and made a part of this agreement.			
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 NDDHHS as signed by Grantee for the period of July 1, 2021, to June 30, 2023 [Finance Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 11/29/22	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director, Public Health	
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.			

Contract: G21.1159

Contractor: Fargo - Cass Public Health

Attachment A

Required Activities:

1. Develop a schedule and plans to meet the requirements outlined in the Public Health Emergency Preparedness (PHEP) Operational Readiness Review Guidance on pages 6 through 11. Conduct three drills as required by Division of Strategic National Stockpile (DSNS) and submit the dates of the drills scheduled to North Dakota Department of Health and Human Services (NDDHHS) no later than September 10, 2022. Results of scheduled drills will be forwarded to the NDDHHS no later than June 1, 2023, prior to submission by the appropriate method per the Center of Disease Control's requirement. After approval has been obtained by NDDHHS, submit the appropriate documentation regarding the plans for drills and any other required reports by the appropriate method approved by the Center of Disease Control by no later than June 30, 2023.
2. Conduct one full-scale or functional mass prophylaxis dispensing exercise as approved by the NDDHHS that includes all pertinent jurisdictional leadership and emergency support function leads, planning and operational staff, and all applicable personnel. Submit the resulting exercise data, after action report(s), improvement plans and other required reports to NDDHHS for approval. After approval by NDDHHS, submit documents by the appropriate method approved by the Center of Disease Control. The Functional/Full Scale exercise (FE / FSE) needs to be conducted only once over a 5-year period, currently 2019 – 2024.
3. Functional / Full Scale exercises and documents should be posted to the National Exercise Master Scenario Events List (NxMSEL).
4. Conduct one annual PHEP exercise incorporating access and functional needs (AFN) partners. The exercise requirement may be met by incorporating at least one AFN partner in a drill, a tabletop, a functional, a full-scale exercise, or during an incident or public health event in which the AFN partner participates. CRI jurisdictions must provide evidence that demonstrates involvement of AFN partners during an exercise, incident, or public health event.
5. Assemble State Strategic National Stockpile (SNS) and local City Readiness Initiative (CRI) planners to convene periodic CRI meetings to enable participants to engage in the exchange of CRI information, update SNS plans, educate and train volunteers and network to improve CRI program success.
6. Continue development and augmentation of Grantee's scalable plans with supporting infrastructure that is consistent with State plans so that the selected Metropolitan Statistical Areas (MSAs) are prepared to provide medical counter measures during an event.
 - Identify point of dispensing (POD) sites to accommodate the provision of antibiotics to the affected population.
 - Recruit volunteer staff for POD operations and populate the Public Health Emergency Volunteer/Medical Reserve Corps (PHEVR/MRC). Submit volunteer data in an approved format to NDDHHS Emergency Preparedness and Response Office.
 - Orient and train volunteer staff (clinical and non-clinical) for POD operations. Training could include pre-event and/or just-in-time tools.
 - Conduct POD site surveys to ensure suitability of facilities in supporting POD operations. Operational manuals should be developed specific to each POD site.
 - Coordinate with state and local law enforcement to develop a comprehensive security plan.
 - Coordinate with jurisdictions across the MSA to ensure consistent health communication messaging and dissemination of public information.
 - Maintain plans that are consistent with State plans to provide prophylaxis through alternate methods to increase population throughput to decrease the burden on

PODs. Examples include Drive-thru POD, company prophylaxis, mobile mass prophylaxis teams, closed POD.

- Determine threshold criteria for shifting from a clinical dispensing model to a non-clinical model of dispensing.
7. All plans must be available in the NDDHHS HAN Document Library. CRI plans must be reviewed and updated annually.

Other activities must be mutually agreed upon between Fargo Cass Public Health and the North Dakota Department of Health and Human Services Emergency Preparedness and Response Division.

22

TO: Board of City Commissions
FROM: Michael Mitchell, Training and Development Coordinator
RE: Contract Extension for SSP17413 – Vector Solutions
DATE: December 5, 2022

Background:

In 2016, the City of Fargo researched extensively for a software vendor providing a Learning Management System (LMS) for all City of Fargo employees. Numerous considerations of what was needed were researched and demonstrated to the City of Fargo within this year. One vendor, Vector Solutions, formally Target Solutions, was able to provide all necessary components of the LMS. A Sole Source Procurement was approved on the December 5, 2016, Commission meeting. Within the next year the City of Fargo set up workflows, detailed learning components and trainings and a five-year contract was executed at the December 4th, 2017, Commission meeting. The terms of the original five-year contract with Vector Solutions will expire on December 4, 2022.

Since the inception of the original contract we have added three additional services that are provided by Vector Solutions. Those services included specialized training curriculum for engineering and IS certifications as well as Vector EHS. Vector EHS replaced Industry Safe software and is used for safety management which includes incident reporting, tracking safety incidents, risk analysis and claims management.

We have been extremely pleased with the services and technical support provided by Vector Solutions during the term of this contract and would recommend a one-year extension for \$99,278.94 to Vector Solutions referencing SSP17412. The contract addendum (attached) has gone through the legal review process and has been approved by City Attorney, Nancy Morris.

Suggested Motions:

Approve the recommendation for a one-year extension to SSP17412. Updating the contract expiration for services and technical support for Vector Solutions to end December 31st, 2023.

Respectfully Submitted,



Michael Mitchell



Quote ID
Q-226875

Valid Until
Saturday, December 31, 2022

Contact Name
Jackelin Maguire

Schedule A – Revision

This Contract Revision Form replaces and supersedes Schedule A to the Client Agreement signed on **12/04/2017** between the Vector Solutions entity and the Client named below as of the Effective Date (Contract Revision Order No. 1 Effective Date).

Date: Thursday, December 1, 2022

Client Information

Client Name: City of Fargo (ND)	
Address: 225 4th ST N Fargo, ND 58102	
Primary Contact Name: Michael Mitchell	Primary Contact Phone: 701-200-6421

Agreement Term

Effective Date: 12/31/2022	Initial Term: 12 months
--------------------------------------	-----------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Mike Mitchell			
Billing Address: 225 4th ST N Fargo, North Dakota 58102		Billing Phone: 701-200-6421	
Billing Email: mmitchell@fargond.gov	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Fees

Product Code	Product Name	Description	Qty	Price	Sub Total
EHS PRO	Vector EHS - Professional	EHS Professional Software -Key Modules and Features	1,200	\$19.81	\$23,772.00
EHS PRO Set up Fee	Vector EHS - PROFESSIONAL Set up Fee		1	\$0.00	\$0.00
ISHome	Home	Home Module	1	\$0.00	\$0.00
Hazards	Hazards		1	\$0.00	\$0.00
CorrectiveActions	Corrective Actions		1	\$0.00	\$0.00
ISDashboardDashboard	Dashboard	Dashboard Module	1	\$0.00	\$0.00

ISPWF	Public Web Form	Public Web Forms	1	\$0.00	\$0.00
ISIncidents	Incidents	Incidents Module	1	\$0.00	\$0.00
ISInspection	Inspections	Inspections Module	1	\$0.00	\$0.00
EmployeeInterface	Employee Interface		1,200	\$0.00	\$0.00
EmployeeInterfaceSetupFee	Employee Interface Set up Fee		1,200	\$0.00	\$0.00
SingleSignOn	Single Sign On		1,200	\$0.00	\$0.00
SingleSignOnSetupFee	Single Sign On Set up Fee		1,200	\$0.00	\$0.00
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	1,200	\$50.78	\$60,936.00
TSTRAINLIB	All Course Catalogs	HR & Employment Practices, OSHA & Compliance, Driving Safety, NFPA/Fire/EVO, EMS Recertification catalogs for Vector LMS, TargetSolutions Edition	1,200	\$0.00	\$0.00
TSMMAINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	5	\$395.00	\$1,975.00
TSMUNILIB	Municipal AEC Catalog	AEC Complete	13	\$215.38	\$2,799.94
NRO	Non-Recurring Overage	Overage for: Vector EHS - Professional 2 months from 11/09/2022 -12/30/2022	1	\$3,700.00	\$3,700.00

Grand Total: \$93,182.94

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

City of Fargo (ND)
225 4th ST N
Fargo, ND 58102

By: _____

By: _____

Printed Name: Brandi Howe

Printed Name:

Title: Senior Director of Renewal Management

Title:

Date: _____

Date: _____

APPROVED BY THE BOARD
OF CITY COMMISSIONERS

12-4-17

Schedule A

12

CONFIDENTIAL



TargetSolutions

10805 Rancho Bernardo Road, Suite 200
San Diego, CA 92127-5703
877-944-6372 - Toll Free
858-592-7880 - Direct / 713-422-2695 Fax

TS Sales Contact: Rosario Valenti
rosario.valenti@targetsolutions.com
Phone: 563-663-8067

DATE of SUBMISSION	
10/24/2017	
INITIAL TERM and PAYMENT:	5 years, paid annually in advance

Proposal To:

City of Fargo

Mike Mitchell
200 3rd St. N
Fargo, ND 58102 701-298-6973
mmitchell@cityoffargo.com

TargetSolutions Online Training Platform, License Customized Website, Administration Tools and Applications

Description	Unit Price Per User	Quantity (# of Users)	Total
TargetSolutions Premier Platform City Year 1 FD, PW, PD, City	\$45.00	1000	\$45,000.00
TargetSolutions Premier Platform City Year 2 FD, PW, PD, City	\$46.00	1000	\$46,000.00
TargetSolutions Premier Platform City Year 3 FD, PW, PD, City	\$47.00	1000	\$47,000.00
TargetSolutions Premier Platform City Year 4 FD, PW, PD, City	\$48.00	1000	\$48,000.00
TargetSolutions Premier Platform City Year 5 FD, PW, PD, City	\$49.00	1000	\$49,000.00
Hands on Training with Amy Albanese			\$5,000.00
Annual Maintenance Fee Per Site		5	\$395.00
Optional Products and/or Services:			
One Time Set Up Fee			waived
Year One		TOTAL DUE	\$51,975.00

NOTES:

\$47,975.00	Year 2 Total
\$48,975.00	Year 3 Total
\$49,975.00	Year 4 Total
\$50,975.00	Year 5 Total

By signing the Client Agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms and; 3) agreeing you have read the Target Solutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

<http://targetsolutions.com/clients/client-resources/>



Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

- 1.1. **Access.** TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").
- 1.2. **Availability.** TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.
- 1.3. **Help Desk.** TSL will assist Users as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

- 2.1. **Compliance.** Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.
- 2.2. **Identify Users.** Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.
- 2.3. **Future Functionality.** Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

- 3.1. **Fees.** Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Upon expiration of the five (5) year Initial Term, fees shall be increased by 2.5% per year for any renewal terms.
- 3.2. **Payments.** All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.
- 3.3. **Suspension of Service for Overdue Payments.** Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights.

- 4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.
- 4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.
- 4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term and Termination.

- 5.1 The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date.
- 5.2 Termination for Cause. Either Party shall be entitled to terminate this Agreement for cause in the event that such other Party materially breaches this Agreement, which breach remains uncured for thirty (30) calendar days following written notice to the other Party. Such notice shall specify with reasonable detail the nature and extent of the breach. Upon such termination by Client, TSL shall issue a prorated refund of all prepaid fees.

6. Mutual Warranties and Disclaimer.

- 6.1. **Mutual Representations & Warranties.** Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.
- 6.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

- 7.1. **Limitation on Liability.** Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

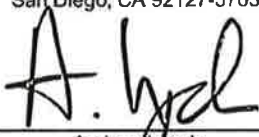
Subject to the limits in amount and types of coverage contained in TSL's insurance policies identified in its Certificate of Insurance, a copy of which is attached hereto for reference, TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, awarded for personal injury, including death, or damage to real or personal property of Client to the extent proximately caused by the negligence of an employee or agent of TSL while TSL is physically on Client's premises, or resulting from TSL's gross negligence, willful misconduct, or fraud.

- 7.2. Intellectual Property Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.
- 7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
- 7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.
- 7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.
- 7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.
- 7.7. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of North Dakota.
- 7.8. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as the last date set forth below.

Target Solutions Learning, LLC
10805 Rancho Bernardo Road, Suite 200
San Diego, CA 92127-5703

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

By: 
Andrew Lynch
Area Director of Sales

By: 

Date: 11.28.17

Date: 12-4-17





23

Fargo Inspections

City of Fargo
225 Fourth Street North
701-241-1561
fax 701-476-6779

Memorandum

DATE: December 8th, 2022
TO: Mayor Mahoney and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: RFP22111 - Approval of Proposal and Award, Demolition at 714 12 ST N, Fargo, ND 58102

Commissioners:

On December 5th, 2022, five proposals were received for demolition of 714 12 St N, Fargo ND. The results were as follows:

Master Construction	\$15,700.00
Asplin Excavating	\$34,000.00
Pioneer Excavating	\$51,453.00
Earthworks	\$54,950.00
Dirt Dynamics	\$62,300.00

The review committee, consisting of Shawn Ouradnik, Chris Rose, Greg Conlin and Laura Langdahl, determined which proposals met the specification required. It is our recommendation to accept Master Construction that has submitted the lowest proposal. This is in accordance with 2021 IPMC 113.3.

SUGGESTED MOTION:

Approve the recommendation to accept the proposal and award Master Construction in the amount of \$15,700.00. Inspections will work the City Attorney to draft a contract for this demolition.

Respectfully submitted,

Laura Langdahl
Code Enforcement Inspector

PROPOSAL FORM

Building Demolition
City of Fargo – Inspections Department

Company Name: MASTER CONSTRUCTION Co INC

Company Address: 1572 45 St N

Address of Demolition work to be performed: 714 12 St N,

Cost:

Demolition to include demolition, removal and dispose of structure, basement, foundation, remaining contents: \$ # 10,500.00

Sewer and water cap in boulevard until spring when they can be capped in the street:

To include Street repair and traffic control: \$ 1,800.00

Lot to be filled, compacted and brought to grade for proper drainage:

\$ 1,500.00

Seeding, fertilizing, and hydro mulching:

\$ 900.00

Clearing of trees per Forestry notes:

\$ 1,000.00

Asbestos Allowance:

\$ 5,000.00

Additional items: _____ \$ - 0 -

TOTAL COST: \$ 15,700.00 / Excludes Asbestos

[] Contractors License number: ND 1942

By: FRED SCHLANDER _____
(Name) (Signature)

PRES. Fred@Master-Construction.net 701.246.8504
(Title) (Email) (Phone)



Inspections Office

Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561
Fax: 701.476.6779
www.FargoND.gov

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Memorandum

DATE: December 8, 2022
TO: Mayor and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building at 509 21st St N

Background:

The property at 509 21 St N., Fargo was declared a Dangerous Building during the regular meeting of the City Commission on October 31, 2022. At this meeting, the Board approved the deadline for removal of the structure by December 30, 2022. The property is currently in transition of ownership due to foreclosure proceedings. The foreclosure action was initiated by PPH Mortgage Corporation, successor by merger to Ocwen Loan Servicing, LLC ("PPH"). PPH has requested an extension to the deadline for demolition of the dangerous building so they can (1) secure ownership, (2) obtain necessary permits, and (3) perform the work on the property so that it is "code compliant" and no longer a "dangerous building" by the opinion of the Building Official. The extension would be conditional with PPH securing ownership. If ownership is secured, PPH must (1) correct all items on the "Conditions Found Statement" from the "Notice of Dangerous Building", (2) provide full engineering on all systems, (3) obtain all necessary permits, and (4) make all necessary repairs by June 1, 2023. If these conditions are not met by June 1, the City shall be authorized to proceed with demolition on or after June 1, 2023.

RECOMMENDED MOTION: To direct the City Attorney's Office to amend the Findings of Fact, and Conclusions and Order to allow PPH until June 1, 2023 to secure ownership, obtain all necessary permits, provide full engineering on all systems, correct all of the deficiencies noted in the "Conditions Found Statement" of the "Notice of Dangerous Building", and make all necessary repairs. If PPH fails to do so, the City shall be authorized to proceed with demolition on or after June 1, 2023.

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December 12, 2022

To: City of Fargo Board of Commissioners

From: Timothy S. Dirks, Director
Fargo Public Library

ASD

Grant Approval Request:

The Fargo Public Library has applied for a grant of \$1000.00 from the Awesome Foundation for the purchase of books to be given free to children as part of the Red River Valley Kids Read program taking place March 1-31 2023.

Recommended motion:

To approve the acceptance of the grant totaling \$1000.00 from the Awesome Foundation.

Attachments:

N/A

26

TO: Board of City Commissioners
FROM: Nicole Crutchfield, Planning Director *NC*
RE: Cass Clay Community Land Trust American Rescue Plan (ARP) fund allocation
DATE: December 5, 2022

In April 2022 the City Commission approved ARP Metro Cities Funding as well as confirmed prior allocations for a senior housing project to be developed by Market Plaza Apartments. Three different allocation fund sources were approved by the City Commission in April 2022. The City Finance Department has been tracking the three allocations as follows:

- CARES Public Safety Funding = \$1,000,000
 - First Allocation of ARP Funding = \$500,000 (½ from Core Neighborhoods Capital & ½ Non Profits Social Services)
 - Second Allocation of ARP Funding = \$300,000
- Total Allocation = \$1,800,000

This project is a 39 unit affordable senior housing project located at 1376 Oak Manor Avenue (part of the former Kmart redevelopment). The project is ready for distribution of funds and agreements to be executed between the City of Fargo and the developer. Attached is the contract to be executed upon your approval.

Staff requests your approval for the Mayor to execute the contract as well as to authorize the allocation of the distribution of funds.

Recommendation: Confirm the allocation of \$1,800,000 to Beyond Shelter Inc., and authorize the Mayor to execute the sub recipient agreement.

**Development Agreement
Between the City of Fargo and Beyond Shelter, Inc.**

THIS AGREEMENT is entered into this ___ day of December, 2022, (the "Commencement Date") by and between the City of Fargo (the "City"), a North Dakota municipal corporation, and Beyond Shelter, Inc., a North Dakota nonprofit organization (the "Developer").

WHEREAS, the City is willing to make available up to **\$1,800,000**, (\$800,000 from the revenue loss eligible use category of the American Rescue Plan funding and \$1,000,000 from the CARES Public Safety funding);

WHEREAS, the City wishes to engage the Developer to acquire land and develop 39-units of affordable senior housing;

NOW, THEREFORE, for and in consideration of the monies to be received, covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Program Delivery and Scope of Work

As a condition of receiving this award, the Developer will administer funds to acquire land and cause to be developed 39-units of affordable senior housing to be located at 1376 Oak Manor Avenue South, Fargo, North Dakota (the "Project").

1. Levels of Accomplishment – Goals & Performance Measures

The grant funds under this Agreement will be loaned to Plaza Apartments 1 LLLP for the acquisition of the land via a long-term lease and the construction of the Project.

2. Performance Monitoring

The City will monitor the performance of the Developer against the requirements of this Agreement. If action to correct such substandard performance is not taken by the Developer within a reasonable period after notification by the City, suspension or termination procedures will be initiated. If at any time the actual performance outcomes vary greatly from the goals, an amendment to either the goals or funding amount may be performed.

3. Scope of Work

The Developer agrees to perform the work or cause the work to be performed described in the "Levels of Accomplishment" in compliance with this Agreement and provide applicable reports as requested by the City.

II. PAYMENT

A. General Payment Terms

1. Maximum Amount

The total amount to be paid by the City under this Agreement shall not exceed \$1,800,000.

2. Requests for Payment

The Developer will submit to the City requests for payments of activities under this Agreement and consistent with the approved budget for construction by an affiliate of Developer. Upon receipt of settlement agreements and invoices the City will process payments. Requests for payment will be for the purchase/long-term lease of land and for new construction activities.

3. Payment

The City will pay to the Developer funds available under this Agreement based upon information submitted by the Developer and consistent with any approved budget and City policy concerning payments. The Developer must submit an invoice to the City of Fargo for reimbursement of expenses within 90 days of expense.

B. Duplication of Benefits

In consideration of Developer's funds from the City, the Developer hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant of any type related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program to the extent of proceeds paid to the Developer under this Agreement that are deemed to be a duplication of benefits ("DOB"). This DOB shall be defined as financial assistance, available to the Developer, which can be used to pay for the costs described under Section I. Scope of Services and that are determined in the reasonable discretion of the City to be a duplication of benefits resulting in an amount of funds in excess of the amount requires to construct the project discussed above.

Upon receiving any proceeds from other grant programs for the Scope of Services, that were not already described in the grant application, Developer agrees to immediately notify the City. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

III. GENERAL CONDITIONS

A. Indemnification & Hold Harmless

The Developer agrees to indemnify and hold harmless the City and any of its officers, employees, contractors, consultants, representatives, agents, and assigns from and against

any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property resulting solely from the negligent acts or omissions of the Developer, or the Developer's contractors, successors, or assigns in connection with the work on the property, and the Developer will, at the Developer's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the City or in which the City may be joined with other parties upon any such matter or claim(s). This Agreement to indemnify and hold harmless will include indemnity against all costs, expenses, and liabilities, including any reasonable attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof. This indemnification provision will survive the termination of this Agreement and any subsequent agreements of the parties contemplated herein. Notwithstanding anything to the contrary contained herein, the Developer's obligation hereunder shall not apply to the extent such liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property, are a result of the acts or omissions of the City or its agents.

B. Insurance & Bonding

The Developer shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. Up and until the time a Certificate of Occupancy is issued for the newly constructed 39-unit affordable senior housing apartment building, the Developer shall include the City as an additional insured on any insurance policy issued to comply with the requirements of this provision.

c. Conflict of Interest

The Developer agrees to the following:

- The Developer shall maintain a written conflict of interest or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts.
- No employee, officer or agent of the Developer shall participate in the selection, or in the award, or administration of, a contract if a conflict of interest, real or apparent, would be involved.
- No covered persons who exercise or have exercised any functions or responsibilities with respect to City-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the City-assisted activity, or with respect to the proceeds from the City-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of the City, the Developer, or any designated public agency.

IV. ADMINISTRATIVE REQUIREMENTS

A. Final Report

The Developer shall submit a final report within one year of the issuance of a Certificate of Occupancy for the newly constructed 39-unit affordable senior housing apartment building,

B. Monitoring and Reporting Requirements

The City of Fargo's source of funds is from the federal allocation of Coronavirus State and Local Fiscal Recovery Funds (SLFRF). These funds are reported to US Treasury as Revenue Loss and Replacement Funds. Monitoring and Reporting Guidance is referenced as the Uniform Guidance, 2 C.F.R. Part 200, and apply to SLFRF awards other than such provisions as Treasury may determine are inapplicable to the award and subject to such exceptions as may be otherwise provided. The 2022 Compliance Supplement also provided that the requirements of 2 C.F.R. Part 200 are applicable unless stated otherwise. As such, recipients are required to follow Subparts A, B, C, and F of the Uniform Guidance for expenses categorized under Expenditure Category 6 "Revenue Replacement." However, given the purpose and very broad scope of eligible uses of the revenue replacement funds, only a subset of the requirements in Subparts D and E of the Uniform Guidance apply to recipients' use of such funds. The applicable requirements are listed below. In general, these requirements provide that recipients should not deviate from their established practices and policies regarding the incurrence of costs, and that they should expend and account for the funds in accordance with laws and procedures for expending and accounting for the recipient's own funds. The Developer's use of revenue replacement funds remains subject to the other applicable requirements of the SLFRF program, including among other things the deadlines for obligations and expenditures and the application of federal antidiscrimination requirements.

Uniform Guidance Subpart D and E Requirements Applicable to Revenue Loss Funds Used for the Provision of Government Services

Subpart D Post Federal Award Requirements

- 200.300 Statutory and national policy requirements.
- 200.302 Financial management.
- 200.303 Internal controls.
- 200.328 Financial reporting.
- 200.329 Monitoring and reporting program performance.
- Record Retention and Access (2 C.F.R. 200.334 – 200.338)
- Remedies for Noncompliance (2 C.F.R. 200.339 – 200.343)

Subpart E – Cost Principles

- 200.400(a) - (c), and (e) Policy guide.
- 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs.
- 200.404(e) Reasonable costs.

The listing and reference above is not conclusive; the Developer is expected to reference the US Treasury's Uniform Guidance for the above for further reference and resource information.


V. ENTIRE AGREEMENT

The provisions as set forth in items I-V, and all attachments of this agreement constitute the entire agreement between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

Developer

SIGNED THE 8th DAY OF DECEMBER, 2022.

Beyond Shelter, Inc., a North Dakota nonprofit corporation

By: 

Daniel P. Madler
Its: Chief Executive Officer

Federal ID # 45-0453966

DUNS # 14-591-1405

City of Fargo

SIGNED THE ___ DAY OF DECEMBER, 2022.

CITY OF FARGO, a North Dakota municipal corporation


By: _____
Timothy J. Mahoney, M.D.
Its: Mayor

ATTEST:

25240514v3

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MEMORANDUM

TO: City Commission
FROM: Mark Williams, Assistant Planning Director 
DATE: December 7, 2022
RE: 2023 Parking Rates

Below are our recommendations for monthly parking rates for 2023, proposed changes at specific parking facilities are noted in green. If approved, Interstate Parking will notify the current parkers of the rate change (see attachment).

The proposal was unanimously approved at the November 28 Finance Committee meeting.

2023 Monthly Rate Recommendations

Parking Facility	Total Spaces	Available Monthly Spaces	Spaces Rented	% Sold	Previous (2020) Monthly Rate \$	Current (2021 & 22) Monthly Rate \$	Proposed 2023 Monthly Rate \$	2020-21 Increase	2022-23 Increase
Civic Ramp	250	225	245	109%	\$106.00	\$129.00	\$140.00	21.70%	8.53%
RoCo	454	347	338	97%	\$106.00	\$129.00	\$140.00	21.70%	8.53%
~Reserved	35	35	33	94%	\$140.00	\$150.00	\$160.00	7.10%	6.70%
NP Ave.	145	85	77	91%	\$90.00	\$99.00	\$99.00	10.00%	0.00%
GTC	185	185	36	19%	\$99.00	\$106.00	\$106.00	7.07%	0.00%
4th St.	174	174	117	67%	\$75.00	\$75.00	\$80.00	0.00%	6.67%
3rd St.	145	145	179	123%	\$75.00	\$75.00	\$80.00	0.00%	6.67%
Main Ave.	75	75	0	0%	\$62.00	\$62.00	Sold	0.00%	NA
IPR	355	355	0	0%	\$59.00	\$59.00	Sold	0.00%	NA
7th Street	26	26	0	0%	\$45.00	\$45.00	Sold	0.00%	NA
Mercantile	369	369	239	65%	NA	\$106.00	\$115.00	NA	8.49%
~Reserved	27	27	0	0%	NA	\$129.00	\$129.00	NA	0.00%
C1 Lot (Former FPD)	27	27	9	33%	NA	\$70.00	\$70.00	NA	0.00%
C2 Lot (Former FCPH)	45	45	11	24%	NA	\$70.00	\$70.00	NA	0.00%

Recommended Action: Approve the 2023 parking rate increase, as proposed by Interstate Parking and recommended by Finance Committee.



Interstate Parking
207 4th St N Suite A
Fargo, North Dakota 58102
(701) 235-1618



October 15, 2022

Good afternoon,

2021 and 2022 have been challenging years with rising operational and labor costs therefore we must increase parking rates. Parking rates have remained the same since 2021. Effective January 1st, 2023, the monthly parking rates at city-owned facilities will be adjusted to the following schedule:

Civic Center Ramp	\$140.00
Roberts Garage	\$140.00
RoCo Reserved	\$160.00
*NP Avenue Lot	\$99.00
*GTC Garage	\$106.00
*4 th Street Lot	\$80.00
3 rd Street Lot	\$80.00
C1 Lot	\$70.00
*C2 Lot	\$70.00
*Mercantile	\$115.00

**Facilities marked with an * currently have contract spaces available.*

The Fargo Parking Commission and city staff have continued to work on several initiatives to improve the parking program downtown through simplification of restrictions and creating additional capacity. To highlight these initiatives...

Mercantile Garage

The Mercantile is the newest city owned parking garage with 369 stalls. Contract and hourly parking will be available to the public. The Mercantile Garage will be wrapped on all sides with a mixed-use and residential development that will include a police substation, parking office, retail, and apartments. The Mercantile Apartments opened earlier this spring and the Fargo Police substation and Parking office will open later this year.

****Fargo Parking/Interstate Parking will be located at 515 4th Ave N beginning in November.**

Night & Weekend Parking

Parking in a city-owned off-street facility is FREE after 5 PM on weeknights and all day on weekends. We also offer a Night & Weekend program at four facilities that allows more flexibility for downtown residents and guarantees a space. The four locations are:

Civic Center Ramp	411 2 nd Avenue North
Roberts Commons Garage	217 Roberts St. North
Ground Transportation Center	502 NP Avenue North
Island Park Ramp	515 1 st Avenue South

Downtown Resident Parking

The Downtown Residential Parking Permit Program (DRP3) offers residents the option of parking on designated streets without being penalized by time-zone restrictions.

Off-Street Parking

Fargo Parking operates four facilities in downtown Fargo that provide an hourly parking option:

Mercantile Garage	410 5 th St North
Civic Center Ramp	411 2 nd Avenue North
Roberts Commons Garage	217 Roberts St. North
NP Avenue Lot	602 NP Avenue North

For more information on off-street parking or anything in this letter, please contact Interstate Parking, 701-235-1618 or visit www.FargoParking.com.

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FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Capt George Vinson *GV*

Date: 12.06.2022

RE: Grant Approval Request

Federal Awarding Agency- Bureau of Justice Assistance
CFDA#- 16.609
Grant Award Period- January 1, 2023 to September 20, 2023
Project Description- Project Safe Neighborhoods (PSN) Grant
Grant Award- \$30,239 (no city match required)

On September 6, 2022, our City Commission approved us to apply for this PSN Grant. Our application request totaled \$70,107. We applied for this grant and were given an award in the amount of \$30,239. Based on the awarded dollar amount, we identified items within the original grant application which could be funded with the \$30,239 available. The items requested will increase officer safety in the field as well as increase our capacity to gather intelligence through the use of technology. This will help us safely combat violent crime in our neighborhoods. There is no city match for this award. I have attached the Grant Award Letter and the Grant Award and Acceptance agreement which provide greater detail to the award I am recommending we accept.

Recommended motion:

Accept the Project Safe Neighborhoods (PSN) Grant award in the amount of \$30,239.

FARGO POLICE DEPARTMENT
DEC 07 2022
DAVID B ZIBOLSKI
CHIEF OF POLICE
REF: *KEMBER ANDERSON*

FOR CONSENT AGENDA 12/12/22

RECEIVED
FARGO POLICE DEPARTMENT
DEC 06 2022
TRAVIS STEFONOWICZ
ASSISTANT CHIEF OF POLICE
REF: *Chief Zibolski - Concur*



STATE OF NORTH DAKOTA
OFFICE OF ATTORNEY GENERAL
www.attorneygeneral.nd.gov
(701) 328-2210

Drew H. Wrigley
ATTORNEY GENERAL

December 5, 2022

Captain George Vinson
Fargo Police Department
105 25th St N
Fargo, ND 58102

Dear Captain Vinson,

Your agency has been awarded \$30,239 in Project Safe Neighborhoods (PSN) Grant Program funds for the project period of January 1, 2023 through December 31, 2023, to be used towards your agency's approved project.

To accept this award, please review, complete, sign, and return the enclosed documents (listed below) to the Office of Attorney General by Tuesday, December 20, 2022:

1. Grant Award and Acceptance
2. Budget Detail
3. Contact Information Document
4. Non-Supplanting Certification
5. A-133 Audit Certification
6. Certified Conditions

**Please be sure to retain a copy of the above documents for your grant file.*

Please carefully review all the award documents. Reimbursements will only be paid via electronic funds transfer. Federal funds will not be disbursed until these forms have been completed, signed, and returned to the Office of Attorney General at:

ND Office of Attorney General
Grants Management Division
Attention: Mary Morrell
600 E. Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040

You may also choose to email the signed forms to: mjmorrell@nd.gov

Please take note of the following information contained in the award documents:

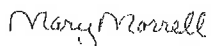
- Your project period is January 1, 2023 – December 31, 2023.
- The total amount of the funds awarded by the Drug and Violent Crime Policy Board has been inserted on the Grant Award and Acceptance Form.

- Projects are required to commence within 60 days of the scheduled beginning date.
- The Budget Summary has been completed according to requirements by the Department of Justice PSN program and recommendations made by the Drug and Violent Crime Policy Board. Any expenditure not in compliance with this Budget Summary will be considered unallowable and will not be reimbursed without prior approval.
- Please be sure to review the Special Condition/Funding Restriction Section to determine if special conditions and/or funding restrictions are attached to the grant award.
- The certified conditions in this document need to be reviewed and followed to stay in compliance with state regulations. The project director, authorized official, and fiscal officer must sign this certification indicating that they have read, understood, and agreed to abide by all the conditions pertaining to the administration of this grant award.

Reimbursements will be issued following the submission and approval of subrecipient's Summary Financial Reports (SFR).

We look forward to working with you on this project. If you have any questions or require additional information, please call me at (701) 328-5507.

Sincerely,



Mary Morrell
Grants/Contracts Officer I

MM/gb

Enclosures: Grant Award and Acceptance
Budget Detail
Contact Information Document
Non-Supplanting Certification
A-133 Audit Certification
Certified Conditions



GRANT AWARD AND ACCEPTANCE
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL
 12/2019

Subrecipient City of Fargo		Unique Entity Identifier # L2XTF33UJDQ5	Grant # 21701
Implementing Agency Fargo Police Department		Make Check Payable To	
Project Director George Vinson	Title Captain	Email gvinson@fargond.gov	Phone 701-476-4092
Fiscal Officer Kathy Lormis	Title Office Associate III	Email klormis@fargond.gov	Phone 701-476-4176
Federal Awarding Agency Bureau of Justice Assistance		CFDA # 16.609	FAIN # 15PBJA-21-GG-03042-GUNP
Project Description Project Safe Neighborhoods (PSN) Grant Program		Federal Award Period 10/01/2021--09/30/2024	Project Period 01/01/2023-12/31/2023
		Amount of Federal Funds Obligated by this Action \$30,239	Total Federal Award \$76,723

AWARD SUMMARY				
ITEM	PROJECT COST	SOURCE OF FUNDS		PERCENTAGE
Personnel		FEDERAL	\$30,239	100%
Operating	\$30,239			
Equipment		MATCH		0%
TOTAL	\$30,239	TOTAL	\$30,239	100%

GENERAL AND SPECIAL CONDITIONS

The subrecipient cannot spend or commit funds until January 1, 2023.

This is a non-R&D award and approved subject to the conditions outlined above and on the attached pages.

Date Awarded September 19, 2022	Signature of Attorney General or Designee <i>Becky Keller</i>	Printed Name and Title Becky Keller, Director of Finance and Administration
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ACCEPTANCE

The subrecipient and implementing agency accept this grant and promises to comply with all conditions and terms that apply to it. The project director and fiscal officer agree to submit timely financial and progress reports as set forth.

Date Accepted	Signature of Authorized Official	Name and Title (printed)
Date Accepted	Signature of Project Director	Name and Title (printed)
Date Accepted	Signature of Fiscal Officer	Name and Title (printed)



BUDGET DETAIL
Project Safe Neighborhood
Office of Attorney General

Recipient: City of Fargo
 Implementing Agency: Fargo Police Department
 Contact Name (P.D.): George Vinson

CY 2023 Request Detail

Approved
 Denied
Award Detail

Operating

Operating

Item	Qty	Unit	\$/Unit	Total
Supplies				
MRAPS Rifle Rated Shield	4	ea	4,767.00	19,068.00
Cannon LS3 Camera	8	ea	899.00	7,192.00
Tamron SP 150-600mm Lens	8	ea	1,399.00	11,192.00
Spartan GoLive Trail Camera	4	ea	434.00	1,736.00
TactiTrack 25 GPS	2	ea	1,398.00	2,796.00
Fire Strobe Camera	1	ea	2,995.00	2,995.00
Avon F90 Ballistic Helmet	11	ea	527.00	5,797.00
FoxFury Alternatative Light Source	1	ea	1,899.00	1,899.00
Cannon EOS RP Full Spectrum	1	ea	2,770.00	2,770.00
EVI-PAQ Green Laser BP-s	1	ea	462.00	462.00
Total Operating Requested \$				55,907.00

Item	Qty	Unit	\$/Unit	Total
Supplies				
Cannon LS3 Camera	8.00	ea	747.00	5,976.00
Tamron SP 150-600mm Lens	8.00	ea	1,446.00	11,568.00
Spartan GoLive Trail Camera	4.00	ea	434.00	1,736.00
TactiTrack 25 GPS	2.00	ea	1,398.00	2,796.00
Avon F90 Ballistic Helmet	11.00	ea	527.00	5,797.00
FoxFury Alternatative Light Source	1.00	ea	1,899.00	1,899.00
EVI-PAQ Green Laser BP-s	1.00	ea	467.00	467.00
Total Operating Awarded \$				30,239.00

Equipment

Equipment

Item	Qty	Unit	\$/Unit	Total
Hedge Hog Camera	1	ea	6,615.00	6,615.00
SpectraTek SP 949 Camera	1	ea	7,597.00	7,597.00
Total Equipment Requested \$				14,212.00

Item	Qty	Unit	\$/Unit	Total
Total Equipment Awarded \$				-

Total Request \$ 70,119.00

Total Award \$ 30,239.00

Signature	Authorized	Date
Official		
Signature	Project	Date
Director		
Signature	Fiscal	Date
Officer		



CY23 Funding A-133 Audit Certification

Subrecipient: City of Fargo
Grant Number: 21701
Federal Award Amount: \$30,239

We certify that:

We are a non-federal entity that expended \$750,000 or more in federal awards during our fiscal year (from all sources including pass-through sub awards), and are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Office of Management and Budget (OMB) 2 C.F.R. Part 200.514. This audit report will be submitted to the Office of Attorney General.

OR

We are a non-federal entity that expended less than \$750,000 a year in federal awards, and are therefore exempt from federal audit requirements for the award year. We realize however, that we must keep records that are available for review or audit by appropriate officials including the federal agency, pass-through entity, and U.S. Government Accountability Office (GAO).

Certified By:

Date Accepted	Signature of Authorized Official	Name and Title
Date Accepted	Signature of Project Director	Name and Title
Date Accepted	Signature of Fiscal Officer	Name and Title



Non-Supplanting Certification

We certify that:

- Grant funds received do not supplant existing funds from program activities (personnel, operating or equipment) and do not replace those funds which have been appropriated for the same purpose.
- Use of these grant funds will not supplant our General Fund Budget.
- If a position is fully funded by grant funds, each FTE is exclusively dedicated to the grant activities and a position description is on file.
- If a position is partially funded, it is dedicated to that extent to grant activities.
- The grant position(s), if fully funded, would be terminated if the funding were not available.
- The position(s), if partially funded by the grant, would have hours reduced accordingly, if funding were not available.

Certified By:

Signature of Authorized Official	Print Name and Title	Date Accepted
Signature of Project Director	Print Name and Title	Date Accepted
Signature of Fiscal Officer	Print Name and Title	Date Accepted



CONTACT SHEET
Project Safe Neighborhoods (PSN) Grant Program
 OFFICE OF ATTORNEY GENERAL

CONTACT INFORMATION

PLEASE COMPLETE AND RETURN WITH AWARD DOCUMENTS

Subgrantee: Receives/passes through funding. Reimbursements will be mail to this location. Must be a city or county.

Subgrantee Name (City/County)	Telephone	Email	Fax
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Subgrantee Mailing Address	City, State, Zip
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Contact Name	Telephone	Email
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Implementing Agency & Project Director: Manages day-to-day activities of the project/grant

Implementing Agency

Mailing Address	City, State, Zip
-----------------	------------------

Project Director & Title	Telephone	Email
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Fiscal Officer: Responsible for grant budgets, submits requests for reimbursement (SFR's). (May be the same as the project director)

Fiscal Officer	Title & Agency	Telephone	Email
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Person completing SFR (if not Fiscal Officer)	Title & Agency	Telephone	Email
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Mailing Address	City, State, Zip
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CERTIFIED CONDITIONS
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL
11/2022

I. INTRODUCTION

Subrecipient

Subrecipients are state agencies, units of local government (such as a city or county), other general-purpose political subdivisions of a state, or Indian tribes.

Implementing Agency

The Implementing Agency has direct responsibility for carrying out the activities of the grant (such as a police department or sheriff's office).

Authorized Official

The authorized official must have the legal authority to commit the Subrecipient to a contract or other agreement. Examples are the mayor, city auditor, county auditor, director of the state agency, or tribal chairperson. Overall responsibility for the administration of the project rests with this individual.

Project Director

The project director has direct responsibility for implementation of the project activities and spending within the awarded budget. This person will prepare and submit all progress reports as required by the Office of Attorney General (OAG).

Fiscal Officer

The fiscal officer prepares and submits all financial reports as required by the OAG and has responsibility for the financial administration of the project.

II. GENERAL TERMS AND CONDITIONS

General terms and conditions are available online at
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

1. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to

conduct during the award period – may result in the Office of Justice Programs (OJP) taking appropriate action with respect to the Subrecipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award.

The Department of Justice (DOJ), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and may lead to imposition of civil penalties and administrative remedies for false claims of otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. This award is subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards, see the OJP website <http://ojp.gov/funding/Part200UniformRequirements.htm>.
3. The Subrecipient agrees to comply with the DOJ Grants Financial Guide posted on the OJP website (currently the “2017 DOJ Grants Financial Guide” available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posed during the period of performance.
4. Subrecipients must comply with the federal Government-wide Suspension and Debarment provisions set forth at 2 CFR Part 180.
5. If a project has commenced operation within 60 days of the beginning project date, the project director will report in writing, the steps taken to initiate the project, the reasons for the delay and the expected starting date. Failure to submit this report when required may result in cancellation of the grant.

If a project has not begun operations within 90 days of the beginning of the project date, the project director must submit a second written report updating the information supplied in the first report. If this report is not received, or if the OAG determines that the delay is not desirable, the project will be canceled.

6. General appropriations-law restrictions compliance on the use of federal funds is required. The Subrecipient at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm> and are incorporated by reference here.

7. Subrecipients must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subaward are posted on the OJP website at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards must have specific federal authorization), and are incorporated by reference here.

8. In regards to employment eligibility verification for hiring under the award, the Subrecipient must:
 1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C 1324a(a)(1).
 2. Notify all persons associated with the Subrecipient who are or will be involved in activities under this award of both:
 - a. this award requirement for verification of employment eligibility, and
 - b. the associated provisions in 8 U.S.C 1324a(a)(1) that, generally speaking make it unlawful in the United States, to hire (or recruit for employment) certain aliens.
 3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility and of the associated provisions of 8 U.S.C 1324a(a)(1).
 4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Allowable Costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary and allocable costs (if any) of actions designed to ensure compliance with this condition.

Rules of Construction:

1. Staff involved in the hiring process: For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
2. Employment eligibility confirmation with E-Verify: For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment

eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

3. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
4. Nothing in this condition shall be understood to authorize or require any subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
5. Nothing in this condition, including paragraph 2 under Rules of Construction, shall be understood to relieve any subrecipient or any person or other entity of any obligations imposed by law, including 8 U.S.C. 1324a(a)(1).
9. Subrecipients must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipients breach procedures must include a requirement to report actual or imminent breach of PII to the OAG no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
10. Determination of suitability to interact with participating minors.

SCOPE: This condition applies to this award if it is indicated in the application for the award for any subaward, that a purpose of some or all of the activities to be carried out under the award by the subrecipient is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award Condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

11. Subrecipients must comply with all applicable requirements (requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients or individuals defined (for purposes of this condition) as "employees" of the subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

12. Subrecipients must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the

use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2017 DOJ Grants Financial Guide").

13. The Subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
14. Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>
15. The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards
16. The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

17. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
18. The Subrecipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subrecipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks. Further, the subrecipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the subrecipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the subrecipient's access to award funds; referral to the DOJ OIG for audit review; designation of the subrecipient as a DOJ High Risk grantee; or termination of an award(s).

19. Subrecipients must comply with all confidentiality requirements of 34 U.S.C 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

20. Compliance with National Environmental Policy Act and related statutes.

Upon request, the subrecipient must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

The subrecipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the subrecipient or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.

21. The Subrecipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

22. The subrecipient will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly

force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

III. COOPERATION

The Subrecipient and implementing agency agree to work with local, state, and federal criminal justice agencies in the performance of the project.

IV. THIRD-PARTY PARTICIPATION

No contract or agreement may be entered into by the Subrecipient and implementing agency for execution of project activities or provision of services for a grant project, unless the contract or agreement was part of the original grant award or is approved **in advance** by the OAG (exception: purchase of supplies, or standard commercial or maintenance services). Any contract or agreement entered into shall provide that the Subrecipient and implementing agency retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these conditions and any other requirements applicable to the Subrecipient and implementing agency in the conduct of the project.

V. WRITTEN APPROVAL REQUIRED FOR CHANGES

The Subrecipient and implementing agency must obtain prior written authorization from the OAG for major project changes including:

- A. Changes of substance in project activities, designs, or research plans as set forth in the approved application;
- B. Changes in the project director or key professional personnel identified in the approved application;
- C. Changes in the approved project budget as specified under financial conditions;
- D. Grant extensions

A grant extension must be requested in writing before the project period end date. The written request for an extension must state the need for the extension and indicate the additional time frame required to complete the project. In order to receive approval for an extension, financial and progress reports must be completed and submitted to the OAG.

VI. PROGRESS REPORTS

Purpose

Congress appropriates funds for the Project Safe Neighborhoods (PSN) Grant Program to create safer neighborhoods through a sustained reduction in violent crime. The value of each project is not only what it does for the community, but what it tells the PSN Task Force, the Drug and Violent Crime Policy Board, the

Attorney General, the North Dakota Legislature, the U.S. Attorney's Office, the U.S. DOJ, and Congress about violent crime within the identified target area.

Accordingly, subrecipients must submit Progress Reports to the OAG. Progress reports have the following purposes:

- A. To determine if the Subrecipient operated the project as agreed;
- B. To determine the outcome of the project;
- C. To develop data for criminal justice planning and the North Dakota PSN Strategy;
- D. To help other agencies which might undertake a similar project;
- E. To present information to Congress and the North Dakota Legislature.

Progress Report Requirements

Performance Measurement Tool (PMT) online reporting is required.

The Subrecipient must submit quarterly performance metrics reports through BJA's PMT website (<https://ojpsso.ojp.gov/>). The reporting requirements are due quarterly on the 20th of the month following the end of the quarter.

Additionally, the BJA may require specific project data.

Due Dates

Subrecipients must submit PMT reports quarterly, and depending on your agency/program, semi-annual progress reports may be required. **Reports are to be based on that period's activities.**

Failure to Submit the Progress Report

The OAG will not reimburse any expenditure if any federal progress report is outstanding. Failure to submit the progress reports may also result in the suspension of processing new or continuation projects.

VII. FINANCIAL MANAGEMENT

Accounting Requirements and Procedures

The Subrecipient and implementing agency agree to establish financial accounting procedures to assure proper disbursement and accounting for all federal funds and required non-federal matching funds. All conditions which apply to federal grant funds apply to match funds. These procedures should include timely recording and documentation of receipts and expenditures. At a minimum, your accounting system must:

- A. Separately account for the receipt of federal funds and matching funds under each grant awarded.
- B. Separately account for expenditures under each subgrant, even though it may be a project that is receiving continuation funding. Total costs and receipts must be identifiable under each grant award.

Non Supplanting

The subrecipient and implementing agency agree that federal funds made available through the PSN program must be used to supplement existing funds for program activities and cannot replace, or supplant, state, local, or other non-federal funds that have been appropriated for the same purpose.

Pre-Agreement Costs

The OAG reimburses only for goods or services purchased during the grant period. Expenditures or costs incurred prior to the "beginning date" listed on the federal Grant Award and Acceptance will not be allowed. Project funds cannot be spent or committed until January 1, 2023.

Budget Deviation

All expenditures of the project must be in accordance with the detailed federal Budget Summary of the Grant Award and Acceptance. The OAG will not reimburse expenses which are not in the approved budget. Requests to purchase items that are not in accordance with the detailed Budget Summary must be made in writing, in advance, to the OAG and will be considered on a case-by-case basis.

Unexpended Funds

Unexpended funds for the specific purposes or conditions of the grant during the awarded calendar year period must be returned to the OAG. These funds will be made available for award during the next grant award process.

Reimbursement/Allowable Expenses

The OAG reimburses actual expenses on a quarterly basis unless otherwise agreed upon by the OAG and the subrecipient. The Summary Financial Report (SFR) must be used to report all grant expenditures and a template will be provided to you. The report is required quarterly and must be submitted to the OAG within 30 days following the end of the reporting period.

The SFR must show all project expenditures during the period of the report. Expenditures should be reported as actual amounts and must be accompanied by complete documentation as indicated below.

A. Personnel Expenditures

Includes: Salary, overtime, and benefits

Documentation required: Hourly rates, copies of check stubs or payroll ledgers, itemization of withholding amounts and benefits paid, and supporting calculations of wages paid (timesheets may be reviewed during audits).

B. Operating Expenditures

Includes: Utilities, office supplies, travel expenses, training, etc.

Documentation required: Invoices, vouchers, receipts, purchase orders, bids and/or sole source documentation, or other supporting documentation.

C. Equipment

Includes: Tangible personal property having an acquisition cost of \$5,000 or more per unit and a useful life of more than one year

Documentation required: Invoices, vouchers, receipts, purchase orders, bids and/or sole source documentation if necessary, or other supporting documentation.

D. Travel

Includes: Meals, lodging, mileage, and commercial transportation for travel approved in the subrecipient's application

Documentation required: Invoices, vouchers, receipts. Sufficient detail must be submitted to support the claim including destination, purpose of travel, dates, and authorization

Mileage, meals and lodging: Will be reimbursed at the local or state rate - whichever is lower; or for out-of-state travel, General Services Administration (GSA) rates will prevail. Current state rates are as follows:

To receive reimbursement for meals you must document departure and arrival times, and you must travel a minimum of four (4) hours, which cover the following time frames:

<u>Meals</u>	<u>State Rate</u>
Breakfast (leave on or before 7:00 a.m.)	\$ 7.00
Lunch (11:00 a.m. - 1:00 p.m.)	\$10.50
Dinner (5:00 p.m. - 7:00 p.m.)	\$17.50

E. Contracts, Leases, and Agreements

Consultant and contractual services, leases, and agreements must be supported by written contracts stating the services to be provided, rate of compensation, and length of time over which the services will be provided. Payments must be supported by invoices providing details on the services provided and when these services were provided. Subrecipients must submit a copy of approved contracts, leases, or agreements before reimbursement will be made.

Unallowable Expenses

The subrecipient understands and agrees that award funds may not be used for items that are listed on the Federal Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/funding/PSNControlledPurchaseList.pdf>.

Federal funds may not be expended for the following items:

- A. Items not part of the approved budget **unless** approved by the OAG
- B. Land acquisition
- C. Acquisition or construction of buildings
- D. Real estate mortgages or taxes, **unless** specifically provided for in the grant agreement
- E. Purchase of automobiles or other automotive vehicles **unless** provided for in the grant agreement
- F. Compensation to federal employees
- G. Travel of federal employees
- H. Military-type equipment
- I. Lobbying
- J. Fund raising
- K. Corporate formation
- L. Imputed interest
- M. Indirect (overhead) costs
- N. Bonuses, honoraria, or commissions
- O. Entertainment and related costs
- P. Social activities, i.e. sports, movies, etc.
- Q. Tips
- R. Bar charges/alcoholic beverages
- S. Guns, ammunition, tasers
- T. Acquisition of canines and/or canine expense, **unless** pre-approved for tactical team purposes.

Audit Requirements

Subrecipients receiving a total of \$750,000 or more in federal funds: The subrecipient agrees to have an audit which shall be in compliance with the audit requirements of the federal Office of Management and Budget (OMB) 2 C.F.R Part 200.514, "Audits of State and Local Governments, Institutions of Higher Education, Hospitals, and Other Nonprofit Institutions", if \$750,000 or more in total federal financial assistance is received. The audit must cover the period of the award.

The subrecipient understands and agrees that the DOJ awarding agency (OJP) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Units of local government and non-profit organizations must provide a copy of report of the audit to the OAG.

State agencies must give the OAG a copy of that part of the report of an audit conducted by the State Auditor's Office, which pertains to project funds at the time the agency received funds.

Subrecipients receiving a total of less than \$750,000 in federal funds: The subrecipient agrees to meet the following criteria:

- A. Establish an accounting system integrated with adequate internal fiscal and management controls to provide full accountability for revenues, expenditures, assets, and liabilities;
- B. Prepare financial reports to support claims charged toward the grant award. Reports should be supported by accurate and reliable financial data and should be in accordance with the terms of the applicable agreements; and
- C. Expend project funds in accordance with the federal Grant Award and Acceptance and federal and state rules.

Agencies not required to have an audit must provide and maintain adequate financial records for each period in which they received or spent project funds.

Potential Fraud, Waste, Abuse or Misconduct

The subrecipient must promptly refer to the OAG any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the federal False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

No subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

VIII. INSPECTION OF RECORDS

Retention of Records

Subrecipients must maintain their project file and financial records for three years after the close of the grant and completion of an audit.

Records Inspection

The subrecipient and implementing agency give the OAG or its representatives permission to audit and inspect any records, objects, or premises pertaining to this grant and to evaluate and monitor the project at any reasonable time.

Monitoring

Subawards must be monitored as outlined in 2 C.F.R. 200.331. Program monitoring involves the ongoing collection of information to determine if programs are operating according to plan. Monitoring also provides ongoing information on program implementation and functioning. It is our policy that the OAG or its representatives will monitor your program on an annual basis via telephone, desk review, or on-site visit.

IX. PROCUREMENT

The subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>

(Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

Adequate Competition

All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, should be conducted in a manner so as to provide maximum open and free competition. A state purchase price as obtained by the Office of Management and Budget (OMB) State of North Dakota, may be considered the same as a bid price.

Level or Competition Required

When needed commodities or services cannot be obtained from an existing source or a government entity, state procurement procedures must be used. The dollar of the purchase determines the level of competition required:

Purchasing Thresholds Effective July 1, 2018		
Level	Competition Requirements	Documentation Maintenance Requirement
Level 1 "Micro" Purchase Less than \$10,000	Obtain at least one fair and reasonable quote. Note: Equipment and software must be added to inventory if \$5,000 or greater. (N.D.C.C. § <u>54-27-21</u> Fixed Asset Minimum Reporting Value) State agencies (excluding Higher Education institutions) must submit printing purchase requests \$5,000 and over to OMB State Procurement.	Rotate vendors solicited on an equitable basis (N.D.A.C. § <u>4-12-08-02</u>)

<p>Level 2 Small Purchase</p> <p>At least \$10,000 but less than \$50,000</p>	<p>Solicit informal quotes/bids or proposals from at least three vendors, or post to SPO Online with appropriate state bidders list. May send to additional vendors.</p> <p>ITD must review IT purchases over \$25,000.</p>	<p>Documentation is required.</p> <p>Alternate Procurement form required if competition is not solicited from at least three vendors.</p> <p>The form is not required if three vendors are solicited and fewer than three bids or proposals are received.</p>
<p>Level 3 Informal Written Purchase</p> <p>At least \$50,000 but less than \$100,000</p>	<p>Solicit informal bids or proposals using SPO Online with appropriate state bidders list. May send to additional vendors.</p> <p>ITD must review IT purchases over \$25,000.</p>	<p>Documentation is required</p> <p>Alternate Procurement form required if:</p> <ol style="list-style-type: none"> 1. Competition is not solicited. 2. SPO Online is not used. 3. OMB: Competition is limited.
<p>Level 4 Formal Purchase</p> <p>\$100,000 and over</p>	<p>Must be purchased using formal sealed bids: Invitation for Bid (IFB) or Request for Proposal (RFP). Solicitations must be posted using SPO Online with appropriate state bidders list. May send to additional bidders.</p> <p>ITD must review IT purchases over \$25,000.</p>	<p>Documentation is required.</p> <p>Alternate Procurement required if:</p> <ol style="list-style-type: none"> 1. Competition is not solicited, or competition is limited. 2. SPO Online is not used. 3. OMB: Competition is Limited.

Alternate Procurement (Sole Source)

Competition is required for Level 2, Level 3 and Level 4 purchases. Occasionally, a fully competitive procurement process may be difficult or impossible. Factual evidence and/or documentation is needed in order to justify non-competitive purchases (i.e.: product needs to be compatible with existing equipment; or statement from the vendor that the product is covered by a patent or not sold through resellers). The State Procurement Office (SPO) reviews and approvals all alternate procurements. Please contact the office’s Procurement Officer for assistance.

X. EQUIPMENT

Equipment Inventory

A purchase of equipment and other tangible property that has a useful life of one year or greater and has an initial cost of \$5,000 or greater must be reported to the OAG and tracked. The inventory should be itemized and include the following for each piece of equipment:

- A. Equipment description
- B. Brand name
- C. Model numbers
- D. Serial numbers
- E. Unit cost
- F. Purchase date

Ownership of Equipment

Subrecipients and implementing agencies shall exercise due care in the maintenance, protection, and preservation of such property during the period of project use. Equipment acquired under a grant shall be managed in accordance with your respective laws and procedures. Title to equipment acquired under a grant will vest in the subrecipient and implementing agency and must be used for criminal justice purposes.

Disposition

When equipment is no longer needed for criminal justice purposes, the subrecipient must contact the OAG for disposition instructions.

XI. DRUG FREE WORKPLACE REQUIREMENTS

The subrecipient certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The subrecipient's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Requiring that each employee engaged in the performance of the drug grant be given a copy of the statement required by paragraph (A).

D. Notifying the employee in the statement required in paragraph (A) that, as a condition of employment under the grant, the employees will:

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Taking one of the following actions within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

XII. LOBBYING

The Subrecipient hereby certifies that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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 non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

XIII. CIVIL RIGHTS

The following compliance with DOJ regulations pertaining to civil rights and nondiscrimination - is required:

A. The subrecipient at any tier must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

B. Subrecipients must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

C. Subrecipients must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

D. The subrecipient and implementing agency must comply with:

- **Title VI of the Civil Rights Act (Title VI) of 1964**, as amended, 42 U.S.C. § 2000d, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpts. C & D (prohibiting discrimination in federally assisted programs based on race, color, and national origin in the delivery of services or benefits);
- **Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968**, as amended, 34 U.S.C. §§ 10228(c) & 10221(a), and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. D (prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, and religion) & E (requiring certain DOJ-funded programs subject to the administrative provisions of the statute to prepare, maintain, and submit an Equal Employment Opportunity Plan (EEO Plan));
- **Section 504 of the Rehabilitation Act (Section 504) of 1973**, as amended, 29 U.S.C. § 794, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpt. G (prohibiting discrimination in federally assisted programs based on disability both in employment and in the delivery of services or benefits);

- **Title IX of the Education Amendments (Title IX) of 1972**, as amended, 20 U.S.C. § 1681, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpt. D & pt. 54 (prohibiting discrimination in federally assisted education programs based on sex both in employment and in the delivery of services or benefits);
- **Title II of the Americans with Disabilities Act of 1990**, as amended, 42 U.S.C. § 12132, and the implementing regulation at 28 C.F.R. § 35.171(a)(1)(i), (3)(i) (prohibiting discrimination based on disability both in employment and in the delivery of services or benefits);
- **Age Discrimination Act (Age Act) of 1975**, as amended, 42 U.S.C. § 6102, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpt. I (prohibiting discrimination in federally assisted programs based on age in the delivery of services or benefits);
- **Executive Order 13,559**, amending Executive Order 13,279, and the DOJ implementing regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38 (prohibiting discrimination in federally assisted social service programs based on religion in the delivery of services or benefits).

E. The subrecipient and implementing agency agree that in the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to the Federal Office for Civil Rights (OCR), DOJ and the OAG.

F. Subrecipients must have procedures in place for responding to complaints of discrimination involving services or employment practices. In addition, the OAG's policy and the federal Office of Civil Rights online training must be reviewed annually. Links to policy and training are found at: <https://attorneygeneral.nd.gov/sites/ag/files/documents/GrantComplaintPolicy.pdf>

XIV. EQUAL EMPLOYMENT OPPORTUNITY

The subrecipient will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights (OCR) and the OAG, if required to submit one; otherwise, it will provide a certification to the OCR and the OAG that it has a current EEOP on file, if required to maintain one. No EEOP is required for subrecipient agencies receiving less than \$25,000, or with less than 50 employees, regardless of the amount of the award; however they are required to file a Certificate of Exemption electronically.

Please visit <https://ojp.gov/about/ocr/eeop.htm> for information about civil rights obligations of subrecipients and assistance with an EEOP. The site also offers an EEO Reporter Tool through which subrecipients can obtain additional information, and prepare and submit their EEOP documents electronically.

Subrecipients may use the chart below to assist in determine their EEOP requirements.

If	Then	Does the recipient need to submit a Certification Form to OCR?	Does the recipient need to develop an EEOP?	Must the recipient submit an EEOP Utilization Report to OCR?
Recipient is a Medical or Educational Institution, Indian Tribe, or Nonprofit		YES	NO	NO
Largest individual grant received is less than \$25,000		YES	NO	NO
Recipient has less than 50 employees		YES	NO	NO
None of the above		YES	YES	YES

XV. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, the federal Debarment and Suspension, and implemented at CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 requires:

A. The subrecipient certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not, within a three-year period preceding this application, had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

XVI. AMERICANS WITH DISABILITIES ACT (ADA)

The subrecipient assures that, in connection with the furnishing of services under this contract, it will comply and any subcontractors will comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

XVII. OTHER APPLICABLE LAWS AND REGULATIONS

The subrecipient and implementing agency shall abide by all other federal or state laws and regulations as may be applicable to the project and stipulated in the financial guides issued by the OJP and the OAG. The Federal Special Conditions are included with your award documents for your reference.

The DOJ Federal Financial Guide can be located at: <https://ojp.gov/financialguide/doj/index.htm>



CERTIFIED CONDITIONS
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL

I certify that the project proposed in this application meets all the requirements of the Project Safe Neighborhoods (PSN) Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the subrecipient will comply with all federal laws, regulations, and guidelines. The undersigned has reviewed the above certified conditions and agrees that the applicable conditions above will be followed.

Signature of Authorized Official

Date

Signature of Project Director

Date

Signature of Fiscal Officer

Date

Please make a copy for your records and return the original with the other required award and acceptance documents to the Office of Attorney General, Grants Management section.



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FARGO POLICE DEPARTMENT
CHIEF DAVID B. ZIBOLSKI
105 25th Street North
Fargo, ND 58102-4002
Main Line: 701.235.4493 | Fax: 701.297.7789
FargoPolice.com

December 8, 2022

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

COPY

RE: Sole Source Purchase for Law Enforcement Driving Simulator

Dear Commissioners:

As part of our training plan and policy evaluation process, we have identified a training shortfall and potential liability burden to the City relative to vehicle pursuit operations. We currently provide officers Emergency Vehicle Operations Course (EVOC) training, which concentrates on vehicle handling, decision-making, and officer reaction time. However, the EVOC training fails to provide officers with the opportunity to safely train on enhanced pursuit tactics, radio communications, and teamwork in a realistic dynamic environment. This area does not have a driving course or facility for officers to safely, and effectively train officers on pursuit driving skills.

To remedy this training shortfall and to reduce liability to the City, we researched purchasing a police-driving simulator using seized asset funds that were verified with City Finance. We have contacted multiple vendors and we were able to conduct real-time testing of two of the leading driving simulators at a recent conference. As a result of our research and testing, we would like to proceed with purchasing a police driving simulator from Doron Precision Systems, Inc., which is one of the leading driving simulator companies and has been in business since 1970.

The Doron 550LEplus driving simulator offers a key training feature and is the sole source provider on the SkillTrak reaction time system. This reaction time system will allow the Department to establish a baseline of individual officer's reaction time, monitor future performance, and tailor training scenarios in a safe training environment so the officer can use the learned skills in the performance of their duties. Doron Precision Systems also produces a Fire and Public Works snowplow driving position, which if purchased in the future by Fargo Fire and Fargo Public Works, would integrate seamlessly into the 550LEplus base module.

SUGGESTED MOTION: Approve the purchase of the Doron Precision System, 550LEplus for \$137,695 using seized asset funds 215-5034-411-7410 to further police training on pursuit tactics and operations.

Sincerely,

David B. Zibolski
Chief of Police

Attachments

Y2000



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

PROFESSIONAL STANDARDS DIVISION

MEMORANDUM

To: Chief Zibolski

From: Deputy Chief Anderson *ACA*

Date: 12.07.2022

RE: Executive Summary on Police Driving Simulator

While evaluating officer's performance and policy relative to vehicle pursuits, the department identified a policy and training shortfall, which unnecessarily places a high degree of civil liability upon the city due to the lack of training provided to officers on vehicle pursuit operations. The pursuit policy shortfall is currently in the process of being rectified by a policy revision. The Training and Development Unit (TDU) was tasked in 2021 to research and recommend a law enforcement specific driving simulator, which would provide the department with the ability to provide the necessary skills and training to our officers relative to pursuit intervention tactics, pursuit driving fundamentals, and radio communications skills. A police-driving simulator would allow officers to frequently train on pursuit driving in a safe learning environment, and apply the skills and lessons learned from simulator scenarios during field operations. While the purchase of a driving simulator is a significant investment, costing \$100,000 to \$160,000, our proposal is to use seized asset funds.

The department does provide officers an Emergency Vehicle Operations Course (EVOC) on a tri-annual basis. While EVOC does teach decision-making and reaction time; however, it fails to provide realistic training on pursuit fundamentals, enhanced pursuit tactics, and radio communications in an urban setting. In addition, due to the lack of pursuit training facilities in our area, officers are unable to train to the necessary department standards in a dynamic, but safe environment. The driving simulator would afford officers the opportunity to train on fundamentals, tactics, and communication skills in a dynamic and safe environment. In addition, it will also provide cost savings to the city by reducing fuel consumption, tire replacement, and vehicle maintenance costs incurred during the numerous EVOC training sessions.

TDU members did their due diligence by conducting research on the industry leading police driving simulator companies, and participating in numerous video conference calls to glean information on the respective driving simulators. However, due to pandemic restrictions, TDU members were unable to travel to test and evaluate the respective driving simulators until October 2022. I was able to test two of the leading driving simulators available to law enforcement at the IACP conference. A third driving simulator company was present at IACP, but the simulator was broken due to mishandling during shipping.

While many of the police driving simulators have similar features and functionality, one specific driving simulator company impressed me with their professionalism, expertise, and driving simulator system. The Doron Precision System, 550LEplus driving simulator could provide the department with the necessary mechanism to train our officers with a purchasing quote

of \$137,695. In addition, the Doron Precision Systems offers the SkillTrak reaction software, which is unique to Doron, affording the department the opportunity to justify a sole source purchase. The SkillTrak reaction software will allow the department to establish an officer's baseline reaction time, provide reoccurring training on reaction time, and identify performance or underlying issues over time, which may negatively affect an officer's reaction time. Reaction time training is critical for the department as often times vehicle pursuit speeds will be significantly faster than posted speed limits and officers need to understand their driving and vehicle limitations balanced with the need to apprehend a fleeing suspect.

Another significant feature to the Doron 550LEplus driving simulator is the three degree of motion system, which does not induce disorientation or vertigo. While testing another driving simulator at IACP, the sales representative prefaced to users before exiting the simulator they may experience disorientation after using their driving simulator. The intent of using a driving simulator is to create a positive and safe learning environment for our officers. The Doron 550LEplus three degree of motion system combined with the multiple scenarios will place officers into various driving situations such as high vehicle congestion situations, icy driving conditions, wet/slippery driving conditions, and tire blow out scenarios which are nearly impossible to safely train in a dynamic outdoor environment. These training scenarios will help officers and CSO's improve their normal driving skills. The simulator will also allow the department to identify poor driving habits, which if identified and corrected early enough may prevent future employee crashes.

In conclusion, I believe the Doron 550LEplus driving simulator will provide the necessary pursuit driving fundamentals, tactics, and communication skills to our officers while reducing the liability to the city. The SkillTrak reaction time software is unique and justifies our request for a sole source purchase. The 550LEplus three degree of motion system will provide officers with realistic vehicle handling scenarios, which we are unable to replicate during EVOC sessions. While the purchase of the Doran 550LEplus driving simulator is a significant investment, our proposal is to use seized asset funds. The driving simulator will ultimately reduce civil liability to the city by allowing the department to train more frequently on pursuit operations. In addition, we will be able to improve officer/CSO driving performance and reduce costs associated with employee crashes. Any civil law suit filed against the city and the department as a result of a fail to train allegation or improper pursuit ending with a civilian injury or death will cost the city far more than the purchasing cost of a driving simulator.

DEC 08 2022
D/C ANDERSON
APPROVED FOR COMMISSION
REVIEW ON 12/12/22
CC: FILE = TRAINING

Application for Appropriation from Civil Asset Forfeiture Fund

Applicant

David Zibolski, Chief of Police
Fargo Police Department, 105 25th St. N., Fargo ND, 58102
dzibolski@fargond.gov
701-476-4001

December 7, 2022

Appropriation Requested:

\$137,695 to purchase Doron Precision System, 550LEplus Driving Simulation System

Explanation and confirmation how the requested appropriation will further the public purpose of reducing criminal activity and aiding the efforts of criminal justice in support and furtherance of the Fargo Police Department's mission:

The Fargo Police administration, and Training and Development Unit (TDU) have identified a training shortfall and unnecessary liability for the city regarding officer pursuit operations. Our current training, Emergency Vehicle Operations Course (EVOC), does not adequately teach the required skills, specifically, pursuit driving fundamentals, enhanced pursuit intervention tactics, and radio communications in a dynamic, but safe learning environment. This area lacks a dedicated pursuit-driving track and facility for officers to train.

The Doron Precision System, 550LEplus driving simulator will allow officers to train on pursuit tactics, driving fundamentals, radio communications, and decision making in a safe and effective learning environment. The driving fundamentals and tactics gleaned from the simulator scenarios will allow officers to immediately apply what they have learned in the classroom to field operations. In addition, officers will receive immediate feedback from instructors on their performance and receive sole source feedback on their reaction time performance from the SkillTrak software only offered by Doron Precision Systems.

Multiple vendors were approached, vetted, and their simulators were tested at a recent law enforcement conference. The TDU chain of command recommends the Doron Precision System, 550LEplus driving simulator.

I, Chief David Zibolski, am in support of the above-stated request for appropriation from the Civil Asset Forfeiture Fund. City of Fargo procurement policies will be followed for all expenditures. Written confirmation will be provided to the City of Fargo Finance Office when the funds are expended.



David Zibolski, Chief of Police

12-08-22
Date

	<h1>Sole Source and Piggyback Procurement Form</h1>
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Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Doron Precision Systems, Inc.

Estimated Dollar Amount of Purchase:

\$137,695

Is this procurement funded by a federal grant?

No

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

The department will use existing seized assets to purchase the Doron 550LEplus simulator. The police driving simulator will allow members of the department to more effectively train on pursuit driving fundamentals, enhanced pursuit tactics, radio communications, decision making, and reaction time skills. We are unable to adequately train our officers in pursuit driving fundamentals, tactics, and communications in a static classroom environment. The department does provide an emergency vehicle operations course (EVOC), but the skills learned in EVOC do not adequately provide the necessary driving skills, decision making, and communication skills needed by our officers to engage in pursuit driving. This lack of training constitutes a liability for the city. There are no pursuit driving courses or facilities in our area, and our current EVOC training location (West Fargo Fair Grounds) does not provide the engineering or design requirements to meet our pursuit driving needs.

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

The Doron 550LEplus simulator systems has similar features and components when compared to other law enforcement driving simulators on the market. However, the Doron product offers two key components which justify our sole source request. First, is the three degree of freedom motion system. Second, is the SkillTrak software (reaction time testing software), which is only provided by Doron Precision Sytems. Doran Precision Sytems also offers Fire and Snowplow driving modules which if purchased by Fargo Fire or Public Works in the future would seamless integrate with the 550LEplus simulator since the simulator cabs roll in and out of the three degree of motion.

The Doron three degree of freedom motions system unlike competitor models will not induce vertigo or disorientation to the student/driver after completing a series of scenarios. As tested by DC Anderson, at the 2022 IACP conference in Dallas, TX.

Also, the reaction time software unique to Doran will allow the deparment to test and identify cognitive reaction time issues with officers.

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

Over the last few years, the department's training and development unit (TDU) researched vendors online, contacted other departments and schools who have driving simulators, and tele-conferenced with multiple vendors to include Doron Precision Products, L3Harris, Sim-tech, Virage, and FAAC Inc. However, due to COVID restrictions, we were unable to physically test any of the respective driving simulators until the Oct 2022, IACP Conference. DC Anderson was able to speak to the Doron and L3Harris vendors and test their respective driving simulators. The Virage driving simulator was not working when I met with Virage sales representative at IACP.

The L3Harris product was comparitive to the Doron Precision product, but one major detraction was the sales representative told people who tested their driving simulator not to look down, but to look straight ahead when getting out of the simulator. This is due to how their product moves in relation to the scenarios, which can cause motion sickness/vertigo.

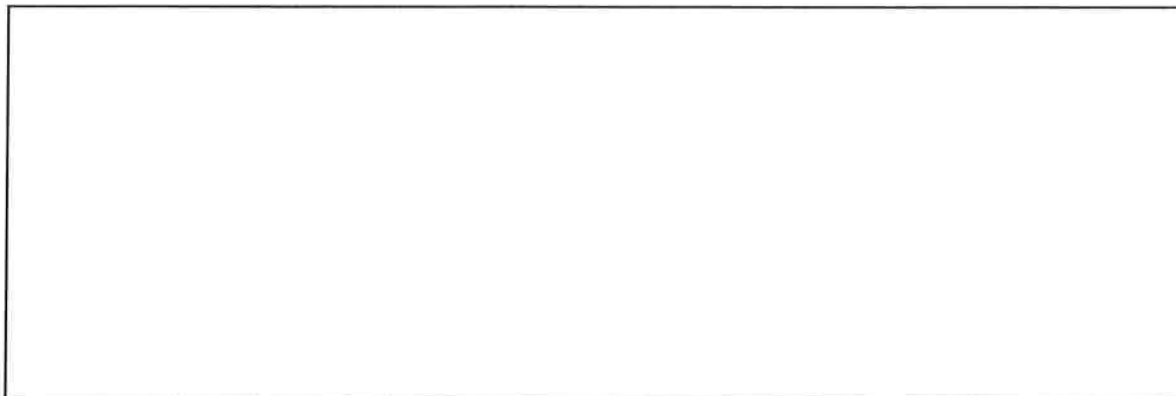
****If all sources are not investigated a competitive solicitation must be issued.**

	Company	Company	Company	Company
Features	Doron	L3Harris	FAAC	Virage
Sound				
Dolby 5.1 surround sound	X			X
HD Sound system		X	X	
Driving Station				
Instructor station	X	X	X	X
Interchangeable driving system	X	X	X	X
Horizontal Field of view	225 deg	180 deg	?	180 deg
HD LED Displays	55 in x 3	55 in x 3	? x 3	55 in x 3
Motion system	3 degree	3 deg base	3 degree	3 degree
SkillTrak Reaction Time software	X	NA	NA	NA
Dispatch radio system	X	X	X -optional	X
Service				
Onsite set up	X	X	X	X
Instructor training	3-day	?	2-day	?
Driving Scenario's				
Urban, suburban, rural and highway scenarios	100+	X	X	X
Warranty	1 year	1 year	1 year	1 year

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

See inserted spreadsheet

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





October 21, 2022

Deputy Chief Joe Anderson
Fargo Police Department
janderson@fargond.gov
701-476-4174

Dear Deputy Chief Anderson:

I am pleased to confirm that Doron Precision Systems, Inc. is the sole source provider of the 550LEplus driving simulation system.

550LEplus Driving Simulation System

The 550 Series driving simulator system manufactured by Doron continues to be the industries "system of choice" for training both new and experienced drivers. Doron Precisions Systems, Inc. is an American company located in Binghamton, NY and has nearly 49 years of experience in the design, manufacturing and support of driving simulation systems. Because of this experience, Doron has the largest customer base in the driving simulation industry and continues to be the number one provider of land vehicle simulation systems in the world. In fact, Doron has delivered more than 25,000 driving simulators since its founding in 1973. All competitors combined cannot even come close to the experience and quantities of simulators produced than that of Doron.

The 550LEplus integrates three 55" LED, high resolution displays providing a 225 degree field-of-view to the driver. Doron's "Image Generator" offers an all new Virtual World with dynamic high resolution graphics, a seamless driving environment, animated pedestrians and animals, and enhanced vehicle dynamics for unsurpassed realism. Doron's driving simulator systems offer the capabilities and a proven curriculum to train a variety of drivers such as truck, car, fire, law enforcement, EMS, municipal vehicles, bus, snowplow, and military vehicles. Any combination of the fore mentioned driving positions can be integrated into a multiple place system (up to four per system). Doron provides multiple drivable vehicles such as law enforcement, EMS, tiller, and fire apparatus with the system at no additional charge. Therefore you have the ability to train many different drivers on a variety of different vehicles using the same simulator without additional cost.

The 550LE is the only interactive driving simulation system to offer Doron's exclusive SkillTrak™ reaction testing software feature. This optional, proprietary software is used throughout the country to evaluate a driver's reaction time and potentially detect cognitive issues prior to driving an actual vehicle. The 550LEplus is the only driving simulation system available on the market today to have Doron's exclusive TextAloud™ Software. This feature provides the instructor the ability to play a pre-recorded scenario description to the trainee for any selected scenario.

Furthermore, all of Doron driving simulators use actual gauges and instrumentation to provide the most realistic dash presentation in the industry. Some simulator manufacturers use an unrealistic "glass dash" providing graphical images for the gauges. Others use unrealistic instrumentation which is not representative of a real vehicle.

The 550Lplus offers an optional 3 DOF (degree of freedom) motion base that is very unique to the industry. Doron mounts the entire simulator on the motion base. This design moves the driver and the visuals in perfect synchronization with the driving experience just as a driver would encounter while driving an actual vehicle. Other manufacturers only move the seat and not the visuals. This approach is unrealistic and has been proven to cause disorientation or "simulator sickness".

To the best of my knowledge, Doron is the only driving simulator manufacturer that provides unlimited onsite customer service which includes unlimited visits, travel and parts at no additional cost during the warranty period. Doron does not limit the amount of years that a service contract can be renewed. In fact, Doron has active service contracts with customers who have systems that are more than 40 years old.

Doron's award winning Service Department is the heartbeat of our company. Doron's service technicians are full-time, factory trained employees. Doron does not use part time, sub-contractors to perform our service like many of our competitors. Doron's service team provides onsite customer service which includes unlimited visits, travel and parts at no additional cost during the warranty period or an active service contract.

In addition, Doron does not limit the amount of years that a service contract can be renewed.

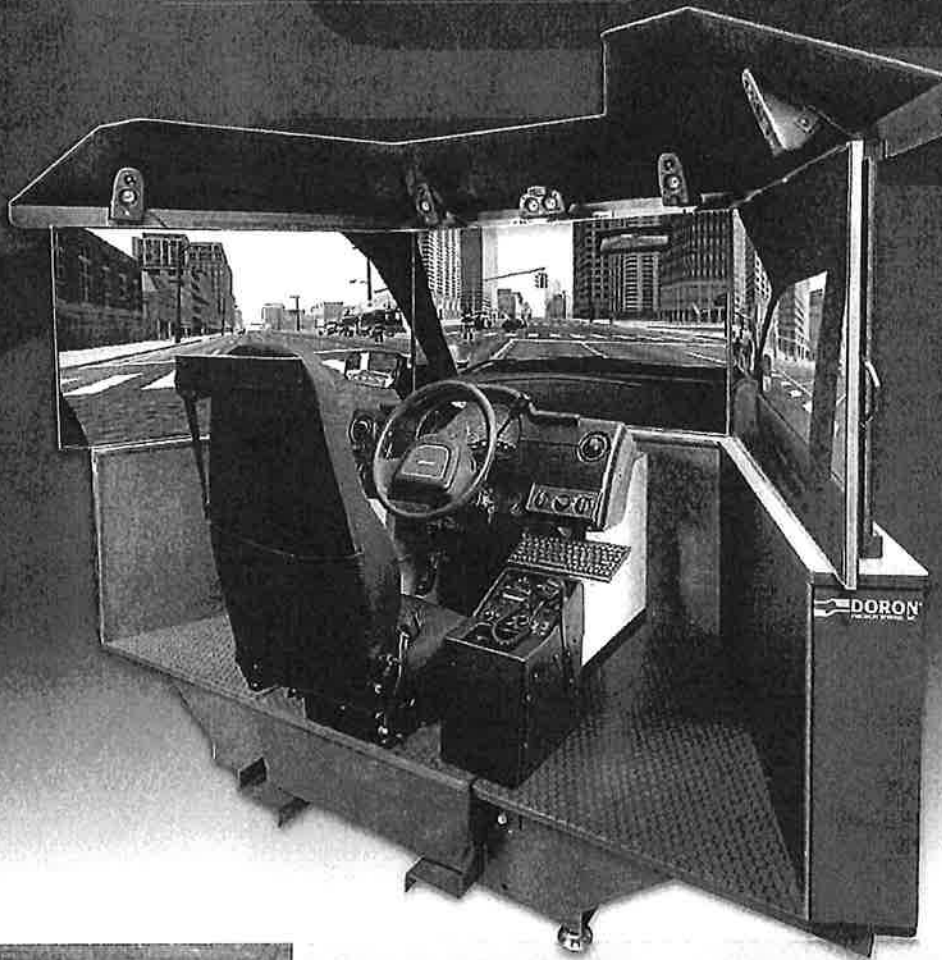
Doron is a financially stable and a well established company in the driving simulation industry. In addition to providing the best driving simulator system in the industry at the lowest cost, Doron offers very attractive terms to colleges, high schools, and our Government customers. We require no money down and our terms are net 30 days only after the system is shipped.

I hope this information is helpful. If you have any questions, feel free to contact me using the contact information below.

Sincerely,



Michael P. Stricek
Senior Vice President
607-222-8355
mstricek@doronprecision.com



Doron's 550LEplus driving simulator system — The most powerful driver training tool for today's law enforcement.

Leading Edge Design and Features

- Interchangeable driving positions
- Variety of virtual vehicle models
- Realistic vehicle dynamics
- Integrated training environments for urban, suburban, rural and highway training
- Three 55" high definition LED displays
- 1920 x 1080 screen resolution
- 225° horizontal field of view
- Dolby 5.1 surround sound



DRIVING SIMULATION SYSTEM

550LEplus[™]

550LEplus™



Instructor Work Station

Only Doron provides an Instructor Workstation (IWS) that includes a custom desk. The instructor's computer is secured in the locked compartment of the IWS limiting access to the system and confidential employee records. Doron's IWS provides a central area for instructors to work before, during and after training sessions.



Multiple Position Systems

All Doron driving simulator systems have the ability to link up to four simulators with one instructor workstation. As a result, instructors can train drivers on one, two, three or four simulators at one time. Drivers can train together in the same scenario, or individually, as desired by the instructor.

Comprehensive Training Scenario Package

The 550LEplus includes more than 120 law enforcement driver training scenarios. Each scenario is focused on specific training objectives including all evasive maneuvers, defensive driving techniques, urban, rural and highway driving.

Scenario Developer

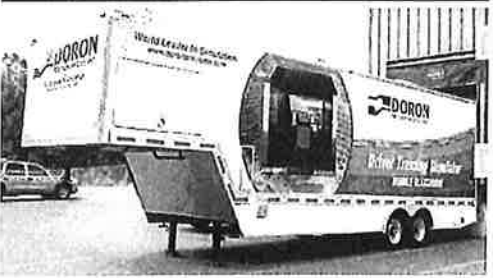
Doron's optional Scenario Developer tool enables instructors to customize training. Instructors can quickly create new scenarios and modify existing scenarios.

Motion System

Doron's optional electric motion system adds realism to the training experience. This no-maintenance design provides realistic feedback to drivers, similar to what they experience in the actual vehicles.

Mobile Classrooms

In addition to traditional fixed classroom installations, Doron offers custom trailer installations. These trailers are easily moved, allowing customers to take the training to their drivers.



UNMATCHED EXPERIENCE & SUPPORT

■ Over 48 Years of Driving Simulation Excellence

Since 1973, Doron has been the world's leading provider of land vehicle simulation systems with more than 25,000 simulators delivered and installed in over 60 countries.

■ Training

Every Doron system includes a comprehensive, on-site three day instructor training course. Doron's professional instructors will work with your training team to integrate simulation into its existing program.

■ Service & Support

For over 48 years, Doron has provided affordable, on-site maintenance service support to its customers. Doron's maintenance service agreements include ALL necessary on-site support, labor, travel and parts. Doron offers this support as long as its customers own the system. There are NO time limits for maintenance agreement renewals. In fact, Doron is currently providing support for systems it sold in the 1970s. No other company comes close to Doron's support of its products and customers.

Contact Doron today to learn how to improve your training program while saving money.



Binghamton, NY 13902 • 607-772-1610
sales@doronprecision.com • doronprecision.com

Contract Number
47QREA18D000D

GSA



DORON PRECISION SYSTEMS, INC.
550LEplus™ BUDGETARY PRICE QUOTATION
Fargo Police Department
November 15, 2022

System consisting of:

- One (1) 550LEplus driving simulator cab
- Equipped with TrueSteer™ digital servo steering system
- Equipped with three (3) 55" flat screen displays (225° field-of-view)
- One (1) instructor's console
- Dispatch radio system
- Remote Controlled side-view mirror adjustment
- Pre-recorded Audio Scenario Description Feature
- 83 California P.O.S.T. certified scenarios and at least seventeen additional training scenarios
- Scenario Developer Software
- 5.1 Surround Sound Stereo System
- **SkillTrak (Reaction Testing Software)**
- Three days of on-site Instructor training
- On-site installation with comprehensive user guide
- **Three Degree of Freedom Motion System**
- One (1) year warranty and first year on-site preventative maintenance service support
- Delivery to Fargo, ND

Total Price for a one (1) place system: \$137,695.00

Options (Not included in above pricing):

Fox™ (Instructor Driven Vehicle)	\$ 5,000.00
Fire Modular Driving Position	\$ 34,500.00
Fire Training Scenarios	\$ 3,995.00
Snowplow Modular Driving Position	\$ 60,000.00
Additional training days added at time of training	\$ 2,000.00 per day

Fargo Police Department
Budgetary Price Quote – page two
November 15, 2022

Terms are as follows:

- Prices are F.O.B. Fargo, ND
- Prices are valid for ninety days from date
- Terms are net thirty (30) days
- Prices do not include any applicable duties or taxes
- Delivery is 30 to 60 days ARO

Respectfully submitted,

Randy Hammer
Doron Precision Systems

(30)



PUBLIC WORKS/OPERATIONS

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

December 7th, 2022

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

RE: RFP for Articulated Wheel Loader (RFP23016)

Commissioners:

On December 6th, 2022 request for proposals were received for one (1) Articulated Wheel Loader. Four proposals were submitted by three (3) vendors.

The results are as follows:

<u>Firm</u>	<u>Total per unit</u>
Titan Machinery (821G)	\$256,500.00
Titan Machinery (921G)	\$267,525.00
General Equipment	\$347,000.00
RDO Equipment	\$347,000.00

The review committee consisting of Tom Ganje, Scott Olsen and Scott Anderson determined that Titan Machinery (921G) proposal was the most compliant. Price was within the expected parameters. The decision was based on specification met along with lowest cost of the equipment. Our recommendation is to award the RFP to Titan Machinery. Funding for this project is included in the 2023 Solid Waste Capital Budget.

SUGGESTED MOTION:

I/we hereby move, based on the request for proposal (RFP23016), to approve the fleet expansion purchase of one (1) Articulated Wheel Loader (921G) for \$267,525.00 with a 5 year annual lease.

Respectfully Submitted,

Tom Ganje Fleet Management Specialist



Request for Proposals (RFP23016)

Articulated Loader

12/6/22

Solid Waste

Proposal Evaluation Summary

	Titan Machinery	Titian Machinery	General Equipment	RDO Equipment
Manufacture Model	Case 821G	Case 921G	Komatsu WA 380-8	John Deere 644P
Unit \$	\$256,500.00	\$267,525.00	\$347,000.00	\$347,000.00
Warranty	\$ -	\$ -	\$ 3,900.00	\$ 4,000.00
Total	\$256,500.00	\$267,525.00	\$350,900.00	\$351,000.00
Est. Delivery	120-180 Days	120-180 Days	160 Days	160 Days



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PUBLIC WORKS/OPERATIONS

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

December 06, 2022

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

RE: RFP for Crawler Dozer RFP23018

Commissioners:

On December 05, 2022, proposals were received and read for one (1) Crawler Dozer. Four proposals were submitted from three separate vendors.

The results were as follows:

<u>Firm</u>	<u>Unit Cost</u>	<u>Total Machine Warranty</u>	<u>Total Operational Cost</u>
RDO Equipment	\$532,000.00	\$47,000.00	\$579,000.00
Butler Machinery Co.	\$692,785.00	\$35,200.00	\$727,985.00
Butler Machinery Co. XE	\$735,840.00	\$35,160.00	\$771,000.00
General Equipment	\$645,500.00	\$300,000.00	\$945,500.00

The review committee, consisting of Tom Ganje, Scott Olson, and Scott Anderson evaluated the proposals and determined that all of the proposals met specifications based on a 10,000-hour life cycle. The recommendation is to award RDO Equipment Co. based on the compliant, low cost proposal. Funding for this project has been included in the 2023 Solid Waste budget. A lease will be procured at the time the equipment is delivered.

SUGGESTED MOTION:

Approve the recommendation to lease purchase one (1) Crawler Dozer from RDO Equipment Co. for the total amount of \$579,000.00 with a 5 year annual lease.

Respectfully Submitted,

Tom Ganje
Fleet Management Specialist

Snow Removal
Street Maintenance
Right of Way Maintenance

Sanitary & Storm
Sewer Maintenance
Street Name Sign Maintenance

Fleet Management
Meters Readings,
Installations & Maintenance

Urban Forestry
Water Service/Hydrants
& Watermain Maintenance

Request for Proposals (RFP23018)
2023 Small Crawler Dozer RFP Results
 12/5/2022
 Solid Waste
 Proposal Evaluation Summary

	RDO Equipment	Butler Machinery	Butler Machinery	General Equipment
Body Manf Model	John Deere 850L	Caterpillar D6	Caterpillar D6XE	Komatsu D65PXI-18WH
Crawler Dozer	\$532,000.00	\$692,785.00	\$735,840.00	\$645,500.00
Warrenty	\$47,000.00	\$35,200.00	\$35,160.00	\$300,000.00
Delivery	Aug-23	Fall 2023	Fall 2023	180 Days
Total	\$579,000.00	\$727,985.00	\$771,000.00	\$945,500.00



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PUBLIC WORKS/OPERATIONS

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

December 06, 2022

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

RE: RFP for Crawler Dozer RFP23019

Commissioners:

On December 05, 2022, proposals were received and read for one (1) Crawler Dozer. Three proposals were submitted from three separate vendors.

The results were as follows:

<u>Firm</u>	<u>Unit Cost</u>	<u>Total Machine Warranty</u>	<u>Total Operational Cost</u>
RDO Equipment	\$708,000.00	\$76,000.00	\$784,000.00
Butler Machinery Co.	\$927,500.00	\$50,600.00	\$978,100.00
General Equipment	\$911,000.00	\$300,000.00	\$1,211,000.00

The review committee, consisting of Tom Ganje, Scott Olson, and Scott Anderson evaluated the proposals and determined that all of the proposals met specifications based on a 10,000-hour life cycle. The recommendation is to award RDO Equipment Co. based on the compliant, low cost proposal. Funding for this project has been included in the 2022 Solid Waste budget. A lease will be procured at the time the equipment is delivered.

SUGGESTED MOTION:

Approve the recommendation to lease purchase one (1) Crawler Dozer from RDO Equipment Co. for the total amount of \$784,000.00 with a 5 year annual lease.

Respectfully Submitted,

Tom Ganje
Fleet Management Specialist

Request for Proposals (RFP23019)
2023 Large Crawler Dozer RFP Results
 12/5/2022
 Solid Waste
Proposal Evaluation Summary

	RDO Equipment	Butler Machinery	General Equipment
Body Manf Model	John Deere 950K	Caterpillar D7	Komatsu D85PXI-18WH
Crawler Dozer	\$708,000.00	\$927,500.00	\$911,000.00
Warrenty	\$76,000.00	\$50,600.00	\$300,000.00
Delivery	Mar-23	Fall 2023	180 Days
Total	\$784,000.00	\$978,100.00	\$1,211,000.00

December 7, 2021

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

RE: 2023 Fire Pumper Truck Purchase – PBC 022818 (23)

Commissioners:

A cost evaluation process was started in spring 2022 for the purchase of a new 2023 Fire Pump Truck for Station 8. Multiple vendors were contacted and proposals evaluated. The Sourcewell Cooperative Purchasing agency has contract number 022818-SPR (Fire Fighting Apparatus) available that meets all of the City of Fargo purchasing guidelines.

The review committee, consisting of Allan Erickson, Lee Soeth, and Tom Ganje, determined this option and proposal met the specifications required of the Fire Department. It is our recommendation to purchase from Spartan ERV (SPR) using the Sourcewell Buying contract. Funding for this project is included under the station 8 project.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) 2023 Spartan Triple Combination Pumper Truck through Sourcewell for the total amount of \$759,764.00.

Respectfully Submitted,



Tom Ganje
Fleet Management Specialist



907 7th AVENUE NORTH BRANDON, SD 57005-2003
(605) 582-4000 FAX (605) 582-4001

CONTRACT

THIS CONTRACT ("Contract") is made by and between Spartan Fire, LLC ("Spartan") and Fargo, ND Fire Department ("Customer"). This Contract will not become binding upon Spartan until it is executed by an authorized person on behalf of Spartan, and the effective date of the Contract ("Effective Date") will be the date that the Spartan authorized person executes the Contract. The parties hereby agree as follows:

(1) Subject to the terms of this Contract, Spartan shall furnish, and Customer shall purchase, the apparatus and equipment ("Apparatus and Equipment") described and in accordance in all material respects with the specifications ("Original Specifications") submitted with the bid proposal (the "Bid Proposal"). In the event there is any conflict between Original Specification and the Bid Proposal, the Bid Proposal will prevail.

(2) This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased cost incurred by Spartan because of future changes in or additions to such DOT, EPA or NFPA standards will be passed along to Customer as an addition to the Purchase Price set forth below. Notwithstanding anything to the contrary in this Agreement, if the costs to Spartan of acquiring any of the raw materials used in the production and supply of the product(s) (including, without limitation, the costs of acquiring raw materials, costs associated with labor costs, shipping costs, or any other costs) materially increase from the cost levels as of the date of this Agreement, the parties agree that (1) buyer shall have the obligation to pay and reimburse to Spartan such increased costs, or (2) Spartan shall have the right in its discretion to terminate this Agreement, without further liability to Buyer, upon ten (10) days' notice to buyer. For purposes hereof, a "material increase" is defined to mean 5% of the quoted bill of material.

(3) The Apparatus and Equipment shall be ready for delivery from Spartan's factory, within 450 days. **This delivery timeframe is subject to modification if there are customer driven delays to holding the pre-construction meeting and/or if there are customer driven delays to returning the corresponding signed CO to the factory. All days exceeding 10 days after the pre-construction conclusion with priced CO ready for approval will be added to the above-mentioned delivery timeframe.** Any further delays after the pre-construction has been completed in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time Spartan requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer's delay, but in any event by at least the duration of Customer's delay.

(4) A competent Spartan service representative shall, upon request, be provided to demonstrate any Apparatus and Equipment and/or to give Customer's employees the necessary instructions in the operation and handling of any Apparatus or Equipment.

(5) In exchange for the Apparatus and Equipment, Customer agrees to pay Spartan the sum of seven hundred fifty-nine thousand, seven hundred sixty-four Dollars (\$ 759,764.00) ("Purchase Price"). The Purchase Price (a) includes a discount of \$ _____ dollars for a \$ _____ dollar prepayment to be made at _____ (type of prepayment option chosen); OR (b) Customer reserves the right to receive a \$ _____ discount if, after the Effective Date, a \$ _____ prepayment is made at _____ (type of prepayment option chosen). Net payment is due upon delivery to Customer, unless otherwise specified herein. Interest at 18 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item. In the event the Apparatus and Equipment is placed in service prior to payment in full, Spartan reserves the right to charge a rental fee of Three Hundred Fifty Dollars (\$ 350.00) per day. Any applicable taxes not specified noted above will be paid by Customer directly or will be added to the Purchase Price and paid by Spartan. If Customer claims exemption from any tax, Customer shall furnish applicable exemption certificate to Spartan and hold Spartan harmless from any such tax, interest or penalty which may at any time be assessed against Spartan.

(6) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of Customer at a factory location of Spartan, completion of any discrepancy list, and shipment of Apparatus and Equipment from Spartan's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications. Spartan will not surrender to Customer the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until Spartan has received full payment of the Purchase Price and taxes.

(7) Spartan shall not be liable to Customer or to anyone else for consequential, incidental, special, exemplary, indirect or punitive damages arising from any defect, delay, nondelivery, recall or other breach by Spartan, including but not limited to personal injury, death, property damage, lost profits, or other economic injury. Spartan shall not be liable to Customer or anyone else in tort for any negligent design or manufacture of any body or other part of Apparatus or Equipment, or for the omission of any warning with respect thereto.

3A-c

December 12th, 2022

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

RE: Sole Source Purchase for Vendor Specific Parts and Service

Commissioners,

When purchasing repair parts and servicing many varied types of vehicles and equipment that the Metro Transit Garage uses, we find that some of the companies have protected dealerships and we are only able to purchase replacement parts and receive service from their regional dealers or in some cases directly from the manufacturer.

We have reviewed the parts purchases and services we have received in 2022 from these companies or their regional dealers and have identified three (3) that exceed \$50,000.00 in a calendar year.

Based on past purchasing history the following amounts are expected in 2023.

Summary of Sole Source Procurement Forms attached;

New Flyer Industries	\$230,000.00
Cummins NP	\$175,000.00
Nardini Fire Protection	\$50,000.00

These sole source purchase have been reviewed and recommended by the finance committee.

RECOMMENDED MOTION: I/we move to approve the Sole Source in 2023 for the vendors and the amounts listed.

Respectfully Submitted,



Jordan Smith
Assistant Transit Director – Fleet and Facilities

For Schedule Information: 701-232-7500

Metro Transit Garage

2023 Sole Source Procurements

Sole Source Procurements Requiring Finance and City Commission Approval

1. Nardini Fire Protection - \$50,000 for the purchase of service and parts relating to the repair of Amerex Fire Suppression Systems.
2. New Flyer Corporation - \$230,000 for the purchase of manufacturer specific parts
3. Cummins NP - \$175,000 for the purchase of service and parts relating to the repair of Cummins Engines



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

New Flyer --- The Aftermarket Parts Company, LLC (NFI Parts)

Estimated Dollar Amount of Purchase:

\$230,000

Is this procurement funded by a federal grant?

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

Purchase Metro Bus parts for the repair of New Flyer buses.

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

New Flyer is the Manufacturer of the New Flyer buses Fargo and Moorhead operate.
Metro Transit has 43 New Flyer Buses.
The parts we order are direct from the manufacturer and only available from them.

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

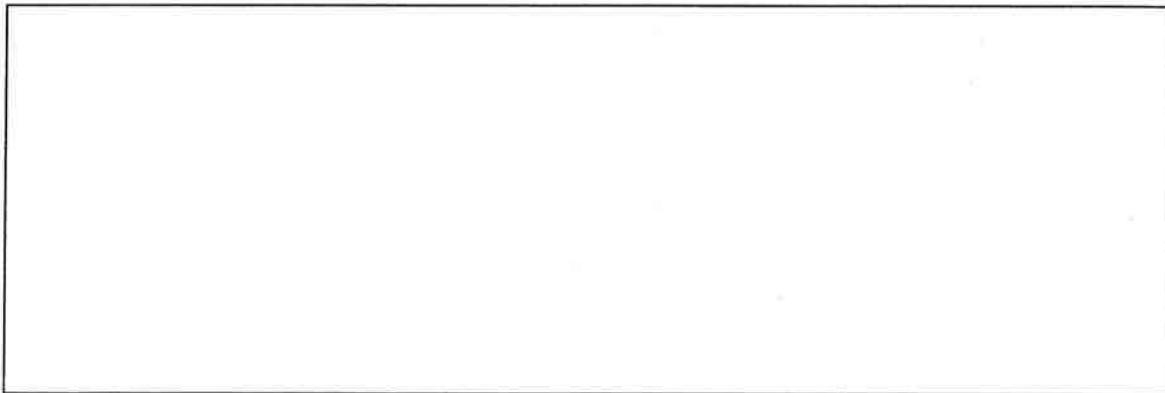
No other sources exist for New Flyer specific parts.

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

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

No other vendors were considered as no other vendors makes parts specific to New Flyer.

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



Signature: Jordan Smith Digitally signed by Jordan Smith
Date: 2022.11.22 16:08:49
+06'00'

(Requestor)

Printed Name: Jordan Smith

Department: Transit

Title: Assistant Transit Director Fleet and Facilities

Date: Nov 22, 2022

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

JS (Requestor initials)



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Cummins NP

Estimated Dollar Amount of Purchase:

\$175,000

Is this procurement funded by a federal grant?

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

Service, repair, and rebuild the Cummins engines on the Transit Buses. Purchase parts for repair on Cummins Engines

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

Cummins is the original manufacturer of the engine and have the experience and tooling to do the job right.
Also Cummins is the only outside vendor trusted to make repairs on Cummins engines on a Transit Bus, since they work extensively with the bus manufacturer for the application.

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

NA

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

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

NA

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

NA

Signature: Jordan Smith
Digitally signed by Jordan Smith
Date: 2022.11.22 16:09:53
-08'00'
(Requestor)

Printed Name: Jordan Smith

Department: Transit

Title: Assistant Transit Director Fleet and Facilities

Date: Nov 22, 2022

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

JS (Requestor initials)

	<h1>Sole Source and Piggyback Procurement Form</h1>
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Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Nardini Fire Equipement

Estimated Dollar Amount of Purchase:

50,000

Is this procurement funded by a federal grant?

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

Service fire suppression on fixed route and paratransit buses.

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

Nardini is the Amerex dealer in the area. Amerex is the fire suppression that is used on both fixed route and paratransit buses.

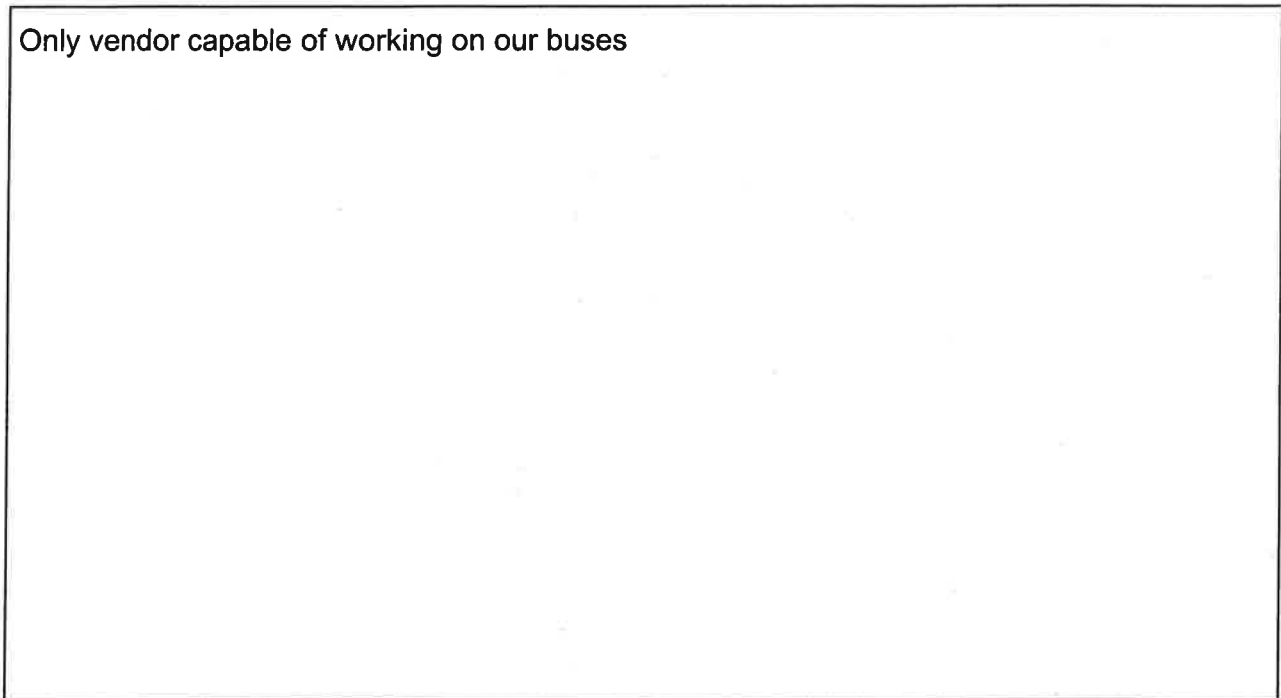
Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity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

Only vendor capable of working on our buses

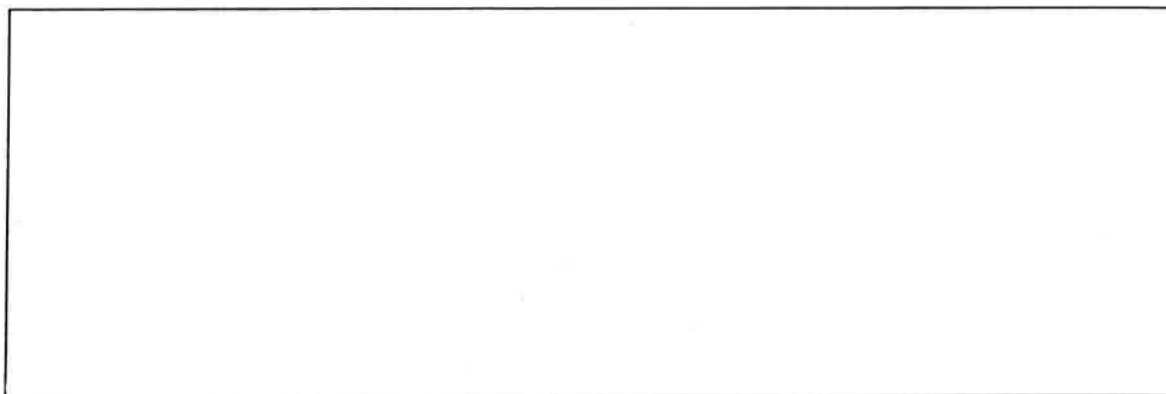
****If all sources are not investigated a competitive solicitation must be issued.**

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

Only vendor capable of working on our buses



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



Signature: Jordan Smith Digitally signed by Jordan Smith
Date: 2022.11.22 16:08:18
+06'00'

(Requestor)

Printed Name: Jordan Smith

Department: Transit

Title: Assistant Transit Director Fleet and Facilities

Date: Nov 22, 2022

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

JS (Requestor initials)

35

December 12, 2022

Board of City Commissioners
City Hall - 225 4th Street N
Fargo, ND 58102

Dear Commissioners:

Over the past few months, The City of Fargo's Transit Department has evaluated the service performance and consistency of bus routes throughout the Fargo and West Fargo areas. We have identified three routes including Route 15, Route 18, and Route 20 that do not meet the on-time performance standards that we strive to uphold. In addition, we have also identified a portion of Route 32 that can be adjusted to improve winter driving conditions on the route. Based on on-time performance analysis, ridership per bus stop analysis, and driver feedback, we are requesting the following changes to our system routes. Routes 15 and 18 will be evaluated further in 2023 and additional recommended changes may follow.

Proposed Route Changes:

Route 15:

Currently – Route 15 departs the GTC every 30 minutes Monday - Friday with an additional bus leaving at :00 after the hour from 10:00am to 6:00pm and every 30 minutes on Saturday. Route 15 services Bethany Retirement Homes, Agassiz School, CVS, West Acres, Target, Walmart (13th Ave S), Bell Bank, and the Cass County Courthouse.

Proposed Change - Route 15 will turn left onto 13th Ave S after servicing Walmart. From there it will continue on 13th Ave S to 38th St SW where it will turn right and continue to West Acres. By implementing this change, we will reduce the route's duration by approximately two minutes. All stops that will no longer be served by Route 15 with this change will still continue to be serviced by Route 20.

Route 18:

Currently - Route 18 departs from the GTC every 60 minutes. Route 18 services Bethany Homes, SEHS, the 25th St corridor, Essentia Hospital (32nd Ave S), Osgood Hornbachers, Microsoft, Walmart (52nd Ave S), and the Cass County Courthouse.

Proposed Change – Route 18 will no longer enter the Microsoft campus. There will be a bus stop added at 42nd St S at the end of their driveway. The route will travel on 51st Ave S and 38th St S to provide service to ALDI. Inbound, the route will turn right onto 47th St S, instead of continuing on Veterans Blvd. By implementing these changes, we will reduce the route's duration by approximately five minutes.

For Schedule Information: 701-232-7500

Route 20:

Currently – Route 20 departs West Acres every hour at :15 after to service the western portion of the route. Route 20 returns to West Acres at approximately :46 after, after which it services the eastern portion of the route. Route 20 services West Acres, WF High School, WF High Rise, Walmart (13th Ave S), Cass County Jail, SEHS, Somali Business Center, and the Holiday Inn.

Proposed Change – Route 20 will only service West Acres once, after completing the west portion of the route. The route will continue to service SEHS before, but not after servicing the Somali Business Center. The route will continue on Fiechtner Dr. S instead of traveling on Westrac Dr. By implementing these changes, we will reduce the route's duration by approximately ten minutes.

Route 32:

Currently – Route 32 departs the NDSU Minard Pullout East every half hour at :25 and :55 Monday – Friday. Route 32 Services the Fargodome, University Village, the NDSU High Rises, NDSU Minard Pullout West, and Dakota Drive.

Proposed Change – The portion of the route near University Village will be expanded to University Dr N and 10th St N. This change will help the route avoid narrow roads during the winter and will increase the routes duration by approximately 30 seconds.

The requested motion is to approve all proposed route changes for the City of Fargo Transit Department effective January 9, 2023.

Thank you.



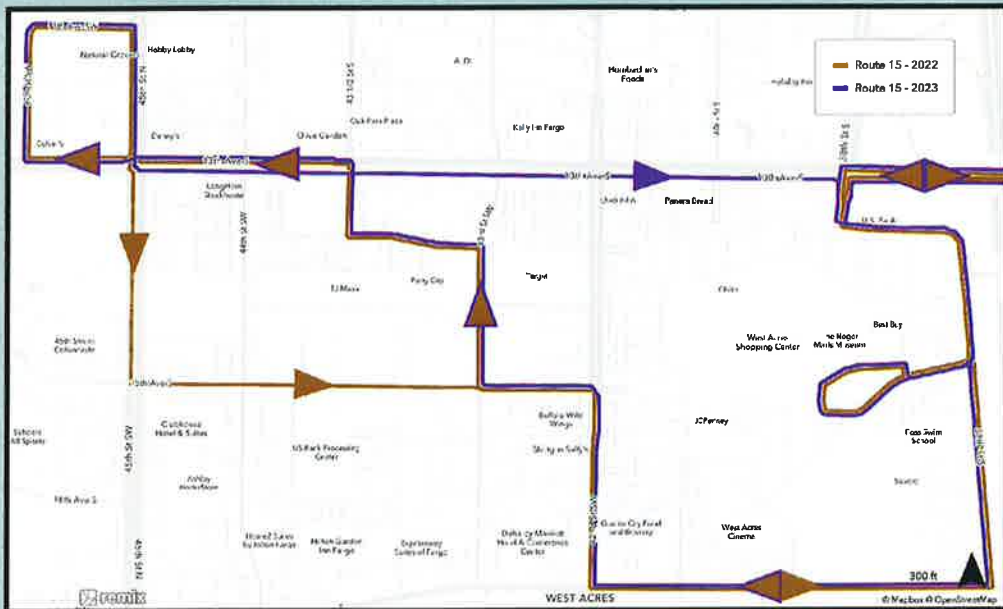
Cole Swingen
Assistant Transit Director – Operations
City of Fargo

Attachments



FARGO ROUTE CHANGES – 2023

ROUTE 15 CHANGES



- Route 15 will use 13th Ave S to return to West Acres from Walmart.
- Reduces total trip length by 0.54 Miles.
- Reduces total trip duration by ~ 2 Minutes.
- Missed stops on 15th Ave S still serviced by Route 20.

ROUTE 15 STOP CHANGES



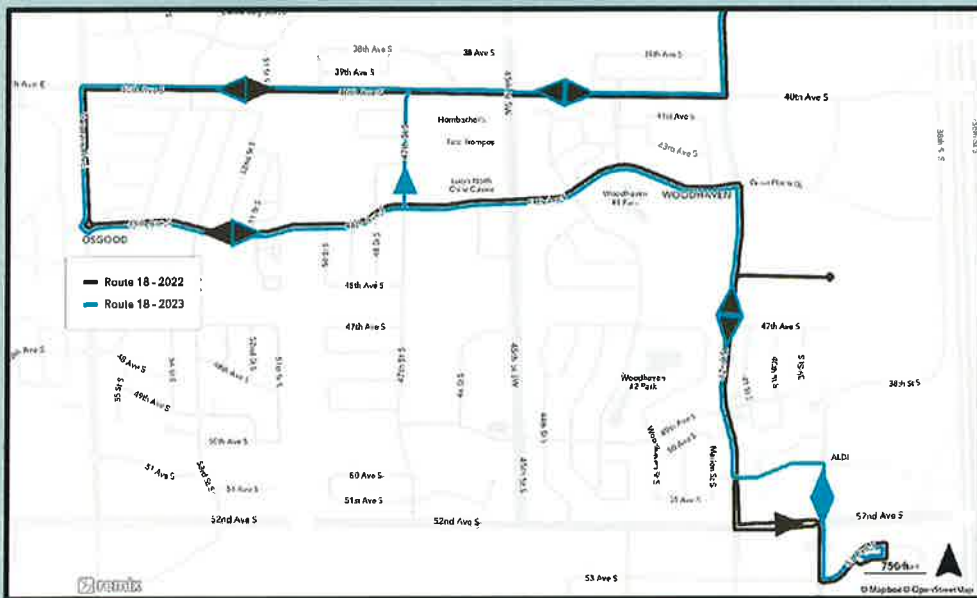
Added Stops

- Midblock between Chick-fil-a & Panera

Removed Stops

- None

ROUTE 18 CHANGES



- Route 18 will no longer enter Microsoft campus. There will be a bus stop on the east side of 42nd St. S at the end of the driveway.
- Stops will be added on 38th St. S to service Aldi and surrounding businesses.
- Northbound, route 18 will take 47th St S instead of Veterans Blvd.
- Reduces total trip length by 1.97 miles.
- Reduces total trip duration by 4 minutes and 42 seconds.

ROUTE 18 STOP CHANGES



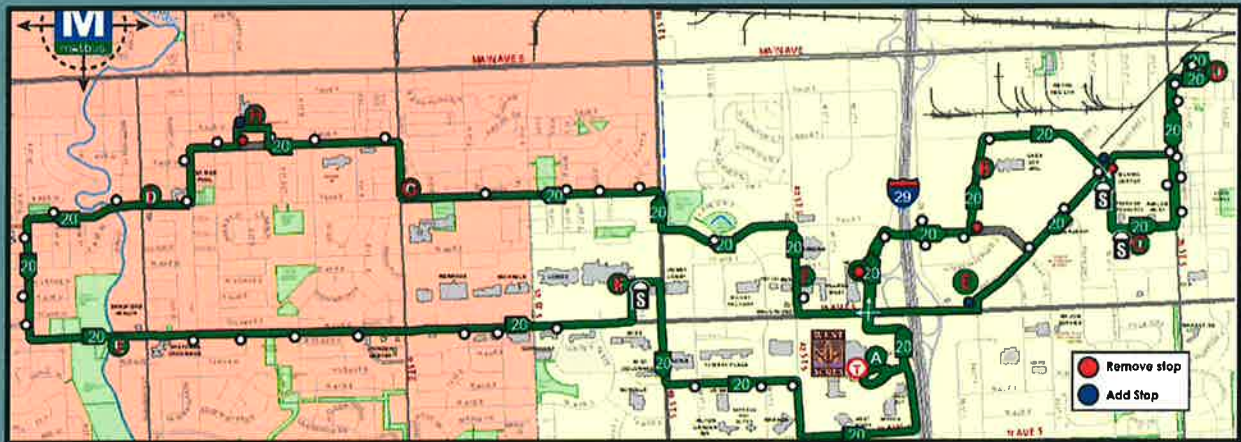
Added Stops

- Light pole on 47th St. S
- 42nd St. S & Microsoft Driveway (Corner SE)
- 52nd Ave S & 38th St. S (Corner NW)
- 40th Ave S & 47th St. S (Corner SE)

Removed Stops

- 40th Ave S & 47th St. S (Corner SW)
- 40th Ave S & 50th St. S (Midblock)
- 40th Ave S & 54th St. S (Corner SW)
- Shelter 275 (Sheyenne High School)
- 44th Ave S & Veteran's Blvd (Corner NE)
- 44th Ave S & Bluestem Ct S (Midblock N)
- 44th Ave S & 50th St. S (Corner NE)
- Microsoft main entrance

ROUTE 20 STOP CHANGES



Added Stops

- 3rd St. E & 3rd Ave E - WF Library (Corner NE)
- 28th St SW & Fiechtner Dr. (Corner NE)
- Fiechtner Dr. S & 13th Ave S (Corner NW)

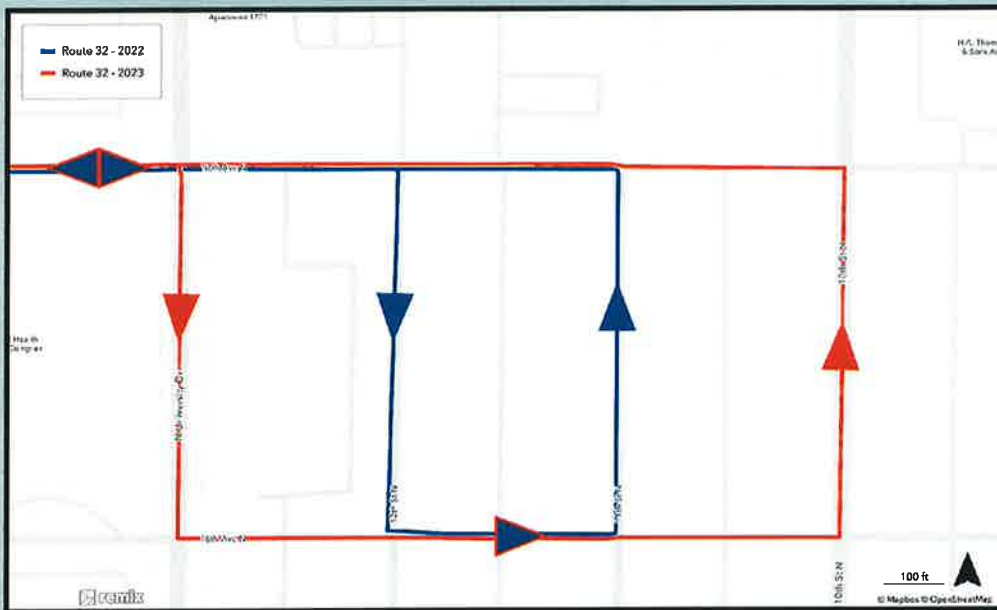
Removed Stops

- 28th St SW & Fiechtner Dr. (Corner SE)
- Westrac Dr. & 34th St. S (Corner NE)
- Westrac Dr. & 36th St. S (corner NE)
- 38th St SW & Holiday Inn (Midblock W)
- 4th Ave E & 3rd St. E (Corner NE)

ROUTE 20 TIMETABLE EXAMPLE

	West Acres	Case County Jail	SEHS Shelter	Sornali Business Center	Fiechmer Dr S & 13th Ave S	Hornbachers - Village West	West Fargo High School	West Fargo Public Library	West Fargo High Rise	Sanford Health	West Fargo Clinic	Walmart Shelter	West Acres
Shaded areas do not run on Saturdays.	7:00	7:05	7:09	7:11	7:16	6:15	6:23	6:26	6:31	6:35	6:44	6:50	
	8:00	8:05	8:09	8:11	8:16	7:15	7:23	7:26	7:31	7:35	7:44	7:50	
	9:00	9:05	9:09	9:11	9:16	9:15	9:23	9:26	9:31	9:35	9:44	9:50	
	10:00	10:05	10:09	10:11	10:16	10:15	10:23	10:26	10:31	10:35	10:44	10:50	
	11:00	11:05	11:09	11:11	11:16	11:15	11:23	11:26	11:31	11:35	11:44	11:50	
	12:00	12:05	12:09	12:11	12:16	12:15	12:23	12:26	12:31	12:35	12:44	12:50	
	1:00	1:05	1:09	1:11	1:16	1:15	1:23	1:26	1:31	1:35	1:44	1:50	
	2:00	2:05	2:09	2:11	2:16	2:15	2:23	2:26	2:31	2:35	2:44	2:50	
	3:00	3:05	3:09	3:11	3:16	3:15	3:23	3:26	3:31	3:35	3:44	3:50	
	4:00	4:05	4:09	4:11	4:16	4:15	4:23	4:26	4:31	4:35	4:44	4:50	
	5:00	5:05	5:09	5:11	5:16	5:15	5:23	5:26	5:31	5:35	5:44	5:50	
	6:00	6:05	6:09	6:11	6:16	6:15	6:23	6:26	6:31	6:35	6:44	6:50	
	7:00	7:05	7:09	7:11	7:16	7:15	7:23	7:26	7:31	7:35	7:44	7:50	
	8:00	8:05	8:09	8:11	8:16	8:15	8:23	8:26	8:31	8:35	8:44	8:50	

ROUTE 32 CHANGES



- University Village loop will be expanded to University Dr. N & 10th St. N to avoid narrow roads especially during winter.
- Increases total trip length by .14 miles.
- Increases total trip duration by 36 seconds.

36

MEMORANDUM

TO: Board of City Commissioners

FROM: Enterprise Utility Directors

- Troy Hall, Water Utility Director
- Jim Hausauer, Water Reclamation Utility Director
- Scott Olson, Solid Waste Utility Director

SUBJECT: Water, Water Reclamation, and Solid Waste Utility Rates

DATE: December 12, 2022

Attached are copies of the resolutions prescribing rates and charges for utility services for the Water Reclamation, Water, and Solid Waste Utility funds. These rate adjustments were approved by the City Commission as a part of the 2023 annual budget, effective January 1, 2023.

Recommended Motion:

Approve the resolutions prescribing rates and charges for Water, Water Reclamation, and Solid Waste Utility services for the 2023 calendar year.

Attachments: Resolutions (3)

RESOLUTION PRESCRIBING RATES AND CHARGES FOR WATER UTILITY

BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota pursuant to the provisions of Section 16-0301 and 16-0701 and 16-0702 of the Fargo Municipal Code of the City as amended, that until otherwise provided by resolution amendatory hereof or supplemental hereto, the following rate, charges and regulations shall be applicable to all services, facilities, and benefits provided and made available by the municipal water utility.

1. The owner or occupant of each premise shall pay a charge for water actually consumed on such premises, during each billing period as defined below, according to the reading or estimated reading of each meter installed on such premise, which charge shall be determined according to the following schedule:

MONTHLY BILLING

- a. **Minimum bill charged for water delivered through one meter to and including 2,000 gallons.**
 - b. **\$4.90 per 1,000 gallons of water delivered through one meter in excess of 2,000 gallons but not exceeding 200,000 gallons.**
 - c. **\$4.65 per 1,000 gallons of water delivered through one meter in excess of 200,000 gallons but not exceeding 2,000,000 gallons.**
 - d. **\$4.25 per 1,000 gallons of water delivered through one meter in excess of 2,000,000 gallons.**
2. The minimum bill in the foregoing charges shall be for water delivered through each meter during each billing period regardless of the meter reading according to the following schedule:

METER SIZE	MONTHLY
5/8"	9.05
3/4"	17.55
1"	25.00
1-1/2"	36.10
2"	55.95
3"	113.45
4"	186.60
6"	373.70
8"	520.10
10"	745.95

3. The billing period for water service shall be approximately one month. The terminal date of the billing period for each premise shall be fixed by the City Auditor or his assignee, in accordance with such schedule as will permit efficient and orderly billing and collections. All meters shall be read once in each billing period provided that if the representatives of the Water Department are unable to obtain access to any meter, the reading in determining the charge for the following billing period may be estimated and proper adjustment made in the statement rendered next following a meter reading. Each bill shall include the charge for water consumed as determined by the estimated or actual

RESOLUTION PRESCRIBING RATES AND CHARGES FOR WATER UTILITY

meter reading for the current billing period, plus any additional charges due for special services as provided below. All bills are due and payable on or before the 20th day after the date of billing. At the time of billing, past due accounts will be charged 1.5% interest on any unpaid balance. Fifteen days after a bill has become delinquent the water may be shut off from the premises, and when so shut off, shall not be turned on again until all water rents and all other charges due for services to the consumer, together with \$50.00 for turning water off and on, has been paid. Water will be turned on only during regular working hours. A \$100.00 overtime fee will be charged after regular business hours.

- 3b. For property owners with multiple accounts, all delinquent accounts in that property owners name will be made current if one property is turned off for delinquent payment.
 - 3c. Water service turned on and off for short periods will be subject to \$50 on/off fee. (i.e. realtors wanting water services on during and open house or house showing.)
 - 3d. Snow Birds, those residents that move south for the winter months, may avoid monthly billing by having the water turned off at the stop box; a \$50 on/off fee will apply. An alternative for those willing to assume the risk of frozen water pipes will be to leave the water service on at the curb and place "T"'s in the billing field indicating temporarily do not bill. These residents will also be billed \$50 on/off because they will be "off" the billing cycle.
- The term "residential" shall include all premises occupied exclusively for residential purposes, whether by one of more families; provided that any multiple dwelling in which the water consumed during any year exceeds 150,000 gallons shall be classified as commercial and billed on the commercial basis for water consumed therein during the succeeding year. The term "commercial" is defined to include all premises other than these classified as residential under the foregoing provisions.
4. The term "residential" shall include all premises occupied exclusively for residential purposes, whether by one of more families; provided that any multiple dwelling in which the water consumed during any year exceeds 150,000 gallons shall be classified as commercial and billed on the commercial basis for water consumed therein during the succeeding year. The term "commercial" is defined to include all premises other than these classified as residential under the foregoing provisions.
 5. All resolutions heretofore adopted which are in any manner inconsistent with the terms and provisions of this resolution are hereby amended or repealed to the extent necessary to give full force and effect to the provisions of this resolution. This resolution shall be effective for all bills prepared after January 1, 2023.

POLICY: WATER USE, METHODS, PAYMENTS, METERS, ETC.

A. Usage

1. All water used from City fire hydrants will be metered except for use authorized by City departments, i.e., Street, Water, Sewage Plant, Fire, and Engineering Departments.

B. Payment

1. Water for new sod, seeded areas (City property) - Metered (no charge).
2. Water for sawing pavement for street cuts, traffic loops, etc. will be metered - (no charge).
3. Water for dust control affecting property within the City limits will be metered - (no charge).
4. Water for concrete will be metered and billed at current rates. No surcharge.
5. Federal Projects such as 1-29 & I-94 - Totally federal and state funded. Water will be metered and billed at current rates.

NOTE: It may be difficult to determine dust control from water used for concrete in certain instances but not impossible. All concrete is batched with a water cement ratio so it is possible to determine quantities.

In the future these determinations should be discussed prior to the project work so agreements can be signed to reduce misinterpretations.

PERMIT PROCEDURE

1. Permits, deposits are issued at the Meter Shop (1404 33rd Avenue South #5).
2. Meters will be obtained at the Meter Shop (1404 33rd Avenue South #5).
3. Meter will be read monthly. Water will be billed at the current City's rate (same as any other user/no surcharge).
4.

Meter Deposit	\$600.00
Monthly Meter Fee	
Handling Fee - Permit Fee	25.00
	25.00/Service
5. Water cost will be monthly at current rates.
6. Pool Filling - 1-2 days/monthly fee waived

VIOLATIONS OF HYDRANT USE POLICY

1. Theft of City water is illegal and will be considered a theft of product.
2. City staff will investigate any and all violations.
3. A 100% surcharge will be added to the City determination of water used in addition to a fee of \$500.
4. Confiscation of hydrant usage equipment will be considered by City staff if in violation of policy.

**RESOLUTION PRESCRIBING RATES AND CHARGES FOR WATER RECLAMATION
UTILITY SERVICE**

BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota, under and pursuant to the provisions of Section 17-1501 of the Fargo Municipal Code of the City of Fargo, as amended, the rates and charges stated in this resolution are established and shall be payable by the owners and occupants of all premises to which wastewater treatment service is furnished and made available by the municipal wastewater utility, effective January 1, 2023, and to be reflected in the statements for wastewater service prepared after that date.

1. There shall be collected from each water meter connection to the municipal water works system installed at the residence location of single occupancy a monthly wastewater treatment charge of \$21.50.
2. There shall be collected from each water meter connection to the municipal water works system installed in a residence location of dual or multiple occupancy a charge of \$2.40 per 1,000 gallons of water registered by the meter each month, but not less than a charge of \$21.50 each month.
3. There shall be collected from each water meter connection to the municipal water works system installed in a commercial location, a charge of \$2.40 per 1,000 gallons of water registered by the meter in each month, but not less than a charge of \$21.50 each month.
4. The term "residence location of single occupancy" included all premises which are occupied as a dwelling place by no more than a single family and are not divided into apartments. The term "apartment" includes each room, or group of rooms, occupied as a residence by one or more persons, with its own complete bath and sink. The term "residence location of dual or multiple occupancy" includes all premises divided into more than one apartment or occupied as a residence by more than one family. The term "commercial location" includes all premises not embraced within the foregoing definitions, and specifically all buildings owned or occupied by the City of Fargo and any other political subdivisions and any agencies of the state, county, or federal government.
5. The foregoing sums shall be computed on the basis of the water meter readings last made prior to the rendering of statements, except that when utility employees are unable to obtain access to a meter in any billing period, the proper amount the statement may be estimated, and proper adjustment made in the statement rendered next following a meter reading. Wastewater treatment charges shall be due and payable on or before the 10th day after date of billing. Statements shall be prepared for all premises and duplicate copies shall be due and payable as previously mentioned, regardless of such mailing. Each wastewater treatment charge shall appear on and be collected as a part of the statement for water service and availability to the same premises by the water utility of the City of Fargo. Wastewater treatment charges not paid when due may be recovered by the City of Fargo in an action at law against the owner or occupant of the premises serviced, or against both jointly and severally.



Division of Solid Waste

2301 8th Avenue North
 Fargo, North Dakota 58102
 Phone: 701-241-1449
 Fax: 701-241-8109

Resolution Prescribing Rates and Charges for Solid Waste Services (Amended January 1, 2023)

BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota, under and pursuant to the provisions of Section 13-0518 of the Fargo Municipal Code of the City of Fargo, as amended, the rates and charges stated in this resolution are established and shall be payable by the owners and occupants of all premises to which garbage and recycling services are furnished and made available by the municipal garbage and recycling utility, effective January 1, 2023, and shall be reflected in the statements for garbage and recycling service prepared after that date; provided, however, that the rates and charges for such service or services in effect prior to January 1, 2023 shall remain in full force and effect:

RATES ARE NON-NEGOTIABLE.

1. There shall be collected for each single family dwelling the following monthly charges for garbage service effective January 1, 2023:

<u>Cart Size (Each)</u>	<u>Charge</u>
Small (48-gallon)	\$ 6.00
Medium (65-gallon)	\$ 9.00
Large (96-gallon)	\$14.00

2. There shall be collected from each multiple dwelling and/or apartment dwelling the following monthly charges for garbage service effective January 1, 2023:

<u>Cart Size (Each)</u>	<u>Charge</u>
Small (48-gallon)	\$ 6.00
Medium (65-gallon)	\$ 9.00
Large (96-gallon)	\$14.00

Any multiple dwelling and/or apartment dwelling equipped with a commercial dumpster for garbage shall pay a monthly collection fee as described in paragraph 5. Said charges to be billed to and paid for by the property owner monthly.

3. There shall be collected from each mobile home court the following monthly charges for garbage service per mobile home effective January 1, 2023:

<u>Cart Size (Each)</u>	<u>Charge</u>
Small (48-gallon)	\$ 6.00
Medium (65-gallon)	\$ 9.00
Large (96-gallon)	\$14.00

Any mobile home court equipped with a commercial dumpster shall pay a monthly collection fee as described in paragraph 5. Said charges to be billed to and paid for by the property owner monthly.

4. There shall be collected for each single-family dwelling that chooses to participate in the single-stream recycling program the following monthly charges for recycling service, effective January 1, 2023:

<u>Cart Size (Each)</u>	<u>Charge</u>
Large (96-gallon)	\$4.00

5. There shall be collected from each mobile home court the following monthly charges for recycling service per mobile home that chooses to participate in the single-stream recycling program, effective January 1, 2023:

<u>Cart Size (Each)</u>	<u>Charge</u>
Large (96-gallon)	\$4.00

6. For persons 65 years of age or older who qualify for real estate homestead credit in accordance with section 57-02-08.1 of the North Dakota Century Code, the charge shall be \$2.50 per month for garbage service and \$1.00 per month for single-stream recycling service.

7. There shall be collected for containers the following monthly charges, and for commercial recycling and roll-off services, the following charges effective January 1, 2023.

Cubic Yards	1/wk	2/wk	3/wk	4/wk	5/wk	6/wk	7/wk
2	64.00	128.00	192.00	256.00	320.01	384.01	448.01
3	75.28	150.57	225.85	301.13	376.41	451.70	526.98
4	86.56	173.13	259.69	346.26	432.82	519.39	605.95
6	109.13	218.25	327.38	436.51	545.64	654.76	763.89
8	131.69	263.38	395.07	526.76	658.45	790.14	921.83

\$2.61/CY + \$9.57/PICK-UP

COMPACTED TRASH 1.5 TIMES THE RATES LISTED ABOVE

FLAT GARBAGE CHARGE - \$45.71/MONTH MINIMUM FOR NONCOMMERCIAL CONTAINER ACCOUNTS AS APPROVED BY ROUTE SUPERVISOR.

COMMERCIAL RECYCLING SERVICE:

\$10.00 per stop for all commercially separated recyclable materials (cardboard, plastic, glass, etc.)

ROLL-OFF SERVICE:

- Pulls: \$100.00/pull plus landfill fees
- \$85.00/pull plus landfill fees if container is owned by the contractor
- \$85.00/pull if load is recycled or incinerated
- Rental: \$ 5.00/day excluding week-ends (the rental fee will be waived if one pull is made per week)

BE IT FURTHER RESOLVED, that effective January 1, 2023, there shall be charged to all users of the City of Fargo Sanitary Landfill the following charges:

All Landfill Waste	\$51.00/ton
Private Haulers In-City	\$50.00/ton
Inert Waste	\$46.00/ton
Separated Demolition Material (free of debris) Untreated Wood, Trees, Pallets, Concrete	\$46.00/ton
Compost Waste	\$30.00/ton
Special Handling (Asbestos, Contaminated Soil)	\$51.00/ton or \$125.00 Minimum
Minimum Charge	\$12.00/load
Weight Only	\$10.00/each
Industrial Waste – Special Handling (Ash & Powders)**	\$300.00/load – plus tipping fee
Offloading Assistance	\$100.00/hour – ½ hour minimum

**Assessed if handling of waste results in increased equipment maintenance costs (i.e. air filters)

BE IT FURTHER RESOLVED, that effective January 1, 2023, there shall be charged to all conditionally exempt small quantity generators (CESQGs) and those non-resident users not included in current landfill agreements with the City whom utilize the City of Fargo Household Hazardous Waste (HHW) facility, the following charges:

Acids/Bases	\$0.95/lb.	Oxidizers	\$1.04/lb.
Adhesives/Flammable Solids	\$0.76/lb.	Paint (max. 50 1-gal cans/month)	
		Latex	\$0.20/lb.
		Oil-based	\$0.78/lb.
Aerosols	\$1.07/lb.	PCB Ballasts	\$1.28/lb.
		PCB Capacitors	\$3.75/lb.
Anti-freeze* (max. 10-gals/month)	\$0.24/lb.	Poisons/Pesticides	\$0.89/lb.
Cleaners/Solvents	\$0.44/lb.	Used Oil* (max. 10-gals/month)	\$0.12/lb.
Dioxins** (wood preservatives)	\$ (see below)	Mercury**	\$6.00/lb.
Flammable Liquids	\$0.44/lb.		
Electronics	\$1.14/lb.		
Fluorescent Bulbs (max. 36 bulbs/month)			
4 ft. and below	\$1.00/each		
5 ft and above	\$1.17/each		

*Not included in the 220/lbs./month CESOG limit specified in the North Dakota Solid Waste Management Rules.

**Dioxins, reactives and items not listed will be priced on a case-by-case basis.

REPORT OF ACTION

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-21-H1 Type: Change Order #7
Location: 24th Ave S, east of 45th St Date of Hearing: 12/5/2022

Routing Date
City Commission 12/12/2022
PWPEC File X
Project File Matthew Jennings

The Committee reviewed the accompanying correspondence from Project Manager, Matthew Jennings, for Change Order #7 in the amount of \$55,280.00 for additional work.

Staff is recommending approval of Change Order #7 in the amount of \$55,280.00, bringing the total contract amount to \$2,438,224.72.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Change Order #7 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #7 in the amount of \$55,280.00, bringing the total contract amount to \$2,438,224.72 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Infrastructure Funds & Special Assessments

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

COMMITTEE

Table with 5 columns: Name, Present, Yes, No, Unanimous. Rows include Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Michael Redlinger, Interim City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Brenda Derrig, City Engineer; Terri Gayhart, Finance Director.

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Matt Jennings, Project Manager
Date: December 1, 2022
Re: Improvement District No. BN-21-H1 – Change Order No. 7

Background:

Improvement District BN-21-H1 is on 24th Avenue South, east of 45th Street.

Dakota Underground is the Prime Contractor on this project.

This Change Order is for the adjustment of overruns quantities for various paving items to allow proper payment this year.

Bid Item	Unit	Contract Quantity	Actual Quantity	Additional Cost
F&I Pavement 10" Thick Doweled Conc	SY	1,000	1,340	\$40,800.00
F&I Curb & Gutter Standard (Type II)	LF	2,300	2,556	\$5,888.00
F&I Sidewalk 4" thick Reinf Conc	SY	1,150	1,329	\$8,592.00
Sub Total:				\$55,280.00

The attached Change Order #7 in the amount of **\$55,280.00** (2.42% of the original contract), which increases the total contract amount to \$2,438,224.72 is for the changes as shown on Change Order #7.

Recommended Motion:

Approve Change Order #7 in the amount of \$55,280.00 for Improvement District No. BN-21-H1.

MCJ/klb
 Attachment



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-H1
ON 24TH AVENUE SOUTH AND ON 26TH AVENUE SOUTH, EAST OF 45TH STREET SOUTH.

Change Order No 7 **Change Order Date** 11/28/2022
Contractor Dakota Underground 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 Change Order # 7

Adjustment of overruns quantities for various paving items to allow proper payment this year.

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	55	F&I Pavement 10" Thick Doweled Conc	SY	1000		1000	340	1340	\$120.00	\$40,800.00
	56	F&I Curb & Gutter Standard (Type II)	LF	2300		2300	256	2556	\$23.00	\$5,888.00
	57	F&I Sidewalk 4" Thick Reinf Conc	SY	1150		1150	179	1329	\$48.00	\$8,592.00
Paving Sub Total										\$55,280.00

Summary

Source Of Funding	General Infrastructure Funds (TIF-401) & Special Assessments
Net Amount Change Order # 7 (\$)	\$55,280.00
Previous Change Orders (\$)	\$94,718.73
Original Contract Amount (\$)	\$2,288,225.99
Total Contract Amount (\$)	\$2,438,224.72

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

APPROVED 11-30-22 *Bob Nelson*
 For Contractor Dakota Underground Company
 Title Project Manager

APPROVED DATE *12/6/22*
 Department Head *T. Kelly*
 Mayor
 Attest

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-21-L1

Type: Change Order #3

Location: Veteran's Blvd S

Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/12/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, related to Change Order #3 in the amount of \$8,746.45 for additional work.

Staff is recommending approval of Change Order #3 in the amount of \$8,746.45, bringing the total contract amount to \$1,478,881.95.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Change Order #3 to Northern Improvement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$8,746.45, bringing the total contract amount to \$1,478,881.95 to Northern Improvement.

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)

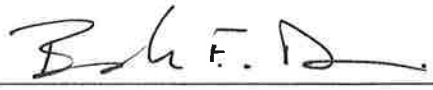
Yes	No
<u> </u>	<u>N/A</u>
<u> </u>	<u>N/A</u>
<u> </u>	<u>N/A</u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Manager
Date: December 1, 2022
Re: Improvement District No. BN-21-L1– Change Order # 3

Background:

Improvement District No. BN-21-L1 is for the new construction of underground utilities, concrete pavement and incidentals on Veteran's Boulevard South.

Northern Improvement is the Prime Contractor for this project.

1. Added 15 linear feet of sediment control log on the project.
2. The original project plan was to install the 36-inch valve at station 11+40. The Contractor bolted the valve, tee and pipes required to make the connection to the existing 36-inch valve. Due to the increase in ambient air temperatures and raising water usage, the connection was not allowed until the fall of 2022. To keep the project on schedule, the Contractor agreed to relocate the location of the 36-inch valve, which required disassembly of the water main parts and restocking fees.

Recommended Motion:

Approve Change Order #3 in the amount of \$8,746.45 to Northern Improvement.

JTL/klb
Attachments

Summary.

Source Of Funding

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessment

\$8,746.45

-\$535,864.75

\$2,006,000.25


\$1,478,881.95

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

APPROVED

For Contractor

Title


V. E. Patisolent

APPROVED DATE

Department Head

Mayor

Attest


12/6/22



HOME OFFICE
FARGO, NORTH DAKOTA
4000 12th Avenue N.W.
58108-2846
P.O. Box 2846
Phone 701-277-1225
Fax 701-277-1516

OFFICE AT
BISMARCK, NORTH DAKOTA
88502-1254
P.O. Box 1254
Phone 701-223-8885
Fax 701-224-0837

OFFICE AT
DICKINSON, NORTH DAKOTA
58502-1035
P.O. Box 1035
Phone 701-226-8197
Fax 701-226-0207

NORTHERN IMPROVEMENT COMPANY

Thomas McCormick, President/CEO
Steve McCormick, Executive Vice-President

DATE: 11/30/2022

TO: City of Fargo Engineering

RE: BN-21-L1
Change Order Request - Valve Re-Assembly

Northern Improvement Company is requesting that additional compensation be paid base on the following:

Description	Qty.	Unit	Unit Price	Price
Valve Re-Assembly and Restocking Fee (Includes 10% Prime Contractor Markup)	1	LS		\$8,688.70

Respectfully Submitted,
NORTHERN IMPROVEMENT COMPANY

Scott Pederson
Estimator/Project Manager



State of North Dakota Change Order / Extra Work Formula

Date: 11/30/2022
 Job Number: BN-21-L1
 Description: Vets Blvd & 53rd Ave S
 Engineer: City of Fargo
 Owner Rep: Jason Leonard

LABOR

Classification	Hours	Hourly Rate	Contractor Fee (15%)	Total
3 Laborers	12	\$ 60.00	\$ 9.00	\$ 828.00
				\$ 828.00

Equipment

Make	Size	Description	Utilized Hours	Hourly Rate	Total
					\$ -

Materials

Description	Quantity	Cost	OH / Profit (15%)	Total
36"x8" Tee Restock	EA 1	\$ 828.22	\$ 952.45	\$ 952.45
36" Stargrips	EA 4	\$ 1,330.08	\$ 1,529.59	\$ 6,118.37
				\$ 7,070.82

Notes:

Master Construction assembled the 36" valve, 36"x8" tee, and 36" pipe pieces to install per plan. The COF directed Master to not cut in this assembly and to install in the fall without the tee included. The 36"x8" tee had to be returned with a restocking fee. The assembly had 4 - 36" stargrips installed that were then unusable for the future installation request by COF so Master Construction had to purchase 4 additional 36" stargrips for future installation. The initial assembly took 3 laborers 4 hours each of install labor that was lost as well. Picture of initial assembly is attached for reference.

Total Labor	\$	828.00
Total Equipment	\$	-
Total Materials	\$	7,070.82

Grand Total \$ 7,898.82



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # R011550
Invoice Date 6/13/22
Account # 239484
Sales Rep EMILY STEVENSON
Phone # 701-219-7480
Branch #251 Fargo, ND
Total Amount Due \$129,877.41

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MASTER CONSTRUCTION CO INC
PO BOX 788
FARGO ND 58107 0788

Shipped To:
52ND AVE & VETERANS BLVD
CORY 701-318-5187
FARGO, ND

CUSTOMER JOB- BN21L1 BN21L1 VETERANS

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
6/08/22	6/10/22	BN21L1	BN21L1 VETERANS	BN21L1		CORE & MAIN LP	R011550

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
59VB668FARK	668 VALVE BOX COMBO FARGO IMPORT W/TYLER LID BID SEQ# 210	1	1		213.92000	EA	213.92
59VB668FARK	668 VALVE BOX COMBO FARGO IMPORT W/TYLER LID BID SEQ# 330	2	2		213.92000	EA	427.84
59VB668FARK	668 VALVE BOX COMBO FARGO IMPORT W/TYLER LID BID SEQ# 390	1	1		213.92000	EA	213.92
/30016852434	36 MJ RW GATE VLV OL BID SEQ# 520	1	1		45000.00000	EA	45,000.00
/80016852435	367-4935 2" SS OPERATING NUT BID SEQ# 530	1		1	155.00000	EA	.00
59VB685024B	24B CI BOTTOM SECTION F/6850 BID SEQ# 550	1	1		75.85000	EA	75.85
21AMF8363036	36 3036 DI STARGRIP RESTR. (I) SGDP36 BID SEQ# 580	6	6		1330.96900	EA	7,980.48
21I36S124T	36 MJ L/P SLV C153 IMP BID SEQ# 610	1	1		4716.30000	EA	4,716.30
21I36T080M	36X8 MJ TEE C153 IMP BID SEQ# 620	1	1		6938.58000	EA	6,938.58
0136052HDSS	36" HDSS CL52 DI PIPE 18' BID SEQ# 630	18	18		300.00000	FT	5,400.00
96DISURCHARGE	DUCTILE IRON MANUF SURCHARGE DETERMINED AT TIME OF SHIPMENT AND MAY NOT REFLECT QUOTED PRICE	106	106		N/C	EA	

CONTINUED... Page: 1



DUPLICATE

CREDIT MEMO

1830 Craig Park Court
St. Louis, MO 63146

Invoice # R078487
Invoice Date 6/30/22
Account # 239484
Sales Rep EMILY STEVENSON
Phone # 701-219-7480
Branch #251 Fargo, ND
Total Amount Due -\$6,164.12

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MASTER CONSTRUCTION CO INC
PO BOX 788
FARGO ND 58107 0788

Shipped To:
52ND AVE & VETERANS BLVD
FARGO, ND

CUSTOMER JOB- BN21L1 BN21L1 VETERANS

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
6/20/22	6/20/22	SEE BELOW	BN21L1 VETERANS	BN21L1		CORE & MAIN LP	R078487

Product Code	Description	Quantity		Price	UM	Extended Price
		Ordered	Shipped			

CUSTOMER PO#- BN21L1 *CREDIT*
Reference Invoice No.R011550

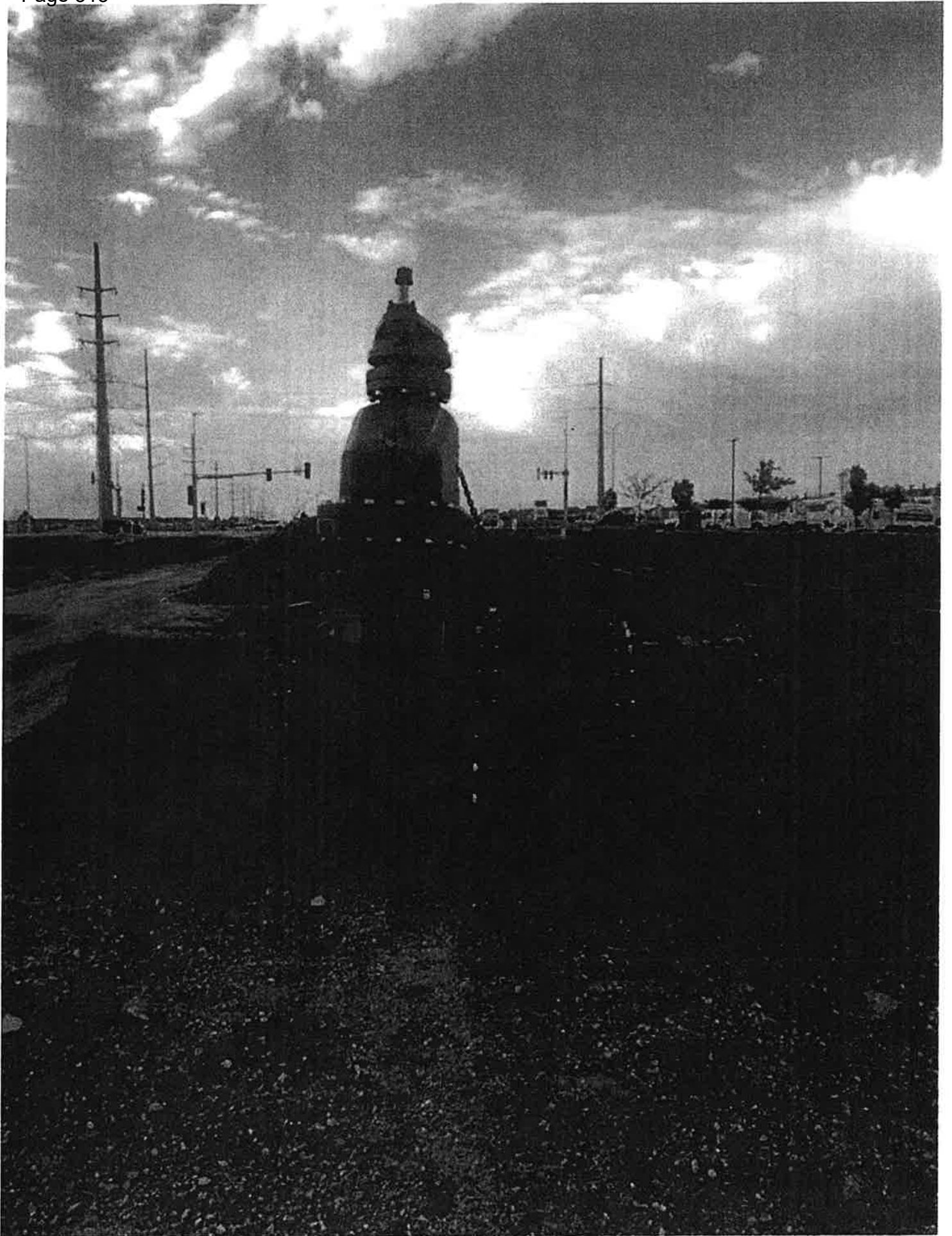
21I36T080M	36X8 MJ TEE C153 IMP BID SEQ# 620	1	1	6938.58000 EA		-6,938.58
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Freight	Delivery	Handling	Restock	Misc
\$299.29			\$828.22	

Terms: NET 30

Subtotal:	-6,938.58
Other:	1,127.51
Tax:	-353.05
Invoice Total:	-\$6,164.12

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Manager
Date: December 1, 2022
Re: Improvement District No. BN-22-A1 – Change Order # 4

Background:

Improvement District No. BN-22-A1 will install underground utilities, asphalt & concrete paving, and incidentals on 43rd Street South (900' section just south of 64th Avenue South), 45th Street South (between 52nd Avenue South and 64th Avenue South), 54th Avenue South (between 44th Street South and 45th Street South), 56th Avenue South (between 44th Street South and 45th Street South), 64th Avenue South (between 38th Street South and 45th Street South) changing the sections of roadways from minimum maintenance section line roadway or green field development areas to an urban 3-lane concrete roadway section, 2-lane rural asphalt roadway section and urban asphalt section. The project will be funded with Special Assessments (City of Fargo & Cass Rural Water User District), Street Sales Tax, Waste Water Utility Fund and Water Utility Fund.

1. After this project was bid it was determined that 24 inch grooved continental crosswalk pavement markings would be installed at the intersection of 45th Street South and 52nd Avenue South to help with pedestrian safety.
2. To help traffic with lane designations throughout the project, signs and delineators were added to the project.
3. Sidewalk closed signs were installed at the termination points of the sidewalks on the project to ensure pedestrian safety.

All costs associated with these project adjustments are \$31,694.20.

Recommended Motion:

Approve Change Order #4 in the amount of \$31,694.20.

JTL/klb
Attachments



NorthStar Safety, Inc.

794 West Main Avenue
 West Fargo, ND 58078
 Tel: 701-282-2110
 Fax: 701-281-1400
 www.northstarsafety.com

10/14/22 CHANGE ORDER

<u>Project</u>	<u>ID No.</u>	<u>Location</u>	<u>State</u>	<u>Bid Date</u>
New Paving and Utility Construction	BN-22-A1	Fargo	North Dakota	12/8/2021

NorthStar Safety, Inc. (NSI) will supply all labor, equipment and USED materials required to install the items listed below except for concrete or asphalt locations. If sign posts are required to be installed in concrete or asphalt, add \$225.00/surface mount base or \$175.00/core drilled hole. Our quote is based on the completion date stated in the proposal.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
CO	Permanent Sidewalk Closed Signing	LS	1	\$ 1,545.00	\$ 1,545.00

* - Material Included in Signing:

- 3 - Single Post Mounted Sidewalk Closed Ahead Signs (24" x 24")
- 3 - Double Post Mounted Type 1 Barricades w/Sidewalk Closed Signs (24" x 12")

Payments are to be made by progress payments. If a bond is required, add \$4.50/M (\$100.00 Minimum). Our quote does NOT include Railway Protection Insurance, TERO or any other contract charges. This proposal may be withdrawn if not accepted within 30 days.

Authorized
 Acceptance
 Signature _____

Print Name _____

Authorized
 Signature



Stephan Lindemann
 Cell: 701-219-1731
 E-mail: slindemann@northstarsafety.com

GC Markup (10%) = \$154.50

Total Change Order = \$1699.50

11/2/2022

DAKOTA UNDERGROUND
BN-22-A1
45TH ST S @ 52ND AVE S

	DESCRIPTION	PLAN QTY	PRICE	UNIT	PLAN REV	NSI QTY COMP	ACTUAL \$'S
#1	INC-SANDBLAST & SPRAY EPOXY	0.00	15.00	SF	-	40.00	600.00
#1	CO-PAINT EPOXY LINE 24" WIDE	0.00	22.50	LF	-	114.00	2,565.00
#2	CO-BLACK OUT	0.00	750.00	LS	-	1.00	750.00
#3	CO-F&I GR PLAS FILM 24" WIDE	0.00	37.00	LF	-	960.00	35,520.00

#1 Unit Price = 22.50
 GC Markup (10%) = 2.25⁰⁰

$$CO = 22.75 \times 114 = 2821.50$$

#2 Unit Price = 750⁰⁰
 GC Markup (10%) = 75⁰⁰

$$CO = \$825.00 \times 1.00 = \$825.00$$

#3 Total Cost = 35,520⁰⁰
 First 10,000 (10%) = \$1,000⁰⁰
 Remaining 25,520⁰⁰ (5%) = 1276⁰⁰

$$\frac{\$37,796.00}{960} = \$39.37$$

To(OWNER): DAKOTA UNDERGROUND CO.
 4001 15TH AVE. NW
 FARGO, ND 58102

Project: DAKOTA UNDERGROUND
 BN-22-A1
 45TH ST S @ 52ND AVE S

Application No: 5
 Invoice No: 2001-7R
 Invoice Date: 10/31/2022
 Terms: Net 30

From: NORTHSTAR SAFETY, INC
 794 WEST MAIN AVE
 WEST FARGO, ND 58078
 (701) 282-2110

Via(Architect/
 Engineer)

Due Date: 11/30/2022
 Period To: 10/31/2022
 Project No:
 Contract Date:

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
10.055	TRAFFIC CONTROL	1	9,560.00	9,560.00	0.75	7,170.00	7,170.00	0.00
10.108	TRAFFIC CONTROL-TYPE 2	2	35.00	70.00	2	70.00	0.00	70.00
10.109	REMOVE SIGN ASSEMBLY	2	85.00	170.00	5	425.00	0.00	425.00
10.110	F&I SIGN ASSEMBLY	21	150.00	3,150.00	39	5,850.00	1,500.00	4,350.00
10.111	F&I SIGN ASSEMBLY & ANCHOR	101	24.00	2,424.00	197.7	4,744.80	0.00	4,744.80
10.112	F&I DIAMOND GRADE CUBED	116	22.00	2,552.00	123	2,706.00	0.00	2,706.00
10.113	F&I HIGH INTENSITY PRISMATIC	8	665.00	5,320.00	4	2,660.00	5,320.00	-2,660.00
	F&I BARRICADE TYPE III			23,246.00		23,625.80	13,990.00	9,635.80
10.CO1	CO1-PERM SIDEWALK CLSD	1	1,545.00	1,545.00	1	1,545.00	0.00	1,545.00
10.CO2	SIGNING	50	47.50	2,375.00	50	2,375.00	0.00	2,375.00
	CO2- 28" DELINEATORS-WHITE			27,166.00		27,545.80	13,990.00	13,555.80



GC Markup (10%) = \$ 475
 Co Amount: \$ 5225 @ 50% = \$ 2612.50

Summary.

Source Of Funding

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessment, Water Utility Fund, Sanitary Utility Fund, City Sales Tax, Cass Rural Water

\$31,694.20

\$720,211.01

\$11,675,967.59

\$12,427,872.80

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

APPROVED

For Contractor

Title

Jared Heller, PE

Dakota Underground Company

Project Manager

APPROVED DATE

Department Head

Mayor

Attest

TRC 12/6/22

42

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-B1 Type: Final Balancing Change Order #2

Location: Meadowview 1st Addition Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/12/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Will Bayuk</u>

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, for Final Balancing Change Order #2 in the amount of \$23,378.52, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of \$23,378.52, bringing the total contract amount to \$1,373,174.09.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Final Balancing Change Order #2 to Dirt Dynamics.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$23,378.52, bringing the total contract amount to \$1,373,174.09 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>✓</u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

B. E. Derrig
Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Will Bayuk, Project Engineer
Date: December 1, 2022
Re: Improvement District No. BN-22-B1 – Change Order #2 (Final Balancing Change Order)

Background:

Attached is the Final Balancing Change Order in the amount of \$23,378.52. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$ 1,299,597.84
Change Order #1	\$ 50,197.73
Change Order #2 (FBCO)	<u>\$ 23,378.52</u>
Total Contract:	\$ 1,373,174.09

Recommended Motion:

Approve Change Order #2 (Final Balancing Change Order) in the amount of \$23,378.52 to Dirt Dynamics, LLC.

Attachment
C: Tom Knakmuhs



CHANGE ORDER REPORT

**NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-B1
MEADOW VIEW - 70TH AVE S & 15TH ST S**

Change Order No 2 **Change Order Date** 11/17/2022
Contractor Dirt Dynamics

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

EXPLANATION OF CHANGE Change Order # 2

Final Balancing

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		Remove Sidewalk 4" Thick Conc	SY	5	5	0	-5	0	\$24.00	-\$120.00
70th Ave Sidewalk		Remove Shared Use Path 5" Thick Conc	SY	10	10	0	-10	0	\$20.00	-\$200.00
Sanitary Sewer		F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1950	1950	0	-1950	0	\$0.01	-\$19.50
Miscellaneous	2	Mulching Type 1 Hydro	SY	9107	9107	0	286	9393	\$0.44	\$125.84
				70th Ave Sidewalk Sub Total					-\$200.00	
				Sanitary Sewer Sub Total					-\$19.50	
				Paving Sub Total					-\$120.00	

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 (\$)
	3	Mulching Type 2 Straw	SY	37645	0	37645	5140	42785	\$0.08	\$411.20
	4	Seeding Type C	SY	3714	0	3714	5679	9393	\$0.61	\$3,464.19
	6	Temp Construction Entrance	EA	2	0	2	-1	1	\$1,500.00	-\$1,500.00
	7	Inlet Protection - Existing Inlet	EA	6	0	6	6	12	\$184.00	\$1,104.00
	Miscellaneous Sub Total \$3,605.23									
Sanitary Sewer	12	F&I Pipe SDR 26 - 6" Dia PVC	LF	2600	0	2600	11.5	2611.5	\$26.00	\$299.00
	13	F&I Pipe SDR 26 - 8" Dia PVC	LF	1390	0	1390	-7.6	1382.4	\$40.00	-\$304.00
	14	F&I Pipe SDR 35 - 10" Dia PVC	LF	246	0	246	1.75	247.75	\$45.00	\$78.75
	Sanitary Sewer Sub Total \$73.75									
Cass Rural Water	17	F&I Fittings C153 Ductile Iron	LB	493	0	493	78	571	\$8.50	\$663.00
	20	Bore Pipe C900 DR 18 - 8" Dia PVC	LF	199	0	199	-99	100	\$79.00	-\$7,821.00
	21	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	21.5	0	21.5	1	22.5	\$30.00	\$30.00

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 (\$)
	22	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	1995	0	1995	98	2093	\$41.00	\$4,018.00
Storm Sewer	35	F&I Pipe 15" Dia	LF	55	0	55	-8	47	\$46.00	-\$368.00
	39	F&I Pipe 18" Dia Reinf Conc	LF	252	0	252	1	253	\$58.00	\$58.00
	41	F&I Pipe w/GB 15" Dia Reinf Conc	LF	166	0	166	2.7	168.7	\$67.00	\$180.90
	42	F&I Pipe w/GB 18" Dia Reinf Conc	LF	46	0	46	-1	45	\$74.00	-\$74.00
								Storm Sewer Sub Total		-\$203.10
Paving	51	F&I Curb & Gutter Standard (Type II)	LF	175	0	175	-3.5	171.5	\$38.00	-\$133.00
	53	F&I Pavement 9" Thick Doweled Conc	SY	250	0	250	9.3	259.3	\$131.00	\$1,218.30
	54	Rem & Repl Pavement 9" Thick Doweled Conc	SY	20	0	20	1.4	21.4	\$131.00	\$183.40

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 (\$)
	55	F&I Sidewalk 4" Thick Reinf Conc	SY	568.7	0	560	-41.4	518.6	\$61.40	-\$2,541.96
	56	F&I Sidewalk 6" Thick Reinf Conc	SY	59.599999999999994	0	63	-8.7	54.3	\$71.00	-\$617.70
	57	F&I Det Warn Panels Cast Iron	SF	136	0	144	-40	104	\$44.00	-\$1,760.00
	58	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2085	0	2085	293.53	2378.53	\$78.00	\$22,895.34
70th Ave Sidewalk	75	F&I Sidewalk 4" Thick Reinf Conc	SY	442.4	0	401	-8.7	392.3	\$61.40	-\$534.18
	76	F&I Sidewalk 6" Thick Reinf Conc	SY	22.699999999999996	0	13.999999999999998	3.4	17.4	\$71.00	\$241.40
	77	F&I Shared Use Path 5" Thick Reinf Conc	SY	414	0	414	-3.6	410.4	\$63.00	-\$226.80
	78	F&I Shared Use Path 6" Thick Reinf Conc	SY	11	0	11	11.7	22.7	\$71.00	\$830.70
Paving Sub Total									\$19,244.38	

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Total Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	79	F&I Det Warn Panels Cast Iron	SF	104	0	64	8	72	\$44.00	\$352.00
	70th Ave Sidewalk Sub Total \$663.12									
Change Order 2	84	Relocate Sign Assembly	EA	0	0	0	1	1	\$300.00	\$300.00
	85	Repair Street Light Miscellaneous	EA	0	0	0	1	1	\$3,144.64	\$3,144.64
	Change Order 2 Sub Total									\$3,444.64

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessment

\$23,378.52

\$50,197.73

\$1,299,597.84

\$1,373,174.09

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

APPROVED

For Contractor

Title *esha*

APPROVED DATE

Department Head

Mayor

Attest

T. Cole 12/6/22



PAY ESTIMATE SHEET
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-B1
MEADOW VIEW - 70TH AVE S & 15TH ST S

BN-22-B1
 Pmt #8
 Pmt \$76,993.54
 Bal -\$0.00
 Not Yet Approved

Project No. BN-22-B1
Project Name New Paving and Utility Construction
Type Utilities and Paving New
Description Meadow View - 70th Ave S & 15th St S
Pay Estimate Number 8
From Date 8/31/2022
To Date 11/30/2022

The Honorable Board of City Commissioners
 Dear Commissioners,

Be advised that Dirt Dynamics has performed the work to date shown on this statement

1. Contract Work

	Contract			Previous			Current			To Date		
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
Miscellaneous												
1	LS	1	\$17,000.00	1	\$17,000.00	0	\$0.00	1	\$17,000.00	1	\$17,000.00	100%
2	SY	9393	\$0.44	9393	\$4,132.92	0	\$0.00	9393	\$4,132.92	9393	\$4,132.92	100%
3	SY	42785	\$0.08	42785	\$3,422.80	0	\$0.00	42785	\$3,422.80	42785	\$3,422.80	100%
4	SY	9393	\$0.61	9393	\$5,729.73	0	\$0.00	9393	\$5,729.73	9393	\$5,729.73	100%
5	LS	1	\$2,000.00	0.5	\$1,000.00	0.5	\$1,000.00	1	\$2,000.00	1	\$2,000.00	100%
6	EA	1	\$1,500.00	1	\$1,500.00	0	\$0.00	1	\$1,500.00	1	\$1,500.00	100%
7	EA	12	\$184.00	12	\$2,208.00	0	\$0.00	12	\$2,208.00	12	\$2,208.00	100%
8	EA	16	\$184.00	16	\$2,944.00	0	\$0.00	16	\$2,944.00	16	\$2,944.00	100%

1. Contract Work

	Contract		Previous		Current		To Date			
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
9	LS	1	\$2,573.00	1	\$2,573.00	0	\$0.00	1	\$2,573.00	100%
Miscellaneous Sub Total					\$40,510.45		\$1,000.00		\$41,510.45	
Sanitary Sewer										
10	EA	6	\$5,450.00	6	\$32,700.00	0	\$0.00	6	\$32,700.00	100%
F&I Manhole 4' Dia Reinf Conc										
11	EA	2	\$458.00	2	\$916.00	0	\$0.00	2	\$916.00	100%
Connect Pipe to Exist Pipe										
12	LF	2611.5	\$26.00	2611	\$67,886.00	0.5	\$13.00	2611.5	\$67,899.00	100%
F&I Pipe SDR 26 - 6" Dia PVC - CO2										
13	LF	1382.4	\$40.00	1390	\$55,600.00	-7.6	-\$304.00	1382.4	\$55,296.00	100%
F&I Pipe SDR 26 - 8" Dia PVC - CO2										
14	LF	247.75	\$45.00	247.75	\$11,148.75	0	\$0.00	247.75	\$11,148.75	100%
F&I Pipe SDR 35 - 10" Dia PVC - CO2										
15	LF	314	\$75.00	313.5	\$23,512.50	0.5	\$37.50	314	\$23,550.00	100%
F&I Pipe SDR 35 - 12" Dia PVC										
16	EA	52	\$420.00	52	\$21,840.00	0	\$0.00	52	\$21,840.00	100%
Connect Sewer Service										
Sanitary Sewer Sub Total					\$213,603.25		-\$253.50		\$213,349.75	
Cass Rural Water										
17	LB	571	\$8.50	571	\$4,853.50	0	\$0.00	571	\$4,853.50	100%
F&I Fittings C153 Ductile Iron - CO2										
18	EA	3	\$4,900.00	3	\$14,700.00	0	\$0.00	3	\$14,700.00	100%
F&I Hydrant										
19	EA	1	\$1,050.00	1	\$1,050.00	0	\$0.00	1	\$1,050.00	100%
Connect Pipe to Exist Pipe										
20	LF	100	\$79.00	100	\$7,900.00	0	\$0.00	100	\$7,900.00	100%
Bore Pipe C900 DR 18 - 8" Dia PVC - CO2										
21	LF	22.5	\$30.00	22.5	\$675.00	0	\$0.00	22.5	\$675.00	100%
F&I Pipe C900 DR 18 - 6" Dia PVC - CO2										
22	LF	2093	\$41.00	2093	\$85,813.00	0	\$0.00	2093	\$85,813.00	100%
F&I Pipe C900 DR 18 - 8" Dia PVC - CO2										

1. Contract Work

	Contract			Previous		Current		To Date			
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)		
									% Comp.		
23	F&I Tapping Sleeve & Valve 12"x8"	EA	2	\$4,250.00	2	\$8,500.00	0	\$0.00	2	\$8,500.00	100%
24	F&I Gate Valve 6" Dia	EA	3	\$1,700.00	3	\$5,100.00	0	\$0.00	3	\$5,100.00	100%
25	F&I Gate Valve 8" Dia	EA	5	\$2,300.00	5	\$11,500.00	0	\$0.00	5	\$11,500.00	100%
26	F&I Pipe 1" Dia Water Service	LF	2410	\$14.50	2410	\$34,945.00	0	\$0.00	2410	\$34,945.00	100%
27	F&I CS & Box 1" Dia	EA	52	\$560.00	52	\$29,120.00	0	\$0.00	52	\$29,120.00	100%
28	Connect Water Service	EA	52	\$380.00	52	\$19,760.00	0	\$0.00	52	\$19,760.00	100%
Cass Rural Water Sub Total						\$223,916.50		\$0.00		\$223,916.50	
Storm Sewer											
29	F&I Manhole 4' Dia Reinf Conc	EA	9	\$3,460.00	9	\$31,140.00	0	\$0.00	9	\$31,140.00	100%
30	F&I Inlet - Single Box (SBI) Reinf Conc	EA	11	\$3,380.00	10	\$33,800.00	1	\$3,380.00	11	\$37,180.00	100%
31	F&I Inlet - Round (RDI) Reinf Conc	EA	5	\$1,700.00	5	\$8,500.00	0	\$0.00	5	\$8,500.00	100%
32	Connect Pipe to Exist Pipe	EA	1	\$450.00	1	\$450.00	0	\$0.00	1	\$450.00	100%
33	Connect Pipe to Exist Structure	EA	2	\$1,700.00	2	\$3,400.00	0	\$0.00	2	\$3,400.00	100%
34	F&I Pipe 12" Dia	LF	725	\$31.50	725	\$22,837.50	0	\$0.00	725	\$22,837.50	100%
35	F&I Pipe 15" Dia - CO2	LF	47	\$46.00	47	\$2,162.00	0	\$0.00	47	\$2,162.00	100%
36	F&I Pipe 18" Dia	LF	279	\$51.00	279	\$14,229.00	0	\$0.00	279	\$14,229.00	100%
37	F&I Pipe 21" Dia	LF	260	\$60.00	260	\$15,600.00	0	\$0.00	260	\$15,600.00	100%
38	F&I Pipe 24" Dia	LF	346	\$66.00	346	\$22,836.00	0	\$0.00	346	\$22,836.00	100%
39	F&I Pipe 18" Dia Reinf Conc - CO2	LF	253	\$58.00	253	\$14,674.00	0	\$0.00	253	\$14,674.00	100%
40	F&I Pipe 24" Dia Reinf Conc	LF	142	\$71.00	142	\$10,082.00	0	\$0.00	142	\$10,082.00	100%

1. Contract Work

	Contract			Previous		Current		To Date		
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
41	LF	168.7	\$67.00	163.7	\$10,967.90	5	\$335.00	168.7	\$11,302.90	100%
	F&I Pipe w/GB 15" Dia Reinf Conc - CO2									
42	LF	45	\$74.00	45	\$3,330.00	0	\$0.00	45	\$3,330.00	100%
	F&I Pipe w/GB 18" Dia Reinf Conc - CO2									
				Storm Sewer Sub Total	\$194,008.40		\$3,715.00		\$197,723.40	
Paving										
43	CY	858	\$7.00	858	\$6,006.00	0	\$0.00	858	\$6,006.00	100%
	Fill - Contractor Supply - CO1									
44	CY	1069	\$5.00	1069	\$5,345.00	0	\$0.00	1069	\$5,345.00	100%
	Excavation - CO1									
45	CY	500	\$3.00	500	\$1,500.00	0	\$0.00	500	\$1,500.00	100%
	Subcut									
46	SY	7826	\$1.50	7826	\$11,739.00	0	\$0.00	7826	\$11,739.00	100%
	Subgrade Preparation									
47	SY	7826	\$1.20	7826	\$9,391.20	0	\$0.00	7826	\$9,391.20	100%
	F&I Woven Geotextile									
48	SY	7826	\$9.85	7826	\$77,086.10	0	\$0.00	7826	\$77,086.10	100%
	F&I Class 5 Agg - 8" Thick									
49	LF	3803	\$13.70	3803	\$52,101.10	0	\$0.00	3803	\$52,101.10	100%
	F&I Edge Drain 4" Dia PVC									
50	LF	3628	\$17.25	3628	\$62,583.00	0	\$0.00	3628	\$62,583.00	100%
	F&I Curb & Gutter Mountable (Type I)									
51	LF	171.5	\$38.00	171.5	\$6,517.00	0	\$0.00	171.5	\$6,517.00	100%
	F&I Curb & Gutter Standard (Type II) - CO2									
52	LF	169	\$20.00	169	\$3,380.00	0	\$0.00	169	\$3,380.00	100%
	Remove Curb & Gutter									
53	SY	259.3	\$131.00	259.3	\$33,968.30	0	\$0.00	259.3	\$33,968.30	100%
	F&I Pavement 9" Thick Doweled Conc - CO2									
54	SY	21.4	\$131.00	21.4	\$2,803.40	0	\$0.00	21.4	\$2,803.40	100%
	Rem & Repl Pavement 9" Thick Doweled Conc - CO2									
55	SY	518.6	\$61.40	518.6	\$31,842.04	0	\$0.00	518.6	\$31,842.04	100%
	F&I Sidewalk 4" Thick Reinf Conc - CO2									

1. Contract Work

	Contract		Previous		Current		To Date				
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.	
56	F&I Sidewalk 6" Thick Reinf Conc - CO2	SY	54.3	\$71.00	54.3	\$3,855.30	0	\$0.00	54.3	\$3,855.30	100%
57	F&I Det Warn Panels Cast Iron - CO2	SF	104	\$44.00	104	\$4,576.00	0	\$0.00	104	\$4,576.00	100%
58	F&I Asphalt Pavement FAA 43 w/ PG58H-34 - CO2	Ton	2378.53	\$78.00	2378.53	\$185,525.34	0	\$0.00	2378.53	\$185,525.34	100%
59	Casting to Grade - Blvd	EA	10	\$350.00	10	\$3,500.00	0	\$0.00	10	\$3,500.00	100%
60	Casting to Grade - no Conc	EA	6	\$400.00	6	\$2,400.00	0	\$0.00	6	\$2,400.00	100%
61	GV Box to Grade - Blvd	EA	7	\$150.00	7	\$1,050.00	0	\$0.00	7	\$1,050.00	100%
62	GV Box to Grade - no Conc	EA	3	\$150.00	3	\$450.00	0	\$0.00	3	\$450.00	100%
					Paving Sub Total	\$505,618.78		\$0.00		\$505,618.78	
Street Lights											
63	F&I Base 5' Deep Reinf Conc	EA	11	\$525.00	11	\$5,775.00	0	\$0.00	11	\$5,775.00	100%
64	F&I Conductor #6 USE Cu	LF	5343	\$1.84	5000	\$9,200.00	343	\$631.12	5343	\$9,831.12	100%
65	F&I Innerduct 1.5" Dia	LF	1945	\$5.25	1900	\$9,975.00	45	\$236.25	1945	\$10,211.25	100%
66	F&I Luminaire Type A	EA	11	\$1,575.00	11	\$17,325.00	0	\$0.00	11	\$17,325.00	100%
67	F&I Light Standard Type A	EA	11	\$2,625.00	11	\$28,875.00	0	\$0.00	11	\$28,875.00	100%
					Street Lights Sub Total	\$71,150.00		\$867.37		\$72,017.37	
Signing											
68	F&I Sign Assembly	EA	1	\$79.00	1	\$79.00	0	\$0.00	1	\$79.00	100%
69	F&I Sign Assembly & Anchor	EA	10	\$105.00	10	\$1,050.00	0	\$0.00	10	\$1,050.00	100%

1. Contract Work

	Contract		Previous		Current		To Date				
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.	
70	F&I Diamond Grade Cubed	SF	66.3	\$26.50	66.3	\$1,756.95	0	\$0.00	66.3	\$1,756.95	100%
71	F&I Barricade Type III	EA	3	\$620.00	3	\$1,860.00	0	\$0.00	3	\$1,860.00	100%
			Signing Sub Total			\$4,745.95		\$0.00		\$4,745.95	
70th Ave Sidewalk											
72	Boulevard Grading	SY	2200	\$1.50	2200	\$3,300.00	0	\$0.00	2200	\$3,300.00	100%
73	F&I Curb & Gutter Standard (Type II) - CO2	LF	24	\$38.00	24	\$912.00	0	\$0.00	24	\$912.00	100%
74	Remove Curb & Gutter	LF	24	\$20.00	24	\$480.00	0	\$0.00	24	\$480.00	100%
75	F&I Sidewalk 4" Thick Reinf Conc - CO2	SY	392.3	\$61.40	392.3	\$24,087.22	0	\$0.00	392.3	\$24,087.22	100%
76	F&I Sidewalk 6" Thick Reinf Conc - CO2	SY	17.4	\$71.00	17.4	\$1,235.40	0	\$0.00	17.4	\$1,235.40	100%
77	F&I Shared Use Path 5" Thick Reinf Conc - CO2	SY	410.4	\$63.00	410.4	\$25,855.20	0	\$0.00	410.4	\$25,855.20	100%
78	F&I Shared Use Path 6" Thick Reinf Conc - CO2	SY	22.7	\$71.00	22.7	\$1,611.70	0	\$0.00	22.7	\$1,611.70	100%
79	F&I Det Warn Panels Cast Iron - CO2	SF	72	\$44.00	72	\$3,168.00	0	\$0.00	72	\$3,168.00	100%
			70th Ave Sidewalk Sub Total			\$60,649.52		\$0.00		\$60,649.52	
			A. All Contract Work Container Subtotal			\$1,314,202.85		\$5,328.87		\$1,319,531.72	

2. Change Orders

Change Order Item & Quantity Summary				Change Order Item Payment Summary											
CO# & Category	Line No	Description	Previous Contract Totals			New Contract Totals			Previous		Current		To Date		% Complete
			Unit Qty	Price	Unit Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Change Order #1			Net Contract Change: \$50,197.73												
Change Order #2			Change Order #1 Subtotals \$50,197.73 \$0.00 \$50,197.73												
Change Order #2			Net Contract Change: \$23,718.02												
Change Order #2			Change Order #2 Subtotals \$0.00 \$3,444.64 \$3,444.64												
Change Order #2			B. All Change Order Work Paid Subtotal \$50,197.73 \$3,444.64 \$53,642.37												
Change Order #2			C. All Contract Work Container Subtotal \$1,314,202.85 \$5,328.87 \$1,319,531.72												
Change Order #2			D. Total Contract Work Completed To Date \$1,373,174.09												
Change Order #2			E. Total Contract Work Completed This Pay Estimate \$8,773.51												

* Please Note That Change Order Payment Totals On This Page Will Not Reflect The Total Change Order Value If The Change Order Contains Quantity Change Items

3. Payment Adjustments

Category	Line No	Description	Contract		Previous		Current		To Date		
			Unit Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Complete

To Date, No Payment Adjustments Have Been Made on This Project

Contract Summary		
1. Original Contract Amount	Original contract amount	\$1,299,597.84
2. Net Contract Change by Change Order	Sum of all net change order values	\$73,576.25
3. Current Contract Amount	Sum of original contract amount and all change orders	\$1,373,174.09
Total Work Completed To Date		
4. Total Contract Work Completed to Date	Section 2 of This Estimate, Line D	\$1,373,174.09
5. Total Contract Work Completed This Pay Estimate	Section 2 of This Estimate, Line E	\$8,773.51
Payment Adjustments		
6. Total Retainage Withheld @ 0% of Total Contract Work Completed to Date	Line 4 x 0%	-\$0.00
7. Retainage Release This Pay Estimate	(If Retainage is to be released) = Previous Total Retainage Withheld minus Line 6	\$68,220.03
8. Total Payment Adjustments This Pay Estimate	Section 3 of This Estimate, Line F	\$0.00
Payment Due Summary		
9. Total Due to Date	Line 4 + Line 6 + Total Payment Adjustments To Date (Line G, Section Three)	\$1,373,174.09
10. Previous Payments	Sum of all previous Payments to Contractor	\$1,296,180.55
11. Payment Due This Estimate	Line 9 - Line 10	\$76,993.54

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-J1 Type: Final Balancing Change Order #1

Location: Golden Valley 6th Addition Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	12/12/2022
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, for Final Balancing Change Order #1 in the amount of \$16,385.55, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #1 in the amount of \$16,385.55, bringing the total contract amount to \$692,395.15.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Final Balancing Change Order #1 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #1 in the amount of \$16,385.55, bringing the total contract amount to \$692,395.15 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

Brenda E. Derrig, P.E. City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Will Bayuk, Project Engineer
Date: December 1, 2022
Re: Improvement District No. BN-22-J1 – Final Balancing Change Order #1

Background:

Attached is the Final Balancing Change Order in the amount of \$16,385.55. The Contractor met the requirements of the contract and it has been accepted by the City. In addition, this change order adds a Directional Boring bid item for extra work needed to be done while installing street lights. This extra work totals \$715.00. The Contractor has also submitted a time extension request due to material shortages outside of their control. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$	676,099.60
Change Order #1 (FBCO)	\$	16,385.55
Total Contract:	\$	692,395.15

Recommended Motion:

Approve Final Balancing Change Order #1 in the amount of \$16,385.55 and grant Master Construction Co, Inc. a time extension of 21 days, moving the Substantial Completion date to August 26, and Final Completion date to September 25.

Attachment
C: Tom Knakmuhs



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-J1
GOLDEN VALLEY 6TH ADDITION - 67TH AVE S & 27TH ST S

Final Balancing
Change Order

Change Order No 1 Change Order Date 12/1/2022
 Contractor 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 Change Order # 1

Item Added for boring 1.5" Innerduct during street light installation. A 21 day time extension was granted for material delays outside of contractors control.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer		F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	997	0	997	-997	0	\$2.00	-\$1,994.00
Miscellaneous	4	Seeding Type C	SY	2600	0	2600	319	2919	\$0.75	-\$1,994.00
Sanitary Sewer	12	F&I Pipe SDR 26 - 6" Dia PVC	LF	1185	0	1185	53	1238	\$39.00	\$239.25
	13	F&I Pipe SDR 26 - 8" Dia PVC	LF	335	0	335	25	360	\$46.00	\$239.25
Cass Rural Water	23	F&I Pipe 1" Dia Water Service	LF	1060	0	1060	35	1095	\$29.00	\$1,150.00
Paving	43	F&I Edge Drain 4" Dia PVC	LF	2033	0	2033	7	2040	\$9.00	\$3,217.00
	44	F&I Curb & Gutter Mountable (Type I)	LF	2033	0	2033	7	2040	\$17.70	\$1,015.00
Sanitary Sewer Sub Total -\$1,994.00 Miscellaneous Sub Total \$239.25 Sanitary Sewer Sub Total \$3,217.00 Cass Rural Water Sub Total \$1,015.00 Paving Sub Total \$63.00 F&I Curb & Gutter Mountable Sub Total \$123.90										

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 (\$)
	46	Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	22	0	22	-5.34	16.66	\$90.00	-\$480.60
	47	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	918	0	918	99.37	1017.37	\$100.00	\$9,937.00
	48	Casting to Grade - Blvd	EA	3	0	3	3	6	\$350.00	\$1,050.00
	49	Casting to Grade - no Conc	EA	2	0	2	6	8	\$400.00	\$2,400.00
	50	GV Box to Grade - Blvd	EA	1	0	1	1	2	\$100.00	\$100.00
								Paving Sub Total	\$13,193.30	
Change Order 1	61	Directional Boring	LF	0	0	0	65	65	\$111.00	\$715.00
								Change Order 1 Sub Total	\$715.00	

Summary.

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessment

\$16,385.55

\$0.00

\$676,009.60

\$692,395.15

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

CONTRACT DATES

Current Substantial Completion Date

12/31/1969

Current Final Completion Date

12/31/1969

Additional Days Substantial Completion

19230

Additional Days Final Completion

19260

New Substantial Completion Date

8/26/2022

New Final Completion Date

9/25/2022

Interim Completion Dates

APPROVED
For Contractor
Title

Tyler Hofer
Project Mgr

APPROVED DATE
Department Head
Mayor
Attest

TCC 12/16/22



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-K1 Type: Negative Final Balancing Change Order #4

Location: Crossroads Dr, 42nd St – 41st St S & 23rd Ave S – Crossroads Dr Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	12/12/2022
PWPEC File	X
Project File	Matthew Jennings

The Committee reviewed the accompanying correspondence from Project Manager, Matthew Jennings, for Negative Final Balancing Change Order #4 in the amount of \$-10,652.76, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #4 in the amount of \$-10,652.76, bringing the total contract amount to \$2,171,754.92.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Negative Final Balancing Change Order #4 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #4 in the amount of \$-10,652.76, bringing the total contract amount to \$2,171,754.92 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-K1
ON CROSSROADS DRIVE FROM 42 ST S TO 41 ST S AND ON 41 ST S FROM 23 AVE
S TO CROSSROADS DRIVE.

Final Balancing
Change Order

Change Order No 4 Change Order Date 11/28/2022
 Contractor Dakota Underground 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 Change Order # 4

Additional expenses during water main tie-in to 42nd St S. The watermain was lower than expected and additional bends were required to deflect around existing storm sewer.

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		Sediment Control Log 6" to 8" Dia	LF	50		50	-50	0	\$5.00	-\$250.00
									Miscellaneous Sub Total	-\$250.00
Sanitary Sewer		F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	20		20	-20	0	\$0.01	-\$0.20
		F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	910		910	-910	0	\$0.01	-\$9.10
									Sanitary Sewer Sub Total	-\$9.30
Water Main		F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	44		44	-44	0	\$127.00	-\$5,588.00
									Water Main Sub Total	-\$5,588.00
Signing		F&I Sign Assembly	EA	2		2	-2	0	\$80.00	-\$160.00
Paving	2	Excavation	CY	11873	0	11873	1913	13786	\$13.50	\$25,825.50
	3	Subcut	CY	1431	0	1431	25	1456	\$5.00	\$125.00
									Signing Sub Total	-\$160.00

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 (\$)
	4	Subgrade Preparation	SY	8581	0	8581	140	8721	\$2.00	\$280.00
	5	F&I Woven Geotextile	SY	8581	0	8581	140	8721	\$1.70	\$238.00
	6	F&I Class 5 Agg - 10" Thick	SY	8581	0	8581	140	8721	\$13.00	\$1,820.00
	9	Remove Curb & Gutter	LF	60	0	60	6	66	\$10.00	\$60.00
	10	F&I Pavement 10" Thick Doweled Conc	SY	7983	0	7983	-833	7150	\$82.00	-\$68,306.00
	12	F&I Sidewalk 4" Thick Reinf Conc	SY	17	0	17	9	26	\$60.00	\$540.00
	13	F&I Sidewalk 6" Thick Reinf Conc	SY	16	0	16	7	23	\$70.00	\$490.00
	14	F&I Det Warn Panels Cast Iron	SF	36	0	36	12	48	\$52.00	\$624.00
	17	Mulching Type 1 Hydro	SY	8401	0	8401	2731	11132	\$0.45	\$1,228.95
	18	Seeding Type C	SY	12285	0	12285	13221	25506	\$0.40	\$5,288.40
									Paving Sub Total	-\$31,786.15
Miscellaneous	21	Mulching Type 2 Straw	SY	9000	0	9000	5375	14375	\$0.22	\$1,182.50
	23	Temp Construction Entrance	EA	2	0	2	-1	1	\$0.01	-\$0.01
									Miscellaneous Sub Total	\$1,182.49
Signing	27	F&I Sign Assembly & Anchor	EA	6	0	6	1	7	\$110.00	\$110.00
	28	F&I Diamond Grade Cubed	SF	49.9	0	49.9	-4.1	45.8	\$27.00	-\$110.70
	29	F&I High Intensity Prismatic	SF	14	0	14	-9	5	\$25.00	-\$225.00
									Signing Sub Total	-\$225.70
Street Lights	32	F&I Conductor #6 USE Cu	LF	4923	0	4923	441	5364	\$2.70	\$1,190.70
	33	F&I Innerduct 1.5" Dia	LF	1886	0	1886	-130	1756	\$5.25	-\$682.50
									Street Lights Sub Total	\$508.20
Change Order 1	38	F&I Impressed 4" Thick Reinf Conc	SY	0	0	127	17	144	\$130.00	\$2,210.00
									Change Order 1 Sub Total	\$2,210.00

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 (\$)
Change Order 2	41	F&I Manhole Liner 4' Dia	LF	0	0	26	1.57	27.57	\$500.19	\$785.30
	42	F&I Manhole Liner 5' Dia	LF	0	0	13	4.23	17.23	\$898.49	\$3,800.61
							Change Order 2 Sub Total			\$4,585.91
Change Order 3	43	Paint Epoxy Message	SF	0	45	45	1.8	46.8	\$22.00	\$39.60
							Change Order 3 Sub Total			\$39.60
Change Order 4	44	Relocate Water Main 12" Dia	EA	0	0	0	1	1	\$5,172.19	\$5,172.19
							Change Order 4 Sub Total			\$5,172.19
Sanitary Sewer	51	F&I Pipe 24" Dia Ultra Corr	LF	20	0	20	-6	14	\$420.00	-\$2,520.00
							Sanitary Sewer Sub Total			-\$2,520.00
Storm Sewer	59	F&I Manhole 4' Dia Reinf Conc	EA	6	0	6	-3	3	\$4,300.00	-\$12,900.00
	60	F&I Manhole 5' Dia Reinf Conc	EA	3	0	3	2	5	\$7,500.00	\$15,000.00
	61	F&I Manhole 6' Dia Reinf Conc	EA	1	0	1	1	2	\$9,500.00	\$9,500.00
							Storm Sewer Sub Total			\$11,600.00
Water Main	73	F&I Fittings C153 Ductile Iron	LB	1442	0	1442	160	1602	\$6.50	\$1,040.00
	77	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	64	0	64	-4	60	\$37.00	-\$148.00
	79	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1715	0	1715	44	1759	\$84.00	\$3,696.00
							Water Main Sub Total			\$4,588.00

Summary.

Source Of Funding

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments

-\$10,652.76

\$85,331.81

\$2,097,075.87

\$2,171,754.92

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

APPROVED

For Contractor

Title

Jared Heller, PE

Dakota Underground Company

Project Manager

APPROVED DATE

Department Head

Mayor

Attest

TKR 12/6/22



BN-22-K1
 Pmt #13
 Pmt \$36,055.82
 Bal \$0.00
 Not Yet Approved

PAY ESTIMATE SHEET
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-K1
ON CROSSROADS DRIVE FROM 42 ST S TO 41 ST S AND ON 41 ST S FROM 23 AVE
S TO CROSSROADS DRIVE.

Project No. BN-22-K1
Project Name New Paving and Utility Construction
Type Utilities and Paving New
Description On Crossroads Drive from 42 St S to 41 St S and on 41 St S from 23 Ave S to Crossroads Drive.
Pay Estimate Number 13
From Date 11/9/2022
To Date 11/29/2022
 The Honorable Board of City Commissioners
 Dear Commissioners,

Be advised that Dakota Underground Co Inc has performed the work to date shown on this statement

1. Contract Work

		Contract		Previous		Current		To Date			
		Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
										% Comp.	
1	Topsoil - Strip	CY	7619	\$4.00	7619	\$30,476.00	0	\$0.00	7619	\$30,476.00	100%
2	Excavation - CO4	CY	13786	\$13.50	13786	\$186,111.00	0	\$0.00	13786	\$186,111.00	100%
3	Subcut - CO4	CY	1456	\$5.00	1456	\$7,280.00	0	\$0.00	1456	\$7,280.00	100%
4	Subgrade Preparation - CO4	SY	8721	\$2.00	8721	\$17,442.00	0	\$0.00	8721	\$17,442.00	100%
5	F&I Woven Geotextile - CO4	SY	8721	\$1.70	8721	\$14,825.70	0	\$0.00	8721	\$14,825.70	100%
6	F&I Class 5 Agg - 10" Thick - CO4	SY	8721	\$13.00	8721	\$113,373.00	0	\$0.00	8721	\$113,373.00	100%
7	F&I Edge Drain 4" Dia PVC	LF	3750	\$12.50	3750	\$46,875.00	0	\$0.00	3750	\$46,875.00	100%
8	F&I Curb & Gutter Standard (Type II)	LF	3750	\$23.00	3750	\$86,250.00	0	\$0.00	3750	\$86,250.00	100%
9	Remove Curb & Gutter - CO4	LF	66	\$10.00	66	\$660.00	0	\$0.00	66	\$660.00	100%

1. Contract Work

	Contract		Previous		Current		To Date				
	Unit	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
	Quantity							% Comp.			
10	F&I Pavement 10" Thick Doweled Conc - CO4	SY	7150	\$82.00	7150	\$586,300.00	0	\$0.00	7150	\$586,300.00	100%
11	F&I Median Nose Conc - CO1	SY	5	\$15.00	5	\$75.00	0	\$0.00	5	\$75.00	100%
12	F&I Sidewalk 4" Thick Reinf Conc - CO4	SY	26	\$60.00	26	\$1,560.00	0	\$0.00	26	\$1,560.00	100%
13	F&I Sidewalk 6" Thick Reinf Conc - CO4	SY	23	\$70.00	23	\$1,610.00	0	\$0.00	23	\$1,610.00	100%
14	F&I Det Wam Panels Cast Iron - CO4	SF	48	\$52.00	48	\$2,496.00	0	\$0.00	48	\$2,496.00	100%
15	Casting to Grade - Blvd	EA	28	\$300.00	28	\$8,400.00	0	\$0.00	28	\$8,400.00	100%
16	GV Box to Grade - Blvd	EA	13	\$250.00	13	\$3,250.00	0	\$0.00	13	\$3,250.00	100%
17	Mulching Type 1 Hydro - CO4	SY	11132	\$0.45	11132	\$5,009.40	0	\$0.00	11132	\$5,009.40	100%
18	Seeding Type C - CO4	SY	25506	\$0.40	25506	\$10,202.40	0	\$0.00	25506	\$10,202.40	100%
				Paving Sub Total		\$1,122,195.50		\$0.00		\$1,122,195.50	
Sanitary Sewer											
19	F&I Manhole GB	EA	8	\$4,400.00	8	\$35,200.00	0	\$0.00	8	\$35,200.00	100%
20	F&I Manhole 4' Dia Reinf Conc	EA	7	\$6,600.00	7	\$46,200.00	0	\$0.00	7	\$46,200.00	100%
21	F&I Manhole w/Ext Drop 5' Dia Reinf Conc	EA	1	\$24,000.00	1	\$24,000.00	0	\$0.00	1	\$24,000.00	100%
22	Plug Pipe 8" Dia	EA	6	\$50.00	6	\$300.00	0	\$0.00	6	\$300.00	100%
23	Plug Pipe 12" Dia	EA	1	\$150.00	1	\$150.00	0	\$0.00	1	\$150.00	100%
24	Connect Pipe to Exist Pipe	EA	1	\$6,000.00	1	\$6,000.00	0	\$0.00	1	\$6,000.00	100%
25	F&I Pipe 24" Dia Ultra Corr - CO4	LF	14	\$420.00	14	\$5,880.00	0	\$0.00	14	\$5,880.00	100%
26	F&I Pipe SDR 26 - 6" Dia PVC - CO1	LF	486	\$59.00	486	\$28,674.00	0	\$0.00	486	\$28,674.00	100%
27	F&I Pipe SDR 26 - 8" Dia PVC	LF	289	\$48.00	289	\$13,872.00	0	\$0.00	289	\$13,872.00	100%
28	F&I Pipe SDR 26 - 12" Dia PVC	LF	1628	\$78.00	1628	\$126,984.00	0	\$0.00	1628	\$126,984.00	100%
29	Connect Sewer Service - CO1	EA	10	\$750.00	10	\$7,500.00	0	\$0.00	10	\$7,500.00	100%
				Sanitary Sewer Sub Total		\$294,760.00		\$0.00		\$294,760.00	

1. Contract Work

	Contract		Previous		Current		To Date				
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.	
Water Main											
30	F&I Fittings C153 Ductile Iron - CO4	LB	1602	\$6.50	1602	\$10,413.00	0	\$0.00	1602	\$10,413.00	100%
31	F&I Hydrant	EA	6	\$5,900.00	6	\$35,400.00	0	\$0.00	6	\$35,400.00	100%
32	Plug Pipe 8" Dia	EA	1	\$200.00	1	\$200.00	0	\$0.00	1	\$200.00	100%
33	Connect Pipe to Exist Pipe	EA	2	\$1,000.00	2	\$2,000.00	0	\$0.00	2	\$2,000.00	100%
34	F&I Pipe C900 DR 18 - 6" Dia PVC - CO4	LF	60	\$37.00	60	\$2,220.00	0	\$0.00	60	\$2,220.00	100%
35	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	18	\$68.00	18	\$1,224.00	0	\$0.00	18	\$1,224.00	100%
36	F&I Pipe C900 DR 18 - 12" Dia PVC - CO4	LF	1759	\$84.00	1759	\$147,756.00	0	\$0.00	1759	\$147,756.00	100%
37	F&I Gate Valve 6" Dia	EA	6	\$1,800.00	6	\$10,800.00	0	\$0.00	6	\$10,800.00	100%
38	F&I Gate Valve 8" Dia	EA	1	\$2,400.00	1	\$2,400.00	0	\$0.00	1	\$2,400.00	100%
39	F&I Gate Valve 12" Dia	EA	6	\$4,600.00	6	\$27,600.00	0	\$0.00	6	\$27,600.00	100%
40	F&I Hydrant Ext. 24" High	EA	1	\$1,850.00	1	\$1,850.00	0	\$0.00	1	\$1,850.00	100%
		Water Main Sub Total				\$241,863.00		\$0.00		\$241,863.00	
Storm Sewer											
41	F&I Manhole GB	EA	10	\$1,700.00	10	\$17,000.00	0	\$0.00	10	\$17,000.00	100%
42	Repair Manhole Floor & Invert	EA	2	\$500.00	2	\$1,000.00	0	\$0.00	2	\$1,000.00	100%
43	Modify Manhole	EA	1	\$2,000.00	1	\$2,000.00	0	\$0.00	1	\$2,000.00	100%
44	F&I Manhole 4' Dia Reinf Conc - CO4	EA	3	\$4,300.00	3	\$12,900.00	0	\$0.00	3	\$12,900.00	100%
45	F&I Manhole 5' Dia Reinf Conc - CO4	EA	5	\$7,500.00	5	\$37,500.00	0	\$0.00	5	\$37,500.00	100%
46	F&I Manhole 6' Dia Reinf Conc - CO4	EA	2	\$9,500.00	2	\$19,000.00	0	\$0.00	2	\$19,000.00	100%
47	F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	1	\$8,100.00	1	\$8,100.00	0	\$0.00	1	\$8,100.00	100%

1. Contract Work

	Contract			Previous		Current		To Date			
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)		
									% Comp.		
48	F&I Inlet - Single Box (SBI) Reinf Conc	EA	7	\$3,450.00	7	\$24,150.00	0	\$0.00	7	\$24,150.00	100%
49	F&I Inlet - Round (RDI) Reinf Conc - CO1	EA	3	\$1,900.00	3	\$5,700.00	0	\$0.00	3	\$5,700.00	100%
50	Connect Pipe to Exist Structure	EA	2	\$2,500.00	2	\$5,000.00	0	\$0.00	2	\$5,000.00	100%
51	F&I Pipe 15" Dia - CO1	LF	101	\$69.00	101	\$6,969.00	0	\$0.00	101	\$6,969.00	100%
52	F&I Pipe 18" Dia	LF	664	\$70.00	664	\$46,480.00	0	\$0.00	664	\$46,480.00	100%
53	F&I Pipe 24" Dia	LF	31	\$100.00	31	\$3,100.00	0	\$0.00	31	\$3,100.00	100%
54	F&I Pipe 30" Dia	LF	799	\$128.00	799	\$102,272.00	0	\$0.00	799	\$102,272.00	100%
55	F&I Pipe w/GB 15" Dia Reinf Conc	LF	240	\$80.00	240	\$19,200.00	0	\$0.00	240	\$19,200.00	100%
56	F&I Pipe w/GB 18" Dia Reinf Conc	LF	137	\$95.00	137	\$13,015.00	0	\$0.00	137	\$13,015.00	100%
57	F&I Pipe w/GB 30" Dia Reinf Conc	LF	204	\$180.00	204	\$36,720.00	0	\$0.00	204	\$36,720.00	100%
					Storm Sewer Sub Total	\$360,106.00	\$0.00			\$360,106.00	
Miscellaneous											
58	Clear & Grub	LS	1	\$1,500.00	1	\$1,500.00	0	\$0.00	1	\$1,500.00	100%
59	Remove Pavement 10" Thick Conc	SY	60	\$20.00	60	\$1,200.00	0	\$0.00	60	\$1,200.00	100%
60	Mulching Type 2 Straw - CO4	SY	14375	\$0.22	14375	\$3,162.50	0	\$0.00	14375	\$3,162.50	100%
61	Stormwater Management	LS	1	\$5,000.00	1	\$5,000.00	0	\$0.00	1	\$5,000.00	100%
62	Temp Construction Entrance - CO4	EA	1	\$0.01	1	\$0.01	0	\$0.00	1	\$0.01	100%
63	Inlet Protection - New Inlet - CO1	EA	12	\$250.00	12	\$3,000.00	0	\$0.00	12	\$3,000.00	100%
64	Inlet Protection - Existing Inlet	EA	8	\$250.00	8	\$2,000.00	0	\$0.00	8	\$2,000.00	100%
65	Traffic Control - Type 1	LS	1	\$2,500.00	1	\$2,500.00	0	\$0.00	1	\$2,500.00	100%
					Miscellaneous Sub Total	\$18,362.51	\$0.00			\$18,362.51	
Signing											

1. Contract Work

	Contract		Previous		Current		To Date				
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.	
66	F&I Sign Assembly & Anchor - CO4	EA	7	\$110.00	7	\$770.00	0	\$0.00	7	\$770.00	100%
67	F&I Diamond Grade Cubed - CO4	SF	45.8	\$27.00	45.8	\$1,236.60	0	\$0.00	45.8	\$1,236.60	100%
68	F&I High Intensity Prismatic - CO4	SF	5	\$25.00	5	\$125.00	0	\$0.00	5	\$125.00	100%
69	F&I Barricade Type III	EA	2	\$650.00	2	\$1,300.00	0	\$0.00	2	\$1,300.00	100%
				Signing Sub Total	\$3,431.60		\$0.00		\$3,431.60		
Street Lights											
70	F&I Base 6' Deep Reinf Conc	EA	10	\$525.00	10	\$5,250.00	0	\$0.00	10	\$5,250.00	100%
71	F&I Conductor #6 USE Cu - CO4	LF	5364	\$2.70	5364	\$14,482.80	0	\$0.00	5364	\$14,482.80	100%
72	F&I Innerduct 1.5" Dia - CO4	LF	1756	\$5.25	1756	\$9,219.00	0	\$0.00	1756	\$9,219.00	100%
73	F&I Luminaire Type A	EA	10	\$360.00	10	\$3,600.00	0	\$0.00	10	\$3,600.00	100%
74	F&I Pull Box	EA	1	\$1,100.00	1	\$1,100.00	0	\$0.00	1	\$1,100.00	100%
75	F&I Light Standard Type A	EA	10	\$3,000.00	10	\$30,000.00	0	\$0.00	10	\$30,000.00	100%
				Street Lights Sub Total	\$63,651.80		\$0.00		\$63,651.80		
				A. All Contract Work Container Subtotal	\$2,104,370.41		\$0.00		\$2,104,370.41		

2. Change Orders

CO# & Line Category		Description	Change Order Item & Quantity Summary				Change Order Item Payment Summary				% Complete		
			Previous Contract Totals		New Contract Totals		Previous		Current			To Date	
			Unit Qty	Price	Unit Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)		Quantity	Amount (\$)
Change Order #1			Net Contract Change: \$51,571.50										
Change Order #1 Subtotals					\$23,826.50		\$0.00		\$23,826.50				
Change Order #2			Net Contract Change: \$32,770.31										
Change Order #2 Subtotals					\$28,045.31		\$9,310.91		\$37,356.22				
Change Order #3			Net Contract Change: \$990.00										
Change Order #3 Subtotals					\$1,029.60		\$0.00		\$1,029.60				
Change Order #4			Net Contract Change: -\$4,645.46										
Change Order #4 Subtotals					\$0.00		\$5,172.19		\$5,172.19				
B. All Change Order Work Paid Subtotal					\$52,901.41		\$14,483.10		\$67,384.51				
C. All Contract Work Container Subtotal					\$2,104,370.41		\$0.00		\$2,104,370.41				
D. Total Contract Work Completed To Date							\$14,483.10		\$2,118,852.92				
E. Total Contract Work Completed This Pay Estimate													

* Please Note That Change Order Payment Totals On This Page Will Not Reflect The Total Change Order Value If The Change Order Contains Quantity Change Items

3. Payment Adjustments

Category	Line No	Description	Contract			Previous		Current		To Date	
			Unit	Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)

To Date, No Payment Adjustments Have Been Made on This Project

Contract Summary		
1. Original Contract Amount	Original contract amount	\$2,097,075.87
2. Net Contract Change by Change Order	Sum of all net change order values	\$74,679.05
3. Current Contract Amount	Sum of original contract amount and all change orders	\$2,171,754.92
Total Work Completed To Date		
4. Total Contract Work Completed to Date	Section 2 of This Estimate, Line D	\$2,171,754.92
5. Total Contract Work Completed This Pay Estimate	Section 2 of This Estimate, Line E	\$14,483.10
Payment Adjustments		
6. Total Retainage Withheld @ 0% of Total Contract Work Completed to Date	Line 4 x 0%	-\$0.00
7. Retainage Release This Pay Estimate	(If Retainage is to be released) = Previous Total Retainage Withheld minus Line 6	\$21,572.72
8. Total Payment Adjustments This Pay Estimate	Section 3 of This Estimate, Line F	\$0.00
Payment Due Summary		
9. Total Due to Date	Line 4 + Line 6 + Total Payment Adjustments To Date (Line G, Section Three)	\$2,171,754.92
10. Previous Payments	Sum of all previous Payments to Contractor	\$2,135,699.10
11. Payment Due This Estimate	Line 9 - Line 10	\$36,055.82

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-L1 Type: Time Extension (Change Order #1)
 Location: 14th ½ St N (NP Ave N – 1st Ave N)
 NP Ave N (14th St N – 14th ½ St N) Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	12/12/2022
PWPEC File	X
Project File	Brian Skanson

The Committee reviewed the accompanying correspondence from Project Manager, Brian Skanson, regarding a time extension (Change Order #1) requested by Master Construction. This time extension to the Substantial and Final Completion Dates is needed due to a delay in water main materials, which caused the Contractor to be unable to start the project early enough to satisfy the original completion dates. Of the 93 calendar days allowed for this project, 57 days have been used, which leaves 36 calendar days to complete the project in the Spring of 2023 once the thaw allows for work to commence.

Staff is recommending approval of the time extension (Change Order #1) as shown below:

Original Completion Dates:	Revised This Memo:
Substantial Completion: October 15, 2022	Substantial Completion: 36 calendar days from start date, but no later than June 30, 2023
Final Completion: November 15, 2022	Final Completion: 30 days after Substantial Completion

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of the time extension (Change Order #1) as described above to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (Change Order #1) to the Substantial Completion Date which would be 36 calendar days from the start date, but no later than June 30, 2023 and Final Completion Date which would be 30 calendar days after Substantial Completion to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

	Present	Yes	No	Unanimous
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

PWPEC ROA
Improvement District No. BN-22-L1
12/5/2022 -- Page 2

ATTEST:

A handwritten signature in black ink, appearing to read "B.E.D.", written over a horizontal line.

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Brian Skanson, Project Manager
Date: November 29, 2022
Re: Improvement District No. BN-22-L1 – Time Extension (Change Order #1)

Background:

Improvement District No. BN-22-L1 is for the New Paving and Utility Construction of 14th ½ Street North from NP Avenue to 1st Avenue and NP Avenue North from 14th ½ Street to 14th Street.

Master Construction Co. is the Prime Contractor for this project.

Change Order #1

This is a time extension request with no added cost. Due to watermain material delays, Master Construction was unable to start the project early enough to satisfy the October 15, 2022 Substantial Completion Date. There are 93 calendar days allowed for this project, in which 57 days have been used for construction (September 7, 2022 through November 2, 2022). The remaining 36 calendar days would carry over to the spring of 2023 and construction would commence when the spring thaw would allow. J-Street Properties, LLC is also constructing a 90 unit, 4-story multi-family project (J-Street Flats) at 1418 1st Ave N, adjacent to this City of Fargo project. Access availability to construct J-Street Flats is the primary reason to halt this project construction this fall.

It is my recommendation to modify the project completion dates as follows:

Substantial Completion Date: 36 calendar days from actual start date in 2023

Substantial Completion shall consist of all work included in the contract and shall be adjusted accordingly based on the actual start date in 2023, but shall in no case be later than June 30, 2023.

Final Completion Date: 30 days after Substantial Completion

Recommended Motion:

Approve the Time Extension (Change Order #1) as shown below:

Current Completion Dates	Revised This Memo
Substantial Completion Date – October 15, 2022	Substantial Completion Date – 36 calendar days from start date, but no later than June 30, 2023
Final Completion Date – November 15, 2022	Final Completion Date – 30 days after Substantial Completion



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-L1
14 1/2 STREET NORTH (NP AVE TO 1ST AVE N), NORTHERN PACIFIC AVE N (14 ST N
TO 14 1/2 ST N)

Change Order No 1 **Change Order Date** 11/29/2022
Contractor 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 Change Order # 1

In combination of watermain material delays and access to the J-Street Flats complex we are proposing a Substantial completion carryover of 36 calendar days from the actual start date in 2023, but shall in no case be later than June 30, 2023.

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 (\$)	Sub Total
											\$0.00

Summary

Source Of Funding	Special Assessment
Net Amount Change Order # 1 (\$)	\$0.00
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$1,249,304.50
Total Contract Amount (\$)	\$1,249,304.50

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

CONTRACT DATES

Current Substantial Completion Date	Current Final Completion Date
10/15/2022	11/15/2022
Additional Days Substantial Completion	Additional Days Final Completion
258	257
New Substantial Completion Date	New Final Completion Date
6/30/2023	7/30/2023

Interim Completion Dates

APPROVED
For Contractor
Title

Tyler Hofer
Project Mgr

APPROVED DATE
Department Head
Mayor
Attest

TRC 12/6/22

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(46)

Improvement District No. BR-21-C1 Type: Change Order #5 & Time Extension
 Location: 21st Ave S, 15th St to Gold Dr Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	12/12/2022
PWPEC File	X
Project File	Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, regarding Change Order #5 in the amount of \$5,627.60 for additional work, along with the associated time extension to the Substantial and Final Completion Dates as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Phase 1 Interim – October 29, 2022 Substantial – October 3, 2021 Final – October 31, 2021	- Substantial – October 15, 2022 Final – November 14, 2022	Phase 1 Interim – November 6, 2022 Substantial – October 23, 2022 Final – November 22, 2022

Staff is recommending approval of Change Order #5 in the amount of \$5,627.60 and the time extension to the Substantial and Final Completion Dates as described above.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Change Order #5 and the time extension to Border States Paving.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #5 in the amount of \$5,627.60, bringing the total contract amount to \$3,189,645.03 and the time extension to the Substantial and Final Completion Dates adjusting the dates to October 23, 2022 and November 22, 2022 to Border States Paving Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds, Sales Tax, State & Special Assessments

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

COMMITTEE

	Present	Yes	No	Unanimous
				<u> </u> <input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Aaron Edgar, Project Manager
Date: November 23, 2022
Re: Improvement District No. BR-21-C1 – Change Order #5 & Time Extension

Background:

Border States is the Prime Contractor for Improvement District BR-21-C1 on 21st Avenue South from 15th Street to Gold Drive.

The attached Change Order in the amount of \$5,627.60 (0.18% of the original contract), which increases the total contract amount to \$3,189,645.03, is for additional work as shown on Change Order #5.

Change Order #5:

- 1.) The Contractor repaired a 60' sag in the existing 12" PVC sanitary sewer pipe. The Contractor is requesting \$5,627.60 for this additional work.

Border States is requesting a change in the Interim, Substantial and Final Completion Dates due to trucking delays (7 days) and extra work (1 day), for a total of 8 additional days.

Recommended Motion:

Approve Change Order #5 in the amount of \$5,627.60 and the associated time extensions for the Completion Dates as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Phase 1 Interim – Oct. 29, 2022 Substantial – October 3, 2021 Final – October 31, 2021	- Substantial – October 15, 2022 Final – November 14, 2022	Phase 1 Interim –Nov. 6, 2022 Substantial – October 23, 2022 Final – November 22, 2022

ADE/jmg



CHANGE ORDER REPORT
WATER MAIN REPLACEMENT, STORM SEWER, STREET RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-21-C1

ON 21ST AVENUE SOUTH FROM GOLD DRIVE TO THE EAST SIDE OF 15TH STREET.

Change Order No 5 **Change Order Date** 11/22/2022
Contractor Border States Paving 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 Change Order # 5

This change order is for repairing a 60' sag in the existing 12" PVC sanitary sewer main and for a 8 day time extension due to trucking delays and extra work. The time extension will add 8 days onto the interim completion date on phase 1. The time extension will also change the substantial completion date from October 15, 2022 to October 23, 2022 and the final completion date from November 14, 2022 to November 22, 2022.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 5	117	Repair Pipe 12" Dia	EA	0	0	1	1	\$5,627.60	\$5,627.60
Change Order 5 Sub Total								\$5,627.60	

Summary.

Source Of Funding

Net Amount Change Order # 5 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Waste Water Utility, Water utility, Sales Tax, State Funds, Special Assessments

\$5,627.60

\$86,796.15

\$3,097,221.28

\$3,189,645.03

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

CONTRACT DATES

Current Substantial Completion Date

10/15/2022

Additional Days Substantial Completion

8

New Substantial Completion Date

10/23/2022

Current Final Completion Date

11/14/2022

Additional Days Final Completion

8

New Final Completion Date

11/22/2022

Interim Completion Dates

APPROVED
For Contractor
Title

Joel Paim
Border States Paving Inc.
Area Manager

APPROVED DATE
Department Head
Mayor
Attest

T. Col 12/6/22

47

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-22-F1 Type: Negative Final Balancing Change Order #3

Location: 21st St S, 13th Ave – 9th Ave Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	12/12/2022
PWPEC File	X
Project File	Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, for Negative Final Balancing Change Order #3 in the amount of \$-11,049.11, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of \$-11,049.11, bringing the total contract amount to \$1,371,909.57.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Key Contracting.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of \$-11,049.11, bringing the total contract amount to \$1,371,909.57 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW Utility Funds, Water Utility Funds & Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

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 (\$)
	23	F&I Pipe w/GB 1" Dia Water Service	LF	750		750	4.5	754.5	\$26.00	\$117.00
	24	F&I Pipe w/GB 1.5" Dia Water Service	LF	18		18	-3	15	\$30.00	-\$90.00
	27	F&I Casting Water Service	EA	6		6	-2	4	\$350.00	-\$700.00
								Water Main Sub Total		-\$1,124.40
Storm Sewer	29	Remove Pipe All Sizes All Types	LF	200		200	-19	181	\$10.00	-\$190.00
	39	F&I Pipe w/GB 12" Dia Reinf Conc	LF	130		130	-17	113	\$63.00	-\$1,071.00
	40	F&I Pipe w/GB 15" Dia Reinf Conc	LF	475		475	-1	474	\$69.00	-\$69.00
	41	F&I Pipe w/GB 27" Dia Reinf Conc	LF	32		32	-16	16	\$85.00	-\$1,360.00
	42	F&I Pipe w/GB 30" Dia Reinf Conc	LF	48		48	-48	0	\$96.00	-\$4,608.00
								Storm Sewer Sub Total		-\$7,298.00
Paving	45	Remove Pavement All Thicknesses All Types	SY	4450		4450	152	4602	\$6.00	\$912.00
	46	Remove Curb & Gutter	LF	3170		3170	-6	3164	\$2.00	-\$12.00
	47	Remove Driveway All Thicknesses All Types	SY	600		600	-54.6	545.4	\$6.00	-\$327.60
	48	Remove Sidewalk All Thicknesses All Types	SY	1600		1600	-186.5	1413.5	\$6.00	-\$1,119.00
	50	Subgrade Preparation	SY	5700		5700	229	5929	\$2.50	\$572.50
	51	F&I Woven Geotextile	SY	5700		5700	229	5929	\$2.00	\$458.00
	52	F&I Class 5 Agg - 8" Thick	SY	5929	0	5447	229	5676	\$10.00	\$2,290.00
	53	F&I Edge Drain 4" Dia PVC	LF	3170		3170	-9	3161	\$14.00	-\$126.00
	54	F&I Curb & Gutter Standard (Type II)	LF	3170		3170	41	3211	\$16.00	\$656.00

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 (\$)
	55	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1950		1950	-65.55	1884.45	\$90.20	-\$5,912.61
	56	F&I Sidewalk 4" Thick Reinf Conc	SY	1380		1380	-51.2	1328.8	\$56.00	-\$2,867.20
	57	F&I Sidewalk 6" Thick Reinf Conc	SY	260		260	23.7	283.7	\$66.00	\$1,564.20
	58	F&I Det Warn Panels Cast Iron	SF	120		120	-8	112	\$55.00	-\$440.00
	59	F&I Driveway 6" Thick Reinf Conc	SY	650		650	-85.1	564.9	\$68.00	-\$5,786.80
	61	Boulevard Grading	SY	2650		2650	724	3374	\$10.00	\$7,240.00
	62	Seeding Type C	SY	2650		2650	724	3374	\$2.50	\$1,810.00
	63	Mulching Type 1 Hydro	SY	2650		2650	724	3374	\$2.50	\$1,810.00
	64	Weed Control Type B	SY	2650		2650	-2650	0	\$0.20	-\$530.00
	67	Temp Construction Entrance	EA	2		2	-2	0	\$1,500.00	-\$3,000.00
	70	Casting to Grade - w/Conc	EA	9		9	1	10	\$600.00	\$600.00
	71	Casting to Grade - no Conc	EA	8		8	5	13	\$350.00	\$1,750.00
	72	Casting to Grade - Blvd	EA	3		3	-1	2	\$300.00	-\$300.00
	73	GV Box to Grade - no Conc	EA	6		6	1	7	\$275.00	\$275.00
	75	Construction Signing	SF	18		18	-10	8	\$11.00	-\$110.00
								Paving Sub Total		-\$593.51
Street Lights	78	F&I Conductor #6 USE Cu	LF	4662		4662	-9	4653	\$2.65	-\$23.85
	79	F&I Innerduct 1.5" Dia	LF	1710		1710	25	1735	\$6.85	\$171.25
								Street Lights Sub Total		\$147.40
Signing	84	F&I Sign Assembly	EA	4		4	-2	2	\$83.05	-\$166.10
	85	F&I Sign Assembly & Anchor	EA	10		10	6	16	\$115.50	\$693.00
								Signing Sub Total		\$526.90

Summary.

Source Of Funding

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Wastewater Utility Funds, Water Utility funds, & Special Assessments

-\$11,049.11

\$2,813.50

\$1,380,145.18

\$1,371,909.57

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

APPROVED

For Contractor

Title

Thomas Martin

President

APPROVED DATE

Department Head

Mayor

Attest

T. COLLIER 12/6/22



BR-22-F1
 Pmt #8
 Pmt \$188,830.50
 Bal \$0.00
 Not Yet Approved

PAY ESTIMATE SHEET
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-22-F1
ON 21ST STREET SOUTH FROM 13TH AVENUE TO 9TH AVENUE.

Project No. BR-22-F1
Project Name Paving and Utility Rehab/Reconstruction
Type Utilities and Paving Rep/Rehab
Description On 21st Street South from 13th Avenue to 9th Avenue.
Pay Estimate Number 8
From Date 10/4/2022
To Date 11/21/2022

The Honorable Board of City Commissioners
 Dear Commissioners,

Be advised that Key Contracting Inc has performed the work to date shown on this statement

1. Contract Work

	Unit	Contract		Previous		Current		To Date			
		Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.	
Sanitary Sewer											
1	Remove Pipe All Sizes All Types - CO3	LF	1151	\$10.00	1121	\$11,210.00	30	\$300.00	1151	\$11,510.00	100%
2	Remove Manhole	EA	7	\$500.00	7	\$3,500.00	0	\$0.00	7	\$3,500.00	100%
3	F&I Manhole 4' Dia Reinf Conc	EA	9	\$4,850.00	9	\$43,650.00	0	\$0.00	9	\$43,650.00	100%
4	F&I Pipe w/GB SDR 26 - 6" Dia PVC - CO3	LF	717.5	\$81.00	640	\$51,840.00	77.5	\$6,277.50	717.5	\$58,117.50	100%
5	F&I Pipe w/GB SDR 26 - 8" Dia PVC - CO3	LF	582	\$95.00	573	\$54,435.00	9	\$855.00	582	\$55,290.00	100%
6	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	791	\$97.00	750	\$72,750.00	41	\$3,977.00	791	\$76,727.00	100%
7	F&I Pipe w/GB SDR 35 - 15" Dia PVC	LF	70	\$118.00	70	\$8,260.00	0	\$0.00	70	\$8,260.00	100%

1. Contract Work

	Contract		Previous		Current		To Date				
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.	
8	Connect Pipe to Exist Pipe	EA	2	\$500.00	2	\$1,000.00	0	\$0.00	2	\$1,000.00	100%
9	Connect Sewer Service - CO3	EA	38	\$550.00	38	\$20,900.00	0	\$0.00	38	\$20,900.00	100%
10	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200	\$36.00	200	\$7,200.00	0	\$0.00	200	\$7,200.00	100%
11	F&I Controlled Density Fill	LS	1	\$7,500.00	1	\$7,500.00	0	\$0.00	1	\$7,500.00	100%
				Sanitary Sewer Sub Total		\$282,245.00		\$11,409.50		\$293,654.50	
Water Main											
12	Remove Pipe All Sizes All Types - CO3	LF	550	\$20.00	550	\$11,000.00	0	\$0.00	550	\$11,000.00	100%
13	F&I Hydrant	EA	3	\$4,850.00	3	\$14,550.00	0	\$0.00	3	\$14,550.00	100%
14	F&I Fittings C153 Ductile Iron - CO3	LB	893	\$9.00	692	\$6,228.00	201	\$1,809.00	893	\$8,037.00	100%
15	F&I Pipe w/GB C900 DR 18 -6" Dia PVC - CO3	LF	25	\$48.00	25	\$1,200.00	0	\$0.00	25	\$1,200.00	100%
16	F&I Pipe w/GB C900 DR 18 -8" Dia PVC - CO3	LF	1604	\$80.00	1550	\$124,000.00	54	\$4,320.00	1604	\$128,320.00	100%
17	Connect Pipe to Exist Pipe - CO3	EA	4	\$600.00	3	\$1,800.00	1	\$600.00	4	\$2,400.00	100%
18	F&I Gate Valve 6" Dia	EA	3	\$1,950.00	3	\$5,850.00	0	\$0.00	3	\$5,850.00	100%
19	F&I Gate Valve 8" Dia	EA	6	\$2,550.00	6	\$15,300.00	0	\$0.00	6	\$15,300.00	100%
20	F&I Insulation 2" Thick - CO3	SY	81.7	\$28.00	75	\$2,100.00	6.7	\$187.60	81.7	\$2,287.60	100%
21	Furnish Temp Water Svc	EA	37	\$600.00	37	\$22,200.00	0	\$0.00	37	\$22,200.00	100%
22	Connect Water Service	EA	37	\$250.00	37	\$9,250.00	0	\$0.00	37	\$9,250.00	100%

1. Contract Work

	Contract			Previous			Current			To Date		
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
23	F&I Pipe w/GB 1" Dia Water Service - CO3	LF	754.5	\$26.00	667	\$17,342.00	87.5	\$2,275.00	754.5	\$19,617.00	100%	
24	F&I Pipe w/GB 1.5" Dia Water Service - CO3	LF	15	\$30.00	15	\$450.00	0	\$0.00	15	\$450.00	100%	
25	Rem & Repl CS & Box 1" Dia	EA	36	\$650.00	36	\$23,400.00	0	\$0.00	36	\$23,400.00	100%	
26	Rem & Repl CS & Box 1.5" Dia	EA	1	\$850.00	1	\$850.00	0	\$0.00	1	\$850.00	100%	
27	F&I Casting Water Service - CO3	EA	4	\$350.00	4	\$1,400.00	0	\$0.00	4	\$1,400.00	100%	
28	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100	\$36.00	100	\$3,600.00	0	\$0.00	100	\$3,600.00	100%	
					Water Main Sub Total	\$260,520.00		\$9,191.60		\$269,711.60		
Storm Sewer												
29	Remove Pipe All Sizes All Types - CO3	LF	181	\$10.00	181	\$1,810.00	0	\$0.00	181	\$1,810.00	100%	
30	Remove Manhole	EA	2	\$500.00	2	\$1,000.00	0	\$0.00	2	\$1,000.00	100%	
31	Remove Inlet	EA	6	\$200.00	6	\$1,200.00	0	\$0.00	6	\$1,200.00	100%	
32	Connect Pipe to Exist Structure	EA	1	\$1,500.00	1	\$1,500.00	0	\$0.00	1	\$1,500.00	100%	
33	Connect Pipe to Exist Pipe	EA	6	\$2,200.00	6	\$13,200.00	0	\$0.00	6	\$13,200.00	100%	
34	F&I Inlet - Single Box (SBI) Reinf Conc	EA	9	\$2,950.00	9	\$26,550.00	0	\$0.00	9	\$26,550.00	100%	
35	F&I Inlet - Manhole (MH) 5' Dia Reinf Conc	EA	1	\$3,800.00	1	\$3,800.00	0	\$0.00	1	\$3,800.00	100%	
36	F&I Inlet - Manhole (MH) 7' Dia Reinf Conc	EA	1	\$5,600.00	1	\$5,600.00	0	\$0.00	1	\$5,600.00	100%	

1. Contract Work

	Contract			Previous			Current			To Date		
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
37	F&I Manhole 4' Dia Reinf Conc	EA	5	\$3,250.00	5	\$16,250.00	0	\$0.00	5	\$16,250.00	100%	
38	F&I Manhole 7' Dia Reinf Conc	EA	1	\$4,850.00	1	\$4,850.00	0	\$0.00	1	\$4,850.00	100%	
39	F&I Pipe w/GB 12" Dia Reinf Conc - CO3	LF	113	\$63.00	104	\$6,552.00	9	\$567.00	113	\$7,119.00	100%	
40	F&I Pipe w/GB 15" Dia Reinf Conc - CO3	LF	474	\$69.00	474	\$32,706.00	0	\$0.00	474	\$32,706.00	100%	
41	F&I Pipe w/GB 27" Dia Reinf Conc - CO3	LF	16	\$85.00	16	\$1,360.00	0	\$0.00	16	\$1,360.00	100%	
42	Repair Pipe 12" Dia	EA	1	\$2,000.00	1	\$2,000.00	0	\$0.00	1	\$2,000.00	100%	
43	Repair Manhole Floor & Invert	EA	1	\$1,200.00	1	\$1,200.00	0	\$0.00	1	\$1,200.00	100%	
					Storm Sewer Sub Total	\$119,578.00		\$567.00		\$120,145.00		
Paving												
44	Remove Pavement All Thicknesses All Types - CO3	SY	4602	\$6.00	4200	\$25,200.00	402	\$2,412.00	4602	\$27,612.00	100%	
45	Remove Curb & Gutter - CO3	LF	3164	\$2.00	2990	\$5,980.00	174	\$348.00	3164	\$6,328.00	100%	
46	Remove Driveway All Thicknesses All Types - CO3	SY	545.4	\$6.00	510	\$3,060.00	35.4	\$212.40	545.4	\$3,272.40	100%	
47	Remove Sidewalk All Thicknesses All Types - CO3	SY	1413.5	\$6.00	1270	\$7,620.00	143.5	\$861.00	1413.5	\$8,481.00	100%	
48	Remove Tree	EA	2	\$1,000.00	2	\$2,000.00	0	\$0.00	2	\$2,000.00	100%	
49	Subgrade Preparation - CO3	SY	5929	\$2.50	5400	\$13,500.00	529	\$1,322.50	5929	\$14,822.50	100%	

1. Contract Work

	Contract			Previous		Current		To Date		
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
50	SY	5929	\$2.00	5400	\$10,800.00	529	\$1,058.00	5929	\$11,858.00	100%
F&I Woven Geotextile - CO3										
51	SY	5676	\$10.00	5147	\$51,470.00	529	\$5,290.00	5676	\$56,760.00	100%
F&I Class 5 Agg - 8" Thick - CO1										
52	LF	3161	\$14.00	2950	\$41,300.00	211	\$2,954.00	3161	\$44,254.00	100%
F&I Edge Drain 4" Dia PVC - CO3										
53	LF	3211	\$16.00	2950	\$47,200.00	261	\$4,176.00	3211	\$51,376.00	100%
F&I Curb & Gutter Standard (Type II) - CO3										
54	Ton	1884.45	\$90.20	1884.45	\$169,977.39	0	\$0.00	1884.45	\$169,977.39	100%
F&I Asphalt Pavement FAA 43 w/ PG58H-34 - CO3										
55	SY	1328.8	\$56.00	1250	\$70,000.00	78.8	\$4,412.80	1328.8	\$74,412.80	100%
F&I Sidewalk 4" Thick Reinf Conc - CO3										
56	SY	283.7	\$66.00	200	\$13,200.00	83.7	\$5,524.20	283.7	\$18,724.20	100%
F&I Sidewalk 6" Thick Reinf Conc - CO3										
57	SF	112	\$55.00	112	\$6,160.00	0	\$0.00	112	\$6,160.00	100%
F&I Det Warn Panels Cast Iron - CO3										
58	SY	564.9	\$68.00	500	\$34,000.00	64.9	\$4,413.20	564.9	\$38,413.20	100%
F&I Driveway 6" Thick Reinf Conc - CO3										
59	EA	1	\$650.00	1	\$650.00	0	\$0.00	1	\$650.00	100%
Rem & Repl Casting - Std Manhole										
60	SY	3374	\$10.00	2400	\$24,000.00	974	\$9,740.00	3374	\$33,740.00	100%
Boulevard Grading - CO3										
61	SY	3374	\$2.50	1200	\$3,000.00	2174	\$5,435.00	3374	\$8,435.00	100%
Seeding Type C - CO3										
62	SY	3374	\$2.50	1200	\$3,000.00	2174	\$5,435.00	3374	\$8,435.00	100%
Mulching Type 1 Hydro - CO3										
63	EA	16	\$700.00	0	\$0.00	16	\$11,200.00	16	\$11,200.00	100%
F&I Bare Root Decid Tree 1.5" Dia										

1. Contract Work

	Contract			Previous		Current		To Date			
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.	
64	Stormwater Management	LS	1	\$2,500.00	1	\$2,500.00	0	\$0.00	1	\$2,500.00	100%
65	Inlet Protection - Existing Inlet	EA	6	\$200.00	6	\$1,200.00	0	\$0.00	6	\$1,200.00	100%
66	Inlet Protection - New Inlet	EA	9	\$250.00	9	\$2,250.00	0	\$0.00	9	\$2,250.00	100%
67	Casting to Grade - w/Conc - CO3	EA	10	\$600.00	9	\$5,400.00	1	\$600.00	10	\$6,000.00	100%
68	Casting to Grade - no Conc - CO3	EA	13	\$350.00	8	\$2,800.00	5	\$1,750.00	13	\$4,550.00	100%
69	Casting to Grade - Blvd - CO3	EA	2	\$300.00	3	\$900.00	-1	-\$300.00	2	\$600.00	100%
70	GV Box to Grade - no Conc - CO3	EA	7	\$275.00	6	\$1,650.00	1	\$275.00	7	\$1,925.00	100%
71	GV Box to Grade - Blvd	EA	3	\$200.00	3	\$600.00	0	\$0.00	3	\$600.00	100%
72	Construction Signing - CO3	SF	8	\$11.00	8	\$88.00	0	\$0.00	8	\$88.00	100%
73	Traffic Control - Type 1	LS	1	\$2,420.00	1	\$2,420.00	0	\$0.00	1	\$2,420.00	100%
					Paving Sub Total	\$551,925.39		\$67,119.10		\$619,044.49	
Street Lights											
74	F&I Base 5' Deep Reinf Conc	EA	10	\$742.00	10	\$7,420.00	0	\$0.00	10	\$7,420.00	100%
75	F&I Conductor #6 USE Cu - CO3	LF	4653	\$2.65	3500	\$9,275.00	1153	\$3,055.45	4653	\$12,330.45	100%
76	F&I Innerduct 1.5" Dia - CO3	LF	1735	\$6.85	1200	\$8,220.00	535	\$3,664.75	1735	\$11,884.75	100%
77	F&I Luminaire Type A	EA	10	\$1,185.00	0	\$0.00	10	\$11,850.00	10	\$11,850.00	100%
78	F&I Light Standard Type A	EA	10	\$1,700.00	0	\$0.00	10	\$17,000.00	10	\$17,000.00	100%

1. Contract Work

	Contract		Previous		Current		To Date				
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.	
Signing											
Street Lights Sub Total											
					\$24,915.00		\$35,570.20		\$60,485.20		
79	F&I Diamond Grade Cubed	SF	35.7	\$26.40	10	\$264.00	25.7	\$678.48	35.7	\$942.48	100%
80	F&I High Intensity Prismatic	SF	23.5	\$24.20	10	\$242.00	13.5	\$326.70	23.5	\$568.70	100%
81	F&I Sign Assembly - CO3	EA	2	\$83.05	0	\$0.00	2	\$166.10	2	\$166.10	100%
82	F&I Sign Assembly & Anchor - CO3	EA	16	\$115.50	4	\$462.00	12	\$1,386.00	16	\$1,848.00	100%
Signing Sub Total											
					\$968.00			\$2,557.28			
A. All Contract Work Container Subtotal											
					\$1,240,151.39			\$126,414.68			

2. Change Orders

CO# & Line Category		Description		Change Order Item & Quantity Summary				Change Order Item Payment Summary				% Complete		
				Previous Contract Totals		New Contract Totals		Previous		Current			To Date	
				Unit Qty	Price	Unit Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)		Quantity	Amount (\$)
Change Order #1				Net Contract Change: \$2,665.00										
Change Order #2				Change Order #1 Subtotals				\$5,195.00	\$0.00	\$0.00	\$5,195.00			
Change Order #3				Change Order #2 Subtotals				\$0.00	\$148.50	\$148.50	\$148.50			
Change Order #3				Change Order #3 Subtotals				\$0.00	\$0.00	\$0.00	\$0.00			
B. All Change Order Work Paid Subtotal								\$5,195.00	\$148.50	\$148.50	\$5,343.50			
C. All Contract Work Container Subtotal								\$1,240,151.39	\$126,414.68	\$126,414.68	\$1,366,566.07			
D. Total Contract Work Completed To Date											\$1,371,909.57			
E. Total Contract Work Completed This Pay Estimate									\$126,563.18	\$126,563.18				

* Please Note That Change Order Payment Totals On This Page Will Not Reflect The Total Change Order Value If The Change Order Contains Quantity Change Items

3. Payment Adjustments

Category	Line No	Description	Contract			Previous		Current		To Date	
			Unit	Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)

To Date, No Payment Adjustments Have Been Made on This Project

Contract Summary		
1. Original Contract Amount	Original contract amount	\$1,380,145.18
2. Net Contract Change by Change Order	Sum of all net change order values	-\$8,235.61
3. Current Contract Amount	Sum of original contract amount and all change orders	\$1,371,909.57
Total Work Completed To Date		
4. Total Contract Work Completed to Date	Section 2 of This Estimate, Line D	\$1,371,909.57
5. Total Contract Work Completed This Pay Estimate	Section 2 of This Estimate, Line E	\$126,563.18
Payment Adjustments		
6. Total Retainage Withheld @ 0% of Total Contract Work Completed to Date	Line 4 x 0%	-\$0.00
7. Retainage Release This Pay Estimate	(If Retainage is to be released) = Previous Total Retainage Withheld minus Line 6	\$62,267.32
8. Total Payment Adjustments This Pay Estimate	Section 3 of This Estimate, Line F	\$0.00
Payment Due Summary		
9. Total Due to Date	Line 4 + Line 6 + Total Payment Adjustments To Date (Line G, Section Three)	\$1,371,909.57
10. Previous Payments	Sum of all previous Payments to Contractor	\$1,183,079.07
11. Payment Due This Estimate	Line 9 - Line 10	\$188,830.50

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. FP-19-A2 Type: Negative Final Balancing Change Order #4

Location: Southwest Regional Pond Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	12/12/2022
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, for Negative Final Balancing Change Order #4 in the amount of \$-30,537.34, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #4 in the amount of \$-30,537.34, bringing the total contract amount to \$4,379,930.22.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Negative Final Balancing Change Order #4 to RJ Zavoral & Sons.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Negative Final Balancing Change Order #4 in the amount of \$-30,537.34, bringing the total contract amount to \$4,379,930.22 to RJ Zavoral & Sons.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

B. E. Derrig

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Date: December 5, 2022
Re: Improvement District No. FP-19-A2 – General Contract
Negative Final Balancing Change Order #4

Background:

Improvement District No. FP-19-A2 is the General Construction Contract for the Southwest Regional Pond – Phase 1 located south of 52nd Avenue South and east of Cass County Drain 27.

Attached is Final Balancing Change Order #4 for this project totaling -\$30,537.34. Previous change orders #1 - 3 totaled \$45,161.02. Final contract amount is \$4,379,930.22.

Source of Funding: 100% Special Assessments.

Recommended Motion:

Approve Final Balancing Change Order #4 in the amount of -\$30,537.34 to R. J. Zavoral & Sons.

Attachments



CHANGE ORDER REPORT
SOUTHWEST REGIONAL POND - PHASE 1 - GENERAL
IMPROVEMENT DISTRICT NO. FP-19-A2
52ND AVE S & VETERANS BLVD

Final Balancing
Change Order

Change Order No 4 **Change Order Date** 11/29/2022
Contractor R J Zavoral & Sons

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

EXPLANATION OF CHANGE Change Order # 4

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	Sediment Control Log 6" to 8" Dia	LF	18100		18100	-9076	9024	\$1.92	-\$17,425.92
	4	Silt Fence - Heavy Duty	LF	9450		9450	-1942	7508	\$2.13	-\$4,136.46
Storm Sewer	22	F&I Rip Rap Rock	CY	1075		1075	6	1081	\$85.00	\$510.00
Grading	30	Weed Control Type B	SY	474248		474248	-474248	0	\$0.02	-\$9,484.96
				Miscellaneous Sub Total						-\$21,562.38
				Storm Sewer Sub Total						\$510.00
				Grading Sub Total						-\$9,484.96

Summary

Source Of Funding

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments

-\$30,537.34

\$45,161.02

\$4,365,306.54

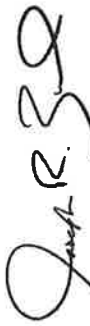
\$4,379,930.22

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

APPROVED

For Contractor

Title



RJ Zavoral & Sons, Inc.

Treasurer

APPROVED DATE

Department Head

Mayor

Attest


12/6/22

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

499

Improvement District No. FP-19-A3 Type: Final Balancing Change Order #3

Location: Southwest Regional Pond Date of Hearing: 12/5/2022

Routing	Date
City Commission	12/12/2022
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, for Final Balancing Change Order #3 in the amount of \$0.00, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #3 in the amount of \$0.00, bringing the total contract amount to \$110,887.80.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Final Balancing Change Order #3 to Strata Corporation.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Final Balancing Change Order #3 in the amount of \$0.00, bringing the total contract amount to \$110,887.80 to Strata Corporation.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

B. E. Derrig

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Date: December 5, 2022
Re: Improvement District No. FP-19-A3 – Electrical Contract Final Balancing Change Order #3

Background:

Improvement District No. FP-19-A3 is the Electrical Construction Contract for the Southwest Regional Pond – Phase 1 located south of 52nd Avenue South and east of Cass County Drain 27.

Attached is the Final Balancing Change Order #3 for this project totaling \$0. Previous change orders #1 - 2 totaled \$697.80. Final contract amount is \$110,887.80.

Recommended Motion:

Approve FBCO #3 to Strata Corporation.

Attachments



CHANGE ORDER REPORT
SOUTHWEST REGIONAL POND - PHASE 1 - ELECTRICAL
IMPROVEMENT DISTRICT NO. FP-19-A3
52ND AVE S & VETERANS BLVD

Final Balancing
 Change Order

Change Order No 3 **Change Order Date** 11/23/2022
Contractor Strata Corporation

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

EXPLANATION OF CHANGE Change Order # 3

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 (\$)
										Sub Total \$0.00

Summary

Source Of Funding
 Net Amount Change Order # 3 (\$) \$0.00
 Previous Change Orders (\$) \$697.80
 Original Contract Amount (\$) \$110,190.00
 Total Contract Amount (\$) \$110,887.80

Special Assessments
 \$0.00
 \$697.80
 \$110,190.00
 \$110,887.80

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

APPROVED

For Contractor

Title

[Signature]
 Project Manager

APPROVED DATE

Department Head

Mayor

Attest

[Signature] 12/6/22

REPORT OF ACTION

50

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-22-C1 Type: Negative Final Balancing Change Order #2

Location: 13th Ave S, 28th St S – 38th St S Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	12/12/2022
PWPEC File	X
Project File	Jeremy Engquist

The Committee reviewed the accompanying correspondence from Project Manager, Jeremy Engquist, for Negative Final Balancing Change Order #2 in the amount of \$-626,665.03, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of \$-626,665.03, bringing the total contract amount to \$3,890,241.07.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Dakota Underground.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-626,665.03, bringing the total contract amount to \$3,890,241.07 to Dakota Underground.

PROJECT FINANCING INFORMATION:

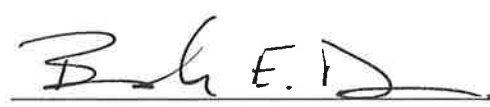
Recommended source of funding for project: Sales Tax & Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson



CHANGE ORDER REPORT

**CONCRETE PAVING REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. PR-22-C1
13TH AVE S FROM 28TH ST S TO 38TH ST S**

Change Order No 2 **Change Order Date** 11/23/2022
Contractor Dakota Underground 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 Change Order # 2

Final Balancing Change Order

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	1	Temp Fence - Safety	LF	1500	-1175	1500	-1175	325	\$4.00	-\$4,700.00
	2	Remove Pavement All Thicknesses All Types	SY	12804	-1609	12804	-1609	11195	\$28.00	-\$45,052.00
	3	Repair Inlet	EA	8	-5	8	-5	3	\$3,000.00	-\$15,000.00
	4	Modify Inlet Type A	EA	6	-4	6	-4	2	\$1,600.00	-\$6,400.00
	5	Modify Inlet Type B	EA	4	-4	4	-4	0	\$3,000.00	-\$12,000.00
	6	Topsoil - Import	CY	150	-40	150	-40	110	\$40.00	-\$1,600.00
	7	Boulevard Grading	SY	250	-50	250	-50	200	\$20.00	-\$1,000.00
	8	Clean & Seal Concrete Joints	LF	9500	14808	9500	14808	24308	\$2.20	\$32,577.60
	9	Cross-Stitch Concrete Joints	EA	2500	263	2500	263	2763	\$24.00	\$6,312.00
	10	F&I Curb & Gutter Standard (Type II)	LF	2600	-153	2600	-153	2447	\$49.00	-\$7,497.00
	11	Remove Curb & Gutter	LF	2600	134	2600	134	2734	\$10.00	\$1,340.00
	12	Repair Pavement - Partial Depth Conc	SF	750	-450	750	-450	300	\$110.00	-\$49,500.00

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 (\$)
	13	F&I Pavement 10" Thick Doweled Conc	SY	12320		12320	-1125	11195	\$150.00	-\$168,750.00
	14	Rem & Repl Pavement 7" Thick Reinf Conc	SY	60		60	-33	27	\$104.00	-\$3,432.00
	15	F&I Median Nose Conc	SY	108		108	-29	79	\$150.00	-\$4,350.00
	16	F&I Sidewalk Curb	LF	150		150	116	266	\$50.00	\$5,800.00
	17	F&I Sidewalk 4" Thick Reinf Conc	SY	1650		1650	-611	1039	\$75.00	-\$45,825.00
	18	F&I Sidewalk 6" Thick Reinf Conc	SY	507		507	-12	495	\$85.00	-\$1,020.00
	19	Remove Sidewalk All Thicknesses All Types	SY	2142		2142	-317.4	1824.6	\$16.00	-\$5,078.40
	20	F&I Impressed 6" Thick Reinf Conc	SY	453		453	-63	390	\$140.00	-\$8,820.00
	21	F&I Det Warn Panels Cast Iron	SF	594		594	-8	586	\$60.00	-\$480.00
	22	F&I Casting - Inlet	EA	17		17	-2	15	\$2,000.00	-\$4,000.00
	23	F&I Casting - Std Manhole	EA	6		6	-3	3	\$1,000.00	-\$3,000.00
	24	F&I Casting - Floating Manhole	EA	17		17	-2	15	\$2,000.00	-\$4,000.00
	25	Casting to Grade - w/Conc	EA	55		55	-4	51	\$800.00	-\$3,200.00
	27	Repair Pavement - Patch Asph	SY	200		200	-170	30	\$150.00	-\$25,500.00
	28	F&I Traffic Surface Gravel	Ton	500		500	-475	25	\$40.00	-\$19,000.00
	29	Mill / Grind Conc Pvmnt	SY	24000		24000	-11692	12308	\$10.00	-\$116,920.00
	30	Mulching Type 1 Hydro	SY	2500		2500	-875	1625	\$2.00	-\$1,750.00
	31	Seeding Type C	SY	2500		2500	-875	1625	\$2.00	-\$1,750.00
	33	Inlet Protection - Existing Inlet	EA	50		50	-20	30	\$150.00	-\$3,000.00

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 (\$)
Change Order 1	35	Construction Signing	SF	400		400	-362	38	\$11.00	-\$3,982.00
	36	Flagging	MHR	4000		4000	-3710.25	289.75	\$30.00	-\$111,307.50
	38	F&I Rock Mulch	Ton	30		30	-28	2	\$140.00	-\$3,920.00
								Paving Sub Total		-\$635,804.30
Signing	39	F&I Grooved Contrast Film 11" Wide	LF	22	3464	3464	22	3486	\$19.80	\$435.60
	41	Relocate Sign Assembly	EA	16		16	-2	14	\$225.00	-\$450.00
	42	F&I Flexible Delineator	EA	25		25	-7	18	\$100.00	-\$700.00
								Signing Sub Total		-\$1,150.00
Pavement Marking	44	F&I Grooved Plastic Film Message	SF	200	200	200	280	480	\$39.90	\$11,172.00
	48	F&I Grooved Contrast Film 7" Wide	LF	2500		2500	208	2708	\$13.65	\$2,839.20
Traffic Signals	50	Paint Epoxy Line 8" Wide	LF	130		130	-9	121	\$6.30	-\$56.70
	51	Paint Epoxy Message	SF	32		32	891	923	\$23.10	\$20,582.10
								Pavement Marking Sub Total		\$34,536.60
	58	F&I Detection In-Ground Loop	EA	6		6	-3	3	\$2,625.00	-\$7,875.00
	59	F&I Detection Preformed Loop	EA	80		80	-11	69	\$1,575.00	-\$17,325.00
	60	F&I Signal Cable AWG 14/2	LF	250		250	1595	1845	\$0.79	\$1,260.05
	61	F&I Signal Cable AWG 14/3	LF	250		250	28	278	\$0.84	\$23.52
	62	F&I Signal Cable Loop Lead-in	LF	800		800	725	1525	\$2.10	\$1,522.50
	63	F&I Conduit 1.5" Dia	LF	250		250	12	262	\$10.50	\$126.00
	66	Rem & Repl Pull Box Cover	EA	14		14	-1	13	\$2,415.00	-\$2,415.00
								Traffic Signals Sub Total		-\$24,682.93

Summary.

Source Of Funding

Special Assessments & Street Sales Tax 420

Net Amount Change Order # 2 (\$)

-\$626,665.03

Previous Change Orders (\$)

\$2,800.40

Original Contract Amount (\$)

\$4,514,105.70

Total Contract Amount (\$)

\$3,890,241.07

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

APPROVED

11-23-22

Bob Johnson

For Contractor

Dakota Underground Company

Title

Project Manager

APPROVED DATE

Department Head

TRC 12/6/22

Mayor

Attest

51

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-22-G1 Type: Negative Final Balancing Change Order #3

Location: 18th Ave S, 42nd St – 39th St & 40th St, 19th Ave S – 17th Ave S Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	12/12/2022
PWPEC File	X
Project File	Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, for Negative Final Balancing Change Order #3 in the amount of \$-5,883.40, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of \$-5,883.40, bringing the total contract amount to \$1,256,744.90.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Northern Improvement.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of \$-5,883.40, bringing the total contract amount to \$1,256,744.90 to Northern Improvement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

B. E. D.
Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson



CHANGE ORDER REPORT
ASPHALT PAVING REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. PR-22-G1

Final Balancing
Change Order

ON 18TH AVENUE SOUTH FROM 42ND STREET TO 39TH STREET AND ON 40TH STREET SOUTH FROM 19TH AVENUE TO 17TH AVENUE.

Change Order No 3 Change Order Date 11/16/2022
 Contractor Northern Improvement Co

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

EXPLANATION OF CHANGE Change Order # 3

Final Balancing Change Order.

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	1	Remove Pavement All Thicknesses All Types	SY	12100		12100	-36	12064	\$4.15	-\$149.40
	2	Remove Curb & Gutter	LF	6628	0	7313	-72	7241	\$3.50	-\$252.00
	3	Remove Driveway All Thicknesses All Types	SY	750		750	-96.28	653.72	\$11.50	-\$1,107.22
	4	Remove Sidewalk All Thicknesses All Types	SY	250		250	-49.5	200.5	\$15.50	-\$767.25
	6	Rem & Repl Casting - Self Leveling	EA	5		5	1	6	\$1,600.00	\$1,600.00
	8	F&I Flat MH Cover 8" Thick Reinf Conc	EA	2		2	-2	0	\$1,700.00	-\$3,400.00
	9	F&I Repair Band 4" thru 12" Dia	EA	2		2	-2	0	\$2,400.00	-\$4,800.00
	10	Subgrade Preparation	SY	14700		14700	-7	14693	\$5.00	-\$35.00
	11	F&I Woven Geotextile	SY	14700		14700	-7	14693	\$1.55	-\$10.85
	13	F&I Edge Drain 4" Dia PVC	LF	6700		6700	-72	6628	\$10.00	-\$720.00
	14	F&I Class 5 Agg - 8" Thick	SY	14700		14700	-7	14693	\$8.75	-\$61.25

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 (\$)
	15	F&I Curb & Gutter Standard (Type II)	LF	6628	0	7313	-72	7241	\$17.75	-\$1,278.00
	16	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	6300		6300	-120.1	6179.9	\$79.35	-\$9,529.94
	17	F&I Sidewalk 4" Thick Reinf Conc	SY	200		200	-36	164	\$75.00	-\$2,700.00
	18	F&I Sidewalk 6" Thick Reinf Conc	SY	50		50	-2	48	\$85.00	-\$170.00
	19	F&I Driveway 7" Thick Reinf Conc	SY	750		750	-96	654	\$75.50	-\$7,248.00
	20	F&I Det Wam Panels Cast Iron	SF	144		144	-32	112	\$40.00	-\$1,280.00
	21	Casting to Grade - no Conc	EA	19		19	2	21	\$600.00	\$1,200.00
	22	Boulevard Grading	SY	2600		2600	1919	4519	\$5.50	\$10,554.50
	23	Seeding Type C	SY	2600		2600	1919	4519	\$4.75	\$9,115.25
	24	Mulching Type 1 Hydro	SY	2600		2600	1919	4519	\$4.25	\$8,155.75
	27	Temp Construction Entrance	EA	4		4	-3	1	\$1,000.00	-\$3,000.00
								Paving Sub Total		-\$5,883.40

Summary.

Source Of Funding

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Street Sales Tax & Special Assessments

-\$5,883.40

\$66,793.30

\$1,195,835.00

\$1,256,744.90

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

APPROVED



For Contractor

Title

VICE PRESIDENT

APPROVED DATE

Department Head

Mayor

Attest



12/6/22



PR-22-G1
 Pmt #8
 Pmt \$107,217.91
 Bal \$0.00
 Not Yet Approved

PAY ESTIMATE SHEET
ASPHALT PAVING REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. PR-22-G1
ON 18TH AVENUE SOUTH FROM 42ND STREET TO 39TH STREET AND ON 40TH
STREET SOUTH FROM 19TH AVENUE TO 17TH AVENUE.

Project No. PR-22-G1
Project Name Asphalt Paving Rehab/Reconstruction
Type Paving Rep/Rehab
Description On 18th Avenue South from 42nd Street to 39th Street and on 40th Street South from 19th Avenue to 17th Avenue.
Pay Estimate Number 8
From Date 9/24/2022
To Date 11/21/2022
 The Honorable Board of City Commissioners
 Dear Commissioners,

Be advised that Northern Improvement Co has performed the work to date shown on this statement

1. Contract Work

	Contract		Previous		Current		To Date		
	Unit	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
								% Comp.	
Paving									
Remove Pavement All Thicknesses All Types - CO3	SY	\$4.15	11500	\$47,725.00	564	\$2,340.60	12064	\$50,065.60	100%
Remove Curb & Gutter - CO1	LF	\$3.50	7110	\$24,885.00	131	\$458.50	7241	\$25,343.50	100%
Remove Driveway All Thicknesses All Types - CO3	SY	\$11.50	490	\$5,635.00	163.72	\$1,882.78	653.72	\$7,517.78	100%
Remove Sidewalk All Thicknesses All Types - CO3	SY	\$15.50	140	\$2,170.00	60.5	\$937.75	200.5	\$3,107.75	100%

1. Contract Work

	Contract			Previous		Current		To Date		
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
									% Comp.	
5	EA	1	\$700.00	1	\$700.00	0	\$0.00	1	\$700.00	100%
	Rem & Repl Casting - Std Manhole									
6	EA	6	\$1,600.00	0	\$0.00	6	\$9,600.00	6	\$9,600.00	100%
	Rem & Repl Casting - Self Leveling - CO3									
7	EA	14	\$885.00	14	\$12,390.00	0	\$0.00	14	\$12,390.00	100%
	Rem & Repl Casting - Inlet									
8	SY	14693	\$5.00	14100	\$70,500.00	593	\$2,965.00	14693	\$73,465.00	100%
	Subgrade Preparation - CO3									
9	SY	14693	\$1.55	14100	\$21,855.00	593	\$919.15	14693	\$22,774.15	100%
	F&I Woven Geotextile - CO3									
10	EA	20	\$180.00	20	\$3,600.00	0	\$0.00	20	\$3,600.00	100%
	Connect Pipe to Exist Structure									
11	LF	6628	\$10.00	6628	\$66,280.00	0	\$0.00	6628	\$66,280.00	100%
	F&I Edge Drain 4" Dia PVC -CO3									
12	SY	14693	\$8.75	14100	\$123,375.00	593	\$5,188.75	14693	\$128,563.75	100%
	F&I Class 5 Agg - 8" Thick - CO3									
13	LF	7241	\$17.75	7241	\$128,527.75	0	\$0.00	7241	\$128,527.75	100%
	F&I Curb & Gutter Standard (Type II) - CO1									
14	Ton	6179.9	\$79.35	6179.9	\$490,375.07	0	\$0.00	6179.9	\$490,375.07	100%
	F&I Asphalt Pavement FAA 43 w/ PG58H-34 - CO3									
15	SY	164	\$75.00	145	\$10,875.00	19	\$1,425.00	164	\$12,300.00	100%
	F&I Sidewalk 4" Thick Reinf Conc - CO3									
16	SY	48	\$85.00	48	\$4,080.00	0	\$0.00	48	\$4,080.00	100%
	F&I Sidewalk 6" Thick Reinf Conc - CO3									
17	SY	654	\$75.50	490	\$36,995.00	164	\$12,382.00	654	\$49,377.00	100%
	F&I Driveway 7" Thick Reinf Conc - CO3									
18	SF	112	\$40.00	112	\$4,480.00	0	\$0.00	112	\$4,480.00	100%
	F&I Det Warn Panels Cast Iron - CO3									
19	EA	21	\$600.00	19	\$11,400.00	2	\$1,200.00	21	\$12,600.00	100%
	Casting to Grade - no Conc - CO3									
20	SY	4519	\$5.50	2410	\$13,255.00	2109	\$11,599.50	4519	\$24,854.50	100%
	Boulevard Grading - CO3									

		Contract		Previous		Current		To Date			
		Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
21	Seeding Type C - CO3	SY	4519	\$4.75	500	\$2,375.00	4019	\$19,090.25	4519	\$21,465.25	100%
22	Mulching Type 1 Hydro - CO3	SY	4519	\$4.25	500	\$2,125.00	4019	\$17,080.75	4519	\$19,205.75	100%
23	Stormwater Management	LS	1	\$4,530.00	1	\$4,530.00	0	\$0.00	1	\$4,530.00	100%
24	Inlet Protection - Existing Inlet	EA	14	\$160.00	14	\$2,240.00	0	\$0.00	14	\$2,240.00	100%
25	Temp Construction Entrance - CO3	EA	1	\$1,000.00	1	\$1,000.00	0	\$0.00	1	\$1,000.00	100%
26	Traffic Control - Type 1	LS	1	\$18,535.00	1	\$18,535.00	0	\$0.00	1	\$18,535.00	100%
27	F&I Traffic Surface Gravel	Ton	100	\$60.00	100	\$6,000.00	0	\$0.00	100	\$6,000.00	100%
						Paving Sub Total	\$1,115,907.82	\$87,070.03		\$1,202,977.85	
						A. All Contract Work Container Subtotal	\$1,115,907.82	\$87,070.03		\$1,202,977.85	

2. Change Orders

CO# & Line Category		Description	Change Order Item & Quantity Summary			Change Order Item Payment Summary							
			Previous Contract Totals		New Contract Totals		Previous		Current		To Date		% Complete
			Unit Qty	Price	Unit Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Change Order #1			Net Contract Change: \$58,256.80										
Change Order #2			Change Order #1 Subtotals		\$45,230.55		\$0.00		\$45,230.55				
Change Order #3			Net Contract Change: \$8,536.50		Change Order #2 Subtotals		\$0.00		\$8,536.50				
Change Order #3			Net Contract Change: \$2,316.60		Change Order #3 Subtotals		\$0.00		\$0.00				
B. All Change Order Work Paid Subtotal					\$45,230.55		\$8,536.50		\$53,767.05				
C. All Contract Work Container Subtotal					\$1,115,907.82		\$87,070.03		\$1,202,977.85				
D. Total Contract Work Completed To Date									\$1,256,744.90				
E. Total Contract Work Completed This Pay Estimate									\$95,606.53				

* Please Note That Change Order Payment Totals On This Page Will Not Reflect The Total Change Order Value If The Change Order Contains Quantity Change Items

3. Payment Adjustments

Category	Line No	Description	Contract		Previous		Current		To Date	
			Unit Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)

To Date, No Payment Adjustments Have Been Made on This Project

Contract Summary		
1. Original Contract Amount	Original contract amount	\$1,195,835.00
2. Net Contract Change by Change Order	Sum of all net change order values	\$60,909.90
3. Current Contract Amount	Sum of original contract amount and all change orders	\$1,256,744.90
Total Work Completed To Date		
4. Total Contract Work Completed to Date	Section 2 of This Estimate, Line D	\$1,256,744.90
5. Total Contract Work Completed This Pay Estimate	Section 2 of This Estimate, Line E	\$95,606.53
Payment Adjustments		
6. Total Retainage Withheld @ 0% of Total Contract Work Completed to Date	Line 4 x 0%	-\$0.00
7. Retainage Release This Pay Estimate	(If Retainage is to be released) = Previous Total Retainage Withheld minus Line 6	\$11,611.38
8. Total Payment Adjustments This Pay Estimate	Section 3 of This Estimate, Line F	\$0.00
Payment Due Summary		
9. Total Due to Date	Line 4 + Line 6 + Total Payment Adjustments To Date (Line G, Section Three)	\$1,256,744.90
10. Previous Payments	Sum of all previous Payments to Contractor	\$1,149,526.99
11. Payment Due This Estimate	Line 9 - Line 10	\$107,217.91

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UN-22-M1 Type: Negative Final Balancing Change Order #2

Location: 51st Avenue South Date of Hearing: 12/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/12/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Satterlund</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, for Negative Final Balancing Change Order #2 in the amount of \$-16,260.98, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of \$-16,260.98, bringing the total contract amount to \$1,288,424.09.

On a motion by Bruce Grubb, seconded by Terri Gayhart, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Dirt Dynamics.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-16,260.98, bringing the total contract amount to \$1,288,424.09 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Cass Rural Water & Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

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 (\$)
	39	F&I Pipe 30" Dia Reinf Conc	LF	328.9	333	333	3.9	336.9	\$134.00	\$522.60
	40	F&I Pipe 48" Dia	LF	420.7	430	430	-2.3	427.7	\$286.00	-\$657.80
	41	F&I Pipe Arch Equiv 48" Reinf Conc	LF	490	490	490	1.6	491.6	\$361.00	\$577.60
	42	F&I Pipe w/GB 18" Dia Reinf Conc	LF	130	130	130	-2.7	127.3	\$87.00	-\$234.90
	45	F&I Rip Rap Rock	CY	12	12	12	-10.4	1.6	\$95.00	-\$988.00
									Storm Sewer Sub Total	-\$14,673.20
Miscellaneous	50	Mulching Type 2 Straw	SY	9200	9200	9200	-1269	7931	\$0.17	-\$215.73
	51	Seeding Type B	SY	3600	3600	3600	1044	4644	\$0.55	\$574.20
	52	Seeding Type C	SY	5600	5600	5600	2331	7931	\$0.55	\$1,282.05
	54	Temp Construction Entrance	EA	2	2	2	-1	1	\$1,500.00	-\$1,500.00
	55	Inlet Protection - New Inlet	EA	12	12	12	-10	2	\$263.00	-\$2,630.00
	56	Inlet Protection - Existing Inlet	EA	10	10	10	-2	8	\$263.00	-\$526.00
									Miscellaneous Sub Total	-\$3,015.48
Change Order 2	62	Mulching Type 1 Hydro	SY	0	0	0	4644	4644	\$0.55	\$2,554.20
									Change Order 2 Sub Total	\$2,554.20

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments & Cass Rural Water

-\$16,260.98

\$49,269.25

\$1,255,415.82

\$1,288,424.09

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

APPROVED

For Contractor

Title *estimator*

APPROVED DATE

Department Head

Mayor

Attest

TRC 12/6/22



PAY ESTIMATE SHEET
NEW UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. UN-22-M1
ROCKING HORSE FARM 6TH ADDITION

UN-22-M1
 Pmt #6
 Pmt \$36,378.92
 Bal \$0.00
 Not Yet Approved

Project No. UN-22-M1
Project Name New Utility Construction
Type Utilities New
Description Rocking Horse Farm 6th Addition
Pay Estimate Number 6
From Date 10/19/2022
To Date 12/1/2022

The Honorable Board of City Commissioners
 Dear Commissioners,

Be advised that Dirt Dynamics has performed the work to date shown on this statement

1. Contract Work

Sanitary Sewer

	Contract	Contract		Previous		Current		To Date			
		Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
1	F&I Manhole 4' Dia Reinf Conc	EA	9	\$8,175.00	9	\$73,575.00	0	\$0.00	9	\$73,575.00	100%
2	F&I Manhole w/Int Drop 4' Dia Reinf Conc	EA	1	\$7,540.00	1	\$7,540.00	0	\$0.00	1	\$7,540.00	100%
3	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1832	\$0.01	1832	\$18.32	0	\$0.00	1832	\$18.32	100%
4	Connect Pipe to Exist Pipe	EA	1	\$2,700.00	1	\$2,700.00	0	\$0.00	1	\$2,700.00	100%
5	F&I Pipe SDR 26 - 6" Dia PVC - CO1	LF	247	\$46.25	247	\$11,423.75	0	\$0.00	247	\$11,423.75	100%
6	F&I Pipe SDR 35 - 10" Dia PVC	LF	170	\$76.00	170	\$12,920.00	0	\$0.00	170	\$12,920.00	100%
7	F&I Pipe SDR 26 - 12" Dia PVC	LF	1620	\$97.25	1620	\$157,545.00	0	\$0.00	1620	\$157,545.00	100%

1. Contract Work

		Contract		Previous		Current		To Date			
		Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
		Sanitary Sewer Sub Total				\$265,722.07	\$0.00	\$0.00	\$265,722.07		
Cass Rural Water											
8	F&I Fittings C153 Ductile Iron LB	2365	\$8.20	2365	\$19,393.00	0	\$0.00	2365	\$19,393.00	100%	
9	F&I Hydrant EA	2	\$5,700.00	2	\$11,400.00	0	\$0.00	2	\$11,400.00	100%	
10	F&I Hydrant - Restrained Joint EA	4	\$5,850.00	4	\$23,400.00	0	\$0.00	4	\$23,400.00	100%	
11	Connect Pipe to Exist Pipe EA	2	\$1,400.00	2	\$2,800.00	0	\$0.00	2	\$2,800.00	100%	
12	F&I Pipe C900 DR 18 - 6" Dia PVC - CO2 LF	147.5	\$43.00	137.5	\$5,912.50	10	\$430.00	147.5	\$6,342.50	100%	
13	F&I Pipe C900 DR 18 - 8" Dia PVC - CO2 LF	137	\$53.00	140	\$7,420.00	-3	-\$159.00	137	\$7,261.00	100%	
14	F&I Pipe C900 DR 18 - 12" Dia PVC - CO2 LF	1935	\$83.00	1940	\$161,020.00	-5	-\$415.00	1935	\$160,605.00	100%	
15	F&I Gate Valve 6" Dia EA	8	\$2,100.00	8	\$16,800.00	0	\$0.00	8	\$16,800.00	100%	
16	F&I Gate Valve 12" Dia EA	5	\$4,550.00	5	\$22,750.00	0	\$0.00	5	\$22,750.00	100%	
17	F&I Hydrant Ext. 18" High EA	1	\$1,750.00	1	\$1,750.00	0	\$0.00	1	\$1,750.00	100%	
		Cass Rural Water Sub Total				\$272,645.50	-\$144.00	\$272,501.50			
Storm Sewer											
18	Modify Manhole EA	1	\$750.00	1	\$750.00	0	\$0.00	1	\$750.00	100%	
19	F&I Manhole 5' Dia Reinf Conc EA	5	\$6,910.00	5	\$34,550.00	0	\$0.00	5	\$34,550.00	100%	
20	F&I Manhole 6' Dia Reinf Conc EA	3	\$8,610.00	3	\$25,830.00	0	\$0.00	3	\$25,830.00	100%	
21	F&I Manhole Type E Reinf Conc - CO1 EA	4	\$19,100.00	4	\$76,400.00	0	\$0.00	4	\$76,400.00	100%	
22	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc EA	4	\$4,410.00	4	\$17,640.00	0	\$0.00	4	\$17,640.00	100%	
23	F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc EA	2	\$6,670.00	2	\$13,340.00	0	\$0.00	2	\$13,340.00	100%	

1. Contract Work

	Contract			Previous		Current		To Date			
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.	
24	F&I Inlet - Manhole (MHI) 7' Dia Reinf Conc	EA	1	\$11,930.00	1	\$11,930.00	0	\$0.00	1	\$11,930.00	100%
25	F&I Inlet - Single Box (SBI) Reinf Conc	EA	2	\$3,040.00	2	\$6,080.00	0	\$0.00	2	\$6,080.00	100%
26	F&I Inlet - Double Box (DBI) Reinf Conc	EA	2	\$4,660.00	2	\$9,320.00	0	\$0.00	2	\$9,320.00	100%
27	F&I Inlet - Round (RDI) Reinf Conc	EA	1	\$1,840.00	1	\$1,840.00	0	\$0.00	1	\$1,840.00	100%
28	Connect Pipe to Exist Pipe	EA	1	\$450.00	1	\$450.00	0	\$0.00	1	\$450.00	100%
29	Connect Pipe to Exist Structure - CO1	EA	3	\$2,200.00	3	\$6,600.00	0	\$0.00	3	\$6,600.00	100%
30	F&I Pipe 12" Dia	LF	60	\$57.00	60	\$3,420.00	0	\$0.00	60	\$3,420.00	100%
31	F&I Pipe 12" Dia Polypropylene	LF	40	\$40.00	40	\$1,600.00	0	\$0.00	40	\$1,600.00	100%
32	F&I Pipe 18" Dia - CO2	LF	30.9	\$67.00	30.9	\$2,070.30	0	\$0.00	30.9	\$2,070.30	100%
33	F&I Pipe 24" Dia - CO2	LF	206	\$87.00	205.4	\$17,869.80	0.6	\$52.20	206	\$17,922.00	100%
34	F&I Pipe 30" Dia - CO2	LF	568	\$134.00	568	\$76,112.00	0	\$0.00	568	\$76,112.00	100%
35	F&I Pipe 30" Dia Reinf Conc - CO1	LF	336.9	\$134.00	336.9	\$45,144.60	0	\$0.00	336.9	\$45,144.60	100%
36	F&I Pipe 48" Dia - CO1	LF	427.7	\$286.00	427.7	\$122,322.20	0	\$0.00	427.7	\$122,322.20	100%
37	F&I Pipe Arch Equiv 48" Reinf Conc - CO2	LF	491.6	\$361.00	491.6	\$177,467.60	0	\$0.00	491.6	\$177,467.60	100%
38	F&I Pipe w/GB 18" Dia Reinf Conc - CO2	LF	127.3	\$87.00	127.3	\$11,075.10	0	\$0.00	127.3	\$11,075.10	100%
39	F&I Pipe w/GB 24" Dia Reinf Conc	LF	40	\$111.00	40	\$4,440.00	0	\$0.00	40	\$4,440.00	100%
40	F&I Pipe w/GB 30" Dia Reinf Conc	LF	32	\$154.00	32	\$4,928.00	0	\$0.00	32	\$4,928.00	100%
41	F&I Rip Rap Rock - CO2	CY	1.6	\$95.00	3	\$285.00	-1.4	-\$133.00	1.6	\$152.00	100%
42	Embankment - CO1	CY	968	\$7.00	968	\$6,776.00	0	\$0.00	968	\$6,776.00	100%

		Contract		Previous		Current		To Date			
		Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
43	Repair Outfall	EA	1	\$17,570.00	1	\$17,570.00	0	\$0.00	1	\$17,570.00	100%
		Storm Sewer Sub Total				\$695,810.60		-\$80.80		\$695,729.80	
Miscellaneous											
44	Topsoil - Strip	LS	1	\$18,000.00	1	\$18,000.00	0	\$0.00	1	\$18,000.00	100%
45	Site Grading	LS	1	\$9,000.00	0.5	\$4,500.00	0.5	\$4,500.00	1	\$9,000.00	100%
46	Mulching Type 2 Straw - CO2	SY	7931	\$0.17	7931	\$1,348.27	0	\$0.00	7931	\$1,348.27	100%
47	Seeding Type B - CO2	SY	4644	\$0.55	9288	\$5,108.40	-4644	-\$2,554.20	4644	\$2,554.20	100%
48	Seeding Type C - CO2	SY	7931	\$0.55	7931	\$4,362.05	0	\$0.00	7931	\$4,362.05	100%
49	Stormwater Management	LS	1	\$2,500.00	1	\$2,500.00	0	\$0.00	1	\$2,500.00	100%
50	Temp Construction Entrance - CO2	EA	1	\$1,500.00	1	\$1,500.00	0	\$0.00	1	\$1,500.00	100%
51	Inlet Protection - New Inlet - CO2	EA	2	\$263.00	2	\$526.00	0	\$0.00	2	\$526.00	100%
52	Inlet Protection - Existing Inlet - CO2	EA	8	\$263.00	8	\$2,104.00	0	\$0.00	8	\$2,104.00	100%
		Miscellaneous Sub Total				\$39,948.72		\$1,945.80		\$41,894.52	
		A. All Contract Work Container Subtotal				\$1,274,126.89		\$1,721.00		\$1,275,847.89	

2. Change Orders

Change Order Item & Quantity Summary				Change Order Item Payment Summary											
CO# & Category	Line No	Description	Previous Contract Totals			New Contract Totals			Previous		Current		To Date		% Complete
			Unit Qty	Price	Unit Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Change Order #1															
Net Contract Change: \$49,269.25															
Change Order #2															
Net Contract Change: -\$2,975.98															
Change Order #2 Subtotals															
B. All Change Order Work Paid Subtotal															
C. All Contract Work Container Subtotal															
D. Total Contract Work Completed To Date															
E. Total Contract Work Completed This Pay Estimate															
Change Order #1 Subtotals															
Change Order #2 Subtotals															
B. All Change Order Work Paid Subtotal															
C. All Contract Work Container Subtotal															
D. Total Contract Work Completed To Date															
E. Total Contract Work Completed This Pay Estimate															

* Please Note That Change Order Payment Totals On This Page Will Not Reflect The Total Change Order Value If The Change Order Contains Quantity Change Items

3. Payment Adjustments

Category	Line No	Description	Contract		Previous		Current		To Date		
			Unit Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Complete

To Date, No Payment Adjustments Have Been Made on This Project

Contract Summary		
1. Original Contract Amount	<i>Original contract amount</i>	\$1,255,415.82
2. Net Contract Change by Change Order	<i>Sum of all net change order values</i>	\$33,008.27
3. Current Contract Amount	<i>Sum of original contract amount and all change orders</i>	\$1,288,424.09
Total Work Completed To Date		
4. Total Contract Work Completed to Date	<i>Section 2 of This Estimate, Line D</i>	\$1,288,424.09
5. Total Contract Work Completed This Pay Estimate	<i>Section 2 of This Estimate, Line E</i>	\$4,275.20
Payment Adjustments		
6. Total Retainage Withheld @ 0% of Total Contract Work Completed to Date	<i>Line 4 x 0%</i>	-\$0.00
7. Retainage Release This Pay Estimate	<i>(If Retainage is to be released) = Previous Total Retainage Withheld minus Line 6</i>	\$32,103.72
8. Total Payment Adjustments This Pay Estimate	<i>Section 3 of This Estimate, Line F</i>	\$0.00
Payment Due Summary		
9. Total Due to Date	<i>Line 4 + Line 6 + Total Payment Adjustments To Date (Line G, Section Three)</i>	\$1,288,424.09
10. Previous Payments	<i>Sum of all previous Payments to Contractor</i>	\$1,252,045.17
11. Payment Due This Estimate	<i>Line 9 - Line 10</i>	\$36,378.92

(53)

November 23, 2022

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

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

**Re: Memorandum of Offer to Landowner
Permanent & Temporary Easements – Improvement District #BR-23-C1**

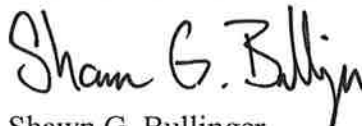
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with Improvement District #BR-23-C1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent & temporary easement from **502 7th Street North, LLC** in association with Improvement District #BR-23-C1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement documents on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Rick Larson
Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BR-23-C1	County Cass	Parcel(s) 01-2382-01535-000
Landowner 502 7th Street North LLC		
Mailing Address 6203 13th St N Fargo, ND 58102		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See enclosed easement(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 9,552.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>9,552.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>9,552.00</u>

*Description of Damages to Remainder are as follows:

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:



Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **502 7TH STREET NORTH, LLC**, a limited liability company, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to him in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of street and utility construction and activities appurtenant thereto, said land being more fully described, to-wit:

A tract of land in Lots 1 and 2, Block 12 of Roberts' Second Addition to the City of Fargo, Cass County, North Dakota described as follows:

The easterly 35.00 feet of said Lots 1 and 2.

Said tract contains 3030 square feet, more or less.

Grantor, his successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, his successors and assigns, further agrees they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all

other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on December 1, 2023 or end of project, whichever occurs first.

(Signatures on following pages).

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **502 7TH STREET NORTH, LLC**, a North Dakota limited liability company, 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 THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, 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 a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A tract of land in lots 1 and 2, Block 12 of Roberts' Second Addition to the City of Fargo, Cass County, North Dakota more particularly described as follows:
Commencing at the northeast corner of said Block 12; thence southerly on the east line of said Block 12 a distance of 227.15 feet to the point of beginning; thence 66.34 feet along a nontangential curve concave to the east having a central angle of 86°23'20" and a radius of 44.00 feet to a point on said east line; thence northerly on said east line 60.23 feet to the point of beginning.

Said tract contains 493 square feet, more or less.

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

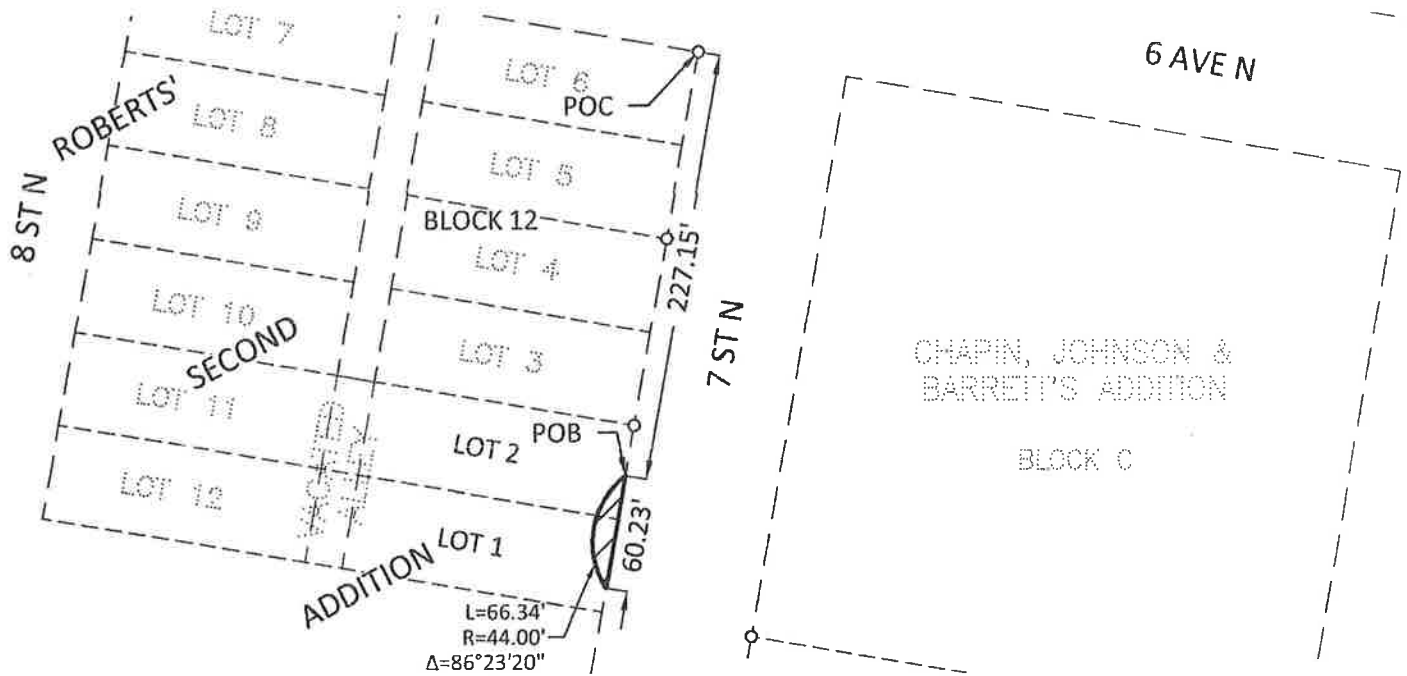
Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said street and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said street and customary appurtenances was begun.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 23 day of November, 2022.

(Signatures on the following page)

EXHIBIT A








Description:

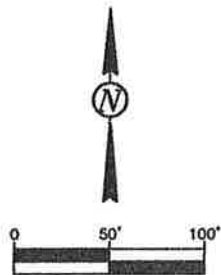
A tract of land in Lots 1 and 2, Block 12 of Roberts' Second Addition to the City of Fargo, Cass County, North Dakota more particularly described as follows:

Commencing at the northeast corner of said Block 12; thence southerly on the east line of said Block 12 a distance of 227.15 feet to the point of beginning; thence 66.34 feet along a nontangential curve concave to the east having a central angle of 86°23'20" and a radius of 44.00 feet to a point on said east line; thence northerly on said east line 60.23 feet to the point of beginning.

Said tract contains 493 square feet, more or less.

LEGEND

-  NEW EASEMENT
-  MONUMENT FOUND
-  MONUMENT SET
-  STREET R/W
-  LOT LINE



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992

PERMANENT EASEMENT

LOTS 1 AND 2, BLOCK 12, ROBERTS' SECOND ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

DRAWN BY: BWW

APPROVED BY: BWW

DATE: 10/11/2022

SHEET 1 OF 1



December 1, 2022

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

Re: Temporary Access Easement – Improvement District #BR-23-C1

Dear Commissioners:

Accompanying for City Commission review and approval is a Temporary Access Easement with Heritage Condominium, Inc. in association with Improvement District #BR-23-C1.

813 6th Ave N – Heritage Condominium, Inc.

RECOMMENDED MOTION:

Approve Temporary Access Easement with the Heritage Condominium, Inc.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Rick Larson
Nancy J. Morris

TEMPORARY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS that HERITAGE CONDOMINIUM, INC., a North Dakota corporation, its successors and assigns, hereinafter referred to as "Grantor", whether one or more, 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 the CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, hereinafter referred to as "Grantee", a temporary access easement for ingress and egress, including the installation of a temporary asphalt access road and appurtenances over and upon the land hereafter described. The access easement tract of land being more particularly described as follows:

The North 40.00 feet the West 22.00 feet of the following described tract of land:

Lots 1 – 5, inclusive, Block Fourteen (14), plus the East One-half of vacated 9th Street North, adjacent to Block Fourteen (14), all in Roberts' Second Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 880 square feet, more or less.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may, at any and all times when necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further understands and agrees that it will not disturb, injure, molest or in any manner interfere with the access provided herein, and further expressly

warrants and states that no buildings, trees, shrubs, sprinkler systems or other obstacles of any kind shall be placed or located upon the tract in any manner which may interfere with said access.

Said temporary access easement shall expire on December 1, 2023, or at completion of the project, whichever occurs first.

(Signatures on following pages.)

COVER SHEET
CITY OF FARGO PROJECTS

55

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

Exact, full name of improvement district as it will appear in the contract:

Paving and Utility Rehab/Reconstruction

Improvement

District No. BR-23-E

Call For Bids	<u>December 12</u>	, <u>2022</u>
Advertise Dates	<u>December 21 & 28</u>	, <u>2022</u>
Bid Opening Date	<u>January 18</u>	, <u>2023</u>
Substantial Completion Date	<u>September 30</u>	, <u>2023</u>
Final Completion Date	<u>October 30</u>	, <u>2023</u>

- N/A PWPEC Report (Part of 2023 CIP)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Leonard

Phone No. (701) 241-1545

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

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- N/A Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)



**ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-E
ON 8 ST S FROM 9 AVE S TO 13 AVE S. ON 10 AVE S
FROM 9 ST S TO 7 ST S. ON 12 AVE S FROM 9 ST S TO 7
ST S.**

Nature & Scope

This project is for the replacement of the sanitary sewer mains & services, water mains & services, storm sewer mains & inlets, concrete curb & gutter, concrete driveway approaches, sidewalks, street light rehab, and asphalt roadway.

Purpose

The existing water main is cast iron pipe (CIP), which was installed over 100 years ago and is being replaced with polyvinyl chloride (PVC) to minimize impacts and costs associated with breaks. The street reconstruction is necessary because the existing street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include; water main, storm sewer, sanitary sewer, asphalt pavement , gravel base, driveway approaches, curb and gutter, and sidewalk replacement. The project will be funded by a combination of City Funds (Wastewater Utility, Water Utility, Storm Sewer Utility, Street Light Utility, and Infrastructure Sales Tax) and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

Feasibility

The estimated cost of construction is \$3,568,317.50. The cost breakdown is as follows:

Sanitary Sewer

Construction Cost		\$493,870.00
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Fees

Admin	4%	\$19,754.80
Contingency	5%	\$24,693.50
Engineering	10%	\$49,387.00
Interest	4%	\$19,754.80
Legal	3%	\$14,816.10

Total Estimated Cost		\$622,276.20
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Funding

Special Assessments	15.74%	\$97,941.91
Utility Funds - Wastewater - 521	84.26%	\$524,334.29

Storm Sewer

Construction Cost		\$394,487.50
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Fees

Admin	4%	\$15,779.50
Contingency	5%	\$19,724.38
Engineering	10%	\$39,448.75
Interest	4%	\$15,779.50
Legal	3%	\$11,834.63

Total Estimated Cost		\$497,054.26
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Funding

Special Assessments	50.00%	\$248,527.13
Utility Funds - Stormwater - 524	50.00%	\$248,527.13

Water Main

Construction Cost		\$759,035.00
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Fees

Admin	4%	\$30,361.40
Contingency	5%	\$37,951.75
Engineering	10%	\$75,903.50
Interest	4%	\$30,361.40
Legal	3%	\$22,771.05

Total Estimated Cost		\$956,384.10
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Funding

Special Assessments	10.14%	\$97,008.01
Utility Funds - Water - 501	89.86%	\$859,376.09

Paving

Construction Cost		\$1,738,027.50
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Fees

Admin	4%	\$69,521.10
Contingency	5%	\$86,901.38
Engineering	10%	\$173,802.75
Interest	4%	\$69,521.10
Legal	3%	\$52,140.83

Total Estimated Cost		\$2,189,914.66
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Funding

Special Assessments	9.89%	\$216,590.95
Sales Tax Funds - Infrastructure - 420	69.97%	\$1,532,220.09
Utility Funds - Wastewater - 521	7.02%	\$153,732.71
Utility Funds - Water - 501	13.12%	\$287,370.91

Street Lighting and Signing

Construction Cost **\$182,897.50**
Fees

Admin	4%	\$7,315.90
Contingency	5%	\$9,144.88
Engineering	10%	\$18,289.75
Interest	4%	\$7,315.90
Legal	3%	\$5,486.93

Total Estimated Cost **\$230,450.86**

Funding

Utility Funds - Street Lights - 528	100.00%	\$230,450.86
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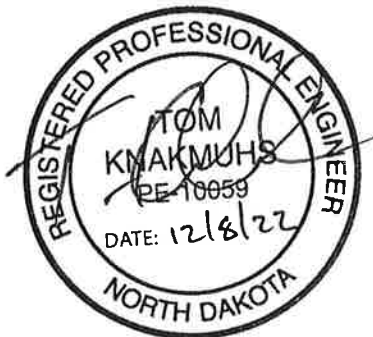
Project Funding Summary

Special Assessments	14.68%	\$660,068.00
Sales Tax Funds - Infrastructure - 420	34.08%	\$1,532,220.09
Utility Funds - Wastewater - 521	15.08%	\$678,067.00
Utility Funds - Water - 501	25.51%	\$1,146,747.00
Utility Funds - Stormwater - 524	5.53%	\$248,527.13
Utility Funds - Street Lights - 528	5.13%	\$230,450.86

Total Estimated Project Cost **\$4,496,080.08**

This project does not have any alternate or optional containers.

We believe this project to be cost effective.



A handwritten signature in black ink that reads "T-KNAKMUHS".

Thomas Knakmuhs, PE
 Assistant City Engineer



**LOCATION AND COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-E
ON 8 ST S FROM 9 AVE S TO 13 AVE S. ON 10 AVE S
FROM 9 ST S TO 7 ST S. ON 12 AVE S FROM 9 ST S TO 7
ST S.**

LOCATION:

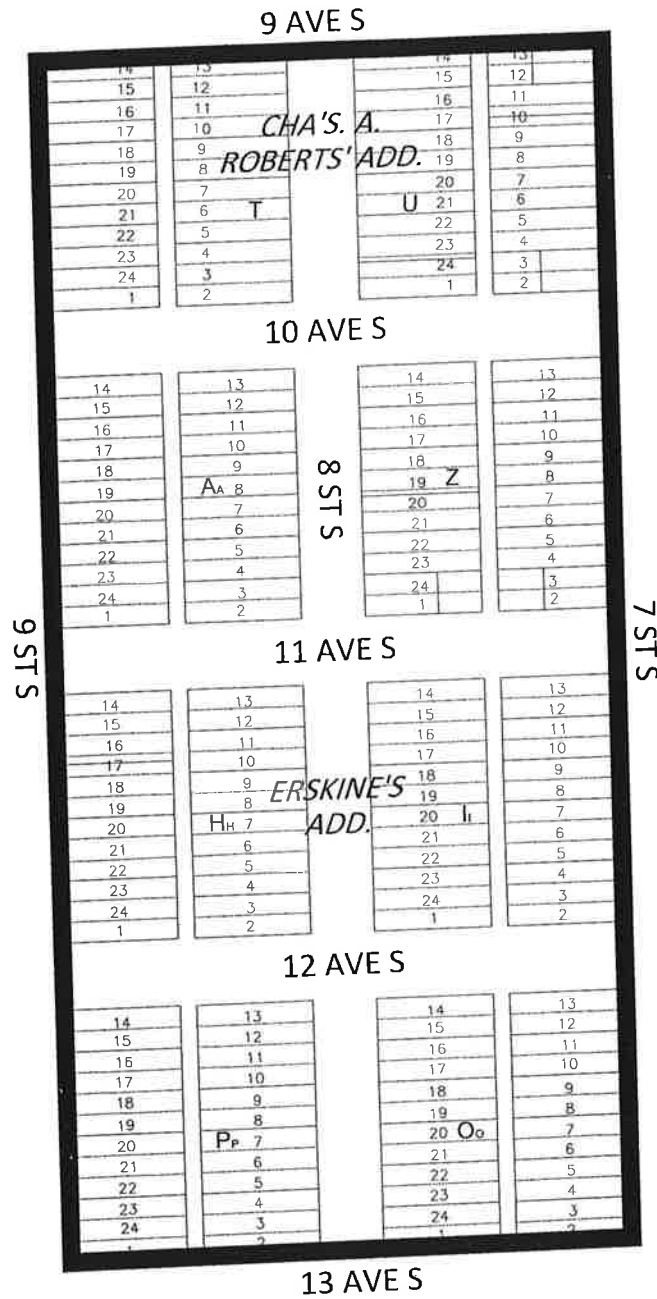
On 8 St S from 9 Ave S to 13 Ave S.
On 10 Ave S from 9 St S to 7 St S.
On 12 Ave S from 9 St S to 7 St S.

COMPRISING:

Lots 1 through 24, Inclusive, Block T.
Lots 1 through 24, Inclusive, Block U.
All in Cha's. A. Roberts' Addition.

Lots 1 through 24, inclusive, Block AA.
Lots 1 through 24, inclusive, Block HH.
Lots 1 through 24, inclusive, Block II.
Lots 1 through 24, inclusive, Block OO.
Lots 1 through 24, inclusive, Block PP.
Lots 1 through 24, inclusive, Block Z.
All in Erskines Addition.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-23-E



December 8, 2022

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

Re: Recommendation of Award
52nd Ave S from Sheyenne St/County Road 17 to West of 63rd St S
City of Fargo Improvement District No. BN-23-A1
NDDOT Project No. SU-TMA-8-984(170); PCN: 23036

Dear Commissioners:

Bids were opened by the NDDOT on Friday, November 18 for the 52nd Avenue South project from Sheyenne Street/County Road 17 to West of 63rd Street South.

The bids were as follows:

Industrial Builders Inc.	\$ 18,855,178.84
Park Construction Co.	\$ 19,443,705.50
Dakota Underground Company	\$ 22,177,902.43
Engineer's Estimate	\$ 16,148,736.95

There are Special Assessments associated with this project and no protests have been received, therefore the protests should be declared insufficient.

Recommended Motion

Declare protests to be insufficient and recommend the NDDOT award the contract to Industrial Builders Inc. in the amount of \$18,855,178.84 as the lowest and best bid.

Sincerely,

Tom Knakmuhs, P.E.
Assistant City Engineer

Attachments

ENGINEER'S STATEMENT OF ESTIMATED COST

Grading, Salvaged Base, PCC Pavement, HMA, Storm Drain, Lighting, Signals, Pavement Marking, Signing, Shared Use Path, Reinf Concrete Sidewalk, Bridge, and Water Main

Improvement District No. BN-23-A1
 SU-TMA-8-984(170)
 PCN-23036

Fargo 52nd Ave S from Sheyenne St/County Road 17 to West of 63rd St S

Summary of low bid by Industrial Builders Inc.: \$18,855,178.84

Project area west of the bridge		\$	1,454,541.42
Amount Federally Funded		\$	844,111.89
Amount Locally Funded		\$	610,429.53
Plus 4% Administration Fee:		\$	24,417.18
Plus 3% Legal Fee:		\$	18,312.89
Plus 4% Interest Fee:		\$	24,417.18
Plus 10% Contingency:		\$	61,042.95
Total Estimated Cost:		\$	738,619.73
City of Fargo:	0.00%	\$	-
City of West Fargo:	75.00%	\$	553,964.80
Cass County:	25.00%	\$	184,654.93

Bridge structure (not including water intake portion)		\$	8,914,754.55
Amount Federally Funded		\$	5,173,486.43
Amount Locally Funded		\$	3,741,268.12
Plus 4% Administration Fee:		\$	149,650.72
Plus 3% Legal Fee:		\$	112,238.04
Plus 4% Interest Fee:		\$	149,650.72
Plus 10% Contingency:		\$	374,126.81
Total Estimated Cost:		\$	4,526,934.43
City of Fargo:	25.00%	\$	1,131,733.61
City of West Fargo:	25.00%	\$	1,131,733.61
Cass County:	50.00%	\$	2,263,467.22

Water intake portion of the bridge structure		\$	3,067,747.50
Amount Federally Funded		\$	-
Amount Locally Funded		\$	3,067,747.50
Plus 4% Administration Fee:		\$	122,709.90
Plus 3% Legal Fee:		\$	92,032.43
Plus 4% Interest Fee:		\$	122,709.90
Plus 10% Contingency:		\$	306,774.75
Total Estimated Cost:		\$	3,711,974.48
City of Fargo:	100.00%	\$	3,711,974.48
City of West Fargo:	0.00%	\$	-
Cass County:	0.00%	\$	-

Water Mains		\$	278,974.50
Amount Federally Funded		\$	-
Amount Locally Funded		\$	278,974.50
Plus 4% Administration Fee:		\$	11,158.98
Plus 3% Legal Fee:		\$	8,369.24
Plus 4% Interest Fee:		\$	11,158.98
Plus 10% Contingency:		\$	27,897.45
Total Estimated Cost:		\$	337,559.15
City of Fargo:	100.00%	\$	337,559.15
City of West Fargo:	0.00%	\$	-
Cass County:	0.00%	\$	-


Project area east of the bridge		\$	5,139,160.87
Amount Federally Funded		\$	2,982,401.69
Amount Locally Funded		\$	2,156,759.18
Plus 4% Administration Fee:		\$	86,270.37
Plus 3% Legal Fee:		\$	64,702.78
Plus 4% Interest Fee:		\$	86,270.37
Plus 10% Contingency:		\$	215,675.92
Total Estimated Cost:		\$	2,609,678.61
City of Fargo:	40.00%	\$	1,043,871.44
City of West Fargo:	40.00%	\$	1,043,871.44
Cass County:	20.00%	\$	521,935.72

Miscellaneous Costs			
Right-of-Way and Easements:		\$	77,785.00
Utility Relocation		\$	50,000.00
Outside Engineering (Environmental Doc & Design):		\$	336,433.25
Outside Engineering (Construction Admin):		\$	1,425,840.00
Incentive		\$	-
Total Miscellaneous Costs:		\$	1,890,058.25
City of Fargo:		\$	1,023,854.04
City of West Fargo:		\$	414,827.95
Cass County:		\$	451,376.26
Federal Funds:		\$	-

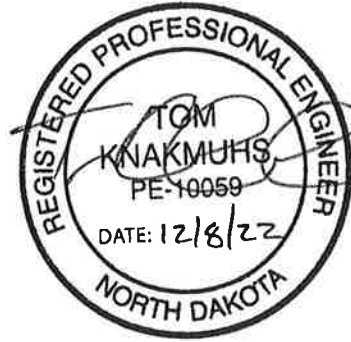
Project Funding Summary			
City of Fargo	31.77%	\$	7,248,992.71
<i>Special Assessment - Paving and ROW</i>		\$	2,219,086.86
<i>Special Assessment - Cass Rural Water</i>		\$	337,559.15
<i>Special Assessment - Water Intake</i>		\$	4,048,407.73
<i>Infrastructure Sales Tax</i>		\$	643,938.98
City of West Fargo	13.78%	\$	3,144,397.81
Cass County	15.00%	\$	3,421,434.13
Federal Funds	39.45%	\$	9,000,000.00
Total Estimated Project Cost		\$	22,814,824.65

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

Date: 12/8/2022



Tom Knakmuhs, P.E.
Assistant City Engineer



ND DEPARTMENT OF TRANSPORTATION		SHEET NO. 1 OF 6		ABSTRACT OF BIDS RECEIVED			
PROJECT NO.	SU-TMA-8-984(170)	BIDDER NO.	23036	BIDDER ENGINEERS ESTIMATE	BIDDER INDUSTRIAL BUILDERS	BIDDER PARK CONSTRUCTION CO	
COUNTY & DATE	CASS (017) NOV 18, 2022 09:30AM	COMPLETION TIME	10/15/24 GRADING, SALVAGED BASE, PCC PAVEMENT,	ENGINEERS ESTIMATE	INDUSTRIAL BUILDERS	PARK CONSTRUCTION CO	
LENGTH & TYPE	0.607	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	BID PRICE	AMOUNT
COMPLETION TIME	10/15/24 GRADING, SALVAGED BASE, PCC PAVEMENT,	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	BID PRICE	AMOUNT
NO.	SPEC.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	BID PRICE	AMOUNT
103	CONTRACT BOND			1000	950000000	830000000	721000000
108	CRITICAL PATH METHOD SCHEDULE			1000	100000000	250000000	127000000
201	REMOVAL OF TREES & BRUSH			1000	750000000	250000000	129000000
202	REMOVAL OF STRUCTURE			1000	850000000	600000000	1118000000
202	REMOVAL OF CONCRETE PAVEMENT			824000	1500000	3914900	244000
202	REMOVAL OF CURB & GUTTER			1035000	1000000	4657500	5796000
202	REMOVAL OF PAVEMENT			11014000	4000000	1800000	11014000
202	REMOVAL OF PIPE ALL TYPES AND SIZES			118510000	4000000	440560000	65155200
202	REMOVAL OF MANHOLES			3000	200000000	2835000	3480000
202	REMOVAL OF CATCH BASIN			1000	7500000	7000000	2061000
202	REMOVAL OF EXISTING RETAINING WALL			1000	100000000	250000000	332000000
203	COMMON EXCAVATION-TYPE A			65080000	200000	40675000	31869200
203	COMMON EXCAVATION-SUBCUT			43780000	2500000	109450000	64358600
203	BORROW-EXCAVATION			16830000	200000	33660000	14700000
203	SUBCUT AGGREGATE			92160000	200000	184320000	147262500
210	CLASS 1 EXCAVATION			16830000	5000000	841500000	921600000
210	CLASS 2 EXCAVATION			1000	1500000000	1750000000	838134000
210	CHANNEL EXCAVATION			1000	1000000000	1000000000	1070000000
210	FOUNDATION PREPARATION			1000	4000000000	3500000000	3750000000
216	WATER			4220000	2250000000	2440000000	26114000000
230	SUBGRADE PREPARATION-TYPE A-12IN			8440000	8440000	6646500	8313400
251	SEEDING CLASS III			320000	250000000	800000000	235200000
251	TEMPORARY COVER CROP			5437	500000000	271850000	110337110
252	SOD			5433	130000000	130392000	132052000
253	HYDRAULIC MULCH			9370000	1500000	127900000	132117000
253	BONDED FIBER MATRIX			5433	250000000	175000000	967074000
256	RIPRAP GRADE II			5437	4000000000	2827200000	2919669000
256	ROCK CHECK			17200000	9000000	154800000	393960000
256	FIBER ROLLS 12IN			2940000	6500000	125000000	642000000
256	REMOVE FIBER ROLLS 12IN			200000	2000000000	4000000000	3453334500
256	FLOTATION SILT CURTAIN			121170000	3500000	392765000	423990000
256	REMOVE FLOTATION SILT CURTAIN			6057000	1000000	6057000	3497000
302	SALVAGED BASE COURSE			2690000	1500000	3389400	3697000
411	MILLING PAVEMENT SURFACE			65130000	2000000	56490000	578350000
430	COMMERCIAL GRADE HOT MIX ASPHALT			1440000	700000000	452653500	8141250000
550	10IN NON REINF CONCRETE PVMT CL AE-DOWELED			750000	2500000000	2592000000	6040000000
602	CLASS AE-3 CONCRETE			135200000	1100000000	14872200000	23850000000
602	CONCRETE BRIDGE APPROACH SLAB			4043000	505375000	8086000000	16359200000
602	SINGLE SLOPE BARRIER			20121000	1000000000	21333100000	86520200000
604	PENETRATING WATER REPELLENT TREATMENT			4676000	500000000	2805600000	23742780000
604	PRESSTRESSED BOX BEAM-21IN			3500000	600000000	7875000000	30019920000
612	REINFORCING STEEL-GRADE 60			16600000	3000000000	99600000000	84350000000
612	REINFORCING STEEL-GRADE 60-EPOXY COATED			13530000	3000000000	40590000000	106240000000
612	STRUCTURAL STEEL			1946300000	2000000000	43791750000	467112000000
612	STRUCTURAL STEEL			938980000	2750000000	21127050000	225355200000
612	STRUCTURAL STEEL			1000	3000000000	5000000000	53500000000

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION, Deputy Director For Engineering

AMAWD TO: INDUSTRIAL BUILDERS INC

DATE OF AMAWD

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering: 39

ND DEPARTMENT OF TRANSPORTATION		SHEET NO. 2 OF 6		ABSTRACT OF BIDS RECEIVED			
PROJECT NO.	SU-TMA-8-984(I70)	BIDDER NO.	23036	BIDDER ENGINEERS ESTIMATE	BIDDER INDUSTRIAL BUILDERS	BIDDER PARK CONSTRUCTION CO	
COUNTY & DATE	CASS (017) 0-607 NOV 18, 2022 09:30AM	LENGTH & TYPE		ENGINEERS ESTIMATE	INDUSTRIAL BUILDERS	PARK CONSTRUCTION CO	
COMPLETION TIME	FARGO 52ND AVE(SHEYENNE ST-63RD ST) 10/15/24 GRADING, SALVAGED BASE, PCC PAVEMENT,	UNIT		ENGINEERS ESTIMATE	INDUSTRIAL BUILDERS	PARK CONSTRUCTION CO	
ITEM DESCRIPTION	QUANTITY	BID PRICE	RANK 00	AMOUNT	BID PRICE	RANK 01	AMOUNT
ITEM DESCRIPTION	QUANTITY	BID PRICE	RANK 00	AMOUNT	BID PRICE	RANK 01	AMOUNT
622 STEEL H-PILING POINTS 12 X 53	62000	125000	775000	151000	936200	1004400	
622 STEEL H-PILE TIPS 14 X 73	56000	135000	756000	180000	1008000	1080800	
622 STEEL PILING HP 12 X 53	545000	55000	29975000	700000	38150000	40820500	
622 STEEL PILING HP 14 X 73	448000	65000	29120000	95000	42560000	45669000	
622 STEEL SHEET PILING	1738000	40000	69520000	42000	7299600	7821000	
624 RAILING	350000	125000	43750000	220000	7700000	850000	
702 MOBILIZATION	10000	1500000000	1500000000	1500000000	1500000000	1940000000	
704 FLAGGING	4000000	50000	200000000	65000	26000000	19640000	
704 TYPE III BARRICADE	4861000	30000	1458300	21750	1336775	2650	
704 PORTABLE CHANGEABLE MESSAGE SIGN	14000	3500000	49000000	1600000	5600000	1600000	
706 FIELD OFFICE	1000	20000000	20000000	50000000	2200000	5320000	
706 GAGGEGATE LABORATORY	1000	100000000	100000000	200000000	65000000	43200000	
706 CONTRACTOR'S LABORATORY	17000	225000	3825000	105000	2000000	47100000	
708 INLET PROTECTION-SPECIAL	17000	25000	425000	53000	357000	367200	
709 REMOVE INLET PROTECTION-SPECIAL	3609000	3500	1263150	3400	1227060	91970	
709 GEOSYNTHETIC MATERIAL TYPE G	17663000	2500	44157500	3500	6182050	12663150	
709 GEOSYNTHETIC MATERIAL TYPE R1	2350000	3000	7050000	4000	9640000	10862765	
709 GEOSYNTHETIC MATERIAL TYPE RR	628000	210000	13188000	157500	9891000	940000	
714 PIPE CONC REINF 15IN CL III-STORM DRAIN	1326000	175000	232050000	168000	22276800	8980400	
714 PIPE CONC REINF 18IN CL III-STORM DRAIN	2299000	155000	4634500	178500	5337150	25989600	
714 PIPE CONC REINF 21IN CL III-STORM DRAIN	48000	325000	15600000	630000	3024000	4485000	
714 PIPE CONC REINF 30IN CL III-STORM DRAIN	47000	175000	8225000	262500	1233750	1176000	
714 PIPE CONC REINF 36IN CL III-STORM DRAIN	1000	150000	150000	157500	157500	1560400	
714 END SECT-CONC REINF 18IN	1675000	140000	234500000	420000	70355000	300000	
714 PIPE PVC 24IN	5540000	10000	55400000	16900	9362600	63147500	
714 EDGE DRAIN NON PERMEABLE BASE	4000	4500000	18000000	31500000	12600000	9695000	
722 MANHOLE 48IN	2000	5000000	10000000	42000000	840000	2560000	
722 MANHOLE RISER 48IN	31040	300000	9312000	368000	1142272	1220000	
722 MANHOLE RISER 60IN	181130	350000	634550	710000	1287250	1055360	
722 MANHOLE STORM CONNECTION	1000	3800000	3800000	4200000	420000	1093259	
722 INLET-TYPE 2	4000	4500000	18000000	5200000	2100000	3580000	
722 INLET SPECIAL-TYPE 2 48IN	5000	4700000	23500000	7350000	3675000	1820000	
722 INLET SPECIAL-TYPE 2 DOUBLE 84IN	4000	11000000	44000000	18900000	3780000	3375000	
722 INLET SPECIAL BASIN	4000	3500000	14000000	3675000	1470000	3400000	
722 INLET SPECIAL CATCH BASIN	4000	4600000	18400000	10500000	1050000	1140000	
722 ADJUST GATE VALVE BOX	4000	5000000	20000000	4200000	1680000	1930000	
722 ADJUST GATE VALVE BOX	1000	8000000	8000000	2625000	262500	171600	
724 FITTINGS-DUCTILE IRON	207000	25000	5175000	310000	634700	788670	
724 GATE VALVE & BOX 6IN	1000	2800000	2800000	3150000	315000	271000	
724 GATE VALVE & BOX 6IN	1000	2800000	2800000	3150000	315000	271000	
724 RELOCATE GATE VALVE & BOX	1000	4200000	4200000	8400000	1450000	1450000	
724 HYDRANT-INSTALL 5IN	1000	6000000	6000000	1575000	840000	7540000	
724 HYDRANT-HYDRANT	1000	2500000	2500000	2625000	157500	608000	
724 PLUG 12IN WATERMAN	1000	500000	500000	2625000	262500	1550000	
724 WATERMAIN 6IN PVC	10000	75000	750000	1183750	1266000	1410000	
				1183750	183750	177900	

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
 Deputy Director For Engineering: 40
 AMARD TO: INDUSTRIAL BUILDERS INC
 WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.
 DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION		SHEET NO 3 OF 6		ABSTRACT OF BIDS RECEIVED					
PROJECT NO. SU-TMA-8-984(170)		NO. 23056		BIDDER ENGINEERS ESTIMATE		BIDDER INDUSTRIAL BUILDERS		BIDDER PARK CONSTRUCTION CO	
COUNTY & DATE		COMPLETION TIME		RANK 00		RANK 01		RANK 02	
CASS (017)		NOV 18, 2022 09:30AM		FARGO, ND		MINNEAPOLIS, MN		C.C. BOND	
LENGTH & TYPE		ITEM DESCRIPTION		RANK 00		RANK 01		RANK 02	
0.607		ITEM DESCRIPTION		RANK 00		RANK 01		RANK 02	
FARGO 52ND AVE(SHEYENNE ST-63RD ST)		ITEM DESCRIPTION		RANK 00		RANK 01		RANK 02	
10/15/24 GRADING, SALVAGED BASE, PCC PAVEMENT,		ITEM DESCRIPTION		RANK 00		RANK 01		RANK 02	
SPEC. NO.	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	
724	LF	1180000	1000000	118000000	21000000	24780000	216000	2548800	
724	EA	1000	2500000	2500000	3675000	3675000	7290000	7290000	
748	LF	8531000	30000	255930000	40200	34294620	45000	38389500	
748	SY	38000	1500000	57000000	1600000	6080000	1660000	6308000	
750	SY	9320000	75000	699000000	1150000	10766600	1180000	10997600	
750	SY	5230000	55000	287650000	56500	29549500	58700	30700100	
750	SY	3990000	60000	239400000	63000	25137000	67200	2681280	
750	SY	610000	1100000	671000000	1840000	11224000	2030000	12383000	
750	SY	3200000	55000	176000000	580000	18560000	590000	18880000	
750	SY	3480000	2500000	870000000	3650000	127020000	430000	1496400	
752	LF	5000000	5000	25000000	150000	7500000	67000	3350000	
754	LF	3240000	27500	891000000	22000	7128000	226000	7257600	
754	LF	1320000	25000	33000000	210000	2772000	2113000	2811600	
754	EA	2000000	1000000	2000000000	1210000	2420000	1220000	2440000	
754	EA	7090000	35000	225000000	190000	1347100	192000	1361280	
762	LF	5830000	35000	204050000	420000	24486000	385000	22445500	
762	LF	22640000	10000	226400000	126000	28526400	128000	28979200	
762	LF	3590000	40000	143600000	47250	16962750	385000	13382150	
762	LF	8360000	15000	125400000	126000	10533600	112000	9336320	
764	EA	1520000	50000	760000000	570000	8660000	575000	8740000	
764	EA	1000	2750000	2750000	3200000	3200000	3250000	3250000	
764	EA	930000	5000	46500000	32500	306250	32000	297800	
764	EA	2000	300000000	600000000	700000000	700000000	321000000	642000000	
770	EA	1000	735000000	735000000	940000000	940000000	954000000	954000000	
770	EA	1000	656000000	656000000	890000000	890000000	905000000	905000000	
770	EA	3000000	40000	1200000000	160000	4800000	1610000	4830000	
910	EA	23300000	150000	3495000000	1650000	384450000	1770000	412410000	
930	EA	2000	275000000	550000000	400000000	800000000	436100000	872200000	
930	EA	2640000	2500000	6600000000	2050000	54120000	2190000	57816000	
930	EA	1000	120000000	120000000	460000000	460000000	492000000	492000000	
930	EA	330000	6000000	1980000000	4450000	14685000	4760000	15708000	
930	EA	2045000	1200000	2454000000	4750000	97137500	5080000	103886000	
930	EA	2000	150000000	300000000	1250000000	2500000000	1338000000	2676000000	
930	EA	14650000	3500	512750000	2250	3296250	24000	3516000	
970	EA	1700000	5000	850000000	12600	2142000	130000	2210000	
970	EA	2540000	5000	1270000000	68000	17272000	70500	17987000	
970	EA	1000	700000000	700000000	500000000	500000000	797000000	797000000	
990	EA	1000	1000000000	1000000000	500000000	500000000	949000000	949000000	
TOTAL				1346588529	NO LIMIT	1885517884	NO LIMIT	1944370350	

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
 Deputy Director For Engineering: 41

AMARD TO: INDUSTRIAL BUILDERS INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION		SHEET NO. 4 OF 6		ABSTRACT OF BIDS RECEIVED	
PROJECT NO.	SU-TMA-8-984(I70)	BIDDER	AMOUNT	BID PRICE	AMOUNT
COUNTY & DATE	CASS (017) NOV 18, 2022 09:30AM	BIDDER	AMOUNT	BID PRICE	AMOUNT
LENGTH & TYPE	0.607	DAKOTA UNDERGROUND C	AMOUNT	BID PRICE	AMOUNT
COMPLETION TIME	10/15/24 GRADING, SALVAGED BASE, PCC PAVEMENT,	FARGO, ND	AMOUNT	BID PRICE	AMOUNT
SPEC. NO.	ITEM DESCRIPTION	C.C. BOND	RANK 03	C.C.	C.C.
NO.	UNIT	QUANTITY	BID PRICE	AMOUNT	AMOUNT
103	CONTRACT BOND	L SUM	86000000	86000000	86000000
108	CRITICAL PATH METHOD SCHEDULE	L SUM	20000000	20000000	20000000
201	REMOVAL OF TREES & BRUSH	L SUM	25000000	25000000	25000000
202	REMOVAL OF STRUCTURE PAVEMENT	L SUM	9500000000	9500000000	9500000000
202	REMOVAL OF CONCRETE	SY	17000	17000	17000
202	REMOVAL OF CURB & GUTTER	LF	12000	12000	12000
202	REMOVAL OF PAVEMENT	TON	30000	30000	30000
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	12031500	12031500	12031500
202	REMOVAL OF MANHOLES	EA	750000	750000	750000
202	REMOVAL OF CATCH BASIN	EA	150000	150000	150000
202	REMOVAL OF EXISTING RETAINING WALL	L SUM	15000000	15000000	15000000
203	COMMON EXCAVATION-TYPE A	CY	16270000	16270000	16270000
203	TOPSOIL	CY	15323000	15323000	15323000
203	COMMON EXCAVATION-SUBCUT	CY	35000	35000	35000
203	BORROW-EXCAVATION	CY	20000	20000	20000
203	SUBCUT AGGREGATE	CY	3366000	3366000	3366000
210	CLASS 1 EXCAVATION	CY	27648000	27648000	27648000
210	CLASS 2 EXCAVATION	CY	13464000	13464000	13464000
210	CHANNEL EXCAVATION	L SUM	192500000	192500000	192500000
210	FOUNDATION PREPARATION	L SUM	110000000	110000000	110000000
216	WATER	L SUM	3850000	3850000	3850000
230	SUBGRADE PREPARATION-TYPE A-12IN	M GAL	2684000000	2684000000	2684000000
251	SEEDING CLASS III	STA	50000	50000	50000
251	TEMPORARY COVER CROP	ACRE	4000000	4000000	4000000
252	SOD	ACRE	2070000	2070000	2070000
253	HYDRAULIC MULCH	ACRE	1125459	1125459	1125459
253	BONDED FIBER MATRIX	ACRE	134738	134738	134738
256	RIPRAP-GRADE II	SY	1405300	1405300	1405300
256	RIPRAP-SPECIAL	ACRE	98609	98609	98609
256	ROCK CHECK	ACRE	2963165	2963165	2963165
261	FIBER ROLLS 12IN	CY	5437	5437	5437
262	REMOVE FIBER ROLLS 12IN	CY	1720000	1720000	1720000
262	FLOTATION SILT CURTAIN	EA	137000	137000	137000
262	REMOVE FLOTATION SILT CURTAIN	EA	4027800	4027800	4027800
302	SALVAGED BASE COURSE	LF	6600000	6600000	6600000
411	MILLING PAVEMENT SURFACE	LF	3574515	3574515	3574515
430	COMMERCIAL GRADE HOT MIX ASPHALT	LF	42399	42399	42399
502	10IN NON REINF CONCRETE PVMT CL AE-DOMELED	LF	700	700	700
602	CLASS AAE-3 CONCRETE	LF	13200	13200	13200
602	CLASS AE-3 CONCRETE	LF	2200	2200	2200
602	CONCRETE BRIDGE APPROACH SLAB	CY	8000	8000	8000
602	SINGLE SLOPE BARRIER	SY	144000	144000	144000
602	PENETRATING WATER REPELLENT TREATMENT	TON	80000	80000	80000
604	PRESTRESSED BOX BEAM-21IN	SY	383000	383000	383000
612	REINFORCING STEEL-GRADE 60	CY	1350000	1350000	1350000
612	REINFORCING STEEL-GRADE 60-EPOXY COATED	LF	467000	467000	467000
616	STRUCTURAL STEEL	LBS	1660000	1660000	1660000
		L SUM	194630000	194630000	194630000
		L SUM	2470	2470	2470
		L SUM	93898000	93898000	93898000
		L SUM	55000000	55000000	55000000

INDUSTRIAL BUILDERS INC

AMOUNT TO: 42

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION			ABSTRACT OF BIDS RECEIVED		
PROJECT NO. SU-TMA-8-984(170)	SHEET NO. 5	OF 6	BIDDER	BIDDER	
COUNTY & DATE CASS (017) NOV 18, 2022 09:30AM	NO. 23036	BIDDER DAKOTA UNDERGROUND C OMpany	AMOUNT	AMOUNT	
LENGTH & TYPE 0.607		FARGO, ND	BID PRICE	BID PRICE	
COMPLETION TIME 10/15/24 GRADING, SALVAGED BASE, PCC PAVEMENT,		C.C. BOND RANK 03	AMOUNT	AMOUNT	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT
622	STEEL H-PILING POINTS 12 X 53	EA	62000	166000	10292000
622	STEEL H-PILE TIPS 14 X 73	EA	56000	198000	11088000
622	STEEL PILING HP 12 X 53	LF	5450000	77000	41965000
622	STEEL PILING HP 14 X 73	LF	4480000	104500	46815000
622	STEEL SHEET PILING	SF	1738000	46200	8029560
624	RAILING	LF	3500000	227000	7945000
702	MOBILIZATION	L SUM	10000	2820000000	2820000000
704	FLAGGING	MHR	4861000	60000	291660000
704	TRAFFIC CONTROL SIGNS	UNIT	18000	2750	1336775
704	TYPE III BARRICADE	EA	4000	165000	297000
706	PORTABLE CHANGEABLE MESSAGE SIGN	EA	1000	5500000	22000000
706	FIELD OFFICE	EA	1000	4500000	4500000
706	AGGREGATE LABORATORY	EA	1000	100000000	100000000
708	CONTRACTOR'S LABORATORY	EA	1000	100000000	100000000
708	INLET PROTECTION-SPECIAL	EA	17000	2200000	3740000
709	REMOVE INLET PROTECTION-SPECIAL	EA	3609000	55000	935500
709	GEOSYNTHETIC MATERIAL TYPE G	SY	17663000	31500	1263150
709	GEOSYNTHETIC MATERIAL TYPE R1	SY	2350000	3700	6535310
709	GEOSYNTHETIC MATERIAL TYPE RR	SY	1034000	4400	1034000
714	PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	628000	136000	85408000
714	PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	1326000	176000	23357600
714	PIPE CONC REINF 21IN CL III-STORM DRAIN	LF	2999000	160000	47840000
714	PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	48000	610000	29280000
714	PIPE CONC REINF 36IN CL III-STORM DRAIN	LF	47000	460000	21620000
714	END SECT CONC REINF 18IN	EA	1000	2700000	2700000
714	PIPE PVC 24IN	LF	1675000	346000	579550000
714	GEDRAIN NON PERMEABLE BASE	LF	5540000	16000	88640000
722	MANHOLE 48IN	EA	4000	3900000	15600000
722	MANHOLE 60IN	EA	2000	5400000	10800000
722	MANHOLE RISER 48IN	EA	31040	425000	13192000
722	MANHOLE RISER 60IN	EA	18130	685000	12419050
722	MANHOLE STORM CONNECTION	EA	1000	5000000	5000000
722	INLET-TYPE 2	EA	4000	5520000	22080000
722	INLET SPECIAL-TYPE 2 48IN	EA	5000	8025000	40125000
722	INLET SPECIAL-TYPE 2 DOUBLE 84IN	EA	2000	19800000	39600000
722	INLET SPECIAL-TYPE 2 DOUBLE 84IN	EA	4000	38600000	154400000
722	INLET SPECIAL-TYPE 2 DOUBLE 84IN	EA	1000	9800000	9800000
722	INLET SPECIAL CATCH BASIN 60IN	EA	4000	6000000	24000000
722	ADJUST GATE VALVE BOX	EA	1000	3000000	3000000
722	ADJUST SPRINKLER SYSTEM	LBS	207000	25000	5175000
724	FITTINGS-DUCTILE IRON	EA	1000	3350000	3350000
724	GATE VALVE & BOX 6IN	EA	1000	2200000	2200000
724	RELOCATE GATE VALVE & BOX	EA	1000	8200000	8200000
724	RELOCATE GATE VALVE & BOX	EA	1000	3200000	3200000
724	HYDRANT-INSTALL 5IN	EA	1000	1600000	1600000
724	HYDRANT-RELOCATE	EA	1000	1200000	1200000
724	ADJUST HYDRANT	EA	1000	1600000	1600000
724	PLUG 12IN WATERMAN	EA	1000	1200000	1200000
724	WATERMAIN 6IN PVC	LF	10000	1115000	11150000

INDUSTRIAL BUILDERS INC

AMOUNT TO: 43

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION			ABSTRACT OF BIDS RECEIVED				
PROJECT NO. SU-TMA-8-984(170)	SHEET NO. 6	OF 6	BIDDER	BIDDER	BIDDER		
COUNTY & DATE: CASS (017) NOV 18, 2022 09:30AM	NO. 25036	BIDDER DAKOTA UNDERGROUND C	AMOUNT	AMOUNT	AMOUNT		
LENGTH & TYPE: 0.607		FARGO, ND	BID PRICE	BID PRICE	BID PRICE		
COMPLETION TIME: 10/15/24 GRADING, SALVAGED BASE, PCC PAVEMENT,		C.C. BOND RANK 03	AMOUNT	AMOUNT	AMOUNT		
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT
724	WATERMAIN 8IN PVC	LF	118000	1300000	15340000		
724	CONNECTION TO EXISTING MAIN	EA	1000	7500000	7500000		
748	CURB & GUTTER-TYPE I	LF	8531000	360000	307116000		
748	VALLEY GUTTER-TYPE I 72IN	SY	380000	1500000	5700000		
750	PIGMENTED IMPRINTED CONCRETE	SY	932000	1250000	11650000		
750	SIDEWALK CONCRETE 5IN	SY	5230000	600000	313800000		
750	SIDEWALK CONCRETE 6IN	SY	3990000	700000	27930000		
750	CONCRETE MEDIAN NOSE PAVING	SY	610000	2180000	13298000		
750	DETECTABLE WARNING PANELS	SF	3200000	610000	19520000		
752	ORNAMENTAL FENCE	LF	3480000	3830000	133328400		
752	TEMPORARY SAFETY FENCE	LF	5000000	600000	3000000		
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	3240000	231000	748460		
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	1320000	220000	290400		
754	FLEXIBLE DELINEATORS-TYPE D	EA	2000000	1230000	2500000		
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	7090000	200000	1418000		
762	PREFORMED PATTERNED PVMT MK MESSAGE(GROOVED)	SF	5830000	400000	23320000		
762	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	LF	22640000	132000	2988480		
762	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	LF	3590000	400000	14360000		
762	PREFORMED PATTERNED PVMT MK 7IN LINE CONTRAST-GROOVED	LF	8360000	115500	965580		
764	W-BEAM GUARDRAIL	LF	1520000	591500	899080		
764	W-BEAM GUARDRAIL END TERMINAL	EA	10000	33500000	3350000		
764	REMOVE W-BEAM GUARDRAIL & POSTS	LF	930000	33000	30690		
764	ATTENUATING SYSTEM TL-3	EA	2000	360000000	720000000		
770	LIGHTING SYSTEM A	EA	10000	980600000	980600000		
770	LIGHTING SYSTEM B	EA	10000	930000000	930000000		
770	2IN DIAMETER RIGID CONDUIT-BRIDGE MOUNTED	LF	3000000	170000	5100000		
910	CONTROLLED DENSITY BACKFILL	CY	2330000	1815000	422895000		
930	SLIDE GATE	EA	2000	440000000	880000000		
930	GATE ACCESS PLATFORM	SF	2640000	2250000	5940000000		
930	BRIDGE BENCH MARKS	SET	10000	50600000	506000000		
930	ELASTOMERIC BEARING PAD	SF	330000	4895000	1615350000		
930	3IN EXPANSION JOINT STRIP SEAL	LF	2045000	5225000	10685125000		
930	ABUTMENT UNDERDRAIN SYSTEM	EA	2000	1375000000	2750000000		
930	ANTI-GRAFFITI COATING	SF	14650000	2470	3618055		
970	LANDSCAPE EDGING	LF	17000000	152000	2244000		
970	STONE MULCH	LF	2540000	71500	1816100		
970	LANDSCAPE PLANTINGS	L SUM	10000	81200000	81200000		
990	TEMPORARY ACCESS	L SUM	10000	1500000000	1500000000		
	TOTAL				2217790243		
				NO LIMIT			

AMOUNT TO: INDUSTRIAL BUILDERS INC

DATE OF AMOR: 44

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering



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Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email: feng@FargoND.gov
www.FargoND.gov

December 7, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-23-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, December 7th 2022, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-23-C1, located On 6th Ave N from 10th St N to Robert's St N. On 7th St N from the BNSF Rail Road Tracks to 7th Ave N. On 8th St N from 6th Ave N to 7th Ave N..

The bids were as follows:

Dakota Underground Co Inc	\$3,492,318.62
Master Construction Co Inc	\$3,500,622.80
Key Contracting Inc	\$4,035,224.05
Meyer Contracting, Inc.	\$4,262,533.81
Engineers Estimate	\$3,273,148.25

Private financial security is not needed.

No protests have been recieved.

This office recommends award of the contract to Dakota Underground Co Inc. in the amount of \$3,492,318.62 as the lowest and best bid.

Sincerely,

Tom Knakmuhs
Asst. City Engineer



Engineer's Statement Of Cost
Improvement District # BR-23-C1
Paving And Utility Rehab/Reconstruction

On 6th Ave N from 10th St N to Robert's St N. On 7th St N from
the BNSF Rail Road Tracks to 7th Ave N. On 8th St N from 6th
Ave N to 7th Ave N.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-23-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	Remove Manhole	EA	3.00	2,000.00	6,000.00
2	Remove Pipe All Sizes All Types	LF	841.00	25.00	21,025.00
3	F&I Manhole 4' Dia Reinf Conc	EA	4.00	9,800.00	39,200.00
4	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	841.00	240.00	201,840.00
5	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	654.00	106.00	69,324.00
6	Connect Sewer Service	EA	26.00	1,000.00	26,000.00
7	Connect Pipe to Exist Pipe	EA	2.00	2,000.00	4,000.00
8	Clean Pipe All Sizes All Types	LF	659.00	5.00	3,295.00
9	Eliminate Sewer Service	EA	6.00	5,000.00	30,000.00
Sanitary Sewer Total					400,684.00
Water Main					
10	Remove Pipe All Sizes All Types	LF	1,419.00	20.00	28,380.00
11	F&I Fittings C153 Ductile Iron	LB	2,140.00	13.00	27,820.00
12	F&I Hydrant	EA	4.00	6,950.00	27,800.00
13	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	85.00	105.00	8,925.00
14	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	156.00	115.00	17,940.00
15	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	262.00	125.00	32,750.00
16	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	466.00	140.00	65,240.00
17	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	1,382.00	151.00	208,682.00
18	F&I Gate Valve 4" Dia	EA	7.00	1,900.00	13,300.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	F&I Gate Valve 6" Dia	EA	7.00	2,200.00	15,400.00
20	F&I Gate Valve 8" Dia	EA	2.00	2,900.00	5,800.00
21	F&I Gate Valve 10" Dia	EA	1.00	4,600.00	4,600.00
22	F&I Gate Valve 12" Dia	EA	5.00	5,500.00	27,500.00
23	Furnish Temp Water Svc	EA	20.00	1,000.00	20,000.00
24	F&I Pipe w/GB 1" Dia Water Service	LF	311.00	102.00	31,722.00
25	F&I Pipe w/GB 1.5" Dia Water Service	LF	102.00	107.00	10,914.00
26	Bore Pipe 1" Dia Water Service	LF	40.00	102.00	4,080.00
27	Bore Pipe 1.5" Dia Water Service	LF	130.00	107.00	13,910.00
28	Rem & Repl CS & Box 1" Dia	EA	15.00	800.00	12,000.00
29	Rem & Repl CS & Box 1.5" Dia	EA	5.00	1,100.00	5,500.00
30	Connect Water Service	EA	20.00	875.00	17,500.00
31	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	0.01	1.00
Water Main Total					599,764.00
Storm Sewer					
32	Remove Manhole	EA	8.00	1,500.00	12,000.00
33	Remove Inlet	EA	9.00	1,000.00	9,000.00
34	Remove Pipe All Sizes All Types	LF	536.00	40.00	21,440.00
35	F&I Manhole 4' Dia Reinf Conc	EA	8.00	5,900.00	47,200.00
36	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	3.00	6,800.00	20,400.00
37	F&I Inlet - Single Box (SBI) Reinf Conc	EA	10.00	4,500.00	45,000.00
38	F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	29.00	132.00	3,828.00
39	F&I Pipe w/GB 15" Dia Reinf Conc	LF	491.00	132.00	64,812.00
40	F&I Pipe w/GB 18" Dia Reinf Conc	LF	337.00	136.00	45,832.00
41	F&I Pipe w/GB 21" Dia Reinf Conc	LF	69.00	175.00	12,075.00
42	Connect Pipe to Exist Pipe	EA	4.00	2,000.00	8,000.00
43	Connect Pipe to Exist Structure	EA	1.00	3,000.00	3,000.00
44	F&I Controlled Density Fill	CY	11.00	250.00	2,750.00
45	F&I Pipe w/GB 12" Dia Reinf Conc	LF	196.00	142.00	27,832.00
Storm Sewer Total					323,169.00
Paving					
46	Traffic Control - Type 1	LS	1.00	20,000.00	20,000.00
47	Construction Signing	SF	30.00	20.00	600.00
48	Temp Fence - Safety	LS	1.00	30,000.00	30,000.00
49	Salvage & Install Fence	LF	80.00	105.00	8,400.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	Remove Pavement All Thicknesses All Types	SY	7,574.00	18.00	136,332.00
51	Remove Curb & Gutter	LF	4,384.00	10.00	43,840.00
52	Remove Driveway All Thicknesses All Types	SY	1,255.00	15.00	18,825.00
53	Remove Sidewalk All Thicknesses All Types	SY	1,578.00	15.00	23,670.00
54	Subgrade Preparation	SY	8,771.00	5.00	43,855.00
55	F&I Woven Geotextile	SY	8,771.00	2.00	17,542.00
56	F&I Class 5 Agg - 12" Thick	SY	8,771.00	24.00	210,504.00
57	F&I Edge Drain 4" Dia PVC	LF	4,163.00	15.00	62,445.00
58	F&I Pavement 9" Thick Doweled Conc	SY	7,289.00	125.00	911,125.00
59	F&I Curb & Gutter Standard (Type II)	LF	4,440.00	30.00	133,200.00
60	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	45.00	450.00	20,250.00
61	F&I Sidewalk 4" Thick Reinf Conc	SY	1,894.00	70.00	132,580.00
62	F&I Sidewalk 6" Thick Reinf Conc	SY	81.00	80.00	6,480.00
63	F&I Det Warn Panels Cast Iron	SF	180.00	50.00	9,000.00
64	F&I Impressioned 4" Thick Reinf Conc	SY	104.00	150.00	15,600.00
65	F&I Driveway 6" Thick Reinf Conc	SY	1,350.00	80.00	108,000.00
66	F&I Casting Water Service	EA	1.00	300.00	300.00
67	Casting to Grade - w/Conc	EA	26.00	500.00	13,000.00
68	Casting to Grade - Blvd	EA	5.00	500.00	2,500.00
69	GV Box to Grade - w/Conc	EA	15.00	500.00	7,500.00
70	GV Box to Grade - Blvd	EA	6.00	300.00	1,800.00
71	Boulevard Grading	SY	5,167.00	8.00	41,336.00
72	Seeding Type C	SY	5,167.00	4.40	22,734.80
73	Mulching Type 1 Hydro	SY	5,167.00	0.80	4,133.60
74	Weed Control Type B	SY	5,167.00	0.10	516.70
75	Stormwater Management	LS	1.00	10,000.00	10,000.00
76	Inlet Protection - Existing Inlet	EA	32.00	200.00	6,400.00
77	Inlet Protection - New Inlet	EA	13.00	250.00	3,250.00
78	Temp Construction Entrance	EA	2.00	0.01	0.02
79	Remove Tree	EA	7.00	5,000.00	35,000.00
80	F&I Decid Tree 2" Dia	EA	20.00	850.00	17,000.00
81	F&I Casting - Inlet	EA	2.00	1,700.00	3,400.00
82	F&I Casting - Std Manhole	EA	1.00	1,400.00	1,400.00
83	F&I Casting - Floating Manhole	EA	1.00	1,300.00	1,300.00
84	Remove Landscaping	LS	1.00	8,000.00	8,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving Total					2,131,819.12
Street Lights					
85	Relocate Street Light	EA	1.00	1,100.00	1,100.00
86	F&I Base 6' Deep Reinf Conc	EA	1.00	1,550.00	1,550.00
87	Remove Base	EA	1.00	550.00	550.00
88	F&I Conductor #6 USE Cu	LF	411.00	2.50	1,027.50
89	F&I Innerduct 1.5" Dia	LF	75.00	13.20	990.00
Street Lights Total					5,217.50
Signing					
90	Relocate Sign Assembly	EA	1.00	110.00	110.00
91	F&I Sign Assembly	EA	12.00	100.00	1,200.00
92	F&I Sign Assembly & Anchor	EA	32.00	105.00	3,360.00
93	F&I Diamond Grade Cubed	SF	94.20	25.00	2,355.00
94	F&I High Intensity Prismatic	SF	99.40	20.00	1,988.00
Signing Total					9,013.00
Pavement Marking					
95	F&I Grooved Plastic Film 24" Wide	LF	118.00	60.00	7,080.00
96	Paint Epoxy Message	SF	468.00	29.00	13,572.00
97	Pavement Markings	LS	1.00	2,000.00	2,000.00
Pavement Marking Total					22,652.00
Total Construction in \$					3,492,318.62

Engineering	10.00%	349,231.86
Admin	4.00%	139,692.74
Legal	3.00%	104,769.56
Interest	4.00%	139,692.74
Contingency	5.00%	174,615.94
Misc. Costs		20,000.00
Total Estimated Costs		4,420,321.46
Sales Tax Funds - Infrastructure - 420		1,482,005.83
Utility Funds - Stormwater - 524		203,596.47
Utility Funds - Street Lights - 528		46,471.96
Utility Funds - Wastewater - 521		602,816.00
Utility Funds - Water - 501		843,936.00
Special Assessments		1,241,495.20
Unfunded Costs		0.00

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

Date: 12/07/2022



Thomas Knakmuhs
Assistant City Engineer

