

Executive Session at 4:45 p.m.

Roll Call.

**PLEASE NOTE:** The City Commission will convene at 4:45 p.m. and retire into Executive Session in the Red River Room to discuss negotiating strategy and/or to provide negotiating instructions to the City's attorneys or other negotiator and to consult with the City's attorneys regarding existing civil litigation between the City and Purdue Pharma. L.P. et al; said matter being authorized by North Dakota Century Code 44-04-19.1 subsections 2 and 9 as public discussion will create an adverse fiscal effect on the bargaining and/or litigation position of the City if discussions regarding offers to be made or accepted, negotiating strategy to be taken or legal consultation about negotiations or litigation were to occur in an open meeting.

Regular Meeting at 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, November 29, 2021).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 2nd reading and final adoption of the following Ordinances; 1st reading, 11/29/21:
  - a. Rezoning Certain Parcels of Land Lying in Maple Valley Fifth Addition.
  - b. Rezoning Certain Parcels of Land Lying in Fayland Industrial First Addition.
- 2. Gaming Site Authorizations:
  - a. Team Makers Club, Inc. at King Pinz.
  - b. Team Makers Club, Inc. at Lucky's 13 Pub (ownership change only).
- 3. Applications for Games of Chance:
  - a. Outdoor Adventure Foundation for a raffle and raffle board on 3/19/22.
  - b. Red River Valley Fraternal Order of Police for a raffle on 1/22/22.
- 4. Attorney Services Agreement with Serkland Law Firm, Ltd., Agreement for Legal Services with Erik R. Johnson & Associates, Ltd. and appoint City Attorney and Assistant City Attorneys.
- 5. Second Amendment to Lease Agreement with Downtown Community Partnership.
- 6. Agreement – Engineering Technician I with Anthony Arnold.

- Page 2
- Contract Amendment No. 1 with Houston Engineering in the amount of \$10,000.00 for Project No. MS-21-F0.
  8. Contract Amendment No. 3 with Houston Engineering in the amount of \$81,046.00 for Project No. FM-19-A0.
  9. Contract Amendment No. 4 with Houston Engineering in the amount of \$62,642.00 for Project No. FM-19-B0.
  10. Contract Amendment No. 2 with Houston Engineering in the amount of \$100,000.00 for Project No. FM-19-C0.
  11. Contract Amendment No. 4 with Houston Engineering in the amount of \$141,014.50 for Project No. FM-19-F0.
  12. Final Balancing Change Order No. 3 in the amount of \$9,465.50 for Project No. SR-21-A1.
  13. Negative Final Balancing Change Order No. 3 in the amount of -\$4,139.50 for Project No. SL-21-A1.
  14. Negative Final Balancing Change Order No. 3 in the amount of -\$25,220.00 for Project No. TR-21-A1.
  15. Agreement for Future Right of Way Use with Beyond Shelter, Inc.
  16. Amendment (First) to Master Services Agreement and Amendment (Second) to MS-19-A0 Construction Materials Testing Service Master Professional Services Agreement (Project No. MS-19-A0).
  17. Stockpile Access and Removal Agreement and Release, Hold Harmless and Indemnification Agreement.
  18. Memorandum of Agreement with the North Dakota Air National Guard.
  19. Amendment to Agreement for Services with Amanda Booher.
  20. Agreement for Services with the following:
    - a. Crystal Amundson.
    - b. Andrew Luistro.
    - c. Center Point Tactical LLC.
  21. Agreement with Richland County Health Department.
  22. Out of Grade pay for Troy Hannig effective 11/22/21.
  23. Resolution Approving Plat of Interstate Park Second Addition.
  24. Sole Source Procurement and Master Services Agreement Renewal with Reach Partners, Inc.
  25. Agreement with Fargo-Moorhead Metropolitan Council of Governments (MetroCOG) for Project Administration for the Housing Needs and Market Analysis for the Cass and Clay Counties.

- Page 26. Agreement and Contract Renewal with Azteca Systems, LLC – Cityworks.
27. Purchase Agreement with James P. Sabo for property located at 2414 7th Avenue North.
  28. Bid award for winter pruning operations (RFP21181).
  29. Bid awards for repair of body damage to City of Fargo vehicles (RFP21170).
  30. Bid award for 1, two-ton chipper truck (RFP21198).
  31. Amendment to the Joint Powers Agreement for Transit Support and Agreement for Transit Services with NDSU for the school year 2021-2022.
  32. Change Order No. 1 in the amount of -\$50,014.39 for the GTC Exterior Renovations (AFB21101).
  33. Bills.
  34. Memorandum of Offer to Landowner for Permanent Easement (Street and Utility) and Easement (Temporary Construction Easement) with Oak Grove Lutheran School (Improvement District No. BR-22-A0).
  35. Change Order No. 5 for an increase of \$5,043.98 for Improvement District No. BN-20-L1.
  36. Change Order No. 2 for reallocation of funds from Phase 3 to Phase 2 of the project (Improvement District No. BR-22-A0).
  37. Final Balancing Change Order No. 2 for an increase of \$23,031.31 for Improvement District No. BN-21-G1.
  38. Final Balancing Change Order No. 1 for an increase of \$13,950.82 for Improvement District No. BN-21-J1.
  39. Final Balancing Change Order No. 2 for an increase of \$32,313.43 for Improvement District No. BR-21-A1.
  40. Final Balancing Change Order No. 1 for an increase of \$57,532.68 for Improvement District No. PN-21-A1.
  41. Negative Final Balancing Change Order No. 3 in the amount of -\$40,875.16 for Improvement District No. AN-20-E1.
  42. Negative Final Balancing Change Order No. 3 in the amount of -\$96,528.33 for Improvement District No. BN-20-M1.
  43. Negative Final Balancing Change Order No. 1 in the amount of -\$37,284.04 for Improvement District No. BN-21-C1.
  44. Negative Final Balancing Change Order No. 2 in the amount of -\$70,463.43 for Improvement District No. BN-21-K1.
  45. Negative Final Balancing Change Order No. 2 in the amount of -\$147,061.66 for Improvement District No. PR-21-C1.

46. Negative Final Balancing Change Order No. 5 in the amount of -\$28,150.38 for Improvement District No. PR-21-G1.
47. Negative Final Balancing Change Order No. 4 in the amount of -\$33,053.46 for Improvement District No. UN-21-A1.
48. Bid awards for the following Improvement Districts:
  - a. No. BN-21-L1.
  - b. No. BN-22-A1.
  - c. No. BR-22-B1.
49. Create Improvement District No. BN-22-B.
50. Contract and bond for Improvement District No. BN-21-L1.

**REGULAR AGENDA:**

51. Presentation of a check from the Fargo Lions Club.
52. **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](http://FargoND.gov/VirtualCommission)).**
53. **\*Public Input Opportunity\* - PUBLIC HEARINGS - 5:15 pm:**
  - a. Transfer of Payment in Lieu of Tax Exemption (PILOT) from DFI Woodrow Wilson LLC to Graystoke Capital Woodrow LLC for 1222 4th Avenue North and 315 University Drive North.
  - b. Transfer of a Class "A" Alcoholic Beverage License from 518 Properties LLC d/b/a 518 Properties to 518 Properties LLC d/b/a Summit Restaurant and Night Club to be located at 4554 7th Avenue South.
  - c. Plat of Radio Addition a plat of part of the Northeast Quarter of Section 5, Township 138 North, Range 49 West of the Fifth Principal Meridian (5702 52nd Avenue South); approval recommended by the Planning Commission on 6/3/21.
54. COVID-19 Update.
55. Recommendation to approve the 2022 Capital Improvement Plan and the 2023 Utility Replacement and Street Reconstruction projects, as presented.
56. 2nd reading and final adoption of an Ordinance Relating to Massage Therapy Establishments.
57. Application for Abatement or Refund of Taxes #4509 for the Travelodge Hotel at 1407 35th Street South requesting a reduction in value for 2021 from \$1,507,100.00 to \$690,000.00.
58. Application for Abatement or Refund of Taxes #4511 for the Delta Hotel at 1635 42nd Street South requesting a reduction in value for 2019 from \$16,408,000.00 to \$10,738,765.00; 2020 from \$16,408,000.00 to \$10,141,323.00; and 2021 from \$13,946,800.00 to \$7,357,388.00.



Page 5 Application for Abatement or Refund of Taxes #4513 for the Candlewood Suites Hotel at 4017 17th Avenue South requesting a reduction in value for 2019 from \$5,837,000.00 to \$3,610,000.00; 2020 from \$5,837,000.00 to \$3,426,215.00; and 2021 from \$4,961,500.00 to \$2,757,217.00.

60. Application for Abatement or Refund of Taxes #4516 for the Quality Inn and Suites at 1415 35th Street South requesting a reduction in value for 2021 from \$1,866,600.00 to \$640,000.00.
61. Recommendation to adopt the Economic Development Incentives Policy and Guidelines.
62. Update on the Election and City Governance Task Force.
63. Applications for Property Tax Exemptions for Improvements Made to Buildings:
  - a. Darlene Burkhardtsmeier, 5010 Meadow Creek Drive South (3 year).
  - b. Kent and Amy Moser, 1932 Rose Creek Drive South (3 year).
  - c. Doug and Carma Holmstrom, 2707 30th Avenue South (3 year).
  - d. Steven and Dena Larson, 4621 Rose Creek Parkway South (3 year).
  - e. Michael and Ashley Campion, 3019 Peterson Parkway North (3 year).
  - f. Gregory and Sara Wald, 3019 Hickory Street North (3 year).
  - g. Mary Peyerl Revocable Trust, 2202 25 1/2 Avenue South (3 year).
  - h. James and Pat Lancaster, 1506 10th Street South (5 year).
  - i. Lisa and Kyle Ouradnik, 3512 Evergreen Road North (5 year).
  - j. Dustin and Jackie Patterson, 2807 Southgate Drive South (5 year).
  - k. Ryan and Jennifer Johnston, 3407 Par Street North (5 year).
  - l. Kenneth and Kimberly Anderson, 714 19th Avenue South (5 year).
  - m. Benjamin Geiger and Karissa OIstad, 1315 5th Street South (5 year).
  - n. Ted Rud, 1220 11th Avenue North (5 year).
  - o. Michelle Foss, 821 14th Street South (5 year).
  - p. Derek Harnish and Brenda Weiler, 1118 7th Street South (5 year).
  - q. Patrick and Katherine McIntyre, 3225 Longfellow Road North (5 year).
  - r. Gary and Diane Roeder, 410 22nd Avenue North (5 year).
  - s. Scott and Lisa Gail, 2617 38th Avenue South (5 year).
  - t. Christopher and Ashley Nilson, 4488 Oakcreek Drive South (5 year).
  - u. Mary Schimke, 2402 25 1/2 Avenue South (5 year).
  - v. Christopher and Doris Skrove, 2914 12th Street South (5 year).
  - w. Sigurd and Anita Folden, 1518 3rd Street North (5 year).
  - x. Thomas and Mary Klubberud, 2613 Eastgate Drive South (5 year).
  - y. Thomas Pence, 201 20th Avenue North (5 year).
  - z. Marcel and Yvonne Lepage, 2856 Hickory Street North (5 year).

64. Recommendation for appointments to the Board of Health.

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

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1a

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
2 LYING IN MAPLE VALLEY FIFTH ADDITION  
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the  
5 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain  
6 parcels of land lying in Maple Valley Fifth Addition to the City of Fargo, Cass County, North  
7 Dakota; and,

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
9 request on September 9, 2021; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on November  
11 29, 2021,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lot Two (2), Block One (1) of Maple Valley Fifth Addition to the City of Fargo,  
16 Cass County, North Dakota;

17 is hereby rezoned from "LC", Limited Commercial, District to "LC", Limited Commercial, District  
18 with a "C-O", Conditional Overlay, District as follows:

- 19 1. This Conditional Overlay is intended to provide for a higher quality of design than is  
20 afforded by the City of Fargo Land Development Code regarding future commercial  
21 development within the described property.
- 22 2. All primary buildings directly fronting 36<sup>th</sup> Street South shall be constructed or clad with  
23 materials that are durable, economically maintained, and of a quality that will retain their  
appearance over time, including, but not limited to, natural or synthetic stone; brick;  
stucco; integrally-colored, textured, or glazed concrete masonry units; high-quality pre-

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 stressed concrete systems; or glass. Natural wood or wood paneling shall not be used as  
2 a principal exterior wall material, but durable synthetic materials with an attractive  
3 appearance may be used.

- 4 3. Color schemes shall tie building elements together, related building pads within the same  
5 development to each other, and be used to enhance the architectural form of a building.  
6 Colors shall be subtle, have low reflectance quality, and shall be of neutral or earth tones.  
7 Brighter, metallic, or fluorescent colors shall be used as accents only.
- 8 4. All building façades fronting streets greater than 175 feet in length, measured  
9 horizontally, shall incorporate wall plane projections or recesses having a depth of at least  
10 three (3) percent of the length of the façade, extending at least 20 percent of the length of  
11 the façade. No uninterrupted length of façade shall exceed 175 horizontal feet. An  
12 articulated façade would emphasize elements on the face of the wall including change in  
13 setbacks, materials, roof pitch, or height.
- 14 5. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public  
15 view by parapets. The average height of such parapets shall not exceed one third of the  
16 height of the supporting wall, and such parapets shall not be of a constant height for a  
17 distance of greater than 150 feet.
- 18 6. Off-premise signs (billboards) and portable signs are prohibited.
- 19 7. Residential uses are prohibited.
- 20 8. Provisions for consistency, placement, sign scale in relationship to the building, and sign  
21 readability shall be considered in developing on-premise signs.
- 22 9. Outdoor storage of materials is prohibited.
- 23 10. The property shall not be used in whole or part for the storage of rubbish or debris of any  
kind whatsoever nor shall the property be used for the storage of any property or items  
that will cause the property to appear untidy, unclean, or unsightly as determined by the  
Zoning Administrator. No substance, item, or material may be kept on any lot within this  
zoning district that will emit foul odors, including compost sites and fertilizer.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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11. Dumpsters must be completely screened from view. Collection area enclosures shall contain permanent walls on at least three (3) sides. The fourth side shall incorporate a metal gate to visually screen the dumpster or compactor; however, if the service side does not face any public right-of-way or residentially zoned property the metal gate shall not be required.

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12. Parking:

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a. All off-street parking spaces, traffic circulation areas, and outdoor storage areas shall be paved with asphalt or concrete.  
b. All service vehicles must be parked either inside a structure or a screened/fenced area after business hours.  
c. No truck parking shall be allowed in any front setback or from any side of the development visible from residentially-zoned property.  
d. Parking requirements shall be the same as required for self-service storage.

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Section 2. The following described property:

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Lot One (1), Block One (1) of Maple Valley Fifth Addition to the City of Fargo, Cass County, North Dakota;

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is hereby retaining the base zoning of "LC", Limited Commercial, District.

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Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

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(SEAL)

Attest:

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Timothy J. Mahoney, M.D., Mayor

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

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

16

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

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

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on November 2, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on November 29, 2021,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Three (3), Block Two (2) of Fayland Industrial First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "GI", General Industrial, District to "LI", Limited Industrial, District.

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

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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

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(SEAL)

Attest:

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

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

First Reading:  
Second Reading:  
Final Passage:



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

(2a)

G - \_\_\_\_\_ (\_\_\_\_)\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

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

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

Name of Location <b>King Pinz</b>			
Street <b>3485 Jack's Way S</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>1/15/22</b>	Ending Date(s) Authorized <b>6/30/22</b>	Number of twenty-one tables if zero, enter "0": <b>2</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Entire 48 Lounge/Dining area, excluding restrooms</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>12/13/21</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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





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

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G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

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

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

Name of Location <b>Lucky's 13 Pub</b>			
Street <b>4301 17th Ave. S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>12/13/21</b>	Ending Date(s) Authorized <b>6/30/22</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Entire lounge/dining area, excluding restrooms</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>12/13/21</b>
<b>PRINT</b> Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 LICENSING SECTION  
 SFN 9338 (04-2020)

(30)

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

Games to be Conducted  
 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.*

Name of Organization or Group of People permit is issued to <b>Outdoor Adventure Foundation</b>	Dates of Activity <b>3-19-22</b>	If raffle, provide drawing date <b>3-19-22</b>	
Organization or Group Contact Person <b>BRIAN SOLUM</b>	Title or Position <b>PRESIDENT</b>	Telephone Number <b>701 361-1888</b>	
Business Address <b>415 38<sup>th</sup> St. S. Suite E</b>	City <b>FARGO</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) <b>HILTON GARDEN INN CONVENTION CENTER</b>			
Site Address <b>4351 17<sup>th</sup> Ave. S.</b>	City <b>FARGO</b>	ZIP Code <b>58103</b>	County <b>CASS</b>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Polaris ATV	7,995.00
Raffle Board	Custom Rifle	2,200.00
General Raffle	Sporting Goods	3,500.00
Raffle	Hunting Blind Package	1,400.00
Raffle Board	GUNS	4,600.00
Raffle	Ice House Package	1,200.00
Raffle Board	Custom Gun	1,800.00

Total (limit \$40,000 per year)    **22,695**

Intended Uses of Gaming Proceeds  
**Provide Hunting + Fishing Adventures for youth's diagnosed with Cancer + for 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)

Organization or Group Contact Person

Name <b>BRIAN SOLUM</b>	Title <b>PRESIDENT</b>	Telephone Number <b>701 361-1888</b>	E-mail Address <b>BRIANS@NDAG.ORG</b>
Signature of Organization or Group's Top Official <b>Brian Solum</b>		Title <b>PRESIDENT</b>	Date <b>12-1-21</b>



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 LICENSING SECTION  
 SFN 9338 (04-2020)

(36)

W 2500  
 ✓ 1753  
 25.00  
 12/8/21

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

Games to be Conducted  
 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.*

Name of Organization or Group of People permit is issued to <b>Red River Valley Fraternal Order of Police</b>		Dates of Activity <b>12/3/21-1/22/22</b>		If raffle, provide drawing date <b>1/22/22</b>	
Organization or Group Contact Person <b>Kerri Gortmaker</b>		Title or Position <b>Secretary</b>		Telephone Number <b>701-566-1091</b>	
Business Address <b>PO Box 962</b>		City <b>Fargo</b>		State <b>ND</b>	ZIP Code <b>58106</b>
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) <b>Scheels Arena</b>					
Site Address <b>5225 31 Ave S</b>		City <b>Fargo</b>		ZIP Code <b>58104</b>	County <b>Cass</b>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Dinner for 8 at Fargo Fire Dept	250
	Matthews VXR Bow	1100
	Apple 10.2 Inch iPad	329
	MN Wild Tickets	500
	Cash	500
	17" Blackstone Grill	175
	See Attachment for rest of prizes	2325

Total (limit \$40,000 per year)	<b>5719.00</b>
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Intended Uses of Gaming Proceeds  
**Hometown Heros Grants**

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: **8,000** (This amount is part of the total prize limit of \$40,000 per year)

Organization or Group Contact Person

Name <b>Kerri Gortmaker</b>	Title <b>Secretary</b>	Telephone Number <b>701-566-1091</b>	E-mail Address <b>kerrigortmaker@gmail.com</b>
Signature of Organization or Group's Top Official <i>Kerri Gortmaker</i>		Title <b>Secretary</b>	Date <b>12/6/21</b>



December 13, 2021

**To: Board of City Commissioners**  
**Fr: Michael Redlinger, Assistant City Administrator**  
**Re: Approve Attorney Services Agreement with the Serkland Law Firm; Approve Agreement for Legal Services with Erik R. Johnson & Associates, Ltd.; & Appoint City Attorney & Assistant City Attorneys**

**Background:** On November 22, 2021, the Finance Committee unanimously recommended the approval of two proposals from the Serkland Law Firm to provide Civil Legal Services and Prosecutorial Legal Services for the City of Fargo. The City Commission considered these recommendations on November 29, 2021, approved both Serkland Law Firm proposals, and authorized City staff to finalize agreement terms with the Serkland Law Firm and Erik Johnson, co-counsel. On December 7, 2021, the Finance Committee unanimously approved final agreement terms for the City Commission's consideration and approval this evening.

**Final Agreements:** Following the November 29, 2021 City Commission approval of the proposals, City staff, Serkland Law Firm representatives, and Erik Johnson worked collaboratively to finalize agreements. The terms contained in the proposed agreements are consistent with the November 5, 2021 Request for Proposals (RFP) submittals from Serkland Law Firm. Following approval by the City Commission, the current employees of Mr. Johnson's firm will transition to the Serkland Law Firm before the new agreement commences on January 1, 2022. Mr. Johnson will continue to provide services to the City of Fargo through a "co-counsel" agreement his firm will maintain with the City of Fargo and the Serkland Law Firm.

**Appointment of City Attorney & Assistant City Attorneys:** Per the Fargo Municipal Code (Article 4-01, Section 4-0102), the City Attorney is an officer of the City appointed by the Board of City Commissioners. In anticipation of the appointment of Nancy J. Morris as City Attorney as a member of the Serkland Law Firm, the City Attorney-designee has prepared a memorandum requesting the City Commission's approval of attorneys to serve in the capacity of Assistant City Attorneys for civil and prosecution services. This memorandum is attached for reference.

**Suggested Motion:** I move to approve the Serkland Law Firm Attorney Services Agreement and the Erik R. Johnson & Associates, Ltd. Legal Services Agreement. I further move to approve the appointment of Nancy J. Morris as City Attorney and the appointment of Assistant City Attorneys for civil and prosecution legal services described in the attached memorandum from the City Attorney-designee.

Attachments: Finance Committee Report of Action  
Attorney Services Agreement – Serkland Law Firm  
Agreement for Legal Services – Erik R. Johnson & Associates, Ltd.  
Appointment of Assistant City Attorneys Memorandum

REPORT OF ACTION

**FINANCE COMMITTEE**

**Project:** Attorney Services Agreement – Serkland Law Firm  
 Agreement for Legal Services – Erik R. Johnson & Associates, Ltd.

**Type:** Professional Services

**Location:** City of Fargo

**Date of Hearing:** Virtual Meeting – December 6-7, 2021

<u>Routing</u>	<u>Date</u>
City Commission	12/13/2021
Project File	N/A

Following City Commission approval of the Serkland Law Firm’s proposal to provide Civil and Prosecutorial Legal Services on November 29, 2021, City staff received proposed agreements from Serkland and Erik R. Johnson & Associates Ltd. for co-counsel services. Approval of these agreements is a final step to establishing new legal representation for the City of Fargo by January 1, 2022. Staff noted that the terms proposed in the agreements are consistent with the proposals submitted by the Serkland Law Firm on November 5, 2021 in the City’s Request for Proposals (RFP) process.

Electronic votes from the Finance Committee were received on December 6 and 7, 2021. The Finance Committee unanimously recommended approval of the Attorney Services Agreement with the Serkland Law Firm and the Agreement for Legal Services with Erik R. Johnson & Associates, Ltd.

**MOTION:**

On a motion by Grubb, seconded by Sprague, the Finance Committee voted unanimously, via electronic vote, to recommend and approve the Attorney Services Agreement with the Serkland Law Firm and the Agreement for Legal Services with Erik R. Johnson & Associates, Ltd. for the City Commission’s consideration on December 13, 2021

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
	<u>(Electronic Vote)</u>			<u>X</u>
				<u>Proxy</u>
Tim Mahoney, Mayor	<u>X</u>	<u>X</u>		
Dave Piepkorn, City Commissioner	<u>X</u>	<u>X</u>		
Bruce Grubb, City Administrator	<u>X</u>	<u>X</u>		
Mike Redlinger, Assistant City Administrator	<u>X</u>	<u>X</u>		
Kent Costin, Director of Finance	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		
	<hr/>			
	Tim Mahoney, Finance Committee Chair			

**ATTORNEY SERVICES AGREEMENT**

This agreement is made and entered into as of the Effective Date set forth herein by and between the city of Fargo, North Dakota, a municipal corporation ("City"), and the Serkland Law Firm, LTD., a Professional corporation ("Serkland").

**Recitals**

1. City desires to enter into an agreement with Serkland to serve in the capacity of the City Attorney's Office for the provision of complete legal services to the City. City and Serkland desire to establish a stable and flexible long term contractual relationship in which the City can recognize pricing efficiencies for legal services and Serkland is able to provide the necessary resources and personnel to provide quality legal services to City in a thoughtful and cost-effective manner.
2. Serkland has been selected by the board of city commissioners pursuant to a Proposal in response to a public Request for Proposals to provide the Civil and Prosecution Services to City for a period of five years, commencing on January 1, 2022.
3. Serkland has proposed and City accepts such proposal by which Nancy J. Morris is appointed as the City Attorney, Ian Mclean as the First Assistant City Attorney and Managing Prosecutor, and Will Wischer as the Chief Prosecutor, as well as numerous support attorneys for both the Civil and Prosecution Services to be identified as Assistant City Attorneys. The board of city commissioners has determined that the designated City Attorney and Assistant City Attorneys meet all necessary qualifications and requirements to provide quality legal services to City.
4. Serkland and City acknowledge that this agreement does not create an employment relationship, but defines a relationship between the City and Serkland that those officers and employees, including the designated City Attorney and Assistant City Attorneys, are in fact independent contractors of the City.
5. Erik Johnson, of Erik R. Johnson & Associates, Ltd., a North Dakota professional corporation ("ERJ Law Firm"), has represented the City in various roles since 1985, serving as the City Attorney from January 1, 2007, until his resignation as the City Attorney effective December 31, 2021. It is the desire of Serkland and the City that Erik Johnson should continue providing the City and Serkland with the benefit of his experience and knowledge as to the City's legal matters and Erik Johnson wishes to continue serving the City as an Assistant City Attorney and, as such, that Erik Johnson remain available to serve in such capacity and that the City and ERJ Law Firm enter into a separate agreement for such purposes.

**Agreement**

Now therefore, for good and legal consideration hereby acknowledged, the parties hereto agree as follows:

1. **Effective Date and Term.** The provisions of this agreement shall take effect and commence January 1, 2022, (the "Effective Date"), and shall extend for a term ending December 31, 2026, subject to this Agreement being terminable as provided in paragraph 14 below.
  
2. **Personnel.** The parties agree that as of the effective date hereof, Nancy J. Morris ("Morris" or "City Attorney") shall be appointed as the City Attorney. Serkland Law Firm shall be designated as the City Attorney Office, and shall use such letterhead as appropriate to represent the City in all legal matters. Serkland may engage member attorneys who may be designated as Assistant City Attorneys from time to time. It is understood and agreed that Serkland will recognize the City as the client.

City and Serkland recognize that the City may require legal expertise beyond the scope of the City Attorney's Office personnel, or special counsel for legal services for roles contemplated herein. Subject to the concurrence or recommendation of the City Administrator or designee, the City shall retain such additional consultants, experts or counsel as Serkland deems necessary to implement the objectives and programs of City, unless otherwise agreed to by the parties for the provision of particular services which Serkland may engage approved counsel without prior approval as to each matter.

Serkland, as the City Attorney's Office will endeavor to avoid conflicts of interest. In such matters that a conflict arises which prohibits Serkland from representing the City pursuant to the North Dakota Rules of Professional Conduct or other applicable law, Serkland will advise City of such conflict and assist City in securing alternate counsel for that particular matter.

3. **Legal Services.** The City Attorney's Office shall perform all general legal services, including, but not limited to, preparation of legal opinions, ordinances, contracts, leases and other documents; review of contracts; attendance at meetings (City Commission, Pension Board, Planning Commission and others); and provide legal advice to the board of city commissioners, city staff and advisory boards. The scope of these services include litigation and administrative hearings regarding routine city matters, such as challenges of action by the board of city commissioners or city employees; provided, however, that those matters which are hereinafter described as "extra services" shall be compensated separately as described below. For all general legal services provided by the City Attorney's Office to the City as described above, City shall pay to the City Attorney's Office a monthly base sum for the City Attorney's Office work (excluding prosecution services) that is based upon the annualized base sum of \$1,092,000.00. The annual base sum shall be paid to Serkland in twelve equal installments commencing on January 1, 2022. Serkland will charge the City directly for any online research charges.

The City Attorney's Office and the City agree to review said work and determine if it is appropriate to adjust such payments contemplated herein should the hours of service reflect a gross disparity in the compensation due to Serkland, or conversely, paid to Serkland. The parties intend to conduct such review at such time or times as may be appropriate, the mid-year review of the budget being one such time. To the extent that hours of City Attorney services accumulate during a calendar year at such a pace that the 3,200 base hours for Principals and 2,000 base hours for Associates threshold is likely to be exceeded, the City Attorney's Office and the City agree to review whether monthly or quarterly payments should be made for some or all of the excess amount of work rather than waiting until year-end for such payment. In addition, in the event that the demand by the City for legal services from the City Attorney's Office becomes such that additional lawyer personnel is necessary to meet said demand, the City and City Attorney's Office will discuss such arrangements and appropriate financial adjustments to accommodate such additional lawyer personnel services.

4. **Prosecution Services.** The City Attorney's Office will be responsible for prosecution of all criminal matters on behalf of City, including municipal court trials, district court trials and appeals to the North Dakota Supreme Court. For all Prosecution Services provided by the City Attorney's Office, the City will be responsible for the retainer amount of \$337,500, which equates to an estimated 50 hours per week at an hourly rate of \$135/hour for attorney services provided. In addition, City shall be responsible for all costs, including salaries and benefits provided by the City Attorney's Office to personnel other than attorneys, and including all office space, computers, equipment and supplies for such prosecution services.

City shall hold harmless and indemnify the City Attorney's Office for any claims, demands or lawsuits resulting from unemployment compensation claims, workers' compensation claims and allegations of wrongful termination. This obligation shall survive the termination of this Agreement.

City has previously identified a budget for the City Prosecution Office in the 2022 Budget. The City Attorney Office has proposed a revision to the budget, which proposal has been accepted by City. Thus, City has agreed to make arrangements for payment to the City Attorney's Office to provide advance reimbursement for expenses to be borne for such Prosecution Services, including the estimated legal services to be provided. The budget amount for Prosecution Services shall be adjusted, from time to time, to provide cost-of-living adjustments, or other relevant factors. The parties will identify a sum to be included in each annual budget (starting with the budget for 2023) to be paid to the City Attorney's Office as general compensation for the overall responsibility and oversight of the Prosecution Office and its personnel. In addition, City shall pay Serkland a management fee in the amount of 2% of actual costs. Actual costs are estimated to be in the amount of \$250,000. City shall provide, at City's expense, suitable office space to house the prosecution services, including space for support staff. The City Attorney's Office intends to employ three city prosecutors, however, additional attorneys may be needed, from time to time, to provide coverage for prosecution activities when multiple prosecutors are needed to cover appearances in various courtrooms (i.e. when



simultaneous appearances are needed in three or four courtrooms (municipal court and district court) at the same time).

The City Attorney's Office is authorized to make arrangements with additional attorneys to provide such coverage, including reasonable compensation therefore, and the City Attorney's Office will apprise the City as to those arrangements. The cost of such additional prosecution coverage shall be part of the City's obligation, above-referenced, to be responsible for all costs of prosecution.

Serkland will also handle appeals of prosecution matters to the North Dakota Supreme Court and fees for legal services related to such appeals shall be at a rate of \$160 per hour for both Principal or Associate lawyer services. Serkland will charge the City directly for any online research charges, as well as filing fees and other expenses.

5. **Litigation Services.** Subject to those matters that are handled through City's coverage with the North Dakota Insurance Reserve Fund (NDRIF) and NDRIF's resulting obligation to provide defense for certain claims and lawsuits against the City, the City Attorney's Office is responsible for legal services involving actual and threatened litigation in which City is a party. City understands and agrees that Litigation Services may be provided by Serkland lawyers, such services separate and apart from the City Attorney's Office commitment herein. Such litigation assignments shall be made by the City Attorney's Office designated attorneys, with the consent and approval of the City, and such litigation will continue to be overseen by the City Attorney's Office. Further, the City Attorney's Office may engage consulting attorneys on various areas of specialty and City may also use such consulting attorneys for litigation purposes as well, as City deems appropriate.
6. **Affiliated Entities.** The City Attorney's Office is asked to provide legal services, from time to time, for other public entities that may be affiliated with the City but that may have their own budgets or sources of revenue, such entities including the Fargo Housing and Redevelopment Authority (Fargo HRA) or the Red River Regional Dispatch Center. Such legal services are referred to as "extra services". Said "extra services" also include legal services related to special assessments or other matters which are typically paid from an outside source such as a special improvement district. To the extent that there is such a source of funds to provide compensation, such matters shall be compensated as "extra services". Payment for "extra services" shall be at an hourly rate, upon submission of a bill from Serkland to the appropriate agency (i.e. HRA) or to the City, as the case may be. The hourly rate shall be \$250/hour for principal attorneys and \$200/hour for associate attorneys performing the services. Hourly rates are subject to change upon yearly review.
7. **Erik Johnson as Assistant City Attorney and Co-Counsel.** Erik Johnson, of ERJ Law Firm, has entered into a separate agreement with City of even date hereof, which agreement provides that Erik Johnson will be available to serve as a resource for the City and for Serkland (the City Attorney Office). It is expected, however, that in addition to serving as such resource, it is anticipated and expected that Erik Johnson will have direct

involvement with specific City Departments and/or City projects which are more thoroughly detailed in the City's agreement with ERJ Law Firm.

Serkland acknowledges to the City the benefit of ERJ Law Firm and Erik Johnson serving as such a resource. The City recognizes and agrees that Serkland and ERJ Law Firm are authorized to serve the City as co-counsel and the two firms are authorized to work collaboratively on City matters as they may deem appropriate, in their professional judgment.

8. **Office Space, Supplies and Insurance.** The City Attorney's Office shall be responsible for providing office space and clerical supplies necessary to complete the work under the terms of this contract; excluding the expenses of Prosecution Services, which will be fully borne by the City as provided above.

Serkland shall be responsible for securing and maintaining professional liability insurance for all Serkland attorneys providing legal services to City, and to provide City with proof of such insurance. Any changes in the insurance carrier, limits, terms and conditions shall be provided to City. This provision shall survive the termination of this agreement.

9. **Legal Assistants and Clerical Work.** City shall be responsible for paralegal services provided at a rate of \$130/hour. Further, except as otherwise specified herein, the City Attorney's Office shall be responsible for providing all secretarial and clerical assistance necessary to perform all services required by this contract.

10. **Expenses.** The City shall be responsible for payment of all out-of-pocket expenses including recording fees, filing fees, and expenses for long distance telephone calls, city attorney stationery, and photocopying, as well as travel related costs and travel on authorized city-related business.

11. **International Municipal Lawyers Association.** City shall be responsible for the Municipal Membership in the International Municipal Lawyer's Association (IMLA). City shall also be responsible for the cost of a "Kitchen Sink" distance learning subscription for Continuing Legal Education seminars available from IMLA. City shall be directly responsible for all expenses for attendance at the annual IMLA conference, including registration, travel, lodging and meals for up to four Serkland attorneys.

12. **Independent Legal Judgment.** Nothing in this agreement shall be construed to interfere with or otherwise affect the rendering of services by the City Attorney's Office in accordance with the independent professional judgment of the City Attorney's Office. The City Attorney's Office shall require its personnel to perform the services rendered in accordance with accepted principles of legal practice in the state of North Dakota. The City Attorney's Office personnel are subject to the rules and regulations of any and all licensing and professional organizations or associations which those personnel may, from time to time, belong and the laws and regulations governing the practice of law in the state of North Dakota.

- 13. **Controlling Law and Binding Effect.** This agreement shall be controlled by the laws of the state of North Dakota and shall be binding upon the parties, their successors and assigns; provided that the City Attorney's Office may not assign this contract without express written consent of the City.
- 14. **Termination for Cause or Convenience.** This agreement shall be terminable for cause by either party upon 30 days' notice. Termination for convenience of the parties shall be accomplished with not less than 180 days' notice.
- 15. **Modification.** This agreement contains the entire agreement of the parties. It may be modified by writing signed by the parties, approved by the board of city commission, except as to rate changes and actual compensation adjusted for cost-of-living increases addressed herein.
- 16. **Notice.** Delivery by U.S. Mail, postage prepaid to the following addresses shall constitute notice:

**City of Fargo  
Attn: City Administrator  
225 4th St. N.  
Fargo, ND 58102**

**Serkland Law Firm  
Attn: Jane Dynes  
10 Roberts St. N.  
Fargo, ND 58102**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**CITY OF FARGO,**  
a North Dakota Municipal Corporation  
**By:** Timothy J. Mahoney, M.D.  
**Its:** Mayor

**Attest:**

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
**SERKLAND LAW FIRM, LTD,**  
a North Dakota Professional Corporation  
**By:** Jane L. Dynes  
**Its:** President

## AGREEMENT FOR LEGAL SERVICES

### City of Fargo and Erik R. Johnson & Associates, Ltd.

This agreement is made and entered into as of the Effective Date set forth herein by and between the City of Fargo, a North Dakota municipal corporation, (“City”) and Erik R. Johnson & Associates, Ltd., a North Dakota professional corporation, of Fargo, North Dakota (“ERJ Law Firm”).

#### RECITALS:

A. Erik Johnson, of Erik R. Johnson & Associates, Ltd., a North Dakota professional corporation (“ERJ Law Firm”), has represented the City in various roles since 1985 and has served as the City Attorney from January 1, 2007, until his resignation and retirement as the City Attorney effective December 31, 2021.

B. The City has entered into an agreement with the Serkland Law Firm, Ltd., a North Dakota Professional corporation (“Serkland”), the effective date of which is January 1, 2022, for the providing of legal services for the City as the City’s City Attorney Office, with Nancy J. Morris, of Serkland, being appointed as the City Attorney, which appointment is to commence January 1, 2022.

C. It is the desire of Serkland and the City that Erik Johnson should continue providing the City and Serkland with the benefit of his experience and knowledge as to the City’s legal matters and Erik Johnson, having decided to retire in order to reduce the scope of his responsibilities and to gain greater flexibility in his schedule, wishes to continue such legal representation of the City so long as the City provides a sufficient amount of work to permit him to not retain other legal work. The City is willing to retain ERJ Law Firm so that Erik Johnson remains available to serve the City as an assistant city attorney and as co-counsel with Serkland.

D. The parties wish to memorialize the terms for legal representation of the City by Erik Johnson as co-counsel with Serkland.

1. Term--Annual Renewal: This agreement shall extend for a term commencing January 1, 2022, and extending for an initial term of two years, ending December 31, 2023. This agreement may be extended thereafter for one-year terms by mutual agreement of the City and ERJ Law Firm. Both the initial term and subsequent extensions thereof are subject to termination as provided in paragraph 9, below.

2. General Scope of Legal Services-Co-counsel with Serkland. Erik Johnson will be available to serve as a resource for the City and for the City Attorney Office (Serkland) and to provide his services accordingly in the same manner as he has provided such services to the City over the years, albeit reduced in the volume of the legal services and flexibility in the location from which services may be provided. Serkland and ERJ Law Firm are authorized to serve the City as co-counsel and the two firms are authorized to work collaboratively on City matters as they may deem appropriate, in their professional judgment. It is the expectation that Erik Johnson will have direct involvement in the following City Departments and/or City projects:

- a. Department of Strategic Planning and Research – consult with Department regarding disposal of City-owned property, TIF Development projects and related agreements, agreements for public/private partnership (P3) project development (including Renaissance Zone benefits, PILOTS and tax increment financing components for such projects).
- b. Planning Department – consult with Community Development “division” of the Planning Department (the housing and loan division) and provide support as appropriate and necessary for the “zoning and platting” division.
- c. Finance – consult with Finance Director and City staff as needed, particularly regarding municipal debt issues and matters of public finance of projects but, of course, not serving as bond counsel in any manner.
- d. Airport – the Municipal Airport Authority is expected to be separated from the City’s HR, Finance and IT services by 2021 year-end. To the extent that follow up is needed, it is expected that Erik Johnson will provide support to the City.
- e. Fargodome – Erik Johnson would continue to support and be involved in special projects in which he is already engaged.

3. Retention of Erik Johnson by City. It has been estimated that the City will request legal services from Erik Johnson, of the ERJ Law Firm, of a minimum of 300 hours of legal services per year during the term of this agreement, and any extensions thereof. The City wishes to retain ERJ Law Firm for said services of Erik Johnson and ERJ Law Firm agrees to make Erik Johnson available for such services. As a retainer, the City shall remit to ERJ Law Firm the sum of Five Thousand Eight Hundred Seventy-Five and no/100 Dollars (\$5,875) per month, payable on or before each month end during the term, and any extensions, hereof. Said monthly retainer payment is calculated as being equal to the estimated 300 hours per year divided by 12 months and multiplied by \$235/hour--the "Principal" hourly rate as is described in the City's agreement with Serkland of even date hereof. Said monthly remittance is not a deposit but is a payment for the retention of services of ERJ Law Firm and Erik Johnson and in return for ERJ Law Firm and, in turn, Erik Johnson being available to provide such legal services to the City during the term of this agreement. In the event that Erik Johnson provides more than 300 hours of general legal services for the year the City will, upon the invoicing for such services, remit payment at the same "Principal" hourly rate as and for said services. The parties will coordinate arrangements for periodic invoicing of, and payment for, such additional legal services as appropriate. The monthly retainer amount shall be adjusted from time to time as the hourly rate established for Principal attorneys is adjusted in the agreement for city attorney services between Serkland and the City. The payment of this retainer on a monthly basis in return for ERJ Law Firm making Erik Johnson available for City legal services will permit Erik Johnson—and ERJ Law Firm--to refrain from seeking or accepting other clients who are likely to have significant business dealings with, or who may seek City project approval from, the City; however, ERJ Law Firm is not precluded from taking clients other than the City and it is recognized that, from time to time, a conflict of interest may arise that would require ERJ Law Firm and Erik Johnson to address such conflict in a manner consistent with professional ethical cannons. Erik Johnson is permitted to deliver services from a remote location so long as he is able to suitably and adequately serve the City.

4. City "Extra" Legal Services. To the extent that there is a source of funds to provide compensation for legal services, such as from a special improvement district, a

source of sales tax revenue, or from administrative fees, including legal fees, charged to certain special projects, the City will make payment directly to the ERJ Law Firm for said work in addition to the monthly retainer above at the City “extra” hourly rate as specified in the city attorney services agreement between the City and Serkland.

5. Expenses. The City shall be responsible for payment of all out-of-pocket expenses including recording fees, filing fees, and expenses for long distance telephone calls, city attorney stationery, and photocopying, as well as travel related costs and travel on authorized city-related business.

6. International Municipal Lawyers Association. The parties recognize that in the City’s separate agreement with Serkland for City Attorney Office legal services, the City will be responsible for membership in the International Municipal Lawyer's Association (IMLA) for certain of Serkland attorneys and the City is to be responsible for the cost of a “Kitchen Sink” distance-learning annual subscription for continuing legal education seminars available from IMLA. The City will arrange for the inclusion of Erik Johnson, as an assistant city attorney, in said membership with IMLA and in Erik Johnson’s participation with said “Kitchen Sink” subscription, it being understood that IMLA’s membership fee charged is not based upon a per-attorney charge but is based upon the population of the applicable city and that subscription fees for the “Kitchen Sink” cover the member-city’s attorneys, regardless of number. The City will not be responsible for any expenses incurred by ERJ Law Firm or Erik Johnson’s physical attendance at the annual IMLA conference, unless separate arrangements for the same are approved by the City in advance.

7. Independent Legal Judgment. Nothing in this agreement shall be construed to interfere with or otherwise affect the rendering of services by ERJ Law Firm in accordance with the independent professional judgment of Erik Johnson and ERJ Law Firm. ERJ Law Firm will perform the services rendered in accordance with accepted principles of legal practice in the state of North Dakota.

8. Controlling Law and Binding Effect. This agreement shall be controlled by the laws of the state of North Dakota and shall be binding upon the parties, their

successors and assigns; provided that the City Attorney's Office may not assign this contract without express written consent of the City.

9. Termination for Cause or Convenience. This agreement shall be terminable for cause by either party upon 30 days' notice. Termination for convenience of the parties shall be accomplished with not less than 180 days' notice.

10. Modification. This agreement contains the entire agreement of the parties. It may be modified by written agreement of the parties.

11. Notice. Delivery by U.S. Mail, postage prepaid to the following addresses shall constitute notice:

City of Fargo	Erik R. Johnson & Associates, Ltd.
Attn: City Administrator	Attn: Erik Johnson
225 4 <sup>th</sup> Street North	608 24 <sup>th</sup> Ave S.
Fargo, ND 58102	Fargo ND 58103

12. Successors and Assigns. This agreement shall be binding on and inure to the benefit of the parties hereto and the assigns, personal representatives, heirs, and successors of the parties.

13. Recitals. The parties acknowledge the accuracy of the recitals to this agreement and said recitals are hereby incorporated herein by reference.

14. Effective Date. This agreement shall take effect on January 1, 2022 (the "Effective Date").

[Remainder of page blank – execution pages to follow]



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

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

Attest:

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

**Erik R. Johnson & Associates, Ltd.**  
a North Dakota Professional Corporation

by: \_\_\_\_\_  
Erik R. Johnson, President

MEMO

To: Board of City Commissioners

From: Nancy J. Morris



Re: Appointment of Assistant City Attorneys

Date: December 7, 2021

Mayor and Commissioners,

In anticipation of my appointment as City Attorney to the city of Fargo as a member of the Serkland Law Firm effective on January 1, 2022, it is my honor and pleasure to continue to serve the city of Fargo, and respectfully request your consent to the appointment of the following attorneys to serve in the capacity of Assistant City Attorneys, for both civil and prosecution legal services:

Ian Mclean

Alissa Farol

William Wischer

Kasey McNary

James Maring

Jane Dynes

Morgan Croaker

Erik Johnson

John Olson (Special Assistant City Attorney for Legislative Services)

Thank you for your consideration of these appointments in advance of the New Year. I am confident that this action will promote a smoother transition and ensure no gap in legal services to the city of Fargo.

Please do not hesitate to contact me if you have any questions, comments or concerns.

Nancy J. Morris

Nancy J. Morris

Assistant City Attorney- Fargo

505 Broadway, Suite 206

Fargo, ND 58102

(701) 280-1901



December 13, 2021

**To: Board of City Commissioners**  
**Fr: Michael Redlinger, Assistant City Administrator**  
**Re: Downtown Community Partnership (DCP) Lease Agreement Amendment #2 – Civic Center Offices**

The Downtown Community Partnership (DCP) currently leases office space from the City of Fargo in the Fargo Civic Center. The current lease agreement expires on December 31, 2021, and the DCP desires to extend the agreement for an additional one-year period (January 1, 2022 – December 31, 2022).

On September 4, 2020, the City and DCP executed an Amendment to the Lease Agreement (“Amendment #1”) that restructured the monthly lease rate and common area maintenance (CAM) charge to collect deferred rent due to the COVID-19 pandemic. At this time, the DCP is current on all payments owed to the City and is in good standing.

*Proposed Term*

It is proposed that the current lease agreement be extended through December 31, 2022. The monthly lease rate in 2022 will be \$924.38, and the monthly CAM charge will be \$369.75. The Finance Committee approved Lease Agreement Amendment #2 on November 22, 2021, and the DCP approved on December 7, 2021 (attached).

**Suggested Motion:** Approve Lease Agreement Amendment #2 between the City of Fargo and Downtown Community Partnership.

Attachment: November 22, 2021 Finance Committee Report of Action  
Lease Agreement Amendment #2 – City of Fargo/Downtown Community Partnership

REPORT OF ACTION

**FINANCE COMMITTEE**

**Project:** Amendment #2 to Downtown Community Partnership (DCP) Lease Agreement – Civic Center Offices

**Type:** Lease Agreement (Amendment #2)

**Location:** Civic Center

**Date of Hearing:** November 22, 2021

<u>Routing</u>	<u>Date</u>
City Commission	12/13/2021
Project File	N/A

The Finance Committee received an update from staff regarding a request from the Downtown Community Partnership to extend its current lease agreement for office space at the Fargo Civic Center. The City of Fargo is agreeable to allowing the DCP to extend this lease by one (1) additional year. The Finance Committee suggested a reasonable increase in the 2022 monthly lease rate, and Common Area Maintenance (CAM) charge, should be included in Lease Agreement Amendment #2.

The Finance Committee discussed the request and unanimously approved, authorizing City staff to draft Lease Agreement Amendment #2 with the City Attorney’s Office.

**MOTION:**

On a motion by Piepkorn, seconded by Grubb, the Finance Committee unanimously approved the proposed amendment to the DCP lease agreement contingent on the inclusion of a reasonable lease rate and CAM charge increase, and recommends the City Commission consider and approve the same at its December 13, 2021 meeting.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
Tim Mahoney, Mayor	<u>X</u>			
Dave Piepkorn, City Commissioner	<u>X</u>			
Bruce Grubb, City Administrator	<u>X</u>			
Mike Redlinger, Assistant City Administrator	<u>X</u>			
Kent Costin, Director of Finance	<u>X</u>			
Steve Sprague, City Auditor	<u>X</u>			

\_\_\_\_\_  
Tim Mahoney, Finance Committee Chair

**SECOND AMENDMENT TO LEASE AGREEMENT**

City of Fargo/Downtown Community Partnership

**THIS INSTRUMENT is a Second Amendment** to a Lease Agreement (the "Lease Agreement") made and entered into effective the 3rd day of December, 2018, by and between CITY OF FARGO, a North Dakota municipal corporation (hereinafter called "Lessor" or "City") and Downtown Community Partnership, a North Dakota non-profit corporation (hereinafter called "Lessee" or "DCP") (this amendment referred to herein as the "Amendment").

**RECITALS:**

- A. The subject of the Lease Agreement was, and is, that certain real property and building located on City-owned property commonly referred to as the Civic Memorial Auditorium, the second floor of which building is configured as office space. The demised square footage being referred to in the Lease Agreement and this Amendment as the "subject property," "premises" or "demised premises."
- B. The parties entered into an Amendment to the Lease Agreement on or about September 4, 2020, by which DCP exercised an option to extend the lease for a period of one year, ending year-end 2021 and the parties now wish to further amend the Lease Agreement to extend the lease for an additional one-year period.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

- 1. Extension of Lease for One year. The term of the Lease Agreement is hereby deemed to be extended through December 31, 2022, subject to the rent, including common area maintenance payments, and repayment of the said deferred rent as set forth below.
- 3. Rent - Common Area Maintenance. The sum of fixed minimum rent to be paid by DCP to the City, as set forth in Section 2.1 of the Lease Agreement shall be revised as follows:
  - 3.1 The base rent during the year 2022 shall be \$924.38 per month for the 1450 square feet of the demised premises as provided in the Lease Agreement.
  - 3.2 The common area maintenance (CAM) payment shall also remain during the year 2022 at the sum of \$369.75 per month, as provided in the Lease Agreement.
- 2. In all other respects, the terms of the Lease Agreement shall remain in full force and effect.
- 3. Effective Date. This agreement shall take effect upon the date last signed below.

(Remainder of Page Intentionally Left Blank)

Dated: \_\_\_\_\_

**LESSOR:**

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

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

**ATTEST:**

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

Dated: 12-7-2021

**LESSEE:**

**Downtown Community Partnership,**  
a North Dakota Non-Profit Corporation

\_\_\_\_\_  
  
By: Lindsey Graffeo  
Its: Executive Director



December 10, 2021

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

Re: Contract Engineering Technician I

Dear Commissioners:

The Engineering Department currently has two Engineering Technician I contract positions approved in the 2022 Budget. These staff assist with the right of way management of the Small Cell/WiFi permitting, the increase of infrastructure locating and fiber installation, building construction encroachment, and project inspection prior to our seasonal staff starting. Attached is one of the two contracts.

**Recommended Motion:**

Approve contract for Anthony Arnold.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'B. E. D.', with a long horizontal line extending to the right.

Brenda E. Derrig, P.E.  
City Engineer

Attachment

C: Kevin Gorder



## AGREEMENT

### Engineering Technician I

THIS AGREEMENT made and entered into effective the 1<sup>st</sup> day of January, 2022, by and between Anthony Arnold (hereinafter referred to as Arnold) and the CITY OF FARGO, a municipal corporation, whose address is 225 Fourth Street North, Fargo, North Dakota 58102 (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to fill the position of Engineering Technician I within the City of Fargo Engineering Department as a contracted employee; and,

WHEREAS, the City desires to appoint Arnold to perform the duties and services of Engineering Technician I and for purposes of the City’s budgeting process, to recognize a contract employment relationship for a period beginning January 1, 2022 and ending December 31, 2022, but which is still an “at-will” employment relationship, terminable by either party with or without cause; and,

WHEREAS, Arnold has agreed to accept such appointment to perform the duties and services of Engineering Technician I on a contract employee basis according to the terms of this agreement; and,

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

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

1. City agrees to appoint Arnold for the purpose of performing the duties and services of Engineering Technician I as described in Exhibit A attached hereto.
2. Term. The term of this agreement shall be for the period beginning January 1, 2022 and ending December 31, 2022, but may be terminated by either party at any time,

upon written notice to the other party. This relationship is an “At-will” relationship and may be terminated by either party at any time with or without cause.

3. Compensation. City agrees to compensate Arnold in the amount of \$24.36 per hour for any and all duties and services performed as Engineering Technician I during the year 2022. To the extent this agreement is still in effect, beginning in years 2022 and thereafter, Arnold’s compensation shall be adjusted annually, at the time of his step increase date, as well as adjusted in an amount equal to the Cost of Living Adjustment the City of Fargo approves for its employees.

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

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

5. Arnold will be full-time and will be eligible to enroll in Health Insurance, Dental Insurance, Vision Insurance, Life Insurance and Flexible Spending and will be covered under the City’s long-term disability and North Dakota Public Employee Retirement System (NDPERS). In addition, Arnold will accrue annual and sick leave.

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

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

DATED the day and year first above written.

THE CITY OF FARGO, NORTH DAKOTA


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

ATTEST:

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

Engineering

By:   
\_\_\_\_\_  
Brenda E. Derrig, City Engineer

  
\_\_\_\_\_  
Anthony Arnold  
Contracted Employee

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-21-F0 Type: Contract Amendment #1
Location: NW Storm Sewer Date of Hearing: 12/6/2021

Routing Date
City Commission 12/13/2021
PWPEC File X
Project File Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, related to Contract Amendment #1 submitted by Houston Engineering in the amount of \$10,000.00 for additional work.

Staff is recommending approval of Contract Amendment #1 in the amount of \$10,000.00, bringing the total contract amount to \$32,700.00.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Contract Amendment #1 in the amount of \$10,000.00 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #1 in the amount of \$10,000.00, bringing the total contract amount to \$32,700.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility Funds

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; Bruce Grubb, City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Brenda Derrig, City Engineer; Kent Costin, Finance Director.

ATTEST:

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

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Jody Bertrand, Division Engineer  
**Date:** December 1, 2021  
**Re:** Project No. MS-21-F0 - Contract Amendment #1  
NW Metro Storm Sewer Master Planning and Modeling

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**Background:**

Two areas of land have recently requested development information related to utility servicing. These areas are bounded by I-29 on the east, 45<sup>th</sup> Street North on the west and located north of 19<sup>th</sup> Avenue North. A scoping request was used to solicit engineering services quotes to evaluate the above identified area through the development of a storm sewer master planning evaluation. Houston Engineering was selected to perform this work. Upon commencing the analysis, the area to be evaluated was expanded to include portions of the NDDOT right of way and some land on the east side of I-29, which had direct impacts on this drainage area. During the design review, the City also requested that additional storm sewer cover be increased in the storm water modeling to allow for additional areas to drain more efficiently from the SE corner of the study area. The additional work for the increased analysis area and updating of the storm sewer modeling produced an increased engineering services cost of \$4,000.00.

An additional separate storm sewer analysis was performed on multiple possible locations of the pond and storm sewer lift station location for the land north of County Road 20, to determine an optimal location for these improvements. The cost of this analysis is \$6,000.00.

This Contract Amendment #1 covers the additional work completed by Houston Engineering for analysis of the NW Metro Storm Sewer area as described above for total amount of \$10,000.00.

A letter and invoice were provided by Houston Engineering and are attached to this memo.

**Recommended Motion:**

Approve Contract Amendment #1 with Houston Engineering in the amount of \$10,000.00 for additional engineering services for the NW Metro Storm Sewer Master Planning and Modeling project.

JRB/klb  
Attachments



Fargo Office	701.237.5065
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1401 21st Avenue North | Fargo, ND 58102

November 30, 2021

Jody Bertrand  
Division Engineer  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND, 58102

**Subject: Northwest Metro Storm Sewer Master Planning (MS-21-F0)  
Additional Services**

Dear Jody:

While assisting the City with the subject project, additional costs were incurred by Houston Engineering, Inc (HEI) due to changes to the analysis concept relative to the initial project scope. A summary of the changes and the approximate costs incurred for these items are provided below. I would like to request that the City please consider reimbursement for the additional costs. An invoice for the additional costs is attached in the case that reimbursement is approved.

1. Existing Drainage Boundary: The existing drainage boundary was larger than estimated in the proposal and extended to the east side of I-29. Additional costs of approximately **\$1,800** were incurred to develop the model and complete existing conditions analysis in this area.
2. Minimum Storm Sewer Cover: The master plan was developed with an assumption that all proposed storm sewer would be installed with a minimum depth of cover of 2' above the crown of pipe. It was subsequently recommended that the minimum cover be changed to 4' above the crown. The cost associated with updating the analysis and final deliverables was approximately **\$2,200**.
3. Additional Alternatives for North Development Area: After completion of the deliverable report, some additional alternatives were evaluated for the portion of the development area north of 40<sup>th</sup> Ave N. These alternatives were evaluated to determine feasibility of the developers updated infrastructure concept. This was completed for an approximate cost of **\$6,000**.

The total additional costs incurred by HEI were approximately \$10,000. Thank you for this consideration, and please let me know if you have any additional questions on the request.

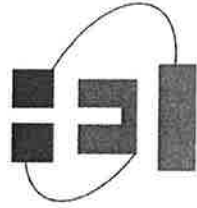
Sincerely,

HOUSTON ENGINEERING, INC.

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

Gabe Bladow, PE  
Project Engineer  
Direct: 701.499.2091  
gbladow@houstoneng.com

INVOICE



**HoustonEngineering Inc.**

**Remit to:**

1401 21<sup>st</sup> Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Mr. Jody Bertrand  
 City of Fargo  
 225 4th Street North  
 Fargo, ND 58102

November 30, 2021

Invoice No: 0057155

Due Date: December 30, 2021

Project R006059-0189 Northwest Metro Storm Sewer Master Planning MS-21-F0

**Services Provided:**

- Evaluating additional alternatives for the north development area (North of CR20)
- Final reporting.
- Coordination meetings with City staff.

**Professional Services through November 27, 2021**

Phase 001 North Development Additional Work

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Project Engineer	5.50	179.00	984.50	
Engineer III	26.00	161.00	4,186.00	
Engineer I	37.25	129.00	4,805.25	
Administrative Assistant	.25	83.00	20.75	
Totals	69.00		9,996.50	
<b>Total Labor</b>				<b>9,996.50</b>
				<b>Total this Phase \$9,996.50</b>
				<b>Total this Invoice \$9,996.50</b>

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated February 14, 2019 ("Agreement"), Owner and Engineer agree as follows:

**1. Specific Project Data**

- A. Project Title: Project No. MS-21-F0 Northwest Metro Storm Sewer Master Planning
- B. Description: This Task Order Amendment #1 is for additional engineering services for the Master Planning of the storm sewer and lift station locations for an area bounded by Cass County Drain 40, 28<sup>th</sup> Avenue North, I-29 and 52<sup>nd</sup> Avenue North.

**2. Services of Engineer**

Original services to be completed by the Engineer are as specified in the proposal submitted by Houston dated 3/22/2021. Amendment #1 proposal for additional engineering services is attachment A of this Task Order.

**3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Master Services Agreement dated February 14, 2019.

**4. Times for Rendering Services**

Phase	Completion Date
Phase 1: Master Plan	May 3, 2021

**5. Payments to Engineer**

- A. Owner shall pay Engineer for services rendered as follows:

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Phase 1:	Hourly Not to Exceed	\$22,700.00
Task Order Amendment #1	Hourly Not to Exceed	\$10,000.00
		Total Services = \$ 32,700.00

- B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

**6. Attachments**

Attachment A – Additional engineering services submitted by Houston dated 11/30/2021.

Note: PWPEC ROA required if Task Order is greater than \$15,000, but less than \$150,000.



Terms and Conditions: Execution of this Task Order Amendment #1 by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order amendment signed by the Owner.

The Effective Date of this Task Order Amendment #1 is \_\_\_\_\_.

Owner:

Engineer:

By: 

By: 

Name: Brenda Derrig, PE

Name: Gregory S. Thompson, PE

Title: City Engineer

Title: Principal-in-Charge

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: Jody Bertrand, PE

Name: Gabe Bladow, PE

Title: Division Engineer

Title: Project Manager

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission

8

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-A0 Type: Contract Amendment #3

Location: Riverwood Addition Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/13/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding Contract Amendment #3 submitted by Houston Engineering in the amount of \$81,046.00 for additional work.

Staff is recommending approval of Contract Amendment #3 in the amount of \$81,046.00, bringing the total Contract amount to \$417,046.00.

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

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Amendment #3 in the amount of \$81,046.00, bringing the total contract amount to \$417,046.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

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

	<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><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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, 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:** Nathan Boerboom  
Division Engineer

**Date:** December 6, 2021

**Subject:** Contract Amendment #3  
Riverwood Addition Area Flood Mitigation – Project #FM-19-A0

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This contract amendment is to review the budgeted amount for construction administration, observation, survey and material testing vs. completed and future work remaining for the Riverwood flood mitigation project. Construction administration, observation, survey and testing have exceeded the original budgeted amounts due to private utility delays & supplier delays. Further explanation of these changes are in the attached proposed contract amendment from Houston.

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

- Task 7 (Construction Administration, Observation and Survey) – Increase of \$65,000
- Task 8 (Construction Material Testing) – Increase of \$16,046

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

- Construction Administration, Observation & Survey - \$185,000 (increase of \$65,000)
- Construction Material Testing - \$38,546 (increase of \$16,046)

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

### **Recommended Motion:**

Approval of Contract Amendment #3 for FM-19-A0, the Riverwood Addition Flood Mitigation, in the amount of \$81,046.00 to Houston Engineering.



PROFESSIONAL SERVICES

AMENDMENT NO. 3 - FOR ADDITIONAL ENGINEERING SERVICES

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

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

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

**Description of Work:** This contract amendment is for additional Professional Engineering related to construction engineering services for the project. Due to circumstances out of our control, additional construction administration, observation, and testing services are required. The additional engineering services and associated budget amendments are listed below.

**Task 7 – Construction Administration, Observation and Survey**

In February of 2021 we submitted Professional Services Amendment No. 2 for this project. At that time, the construction duration was assumed to be 22 weeks. Due to a number of delays caused by a utility conflict with Lumen, material delivery delays, and additional tree plantings, the construction duration from start of construction to the current substantial completion of October 22, 2021 is 33 weeks. The contract also contains a project milestone for the lift station completion and startup (Milestone 3) of March 1, 2022 and a final completion date of March 15, 2022 to allow additional time for the pump station construction. We anticipate that this will result in an additional 21 construction days (3 weeks) that will require part time construction administration and observation. This will bring the total construction duration for the project to 36 weeks. In addition to the extended construction duration, multiple on-site meetings with homeowners adjacent to the project were required. These included additional meetings and coordination for the planting berm trees at the Randerson property, additional coordination and plan modifications for the Jordahl property, and additional meetings and plan modifications adjacent to the McShane property. The current budget for Task 7 is \$120,000. This amendment is being requested to increase the total Task 7 budget to \$185,000.



**Task 7 Budget Amendment     \$65,000**

**Task 8 – Construction Material Testing**

We are requesting an amendment to Task 8 to account for additional testing needed for the project. In preparing the original budget for this Task our geotechnical subconsultant, Braun Intertec, made several assumptions to develop the testing schedule and associated fee for this project. In their amendment request letter (attached for reference) they indicated that additional trips and testing was required due to the means and methods of the contractor. The current budget for Task 8 is \$22,500. This amendment is being requested to adjust for the change testing schedule and would increase the total Task 8 budget to \$38,546.

**Task 8 Budget Amendment     \$16,046**

**Basis of**

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

**Fee:** The total budget amendment request for the above-described tasks is **\$81,046**. Additional work required beyond the scope listed above will be billed at our current hourly rates.

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

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

**HOUSTON ENGINEERING, INC.**

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

Michael P. Love, PE  
Project Manager



Braun Intertec Corporation  
526 10th Street NE, Suite 300  
P.O. Box 485  
West Fargo, ND 58078

Phone: 701.232.8701  
Fax: 701.232.7817  
Web: brauintertec.com

September 22, 2021

Mr. Mike Love  
Houston Engineering, Inc.  
1401 21st Avenue North  
Fargo, ND 58102

Re: Billing Summary and Construction Contract Amendment Request  
City of Fargo Project FM-19-A1, Riverwood Addition  
Along the Red River from 40<sup>th</sup> Avenue to 42<sup>nd</sup> Avenue North  
Fargo, North Dakota

Dear Mr. Love:

Construction observation and testing charges accrued through our August 27, 2021, billing cutoff for the FM-19-A1, were approaching our current Total Construction Contract Amount. As of September 17, 2021 billing cutoff, the observation and testing charges accrued have exceeded the Total Construction Contract Amount. This letter summarizes the factors contributing to our overages related to construction materials testing and observations, provides an estimate to cover our final construction costs, and requests an additional Construction Contract Amendment.

Our most recent invoice for the project was sent for August 27, 2021, billing cutoff and included a total work to date amount of \$20,117.25. Our Total Construction Contract Amount for the project is currently \$22,907.00. Through September 17, 2021, we have accumulated \$26,042.25 in construction oversight charges for the project, thus putting us \$3,135.25 over our Total Construction Contract Amount as of September 17, 2021.

We are requesting a Contract Amendment in the amount of \$15,639 to cover the charges we have accumulated to-date, plus charges we estimate will accrue in the remaining parts of the project to completion. The requested amount will also cover the remaining materials laboratory and project management hours, and the preparation of summary (Compliance Determination) reports for the project.

Some of the primary contributing factors to our overage are described below. Our original contract amount was derived from our May 15, 2019 proposal document for the City of Fargo's FM-19-A0, B0, C0, E0 and F0 projects, from which the project details and quantities have changed. Assumptions within that document are listed on pages 6 and 7 of the document.

- **Original Scope of Services Assumptions related to Oversight and Testing Frequencies:** The original proposal showed assumptions on how often we expected to be called out for various tasks based on past experience with similar projects. Some of the assumptions that we included that were different are listed below.

**Soils**

- *Original scope assumption: One trip for density tests every 500 lineal feet of levee fill or inspection trench backfill.* Due to the way the contractor split up the inspection trenches

AA/EOE

Houston Engineering, Inc.  
Project B1905387.00  
September 22, 2021  
Page 2

and backfill it ended up being closer to one trip every 50 to 150 lineal feet of levee fill or inspection trench backfill.

- o *Original scope assumption: One trip to observe and evaluate subcuts and inspection trenches and floodwall footings every 300 linear feet of excavation.* The contractor split the excavation into segments of 50 to 150 feet per inspection trench.
  - These two scope items above accounted for more than 20 additional trips as of September 17, 2021.
- o *Original scope assumption: 4 proctors for compaction test.* Proctors were taken on two (2) class 3 samples that were not originally a part of our estimate.

**Concrete**

- o *Original scope assumptions: We assume the lift station at FM-19-A0 will be constructed in 6 concrete placements (with a total of 1 set each placement and a total of 8 concrete sets for the project).* The lift station was actually constructed in 7 pours with a total of 11 concrete sets cast for the lift station and 13 sets casts so far as of September 17, 2021.

**Asphalt**

- o *Original scope assumptions: No tests, we did not include testing for asphalt.* Based on conversations with onsite Houston RPR we expect to take 2 samples of asphalt for extraction gradation and oil content.

**Project Management**

- o *Additional associated project management work for increased scope.*

As of September 17, 2021, we expect to have the remaining scope additions to finish the project:

- 6 to 9 additional trips for compaction tests to finish off the levee and one trip for excavation observations.
- 4 additional trips for concrete testing on the remaining curb and gutter, access driveway and sidewalks.
- 2 additional trips for sampling and related asphalt tests.

The attached change order shows the current amounts as of September 17, 2021 plus the additional amounts expected to finish the project. If this arrangement is satisfactory, we will amend our Total Construction Contract Amount to \$38,546. If you have questions about these changes, call Matt Haugstad at 701.630.1245.

Sincerely,

BRAUN INTERTEC CORPORATION



Matthew A. Haugstad, PE  
Project Engineer



Nathan L. McKinney, PE  
Vice President/Principal Engineer

**BRAUN**  
**INTERTEC**



## Change Order Report

**CO10011259**  
Change Order 1

**Client:**

Houston Engineering, Inc.  
Michael P. Love  
1401 21st Avenue North  
Fargo, ND 58102

**Work Site Address:**

Riverwood Addition Along Red River, 40th Ave to 42nd Ave N  
Fargo, ND 58102

**Service Description**

Construction Materials Testing

Description	Action	Quantity			Sales Price		Sales Amount			CO Total
		Orig	As of 9/17/2021	Estimated Total	Orig	Orig	Orig	As of 9/17/2021	Estimated Total	
<b>Project: B1905387.00 - FM-19-A1 - Riverwood Addition</b>										<b>\$15,639.00</b>
<b>Phase: 1 -Construction Materials Testing</b>										<b>\$15,639.00</b>
<b>Activity: 1.1 -Soil Observation and Testing</b>										<b>\$8,797.00</b>
206 -Excavation Observations	No change	14.00	7.00	14.00	115.00	1,610.00	805.00	1610.00		0.00
207 -Compaction Testing - Nuclear	No change	66.00	101.50	125.00	89.00	5,874.00	9033.50	11125.00		5,251.00
209 -Sample pick-up	No change	4.00	4.25	5.00	89.00	356.00	378.25	445.00		89.00
1308 -Nuclear moisture-density meter charge, per hour	No change	66.00	101.50	125.00	26.00	1,716.00	2639.00	3250.00		1,534.00
1156 -Atterberg Limits LL and PL, Single-Point, per	No change	4.00	3.00	5.00	121.00	484.00	363.00	605.00		121.00
Sieve Analysis with 200 wass, per sample	No change	0	2.00	2.00	148.00	0.00	296.00	296.00		296.00
1861 -CMT Trip Charge	No change	41.00	61.50	73.00	25.00	1,025.00	1537.50	1825.00		800.00
1166 -Loss by Washing Through #200 Sieve, per sample	No change	4.00	4.00	5.00	82.00	328.00	328.00	410.00		82.00
1318 -Moisture Density Relationship (Standard), per	No change	4.00	6.00	7.00	208.00	832.00	1248.00	1456.00		624.00
<b>Activity: 1.2 -Concrete Observation and Testing</b>										<b>\$3,317.00</b>
261 -Concrete Testing	No change	16.00	23.25	33.00	89.00	1,424.00	2069.25	2937.00		1,513.00
278 -Concrete Cylinder Pick up	No change	5.00	4.25	8.00	89.00	445.00	378.25	712.00		267.00
1861 -CMT Trip Charge	No change	13.00	14.50	23.00	25.00	325.00	362.50	575.00		250.00
1364 -Compressive strength of concrete cylinders (ASTM C 39),per specimen	No change	38.00	61.00	77.00	33.00	1,254.00	2013.00	2541.00		1,287.00
<b>Activity: 1.3 -Engineering and Consulting Services</b>										<b>\$0.00</b>
126 -Project Engineer	No change	12.00	no change	12.00	185.00	2,220.00	no change	2220.00		0.00
128 -Senior Engineer	No change	4.00	no change	4.00	207.00	828.00	no change	828.00		0.00
238 -Project Assistant	No change	2.00	no change	2.00	95.00	190.00	no change	190.00		0.00
1861 -CMT Trip Charge	No change	1.00	no change	1.00	25.00	25.00	no change	25.00		0.00
<b>Activity: 1.4 -Project Management and Oversight</b>										<b>\$2,622.00</b>
226 -Project Manager	No change	14.00	18.00	25.00	185.00	2,590.00	3330.00	4625.00		2,035.00
228 -Senior Project Manager	No change	3.00	1.75	4.00	207.00	621.00	362.25	828.00		207.00
238 -Project Assistant	No change	8.00	7.00	12.00	95.00	760.00	665.00	1140.00		380.00
<b>Activity: 1.5 - Asphalt Testing</b>										<b>\$903.00</b>
209 -Sample pick-up	No change			3.00	89.00	0.00	0.00	267.00		267.00
1861 -CMT Trip Charge	No change			2.00	25.00	0.00	0.00	50.00		50.00
1530 - Asphalt Content, per sample	No change			2.00	174.00	0.00	0.00	348.00		348.00
1532 - Extracted Aggregate Gradation, per sample	No change			2.00	119.00	0.00	0.00	238.00		238.00

Current Project Budget:	\$22,907.00
Change Order Total:	\$15,639.00
New Project Budget:	\$38,546.00



9

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-B0

Type: Contract Amendment #4

Location: Royal Oaks

Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/13/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding Contract Amendment #4 submitted by Houston Engineering in the amount of \$62,642.00 for additional work.

Staff is recommending approval of Contract Amendment #4 in the amount of \$62,642.00, bringing the total Contract amount to \$261,642.00.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Contract Amendment #4 to Houston Engineering.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Contract Amendment #4 in the amount of \$62,642.00 bringing the total contract amount to \$261,642.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

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

	<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>
				<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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, 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:** Nathan Boerboom  
Division Engineer

**Date:** December 6, 2021

**Subject:** Contract Amendment #4  
Royal Oaks Area Flood Mitigation – Project #FM-19-B0

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This contract amendment is to review the budgeted amount for construction administration, observation, survey and material testing vs. completed and future work remaining for the Royal Oaks flood mitigation project. Construction administration, observation, survey and testing have exceeded the original budgeted amounts mainly due to Contractor delays that have extended the construction duration. Further explanation of these changes are in the attached proposed contract amendment from Houston.

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

- Task 7 (Construction Administration, Observation and Survey) – Increase of \$50,000
- Task 8 (Quality Control Testing Amendment) – Increase of \$12,642

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

- Construction Administration, Observation & Survey - \$122,000 (increase of \$50,000)
- Quality Control Testing - \$29,642 (increase of \$12,642)

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

**Recommended Motion:**

Approval of Contract Amendment #4 for FM-19-B0, the Royal Oaks Area Flood Mitigation, in the amount of \$62,642.00 to Houston Engineering.



PROFESSIONAL SERVICES

AMENDMENT NO. 4 - FOR ADDITIONAL ENGINEERING SERVICES

**Project:** City of Fargo Project FM-19-B0 – Royal Oaks Area Flood Mitigation  
HE Project No. 6059-0164

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

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

**Description of Work:** This contract amendment is for additional Professional Engineering related to construction engineering services for the project. Due to circumstances out of our control, additional construction administration, observation, and testing services are required. The additional engineering services and associated budget amendments are listed below.

**Task 7 – Construction Administration, Observation and Survey Amendment**

The original contract budget for this task was based on an assumed 16 weeks of construction. In February of 2021 we submitted Professional Services Amendment No. 3 for this project to add budget for an additional 2 weeks of construction due to the addition of 3680 River Dr S portion of the project. At that time, the construction duration was assumed to be 18 weeks. Due to several delays caused by the contractor's lack of adequate workforce and delays due to the moving of the existing houses in Royal Oaks, the construction duration from the start of construction to the completion of work in 2021 is 28 weeks. The contractor will not reach substantial completion in 2021 as they have not completed the installation of trees on the project. We have included budget in this request for part time construction administration and observation in the spring of 2022 for the installation of the trees, completion of the remaining seeding, project punchlist items and clean up, and final project inspection. The current budget for Task 7 is \$72,000. This amendment is being requested to increase the total Task 7 budget to \$122,000 to cover the additional construction administration and observation resulting from the extended construction duration.



Page 2

**Task 7 Budget Amendment     \$50,000**

**Task 8 – Quality Control Testing Amendment**

We are requesting an amendment to Task 8 to account for additional testing needed for the project. In preparing the original budget for this Task our geotechnical subconsultant, Braun Intertec, made several assumptions to develop the testing schedule and associated fee for this project. In their amendment request letter (attached for reference) they indicated that additional trips and testing was required due to the means and methods of the contractor as well as additional testing required due to a variety of questionable material encountered during construction. The current budget for Task 8 is \$17,000. This amendment is being requested to adjust for the change testing schedule and would increase the Task 8 budget to \$29,642.

**Task 8 Budget Amendment     \$12,642**

**Basis of**

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

**Fee:** The total budget for the above described tasks is **\$62,642**. Additional work required beyond the scope listed above will be billed at our current hourly rates.

**Conditions:** The work outlined in this amendment will be performed in accordance with the Agreement for Professional Services for City Project # FM-19-B0 dated May 6, 2019.

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

**HOUSTON ENGINEERING, INC.**

A handwritten signature in black ink, appearing to read 'Michael P. Love'.

Michael P. Love, PE  
Project Manager



Braun Intertec Corporation  
526 10th Street NE, Suite 300  
P.O. Box 485  
West Fargo, ND 58078

Phone: 701.232.8701  
Fax: 701.232.7817  
Web: braunintertec.com

September 22, 2021

Mr. Mike Love  
Houston Engineering, Inc.  
1401 21st Avenue North  
Fargo, ND 58102

Re: Billing Summary and Construction Contract Amendment Request  
City of Fargo Project FM-19-B1, Royal Oaks  
Along Red River, Royal Oaks Drive North  
Fargo, North Dakota

Dear Mr. Love:

Construction observation and testing charges accrued through August 27, 2021, billing cutoff for the FM-19-B1, have exceeded our Total Construction Contract Amount. This letter summarizes the factors contributing to our overages related to construction materials testing and observations, provides an estimate to cover our final construction costs, and requests an additional Construction Contract Amendment.

Our most recent invoice for the project was sent on September 9, 2021, with a billing cutoff of August 27, 2021 and included a total work to date amount of \$13,866.75. Our Total Construction Contract Amount for the project is currently \$12,281.00. Through September 17, 2021, we have accumulated \$18,150.75 in construction oversight charges for the project, thus putting us \$5,869.75 over our Total Construction Contract Amount as of September 17, 2021.

We are requesting a Contract Amendment in the amount of \$17,361 to cover the charges we have accumulated to-date, plus charges we estimate will accrue in the remaining parts of the project to completion. The requested amount will also cover remaining materials laboratory and project management hours, and the preparation of summary (Compliance Determination) reports for the project.

Some of the primary contributing factors to our overage are described below. Our original contract amount was also derived from our May 15, 2019 proposal document for the City of Fargo's FM-19-A0, B0, C0, E0 and F0 construction. Assumptions within that document are listed on pages 6 and 7 of the document.

- **Original Scope of Services Assumptions related to Oversight and Testing Frequencies:** The original proposal showed assumptions on how often we expected to be called out for various tasks based on past experience with similar projects. Some of the assumptions that we included that were different are listed below.

**Soils**

- Our original scope did not include compaction testing for the house backfills.
- Our original scope did not include the levee section along River Drive South.

AA/EOE

- Multiple trips to observe materials that appeared to be questionable and complete additional materials tests on their replacement were not included in our original estimate.
- *Original scope assumption: One trip to observe and evaluate subcuts and inspection trenches and floodwall footings every 300 linear feet of excavation.* The contractor split the excavation into segments of approximately 100 feet per inspection trench.
- *Original scope assumption: One trip for density tests every 500 lineal feet of levee fill or inspection trench backfill.* Due to the way the contractor split up the inspection trenches and the high variability in the materials placed, the backfill testing ended up being closer to one trip every 100 lineal feet of levee fill or inspection trench backfill.
- *Original scope assumption: 4 proctors for compaction test.* The contractor pulled materials from multiple different sites in addition to the onsite materials with varying material types for a total 7 Proctors as of September 17, 2021. Additional lab testing was requested based on changes in materials that amounted to 6 additional atterberg and sieve analyses as well as 7 organic content test that were not a part of the original estimate.
  - These soils scope items above accounted for 26 additional trips as of September 17, 2021.

**Project Management**

- *Additional associated project management work for increased scope.*

As of September 17, 2021, we expect to have the remaining scope additions to finish the project:

- 15 additional trips for compaction tests to finish off the levee and one or two trips for excavation observations.
- 2 additional trips for concrete testing on the remaining curb and gutter, access driveway and sidewalks.

The attached change order shows the current amounts as of September 17, 2021 plus the additional amounts expected to finish the project. If this arrangement is satisfactory, we will amend our Total Construction Contract Amount to \$29,642. If you have questions about these changes, call Matt Haugstad at 701.630.1245.

Sincerely,

BRAUN INTERTEC CORPORATION



Matthew A. Haugstad, PE  
Project Engineer



Nathan L. Mckinney, PE  
Vice President/Principal Engineer



## Change Order Report

**CO10011260**  
Change Order 1

**Client:**  
Houston Engineering, Inc.  
Michael P. Love  
1401 21st Avenue North  
Fargo, ND 58102

**Work Site Address:**  
Royal Oaks Area  
Along Red River, Royal Oaks Drive North  
Fargo, ND 58102

**Service Description**  
Construction Materials Testing

Description	Quantity			Sales Price		Sales Amount		CD Total
	Orig	As of 9/17/2021	Estimated Total	Orig	Orig	As of 9/17/2021	Estimated Total	
<b>Project: 81905389.00 - FM-19-80 - Royal Oaks</b>					<b>\$12,281.00</b>		<b>\$17,361.00</b>	
<b>Phase: 1 -Construction Materials Testing</b>					<b>\$12,281.00</b>		<b>\$17,361.00</b>	
<b>Activity: 1.1 -Soil Observations and Testing</b>					<b>\$6,019.00</b>		<b>\$13,239.75</b>	
206 -Excavation Observations	6.00	22.00	28.00	115.00	690.00	2530.00	3220.00	2,530.00
207 -Compaction Testing - Nuclear	22.00	40.50	65.00	89.00	1,958.00	3604.50	5785.00	3,827.00
1308 -Nuclear moisture-density meter charge, per hour	22.00	40.50	65.00	26.00	572.00	1053.00	1690.00	1,118.00
1861 -CMT Trip Charge	17.00	43.00	60.00	25.00	425.00	1075.00	1500.00	1,075.00
209 -Sample pick-up	4.00	4.25	5.00	89.00	356.00	378.25	445.00	89.00
226 -Project Manager		1.75	1.75	185.00	0.00	323.75	323.75	323.75
1156 -Atterberg Limits LL and PL, Single-Point, per sample	4.00	12.00	13.00	121.00	484.00	1452.00	1573.00	1,089.00
1162 -Sieve Analysis with 200 wash, per sample	1.00	12.00	12.00	166.00	166.00	1992.00	1992.00	1,826.00
1166 -Loss by Washing Through #200 Sieve, per sample	4.00	12.00	13.00	82.00	328.00	984.00	1066.00	738.00
1318 -Moisture Density Relationship (Standard), per sample	5.00	7.00	8.00	208.00	1,040.00	1456.00	1664.00	624.00
<b>Activity: 1.2 -Concrete Observations and Testing</b>					<b>\$424.00</b>		<b>\$360.00</b>	
261 -Concrete Testing	2.00	0.00	4.00	89.00	178.00	0.00	356.00	178.00
278 -Concrete Cylinder Pick up	1.00	0.00	1.00	89.00	89.00	0.00	89.00	0.00
1861 -CMT Trip Charge	1.00	0.00	3.00	25.00	25.00	0.00	75.00	50.00
1364 -Compressive strength of concrete cylinders (ASTM C 39), each	4.00	0.00	8.00	33.00	132.00	0.00	264.00	132.00
<b>Activity: 1.3 -Pavement Testing</b>					<b>\$1,399.00</b>		<b>\$0.00</b>	
209 -Sample pick-up	5.00	no change	5.00	89.00	445.00	no change	445.00	0.00
1861 -CMT Trip Charge	3.00	no change	3.00	25.00	75.00	no change	75.00	0.00
1530 -Asphalt Content, per sample	3.00	no change	3.00	174.00	522.00	no change	522.00	0.00
1532 -Extracted Aggregate Gradation, per sample	3.00	no change	3.00	119.00	357.00	no change	357.00	0.00
<b>Activity: 1.4 -Engineering and Consulting Services</b>					<b>\$2,316.00</b>		<b>\$0.00</b>	
126 -Project Engineer	8.00	no change	8.00	185.00	1,480.00	no change	1480.00	0.00
128 -Senior Engineer	3.00	no change	3.00	207.00	621.00	no change	621.00	0.00
238 -Project Assistant	2.00	no change	2.00	95.00	190.00	no change	190.00	0.00
1861 -CMT Trip Charge	1.00	no change	1.00	25.00	25.00	no change	25.00	0.00
<b>Activity: 1.5 -Project Management and Oversight</b>					<b>\$2,123.00</b>		<b>\$3,761.25</b>	
226 -Project Manager	8.00	18.25	24.25	185.00	1,480.00	3376.25	4486.25	3,006.25
228 -Senior Project Manager	1.50	3.25	4.00	207.00	310.50	672.75	828.00	517.50
238 -Project Assistant	3.50	4.25	6.00	95.00	332.50	403.75	570.00	237.50

Current Project Budget:	\$12,281.00
Change Order Total:	\$17,361.00
New Project Budget:	\$29,642.00

10

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-C0

Type: Contract Amendment #2

Location: Woodcrest

Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/13/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding Contract Amendment #2 submitted by Houston Engineering in the amount of \$100,000.00, for additional work.

Staff is recommending approval of Contract Amendment #2 in the amount of \$100,000.00, bringing the total Contract amount to \$477,000.00.

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

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Amendment #2 in the amount of \$100,000.00, bringing the total contract amount to \$477,000.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

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

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

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

COMMITTEE

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

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

ATTEST:

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

C: Kristi Olson



## Memorandum

**To:** Members of PWPEC

**From:** Nathan Boerboom  
Division Engineer

**Date:** December 6, 2021

**Subject:** Contract Amendment #2  
Woodcrest Area Flood Mitigation – Project #FM-19-C0

---

Design on the above referenced project is nearing completion with the expectation that phase 1 of this project will soon start the bidding process to allow for construction of the earthen levee and storm sewer lift station this upcoming summer. Through the final design efforts, there have been a few additional items added to Houston Engineering's scope that were not part of the project's original scope, such as phase 2 which includes water main replacement and street reconstruction along Woodcrest Drive North from Lilac Lane to Park Lane. It is also necessary to adjust this task's budget to reflect Houston's 2022 hourly rates instead of the 2019-2020 hourly rates that were part of the original cost proposal. Further explanation of these changes can be seen in the attached proposed contract amendment from Houston.

Prior to moving into the final design, City staff is asking for approval of the attached contract amendment #2. Staff has reviewed the items identified within the contract amendment provided by Houston and concurs that these items exceeded the original scope of work.

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

- Task 6 (Design and Plan Preparation for Phase 1) – Increase of \$35,000
- Task 10 (Design and Plan Preparation for Phase 2) – \$65,000

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

- Design and Plan Preparation for Phase 1 - \$155,500 (increase of \$35,000)
- Design and Plan Preparation for Phase 2 – \$65,000

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

### **Recommended Motion:**

Approval of Contract Amendment #2 for FM-19-C0, the Woodcrest Area Flood Mitigation, in the amount of \$100,000.00 to Houston Engineering.

Fargo Corporate Office 701.237.5065 701.237.5101

1401 21st Avenue North Fargo ND 58102



PROFESSIONAL SERVICES

AMENDMENT NO. 2 - FOR ADDITIONAL ENGINEERING SERVICES

**Project:** City of Fargo Project FM-19-C0 – Woodcrest Area Flood Mitigation  
HE Project No. 6059-0165

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

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

**Description of Work:** This contract amendment is for additional Professional Engineering services necessary to develop final plans and specifications for the above referenced project. During project design, the City put a hold on the project to allow more time to acquire project easements and reevaluate the underground utilities in Woodcrest Dr. It was determined that the existing watermain in Woodcrest Dr. needs replacing. As a result, the Woodcrest project would be split into two phases. The first phase consists of constructing the new storm water lift station and levee system and the second phase would consist of the underground utilities and full reconstruction of the Woodcrest Dr. street. The additional services required to complete design and plans for Phase 1 of the project is broken down in the Task 6 section below. An additional Task is being requested for the additional service required to complete design and plans for Phase 2 of the project and is broken down in the Task 10 section below.

**Task 6 – Design and Plan Preparation Amendment (Phase 1 – Levee & Lift Station)**

The following items outline the additional work completed that was not included in our original budget and Amendment No. 1.

- Additional landowner meetings to reengage homeowners prior to appraisals
- Additional staking for landowner meetings
- Project modifications and follow-up meetings with several landowners
- Project modification to accommodate two phase construction

In addition to the items listed above, the original project budget was based on design

Page 2

being completed in 2019-2020. As the project final design is being completed in 2021-2022 a standard annual increase in our hourly rates would apply. The following proposed budget amendment is being requested per the additional work items listed above.

**Proposed Budget Amendment \$35,000**

**Task 10 – Design and Plan Preparation (Phase 2 – Woodcrest Dr.)**

In order to complete final design and plans for Phase 2 of the project we will need to complete the following work not included in the original project budget and Amendment No. 1.

- Complete design for Woodcrest Dr. watermain replacement
- Complete design for full reconstruction of Woodcrest Dr. curb & gutter and street. This includes the extended project extents to accommodate the watermain replacement.
- Additional field survey to accommodate full street reconstruction and extended project extents
- Completion of 35%, 65%, 95%, and 100% plans and specifications for Phase 2 of the project.
- Additional project administration

The following proposed budget amendment is being requested per the additional work items listed above.

**Proposed Budget Amendment \$65,000**

**Basis of Proposal:**

This amendment covers the additional services as described above. We anticipate that additional amendments will be required at a future date for construction administration, observation, and survey and quality control testing.

**Fee:**

The total budget for the above described tasks is **\$100,000**. Additional work required beyond the scope listed above will be billed at our current hourly rates.

**Conditions:**

The work outlined in this amendment will be performed in accordance with the Agreement for Professional Services for City Project # FM-19-C0 dated May 6, 2019.

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



Page 3

**HOUSTON ENGINEERING, INC.**

A handwritten signature in black ink, appearing to read 'Michael P. Love', written in a cursive style.

Michael P. Love, PE  
Project Manager

H:\JBN\6000\6059\6059\_0165\PM\FM-19-C0 Prof Services Agreement - Amendment No. 2.docx



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-F0

Type: Amendment #4

Location: Oak Grove

Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/13/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding Amendment #4 in the amount of \$141,014.50, for additional work.

Staff is recommending approval of Amendment #4 in the amount of \$141,014.50, bringing the total contract amount to \$793,014.50.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Amendment #4 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Amendment #4 in the amount of \$141,014.50, bringing the total contract amount to \$793,014.50 to Houston Engineering.

PROJECT FINANCING INFORMATION:

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

	Yes	No
Developer meets City policy for payment of delinquent specials	<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>
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"/>	<input type="checkbox"/>
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

C: Kristi Olson

Brenda E. Derrig, P.E.  
City Engineer

## Memorandum

**To:** Members of PWPEC

**From:** Nathan Boerboom  
Division Engineer

**Date:** December 6, 2021

**Subject:** Contract Amendment #4  
Oak Grove Area Flood Mitigation – Project #FM-19-F0

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This contract amendment is to review the budgeted amount for construction administration, observation, survey and material testing vs. completed and future work remaining for the Oak Grove flood mitigation project. Construction administration, observation, survey and testing have exceeded the original budgeted amounts due to unforeseen circumstances regarding buried debris, concrete placement issues & Contractor production. Further explanation of these changes are in the attached proposed contract amendment from Houston.

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

- Task 7 (Construction Administration, Observation and Survey) – Increase of \$120,000
- Task 8 (Construction Material Testing) – Increase of \$21,014.50

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

- Construction Administration, Observation & Survey - \$342,000 (increase of \$120,000)
- Construction Material Testing - \$71,014.50 (increase of \$21,014.50)

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

**Recommended Motion:**

Approval of Contract Amendment #4 for FM-19-F0, the Oak Grove Area Flood Mitigation, in the amount of \$141,014.50 to Houston Engineering.



PROFESSIONAL SERVICES

AMENDMENT NO. 4 - FOR ADDITIONAL ENGINEERING SERVICES

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

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

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

**Description of Work:** This contract amendment is for additional Professional Engineering related to construction engineering services for the project. Due to circumstances out of our control, additional construction administration, observation, and testing services are required. The additional engineering services and associated budget amendments are listed below.

**Task 7 – Construction Administration, Observation and Survey**

In February of 2021 we submitted Professional Services Amendment No. 3 for this project. At that time, the construction duration was assumed to be 30 weeks with 50 hours per week of construction observation. Due to several delays caused by a variety of construction issues, including buried debris, concrete issues, material delays, and the contractor's lack of adequate workforce, the construction duration from the start of construction to the date of this amendment is 32 weeks with the contractor working many Saturdays. We anticipate that the contractor has an additional 3 weeks of construction in 2021, however, the contractor will not reach substantial completion in 2021. We anticipate an additional 6-8 weeks of construction in 2022 to complete the installation of the 3 removable closures, gateway pump testing, remaining asphalt and concrete paving, floodwall staining, fine grading and seeding, tree planting, punchlist and clean up items, and final project inspection. We have included budget in this request for construction administration and full time inspection in 2022 while the contractor completes the remaining work items. Also, due to the number of construction issues, the amount of construction administration required for the project was more than originally anticipated. The current budget for



Page 2

Task 7 is \$222,000. This amendment is being requested to increase the total Task 7 budget to \$342,000 to cover the additional construction administration and observation resulting from the extended construction duration and construction issues.

**Task 7 Budget Amendment      \$120,000**

**Task 8 – Quality Control Testing Estimate**

We are requesting an amendment to Task 8 to account for additional testing needed for the project. In preparing the original budget for this Task our geotechnical subconsultant, Braun Intertec, made several assumptions to develop the testing schedule and associated fee for this project. In their amendment request letter (attached for reference) they indicated that additional trips and testing was required due to the means and methods of the contractor as well as additional testing required due to a variety of questionable material encountered during construction. The current budget for Task 8 is \$50,000. This amendment is being requested to adjust for the change testing schedule and would increase the Task 8 budget to \$71,014.50.

**Task 8 Budget Amendment      \$21,014.50**

**Basis of Proposal:**

This amendment covers the additional services as described above.

**Fee:**

The total requested budget amendment for the above described amended tasks is **\$141,014.50**. Additional work required beyond the scope listed above will be billed at our current hourly rates.

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

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

**HOUSTON ENGINEERING, INC.**

A handwritten signature in black ink, appearing to read 'Michael P. Love'.

Michael P. Love, PE  
Project Manager





**Braun Intertec Corporation**  
526 10th Street NE, Suite 300  
P.O. Box 485  
West Fargo, ND 58078

Phone: 701.232.8701  
Fax: 701.232.7817  
Web: braunintertec.com

September 22, 2021

Mr. Mike Love  
Houston Engineering, Inc.  
1401 21st Avenue North  
Fargo, ND 58102

Re: Billing Summary and Construction Contract Amendment Request  
City of Fargo Project FM-19-F1, Oak Grove FMP  
Oak Grove School Area  
Fargo, North Dakota

Dear Mr. Love:

Construction observation and testing charges accrued through our August 27, 2021, billing cutoff for the FM-19-F1, were approaching our current Total Construction Contract Amount. As of September 17, 2021 billing cutoff, the observation and testing charges accrued have approached near 100% of the Total Construction Contract Amount with work still remaining. This letter summarizes the factors contributing to our expected overages related to construction materials testing and observations, provides an estimate to cover our final construction costs, and requests an additional Construction Contract Amendment.

Our most recent invoice for the project was sent for August 27, 2021, billing cutoff and included a total work to date amount of \$46,470.25. Our Total Construction Contract Amount for the project is currently \$49,973.00, or \$50,488.50 if we include the environmental screening. For the purposes of this letter we have left the Total Construction Contract Amount as \$49,973.00. We have \$3,502.75 left in the Total Construction Contract Amount as of September 17, 2021.

We are requesting a Contract Amendment in the amount of \$21,041.50 to cover the charges we have accumulated to-date, plus charges we estimate will accrue in the remaining parts of the project to completion. The requested amount will also cover the remaining materials laboratory and project management hours, and the preparation of summary (Compliance Determination) reports for the project.

Some of the primary contributing factors to our expected overage are described below. Our original contract amount was derived from our May 15, 2019 proposal document for the City of Fargo's FM-19-A0, B0, C0, E0 and F0 projects, from which the project details and quantities have changed. We updated our May 15, 2019 proposal document on May 17, 2021 with a Change Order based on the updated plans dated March 2021. Assumptions within the change order dated May 17, 2021 are found on pages 1 and 2 of the document, as well as estimated trip amounts found in the cost estimate.

AA/EOE

- **Original Scope of Services Assumptions related to Oversight and Testing Frequencies:** The original proposal and change order showed assumptions on how often we expected to be called out for various tasks based on past experience with similar projects. Some of the assumptions that we included that were different than those documents are listed below.

#### Soils

- *Original scope assumption: One trip for density tests every 300 lineal feet of levee fill or inspection trench backfill (and floodwall backfill) constructed per 2 vertical feet of material placed beside each structure.* Due to the way the contractor split up the inspection trenches and backfill it ended up being closer to one trip every 50 to 100 lineal feet of levee fill, inspection trench backfill or floodwall backfill.
- *Original scope assumption: One trip to observe and evaluate floodwall excavations every 80 lineal feet and inspection trenches every 300 linear feet of excavation, as well as one trip per gateway foundation.* The contractor split the inspection trench excavation into segments of 50 to 150 feet per inspection trench trip.
  - These scope items above accounted for an expected 25 additional trips.
- 6 proctors shown on the cost estimate for levee materials. 9 proctors have been taken based on the variable materials onsite and the contractor getting materials from multiple sites nearby.

#### Concrete

- *Original scope assumptions: Two sets of four concrete cylinders for every 80 feet of concrete floodwall footings.* We have averaged taking closer to four sets of five concrete cylinders for every 80 feet of floodwall footing poured. Our original estimate was 8 total sets with 4 cylinders each for the floodwall footings but due to early issues with concrete and the scheduling of the pours we have ended up taking 19 sets for footings and sometimes taking as many as 6 cylinders per set if directed by Houston.
- Two mock panels have been tested that were not apart of our original scope.

#### Asphalt

- *Original scope assumptions: Three trips for sample pick up and asphalt content and extraction aggregate gradation tests.* Based on conversations with onsite Houston RPR we expect to take 4 samples of asphalt for extraction gradation and oil content in addition to the 4 we have already done.

#### Project Management

- *Additional associated project management work for increased scope.*

As of September 17, 2021, we expect to have the remaining scope additions to finish the project:

- 12 to 15 additional trips for compaction tests to finish off the levee.
- 4 additional trips for excavation observations of the floodwall excavation.
- 8 additional sets for concrete testing on the remaining floodwall footings.
- 10 additional sets for concrete testing on the remaining floodwall walls.
- 2 additional sets for concrete testing on the floodwall lids.
- 6 additional sets for concrete testing on the curb and gutter, access driveway and sidewalks.
- 4 additional trips for sampling and related asphalt tests.

The attached change order shows the current amounts as of September 17, 2021 plus the additional amounts expected to finish the project. If this arrangement is satisfactory, we will amend our Total Construction Contract Amount to \$71,014.50. If you have questions about these changes, call Matt Haugstad at 701.630.1245.

Sincerely,

BRAUN INTERTEC CORPORATION



Matthew A. Haugstad, PE  
Project Engineer



Nathan L. McKinney, PE  
Vice President/Principal Engineer



## Change Order Report

CO10011261  
Change Order

**Client:**  
Houston Engineering, Inc.  
Michael P. Love  
1401 21st Avenue North  
Fargo, ND 58102

**Work Site Address:**  
Oak Grove School Area  
Along Red River  
Fargo, ND

**Service Description:**  
Construction Materials Testing

Description	Quantity			Sales Price		Sales Amount			CO Total
	Orig	As of 9/17/2021	Estimated Total	Orig	As of 9/17/2021	Estimated Total			
<b>Project: 81905392.00 - FM-19-F1 - Oak Grove FMP</b>						<b>\$50,488.50</b>		<b>\$21,041.50</b>	
<b>Phase: 1 -Construction Materials Testing</b>						<b>\$49,973.00</b>		<b>\$20,526.00</b>	
<b>Activity: 1.1 -Soil Observation and Testing</b>						<b>\$16,653.00</b>		<b>\$7,767.00</b>	
206 -Excavation Observations	20.00	15.75	24	115.00	2,300.00	1811.25	2760.00	460.00	
207 -Compaction Testing - Nuclear	81.00	92.50	125	89.00	7,209.00	8232.50	11125.00	3,916.00	
209 -Sample pick-up	7.00	9.00	9	89.00	623.00	801.00	801.00	178.00	
1308 -Nuclear moisture-density meter charge, per hour	81.00	92.50	125	26.00	2,106.00	2405.00	3250.00	1,144.00	
1156 -Atterberg Limits LL and PL, Single-Point, per sample	6.00	9.00	10	121.00	726.00	1089.00	1210.00	484.00	
1861 -CMT Trip Charge	63.00	62.50	80	25.00	1,575.00	1562.50	2000.00	425.00	
1162 -Sieve Analysis with 200 wash, per sample	1.00	no change	1	166.00	166.00	no change	166.00	0.00	
1166 -Loss by Washing Through #200 Sieve, per sample	6.00	9.00	10	82.00	492.00	738.00	820.00	328.00	
1318 -Moisture Density Relationship (Standard), per sample	7.00	10.00	11	208.00	1,456.00	2080.00	2288.00	832.00	
<b>Activity: 1.2 -Concrete Observation and Testing</b>						<b>\$19,966.00</b>		<b>\$8,574.00</b>	
261 -Concrete Testing	110.00	99.25	154	89.00	9,790.00	8833.25	13706.00	3,916.00	
278 -Concrete Cylinder Pick up	6.00	12.25	20	89.00	534.00	1090.25	1780.00	1,246.00	
1861 -CMT Trip Charge	57.00	46.00	76	25.00	1,425.00	1150.00	1900.00	475.00	
1364 -Compressive strength of concrete cylinders (ASTM C 39),per specimen	249.00	208.00	338	33.00	8,217.00	6864.00	11154.00	2,937.00	
<b>Activity: 1.3 -Pavement Testing</b>						<b>\$1,399.00</b>		<b>\$1,921.00</b>	
209 -Sample pick-up	5.00	4.50	9	89.00	445.00	400.50	801.00	356.00	
1861 -CMT Trip Charge	3.00	3.00	7	25.00	75.00	75.00	175.00	100.00	
1530 -Asphalt Content, per sample	3.00	4.00	8	174.00	522.00	696.00	1392.00	870.00	
1532 -Extracted Aggregate Gradation, per sample	3.00	4.00	8	119.00	357.00	476.00	952.00	595.00	
<b>Activity: 1.4 -Engineering and Consulting Services</b>						<b>\$2,893.00</b>		<b>\$0.00</b>	
126 -Project Engineer	10.00	1.25	10	185.00	1,850.00	231.25	1850.00	0.00	
128 -Senior Engineer	4.00	0.75	4	207.00	828.00	155.25	828.00	0.00	
238 -Project Assistant	2.00	no change	2	95.00	190.00	no change	190.00	0.00	
1861 -CMT Trip Charge	1.00	1.00	1	25.00	25.00	25.00	25.00	0.00	
<b>Activity: 1.5 -Project Management and Oversight</b>						<b>\$9,062.00</b>		<b>\$2,264.00</b>	
226 -Project Manager	32.00	31.50	42	185.00	5,920.00	5827.50	7770.00	1,850.00	
228 -Senior Project Manager	6.00	2.00	8	207.00	1,242.00	414.00	1656.00	414.00	
238 -Project Assistant	20.00	10.50	20	95.00	1,900.00	997.50	1900.00	0.00	
<b>Phase: 2 -Environmental Screening</b>						<b>\$515.50</b>		<b>\$515.50</b>	
<b>Activity: 2.1 -Environmental Screening</b>						<b>\$0.00</b>		<b>\$515.50</b>	
128 -Senior Engineer	0.00	1.50	1.5	207.00	0.00	310.50	310.50	310.50	
1861 -CMT Trip Charge	0.00	1.00	1	25.00	0.00	25.00	25.00	25.00	
5036 -PID w/10.6 eV lamp, per day	0.00	1.00	1	180.00	0.00	180.00	180.00	180.00	

Current Project Budget: \$49,973.00  
 Change Order Total: \$21,041.50  
 New Project Budget: \$71,014.50

12

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SR-21-A1

Type: Final Balancing Change Order #3

Location: Citywide

Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	12/13/2021
PWPEC File	X
Project File	Brandon Beaudry

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, for Final Balancing Change Order #3 in the amount of \$9,465.50, 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 \$9,465.50, bringing the total contract amount to \$731,221.00.

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

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Final Balancing Change Order #3 in the amount of \$9,465.50, bringing the total contract amount to \$731,221.00 to Master Construction.

PROJECT FINANCING INFORMATION:

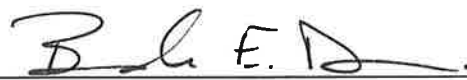
Recommended source of funding for project: Sales Tax & Special Assessments

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, 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 30, 2021  
**Re:** Project No. SR-21-A1 - Final Balancing Change Order #3  
Sidewalk & Shared Use Path Rehab/Reconstruction

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**Background:**

Attached is Final Balancing Change Order #3 in the amount of \$9,465.50 for Project No. SR-21-A1. The original contract bid price for this project was \$668,206.50 and this FBCO #3 will bring the project final amount to \$731,221 (a 9.4% increase). The majority of the FBCO #3 is for additional reconstruction sidewalk that will be assessed to the Property Owners.

**Recommended Motion:**

Approve Final Balancing Change Order #3 in the amount of \$9,465.50 to Master Construction Co Inc.

Attachment

C: Tom Knakmuhs  
Kristy Schmidt

Project No SR-21-A1 Change Order No 3  
 Project Name Sidewalk & Shared Use Path Rehab/Reconstruction  
 Date Entered 11/30/2021 For Master Construction Co Inc

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

**EXPLANATION OF CHANGE:** Final Balancing Change Order

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Assessed	1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	1,671.00	0.00	1,671.00	196.00	1,867.00	95.00	18,620.00
	2	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	241.00	0.00	241.00	-7.00	234.00	105.00	-735.00
	3	Rem & Repl Driveway 6" Thick Reinf Conc	SY	40.00	24.00	64.00	58.00	122.00	120.00	6,960.00
	4	F&I Sidewalk 4" Thick Reinf Conc	SY	4,237.00	0.00	4,237.00	-764.00	3,473.00	61.00	-46,604.00
	6	Remove Pavement All Thicknesses All Types	SY	77.00	0.00	77.00	-48.00	29.00	11.00	-528.00
	7	Remove Sidewalk All Thicknesses All Types	SY	20.00	0.00	20.00	-10.00	10.00	10.00	-100.00
	10	Topsoil - Import Special	CY	20.00	0.00	20.00	-20.00	0.00	51.00	-1,020.00
	11	Sodding	SY	20.00	0.00	20.00	-20.00	0.00	8.00	-160.00
						<b>Assessed Sub Total (\$)</b>				<b>-23,567.00</b>
City Paid	12	Rem & Repl Curb & Gutter	LF	320.00	110.00	430.00	86.00	516.00	52.00	4,472.00
	13	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	517.00	0.00	517.00	27.00	544.00	91.00	2,457.00
	14	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	115.00	0.00	115.00	87.00	202.00	99.00	8,613.00
	15	F&I Sidewalk 4" Thick Reinf Conc	SY	827.00	50.00	877.00	13.00	890.00	61.00	793.00
	16	F&I Sidewalk 6" Thick Reinf Conc	SY	53.00	155.00	208.00	5.00	213.00	70.00	350.00
	17	F&I Driveway 6" Thick Reinf Conc	SY	78.00	0.00	78.00	-9.00	69.00	70.00	-630.00
	18	F&I Det Warn Panels Cast Iron	SF	565.00	0.00	565.00	71.00	636.00	49.50	3,514.50

CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

City Paid	EA	4.00	0.00	4.00	1.00	5.00	625.00	625.00
19	EA	4.00	0.00	4.00	1.00	5.00	625.00	625.00
		5,000.00	0.00	5,000.00	1,227.00	6,227.00	2,454.00	2,454.00
21	SY	5,000.00	0.00	5,000.00	1,227.00	6,227.00	3,681.00	3,681.00
22	SY	20.00	0.00	20.00	-20.00	0.00	-160.00	-160.00
23	SY	76.00	0.00	76.00	46.00	122.00	460.00	460.00
24	SY	203.00	0.00	203.00	-84.00	119.00	-672.00	-672.00
25	SY	40.00	0.00	40.00	-40.00	0.00	-3,360.00	-3,360.00
26	SY	112.00	0.00	112.00	-5.00	107.00	-250.00	-250.00
27	CY	1.00	0.00	1.00	-1.00	0.00	-1,925.00	-1,925.00
30	EA	12.00	0.00	12.00	-12.00	0.00	-900.00	-900.00
32	SY	0.00	0.00	0.00	1.00	1.00	22,500.00	22,500.00
34	LS							
35	LS							
36	LS							
37	LS							
33	SY							
* NC Items								
<b>Summary</b>								
							<b>City Paid Sub Total (\$)</b>	32,122.50
							<b>Broadway Sidewalk Spot Repair Sub Total (\$)</b>	910.00
							<b>Grand Total (\$)</b>	9,465.50



**Source Of Funding**

Net Amount Change Order # 3 (\$)	9,465.50
Previous Change Orders (\$)	53,549.00
Original Contract Amount (\$)	668,206.50
Total Contract Amount (\$)	731,221.00

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/11/2021	11/01/2021	0.00	0.00	10/11/2021	11/01/2021

**Description**

**APPROVED**

For Contractor

Title

11/30/21  
*[Signature]*  
Contractor

**APPROVED DATE**

Department Head

Mayor

Attest

*[Signature]*  
12/7/21

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SL-21-A1 Type: Negative Final Balancing Change Order #3

Location: Citywide Date of Hearing: 12/6/2021

Routing	Date
City Commission	12/13/2021
PWPEC File	X
Project File	Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Negative Final Balancing Change Order #3 in the amount of \$-4,139.50, 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 \$-4,139.50, bringing the total contract amount to \$294,690.00.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Strata Corp.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of \$-4,139.50, bringing the total contract amount to \$294,690.00 to Strata Corp.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds

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

COMMITTEE

	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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

Brenda E. Derrig, P.E. City Engineer

C: Kristi Olson

Project No	SL-21-A1	Change Order No	3
Project Name	Street Lighting	For	Strata Corporation
Date Entered	12/2/2021		

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

**EXPLANATION OF CHANGE:** Final Balancing Change Order

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Feedpoint site 1	1	Repair Street Light Miscellaneous	EA	21.00	0.00	21.00	-4.00	17.00	350.00	-1,400.00
	3	Directional Boring	LF	262.00	0.00	262.00	-12.00	250.00	12.00	-144.00
	4	F&I Innerduct 1.5" Dia	LF	262.00	0.00	262.00	-12.00	250.00	2.50	-30.00
	5	F&I Conductor #6 USE Cu	LF	786.00	0.00	786.00	-36.00	750.00	2.00	-72.00
	110	Repair Street Light Miscellaneous	EA	19.00	0.00	19.00	-2.00	17.00	85.00	-170.00
<b>Feedpoint site 1 Sub Total (\$)</b>										-1,816.00
Feedpoint site 2	10	Directional Boring	LF	454.00	0.00	454.00	-1.00	453.00	12.00	-12.00
	11	F&I Innerduct 1.5" Dia	LF	454.00	0.00	454.00	-1.00	453.00	2.50	-2.50
	12	F&I Conductor #6 USE Cu	LF	1,362.00	0.00	1,362.00	-3.00	1,359.00	2.00	-6.00
<b>Feedpoint site 2 Sub Total (\$)</b>										-20.50
Feedpoint site 3	14	Repair Street Light Miscellaneous	EA	26.00	0.00	26.00	-2.00	24.00	350.00	-700.00
	112	Repair Street Light Miscellaneous	EA	25.00	0.00	25.00	-1.00	24.00	85.00	-85.00
<b>Feedpoint site 3 Sub Total (\$)</b>										-785.00
Roundabout site 5	28	Directional Boring	LF	150.00	0.00	150.00	-10.00	140.00	12.00	-120.00
	29	F&I Innerduct 1.5" Dia	LF	150.00	0.00	150.00	-10.00	140.00	2.50	-25.00
	30	F&I Conductor #6 USE Cu	LF	450.00	0.00	450.00	-10.00	440.00	2.00	-20.00
	114	* install pull box	EA	0.00	0.00	0.00	2.00	2.00	2,000.00	4,000.00
<b>Roundabout site 5 Sub Total (\$)</b>										3,835.00

Roundabout site 6	36	F&I Innerduct 1.5" Dia	LF	75.00	0.00	75.00	-14.00	61.00	10.00	-140.00
	37	F&I Conductor #6 USE Cu	LF	225.00	0.00	225.00	-30.00	195.00	4.50	-135.00
									<b>Roundabout site 6 Sub Total (\$)</b>	<b>-275.00</b>
Roundabout site 7	41	F&I Innerduct 1.5" Dia	LF	75.00	0.00	75.00	-25.00	50.00	10.00	-250.00
	42	F&I Conductor #6 USE Cu	LF	225.00	0.00	225.00	228.00	453.00	4.50	1,026.00
									<b>Roundabout site 7 Sub Total (\$)</b>	<b>776.00</b>
Roundabout site 9	51	F&I Innerduct 1.5" Dia	LF	100.00	0.00	100.00	-25.00	75.00	10.00	-250.00
									<b>Roundabout site 9 Sub Total (\$)</b>	<b>-250.00</b>
Site 11	59	F&I Innerduct 1.5" Dia	LF	25.00	0.00	25.00	-13.00	12.00	10.00	-130.00
	60	F&I Conductor #6 USE Cu	LF	75.00	0.00	75.00	-39.00	36.00	4.50	-175.50
									<b>Site 11 Sub Total (\$)</b>	<b>-305.50</b>
Site 13	63	F&I Detection In-Ground Loop	EA	4.00	1.00	5.00	-1.00	4.00	2,000.00	-2,000.00
									<b>Site 13 Sub Total (\$)</b>	<b>-2,000.00</b>
Site 14	67	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	15.00	0.00	15.00	-14.00	1.00	200.00	-2,800.00
									<b>Site 14 Sub Total (\$)</b>	<b>-2,800.00</b>
Site 24	83	F&I Conductor #6 USE Cu	LF	1,089.00	0.00	1,089.00	-33.00	1,056.00	2.00	-66.00
									<b>Site 24 Sub Total (\$)</b>	<b>-66.00</b>
Site 26	85	Directional Boring	LF	295.00	0.00	295.00	-14.00	281.00	12.00	-168.00
	86	F&I Innerduct 1.5" Dia	LF	295.00	0.00	295.00	-14.00	281.00	2.50	-35.00
	87	F&I Conductor #6 USE Cu	LF	885.00	0.00	885.00	-42.00	843.00	2.00	-84.00
									<b>Site 26 Sub Total (\$)</b>	<b>-287.00</b>
Site 27	88	Directional Boring	LF	306.00	0.00	306.00	-10.00	296.00	12.00	-120.00
	89	F&I Innerduct 1.5" Dia	LF	306.00	0.00	306.00	-10.00	296.00	2.50	-25.00
									<b>Site 27 Sub Total (\$)</b>	<b>-145.00</b>
Site 35	116	Install Street Light	EA	7,512.50	0.00	7,512.50	-0.50	7,512.00	1.00	-0.50
									<b>Site 35 Sub Total (\$)</b>	<b>-0.50</b>
									<b>Grand Total (\$)</b>	<b>-4,139.50</b>

\* NC Items



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Summary

Source Of Funding	
Net Amount Change Order # 3 (\$)	-4,139.50
Previous Change Orders (\$)	36,332.00
Original Contract Amount (\$)	262,497.50
Total Contract Amount (\$)	294,690.00

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

CONTRACT TIME

Current Substantial Completion Date	11/05/2021	Current Final Completion Date	11/05/2021	Additional Days Substantial Completion	0.00	Additional Days Final Completion	0.00	New Substantial Completion Date	11/05/2021	New Final Completion Date	
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Description

APPROVED

For Contractor

Title

*Keith Walker*  
Strata Corp  
Electrical Manager

APPROVED DATE

Department Head  
*[Signature]*  
Mayor

12/17/21

Attest



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

<b>Project No.</b>	SL-21-A1
<b>Project Name</b>	Street Lighting
<b>Type</b>	Street Lighting
<b>Description</b>	Citywide
<b>Pay Estimate Number</b>	5 - FINAL
<b>From Date</b>	11/09/2021
<b>To Date</b>	12/01/2021

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Strata Corporation has performed the work to date shown on this statement

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
<b>Feedpoint site 1</b>								
1 Repair Street Light Miscellaneous	EA	21.00	350.00	17.00	5,950.00	0.00	0.00	80.95
2 F&I Feed Point	EA	1.00	8,000.00	1.00	8,000.00	0.00	0.00	100.00
3 Directional Boring	LF	262.00	12.00	250.00	3,000.00	0.00	0.00	95.42
4 F&I Innerduct 1.5" Dia	LF	262.00	2.50	250.00	625.00	0.00	0.00	95.42
5 F&I Conductor #6 USE Cu	LF	786.00	2.00	750.00	1,500.00	0.00	0.00	95.42
6 Remove Feed Point	EA	2.00	250.00	2.00	500.00	0.00	0.00	100.00
7 F&I Pull Box	EA	1.00	1,000.00	1.00	1,000.00	0.00	0.00	100.00
110 Repair Street Light Miscellaneous	EA	19.00	85.00	17.00	1,445.00	0.00	0.00	89.47
<b>Feedpoint site 1 Sub Total</b>				<b>22,020.00</b>	<b>22,020.00</b>	<b>0.00</b>	<b>0.00</b>	



ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
<b>Feedpoint site 2</b>										
8	Repair Street Light Miscellaneous	EA	350.00	27.00	9,450.00	0.00	0.00	27.00	9,450.00	100.00
9	F&I Feed Point	EA	8,000.00	1.00	8,000.00	0.00	0.00	1.00	8,000.00	100.00
10	Directional Boring	LF	12.00	453.00	5,436.00	0.00	0.00	453.00	5,436.00	99.78
11	F&I Innerduct 1.5" Dia	LF	2.50	453.00	1,132.50	0.00	0.00	453.00	1,132.50	99.78
12	F&I Conductor #6 USE Cu	LF	2.00	1,359.00	2,718.00	0.00	0.00	1,359.00	2,718.00	99.78
13	Remove Feed Point	EA	100.00	3.00	300.00	0.00	0.00	3.00	300.00	100.00
111	Repair Street Light Miscellaneous	EA	85.00	27.00	2,295.00	0.00	0.00	27.00	2,295.00	100.00
				<b>Feedpoint site 2 Sub Total</b>	<b>29,331.50</b>		<b>0.00</b>		<b>29,331.50</b>	
<b>Feedpoint site 3</b>										
14	Repair Street Light Miscellaneous	EA	350.00	26.00	8,400.00	0.00	0.00	24.00	8,400.00	92.31
15	F&I Feed Point	EA	8,000.00	1.00	8,000.00	0.00	0.00	1.00	8,000.00	100.00
16	Directional Boring	LF	12.00	140.00	1,680.00	0.00	0.00	140.00	1,680.00	100.00
17	F&I Innerduct 1.5" Dia	LF	2.50	140.00	350.00	0.00	0.00	140.00	350.00	100.00
18	F&I Conductor #6 USE Cu	LF	2.00	420.00	840.00	0.00	0.00	420.00	840.00	100.00
19	Remove Feed Point	EA	100.00	3.00	300.00	0.00	0.00	3.00	300.00	100.00
112	Repair Street Light Miscellaneous	EA	85.00	24.00	2,040.00	0.00	0.00	24.00	2,040.00	96.00
				<b>Feedpoint site 3 Sub Total</b>	<b>21,610.00</b>		<b>0.00</b>		<b>21,610.00</b>	
<b>Feedpoint site 4</b>										
20	Repair Street Light Miscellaneous	EA	350.00	15.00	5,250.00	0.00	0.00	15.00	5,250.00	100.00
21	F&I Feed Point	EA	8,000.00	1.00	8,000.00	0.00	0.00	1.00	8,000.00	100.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Previous			Current			To Date			Percentage	
		Quantity	Unit Price (\$)	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)	Complete(%)
22	Directional Boring	212.00	12.00	2,544.00	0.00	0.00	212.00	2,544.00	212.00	2,544.00	100.00	100.00
23	F&I Innerduct 1.5" Dia	212.00	2.50	530.00	0.00	0.00	212.00	530.00	212.00	530.00	100.00	100.00
24	F&I Conductor #6 USE Cu	636.00	2.00	1,272.00	0.00	0.00	636.00	1,272.00	636.00	1,272.00	100.00	100.00
25	Remove Feed Point	2.00	100.00	200.00	0.00	0.00	2.00	200.00	2.00	200.00	100.00	100.00
113	Repair Street Light Miscellaneous	15.00	85.00	1,275.00	0.00	0.00	15.00	1,275.00	15.00	1,275.00	100.00	100.00
<b>Roundabout site 4 Sub Total</b>				<b>19,071.00</b>	<b>0.00</b>	<b>19,071.00</b>	<b>0.00</b>	<b>19,071.00</b>	<b>19,071.00</b>	<b>0.00</b>	<b>100.00</b>	<b>100.00</b>
26	Remove Street Light	2.00	200.00	400.00	0.00	0.00	2.00	400.00	2.00	400.00	100.00	100.00
27	Remove Base	2.00	700.00	1,400.00	0.00	0.00	2.00	1,400.00	2.00	1,400.00	100.00	100.00
28	Directional Boring	150.00	12.00	1,680.00	0.00	0.00	140.00	1,680.00	140.00	1,680.00	93.33	93.33
29	F&I Innerduct 1.5" Dia	150.00	2.50	350.00	0.00	0.00	140.00	350.00	140.00	350.00	93.33	93.33
30	F&I Conductor #6 USE Cu	450.00	2.00	880.00	0.00	0.00	440.00	880.00	440.00	880.00	97.78	97.78
31	F&I Luminaire Type A	2.00	800.00	1,600.00	0.00	0.00	2.00	1,600.00	2.00	1,600.00	100.00	100.00
32	F&I Light Standard Type A	2.00	3,000.00	6,000.00	0.00	0.00	2.00	6,000.00	2.00	6,000.00	100.00	100.00
33	F&I Base 7' Deep Reinf Conc	2.00	1,400.00	2,800.00	0.00	0.00	2.00	2,800.00	2.00	2,800.00	100.00	100.00
114	install pull box	2.00	2,000.00	4,000.00	0.00	0.00	2.00	4,000.00	2.00	4,000.00	100.00	100.00
<b>Roundabout site 5 Sub Total</b>				<b>19,110.00</b>	<b>0.00</b>	<b>19,110.00</b>	<b>0.00</b>	<b>19,110.00</b>	<b>19,110.00</b>	<b>0.00</b>	<b>100.00</b>	<b>100.00</b>
34	Remove Base	2.00	700.00	1,400.00	0.00	0.00	2.00	1,400.00	2.00	1,400.00	100.00	100.00
35	F&I Street Light Foundation	2.00	1,200.00	2,400.00	0.00	0.00	2.00	2,400.00	2.00	2,400.00	100.00	100.00
36	F&I Innerduct 1.5" Dia	75.00	10.00	610.00	0.00	0.00	61.00	610.00	61.00	610.00	81.33	81.33





ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET

Contract	Unit	Previous			Current			To Date			Percentage Complete(%)
		Quantity	Unit Price (\$)	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
37 F&I Conductor #6 USE Cu	LF	225.00	4.50	877.50	0.00	0.00	195.00	877.50	195.00	877.50	86.67
38 Relocate Street Light	EA	2.00	2,500.00	5,000.00	0.00	0.00	2.00	5,000.00	2.00	5,000.00	100.00
<b>Roundabout site 7</b>		<b>Roundabout site 6 Sub Total</b>			<b>10,287.50</b>	<b>0.00</b>		<b>10,287.50</b>			
39 Remove Base	EA	2.00	700.00	1,400.00	0.00	0.00	2.00	1,400.00	2.00	1,400.00	100.00
40 F&I Street Light Foundation	EA	2.00	1,200.00	2,400.00	0.00	0.00	2.00	2,400.00	2.00	2,400.00	100.00
41 F&I Innerduct 1.5" Dia	LF	75.00	10.00	500.00	0.00	0.00	50.00	500.00	50.00	500.00	66.67
42 F&I Conductor #6 USE Cu	LF	225.00	4.50	2,038.50	0.00	0.00	453.00	2,038.50	453.00	2,038.50	201.33*
43 Relocate Street Light	EA	2.00	2,500.00	5,000.00	0.00	0.00	2.00	5,000.00	2.00	5,000.00	100.00
<b>Roundabout site 8</b>		<b>Roundabout site 7 Sub Total</b>			<b>11,338.50</b>	<b>0.00</b>		<b>11,338.50</b>			
44 Remove Base	EA	3.00	700.00	2,100.00	0.00	0.00	3.00	2,100.00	3.00	2,100.00	100.00
45 F&I Street Light Foundation	EA	3.00	1,200.00	3,600.00	0.00	0.00	3.00	3,600.00	3.00	3,600.00	100.00
46 F&I Innerduct 1.5" Dia	LF	75.00	10.00	750.00	0.00	0.00	75.00	750.00	75.00	750.00	100.00
47 F&I Conductor #6 USE Cu	LF	225.00	4.50	1,012.50	0.00	0.00	225.00	1,012.50	225.00	1,012.50	100.00
48 Relocate Street Light	EA	3.00	2,500.00	7,500.00	0.00	0.00	3.00	7,500.00	3.00	7,500.00	100.00
<b>Roundabout site 9</b>		<b>Roundabout site 8 Sub Total</b>			<b>14,962.50</b>	<b>0.00</b>		<b>14,962.50</b>			
49 Remove Base	EA	4.00	700.00	2,800.00	0.00	0.00	4.00	2,800.00	4.00	2,800.00	100.00
50 F&I Street Light Foundation	EA	4.00	1,000.00	4,000.00	0.00	0.00	4.00	4,000.00	4.00	4,000.00	100.00
51 F&I Innerduct 1.5" Dia	LF	100.00	10.00	750.00	0.00	0.00	75.00	750.00	75.00	750.00	75.00



ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
52	F&I Conductor #6 USE Cu LF	300.00	4.50	300.00	1,350.00	0.00	0.00	100.00
53	Relocate Street Light EA	4.00	2,500.00	4.00	10,000.00	0.00	0.00	100.00
<b>Site 10</b>		Roundabout site 9 Sub Total		18,900.00		0.00		18,900.00
54	Salvage Traffic Signal Equipment LS	1.00	800.00	1.00	800.00	0.00	0.00	100.00
55	F&I Signal Cable AWG 14/20 LF	153.00	4.00	153.00	612.00	0.00	0.00	100.00
56	F&I Head 5 Sect Cluster w/12" LED MA Mtd EA	1.00	4,000.00	1.00	4,000.00	0.00	0.00	100.00
<b>Site 10 Sub Total</b>		5,412.00		5,412.00		0.00		5,412.00
<b>Site 11</b>								
57	Remove Base EA	1.00	700.00	1.00	700.00	0.00	0.00	100.00
58	F&I Street Light Foundation EA	1.00	1,200.00	1.00	1,200.00	0.00	0.00	100.00
59	F&I Innerduct 1.5" Dia LF	25.00	10.00	12.00	120.00	0.00	0.00	48.00
60	F&I Conductor #6 USE Cu LF	75.00	4.50	36.00	162.00	0.00	0.00	48.00
61	Relocate Street Light EA	1.00	2,500.00	1.00	2,500.00	0.00	0.00	100.00
<b>Site 11 Sub Total</b>		4,682.00		4,682.00		0.00		4,682.00
<b>Site 12</b>								
62	F&I Detection In-Ground Loop EA	1.00	2,000.00	1.00	2,000.00	0.00	0.00	100.00
<b>Site 12 Sub Total</b>		2,000.00		2,000.00		0.00		2,000.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)	
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)		
<b>Site 13</b>									
63 F&I Detection In-Ground Loop	EA	5.00	2,000.00	4.00	8,000.00	0.00	4.00	8,000.00	80.00
				<b>Site 13 Sub Total</b>		<b>8,000.00</b>		<b>8,000.00</b>	
<b>Site 14</b>									
64 Directional Boring	LF	195.00	12.00	195.00	2,340.00	0.00	195.00	2,340.00	100.00
65 F&I Innerduct 1.5" Dia	LF	195.00	2.50	195.00	487.50	0.00	195.00	487.50	100.00
66 F&I Conductor #6 USE Cu	LF	585.00	2.00	585.00	1,170.00	0.00	585.00	1,170.00	100.00
67 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	15.00	200.00	1.00	200.00	0.00	1.00	200.00	6.67
				<b>Site 14 Sub Total</b>		<b>4,197.50</b>		<b>4,197.50</b>	
<b>Site 15</b>									
68 F&I Detection In-Ground Loop	EA	1.00	2,000.00	1.00	2,000.00	0.00	1.00	2,000.00	100.00
				<b>Site 15 Sub Total</b>		<b>2,000.00</b>		<b>2,000.00</b>	
<b>Site 16</b>									
69 F&I Detection In-Ground Loop	EA	1.00	2,000.00	1.00	2,000.00	0.00	1.00	2,000.00	100.00
				<b>Site 16 Sub Total</b>		<b>2,000.00</b>		<b>2,000.00</b>	
<b>Site 17</b>									
70 F&I Elec Sign Driver Feedback Solar	EA	1.00	11,800.00	1.00	11,800.00	0.00	1.00	11,800.00	100.00
				<b>Site 17 Sub Total</b>		<b>11,800.00</b>		<b>11,800.00</b>	



ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET

Contract	Unit	Previous			Current			To Date			Percentage Complete(%)
		Quantity	Unit Price (\$)	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
<b>Site 18</b>											
71 Repair Street Light Miscellaneous	EA	1.00	1,500.00	1.00	1,500.00	0.00	0.00	1.00	1,500.00	100.00	
				<b>Site 18 Sub Total</b>	<b>1,500.00</b>		<b>0.00</b>		<b>1,500.00</b>		
<b>Site 19</b>											
72 Directional Boring	LF	235.00	12.00	2,820.00	0.00	0.00	0.00	235.00	2,820.00	100.00	
73 F&I Innerduct 1.5" Dia	LF	235.00	2.50	587.50	0.00	0.00	0.00	235.00	587.50	100.00	
74 F&I Conductor #6 USE Cu	LF	705.00	2.00	1,410.00	0.00	0.00	0.00	705.00	1,410.00	100.00	
				<b>Site 19 Sub Total</b>	<b>4,817.50</b>		<b>0.00</b>		<b>4,817.50</b>		
<b>Site 20</b>											
75 Repair Street Light Miscellaneous	EA	2.00	1,500.00	2.00	3,000.00	0.00	0.00	2.00	3,000.00	100.00	
				<b>Site 20 Sub Total</b>	<b>3,000.00</b>		<b>0.00</b>		<b>3,000.00</b>		
<b>Site 21</b>											
76 F&I Base 5' Deep Reinf Conc	EA	1.00	800.00	1.00	800.00	0.00	0.00	1.00	800.00	100.00	
77 Remove Base	EA	1.00	700.00	1.00	700.00	0.00	0.00	1.00	700.00	100.00	
				<b>Site 21 Sub Total</b>	<b>1,500.00</b>		<b>0.00</b>		<b>1,500.00</b>		
<b>Site 22</b>											
78 F&I Base 5' Deep Reinf Conc	EA	1.00	800.00	1.00	800.00	0.00	0.00	1.00	800.00	100.00	
79 Remove Base	EA	1.00	700.00	1.00	700.00	0.00	0.00	1.00	700.00	100.00	
				<b>Site 22 Sub Total</b>	<b>1,500.00</b>		<b>0.00</b>		<b>1,500.00</b>		



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity		Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
<b>Site 23</b>											
80	Repair Street Light Miscellaneous EA	1.00	1,500.00	1.00	1,500.00	0.00	0.00	1.00	1,500.00	100.00	
				<b>Site 23 Sub Total</b>	<b>1,500.00</b>		<b>0.00</b>		<b>1,500.00</b>		
<b>Site 24</b>											
81	Directional Boring LF	349.00	12.00	349.00	4,188.00	0.00	0.00	349.00	4,188.00	100.00	
82	F&I Innerduct 1.5" Dia LF	349.00	2.50	349.00	872.50	0.00	0.00	349.00	872.50	100.00	
83	F&I Conductor #6 USE Cu LF	1,089.00	2.00	1,056.00	2,112.00	0.00	0.00	1,056.00	2,112.00	96.97	
				<b>Site 24 Sub Total</b>	<b>7,172.50</b>		<b>0.00</b>		<b>7,172.50</b>		
<b>Site 25</b>											
84	Remove Feed Point EA	1.00	500.00	1.00	500.00	0.00	0.00	1.00	500.00	100.00	
				<b>Site 25 Sub Total</b>	<b>500.00</b>		<b>0.00</b>		<b>500.00</b>		
<b>Site 26</b>											
85	Directional Boring LF	295.00	12.00	281.00	3,372.00	0.00	0.00	281.00	3,372.00	95.25	
86	F&I Innerduct 1.5" Dia LF	295.00	2.50	281.00	702.50	0.00	0.00	281.00	702.50	95.25	
87	F&I Conductor #6 USE Cu LF	885.00	2.00	843.00	1,686.00	0.00	0.00	843.00	1,686.00	95.25	
				<b>Site 26 Sub Total</b>	<b>5,760.50</b>		<b>0.00</b>		<b>5,760.50</b>		
<b>Site 27</b>											
88	Directional Boring LF	306.00	12.00	296.00	3,552.00	0.00	0.00	296.00	3,552.00	96.73	
89	F&I Innerduct 1.5" Dia LF	306.00	2.50	296.00	740.00	0.00	0.00	296.00	740.00	96.73	
90	F&I Conductor #6 USE Cu LF	318.00	2.00	318.00	636.00	0.00	0.00	318.00	636.00	100.00	





**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Previous			Current			To Date			Percentage Complete(%)
		Quantity	Unit Price (\$)	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
91	Remove Feed Point	EA	2.00	250.00	500.00	0.00	0.00	2.00	500.00	100.00	
92	F&I Pull Box	EA	1.00	1,000.00	1,000.00	0.00	0.00	1.00	1,000.00	100.00	
<b>Site 27 Sub Total</b>				<b>6,428.00</b>	<b>0.00</b>	<b>0.00</b>			<b>6,428.00</b>		
<b>Site 28</b>											
93	F&I Innerduct 1.5" Dia	LF	250.00	2.50	625.00	0.00	0.00	250.00	625.00	100.00	
94	Directional Boring	LF	250.00	12.00	3,000.00	0.00	0.00	250.00	3,000.00	100.00	
95	F&I Conductor #6 USE Cu	LF	750.00	2.00	1,500.00	0.00	0.00	750.00	1,500.00	100.00	
<b>Site 28 Sub Total</b>				<b>5,125.00</b>	<b>0.00</b>	<b>0.00</b>			<b>5,125.00</b>		
<b>Site 29</b>											
96	F&I Innerduct 1.5" Dia	LF	225.00	2.50	562.50	0.00	0.00	225.00	562.50	100.00	
97	Directional Boring	LF	225.00	12.00	2,700.00	0.00	0.00	225.00	2,700.00	100.00	
98	F&I Conductor #6 USE Cu	LF	675.00	2.00	1,350.00	0.00	0.00	675.00	1,350.00	100.00	
<b>Site 29 Sub Total</b>				<b>4,612.50</b>	<b>0.00</b>	<b>0.00</b>			<b>4,612.50</b>		
<b>Site 30</b>											
99	F&I Innerduct 1.5" Dia	LF	210.00	2.50	525.00	0.00	0.00	210.00	525.00	100.00	
100	Directional Boring	LF	210.00	12.00	2,520.00	0.00	0.00	210.00	2,520.00	100.00	
101	F&I Conductor #6 USE Cu	LF	630.00	2.00	1,260.00	0.00	0.00	630.00	1,260.00	100.00	
<b>Site 30 Sub Total</b>				<b>4,305.00</b>	<b>0.00</b>	<b>0.00</b>			<b>4,305.00</b>		
<b>Site 31</b>											
102	F&I Detection In-Ground Loop	EA	2.00	2,000.00	4,000.00	0.00	0.00	2.00	4,000.00	100.00	
<b>Site 31 Sub Total</b>				<b>4,000.00</b>	<b>0.00</b>	<b>0.00</b>			<b>4,000.00</b>		



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
<b>Site 32</b>										
103 F&I Innerduct 1.5" Dia	LF	233.00	2.50	233.00	582.50	0.00	0.00	233.00	582.50	100.00
104 Directional Boring	LF	233.00	12.00	233.00	2,796.00	0.00	0.00	233.00	2,796.00	100.00
105 F&I Conductor #6 USE Cu	LF	699.00	2.00	699.00	1,398.00	0.00	0.00	699.00	1,398.00	100.00
				<b>Site 32 Sub Total</b>	<b>4,776.50</b>		<b>0.00</b>		<b>4,776.50</b>	
<b>Site 33</b>										
106 F&I Innerduct 1.5" Dia	LF	217.00	2.50	217.00	542.50	0.00	0.00	217.00	542.50	100.00
107 Directional Boring	LF	217.00	12.00	217.00	2,604.00	0.00	0.00	217.00	2,604.00	100.00
108 F&I Conductor #6 USE Cu	LF	651.00	2.00	651.00	1,302.00	0.00	0.00	651.00	1,302.00	100.00
109 F&I Detection In-Ground Loop	EA	1.00	2,000.00	1.00	2,000.00	0.00	0.00	1.00	2,000.00	100.00
				<b>Site 33 Sub Total</b>	<b>6,448.50</b>		<b>0.00</b>		<b>6,448.50</b>	
<b>Site 34</b>										
117 Directional Boring	LF	220.00	12.00	0.00	0.00	220.00	2,640.00	220.00	2,640.00	100.00
120 F&I Conductor #6 USE Cu	LF	660.00	2.00	0.00	0.00	660.00	1,320.00	660.00	1,320.00	100.00
123 F&I Innerduct 1.5" Dia	LF	220.00	2.50	0.00	0.00	220.00	550.00	220.00	550.00	100.00
				<b>Site 34 Sub Total</b>	<b>0.00</b>		<b>4,510.00</b>		<b>4,510.00</b>	
<b>Site 35</b>										
116 Install Street Light	EA	7,512.50	1.00	0.00	0.00	7,512.00	7,512.00	7,512.00	7,512.00	99.99
				<b>Site 35 Sub Total</b>	<b>0.00</b>		<b>7,512.00</b>		<b>7,512.00</b>	
<b>Site 36</b>										
118 Directional Boring	LF	274.00	12.00	0.00	0.00	274.00	3,288.00	274.00	3,288.00	100.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
121 F&I Conductor #6 USE Cu	LF	822.00	2.00	0.00	0.00	822.00	1,644.00	822.00	1,644.00	100.00
124 F&I Innerduct 1.5" Dia	LF	274.00	2.50	0.00	0.00	274.00	685.00	274.00	685.00	100.00
<b>Site 36 Sub Total</b>				<b>0.00</b>	<b>0.00</b>		<b>5,617.00</b>		<b>5,617.00</b>	
115 F&I Detection In-Ground Loop	EA	2.00	2,000.00	0.00	0.00	2.00	4,000.00	2.00	4,000.00	100.00
<b>Site 37 Sub Total</b>				<b>0.00</b>	<b>0.00</b>		<b>4,000.00</b>		<b>4,000.00</b>	
119 Directional Boring	LF	165.00	12.00	0.00	0.00	165.00	1,980.00	165.00	1,980.00	100.00
122 F&I Conductor #6 USE Cu	LF	495.00	2.00	0.00	0.00	495.00	990.00	495.00	990.00	100.00
125 F&I Innerduct 1.5" Dia	LF	165.00	2.50	0.00	0.00	165.00	412.50	165.00	412.50	100.00
<b>Site 38 Sub Total</b>				<b>0.00</b>	<b>0.00</b>		<b>3,382.50</b>		<b>3,382.50</b>	
<b>Summary</b>										
<b>1. Original Contract Amount</b>										\$ 262,497.50
<b>2. Net Change by Change Order</b>										\$ 36,332.00
<b>3. Contract Amount To Date</b>										\$ 298,829.50
<b>4. Total Work Completed to Date</b>										\$ 294,690.00
<b>5. Retainage @ 0.00 % to Date</b>										\$ 10,132.48
<b>6. Previous Retainage</b>										\$ 10,132.48
<b>7. Retainage This Period</b>										\$ 0.00
<b>8. Liquidated Damages</b>										\$ 0.00





**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

0.00 Days to Date	\$ 0.00
0.00 Days to Previous	\$ 0.00
0.00 Days This Period	\$ 0.00
9. Material on Hand (Payment)	\$ 0.00
10. Material on Hand (Recovery)	\$ 0.00
11. Adjustments	\$ 0.00
12. Total Due to Date	\$ 0.00
13. Previous Payments	\$ 289,623.76
14. Payment Due This Estimate	\$ 264,602.26
15. Amount allowed Pay Estimate # 5 - FINAL	\$ 25,021.50

Workflow History					
Status	Pending On	Date	User	Action	Action Notes
Draft	Administrator, Division Head, Project Manager	12/01/2021	jmohr	StageInitialized	
Draft	Administrator, Division Head, Project Manager	12/02/2021	jmohr	Complete	
Completed	Administrator, Department Head, Division Head	12/02/2021	jmohr	StageInitialized	

14

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TR-21-A1 Type: Negative Final Balancing Change Order #3

Location: Citywide Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	12/13/2021
PWPEC File	X
Project File	Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Negative Final Balancing Change Order #3 in the amount of \$-25,220.00, 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 #3 in the amount of \$-25,220.00, bringing the total contract amount to \$423,450.63.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Strata Corp.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of \$-25,220.00, bringing the total contract amount to \$423,450.63 to Strata Corp.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds

	<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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, 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

<b>Project No</b>	TR-21-A1	<b>Change Order No</b>	3
<b>Project Name</b>	Traffic Signal, Rehab/Reconstruction		
<b>Date Entered</b>	12/2/2021	<b>For</b>	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:** Final balancing Change Order

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Street Lighting	10	F&I Luminaire Type B	EA	220.00	0.00	220.00	-39.00	181.00	700.00	-27,300.00
<b>Street Lighting Sub Total (\$)</b>										
Traffic Signals	12	* univ dr / oak manor ped push button work	LS	0.00	0.00	0.00	1.00	1.00	280.00	280.00
	13	* 4 sec head post mtd 45 st / 11 Ave S NW corner	LS	0.00	0.00	0.00	1.00	1.00	1,800.00	1,800.00
<b>Traffic Signals Sub Total (\$)</b>										
										<b>Grand Total (\$)</b>
										-25,220.00
* NC Items										

**Summary**

**Source Of Funding**

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-25,220.00  
20,468.63  
428,202.00  
423,450.63

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

09/15/2021

0.00

0.00

09/15/2021

Description

APPROVED

For Contractor

Title

*R. J. White*  
Strata Corp  
Electrical Manager

APPROVED DATE

Department Head

*[Signature]*

Mayor

12/7/21

Attest



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

**Project No.** TR-21-A1  
**Project Name** Traffic Signal, Rehab/Reconstruction  
**Type** Traffic Signal Fiber Optic Rep/Rehab  
**Description** Citywide  
**Pay Estimate Number** 5 - FINAL  
**From Date** 11/09/2021 **To Date** 12/02/2021

The Honorable Board of City Commissioners  
Dear Commissioners,

Be advised that Strata Corporation has performed the work to date shown on this statement

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
<b>Traffic Signals</b>										
1	Rem & Repl Traffic Signal LED	EA	300.00	268.00	80,400.00	0.00	0.00	268.00	80,400.00	100.00
2	F&I Emerg Veh Pre-emption Components	LS	500.00	23.00	11,500.00	0.00	0.00	23.00	11,500.00	100.00
3	Modify Traffic Signal System	LS	5,500.00	2.00	11,000.00	0.00	0.00	2.00	11,000.00	100.00
4	Salvage Traffic Signal Equipment	LS	2,000.00	1.00	2,000.00	0.00	0.00	1.00	2,000.00	100.00
5	F&I Signal Cable AWG 14/20	LF	5.00	774.00	3,870.00	0.00	0.00	774.00	3,870.00	100.00
6	F&I Head 4 Sect w/12" LED MA Mtd	EA	1,800.00	4.00	7,200.00	0.00	0.00	4.00	7,200.00	100.00
7	F&I Foundation Type V	EA	600.00	6.00	3,600.00	0.00	0.00	6.00	3,600.00	100.00
8	F&I Flashing Beacon School Solar	EA	14,500.00	6.00	87,000.00	0.00	0.00	6.00	87,000.00	100.00
9	F&I Signal Cable AWG 14/7	LF	4.00	258.00	1,032.00	0.00	0.00	258.00	1,032.00	100.00
12	univ dr / oak manor ped push button work	LS	280.00	1.00	280.00	0.00	0.00	1.00	280.00	100.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
13 4 sec head post mtd 45 st / 11 Ave S NW corner	LS	1.00	1,800.00	0.00	0.00	1.00	1,800.00	100.00
14 F&I Equipment Flasher Cabinet	EA	1.00	10,328.63	0.00	0.00	1.00	10,328.63	100.00
<b>Street Lighting</b>			<b>Traffic Signals Sub Total</b>		<b>0.00</b>		<b>220,010.63</b>	
10 F&I Luminaire Type B	EA	220.00	700.00	0.00	0.00	181.00	126,700.00	82.27
11 F&I Luminaire Type A	EA	111.00	600.00	0.00	0.00	111.00	66,600.00	100.00
15 Repair Street Light Miscellaneous	EA	1.00	10,140.00	1.00	10,140.00	1.00	10,140.00	100.00
<b>Summary</b>			<b>Street Lighting Sub Total</b>		<b>193,300.00</b>		<b>203,440.00</b>	
<b>1. Original Contract Amount</b>								<b>\$ 428,202.00</b>
<b>2. Net Change by Change Order</b>								<b>\$ 20,468.63</b>
<b>3. Contract Amount To Date</b>								<b>\$ 448,670.63</b>
<b>4. Total Work Completed to Date</b>								<b>\$ 423,450.63</b>
<b>5. Retainage @ 0.00 % to Date</b>								<b>\$ 14,975.00</b>
<b>6. Previous Retainage</b>								<b>\$ 14,975.00</b>
<b>7. Retainage This Period</b>								<b>\$ 0.00</b>
<b>8. Liquidated Damages</b>								<b>\$ 0.00</b>
<b>0.00 Days to Date</b>								<b>\$ 0.00</b>
<b>0.00 Days to Previous</b>								<b>\$ 0.00</b>
<b>0.00 Days This Period</b>								<b>\$ 0.00</b>



ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET

9. Material on Hand (Payment)	\$ 0.00
10. Material on Hand (Recovery)	\$ 0.00
11. Adjustments	\$ 0.00
12. Total Due to Date	\$ 422,007.86
13. Previous Payments	\$ 411,867.86
14. Payment Due This Estimate	\$ 10,140.00
15. Amount allowed Pay Estimate # 5 - FINAL	\$ 10,140.00

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator, Division Head, Project Manager	12/02/2021	jmohr	StageInitialized			
Draft	Administrator, Division Head, Project Manager	12/02/2021	jmohr	Complete			
Completed	Administrator, Department Head, Division Head	12/02/2021	jmohr	StageInitialized			

15

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Pre-Bid Agreement

Location: 708 4<sup>th</sup> Avenue North

Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/13/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a Pre-Bid Agreement with Beyond Shelter to help facilitate coordination of their construction project to build a senior housing facility at 708 4<sup>th</sup> Avenue North and the City of Fargo project on 7<sup>th</sup> Street North and 3<sup>rd</sup> Avenue North, adjacent to their building site.

This agreement is only to define broad expectations during construction so potential bidders on the Beyond Shelter can bid the work knowing the limitations of the area around the project site. After a contractor is selected on the Beyond Shelter project, a detailed ROW Use Agreement would be negotiated between the City, Beyond Shelter, and the successful contractor prior to work starting.

Staff is recommending approval of the Agreement for Future Right of Way Use.

On a motion by Bruce Grubb, seconded by Nicole Crutchfield, the Committee voted to recommended to approval of the Agreement for Future Right of Way Use with Beyond Shelter.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Agreement for Future Right of Way Use with Beyond Shelter.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A


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

Yes	No
<u>N/A</u>	<u>        </u>
<u>N/A</u>	<u>        </u>
<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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
Brenda E. Derrig, P.E.  
City Engineer



## Memorandum

**To:** Members of PWPEC  
**From:** Kevin Gorder, Division Engineer  
**Date:** December 2, 2021  
**Re:** Pre-Bid Agreement with Beyond Shelter at 708 4<sup>th</sup> Avenue North

---

The City of Fargo has been working with Beyond Shelter to build a senior housing facility at 708 4<sup>th</sup> Avenue North. In an effort to maximize space, Beyond Shelter plans to build to the lot lines on most of the area with the exception of setting their building back near the overhead power lines along 4<sup>th</sup> Avenue North. The City of Fargo has a project on 7<sup>th</sup> Street North adjacent to their building site along with reconstructing 3<sup>rd</sup> Avenue North which will block alley access off 3<sup>rd</sup> Avenue. The City project has been awarded with a start date of April 2022.

The attached agreement is very basic and defines the items that we feel need to be addressed to ensure coordination between the projects and maintain access for the residents in the area. Basically, when the City Contractor has 3<sup>rd</sup> closed at the south end of the alley, Beyond Shelter will not be allowed to work in the alley so alley access is maintained for the residents between 3<sup>rd</sup> and 4<sup>th</sup>. In addition, the City contract states our contractor can only work on 7<sup>th</sup> Street adjacent to the Beyond Shelter between August 1 and September 30. This agreement states Beyond Shelter will not be allowed to impact the Right of Way on 7<sup>th</sup> during this timeframe so the City project stays on schedule. We also included a restriction on 4<sup>th</sup> Avenue North during the Downtown Street Fair as an alternate route around Broadway during the Street Fair.

This agreement is only to define broad expectations during construction so potential bidders on the Beyond Shelter can bid the work knowing the limitations of the area around the project site. After a contractor is selected on the Beyond Shelter project, a detailed ROW Use Agreement would be negotiated between the City, Beyond Shelter, and the successful contractor prior to work starting.

**Recommended Motion:**

Approve Agreement for Future Right of Way Use

Agreement for Future Right of Way Use

This Agreement, made and entered into by and between Beyond Shelter, Inc., a North Dakota nonprofit corporation (“Developer”) and the city of Fargo, a North Dakota municipal corporation (“City”) is for the purpose of assuring Developer that it will be permitted use of the public right of way, under certain terms and conditions, in order to develop property legally described as Lots 4, 5 and 6, Block 10 all in Roberts 2<sup>nd</sup> addition to the city of Fargo, Cass County, North Dakota (“Development Property”).

Recitals

1. Developer holds all right, title and interest in the Development Property described above.
2. Developer anticipates the need to use a portion of the adjacent public right of way, owned and controlled by City, in order to construct the intended improvements on the Development Property.
3. Developer and City agree that the extent of the permitted use of the right of way cannot be finally agreed to until a contractor is selected to complete the improvements and construction means and methods are determined with more particularity.
4. City, Developer and the selected Contractor will necessarily enter in a Right of Way Use Agreement in order to detail the specific permitted use of the public right of way for the construction of the improvements on the Development Property, in substantially the same form as presented in Exhibit 1 attached hereto.

Agreement

Now therefore, for good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer may advise potential Development Property contractors that limited construction activities will be permitted in the public right of way, under certain terms and conditions.
2. Developer understands and agrees that no use of the public right of way shall be permitted until all terms have been finalized and all parties, including the selected Contractor, have entered into an acceptable right of way use agreement.
3. Developer understands and agrees that the right of way use agreement will not permit use of the adjacent alley between 3<sup>rd</sup> and 4<sup>th</sup> Avenue North while 3<sup>rd</sup> Avenue is under reconstruction.
4. Developer understands and agrees that 7<sup>th</sup> Street North roadway shall not be used for any purpose between August 1, 2022 and September 30, 2022.

5. Developer understands and agrees that the use of the right of way (roadway) shall not be permitted on 4<sup>th</sup> Avenue adjacent to the Development Property during the Downtown Street Fair event, including set up and take down, presently scheduled to commence on July 12, 2022 and continue through and including July 17, 2022.

6. Developer and City agree that the right of way use agreement attached as Exhibit 1 hereto is intended to be an example only, and that the terms of use of the right of way shall be finalized upon selection of the Contractor and determination of the construction schedule.

Dated this 8<sup>th</sup> day of December, 2021.

Beyond Shelter, Inc., a North Dakota nonprofit  
corporation

  
\_\_\_\_\_  
Daniel P. Madler, CEO

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

City of Fargo, a North Dakota municipal  
corporation

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

ATTEST

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

The legal description was prepared by:  
City of Fargo Engineering  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

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

EXHIBIT 1

**Exhibit 1**

**Right of Way Use Agreement**

This Agreement, made and entered into between Beyond Shelter, Inc, a North Dakota nonprofit company (“Developer”) and the City of Fargo, a municipal corporation (“City”), is for the purpose of providing access to Developer’s property located in Fargo, North Dakota (the “Development Property”), described below. For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title and interest in the Development Property, specifically:

Lot 4, 5, and 6, Block 10 all in Robert 2<sup>nd</sup> Addition

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.

2. Developer shall be allowed the use of City right of way at the following locations:
  - The west 14’ on 7<sup>th</sup> Street North adjacent to the Development Property, except between August 1, 2022 and September 30, 2022 (Purpose- heavy equipment, etc.??)
  - The south 14’ on 4<sup>th</sup> Avenue North adjacent to Development Property (dates and uses)
  - The east 10’ in the alley between 3<sup>rd</sup> and 4<sup>th</sup> Ave North adjacent to the Development Property, except when 3<sup>rd</sup> Ave N is closed for reconstruction. Dates for the 3<sup>rd</sup> Ave closure are approximately May 15 through July 30.

Developer may utilize said portions of the City right of way from May 1, 2022 to July 30, 2023 for such purposes and uses as detailed herein.

3. Developer shall petition for the paving of the aforementioned alley, and agrees to waive any and all protest to such alley paving. If the alley project is not constructed in 2022 or 2023, (need more specificity) Developer will be responsible for restoring the alley to a condition as good as or better than current conditions. Document condition of the alley prior to starting work.
4. Developer shall be allowed to close the pedestrian travel path along 4<sup>th</sup> Ave and 7<sup>th</sup> St adjacent to the Development Property. Developer shall be responsible for all signage pertaining to the closure of the pedestrian travel path, and provide all necessary protections for the safety of the traveling public. MUTCD standards or to satisfaction of City, or?
5. Developer agrees to remove all traffic control on 4<sup>th</sup> Ave N during the Downtown Street Fair. Downtown Street Fair dates are July 12-July 17, 2022. This includes setup and tear down dates before and after the Street Fair.
6. Developer agrees to reconstruct the right of way along 7<sup>th</sup> St complete by August 1 so the City can install sidewalk and driveways along 7<sup>th</sup> St as part of the reconstruction project. If this right of way is not complete, the Developer will be responsible for placing the sidewalk and driveways along 7<sup>th</sup> St. adjacent to the Development Property in the City's right of way. The City agrees to coordinate with the Developer to ensure the curb is tapered down at driveway locations. This sidewalk shall be 4.5' in width and meet City Standards and Specifications for Construction. The City will not accept the sidewalk and Developer understands and agrees that the sidewalk adjacent to the Development Property is, and shall remain, Developer's responsibility at all times.
7. Developer may not impact the City's ability to complete the City's proposed projects adjacent to Development Property on 7<sup>th</sup> Street and 3<sup>rd</sup> Avenue North, presently scheduled to commence on or about April 2022, and continue until anticipated completion in October 2022. The City project includes, but is not limited to, water, sanitary and storm sewer installation, street and traffic lighting, and paving. Developer understands and agrees that the City project is paramount to Developer's project, and takes precedent for the use of the City right of way. Any conflicts, as determined at the discretion of the City, shall be resolved in favor of the City project, requiring that the Developer cease or alter its use of the City right of way, as directed by City. If necessary, City may terminate Developer's use of the right of way due to the conflict, at no cost to the City. Depending on impacts, a daily charge for extra days may be added.
8. Developer shall be responsible for the provision and compaction of fill material placed in the excavated portion of the alley. If the alley project will occur in the same construction season, aggregate backfill shall be required and compacted 95% modified

proctor density. Fill needed in the boulevard shall be the soil that was excavated from the boulevard compacted to 95% standard proctor. Developer must provide and complete compaction tests from a certified testing firm. During construction, Developer shall determine the testing frequency for such compaction tests, as well as means and methods, and make such determination available for City review. Final compaction testing results shall be provided to City for final approval before paving or sidewalk installation is completed.

9. Developer shall be responsible for all private utilities impacted by the construction activities, and shall notify the utility provider of proposed impacts. Developer shall be solely responsible for contracting with the private utility providers, and for payment to all parties involved. City shall have no responsibility for the reestablishment of private utility disruptions caused by Developer's construction activities.
10. Developer must remedy any unsafe or unsatisfactory condition due to the use of the City right of way, as determined by City in its sole discretion. If concerns persist, and no remedy can be agreed upon, City may require Developer to vacate the City right of way use permitted herein and return the roadway to its pre-existing condition, including striping.
11. Developer shall be responsible for providing appropriate internal site lighting in order to deter entrants, and is further responsible for the general cleanliness and appearance of the site. Developer is solely responsible for site security, and is responsible for securing the site at all times.
12. Developer hereby grants to City a right of entry and access to the Development Property, in the event City must enter the workspace to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reason as determined in City's sole discretion. Developer agrees and understands that City is not responsible for construction delay or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make reasonable attempt to contact the Developer and its Construction Manager prior to City entry to the construction site, except in case of emergency as defined by City.
13. Developer shall be responsible for the repair or replacement of the condition of the City right of way and any public property which may be damaged or destroyed as a direct or indirect result of the use of the City right of way as permitted in this Agreement. Developer shall be responsible for restoring or reconstruction the City infrastructure, including all roadways, curbs, and gutters to prior to construction condition.
14. Developer accepts all maintenance responsibility for the street, curb, adjoining green space and all other City infrastructure which may be impacted by this Agreement. Developer shall undertake all maintenance activities, including sweeping, snow removal and hauling, along the right of way and within the construction site, all to the satisfaction of the Director of Public Works.



15. Developer shall provide supplemental snow removal in and around the site, and shall be required to haul or remove snow from the affected area at the direction of the Director of Public Works or City Engineer of City.
16. At its discretion, the City may terminate this agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City. City shall give Developer thirty (30) days' notice to vacate the right of way if such condition is found to exist. However, in the event of an emergency, as determined in the sole discretion of City, City may immediately terminate Developer's use of the public right of way and direct Developer to restore the right of way to the City's control.

17. Notices required by this Agreement shall be given as follows:

As to the Developer:	As to the City:
Lindsay Janke, Project Manager	Kevin Gorder
(701)551-0492	(701) 241-1545
Beyond Shelter	City Engineering
<a href="mailto:ljanke@beyondshelterinc.com">ljanke@beyondshelterinc.com</a>	<a href="mailto:feng@fargond.gov">feng@fargond.gov</a>

18. Developer agrees that failure to secure acceptance from City of the restored infrastructure and improvements may result in the establishment of a special assessment district, consisting solely of the Development Property, for the purpose of financing the completion of the work to City's approval standards. City will levy special assessments against the Development Property to recover all costs of the Project, in accordance with Chapter 40-22 of the North Dakota Century Code. Developer waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically consents to the construction of the improvements and to the assessment of cost thereof to the Development Property. Developer further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by the City. Project costs which may be assessed against the Development Property include all costs of completing the work required in accordance with the terms of this agreement.
19. Developer agrees to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public right of way. Developer agrees to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Developer shall provide a Certificate of Insurance evidencing the City's insured status in advance of any construction activity in the right of way.
20. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.

21. 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.
22. 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.
23. 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.
24. 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.
25. Any modifications or amendments of this Agreement must be approved by the Developer and City Engineering. City Engineering reserves the right to require approval for any modification or amendment be made in writing and signed by both parties to this Agreement.
26. It is specifically agreed between the parties that this Developer Agreement may be recorded.
27. The City and Developer wish to work together to provide an acceptable finished product. Developer and/or their Contractor shall provide a deposit in the amount of \$5,000 (amount to be determined after identifying the potential damage to the ROW) to cover any and all expenses that may be incurred by City as a result of Developer's work in the right of way. These funds will be used by City for items such as street lighting, snow removal, and debris cleanup in the construction impact area within the right of way that are not timely remedied by Developer, or the finished product is unsatisfactory.

(Remainder of Page Intentionally Left Blank)

Beyond Shelter, Inc, a North Dakota Non Profit Corporation

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dan Madler, CEO

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared \_\_\_\_\_, CEO of Beyond Shelter, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.

\_\_\_\_\_  
Notary Public

County, \_\_\_\_\_

My Commission expires:

(SEAL)

City of Fargo, a North Dakota municipal corporation

Dated: \_\_\_\_\_

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

ATTEST

\_\_\_\_\_  
Steve Sprague, City Auditor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

The legal description was prepared by:  
City of Fargo Engineering  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

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

16

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project: MS-19-A0 Type: Master Service Agreement Amendment
Location: Citywide Date of Hearing: 11/8/2021

Routing Date
City Commission 12/13/2021
PWPEC File X
Project Files Brenda Derrig

The Committee reviewed the accompanying correspondence from City Engineer, Brenda Derrig, requesting an Amendment for an extension to the Master Service Agreements (MSA) for MS-19-A0 for Professional Consultants. The MSA is used to assist with design in specialty areas along with projects that have a short design timeline. The proposed amendment would extend the Engineering Services MSA by one year; this would also include the Materials Testing MSA that was previously approved.

Staff is seeking approval of the Amendments with the selected consultants for MS-19-A0 to extend their contract for one year to a date certain. The Committee discussed whether it should be extended to five years instead of the recommended four years.

On a motion by Kent Costin, seconded by Bruce Grubb, the Committee voted to recommend approval of the Amendments with the selected consultants for MS-19-A0 to extend their contract for one year to February 28, 2023 and to approve the new contracts to be three years with the ability to extend the Agreements twice, each for one additional year.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Amendments with the selected consultants for MS-19-A0 to extend their contract for one year to February 28, 2023, authorize the Mayor to sign the Amendment, and extend future contracts to a three year contract with the ability to extend the Agreements twice, each for an additional year.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Various

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

Yes No
N/A
N/A
N/A

COMMITTEE

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

Table with 4 columns: Present, Yes, No, Unanimous. Rows correspond to committee members with checkboxes for each column.

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

## MEMORANDUM

**To:** Members of PWPEC  
**From:** Brenda Derrig, City Engineer  
**Date:** November 4, 2021  
**Re:** MS-19-A0 Amendment – Request for Qualifications (RFQ) for Professional Engineering, Land Surveying, and Land Management Services

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### Background:

In 2013, Engineering was approved to create an RFQ process for our Professional Consultants to be used to assist with design in specialty areas along with projects that have a short design time line. When originally approved, Engineering agreed to reach out every three years and consequently completed the selection process in 2016 and 2019. There are a multitude of categories that we select within which include:

New Development and Master Planning  
Water Resources  
Transportation Engineering  
Construction Engineering and Staking  
Appraisals  
Topographic Surveys  
Plat Prep

Replacement and Reconstruction  
Structural Design  
Geotechnical Engineering  
Electrical Engineering  
Relocation Assistance  
Legal Descriptions  
Asbestos

We have found this process extremely successful. Engineering continues to have an RFP selection process for projects with suitable timelines, which allows all consultants the ability to submit a proposal.

### Request:

I am proposing an amendment to extend the Engineering Services MSA by one year, this would also include the Materials Testing MSA that was previously approved. As we continue to expand categories for our selection process there is a significant amount of work for the Department and the Consultants submitting. I feel that four years is a more manageable timeline for both us and the Consultants.

### Recommended Motion:

Approve an amendment for the selected consultants in MS-19-A0 to extend their contract for one year to the end of 2022.

Amendment (First) to Master Services Agreement

This Amendment (First), by and between \_\_\_\_\_ and the city of Fargo, a North Dakota municipal corporation (“City”) amends that certain Master Services Agreement (“MSA”) dated \_\_\_\_\_.

For good and valuable consideration, hereby acknowledged, \_\_\_\_\_ and City agree as follows:

1. The initial term of the MSA dated \_\_\_\_\_ is effective for Task Orders issued for three (3) years from the effective date of the Agreement.

2. \_\_\_\_\_ and City agree to extend the above referenced MSA until February 28, 2023.

3. The agreed upon rates for the services rendered pursuant to the Agreement shall be adjusted in accordance with the Agreement terms.

4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

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

\_\_\_\_\_

By:

Its:

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

City of Fargo, a North Dakota municipal  
corporation

---

Dr. Timothy J. Mahoney, MD, Mayor

Attest:

---

Steve Sprague, City Auditor



Amendment (Second) to MS-18-AO Construction Materials Testing Service  
Master Professional Services Agreement

This Amendment (Second), by and between \_\_\_\_\_ and the city of Fargo, a North Dakota municipal corporation ("City") amends that certain Master Services Agreement ("MSA") dated \_\_\_\_\_.

For good and valuable consideration, hereby acknowledged, \_\_\_\_\_ and City agree as follows:

1. The initial term of the MSA dated \_\_\_\_\_ is effective for Task Orders issued for three (3) years from the effective date of the Agreement.

2. On \_\_\_\_, City and \_\_\_\_ agreed to extend the MSA until December 31, 2021.

2. \_\_\_\_\_ and City agree to further extend the above referenced MSA until February 28, 2023.

3. The agreed upon rates for the services rendered pursuant to the Agreement shall be adjusted in accordance with the Agreement terms.

4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

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

\_\_\_\_\_  
By:

Its:

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

City of Fargo, a North Dakota municipal  
corporation

---

Dr. Timothy J. Mahoney, MD, Mayor

Attest:

---

Steve Sprague, City Auditor

Type: Access and Removal Agreement

Location: SW Regional Pond

Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/13/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the attached correspondence from Civil Engineer, Jason Leonard, regarding Access and Removal Agreement and Release, Hold Harmless, and Indemnification Agreement for the Southwest Regional Pond stockpiled material.

In 2021, a portion of the Southwest Regional Retention Pond was excavated and the material was stockpiled on the south side of the property adjacent to 64<sup>th</sup> Avenue South. Currently, the stockpile has roughly 400,000 CY's of material. The material will be free to anyone who loads and hauls off-site, with a 10,000 cubic yard minimum quantity.

In efforts to make the haul road and site maintenance effective and fair to all potential users, Engineering Staff, along with the City Attorney, have composed a Southwest Regional Pond Stockpile Access and Removal Agreement and Release, Hold Harmless, and Indemnification Agreement to use for the removal of clay. The intent of this agreement is to only allow three users at one time. Each of the users will be required to pay a refundable deposit, provide proof of insurance, and a North Dakota Contractors License prior to approval of use.

Staff is requesting approval from the PWPEC Committee and City Commission to utilize this blanket agreement for all potential users in the 2022 calendar year.

On a motion by Ben Dow, seconded by Tim Mahoney, the Committee voted to recommend approval of the Southwest Regional Stockpile Agreement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Southwest Regional Stockpile Agreement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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

COMMITTEE

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

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

ATTEST:

C: Kristi Olson

Brenda E. Derrig, P.E.  
City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, CEII  
**Date:** December 1, 2021  
**Re:** Southwest Regional Pond Stockpile Access and Removal Agreement and Release, Hold Harmless, and Indemnification Agreement

---

## **Background:**

In 2021, a portion of the Southwest Regional Retention Pond was excavated and the material was stockpiled on the south side of the property adjacent to 64<sup>th</sup> Avenue South. Currently, the stockpile has roughly 400,000 CY's of material. The material will be free to anyone who loads, and hauls off-site to ensure this southwest regional pond concept will be financially successful.

In efforts to make the haul road and site maintenance effective and fair to all potential users, Engineering staff along with the City Attorney, composed a Southwest Regional Pond Stockpile Access and Removal Agreement and Release, Hold Harmless, and Indemnification Agreement to use during the 2022 construction season while 45<sup>th</sup> Street South between 52<sup>nd</sup> Avenue South and 64<sup>th</sup> Avenue South and 64<sup>th</sup> Avenue South between 38<sup>th</sup> Street South and 45<sup>th</sup> Street South are constructed. The intent of this agreement is to only allow three users at one time. Each of the users will be required to pay a refundable deposit, provide proof of insurance and a North Dakota Contractors License prior to approval of use.

Engineering Staff is requesting approval from the PWPEC Committee and City Commission to utilize this blanket agreement for all potential users in the 2022 calendar year.

## **Suggested Motion:**

Approve the Southwest Regional Stockpile Agreement for the Engineering Department to utilize in the 2022 calendar year.

JTL/klb  
Attachment

**STOCKPILE ACCESS AND REMOVAL AGREEMENT AND RELEASE,  
HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

This Agreement is made and entered into by and between the City of Fargo, a North Dakota municipal corporation ("Fargo" or "City") and \_\_\_\_\_, a duly licensed contractor in the State of North Dakota ("Contractor"), authorized to undertake the activities contemplated herein.

**Recitals**

1. Fargo has accumulated a stockpile of material that has been determined to have no value to City, and that the cost of reducing the same exceeds the value to City.
2. The stockpile of material is located at (SE ¼ of T 138 R49 Sec. 4 adjacent to 64<sup>th</sup> Avenue South), such area being secured by a gated entrance and access is attained by use of existing section line roadway.
3. The existing section line road is not constructed or intended for heavy truck traffic, and such activity will likely cause damage to the road.

**Agreement**

Now therefore, for good and valuable consideration hereby acknowledged, the parties hereto agree as follows:

1. Fargo retains the right to control and manage its facilities and may enforce all reasonable rules for its management as determined by in its sole discretion. Fargo will grant no more than three (3) Contractors access at any one time to excavate from the stockpile.
2. Contractor shall be granted access to the material and use its own equipment to remove a specified amount of material, not less than 10,000 yards. The existing stockpile has three benches for excavation. Contractor will be assigned by the City to a specific bench to excavate.
3. City and Contractor agree Contractor may remove \_\_\_\_\_ yards of material from the stockpile.
4. Contractor's access to the stockpile shall be limited to a period from

\_\_\_\_\_ to \_\_\_\_\_, unless otherwise agreed to in writing signed by City and Contractor.

5. The Contractor will be responsible for the maintenance of the existing section line roadway, including grading, dust control and gravel replacement, as deemed necessary by City. The Contractor will not be allowed to close the roadway and must maintain through traffic at all times. The Contractor will be responsible to keep the roadway safe and passable. Contractor will be required to get an approved haul route prior to commencement of work.

6. Contractor agrees to deposit with City in the amount of \$5,000 for the first 10,000 cubic yards and \$2,500 for every 10,000 cubic yard increments thereafter to assure the availability of funds in the event Contractor's activities cause any damage or fails to adequately maintain the existing section line road or any of the City facilities.

7. Contractor agrees to abide by any such rules, policies and conditions that may be in effect from time to time.

8. Contractor agrees that access to the stockpile shall be limited to Contractor's on a first come, first served basis, and that the amount of material that may be removed from the stockpile is at the sole discretion of City.

9. Contractor understands and agrees that City may terminate Contractor's access at any time, with or without notice to the Contractor. If Contractor is terminated due to breach of contract, the Contractor will not be allowed access to the site in future requests.

10. Contractor shall deliver a copy of its North Dakota Contractor's License to City prior to access to the stockpile being granted.

11. Contractor shall deliver proof of insurance to City, naming City as an additional insured, in accordance with Contract requirements for a project let by the City in the normal course, prior to access to the stockpile being granted.

12. Contractor agrees to indemnify Fargo, its officers, agents and employees against all liability and costs, including attorneys' fees, in any way connected to Contractor's access to the Fargo property. Contractor agrees to bear all responsibility and shall hold Fargo harmless from any responsibility arising out of or in any way connected with Contractor's access and stockpile material removal.

13. Contractor understands and agrees that this Release binds Contractor, its successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City of Fargo, a North Dakota municipal corporation

\_\_\_\_\_  
Brenda Derrig, City Engineer

Contractor

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

CITY OF  
**Fargo Fire Department**

18

MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: FIRE CHIEF STEVE DIRKSEN**

**DATE: DECEMBER 7, 2021**

**SUBJECT: MEMORANDUM OF AGREEMENT WITH NDANG**

Following the dissolution of the North Dakota Air National Guard Fire Department at Hector Field, the Fargo Fire Department was approached by the NDANG to enter into an agreement for Fire Protection and Hazardous Material and Incident Response to NDANG facilities located on the airport property.

The agreement was initially established in 2015. The NDANG and the FFD review the agreement every three years. The agreement has been reviewed with a few minor changes. I am presenting it for your review and approval.

**RECOMMENDED MOTION:** Approve the MOA with the NDANG for fire protection and hazardous material incident response.

SD/LS  
Enclosure



Memorandum of agreement in Fire Protection and Hazardous Material Incidents Response for the NDANG at Hector International Airport (Hector IAP).

MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF FARGO/FARGO FIRE DEPARTMENT (FFD)  
AND  
THE NORTH DAKOTA AIR NATIONAL GUARD (NDANG)  
FOR

Memorandum of Agreement in Fire Protection and Hazardous Material Incidents Response for the NDANG at Hector International Airport (Hector IAP).

FB6341-21332-005

This is a Memorandum of Agreement (MOA) between the FFD and the NDANG. When referred to collectively, the FFD and the NDANG are referred to as the "Parties/Party".

1. PURPOSE: To develop and maintain operational procedures to ensure continuity of required services for an incident requiring the assistance of the FFD with needed mutual aid in fire protection and hazardous materials incidents response for the protection of life and property of the NDANG at Hector IAP, North Dakota.
2. SCOPE: This agreement is designed to encompass the responsibilities of the FFD and the NDANG in the event an emergency occurs at NDANG at Hector IAP.

3. RESPONSIBILITIES OF THE PARTIES:

3.1. The FFD will—

3.1.1. Provide incident response to the NDANG for emergencies including, but not limited to fire/explosion, vehicle accidents, technical rescue, hazardous materials release, medical emergencies, or other emergency responses that may be necessary.

3.1.2. Coordinate with the NDANG to conduct pre-emergency preparations at the NDANG, including pre- fire planning walk-around reviews.

3.2. The NDANG will—

3.2.1. 119<sup>th</sup> Security Forces Squadron (119SFS) Base Defense Operations Center (BDOC) will contact FFD via Red River Regional Dispatch Center.

3.2.2. Coordinate pre-emergency preparations with FFD.

Memorandum of agreement in Fire Protection and Hazardous Material Incidents Response for the NDANG at Hector International Airport (Hector IAP).

8. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

8.1. For the FFD-

8.1.1. Primary POC: Steve Dirksen, Fire Chief 701-241-1540

8.1.2. Alternate POC: Tim Binfet Division Chief of Operations 701-241-1540

8.2. For the NDANG-

8.2.1. Primary POC: Lt. Col. Jason Olheiser 701-451-2850

8.2.2. Alternate POC: SMSgt Travis Schauer 701-451-2220

9. REVIEW OF AGREEMENT: This MOA will be reviewed triennially in its entirety.

10. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

11. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties.

12. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

13. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

14. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

15. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

Memorandum of agreement in Fire Protection and Hazardous Material Incidents Response for the NDANG at Hector International Airport (Hector IAP).

ENDORSEMENTS:


12/8/2021  
 CONCUR: \_\_\_\_\_ Date  
 Tim Binfet, FFD  
 City of Fargo Fire Department, Division Chief of Operations

(FM) CONCUR: \_\_\_\_\_ Date  
 Jason E. Augdahl, Captain, NDANG  
 119WG Financial Manager/Comptroller  
 This agreement has been reviewed for financial impact IAW AFI 25-201

(EM) CONCUR: \_\_\_\_\_ Date  
 Jason Lange, Civ, NDANG  
 119WG Environmental Manager  
 This agreement has been reviewed for environmental considerations IAW AFI 25-201

(CE) CONCUR: \_\_\_\_\_ Date  
 Jason D. Olheiser, Lt. Col, NDANG  
 119WG Base Civil Engineer  
 This agreement has been reviewed for environmental, energy, facility operations, facility maintenance and repair, fire emergency services, and EOD concerns.

(SF) CONCUR: \_\_\_\_\_ Date  
 Joshua J. Clarke, CMSgt, NDANG  
 119WG Security Forces  
 This agreement has been reviewed for security considerations IAW AFI 25-201

CONCUR: \_\_\_\_\_ Date  
 Allen K. Albright, Lt. Col, NDANG  
 119WG Mission Support Group Commander


(JA) CONCUR: \_\_\_\_\_ Date  
 Cory A Genel, Lt. Col., NDANG  
 119WG Staff Judge Advocate  
 This agreement has been reviewed for legal considerations IAW AFI 25-201.



19

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: DECEMBER 8, 2021**

**REO: AMENDMENT TO THE AGREEMENT FOR SERVICES WITH AMANDA BOOHER TO WORK WITH CASS CLAY FOOD PARTNERS TO WORK ON FIRST FRIDAYS (6 EVENTS); \$1500**

The attached amendment for Agreement for Services with Amanda Booher is for a total of \$1500 and will cover 6 events with Cass Clay Food Partners to implement and conduct the Cass Clay Food Action Network (First Fridays) meetings.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the amendment to the Agreement for Services with Amanda Booher.

DF/lis  
Enclosure



# AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 1<sup>st</sup> day of December 2021, by and between Fargo Cass Public Health ("FCPH"); and Amanda Booher (Independent Contracting Consultant).

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of December 1, 2021 through September 30, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will work closely with the Cass Clay Food Partners to implement and conduct the Cass Clay Food Action Network meetings (also known as First Fridays). Work includes planning the program and content for 6 events, work with the facility on set up and technology needs including virtual meetings, market and promote events utilizing media, social media, etc. and videotaping events.
- C. Reimbursement:** The independent contracting consultant shall be reimbursed at a rate of \$250/event with a maximum of \$1,500 for services and will submit an invoice twice during the contract period.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

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

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

**FARGO CASS PUBLIC HEALTH**

By *Desi Fleming*  
Desi Fleming, Director of Public Health

Date 12/9/21

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

Date \_\_\_\_\_

**Amanda Booher, Independent Contractor**

By *Amanda Booher*  
Amanda Booher (Dec 3, 2021 13:54 CST)  
Amanda Booher, Independent Contractor

Date 12/03/21





# Agreement for Services Amanda Booher 2021-22

Final Audit Report

2021-12-03

Created:	2021-12-03
By:	Lori Sall (lsall@cityoffargo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi0OY_79QFK7Z-OtNWBxrGio2bxaGETtk

## "Agreement for Services Amanda Booher 2021-22" History

-  Document created by Lori Sall (lsall@cityoffargo.com)  
2021-12-03 - 7:43:27 PM GMT- IP address: 165.234.250.1
-  Document emailed to Amanda Booher (booher.amanda@gmail.com) for signature  
2021-12-03 - 7:43:41 PM GMT
-  Document e-signed by Amanda Booher (booher.amanda@gmail.com)  
Signature Date: 2021-12-03 - 7:54:13 PM GMT - Time Source: server- IP address: 216.71.28.158
-  Agreement completed.  
2021-12-03 - 7:54:13 PM GMT



**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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**Fargo Cass Public Health**

20a

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING **  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: DECEMBER 8, 2021**

**RE: AGREEMENT FOR CRYSTAL AMUNDSON INDEPENDENT CONTRACTOR, FOR SERVING AS LOGISTICS AND OPERATIONS SUPPORT FOR THE COVID-19 INCIDENT TESTING SITE**

The attached agreement for services with Crystal Amundson to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 an hour, if over 40 hours in a week, rate increases to \$34.50. The cost of this contract will be covered by Local Public Health COVID-19 funding. The cost will not exceed a total of \$9,900.

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

**Suggested Motion:** Move to approve the agreement with Crystal Amundson.

DF/lls  
Enclosure



# AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 6<sup>th</sup> of December, 2021, by and between Fargo Cass Public Health ("FCPH"); and Crystal Amundson

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of December 6, 2021 through December 31, 2021.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. The independent contractor will be responsible for services for testing site support such as demographics. Contractor will also provide swabbing services at a different hourly rate.
- C. Reimbursement:** Crystal Amundson shall be reimbursed for the above services (demographics) rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, for swabbing \$30.00 an hour with any hours swabbing worked over 40 hours per week being reimbursed at \$45.00 an hour, not to exceed a total of \$9,900 for total project detailed.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

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

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

**FARGO CASS PUBLIC HEALTH**

  
\_\_\_\_\_  
Desi Fleming  
Director of Public Health

Date \_\_\_\_\_

**INDEPENDENT CONTRACTOR**

  
\_\_\_\_\_  
Crystal Amundson  
Independent Contractor

Date 12/16/2021

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

Date \_\_\_\_\_






206

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: DECEMBER 8, 2021**

**RE: AGREEMENT FOR ANDREW LUISTRO INDEPENDENT CONTRACTOR, FOR SERVING AS LOGISTICS AND OPERATIONS SUPPORT FOR THE COVID-19 INCIDENT TESTING SITE**

The attached agreement for services with Andrew Luistro to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 an hour, if over 40 hours in a week, rate increases to \$34.50. The cost of this contract will be covered by Local Public Health COVID-19 funding. The cost will not exceed a total of \$9,900.

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

**Suggested Motion:** Move to approve the agreement with Andrew Luistro.

DF/lls  
Enclosure



# AGREEMENT FOR SERVICES

Fargo Cass



Public Health  
Prevent. Promote. Protect.

**THIS AGREEMENT**, effective the 2nd day of December, by and between Fargo Cass Public Health ("FCPH"); and Andrew Luistro

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

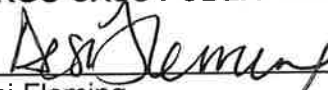
- A. Term of Agreement:** The parties entered into a written agreement for the period of December 2, 2021 through December 31, 2021.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. He will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Andrew Luistro shall be reimbursed for the above services rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, not to exceed a total of \$9,900 for total project detailed.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

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

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

**FARGO CASS PUBLIC HEALTH**

  
\_\_\_\_\_  
Desi Fleming  
Director of Public Health

Date 12/9/21

**INDEPENDENT CONTRACTOR**

  
\_\_\_\_\_  
Andrew Luistro  
Independent Contractor

Date 12-02-21

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

Date \_\_\_\_\_



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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200

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

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING *DF***  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: DECEMBER 8, 2021**

**RE: AGREEMENT FOR \$5,000 WITH CENTER POINT TACTICAL, LLC, JOSH EBERT FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS**

The attached agreement for services with Josh Ebert is for a maximum of \$5,000 is to assist Fargo Cass Public Health fulfill the requirements of their City Readiness Initiative grant.

No budget adjustments are required for this contract.

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

**Suggested Motion:** Move to approve the agreement with Center Point Tactical LLC, Josh Ebert for CRI services.

DF/lis  
Enclosure

**THIS AGREEMENT**, effective the 1<sup>st</sup> day of January 2022, by and between Fargo Cass Public Health ("FCPH"); and Center Point Tactical LLC.

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of January 1, 2022, through June 30, 2022.
- B. Services to be provided by independent contractor:**
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 NDDoH no later than September 10, 2021. Results of scheduled drills will be forwarded to the NDDoH no later than June 1, 2022, prior to submission by the appropriate method per the Center of Disease Control's requirement. After approval has been obtained by NDDoH, 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, 2022.
  2. Conduct one full-scale or functional mass prophylaxis dispensing exercise as approved by the NDDoH 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 NDDoH for approval. After approval by NDDoH, 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 NDDoH 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.

Page 713 All plans must be available in the NDDoH HAN Document Library. CRI plans must be reviewed and updated annually.

- C. **Reimbursement:** Center Point Tactical LLC shall be reimbursed \$2,500 quarterly for the above services rendered for a total or maximum of \$5,000 for total project detailed.
- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

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

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

**FARGO CASS PUBLIC HEALTH**

**CENTER POINT TACTICAL LLC**



\_\_\_\_\_  
Desi Fleming  
Director of Public Health

\_\_\_\_\_  
Josh Ebert  
Project Coordinator for Center Point Tactical LLC

Date 12/9/21

Date \_\_\_\_\_

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

Date \_\_\_\_\_





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

21



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

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING** *DF*  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: DECEMBER 8, 2021**

**RE: AGREEMENT BETWEEN RICHLAND COUNTY HEALTH DEPARTMENT AND FARGO CASS PUBLIC HEALTH FOR NURSE PRACTITIONER SERVICES FOR \$69.00 PER HOUR**

The attached agreement is for a nurse practitioner from Fargo Cass Public Health to provide Family Planning services for the Richland County Health Department in Wahpeton, North Dakota. This contract agreement will be in effect for 2022.

If you have any questions please contact me at 241.1380.

**Suggested Motion:**

Move to approve the agreement with Richland County Health Department to provide nurse practitioner services.

DF/LS  
Enclosure



**Public Health**  
Prevent. Promote. Protect.  
Richland County Health Department

## Richland County Health Department

413 3<sup>rd</sup> Avenue North  
Wahpeton, ND 58075  
Telephone (701) 642-7735 Fax (701) 642-7746  
[www.richlandcountyhealth.org](http://www.richlandcountyhealth.org)

---

AGREEMENT BETWEEN  
RICHLAND COUNTY FAMILY PLANNING  
AND  
FARGO CASS PUBLIC HEALTH

An agreement to provide nurse practitioner for family planning services is hereby made between Richland County Health Department and Fargo Cass Public Health.  
The parties agree as follows:

**SERVICES PROVIDED:**

Fargo Cass Public Health agrees to provide nurse practitioner services for providing family planning client services on site a minimum of two times a month and telemedicine encounters as scheduling allows for Richland County Health Department. All services will be provided based on Richland County Family Planning policies, procedures and protocols.

**COMPENSATION:**

Compensation will be at a rate of \$69.00 per hour for client services and travel time. Mileage will be compensated at the current IRS rate per mile.

**PAYMENT:**

Payment shall be made to Fargo Cass Public Health upon receipt of monthly billing statement.

**TERMS OF AGREEMENT:**

This agreement shall take effect January 1, 2022 and shall terminate December 31, 2022. Continued services will be considered and subsequent agreement will be written if needed.

Termination of the Agreement of a date earlier than that stated may occur after given thirty (30) day notice by either Richland County Health Department or Fargo Cass Public Health.

(22)

To: Board of City Commissioners

From: Jill Minette  
Director of Human Resources *JM*

Re: Request for Out-of-Grade Pay

Date: December 8, 2021

David Zibolski, Police Chief, submitted a request for Troy Hannig, Police Sergeant (grade 15P), to receive out-of-grade pay while acting as an interim Lieutenant (grade 17P) in a non-exempt capacity due to anticipated retirements. The additional cost of out-of-grade pay is \$2.55 per hour. The request is retroactive to November 22, 2021 and will be in effective for a period of at least 60 days.

This request has been reviewed and approved by the City Administrators.

**Suggested Motion:**

Approve the request to award out-of-grade pay to Troy Hannig effective November 22, 2021.



23

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	Interstate Park Second Addition	<b>Date: Update:</b>	9/1/2021 12/8/2021
<b>Location:</b>	3502 and 3518 Interstate Boulevard S.	<b>Staff Contact:</b>	Adam Martin, assistant planner
<b>Legal Description:</b>	Portions of Lots 6, 7, and 9, and all of Lot 8, Block 4, Interstate Park Addition to the City of Fargo, Cass County, North Dakota		
<b>Owner(s)/Applicant:</b>	JKJ Enterprises, LLP / Kevin Hall	<b>Engineer:</b>	Houston Engineering
<b>Entitlements Requested:</b>	<b>Minor Subdivision</b> (Replat of portions of Lots 6, 7, and 9, and all of Lot 8, Block 4, Interstate Park Addition to the City of Fargo, Cass County, North Dakota)		
<b>Status:</b>	City Commission Public Hearing: December 13, 2021		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Hotel; multi-dwelling residential	<b>Land Use:</b> Unchanged
<b>Zoning:</b> GC, General Commercial with a CUP, Conditional Use Permit; LC, Limited Commercial	<b>Zoning:</b> GC, General Commercial with a CUP, Conditional Use Permit; LC, Limited Commercial
<p><b>Uses Allowed:</b> GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events.</p> <p>With a Conditional Use Permit to allow household living.</p> <p>LC – Limited Commercial. Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self service storage, vehicle repair, limited vehicle service.</p>	<b>Uses Allowed:</b> Unchanged
<b>Maximum Lot Coverage Allowed:</b> 85% for GC; 55% for LC	<b>Maximum Lot Coverage Allowed:</b> 85% for GC; 55% for LC
<b>Proposal:</b>	
<p>The applicant requests one entitlement at this time:</p> <ol style="list-style-type: none"> <li>1. A minor subdivision, entitled <b>Interstate Park Second Addition</b>, which is a replat of portions of Lots 6, 7, and 9, and all of Lot 8, Block 4, Interstate Park Addition to the City of Fargo, Cass County, North Dakota</li> </ol>	

Additionally, the applicant requested a zoning change from GC, General Commercial and LC, Limited Commercial to GC, General Commercial and LC, Limited Commercial within the boundaries of this plat. This entitlement is scheduled for the December 27<sup>th</sup>, 2021 City Commission public hearing.

*Note: A conditional use permit (CUP) to allow household living on Lot 1, Block 1, of the proposed Interstate Park Second Addition was approved by the Planning Commission at their September 9<sup>th</sup>, 2021 hearing. The Planning Commission is the decision making body for CUP's.*

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

**Surrounding Land Uses and Zoning Districts:**

- North: GC and LC; commercial development
- East: GC; commercial development
- South: LC; commercial development
- West: Interstate 29 right-of-way

**Area Plans:**

The subject property is not located within a growth plan area.

**Context:**

**Schools:** The subject property is located within the Fargo School District and is served by Jefferson Elementary, Carl Ben Eielson Middle and South High schools.

**Neighborhood:** The subject property is located in the Westgate neighborhood

**Parks:** Boler Park (1734 34<sup>th</sup> Street South) is located approximately 0.7 miles southeast of the subject property, offering amenities such as baseball and softball fields, picnic tables, a playground for ages 5-12, and a shelter.

**Pedestrian / Bicycle:** There are off-street bike facilities located along Westrac Drive South and 13<sup>th</sup> Avenue South, each located approximately one-eighth of a mile from the subject property. All facilities are components of and connect to the metro area bikeways system.

**Staff Analysis:**

The applicant proposes to replat portions of Lots 6, 7, and 9, and all of Lot 8, Block 4, Interstate Park Addition to create a two-lot subdivision, Interstate Park Second Addition. Lot 1 of the proposed plat will keep the current multi-dwelling residential development, while Lot 2 will keep the existing Super 8 hotel.

**MINOR SUBDIVISION**

The Super 8 hotel, which was constructed in 1977, originally fit within the boundaries of Lot 8, Block 4, Interstate Park Addition. The hotel was expanded in 1988, causing the building to stretch across the lot boundaries. At that time, a deed split was enacted to split off portions of Lots 7 and 9 and swap them with the restaurant property to the south. The newly-gained property from this land swap was attached to Lot 7, which caused the new property line to run through the Super 8 building.

In 1994, an extended-stay hotel was constructed on the east side of the subject property, serving as a companion building to the original hotel. To accommodate the new building, a second deed split was enacted in January 1995 to carve out a portion of Lot 6 from the property to the east and attach it to Lot 7. This second deed split further complicated the plat boundaries of Interstate Park Addition. The extended-stay hotel was remodeled into a multi-dwelling residential building in 2017. A Conditional Use Permit for household living in the GC zoning district was approved by the Planning Commission in 2019.

The applicant, Kevin Hall of JKJ Enterprises, LLP is seeking to separate the Super 8 property and the multi-dwelling residential building onto two separate lots. As a result, the subject property needs to be replatted to clean up the plat boundaries.

**Subdivision**

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

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

The existing zoning is GC, General Commercial and LC, Limited Commercial. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no comments or inquiries. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

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

**Staff Recommendation:**

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and approve the proposed: 1) **Interstate Park Second Addition** subdivision plat as presented; as the proposal complies with the Standards of Article 20-06, and Section 20-0906.F (1-4) of the LDC and all other applicable requirements of the LDC.

**Planning Commission Recommendation:**

At the September 9<sup>th</sup>, 2021 Planning Commission hearing, by a vote of 6-0 with one Commissioner absent and four Commission seats vacant, the Planning Commission moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed: 1) zone change from GC, General Commercial and LC, Limited Commercial to GC, General Commercial and LC, Limited Commercial; and 2) **Interstate Park Second Addition** subdivision plat as presented; as the proposal complies with the Standards of Article 20-06, and Section 20-0906.F (1-4) of the LDC and all other applicable requirements of the LDC; and to approve 1) the conditional use permit (CUP) to allow household living in the GC, General Commercial zoning district on Lot 1, Block 1 of the proposed Interstate Park Second Addition as the proposal complies with Section 20-0909.D (1-6) and all other requirements of the LDC, with the following conditions:

- Density of 28 dwelling units per acre

**Attachments:**

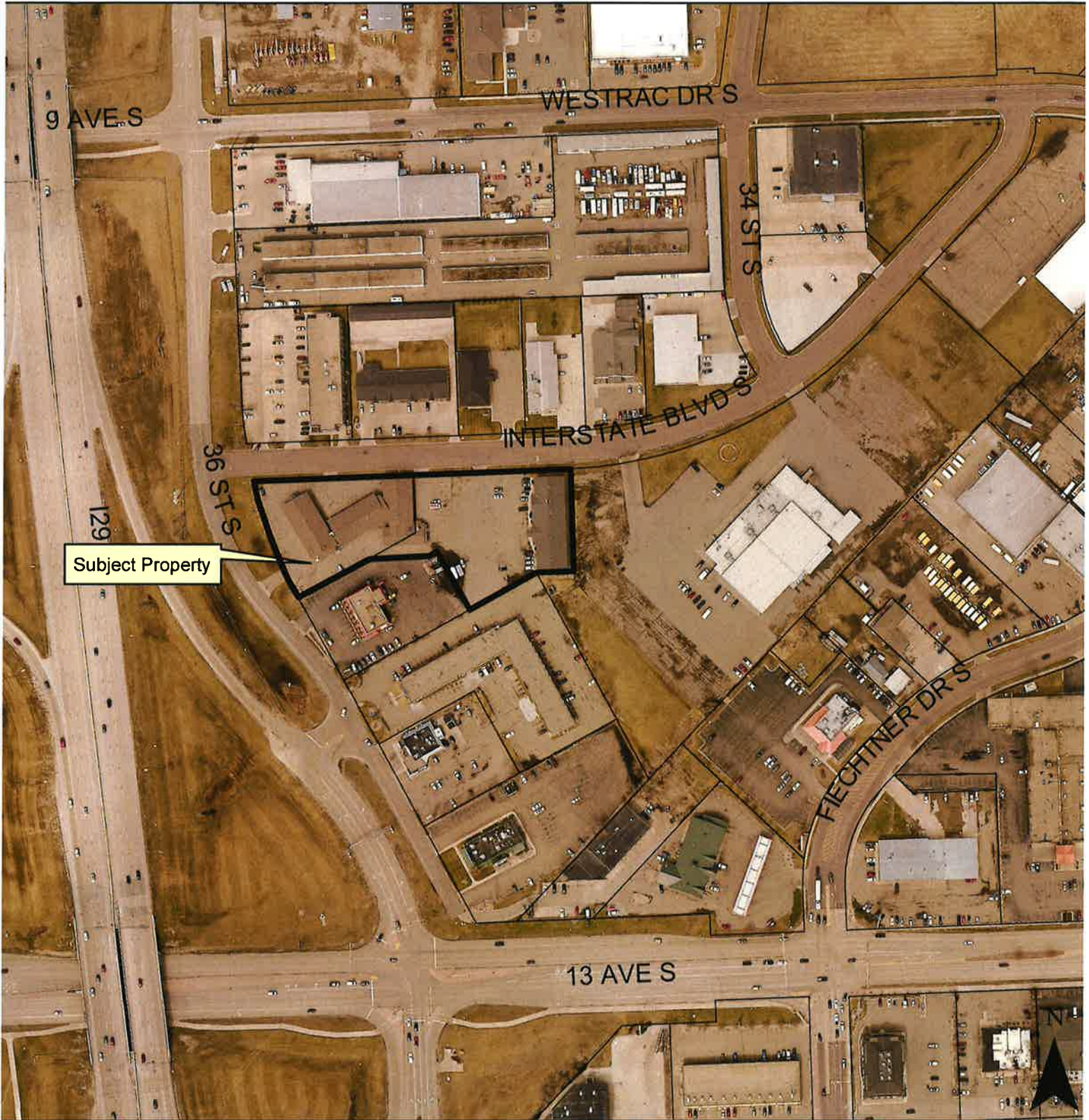
1. Location Map
2. Zoning Map
3. Preliminary Plat



# Plat (Minor)

## Interstate Park Second Addition

3502-3518 Interstate Blvd S

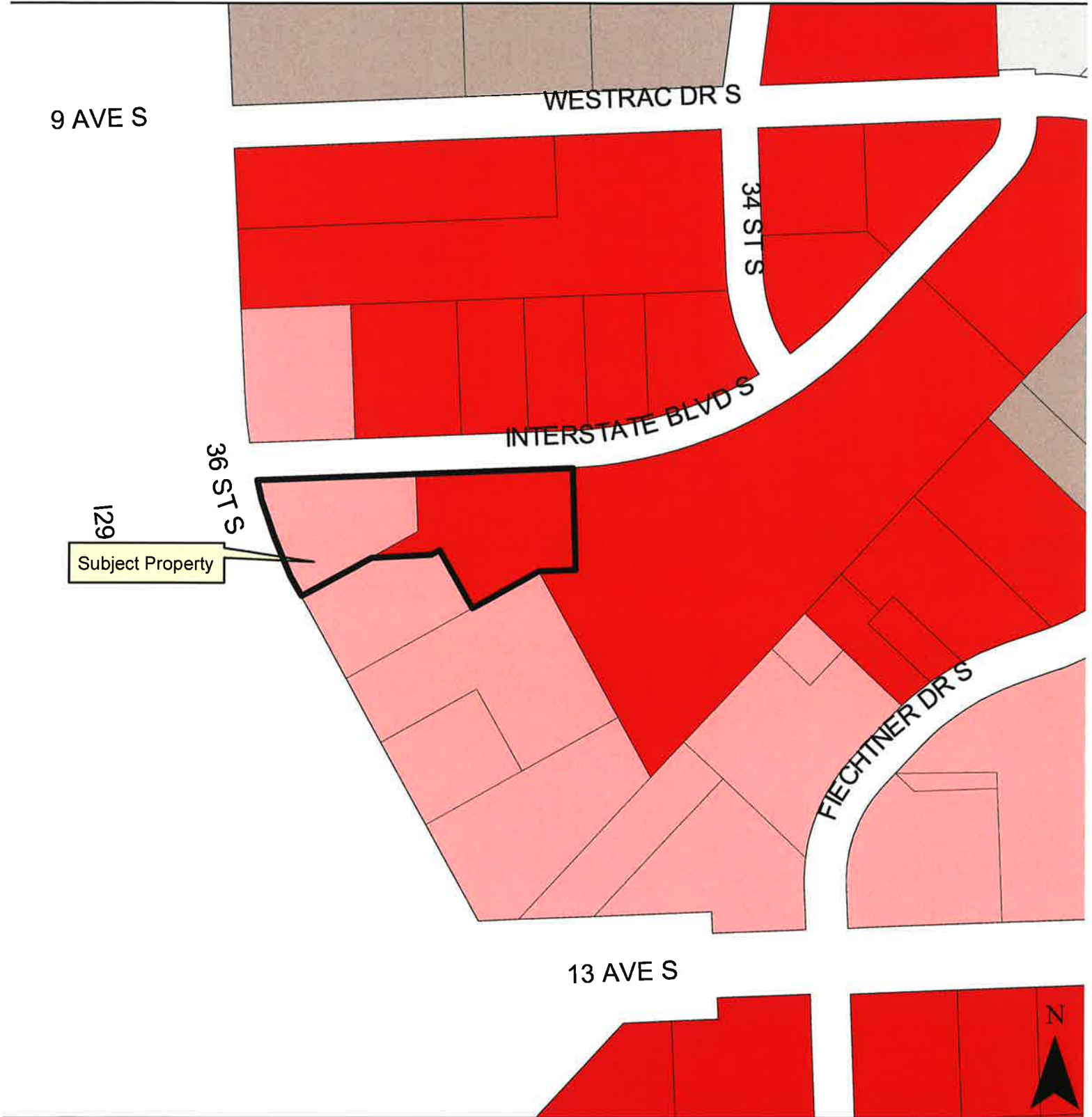




# Plat (Minor)

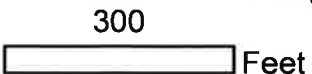
## Interstate Park Second Addition

3502-3518 Interstate Blvd S



### Legend

AG	DMU	LC	MHP	SR	SR-2
CC	GO	MJ	NC	SR-3	SR-4
GO	MR-1	MR-2	NO	SR-5	SR-6
GO	MR-3	UMU	PI	SR-7	SR-8
				SR-9	SR-10
				SR-11	SR-12
				SR-13	SR-14
				SR-15	SR-16
				SR-17	SR-18
				SR-19	SR-20
				SR-21	SR-22
				SR-23	SR-24
				SR-25	SR-26
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				SR-191	SR-192
				SR-193	SR-194
				SR-195	SR-196
				SR-197	SR-198
				SR-199	SR-200



# INTERSTATE PARK SECOND ADDITION BEING A REPLAT OF PART OF LOTS 6, 7 & 9 AND ALL OF LOT 8, BLOCK 4, INTERSTATE PARK ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A MINOR SUBDIVISION)

### ENGINEER'S CERTIFICATE AND DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS, That JUC Enterprises, LLP, a North Dakota limited liability partnership, is the owner and proprietor of the following described tract of land:

**Parcel 1:**  
That part of Lot Six, Block Four, Interstate Park Addition to the City of Fargo, Cass County, North Dakota, included as follows: Beginning at the Northwest corner of said Lot Six, thence South 00°33'00" East along the West line of said Lot Six for a distance of 150.00 feet to the West line of Lot Seven for a distance of 150.00 feet to the West line of Lot Six; thence South 89°42'11" West along the North line of said Lot Six along a curve to the right (O.D. = 5272.37',  $\Delta$  = 820.74') to the North line of Lot Six; thence North 89°42'11" West along the North line of Lot Six for a distance of 64.33 feet to the point of beginning.

**Parcel 2:**  
Lot Seven, in Block Four, Interstate Park Addition to the City of Fargo, Cass County, North Dakota, EXCEPT that part beginning at the most southerly corner of Lot Seven, thence North 29°47'19" West along the southeasterly line of Lot Seven for a distance of 111.80 feet to a point, on the northerly line of said Lot Seven for a distance of 20 feet, thence South 29°47'19" East parallel to the southeasterly line of Lot Seven for a distance of 152 feet to a point, on its southeasterly line of Lot Seven, thence South 87°12'41" West along the westerly line of said Lot Seven for a distance of 20 feet to the point of beginning.

AND

Beginning at the Northwest corner of Lot Nine, Block Four, Interstate Park Addition to the City of Fargo, Cass County, North Dakota, thence South 29°47'19" East along the easterly line of said Lot Nine for a distance of 20 feet, thence South 87°12'41" East along the northerly line of said Lot Nine for a distance of 100 feet to the point of beginning.

Parcel 3:

Lot 8 in Block 4, of Interstate Park Addition to the City of Fargo, Cass County, North Dakota.

And that said parties have caused this same to be surveyed and re-platted as INTERSTATE PARK SECOND ADDITION to the City of Fargo, Cass County, North Dakota.

### OWNER:

JUC Enterprises, LLP  
Name of Party  
*[Signature]*  
State of North Dakota  
County of Cass in the County of Cass and the State of North Dakota, according to the certified plat hereof.  
Notary Public: Doreen S. Lebe

LAURA S. COLE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAR. 31, 2023

**SUBSCRIBER CERTIFICATE**  
I, Laura S. Cole, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision, that the monuments for the boundaries of the same are as shown and placed in the ground as shown.

Dated this 18th day of November, 2021.

*[Signature]*  
Professional Land Surveyor No. 4723

State of North Dakota | 16  
County of Cass

On this 18th day of November, 2021, before me personally appeared Doreen S. Lebe, Professional Land Surveyor, the same as his true and legal owner, who acknowledged to me that he executed the same as his true and legal owner.  
Notary Public: Doreen S. Lebe



### CITY ENGINEER'S APPROVAL:

Approved by the Fargo City Engineer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Ernest E. Durrig, City Engineer

State of North Dakota | 16  
County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Ernest E. Durrig, Fargo City Engineer, known to me as his true and legal owner, who acknowledged to me that he executed the same as his true and legal owner.

Notary Public: \_\_\_\_\_

### FARGO PLANNING COMMISSION APPROVAL

Approved by the Fargo Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*[Signature]*  
Fargo Planning Commission

State of North Dakota | 16  
County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, Fargo Planning Commission, known to me to be the person who is described in and who acknowledged to me that he executed the same as his true and legal owner for the Fargo Planning Commission.

Notary Public: \_\_\_\_\_

### FARGO CITY CLERK'S CITY CLERK'S APPROVAL

Approved by the Board of City Commissioners and order of said this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*[Signature]*  
Mayor

State of North Dakota | 16  
County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, Fargo City Clerk, known to me to be the person who is described in and who acknowledged to me that he executed the same as his true and legal owner for the Fargo City Clerk.

Notary Public: \_\_\_\_\_

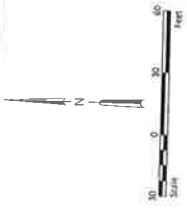


Sheet 2 of 2  
Project No. 10001-0002

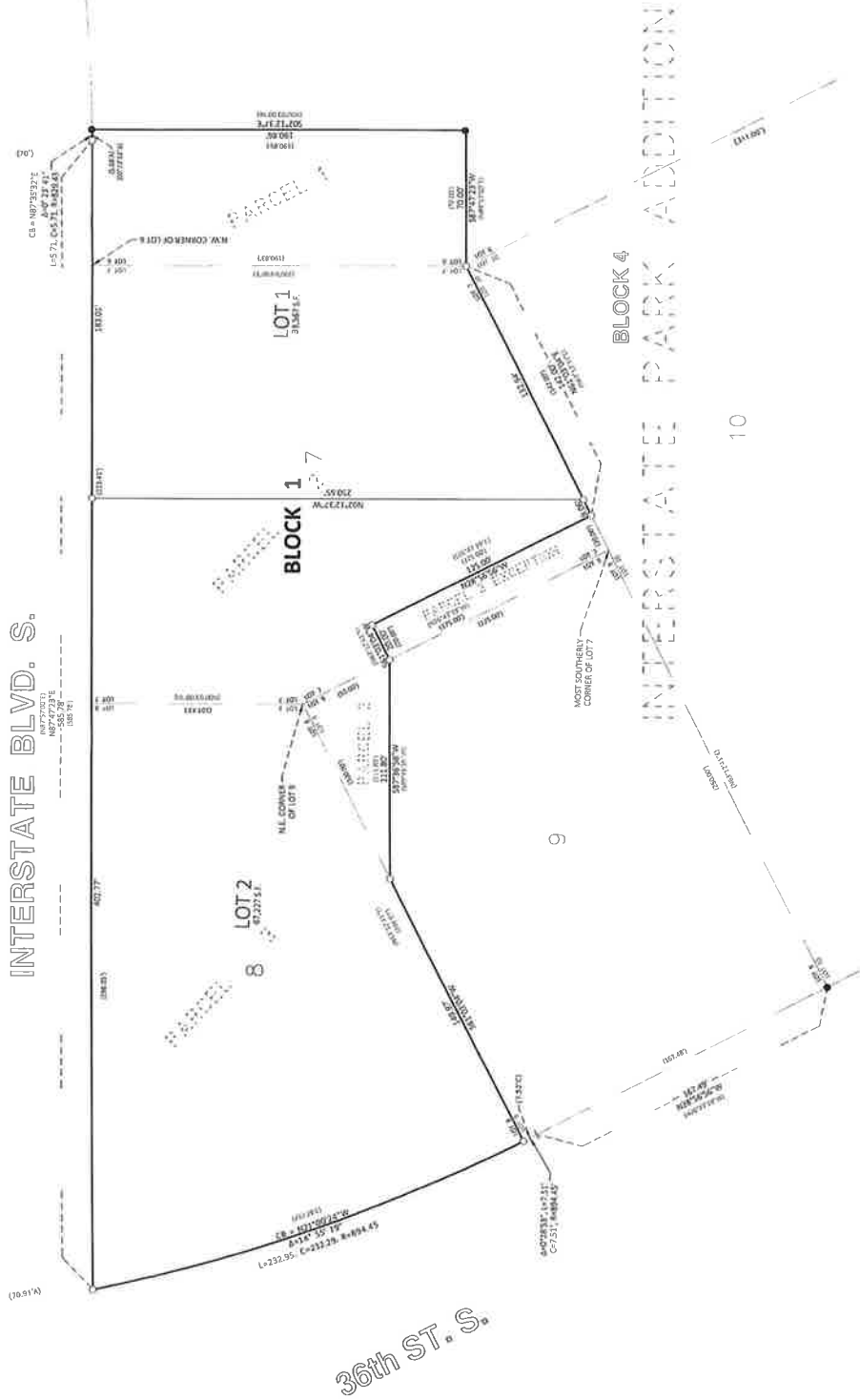
**INTERSTATE PARK SECOND ADDITION**  
 BEING A REPLAT OF PART OF LOTS 6, 7 & 9 AND ALL OF LOT 8, BLOCK 4, INTERSTATE PARK ADDITION  
 TO THE CITY OF FARGO,  
 CASS COUNTY, NORTH DAKOTA  
 (A MINOR SUBDIVISION)

**LEGEND**

- IRON MONUMENT FOUND
- 3/4" I.D. IRON PIPE SET
- MEASURED BEARING
- RECORD BEARING
- MEASURED DISTANCE
- PLAT OR RECORD DISTANCE
- LOT LINE
- UTILITY EASEMENT
- EXISTING LOT LINE
- EXISTING UTILITY EASEMENT



**NOTE:**  
 BASIS OF BEARINGS: CITY OF FARGO GROUND  
 COORDINATE SYSTEM



H:\147\10001\10001\10001\_0002\10001\_0002\_Plat\_Secund\_Addition.dwg

24

**MEMORANDUM**

**TO:** CITY COMMISSION

**DATE:** DECEMBER 7, 2021

**FROM:** NICOLE CRUTCHFIELD, PLANNING DIRECTOR *nc*

**RE:** MASTER SERVICES AGREEMENT RENEWAL – REACH PARTNERS

In 2019, the Reach Partners, Inc. was contracted to provide services for the Planning Department in order to aid staff in administrative duties related to communications, and technical assistance for project and event operations and management. The scope of work was provided in the form of a master services agreement, and was paid from Planning Services (2019 budget) and The Fargo Project funds from the Kresge Foundation.

At the conclusion of this contract, the Planning Department seeks to renew the Master Services Agreement for \$80,000 from December 2021-December 2023. The work proposed in the renewal contract includes project management support for the Kresge Foundation work, the Arts and Culture Commission activities, and communication needs for The Fargo Project. REACH Partners was initially hired through a sole source contract in 2019, and as such are requesting this sole source procurement for the Master Services Agreement renewal.

Continuity for the management of these activities of the Arts and Culture Commission, administration of the Kresge Foundation grant funds, and supporting the Planning Department are especially important as we enter into 2022 activities to continue traction.

Attached please find an updated sole source request and renewal contract. Tasks will be allocated to the Planning Services and the Arts and Social Services funds, and the Kresge Foundation grant funds.

At the November 22, 2021 Finance Committee meeting, the Committee recommended approval to the City Commission of the MSA Agreement with Reach Partners.

**Recommended Action:**

Approve the contract renewal in the amount of \$80,000 with Reach Partners, Inc.





	<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:

Reach Partners, Inc.

Estimated Dollar Amount of Purchase:

\$80,000

The project/service is required to:

The Planning Department is requesting a renewal of the Master Services Agreement with Reach Partners, Inc. In 2019, the City entered into a Master Service Agreement with Reach Partners, Inc. to aid staff in administrative duties related to communications, project operations and management, event planning and management, and providing technical assistance to the Planning Department. With the current renewal, this work continues with specific projects including the Kresge Renewal, Arts and Culture Commission Technical Assistance, and The Fargo Project: World Garden Commons. Reach Partners has provided a scope of work in the form of a master services agreement renewal, which is attached. The amount is for \$80,000 and will be paid from Planning Services fund that was approved with the 2021 budget, Social Service Funds from 2021, as well as The Fargo Project funds from the Kresge Foundation.

Reach Partners, Inc. specializes in project management, including communications and program and event management. Reach Partners has previously worked with the Planning Department on a number of projects, including The Fargo Project, The Fargo Project Renewal, Events Planning, Human Relations Strategic Planning, as well as technical assistance to the Planning Department. More recently, Reach Partners, Inc. provided project management and technical services related to the pandemic, as well as services for an arts related projects. Reach Partners has a deep understanding of the Planning Department and City of Fargo processes spanning 6 years. For the past 6 months Reach Partners has been consulting with Kresge Foundation and assisting city staff, on pivoting and adjusting time lines with the Kresge grant work since our project was delayed due to the pandemic.

**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. \*\*)

The Planning Department has contracted with Reach Partners since 2015 on various projects for project management and communications, and has a deep understanding of the Planning Department and City of Fargo processes. Based on Reach Partners specialty of project management, including communications and program and event management and history of work with the City of Fargo, they are best suited to conduct this work. We are aware of other strategic planning firms and communication firms; however, with the community contacts and broad reach of their network, Reach Partners provides a strong community connection on behalf of the Planning Department. Their qualifications includes: community organizing skills, event planning, communications, grant writing, graphic design and networking skills. They are also certified project managers.

**\*\*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)

The Planning Department has contracted with Reach Partners since 2015 on various projects for project management and communications, and has a deep understanding of the Planning Department and City of Fargo processes. Based on Reach Partners specialty of project management, including communications and program and event management and history of work with the City of Fargo, they are best suited to conduct this work. In addition, they have participated in prior training conducted by our granters and are familiar with the Creative Placemaking field work.

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

N/A

Signature: **Nicole Crutchfield** Digitally signed by Nicole Crutchfield  
DN: cn=Nicole Crutchfield, o, ou,  
email=ncrutchfield@tergond.gov, c=US  
Date: 2021.11.18 11:51:10 -0600

(Requestor)

Printed Name: **Nicole Crutchfield**

Department: **Planning and Development**

Title: **Director**

Date: **11/18/2021**

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.

**NC**

(Requestor Initials)



## MASTER SERVICES AGREEMENT RENEWAL

Reach Partners is grateful for the opportunity to build upon six years of experience working with the City of Fargo Planning Department on a myriad of projects, providing expertise technical assistance in project management, communications, strategic planning, professional events design, and volunteer management.

### SCOPE OF WORK

#### PROJECTS

Reach Partners will work with committee volunteers and staff: listening, communicating, leading, and problem-solving. We commit to remaining adaptive throughout the engagement according to the needs of the internal staff, external partners, commissions, and boards as identified. We can work as an agent of the city, taking direct feedback and supervision from city staff and applying the appropriate skills and expertise. We will consult and execute on ongoing operations or project-based management activities as determined, including the following projects:

#### Projects:

- Kresge Renewal
- Arts & Culture Commission Technical Assistance
- The Fargo Project: World Garden Commons

#### Technical Assistance

Reach Partners' responsibilities include working jointly with staff to identify apparent and underlying needs and long-term goals for capacity building. We will provide technical assistance to the Planning Department staff in the following areas: strategic planning, project management, facilitation, professional event planning, and communications strategies.

**Project Management** Provide expert project management across each project's lifecycle: define project objectives, purpose, and scope, develop, lead or execute on project plans, monitoring progress through project close. Consult on existing projects for

**Communications** Consult on strategic communications plans through messaging, brand and communication styles to support proactive communications approach for meaningful engagement with key stakeholders.



**Facilitation, Conversation Design** Facilitate conversations between partners and manage activities to amplify the values of compassion, radical acceptance, and empathy. Develop tactics for meaningful conversations between parties internal and external to City of Fargo.

**Event Engagement, Event Design & Management** Provide expert event planning and execution services, evaluation, and technical assistance to parties internal and external to City of Fargo staff, boards, and commissions specific to events.

**Strategic Planning** Use a dialogue strategy to make connections, co-create meaning, and develop a shared understanding among stakeholders internal and external to the Planning Department. Engage and collaborate with stakeholders to identify and establish priorities, clarify roles, focus energy and resources, strengthen operations, and pursue common goals.

## TERMS

**Fee** Hourly not to exceed \$80,000.00.

**Period of Performance** November 2021 to December 2023.

**Billing & Payment** Reach Partners will render invoices by the 14<sup>th</sup> calendar day of the month for services provided in the preceding monthly period. Invoices are payable within 30 days after the date of the invoice. If any invoice is not paid in full within thirty (30) days after the invoice date, the balance is subject to an 8.5% monthly finance charge.

**Reimbursement** Reach Partners' invoices will reflect actual hours for the time period worked at the hourly rate of One Hundred Five Dollars an hour (\$115.00/hr) plus, authorized expenses will be invoiced for the time period billed and subject to an 8.5% mark-up.

**Additional Scope** Any additional work will be mutually agreed upon before work is completed. Additions beyond the scope of work will be billed at \$115.00 an hour to manage, plus actual expenses.

**Publication** To the extent not otherwise prohibited, Reach Partners is free to publish or present work conducted under this agreement without prior approval. Proper acknowledgment will be made for the contributions of each party to the results published.

**Release of Contract** Either party may terminate the agreement upon 5-days' written notice for any or no reason. Actual hours worked and out-of-pocket expenses will be invoiced in full. City of Fargo will pay Reach Partners within thirty (30) days of receipt of the invoice.



**Indemnification** Except for the negligence or willful misconduct of a party, the parties agree to indemnify, defend and hold harmless each other, their parents, affiliates, and subsidiaries, and each of their officers, trustees, directors, employees, and agents from any claims, loss, damage, injuries, cost, expense or liability arising out of or related to performance or nonperformance of it or its employees or agents' obligations under this Agreement.

**Insurance** Reach Partners maintains, at its own expense, general liability insurance in at least such amounts as are usual and customary for the services to be provided hereunder and sufficient to satisfy its indemnification obligations. At the request of City of Fargo, Reach Partners will produce a certificate of insurance evincing Reach Partner's insurance obligations hereunder.

**Independent Contractors** City of Fargo contracts with Reach Partners, and Reach Partners accepts engagement with the City of Fargo as an independent contractor to provide the services hereunder.

**Signature** By my signature below, I hereby acknowledge that I have read the entire agreement, understand it, and agree to be bound by its terms and conditions. This agreement is governed by North Dakota law.

---

Rachel Asleson, PMP  
Reach Partners, Inc  
15 21<sup>st</sup> St S, Suite 208  
Fargo ND 58103

Date

---

Nicole Crutchfield, AICP, ASLA  
Planning Department  
City of Fargo  
225 4th Street North  
Fargo, ND 58102

Date



25

MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR** *N. Crutchfield*

**DATE: DECEMBER 9, 2021**

**RE: METROPOLITAN AREA HOUSING NEEDS AND MARKET ANALYSIS**

The Planning Department is seeking support to contract with MetroCOG to oversee a regional housing study. The scope of work includes analysis of demographic and socio-economic factors influencing the housing market and providing a projection over 10 years of estimated housing type needs. MetroCOG has developed a draft scope of work based on a survey and outreach to stakeholders. A contract with MetroCOG is attached as well as a draft scope of work for an RFP to be issued soon. In order to begin this work and gain preliminary results within the next six months, the Planning Department would like to sponsor this work by encumbering \$125,000 towards the cost of the study. The total cost of the project is estimated at \$150,000 and support from other jurisdictions and non-profit partners have pledged support with details yet to be confirmed.

Comprehensive understanding of the influencing factors of the housing market will be imperative to the upcoming Growth Plan update scheduled for 2022. This will also help guide our work with HUD funds and incentive strategies on behalf of the City of Fargo. Other agencies will also be able to have access to this data as an input to other economic and market studies conducted by our partners; such as, Home Builders Association.

The monies for the City of Fargo's shares is already budgeted in the 2021 Planning Services account.

**Suggested Motion:**

Authorize the Mayor to execute a local services contract with MetroCOG to conduct a regional housing needs and market assessment.



**CITY OF FARGO, NORTH DAKOTA  
and the  
FARGO-MOORHEAD METROPOLITAN  
COUNCIL OF GOVERNMENTS (METRO COG)  
PROJECT ADMINISTRATION FOR THE HOUSING NEEDS AND MARKET ANALYSIS  
FOR THE CASS COUNTY, ND AND CLAY COUNTY, MN MSA  
(2021#1004)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Fargo-Moorhead Metropolitan Council of Governments, hereinafter referred to as METRO COG; and the City of Fargo, North Dakota, hereinafter referred to as the CITY OF FARGO. This agreement shall cover services related to the project management and administration for the Housing Needs and Market Analysis for the Cass County, ND and Clay County, MN MSA, hereinafter referred to as the Project.

**RECITALS**

**WHEREAS**, the CITY OF FARGO desires to contract for services in the management and administration of the Project, and

**WHEREAS**, the CITY OF FARGO desires to contract for consultant services for the development and completion of the Project, and

**WHEREAS**, METRO COG serves the local governments within the metropolitan area as a regional planning agency tasked with managing and coordinating multi-jurisdictional planning projects, and

**WHEREAS**, the CITY OF FARGO desires to retain the services of METRO COG in management, administration, oversight, and coordination of the Project as more fully described in Exhibit A, attached to and made part of this agreement.

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

**AGREEMENT**

**1. SCOPE OF SERVICES.** METRO COG shall perform those tasks and activities identified in Exhibit A. Any work requested by the CITY OF FARGO beyond that identified in Exhibit A will require an amendment to this agreement.

**2. TERM.** This agreement shall extend from the date of its full execution to December 31, 2022, unless terminated pursuant to the termination or suspension of agreed services or the completion of services.

**3. SCHEDULE OF PERFORMANCE.** METRO COG shall complete the services within the term of this agreement and in accordance with the project schedule as agreed upon through with the consultant chosen to complete the analysis. Any services for which times for performance are not specified in this agreement shall be commenced and completed by METRO COG in a prompt and timely manner based upon the circumstances and direction communicated to METRO COG. The agreement to extend the term or the schedule of performance shall not preclude recovery of damages for delay if the extension is required due to the fault of METRO COG.

**4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to METRO COG by the CITY OF FARGO for performance of services described in Exhibit A, including payment for professional services and reimbursable expenses, shall not exceed twenty thousand dollars (\$20,000.00). The CITY OF FARGO reserves the option to amend this agreement if additional information not currently contained in Exhibit A is requested and agreed to by METRO COG.

**5. INVOICES.** METRO COG shall invoice the CITY OF FARGO one (1) time for reimbursement of its share of locally funded project costs once upon project initiation, which is prior to finalization and dissemination of the Request for Proposals. The invoice shall describe the services to be performed by Metro COG staff and applicable charges based upon METRO COG's billing rates as set forth in Exhibit B. The information in METRO COG's payment request shall be subject to verification by the CITY OF FARGO.

The invoice shall also include the budgeted consultant fees for the Project. The funds shall be used by Metro COG to pay monthly consultant invoices for completion of the Project. Metro COG shall provide the City of Fargo with copies of the consultant invoices and documentation of payment made to the consultant on a monthly basis.

**6. STANDARD OF CARE.** Services shall be performed by METRO COG or under METRO COG's supervision. METRO COG shall not assign nor transfer METRO COG's interest in this agreement without the express written consent of the CITY OF FARGO. Any work requested by the CITY OF FARGO outside of that identified in Exhibit A shall require an amendment to this agreement.

**7. AMENDMENTS.** The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instruction signed by both parties.

**8. APPLICABLE LAW.** This agreement is financed in part with funding from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). All services performed under this agreement shall comply with all applicable federal, state, and local laws, regulations, and procedures.

**9. INDEMNITY.** To the extent allowed under North Dakota law, the CITY OF FARGO shall save and hold harmless METRO COG, its officers, agents, employees, and members, and the State of North Dakota and North Dakota Department of Transportation (NDDOT), its officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the CITY OF FARGO, or its subcontractors, agents, or employees under this agreement. However, this paragraph will not apply to suits against METRO COG, the State of North Dakota, or NDDOT arising out of its negligence or intentional acts, or those of its employees, agents, or designees. Further, the indemnification set forth in this paragraph is limited to the specific dollar amounts set forth in N.D.C.C. § 32-12.1-03, as amended from time to time.

**10. OWNERSHIP OF MATERIALS.** All work products of METRO COG which result from this agreement are the property of METRO COG, its federal/state grantor agencies, and the CITY OF FARGO.

**11. RECORDS.** METRO COG shall maintain accounting and project records as per adopted procedure. Such records shall be made available to the CITY OF FARGO and the state/federal government for inspection and audit during the agreement term and for three (3) years after the expiration date of this agreement, unless any litigation, claim, or audit is started before the expiration of the three (3) years, then the records shall be retained until such action is satisfied.

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

Cynthia R Gray, Executive Director  
Metro COG  
One 2<sup>nd</sup> Street N, Suite 232  
Fargo, ND 58102

Nicole Crutchfield, Planning Director  
City of Fargo  
225 4<sup>th</sup> Street N  
Fargo, ND 58102

**13. CONFLICT OF INTEREST.** No official or employee of METRO COG, a state, or any other governmental instrumentality who is authorized in his or her official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for METRO COG, a state, or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his or her employment or retention by METRO COG, a state, or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by METRO COG, a state, or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of METRO COG, or such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

**14. SUSPENSION OF SERVICES OR TERMINATION OF AGREEMENT.** The right is reserved by CITY OF FARGO to suspend the performance of services in whole or in part, or to terminate the agreement with or without cause at any time upon ten (10) days prior written notice. The right is reserved by METRO COG to suspend the performance of services in whole or in part, or to terminate this agreement with or without cause at any time upon thirty (30) day written notice. Upon suspension or termination by either party, METRO COG shall immediately deliver to the CITY OF FARGO any and all copies of studies, computations, and other data prepared by METRO COG or its contractors, whether completed or not. Such materials shall become the property of the CITY OF FARGO. METRO COG shall be paid for services rendered or materials delivered to the CITY OF FARGO in accordance with the scope of work on or before the effective date of suspension or termination.

**15. NON APPROPRIATIONS.** This agreement is subject to the fiscal provisions of the CITY OF FARGO and METRO COG's annual budget, and the availability of federal transportation funds, as appropriate.

**16. MERGER.** This agreement constitutes the entire agreement between the parties. No waiver consent, modification, or change of terms of this agreement shall bind any party unless in writing and

signed by all parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The CITY OF FARGO by the signature below of its authorized representative, hereby acknowledges that the CITY OF FARGO has read this agreement, understands it, and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF**, this agreement has been executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF FARGO

WITNESS

\_\_\_\_\_  
Mayor, City of Fargo

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

FM METROPOLITAN COUNCIL  
OF GOVERNMENTS

WITNESS

\_\_\_\_\_  
Chair, Policy Board

\_\_\_\_\_  
Executive Director

## Exhibit A

**City of Fargo, North Dakota and the  
Fargo-Moorhead Metropolitan Council of Governments  
PROJECT ADMINISTRATION FOR THE HOUSING NEEDS AND MARKET ANALYSIS  
FOR THE CASS COUNTY, ND AND CLAY COUNTY, MN MSA  
(2021#1004)**

**Overview.** The purpose of this study is to collect data and document the housing needs of the region both in the very near-term and out to the year 2032 (ten-year forecast). In addition to data analysis, the scope of the study includes providing case study examples that demonstrate how to successfully implement the type of housing that is needed. Case study examples should be aimed at ways to meet identified needs that are not currently in use within the MSA.

The study area will include the Cass County, ND and Clay County MSA, with primary focus on the cities of Dilworth, Fargo, Horace, Moorhead and West Fargo. In addition, consideration will be given to the communities in the surrounding areas within Cass and Clay County, including Barnesville, Glyndon, Hawley, and Sabin, MN and Argusville, Casselton, Harwood, Kindred, and Mapleton, ND and several other smaller cities in both counties. Local leaders are interested in how the housing and demographic inputs impact the housing market as a whole, and to what extent policies and laws are affecting housing development.

Consistent with contract 2021#1004, Metro COG shall perform project administration duties for the Project. The scope of work and general project approach for the preparation of the RFP, the administration of the qualifications-based selection process, contract negotiations, coordination with project stakeholders, oversight and review of the consultant's work, and administration of the Project is set forth below.

**Scope of Work.** Metro COG has prepared the following scope of work for the Project. This project would be initiated in December of 2021, and would be completed on or before December 31, 2022. Project completion would constitute the acceptance of the final Project by the Fargo City Commission. Below is a description of each focus area:

1. **Project Management and Administration.** Project management and administration includes activities Metro COG shall be accountable for to fully manage the project such as staff time, technology and equipment needs, and documentation. Metro COG shall be responsible for:
  - a. Pre-project as described below.
    - i. Completing the Request for Proposals (RFP), incorporating comments from the City of Fargo and other project participants,
    - ii. Disseminating the RFP through North Dakota Department of Transportation, LinkedIn, American Planning Association, Western Planners Association, APA Minnesota, and other professional organizations where consultants specializing in housing needs and market analyses would regularly search for RFPs,
    - iii. Responding to consultant questions regarding the Project and the RFP,

- iv. Distributing proposals to the City of Fargo and other local participants,
  - v. Distribution of an evaluation matrix for the proposals,
  - vi. Scheduling interviews of consultants,
  - vii. Contract negotiations, and
  - viii. Contracting with selected consultant.
- b. Project management activities upon project initiation.
- i. Serving as the primary point of contact for the consultant team,
  - ii. Scheduling and maintaining regular progress meetings with the consultant and the City of Fargo Planning Director or another designee,
  - iii. Coordinating with local partners and ensuring the consultant is coordinating with local partners and stakeholders,
  - iv. Monitoring the scope of work and schedule to ensure the project meets expectations,
  - v. Reviewing products of the study to ensure quality,
  - vi. Reviewing project progress reports and invoices and processing payment,
  - vii. Participation in stakeholder engagement and project adoption meetings, and
  - viii. Project close-out activities.

**Fees for Service.** The total cost to Metro COG for the performance of work pursuant to this agreement shall not exceed a total of \$15,000 for which the City of Fargo shall be responsible. This amount shall include all project costs including labor, general and administrative overhead, travel, fixed fees, materials, supplies, and miscellaneous needs as detailed in Exhibit B.

1. **Direct Costs.** Direct costs under this agreement shall be total direct labor hours (190 hours) multiplied by staff hourly rates for a total of \$11,218.90 (labor + mileage).
2. **Indirect Costs.** Indirect costs are recouped via the Indirect Allocation Rate (IAR) and are calculated by multiplying the IAR and total direct costs. Indirect costs under this agreement shall be the current IAR (78.91 percent) multiplied by the total direct labor costs (\$11,128.00), plus estimated mileage for a total of \$20,000.00.
3. **Eligible Project Costs.** Eligible project costs include those with a direct relation to transportation. Metro COG, NDDOT and FHWA have estimated that an additional 100 hours are eligible for CPG funding and are covered within Metro COG's annual Unified Planning Work Program within the Local Planning Assistance Category.
4. **Ineligible Project Costs.** Ineligible costs include tasks which do not have strong transportation-related focus or component. Metro COG, NDDOT and FHWA have estimated that the 190 hours budgeted above and allocated to the Project are ineligible for CPG funding. These hours shall be 100 percent locally funded by the City of Fargo.
5. **Invoices.** Metro COG shall invoice the City of Fargo one time for reimbursement of its share of locally funded project costs concurrent with approval of this contract.

**Timeline.** The timeline for this project shall be as mutually agreed upon by Metro COG, the City of Fargo and the selected consultant.

**Final Deliverables.** Upon project completion, all electronic files of the Project (Microsoft Word, Adobe InDesign, Adobe PDF, and ArcGIS ArcMap) shall be handed over to the City of Fargo on a USB flash drive or other satisfactory means of digital delivery.

**Exhibit B****Fee Schedule and Staff Hours**

Exhibit B - Estimate of Project Management and Administration Costs

<b>Staff</b>	<b>Roles/Responsibility</b>	<b>Hours</b>	<b>Billable Rate</b>	<b>Cost</b>
Executive Director	Project Management	60	92.50	\$5,550.00
Community & Transportation Planner	Stakeholder Engagement	60	46.60	\$2,796.00
GIS Coordinator / Asst Transportation Planner	GIS Data assistance to consultant	40	43.00	\$1,720.00
Office Manager	Administrative Assistance	30	35.40	\$1,062.00
		<b>Total Hours</b>	<b>190</b>	
Direct Costs (Labor)				\$11,128.00
Supplies (mileage)				\$90.90
Indirect Costs (Overhead - Audited overhead rate = 78.91% of Direct Costs)				\$8,781.10
<b>Total Budget - Direct/Indirect Costs</b>				<b>\$20,000.00</b>



**FARGO-MOORHEAD  
METROPOLITAN COUNCIL OF GOVERNMENTS**

**REQUEST FOR PROPOSALS (RFP)**

**PROJECT NO. 2021-**

**DRAFT**  
***Housing Needs and Market Analysis***  
***for the Cass County, ND and Clay County, MN MSA***

***December, 2021***

**APPROVED:**

---

**Cindy Gray**  
**Metro COG, Executive Director**

## REQUEST FOR PROPOSALS (RFP)

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) requests proposals from qualified consultants for the following project:

### ***Housing Needs and Market Analysis for the Cass County, ND and Clay County , MN MSA***

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified candidates may be invited to present a virtually hosted interview. Upon completion of technical ranking and interviews, Metro COG will enter into negotiations with the top ranked firm. **Sealed cost proposals shall be submitted with the proposal.** The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all submittals. This project will be funded, in part with federal transportation funds and has a not-to-exceed budget of **\$150,000.**

Interested firms can request a full copy of the RFP by telephoning 701.532.5100, or by e-mail: [metrocoog@fmmetrocog.org](mailto:metrocoog@fmmetrocog.org). The RFP will also be posted at [www.fmmetrocog.org](http://www.fmmetrocog.org).

All proposals received by **4:30 pm (Central Time) on Friday, January 28, 2022** at Metro COG's office will be given equal consideration. Proposals received after 4:30 pm (Central Time) on January 28, 2022 will not be considered. Respondents must submit a PDF of the proposal, and **one (1) sealed hard copy of the cost proposal.**

The digital version (PDF) of the proposal may be emailed. The consultant must verify that the email was received with the PDF attachment prior to 4:30 pm on the due date. Sealed cost proposals shall be shipped to ensure timely delivery to the contact identified below:

Cindy Gray, Executive Director  
Fargo-Moorhead Metropolitan Council of Governments  
One 2nd Street North, Suite 232  
Fargo, ND 58102  
[gray@fmmetrocog.org](mailto:gray@fmmetrocog.org)  
701-532-5103

Fax versions will not be accepted as substitutes for the proposals or the sealed cost proposal. Once submitted, the proposals will become property of Metro COG.

**Questions must be directed to Cindy Gray (phone number and email shown above).**

Note: This document can be made available in alternative formats for persons with disabilities by contacting Savanna Leach, Office Manager at 701.532.5100 or [leach@fmmetrocog.org](mailto:leach@fmmetrocog.org).

**TABLE OF CONTENTS**

I.	Agency Overview.....	4
II.	Background Information.....	4
III.	Scope of Work and Performance Tasks.....	7
IV.	Implementation Schedule.....	14
V.	Evaluation and Selection Process .....	15
VI.	Proposal Content.....	16
VII.	Submittal Information .....	17
VIII.	General RFP Requirement .....	17
IX.	Contractual Information .....	19
X.	Payments .....	19
XI.	Federal and State Funds.....	19
XII.	Title VI Assurances.....	20
XIII.	Termination Provisions.....	21
XIV.	Limitation on Consultant.....	22
XV.	Conflict of Interest.....	22
XVI.	Insurance .....	22
XVII.	Risk Management.....	22
	Exhibit A – Cost Proposal Form	
	Exhibit B – Federal Clauses	

*Note: Throughout this RFP, Metro COG may be referred to as 'Client' and the consulting firm may be referred to as 'Consultant', 'Contractor', or 'Firm'.*

## **I AGENCY OVERVIEW**

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) serves as the Council of Governments (COG) and Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota Metropolitan Area. Member jurisdictions include the North Dakota cities of Fargo, Horace and Dilworth and the Minnesota cities of Dilworth and Moorhead, as well as Cass County, ND and Clay County, MN.

## **II BACKGROUND INFORMATION**

The Greater Fargo-Moorhead metropolitan statistical area (MSA) population has grown nearly 18 percent since 2010, from approximately 209,000 to over 246,000. The 2020 MSA population exceeded the 2020 projections that were made in 2010 by approximately 5,000. The 2035 population projection developed in the Fargo-Moorhead 2016 Demographic Forecast ranges from 309,000 to 317,000. The 2045 projection is 330,000 to 342,000. These projected growth levels, combined with the initiation of the FM Diversion, the recent groundbreaking on the Career Workforce Academy, and the continued growth of the metropolitan area as a medical, agricultural, educational, technical, cultural, and transportation hub of the region have resulted in concerns about the housing market and the extent to which the region is currently meeting the needs of its current and future workforce, as well as the needs of other sectors of the population, and the changes that may need to be implemented in the future to meet the housing needs of this growing metropolitan area.

In 2015, a study entitled the Regional Workforce Study – Greater Fargo/Moorhead Region was completed. One of the recommendations of the study was to "increase access to and the supply of affordable housing". The study found that access to affordable housing for low-income workers is low in the region. Opportunities for first-time home buyers seem to have become even more limited in the years since the study was done, making workforce attraction and retention a concern.

Recently, the Greater Fargo Moorhead Economic Development Corporation (GFMEDC) and the Fargo Moorhead West Fargo Chamber of Commerce collaborated to hold a retreat of leaders throughout the metropolitan area. A dominant area of concern identified by this group was housing, as it relates to workforce retention, attraction, and sustainability. The EDC and the Chamber have collaborated with local businesses and governments to form Fueling our Future (<https://fuelingourfuture.net/>), which is described as "A consensus regional agenda, bringing together resources to focus on large-scale solutions that create lasting regional impact, led by business and community leaders."

City planning departments have been asked to respond to the housing situation as part of their work with developers and agencies on housing subdivisions and programs;

however, they are currently experiencing a severe lack of up-to-date data to inform and guide policy-makers, housing agencies, developers, and non-profits involved in housing. Concerns vary between jurisdictions, with some communities having higher than average rental rates, and others wanting more rental housing opportunities. City leaders struggle to balance concerns about small single-family residential lots with constant demands for more affordable owner-occupied housing opportunities. Past studies have looked at metropolitan area cities individually, and at different degrees of depth, providing an "apples to oranges" comparison of data throughout the region.

Older areas of the community, some of which have by default become the more affordable areas, are considered by many to be more desirable because of their character and mature trees, as compared to newer areas. Regardless, maintenance and condition are concerns in some cases, and in other cases, these houses have been purchased as investments and are being used as rental property, particularly in close proximity to area universities and colleges. In the past, City leaders have implemented programs to rehabilitate older homes to restore their status as single-family dwellings versus apartment units. Some programs to maintain older homes, reduce their use as multiple family dwellings, and ensure their sustainability are intact, while others have come to an end, and data is needed to determine where and how to target housing programs in older neighborhoods.

There are several anecdotal observations and experiences; such as:

- First-time home buyers are in competition with empty nesters for homes in the same price range
- Elderly people in the metro area have experienced rent increases in subsidized housing units, resulting in on-going affordability concerns.
- Housing options for service workers or attainable housing for families is scarce.
- A variety of housing choices for an array of price points is not available so households are choosing housing that is not preferred.
- There is not enough housing options for in migration populations to be a community of choice in comparison to peer cities and to marketable to support a well-rounded economy.

Differences exist between Minnesota and North Dakota relative to the development of some types of housing, and study partners are interested in identifying differences that are barriers, and in continuing to work on removing barriers that are already known to them. The same is true for zoning regulations within the region.

The purpose of this study is to collect data and document the housing needs of the region both in the very near-term and out to the year 2032 (ten-year forecast). In addition to data analysis, the scope of the study includes providing case study examples that demonstrate how to successfully implement the type of housing that is needed. Case study examples should be aimed at ways to meet identified needs that are not currently in use within the MSA.

The study area will include the Cass County, ND and Clay County MSA, with primary focus

on the cities of Dilworth, Fargo, Horace, Moorhead and West Fargo. In addition, consideration will be given to the of communities in the surrounding areas within Cass and Clay County, including Barnesville, Glyndon, Hawley, and Sabin, MN and Argusville, Casselton, Harwood, Kindred, and Mapleton, ND and several other smaller cities in both counties. Local leaders are interested in how the housing and demographic inputs impact the housing market as a whole, and to what extent policies and laws are affecting housing development.

### **III SCOPE OF WORK AND PERFORMANCE TASKS**

Below are tasks the Consultant is expected to complete as part of this project:

#### **Task 1 – Project Management and Coordination**

The Consultant will be required to manage the study and coordinate with any subconsultants, as well as be responsible for all documentation and equipment needs. The Consultant will identify a project manager from their team to act as the direct point of contact for Metro COG's project manager.

The Consultant should expect monthly (or, at times, bi-weekly) progress meetings with Metro COG to discuss the status of the project, seek any guidance, clarification, or information, and discuss any issues or concerns regarding the project. The Consultant should expect additional meetings with Metro COG on an as-needed basis. It's anticipated that these meetings will usually be virtual web-based meetings.

Additionally, the Consultant should expect to prepare monthly progress reports, submit adequate documentation of any and all travel and expense receipts, and prepare and submit invoices on a monthly basis. When submitting progress reports, the Consultant and subconsultant(s), if applicable, will be required to outline the following:

- Performed work during the reporting period
- Upcoming tasks
- Upcoming milestones
- Status of scope and schedule
- Any issues to be aware of

All invoices, travel and expense receipts, and progress reports, are due to Metro COG's project manager no later than the 2<sup>nd</sup> Thursday of each month to ensure invoices are processed in a timely fashion.

**Task 2 – Data Collection**

Data necessary to conduct the analysis shall be collected and documented as part of the study. These data components will be used to establish existing conditions, and will be critical to the identification of issues and both short term and longer-term needs.

Consultants should identify the data necessary to a) conduct the needs analysis, and b) respond to the questions and concerns as described in Task 4, as part of their proposal.

Data collected should include information about the existing housing program and incentives within the metropolitan area, and their level of effectiveness.

**Task 3 – Public and Stakeholder Input**

The Consultant will propose an approach to stakeholder shall ultimately be placed in a public outreach and communication plan, to be reviewed and approved by the Study Review Committee (SRC). The consultant should propose how the team would handle both virtual and in-person meetings, and virtual opportunities should be available even after in-person meetings are deemed more acceptable from a public health standpoint.

SRC membership is expected to include representation from the Cities of Fargo, West Fargo and Moorhead, the Home Builders Association of Fargo-Moorhead, and Metro COG.

Focus groups related to the housing, development, mortgage/finance, and real estate industries should be recommended by the consultant team with input from local SRC members. The study participants are also interested in the experiences of recent home buyers and those currently searching for a home to buy.

The consultant should explain the extent to which input from the general public is also important to this project, and consultants need to present an approach to gathering input from the public. The consultant should include in their scope of work a plan to gather input and experiences from recent home buyers or prospective home buyers (currently searching) representing different price points within the metropolitan market.

The consultant should also include in their scope of work a plan to seek input and experiences from households on the lowest spectrum of the market, such as those who are fully dependent upon social security, or those for whom housing costs exceed thresholds considered ideal from an affordability perspective. Seniors living in subsidized housing, where rent increases have affected affordability, are also a group of interest.

Metro COG maintains an up-to-date list of local media outlets that can be used for press releases regarding public input opportunities. Public notices and social media boosts shall be paid for out of the project budget. If direct mailings are needed to large numbers of recipients, Metro COG will work with the consultant and local partners to determine the best approach to paying for printing and postage.

Website options for the project could consist of either a project website, or content provided for a housing study page within Metro COG's website. Proposals should explain your team's recommended approach.

#### **Task 4 – Metro-Wide Analysis of Existing Conditions**

Based on the data collected as part of Task 2 and the input collected as part of Task 3, the consultant shall conduct an analysis of the existing conditions and those of the recent past by analyzing the data with respect to the housing supply and demand of the metropolitan area.

In addition to documenting the housing needs of our metropolitan area, our study partners are interested in documenting how many housing units, by type and price point, are gained or lost due to the following on a yearly basis:

- New construction,
- Restored from damage (rehabilitated),
- Converted from nonresidential,
- Conversion of owner-occupied to rental or vice versa
- Conversion of single-family housing to multiple family, or vice versa
- Existing building reconfigured to housing,
- Lost to demolition/disaster,
- Damaged or condemned,
- Existing building converted to nonresidential, and
- Other actions that have resulted in significant changes to the overall housing supply

Questions that need to be answered by the analysis include:

- Are there unmet housing needs in the metro area? If so, what are those needs and what are the characteristics of the population groups experiencing those needs?
- How much housing does our metro area need, both in the short term, and throughout the remainder of the decade, and what are the characteristics of the housing units that are needed? Based on population trends, how is that need likely to evolve?
- What is the need for housing at various price points?



- What housing types are needed to fulfill the gaps in our housing supply?
- With respect to all of the above, what geographic areas, product types or price segments have the greatest imbalance between supply and demand?
- Are there significant numbers of households that are "over housed", and is that due to a lack of other housing choices that meet their needs? What is the relationship between this and other segments of the population that is seeking housing alternatives?
- Are segments of the population with different demographics and different financial situations competing for the same types of homes (e.g. first-time home buyers and empty nesters who are scaling down)? If so, what are these groups, and how do their needs compare?
- What other data is needed for our metro jurisdictions to successfully apply for housing-related grant applications, and can that be provided with this study?

The study must also provide:

- An analysis of the balance between rental and owner-occupied housing stock by jurisdiction
- Availability of housing stock for first time home buyers
  - Types and features of housing and neighborhoods desired by first time home buyers
- Availability of housing stock for empty nesters and seniors
  - Types and features of housing and neighborhoods desired by empty nesters and seniors
- Condition of existing housing stock within various price ranges
- Perceived or real issues that impact the desirability of existing housing stock at various price points
- Along with a summary of the housing programs and incentives that exist in the community, how effective are these programs at meeting the needs of different segments of the population?
- A summary of housing needs and issues identified in recently completed plans (e.g. Comprehensive Plans of the metro area cities and counties, and Fargo's Core Neighborhoods Plan)

- A summary of housing trends in the country that may arrive in the region or that policy makers should be aware of

In addition to the above, there are several areas of concern that local study partners would like to pursue as part of the data collection and stakeholder engagement tasks. They are described below:

- 
- Which markets have the greatest shortfall in new housing development relative to demand, and the reasons for those disparities (e.g. market factors, regulatory constraints, neighborhood context, etc.)?
- Which inputs to housing construction – land, materials, labor or capital – contribute most to tight inventory and house and rent pricing in this metro area and/or in surrounding communities within our metropolitan planning area (Cass County ND communities of Kindred, Mapleton, Casselton, Harwood, and Argusville; Clay County, MN communities of Sabin, Glyndon, Barnesville and Hawley)?

The findings of Task 4 shall be provided in a document that uses graphics, maps, and text to explain the findings of the analysis. Infographics are preferred as a way to illustrate and summarize key findings, but more detailed data and written material is also important for users who need to delve into the details of the data used to complete the analysis.

#### **Task 5 – Strategy for Meeting Short Term Needs**

At this time, several developments and projects have been initiated that have the potential to change the housing demand in the metropolitan area. A few examples of the economic activity within the area include:

- **Amazon** – Amazon is developing a 1,000,000 square foot fulfillment center in Fargo and is in the process of filling 500 full-time jobs.
- **ND State College of Science Career Innovation Center** – NDSCS is in the process of building this career academy in Fargo. When completed, the academy is expected to create over 100 jobs and help fulfill jobs needed within the region.
- **FM Diversion** – construction on the FM Diversion has already begun, but the workforce needed to complete the project within the anticipated seven-year time frame is expected to require hundreds of employees, resulting in spin-off effects to the economy both locally and regionally. [Home - Metro Flood Diversion Authority \(fmdiversion.gov\)](http://Home-MetroFloodDiversionAuthority.com)

These are just a small sampling of some of the significant projects that have the potential to change the demand for housing in the metropolitan area within the very short term. Leaders within the community needs to gain an understanding of what this growth in employment will translate to in terms of housing needs. How does the community address

these needs and still meet the on-going needs of other elements of the workforce?

### **Task 7 – Strategy Beyond the Short Term**

As part of this task, the community is interested in answering the following questions:

1. Looking beyond the next two to three years, approximately how many homes will be needed, and at what price points?
2. To meet the projected needs, what can individual jurisdictions within this metro area do to change their policies or regulations to better meet the needs of the workforce at all levels? This may include addressing housing options for households who are not currently in the workforce due to retirement or other reasons.
3. What scenarios need to take place for the metro area to successfully meet the needs of the community as a whole to ensure long term sustainability, rather than short term workforce needs?
4. Based on stakeholder and public input, what neighborhood and housing features should be emphasized in the housing supply?

Along with answering the questions posed above, the longer-term strategy should provide case studies where cities or other entities have successfully completed projects that help fulfill the need for workforce housing or other types of housing that indirectly help meet the needs for workforce housing. The case studies should describe the project, the needs that were met, and the strategy used in making the development or redevelopment possible.

### **Task 8 – Development of Draft and Final Report**

Proposals should discuss the consultant team's approach to the development of the draft and final report, and the presentation of the information in a format that can be understood and digested by the public and policy-makers. Detailed data collection and analyses should be presented in appendices.

### **Task 9 – Adoption Process**

The consultant is expected to take the project through the adoption process with assistance of Metro COG staff and planning staff of the respective local jurisdictions. This will include:

- a. Presentation to the Study Review Committee, and
- b. Presentations to Planning Commissions and City/County Commissions/Councils.

Most local Planning Commissions only meet one time per month on a pre-determined schedule. Elected bodies generally meet more frequently, such as bi-weekly. Web-based meetings may be an option for some entities.

**IV IMPLEMENTATION SCHEDULE****1) Consultant Selection**

Advertise for Consultant Proposals	12/20/2021
Due Date for Proposal Submittals (by 4:30pm)	1/28/2022
Review Proposals/Identify Finalists	1/31/2022 – 2/11/2022
Interview Finalists	between 2/14/2022 and 2/18/2022
Consultant Notice	2/21/2022
Contract Negotiations	2/28/2022
Signed Contract	Immediately after contract negotiations
Notice to Proceed	Immediately after signed contract

**2) Project Development**

Project completion is desired within six months to one year after entering into contract. Proposals must include a schedule which shows completion timeframes for project milestones and for the final product.

**V EVALUATION AND SELECTION PROCESS**

**Selection Committee.** The Client will establish a selection committee to select a Consultant. The committee will likely consist of Metro COG staff as well as staff from local jurisdictions.

The Consultant selection process will be administered under the following criteria:

- 20% - Understanding of project objectives
- 20% - Proposed approach, work plan, and management techniques
- 20% - Experience with similar projects
- 20% - Expertise of the technical and professional staff assigned to the project
- 20% - Current workload and ability to meet timeline

The Selection Committee, at the discretion of the Client and under the guidance of NDDOT policy, will entertain virtual presentations for the top candidates to provide additional information for the evaluation process. The presentations will be followed by a question and answer period during which the committee may question the prospective Consultants about their proposed approaches.

A Consultant will be selected on based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by the Metro COG Policy Board.

The Client reserves the right to reject any or all proposals or to waive minor irregularities in said proposal, and reserves the right to negotiate minor deviations to the proposal with the successful Consultant. The Client reserves the right to award a contract to the firm or individual that presents the proposal, which, in the sole judgement of the Client, best accomplishes the desired results.

The RFP does not commit the Client to award a contract, to pay any costs incurred in the preparation of the contract in response to this request or to procure or contract for services or supplies. The Client reserves the right to withdraw this RFP at any time without prior notice.

All proposals, whether selected or rejected, shall become the property of the Client.

## **VI PROPOSAL CONTENT**

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the Consultant seeking to provide comprehensive services specified herein for the Client, in conformity with the requirements of the RFP. The proposal should demonstrate qualifications of the firm and its staff to undertake this project. It should also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Work and Performance Tasks.

The Client is asking the Consultant to supply the following information. Please include all requested information in the proposal to the fullest extent practical.

- 1) Contact Information.** Name, telephone number, email address, mailing address and other contact information for the Consultant's Project Manager.
- 2) Introduction and Executive Summary.** This section shall document the Consultant name, business address (including telephone, FAX, email address(es)), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.
- 3) Work Plan and Project Methodology.** Proposals shall include the following, at minimum:
  - a) A detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP;
  - b) A timeline for completion of the requested services, identifying milestones for development of the project and completion of individual tasks.
  - c) List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
  - d) List of the proposed principal(s) who will be responsible for the work, proposed Project Manager and project team members (with resumes).

- e) A breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described below in Section VIII. General Proposal Requirements.
- f) A list of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned.
- g) List of client references for similar projects described within the RFP.
- h) Required Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms participation documentation, if applicable.
- i) Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.
- j) The nature of the counting equipment proposed and details of the reliability and proven capability of the equipment to gather accurate, reliable data.

**4) Signature.** Proposals shall be signed in ink by an authorized member of the firm/project team.

**5) Attachments.** Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:

Exhibit A - Cost Proposal Form (as identified in VIII 1)

Exhibit B – Federal Clauses

## **VII Submittal Information**

PDFs of technical proposals should be emailed to [gray@fmmetrocog.org](mailto:gray@fmmetrocog.org) and a hard copy of the cost proposal in a sealed envelope should be shipped to ensure timely delivery to the contact as defined below:

Cindy Gray, AICP  
Executive Director  
Fargo-Moorhead Metropolitan Council of Governments  
Case Plaza, Suite 232  
One 2<sup>nd</sup> Street North  
Fargo, ND 58102-4807  
[gray@fmmetrocog.org](mailto:gray@fmmetrocog.org)

Proposals shall be received by **4:30 pm (Central Time) on January 28, 2022** at the Metro COG office. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. The full length of each proposal should not exceed thirty (30) pages; including any supporting material, charts or tables.

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**VIII GENERAL RFP REQUIREMENTS**

- 1) **Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name; inclusive of a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly "not to exceed" amount and shall follow the general format as provided within Exhibit A of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the Consultant identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified Consultant. This process will continue until a satisfactory contract has been negotiated.
- 2) **Consultant Annual Audit Information for Indirect Cost.** Consulting firms proposing to do work for Metro COG must have a current audit rate no older than 15 months from the close of the firm's Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This documentation should be attached with the sealed cost proposal.**
- 3) **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** See Exhibit B, Federal Clauses.
- 4) **Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his or her ability to perform or finance this work.
- 5) **Disadvantaged Business Enterprise.** Pursuant to Department of Transportation policy and 49 CFR Part 23, Metro COG supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the Consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota or Minnesota shall be included within the proposal. If the Consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the Subconsultant's certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within

the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.

- 6) **US DOT Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants are advised to review and consider the *US DOT Policy Statement on Bicycle and Pedestrian Accommodation* issued in March of 2010 when developing written proposals.
- 7) **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of Consultants. Copies of the Manual may be found on the Metro COG website [www.fmmetrocog.org](http://www.fmmetrocog.org) or the NDDOT website at [www.dot.nd.gov](http://www.dot.nd.gov).

## IX CONTRACTUAL INFORMATION

- 1) The Client reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. The Client will not pay for any information contained in proposals obtained from participating firms.
- 2) The Client reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
- 3) Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by the Metro COG Policy Board.
- 4) If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations agreed to, the Client shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- 5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the Client and shall contain, as a minimum, applicable provisions of the Request for Proposals. The Client reserves the right to reject any agreement that does not conform to the Request for Proposal and any Metro COG requirements for agreements and contracts.
- 6) The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.



**X PAYMENTS**

The selected Consultant will submit invoices for work completed to the Client. Payments shall be made to the Consultant by the Client in accordance with the contract after all required services, and items identified in the scope of work and performance tasks, have been completed to the satisfaction of the Client.

**XI FEDERAL AND STATE FUNDS**

The services requested within this RFP will be partially funded with funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). As such, the services requested by this RFP will be subject to federal and state requirements and regulations.

The services performed under any resulting agreement shall comply with all applicable federal, state, and local laws and regulations. In addition, this contract will be subject to the relevant requirements of 2 CFR 200.

**XII TITLE VI ASSURANCES**

Prospective Consultants should be aware of the following contractual ("Contractor") requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

- 1) **Compliance with Regulations.** The Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).
- 2) **Nondiscrimination.** The Consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*, in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*.
- 4) **Information and Reports.** The Consultant shall provide all information and reports

required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro COG or the North Dakota Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to Metro COG, or the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

- 5) **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions as outlined herein, the Client and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration / Federal Transit Administration may determine to be appropriate, including but not limited to:
  - 6) Withholding of payments to the Consultant under the contract until the Consultant complies; or
  - 7) Cancellation, termination, or suspension of the contract, in whole or in part.
- 8) **Incorporation of Title VI Provisions.** The Consultant shall include the provisions of Section XII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Consultant shall take such action with respect to any subcontract or procurement as Metro COG or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation by a Subconsultant or supplier as a result of such direction, the Consultant may request Metro COG enter into such litigation to protect the interests of Metro COG; and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

\*\* The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

### **XIII TERMINATION PROVISIONS**

The Client reserves the right to cancel any contract for cause upon written notice to the Consultant. Cause for cancellation will be documented failure(s) of the Consultant to provide services in the quantity or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Consultant without additional harm to the participants or the Client.

The Client may cancel or reduce the amount of service to be rendered if there is, in the opinion of the Client, a significant increase in local costs; or if there is insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the Client will notify the Consultant in writing ninety (90) days in advance of the date such actions are to be implemented.

In the event of any termination, the Client shall pay the agreed rate only for services delivered up to the date of termination. The Client has no obligation to the Consultant, of any kind, after the date of termination. Consultant shall deliver all records, equipment and materials to the Client within 24 hours of the date of termination.

#### **XIV LIMITATION ON CONSULTANT**

All reports and pertinent data or materials are the sole property of the Client and its state and federal planning partners and may not be used, reproduced or released in any form without the explicit, written permission of the Client.

The Consultant should expect to have access only to the public reports and public files of local governmental agencies and the Client in preparing the proposal or reports. No compilation, tabulation or analysis of data, definition of opinion, etc., should be anticipated by the Consultant from the agencies, unless volunteered by a responsible official in those agencies.

#### **XV CONFLICT OF INTEREST**

No Consultant, Subconsultant, or member of any firm proposed to be employed in the preparation of this proposal shall have a past, ongoing, or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During the term of this Agreement, the Consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with the Client or in any way compromise the services to be performed under this agreement. The Consultant shall immediately notify the Client of any and all potential violations of this paragraph upon becoming aware of the potential violation.

#### **XVI INSURANCE**

The Consultant shall provide evidence of insurance as stated in the contract prior to execution of the contract.

#### **XVII RISK MANAGEMENT**

The Consultant agrees to defend, indemnify, and hold harmless the Client and the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the Client and the State or its agents, but not against claims based on the Client's and the State's contributory negligence, comparative

and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Consultant to the Client and the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Client and the State is necessary. Consultant also agrees to defend, indemnify, and hold the Client and the State harmless for all costs, expenses and attorneys' fees incurred if the Client or the State prevails in an action against Consultant in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

The Consultant shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverage:

1. Commercial general liability and automobile liability insurance - minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
2. Workforce Safety insurance meeting all statutory limits.
3. The Client and the State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
4. Said endorsements shall contain a "Waiver of Subrogation" in favor of the Client and the state of North Dakota.
5. The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Client and the State Risk Management Department.

The Consultant shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the Client prior to commencement of this agreement.

The Client and the State reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of the work under the Agreement is sublet, the Consultant shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Consultant, the Client and the State as a result of work undertaken by the Subconsultant. In addition, the Consultant shall ensure that any and all parties performing work under the Agreement are covered by public liability insurance as outlined above. All Subconsultants performing work under the Agreement are required to maintain the same scope of insurance required of the Consultant. The Consultant shall be held responsible for ensuring compliance with those requirements by all Subconsultants.

Consultant's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Client or State. Any insurance, self-insurance or self-retention maintained by the Client or the State shall be excess of the Consultant's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Consultant shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Consultant from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Consultant. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Client and the State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Consultant in excess of the minimum requirements set forth above.

**Exhibit A – Cost Proposal Form**

**Cost Proposal Form** – Include completed cost form (see below) in a separate sealed envelope – labeled “**Sealed Cost Form – Vendor Name**” and submit with concurrently with the technical proposal as part of the overall RFP response. The cost estimate should be based on a not to exceed basis and may be further negotiated by Metro COG upon identification of the most qualified Consultant. Changes in the final contract amount and contract extensions are not anticipated.

**REQUIRED BUDGET FORMAT**  
 Summary of Estimated Project Cost

1.	<b>Direct Labor</b>	Hours	x	Rate	=	<b>Project Cost</b>	<b>Total</b>
	Name, Title, Function	0.00	x	0.00	=	0.00	0.00
			x		=	0.00	0.00
			x		=	0.00	0.00
				<b>Subtotal</b>	=	0.00	0.00
2.	<b>Overhead/Indirect Cost (expressed as indirect rate x direct labor)</b>					0.00	0.00
3.	<b>Subconsultant Costs</b>					0.00	0.00
4.	<b>Materials and Supplies Costs</b>					0.00	0.00
5.	<b>Travel Costs</b>					0.00	0.00
6.	<b>Fixed Fee</b>					0.00	0.00
7.	<b>Miscellaneous Costs</b>					0.00	0.00
<b>Total Cost</b>						=	0.00

**Exhibit B**

**Federal Clauses**





December 7, 2021

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

RE: Azteca Systems, LLC - Cityworks Software License and Maintenance Agreement  
Renewal

Commissioners:

In 2014, Fargo Public Works and Waste Water Reclamation implemented and began using Citworks software for asset and maintenance management. The Cityworks software allows the departments to track citizen requests, work performed and associated costs.

The software and maintenance fees are renewed every two years with an annual payment made through the Information Services Department budget. The Cityworks software is a critical tool for both Public Works and Waste Water Reclamation. A significant investment was made in 2014 to launch this product and staff has spent many hours tailoring it to our operational platform.

The quote for the next two years has been enclosed along with Terms and Conditions of the Agreement.

RECOMMENDED MOTION: I/we hereby move to approve the execution of the enclosed agreement and authorize the contract renewal with Azteca Systems, LLC - Cityworks

Respectfully submitted,



Ben Dow  
Public Works Director



**Azteca Systems, LLC - Cityworks**  
 11075 S State St, Suite 24 | Sandy, UT 84070  
 801-523-2751 | Fax # 801-523-3734

Quote Number Q-12038-2  
 Created Date 11/5/2021

Contact Information

Contact Name:	Ben Dow	Prepared By Name:	Jenn Miya
Customer:	Fargo (ND), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	402 N 23rd St Fargo, ND 58102	Prepared By Email:	jmiya@cityworks.com

Quote Lines

Product Name	Quantity	Net Unit Price
Server AMS Custom ELA	1.00	USD 54,594.75
Metrics API License	1.00	USD 0.00
Equipment Checkout License	1.00	USD 0.00
Contracts License	1.00	USD 0.00
Storeroom License	1.00	USD 0.00
CCTV Interface for PACP License	1.00	USD 0.00
MicroPaver License	1.00	USD 0.00
AMS Native Mobile Apps License	1.00	USD 0.00
Cityworks Analytics for AMS	1.00	USD 0.00
Service Request API	1.00	USD 0.00
eURL	1.00	USD 0.00
<b>TOTAL:</b>		USD 54,594.75

Notes

Year 1 Dollar Value	USD 54,594.75	Year 1 Date Range	1/15/2022 - 1/14/2023
Year 2 Dollar Value	USD 56,594.75	Year 2 Date Range	1/15/2023 - 1/14/2024
Year 3 Dollar Value		Year 3 Date Range	

**Maintenance Start Date: 1/15/2022    Maintenance End Date: 1/14/2023**

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

**Terms and Conditions**

Payment Terms  
Payment due within 30 days

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

**Software Licensing**

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

**Taxes**

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

**International Customers**

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

\_\_\_\_\_  
Accepted by:

Mayor

\_\_\_\_\_  
Title

\_\_\_\_/\_\_\_\_/\_\_\_\_

Date

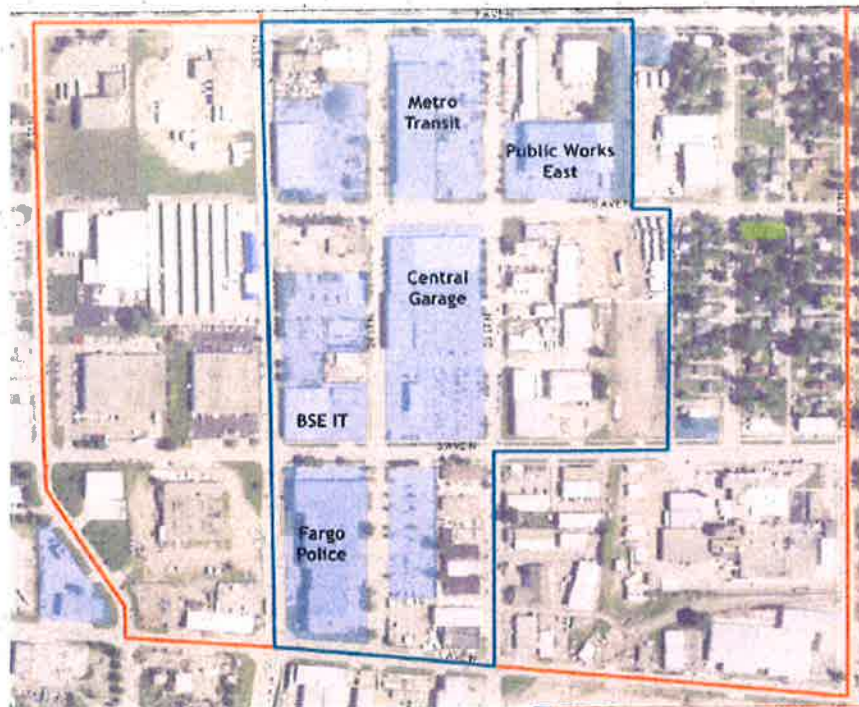
December 8, 2021

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

RE: Purchase Agreement for the Acquisition of 2414 7<sup>th</sup> Avenue N. in the amount of \$412,200.00

Commissioners:

As part of being a “city on the grow”, both Solid Waste and Public Works have been very successful in establishing creative and inventive ideas to deal with both the rapid expansion of services and associated costs. With that being said, facility deterioration and future spacing needs continue to be a growing concern for both teams. Following the 2019 purchase of the Border States Electric IT building (2401 3<sup>rd</sup> Avenue N), Solid Waste and Public Works teamed up and started conceptually looking at the possibility of marrying operations within a single campus. In order to fully execute and study the functional needs of both departments, KLJ was hired to evaluate potential options. As part of the initial phase of the Campus Master Plan, KLJ forecasted the 20-year household and population growth and aligned this with the projected future facility needs. Based on this forecast, we were able to identify that four properties would need to be purchased in order to accommodate moving Solid Waste onto the campus.



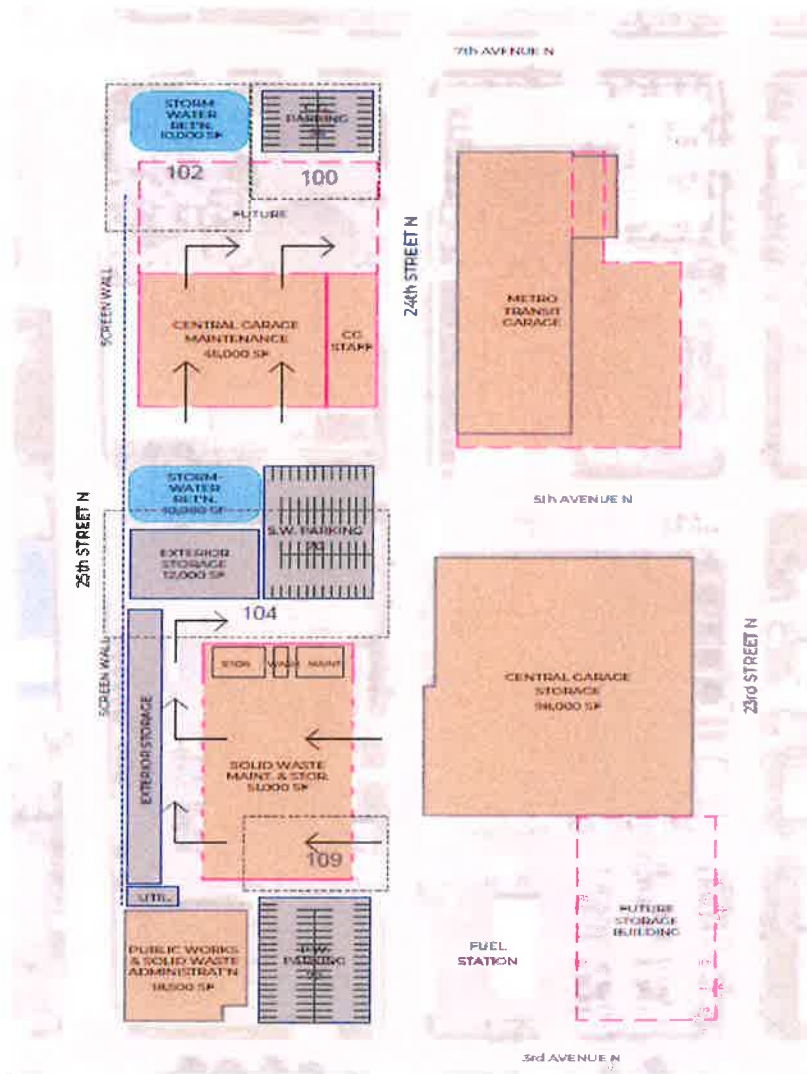
Central Fueling,  
Fleet Purchase  
And Vehicle Maintenance

Right of Way Maintenance  
Sanitary & Storm  
Sewer Maintenance

Snow Removal  
Street Maintenance  
Street Name Sign Maintenance

Urban Forestry  
Watermain Distribution

A representative of the property located at 2414 7<sup>th</sup> Avenue North (“Old Monarch Photo Building” identified as 102 below) recently contacted staff about acquiring the property.



With this property shown as one of the four acquisitions needed as part of the campus master plan, staff has discussed a possible purchase with the representative and city administration. The representative has offered a sale price at the current city taxable value of \$412,200.00. After discussions with City Administration, Terry Ludlum and I took the proposal to the Finance Committee on October 25, 2021, where they approved funding for the property through Solid Waste Utility and Public Works funds.

**RECOMMENDED MOTION:** Approve the attached purchase agreement for the acquisition of 2414 7<sup>th</sup> Avenue North in the amount of \$412,200.00.

Respectfully submitted,

Ben Dow  
Public Works Director

**PURCHASE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **JAMES P. SABO** hereinafter "Seller", and **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City" or hereinafter "Buyer",

**WITNESSETH:**

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

Lots Seventeen, Eighteen, Nineteen and Twenty, in Block Eight, of Tyler's Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

The legal description was obtained from a previously recorded instrument ("Property").

The Property is commonly known as 2414 7<sup>th</sup> Avenue North, Fargo, ND 58102.

**WHEREAS**, Buyer offered to purchase the Property in accordance with the terms stated herein, and Seller has agreed to sell the Property to Buyer.

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

1. Subject Matter. The subject matter of this agreement is the Property described.
2. Purchase Price. The purchase price for the Property is Four Hundred Twelve Thousand Two Hundred Dollars (\$412,200.00).
3. Payment of Purchase Price. Buyer shall present a certified check at the time of closing for the full amount of the purchase price. Any mortgages or liens will be paid at Closing, and Seller will receive the balance, less any escrow amounts, if any, in cash at Closing.
4. Deed. Seller shall sign a Warranty Deed. Buyer will take title as follows:  
  
City of Fargo, North Dakota, a municipal corporation.
5. Closing Date and Transfer of Possession. Closing shall take place as soon as possible. Buyer shall take possession of the real estate on the day of closing. The property is currently vacant.
6. Abstract and Closing Costs. Buyer shall pay for the cost of continuation of the abstract for said property to a recent date. Said abstract must show good and

marketable title in Seller free and clear of all liens and encumbrances, other than those that will be handled at the time of closing. Buyer agrees to pay for all costs associated with Closing, including Warranty Deed preparation.

7. Taxes and Utilities. Taxes and installments of special assessments for the year of closing shall be prorated between the parties to the date of closing based upon current total hue value as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes and assessments must be paid by Seller in advance of closing.
8. Warranty. Seller provides no express or implied warranties on the subject property.

DATED this 7 day of December, 2021.

SELLER:

  
James P. Sabo

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BUYER:

CITY OF FARGO, NORTH DAKOTA  
a municipal corporation

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

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor



28

December 13, 2021

Honorable Board of City Commissioners  
 City Hall  
 225 4<sup>th</sup> St N  
 Fargo, ND, 58102

Commissioners:

Three RFP's were received November 17, 2021, for upcoming contract winter pruning operations. Urban Forestry Programs Manager Allen Lee, Arborist Supervisor Tracy Zablotney, and I have reviewed. The pruning areas include:

- Area – Project 1: 7<sup>th</sup> St N to Elm St between 5<sup>th</sup> and 12<sup>th</sup> Ave N (827 trees)
- Raise – Project 1: South half of Rose Creek area (369)
- Raise – Project 2: 45<sup>th</sup> St S to Veterans Blvd between 40<sup>th</sup> and 52<sup>nd</sup> Ave S (1340)
- Raise – Project 3: Silverleaf area (172)

<u>Contractor</u>	<u>Area 1</u>	<u>Raise 1</u>	<u>Raise 2</u>	<u>Raise 3</u>
Cougar Tree Care, Inc.	\$163,291.15	4,612.50	19,899.00	3,311.00
Carr's Tree Service	no bid	7,720.00	14,475.00	3,474.00
All-Terrain Grounds Maintenance	no bid	7,176.00	19,201.00	3,193.00

Funding has been included in the 2022 annual forestry contract services budget.

**Recommended motion:**

**Move to award upcoming contract winter pruning operations request for proposals (RFP21181) AREA Project 1 to Cougar Tree Care, Inc. (\$163,291.15), RAISE Project 1 to Cougar Tree Care, Inc. (\$4,612.50), RAISE Project 2 to Carr's Tree Service (\$14,475.00), and RAISE Project 3 to All-Terrain Grounds Maintenance (\$3,193.00).**

Your approval of this request is appreciated.

Sincerely,



Scott Liudahl, City Forester

Cc: Ben Dow  
 Bruce Grubb  
 Kent Costin

commissionwinterprune2022.doc



November 29, 2021

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

**RE: RFP21170 for Body/Collision Repair**

Commissioners,

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

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

Allan Erickson, Tanner Smedshammer and Jordan Smith rated the proposals according to the procedure stated in the RFP. It was determined that Corwin Collision Center is the best and lowest cost/hour proposal for Attachment 1-Light Duty Vehicles and Glens Body Repair is the best and lowest cost/hour proposal for Attachment 1 & 2, the repair of Heavy Duty Vehicles and Transit Buses/Vehicles.

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

**Recommended Action:** For RFP21170, award Corwin Collision Center the repair of Light Duty Vehicles and award Glens Body Repair the repair of Heavy Duty Vehicles and Transit Buses/Vehicles.

Respectively submitted,

  
Allan Erickson  
Fleet Services Manager

## Proposal Evaluation Summary Collision/Body Repair RFP

<u>Attachment # 1 Light Duty</u>	179	188	180	Glens
Vendor	Luther	Corwins	Northwest	NB
Body Repair and Painting per hour	\$71.00	\$60.00	\$71.00	\$0.00
Sandblasting per hour	\$71.00	NA	NA	\$0.00
Transportation/Delivery cost per hour	\$0.00	\$0.00	Sublet	\$0.00
Estimates	\$0.00	\$0.00	\$0.00	\$0.00
Required Documents Included	No	Yes	Yes	Yes
<u>Attachment # 2 Heavy Duty Vehicles</u>				
Body Repair and Painting per hour				\$95.00
Sandblasting per hour				\$98.00
Transportation/Delivery cost per hour				\$98.00
Estimates				\$0.00
Required Documents Included				Yes
<u>Attachment # 3 Transit Busses</u>				
Body Repair and Painting/Heavy per hour				\$98.00
Body Repair and Painting/Light per hour				\$95.00
Sandblasting per hour				\$98.00
Transportation/Delivery cost per hour				\$0.00
Estimates				\$0.00
Required Documents Included				Yes

# ATTACHMENT 1 Light Duty

		Luther	Corwins	Northwest	Glens
Allan	Max Points				
	Qualifications of the Body Repair Business	38	38	38	
	Price	30	40	30	
	References - Reliability & Service	20	20	20	
	<b>TOTAL POINTS</b>	<b>88</b>	<b>98</b>	<b>88</b>	<b>0</b>
Jordan	Max Points				
	Qualifications of the Body Repair Business				
	Price				
	References - Reliability & Service				
	<b>TOTAL POINTS</b>				<b>0</b>
Tanner	Max Points				
	Qualifications of the Body Repair Business	37	32	38	
	Price	36	40	36	
	References - Reliability & Service	18	18	18	
	<b>TOTAL POINTS</b>	<b>91</b>	<b>90</b>	<b>92</b>	<b>0</b>

## ATTACHMENT 2 Heavy Duty

	Luther	Corwins	Northwest	Glens
<b>Allan</b>				
	Max Points			
Qualifications of the Body Repair Business	40			40
Price	40			40
References - Reliability & Service	20			20
<b>TOTAL POINTS</b>	<b>100</b>			<b>100</b>
<b>Jordan</b>				
	Max Points			
Qualifications of the Body Repair Business	40			
Price	40			
References - Reliability & Service	20			
<b>TOTAL POINTS</b>	<b>100</b>			<b>0</b>
<b>Tanner</b>				
	Max Points			
Qualifications of the Body Repair Business	40			40
Price	40			40
References - Reliability & Service	20			20
<b>TOTAL POINTS</b>	<b>100</b>			<b>100</b>

### ATTACHMENT 3 Transit Bus

	Max Points	Luther	Corwins	Northwest	Glens
<b>Allan</b>					
Qualifications of the Body Repair Business	40				40
Price	40				40
References - Reliability & Service	20				20
<b>TOTAL POINTS</b>	<b>100</b>				<b>100</b>
<b>Jordan</b>					
Qualifications of the Body Repair Business	40				40
Price	40				40
References - Reliability & Service	20				20
<b>TOTAL POINTS</b>	<b>100</b>				<b>100</b>
<b>Tanner</b>					
Qualifications of the Body Repair Business	40				40
Price	40				40
References - Reliability & Service	20				20
<b>TOTAL POINTS</b>	<b>100</b>				<b>100</b>



30

**PUBLIC WORKS/OPERATIONS**

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

December 9, 2021

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

RE: RFP for Chipper Truck (RFP21198)

Commissioners:

On December 6<sup>th</sup>, 2021, proposals were received for one (1) 2 Ton Chipper Truck. Two proposals were submitted by two separate vendors.

The results were as follows:

<u>Firm</u>	<u>Price</u>
Custom Truck One Source	\$81,976.00
Bert's Truck	\$84,685.00

The review committee, consisting of Scott Liudahl, Tracy Zaboltny, Ben Dow and Tanner Smedshammer, determined that both vendor's met most of the required specifications on the vehicle. Our recommendation is to purchase, based on the low cost proposal, from Custom Truck One Source. Funding for this project is included in the 2022 Forestry Budget. A 4-year lease will be procured for the full cost at the time the vehicle is received.

**SUGGESTED MOTION:**

Approve the recommendation to purchase / lease one (1) 2 Ton Chipper Truck from Custom Truck One Source for the amount of \$81,976.00.

Respectfully Submitted,

Tanner Smedshammer  
Fleet Management Specialist



## Request for Proposals (RFP21198)

2 Ton Chipper Truck RFP Results

12/6/2021

Forestry Department

### Proposal Evaluation Summary

	Custom Truck One Source	Bert's Truck Equipment
Chassis Make	2022 Ford F-550 XL	2020 International CV515SFA
Chipper Make	SouthCo 1166	Knaphide Forestry Body
<b>TOTAL</b>	<b>\$81,976.00</b>	<b>\$84,685.00</b>
Delivery	6/15/22-7/20/22	4/22/2022

(31)

December 13, 2021

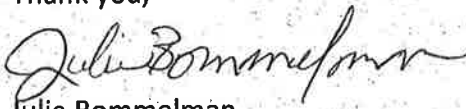
Board of City Commissioners  
Fargo City Hall  
225 4<sup>th</sup> St N  
Fargo, ND 58102

Dear Commissioners:

Attached are the North Dakota State University agreements for the academic year 2021-2022.

The requested motion is to approve the attached agreements.

Thank you,

  
Julie Bommelman  
Fargo Transit Director

/Attachments



**Amendment to  
Joint Powers Agreement for Transit Support  
Between  
The City of Fargo, North Dakota  
and  
North Dakota State University**

This Amendment to Agreement (attachment A) is effective the 1<sup>st</sup> day of July, 2021, and is by and between the City of Fargo (“CITY”) and the North Dakota State Board of Higher Education on behalf of North Dakota State University (“NDSU”).

**WHEREAS**, CITY and NDSU entered into a Joint Powers Agreement for Transit Support dated July 1, 2021; and,

**WHEREAS**, Article 11 of said Joint Powers Agreement stated that the CITY and NDSU shall be authorized to adjust the financial terms of said agreement and the term of said agreement as they mutually agree in writing, from time to time; and,

**WHEREAS**, the CITY and NDSU wish to make such adjustments for the school year 2021-2022.

**NOW, THEREFORE**, it is mutually understood and agreed as follows:

A. Article 3, entitled “Payment” shall be amended to read as follows:

**ARTICLE 3 – PAYMENT**

3.1 NDSU will pay to the CITY \$746,003 over the term of this agreement. Payments of \$74,600 will be made each month for 10 months, starting August, 2021. Said monthly payments shall be made, in arrears, by the end of each month.

B. Article 6, entitled “Term of Agreement” shall be amended to read as follows:

**ARTICLE 7 – TERM OF AGREEMENT**

This Agreement shall become effective July 1, 2021 and shall remain in full-force and effect for one year unless terminated earlier as provided in the joint powers agreement (attachment A).

C. Article 11, entitled “Notices” shall be amended to read as follows:

**ARTICLE 11 – NOTICES**

All notices herein required and any communications with respect to this Agreement shall be effected upon the mailing thereof, and addressed as follows:

**NDSU**

Mr. Mike Ellingson  
Director of Facilities Management  
North Dakota State University  
Box 6050  
Fargo, ND 58105

**City of Fargo**


Ms. Julie Bommelman  
Transit Director  
Metro Area Transit Garage  
650 23<sup>rd</sup> St. N.  
Fargo, ND 58102

D. In all other respects, the Joint Powers Agreement for Transit Support shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and effective July 1, 2021.

**North Dakota State University**

**City of Fargo**

  
\_\_\_\_\_  
Mr. Bruce Bollinger  
Vice President for Finance and Administration

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

Date: 11/24/21

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

\_\_\_\_\_  
Attest: City Auditor      Date

**Agreement for Transit Services  
Between  
The City of Fargo, North Dakota  
and  
North Dakota State University**

This Agreement, dated July 1, 2021, is by and between the City of Fargo (“CITY”) and North Dakota State University (“NDSU”).

**WHEREAS**, NDSU wishes to provide transit services for the benefit of students using the regular fixed route system serving the Fargo-Moorhead metropolitan area, and six circulator shuttle routes serving the NDSU campus and vicinity, and;

**WHEREAS**, The CITY, through its Transit Division, in partnership with the City of Moorhead, Minnesota, provides bus service within the Fargo-Moorhead metropolitan area, and;

**WHEREAS**, The CITY has the infrastructure, vehicles, staffing, funding, and operational capacity to provide these services to NDSU in accordance with the articles in this agreement.

**NOW, THEREFORE**, it is mutually understood and agreed as follows:

**ARTICLE 1 – GENERAL PURPOSE**

The purpose of this agreement is to provide public transportation opportunities for NDSU students while reducing traffic congestion in the City of Fargo. This Agreement will allow NDSU students, faculty and staff to ride any bus route within the Fargo-Moorhead Metropolitan Area Transit system free of charge in accordance with Article 3.1 below. Students, faculty and staff must swipe a current NDSU ID card when boarding any non-circulator route. In addition to use of the regular fixed route system, six circulator shuttle routes will be maintained to increase student, faculty and staff mobility in and around the NDSU campus.

**ARTICLE 2 – SERVICE**

- 2.1 Route: The CITY will maintain service on Route 13 which connects the NDSU campus to the Ground Transportation Center where connections are made to routes serving the Fargo-Moorhead area. The CITY will also maintain six circulator routes in and around the NDSU campus, to be funded in accordance with Article 2.2 below.
- 2.2 Service: The following six circulator shuttle routes will utilize a total of eight (8) vehicles and operate in and around the NDSU main and downtown campus. Each will operate on routes/schedules determined by the CITY. Circulator shuttle routes will operate on days which NDSU classes are in session, the day prior to NDSU class starting each semester, and during NDSU finals week of each semester, except on State Holidays. Circulator shuttle routes are listed in article 3.2 below with the total operating hours assigned to each route per day. NDSU will have 64.93 operating hours each day NDSU classes are in session, the day prior to NDSU class starting each semester, and during NDSU finals week of each semester, except on State Holidays.

**ARTICLE 3 – PAYMENT**

3.1 **Bison Roam Free U-Pass Program:** All enrolled NDSU students regardless of full or part-time status, class standing, or location of residence shall be authorized to ride any fixed route within the Fargo-Moorhead Metropolitan Area Transit system free of charge. This service is referred to as the “Bison Roam Free U-Pass Program”, or simply as “U-Pass.” To be eligible for participation, students must swipe a current NDSU ID at the time of boarding. In exchange, NDSU will pay the CITY an annual amount of **\$60,403.86**. The amount of \$5,033.66 (\$60,403.86/12) is the cost per month for the U-Pass Program, which is in effect starting July 1, 2021 and ending June 30, 2022.

The U-Pass cost is calculated by taking the total percent of NDSU student, faculty and staff ridership from all Fargo non-circulator routes at fifteen percent (15%) of the previous year’s operating costs. The formula below shows the calculation for the previous year.

FTA expectation is 15% farebox recovery. 15% of Operating Expenses = 15% Farebox Recovery \* % NDSU Non-Circulator Ridership = U-Pass Cost includes NDSU Students, Faculty and Staff.

<b>U-Pass Cost</b>	<b>2020 Operating Expenses (Fixed)</b>	<b>15% Farebox Recovery</b>	<b>% NDSU Non-Circulator Ridership</b>	<b>Total</b>
	\$6,860,177	\$1,029,027	5.87%	\$60,403.86

3.2 **Circulator Costs:**

<b>August 1, 2021 to May 31, 2022</b>					
<b>Route</b>	<b>Daily Revenue Hours</b>	<b>Academic Operating Days</b>	<b>Annual Operating Hours</b>	<b>Rate</b>	<b>Cost</b>
Route 31	10.50	159	1669.5		
Route 32E	10.67	159	1696.53		
Route 32W	3.00	159	477		
Route 33	28.35	159	4520.37		
Route 34	8.91	159	1416.69		
TapRide	3.5	159	556.5		
<b>Totals</b>	<b>64.93</b>		<b>10336.59</b>	<b>\$72.26</b>	<b>\$746,002.85</b>

Vehicle advertising is included in the hourly operating costs for NDSU routes. For every 1,000 annual operating hours, NDSU receives one (1) vehicle for advertising on both the interior and exterior of the vehicle. NDSU is allowed a maximum of 10 vehicles at the current rate. The City will handle installation and removal of all wraps. The City will have sole discretion on which vehicles the wraps are placed.

3.3 **Credits:**

In the event any revenue hours are canceled by either NDSU or the City of Fargo, a credit of the total number of hours canceled at the current rate per hour will be credited in the following

years cost spreadsheet. Hours credited for the 2020-2021 academic year for this agreement are listed below.

3.4 **Payments & Schedule:**

<b>Description</b>	<b>Payment Due</b>	<b>Amount</b>
U-Pass	July 1, 2021	\$60,403.86
Circulator Service 2021-2022 Academic Year		\$746,002.85
Credits from 2020-2021 Academic Year		
<b>Total Circulator Service</b>		<b>\$746,002.85</b>
	<b>*10 Payments August 2021 to May 2022</b>	<b>\$74,600.29</b>

**ARTICLE 4 – ROUTE/SERVICE ADJUSTMENTS**

The CITY will closely monitor NDSU student ridership statistics, patterns, and other information to create quarterly reports for NDSU. NDSU will consult with students on the usefulness of the transit service, and provide this information to the CITY. Based on this information, the parties may jointly make adjustments to the routes and transit schedule. Both parties acknowledge that any such adjustments must comply with all applicable federal, state and local rules and regulations regarding transit operations, and with basic safety requirements pertaining to the operation of public transit vehicles.

**ARTICLE 5 – INSURANCE**

The CITY shall maintain and provide casualty, liability, body injury, collision and comprehensive insurance on the buses and equipment it deems necessary, and NDSU shall have no responsibility to provide such coverage. The CITY is authorized to self-insure for such risks, subject to the liability limits of the State of North Dakota.

## **ARTICLE 6 – FORCE MAJEURE**

Neither Party shall be held responsible for delays or lack of performance caused by events or acts beyond their control. Such events and acts include, but are not limited to, acts of God, inclement weather, strikes and labor disputes, lack of fuel, road closures, and changes in government regulation, war, insurrection or civil unrest.

## **ARTICLE 7 – TERM OF AGREEMENT**

This Agreement shall become effective July 1, 2021 and shall remain in full-force and effect until June 30, 2022 unless terminated earlier as herein provided. The U-Pass portion of the agreement is in effect for the term of this agreement, and the shuttle service portions of the agreement that reference days that class is in session are in effect for the NDSU Fall 2021 and Spring 2022 semesters.

## **ARTICLE 8 – TERMINATION OF AGREEMENT**

- 8.1 **Changes in City Cost, Funding, or Service:** The CITY may terminate or reduce the amount of service in this Agreement if there is, in the opinion of a majority of the City Commission, a significant increase in local costs; or insufficient local, state or federal funding available for the service. In such an event the CITY will provide NDSU a written notice ninety (90) days prior to any changes in the service.
- 8.2 **NDSU Initiated Termination of U-Pass Program:** NDSU may terminate the portion of this Agreement with the CITY that allows NDSU students to ride for no charge by providing written notice ninety (90) days prior to the termination of the Agreement. Any monies paid by NDSU to the CITY will be reimbursed on a prorated basis in which the numerator is the length of time from the beginning of the term to the termination date and the denominator is the length of time from the beginning of the term to May 10, 2022. NDSU understands that termination of the U-Pass program may result in the termination of the shuttle services due to required compliance with federal rules and regulations.

## **ARTICLE 9 – GENERAL PROVISIONS**

- 9.1 **Safety and Environmental Codes:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act as well as any pertinent federal, state and local safety or environmental codes.
- 9.2 **Compliance with Applicable Rules and Regulations:** This Agreement shall be subject to, governed by, and construed according to all applicable administrative codes and laws of the City of Fargo, State of North Dakota, and federal government.
- 9.3 **Severability Clause:** In the event that any provision of the Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner the legality or the remaining provisions of the Agreement, and each provision of the Agreement will be, and is deemed to be separate and severable from each other provision.
- 9.4 **By the 30<sup>th</sup> day of each semester start, NDSU will provide the City a complete list of all active NDSU student, faculty and staff ID card numbers ensuring only active students are riding under the U-Pass program.**

**ARTICLE 10 – AUTHORITY TO AMEND FINANCIAL TERMS OF AGREEMENT**

The City and NDSU shall be authorized to adjust the financial terms of this agreement and the term of agreement as they mutually agree, from time to time.

**ARTICLE 11 – DISPUTES**

In the event of a dispute regarding the performance of, or adherence to the provisions of this Agreement by either party to the Agreement, the CITY and NDSU shall select a representative(s) who will attempt to resolve the dispute. If the representatives are unable to resolve the dispute, the issue will be presented to the City’s Administrator. If the City Administrator cannot resolve the dispute, then it will be referred to the Fargo City Commission. If the Fargo City Commission’s decision does not resolve the dispute, the parties have such remedies as provided by law.

**ARTICLE 12 – NOTICES**

All notices herein required and any communications with respect to this Agreement shall be effected upon the mailing thereof, and addressed as follows:

**NDSU**

Mr. Mike Ellingson  
Director, Facilities Management  
North Dakota State University  
Box 6050  
Fargo, ND 58105


**City of Fargo**

Ms. Julie Bommelman  
Transit Director  
Metro Area Transit Garage  
650 23<sup>rd</sup> St. N.  
Fargo, ND 58102

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective July 1, 2021.

**North Dakota State University**

**City of Fargo**

  
\_\_\_\_\_  
Mr. Bruce Bollinger  
Vice President for Finance and Administration

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

Date: 11/29/21

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

Attest:

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



**MATBUS**  
Administrative Offices  
650 23rd Street North  
Fargo, ND 58102  
Phone: 701.241.8140 | Fax: 701.241.8558  
[www.MATBUS.com](http://www.MATBUS.com)

32

December 13, 2021

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

Re: Change Order No. 1, AFB21101

Dear Commissioners:

The referenced change order to the contract between the City of Fargo and KLJ, Inc. for -\$50,014.39 is a summary change order for this contract additions or deletions per the attached. There are no other changes to terms of the contract.

The requested motion is to approve the attached amendment between the City of Fargo and KLJ, Inc. for -\$50, 014.39.

Thank you.

Sincerely,

Julie Bommelman  
Transit Director  
City of Fargo

\Attachment





300 23rd Ave E, Suite 100  
 West Fargo, ND 58078-7820  
 701 232 5353  
 KLIENG.COM

# Letter of Transmittal

<b>Date:</b>	November 29, 2021
<b>To:</b>	Julie Bommelman Transit Director 650 23rd Street North Fargo, ND 58102
<b>Copy To:</b>	File
<b>From:</b>	Cassie McNames
<b>Re:</b>	GTC Exterior Renovations (F21001)
<b>Project #:</b>	1804-00689

**We Are Sending You:**

<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under Separate Cover	<input type="checkbox"/> As Requested
<input type="checkbox"/> Prints/Plans	<input type="checkbox"/> For Your Information	<input type="checkbox"/> For Your Review
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> For Your Signature	<input type="checkbox"/> Samples
<input type="checkbox"/> Other		

**Shipped via:** Hand Delivered

Copies (#)	Description
4	GTC Exterior Renovations (F21001) CO #1

**Remarks**

Please find change order #1 for the above referenced project attached. Please sign all four originals and return two original signed copies of the change orders to our office. We'll distribute to Becky Hanson at NDDOT for her signature. An executed original will be provided to you for your records when available.

Thank you,

Cassie McNames

## CHANGE ORDER NO. 1

Date of Issuance: 11/19/2021

Effective Date: 7/20/2021

<b>PROJECT TITLE</b> <i>GTC Exterior Renovations (F21001)</i>
<b>OWNER</b> <i>City of Fargo</i>
<b>CONTRACTOR</b> <i>Gast Construction Company, Inc.</i>
<b>ORIGINAL CONTRACT DATE</b> <i>6/14/2021</i>

THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER

I. ADDITIONS OR DELETIONS TO THE CONTRACT AND ASSOCIATED COSTS						
Spec. No.	Item	Description of Addition or Deletion	Unit	Quantity	Unit Price	Affect On Contract Price
	1	PR 1 - Roof Support @ SW Corner of Building & Grid 9 Tendon Repair	LS	1	\$12,270.00	\$12,270.00
	2	PR 2 - Tendon Repairs	LS	1	\$33,528.25	\$33,528.25
	3	PR 4 - CAT 6A Cable Credit	LS	-1	\$552.07	(\$552.07)
	4	PR 5 - Omit Additional Bolts @ Ex. Column/Beam Connections	LS	-1	\$410.00	(\$410.00)
	5	PR 6 - Municipal Court Tendon Repairs	LS	1	\$4,640.00	\$4,640.00
	6	PR 7 - Replace West Exterior Doors	LS	1	\$15,230.00	\$15,230.00
	7	PR 8 - Add Curb @ Gas Line	LS	1	\$489.00	\$489.00
	8	PR 9 - Address Roof Ponding	LS	1	\$4,357.00	\$4,357.00
	9	PR 10 - Replace Ex. Fence Posts	LS	1	\$1,010.00	\$1,010.00
	10	PR 11 - Repaint Intake Structures	LS	1	\$1,250.00	\$1,250.00
	11	Adjustment in Class H1 Removal Qty	SY	-120.55	\$148.50	(\$17,901.68)
	12	Adjustment in F&I 1-1/2" Overlay Concrete Qty	CY	-9.63	\$3,300.00	(\$31,779.00)
	13	Adjustment in F&I Penetrating Water Repellent Treatment Qty	SY	-120.73	\$6.60	(\$796.83)
	14	Adjustment in F&I Epoxy Crack Repair Qty	LF	352.72	\$8.80	\$3,103.94
	15	Deck Repair Allowance	LS	-1	\$74,453.00	(\$74,453.00)
<b>TOTAL COST FOR THESE CONTRACT ADDITIONS OR DELETIONS</b>						<b>(\$50,014.39)</b>

**2. JUSTIFICATION FOR ADDITIONS OR DELETIONS TO CONTRACT**

*REFER TO MEMORANDUM DATED 11/17/2021 AND PROPOSAL REQUESTS ATTACHED FOR ADDITIONAL INFORMATION.*

**3. CHANGE TO CONTRACT AMOUNT**

	ORIGINAL CONTRACT AMOUNT:	\$1,747,500.00
	NET INCREASE/DECREASE FROM PREVIOUS CHANGE ORDER(S):	\$0.00
	CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER:	\$1,747,500.00
	INCREASE/DECREASE FROM THIS CHANGE ORDER:	-\$50,014.39
	<b>NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:</b>	<b>\$1,697,485.61</b>

**4. CHANGE TO CONTRACT TIMES**

**Original Contract Times:**

Substantial Completion (Days or Date):	11/5/2021
Ready For Final Payment (Days or Date):	11/19/2021

**Contract Times from previously Approved Change Orders**

Substantial Completion (Days or Date):	<i>Not Applicable</i>
Ready For Final Payment (Days or Date):	<i>Not Applicable</i>

**Contract Times will be Increased/Decreased because of this Change Order**    *Increased*

**Contract Times including this Change Order**

Substantial Completion (Days or Date):	12/8/2021
Ready For Final Payment (Days or Date):	5/13/2022

**5. REQUIRED SIGNATURES - Not valid until signed by Owner. Signature of Contractor indicates agreement herewith, including any adjustments in the Contract Amount or Contract Times**

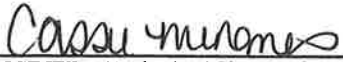
**ACCEPTED:**

By: \_\_\_\_\_  
OWNER (Authorized Signature)  
Name: Timothy J. Mahoney  
Title: Mayor  
Date: \_\_\_\_\_

**ACCEPTED:**

By:  \_\_\_\_\_  
CONTRACTOR (Authorized Signature)  
Name: James Gast  
Title: President  
Date: 11/22/2021

**RECOMMENDED:**

By:  \_\_\_\_\_  
ENGINEER (Authorized Signature)  
Name: Cassie McNames  
Title: Project Manager  
Date: 11/29/2021

**ACCEPTED:**

Funding Agency (if applicable)

By: \_\_\_\_\_  
FUNDING AGENCY (Authorized Signature)  
Name: Becky Hanson  
Title: Transit Program Manager  
Date: \_\_\_\_\_



300 23rd Ave E, Suite 100  
West Fargo, ND 58078-7820  
701 232 5353  
KLJENG.COM

# Memorandum

**Date:** 11/17/2021  
**To:** Julie Bommelman, City of Fargo Transit Director  
**Copy to:** Cole Swingen (MATBUS), Jordan Smith (MATBUS), Becky Hanson (NDDOT)  
**From:** Cassie McNames, PE  
**RE:** Ground Transportation Center (F21001) – Exterior Renovations, Change Order 1

## Remarks

The Ground Transportation Center (GTC) is currently undergoing renovations to the site, concrete deck, and building façade. During construction, the following items were identified as changes to the original contract that was awarded to Gast Construction Company, Inc. on June 14, 2021. These changes have been incorporated into Change Order #1.

1. PR 1 – Roof Support @ SW Corner of Building & Grid 9 Tendon Repair
  - a. The extents of the canopy were scheduled to be modified under the contract. During construction, it was discovered the canopy roof and building were interconnected at the southwest corner of the building. As a result, structural support had to be provided at the south west corner of the building to support the building roof to allow the exterior portion of the canopy to be removed.
  - b. After the contract was awarded, it was brought to KLJ's attention that a post-tensioned (P/T) tendon had ruptured in the southeast corner of the garage. Kimley-Horn performed an analysis on the deck and determined the broken tendon could be abandoned.
2. PR 2 – Tendon Repairs
  - a. When the overlay removal was completed, structural repairs to the underlying deck were required to be completed prior to the new overlay being placed. This included re-sheathing 15 P/T tendons, repair of 4 broken tendons, and coating of exposed rebar with corrosion inhibitor.
3. PR 4 – CAT 6A Cable Credit
  - a. Existing cabling was utilized for portions of the new PA system, which reduced the amount of new cabling that was required to be installed for the project.
4. PR 5 – Omit Additional Bolts @ Existing Column/Beam Connections
  - a. The existing canopy beams are connected to the columns with two bolts. KLJ had included provisions in the construction documents to install two additional bolts at each of these columns. Upon further review of the existing plans, it was determined the bolts were not required as part of the original design and therefore were excluded from the contract.
5. PR 5 – Municipal Court Tendon Repairs
  - a. As the P/T tendon repairs identified in PR 2 were being completed, it was discovered two of the broken tendons were located inside the Municipal Court restroom. This



required portions of the restroom floor to be demolished to access the broken tendons. Since the work was completed indoors rather than outdoors as originally anticipated, it created tighter working constraints (smaller equipment had to be used), additional concrete removals (slab inside of the building is thicker than the exterior deck and overlay), and use of HEPA fans to control dust inside the building.

6. PR 7 – Replace West Exterior Doors
  - a. Water was discovered in the stairwell on the west side of the building during construction. Upon review, it was discovered the exterior door frames were corroded creating a pathway for water to enter the building. As a result, the doors and frames are being replaced, and this work will be completed on or before December 8, 2021.
7. PR 8 – Add Curb @ Gas Line
  - a. When the roof was replaced on the building, an existing gas line was discovered. A curb was added around the gas line for protection.
8. PR 9 – Address Roof Ponding
  - a. The existing ballasted roof was replaced with an EPDM roof. The existing roof slopes were retained as part of the construction; however, an area of ponding was discovered after the roof construction was completed. Multiple options were considered to address the ponding, and it was determined the most effective solution would be to install a cricket using additional insulation and roofing material to allow the water to drain to the existing roof drain.
9. PR 10 – Replace Existing Fence Posts
  - a. New fence panels were ordered to replace damaged panels in the existing site fencing. As KLJ was marking panels for replacement, two damaged posts were discovered. The City elected to move forward with replacement of the damaged posts.
10. PR 11 – Repaint Intake Structures
  - a. The intake structures on the north side of the building were painted to match the colors in the MATBUS logo. However, when the new building façade was installed, it was discovered the blue in the logo is a slightly lighter color than the façade manufacturer’s standard blue. As a result, the City has elected to have the intake structures color matched to the new blue façade on the building. In order to repaint the structures, the exterior temperatures need to be 40 degrees and rising. Therefore, this work will be completed next spring prior to May 13, 2022.
11. Adjustments to Unit Quantities for Deck Repairs
  - a. The contract included estimated unit quantities for the removal and replacement of portions of the concrete overlay on the deck. The estimated quantities are being adjusted in Change Order 1 to account for the field measured quantities installed as part of the project. These adjustments are shown as items 11-14 in the change order.
12. Deck Repair Allowance
  - a. When the previous phase of construction was completed in 2020, several unforeseen conditions were discovered when the concrete overlay was replaced resulting in an overage on the contract. To combat those costs, an allowance of 25 percent of the deck repair costs was built into the current contract. This allowance is being credited back to the contract as the itemized repair costs have been addressed through individual proposal request (refer to PR 2 and PR 5).



# GAST CONSTRUCTION

General Contractors

Fargo • Wahpeton

Cassie McNames

KLJ

300 23<sup>rd</sup> Ave E, Suite 100

West Fargo, North Dakota 58078

July 19, 2021

Re: GTC Exterior Renovation (F21001) – PR 001

Cassie,

Below is a broken down price to provide additional support for the GTC roof at the southwest corner of the building. This includes salvaging two existing canopy columns (including removing rust/scale and paint), relocating the columns against the building for support of two canopy columns previously scheduled to be field cut, installation of a concrete haunch to support the columns, and continuation of the new canopy fascia and soffit around these beams/columns. This proposal includes two options for the canopy fascia, as well as the inclusion of costs to abandon one broken tendon in the garage along Grid 9 as shown in the proposal request.

**Base Option:**

- Steel – Material	\$300.00
- Steel – Labor	
- 30 man hours x \$90/hr	\$2,700.00
- Salvage Columns	
- Labor/Material	\$400.00
- Demo Concrete – Labor	
- 15 man hours x \$60/hr	\$900.00
- Reinforcing – Material	\$120.00
- Reinforcing – Labor	
- 5 man hours x \$60/hr	\$300.00
- Patch/Abandon Broken Tendon	
- Material/Labor	\$800.00
- Steel Stud Framing	\$400.00
- Break Metal	\$200.00
- Paint	\$400.00
- Sandblasting	\$500.00
- Pouring Haunch/Slab on Grade Back – Material	\$550.00
- Pouring Haunch/Slab on Grade Back – Labor	
- 5 man hours x \$60/hr	\$300.00
- Misc. Consumables	\$700.00
- Façade/Soffit Panel	No Cost
- Supervising – Labor	
- 10 man hours x \$70/hr	\$700.00
- Subtotal	\$9,270.00
- 15% Markup	\$1,390.00
- Total	<b>\$10,660.00</b>



# GAST CONSTRUCTION

General Contractors

Fargo • Wahpeton

**Alternate Add On Option:**

- Steel – Material	\$400.00
- Steel – Labor	
- 10 man hours x \$90/hr	\$900.00
- Façade/Soffit Panel	No Cost
- Misc. Consumables	<u>\$100.00</u>
- Subtotal	\$1,400.00
- 15% Markup	<u>\$210.00</u>
- Total	<b>\$1,610.00</b>

If you have any questions or concerns please call.

Thanks,

Jared Pedersen  
Project Manager





# GAST CONSTRUCTION

General Contractors

Fargo • Wahpeton

Cassie McNames

KLJ

300 23<sup>rd</sup> Ave E, Suite 100

West Fargo, North Dakota 58078

August 5, 2021

Re: GTC Exterior Renovation (F21001) – PR 002 Proposal

Cassie,

Below is a broken down price to perform repairs to the recently discovered exposed/loose tendons. There were 15 locations that needed to be re-sheathed and wrapped and 4 broken tendons that need to be repaired. Also provided is pricing for the re-stressing observations by Braun Intertec, as well as pricing for coating the exposed rebar with corrosion inhibitor and supervising/coordinating efforts. Attached to this proposal is the calibration records for the jack being used to perform the restressing as well as the hardware product data for the P/T tendon repairs.

### P/T Tendon - Immediate Repairs

- 1.) Re-Sheath exposed slab tendons. Continue to expose tendon back to good sheathing. Grease and wrap tendon with new sheathing and Denso Tape, a hi-tack non-woven synthetic fabric impregnated and coated with an adhesive compound based on petrolatum.

**15 Locations @ \$156.00/Location**

**Subtotal = \$2,340.00**

**Gast 5% = \$117.00**

**Total = \$2,457.00**

- 2.) Splice broken tendons that have been exposed from the hydro-demo process. Perform inspection to locate tendon break locations. Re-sheath & grease the exposed temperature tendon, install a splice chuck and wrap with Denso Tape. Expose anchor point at slab perimeter and stress tendon.

**2 Tendons @ \$8,900.00/Tendon**

**Subtotal = \$17,800.00**

**Gast 5% = \$890.00**

**Total = \$18,690.00**

- 3.) Splice broken tendons that have been exposed from the hydro-demo process. Two tendons were discovered to have 1 or more broken wires but are still currently tensioned. Tendons will be cut to be de-tensioned and excavated to expose adequate tendon length, good sheathing and pocket for Grabb-It splicing hardware (product data for hardware is attached). Grabb-It splice will be installed and torqued to required foot-pounds. Tendons will be re-sheathed, greased and wrapped with Denso Tape along with the Grabb-It hardware.



# GAST CONSTRUCTION

General Contractors

Fargo • Wahpeton

2 Tendons @ \$4,750.00/Tendon  
 Subtotal = \$9,500.00  
 Gast 5% = \$475.00  
 Total = \$9,975.00

- 4.) Braun Intertec will be onsite to perform observations and record data during the re-stressing of the 4 tendons. This has been scheduled for Friday, August 13<sup>th</sup>.

Subtotal = \$1,000.00  
 Gast 5% = \$50.00  
 Total = \$1,050.00

### Corrosion Inhibitor

Coat exposed rebar with corrosion inhibitor with Sika Armatec 110 EpoCem. This scope of work was performed by Industrial Builders, Inc.

Subtotal = \$525.00  
 Gast 5% = \$26.25  
 Total = \$551.25

### Supervision/Coordinating

Coordinating/supervising efforts from both in the field as well as office time to ensure this scope of work is performed as needed.

10 hours x \$70.00/hour  
 Subtotal = \$700.00  
 Gast 15% = \$105.00  
 Total = \$805.00

**PR 002 Total = \$33,528.25**

### Schedule/Impacts

Vector Construction will perform the all prep work need to be ready for the restressing Friday, August 13<sup>th</sup> which is when Braun Intertec is scheduled to be onsite to perform the observations. Vector Construction already performed the scope of work in item #1, re-sheathing exposed slab tendons. Industrial Builders, Inc. has been cleaning/coating the exposed rebar prior to placing the new overlay concrete.

**Note: KLJ and Kimley Horn to provide details of what areas needed to be barricaded off in order to perform these tasks to keep the public clear.**

If you have any questions or concerns please call.

Thanks,

Jared Pedersen  
 Project Manager

Fargo 3410 39<sup>th</sup> St. SW Fargo, ND 58103 Phone:(701) 235-3454 Fax:(701) 356-0225  
 Wahpeton Box 833 Wahpeton, ND 58074 Phone:(701) 642-6317 Fax:(701) 642-3107



# GAST CONSTRUCTION

General Contractors

Fargo • Wahpeton

Cassie McNames  
KLJ  
300 23<sup>rd</sup> Ave E, Suite 100  
West Fargo, North Dakota 58078

August 10, 2021

Re: GTC Exterior Renovation (F21001) – PR 004

Cassie,

Below is a lump sum price to omit the PA system Category 6A cabling for Dispatch #163, Ticketing #167, and Jefferson #180 (existing available data receptacles shall be utilized) as stated in PR 004.

**(\$552.07)**

If you have any questions or concerns please call.

Thanks,

Jared Pedersen  
Project Manager



# GAST CONSTRUCTION

General Contractors

Fargo • Wahpeton

Cassie McNames  
KLJ  
300 23<sup>rd</sup> Ave E, Suite 100  
West Fargo, North Dakota 58078

August 5, 2021

Re: GTC Exterior Renovation (F21001) – PR 005

Cassie,

Below is a broken down price to provide a credit for omitting (2) ¾" A325 bolts at the following existing column locations: C.1-2, C.1-3, C.1-4, C.1-5, C.1-5.1, D.1-5.1, E-5.1, and F-5.1. It was originally believed these bolts were missing from the original construction but upon further review of the existing plans by KLJ, it was determined these bolts were not required in the original design.

Labor -	
4 hours x \$90.00/hr	(\$360.00)
Material -	<u>(\$50.00)</u>
<b>Total</b>	<b>(\$410.00)</b>

If you have any questions or concerns please call.

Thanks,

Jared Pedersen  
Project Manager



# GAST CONSTRUCTION

General Contractors

Fargo • Wahpeton

Cassie McNames  
KLJ  
300 23<sup>rd</sup> Ave E, Suite 100  
West Fargo, North Dakota 58078

August 25, 2021

Re: GTC Exterior Renovation (F21001) – PR 006

Cassie,

Below is a broken down price for the additional costs that occurred in the Municipal Court bathroom due to the P/T tendon repairs. Pricing includes additional excavating demolition, tile floor patching with attic stock material that was provided to us by the City of Fargo, and final cleaning of the bathroom.

Vector Construction Additional Excavating - - \$1,750/excavation @ 2 excavations	\$3,500.00
Tile Floor Patching	\$800.00
Final Cleaning	<u>\$120.00</u>
Subtotal	\$4,420.00
Markup 5%	<u>\$220.00</u>
<b>Total</b>	<b>\$4,640.00</b>

If you have any questions or concerns please call.

Thanks,

Jared Pedersen  
Project Manager



# GAST CONSTRUCTION

General Contractors

Fargo • Wahpeton

Cassie McNames  
 KLJ  
 300 23<sup>rd</sup> Ave E, Suite 100  
 West Fargo, North Dakota 58078

September 24, 2021

Re: GTC Exterior Renovation (F21001) – PR 007

Cassie,

Below is a broken down price for the work associated with PR 007. The work includes removing the existing frames, installing new frames, doors and associated hardware. Painting of the doors and frames, installing 1" MAPES panel in each transom and caulking the exterior side of the door frames.

Demolition - Labor	\$1,800.00
- 30 hours x \$60/hr	
Frames, Doors and Hardware - Material	\$4,430.00
- Hollow Metal Doors	
- Hollow Metal Doors	
- Hinges	
- Weather Striping	
- Door Sweeps	
- Panic Devices	
- Kick Plates	
- Drip Caps	
- Thresholds	
Door, Frame, Hardware, and MAPES Panels - Labor	\$3,000.00
- 50 hours x \$60/hr	
Reinstallation of Existing Fascia Panel - Labor	\$180.00
- 3 hours x \$60/hr	
Painting – Material/Labor	\$1,300.00
MAPES Panels – Material	\$722.00
Caulking – Material/Labor	\$300.00
Misc. Consumables	\$400.00
Lift Rental	\$200.00
Garbage	\$100.00
Supervising/Office Labor	\$490.00
- 7 hours x \$70/hr	
Patching Allowance – Plaster Ceiling	\$200.00
Cleaning - Labor	\$120.00
- 2 hours x \$60/hr	
Subtotal	<u>\$13,242.00</u>
Markup 15%	<u>\$1,988.00</u>
Total	<b>\$15,230.00</b>



**GAST CONSTRUCTION**

General Contractors

Fargo • Wahpeton

If you have any questions or concerns please call.

Thanks,

A handwritten signature in black ink, appearing to read 'J. Pedersen', written in a cursive style.

Jared Pedersen  
Project Manager



# GAST CONSTRUCTION

General Contractors

Fargo • Wahpeton

Cassie McNames  
KLJ  
300 23<sup>rd</sup> Ave E, Suite 100  
West Fargo, North Dakota 58078

October 1, 2021

Re: GTC Exterior Renovation (F21001) – PR 008

Cassie,

Below is a broken down price to perform the work as described in PR 008. This scope of work could be attended to within one week after acceptance.

Valley Service – Material	\$56.00
Valley Service – Labor	\$269.00
Gast – Office/Supervising	<u>\$140.00</u>
- 2 hours x \$70.00/hr	
Subtotal	\$465.00
Gast Markup 5%	<u>\$24.00</u>
Total	<b>\$489.00</b>

If you have any questions or concerns please call.

Thanks,

Jared Pedersen  
Project Manager





# GAST CONSTRUCTION

General Contractors

Fargo • Wahpeton

Cassie McNames  
 KLJ  
 300 23<sup>rd</sup> Ave E, Suite 100  
 West Fargo, North Dakota 58078

October 8, 2021

Re: GTC Exterior Renovation (F21001) – PR 009

Cassie,

Below is a broken down price to perform the work as described in PR 009.

**Option 1: Add Cricket**

Herzog Roofing – Lump Sum	\$4,000.00
Office/Supervising	\$150.00
2 man hours x \$75/hr	
Subtotal	<u>\$4,150.00</u>
Markup 5%	<u>\$207.00</u>
Total	<b>\$4,357.00</b>

**Option 2: Add Scupper**

Herzog Roofing – Lump Sum	\$1,000.00
Gast – Labor	\$600.00
10 man hours x \$60/hr	
Wood Material	\$75.00
Misc. Consumables	\$100.00
Office/Supervising	\$150.00
2 man hours x \$75/hr	
Subtotal	<u>\$1,925.00</u>
Markup 15%	<u>\$288.00</u>
Total	<b>\$2,213.00</b>

If you have any questions or concerns please call.

Thanks,

Jared Pedersen  
 Project Manager



# GAST CONSTRUCTION

General Contractors

Fargo • Wahpeton

Cassie McNames  
KLJ  
300 23<sup>rd</sup> Ave E, Suite 100  
West Fargo, North Dakota 58078

October 13, 2021

Re: GTC Exterior Renovation (F21001) – PR 010

Cassie,

Below is a price to add the replacement of (2) fence posts to the contract. Scope of work includes removal of (2) existing posts, furnish and install (2) new posts and reattach existing panels to the new posts.

Dakota Fence – Lump Sum	\$962.00
Gast Markup 5%	<u>\$48.00</u>
Total	<b>\$1,010.00</b>

If you have any questions or concerns please call.

Thanks,

Jared Pedersen  
Project Manager



# GAST CONSTRUCTION

General Contractors

Fargo - Wahpeton

Cassie McNames  
KLJ  
300 23<sup>rd</sup> Ave E, Suite 100  
West Fargo, North Dakota 58078

November 2, 2021

Re: GTC Exterior Renovation (F21001) – PR 011

Cassie,

Below is a price to repaint the upper blue portion of the (3) exterior vents to match the façade panel blue.

T. Eckert & Sons Painting – Lump Sum	\$1,190.00
Gast Markup 5%	<u>\$60.00</u>
Total	<u>\$1,250.00</u>

If you have any questions or concerns please call.

Thanks,

Jared Pedersen  
Project Manager



December 2, 2021

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Memorandum of Offer to Landowner  
Permanent & Temporary Easements – Improvement District #BR-22-A0**

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-22-A0. 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 **Oak Grove Lutheran School** in association with Improvement District #BR-22-A0 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: Jeremy Gorden  
Nancy J. Morris

# MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BR-22-A0	County Cass	Parcel(s) 11A & 11B
Landowner Oak Grove Lutheran School		
Mailing Address 124 North Terrace N Fargo, ND 58102		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s) to the easements accompanying this Memorandum of Offer.

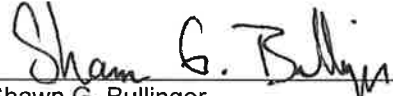
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 20,383.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through 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>20,383.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
<b>Total Offer</b>	<b>\$</b>	<b><u>20,383.00</u></b>

\*Description of Damages to Remainder are as follows:

\_\_\_\_\_

  
 \_\_\_\_\_  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

  
 \_\_\_\_\_  
 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

**PERMANENT EASEMENT**  
**(Street and Utility)**

KNOW ALL MEN BY THESE PRESENTS that **OAK GROVE LUTHERAN SCHOOL**, a North Dakota non-profit corporation, 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 CONVEYS AND TRANSFERS 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 (the "Easement Area"):

The North five feet of Lot One (1), Block One (1), Jensen Subdivision to the City of Fargo, County of Cass, State of North Dakota.

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 the Easement Area and perform any and all acts necessary or convenient to carry into effect the purpose for which the easement 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 Easement Area, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the Easement Area 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, sidewalk, street lighting, and other appurtenances associated with the street widening, 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.

(Signatures on the following pages)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed  
this 30 day of November 2021.

GRANTOR:

Oak Grove Lutheran School,  
a North Dakota non-profit corporation

*Michael A. Slette*  
By: Michael A. Slette  
Its: President

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

On this 30<sup>th</sup> day of November, 2021, before me, a notary public in and for said county and state, personally appeared MICHAEL A SLETTE, to me known to be the PRESIDENT of **Oak Grove Lutheran School**, a North Dakota non-profit corporation, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



*Marietta Wahl*  
Notary Public  
CASS County, North DAKOTA



IN WITNESS WHEREOF, Grantee set its hand and caused this instrument to be executed  
this \_\_\_\_ day of \_\_\_\_\_, 2021.

GRANTEE:

City of Fargo, a North Dakota municipal  
corporation

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

ATTEST

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

(SEAL)

The legal description was prepared by:  
Dan Bueide  
Bueide Law Firm, LLC  
1 2<sup>nd</sup> Street North, Suite 100  
Fargo, ND 58102  
(701) 551-5152  
[dan@bueidelaw.com](mailto:dan@bueidelaw.com)

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

**EASEMENT**  
**(Temporary Construction Easement)**

**KNOW ALL MEN BY THESE PRESENTS** that **OAK GROVE LUTHERAN SCHOOL**, a North Dakota non-profit corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY CONVEYS AND TRANSFERS 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 road construction and activities appurtenant thereto, said land being more fully described, to-wit:

That part of Lot One (1), Block One (1), Jensen Subdivision to the City of Fargo, County of Cass, State of North Dakota, described as follows:

Commencing at the northeast corner of said Lot One; thence South 04 degrees 28 minutes 48 seconds East along the east line of said Lot One, a distance of 5.00 feet; thence South 87 degrees 54 minutes 27 seconds West, parallel with the north line of said Lot One, a distance of 126.57 feet to the point of beginning; thence South 02 degrees 05 minutes 33 seconds East, a distance of 20.00 feet; thence South 87 degrees 54 minutes 27 seconds West, a distance of 27.60 feet to the west line of said Warranty Deed, Document Number 1565366, which is also the east line of said Corrective Warranty Deed, Document Number 1187786, both documents found in the Recorder's Office of said County of Cass; thence North 04 degrees 28 minutes 48 seconds West along said Deed line, a distance of 15.01 feet; thence South 87 degrees 54 minutes 27 seconds West, parallel with the north line of said Lot 1, a distance of 42.55 feet; thence North 02 degrees 05 minutes 33 seconds West, a distance of 5.00 feet; thence North 87 degrees 54 minutes 27 seconds East, parallel with the north line of said Lot 1, a distance of 42.35 feet to said Deed line; thence continuing North 87 degrees 54 minutes 27 seconds East, parallel with the north line of said Lot One, a distance of 28.43 feet to said point of beginning.

Said parcel contains 773 square feet, more or less, and is subject to existing easements of record (the "Easement Area").

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 while this Temporary Easement is effective, when necessary or convenient to do so, go over and upon said Easement Area and perform any and all acts necessary or convenient to carry into effect the purpose for which the easement is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with the Easement Area to be used for the storage of dirt and all other construction activities during the term of this easement and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the Easement Area so as to interfere in any manner with the Easement Area 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, and restore all grass and plantings, 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 commence on May 1, 2022, and shall terminate at the completion of construction of the project, or on November 30, 2022, whichever occurs sooner.

This instrument shall not be recorded.

(Signatures on the following pages)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 30 day of November 2021.

GRANTOR:

Oak Grove Lutheran School,  
a North Dakota non-profit corporation

Michael A. Slette  
By: Michael A. Slette  
Its: President

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

On this 30<sup>th</sup> day of November, 2021, before me, a notary public in and for said county and state, personally appeared MICHAEL A. SLETTE, to me known to be the PRESIDENT of **Oak Grove Lutheran School**, a North Dakota non-profit corporation, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

MARIETTA WAHL  
Notary Public  
State of North Dakota  
(SE My) Commission Expires Sept. 7, 2022

Marietta Wahl  
Notary Public  
CASS County, NORTH DAKOTA

IN WITNESS WHEREOF, Grantee set its hand and caused this instrument to be executed  
this \_\_\_\_ day of \_\_\_\_\_, 2021.

GRANTEE:

City of Fargo, a North Dakota municipal  
corporation

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

ATTEST

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

(SEAL)

The legal description was prepared by:  
Dan Bueide  
Bueide Law Firm, LLC  
1 2<sup>nd</sup> Street North, Suite 100  
Fargo, ND 58102  
(701) 551-5151  
[dan@bueidelaw.com](mailto:dan@bueidelaw.com)

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

35

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-20-L1

Type: Change Order #5

Location: 38th Street South

Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/13/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Change Order #5 in the amount of \$5,043.98, for additional work.

Staff is recommending approval of Change Order #5 in the amount of \$5,043.98, bringing the total contract amount to \$6,557,423.22.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #5 to Dakota Underground.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #5 in the amount of \$5,043.98, bringing the total contract amount to \$6,557,423.22 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	<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>
				<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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, 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:** PWPEC  
**From:** Jason Leonard, Project Engineer  
**Date:** November 24, 2021  
**Re:** Improvement District No. BN-20-L1 – Change Order #5

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**Background:**

Improvement District No. BN-20-L1 is for the new construction of underground utilities, concrete pavement and incidentals on 37<sup>th</sup> Street South, 38<sup>th</sup> Street South and 63<sup>rd</sup> Avenue South.

Dakota Underground is the Prime Contractor for this project.

After the installation of the curb and gutter on 63<sup>rd</sup> Avenue South and 37<sup>th</sup> Street South it was determined that the curb needed to be modified to meet ADA compliance. The Contractor modified the high back curb section to meet compliance at a cost of \$341.48. To ensure safety and access management throughout the winter months at the south end of the project, 15 additional temporary Type III Barricades were installed at a cost of \$3,300. To meet COF traffic safety compliance 17 flexible delineators were added at the end of the bull noses at a total cost of \$1,402.50.

**Recommended Motion:**

Approve Change Order #5 in the amount of \$5,043.98 to Dakota Underground.

Attachments

Dakota Underground Co.

4001 15th Ave N  
 Fargo, ND 58102 US  
 jared@dakotaunderground.net  
 www.dakotaunderground.net



INVOICE

BILL TO  
City of Fargo BN-20-L1

INVOICE 1126  
DATE 10/01/2021  
TERMS Net 30  
DUE DATE 10/31/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Extra Work	Saw Cut and Grind Tapers on NE,NW, SE Curb on 63rd Avenue	1	341.48	341.48

---

BALANCE DUE **\$341.48**



9/19/2021

BN 20-L1

Description

Saw cut and grinde tapers on NE, NW and SE curb on 63rd Ave

Employee	Rate	Hours	Amount	Equipment	Rate	Hours	Amount
Jeff Jundt	\$69.75	3	\$209.25	Flatbed	\$26.64	3	\$79.92
							\$0.00

	subtotal	\$209.25		Total Equipment	\$79.92
+ 25% profit & overhead		\$52.31			
	<b>Total Labor</b>				<b>\$261.56</b>

Material/Subs	Cost	Qty	Amount
-			\$0.00
-			\$0.00
-			\$0.00
-			
-			
-			
-			
-			
-			
-			

	subtotal	\$0.00
+ 25% profit & overhead		\$0.00
	<b>Total Material</b>	<b>\$0.00</b>
	<b>Total</b>	<b>\$341.48</b>



**NorthStar Safety, Inc.**

794 West Main Avenue  
West Fargo, ND 58078  
Tel: 701-282-2110  
Fax: 701-281-1400  
www.northstarsafety.com

11/11/21 REVISED CHANGE ORDER

<u>Project</u>	<u>ID No.</u>	<u>Location</u>	<u>State</u>	<u>Bid Date</u>
Sanitary Sewer, Etc.	BN-20-L1	Fargo	North Dakota	9/30/2020

NorthStar Safety, Inc. (NSI) will supply and install all signs, barricades and channelization devices listed below. All daily maintenance, relocating and/or resetting devices would be the contractor's responsibility. NSI would return upon completion of the project to remove all items supplied by us. Our quote is based on 1 year completion and does NOT include flagging, providing notifications, removal and resetting existing permanent signs, or temporary safety fence.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
CO	Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00

\* - Material Included in Traffic Control:  
15 - Type III Barricades w/3 Road Closed Signs

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%) = \$300.00  
Total Change Order = \$3300.00



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

<b>Improvement District No</b>	BN-20-L1	<b>Change Order No</b>	5
<b>Project Name</b>	Sanitary Sewer, Water Main, Storm Sewer, Paving & Incidentals		
<b>Date Entered</b>	11/23/2021	<b>For</b>	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 #5

1. After the installation of the curb and gutter on 63rd Avenue S and 37th Street S it was determined that the curb needed to be modified to meet ADA compliance. The Contractor modified the high back curb section to meet compliance at a cost of \$341.48.
2. To ensure safety and access management throughout the winter months at the south end of the project, 15 additional temporary Type III Barricades were installed at a cost of \$3,300.
3. To meet COF traffic safety compliance 17 flexible delineators were added at the end of the bull noses at a total cost of \$1,402.50.

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 (\$)
Signing	147	Extra - Signing/Striping	LS	0.00	0.00	0.00	1.00	1.00	3,300.00	3,300.00
	148	F&I Flexible Delineator	EA	0.00	0.00	0.00	17.00	17.00	82.50	1,402.50
									<b>Signing Sub Total (\$)</b>	<b>4,702.50</b>
Paving	149	Extra - Sidewalks/Driveways	LS	0.00	0.00	0.00	1.00	1.00	341.48	341.48
										<b>Paving Sub Total (\$)</b>

**Summary**

<b>Source Of Funding</b>	Special Assessments
<b>Net Amount Change Order # 5 (\$)</b>	5,043.98
<b>Previous Change Orders (\$)</b>	456,501.85
<b>Original Contract Amount (\$)</b>	6,095,877.39
<b>Total Contract Amount (\$)</b>	6,557,423.22

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

**CONTRACT TIME**

<b>Current Substantial Completion Date</b>	10/09/2021	<b>Additional Days Substantial Completion</b>	38.00	<b>Additional Days Final Completion</b>	0.00	<b>New Substantial Completion Date</b>	10/09/2021	<b>New Final Completion Date</b>	
--	------------	---	-------	---	------	--	------------	----------------------------------	--

Description

APPROVED

RAKOTA UNDERGROUND

APPROVED DATE

For Contractor

Department Head

Title

Project Manager

Mayor

Attest

*[Signature]*  
12/7/21

36

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-22-A0 Type: Change Order #2
Location: 32nd Avenue South Date of Hearing: 12/6/2021

Table with 2 columns: Routing, Date. Rows include City Commission, PWPEC File, Project File with corresponding dates and names.

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Change Order #2. This change order does not change the total contract amount of \$1,678,132. It is for the reallocation of funds in the amount of \$240,790.00 from Phase 3 to Phase 2 of the project as follows:

- The Preliminary Design / Environmental phase 1 cost remains \$232,450.
• This would increase the Design phase 2 budget to \$595,682.
• This would reduce the Construction Engineering phase 3 budget to \$850,000.
• This would not change the total contract amount of \$1,678,132.

Staff is recommending approval of Change Order #2.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 to Apex.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #2, which reallocates \$240,790.00 from Phase 3 to Phase 2 of the project.

PROJECT FINANCING INFORMATION:

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

Table with 2 columns: Question, Yes/No. Rows include Developer meets City policy, Agreement for payment of specials, Letter of Credit required.

COMMITTEE

Table with 4 columns: Name, Present, Yes, No, Unanimous. Lists committee members and their voting status.

ATTEST:

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

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Project Engineer  
**Date:** December 1, 2021  
**Re:** Improvement District No. BR-22-A0 – Change Order #2

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## Background:

Improvement District No. BR-22-A0 is the Engineering Services Contract with Apex Engineering Group (Apex) to complete all work items required by NDDOT and FHWA so Federal Funds can be used to reconstruct 32<sup>nd</sup> Avenue South between 32<sup>nd</sup> Street and the Red River. An RFP was issued and the selection of Apex was approved May 18, 2020 by the City Commission. Apex was asked to complete three work items that were not included in the original scope of work outlined in the initial RFP.

The following is a list of the key design changes / modifications that we have completed at the City's direction:

1. H & H expanded from our initial estimate to include additional inlets and manholes to design.
2. Sanitary Sewer lining expanded to include new manholes to coordinate and design, so we can pump out of them.
3. Changing the model to include a westbound right turn lane at 25<sup>th</sup> Street after the model had been completed took extra time.
4. Changing the model to modify the intersection of 27<sup>th</sup> Street after the model had been completed took extra time.
5. Adding the intersection modifications to 32<sup>nd</sup> Street South.
6. Modifying the signal at 32<sup>nd</sup> Street South.
7. Modifying right of way exhibits, several times to work with businesses / landowners.
8. Compressed Plan Preparation Schedule - the schedule became slightly compressed when the City Commission asked for additional time to finalize the preferred build alternative. A compressed schedule can lead to some unavoidable rework. Engineers and technicians need to work on multiply sections concurrently instead of consecutively to meet a compressed schedule, therefore any design changes impact multiple sections and the plans take longer to update.

Apex has re-evaluated their original project scope and fees for all three phases of the project (Prelim/Environmental, Design & Construction) and is asking to allocate \$114,790 of the phase 3 (Construction Admin) estimated fee to phase 2 (design).

In addition, during the design phase more public relations assistance was required to satisfy the projects needs, so Apex is asking to allocate all the estimated fees at a total of \$126,000 for public relations (that is located in the construction phase 3 currently) to the phase 2 (design).

Change Order # 2 will reallocate \$240,790 from the Construction Admin Phase 3 to the Design Phase 2.

In conclusion, this will reallocated the funds as follows:

The Preliminary Design / Environmental phase 1 cost is \$232,450.  
This would bring the Design phase 2 budget to \$595,682.  
This would bring the Construction Engineering phase 3 budget to \$850,000.  
This would not change the estimated total fee from the originally submitted cost of \$1,678,123 in the original project proposal.

The estimated construction cost is \$11,591,581.20 making the total outside engineering for design 5.14% of the estimated construction cost

**Recommended Motion:**

Approve the reallocation of \$240,790 from Phase 3 to Phase 2.

JTL/kib  
Attachments



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

<b>Improvement District No</b>	BR-22-A0	<b>Change Order No</b>	2
<b>Project Name</b>	Consultant Services	<b>For</b>	Apex Engineering Group Inc
<b>Date Entered</b>	12/1/2021		

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 herein after described.

**EXPLANATION OF CHANGE: Change Order #2**

The following is a list of the key design changes / modifications that we have completed at the City's direction:

1. H & H expanded from our initial estimate to include additional inlets and manholes to design.
2. Sanitary Sewer lining expanded to include new manholes to coordinate and design, so we can pump out of them.
3. Changing the model to include a westbound right turn lane at 25th after the model had been completed took extra time.
4. Changing the model to modify the intersection of 27th Street after the model had been completed took extra time.
5. Adding the intersection modifications to 32nd Street South.
6. Modifying the signal at 32nd Street South.
7. Modifying right of way exhibits, several times to work with businesses / landowners.
8. Compressed Plan Preparation Schedule - the schedule become slightly compressed when the City Commission asked for additional time to finalize the preferred build alternative. A compressed schedule can lead to some unavoidable rework. Engineers and technicians need to work on multiply sections concurrently instead of consecutively to meet a compressed schedule, therefore any design changes impact multiple sections and the plans take longer to update.

Apex has re-evaluated their original project scope and fees for all three phases of the project (Prelim/Environmental, Design & Construction) and is asking to allocate \$114,790 of the phase 3 (Construction Admin) estimated fee to phase 2 (design).

In addition, during the design phase more public relations assistance was required to satisfy the projects needs so Apex is asking to allocate all the estimated fee at a total of \$126,000 for public relations (that is located in the construction phase 3 currently) to the phase 2 (design).

This Change Order # 2 will reallocate \$240,790 from the Construction Admin phase to the Design phase.

In conclusion this will reallocated the funds as follows:

This would bring the Preliminary/Design phase budget to \$828,132.  
This would bring the Construction Engineering budget to \$850,000.

This would not change the estimated total fee of from the originally submitted cost of \$1,678,123 in the original project proposal.

Apex is confident that the Construction Admin budget of \$850,000 is sufficient to complete the construction phase of this project.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Consultant Plan Design Services	2	Design	EA	283,866.00	71,026.00	354,892.00	595,682.00	1.00	240,790.00
								<b>Consultant Plan Design Services Sub Total (\$)</b>	<b>240,790.00</b>

**Summary**





CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT


Source Of Funding	Special Assessments
Net Amount Change Order # 2 (\$)	240,790.00
Previous Change Orders (\$)	71,026.00
Original Contract Amount (\$)	516,316.00
Total Contract Amount (\$)	828,132.00

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


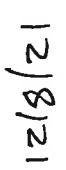
**CONTRACT TIME**

<b>Current Substantial Completion Date</b>	12/31/2020	<b>Current Final Completion Date</b>		<b>Additional Days Substantial Completion</b>	0.00	<b>Additional Days Final Completion</b>	0.00	<b>New Substantial Completion Date</b>	12/31/2020	<b>New Final Completion Date</b>	
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Description

APPROVED   
 For Contractor  
 Apex Engineering Group  
 Title Vice President

APPROVED DATE

Department Head   
 Mayor  12/8/21  
 Attest

37

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-21-G1 Type: Final Balancing Change Order #2

Location: 27th St S, 28th St S, 65th Ave S & 67th Ave S Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	12/13/2021
PWPEC File	X
Project File	Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, for Final Balancing Change Order #2 in the amount of \$23,031.31, 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 \$23,031.31, bringing the total contract amount to \$1,852,791.23.

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

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$23,031.31, bringing the total contract amount to \$1,852,791.23 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Cass Rural WUD 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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, 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:** Jason Satterlund, Project Manager  
**Date:** November, 22, 2021  
**Re:** Improvement District No. BN-21-G1 – Change Order #2 (Final Balancing Change Order)

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### Background:

Attached is the Final Balancing Change Order in the amount of \$23,031.31. 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:	\$ 1,826,428.88
Change Order #1	\$ 3,331.04
Change Order #2 (FBCO)	<u>\$ 23,031.31</u>
Total Contract:	\$ 1,852,791.23

### Recommended Motion:

Approve Change Order #2 (Final Balancing Change Order) in the amount of \$23,031.31 to Dakota Underground Co., Inc.

Attachment  
C: Tom Knakmuhs



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Improvement District No	BN-21-G1	Change Order No	2
Project Name	New Paving and Utility Construction		
Date Entered	11/19/2021	For	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:** Final Balancing

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

Section	Line No	Item Description	Unit	Orig Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	1	Seeding Type C	SY	51,500.00	0.00	51,500.00	-38,665.41	12,834.59	0.33	-12,759.59
	2	Mulching Type 2 - Straw	SY	51,500.00	0.00	51,500.00	-15,420.35	36,079.65	0.10	-1,542.04
	4	Inlet Protection - New Inlet	EA	26.00	0.00	26.00	1.00	27.00	250.00	250.00
	6	Temp Construction Entrance	EA	3.00	0.00	3.00	-1.00	2.00	1,000.00	-1,000.00
								<b>Miscellaneous Sub Total (\$)</b>		<b>-15,051.62</b>
Sanitary Sewer	7	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	463.00	0.00	463.00	-463.00	0.00	0.01	-4.63
	10	F&I Pipe SDR 26 - 6" Dia PVC	LF	3,150.00	0.00	3,150.00	-30.00	3,120.00	22.00	-660.00
								<b>Sanitary Sewer Sub Total (\$)</b>		<b>-664.63</b>
Cass Rural Water	15	F&I Hydrant	EA	6.00	0.00	6.00	1.00	7.00	4,900.00	4,900.00
	16	F&I Fittings Ductile Iron	LB	1,578.00	0.00	1,578.00	53.00	1,631.00	7.35	389.55
	17	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	52.00	0.00	52.00	5.00	57.00	31.00	155.00
	18	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	2,382.00	0.00	2,382.00	-1.00	2,381.00	32.00	-32.00
	19	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,123.00	0.00	1,123.00	7.00	1,130.00	56.00	392.00
	20	F&I Gate Valve 6" Dia	EA	6.00	0.00	6.00	1.00	7.00	1,300.00	1,300.00
								<b>Cass Rural Water Sub Total (\$)</b>		<b>7,104.55</b>
Paving	51	F&I Edge Drain 4" Dia PVC	LF	6,550.00	0.00	6,550.00	38.00	6,588.00	8.00	304.00
	52	F&I Curb & Gutter Mountable (Type I)	LF	6,550.00	0.00	6,550.00	38.00	6,588.00	17.50	665.00



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

	53	F&I Curb & Gutter Standard (Type II)	LF	86.00	0.00	86.00	-23.00	63.00	28.00	-644.00
Paving	54	F&I Sidewalk 4" Thick Reinf Conc	SY	510.00	0.00	510.00	14.00	524.00	45.00	630.00
	55	F&I Sidewalk 6" Thick Reinf Conc	SY	55.00	0.00	55.00	12.70	67.70	55.00	698.50
	56	F&I Shared Use Path 5" Thick Reinf Conc	SY	1,375.00	0.00	1,375.00	16.64	1,391.64	48.00	798.72
	57	F&I Shared Use Path 6" Thick Reinf Conc	SY	40.00	0.00	40.00	16.11	56.11	52.00	837.72
	58	F&I Det Warn Panels Cast Iron	SF	232.00	0.00	232.00	16.00	248.00	42.00	672.00
	59	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	3,733.00	0.00	3,733.00	294.81	4,027.81	61.50	18,130.82
	62	Casting to Grade - no Conc	EA	26.00	0.00	26.00	5.00	31.00	600.00	3,000.00
	63	GV Box to Grade - Blvd	EA	12.00	0.00	12.00	1.00	13.00	200.00	200.00
	66	Remove Curb & Gutter	LF	110.00	0.00	110.00	-11.00	99.00	10.00	-110.00
	67	Remove Sidewalk All Thicknesses All Types	SY	62.00	0.00	62.00	8.00	70.00	10.00	80.00
	68	Mulching Type 1 - Hydro	SY	11,100.00	0.00	11,100.00	18,506.14	29,606.14	0.45	8,327.76
	70	F&I Driveway 6" Thick Reinf Conc	SY	110.00	0.00	110.00	-28.56	81.44	65.00	-1,856.40
								<b>Paving Sub Total (\$)</b>		<b>31,734.12</b>
Signing	77	F&I Diamond Grade Cubed	SF	66.30	0.00	66.30	3.33	69.63	23.00	76.59
	78	F&I High Intensity Prismatic	SF	24.80	0.00	24.80	-2.30	22.50	19.00	-43.70
	79	F&I Sign Assembly	EA	10.00	0.00	10.00	2.00	12.00	63.00	126.00
	80	F&I Sign Assembly & Anchor	EA	10.00	0.00	10.00	-1.00	9.00	90.00	-90.00
	81	Relocate Sign Assembly	EA	2.00	0.00	2.00	-1.00	1.00	160.00	-160.00
								<b>Signing Sub Total (\$)</b>		<b>-91.11</b>
<b>Summary</b>										
<b>Source Of Funding</b>										
<b>Net Amount Change Order # 2 (\$)</b>										<b>23,031.31</b>
<b>Previous Change Orders (\$)</b>										<b>3,331.04</b>
<b>Original Contract Amount (\$)</b>										<b>1,826,428.88</b>
<b>Total Contract Amount (\$)</b>										<b>1,852,791.23</b>



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT


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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/03/2021		0.00	0.00	09/03/2021	

Description

APPROVED

  
 PROJECT MANAGER  
 PROJECT MANAGER

APPROVED DATE

Department Head  
  
 Mayor  
 12/7/21  
 Attest

38

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-21-J1 Type: Final Balancing Change Order #1

Location: Golden Valley 5th Addition Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/13/2021</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 #1 in the amount of \$13,950.82, 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 \$13,950.82, bringing the total contract amount to \$412,349.80.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #1 to Master Construction.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Final Balancing Change Order #1 in the amount of \$13,950.82, bringing the total contract amount to \$412,349.80 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Cass Rural WUD Funds & Special Assessments

	<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><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
Nicole Crutchfield, Director of Planning	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
Steve Dirksen, Fire Chief	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
Bruce Grubb, City Administrator	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
Ben Dow, Director of Operations	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
Steve Sprague, City Auditor	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
Brenda Derrig, City Engineer	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
Kent Costin, Finance Director	<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	

ATTEST:

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

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Will Bayuk, Project Manager  
**Date:** December 6, 2021  
**Re:** Improvement District No. BN-21-J1 – Change Order #1 (Final Balancing Change Order)

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**Background:**

Improvement District No. BN-21-J1 is for new construction of underground utilities, asphalt pavement, site grading, and incidentals on 69<sup>th</sup> Avenue South from Golden Valley Parkway South to 26<sup>th</sup> Street South.

Attached is the Final Balancing Change Order in the amount of \$13,950.82. 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:	\$	398,398.98
Change Order #1 (FBCO)	\$	<u>13,950.82</u>
Total Contract:	\$	412,349.80

**Recommended Motion:**

Approve Change Order #1 (Final Balancing Change Order) in the amount of \$13,950.82, which brings the total contract amount to \$412,349.80 to Master Construction.

Attachments





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

<b>Improvement District No</b>	BN-21-J1	<b>Change Order No</b>	1
<b>Project Name</b>	New Paving and Utility Construction		
<b>Date Entered</b>	12/1/2021	<b>For</b>	Master Construction Co Inc

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

**EXPLANATION OF CHANGE: Final Balancing Change Order #1**

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	1	Temp Fence - Safety	LS	150.00	0.00	150.00	-150.00	0.00	1.50	-225.00
Sanitary Sewer	7	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	483.00	0.00	483.00	-483.00	0.00	0.10	-48.30
	10	F&I Pipe SDR 26 - 6" Dia PVC	LF	602.00	0.00	602.00	22.50	624.50	25.00	562.50
	11	F&I Pipe SDR 26 - 8" Dia PVC	LF	350.00	0.00	350.00	-2.00	348.00	40.00	-80.00
								<b>Sanitary Sewer Sub Total (\$)</b>		<b>434.20</b>
Cass Rural Water Main	18	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	676.00	0.00	676.00	4.00	680.00	41.25	165.00
	19	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	5.00	0.00	5.00	9.00	14.00	100.00	900.00
								<b>Cass Rural Water Main Sub Total (\$)</b>		<b>1,065.00</b>
Paving	43	F&I Edge Drain 4" Dia PVC	LF	1,463.00	0.00	1,463.00	36.00	1,499.00	6.75	243.00
	44	F&I Curb & Gutter Mountable (Type I)	LF	1,463.00	0.00	1,463.00	36.00	1,499.00	15.50	558.00
	46	F&I Sidewalk 4" Thick Reinf Conc	SY	227.00	0.00	227.00	-6.50	220.50	44.00	-286.00
	47	F&I Sidewalk 6" Thick Reinf Conc	SY	14.00	0.00	14.00	9.69	23.69	46.00	445.74
	48	F&I Det Warn Panels Cast Iron	SF	112.00	0.00	112.00	-80.00	32.00	41.40	-3,312.00
	49	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	750.00	0.00	750.00	68.44	818.44	65.00	4,448.60
	51	Casting to Grade - Blvd	EA	2.00	0.00	2.00	2.00	4.00	190.00	380.00
	52	Casting to Grade - no Conc	EA	3.00	0.00	3.00	5.00	8.00	410.00	2,050.00



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

Paving	53	GV Box to Grade - no Conc	EA	1.00	0.00	1.00	3.00	4.00	220.00	660.00
	55	Mulching Type 1 - Hydro	SY	5,410.00	0.00	5,410.00	16,225.00	21,635.00	0.35	5,678.75
	56	Seeding Type C	SY	5,410.00	0.00	5,410.00	-1,028.00	4,382.00	0.40	-411.20
								<b>Paving Sub Total (\$)</b>		<b>10,454.89</b>
Signing	63	F&I Diamond Grade Cubed	SF	22.60	0.00	22.60	5.40	28.00	33.00	178.20
	64	F&I Pipe SDR 26 - 6" Dia PVC	LF	48.00	0.00	48.00	3.00	51.00	44.00	178.20
								<b>Signing Sub Total (\$)</b>		<b>132.00</b>
Redesign Removals	74	* Extra - Street Lighting	LS	0.00	0.00	0.00	1.00	1.00	1,911.53	132.00
								<b>Redesign Removals Sub Total (\$)</b>		<b>132.00</b>
Street Lighting								<b>Street Lighting Sub Total (\$)</b>		<b>1,911.53</b>
								<b>Grand Total (\$)</b>		<b>13,950.82</b>

\* NC Items

**Summary**

**Source Of Funding**

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

13,950.82  
0.00  
398,398.98  
412,349.80

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

**CONTRACT TIME**

Current Substantial Completion Date

Current Final Completion Date

Additional Days Substantial Completion

Additional Days Final Completion

New Substantial Completion Date

New Final Completion Date

08/21/2021

08/30/2021

0.00

0.00

08/21/2021

08/30/2021

**Description**

**APPROVED**

**APPROVED DATE**

For Contractor

Department Head

12/17/21



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Title PROJECT MANAGER

Mayor

Attest

39

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-21-A1 Type: Final Balancing Change Order #2

Location: 7th Ave N, Univ. Dr. to Bdwy & 11th St N, 6th Ave to 7th Ave Date of Hearing: 12/6/2021

Routing	Date
City Commission	12/13/2021
PWPEC File	X
Project File	Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, for Final Balancing Change Order #2 in the amount of \$32,313.43, 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 \$32,313.43, bringing the total contract amount to \$3,566,446.50.

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

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$32,313.43, bringing the total contract amount to \$3,566,446.50 to Northern Improvement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: State, Utility Funds & 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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, 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:** Rick Larson, Project Manager  
**Date:** December 1, 2021  
**Re:** Improvement District No. BR-21-A1 – Final Balancing Change Order #2

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**Background:**

Attached is the Final Balancing Change Order #2 in the amount of \$32,313.43. 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.

In addition, the Contractor opened the road 19 days ahead of schedule, which qualified them for an incentive payment of \$66,500 (previously approved for this project). The incentive was not included in the contract and adjusts the final payment as follows:

Original Contract:	\$ 3,516,249.36
Change Order #1	\$ 17,883.71
FBCO #2:	\$ 32,313.43
Incentive:	<u>\$ 66,500.00</u>
Total Contract w/Incentive:	\$ 3,632,946.50

**Recommended Motion:**

Approve the Final Balancing Change Order #2 in the amount of \$32,313.43 to Northern Improvement.

RJL/klb

Attachment  
C: Tom Knakmuhs



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

Improvement District No	BR-21-A1	Change Order No	2
Project Name	Water Main Replacement, Street Reconstruction & Incidentals		
Date Entered	11/30/2021	For	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:** Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	2	Remove Pipe All Sizes All Types	LF	125.00	0.00	125.00	3.50	128.50	16.00	56.00
	4	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	1,070.00	0.00	1,070.00	-126.80	943.20	69.00	-8,749.20
	5	Bore Pipe SDR 26 - 6" Dia PVC	LF	265.00	0.00	265.00	-265.00	0.00	62.00	-16,430.00
	6	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	125.00	0.00	125.00	3.50	128.50	84.00	294.00
	7	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	40.00	0.00	40.00	-31.40	8.60	55.00	-1,727.00
	8	Connect Sewer Service	EA	45.00	0.00	45.00	-4.00	41.00	1,260.00	-5,040.00
	9	Repair Pipe w/GB 12" Dia	EA	3.00	0.00	3.00	2.00	5.00	7,875.00	15,750.00
	<b>Sanitary Sewer Sub Total (\$)</b>									
									2,277.30	10.50
Water Main Replacement	12	Remove Pipe All Sizes All Types	LF	2,284.00	0.00	2,284.00	-6.70	2,277.30	68.00	-2,271.20
	13	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	115.00	0.00	115.00	-33.40	81.60	84.00	-873.60
	14	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	320.00	0.00	320.00	-10.40	309.60	89.00	996.80
	15	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	181.00	0.00	181.00	11.20	192.20	99.00	-4,633.20
	16	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	660.00	0.00	660.00	-46.80	613.20	99.00	3,034.08
	17	F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	1,841.00	0.00	1,841.00	25.80	1,866.80	117.60	1,173.34
	19	F&I Fittings C153 Ductile Iron	LB	5,635.00	0.00	5,635.00	203.00	5,838.00	5.78	-1,470.00
	20	F&I Gate Valve 6" Dia	EA	9.00	0.00	9.00	-1.00	8.00	1,470.00	



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

25	Water Main Replacement	Furnish Temp Water Svc	EA	48.00	0.00	48.00	-8.00	40.00	1,050.00	-8,400.00
26		F&I Pipe w/GB 1" Dia Water Service	LF	909.00	0.00	909.00	-23.00	886.00	46.00	-1,058.00
27		F&I Pipe w/GB 1.25" Dia Water Service	LF	109.00	0.00	109.00	1.70	110.70	49.50	84.15
28		F&I Pipe w/GB 1.5" Dia Water Service	LF	141.00	0.00	141.00	-12.40	128.60	52.00	-644.80
29		F&I Pipe w/GB 2" Dia Water Service	LF	43.00	0.00	43.00	-7.60	35.40	58.00	-440.80
30		Rem & Repl CS & Box 1" Dia	EA	39.00	0.00	39.00	-8.00	31.00	990.00	-7,920.00
32		Rem & Repl CS & Box 1.5" Dia	EA	5.00	0.00	5.00	-1.00	4.00	1,100.00	-1,100.00
34		Bore Pipe 1" Dia Water Service	LF	200.00	0.00	200.00	-200.00	0.00	35.00	-7,000.00
35		F&I Pipe 2" Dia Water Service	LF	141.00	0.00	141.00	7.00	148.00	42.00	294.00
36		Connect Water Service	EA	48.00	0.00	48.00	-9.00	39.00	785.00	-7,065.00
37		Eliminate Water Service	EA	10.00	0.00	10.00	-3.00	7.00	2,040.00	-6,120.00
38		F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	0.00	100.00	-100.00	0.00	5.25	-525.00
39		F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	100.00	0.00	100.00	-100.00	0.00	5.25	-525.00
169		* Extra-Hyd Ext	LS	0.00	0.00	0.00	1.00	1.00	444.33	444.33
<b>Water Main Replacement Sub Total (\$)</b>										
									1,050.00	1,050.00
41	Storm Sewer	Remove Manhole	EA	6.00	0.00	6.00	1.00	7.00	1,050.00	1,050.00
42		Remove Inlet	EA	17.00	0.00	17.00	1.00	18.00	265.00	265.00
43		Remove Pipe All Sizes All Types	LF	460.00	24.00	484.00	44.40	528.40	10.50	466.20
51		Connect Pipe to Exist Structure	EA	11.00	0.00	11.00	-1.00	10.00	785.00	-785.00
52		Connect Pipe to Exist Pipe	EA	7.00	2.00	9.00	5.00	14.00	315.00	1,575.00
53		F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	490.00	0.00	490.00	57.00	547.00	66.00	3,876.00
54		F&I Pipe w/GB 15" Dia Reinf Conc	LF	8.00	0.00	8.00	0.30	8.30	79.00	23.70
55		F&I Pipe w/GB 18" Dia Reinf Conc	LF	8.00	0.00	8.00	3.20	11.20	90.00	288.00
56		F&I Pipe w/GB 24" Dia Reinf Conc	LF	8.00	0.00	8.00	5.50	13.50	100.00	550.00
57		F&I Crossing Chamber 4' Dia Reinf Conc	EA	1.00	0.00	1.00	-1.00	0.00	2,930.00	-2,930.00



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

Storm Sewer	170	* Extra - Rem Crossing Chamber	LS	0.00	0.00	0.00	0.00	1.00	1.00	Storm Sewer Sub Total (\$)	5,009.59	5,009.59
<b>Paving</b>	59	Remove Curb & Gutter	LF	5,445.00	0.00	0.00	5,445.00	0.10	5,445.10	5.50	9,388.49	0.55
	60	Remove Pavement All Thicknesses All Types	SY	10,485.00	0.00	0.00	10,485.00	118.91	10,603.91	13.00	1,545.83	
	61	Remove Sidewalk All Thicknesses All Types	SY	2,465.00	0.00	0.00	2,465.00	-64.08	2,400.92	12.50	-801.00	
	62	Remove Driveway All Thicknesses All Types	SY	1,095.00	0.00	0.00	1,095.00	-50.74	1,044.26	12.50	-634.25	
	63	Subgrade Preparation	SY	12,355.00	0.00	0.00	12,355.00	128.65	12,483.65	8.00	1,029.20	
	64	F&I Woven Geotextile	SY	12,355.00	0.00	0.00	12,355.00	128.65	12,483.65	1.85	238.00	
	65	F&I Edge Drain 4" Dia PVC	LF	5,475.00	0.00	0.00	5,475.00	-443.30	5,031.70	9.00	-3,989.70	
	66	F&I Class 5 Agg - 8" Thick	SY	965.00	0.00	0.00	965.00	80.57	1,045.57	16.00	1,289.12	
	67	F&I Class 5 Agg - 12" Thick	SY	11,390.00	0.00	0.00	11,390.00	48.08	11,438.08	17.15	824.57	
	68	F&I Curb & Gutter Standard (Type II)	LF	5,455.00	0.00	0.00	5,455.00	3.70	5,458.70	28.00	103.60	
	69	F&I Pavement 9" Thick Doweled Conc	SY	9,475.00	0.00	0.00	9,475.00	56.96	9,531.96	88.90	5,063.74	
	70	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	331.50	0.00	0.00	331.50	72.59	404.09	135.00	9,799.65	
	71	F&I Sidewalk 4" Thick Reinf Conc	SY	2,818.00	0.00	0.00	2,818.00	-163.35	2,654.65	45.00	-7,350.75	
	72	F&I Sidewalk 6" Thick Reinf Conc	SY	171.00	0.00	0.00	171.00	-1.70	169.30	51.00	-86.70	
	73	F&I Det Warn Panels Cast Iron	SF	431.00	0.00	0.00	431.00	24.80	455.80	44.00	1,091.20	
	74	F&I Impressioned 6" Thick Reinf Conc	SY	105.00	0.00	0.00	105.00	28.22	133.22	106.00	2,991.32	
	75	F&I Driveway 6" Thick Reinf Conc	SY	1,070.00	0.00	0.00	1,070.00	58.37	1,128.37	54.50	3,181.17	
	76	Boulevard Grading	SY	5,200.00	0.00	0.00	5,200.00	616.29	5,816.29	6.00	3,697.74	
	77	Seeding Type C	SY	5,200.00	0.00	0.00	5,200.00	616.29	5,816.29	1.65	1,016.88	
	78	Mulching Type 1 - Hydro	SY	5,200.00	0.00	0.00	5,200.00	616.29	5,816.29	0.35	215.70	
	79	Weed Control Type B	SY	5,200.00	0.00	0.00	5,200.00	-5,200.00	0.00	0.09	-468.00	
	81	Inlet Protection - Existing Inlet	EA	56.00	0.00	0.00	56.00	-1.00	55.00	195.00	-195.00	
	82	Inlet Protection - New Inlet	EA	20.00	0.00	0.00	20.00	-3.00	17.00	195.00	-585.00	
	83	Castling to Grade - w/Conc	EA	39.00	0.00	0.00	39.00	2.00	41.00	875.00	1,750.00	





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

Item #	Description	EA	1.00	0.00	0.00	1.00	-1.00	0.00	560.00	-560.00
85	Casting to Grade - no Conc	EA	1.00	0.00	0.00	1.00	-1.00	0.00	560.00	-560.00
86	GV Box to Grade - w/Conc	EA	9.00	0.00	0.00	9.00	1.00	10.00	365.00	365.00
87	GV Box to Grade - Blvd	EA	6.00	0.00	0.00	6.00	-1.00	5.00	365.00	-365.00
88	GV Box to Grade - no Conc	EA	7.00	0.00	0.00	7.00	-1.00	6.00	75.00	-75.00
89	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	0.00	0.00	1.00	-1.00	0.00	2,205.00	-2,205.00
90	Rem & Repl Casting - Floating Manhole	EA	9.00	0.00	0.00	9.00	-2.00	7.00	1,365.00	-2,730.00
91	Rem & Repl Casting - Self Leveling	EA	1.00	0.00	0.00	1.00	-1.00	0.00	1,460.00	-1,460.00
92	Rem & Repl Casting - Std Manhole	EA	2.00	0.00	0.00	2.00	4.00	6.00	575.00	2,300.00
95	Remove Tree	EA	2.00	0.00	0.00	2.00	4.00	6.00	1,000.00	4,000.00
171	* Extra-Remove 5' high chain link fence at 1121 7 Ave N	LS	0.00	0.00	0.00	0.00	1.00	1.00	836.00	836.00
172	* Extra-Additional Cost to Remove Tree Next to Power Lines	LS	0.00	0.00	0.00	0.00	1.00	1.00	605.00	605.00
<b>Paving Sub Total (\$)</b>										
<b>20,438.87</b>										
97	Remove Pavement All Thicknesses All Types	SY	253.00	0.00	0.00	253.00	63.47	316.47	12.50	793.38
98	Remove Curb & Gutter	LF	30.00	0.00	0.00	30.00	56.80	86.80	8.50	482.80
99	Remove Driveway All Thicknesses All Types	SY	27.00	0.00	0.00	27.00	2.71	29.71	12.50	33.88
101	F&I Pipe w/GB SDR 26 - 4" Dia PVC	LF	36.00	0.00	0.00	36.00	2.00	38.00	79.00	158.00
102	F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	152.00	0.00	0.00	152.00	12.40	164.40	116.00	1,438.40
103	F&I Pipe w/GB C900 DR 18 - 20" Dia PVC	LF	42.00	0.00	0.00	42.00	-3.60	38.40	210.00	-756.00
105	F&I Fittings C153 Ductile Iron	LB	693.00	0.00	0.00	693.00	78.00	771.00	10.50	819.00
107	F&I Curb & Gutter Standard (Type II)	LF	30.00	0.00	0.00	30.00	56.80	86.80	35.00	1,988.00
108	F&I Driveway 7" Thick Reinf Conc	SY	27.00	0.00	0.00	27.00	2.71	29.71	57.75	156.50
109	F&I Woven Geotextile	SY	264.00	0.00	0.00	264.00	73.52	337.52	2.00	147.04
110	F&I Class 5 Agg - 8" Thick	SY	264.00	0.00	0.00	264.00	73.52	337.52	16.00	1,176.32
111	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	126.50	0.00	0.00	126.50	64.82	191.32	135.00	8,750.70
<b>11th St Tower Stub Sub Total (\$)</b>										
<b>15,188.01</b>										



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

Street Lighting	117	Remove Base	EA	1.00	0.00	1.00	1.00	2.00	525.00	525.00
	118	F&I Conductor #6 USE Cu	LF	1,746.00	0.00	1,746.00	642.00	2,388.00	2.10	1,348.20
	119	F&I Innerduct 1.5" Dia	LF	587.00	0.00	587.00	36.00	623.00	7.35	264.60
										<b>Street Lighting Sub Total (\$)</b>
										2,137.80
Traffic Signals	128	F&I Pull Box PVC	EA	3.00	0.00	3.00	-1.00	2.00	840.00	-840.00
	138	F&I Detection Preformed Loop	EA	7.00	0.00	7.00	9.00	16.00	1,890.00	17,010.00
	173	* Extra Fiber Splices at Univ and 7th Ave N to the Traffic Signal Cabinet.	LS	0.00	0.00	0.00	1.00	1.00	550.00	550.00
										<b>Traffic Signals Sub Total (\$)</b>
										16,720.00
Pavement Markings	158	F&I Grooved Contrast Film 11" Wide	LF	300.00	0.00	300.00	98.00	398.00	19.75	1,935.50
	159	F&I Grooved Contrast Film 7" Wide	LF	1,315.00	0.00	1,315.00	987.00	2,302.00	12.85	12,682.95
	161	F&I Grooved Plastic Film 8" Wide	LF	45.00	0.00	45.00	-17.00	28.00	11.55	-196.35
	162	F&I Methacrylate 16" Wide	LF	22.00	0.00	22.00	83.00	105.00	45.15	3,747.45
	163	F&I Methacrylate 24" Wide	LF	54.00	0.00	54.00	167.00	221.00	62.00	10,354.00
	164	Paint Epoxy Message	SF	72.00	0.00	72.00	-45.50	26.50	26.25	-1,194.38
										<b>Pavement Markings Sub Total (\$)</b>
										27,329.18
Signage	165	F&I High Intensity Prismatic	SF	77.70	0.00	77.70	-0.70	77.00	23.10	-16.17
	167	F&I Sign Assembly & Anchor	EA	37.00	0.00	37.00	-2.00	35.00	174.30	-348.60
	168	F&I Sign Assembly	EA	15.00	0.00	15.00	4.00	19.00	98.70	394.80
	178	* signal std/mast arm signs	LS	0.00	0.00	0.00	1.00	1.00	1,017.50	1,017.50
										<b>Signage Sub Total (\$)</b>
										1,047.53
										<b>Grand Total (\$)</b>
										32,313.43

\* NC Items

**Summary**

**Source Of Funding**

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

**Previous Change Orders (\$)**

**Original Contract Amount (\$)**

32,313.43  
17,863.71  
3,516,249.36



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Total Contract Amount (\$) 3,566,446.50

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/25/2021	10/25/2021	0.00	0.00	09/25/2021	10/25/2021

Description

APPROVED

For Contractor

Title

V.I.E. President

APPROVED DATE

Department Head

Mayor

12/7/21

Attest



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

**Improvement District No.** BR-21-A1  
**Project Name** Water Main Replacement, Street Reconstruction & Incidentals  
**Type** Utilities and Paving Repl/Rehab  
**Description** 7th Ave. N. from University Drive to Broadway.  
 11th St. N. from 6th Ave. to 7th Ave.  
**Pay Estimate Number** 10 - FINAL  
**From Date** 10/29/2021 **To Date** 11/30/2021

The Honorable Board of City Commissioners  
 Dear Commissioners,

Be advised that Northern Improvement Co has performed the work to date shown on this statement

Contract	Sanitary Sewer	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
					Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
1	Remove Manhole	EA	4.00	1,155.00	4.00	4,620.00	0.00	0.00	4.00	4,620.00	100.00
2	Remove Pipe All Sizes All Types	LF	125.00	16.00	128.50	2,056.00	0.00	0.00	128.50	2,056.00	102.80
3	F&I Manhole 4' Dia Reinf Conc	EA	3.00	7,350.00	3.00	22,050.00	0.00	0.00	3.00	22,050.00	100.00
4	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	1,070.00	69.00	943.20	65,080.80	0.00	0.00	943.20	65,080.80	88.15
5	Bore Pipe SDR 26 - 6" Dia PVC	LF	265.00	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	125.00	84.00	128.50	10,794.00	0.00	0.00	128.50	10,794.00	102.80
7	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	40.00	55.00	8.60	473.00	0.00	0.00	8.60	473.00	21.50
8	Connect Sewer Service	EA	45.00	1,260.00	41.00	51,660.00	0.00	0.00	41.00	51,660.00	91.11
9	Repair Pipe w/GB 12" Dia	EA	3.00	7,875.00	5.00	39,375.00	0.00	0.00	5.00	39,375.00	166.67*
10	Eliminate Sewer Service	EA	2.00	3,885.00	2.00	7,770.00	0.00	0.00	2.00	7,770.00	100.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
11 Clean Pipe All Sizes All Types	LF	1,972.00	3.15	1,972.00	6,211.80	0.00	0.00	1,972.00	6,211.80	100.00
<b>Sanitary Sewer Sub Total</b>					<b>210,090.60</b>		<b>0.00</b>		<b>210,090.60</b>	
<b>Water Main Replacement</b>										
12 Remove Pipe All Sizes All Types	LF	2,284.00	10.50	2,277.30	23,911.65	0.00	0.00	2,277.30	23,911.65	99.71
13 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	115.00	68.00	81.60	5,548.80	0.00	0.00	81.60	5,548.80	70.96
14 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	320.00	84.00	309.60	26,006.40	0.00	0.00	309.60	26,006.40	96.75
15 F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	181.00	89.00	192.20	17,105.80	0.00	0.00	192.20	17,105.80	106.19
16 F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	660.00	99.00	613.20	60,706.80	0.00	0.00	613.20	60,706.80	92.91
17 F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	1,841.00	117.60	1,866.80	219,535.68	0.00	0.00	1,866.80	219,535.68	101.40
18 F&I Hydrant	EA	5.00	5,092.50	5.00	25,462.50	0.00	0.00	5.00	25,462.50	100.00
19 F&I Fittings C153 Ductile Iron	LB	5,635.00	5.78	5,838.00	33,743.64	0.00	0.00	5,838.00	33,743.64	103.60
20 F&I Gate Valve 6" Dia	EA	9.00	1,470.00	8.00	11,760.00	0.00	0.00	8.00	11,760.00	88.89
21 F&I Gate Valve 8" Dia	EA	2.00	2,021.25	2.00	4,042.50	0.00	0.00	2.00	4,042.50	100.00
22 F&I Gate Valve 10" Dia	EA	2.00	3,118.50	2.00	6,237.00	0.00	0.00	2.00	6,237.00	100.00
23 F&I Gate Valve 12" Dia	EA	3.00	6,825.00	3.00	20,475.00	0.00	0.00	3.00	20,475.00	100.00
24 F&I Gate Valve 16" Dia	EA	4.00	13,755.00	4.00	55,020.00	0.00	0.00	4.00	55,020.00	100.00
25 Furnish Temp Water Svc	EA	48.00	1,050.00	40.00	42,000.00	0.00	0.00	40.00	42,000.00	83.33
26 F&I Pipe w/GB 1" Dia Water Service	LF	909.00	46.00	886.00	40,756.00	0.00	0.00	886.00	40,756.00	97.47



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
27 F&I Pipe w/GB 1.25" Dia Water Service	LF	109.00	49.50	110.70	5,479.65	0.00	0.00	110.70	5,479.65	101.56
28 F&I Pipe w/GB 1.5" Dia Water Service	LF	141.00	52.00	128.60	6,687.20	0.00	0.00	128.60	6,687.20	91.21
29 F&I Pipe w/GB 2" Dia Water Service	LF	43.00	58.00	35.40	2,053.20	0.00	0.00	35.40	2,053.20	82.33
30 Rem & Repl CS & Box 1" Dia	EA	39.00	990.00	31.00	30,690.00	0.00	0.00	31.00	30,690.00	79.49
31 Rem & Repl CS & Box 1.25" Dia	EA	3.00	1,040.00	3.00	3,120.00	0.00	0.00	3.00	3,120.00	100.00
32 Rem & Repl CS & Box 1.5" Dia	EA	5.00	1,100.00	4.00	4,400.00	0.00	0.00	4.00	4,400.00	80.00
33 Rem & Repl CS & Box 2" Dia	EA	2.00	1,155.00	2.00	2,310.00	0.00	0.00	2.00	2,310.00	100.00
34 Bore Pipe 1" Dia Water Service	LF	200.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35 F&I Pipe 2" Dia Water Service	LF	141.00	42.00	148.00	6,216.00	0.00	0.00	148.00	6,216.00	104.96
36 Connect Water Service	EA	48.00	785.00	39.00	30,615.00	0.00	0.00	39.00	30,615.00	81.25
37 Eliminate Water Service	EA	10.00	2,040.00	7.00	14,280.00	0.00	0.00	7.00	14,280.00	70.00
38 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	5.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	100.00	5.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40 Plug Pipe 10" Dia	EA	1.00	525.00	1.00	525.00	0.00	0.00	1.00	525.00	100.00
169 Extra-Hyd Ext	LS	1.00	444.33	1.00	444.33	0.00	0.00	1.00	444.33	100.00
<b>Water Main Replacement Sub Total</b>					<b>699,132.15</b>		<b>0.00</b>		<b>699,132.15</b>	
<b>Storm Sewer</b>										
41 Remove Manhole	EA	6.00	1,050.00	7.00	7,350.00	0.00	0.00	7.00	7,350.00	116.67*
42 Remove Inlet	EA	17.00	265.00	18.00	4,770.00	0.00	0.00	18.00	4,770.00	105.88
43 Remove Pipe All Sizes All Types	LF	484.00	10.50	504.40	5,296.20	24.00	252.00	528.40	5,548.20	109.17



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity		Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
44 F&I Inlet - Round (RDI) Reinf Conc	EA	4.00	1,890.00	4.00	7,560.00	0.00	0.00	4.00	7,560.00	100.00
45 F&I Inlet - Single Box (SBI) Reinf Conc	EA	15.00	2,470.00	15.00	37,050.00	0.00	0.00	15.00	37,050.00	100.00
46 F&I Inlet - Manhole (MH) 4' Dia Reinf Conc	EA	1.00	3,990.00	1.00	3,990.00	0.00	0.00	1.00	3,990.00	100.00
47 F&I Manhole 4' Dia Reinf Conc	EA	1.00	4,620.00	1.00	4,620.00	0.00	0.00	1.00	4,620.00	100.00
48 F&I Manhole 8' Dia Reinf Conc	EA	1.00	7,674.99	1.00	7,674.99	0.00	0.00	1.00	7,674.99	100.00
49 Modify Manhole	EA	1.00	4,620.00	1.00	4,620.00	0.00	0.00	1.00	4,620.00	100.00
50 Repair Manhole	EA	4.00	3,045.00	4.00	12,180.00	0.00	0.00	4.00	12,180.00	100.00
51 Connect Pipe to Exist Structure	EA	11.00	785.00	10.00	7,850.00	0.00	0.00	10.00	7,850.00	90.91
52 Connect Pipe to Exist Pipe	EA	9.00	315.00	12.00	3,780.00	2.00	630.00	14.00	4,410.00	155.56*
53 F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	490.00	68.00	547.00	37,196.00	0.00	0.00	547.00	37,196.00	111.63*
54 F&I Pipe w/GB 15" Dia Reinf Conc	LF	8.00	79.00	8.30	655.70	0.00	0.00	8.30	655.70	103.75
55 F&I Pipe w/GB 18" Dia Reinf Conc	LF	8.00	90.00	11.20	1,008.00	0.00	0.00	11.20	1,008.00	140.00*
56 F&I Pipe w/GB 24" Dia Reinf Conc	LF	8.00	100.00	13.50	1,350.00	0.00	0.00	13.50	1,350.00	168.75*
57 F&I Crossing Chamber 4' Dia Reinf Conc	EA	1.00	2,930.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170 Extra - Rem Crossing Chamber	LS	1.00	5,009.59	1.00	5,009.59	0.00	0.00	1.00	5,009.59	100.00
174 Extra - StormSewers	LS	1.00	5,393.25	0.00	0.00	1.00	5,393.25	1.00	5,393.25	100.00
175 F&I Pipe w/GB 30" Dia Reinf Conc	LF	24.00	115.14	0.00	0.00	24.00	2,763.36	24.00	2,763.36	100.00
<b>Paving</b>				<b>Storm Sewer Sub Total</b>	<b>151,960.48</b>		<b>9,038.61</b>		<b>160,999.09</b>	
58 Traffic Control - Type 2	LS	1.00	56,000.00	1.00	56,000.00	0.00	0.00	1.00	56,000.00	100.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
59 Remove Curb & Gutter	LF	5,445.00	5.50	5,445.10	29,948.05	0.00	0.00	5,445.10	29,948.05	100.00
60 Remove Pavement All Thicknesses All Types	SY	10,485.00	13.00	10,603.91	137,850.83	0.00	0.00	10,603.91	137,850.83	101.13
61 Remove Sidewalk All Thicknesses All Types	SY	2,465.00	12.50	2,400.92	30,011.50	0.00	0.00	2,400.92	30,011.50	97.40
62 Remove Driveway All Thicknesses All Types	SY	1,095.00	12.50	1,044.26	13,053.25	0.00	0.00	1,044.26	13,053.25	95.37
63 Subgrade Preparation	SY	12,355.00	8.00	12,483.65	99,869.20	0.00	0.00	12,483.65	99,869.20	101.04
64 F&I Woven Geotextile	SY	12,355.00	1.85	12,483.65	23,094.75	0.00	0.00	12,483.65	23,094.75	101.04
65 F&I Edge Drain 4" Dia PVC	LF	5,475.00	9.00	5,031.70	45,285.30	0.00	0.00	5,031.70	45,285.30	91.90
66 F&I Class 5 Agg - 8" Thick	SY	965.00	16.00	1,045.57	16,729.12	0.00	0.00	1,045.57	16,729.12	108.35
67 F&I Class 5 Agg - 12" Thick	SY	11,390.00	17.15	11,438.08	196,163.07	0.00	0.00	11,438.08	196,163.07	100.42
68 F&I Curb & Gutter Standard (Type II)	LF	5,455.00	28.00	5,458.70	152,843.60	0.00	0.00	5,458.70	152,843.60	100.07
69 F&I Pavement 9" Thick Doweled Conc	SY	9,475.00	88.90	9,531.96	847,391.24	0.00	0.00	9,531.96	847,391.24	100.60
70 F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	331.50	135.00	404.09	54,552.15	0.00	0.00	404.09	54,552.15	121.90*
71 F&I Sidewalk 4" Thick Reinf Conc	SY	2,818.00	45.00	2,654.65	119,459.25	0.00	0.00	2,654.65	119,459.25	94.20
72 F&I Sidewalk 6" Thick Reinf Conc	SY	171.00	51.00	169.30	8,634.30	0.00	0.00	169.30	8,634.30	99.01
73 F&I Det Warn Panels Cast Iron	SF	431.00	44.00	455.80	20,055.20	0.00	0.00	455.80	20,055.20	105.75
74 F&I Impressioned 6" Thick Reinf Conc	SY	105.00	106.00	133.22	14,121.32	0.00	0.00	133.22	14,121.32	126.88*
75 F&I Driveway 6" Thick Reinf Conc	SY	1,070.00	54.50	1,128.37	61,496.17	0.00	0.00	1,128.37	61,496.17	105.46
76 Boulevard Grading	SY	5,200.00	6.00	5,816.29	34,897.74	0.00	0.00	5,816.29	34,897.74	111.85*
77 Seeding Type C	SY	5,200.00	1.65	5,816.29	9,596.88	0.00	0.00	5,816.29	9,596.88	111.85*





**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date	Percentage	
				Quantity	Amount (\$)	Quantity	Amount (\$)			
78	Mulching Type 1 - Hydro SY	5,200.00	0.35	5,816.29	2,035.70	0.00	0.00	5,816.29	2,035.70	111.85*
79	Weed Control Type B SY	5,200.00	0.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00
80	Stormwater Management LS	1.00	10,000.00	1.00	10,000.00	0.00	0.00	1.00	10,000.00	100.00
81	Inlet Protection - Existing Inlet EA	56.00	195.00	55.00	10,725.00	0.00	0.00	55.00	10,725.00	98.21
82	Inlet Protection - New Inlet EA	20.00	195.00	17.00	3,315.00	0.00	0.00	17.00	3,315.00	85.00
83	Casting to Grade - w/Conc EA	39.00	875.00	41.00	35,875.00	0.00	0.00	41.00	35,875.00	105.13
84	Casting to Grade - Blvd EA	2.00	425.00	2.00	850.00	0.00	0.00	2.00	850.00	100.00
85	Casting to Grade - no Conc EA	1.00	560.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
86	GV Box to Grade - w/Conc EA	9.00	365.00	10.00	3,650.00	0.00	0.00	10.00	3,650.00	111.11*
87	GV Box to Grade - Blvd EA	6.00	365.00	5.00	1,825.00	0.00	0.00	5.00	1,825.00	83.33
88	GV Box to Grade - no Conc EA	7.00	75.00	6.00	450.00	0.00	0.00	6.00	450.00	85.71
89	F&I Flat MH Cover 8" Thick Reinf Conc EA	1.00	2,205.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
90	Rem & Repl Casting - Floating Manhole EA	9.00	1,365.00	7.00	9,555.00	0.00	0.00	7.00	9,555.00	77.78
91	Rem & Repl Casting - Self Leveling EA	1.00	1,460.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
92	Rem & Repl Casting - Std Manhole EA	2.00	575.00	6.00	3,450.00	0.00	0.00	6.00	3,450.00	300.00*
93	F&I Casting - Water Service EA	7.00	180.00	7.00	1,260.00	0.00	0.00	7.00	1,260.00	100.00
94	Temp Fence - Safety LS	1.00	10,500.00	1.00	10,500.00	0.00	0.00	1.00	10,500.00	100.00
95	Remove Tree EA	2.00	1,000.00	6.00	6,000.00	0.00	0.00	6.00	6,000.00	300.00*
96	F&I Decid Tree 2" Dia EA	20.00	565.00	20.00	11,300.00	0.00	0.00	20.00	11,300.00	100.00
171	Extra-Remove 5' high chain link fence at 1121 7 Ave N LS	1.00	836.00	1.00	836.00	0.00	0.00	1.00	836.00	100.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity		Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Amount (\$)		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
172 Extra-Additional Cost to Remove Tree Next to Power Lines	LS	1.00	605.00	1.00	605.00	0.00	0.00	1.00	605.00	100.00	
177 Extra - Landscaping/Trees	LS	1.00	5,605.60	0.00	0.00	1.00	5,605.60	1.00	5,605.60	100.00	
<b>11th St Tower Stub</b>				<b>Paving Sub Total</b>	<b>2,083,284.62</b>		<b>5,605.60</b>		<b>2,088,890.22</b>		
97 Remove Pavement All Thicknesses All Types	SY	253.00	12.50	316.47	3,955.88	0.00	0.00	316.47	3,955.88	125.09*	
98 Remove Curb & Gutter	LF	30.00	8.50	86.80	737.80	0.00	0.00	86.80	737.80	289.33*	
99 Remove Driveway All Thicknesses All Types	SY	27.00	12.50	29.71	371.38	0.00	0.00	29.71	371.38	110.04*	
100 Install Interior Drop	EA	1.00	5,355.00	1.00	5,355.00	0.00	0.00	1.00	5,355.00	100.00	
101 F&I Pipe w/GB SDR 26 - 4" Dia PVC	LF	36.00	79.00	38.00	3,002.00	0.00	0.00	38.00	3,002.00	105.56	
102 F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	152.00	116.00	164.40	19,070.40	0.00	0.00	164.40	19,070.40	108.16	
103 F&I Pipe w/GB C900 DR 18 - 20" Dia PVC	LF	42.00	210.00	38.40	8,064.00	0.00	0.00	38.40	8,064.00	91.43	
104 F&I Tapping Sleeve & Valve 10"x10"	EA	1.00	5,250.00	1.00	5,250.00	0.00	0.00	1.00	5,250.00	100.00	
105 F&I Fittings C153 Ductile Iron	LB	693.00	10.50	771.00	8,095.50	0.00	0.00	771.00	8,095.50	111.26*	
106 F&I Gate Valve 16" Dia	EA	1.00	15,750.00	1.00	15,750.00	0.00	0.00	1.00	15,750.00	100.00	
107 F&I Curb & Gutter Standard (Type II)	LF	30.00	35.00	86.80	3,038.00	0.00	0.00	86.80	3,038.00	289.33*	
108 F&I Driveway 7" Thick Reinf Conc	SY	27.00	57.75	29.71	1,715.75	0.00	0.00	29.71	1,715.75	110.04*	
109 F&I Woven Geotextile	SY	264.00	2.00	337.52	675.04	0.00	0.00	337.52	675.04	127.85*	
110 F&I Class 5 Agg - 8" Thick	SY	264.00	16.00	337.52	5,400.32	0.00	0.00	337.52	5,400.32	127.85*	



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
111 F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	126.50	135.00	191.32	25,828.20	0.00	0.00	191.32	25,828.20	151.24*
<b>Street Lighting</b>				<b>11th St. Tower Stub Sub Total</b>		<b>106,309.26</b>		<b>106,309.26</b>		
112 Relocate Street Light	EA	1.00	1,575.00	1.00	1,575.00	0.00	0.00	1.00	1,575.00	100.00
113 Remove Street Light	EA	2.00	160.00	2.00	320.00	0.00	0.00	2.00	320.00	100.00
114 F&I Feed Point	EA	1.00	8,925.00	1.00	8,925.00	0.00	0.00	1.00	8,925.00	100.00
115 Remove Feed Point	EA	1.00	70.00	1.00	70.00	0.00	0.00	1.00	70.00	100.00
116 F&I Base 6' Deep Reinf Conc	EA	1.00	840.00	1.00	840.00	0.00	0.00	1.00	840.00	100.00
117 Remove Base	EA	1.00	525.00	2.00	1,050.00	0.00	0.00	2.00	1,050.00	200.00*
118 F&I Conductor #6 USE Cu	LF	1,746.00	2.10	2,388.00	5,014.80	0.00	0.00	2,388.00	5,014.80	136.77*
119 F&I Innerduct 1.5" Dia	LF	587.00	7.35	623.00	4,579.05	0.00	0.00	623.00	4,579.05	106.13
120 F&I Luminaire Type A	EA	3.00	630.00	3.00	1,890.00	0.00	0.00	3.00	1,890.00	100.00
121 F&I Pull Box	EA	1.00	1,050.00	1.00	1,050.00	0.00	0.00	1.00	1,050.00	100.00
122 Remove Pull Box	EA	1.00	160.00	1.00	160.00	0.00	0.00	1.00	160.00	100.00
<b>Traffic Signals</b>				<b>Street Lighting Sub Total</b>		<b>25,473.85</b>		<b>25,473.85</b>		
123 Remove Foundation Type IV/Combo	EA	1.00	6,300.00	1.00	6,300.00	0.00	0.00	1.00	6,300.00	100.00
124 Remove Pull Box PVC	EA	1.00	210.00	1.00	210.00	0.00	0.00	1.00	210.00	100.00
125 Salvage Signal Standard Type V	EA	1.00	475.00	1.00	475.00	0.00	0.00	1.00	475.00	100.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity Unit Price (\$)		Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
126 Remove Foundation Type V	EA	1.00	525.00	1.00	525.00	0.00	0.00	1.00	525.00	100.00
127 Remove Signal Standard Type IV/Combo	EA	3.00	800.00	3.00	2,400.00	0.00	0.00	3.00	2,400.00	100.00
128 F&I Pull Box PVC	EA	3.00	840.00	2.00	1,680.00	0.00	0.00	2.00	1,680.00	66.67
129 Salvage Signal Cable	LS	1.00	630.00	1.00	630.00	0.00	0.00	1.00	630.00	100.00
130 F&I Pull Box Polymer Conc	EA	2.00	4,200.00	2.00	8,400.00	0.00	0.00	2.00	8,400.00	100.00
131 F&I Ped Push Button & Sign	EA	8.00	725.00	8.00	5,800.00	0.00	0.00	8.00	5,800.00	100.00
132 F&I Ped Push Button Post	EA	4.00	840.00	4.00	3,360.00	0.00	0.00	4.00	3,360.00	100.00
133 F&I Foundation Type IV/Combo	EA	1.00	4,200.00	1.00	4,200.00	0.00	0.00	1.00	4,200.00	100.00
134 F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	8.00	790.00	8.00	6,320.00	0.00	0.00	8.00	6,320.00	100.00
135 F&I Head 3 Sect w/12" LED MA Mtd	EA	5.00	1,050.00	5.00	5,250.00	0.00	0.00	5.00	5,250.00	100.00
136 F&I Head 3 Sect w/12" LED Post Mtd	EA	2.00	1,260.00	2.00	2,520.00	0.00	0.00	2.00	2,520.00	100.00
137 F&I Head 5 Sect Cluster w/12" LED MA Mtd	EA	1.00	2,100.00	1.00	2,100.00	0.00	0.00	1.00	2,100.00	100.00
138 F&I Detection Preformed Loop	EA	7.00	1,890.00	16.00	30,240.00	0.00	0.00	16.00	30,240.00	228.57*
139 F&I PTZ Camera System	EA	1.00	7,875.00	1.00	7,875.00	0.00	0.00	1.00	7,875.00	100.00
140 F&I Signal Cable CAT 6	LF	68.00	4.20	68.00	285.60	0.00	0.00	68.00	285.60	100.00
141 F&I Signal Cable AWG 18/4	LF	227.00	1.60	50.00	80.00	177.00	283.20	227.00	363.20	100.00
142 F&I Signal Cable AWG 14/2	LF	972.00	1.90	750.00	1,425.00	222.00	421.80	972.00	1,846.80	100.00
143 F&I Signal Cable AWG 14/7	LF	103.00	2.65	100.00	265.00	3.00	7.95	103.00	272.95	100.00
144 F&I Signal Cable AWG 14/20	LF	623.00	4.20	600.00	2,520.00	23.00	96.60	623.00	2,616.60	100.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
145 F&I Signal Cable 3M Opticom	LF	262.00	475.00	12.00	22.80	262.00	497.80	100.00
146 F&I Signal Cable Loop Lead-in	LF	500.00	720.00	50.00	80.00	500.00	800.00	100.00
147 F&I Fiber Optic Cable	LF	2,200.00	5,300.00	200.00	530.00	2,200.00	5,830.00	100.00
148 F&I Fiber Optic Terminations & Equip	LS	1.00	4,200.00	0.50	4,200.00	1.00	8,400.00	100.00
149 F&I Emerg Veh Pre-emption Components	LS	1.00	6,825.00	0.00	0.00	1.00	6,825.00	100.00
150 F&I Conduit 1" Dia	LF	32.00	201.60	0.00	0.00	32.00	201.60	100.00
151 F&I Conduit 2" Dia	LF	1,104.00	7,350.00	104.00	764.40	1,104.00	8,114.40	100.00
152 F&I Conduit 4" Dia	LF	65.00	682.50	0.00	0.00	65.00	682.50	100.00
153 F&I Signal Standard Type V 10' High	EA	2.00	5,250.00	0.00	0.00	2.00	5,250.00	100.00
154 Install Signal Standard Combo - 31' MA	EA	1.00	4,725.00	0.00	0.00	1.00	4,725.00	100.00
155 Install Signal Standard Combo - 34' MA	EA	1.00	4,725.00	0.00	0.00	1.00	4,725.00	100.00
156 F&I Signal Standard Combo - 24' MA	EA	1.00	1,525.00	0.00	0.00	1.00	1,525.00	100.00
157 Install Traffic Signal Interim System	LS	2.00	46,856.25	0.25	6,693.75	2.00	53,550.00	100.00
173 Extra Fiber Splices at Univ and 7th Ave N to the Traffic Signal Cabinet.	LS	1.00	0.00	1.00	550.00	1.00	550.00	100.00
<b>Traffic Signals Sub Total</b>			<b>181,695.95</b>		<b>13,650.50</b>		<b>195,346.45</b>	
<b>Pavement Markings</b>								
158 F&I Grooved Contrast Film 11" Wide	LF	300.00	7,860.50	0.00	0.00	398.00	7,860.50	132.67*
159 F&I Grooved Contrast Film 7" Wide	LF	1,315.00	29,066.70	40.00	514.00	2,302.00	29,580.70	175.06*



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
160 F&I Contrast Tape Messages	SF	128.00	50.40	128.00	6,451.20	0.00	0.00	128.00	6,451.20	100.00
161 F&I Grooved Plastic Film 8" Wide	LF	45.00	11.55	28.00	323.40	0.00	0.00	28.00	323.40	62.22
162 F&I Methacrylate 16" Wide	LF	22.00	45.15	105.00	4,740.75	0.00	0.00	105.00	4,740.75	477.27*
163 F&I Methacrylate 24" Wide	LF	54.00	62.00	221.00	13,702.00	0.00	0.00	221.00	13,702.00	409.26*
164 Paint Epoxy Message	SF	72.00	26.25	26.50	695.63	0.00	0.00	26.50	695.63	36.81
176 F&I Green Pavement Markings	SF	1.00	3,239.50	0.00	0.00	1.00	3,239.50	1.00	3,239.50	100.00
<b>Signage</b>				<b>Pavement Markings Sub Total</b>			<b>3,753.50</b>		<b>66,593.68</b>	
165 F&I High Intensity Prismatic	SF	77.70	23.10	77.00	1,778.70	0.00	0.00	77.00	1,778.70	99.10
166 F&I Diamond Grade Cubed	SF	104.00	27.30	104.00	2,839.20	0.00	0.00	104.00	2,839.20	100.00
167 F&I Sign Assembly & Anchor	EA	37.00	174.30	35.00	6,100.50	0.00	0.00	35.00	6,100.50	94.59
168 F&I Sign Assembly	EA	15.00	98.70	19.00	1,875.30	0.00	0.00	19.00	1,875.30	126.67*
178 signal std/mast arm signs	LS	1.00	1,017.50	0.00	0.00	1.00	1,017.50	1.00	1,017.50	100.00
<b>Summary</b>				<b>Signage Sub Total</b>			<b>12,593.70</b>		<b>13,611.20</b>	
<b>1. Original Contract Amount</b>										\$ 3,516,249.36
<b>2. Net Change by Change Order</b>										\$ 17,883.71
<b>3. Contract Amount To Date</b>										\$ 3,534,133.07
<b>4. Total Work Completed to Date</b>										\$ 3,566,446.50
<b>5. Retainage @ 0.00 % to Date</b>										\$ 176,669.04



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

6. Previous Retainage	\$ 176,669.04
7. Retainage This Period	\$ 0.00
8. Liquidated Damages	
0.00 Days to Date	\$ 0.00
0.00 Days to Previous	\$ 0.00
0.00 Days This Period	\$ 0.00
9. Material on Hand (Payment)	\$ 58,680.00
10. Material on Hand (Recovery)	\$ 58,680.00
11. Adjustments	\$ 66,500.00
12. Total Due to Date	\$ 3,632,946.50
13. Previous Payments	\$ 3,422,411.75
14. Payment Due This Estimate	\$ 210,534.75
15. Amount allowed Pay Estimate # 10 - FINAL	\$ 210,534.75

**WorkFlow History**

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator, Division Head, Project Manager	11/10/2021	rlarson	StageInitialized			

40

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PN-21-A1 Type: Final Balancing Change Order #1

Location: Citywide Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	12/13/2021
PWPEC File	X
Project File	Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, for Final Balancing Change Order #1 in the amount of \$57,532.68, 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 \$57,532.68, bringing the total contract amount to \$1,250,200.18.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #1 to Northern Improvement.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Final Balancing Change Order #1 in the amount of \$57,532.68, bringing the total contract amount to \$1,250,200.18 to Northern Improvement.

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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, 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:** Jason Hoogland, Project Manager  
**Date:** November 29, 2021  
**Re:** Improvement District No. PN-21-A1 – Final Balancing Change Order #1

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**Background:**

Improvement District No. PN-21-A1 is a project to put the asphalt wear course on streets in 3 sections of the City of Fargo. Attached is Final Balancing Change Order #1 in the amount of \$57,532.68. This FBCO reconciles the estimated quantities used in the contract with final quantities as measured in the field. The original contract amount was \$1,192,667.50. With the FBCO the final amount is \$1,250,200.18. This project is 100% special assessed.

**Recommended Motion:**

Approve Final Balancing Change Order #1 in the amount of \$57,532.68 to Northern Improvement Co.

Attachments

Improvement District No PN-21-A1 Change Order No 1  
 Project Name Asphalt Wear Course  
 Date Entered 11/24/2021 For 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:** Final

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)	
Section 1	1	Repair Inlet	EA	2.00	0.00	2.00	-1.00	1.00	500.00	-500.00	
	2	Adjust Curb & Gutter - Mud/Sand Jack	LF	300.00	0.00	300.00	-234.00	66.00	11.50	-2,691.00	
	3	Rem & Repl Curb & Gutter	LF	300.00	0.00	300.00	186.60	486.60	49.70	9,274.02	
	4	Adjust Driveway - Mud/Sand Jack	SF	400.00	0.00	400.00	-308.00	92.00	3.15	-970.20	
	5	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	0.00	100.00	-100.00	0.00	85.00	-8,500.00	
6	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	331.00	0.00	331.00	15.22	346.22	68.10	1,036.48		
8	GV Box to Grade - no Conc	EA	1.00	0.00	1.00	-1.00	0.00	250.00	-250.00		
10	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	50.00	0.00	50.00	-33.33	16.67	1.85	-61.66		
11	Sodding	SY	100.00	0.00	100.00	-65.73	34.27	52.50	-3,450.83		
									<b>Section 1 Sub Total (\$)</b>	<b>-6,113.18</b>	
Section 2	13	Repair Inlet	EA	5.00	0.00	5.00	-1.00	4.00	500.00	-500.00	
	14	Adjust Curb & Gutter - Mud/Sand Jack	LF	5,000.00	0.00	5,000.00	-3,480.00	1,520.00	11.50	-40,020.00	
	15	Rem & Repl Curb & Gutter	LF	2,000.00	0.00	2,000.00	915.80	2,915.80	49.70	45,515.26	
	16	Adjust Driveway - Mud/Sand Jack	SF	3,000.00	0.00	3,000.00	-2,592.00	408.00	3.15	-8,164.80	
	17	F&I Sidewalk 4" Thick Reinf Conc	SY	150.00	0.00	150.00	-26.25	123.75	73.00	-1,916.25	
	18	F&I Sidewalk 6" Thick Reinf Conc	SY	30.00	0.00	30.00	-26.90	3.10	80.00	-2,152.00	
	19	Remove Sidewalk All Thicknesses All Types	SY	180.00	0.00	180.00	-53.37	126.63	20.00	-1,057.40	
										<b>Section 2 Sub Total (\$)</b>	<b>-1,057.40</b>



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

<b>Section 2</b>	20	F&I Det Warn Panels Cast Iron	SF	48.00	0.00	48.00	-44.00	4.00	50.00	-2,200.00
	21	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	0.00	100.00	-89.69	10.31	85.00	-7,623.65
	22	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	0.00	50.00	-43.90	6.10	90.00	-3,951.00
	23	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	8,000.00	0.00	8,000.00	1,313.40	9,313.40	62.90	82,612.86
	25	GV Box to Grade - no Conc	EA	10.00	0.00	10.00	2.00	12.00	250.00	500.00
	27	Mill / Grind Asphalt Pymt 1" to 2" Thick	SY	3,477.00	0.00	3,477.00	-481.48	2,995.52	1.85	-890.74
	28	Sodding	SY	500.00	0.00	500.00	-13.64	486.36	52.50	-716.10
	29	Paint Epoxy Line 4" Wide	LF	9,952.00	0.00	9,952.00	-2.00	9,950.00	2.70	-5.40
	30	Paint Epoxy Line 8" Wide	LF	549.00	0.00	549.00	135.00	684.00	5.50	742.50
	32	Paint Epoxy Message	SF	585.00	0.00	585.00	126.00	711.00	21.00	2,646.00
	51	* Additional manhole riser rings to bring them to grade.	LS	0.00	0.00	0.00	1.00	1.00	2,549.60	2,549.60
										<b>65,358.88</b>
<b>Section 3</b>	35	Repair Inlet	EA	2.00	0.00	2.00	-2.00	0.00	500.00	-1,000.00
	36	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	0.00	2,000.00	-1,607.00	393.00	11.50	-18,480.50
	37	Rem & Repl Curb & Gutter	LF	1,500.00	0.00	1,500.00	844.40	2,344.40	49.70	41,966.68
	38	Adjust Driveway - Mud/Sand Jack	SF	2,000.00	0.00	2,000.00	-1,804.00	196.00	3.15	-5,682.60
	39	F&I Edge Drain 4" Dia PVC	LF	300.00	0.00	300.00	-170.00	130.00	20.00	-3,400.00
	40	F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	0.00	20.00	-8.30	11.70	80.00	-664.00
	41	Remove Sidewalk All Thicknesses All Types	SY	20.00	0.00	20.00	-8.30	11.70	20.00	-166.00
	42	F&I Det Warn Panels Cast Iron	SF	8.00	0.00	8.00	8.00	16.00	50.00	400.00
	43	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	0.00	100.00	-80.69	19.31	85.00	-6,858.65
	44	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	1,831.00	0.00	1,831.00	-8.81	1,822.19	63.15	-556.35
	48	Mill / Grind Asphalt Pymt 1" to 2" Thick	SY	300.00	0.00	300.00	-236.01	63.99	1.85	-436.62
	49	Sodding	SY	300.00	0.00	300.00	-130.19	169.81	52.50	-6,834.98
										<b>-1,713.02</b>
										<b>57,532.68</b>

\* NC Items

**Summary**

Source Of Funding  
 Net Amount Change Order # 1 (\$) 57,532.68  
 Previous Change Orders (\$) 0.00  
 Original Contract Amount (\$) 1,192,667.50  
 Total Contract Amount (\$) 1,250,200.18

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/18/2021		0.00	0.00	09/18/2021	

**Description**

APPROVED *William Springs* 11/24/2021  
 For Contractor  
 Northern Improvement Co.  
 Title Project Manager

**APPROVED DATE**

Department Head *[Signature]* 12/7/21  
 Mayor

Attest

41

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. AN-20-E1 Type: Negative Final Balancing Change Order #3

Location: Graver Alley Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	12/13/2021
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, for Negative Final Balancing Change Order #3 in the amount of \$-40,875.16, 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 \$-40,875.16, bringing the total contract amount to \$140,478.74.

On a motion by Kent Costin, seconded by Steve Sprague, 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 \$-40,875.16, bringing the total contract amount to \$140,478.74 to Key Contracting.

PROJECT FINANCING INFORMATION:

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

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

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

Improvement District No	AN-20-E1	Change Order No	3
Project Name	P.C. Concrete Alley Paving, Water Main & Incidentals		
Date Entered	11/29/2021	For	Key Contracting Inc

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

**EXPLANATION OF CHANGE:** Final Negative Balancing Change Order #3

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	1	Remove Pavement All Thicknesses All Types	SY	230.00	0.00	230.00	-0.14	229.86	28.00	-3.92
	2	Excavation	CY	8.00	0.00	8.00	-8.00	0.00	25.00	-200.00
	3	Remove Pipe All Sizes All Types	LF	200.00	0.00	200.00	-110.00	90.00	55.00	-6,050.00
	5	Modify Manhole	EA	1.00	0.00	1.00	-1.00	0.00	2,200.00	-2,200.00
	6	Subgrade Preparation	SY	410.00	0.00	410.00	-180.14	229.86	8.00	-1,441.12
	7	F&I Class 5 Agg - 8" Thick	SY	410.00	0.00	410.00	-180.14	229.86	42.00	-7,565.88
	8	F&I Pavement 7" Thick Reinf Conc	SY	230.00	0.00	230.00	-0.14	229.86	96.00	-13.44
	9	Rem & Repl Curb & Gutter	LF	30.00	0.00	30.00	-30.00	0.00	100.00	-3,000.00
	10	Remove Sidewalk All Thicknesses All Types	SY	25.00	0.00	25.00	-25.00	0.00	45.00	-1,125.00
	11	Remove Driveway All Thicknesses All Types	SY	21.00	0.00	21.00	17.16	38.16	55.00	943.80
12	F&I Sidewalk 4" Thick Reinf Conc	SY	25.00	0.00	25.00	-25.00	0.00	48.00	-1,200.00	
13	F&I Driveway 7" Thick Reinf Conc	SY	21.00	0.00	21.00	17.16	38.16	110.00	1,887.60	
14	Inlet Protection - Existing Inlet	EA	12.00	0.00	12.00	-10.00	2.00	250.00	-2,500.00	
15	Repair Pavement - Spot Full Depth Conc	SF	12.00	0.00	12.00	-12.00	0.00	120.00	-1,440.00	
19	Rem & Repl Pavement 9" Thick Reinf Conc	SY	180.00	0.00	180.00	-147.02	32.98	110.00	-16,172.20	
<b>Water Main</b>	20	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	223.00	0.00	223.00	5.00	228.00	120.00	600.00
<b>Paving Sub Total (\$)</b>										<b>-40,080.16</b>

Water Main	22	F&I Fittings Ductile Iron	LB	380.00	0.00	380.00	-219.00	161.00	25.00	-5,475.00
	23	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	15.00	0.00	15.00	12.50	27.50	200.00	2,500.00
	26	F&I Pipe w/GB 1.5" Dia Water Service	LF	9.00	0.00	9.00	1.20	10.20	200.00	240.00
	27	F&I Pipe w/GB 2" Dia Water Service	LF	10.00	0.00	10.00	6.70	16.70	200.00	1,340.00
<b>Water Main Sub Total (\$)</b>										<b>-795.00</b>

**Summary**

**Source Of Funding**

**Net Amount Change Order # 3 (\$)**

**Previous Change Orders (\$)**

**Original Contract Amount (\$)**

**Total Contract Amount (\$)**

-40,875.16  
34,793.90  
146,560.00  
140,478.74

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/01/2021		0.00	0.00	10/01/2021	

**APPROVED**

**APPROVED DATE**

For Contractor

*Thomas P. Martin*

Title

President

Department Head

Mayor

Attest

12/7/21

42

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-20-M1 Type: Negative Final Balancing Change Order #3

Location: Laverne's Addition Phase 2 Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	12/13/2021
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Negative Final Balancing Change Order #3 in the amount of \$-96,528.33, 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 \$-96,528.33, bringing the total contract amount to \$1,703,024.47.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Dakota Underground.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of \$-96,528.33, bringing the total contract amount to \$1,703,024.47 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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, 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:** Jason Leonard, Project Engineer  
**Date:** November 22, 2021  
**Re:** Improvement District No. BN-20-M1 – Negative Final Balancing Change Order #3

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**Background:**

Improvement District No. BN-20-M1 is for Sanitary Sewer, Water Main, Storm Sewer, Paving & Incidentals on 28<sup>th</sup> Avenue North and 42<sup>nd</sup> Street North in the Laverne's Addition.

Attached is Negative Final Balancing Change Order #3 in the amount of -\$96,528.33 that reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$1,789,299.60 and this Negative FBCO #3 will bring the project final amount to \$1,703,024.47 (0.48% Decrease). This Improvement District is 100% Special Assessed.

**Recommended Motion:**

Approve Negative Final Balancing Change Order #3 in the amount of -\$96,528.33, which brings the total contract amount to \$1,703,024.47 to Dakota Underground Co, Inc.

JTL/klb  
Attachments



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

Change Order No 3

Improvement District No BN-20-M1

Project Name Sanitary Sewer, Water Main, Storm Sewer, Paving & Incidentals

Date Entered 11/19/2021 For 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: Final Balancing Change Order #3**

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	3	F&I Pipe SDR 26 - 6" Dia PVC	LF	950.00	0.00	950.00	-452.00	498.00	25.00	-11,300.00
	4	F&I Pipe SDR 35 - 12" Dia PVC	LF	1,608.00	0.00	1,608.00	4.30	1,612.30	45.00	193.50
	5	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	560.00	0.00	560.00	-280.00	280.00	50.00	-14,000.00
	6	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	446.00	0.00	446.00	2.00	448.00	75.00	150.00
	7	Connect Sewer Service	EA	34.00	0.00	34.00	-17.00	17.00	580.00	-9,860.00
	<b>Sanitary Sewer Sub Total (\$)</b>									
Water Main	8	F&I Fittings C153 Ductile Iron	LB	1,677.00	0.00	1,677.00	-370.00	1,307.00	6.00	-2,220.00
	11	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	43.00	0.00	43.00	-3.00	40.00	30.00	-90.00
	12	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,950.00	0.00	1,950.00	85.80	2,035.80	48.00	4,118.40
	13	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	138.00	0.00	138.00	13.00	151.00	74.00	962.00
	16	F&I Hydrant Ext. 6" High	EA	2.00	0.00	2.00	-2.00	0.00	700.00	-1,400.00
	17	F&I Hydrant Ext. 12" High	EA	1.00	0.00	1.00	-1.00	0.00	800.00	-800.00
18	F&I Hydrant Ext. 18" High	EA	1.00	0.00	1.00	-1.00	0.00	920.00	-920.00	
<b>Water Main Sub Total (\$)</b>										<b>-349.60</b>
Storm Sewer	20	F&I Manhole 5' Dia Reinf Conc	EA	1.00	0.00	1.00	1.00	2.00	4,300.00	4,300.00
	24	F&I Pipe 12" Dia	LF	106.50	0.00	106.50	-106.50	0.00	39.00	-4,153.50
	25	F&I Pipe 15" Dia	LF	40.00	0.00	40.00	35.50	75.50	46.00	1,633.00



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

26	F&I Pipe 18" Dia	LF	843.00	0.00	843.00	-843.00	0.00	47.00	-39,621.00	
27	F&I Pipe 36" Dia	LF	699.00	0.00	699.00	-699.00	0.00	99.00	-69,201.00	
28	F&I Pipe 12" Dia Reinf Conc	LF	45.00	0.00	45.00	123.00	168.00	39.00	4,797.00	
29	F&I Pipe 18" Dia Reinf Conc	LF	235.00	0.00	235.00	765.40	1,000.40	47.00	35,973.80	
30	F&I Pipe 36" Dia Reinf Conc	LF	434.00	0.00	434.00	589.30	1,023.30	99.00	58,340.70	
31	F&I Pipe 24" Dia Polypropylene	LF	25.50	0.00	25.50	0.50	26.00	78.00	39.00	
73	* Modify Manhole	LS	0.00	0.00	0.00	1.00	1.00	1,681.78	1,681.78	
<b>Storm Sewer Sub Total (\$)</b>										
							659.00	7.00	-287.00	
36	Remove Pavement All Thicknesses All Types	SY	700.00	0.00	700.00	-41.00		1.00		
41	Subgrade Preparation	SY	11,000.00	0.00	11,000.00	-305.00	10,695.00	1.00	-305.00	
42	F&I Woven Geotextile	SY	11,000.00	0.00	11,000.00	-305.00	10,695.00	1.50	-457.50	
43	F&I Class 5 Agg - 10" Thick	SY	11,000.00	0.00	11,000.00	-305.00	10,695.00	10.55	-3,217.75	
44	F&I Edge Drain 4" Dia PVC	LF	4,500.00	0.00	4,500.00	-173.00	4,327.00	7.30	-1,262.90	
45	F&I Curb & Gutter Standard (Type II)	LF	4,500.00	0.00	4,500.00	-152.90	4,347.10	19.80	-3,027.42	
46	Remove Curb & Gutter	LF	100.00	0.00	100.00	-25.00	75.00	8.00	-200.00	
47	F&I Pavement 10" Thick Doweled Conc	SY	10,000.00	0.00	10,000.00	-988.00	9,012.00	59.00	-58,292.00	
49	Casting to Grade - w/Conc	EA	1.00	0.00	1.00	9.00	10.00	600.00	5,400.00	
50	GV Box to Grade - Blvd	EA	7.00	0.00	7.00	1.00	8.00	200.00	200.00	
51	Mulching Type 1 - Hydro	SY	34,000.00	0.00	34,000.00	-13,994.00	20,006.00	0.36	-5,037.84	
52	Seeding Type B	SY	34,000.00	0.00	34,000.00	-34,000.00	0.00	0.34	-11,560.00	
53	Seeding Type C	SY	10,000.00	0.00	10,000.00	4,235.00	14,235.00	0.30	1,270.50	
54	Sediment Control Log 10" to 15" Dia	LF	100.00	0.00	100.00	-100.00	0.00	2.65	-265.00	
57	F&I Driveway 7" Thick Reinf Conc	SY	225.00	0.00	225.00	214.00	439.00	65.00	13,910.00	
59	F&I Sidewalk 6" Thick Reinf Conc	SY	45.00	0.00	45.00	19.69	64.69	60.00	1,181.40	
60	F&I Det Warn Panels Cast Iron	SF	42.00	0.00	42.00	103.00	145.00	62.00	6,386.00	
72	* Type III Barricades	LS	0.00	0.00	0.00	1.00	1.00	412.50	412.50	
							1.00	412.50	412.50	
<b>Paving Sub Total (\$)</b>									-55,152.01	
<b>Grand Total (\$)</b>										-96,528.33

\* NC Items



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Summary

Source Of Funding	
Net Amount Change Order # 3 (\$)	-96,528.33
Previous Change Orders (\$)	10,253.20
Original Contract Amount (\$)	1,789,299.60
Total Contract Amount (\$)	1,703,024.47

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
08/15/2021		0.00	0.00	08/15/2021	

Description

APPROVED

For Contractor

Title

*[Signature]*  
Project Manager

APPROVED DATE

Department Head

Mayor

*[Signature]*  
12/7/21

Attest

43

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-21-C1 Type: Negative Final Balancing Change Order #1

Location: 22nd St S, Griffin Dr S, Aquiline Dr S Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	12/13/2021
PWPEC File	X
Project File	Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, for Negative Final Balancing Change Order #1 in the amount of \$-37,284.04, 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 #1 in the amount of \$-37,284.04, bringing the total contract amount to \$851,304.70.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Key Contracting.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of \$-37,284.04, bringing the total contract amount to \$851,304.70 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Cass Rural WUD Funds, LOMR (Developer Funded) & 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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, 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



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Improvement District No	BN-21-C1	Change Order No	1
Project Name	New Paving and Utility Construction		
Date Entered	11/19/2021	For	Key Contracting Inc

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

**EXPLANATION OF CHANGE:** Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	1	Mulching Type 1 - Hydro	SY	29,752.00	0.00	29,752.00	1,790.00	31,542.00	0.50	895.00
	2	Seeding Type C	SY	29,752.00	0.00	29,752.00	-29,752.00	0.00	0.19	-5,652.88
Sanitary Sewer	9	F&I Pipe SDR 26 - 6" Dia PVC	LF	1,835.00	0.00	1,835.00	64.00	1,899.00	26.00	1,664.00
	11	F&I Pipe SDR 26 - 8" Dia PVC	LF	1,154.00	0.00	1,154.00	-1.00	1,153.00	35.50	-35.50
<b>Miscellaneous Sub Total (\$)</b>										
<b>Sanitary Sewer Sub Total (\$)</b>										
1,628.50										
Cass Rural Water	15	F&I Fittings C153 Ductile Iron	LB	776.00	0.00	776.00	92.00	868.00	5.00	460.00
	19	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	1,312.00	0.00	1,312.00	7.00	1,319.00	42.00	294.00
	20	Bore Pipe C900 DR 18 - 8" Dia PVC	LF	151.00	0.00	151.00	-71.00	80.00	75.00	-5,325.00
	24	F&I Gate Valve 8" Dia	EA	4.00	0.00	4.00	-1.00	3.00	1,950.00	-1,950.00
	25	F&I Pipe 1" Dia Water Service	LF	1,938.00	0.00	1,938.00	6.00	1,944.00	21.50	129.00
	26	F&I Pipe w/GB 1" Dia Water Service	LF	80.00	0.00	80.00	-8.00	72.00	38.00	-304.00
29	Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	56.00	0.00	56.00	5.50	61.50	60.00	330.00	
<b>Cass Rural Water Sub Total (\$)</b>										
-6,366.00										
Storm Sewer	32	Remove Inlet	EA	1.00	0.00	1.00	-1.00	0.00	200.00	-200.00
	37	F&I Pipe 12" Dia	LF	954.00	0.00	954.00	5.50	959.50	29.00	159.50
	38	F&I Pipe 15" Dia	LF	355.00	0.00	355.00	-0.80	354.20	38.00	-30.40



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

Storm Sewer	43	Remove Pipe All Sizes All Types	LF	48.00	0.00	48.00	-16.00	32.00	10.00	-160.00
Paving	49	F&I Edge Drain 4" Dia PVC	LF	2,628.00	0.00	2,628.00	-29.00	2,599.00	5.50	-159.50
	51	F&I Curb & Gutter Standard (Type II)	LF	281.00	0.00	281.00	-102.00	179.00	18.00	-1,336.00
	53	F&I Sidewalk 4" Thick Reinf Conc	SY	190.00	0.00	190.00	-6.50	183.50	56.00	-364.00
	54	F&I Sidewalk 6" Thick Reinf Conc	SY	74.00	0.00	74.00	6.75	80.75	58.00	391.50
	58	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	1,226.00	0.00	1,226.00	-6.74	1,219.26	69.00	-465.06
	61	GV Box to Grade - Blvd	EA	5.00	0.00	5.00	-1.00	4.00	100.00	-100.00
	63	Remove Pavement All Thicknesses Asph	SY	185.00	0.00	185.00	32.00	217.00	4.00	128.00
	64	Remove Curb & Gutter	LF	328.00	0.00	328.00	-1.50	326.50	4.00	-6.00
	65	Remove Sidewalk All Thicknesses All Types	SY	205.00	0.00	205.00	33.30	238.30	4.00	133.20
	67	Seeding Type C	SY	4,855.00	0.00	4,855.00	-4,855.00	0.00	0.18	-873.90
68	F&I Pavement 8" Thick Reinf Conc	SY	140.00	0.00	140.00	-5.00	135.00	86.00	-430.00	
								<b>Paving Sub Total (\$)</b>		<b>-3,581.76</b>
Signing	80	F&I Diamond Grade Cubed	SF	56.50	0.00	56.50	1.00	57.50	22.00	22.00
	81	F&I High Intensity Prismatic	SF	18.00	0.00	18.00	2.00	20.00	20.00	40.00
	82	F&I Sign Assembly	EA	7.00	0.00	7.00	-1.00	6.00	40.00	-40.00
	83	F&I Sign Assembly & Anchor	EA	8.00	0.00	8.00	1.00	9.00	70.00	70.00
								<b>Signing Sub Total (\$)</b>		<b>92.00</b>
LOMR-F	84	Topsoil - Strip	CY	7,485.00	0.00	7,485.00	-293.00	7,192.00	2.00	-586.00
	85	Fill - Haul	CY	9,860.00	0.00	9,860.00	2,287.00	12,147.00	2.00	4,574.00
	86	Fill - Contractor Supply	CY	3,065.00	0.00	3,065.00	-2,004.00	1,061.00	14.00	-28,056.00
								<b>LOMR-F Sub Total (\$)</b>		<b>-24,068.00</b>

**Summary**

**Source Of Funding**

**Net Amount Change Order # 1 (\$)**

-37,284.04



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	888,588.74
Total Contract Amount (\$)	851,304.70

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
08/13/2021		0.00	0.00	08/13/2021	

Description

APPROVED

APPROVED DATE

For Contractor

*Thomas P. Martin*

Department Head

*[Signature]*  
Mayor

Title

President

Attest

12/7/21



44

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-21-K1 Type: Negative Final Balancing Change Order #2

Location: Eagle Valley 5th Addition Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	12/13/2021
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Negative Final Balancing Change Order #2 in the amount of \$-70,463.43, 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 \$-70,463.43, bringing the total contract amount to \$787,351.90.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Master Construction.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-70,463.43 bringing the total contract amount to \$787,351.90 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: CRWUD & Special Assessments

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

COMMITTEE

	Present	Yes	No	Unanimous
Tim Mahoney, Mayor	<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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

Brenda E. Derrig, P.E. City Engineer

C: Kristi Olson



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

Improvement District No **BN-21-K1** Change Order No **2**  
 Project Name **New Paving and Utility Construction** For **Master Construction Co Inc**  
 Date Entered **12/1/2021**

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

**EXPLANATION OF CHANGE:** Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)	
Sanitary Sewer	1	Remove Pipe All Sizes All Types	LF	10.00	0.00	10.00	36.00	46.00	5.00	180.00	
	2	Connect Sewer Service	EA	31.00	0.00	31.00	-4.00	27.00	355.00	-1,420.00	
	4	F&I Pipe SDR 26 - 6" Dia PVC	LF	1,850.00	0.00	1,850.00	-504.25	1,345.75	26.00	-13,110.50	
	5	F&I Pipe SDR 26 - 8" Dia PVC	LF	1,146.00	0.00	1,146.00	0.20	1,146.20	31.00	6.20	
	6	F&I Pipe SDR 35 - 10" Dia PVC	LF	135.00	0.00	135.00	-1.00	134.00	35.00	-35.00	
	<b>Sanitary Sewer Sub Total (\$)</b>										<b>-14,379.30</b>
Cass Rural Water User District	7	Remove Pipe All Sizes All Types	LF	10.00	0.00	10.00	-4.50	5.50	5.00	-22.50	
	8	F&I Fittings C153 Ductile Iron	LB	730.00	0.00	730.00	-90.00	640.00	7.10	-639.00	
	12	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	1,300.00	0.00	1,300.00	-49.40	1,250.60	37.00	-1,827.80	
	13	F&I Pipe 1" Dia Water Service	LF	810.00	0.00	810.00	-3.00	807.00	15.75	-47.25	
	18	F&I Hydrant Ext. 12" High	EA	2.00	0.00	2.00	2.00	4.00	500.00	1,000.00	
	<b>Cass Rural Water User District Sub Total (\$)</b>										<b>-1,536.55</b>
Storm Sewer	21	F&I Inlet - Single Box (SBI) Reinf Conc	EA	8.00	0.00	8.00	-1.00	7.00	2,100.00	-2,100.00	
	24	Connect Pipe to Exist Structure	EA	1.00	0.00	1.00	1.00	2.00	300.00	300.00	
	25	F&I Pipe 12" Dia	LF	545.00	0.00	545.00	-10.20	534.80	33.00	-336.60	
	26	F&I Pipe 15" Dia	LF	73.00	0.00	73.00	-6.50	66.50	49.00	-318.50	
	27	F&I Pipe 18" Dia	LF	350.00	0.00	350.00	-2.50	347.50	53.00	-132.50	
	28	F&I Pipe 24" Dia	LF	280.00	0.00	280.00	-0.50	279.50	64.00	-32.00	
	<b>Storm Sewer Sub Total (\$)</b>										<b>300.00</b>



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

29	Storm Sewer	F&I Pipe 30" Dia	LF	102.00	0.00	102.00	-1.00	101.00	88.00	-88.00
30		F&I Pipe w/GB 15" Dia Reinf Conc	LF	125.00	0.00	125.00	-0.10	124.90	60.00	-6.00
31		F&I Pipe w/GB 24" Dia Reinf Conc	LF	80.00	0.00	80.00	8.00	88.00	74.00	592.00
<b>Storm Sewer Sub Total (\$)</b>										
33	Paving	Clear & Grub	LS	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
34		Remove Pavement All Thicknesses All Types	SY	196.00	0.00	196.00	-118.80	77.20	10.00	-1,188.00
35		Remove Curb & Gutter	LF	157.00	0.00	157.00	-5.30	151.70	5.50	-28.15
36		Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	200.00	0.00	200.00	19.90	219.90	49.00	975.10
39		Subout	CY	1,000.00	0.00	1,000.00	372.00	1,372.00	2.00	744.00
40		Subgrade Preparation	SY	5,600.00	0.00	5,600.00	2.50	5,602.50	1.50	3.75
41		F&I Woven Geotextile	SY	5,600.00	0.00	5,600.00	2.50	5,602.50	1.50	3.75
42		F&I Class 5 Agg - 8" Thick	SY	2,900.00	0.00	2,900.00	2,702.50	5,602.50	9.10	24,592.75
43		F&I Class 5 Agg - 9" Thick	SY	2,750.00	0.00	2,750.00	-2,750.00	0.00	10.15	-27,912.50
44		F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	2,400.00	0.00	2,400.00	-299.60	2,100.40	64.00	-19,174.40
45		F&I Edge Drain 4" Dia PVC	LF	3,000.00	0.00	3,000.00	-491.20	2,508.80	7.75	-3,806.80
46		F&I Curb & Gutter Mountable (Type I)	LF	1,575.00	0.00	1,575.00	-290.90	1,284.10	16.00	-4,654.40
47		F&I Curb & Gutter Standard (Type II)	LF	1,275.00	0.00	1,275.00	-57.14	1,217.86	16.00	-914.24
48		F&I Valley Gutter Reinf Conc	SY	40.00	0.00	40.00	13.50	53.50	47.00	634.50
49		F&I Shared Use Path 5" Thick Reinf Conc	SY	300.00	0.00	300.00	-7.50	292.50	43.50	-326.25
50		F&I Sidewalk 4" Thick Reinf Conc	SY	205.00	0.00	205.00	-45.10	159.90	43.00	-1,939.30
51		F&I Sidewalk 6" Thick Reinf Conc	SY	45.00	0.00	45.00	-31.10	13.90	47.50	-1,477.25
52		F&I Det Warn Panels Cast Iron	SF	72.00	0.00	72.00	-40.00	32.00	41.00	-1,640.00
53		Casting to Grade - Blvd	EA	12.00	0.00	12.00	-3.00	9.00	150.00	-450.00
55		GV Box to Grade - no Conc	EA	14.00	0.00	14.00	1.00	15.00	125.00	125.00
56		Mulching Type 1 - Hydro	SY	28,600.00	0.00	28,600.00	-18,342.00	10,258.00	0.45	-8,253.90
57		Seeding Type C	SY	28,600.00	0.00	28,600.00	-18,342.00	10,258.00	0.32	-5,869.44



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

	59	Inlet Protection - Existing Inlet	EA	6.00	0.00	6.00	-6.00	0.00	160.00	-960.00
Paving										
									<b>Paving Sub Total (\$)</b>	<b>-52,016.78</b>
Street Lighting	63	F&I Conductor #6 USE Cu	LF	4,023.00	0.00	4,023.00	-42.00	3,981.00	2.10	-88.20
	64	F&I Innerduct 1.5" Dia	LF	1,291.00	0.00	1,291.00	-14.00	1,277.00	7.75	-108.50
									<b>Street Lighting Sub Total (\$)</b>	<b>-196.70</b>
Signing	68	F&I Diamond Grade Cubed	SF	48.60	0.00	48.60	-4.90	43.70	25.00	-122.50
	71	F&I Sign Assembly & Anchor	EA	7.00	0.00	7.00	-1.00	6.00	90.00	-90.00
									<b>Signing Sub Total (\$)</b>	<b>-212.50</b>
<b>Summary</b>										
<b>Source Of Funding</b>										
<b>Net Amount Change Order # 2 (\$)</b>										<b>-70,463.43</b>
<b>Previous Change Orders (\$)</b>										<b>12,601.78</b>
<b>Original Contract Amount (\$)</b>										<b>845,213.55</b>
<b>Total Contract Amount (\$)</b>										<b>787,351.90</b>

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/25/2021		0.00	0.00	10/25/2021	

**Description**

**APPROVED**

For Contractor

Title **PROJECT MANAGER**  
*[Signature]*

**APPROVED DATE**

Department Head *[Signature]* 12/7/21  
Mayor  
Attest

45

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-21-C1 Type: Negative Final Balancing Change Order #2

Location: Citywide Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/13/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Hoogland</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, for Negative Final Balancing Change Order #2 in the amount of \$-147,061.66, 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 \$-147,061.66, bringing the total contract amount to \$2,004,496.25.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Border States Paving.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-147,061.66, bringing the total contract amount to \$2,004,496.25 to Border States Paving.

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

	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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, 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

Improvement District No	PR-21-C1	Change Order No	2
Project Name	Asphalt Mill & Overlay		
Date Entered	11/18/2021	For	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:** Final

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Section 1	2	F&I Repair Band 4" thru 12" Dia	EA	8.00	0.00	8.00	-8.00	0.00	999.00	-7,992.00
	3	Rem & Repl Curb & Gutter	LF	2,500.00	0.00	2,500.00	-713.92	1,786.08	44.20	-31,555.26
	4	Adjust Curb & Gutter - Mud/Sand Jack	LF	3,000.00	0.00	3,000.00	440.00	3,440.00	11.50	5,060.00
	5	F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	0.00	20.00	39.99	59.99	78.80	3,151.21
	6	F&I Sidewalk 6" Thick Reinf Conc	SY	150.00	0.00	150.00	4.09	154.09	83.00	339.47
	7	Remove Sidewalk All Thicknesses All Types	SY	170.00	0.00	170.00	53.98	223.98	10.50	566.79
	8	Adjust Driveway - Mud/Sand Jack	SF	3,000.00	0.00	3,000.00	-1,098.00	1,902.00	3.15	-3,458.70
	9	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	0.00	100.00	-13.87	86.13	94.60	-1,312.10
	10	F&I Det Warn Panels Cast Iron	SF	376.00	0.00	376.00	24.00	400.00	51.50	1,236.00
	11	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	4,740.00	0.00	4,740.00	332.13	5,072.13	62.60	20,791.34
	12	F&I Casting - Inlet	EA	2.00	0.00	2.00	-1.00	1.00	1,470.00	-1,470.00
	13	Casting to Grade - no Conc	EA	14.00	0.00	14.00	12.00	26.00	220.00	2,640.00
	16	Mill / Grind Asphalt Pymt Along Curb	LF	3,741.00	0.00	3,741.00	4,656.00	8,397.00	1.85	8,613.60
	17	Mill / Grind Asphalt Pymt 1" to 2" Thick	SY	29,400.00	0.00	29,400.00	-6,632.21	22,767.79	1.75	-11,606.37
	18	Sodding	SY	600.00	0.00	600.00	-141.13	458.87	52.60	-7,423.44
	19	Paint Epoxy Line 4" Wide	LF	3,566.00	0.00	3,566.00	171.00	3,737.00	2.80	478.80
	20	Paint Epoxy Line 24" Wide	LF	96.00	0.00	96.00	-54.00	42.00	18.20	-982.80

CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Section	Item	Paint Epoxy Message	SF	2,112.00	0.00	2,112.00	-2,112.00	0.00	12.80	
<b>Section 1</b>	21	Paint Epoxy Message	SF	2,112.00	0.00	2,112.00	-2,112.00	0.00	12.80	-27,033.60
										<b>Section 1 Sub Total (\$)</b>
<b>Section 2</b>	23	Repair Inlet	EA	10.00	0.00	10.00	-6.00	4.00	463.00	-2,778.00
	24	F&I Repair Band 4" thru 12" Dia	EA	10.00	0.00	10.00	-8.00	2.00	999.00	-7,992.00
	25	Rem & Repl Curb & Gutter	LF	1,500.00	0.00	1,500.00	-357.20	1,142.80	44.20	-15,788.24
	26	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	0.00	2,000.00	50.00	2,050.00	11.50	575.00
	27	F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	0.00	20.00	7.09	27.09	83.00	588.47
	28	F&I Sidewalk 6" Thick Reinf Conc	SY	112.00	0.00	112.00	-2.42	109.58	83.00	-200.86
	29	Remove Sidewalk All Thicknesses All Types	SY	132.00	0.00	132.00	4.29	136.29	10.50	45.05
	30	Adjust Driveway - Mud/Sand Jack	SF	1,500.00	0.00	1,500.00	-439.00	1,061.00	3.15	-1,382.85
	31	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	0.00	100.00	-35.08	64.92	94.60	-3,318.57
	32	F&I Det Warn Panels Cast Iron	SF	312.00	0.00	312.00	-16.00	296.00	51.50	-824.00
	33	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	1,900.00	0.00	1,900.00	-5.94	1,894.06	63.00	-374.22
	34	Rem & Repl Casting - Inlet	EA	1.00	0.00	1.00	4.00	5.00	1,050.00	4,200.00
	35	Casting to Grade - no Conc	EA	2.00	0.00	2.00	13.00	15.00	220.00	2,860.00
	36	GV Box to Grade - no Conc	EA	12.00	0.00	12.00	-2.00	10.00	43.40	-86.80
	37	Rem & Repl Pavement 7" Thick Asph	SY	400.00	0.00	400.00	112.00	512.00	55.00	6,160.00
	38	Mill / Grind Asphalt Pymt 1" to 2" Thick	SY	16,118.00	0.00	16,118.00	-5,005.45	11,112.55	1.75	-8,759.54
	39	Sodding	SY	500.00	0.00	500.00	-306.57	193.43	52.60	-16,125.58
										<b>Section 2 Sub Total (\$)</b>
<b>Section 3</b>	42	F&I Repair Band 4" thru 12" Dia	EA	2.00	0.00	2.00	-2.00	0.00	999.00	-1,998.00
	43	Rem & Repl Curb & Gutter	LF	500.00	0.00	500.00	-26.90	473.10	47.30	-1,272.37
	44	F&I Sidewalk 6" Thick Reinf Conc	SY	23.00	0.00	23.00	6.13	29.13	84.10	515.53
	45	Remove Sidewalk All Thicknesses All Types	SY	10.00	0.00	10.00	4.94	14.94	10.50	51.87
	46	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	0.00	50.00	-50.00	0.00	89.40	-4,470.00

CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Section	Item #	Description	Unit	32.00	0.00	32.00	20.00	52.00	51.50	1,030.00	
Section 3	47	F&I Det Warn Panels Cast Iron	SF	32.00	0.00	32.00	20.00	52.00	51.50	1,030.00	
	48	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	1,500.00	0.00	1,500.00	167.40	1,667.40	64.00	10,713.60	
	50	GV Box to Grade - no Conc	EA	1.00	0.00	1.00	-1.00	0.00	43.40	-43.40	
	51	Rem & Repl Pavement 8" Thick Asph	SY	100.00	0.00	100.00	-100.00	0.00	72.00	-7,200.00	
	52	Mill / Grind Asphalt Pvrnt 1" to 2" Thick	SY	12,614.00	0.00	12,614.00	644.00	13,258.00	1.85	1,191.40	
	53	Sodding	SY	200.00	0.00	200.00	-124.37	75.63	52.60	-6,541.86	
Section 4	54	Paint Epoxy Line 4" Wide	LF	2,122.00	0.00	2,122.00	84.00	2,206.00	2.80	235.20	
	55	Paint Epoxy Line 8" Wide	LF	343.00	0.00	343.00	-30.00	313.00	6.00	-180.00	
	56	Paint Epoxy Message	SF	128.00	0.00	128.00	103.33	231.33	12.80	1,322.62	
	<b>Section 3 Sub Total (\$)</b>										
Section 4	60	F&I Repair Band 4" thru 12" Dia	EA	3.00	0.00	3.00	-2.00	1.00	999.00	-1,998.00	
	61	Rem & Repl Curb & Gutter	LF	2,500.00	0.00	2,500.00	-561.40	1,938.60	44.20	-24,813.88	
	62	F&I Sidewalk 4" Thick Reinf Conc	SY	40.00	0.00	40.00	51.47	91.47	78.80	4,055.84	
	63	F&I Sidewalk 6" Thick Reinf Conc	SY	27.00	0.00	27.00	3.56	30.56	83.00	295.48	
	64	Remove Sidewalk All Thicknesses All Types	SY	67.00	0.00	67.00	54.49	121.49	10.50	572.15	
	65	Rem & Repl Driveway 6" Thick Reinf Conc	SY	250.00	0.00	250.00	-205.21	44.79	94.60	-19,412.87	
	67	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	1,700.00	0.00	1,700.00	53.14	1,753.14	65.00	3,454.10	
	69	Rem & Repl Casting - Self Leveling	EA	13.00	0.00	13.00	-1.00	12.00	1,670.00	-1,670.00	
Section 5	71	Rem & Repl Pavement 8" Thick Asph	SY	200.00	0.00	200.00	36.22	236.22	72.00	2,607.84	
	72	Mill / Grind Asphalt Pvrnt 1" to 2" Thick	SY	14,562.00	0.00	14,562.00	-1,889.58	12,672.42	1.95	-3,684.68	
	73	Sodding	SY	300.00	0.00	300.00	-54.52	245.48	52.60	-2,867.75	
	<b>Section 4 Sub Total (\$)</b>										
	75	Repair Inlet	EA	5.00	0.00	5.00	1.00	6.00	463.00	463.00	
76	F&I Repair Band 4" thru 12" Dia	EA	3.00	0.00	3.00	-3.00	0.00	999.00	-2,997.00		
77	Rem & Repl Curb & Gutter	LF	2,000.00	0.00	2,000.00	93.90	2,093.90	44.20	4,150.38		
78	F&I Sidewalk 6" Thick Reinf Conc	SY	38.00	0.00	38.00	4.77	42.77	83.00	395.91		







CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

For Contractor **BORDER STATES PAVING, INC.**

Department Head *[Signature]* 12/17/21

Title *Corporate Secretary*  
*[Signature]*

Mayor

Attest

46

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-21-G1 Type: Negative Final Balancing Change Order #5

Location: CR 81 & 40<sup>th</sup> Ave N Date of Hearing: 12/6/2021

<u>Routing</u>	<u>Date</u>
City Commission	12/13/2021
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Negative Final Balancing Change Order #5 in the amount of \$-28,150.38, 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 #5 in the amount of \$-28,150.38, bringing the total contract amount to \$572,598.33.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #5 to Border States Paving.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #5 in the amount of \$-28,150.38, bringing the total contract amount to \$572,598.33 to Border States Paving.

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"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Kent Costin, 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:** Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain

**CC:** Nathan Boerboom, Division Engineer

**Date:** November 23, 2021

**Re:** Improvement District #PR-21-G1 40<sup>th</sup> Avenue North Widening at CR 81  
Negative Final Balancing Change Order #5

---

Project PR-21-G1 added turn lanes onto 40<sup>th</sup> Avenue North at CR 81, installed surface treatment on 40<sup>th</sup> Avenue North from Drain 10 and west to the railroad bridge, and installed new striping to provide safety improvements to this increasing traffic corridor.

Change Order #1 installed additional road widening on the south edge of 40<sup>th</sup> Avenue North at CR 81 and raised 2-fire hydrants on the north side of 40<sup>th</sup> Avenue to match adjoining road grades in anticipation of adjoining land development for \$105,831.58.

Change Order #2 replaced an existing defective water main valve at 37<sup>th</sup> Street North and added an additional water main valve to the west to facilitate future operation and maintenance for \$80,337.92.

Change Order #3 provided for existing asphalt milling to remove wheel ruts and to add topsoil onto the slopes for the 40<sup>th</sup> Avenue North south side lane widening for \$4,600.36.

Change Order #4 covered increased quantities for the project to cover added widening of the south lane to fit their paver versus the narrower design width for \$63,312.50.

The attached Final Balancing Change Order #5 in the amount of \$-28,150.38 reconciles the estimated quantities in the contract with the final quantities as measured in the field. All work on the contract has been completed on schedule.

<u>Original Contract Amount</u>	<u>FBCO #5</u>	<u>Final Contract Amount</u>
\$346,666.15	\$-28,150.38	\$572,598.33

**Recommended Motion:**

Approve Negative Final Balancing Change Order #5 for \$-28,150.38 to Border States Paving.

Attachment



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

Improvement District No	PR-21-G1	Change Order No	5
Project Name	Asphalt Paving Rehab/Reconstruction		
Date Entered	11/23/2021	For	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: Final Balancing**

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	3	Flagging	MHR	300.00	55.00	355.00	-326.75	28.25	42.50	-13,886.88
Storm Sewer	8	F&I Pipe w/GB 30" Dia Reinf Conc	LF	62.00	25.00	87.00	-1.00	86.00	138.00	-138.00
	10	F&I Pipe w/GB 30" Dia Corr Steel	LF	24.50	0.00	24.50	-24.50	0.00	191.00	-4,679.50
	11	F&I Flared End Section 30" Dia Corr Steel	EA	1.00	0.00	1.00	-1.00	0.00	2,060.00	-2,060.00
Paving	16	Remove Pavement 9" Thick All Types	SY	800.00	720.00	1,520.00	-20.00	1,500.00	5.50	-110.00
	17	Subgrade Preparation	SY	1,235.00	1,200.00	2,435.00	-35.00	2,400.00	2.70	-94.50
	18	F&I Woven Geotextile	SY	1,235.00	1,200.00	2,435.00	-35.00	2,400.00	2.65	-92.75
	19	F&I Crushed Conc - 12" Thick	SY	1,235.00	1,200.00	2,435.00	-35.00	2,400.00	12.40	-434.00
	20	F&I Asphalt Pavement FAA 43 w/ PG56H-34	TON	620.00	638.56	1,258.56	-12.95	1,245.61	80.00	-1,086.00
	21	F&I Seal Aggregate B	SY	22,750.00	2,300.00	25,050.00	-714.48	24,335.52	1.05	-750.20
	22	F&I Seal Oil	GAL	8,190.00	0.00	8,190.00	-182.00	8,008.00	2.15	-391.30
Erosion Control	25	F&I Erosion Control Blanket Type 2	SY	300.00	0.00	300.00	-154.60	145.40	2.65	-409.69
	26	Seeding Type A	SY	6,100.00	7,900.00	14,000.00	-441.00	13,559.00	0.32	-141.12
	27	Mulching Type 1 - Hydro	SY	6,100.00	7,900.00	14,000.00	-441.00	13,559.00	0.42	-185.22
<b>Storm Sewer Sub Total (\$)</b>									<b>5.50</b>	<b>-110.00</b>
<b>Miscellaneous Sub Total (\$)</b>									<b>138.00</b>	<b>-138.00</b>
<b>Paving Sub Total (\$)</b>									<b>2.70</b>	<b>-94.50</b>
<b>Erosion Control Sub Total (\$)</b>									<b>2.65</b>	<b>-409.69</b>
<b>Total Sub Total (\$)</b>									<b>12.40</b>	<b>-434.00</b>
<b>Storm Sewer Sub Total (\$)</b>									<b>80.00</b>	<b>-1,086.00</b>
<b>Paving Sub Total (\$)</b>									<b>1.05</b>	<b>-750.20</b>
<b>Erosion Control Sub Total (\$)</b>									<b>2.15</b>	<b>-391.30</b>
<b>Total Sub Total (\$)</b>									<b>2.65</b>	<b>-409.69</b>
<b>Erosion Control Sub Total (\$)</b>									<b>0.32</b>	<b>-141.12</b>
<b>Total Sub Total (\$)</b>									<b>0.42</b>	<b>-185.22</b>
<b>Erosion Control Sub Total (\$)</b>									<b>0.42</b>	<b>-185.22</b>



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Item	Description	LF	9,630.00	2,000.00	11,630.00	-735.00	10,895.00	2.75	-2,021.25
28	Paint Epoxy Line 4" Wide	LF	9,630.00	2,000.00	11,630.00	-735.00	10,895.00	2.75	-2,021.25
29	Paint Epoxy Line 8" Wide	LF	2,798.00	0.00	2,798.00	-43.00	2,755.00	5.25	-225.75
31	Paint Epoxy Line 6" Wide	LF	9,020.00	400.00	9,420.00	-54.00	9,366.00	4.00	-216.00
32	Paint Epoxy Line 16" Wide	LF	30.00	10.00	40.00	-1.00	39.00	15.80	-15.80
36	Temp Paint Line 4" Wide	LF	1,400.00	1,400.00	2,800.00	-215.40	2,584.60	1.04	-224.02
<b>Pavement Marking Sub Total (\$)</b>									
			3.00	0.00	3.00	-1.00	2.00	1,038.40	-1,038.40
<b>Signing Sub Total (\$)</b>									
									-1,038.40

**Summary**

**Source Of Funding**

Net Amount Change Order # 5 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-28,150.38  
254,082.56  
346,886.15  
572,598.33

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/31/2021	11/15/2021	0.00	0.00	09/01/2021	11/15/2021

**APPROVED**

**APPROVED DATE**

For Contractor *Bordes Stokes*  
Title *Operation Mgr.*

Department Head *[Signature]*  
Mayor  
Attest  
12/7/21



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Improvement District No. PR-21-G1  
 Project Name Asphalt Paving Rehab/Reconstruction  
 Type Paving Rep/Rehab  
 Description County Road 61 and 40th Ave N  
 Pay Estimate Number 7 - FINAL  
 From Date 11/10/2021 To Date 11/17/2021

The Honorable Board of City Commissioners  
 Dear Commissioners,

Be advised that Border States Paving Inc has performed the work to date shown on this statement

**Contract**

Miscellaneous	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
1 Mobilization	LS	3.00	13,500.00	3.00	40,500.00	0.00	0.00	3.00	40,500.00	100.00
2 Traffic Control - Type 1	LS	4.00	2,790.00	4.00	11,160.00	0.00	0.00	4.00	11,160.00	100.00
3 Flagging	MHR	355.00	42.50	28.25	1,200.63	0.00	0.00	28.25	1,200.63	7.96
4 F&J Wreathright Manhole Seals	EA	2.00	805.00	2.00	1,610.00	0.00	0.00	2.00	1,610.00	100.00
5 GV Box to Grade - no Conc	EA	2.00	542.00	2.00	1,084.00	0.00	0.00	2.00	1,084.00	100.00
6 F&J Hydrant Ext. 6" High	EA	2.00	805.00	2.00	1,610.00	0.00	0.00	2.00	1,610.00	100.00
35 F&J Hydrant - Restrained Joint	EA	2.00	16,436.19	2.00	32,872.38	0.00	0.00	2.00	32,872.38	100.00
39 F&J Gate Valve 12" Dia	EA	2.00	33,076.56	2.00	66,153.12	0.00	0.00	2.00	66,153.12	100.00
40 Topsoil - Spread	LS	1.00	1,700.00	1.00	1,700.00	0.00	0.00	1.00	1,700.00	100.00
<b>Miscellaneous Sub Total</b>				<b>157,630.13</b>	<b>157,630.13</b>	<b>0.00</b>	<b>0.00</b>	<b>157,630.13</b>	<b>157,630.13</b>	<b>100.00</b>



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date	Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)		
<b>Storm Sewer</b>									
7	Connect Pipe to Exist Pipe EA	3.00	513.00	3.00	1,539.00	0.00	0.00	3.00	100.00
8	F&I Pipe w/GB 30" Dia Reinf Conc LF	86.00	138.00	86.00	11,868.00	0.00	0.00	86.00	98.85
9	F&I Flared End Section 30" Dia Reinf Conc EA	2.00	3,180.00	2.00	6,320.00	0.00	0.00	2.00	100.00
10	F&I Pipe w/GB 30" Dia Corr Steel LF	24.50	191.00	0.00	0.00	0.00	0.00	0.00	0.00
11	F&I Flared End Section 30" Dia Corr Steel EA	1.00	2,060.00	0.00	0.00	0.00	0.00	0.00	0.00
				<b>Storm Sewer Sub-Total</b>		<b>68,225.00</b>		<b>18,700.00</b>	
<b>Paving</b>									
12	Topsoil - Strip & Spread LS	1.00	18,700.00	1.00	18,700.00	0.00	0.00	1.00	100.00
13	Excavation CY	450.00	4.35	450.00	1,957.50	0.00	0.00	450.00	100.00
14	Ditch Grading LF	1,500.00	4.15	1,500.00	6,225.00	0.00	0.00	1,500.00	100.00
15	Fill - Import CY	5,000.00	9.95	5,000.00	49,750.00	0.00	0.00	5,000.00	100.00
16	Remove Pavement 9" Thick All Types SY	1,520.00	5.50	1,500.00	8,250.00	0.00	0.00	1,500.00	96.68
17	Subgrade Preparation SY	2,435.00	2.70	2,400.00	6,480.00	0.00	0.00	2,400.00	98.56
18	F&I Woven Geotextile SY	2,435.00	2.65	2,400.00	6,360.00	0.00	0.00	2,400.00	98.56
19	F&I Crushed Conc - 12" Thick SY	2,435.00	12.40	2,400.00	29,760.00	0.00	0.00	2,400.00	98.56
20	F&I Asphalt Pavement FAA 43 w/ PG58H-34 TON	1,258.56	80.00	1,245.61	99,648.80	0.00	0.00	1,245.61	98.97
21	F&I Seal Aggregate B SY	25,050.00	1.05	24,335.52	25,552.30	0.00	0.00	24,335.52	97.15
22	F&I Seal Oil GAL	8,190.00	2.15	8,008.00	17,217.20	0.00	0.00	8,008.00	97.78





ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
41	Mill / Grind Asphalt Pmnt 1" to 2" Thick	72.22	40.16	72.22	2,900.36	0.00	0.00	72.22	2,900.36	100.00
				Painting Sub Total		0.00		272,301.15		
				Erosion Control						
23	Stormwater Management	1.00	6,250.00	1.00	6,250.00	0.00	0.00	1.00	6,250.00	100.00
24	Sediment Control Log 6" to 8" Dia	400.00	2.10	400.00	840.00	0.00	0.00	400.00	840.00	100.00
25	F&I Erosion Control Blanket Type 2	300.00	2.65	145.40	385.31	0.00	0.00	145.40	385.31	48.47
26	Seeding Type A	14,000.00	0.32	13,559.00	4,338.68	0.00	0.00	13,559.00	4,338.88	96.85
27	Mulching Type 1 - Hydro	14,000.00	0.42	13,559.00	5,694.78	0.00	0.00	13,559.00	5,694.78	96.85
				Erosion Control Sub Total		0.00		17,508.87		
				Paving Materials						
28	Paint Epoxy Line 4" Wide	11,630.00	2.75	10,895.00	29,961.25	0.00	0.00	10,895.00	29,961.25	93.68
29	Paint Epoxy Line 5" Wide	2,798.00	5.25	2,755.00	14,463.75	0.00	0.00	2,755.00	14,463.75	98.46
30	Paint Epoxy Message	454.00	21.00	454.00	9,534.00	0.00	0.00	454.00	9,534.00	100.00
31	Paint Epoxy Line 5" Wide	9,420.00	4.00	9,366.00	37,464.00	0.00	0.00	9,366.00	37,464.00	99.43
32	Paint Epoxy Line 16" Wide	40.00	15.80	39.00	616.20	0.00	0.00	39.00	616.20	97.50
36	Temp Paint Line 4" Wide	2,800.00	1.04	2,594.60	2,687.98	0.00	0.00	2,594.60	2,687.98	92.31
				Paving Sub Total		0.00		94,722.18		
				Signing						
33	F&I Diamond Grade Cubed	33.00	18.90	33.00	623.70	0.00	0.00	33.00	623.70	100.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Completed(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
34. Flt Sign Assembly & Anchor	EA	3.00	78.80	3.00	236.40	0.00	0.00	3.00	236.40	100.00
37. Traffic Control - Changeable Message Board	EA	2.00	3,503.50	2.00	7,007.00	0.00	0.00	2.00	7,007.00	100.00
38. Relocate Sign Assembly	EA	3.00	1,038.40	2.00	2,076.80	0.00	0.00	2.00	2,076.80	66.67
<b>Summary</b>				<b>Quantity</b>	<b>Amount (\$)</b>	<b>Quantity</b>	<b>Amount (\$)</b>	<b>Quantity</b>	<b>Amount (\$)</b>	<b>Amount (\$)</b>
				9.00	9,322.20	0.00	0.00	5.00	9,322.20	\$ 346,666.15
<b>1. Original Contract Amount</b>										\$ 254,082.56
<b>2. Net Change by Change Order</b>										\$ 600,748.71
<b>3. Contract Amount To Date</b>										\$ 572,598.33
<b>4. Total Work Completed to Date</b>										\$ 28,546.92
<b>5. Retainage @ 0.00 % to Date</b>										\$ 28,546.92
<b>6. Previous Retainage</b>										\$ 0.00
<b>7. Retainage This Period</b>										\$ 0.00
<b>8. Liquidated Damages</b>										\$ 0.00
<b>0.00 Days to Date</b>										\$ 0.00
<b>0.00 Days to Previous</b>										\$ 0.00
<b>0.00 Days This Period</b>										\$ 0.00
<b>9. Material on Hand (Payment)</b>										\$ 0.00
<b>10. Material on Hand (Recovery)</b>										\$ 0.00
<b>11. Adjustments</b>										\$ 0.00
<b>12. Total Due to Date</b>										\$ 572,598.33



ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET

- 13. Previous Payments \$ 568,888.94
- 14. Payment Due This Estimate \$ 5,709.39
- 15. Amount allowed Pay Estimate # 7 - FINAL \$ 5,709.39

Workflow History

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator, Division Head, Project Manager	11/17/2021	rkluck	Stage/initialized			

**BORDER STATES PAVING, INC.**  
**P.O. BOX 2586**  
**FARGO, ND 58108-2586**



*Operations Manager*

47

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UN-21-A1 Type: Negative Final Balancing Change Order #4

Location: 37 St, 44-46 Ave N & 46 Ave N, Date of Hearing: 12/6/2021
37 St-DR 10 & Hwy 81, 44-40 Ave N

Table with 2 columns: Routing, Date. Rows: City Commission (Date: 12/13/2021), PWPEC File (Date: X), Project File (Date: Roger Kluck)

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Negative Final Balancing Change Order #4 in the amount of \$-33,053.46, 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 \$-33,053.46, bringing the total contract amount to \$2,068,158.27.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #4 to Dakota Underground.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #4 in the amount of \$-33,053.46, bringing the total contract amount to \$2,068,158.27 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Wastewater Funds & Special Assessments

Table with 2 columns: Question, Yes/No. Rows: 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

Table with 5 columns: Name, Present, Yes, No, Unanimous. Rows: Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Bruce Grubb, City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Brenda Derrig, City Engineer; Kent Costin, Finance Director

ATTEST:

Signature of Brenda E. Derrig, P.E., City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Roger E. Kluck, PE, CFM Civil Engineer II, Storm Sewer & Floodplain  
**Date:** November 22, 2021  
**Re:** Project No. UN-21-A1 – Negative Final Balancing Change Order No. 4

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## Background:

Project No. UN-21-A1 is for the installation of a storm sewer collection system on 37<sup>th</sup> Street North from 44<sup>th</sup> Avenue North to 46<sup>th</sup> Avenue North and in 46<sup>th</sup> Avenue from 37<sup>th</sup> Street North to Drain 10. The project also installed a water main in the CR 81 right of way from 40<sup>th</sup> Avenue North to 44<sup>th</sup> Avenue North and lowered a sanitary sewer force main.

Change Order #1 installed a temporary valve in the sanitary sewer force main air release valve due to material shipment delays, removed a gravel access road to facilitate storm sewer installation, and removed and replaced landscaping to facilitate installation of the sanitary sewer force main lowering for \$10,593.20.

Change Order #2 replaced the gravel access road removed in Change Order #1, filled a portion of the 37<sup>th</sup> Street North ditch to facilitate drainage, regraded the ditch on the west side of 37<sup>th</sup> Street North to facilitate drainage, adjusted the existing storm sewer manholes in 33<sup>rd</sup> Street North to match the new asphalt, and payment for standby time due to existing water main valve problems for \$29,057.50.

Change Order #3 covered the costs of modifying the air release valve on the sanitary sewer main to facilitate long-term maintenance for \$1,256.44.

The attached Negative Final Balancing Change Order #4, in the amount of -\$33,053.46, bringing the total contract amount to \$2,068,158.27, reconciles the estimated quantities in the contract with the final quantities as measured in the field. All work on the contract has been completed on schedule.

## Recommended Motion:

Approve Negative Final Balancing Change Order #4 in the amount of -\$33,053.46 to Dakota Underground.

REK/klb  
Attachment

C: Nathan Boerboom, Division Engineer



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Improvement District No UN-21-A1

Change Order No 4

Project Name New Utility Construction

Date Entered 11/19/2021

For 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:** Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	3	Inlet Protection - Existing Inlet	EA	11.00	0.00	11.00	1.00	12.00	150.00	150.00
	4	Silt Fence - Standard	LF	30.00	0.00	30.00	-30.00	0.00	3.00	-90.00
	6	Temp Construction Entrance	EA	2.00	0.00	2.00	-2.00	0.00	1,500.00	-3,000.00
	8	Fill - Import	CY	250.00	0.00	250.00	-250.00	0.00	0.01	-2.50
	10	Sediment Control Log 6" to 8" Dia	LF	150.00	0.00	150.00	42.00	192.00	3.00	126.00
	11	Seeding Type A	SY	50,000.00	0.00	50,000.00	-22,085.10	27,914.90	0.22	-4,858.72
	12	Mulching Type 1 - Hydro	SY	50,000.00	0.00	50,000.00	-348.10	49,651.90	0.37	-128.80
									<b>Miscellaneous Sub Total (\$)</b>	<b>-7,804.02</b>
Storm Sewer	13	Rem & Repl Pavement 8" Thick Asph	SY	700.00	0.00	700.00	83.42	783.42	130.00	10,844.60
	19	F&I Pipe 48" Dia Reinf Conc	LF	965.00	0.00	965.00	-0.80	964.20	170.00	-136.00
	20	F&I Pipe 54" Dia Reinf Conc	LF	1,844.00	0.00	1,844.00	3.00	1,847.00	200.00	600.00
	21	F&I Pipe 60" Dia Reinf Conc	LF	1,643.00	0.00	1,643.00	4.56	1,647.56	230.00	1,048.80
	22	F&I Pipe w/GB 12" Dia Reinf Conc	LF	245.50	0.00	245.50	-17.80	227.70	72.00	-1,281.60
	23	F&I Pipe w/GB 54" Dia Reinf Conc	LF	72.00	0.00	72.00	30.00	102.00	290.00	8,700.00
	29	F&I NonWoven Geotextile	SY	186.00	0.00	186.00	-38.00	148.00	5.00	-190.00
	31	F&I 1-1/4" Trench Found Rock 60" Plus Dia	LF	1,643.00	0.00	1,643.00	-1,643.00	0.00	0.01	-16.43
	32	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	2,881.00	0.00	2,881.00	-2,881.00	0.00	0.01	-28.81





CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

CONTRACT TIME

Current Substantial Completion Date	07/31/2021	Current Final Completion Date	0.00	Additional Days Substantial Completion	0.00	Additional Days Final Completion	0.00	New Substantial Completion Date	07/31/2021	New Final Completion Date	
-------------------------------------	------------	-------------------------------	------	--	------	----------------------------------	------	---------------------------------	------------	---------------------------	--

Description

APPROVED

For Contractor

Title

*[Signature]*  
 Project Manager  
 Dilford Underground Co

APPROVED DATE

Department Head *[Signature]* 12/17/21  
 Mayor  
 Attest





**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Improvement District No. UN-21-A1  
 Project Name New Utility Construction  
 Type Utilities New  
 Description 37th St N from 44th Ave N and along 46th Ave N from 37th St to Cass County Drain 10 and North Dakota Highway 81 from 44th to 40th Ave N  
 Pay Estimate Number 8 - FINAL  
 From Date 11/10/2021 To Date 11/19/2021

The Honorable Board of City Commissioners  
 Dear Commissioners,

We advised that Dakota Underground Co Inc has performed the work to date shown on this statement

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
<b>Miscellaneous</b>								
1 Mobilization	LS	1.00	10,000.00	0.00	0.00	1.00	10,000.00	100.00
2 Topsoil - Strip & Spread	LS	1.00	25,000.00	0.00	0.00	1.00	25,000.00	100.00
3 Inlet Protection - Existing Inlet	EA	11.00	1,800.00	0.00	0.00	12.00	1,800.00	109.09
4 Silt Fence - Standard	LF	30.00	3.00	0.00	0.00	0.00	0.00	0.00
5 Stormwater Management	LS	1.00	2,500.00	0.00	0.00	1.00	2,500.00	100.00
6 Temp Construction Entrance	EA	2.00	1,500.00	0.00	0.00	0.00	0.00	0.00
7 Clear & Grub	LS	1.00	2,500.00	0.00	0.00	1.00	2,500.00	100.00
8 Fill - Import	CY	250.00	0.01	0.00	0.00	0.00	0.00	0.00
9 Site Grading	LS	1.00	25,000.00	0.00	0.00	1.00	25,000.00	100.00
10 Sediment Control Log 6" to 8" Dia	LF	150.00	3.00	192.00	576.00	192.00	576.00	128.00*



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)		
		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
11 Seeding Type A	SY	50,000.00	0.22	27,914.90	6,141.28	0.00	0.00	27,914.90	6,141.28	55.83
12 Mulching Type 1 - Hydro	SY	50,000.00	0.37	49,651.90	18,371.20	0.00	0.00	49,651.90	18,371.20	99.30
60 Rem. & Repl Landscaping	LS	1.00	4,089.80	1.00	4,089.80	0.00	0.00	1.00	4,089.80	100.00
62 Salvage Gravel	SY	620.00	8.07	620.00	5,003.40	0.00	0.00	620.00	5,003.40	100.00
63 Mobilization	LS	1.00	9,000.00	1.00	9,000.00	0.00	0.00	1.00	9,000.00	100.00
64 Site Grading	SY	5,750.00	0.67	5,750.00	3,852.50	0.00	0.00	5,750.00	3,852.50	100.00
65 Excavation	CY	84.00	51.20	84.00	4,300.80	0.00	0.00	84.00	4,300.80	100.00
66 F&I Crushed Conc - 12" Thick	SY	620.00	17.91	620.00	11,104.20	0.00	0.00	620.00	11,104.20	100.00
67 Casting to Grade - no Conc	EA	1.00	800.00	1.00	800.00	0.00	0.00	1.00	800.00	100.00
		<b>Miscellaneous Sub Total</b>		<b>130,039.18</b>	<b>130,039.18</b>	<b>0.00</b>	<b>0.00</b>	<b>130,039.18</b>	<b>130,039.18</b>	
<b>Storm Sewer</b>										
13 Rem & Repl Pavement 8" Thick Asph	SY	700.00	130.00	783.42	101,844.60	0.00	0.00	783.42	101,844.60	111.92*
14 Connect Pipe to Exist Structure	EA	3.00	2,500.00	3.00	7,500.00	0.00	0.00	3.00	7,500.00	100.00
15 F&I Tee Manhole 54"x48" Reinf Conc	EA	3.00	5,000.00	3.00	15,000.00	0.00	0.00	3.00	15,000.00	100.00
16 F&I Tee Manhole 60"x48" Reinf Conc	EA	3.00	5,900.00	3.00	17,700.00	0.00	0.00	3.00	17,700.00	100.00
17 F&I Manhole 8' Dia Reinf Conc	EA	1.00	13,000.00	1.00	13,000.00	0.00	0.00	1.00	13,000.00	100.00
18 F&I Manhole Type E Reinf Conc	EA	3.00	17,200.00	3.00	51,600.00	0.00	0.00	3.00	51,600.00	100.00
19 F&I Pipe 48" Dia Reinf Conc	LF	965.00	170.00	964.20	163,914.00	0.00	0.00	964.20	163,914.00	99.92
20 F&I Pipe 54" Dia Reinf Conc	LF	1,844.00	200.00	1,823.80	364,760.00	23.20	4,640.00	1,847.00	369,400.00	100.16
21 F&I Pipe 60" Dia Reinf Conc	LF	1,643.00	230.00	1,647.56	378,938.80	0.00	0.00	1,647.56	378,938.80	100.28



ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
22 F&I Pipe w/GB 12" Dia Reinf Conc	LF	245.50	72.00	227.70	16,394.40	0.00	0.00	227.70	16,394.40	92.75
23 F&I Pipe w/GB 54" Dia Reinf Conc	LF	72.00	290.00	102.00	29,580.00	0.00	0.00	102.00	29,580.00	141.67*
24 F&I Pipe w/GB 60" Dia Reinf Conc	LF	25.00	315.00	25.00	7,875.00	0.00	0.00	25.00	7,875.00	100.00
25 F&I Flared End Section 12" Dia Reinf Conc	EA	3.00	600.00	3.00	1,800.00	0.00	0.00	3.00	1,800.00	100.00
26 Modify Manhole	EA	1.00	2,500.00	1.00	2,500.00	0.00	0.00	1.00	2,500.00	100.00
27 Plug Pipe 14" thru 24" Dia	EA	6.00	250.00	6.00	1,500.00	0.00	0.00	6.00	1,500.00	100.00
28 F&I Gatewell	EA	1.00	220,000.00	1.00	220,000.00	0.00	0.00	1.00	220,000.00	100.00
29 F&I NonWoven Geotextile	SY	186.00	5.00	148.00	740.00	0.00	0.00	148.00	740.00	79.57
30 F&I Rip Rap Rock	CY	155.00	125.00	155.00	19,375.00	0.00	0.00	155.00	19,375.00	100.00
31 F&I 1-1/4" Trench Found Rock 60" Plus Dia	LF	1,643.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32 F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	2,881.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	245.50	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34 F&I Inlet - Special (SPI) Reinf Conc	EA	1.00	1,400.00	1.00	1,400.00	0.00	0.00	1.00	1,400.00	100.00
35 F&I Manhole 7" Dia Reinf Conc	EA	3.00	8,100.00	3.00	24,300.00	0.00	0.00	3.00	24,300.00	100.00
36 F&I Pipe w/GB 30" Dia Reinf Conc	LF	45.00	145.00	44.00	6,380.00	0.00	0.00	44.00	6,380.00	97.78
37 F&I Flared End Section 60" Dia Reinf Conc	EA	1.00	3,700.00	1.00	3,700.00	0.00	0.00	1.00	3,700.00	100.00
38 Remove Pipe All Sizes All Types	LF	100.00	30.00	120.00	3,600.00	0.00	0.00	120.00	3,600.00	120.00*
39 F&I Pipe w/GB 24" Dia Corr Steel	LF	40.00	75.00	80.00	6,000.00	0.00	0.00	80.00	6,000.00	200.00*
40 F&I Flared End Section 24" Dia Corr Steel	EA	2.00	500.00	2.00	1,000.00	0.00	0.00	2.00	1,000.00	100.00

Improvement District No: UN-21-A1

Page 3 of 6

Report Generated : 11/19/2021 3:01 PM



ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price (\$)	Previous Quantity	Previous Amount (\$)	Current Quantity	Current Amount (\$)	To Date Quantity	To Date Amount (\$)	Percentage Complete(%)
41 F&I Woven Geotextile	SY	186.00	5.00	738.69	3,693.45	0.00	0.00	738.69	3,693.45	397.15%
<b>Water Main</b>				<b>Storm Sewer Sub Total</b>				<b>1,468,735.25</b>		
42 Connect Pipe to Exst Pipe	EA	2.00	2,500.00	2.00	5,000.00	0.00	0.00	2.00	5,000.00	100.00
43 F&I Gate Valve 12" Dia	EA	3.00	3,500.00	3.00	10,500.00	0.00	0.00	3.00	10,500.00	100.00
44 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	178.00	32.00	75.20	2,406.40	0.00	0.00	75.20	2,406.40	42.25
45 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,900.00	65.00	1,837.00	119,405.00	0.00	0.00	1,837.00	119,405.00	96.68
46 F&I Fittings Ductile Iron	LB	2,000.00	10.00	1,151.00	11,510.00	0.00	0.00	1,151.00	11,510.00	57.55
47 F&I Hydrant	EA	5.00	4,700.00	5.00	23,500.00	0.00	0.00	5.00	23,500.00	100.00
48 F&I Gate Valve 6" Dia	EA	5.00	1,400.00	5.00	7,000.00	0.00	0.00	5.00	7,000.00	100.00
49 Plug Pipe 12" Dia	EA	2.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
50 F&I Insulation 4" Thick	SY	24.00	30.00	24.00	720.00	0.00	0.00	24.00	720.00	100.00
51 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1,500.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52 Remove Pipe All Sizes All Types	LF	60.00	25.00	72.00	1,800.00	0.00	0.00	72.00	1,800.00	120.00%
<b>Sanitary Sewer</b>				<b>Water Main Sub Total</b>				<b>181,841.40</b>		
53 Remove Pipe All Sizes All Types	LF	1,200.00	20.00	1,155.50	23,110.00	0.00	0.00	1,155.50	23,110.00	96.29
54 F&I Pipe SDR 26 - 36" Dia PVC	LF	240.00	415.00	191.30	79,389.50	0.00	0.00	191.30	79,389.50	79.71
55 F&I Manhole Air Release 8" Dia Reinf Conc	EA	2.00	58,000.00	2.00	116,000.00	0.00	0.00	2.00	116,000.00	100.00



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
56 F&I Force Main - Fittings	LB	12,000.00	4.70	9,295.00	43,686.50	0.00	0.00	9,295.00	43,686.50	77.46
57 Connect Pipe to Exist Pipe	EA	2.00	9,800.00	2.00	19,600.00	0.00	0.00	2.00	19,600.00	100.00
58 F&I Bollards	EA	8.00	500.00	6.00	3,000.00	0.00	0.00	6.00	3,000.00	75.00
59 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	240.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61 F&I Valve 8" Dia	EA	1.00	1,500.00	1.00	1,500.00	0.00	0.00	1.00	1,500.00	100.00
66 F&I Valve 8" Dia	EA	1.00	1,256.44	1.00	1,256.44	0.00	0.00	1.00	1,256.44	100.00
<b>Sanitary Sewer Sub Total</b>				<b>287,542.44</b>	<b>287,542.44</b>	<b>0.00</b>	<b>0.00</b>	<b>287,542.44</b>	<b>287,542.44</b>	

Summary

- 1. Original Contract Amount \$ 2,060,304.60
- 2. Net Change by Change Order \$ 40,907.14
- 3. Contract Amount To Date \$ 2,101,211.74
- 4. Total Work Completed to Date \$ 2,068,158.27
- 5. Retainage @ 0.00 % to Date \$ 101,872.98
- 6. Previous Retainage \$ 101,872.98
- 7. Retainage This Period \$ 0.00
- 8. Liquidated Damages \$ 0.00
- 0.00 Days to Date \$ 0.00
- 0.00 Days to Previous \$ 0.00
- 0.00 Days This Period \$ 0.00
- 9. Material on Hand (Payment) \$ 0.00



**ENGINEERING DEPARTMENT  
PAY ESTIMATE SHEET**

10. Material on Hand (Recovery)	\$ 0.00
11. Adjustments	\$ 0.00
12. Total Due to Date	\$ 2,068,158.27
13. Previous Payments	\$ 2,043,143.57
14. Payment Due This Estimate	\$ 25,014.60
15. Amount allowed Pay Estimate # 8 - FINAL	\$ 25,014.60

**WorkFlow History**

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator, Division Head, Project Manager	11/19/2021	rtluck	StageInitialized			
Draft	Administrator, Division Head, Project Manager	11/19/2021	rtluck	Complete			
Completed	Administrator, Department Head, Division Head	11/19/2021	rtluck	StageInitialized			

  
 D Kora  
 UWDORGE  
 Co  
 11/22/21

November 10, 2021

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

480  
CITY COMMISSION ACTION  
11/29/21 delayed 2 week

Re: Improvement District No. BN-21-L1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, November 10, 2021, for New Paving and Utility Construction, Improvement District No. BN-21-L1, located at Radio Addition.

The bids were as follows:

Northern Improvement Company	\$2,006,000.25
KPH, Inc.	\$2,052,316.00
Dakota Underground Company.	\$2,054,727.23
Engineer's Estimate	\$1,530,671.50

The special assessment escrow is not required.

Even though the bids received were 31% higher than the original Engineer's Estimate, we believe the bids to be fair and competitive. The original Engineer's Estimate was created in early August 2021 and anticipated underground utilities to be installed in 2021 and paving to be installed in 2022. The anticipated construction timeline changed due to delays caused by the Developer in the plat approval. The new construction timeline will require all underground utilities and paving to be installed in 2022. This new construction timeline increased project costs by approximately \$100,000. Another item that caused an increase in cost was the inclusion of additional work items, which were added at the request of the Developer. These added work items increased the project cost another \$100,000 from the original estimate. Including these two items would bring the revised Engineer's Estimate to \$1,727,003.

Taking these items into consideration, this office recommends award of the contract to Northern Improvement Company in the amount of \$2,006,000.25 as the lowest and best bid. No protests have been received.

Sincerely,



Tom Knakmuhs  
Assistant City Engineer

TAK/jmg

**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # BN-21-L1**

**New Paving and Utility Construction**

Radio Addition

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the 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:

New Paving and Utility Construction Improvement District # BN-21-L1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Sanitary Sewer</b>				
1 F&I Manhole 4' Dia Reinf Conc	EA	5.00	7,650.00	38,250.00
2 F&I Pipe SDR 26 - 8" Dia PVC	LF	270.00	62.00	16,740.00
3 F&I Pipe SDR 35 - 10" Dia PVC	LF	35.00	72.00	2,520.00
4 F&I Pipe SDR 35 - 12" Dia PVC	LF	582.00	72.00	41,904.00
5 Connect Pipe to Exist Pipe	EA	1.00	730.00	730.00
6 Plug Pipe 10" Dia	EA	1.00	720.00	720.00
7 F&I Pipe SDR 26 - 6" Dia PVC	LF	58.00	62.00	3,596.00
			<b>Sanitary Sewer Total</b>	<b>104,460.00</b>
<b>Cass Rural Water User District</b>				
8 Connect Pipe to Exist Pipe	EA	1.00	5,150.00	5,150.00
9 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	15.00	51.50	772.50
10 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	890.00	69.35	61,721.50
11 F&I Hydrant	EA	3.00	5,100.00	15,300.00
12 F&I Hydrant Ext. 6" High	EA	2.00	930.00	1,860.00
13 F&I Hydrant Ext. 12" High	EA	2.00	1,030.00	2,060.00
14 F&I Tapping Sleeve & Valve 36"x8"	EA	1.00	8,035.00	8,035.00
15 F&I Valve 6" Dia	EA	3.00	1,775.00	5,325.00
16 F&I Valve 8" Dia	EA	3.00	2,175.00	6,525.00
17 F&I Fittings C153 Ductile Iron	LB	2,184.00	10.50	22,932.00
			<b>Cass Rural Water User District Total</b>	<b>129,681.00</b>
<b>Water Main - COF</b>				
18 F&I Valve 36" Dia	EA	1.00	66,300.00	66,300.00
19 Connect Pipe to Exist Pipe	EA	2.00	5,100.00	10,200.00
20 F&I Fittings C153 Ductile Iron	LB	750.00	36.00	27,000.00
21 Remove Pipe All Sizes All Types	LF	10.00	21.00	210.00
22 F&I Pipe Class 53 - 36" Dia Ductile Iron	LF	10.00	725.00	7,250.00
			<b>Water Main - COF Total</b>	<b>110,960.00</b>
<b>Storm Sewer</b>				
23 Remove Pipe All Sizes All Types	LF	160.00	10.50	1,680.00
24 F&I Manhole 4' Dia Reinf Conc	EA	4.00	5,260.00	21,040.00
25 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	6,800.00	13,600.00
26 F&I Manhole 5' Dia Reinf Conc	EA	1.00	9,270.00	9,270.00
27 F&I Inlet - Manhole (MHI) 7' Dia Reinf Conc	EA	2.00	12,360.00	24,720.00
28 F&I Crossing Chamber 7' Dia Reinf Conc	EA	1.00	17,250.00	17,250.00
29 F&I Inlet - Double Box (DBI) Reinf Conc	EA	6.00	4,030.00	24,180.00



**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # BN-21-L1**

**New Paving and Utility Construction**

30 F&I Inlet - Round (RDI) Reinf Conc	EA	4.00	1,960.00	7,840.00
31 F&I Pipe 12" Dia	LF	255.00	60.00	15,300.00
32 F&I Pipe 15" Dia	LF	100.00	64.00	6,400.00
33 F&I Pipe 18" Dia	LF	140.00	74.50	10,430.00
34 F&I Pipe 21" Dia	LF	20.00	82.50	1,650.00
35 F&I Pipe 24" Dia	LF	225.00	82.50	18,562.50
36 F&I Pipe w/GB 15" Dia Reinf Conc	LF	100.00	74.50	7,450.00
37 F&I Pipe w/GB 18" Dia Reinf Conc	LF	245.00	84.50	20,702.50
38 F&I Pipe w/GB 21" Dia Reinf Conc	LF	70.00	93.00	6,510.00
39 Connect Pipe to Exist Structure	EA	4.00	1,030.00	4,120.00
40 Connect Pipe to Exist Pipe	EA	2.00	725.00	1,450.00
			<b>Storm Sewer Total</b>	<b>212,155.00</b>

**Paving**

41 Salvage Gate	LS	1.00	4,200.00	4,200.00
42 Topsoil - Strip	CY	7,975.00	4.50	35,887.50
43 Remove Curb & Gutter	LF	470.00	4.25	1,997.50
44 Remove Driveway All Thicknesses All Types	SY	15.50	10.00	155.00
45 Remove Shared Use Path 5" Thick Conc	SY	100.00	10.00	1,000.00
46 Remove Pavement All Thicknesses All Types	SY	2,300.00	2.95	6,785.00
47 Remove Pavement All Thicknesses Asph	SY	905.00	4.50	4,072.50
48 Remove Pavement 8" Thick Conc	SY	40.00	9.50	380.00
49 Remove Pavement 10" Thick Conc	SY	560.00	9.50	5,320.00
50 Excavation	CY	8,265.00	6.85	56,615.25
51 Subgrade Preparation	SY	8,725.00	1.20	10,470.00
52 Subcut	CY	2,910.00	4.00	11,640.00
53 F&I Woven Geotextile	SY	8,725.00	1.45	12,651.25
54 F&I Class 5 Agg - 12" Thick	SY	8,725.00	11.35	99,028.75
55 F&I Edge Drain 4" Dia PVC	LF	3,160.00	10.40	32,864.00
56 F&I Curb & Gutter Standard (Type II)	LF	3,160.00	24.00	75,840.00
57 F&I Pavement 8" Thick Doweled Conc	SY	175.00	97.00	16,975.00
58 F&I Pavement 10" Thick Doweled Conc	SY	7,500.00	89.00	667,500.00
59 F&I Sidewalk 4" Thick Reinf Conc	SY	75.00	58.50	4,387.50
60 F&I Sidewalk 6" Thick Reinf Conc	SY	180.00	66.50	11,970.00
61 F&I Shared Use Path 5" Thick Reinf Conc	SY	2,100.00	48.00	100,800.00
62 F&I Det Warn Panels Cast Iron	SF	256.00	38.00	9,728.00
63 F&I Driveway 7" Thick Reinf Conc	SY	800.00	65.00	52,000.00
64 GV Box to Grade - Blvd	EA	5.00	270.00	1,350.00
65 Casting to Grade - Blvd	EA	21.00	330.00	6,930.00
66 Casting to Grade - w/Conc	EA	9.00	1,060.00	9,540.00
67 Mulching Type 1 - Hydro	SY	29,200.00	0.46	13,432.00
68 Seeding Type C	SY	29,200.00	0.34	9,928.00
69 Inlet Protection - Existing Inlet	EA	10.00	205.00	2,050.00
70 Inlet Protection - New Inlet	EA	12.00	205.00	2,460.00
71 Stormwater Management	LS	1.00	3,550.00	3,550.00
72 Temp Construction Entrance	EA	2.00	1,000.00	2,000.00
73 Traffic Control - Type 2	LS	1.00	16,500.00	16,500.00

**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # BN-21-L1**

**New Paving and Utility Construction**

74 Boulevard Grading	SY	1,000.00	3.65	3,650.00
			<b>Paving Total</b>	1,293,657.25
<b>Pavement Markings</b>				
75 F&I Grooved Contrast Film 7" Wide	LF	2,160.00	14.50	31,320.00
76 F&I Grooved Contrast Film 11" Wide	LF	500.00	25.75	12,875.00
77 F&I Contrast Tape Messages	SF	128.00	45.35	5,804.80
78 F&I Grooved Plastic Film 16" Wide	LF	37.00	25.75	952.75
79 F&I Grooved Plastic Film 24" Wide	LF	150.00	42.25	6,337.50
			<b>Pavement Markings Total</b>	57,290.05
<b>Signing</b>				
80 F&I High Intensity Prismatic	SF	10.00	23.50	235.00
81 F&I Diamond Grade Cubed	SF	19.70	25.50	502.35
82 F&I Sign Assembly & Anchor	EA	4.00	155.00	620.00
83 F&I Barricade Type III	EA	3.00	685.00	2,055.00
			<b>Signing Total</b>	3,412.35
<b>Street Lighting</b>				
84 F&I Base 6' Deep Reinf Conc	EA	9.00	620.00	5,580.00
85 F&I Conductor #6 USE Cu	LF	4,608.00	2.40	11,059.20
86 F&I Innerduct 1.5" Dia	LF	1,536.00	5.15	7,910.40
87 F&I Luminaire Type A	EA	9.00	620.00	5,580.00
88 F&I Pull Box	EA	1.00	1,030.00	1,030.00
89 F&I Light Standard Type A	EA	9.00	2,575.00	23,175.00
			<b>Street Lighting Total</b>	54,334.60
<b>Traffic Signal-Communications</b>				
90 Salvage Signal Standard	EA	1.00	1,545.00	1,545.00
91 Remove Foundation Type IV/Combo	EA	1.00	2,575.00	2,575.00
92 F&I Foundation Type IV/Combo	EA	1.00	3,910.00	3,910.00
93 Install Signal Standard Combo - 47' MA	EA	1.00	4,325.00	4,325.00
94 Remove Foundation Type V	EA	1.00	515.00	515.00
95 F&I Foundation Type V	EA	1.00	620.00	620.00
96 Relocate Signal Standard Type V	EA	1.00	875.00	875.00
97 Relocate Pull Box	EA	1.00	620.00	620.00
98 Salvage Signal Standard Type V	EA	1.00	210.00	210.00
99 F&I Signal Standard Type V 17.5' High	EA	1.00	2,950.00	2,950.00
100 F&I Head 4 Sect w/12" LED Post Mtd	EA	1.00	1,250.00	1,250.00
101 F&I Head 4 Sect w/12" LED MA Mtd	EA	1.00	1,000.00	1,000.00
102 F&I Signal Cable Loop Lead-in	LF	1,000.00	0.80	800.00
103 F&I Detection Preformed Loop	EA	9.00	1,545.00	13,905.00
104 Furnish Traffic Signal Equipment	LS	1.00	4,950.00	4,950.00
			<b>Traffic Signal-Communications Total</b>	40,050.00
			<b>Total Construction in \$</b>	<b>2,006,000.25</b>
		Engineering	10.00 %	200,600.03
		Legal & Misc	3.00 %	60,180.01
		Contingencies	5.00 %	100,300.01
		Administration	4.00 %	80,240.01

ENGINEER'S STATEMENT OF ESTIMATED COST

**IMPROVEMENT DISTRICT # BN-21-L1**

**New Paving and Utility Construction**

Interest	4.00 %	80,240.01
<b>Total Estimated Costs</b>		<b>2,527,560.32</b>
Cass Rural WUD Funds		163,398.06
Special Assessments		2,224,352.66
Sales Tax Funds - Water - 450		139,809.60
<b>Unfunded Costs</b>		<b>0.00</b>

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

Date: 11/12/2021



Tom Knakmuhs

Assistant City Engineer



(486)

December 8, 2021

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BN-22-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, December 8, 2021, for New Paving and Utility Construction, Improvement District No. BN-22-A1, located at 45<sup>th</sup> Street South between 52<sup>nd</sup> Avenue South and 64<sup>th</sup> Avenue South, 64<sup>th</sup> Avenue South between 38<sup>th</sup> Street South and 45<sup>th</sup> Street South.

The bids were as follows:

Dakota Underground Co., Inc.	\$11,675,967.59
KPH, Inc.	\$12,417,150.57
Northern Improvement Co.	\$12,804,678.29
Ames Construction	\$14,447,930.90

Engineer's Estimate	\$11,623,341.60
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The special assessment escrow is not required.

One protest was received amounting to less than 1% of the Improvement District. We recommend that the protests be declared insufficient and the contract be awarded to Dakota Underground Co., Inc. in the amount of \$11,675,967.59 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs  
Assistant City Engineer

TAK/klo

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-22-A1****New Paving and Utility Construction**

45th Street South between 52nd Avenue S and 64th Avenue South. 64th Avenue South between 38th Street S and 45th Street S

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the 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:

New Paving and Utility Construction Improvement District # BN-22-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Sanitary Sewer</b>				
1 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1,726.00	0.01	17.26
2 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	295.00	0.01	2.95
3 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	6,046.00	0.01	60.46
4 F&I Manhole 6' Dia Reinf Conc	EA	13.00	19,500.00	253,500.00
5 F&I Manhole 8' Dia Reinf Conc	EA	1.00	34,000.00	34,000.00
6 Modify Manhole	EA	8.00	8,200.00	65,600.00
7 Connect Pipe to Exist Structure	EA	1.00	5,200.00	5,200.00
8 Connect Pipe to Exist Pipe	EA	3.00	1,000.00	3,000.00
9 F&I Pipe SDR 26 - 8" Dia PVC	LF	55.00	57.00	3,135.00
10 F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	90.00	90.00	8,100.00
11 F&I Pipe SDR 35 - 12" Dia PVC	LF	1,241.00	65.00	80,665.00
12 F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	340.00	130.00	44,200.00
13 F&I Pipe SDR 35 - 15" Dia PVC	LF	295.00	76.00	22,420.00
14 F&I Pipe SDR 35 - 36" Dia PVC	LF	5,896.00	290.00	1,709,840.00
15 F&I Pipe w/GB SDR 35 - 36" Dia PVC	LF	150.00	400.00	60,000.00
16 F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	2.00	10,555.00	21,110.00
17 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	54.00	60.00	3,240.00
18 F&I Pipe SDR 26 - 6" Dia PVC	LF	82.00	40.00	3,280.00
			<b>Sanitary Sewer Total</b>	<b>2,317,370.67</b>
<b>Water Main - COF (North of 64th Ave)</b>				
19 F&I Fittings C153 Ductile Iron	LB	4,316.00	9.30	40,138.80
20 F&I Hydrant	EA	4.00	4,800.00	19,200.00
21 Connect Pipe to Exist Pipe	EA	3.00	1,000.00	3,000.00
22 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	60.00	35.00	2,100.00
23 F&I Pipe C900 DR 18 - 10" Dia PVC	LF	294.00	59.00	17,346.00
24 F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	151.00	82.00	12,382.00
25 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	490.00	70.00	34,300.00
26 F&I Pipe C900 DR 18 - 16" Dia PVC	LF	4,879.00	103.00	502,537.00
27 F&I Pipe C900 DR 18 - 20" Dia PVC	LF	3.00	340.00	1,020.00
28 F&I Gate Valve 6" Dia	EA	4.00	1,400.00	5,600.00
29 F&I Gate Valve 10" Dia	EA	2.00	3,000.00	6,000.00
30 F&I Gate Valve 16" Dia	EA	11.00	12,000.00	132,000.00
31 F&I Meter Vault	EA	1.00	100,000.00	100,000.00
32 Install Electrical Service	LS	1.00	500.00	500.00



**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # BN-22-A1**

**New Paving and Utility Construction**

				Water Main - COF (North of 64th Ave) Total	876,123.80
<b>CRWUD</b>					
33 F&I Fittings C153 Ductile Iron	LB	3,407.00	9.20	31,344.40	
34 F&I Hydrant	EA	9.00	4,775.00	42,975.00	
35 Connect Pipe to Exist Pipe	EA	1.00	2,500.00	2,500.00	
36 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	142.00	35.00	4,970.00	
37 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	36.00	63.00	2,268.00	
38 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	191.00	50.00	9,550.00	
39 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	108.00	70.00	7,560.00	
40 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	927.00	70.00	64,890.00	
41 F&I Pipe C900 DR 18 - 16" Dia PVC	LF	3,657.00	103.00	376,671.00	
42 F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	72.00	130.00	9,360.00	
43 F&I Gate Valve 6" Dia	EA	10.00	1,400.00	14,000.00	
44 F&I Gate Valve 8" Dia	EA	4.00	2,200.00	8,800.00	
45 F&I Gate Valve 12" Dia	EA	1.00	3,650.00	3,650.00	
46 F&I Gate Valve 16" Dia	EA	3.00	12,000.00	36,000.00	
47 F&I Hydrant Ext. 6" High	EA	3.00	1,250.00	3,750.00	
48 F&I Hydrant Ext. 12" High	EA	3.00	1,400.00	4,200.00	
49 F&I Hydrant Ext. 18" High	EA	3.00	1,500.00	4,500.00	
				<b>CRWUD Total</b>	<b>626,988.40</b>
<b>Storm Sewer</b>					
50 F&I Manhole 4' Dia Reinf Conc	EA	2.00	2,900.00	5,800.00	
51 F&I Manhole 5' Dia Reinf Conc	EA	3.00	5,200.00	15,600.00	
52 F&I Manhole 6' Dia Reinf Conc	EA	4.00	6,800.00	27,200.00	
53 F&I Manhole 7' Dia Reinf Conc	EA	5.00	9,700.00	48,500.00	
54 F&I Manhole Type E Reinf Conc	EA	3.00	12,000.00	36,000.00	
55 Modify Manhole	EA	6.00	2,500.00	15,000.00	
56 Connect Pipe to Exist Structure	EA	2.00	1,000.00	2,000.00	
57 F&I Saddle Manhole Reinf Conc	EA	1.00	2,500.00	2,500.00	
58 F&I Inlet - Single Box (SBI) Reinf Conc	EA	6.00	2,800.00	16,800.00	
59 F&I Inlet - Double Box (DBI) Reinf Conc	EA	17.00	4,800.00	81,600.00	
60 F&I Inlet - Round (RDI) Reinf Conc	EA	7.00	1,950.00	13,650.00	
61 F&I Pipe 12" Dia	LF	308.00	47.00	14,476.00	
62 F&I Pipe 18" Dia	LF	329.00	52.00	17,108.00	
63 F&I Pipe 18" Dia Reinf Conc	LF	141.00	52.00	7,332.00	
64 F&I Pipe w/GB 18" Dia Reinf Conc	LF	607.00	68.00	41,276.00	
65 F&I Pipe 24" Dia Reinf Conc	LF	367.00	63.00	23,121.00	
66 F&I Pipe 24" Dia	LF	444.00	63.00	27,972.00	
67 Connect Pipe to Exist Pipe	EA	2.00	500.00	1,000.00	
68 F&I Pipe 24" Dia Corr Steel	LF	262.00	77.00	20,174.00	
69 F&I Pipe w/GB 24" Dia Reinf Conc	LF	133.00	90.00	11,970.00	
70 F&I Pipe 30" Dia Reinf Conc	LF	240.00	91.00	21,840.00	
71 F&I Pipe 30" Dia	LF	828.00	91.00	75,348.00	
72 F&I Pipe w/GB 30" Dia Reinf Conc	LF	156.00	125.00	19,500.00	
73 F&I Pipe 33" Dia	LF	400.00	104.00	41,600.00	



**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # BN-22-A1**

**New Paving and Utility Construction**

74 F&I Pipe 36" Dia	LF	992.00	115.00	114,080.00
75 F&I Pipe 42" Dia Reinf Conc	LF	825.00	159.00	131,175.00
76 F&I Pipe w/GB 42" Dia Reinf Conc	LF	76.00	184.00	13,984.00
77 F&I Pipe 48" Dia Reinf Conc	LF	697.00	189.00	131,733.00
78 F&I Flared End Section 12" Dia Reinf Conc	EA	2.00	1,100.00	2,200.00
79 F&I Flared End Section 24" Dia Corr Steel	EA	10.00	750.00	7,500.00
80 F&I Flared End Section 36" Dia Reinf Conc	EA	2.00	3,200.00	6,400.00
81 F&I Pipe w/GB 36" Dia Reinf Conc	LF	30.00	150.00	4,500.00
82 F&I Pipe w/GB 48" Dia Reinf Conc	LF	30.00	220.00	6,600.00
			<b>Storm Sewer Total</b>	<b>1,005,539.00</b>

**Paving**

83 Clear & Grub	LS	1.00	2,500.00	2,500.00
84 Remove Pavement All Thicknesses All Types	SY	520.00	15.00	7,800.00
85 Remove Curb & Gutter	LF	200.00	10.00	2,000.00
86 F&I Shared Use Path All Thicknesses All Types	SY	92.00	65.00	5,980.00
87 Rem & Repl Casting - Std Manhole	EA	4.00	2,200.00	8,800.00
88 Topsoil - Strip	CY	64,600.00	3.00	193,800.00
89 Excavation	CY	54,700.00	7.00	382,900.00
90 Subcut	CY	34,646.00	5.00	173,230.00
91 Subgrade Preparation	SY	56,406.00	1.50	84,609.00
92 F&I Woven Geotextile	SY	56,406.00	1.50	84,609.00
93 F&I Edge Drain 4" Dia PVC	LF	14,250.00	9.00	128,250.00
94 F&I Class 5 Agg - 8" Thick	SY	22,462.00	9.50	213,389.00
95 F&I Class 5 Agg - 12" Thick	SY	36,600.00	13.90	508,740.00
96 F&I Curb & Gutter Standard (Type II)	LF	16,210.00	23.00	372,830.00
97 F&I Median Nose - Conc	SY	15.00	160.00	2,400.00
98 F&I Pavement 10" Thick Doweled Conc	SY	30,600.00	75.00	2,295,000.00
99 F&I Sidewalk 4" Thick Reinf Conc	SY	450.00	50.00	22,500.00
100 F&I Sidewalk 6" Thick Reinf Conc	SY	150.00	55.00	8,250.00
101 F&I Sidewalk 5" Thick Reinf Conc	SY	8,610.00	50.00	430,500.00
102 F&I Driveway 7" Thick Reinf Conc	SY	150.00	60.00	9,000.00
103 F&I Det Warn Panels Cast Iron	SF	516.00	53.00	27,348.00
104 F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	8,800.00	79.00	695,200.00
105 Casting to Grade - Blvd	EA	30.00	275.00	8,250.00
106 Casting to Grade - w/Conc	EA	31.00	450.00	13,950.00
107 GV Box to Grade - Blvd	EA	35.00	200.00	7,000.00
108 Seeding Type B	SY	46,510.00	0.44	20,464.40
109 Seeding Type C	SY	100,000.00	0.42	42,000.00
110 Mulching Type 1 - Hydro	SY	146,510.00	0.40	58,604.00
111 Temp Construction Entrance	EA	2.00	0.01	0.02
112 Sediment Control Log 6" to 8" Dia	LF	1,000.00	2.10	2,100.00
113 Inlet Protection - New Inlet	EA	28.00	200.00	5,600.00
114 Inlet Protection - Existing Inlet	EA	18.00	150.00	2,700.00
115 Traffic Control - Type 2	LS	1.00	15,000.00	15,000.00
116 Remove Shared Use Path All Thicknesses All Types	SY	92.00	10.00	920.00
117 F&I Impressed 5" Thick Reinf Conc	SY	440.00	100.00	44,000.00



**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # BN-22-A1**

**New Paving and Utility Construction**

				<b>Paving Total</b>	5,880,223.42
<b>Pavement Markings</b>					
118 F&I Contrast Tape Messages	SF	736.00	47.00	34,592.00	
119 F&I Grooved Plastic Film 6" Wide	LF	232.00	10.50	2,436.00	
120 F&I Grooved Plastic Film 16" Wide	LF	78.00	24.00	1,872.00	
121 F&I Grooved Contrast Film 7" Wide	LF	13,480.00	14.00	188,720.00	
122 F&I Grooved Contrast Film 11" Wide	LF	2,958.00	21.00	62,118.00	
123 Paint Epoxy Line 4" Wide	LF	6,910.00	3.15	21,766.50	
124 Paint Epoxy Line 6" Wide	LF	237.00	8.40	1,990.80	
125 Paint Epoxy Line 8" Wide	LF	100.00	6.30	630.00	
126 Paint Epoxy Line 16" Wide	LF	56.00	15.75	882.00	
127 Paint Epoxy Message	SF	336.00	15.75	5,292.00	
128 Obliterate Pavement Markings	SF	500.00	7.35	3,675.00	
				<b>Pavement Markings Total</b>	323,974.30
<b>Traffic Signals</b>					
129 F&I Signal Standard Type V 10' High	EA	1.00	2,950.00	2,950.00	
130 F&I Signal Standard Type V 17.5' High	EA	6.00	3,450.00	20,700.00	
131 F&I Detection Preformed Loop	EA	9.00	1,900.00	17,100.00	
132 F&I Pull Box Polymer Conc	EA	1.00	6,800.00	6,800.00	
133 F&I Pull Box PVC	EA	10.00	1,050.00	10,500.00	
134 F&I Signal Cable Loop Lead-in	LF	2,310.00	1.60	3,696.00	
135 F&I Conduit 2" Dia	LF	8,535.00	5.25	44,808.75	
136 F&I Fiber Optic Cable	LF	9,500.00	1.60	15,200.00	
137 F&I Fiber Optic Terminations & Equip	LS	1.00	6,300.00	6,300.00	
138 Modify Traffic Signal System	LS	1.00	8,400.00	8,400.00	
139 Modify Equipment Cabinet & Controller	EA	1.00	1,575.00	1,575.00	
				<b>Traffic Signals Total</b>	138,029.75
<b>Signing</b>					
140 Remove Sign Assembly	EA	2.00	35.00	70.00	
141 F&I Sign Assembly	EA	2.00	90.00	180.00	
142 F&I Sign Assembly & Anchor	EA	21.00	160.00	3,360.00	
143 F&I Diamond Grade Cubed	SF	101.00	25.00	2,525.00	
144 F&I High Intensity Prismatic	SF	116.00	23.00	2,668.00	
145 F&I Barricade Type III	EA	8.00	700.00	5,600.00	
146 Modify Traffic Signal System	LS	4.00	600.00	2,400.00	
				<b>Signing Total</b>	16,803.00
<b>Street Lights</b>					
147 F&I Feed Point	EA	2.00	8,400.00	16,800.00	
148 F&I Base 5' Deep Reinf Conc	EA	10.00	420.00	4,200.00	
149 F&I Base 6' Deep Reinf Conc	EA	5.00	470.00	2,350.00	
150 F&I Base 7' Deep Reinf Conc	EA	38.00	525.00	19,950.00	
151 F&I Conductor #6 USE Cu	LF	39,729.00	2.65	105,281.85	
152 F&I Innerduct 1.5" Dia	LF	14,637.00	4.20	61,475.40	
153 F&I Luminaire Type A	EA	38.00	575.00	21,850.00	
154 F&I Luminaire Type B	EA	10.00	1,470.00	14,700.00	





**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # BN-22-A1**

**New Paving and Utility Construction**

155 F&I Luminaire Type C	EA	5.00	575.00	2,875.00
156 F&I Pull Box	EA	2.00	1,050.00	2,100.00
157 F&I Light Standard Type A	EA	38.00	3,150.00	119,700.00
158 F&I Light Standard Type B	EA	10.00	2,400.00	24,000.00
159 F&I Light Standard Type C	EA	5.00	2,625.00	13,125.00
<b>Street Lights Total</b>				<b>408,407.25</b>

**64th Avenue - Salvage Gravel**

160 F&I Traffic Surface Gravel	TON	4,500.00	12.00	54,000.00
161 F&I Woven Geotextile	SY	8,560.00	1.80	15,408.00
<b>64th Avenue - Salvage Gravel Total</b>				<b>69,408.00</b>

**Miscellaneous**

162 Mulching Type 2 - Straw	SY	30,000.00	0.11	3,300.00
163 Seeding Type A	SY	30,000.00	0.16	4,800.00
164 Stormwater Management	LS	1.00	5,000.00	5,000.00
<b>Miscellaneous Total</b>				<b>13,100.00</b>

**Total Construction in \$ 11,675,967.59**

Engineering	10.00 %	1,167,596.76
Legal & Misc	3.00 %	350,279.03
Contingencies	5.00 %	583,798.38
Administration	4.00 %	467,038.70
Interest	4.00 %	467,038.70
Miscellaneous	8.76 %	1,022,814.76

**Total Estimated Costs 15,734,533.92**

Cass Rural WUD Funds	790,005.38
Sales Tax Funds - Wastewater - 455	1,323,819.00
Utility Funds - Water - 501	126,630.00
Sales Tax Funds - Infrastructure - 420	147,454.08
Special Assessments	13,346,625.90

**Unfunded Costs -0.44**

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

Date: 12/08/2021

Tom Knakmuhs

Assistant City Engineer





December 8, 2021

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BR-22-B1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, December 8, 2021, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-22-B1, located on 7<sup>th</sup> Avenue North from 1/2 block east of 2<sup>nd</sup> Street to Elm Street. On Oak Street North from the BNSF Rail Road tracks to 8th Avenue North.

The bids were as follows:

Key Contracting, Inc.	\$ 2,333,313.10
Border States Paving, Inc.	\$ 2,338,223.32
Dakota Underground Co.	\$ 2,442,021.97
Northern Improvement Co.	\$ 2,522,154.17
KPH, Inc.	\$ 2,689,920.15
Engineer's Estimate	\$ 2,262,280.70

The special assessment escrow is not required.

This office recommends award of the contract to Key Contracting, Inc. in the amount of \$2,333,313.10 as the lowest and best bid. No protests have been received.

Sincerely,

Tom Knakmuhs  
Assistant City Engineer

TAK/klb



**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # BR-22-B1**

**Paving and Utility Rehab/Reconstruction**

On 7th Avenue North from 1/2 Block East of 2nd Street to Elm Street.  
On Oak Street North from the BNSF Rail Road Tracks to 8th Avenue North.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and  
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the 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-22-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Sanitary Sewer</b>					
1	Remove Pipe All Sizes All Types	LF	175.00	20.00	3,500.00
2	Remove Manhole	EA	4.00	500.00	2,000.00
3	Eliminate Sewer Service	EA	4.00	2,500.00	10,000.00
4	Spot Repair Pipe w/GB	EA	2.00	6,500.00	13,000.00
5	F&I Manhole 4' Dia Reinf Conc	EA	2.00	5,500.00	11,000.00
6	F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	12,750.00	12,750.00
7	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	700.00	81.00	56,700.00
8	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	44.00	95.00	4,180.00
9	F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	54.00	98.00	5,292.00
10	Bore Pipe SDR 26 - 6" Dia PVC	LF	70.00	150.00	10,500.00
11	Connect Pipe to Exist Structure	EA	1.00	2,500.00	2,500.00
12	Connect Pipe to Exist Pipe	EA	9.00	1,500.00	13,500.00
13	Connect Sewer Service	EA	33.00	650.00	21,450.00
14	Clean Pipe All Sizes All Types	LF	1,275.00	6.00	7,650.00
15	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	73.00	120.00	8,760.00
<b>Sanitary Sewer Total</b>					<b>182,782.00</b>
<b>Water Main Replacement</b>					
16	Remove Pipe All Sizes All Types	LF	1,634.00	20.00	32,680.00
17	Eliminate Water Service	EA	1.00	850.00	850.00
18	F&I Hydrant	EA	6.00	5,950.00	35,700.00
19	F&I Fittings C153 Ductile Iron	LB	2,450.00	12.00	29,400.00
20	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	15.00	65.00	975.00
21	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	121.00	48.00	5,808.00
22	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	1,782.00	85.00	151,470.00
23	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	192.00	110.00	21,120.00
24	F&I Gate Valve 6" Dia	EA	11.00	1,950.00	21,450.00
25	F&I Gate Valve 8" Dia	EA	6.00	2,550.00	15,300.00
26	F&I Gate Valve 10" Dia	EA	2.00	2,850.00	5,700.00
27	Furnish Temp Water Svc	EA	37.00	1,500.00	55,500.00
28	F&I Pipe w/GB 1" Dia Water Service	LF	1,006.00	55.00	55,330.00
29	F&I Pipe w/GB 1.5" Dia Water Service	LF	178.00	65.00	11,570.00
30	Bore Pipe 1" Dia Water Service	LF	160.00	65.00	10,400.00
31	Rem & Repl CS & Box 1" Dia	EA	36.00	650.00	23,400.00
32	Rem & Repl CS & Box 1.5" Dia	EA	1.00	850.00	850.00
33	Connect Water Service	EA	37.00	450.00	16,650.00



**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # BR-22-B1**

**Paving and Utility Rehab/Reconstruction**

34: F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	36.00	3,600.00
35: F&I Gate Valve 4" Dia	EA	2.00	2,850.00	5,700.00
<b>Water Main Replacement Total</b>				<b>503,453.00</b>
<b>Storm Sewer</b>				
36 Remove Pipe All Sizes All Types	LF	593.00	20.00	11,860.00
37: Remove Manhole	EA	11.00	500.00	5,500.00
38: Remove Inlet	EA	16.00	500.00	8,000.00
39 F&I Inlet - Single Box (SBI) Reinf Conc	EA	14.00	2,950.00	41,300.00
40: F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	5.00	5,500.00	27,500.00
41 F&I Manhole 4' Dia Reinf Conc	EA	10.00	3,250.00	32,500.00
42 F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	1,850.00	1,850.00
43 Modify Manhole	EA	1.00	2,500.00	2,500.00
44 F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	521.00	68.00	35,428.00
45 F&I Pipe w/GB 15" Dia Reinf Conc	LF	173.00	52.50	9,082.50
46: F&I Pipe w/GB 18" Dia Reinf Conc	LF	54.00	56.60	3,056.40
47 F&I Pipe w/GB 21" Dia Reinf Conc	LF	644.00	65.50	42,182.00
48 Connect Pipe to Exist Structure	EA	2.00	1,500.00	3,000.00
49 Connect Pipe to Exist Pipe	EA	5.00	650.00	3,250.00
50: F&I Controlled Density Fill	CY	130.00	150.00	19,500.00
51 Spot Repair Pipe w/GB	EA	1.00	6,500.00	6,500.00
<b>Storm Sewer Total</b>				<b>253,008.90</b>
<b>Paving</b>				
52 Traffic Control - Type 1	LS	1.00	12,000.00	12,000.00
53 Temp Fence - Safety	LS	1.00	14,000.00	14,000.00
54 Remove Pavement All Thicknesses All Types	SY	7,660.00	18.00	137,880.00
55 Remove Curb & Gutter	LF	4,567.00	10.00	45,670.00
56 Remove Driveway All Thicknesses All Types	SY	986.00	15.00	14,790.00
57 Remove Sidewalk All Thicknesses All Types	SY	2,072.00	15.00	31,080.00
58 Subgrade Preparation	SY	9,693.00	4.00	38,772.00
59 F&I Woven Geotextile	SY	9,693.00	2.50	24,232.50
60 F&I Class 5 Agg - 8" Thick	SY	9,693.00	12.00	116,316.00
61 F&I Edge Drain 4" Dia PVC	LF	4,732.00	13.00	61,516.00
62 F&I Curb & Gutter Standard (Type II)	LF	4,732.00	28.00	132,496.00
63 F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	3,746.00	86.90	325,527.40
64 F&I Pavement 7" Thick Reinf Conc	SY	9.00	85.00	765.00
65 F&I Sidewalk 4" Thick Reinf Conc	SY	2,050.00	52.00	106,600.00
66 F&I Sidewalk 6" Thick Reinf Conc	SY	118.00	60.00	7,080.00
67 F&I Det Warn Panels Cast Iron	SF	264.00	55.00	14,520.00
68 F&I Driveway 6" Thick Reinf Conc	SY	986.00	60.00	59,160.00
69 F&I Casting - Water Service	EA	6.00	350.00	2,100.00
70 Rem & Repl Casting - Self Leveling	EA	1.00	1,500.00	1,500.00
71 Rem & Repl Casting - Std Manhole	EA	3.00	950.00	2,850.00
72 Rem & Repl Casting - Inlet	EA	2.00	500.00	1,000.00
73 Casting to Grade - no Conc	EA	33.00	350.00	11,550.00
74 Casting to Grade - Blvd	EA	7.00	200.00	1,400.00
75 GV Box to Grade - no Conc	EA	9.00	275.00	2,475.00



**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # BR-22-B1**

**Paving and Utility Rehab/Reconstruction**

76 GV Box to Grade - Blvd	EA	11.00	200.00	2,200.00
77 Boulevard Grading	SY	8,000.00	8.00	64,000.00
78 Seeding Type C	SY	8,000.00	2.00	16,000.00
79 Mulching Type 1 - Hydro	SY	8,000.00	1.65	13,200.00
80 Weed Control Type B	SY	8,000.00	0.50	4,000.00
81 Stormwater Management	LS	1.00	2,500.00	2,500.00
82 Inlet Protection - Existing Inlet	EA	34.00	250.00	8,500.00
83 Inlet Protection - New Inlet	EA	21.00	250.00	5,250.00
84 Temp Construction Entrance	EA	2.00	5,000.00	10,000.00
85 F&I Bare Root Decid Tree 2" Dia	EA	16.00	750.00	12,000.00
86 F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	1,500.00	1,500.00
			<b>Paving Total</b>	<b>1,304,429.90</b>

<b>Street Lighting</b>				
87 Relocate Street Light	EA	5.00	1,650.00	8,250.00
88 Remove Street Light	EA	5.00	400.00	2,000.00
89 F&I Base 5' Deep Reinf Conc	EA	6.00	500.00	3,000.00
90 Remove Base	EA	5.00	350.00	1,750.00
91 F&I Conductor #6 USE Cu	LF	3,057.00	2.50	7,642.50
92 F&I Innerduct 1.5" Dia	LF	759.00	6.00	4,554.00
93 F&I Luminaire Type A	EA	1.00	3,100.00	3,100.00
94 F&I Pull Box	EA	2.00	1,350.00	2,700.00
95 Remove Pull Box	EA	1.00	500.00	500.00
96 F&I Light Standard Type A	EA	1.00	4,500.00	4,500.00
			<b>Street Lighting Total</b>	<b>37,996.50</b>

<b>Signage</b>				
97 F&I Sign Assembly	EA	8.00	110.00	880.00
98 F&I Sign Assembly & Anchor	EA	18.00	125.00	2,250.00
99 F&I Diamond Grade Cubed	SF	73.20	25.00	1,830.00
100 F&I High Intensity Prismatic	SF	52.40	22.00	1,152.80
			<b>Signage Total</b>	<b>6,112.80</b>

<b>Traffic Signal - Fiber Communications</b>				
101 F&I Pull Box PVC	EA	2.00	1,200.00	2,400.00
102 F&I Pull Box Polymer Conc	EA	3.00	4,000.00	12,000.00
103 F&I Conduit 2" Dia	LF	2,385.00	8.00	19,080.00
104 F&I Fiber Optic Cable	LF	3,200.00	2.00	6,400.00
105 F&I Fiber Optic Terminations & Equip	LS	1.00	4,950.00	4,950.00
106 Relocate Traffic Signal Feed Point	EA	1.00	700.00	700.00
			<b>Traffic Signal - Fiber Communications Total</b>	<b>45,530.00</b>

<b>Total Construction in \$</b>		<b>2,333,313.10</b>
Engineering	10.00 %	233,331.31
Legal & Misc	3.00 %	69,999.39
Contingencies	5.00 %	116,665.66
Administration	4.00 %	93,332.52
Interest	4.00 %	93,332.52
<b>Total Estimated Costs</b>		<b>2,939,974.51</b>



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BR-22-B1

Paving and Utility Rehab/Reconstruction

Utility Funds - Wastewater - 521	580,305.32
Utility Funds - Water - 501	1,016,754.78
Utility Funds - Stormwater - 524	56,485.80
Traffic Engineering Funds - 101	882.00
Street Rehabilitation Funds - 401	413,771.52
Special Assessments	871,775.49
<b>Unfunded Costs</b>	<b>-0.40</b>

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

Date: 12/08/2021

Tom Knakmuhs  
Assistant City Engineer



## CITY OF FARGO PROJECTS

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

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

New Paving and Utility Construction

Improvement District No. BN-22-B

Call for Bids	<u>December 13</u>	, <u>2021</u>
Advertise Dates	<u>December 22 &amp; 29</u>	, <u>2021</u>
Bid Opening Date	<u>January 19</u>	, <u>2022</u>
Substantial Completion Date	<u>July 15</u>	, <u>2022</u>
Final Completion Date	<u>August 14</u>	, <u>2022</u>

N/A PWPEC Report (**Part of 2022 CIP**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Will Bayuk

Phone No. (701) 241-1554

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT  
NEW PAVING AND UTILITY CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-22-B

**Nature & Scope**

This project is for new construction of underground utilities, asphalt pavement and incidentals on 69<sup>th</sup> Avenue South from 15<sup>th</sup> Street South to Meadow View Drive South, on Meadow View Drive South from 70<sup>th</sup> Avenue South to 68<sup>th</sup> Avenue South, on 68<sup>th</sup> Avenue South from Meadow View Drive South to 14<sup>th</sup> Street South, and on 14<sup>th</sup> Street South from 70<sup>th</sup> Avenue South to 68<sup>th</sup> Avenue South.

**Purpose**

This project is to provide infrastructure for new residential housing in Meadow View Addition as requested by the Developer.

**Feasibility**

The estimated cost of construction is \$1,329,180.75. The costs for the improvement district are estimated as follows:

<b>CRWUD Special Assessment</b>	\$ 237,493.00
Plus 10% Engineering Fee:	\$ 23,749.30
Plus 4% Administration Fee:	\$ 9,499.72
Plus 3% Legal Fee:	\$ 7,124.79
Plus 4% Interest Fee:	\$ 9,499.72
Plus 5% Contingency:	\$ 11,874.65
<b>Total Estimated Paving Cost:</b>	<b>\$ 299,241.18</b>
<b>CRWUD Amount Special Assessed:</b>	<b>\$ 299,241.18</b>


<b>Underground &amp; Paving Costs</b>	\$ 1,091,687.75
Plus 10% Engineering Fee:	\$ 109,168.78
Plus 4% Administration Fee:	\$ 43,667.51
Plus 3% Legal Fee:	\$ 32,750.63
Plus 4% Interest Fee:	\$ 43,667.51
Plus 5% Contingency:	\$ 54,584.39
<b>Total Estimated Paving Cost:</b>	<b>\$ 1,375,526.57</b>
<b>Underground &amp; Paving Amount Special Assessed:</b>	<b>\$ 1,375,526.57</b>

<b>Project Funding Summary</b>		
Cass Rural Water User District Special Assessment	17.87%	\$ 299,241.18
Special Assessments	82.13%	\$ 1,375,526.57
<b>Total Estimated Project Cost</b>		<b>\$ 1,674,767.75</b>



We believe this project to be cost effective.



  
\_\_\_\_\_  
Tom Knakmuhs, P.E.  
Assistant City Engineer

**CITY OF FARGO  
ENGINEERING DEPARTMENT**

**LOCATION & COMPRISING**

**NEW PAVING AND UTILITY CONSTRUCTION**

**IMPROVEMENT DISTRICT NO. BN-22-B**

**LOCATION:**

On 69<sup>th</sup> Avenue South from 15<sup>th</sup> Street South to Meadow View Drive South, on Meadow View Drive South from 70<sup>th</sup> Avenue South to 68<sup>th</sup> Avenue South, on 68<sup>th</sup> Avenue South from Meadow View Drive South to 14<sup>th</sup> Street South, and on 14<sup>th</sup> Street South from 70<sup>th</sup> Avenue South to 68<sup>th</sup> Avenue South.

**COMPRISING:**

Lots 11 through 13, Inclusive, Block 1.

Lots 1 through 2, Inclusive, Block 2.

All platted within Bison Meadows Addition.

Lots 1 through 18, Inclusive, Block 1.

Lots 45 through 71, Inclusive, Block 2.

Lots 1 through 56, Inclusive, Block 3.

Lots 1 through 26, Inclusive, Block 6.

Lots 1 through 26, Inclusive, Block 7.

Lots 1 through 36, Inclusive, Block 10.

All platted within Bison Meadows Second Addition.

Lots 1 through 13, Inclusive, Block 1.

Lots 1 through 26, Inclusive, Block 2.

Lots 1 through 24, Inclusive, Block 3.

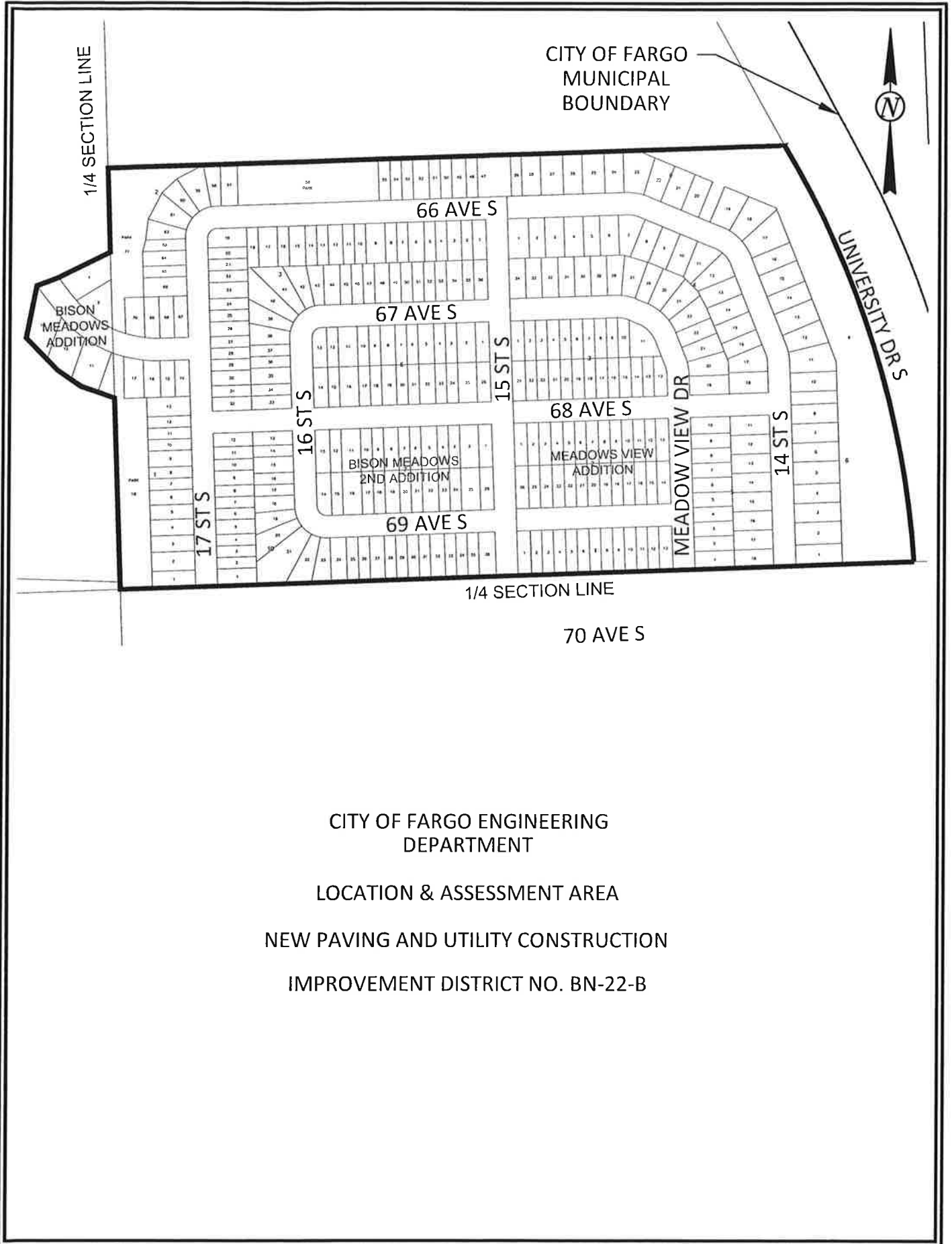
Lots 1 through 34, Inclusive, Block 4.

Lots 1 through 18, Inclusive, Block 5.

Lots 1 through 29, Inclusive, Block 6.

All platted within Meadow View Addition.

All the foregoing located in City of Fargo, Cass County North Dakota.



CITY OF FARGO  
MUNICIPAL  
BOUNDARY



UNIVERSITY DR S

1/4 SECTION LINE

66 AVE S

67 AVE S

68 AVE S

69 AVE S

1/4 SECTION LINE

70 AVE S

17 ST S

16 ST S

15 ST S

14 ST S

BISON MEADOWS  
ADDITION

BISON MEADOWS  
2ND ADDITION

MEADOWS VIEW  
ADDITION

MEADOW VIEW DR

CITY OF FARGO ENGINEERING  
DEPARTMENT

LOCATION & ASSESSMENT AREA

NEW PAVING AND UTILITY CONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-22-B