FARGO CITY COMMISSION AGENDA
Monday, December 14, 2020 - 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, November 30, 2020).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Findings of Fact and Order, and Notice of Entry of Order for property at 1714 5th Avenue South.

2. Receive and file General Fund – Budget to Actual through November 2020 (unaudited).

3. Implementation of a policy for the billing of the services the City continues to support even if the water is disconnected at the curb beginning the fall of 2021.

4. Amended Site Authorization for Prairie Public Broadcasting, Inc. at Slammer's Sports Bar & Grill.

5. Application for Games of Chance for the El Zagal Shrine Arab Patrol for a raffle on 3/19/21.

6. Agreement with Peggy Amsbaugh.

7. Final Balancing Change Order No. 14 for an increase of $2,487.58 for Project No. FM-15-K1.

8. Negative Final Balancing Change Order No. 2 in the amount of -$28,126.75 for Project No. UR-19-E1.

9. Negative Final Balancing Change Order No. 6 in the amount of -$119,062.23 for Project No. UR-19-A1.

10. Bid awards for food purveyor, candy purveyor and janitorial products at the FARGODOME.

11. State Water Commission request for cost reimbursement for the FM Metro Area Flood Risk Management Project for costs totaling $8,334,015.02.

12. Addendum to provision of nursing services for the Mapleton Public School District.

13. Agreement for Services with Kyle Boster.

14. Agreement for Services with Cody Mauch.

15. Purchase of Service Agreement with the ND Department of Human Services for substance abuse prevention.

16. Stimulus funds from the Bob Woodruff Foundation in the amount of $10,000.00 for the ND Cares - Fargo Program to target food insecurity.

17. Addendum to provision of nursing services for the Northern Cass Public School District.

18. Set December 28, 2020 at 5:15 p.m. as the date and time for a hearing on a dangerous building at 1021 10th Street North.

19. Agreement with North Dakota State University to allocate $20,000.00 for the Food Security Fund.

20. Bid award for purchase of one RC Mower (PBC-T-775(5))

21. Bid award for pruning debris collection (RFP21009).

22. Final Balancing Change Order in the amount of $118,676.00 for Project No. SW19-01.

23. Quantity changes and final invoice with Industrial Builders for Project No. SW19-01.

24. Substantially complete First Transit Agreement for 1/1/21 to 12/31/22.

25. Transit fare-free service through 3/31/21 and to request reimbursement through the CARES grant, contingent upon approval from the Moorhead City Council.

26. Bid awards for general, mechanical and electrical construction contracts for Project No. WA2012.

27. Change Order No. 1 for an increase of $27,105.76 for Project No. WA2004.

28. Task Order No. 39 with AE2S in the amount of $627,140.00 for Project No. WA2005.

29. Change Order No. 1 for a decrease in the amount of $10,000.00 for Project No. WW1701.

30. Five-Year Professional Engineering Service Agreements for 2021-2025, with the potential for a five-year extension, with the firms as presented (RFQ20161).

31. Bills.

32. Change Order No. 1 for an increase of $349,456.00 and time extension for Improvement District No. BN-20-L1.

33. Final Balancing Change Order No. 1 in the amount of $0.00 for Improvement District No. SL-20-E1.

34. Negative Final Balancing Change Order No. 2 in the amount of -$5,242.60 for Improvement District No. NR-19-A1.

35. Negative Final Balancing Change Order No. 2 in the amount of -$208,498.10 for Improvement District No. PN-20-A1.

36. Purchase of Wetland Mitigation Credits from Ducks Unlimited, Inc. in the amount of $43,200.00 for Improvement District No. BN-21-A1.

37. Bid award for Improvement District No. BN-20-M1.

38. Create Improvement District Nos. BR-21-A and BR-21-C.

REGULAR AGENDA:

39. **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).**

40. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
    a. Renaissance Zone Project for FM Title Inc. for a commercial lease project located at 1213 Northern Pacific Avenue North.

    b. Renaissance Zone Project for Kennelly Gunkelman Ltd. d/b/a Kennelly Business Law for a commercial lease project located at 1213 Northern Pacific Avenue North.

41. Recommendation to approve the 2021 Capital Improvement Plan and the 2022-2024 Federal Aid and Water Main Replacement and/or Street Reconstruction Projects.

42. COVID-19 Update:
    a. Fargo-area unemployment statistics.
    b. Temporary winter homeless sheltering for overflow capacity at 1015 30th Avenue South, Moorhead.
    c. Additional Housing Assistance Gap Funding.
    d. City of Fargo Business Assistance Program.
    e. Request from Commissioner Piepkorn to waive the 2021 Liquor License Renewal fees.
    f. Request from Commissioner Gehrig to immediately forgive the utility fees for bars and restaurants.
    g. Request from Commissioner Gehrig to forgive next year's property taxes for bars and restaurants, pending approval from legal counsel.
    h. Request from Commissioner Gehrig to end the Emergency Declaration in light of no funding being lost.

43. Request to nominate a Commissioner to serve on the Selection Committee for the Director of Diversity, Equity and Inclusion position.

44. Applications for property tax exemptions for improvements made to buildings:
    a. Shannon and Michele Gerlach, 3413 18th Street South (3 year).
    b. Ross Perrin, 1626 36 1/2 Avenue South (3 year).
    c. Mary Vigen, 3325 18th Street South (3 year).
    d. Jennifer Gruss, 1514 7th Street South (5 year).
    e. Donald and Joyce Brienen, 1017 20th Street South (5 year).
    f. Kara Bauer and John Maya, 2117 15th Avenue South (5 year).
    g. Timothy and Vanessa Lystad, 806 9th Street South (5 year).
    h. Jonathan Pikalek and Stephanie Hanson, 2807 Longfellow Road North (5 year).
    i. Amanda Welk, 915 2nd Avenue South, Unit 2 (5 year).

j. Christopher Mathson, 2509 Evergreen Road North (5 year).
k. Andrew and Rebecca Bakke, 1206 9th Street South (5 year).
l. Linda Monge, 2309 Evergreen Road North (5 year).
m. Timothy and Tami Hertel, 3819 River Drive South (5 year).
n. Richard and Rebecca Pittenger, 2 32nd Avenue Northeast (5 year).
o. Larry Peterson and Mary Struck, 1362 2nd Street North (5 year).
p. Sean and Jessica Foss, 1410 9th Street South (5 year).
q. Jennifer Gruss, 1514 7th Street South (5 year).
r. Nick Lee, 2514 East Country Club Drive South (5 year).
s. Bradley Garcia and Rachel Suhonen, 813 21st Avenue South (5 year).
t. Charlene and Kyle Card, 274 Prairiewood Drive South (5 year).
u. Steinberg Investments LLC, 904 2nd Street North (5 year).
v. Charles and Connie Rieck, 1407 7th Street South (5 year).

45. Presentation on the Interim Boulevard Garden Program from the summer of 2020.
    a. Request from Cass Clay Food Partners to direct the City Attorney to draft an Ordinance to allow plantings, in addition to turf grass, on the boulevard.

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

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

THE CITY OF Fargo FAR MORE

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Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

December 10, 2020

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

RE: Dangerous Building located at 1714 5th Avenue South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact, Order and Notice regarding the dangerous building proceeding for the property at 1714 5th Avenue South. At its November 30th, 2020 meeting, the report presented by Bruce Taralson, city of Fargo Building Official, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Order, and Notice.

Suggested Motion: I move to approve the Findings of Fact, Order, and Notice as presented.

Sincerely,

Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Bruce Taralson, Inspections Department

FINDINGS OF FACT AND ORDER
of the
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO

Property Address: 1714 5th Avenue South, Fargo, North Dakota

Owner: Steven T. Boyson

A hearing was held before the Board of City Commissioners of the City of Fargo on the 30th of November, 2020 regarding property located at 1714 5th Avenue South, Fargo, North Dakota. Bruce Taralson, Building Official, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property.

The Board heard the testimony offered by the inspections department, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Steven T. Boyson is the owner of the following described real property located in the City of Fargo, County of Cass and State of North Dakota:

Lot Four (4), Block One (1), Amerlands Addition to the city of Fargo

The street address for which is: 1714 5th Avenue South, Fargo, North Dakota, 58103.

2. That Steven T. Boyson, the owner of the property, passed away in January, 2020, and the subject property has been vacant ever since.

3. That no heir or anyone else claiming an ownership interest in the property has come forward or been located.

4. That on August 18th, 2020, Bill Thompson, Building Inspector for the city of Fargo, inspected the property and found the building, consisting of a single story, wood-framed structure to

be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 108.1.5 of the International Property Maintenance Code concerning dangerous structures.

5. That on August 31st and November 10th, 2020, James Haley, Deputy Assessor for the city of Fargo, performed an inspection on the property and determined that the estimated cost to repair the property would exceed fifty percent (50%) of the building value as established by the Fargo Assessment Department.

6. That the building is unsafe and is a dangerous building in the following respects: (1) roof has buckling/missing shingles; (2) holes in roof; (3) windows and entry doors are boarded up; (4) siding is missing in areas; (5) foundation has large cracks with loose blocks; (6) fascia is rotten/missing; (7) squirrel infestation; (8) painted gable ends have peeling paint; (9) gutters are inoperable; (10) large tree in front yard is scraping house; (11) large tree in rear yard fell during storm; (12) interior of property is unsanitary; and (13) basement brace is falling.

7. Further, the City Commission finds that the following conditions exist with respect to the subject property:

a. The structure has been damaged or deteriorated for more than fifty percent (50%) of its original value;

b. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and

c. The building it is unsafe or dangerous to the health, moral safety or general welfare of the people of the city of Fargo.

8. That the information in the files of the Inspection Department and the City Assessor's Office stemming from various inspections of the property on or before August 18th, August 31st and November 10th, 2020, with respect to the subject property is hereby accepted as true and correct.

9. That the building located at 1714 5th Avenue South, Fargo, North Dakota 58103, is hereby found to be a "dangerous building."

10. Notice of Dangerous Building was posted on the property on or about August 27th, 2020, in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the "dangerous building" must be vacated and the building demolished within 30 days from the date of the notice.

11. The owner or anyone claiming to have an ownership interest in said building have not sufficiently presented cause why the "dangerous building" should not be demolished.

12. Despite being ordered that the building on the subject property should be demolished or necessary permits be obtained within 30 days of the notice, the owner or anyone claiming to have an ownership interest in said building have failed to do so.

13. That Inspections Department may secure the removal of this building if the owner or anyone claiming to have an ownership interest in said building fail to comply with city ordinances and demolish the property on or after January 25th, 2021.

14. Any cost of demolition shall be assessed against the subject property in accordance with Fargo Municipal Code §21-0405(E).

ORDER

Based on the foregoing Findings of Fact, it is hereby ORDERED that Steven T. Boyson, or anyone else claiming an ownership interest in said building, shall demolish the "dangerous building" located at 1714 5th Avenue South, Fargo, North Dakota by January 25th, 2021.

It is further ordered that if the owner or anyone else claiming an ownership interest in said building fail to demolish said "dangerous building," the City Auditor, Building Inspector and City Attorney are directed to act on behalf of the city of Fargo to cause the "dangerous building" to be demolished, and the cost of said demolition to be assessed against the subject property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this _____ day of December, 2020.

BOARD of CITY COMMISSIONERS of the CITY OF FARGO,
a North Dakota Municipal Corporation

By_____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

_____
Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: STEVEN T. BOYSON AND ALL OTHER PERSONS HAVING AN OWNERSHIP INTEREST IN THIS PROPERTY

RE: PROPERTY AT 1714 5th AVENUE SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on the subject property may be demolished by the city of Fargo at any time on or after January 25th, 2021.

DATED this _____ day of December, 2020.

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

By_____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

_____
Steven Sprague, City Auditor

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CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH NOVEMBER 2020
(UNAUDITED)

	2020 BUDGET	2020 ACTUAL	VARIANCE
REVENUES:			
Taxes	$ 33,387,363	$ 33,140,755	$ (246,608)
Licenses & Permits	4,982,485	5,404,125	421,640
Fines & Traffic Tickets	1,485,649	1,419,660	(65,989)
Intergovernmental Revenue	25,961,834	32,426,995	6,465,161
Charges for Services	14,178,292	12,572,795	(1,605,497)
Interest	2,795,826	3,563,645	767,819
Miscellaneous Revenue	1,795,712	910,153	(885,559)
Transfers In	12,139,489	12,471,357	331,868
Total Revenues	**$ 96,726,650**	**$ 101,909,485**	**$ 5,182,835**
EXPENDITURES:			
City Administrator	$ 6,649,592	$ 6,347,726	$ 301,866
Finance	7,163,088	6,172,033	991,055
Planning & Development	4,114,931	3,932,522	182,409
Transit	7,964,074	7,033,707	930,367
Public Works	15,031,937	15,205,698	(173,761)
Fire Department	12,773,136	12,468,866	304,270
Police	20,721,891	20,427,286	294,605
Health	10,670,362	10,572,571	97,791
Library	4,307,211	4,157,246	149,965
Commission	642,432	570,073	72,359
Civic Center	374,328	302,886	71,442
Social Services	382,254	198,360	183,894
Capital Outlay	338,752	256,692	82,060
Vehicle Replacement/IT	235,850	113,463	122,387
Contingency	(1,542,869)	191,285	(1,734,154)
Transfers Out	3,892,894	4,112,521	(219,627)
Total Expenditures	**$ 93,719,863**	**$ 92,062,935**	**$ 1,656,928**
Excess of Revenue Over (Under) Expenditures	**$ 3,006,787**	**$ 9,846,550**	**$ 6,839,763**

THE CITY OF Fargo FAR MORE

AUDITOR'S OFFICE
Fargo City Hall
225 4th Street North
PO Box 2471
Fargo, ND 58108
Phone: 701.241.8108 | Fax: 701.241.8184
www.FargoND.gov

(3)

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Utility Billing Software

DATE: December 9, 2020

Early in 2020, the City Commission approved entering into a contract with Continental Utility Solutions Inc. (CUSI). The Auditor's office has worked diligently this past year to prepare for the transition from the AS400 to the server-based platform on which the new system resides. The implementation of a new system gives us an opportunity to review policies and procedures. One of the advantages of CUSI is the ability to select services to bill. For instance with snowbirds, on the AS400 we either billed all services (water, sewer, garbage, storm sewer, etc.) or we billed no services if the water was disconnected at the curb. With CUSI we can select which services to bill. Therefore, if the water service is disconnected at the curb we could choose to stop billing water, sewer and garbage but continue to bill for services the City continues to provide to the property, like storm sewer, forestry and streetlights.

The Finance Committee reviewed the policy on disconnected water service and recommended at their November 30 meeting to implement a policy of billing for the services the City continues to support even if water is disconnected at the curb. A water disconnection would stop the billing of water, sewer and garbage utilities. This change to be effective the fall of 2021.

Recommended Motion:

Approve the recommendations of the Finance Committee and staff and implement a policy of billing for services the city supports after water disconnection, beginning the fall of 2021.

THE CITY OF Fargo FAR MORE

AUDITOR'S OFFICE
Fargo City Hall
225 4th Street North
PO Box 2471
Fargo, ND 58108
Phone: 701.241.8108 | Fax: 701.241.8184
www.FargoND.gov

Approved 11/30/2020

To: Finance Committee

From: Steven Sprague, City Auditor

Subject: Utility Billing Snow Birds

Date: November 18, 2020

The Auditor's Office is in the process of converting to a new utility billing system. With our old system utility services were either on or off. This was determined by the curb stop, if it was on we billed all services, if off we stopped billing all services.

With our new utility billing system we have the option of stopping selected services, so for instance, a snow bird we could choose to stop water, sewer and garbage but continue to bill storm sewer, street lights, forestry and vector control.

We feel it is proper to continue to bill those services that remain, even though water has been disconnected.

Recommended motion

To approve billing for utility services that remain if water service is disconnected.

- Amended -

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

(4)

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

Full, Legal Name of Gaming Organization	Prairie Public Broadcasting, 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: Slammer's Sports Bar & Grill			
Street: 707 28th Ave N	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 12/1/20	Ending Date(s) Authorized: 6/30/21		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site **(required)**: entire facility, excluding the restrooms			
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)

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 12/14/20
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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

(5)

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to: El Zagal Shrine Arab Patrol	Date(s) of Activity: 3/19/21 to 3/19/21	For a raffle, provide drawing date(s): raffle 3/19/21	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Ray Johnson	Title: Committee Member	Business Phone Number: 701 238 4218	
Business Address: 1429 3rd St. N.	City: Fargo	State: ND	Zip Code: 58102
Mailing Address (if different): 7333 70th St. N. Glyndon MN	City: Glyndon	State: MN	Zip Code: 56547
Name of Site Where Game(s) will be Conducted: El Zagal Shrine Temple	Site Address: 1429 3rd St. N.		
City: Fargo	State: ND	Zip Code: 58102	County: Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Gift Card	$500.00
Raffle	Gift Card	$250.00
Raffle	Gift Card	$100.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $40,000 per year) $ 850.00

Intended uses of gaming proceeds: Donated to Shriner's Children Hospital Transportation Fund

Does the organization presently have a state gaming license? [x] No [ ] Yes - 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.

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? [x] No [ ] Yes-If "Yes," indicate the total value of all prizes previously awarded: $ _____ . *This amount is part of the total prize limit of $40,000 per year.*

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
Shawn Richards	12/1/2020	President	701-238-1281

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

(6)

December 10, 2020

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 2021 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 Peggy Amsbaugh.

Respectfully Submitted,

Brenda E. Derrig, P.E.
City Engineer

Attachment

C: Kevin Gorder

AGREEMENT

Engineering Technician I

THIS AGREEMENT made and entered into effective the 1st day of January, 2021, by and between Peggy Amsbaugh (hereinafter referred to as Amsbaugh) 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 Amsbaugh 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, 2021 and ending December 31, 2021, but which is still an "at-will" employment relationship, terminable by either party with or without cause,; and,

WHEREAS, Amsbaugh 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 Amsbaugh 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, 2021 and ending December 31, 2021, 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 Amsbaugh in the amount of $24.95 per hour for any and all duties and services performed as Engineering Technician I during the year 2021. To the extent this agreement is still in effect, beginning in years 2021 and thereafter, Amsbaugh's compensation shall be adjusted annually, at the time of her 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. Amsbaugh 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, Amsbaugh will accrue annual and sick leave.

6. During the term of this agreement, Amsbaugh 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 Amsbaugh 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

_____
Peggy Amsbaugh
Contracted Employee

7

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-K1

Type: Final Balancing Change Order #14

Location: Rosewood Addition

Date of Hearing: 12/7/2020

Routing	Date
City Commission	12/14/2020
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Final Balancing Change Order #14, in the amount of $2,487.58, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #14 in the amount of $2,487.58, bringing the total contract amount to $3,860,125.25.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Final Balancing Change Order #14 to Industrial Builders, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #14 in the amount of $2,487.58, bringing the total contract amount to $3,860,125.25 to Industrial Builders, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
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:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

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

CC: Jody Bertrand, Division Engineer

Date: December 2, 2020

Re: Project No. FM-15-K1 – Final Balancing Change Order #14

Background:

Project FM-15-K1 bids were opened on May 30, 2018 and the project awarded by the City Commission to Industrial Builders on June 4, 2018. Construction began on June 25, 2018 and was complete November 20, 2020. The project constructed flood control levee and a new storm lift station to protect the Rosewood neighborhood on the north side of Rose Coulee from University west to the existing flood protection on the west edge of Rosewood.

The change orders were covered in earlier PWPEC memorandums but two primary causes for the increased amounts were the export of bad existing excavated soils that were replaced with good clay to build the levee for $176,500.00 and $109,552.50 to fill and seal existing abandoned water mains lying within the flood protection area.

The attached Final Balancing Change Order #14 is for $2,487.58 and reconciles the estimated quantities in the contract with the final quantities as measured in the field. All work on this contract is complete.

Recommended Motion:

Approve Final Balancing Change Order #14 in the amount of $2,487.58 to Industrial Builders, Inc.

Original Contract Amount	Approved Change Orders 1-13	FBCO #14	Final Contract Amount
$3,449,693.90	$407,943.77	$2,487.58	$3,860,125.25

C: Jody Bertrand, Division Engineer
Tom Knakmuhs, Assistant City Engineer

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	FM-15-K1	**Change Order No**	14
Project Name	Rosewood Area Flood Risk Management Project		
Date Entered	11/20/2020	**For**	Industrial Builders 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	33,000.00	0.00	33,000.00	1,448.00	34,448.00	0.29	419.92
	2	Seeding Type B	SY	33,000.00	0.00	33,000.00	1,448.00	34,448.00	0.16	231.68
	3	Inlet Protection - Existing Inlet	EA	3.00	0.00	3.00	4.00	7.00	130.00	520.00
	5	Silt Fence - Standard	LF	4,000.00	0.00	4,000.00	645.00	4,645.00	2.00	1,290.00
	15	Remove Tree	EA	76.00	0.00	76.00	67.00	143.00	200.00	13,400.00
	18	F&I Fence Maintenance Free	LF	56.00	0.00	56.00	7.00	63.00	93.50	654.50
	20	Remove Wall	LF	115.00	0.00	115.00	-10.00	105.00	26.00	-260.00
								Miscellaneous Sub Total ($)		16,256.10
Storm Sewer	30	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	400.00	0.00	400.00	-350.00	50.00	26.00	-9,100.00
	39	F&I Pipe 36" Dia Reinf Conc	LF	64.00	0.00	64.00	-64.00	0.00	178.50	-11,424.00
	42	Remove Pipe All Sizes All Types	LF	723.00	0.00	723.00	-1.00	722.00	48.30	-48.30
								Storm Sewer Sub Total ($)		-20,572.30
Earthwork	53	Excavation	CY	14,118.00	334.00	14,452.00	-2,684.00	11,768.00	4.00	-10,736.00
	55	Fill - Impervious	CY	19,437.00	10,334.00	29,771.00	-3,260.00	26,511.00	10.50	-34,230.00
	83	Fill - Haul	CY	10,000.00	334.00	10,334.00	4,412.00	14,746.00	7.15	31,545.80
								Earthwork Sub Total ($)		-13,420.20
Paving	57	F&I Woven Geotextile	SY	825.00	0.00	825.00	113.00	938.00	2.00	226.00
	60	F&I Curb & Gutter Mountable (Type I)	LF	234.00	0.00	234.00	196.00	430.00	31.50	6,174.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Paving	61	Remove Curb & Gutter	LF	234.00	0.00	234.00	196.00	430.00	5.00	980.00
	64	F&I Sidewalk 4" Thick Reinf Conc	SY	7.00	0.00	7.00	5.00	12.00	86.00	430.00
	67	Remove Pavement All Thicknesses Asph	SY	703.00	0.00	703.00	257.00	960.00	6.00	1,542.00
	68	F&I Asphalt Cement PG 58-28	GAL	4,185.00	0.00	4,185.00	-1,308.00	2,877.00	2.05	-2,681.40
	70	Casting to Grade - no Conc	EA	1.00	0.00	1.00	1.00	2.00	500.00	500.00
	71	F&I Aggregate for Asph Pavement FAA 43	TON	300.00	0.00	300.00	-73.00	227.00	52.00	-3,796.00
	73	F&I Edge Drain 4" Dia PVC	LF	234.00	0.00	234.00	-86.00	148.00	10.00	-860.00
									Paving Sub Total ($)	2,514.60
Floodwall	79	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	101,045.00	0.00	101,045.00	13,115.90	114,160.90	1.25	16,394.88
									Floodwall Sub Total ($)	16,394.88
Storm Sewer Lift Station	97	Modify Lift Station	EA	1.00	0.00	1.00	1.00	2.00	1,314.50	1,314.50
									Storm Sewer Lift Station Sub Total ($)	1,314.50

Summary

Source Of Funding	
Net Amount Change Order # 14 ($)	2,487.58
Previous Change Orders ($)	407,943.77
Original Contract Amount ($)	3,449,693.90
Total Contract Amount ($)	3,860,125.25

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/01/2019	06/01/2020	0.00	0.00	09/01/2019	06/01/2020

Description

APPROVED **APPROVED DATE**

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor

Title VP of Engineering

Department Head

Mayor 12/8/2020

Attest

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Project No.	FM-15-K1		
Project Name	Rosewood Area Flood Risk Management Project		
Type	Flood Mitigation		
Description	Rosewood Flood Project - University Drive to the Milwaukee trail		
Pay Estimate Number	22 - FINAL		
From Date	04/24/2020	**To Date**	11/20/2020

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Industrial Builders Inc has performed the work to date shown on this statement

Contract				Previous		Current		To Date		Percentage
	Unit	Quantity	Unit Price ($)	Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)	Complete(%)
Miscellaneous										
1 Mulching Type 1 - Hydro	SY	33,000.00	0.29	21,566.00	6,254.14	**12,882.00**	3,735.78	34,448.00	9,989.92	104.39
2 Seeding Type B	SY	33,000.00	0.16	21,566.00	3,450.56	**12,882.00**	2,061.12	34,448.00	5,511.68	104.39
3 Inlet Protection - Existing Inlet	EA	3.00	130.00	7.00	910.00	**0.00**	0.00	7.00	910.00	**233.33***
4 Inlet Protection - New Inlet	EA	7.00	130.00	7.00	910.00	**0.00**	0.00	7.00	910.00	100.00
5 Silt Fence - Standard	LF	4,000.00	2.00	4,645.00	9,290.00	**0.00**	0.00	4,645.00	9,290.00	**116.12***
6 Temp Construction Entrance	EA	2.00	2,000.00	2.00	4,000.00	**0.00**	0.00	2.00	4,000.00	100.00
7 Traffic Control - Type 1	LS	1.00	12,000.00	1.00	12,000.00	**0.00**	0.00	1.00	12,000.00	100.00
8 F&I Conif Tree 6' High	EA	9.00	285.00	0.00	0.00	**9.00**	2,565.00	9.00	2,565.00	100.00
9 F&I Decid Tree 1" Dia	EA	13.00	285.00	0.00	0.00	**13.00**	3,705.00	13.00	3,705.00	100.00
10 F&I Decid Tree 1.5" Dia	EA	139.00	285.00	0.00	0.00	**139.00**	39,615.00	139.00	39,615.00	100.00

THE CITY OF Fargo FAR MORE

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(%)
11 F&I Bullet Edging	LF	440.00	4.20	440.00	1,848.00	0.00	0.00	440.00	1,848.00	100.00
12 F&I Retaining Wall	SF	990.00	63.00	990.00	62,370.00	0.00	0.00	990.00	62,370.00	100.00
13 Clear & Grub	LS	1.00	10,000.00	1.00	10,000.00	0.00	0.00	1.00	10,000.00	100.00
14 Mobilization	LS	1.00	158,300.00	1.00	158,300.00	0.00	0.00	1.00	158,300.00	100.00
15 Remove Tree	EA	76.00	200.00	142.00	28,400.00	1.00	200.00	143.00	28,600.00	**188.16***
16 Temp Fence - Safety	LS	1.00	2,000.00	1.00	2,000.00	0.00	0.00	1.00	2,000.00	100.00
17 Rem & Repl Landscaping	LS	1.00	1,000.00	1.00	1,000.00	0.00	0.00	1.00	1,000.00	100.00
18 F&I Fence Maintenance Free	LF	56.00	93.50	63.00	5,890.50	0.00	0.00	63.00	5,890.50	**112.50***
19 F&I Fence Ornamental	LF	150.00	71.50	150.00	10,725.00	0.00	0.00	150.00	10,725.00	100.00
20 Remove Wall	LF	115.00	26.00	105.00	2,730.00	0.00	0.00	105.00	2,730.00	91.30
84 Demolition	EA	1.00	1,373.35	1.00	1,373.35	0.00	0.00	1.00	1,373.35	100.00
90 Plug Pipe 6" Dia	EA	1.00	23,997.62	0.00	0.00	1.00	23,997.62	1.00	23,997.62	100.00
91 F&I Landscaping	LS	1.00	3,300.00	1.00	3,300.00	0.00	0.00	1.00	3,300.00	100.00
92 Repair Fence	LF	1.00	1,050.00	1.00	1,050.00	0.00	0.00	1.00	1,050.00	100.00
98 Rem & Repl Landscaping	LS	1.00	1,835.00	0.00	0.00	1.00	1,835.00	1.00	1,835.00	100.00
99 Remove Landscaping	LS	1.00	950.00	0.00	0.00	1.00	950.00	1.00	950.00	100.00
			Miscellaneous Sub Total		325,801.55		78,664.52		404,466.07	
Sanitary Sewer										
21 F&I Pipe SDR 26 - 8" Dia PVC	LF	5.00	100.00	5.00	500.00	0.00	0.00	5.00	500.00	100.00
22 F&I Manhole 4' Dia Reinf Conc	EA	1.00	9,000.00	1.00	9,000.00	0.00	0.00	1.00	9,000.00	100.00
23 Remove Pipe All Sizes All Types	LF	55.00	58.00	55.00	3,190.00	0.00	0.00	55.00	3,190.00	100.00

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract				Previous		Current		To Date		Percentage
	Unit	Quantity	Unit Price ($)	Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)	Complete(%)
24 Remove Manhole	EA	1.00	2,625.00	1.00	2,625.00	0.00	0.00	1.00	2,625.00	100.00
			Sanitary Sewer Sub Total		15,315.00		0.00		15,315.00	
Water Main										
25 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	41.00	70.00	41.00	2,870.00	0.00	0.00	41.00	2,870.00	100.00
26 F&I Hydrant	EA	1.00	7,250.00	1.00	7,250.00	0.00	0.00	1.00	7,250.00	100.00
27 F&I Gate Valve 6" Dia	EA	1.00	2,800.00	1.00	2,800.00	0.00	0.00	1.00	2,800.00	100.00
28 F&I Fittings Ductile Iron	LB	100.00	22.00	100.00	2,200.00	0.00	0.00	100.00	2,200.00	100.00
29 Remove Pipe All Sizes All Types	LF	49.00	58.00	49.00	2,842.00	0.00	0.00	49.00	2,842.00	100.00
88 Plug Pipe 8" Dia	EA	270.00	146.07	270.00	39,438.90	0.00	0.00	270.00	39,438.90	100.00
89 Plug Pipe 12" Dia	EA	480.00	146.07	480.00	70,113.60	0.00	0.00	480.00	70,113.60	100.00
			Water Main Sub Total		127,514.50		0.00		127,514.50	
Storm Sewer										
30 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	400.00	26.00	50.00	1,300.00	0.00	0.00	50.00	1,300.00	12.50
31 F&I Flared End Section 42" Dia Reinf Conc	EA	1.00	7,050.00	1.00	7,050.00	0.00	0.00	1.00	7,050.00	100.00
32 F&I Gatewell	EA	1.00	175,000.00	1.00	175,000.00	0.00	0.00	1.00	175,000.00	100.00
33 Connect Pipe to Exist Pipe	EA	6.00	1,840.00	6.00	11,040.00	0.00	0.00	6.00	11,040.00	100.00
34 Remove Inlet	EA	5.00	1,000.00	5.00	5,000.00	0.00	0.00	5.00	5,000.00	100.00
35 F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	6.00	6,500.00	6.00	39,000.00	0.00	0.00	6.00	39,000.00	100.00
36 Remove Lift Station	EA	2.00	16,500.00	2.00	33,000.00	0.00	0.00	2.00	33,000.00	100.00

THE CITY OF Fargo FAR MORE

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(%)
37 F&I Manhole 5' Dia Reinf Conc	EA	2.00	8,000.00	2.00	16,000.00	0.00	0.00	2.00	16,000.00	100.00
38 F&I Manhole 7' Dia Reinf Conc	EA	2.00	25,000.00	2.00	50,000.00	0.00	0.00	2.00	50,000.00	100.00
39 F&I Pipe 36" Dia Reinf Conc	LF	64.00	178.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40 F&I Pipe 42" Dia Reinf Conc	LF	192.00	265.00	192.00	50,880.00	0.00	0.00	192.00	50,880.00	100.00
41 F&I Rip Rap Rock	CY	62.00	88.50	62.00	5,487.00	0.00	0.00	62.00	5,487.00	100.00
42 Remove Pipe All Sizes All Types	LF	723.00	48.30	722.00	34,872.60	0.00	0.00	722.00	34,872.60	99.86
43 F&I Outlet Structure	EA	1.00	100,000.00	1.00	100,000.00	0.00	0.00	1.00	100,000.00	100.00
44 F&I Pipe 36" Dia	LF	1,274.00	148.00	1,274.00	188,552.00	0.00	0.00	1,274.00	188,552.00	100.00
45 F&I Box Culvert 4'x6' Wide Reinf Conc	LF	18.00	610.00	18.00	10,980.00	0.00	0.00	18.00	10,980.00	100.00
46 Clean Pipe 36" Dia All Types	LF	185.00	21.00	185.00	3,885.00	0.00	0.00	185.00	3,885.00	100.00
86 Fill - Import Special	CY	178.00	15.77	178.00	2,807.06	0.00	0.00	178.00	2,807.06	100.00
96 F&I Manhole 4' Dia Reinf Conc	EA	1.00	2,449.15	1.00	2,449.15	0.00	0.00	1.00	2,449.15	100.00
			Storm Sewer Sub Total		737,302.81		0.00		737,302.81	
Storm Sewer Lift Station										
47 F&I Lift Station	LS	1.00	650,000.00	1.00	650,000.00	0.00	0.00	1.00	650,000.00	100.00
48 F&I Lift Station Pumps & Controls	LS	1.00	630,000.00	1.00	630,000.00	0.00	0.00	1.00	630,000.00	100.00
49 F&I Fence	LF	110.00	183.00	110.00	20,130.00	0.00	0.00	110.00	20,130.00	100.00
50 F&I Landscaping	LS	1.00	2,500.00	1.00	2,500.00	0.00	0.00	1.00	2,500.00	100.00
85 F&I Floodwall Reinf Bars - Steel	LB	1,632.00	1.24	1,632.00	2,023.68	0.00	0.00	1,632.00	2,023.68	100.00
87 Fill - Import Special	CY	130.00	85.00	130.00	11,050.00	0.00	0.00	130.00	11,050.00	100.00

THE CITY OF Fargo FAR MORE

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(%)
93 Install Electrical Service	LS	1.00	13,532.20	1.00	13,532.20	0.00	0.00	1.00	13,532.20	100.00
95 Modify Lift Station	EA	1.00	13,690.00	1.00	13,690.00	0.00	0.00	1.00	13,690.00	100.00
97 Modify Lift Station	EA	1.00	1,314.50	2.00	2,629.00	0.00	0.00	2.00	2,629.00	**200.00***
			Storm Sewer Lift Station Sub Total		**1,345,554.88**		**0.00**		**1,345,554.88**	
Earthwork										
51 Topsoil - Spread	LS	1.00	10,000.00	1.00	10,000.00	0.00	0.00	1.00	10,000.00	100.00
52 Topsoil - Strip	LS	1.00	6,000.00	1.00	6,000.00	0.00	0.00	1.00	6,000.00	100.00
53 Excavation	CY	14,452.00	4.00	11,768.00	47,072.00	0.00	0.00	11,768.00	47,072.00	81.43
54 Site Grading	LS	1.00	12,000.00	1.00	12,000.00	0.00	0.00	1.00	12,000.00	100.00
55 Fill - Impervious	CY	29,771.00	10.50	26,511.00	278,365.50	0.00	0.00	26,511.00	278,365.50	89.05
83 Fill - Haul	CY	10,334.00	7.15	14,746.00	105,433.90	0.00	0.00	14,746.00	105,433.90	**142.69***
94 Relocate Stockpile	LS	1.00	35,287.61	1.00	35,287.61	0.00	0.00	1.00	35,287.61	100.00
			Earthwork Sub Total		**494,159.01**		**0.00**		**494,159.01**	
Paving										
56 Subgrade Preparation	SY	10,125.00	1.00	10,125.00	10,125.00	0.00	0.00	10,125.00	10,125.00	100.00
57 F&I Woven Geotextile	SY	825.00	2.00	938.00	1,876.00	0.00	0.00	938.00	1,876.00	**113.70***
58 F&I Class 5 Agg - 6" Thick	SY	650.00	6.00	650.00	3,900.00	0.00	0.00	650.00	3,900.00	100.00
59 F&I Class 5 Agg - 7" Thick	SY	825.00	7.00	825.00	5,775.00	0.00	0.00	825.00	5,775.00	100.00
60 F&I Curb & Gutter Mountable (Type I)	LF	234.00	31.50	430.00	13,545.00	0.00	0.00	430.00	13,545.00	**183.76***
61 Remove Curb & Gutter	LF	234.00	5.00	430.00	2,150.00	0.00	0.00	430.00	2,150.00	**183.76***

THE CITY OF Fargo FAR MORE

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(%)
62 F&I Pavement 8" Thick Reinf Conc	SY	650.00	61.50	650.00	39,975.00	0.00	0.00	650.00	39,975.00	100.00
63 F&I Shared Use Path 4" Thick Reinf Conc	SY	1,630.00	44.00	1,630.00	71,720.00	0.00	0.00	1,630.00	71,720.00	100.00
64 F&I Sidewalk 4" Thick Reinf Conc	SY	7.00	86.00	12.00	1,032.00	0.00	0.00	12.00	1,032.00	171.43*
65 F&I Det Warn Panels Cast Iron	SF	10.00	52.50	10.00	525.00	0.00	0.00	10.00	525.00	100.00
66 Remove Driveway All Thicknesses All Types	SY	258.00	5.00	258.00	1,290.00	0.00	0.00	258.00	1,290.00	100.00
67 Remove Pavement All Thicknesses Asph	SY	703.00	6.00	960.00	5,760.00	0.00	0.00	960.00	5,760.00	136.56*
68 F&I Asphalt Cement PG 58-28	GAL	4,185.00	2.05	2,877.00	5,897.85	0.00	0.00	2,877.00	5,897.85	68.75
69 Remove Sidewalk All Thicknesses All Types	SY	573.00	4.00	573.00	2,292.00	0.00	0.00	573.00	2,292.00	100.00
70 Casting to Grade - no Conc	EA	1.00	500.00	2.00	1,000.00	0.00	0.00	2.00	1,000.00	200.00*
71 F&I Aggregate for Asph Pavement FAA 43	TON	300.00	52.00	227.00	11,804.00	0.00	0.00	227.00	11,804.00	75.67
72 F&I Sidewalk 6" Thick Reinf Conc	SY	5.00	95.00	5.00	475.00	0.00	0.00	5.00	475.00	100.00
73 F&I Edge Drain 4" Dia PVC	LF	234.00	10.00	148.00	1,480.00	0.00	0.00	148.00	1,480.00	63.25
				Paving Sub Total	**180,621.85**		**0.00**		**180,621.85**	
Building Demolition										
74 Demolition	EA	1.00	2,000.00	1.00	2,000.00	0.00	0.00	1.00	2,000.00	100.00
75 Eliminate Water Service	EA	2.00	3,000.00	2.00	6,000.00	0.00	0.00	2.00	6,000.00	100.00
76 Eliminate Sewer Service	EA	2.00	3,000.00	2.00	6,000.00	0.00	0.00	2.00	6,000.00	100.00
77 Remove Landscaping	LS	1.00	2,000.00	1.00	2,000.00	0.00	0.00	1.00	2,000.00	100.00

THE CITY OF Fargo FAR MORE

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(%)
78 Remove Foundation All Types	EA	1.00	15,000.00	1.00	15,000.00	0.00	0.00	1.00	15,000.00	100.00
			Building Demolition Sub Total		31,000.00		0.00		31,000.00	
Floodwall										
79 F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	101,045.00	1.25	114,160.90	142,701.13	0.00	0.00	114,160.90	142,701.13	112.98*
80 F&I Floodwall - Structural Conc	CY	258.00	400.00	258.00	103,200.00	0.00	0.00	258.00	103,200.00	100.00
81 F&I Floodwall - Self Consolidating Conc	CY	209.00	1,250.00	209.00	261,250.00	0.00	0.00	209.00	261,250.00	100.00
82 F&I Sheet Piling - Steel	SF	213.00	80.00	213.00	17,040.00	0.00	0.00	213.00	17,040.00	100.00
			Floodwall Sub Total		524,191.13		0.00		524,191.13	

Summary

1. Original Contract Amount	$ 3,449,693.90
2. Net Change by Change Order	$ 407,943.77
3. Contract Amount To Date	$ 3,857,637.67
4. Total Work Completed to Date	$ 3,860,125.25
5. Retainage @ 0.00 % to Date	$ 179,561.31
6. Previous Retainage	$ 179,561.31
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

THE CITY OF Fargo FAR MORE

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	$ 3,860,125.25
13. Previous Payments	$ 3,743,646.12
14. Payment Due This Estimate	$ 116,479.13
15. Amount allowed Pay Estimate # 22 - FINAL	$ 116,479.13

WorkFlow History

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator,Division Head,Project Manager	11/20/2020	rkluck	StageInitialized			

Industrial Builders, Inc.

TROY R. ERICKSON

Vice President Engineering

11/20/2020

(8)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-19-E1 Type: Negative Final Balancing Change Order #2

Location: Citywide Date of Hearing: 12/7/2020

Routing	Date
City Commission	12/14/2020
PWPEC File	X
Project File	Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding Negative Final Balancing Change Order #2 in the amount of -$28,126.75, 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 -$28,126.75, bringing the total contract amount to $140,554.25.

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

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of -$28,126.75, bringing the total contract amount to $140,554.25 to Witzel Construction.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Water 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
				☑
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:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Scott Olson, Project Engineer

Date: December 2, 2020

Re: Project #UR-19-E1 – Negative Final Balancing Change Order #2

Project UR-19-E1 consists of lowering the water service lines within the City of Fargo right of way to a minimum of 7.5' below finished road grade to decrease the potential for freezing water service lines within City property.

Attached is the Final Balancing Change Order (FBCO) in the amount of $-28,126.75 for the project. Please refer to the attached FBCO, which reconciles the measured quantities with those estimated for the contract.

Original Contract:	$ 166,031.00
Changer Order #1:	$ 2,650.00
FBCO Amount:	$ -28,126.75
Total Contract:	$ 140,554.25

The large decrease to the contract is due to quantity adjustments made it in the field between the City and the Contractor. The necessary scope of a number of sites was reduced based on existing conditions what was required to complete the work. This project is funded 100% through the Water Main Replacement Fund (Fund 501).

Recommended Motion:

Approve the described Final Balancing Change Order #2, in the amount of $-28,126.75, adjusting the contract amount to $140,554.25.

Attachment

C: Thomas Knakmuhs

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	UR-19-E1	**Change Order No**	2
Project Name	Water Service Lowering		
Date Entered	12/2/2020	**For**	Witzel Construction

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

EXPLANATION OF CHANGE:

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Water Service Lowerings	1	Rem & Repl Curb & Gutter	LF	226.00	0.00	226.00	-181.00	45.00	115.00	-20,815.00
	2	Rem & Repl Pavement 8" Thick Reinf Conc	SY	150.00	0.00	150.00	9.25	159.25	165.00	1,526.25
	3	Rem & Repl Pavement 8" Thick Asph	SY	110.00	0.00	110.00	22.80	132.80	185.00	4,218.00
	4	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	74.00	0.00	74.00	-58.75	15.25	140.00	-8,225.00
	5	Rem & Repl Driveway 6" Thick Reinf Conc	SY	37.00	0.00	37.00	26.20	63.20	170.00	4,454.00
	6	Bore Pipe 1" Dia Water Service	LF	953.00	0.00	953.00	21.40	974.40	25.00	535.00
	7	Rem & Repl CS & Box 1" Dia	EA	25.00	0.00	25.00	-2.00	23.00	510.00	-1,020.00
	8	Connect Water Service	EA	25.00	0.00	25.00	-2.00	23.00	400.00	-800.00
	10	Inlet Protection - Existing Inlet	EA	50.00	0.00	50.00	-50.00	0.00	160.00	-8,000.00
									Water Service Lowerings Sub Total ($)	-28,126.75

Summary

Source Of Funding	
Net Amount Change Order # 2 ($)	-28,126.75
Previous Change Orders ($)	2,650.00
Original Contract Amount ($)	166,031.00
Total Contract Amount ($)	140,554.25

THE CITY OF Fargo FAR MORE

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
10/01/2020	08/15/2020	0.00	0.00	10/01/2020	08/15/2020

Description

APPROVED 12/2/2020

For Contractor Travis Witzel

Title Vice-President

APPROVED DATE

Department Head

Mayor 12/9/2020

Attest

(9)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-19-A1 Type: Negative Final Balancing Change Order #6

Location: Great Northern Drive Date of Hearing: 12/7/2020

Routing	Date
City Commission	12/14/2020
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, regarding Negative Final Balancing Change Order #6 in the amount of -$119,062.23, 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 #6 in the amount of -$119,062.23, bringing the total contract amount to $843,861.85.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #6 to Fox Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #6 in the amount of -$119,062.23, bringing the total contract amount to $843,861.85 to Fox Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility Fund

	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	☐	☐	☐	
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:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

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

CC: Jody Bertrand, Division Engineer

Date: December 2, 2020

Re: Project No. UR-19-A1 – Negative Final Balancing Change Order #6

Background:

Project UR-19-A1 was bid on May 1, 2019 with bid award on May 6, 2019. The project began the week of July 8, 2019 and was completed September 15, 2020. The project completed the storm sewer improvements on Great Northern Drive from 18th Street to Drain 3 started on project BR-18-E1.

The change orders were covered in earlier PWPEC memorandums. The Contractor did not finish on the agreed upon schedule and was assessed $27,720.00 in liquidated damages.

The attached Final Balancing Change Order #6 is for $ -119,062.23 and reconciles the estimated quantities in the contract with the final quantities as measured in the field. All work on this contract is complete.

Recommended Motion:

Approve Final Balancing Change Order #6 in the amount of $ -119,062.23 to Fox Underground.

Original Contract Amount	Approved Change Orders 1-5	FBCO #6	Final Contract Amount
$788,540.00	$174,384.08	$ -119,062.23	$843,861.85

C: Jody Bertrand, Division Engineer
Tom Knakmuhs, Assistant City Engineer

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	UR-19-A1	**Change Order No**	6
Project Name	Storm Sewer, Storm Sewer Repairs, PC Concrete Paving, and Incidentals		
Date Entered	11/18/2020	**For**	Fox Underground

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 ($)	C/O Ext Price ($)
Site 1	2	Topsoil - Strip	CY	250.00	0.00	250.00	-161.00	89.00	3.00	-483.00
	3	Topsoil - Import	CY	250.00	0.00	250.00	-191.00	59.00	20.00	-3,820.00
	4	Topsoil - Spread	CY	250.00	0.00	250.00	-161.00	89.00	3.00	-483.00
	6	Seeding Type A	SY	1,200.00	0.00	1,200.00	-640.00	560.00	1.25	-800.00
	7	Mulching Type 1 - Hydro	SY	1,200.00	0.00	1,200.00	-640.00	560.00	1.25	-800.00
	8	Remove Driveway All Thicknesses All Types	SY	75.00	0.00	75.00	-75.00	0.00	17.00	-1,275.00
	9	Remove Pavement All Thicknesses All Types	SY	1,800.00	0.00	1,800.00	-371.00	1,429.00	15.00	-5,565.00
	10	Remove Curb & Gutter	LF	700.00	0.00	700.00	-218.00	482.00	9.00	-1,962.00
	11	Remove Pipe All Sizes All Types	LF	1,150.00	0.00	1,150.00	-150.00	1,000.00	15.00	-2,250.00
	12	Remove Manhole	EA	3.00	0.00	3.00	-1.00	2.00	750.00	-750.00
	18	Modify Manhole	EA	3.00	0.00	3.00	-2.00	1.00	2,600.00	-5,200.00
	20	F&I Pipe w/GB 48" Dia Reinf Conc	LF	1,000.00	0.00	1,000.00	-37.00	963.00	210.00	-7,770.00
	23	F&I Saddle Wye 8"x6" PVC	EA	1.00	0.00	1.00	-1.00	0.00	225.00	-225.00
	24	F&I Pipe w/GB 1" Dia Copper	LF	35.00	0.00	35.00	-35.00	0.00	55.00	-1,925.00
	25	F&I CS & Box 1" Dia	EA	1.00	0.00	1.00	-1.00	0.00	450.00	-450.00
	26	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	30.00	0.00	30.00	-30.00	0.00	55.00	-1,650.00
	27	Connect Sewer Service Less Than 10' Deep	EA	1.00	0.00	1.00	-1.00	0.00	225.00	-225.00
	28	Connect Water Service	EA	1.00	0.00	1.00	-1.00	0.00	200.00	-200.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Site 1	29	Eliminate Water Service	EA	1.00	0.00	1.00	-1.00	0.00	250.00	-250.00
	31	Inlet Protection - Existing Inlet	EA	6.00	0.00	6.00	1.00	7.00	150.00	150.00
	33	Temp Construction Entrance	EA	2.00	0.00	2.00	-1.00	1.00	1,500.00	-1,500.00
	34	F&I Driveway 7" Thick Reinf Conc	SY	75.00	0.00	75.00	-75.00	0.00	80.00	-6,000.00
	36	F&I Woven Geotextile	SY	4,200.00	0.00	4,200.00	-200.00	4,000.00	2.50	-500.00
	37	F&I Class 5 Agg - 8" Thick	SY	2,700.00	0.00	2,700.00	70.00	2,770.00	9.00	630.00
	38	F&I Edge Drain 4" Dia PVC	LF	700.00	0.00	700.00	-234.00	466.00	7.50	-1,755.00
	39	F&I Pavement 9" Thick Doweled Conc	SY	1,800.00	0.00	1,800.00	-372.00	1,428.00	78.00	-29,016.00
	40	F&I Curb & Gutter Standard (Type II)	LF	700.00	0.00	700.00	-218.00	482.00	24.00	-5,232.00
	45	Salvage & Install Fence	LF	400.00	0.00	400.00	75.00	475.00	55.00	4,125.00
	47	F&I Traffic Surface Gravel	TON	400.00	0.00	400.00	168.00	568.00	20.00	3,360.00
									Site 1 Sub Total ($)	-71,821.00
Site 2	50	Remove Tree	EA	10.00	0.00	10.00	-4.00	6.00	1,200.00	-4,800.00
	52	Topsoil - Import	CY	75.00	0.00	75.00	-75.00	0.00	25.00	-1,875.00
	55	Seeding Type A	SY	500.00	0.00	500.00	7,137.00	7,637.00	2.00	14,274.00
	56	Mulching Type 1 - Hydro	SY	500.00	0.00	500.00	7,137.00	7,637.00	2.00	14,274.00
	57	F&I Erosion Control Blanket Type 2	SY	400.00	0.00	400.00	60.00	460.00	3.50	210.00
	58	Rem & Repl Sidewalk 5" Thick Reinf Conc	SY	75.00	0.00	75.00	21.00	96.00	70.00	1,470.00
	59	F&I Det Warn Panels Cast Iron	SF	20.00	0.00	20.00	-20.00	0.00	55.00	-1,100.00
	60	Remove Pavement All Thicknesses All Types	SY	150.00	0.00	150.00	-40.00	110.00	25.00	-1,000.00
	61	Repair Manhole	EA	2.00	0.00	2.00	-2.00	0.00	4,500.00	-9,000.00
	62	Connect Pipe to Exist Structure	EA	3.00	0.00	3.00	-3.00	0.00	2,600.00	-7,800.00
	64	Repair Pipe 30" Dia	EA	50.00	0.00	50.00	-16.00	34.00	295.00	-4,720.00
	65	F&I Type A Repair Band 27" thru 36" Dia	EA	3.00	0.00	3.00	-1.00	2.00	1,300.00	-1,300.00
	67	F&I Pipe 24" Dia Reinf Conc	LF	130.00	0.00	130.00	-15.00	115.00	105.00	-1,575.00
	69	Casting to Grade - w/Conc	EA	2.00	0.00	2.00	-1.00	1.00	350.00	-350.00
	70	Subgrade Preparation	SY	150.00	0.00	150.00	-80.00	70.00	8.00	-640.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Site 2	71	F&I Woven Geotextile	SY	150.00	0.00	150.00	-80.00	70.00	4.00	-320.00
	72	F&I Class 5 Agg - 8" Thick	SY	150.00	0.00	150.00	-80.00	70.00	10.00	-800.00
	73	Repair Pavement - Patch Asph	SY	150.00	0.00	150.00	-80.00	70.00	70.00	-5,600.00
	76	F&I Slope Protection 5" Thick Reinf Conc	SY	20.00	0.00	20.00	10.00	30.00	225.00	2,250.00
	79	Sediment Control Log 6" to 8" Dia	LF	120.00	0.00	120.00	-30.00	90.00	5.00	-150.00
	80	Temp Construction Entrance	EA	1.00	0.00	1.00	-1.00	0.00	1,500.00	-1,500.00
	102	F&I Type A Repair Band 60" Plus Dia	EA	1.00	0.00	1.00	-0.66	0.34	35,000.00	-23,100.00
									Site 2 Sub Total ($)	-33,152.00
Site 3	83	Topsoil - Import	CY	30.00	0.00	30.00	-30.00	0.00	25.00	-750.00
	86	Seeding Type A	SY	350.00	0.00	350.00	250.00	600.00	2.00	500.00
	87	Mulching Type 1 - Hydro	SY	350.00	0.00	350.00	250.00	600.00	2.00	500.00
	88	F&I Erosion Control Blanket Type 2	SY	350.00	0.00	350.00	-350.00	0.00	3.50	-1,225.00
	89	Remove Pavement All Thicknesses All Types	SY	100.00	0.00	100.00	-40.00	60.00	25.00	-1,000.00
	93	Subgrade Preparation	SY	100.00	0.00	100.00	-40.00	60.00	3.00	-120.00
	94	F&I Woven Geotextile	SY	100.00	0.00	100.00	-40.00	60.00	3.00	-120.00
	95	F&I Class 5 Agg - 8" Thick	SY	100.00	0.00	100.00	-40.00	60.00	20.00	-800.00
	96	Repair Pavement - Patch Asph	SY	100.00	0.00	100.00	-40.00	60.00	70.00	-2,800.00
	98	Inlet Protection - Existing Inlet	EA	2.00	0.00	2.00	-1.00	1.00	150.00	-150.00
	99	Sediment Control Log 6" to 8" Dia	LF	60.00	0.00	60.00	-50.00	10.00	5.00	-250.00
	101	Temp Construction Entrance	EA	1.00	0.00	1.00	-1.00	0.00	1,500.00	-1,500.00
	104	Extra - StormSewers	LS	1.00	0.00	1.00	-0.40	0.60	15,770.00	-6,374.23
									Site 3 Sub Total ($)	-14,089.23

Summary

Source Of Funding	
Net Amount Change Order # 6 ($)	-119,062.23
Previous Change Orders ($)	174,384.08
Original Contract Amount ($)	788,540.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Total Contract Amount ($) 843,861.85

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
10/30/2019	11/15/2019	0.00	0.00	10/30/2019	11/15/2019

Description

APPROVED

For Contractor

Title Fox Underground VP 12-1-20

APPROVED DATE

Department Head

Mayor T-Lee 12/8/20

Attest

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Project No.	UR-19-A1
Project Name	Storm Sewer, Storm Sewer Repairs, PC Concrete Paving, and Incidentals
Type	Utilities Repl/Rehab
Description	Project involves 3 sites. Site 1 complete Great Northern Drive storm sewer upgrade from 18th St to Drain 3. Site 2 Storm Sewer Main repairs on Elm Street south of 15th Avenue north. Site 3 correct street drainage problem at 1121 26th Street North.
Pay Estimate Number	11 - FINAL
From Date	07/11/2020 **To Date** 11/17/2020

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Fox Underground has performed the work to date shown on this statement

Contract				Previous		Current		To Date		Percentage
	Unit	Quantity	Unit Price ($)	Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)	Complete(%)
Site 1										
1 Mobilization	LS	1.00	14,000.00	1.00	14,000.00	0.00	0.00	1.00	14,000.00	100.00
2 Topsoil - Strip	CY	250.00	3.00	89.00	267.00	0.00	0.00	89.00	267.00	35.60
3 Topsoil - Import	CY	250.00	20.00	59.00	1,180.00	0.00	0.00	59.00	1,180.00	23.60
4 Topsoil - Spread	CY	250.00	3.00	89.00	267.00	0.00	0.00	89.00	267.00	35.60
5 Traffic Control - Type 1	LS	1.00	2,000.00	1.00	2,000.00	0.00	0.00	1.00	2,000.00	100.00
6 Seeding Type A	SY	1,200.00	1.25	560.00	700.00	0.00	0.00	560.00	700.00	46.67
7 Mulching Type 1 - Hydro	SY	1,200.00	1.25	560.00	700.00	0.00	0.00	560.00	700.00	46.67
8 Remove Driveway All Thicknesses All Types	SY	75.00	17.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9 Remove Pavement All Thicknesses All Types	SY	1,800.00	15.00	1,429.00	21,435.00	0.00	0.00	1,429.00	21,435.00	79.39

THE CITY OF Fargo FAR MORE

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(%)
10 Remove Curb & Gutter	LF	700.00	9.00	482.00	4,338.00	0.00	0.00	482.00	4,338.00	68.86
11 Remove Pipe All Sizes All Types	LF	1,150.00	15.00	1,000.00	15,000.00	0.00	0.00	1,000.00	15,000.00	86.96
12 Remove Manhole	EA	3.00	750.00	2.00	1,500.00	0.00	0.00	2.00	1,500.00	66.67
13 Remove Inlet	EA	1.00	300.00	1.00	300.00	0.00	0.00	1.00	300.00	100.00
14 Salvage Gravel	SY	2,100.00	7.25	2,100.00	15,225.00	0.00	0.00	2,100.00	15,225.00	100.00
15 Plug Pipe 4" thru 12" Dia	EA	2.00	200.00	2.00	400.00	0.00	0.00	2.00	400.00	100.00
16 Repair Manhole	EA	1.00	8,500.00	1.00	8,500.00	0.00	0.00	1.00	8,500.00	100.00
17 F&I Manhole 7' Dia Reinf Conc	EA	2.00	9,500.00	2.00	19,000.00	0.00	0.00	2.00	19,000.00	100.00
18 Modify Manhole	EA	3.00	2,600.00	1.00	2,600.00	0.00	0.00	1.00	2,600.00	33.33
19 Connect Pipe to Exist Structure	EA	2.00	1,600.00	2.00	3,200.00	0.00	0.00	2.00	3,200.00	100.00
20 F&I Pipe w/GB 48" Dia Reinf Conc	LF	1,000.00	210.00	963.00	202,230.00	0.00	0.00	963.00	202,230.00	96.30
21 F&I Pipe w/GB 12" Dia Reinf Conc	LF	10.00	80.00	10.00	800.00	0.00	0.00	10.00	800.00	100.00
22 F&I Inlet - Single Box (SBI) Reinf Conc	EA	1.00	2,800.00	1.00	2,800.00	0.00	0.00	1.00	2,800.00	100.00
23 F&I Saddle Wye 8"x6" PVC	EA	1.00	225.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24 F&I Pipe w/GB 1" Dia Copper	LF	35.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25 F&I CS & Box 1" Dia	EA	1.00	450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	30.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27 Connect Sewer Service Less Than 10' Deep	EA	1.00	225.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28 Connect Water Service	EA	1.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29 Eliminate Water Service	EA	1.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

THE CITY OF Fargo FAR MORE

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PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
30 Stormwater Management	LS	1.00	1,500.00	1.00	1,500.00	0.00	0.00	1.00	1,500.00	100.00
31 Inlet Protection - Existing Inlet	EA	6.00	150.00	6.00	900.00	1.00	150.00	7.00	1,050.00	116.67*
32 Inlet Protection - New Inlet	EA	1.00	275.00	1.00	275.00	0.00	0.00	1.00	275.00	100.00
33 Temp Construction Entrance	EA	2.00	1,500.00	1.00	1,500.00	0.00	0.00	1.00	1,500.00	50.00
34 F&I Driveway 7" Thick Reinf Conc	SY	75.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35 Subgrade Preparation	SY	4,800.00	2.50	4,800.00	12,000.00	0.00	0.00	4,800.00	12,000.00	100.00
36 F&I Woven Geotextile	SY	4,200.00	2.50	4,000.00	10,000.00	0.00	0.00	4,000.00	10,000.00	95.24
37 F&I Class 5 Agg - 8" Thick	SY	2,700.00	9.00	2,700.00	24,300.00	70.00	630.00	2,770.00	24,930.00	102.59
38 F&I Edge Drain 4" Dia PVC	LF	700.00	7.50	466.00	3,495.00	0.00	0.00	466.00	3,495.00	66.57
39 F&I Pavement 9" Thick Doweled Conc	SY	1,800.00	78.00	714.00	55,692.00	714.00	55,692.00	1,428.00	111,384.00	79.33
40 F&I Curb & Gutter Standard (Type II)	LF	700.00	24.00	482.00	11,568.00	0.00	0.00	482.00	11,568.00	68.86
41 Casting to Grade - w/Conc	EA	5.00	300.00	5.00	1,500.00	0.00	0.00	5.00	1,500.00	100.00
42 Casting to Grade - no Conc	EA	2.00	300.00	2.00	600.00	0.00	0.00	2.00	600.00	100.00
43 F&I Casting - Floating Manhole	EA	3.00	1,800.00	3.00	5,400.00	0.00	0.00	3.00	5,400.00	100.00
44 F&I Casting - Std Manhole	EA	1.00	1,000.00	1.00	1,000.00	0.00	0.00	1.00	1,000.00	100.00
45 Salvage & Install Fence	LF	400.00	55.00	475.00	26,125.00	0.00	0.00	475.00	26,125.00	118.75*
46 Install Salvaged Gravel 8" Thick	SY	2,100.00	3.50	2,100.00	7,350.00	0.00	0.00	2,100.00	7,350.00	100.00
47 F&I Traffic Surface Gravel	TON	400.00	20.00	568.00	11,360.00	0.00	0.00	568.00	11,360.00	142.00*
103 Fill - Import Special	CY	340.00	55.00	340.00	18,700.00	0.00	0.00	340.00	18,700.00	100.00
105 F&I Manhole Type E Reinf Conc	EA	1.02	73,800.13	1.02	75,276.13	0.00	0.00	1.02	75,276.13	100.00

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PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
106 Install Electrical Service	LS	1.00	1,206.08	1.00	1,206.08	0.00	0.00	1.00	1,206.08	100.00
				Site 1 Sub Total	586,189.21		56,472.00		642,661.21	
Site 2										
48 Mobilization	LS	1.00	6,000.00	1.00	6,000.00	0.00	0.00	1.00	6,000.00	100.00
49 Clear & Grub	LS	1.00	6,000.00	1.00	6,000.00	0.00	0.00	1.00	6,000.00	100.00
50 Remove Tree	EA	10.00	1,200.00	6.00	7,200.00	0.00	0.00	6.00	7,200.00	60.00
51 Topsoil - Strip	CY	75.00	4.00	75.00	300.00	0.00	0.00	75.00	300.00	100.00
52 Topsoil - Import	CY	75.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
53 Topsoil - Spread	CY	75.00	4.00	75.00	300.00	0.00	0.00	75.00	300.00	100.00
54 Traffic Control - Type 1	LS	1.00	1,500.00	1.00	1,500.00	0.00	0.00	1.00	1,500.00	100.00
55 Seeding Type A	SY	500.00	2.00	5,868.00	11,736.00	1,769.00	3,538.00	7,637.00	15,274.00	**1527.40***
56 Mulching Type 1 - Hydro	SY	500.00	2.00	7,637.00	15,274.00	0.00	0.00	7,637.00	15,274.00	**1527.40***
57 F&I Erosion Control Blanket Type 2	SY	400.00	3.50	460.00	1,610.00	0.00	0.00	460.00	1,610.00	**115.00***
58 Rem & Repl Sidewalk 5" Thick Reinf Conc	SY	75.00	70.00	96.00	6,720.00	0.00	0.00	96.00	6,720.00	**128.00***
59 F&I Det Warn Panels Cast Iron	SF	20.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60 Remove Pavement All Thicknesses All Types	SY	150.00	25.00	110.00	2,750.00	0.00	0.00	110.00	2,750.00	73.33
61 Repair Manhole	EA	2.00	4,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62 Connect Pipe to Exist Structure	EA	3.00	2,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63 Remove Pipe All Sizes All Types	LF	165.00	20.00	165.00	3,300.00	0.00	0.00	165.00	3,300.00	100.00

THE CITY OF Fargo FAR MORE

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(%)
64 Repair Pipe 30" Dia	EA	50.00	295.00	34.00	10,030.00	0.00	0.00	34.00	10,030.00	68.00
65 F&I Type A Repair Band 27" thru 36" Dia	EA	3.00	1,300.00	2.00	2,600.00	0.00	0.00	2.00	2,600.00	66.67
66 F&I Pipe w/GB 24" Dia Reinf Conc	LF	35.00	115.00	35.00	4,025.00	0.00	0.00	35.00	4,025.00	100.00
67 F&I Pipe 24" Dia Reinf Conc	LF	130.00	105.00	115.00	12,075.00	0.00	0.00	115.00	12,075.00	88.46
68 F&I Flared End Section 24" Dia Reinf Conc	EA	1.00	6,200.00	1.00	6,200.00	0.00	0.00	1.00	6,200.00	100.00
69 Casting to Grade - w/Conc	EA	2.00	350.00	1.00	350.00	0.00	0.00	1.00	350.00	50.00
70 Subgrade Preparation	SY	150.00	8.00	70.00	560.00	0.00	0.00	70.00	560.00	46.67
71 F&I Woven Geotextile	SY	150.00	4.00	70.00	280.00	0.00	0.00	70.00	280.00	46.67
72 F&I Class 5 Agg - 8" Thick	SY	150.00	10.00	70.00	700.00	0.00	0.00	70.00	700.00	46.67
73 Repair Pavement - Patch Asph	SY	150.00	70.00	70.00	4,900.00	0.00	0.00	70.00	4,900.00	46.67
74 F&I Rip Rap Rock	CY	75.00	95.00	75.00	7,125.00	0.00	0.00	75.00	7,125.00	100.00
75 F&I NonWoven Geotextile	SY	25.00	20.00	25.00	500.00	0.00	0.00	25.00	500.00	100.00
76 F&I Slope Protection 5" Thick Reinf Conc	SY	20.00	225.00	30.00	6,750.00	0.00	0.00	30.00	6,750.00	150.00*
77 Stormwater Management	LS	1.00	1,500.00	1.00	1,500.00	0.00	0.00	1.00	1,500.00	100.00
78 Inlet Protection - Existing Inlet	EA	3.00	150.00	3.00	450.00	0.00	0.00	3.00	450.00	100.00
79 Sediment Control Log 6" to 8" Dia	LF	120.00	5.00	80.00	400.00	10.00	50.00	90.00	450.00	75.00
80 Temp Construction Entrance	EA	1.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
102 F&I Type A Repair Band 60" Plus Dia	EA	1.00	35,000.00	0.34	11,900.00	0.00	0.00	0.34	11,900.00	34.00
				Site 2 Sub Total	133,035.00		3,588.00		136,623.00	

THE CITY OF Fargo FAR MORE

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(%)
Site 3										
81 Mobilization	LS	1.00	4,500.00	1.00	4,500.00	0.00	0.00	1.00	4,500.00	100.00
82 Topsoil - Strip	CY	30.00	4.00	30.00	120.00	0.00	0.00	30.00	120.00	100.00
83 Topsoil - Import	CY	30.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
84 Topsoil - Spread	CY	30.00	4.00	30.00	120.00	0.00	0.00	30.00	120.00	100.00
85 Traffic Control - Type 1	LS	1.00	1,500.00	1.00	1,500.00	0.00	0.00	1.00	1,500.00	100.00
86 Seeding Type A	SY	350.00	2.00	300.00	600.00	300.00	600.00	600.00	1,200.00	171.43*
87 Mulching Type 1 - Hydro	SY	350.00	2.00	600.00	1,200.00	0.00	0.00	600.00	1,200.00	171.43*
88 F&I Erosion Control Blanket Type 2	SY	350.00	3.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
89 Remove Pavement All Thicknesses All Types	SY	100.00	25.00	60.00	1,500.00	0.00	0.00	60.00	1,500.00	60.00
90 F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	50.00	75.00	50.00	3,750.00	0.00	0.00	50.00	3,750.00	100.00
91 F&I Inlet - Special (SPI) Reinf Conc	EA	1.00	1,800.00	1.00	1,800.00	0.00	0.00	1.00	1,800.00	100.00
92 Casting to Grade - no Conc	EA	1.00	350.00	1.00	350.00	0.00	0.00	1.00	350.00	100.00
93 Subgrade Preparation	SY	100.00	3.00	60.00	180.00	0.00	0.00	60.00	180.00	60.00
94 F&I Woven Geotextile	SY	100.00	3.00	60.00	180.00	0.00	0.00	60.00	180.00	60.00
95 F&I Class 5 Agg - 8" Thick	SY	100.00	20.00	60.00	1,200.00	0.00	0.00	60.00	1,200.00	60.00
96 Repair Pavement - Patch Asph	SY	100.00	70.00	60.00	4,200.00	0.00	0.00	60.00	4,200.00	60.00
97 F&I Slope Protection 5" Thick Reinf Conc	SY	20.00	225.00	20.00	4,500.00	0.00	0.00	20.00	4,500.00	100.00
98 Inlet Protection - Existing Inlet	EA	2.00	150.00	1.00	150.00	0.00	0.00	1.00	150.00	50.00
99 Sediment Control Log 6" to 8" Dia	LF	60.00	5.00	10.00	50.00	0.00	0.00	10.00	50.00	16.67

THE CITY OF Fargo FAR MORE

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(%)
100 Inlet Protection - New Inlet	EA	1.00	250.00	1.00	250.00	0.00	0.00	1.00	250.00	100.00
101 Temp Construction Entrance	EA	1.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
104 Extra - StormSewers	LS	1.00	15,770.00	0.60	9,395.77	0.00	0.00	0.60	9,395.77	59.58
107 Repair Pipe 24" Dia	EA	1.00	28,431.87	0.00	0.00	1.00	28,431.87	1.00	28,431.87	100.00
				Site 3 Sub Total	35,545.77		29,031.87		64,577.64	

Summary

1. Original Contract Amount	$ 788,540.00
2. Net Change by Change Order	$ 174,384.08
3. Contract Amount To Date	$ 962,924.08
4. Total Work Completed to Date	$ 843,861.85
5. Retainage @ 0.00 % to Date	$ 36,180.42
6. Previous Retainage	$ 36,180.42
7. Retainage This Period	$ 0.00
8. Liquidated Damages	
0.00 Days to Date	$ -27,720.00
0.00 Days to Previous	$ 0.00
0.00 Days This Period	$ -27,720.00
9. Material on Hand (Payment)	$ 0.00
10. Material on Hand (Recovery)	$ 0.00
11. Adjustments	$ -27,720.00

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

12. Total Due to Date	$ 816,141.85
13. Previous Payments	$ 747,222.28
14. Payment Due This Estimate	$ 68,919.57
15. Amount allowed Pay Estimate # 11 - FINAL	$ 68,919.57

WorkFlow History

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator,Division Head,Project Manager	11/17/2020	rkluck	StageInitialized			
Draft	Administrator,Division Head,Project Manager	11/17/2020	rkluck	Complete			
Completed	Administrator,Department Head,Division Head	11/17/2020	rkluck	StageInitialized			
Completed	Administrator,Department Head,Division Head	11/18/2020	kolson	Re-draft			
Draft	Administrator,Division Head,Project Manager	11/18/2020	rkluck	StageInitialized			

Scott S. Lee
For Underground
VP 12-1-20

FARGODOME

(10)

December 9, 2020

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

RE: Approve Bid Awards

Commissioners:

The Fargo Dome Authority requests bid awards for various FARGODOME goods, as follow:

Food Purveyor:
Award Food Purveyor to **Sysco** as per the attached summary. We solicited bids for food items for a term to commence at 1/1/2021through 12/31/2023, with the option for two one-year annual renewals at prices mutually agreeable to both parties. Consistent with industry standards and as spelled out in our bid specifications, our assessment methodology involved determining the lowest net estimated expense based on vendor-provided pricing bids provided for our top 50 products as of a specific date (October 5, 2020). Prices were applied to our average annual product usage to arrive at an anticipated net annual expense per vendor. Our assessment also including other financial implications such as fuel surcharges and remittance and/or volume incentives. Other non-monetary factors included service center location and in-kind equipment provided by the vendor.

Candy Purveyor:
We solicited bids for candy items for a term to commence at 1/1/2021through 12/31/2013, with the option for two one-year annual renewals at prices mutually agreeable to both parties. We only received a bid from current provider, **Vistar**. Historic pricing and service has been satisfactory.

Janitorial Products:
Awards bids for FARGODOME Janitorial products to **Cole Paper** and **Dacotah Paper** as per the attached bid tabulation. We solicited bids for supply items to commence at 1/1/2021 through 12/31/2023 with the option for two one-year annual renewals at prices mutually agreeable to both parties. In our bid documents we expressed our preference to award a majority of products to one vendor; however, we reserved the right to award specific products to other vendors due to pricing, brands, quality, or other relevant factors. It was financially advantageous to award bids two different vendors, similar to the existing award.

At their November 24, 2020 meeting, the Fargo Dome Authority approved a motion to award the bids for FARGODOME goods as per the listed in this letter.

Requested Motion: To approve bid awards for FARGODOME goods to Sysco, Vistar, Cole Paper, and Dacotah Paper as per the respective bid tabulations to commence on 1/1/2021 through 12/31/2023 with the option for two one-year annual renewals at prices mutually agreeable to both parties.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

1800 North University Drive Fargo, ND 58102
Phone: (701) 241-9100 Fax: (701) 237-0987 www.fargodome.com

2020 RFP Summary

Food Purveyor: Request award to **Sysco**

- Sysco
  - Estimated $125,532 annual spending
  - No fuel surcharges
  - Distribution and will call center in Fargo
  - Current FARGODOME Purveyor: satisfactory systems for ordering, delivery, and returns.
- Reinhart/Performance
  - Estimated $136,007 annual spending
  - Fuel surcharge - $5.50
  - Distribution and will call center in the Rogers, MN
    - Will call orders would be next day
- Cash-Wa (Formerly FSA)
  - Estimated $135,641 annual spending
  - Based on $125,000 of annual purchases, Cash-Wa agrees to a .5% discount on all invoices paid via ACH within 7 days
  - Fuel Surcharge - $8.00
  - Distribution and will call center in Fargo
- US Foods
  - Estimated $132,532 annual spending including the following applicable, but nominally beneficial incentive programs:
    - Prompt Pay Incentive – Applied to delivery invoices and updated quarterly. Prepayment (Escrow account) receives a .60% incentive; estimated $805 based on 2019 purchases. 0-10 days payment receives a .30% incentive; estimated $403 based on 2019 purchases.
    - New Business Incentive – .85% of total US Food purchases for the first year paid as a credit memo after the first 6 months and the second 6 months. Estimated $1,141 based on 2019 purchases.
  - No fuel surcharges
  - Distribution and will call center in Grand Forks, ND
    - Delivery 6 days a week to Fargo
- Vistar
  - They do not stock all of our food items, but as a current vendor they wanted to participate in the bid process.

Candy Purveyor: Request award to **Vistar**

- Only Bid Received
- Current FARGODOME Purveyor: satisfactory systems for ordering, delivery, and returns.

Janitorial Supplies: Request award split between **Cole Papers** & **Dacotah Paper**

As per attached spreadsheet

FARGODOME: ATTACHMENT B VENDOR TO COMPLETE	brand, if alternate	historical use 2016				CURRENT PROPOSED 2021*	AWARD BID IN 2017	Notes:
Company Name:			Unipak Corp	DACOTAH	COLE			
"PAPER PRODUCTS"								
Solaris Paper Towels		225	no bid	43.69/case 6 at 800ft x 10"	31.92/case 6 at 1000ft x 8"	COLE	COLE	
Solaris Toilet Paper		280	no bid	30.30/case 18 at 1500s sheet	32.64/case 36 at 1000 sheet	COLE	COLE	
Wiper Cloth 9x15 HD Wet Task KimTeck KK6253		70	no bid	44.05/case 2 at 275 cloths	48.74/case 2 at 275 cloths	DACOTAH	DACOTAH	used for Kiplest - must have cotton content (no tear)
250-201W Disposal Sanitary Napkin Wht			no bid	15.61 each	17.31 each	COLE	COLE	
Tissue facial 2 ply pacific blue		4	no bid	16.69 30 per case 100 ct	16.86 30 per case 100ct	COLE	COLE	
Liner Waxed Paper F/Sanitary Nap		7	no bid	15.05 per 500	$16.66 per 500	COLE	COLE	
"CLEANING SUPPLIES"								
Shine Line		2	no bid	266.87 per 55 gal drum	$383.08 per 55-gal drum	DACOTAH	COLE	
Neutral Deod			no bid	43.36 4 1 gal/case	531.86 4 1 gal/case	COLE	COLE	
CLNR/DEGR Industrial SC-200 5 gal	NO SUB	10	no bid	39.92 5 gallon	43.11 5 gallon	DACOTAH	DACOTAH	
Pathmaker Cleaner	NO SUB	1	no bid	297.49 per 55 gal drum	365.94 per 55 gal drum	DACOTAH	DACOTAH	
Detgnt Laundry Clothseline BLD 5 gal		5	no bid	61.3 5 gallon	57.10 5 gallon	DACOTAH	DACOTAH	
Lemon Cleaner Neu Disinf OMQ Lemon		15	no bid	29.70 4 1 gal/case	38.40 4 1 gal/case	DACOTAH	DACOTAH	
HDQ Neutral		1	no bid	257.42 55 gallon	853.92 55 gallon	DACOTAH	DACOTAH	
Softner/Sour Laundry Clothesline		2	no bid	43.43 5 gallon	48.07 5 gallon	DACOTAH	DACOTAH	
Spartan Glass Cleaner			no bid	203.13 per 55 gal drum	266.95 per 55 gal drum	DACOTAH	DACOTAH	
Bleach Laundry Clothesline Fresh		5	no bid	24.49 per 5 gal	51.24 per 5 gal	DACOTAH	DACOTAH	
Clnr/Deer Consume Micromuscle			no bid	29.70 4 1 gal/case	43.21 4 1 gal/case	DACOTAH	DACOTAH	
CLNR/DEGR Buty BH-38		6	no bid	26.86 4 1 gal/case	29.64 4 1 gal/case	DACOTAH	DACOTAH	
Kimtech Wettask Large Format Bucket		15	no bid	30 2/case	39.58 6/case	DACOTAH	DACOTAH	Nominal difference - stay with current provider
CLNR Floor Demo Mop Conc		31	no bid	22.61 4 1 gal/case	37.30 4 1 gal/case	DACOTAH	DACOTAH	
"SUPPLIES"								
GermX Hand Soap		25	no bid	$39.73 cranberry ice or $39.50 Perlux 4 1 gal/case	$20.37 4 1 gal/case	COLE	COLE	
Cherry Urinal Block 4 oz		60	no bid	7.52 per dozen	7.12 per dozen	COLE	COLE	Nominal difference - purchase from lowest supply provider
Glove Vinyl Exam XLg Pwdr Free		14	no bid	115.63 100/box x 10	90.85 per case 100/box x 10	COLE	COLE	
Glove Vinyl Exam Lg Pwdr Free		15	no bid	115.63 100/box x 10	90.85 per case 100/box x 10	COLE	COLE	
"BROOM/MOP/VACUUM"			no bid					
Vac Upright 7AMP Dust Cup	NO SUB	6	no bid	151.25 per item	no bid	DACOTAH	DACOTAH	
Dust Pan Upright Blk Lobby		20	no bid	15.92 per item	15.24 per item	DACOTAH	DACOTAH	Nominal difference - purchase from lowest broom/mop/vac provider
Mop Wet Lg Wht S/Stitch		7	no bid	8.28 per item	8.32 per item	DACOTAH	DACOTAH	
Broom Lobby W/Handle 3Gph		19	no bid	6.17 per item	8.44 per item	DACOTAH	DACOTAH	
"TRASH CANS/LINERS"								
Liner Can Repro 43x47 Blk 2mil		240	23.40 per case of 100	21.18 per case of 100	23.62 per case of 100	DACOTAH	COLE	
Liner Can LDEM 26x42 wht		45	16.40 per case of 250	14.42 per case of 200	16.26 per case of 250	DACOTAH	COLE	
Liner Can HDEN 24x33 Nat C		2	22.75 per case of 1000	20.68 per case of 1000	23.84 per case of 1000	DACOTAH	COLE	

THE CITY OF Fargo FAR MORE

(11)

FINANCE OFFICE
PO Box 2083
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1333 | Fax: 701.476.4188
www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE

RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL

DATE: December 8, 2020

The existing legislation in place for State Water Commission funding related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project requires that the Fargo City Commission, Cass County Commission, and the Cass Water Resource Board approve all payment reimbursement requests prior to their submission and ultimate payment.

The attached reimbursement request has been prepared by Finance staff and is ready for processing. Your approval of the request for funds is hereby requested as required.

Suggested Motion:

Approve a State Water Commission request for cost reimbursement for Fargo-Moorhead Metropolitan Area Flood Risk Management Project costs totaling $8,334,015.02.

THE CITY OF Fargo FAR MORE

FINANCE OFFICE
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225 4th Street North
Fargo, ND 58102
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December 8, 2020

Garland Erbele, P.E.
North Dakota State Water Commission
900 East Boulevard Avenue, Dept 770
Bismarck, ND 58505-0850

Dear Garland,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #110 pursuant to the terms and conditions of House Bill 1020 for costs incurred from October 1, 2020 to October 31, 2020 on the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. These costs are summarized in the attached cost summaries and are supported by detailed disbursement records included within this submission.

The total amount of the claim for reimbursement is $8,334,015.02.

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
$ 244,000,000.00	$ 223,169,324.84	$ 5,554,438.14	100%	$ 5,554,438.14	
		898,251.42	50%	449,125.71	
		$ 6,452,689.56		$ 6,003,563.85	$ 14,827,111.31
$ 66,500,000.00	$ 42,819,631.64	$ 4,660,902.34	50%	$ 2,330,451.17	$ 21,349,917.19
$ 310,500,000.00	**$ 265,988,956.48**	**$ 11,113,591.90**		**$ 8,334,015.02**	**$ 36,177,028.50**

Project Narrative, this request:

Project Number	Project Description
V01701	Land purchases for homeowners living in the areas of the diversion channel phases I, II and III, I29 road raise, and staging area. Also includes a land lease for a haul road.
V01701	Residential relocation assistance for homeowners living in the upstream mitigation area. Also includes commercial relocation assistance for a business in the phase II channel area.
V02812	Pay application #25 for WP 42F.1S 2nd St north floodwall, south of the pump station
V05402	Pay application #21 for flood risk management project in Rosewood area – University Drive to the Milwaukee Trial
V05404	Pay application #5 for flood risk management project at Copperfield Court and Oakcreek along with a televised sewer inspection.
V05405	Pay application #4 for flood risk management project in Belmont Park Area, phase 2
V05407	Land purchases and residential relocation assistance for the Riverwood Addition flood risk management project.
V05408	Land purchases and residential relocation assistance for the Royal Oaks flood risk management project.
V05418	Proceeds received from the sale of a remnant lot next to the Case Plaza building
V05002	Utility relocation for Wild Rice control structure
V06301	Utility relocation for diversion channel

Engineering, Legal, and Admin Expense Summary, this request:

Expense Type	Amount
Engineering Services	2,395,423.06
Legal Services	1,199,516.18
Construction Management	746,487.69
Financial Advisor	187,967.20
Appraisal Services	44,189.87
Consulting Services	36,750.00
Property Holding Costs	28,526.09
Quality Testing	12,114.25
General Liability	9,928.00
Total Eligible Expense	**4,660,902.34**

We certify that $97,951,116 has been expended on the acquisition of homes and that these costs are eligible for the local matching share requirements of SB 2020. Records relating to these costs are on file with the City of Fargo in the Office of the City Auditor.

The City of Fargo, Cass County Commission, and the Cass County Joint Water Resource Board have approved our request for funds as required in SB 2020. Copies of their approval letters are included.

If you have any questions relating to our request, please contact me directly.

Sincerely,

Kent Costin

Kent Costin
Director of Finance, City of Fargo
Metro Flood Diversion Authority

Required Local Approvals:

City of Fargo

Cass County Commission

Cass County Joint Water Resource Dist.

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
October 2020

Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-0000-206.10-00	3/21/2019	295225	INDUSTRIAL BUILDERS INC	(12,282.15)	CITY OF FARGO'S SHARE OF PROJ	V02812	2ND ST NORTH FLOODWALL
			Total Retainage	**(12,282.15)**			
790-7930-429.67-11	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	1,857.25	PHYLLIS JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
790-7950-429.67-11	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	1,788.00	THORSETH, ROGER AND DEBOR	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	5,084.75	THORSETH, ROGER AND DEBOR	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	13,662.72	MIDWEST MOVING COMPANY LL	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	2,662.20	KENNINGER, ALLISON	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	9,322.72	MIDWEST MOVING COMPANY LL	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	2,009.00	KENNINGER, ALLISON	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	585.00	MIDWEST MOVING COMPANY LL	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	31,720.00	BARNUM, PEGGY	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.67-11	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	355.00	MONTPLAISIR, MARJORIE	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.67-11	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	3,988.44	FETTES TRANSPORTATION SYS	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.67-11	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	168.71	MONTPLAISIR, MARJORIE	V05408	FLOOD MIT-ROYAL OAKS AREA
			Total LERRDS - North Dakota - Residential Relocation Assistance	**73,203.79**			
790-7930-429.67-12	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	58,000.00	PRAIRIE SCALE SYSTEMS INC	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-12	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	5,700.00	PRAIRIE SCALE SYSTEMS INC	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-12	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	(13,234.00)	SALE OF PORTION OF CASE PLAZA	V05418	FLOOD ACQUISITIONS
			Total LERRDS - North Dakota - Commercial Relocation Assistance	**50,466.00**			
790-7930-429.71-30	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	517,000.00	MARY ADAMS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	52,000.00	DAVID & ANNETTE DELANEY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	150,045.19	PHILIP & MARTHA GROTENHUIS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	299,525.83	M & L SEN FARM, LLLP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	360,800.00	ERVIN & MILDRED FITTERER	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	107,100.00	TOM & CHRIS MCDOUGALL	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	1,793,697.00	STUART & LAURIE JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	411,000.00	RAYMOND KVALVOG	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	282,233.91	HERMAN RABANUS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	54,248.00	RAYMOND & KATHIE KVALVOG	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	224,000.00	PRAIRIE SCALE SYSTEMS INC	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	38,637.20	LANNIE RUNCK	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	72,200.00	DAN AND DEREK FLATEN	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	122,600.00	JEREMY & NICHOLE HOLCK	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	480,150.00	MARY ANN TINTES	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Land Purchases	**4,965,237.13**			
790-7930-429.71-31	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	25,000.00	VINCENT L. ULSTAD TRUST	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Land Lease	**25,000.00**			
790-7950-429.34-76	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	425.18	City of Fargo	V05404	LEVEE-OAKCREEK/COPPERFLD
			Total ND Construction - Televised Sewer Inspections	**425.18**			
790-7950-429.71-30	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	105,500.00	ALLISON KENNINGER	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.71-30	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	158,300.00	ROGER & DEBORAH THORSETH	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.71-30	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	122,500.00	TARA SCHILLING	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.71-30	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	134,600.00	BARRY NELSON	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.71-30	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	43,800.00	MARJORIE MONTPLAISIR	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.71-30	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	30,800.00	PEGGY BARNUM	V05408	FLOOD MIT-ROYAL OAKS AREA
			Total ND Construction - Land Purchases	**595,500.00**			

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
October 2020

Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-7950-429.73-52	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	135,535.66	INDUSTRIAL BUILDERS INC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.73-52	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	95,268.85	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.73-52	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	176,911.77	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
			Total ND Construction - Flood Control	**407,716.28**			
790-7950-429.73-70	10/8/2020	306775	NUSTAR PIPELINE OPERATING PTR, L.P.	192,961.15	DIVERSIONN PIPELINE RELOC	V06301	CHANNEL UTILITY RELOCATN
790-7950-429.73-70	10/22/2020	307016	CASS RURAL WATER USERS DIST	154,462.18	UTILITY RELOCATION	V05002	WILD RICE STRUC UTLTY RLC
			Total ND Construction - Utilities	**347,423.33**			
790-7915-429.33-05	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	2,250.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
790-7915-429.33-05	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	90.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
790-7915-429.33-05	10/15/2020	306901	HOUSTON-MOORE GROUP LLC	85.50	LEVEE DESIGN & SUPPORT	V01613	LEVEE DESIGN & SUPPORT
790-7915-429.33-05	10/15/2020	306901	HOUSTON-MOORE GROUP LLC	5,479.50	DRAFT OPERATIONS PLAN	V01615	DRAFT OPERATIONS PLAN
790-7915-429.33-05	10/15/2020	306901	HOUSTON-MOORE GROUP LLC	7,223.75	PERMIT SUBMITTAL & PREP	V01616	PERMIT SUBMITTAL PREP
790-7915-429.33-05	10/15/2020	306901	HOUSTON-MOORE GROUP LLC	163,018.91	GRADE RAISE DESIGN	V01620	SEAI-I29 GRADE RAISE DSGN
790-7915-429.33-05	10/15/2020	306901	HOUSTON-MOORE GROUP LLC	8,722.50	UPSTREAM MITIGATION SUPPO	V01622	MITIGATION SUPPORT SRVCS
790-7915-429.33-05	10/15/2020	306901	HOUSTON-MOORE GROUP LLC	56,569.50	TASK 26 WORK IN KIND	V01626	WORK-IN-KIND (WIK)
790-7915-429.33-05	10/15/2020	306901	HOUSTON-MOORE GROUP LLC	4,108.00	PERMIT COMPLIANCE MONITOR	V01631	PERMIT COMPLIANCE MONITOR
790-7915-429.33-05	10/22/2020	307100	OXBOW, CITY OF	845.00	MOORE ENGINEERING, INC	V02416	OXBOW MOU-MISC INFRA ENG
790-7915-429.33-05	10/22/2020	306989	AECOM TECHNICAL SERVICES, INC	8,217.00	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
790-7915-429.33-05	10/29/2020	307255	OXBOW, CITY OF	7,157.30	MOORE ENGINEERING, INC.	V02416	OXBOW MOU-MISC INFRA ENG
790-7915-429.33-05	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	1,350.00	MOORE ENGINEERING, INC213	V01201	Cass Joint Water ROE
790-7920-429.33-05	10/22/2020	307057	HOUSTON-MOORE GROUP LLC	63,256.00	PROJECT MANAGEMENT	V01601	HMG - PROJECT MANAGEMENT
790-7930-429.33-05	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	3,853.50	PROSOURCE TECHNOLOGIES	V01203	Cass Joint Water OHB
790-7930-429.33-05	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	2,834.50	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
790-7930-429.33-05	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	16,149.50	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
790-7930-429.33-05	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	27,260.93	HDR ENGINEERING INC.	V01201	Cass Joint Water ROE
790-7930-429.33-05	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	79,377.71	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	10/15/2020	306901	HOUSTON-MOORE GROUP LLC	4,734.30	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
790-7930-429.33-05	10/15/2020	306901	HOUSTON-MOORE GROUP LLC	37,854.94	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
790-7930-429.33-05	10/22/2020	306988	ADVANCED ENGINEERING INC	342,001.69	8/15-9/15/20 PROF SERVICE	V00302	PROGRAM MGMT SERVICES
790-7930-429.33-05	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	1,957.00	PROSOURCE TECHNOLOGIES	V01203	Cass Joint Water OHB
790-7930-429.33-05	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	2,691.50	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
790-7930-429.33-05	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	21,072.30	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
790-7930-429.33-05	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	23,390.51	HDR ENGINEERING INC.	V01201	Cass Joint Water ROE
790-7930-429.33-05	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	66,219.58	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
790-7950-429.33-05	10/15/2020	306901	HOUSTON-MOORE GROUP LLC	4,420.50	COMPLIANCE OBSERVATION	V01629	WORK COMPLIANCE OBSERV.
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	10,028.30	City of Fargo	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	11,236.50	HOUSTON ENGINEERING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	10,635.25	HOUSTON ENGINEERING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	1,598.32	HOUSTON ENGINEERING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	7,107.39	HOUSTON ENGINEERING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	3,664.29	HOUSTON ENGINEERING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	77,456.50	HDR ENGINEERING INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	23,109.25	HDR ENGINEERING INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	29,499.84	HDR ENGINEERING INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	18,622.29	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	9,786.50	KLJ ENGINEERING, LLC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	6,190.00	KLJ ENGINEERING, LLC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	1,625.50	KLJ ENGINEERING, LLC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	230.00	KLJ ENGINEERING, LLC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	2,660.00	KLJ ENGINEERING, LLC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	1,643.00	KLJ ENGINEERING, LLC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	2,887.50	KLJ ENGINEERING, LLC	V05405	LEVEE/FLOODWALL - BELMONT

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Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	845.00	KLJ ENGINEERING, LLC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	893.00	KLJ ENGINEERING, LLC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	627.00	KLJ ENGINEERING, LLC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	859.00	KLJ ENGINEERING, LLC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	4,431.50	KLJ ENGINEERING, LLC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	575.00	KLJ ENGINEERING, LLC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	846.00	KLJ ENGINEERING, LLC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	13,791.36	City of Fargo	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	36,729.45	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	224,165.24	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	71,299.83	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	35,113.76	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	52,328.63	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	47,380.50	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	47,140.00	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	37,312.64	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	4,020.25	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	7,077.15	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	15,564.00	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	31,540.62	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	122,756.03	City of Fargo	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	66,131.33	City of Fargo	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	56,589.57	City of Fargo	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	178.80	City of Fargo	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	1,457.89	City of Fargo	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	(59.01)	City of Fargo	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	5,137.10	SRF CONSULTING GROUP, INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	7,913.22	SRF CONSULTING GROUP, INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	11,331.48	SRF CONSULTING GROUP, INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	1,334.82	SRF CONSULTING GROUP, INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	3,330.62	SRF CONSULTING GROUP, INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	399.93	SRF CONSULTING GROUP, INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	8,664.30	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	7,468.25	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	21,732.17	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	7,942.55	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	32,414.96	City of Fargo	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	3,606.34	City of Fargo	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	26,616.79	City of Fargo	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	16.87	City of Fargo	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	6,972.00	HOUSTON ENGINEERING INC	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	8,432.75	HOUSTON ENGINEERING INC	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	35,007.50	HOUSTON ENGINEERING INC	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	10,536.23	HOUSTON ENGINEERING INC	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	5,767.00	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	11,539.30	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	14,270.50	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	5,787.49	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	4,059.50	KLJ ENGINEERING, LLC	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	10,217.50	KLJ ENGINEERING, LLC	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	3,622.50	KLJ ENGINEERING, LLC	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	895.50	KLJ ENGINEERING, LLC	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	9,113.50	KLJ ENGINEERING, LLC	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	684.00	KLJ ENGINEERING, LLC	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	3,512.75	HOUSTON ENGINEERING INC	V05413	FLOOD MIT-52ND AVE/UNV DR

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790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	3,097.50	HOUSTON ENGINEERING INC	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	3,240.00	HOUSTON ENGINEERING INC	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	4,752.00	APEX ENGINEERING GROUP IN	V05419	STORM LIFT STATION #24
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	612.50	APEX ENGINEERING GROUP IN	V05419	STORM LIFT STATION #24
790-7950-429.33-05	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	11,536.50	APEX ENGINEERING GROUP IN	V05419	STORM LIFT STATION #24
790-7952-429.33-05	10/15/2020	306901	HOUSTON-MOORE GROUP LLC	14,778.03	SERVICES DURING CONST	V01623	CONSTRUCTN/BID SVCS WP43
790-7955-429.33-05	10/15/2020	306901	HOUSTON-MOORE GROUP LLC	15,995.97	SERVICES DURING CONST	V02806	CONSTRUCTION SVCS WP42
790-7990-429.33-05	10/15/2020	306901	HOUSTON-MOORE GROUP LLC	13,316.75	PROCUREMENT SUPPORT	V01621	P3 RFP PROCUREMENT SUPPRT
			Total Engineering Services	**2,395,423.06**			
790-7910-429.33-25	10/8/2020	306729	ERIK R JOHNSON & ASSOCIATES	1,428.00	4/26-5/26 LEGAL SERVICES	V00102	General & Admin. WIK
790-7910-429.33-25	10/22/2020	307100	OXBOW, CITY OF	335.00	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
790-7910-429.33-25	11/7/2020	819	P CARD BMO	82,479.06	Ohnstad Twichell PC	V00102	General & Admin. WIK
790-7930-429.33-25	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	30,956.33	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	1,816.50	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
790-7930-429.33-25	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	8,708.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	11,740.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	20,549.66	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	10,216.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	9,341.65	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	1,603.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	1,383.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	2,587.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	948.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	1,659.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	10,318.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	158.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/7/2020	819	P CARD BMO	2,219.00	Ohnstad Twichell PC	V00103	General & Admin. LERRDS
790-7930-429.33-25	11/7/2020	819	P CARD BMO	330,863.32	DORSEY AND WHITNEY LLP	V00101	Dorsey Whitney Legal
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	59.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	205.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	25,533.70	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	1,064.50	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	1,435.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	14,593.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	7,706.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	29,585.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	7,929.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	12,880.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	3,669.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	942.80	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	5,784.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	205.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	10,411.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	186.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	3,767.15	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	2,554.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	1,463.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	1,860.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	1,180.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	265.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	383.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	1,546.33	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	408.50	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	7,913.50	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS

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790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	220.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	3,689.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	150.50	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	684.33	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	193.50	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	270.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	310.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	2,951.20	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	310.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	290.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	235.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	526.75	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	1,096.50	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	161.25	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	2,308.60	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	47.60	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	1,523.20	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	5,633.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	17,019.42	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	43.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	1,451.80	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	520.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	280.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	5,306.26	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	1,904.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	235.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	86.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	638.87	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7990-429.33-25	10/22/2020	306995	ASHURST LLP	217,292.40	DIVERSION LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
790-7990-429.33-25	10/22/2020	306995	ASHURST LLP	46,953.00	DIVERSION LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
790-7990-429.33-25	10/22/2020	306995	ASHURST LLP	50,949.00	DIVERSION LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
790-7990-429.33-25	10/22/2020	306995	ASHURST LLP	87,331.50	DIVERSION LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
790-7990-429.33-25	11/7/2020	819	P CARD BMO	76,061.00	Ohnstad Twichell PC	V00102	General & Admin. WIK
			Total Legal Services	**1,199,516.18**			
790-7950-429.33-32	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	18,000.00	RM HOEFS & ASSOCIATES INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-32	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	2,500.00	PAGAN, JORGE L	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-32	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	2,500.00	PAGAN, JORGE L	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-32	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	2,500.00	PAGAN, JORGE L	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	550.00	NORTHPOINTE APPRAISALS	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	2,500.00	PAGAN, JORGE L	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	650.00	SWALSTAD, DENAE	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	2,500.00	PAGAN, JORGE L	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	469.85	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	4,233.85	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	5,044.26	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	2,741.91	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
			Total Appraisal Services	**44,189.87**			
790-7990-429.33-47	10/22/2020	307104	PROGRAM ADVISOR SERVICES, LLC	36,750.00	DIVERSION CONSULTING SERV	V05801	CONSULTING SERVICES
			Total Consulting Services	**36,750.00**			
790-7920-429.33-79	10/8/2020	306718	CH2M HILL ENGINEERS INC	441,143.89	PROGRAM MGMT	V00211	CH2M HILL-6/2019-12/2021
790-7920-429.33-79	10/8/2020	306718	CH2M HILL ENGINEERS INC	292,778.99	PROGRAM MGMT	V00212	P3 PROCUREMENT SUPPORT
790-7920-429.33-79	10/22/2020	307100	OXBOW, CITY OF	2,070.25	MOORE ENGINEERING, INC	V02421	OXBOW MOU-MOORE PROJ MGMT

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
October 2020

Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-7920-429.33-79	10/29/2020	307255	OXBOW, CITY OF	1,387.75	MOORE ENGINEERING, INC.	V02421	OXBOW MOU-MOORE PROJ MGMT
790-7930-429.33-79	10/8/2020	306718	CH2M HILL ENGINEERS INC	9,106.81	PROGRAM MGMT	V00210	CH2M HILL-LAND ACQUISITON
			Total Construction Management	**746,487.69**			
790-7950-429.38-99	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	1,381.75	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	2,173.50	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	5,627.00	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	10/28/2020	JB10200026	CITY OF FARGO-AUDITORS OFFICE	2,932.00	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
			Total Quality Testing	**12,114.25**			
790-7990-429.34-55	10/8/2020	306730	ERNST & YOUNG INFASTRUCTURE	100,330.00	AUG PROF SERVICES	V03301	PPP FINANCL ADVISORY SVCS
790-7990-429.34-55	10/29/2020	307211	ERNST & YOUNG INFASTRUCTURE	87,637.20	FINANCIAL ADVISORY	V03301	PPP FINANCL ADVISORY SVCS
			Total Financial Advisor	**187,967.20**			
790-7910-429.52-30	10/29/2020	307241	MARSH & MCLENNAN AGENCY LLC	9,928.00	RENEWAL-GENERAL LIABILITY	V00102	General & Admin. WIK
			Total General Liability	**9,928.00**			
790-7930-429.41-05	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	32.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	32.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	27.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	34.70	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	34.70	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	30.19	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.52-10	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	150.00	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.52-10	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	17,613.94	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	68.25	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	122.34	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	54.00	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	10/8/2020	306716	CASS COUNTY JOINT WATER RESOURCE DI	29.42	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	12.08	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	55.23	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	29.35	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	1,917.84	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	2,616.37	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	1,193.41	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	1,854.22	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	10/29/2020	307193	CASS COUNTY JOINT WATER RESOURCE DI	2,619.05	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
			Total Property Holding Costs	**28,526.09**			
			Total Expense for Period	**11,113,591.90**			

THE CITY OF Fargo FAR MORE

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

(12)

Public Health
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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 7, 2020

RE: CONTRACT AMENDMENT FOR MAPLETON PUBLIC SCHOOL DISTRICT FOR ADDITIONAL SCHOOL NURSING HOURS FOR $4,467.96

The attached amendment to the contract with Mapleton School for $4,467.96 is for additional nursing services for the 2020-2021 school year.

No budget adjustments are required for these contracts.

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

Suggested Motion: Move to approve the school contract amendment for nursing services for the coming school year.

DF/lls
Enclosures

ADDENDUM TO PROVISION OF NURSING SERVICES FOR THE MAPLETON PUBLIC SCHOOL DISTRICT

This document is in reference to a contract agreement for the school year 2020-2021 between the Mapleton Public School District and Fargo Cass Public Health.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following change and/or addition that is outlined below. Addendum changes will be in effect starting November 30, 2020.

Mapleton Public School district is requesting an increase in the hours for school nursing hours to be used expand the regular nursing coverage. Therefore, Mapleton Public School District agrees to pay the additional time at 100% (salary plus benefits). The RN hourly rate will be $41.37 for four and one half hours per week for 24 weeks (41.37 x 4.5 x 24 weeks) or an additional total of $4,467.96.

The total Mapleton Public School District contract will be as follows:

Current contract for nursing services	$1,732.49
Plus the additional one hundred and eight hours at 100 % or	$4,467.96

Grand Total for Mapleton Public School District for the 2020 2021 school year is **$6,200.45**

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

Provider-Fargo Cass Public Health

Desi Fleming

Desi Fleming, Director of Public Health

12/07/2020

Date

Timothy J. Mahoney, Mayor, City of Fargo

Date

District Mapleton Public Schools

Tim Jacobson Principal

Printed Name and Title

12/3/20

Date

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(13)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 7, 2020

RE: AGREEMENT FOR $9,900 WITH INDEPENDENT CONTRACTOR, KYLE BOSTER FOR SERVING AS LOGISTICS AND OPERATIONS SUPPORT FOR THE COVID-19 INCIDENT COMMAND STATION

The attached agreement for services with Kyle Boster is to serve as a Logistics and Operations Support person for the COVID-19 Incident Command. The cost of this contract will be covered by the CARES funding. The cost will not exceed a total of 282 hours for a total of $9,900 at a rate of $35.00 per hour.

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

Suggested Motion: Move to approve the agreement with Kyle Boster.

DF/lls
Enclosure

THE CITY OF Fargo FAR MORE

AGREEMENT FOR SERVICES

Public Health
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Fargo Cass Public Health

THIS AGREEMENT, effective the 5th of December 2020, by and between Fargo Cass Public Health ("FCPH"); and Kyle Boster.

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 5th,2020 through December 30, 2020.

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:** Kyle Boster shall be reimbursed at a rate of $35 per hour for the above services rendered, not to exceed 282 hours for 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

Desi Fleming, Director of Public Health

Date 12/07/2020

KYLE BOSTER,
INDEPENDENT CONTRACTOR

Kyle Boster, Independent Contractor

Date 05 Dec 2020

Timothy J. Mahoney, Mayor, City of Fargo

Date

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 7, 2020

RE: AGREEMENT FOR $9,900 WITH INDEPENDENT CONTRACTOR, CODY MAUCH FOR SERVING AS LOGISTICS AND OPERATIONS SUPPORT FOR THE COVID-19 INCIDENT COMMAND STATION

The attached agreement for services with Cody Mauch is to serve as a Logistics and Operations Support person for the COVID-19 Incident Command. The cost of this contract will be covered by the CARES funding. The cost will not exceed a total of 282 hours for a total of $9,900 at a rate of $35.00 per hour.

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

Suggested Motion: Move to approve the agreement with Cody Mauch.

DF/lls
Enclosure

THE CITY OF Fargo FAR MORE

AGREEMENT FOR SERVICES

Public Health
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Fargo Cass Public Health

THIS AGREEMENT, effective the 7th of December 2020, by and between Fargo Cass Public Health ("FCPH"); and Cody Mauch.

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 9th 2020 through December 30, 2020.

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:** Cody Mauch shall be reimbursed at a rate of $35 per hour for the above services rendered, not to exceed 282 hours for 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

Desi Fleming, Director of Public Health

Date 12/07/2020

CODY MAUCH,
INDEPENDENT CONTRACTOR

Cody Mauch, Independent Contractor

Date 12-07-2020

Timothy J. Mahoney, Mayor, City of Fargo

Date

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(15)

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 7, 2020

RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES FOR OPIOID/STIMULANT PREVENTION, TREATMENT AND RECOVERY CONTRACT NO. #810-11882 CFDA NO. N/A, $177,000

This is a request to approve the attached Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for mobile outreach program. The reimbursement shall be $14,750 per month, with total payment not exceeding $177,000.

The following budget adjustments are required for this contract:

2021 Revenue:		
Opioids SOR Grant	**101-0000-334-10-53**	**$52,750**
2021 Expense:		
Medical Supplies	**101-6013-451-61-20**	**$52,750**

If you have questions, please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the contract with the North Dakota Department of Human Service for substance abuse prevention.

DF/lls
Enclosure

CONTRACT #810-11882

PURCHASE OF SERVICE AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

City of Fargo (Vendor), 1240 25th Street South, Fargo, ND 58103, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from October 1, 2020, through September 30, 2021. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

Vendor shall implement evidence-based strategies addressing opioid or stimulant misuse and use disorders through prevention, treatment, and recovery as identified in the submitted "Invitation to Apply". Vendor shall ensure all practitioners eligible to obtain a Drug Addiction Treatment Act of 2000 (DATA) waiver employed by an organization receiving funding through State Opioid Response (SOR) receives such a waiver.

Vendor shall ensure any organization receiving funding through the SOR perform HIV and viral hepatitis testing as clinically indicated and referral to appropriate treatment provided to those testing positive. Vendor shall ensure third party and other revenue realized from the provision of services to the extent possible and use Substance Abuse and Mental Health Services Administration (SAMHSA) grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan.

Vendor shall make any necessary project modifications as deemed necessary by State. Vendor shall coordinate with all State-funded SOR sub-recipients to support collective efforts meeting the goals and objectives of the SOR grant program. Vendor shall coordinate with existing community-based organizations and programs to maximize benefit, avoid duplication, and leverage, redirect, and realign resources. Vendor shall collaborate with State-contracted SOR evaluator to ensure all state and federal required data is collected, including the designated measures under the Government Performance and Results (GPRA) Modernization Act of 2010 for approved treatment and recovery activities (pre, follow-up, and post-grant activities).

Vendor shall comply with reporting deadlines as required by SAMHSA. Vendor shall submit monthly reports to State by the 10th of each month (unless otherwise directed based on SAMHSA requirements), which may include:

a. Project performance; implementation status
b. Achievements and barriers
c. Any changes to local strategy implementation
d. Process and outcome measures, which may include:

    1) Number of individuals served
    2) Number of individuals trained
    3) Number of providers implementing Medication-assisted treatment (MAT)
    4) Dissemination and utilization of naloxone

Vendor shall engage in ongoing communication with State and project evaluator for monitoring of local strategy implementation and project analysis.

By September 30, 2021, Vendor shall complete a final project summary report to include the following information:

e. Summary of progress made for each implemented strategy, including success stories.
f. Identified barriers to implementation for each strategy and efforts made to address them.

Vendor shall participate in training and technical assistance provided by State.

Vendor shall follow all SAMHSA standard funding restrictions.

Vendor shall ensure all communication (i.e. media, partnership meetings, stakeholders, etc.) about efforts related to this project includes the following language:

> This effort is associated with North Dakota's State Opioid Response Grant (SOR), funded by the federal Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), administered through the North Dakota Department of Human Services.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement, monthly report, and required Agreement deliverables met to date, shall pay Vendor monthly payments of $14,750. Total payment under this Agreement may not exceed $177,000. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 15 days after the expiration or termination of this Agreement, or upon request by State.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest

State is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, State, in its sole discretion, by written notice to Vendor, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

State may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Vendor or on any later date stated in the notice, under any of the following conditions:

1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.

2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause

State may terminate this Agreement effective upon delivery of written notice to Vendor, or any later date stated in the notice:

1) If Vendor fails to provide services required by this Agreement within the time specified or any extension agreed to by State; or

2) If Vendor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of State provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. NONPERFORMANCE

Failure by Vendor to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by Vendor renders the Agreement impossible of performance by Vendor and is caused by circumstances beyond the control of Vendor, and through no fault of Vendor, the Agreement will be terminated and State may set off, against any liability or obligations owed to Vendor under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

6. FORCE MAJEURE

Vendor shall not be held responsible for delay or default caused by fire, flood, riot, acts of God, or war if the event is beyond Vendor's reasonable control, and Vendor gives notice to State immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this Agreement is a one-time agreement, and acknowledges that it has received no assurances that this Agreement may be extended beyond its expiration date.

8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

By signing this Agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Vendor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

9. AUTHORITY TO CONTRACT

Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Vendor is solely responsible for the performance of any subcontractor. Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

10. INDEPENDENT ENTITY

Vendor is an independent entity under this Agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor retains sole and absolute discretion in the manner and means of carrying out Vendor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

11. INDEMNITY

State and Vendor each agree to assume their own liability for any and all claims of any nature, including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this Agreement.

12. INSURANCE

a. Vendor shall secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

   1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with a minimum liability limit of $1,000,000 per occurrence.
   2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
   3) Workers compensation coverage meeting all statutory requirements.

b. The insurance coverages listed above must meet the following additional requirements:

1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Vendor. The amount of any deductible or self-retention is subject to approval by the State.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
3) The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned State representative.
4) Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement. An updated, current certificate of insurance shall be provided in the event of any change to a policy.
5) Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.

13. NOTICE

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

City of Fargo 1240 25th Street South Fargo, ND 58103	OR	ND Department of Human Services Behavioral Health Division 600 E Boulevard Ave, Dept. 325 Bismarck, ND 58505-0250

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Agreement constitutes the entire Agreement between Vendor and State. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Agreement.

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

15. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.

16. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

17. ASSIGNMENT

Neither party may assign this Agreement or the party's rights under this Agreement without the written approval of the other party. Approval to assign may not be unreasonably withheld. This Agreement is equally binding on the respective parties and their successors and assigns.

18. SPOLIATION – PRESERVATION OF EVIDENCE

Vendor shall promptly notify State of all potential claims that arise or result from this Agreement. Vendor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

19. WORKS FOR HIRE

Vendor acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to State all rights and interests Vendor may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Vendor in performance of this Agreement for State shall be the sole property of State, and Vendor hereby assigns and transfers all its right, title, and interest therein to State. Vendor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created for State or purchased by State under this Agreement belong to State and must be delivered to State at State's request upon expiration or termination of this Agreement.

21. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

22. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, except for disclosures prohibited in this Agreement, State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records obtained or generated by Vendor under this Agreement, except for records that are confidential under this Agreement, may be open to the public upon request under certain circumstances under the North Dakota open records law. Vendor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

23. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this Agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by North Dakota Century Code § 28-26-04.

24. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

26. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

CITY OF FARGO

By Desi Fleming 12/07/2020
Desi Fleming DATE

Its Public Health Director

45-6002069
Vendor's Federal Taxpayer Identification Number

By
Timothy J. Mahoney

Its Mayor, City of Fargo

DATE

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By
CHRISTOPHER D. JONES DATE
EXECUTIVE DIRECTOR

By
KYLE J. NELSON DATE
CONTRACT OFFICER
Approved for form and content

THE CITY OF Fargo FAR MORE

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

(16)

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON, CHAIRMAN
CITY OF FARGO ND CARES PROGRAM

DATE: DECEMBER 3, 2020

RE: CITY OF FARGO ND CARES VETERAN PROGRAM, APPROVAL OF $10,000 STIMULUS FOOD INSECURITY FUNDS FROM THE BOB WOODRUFF FOUNDATION

On behalf of the City of Fargo ND Cares Veteran's Program, I would like to request Commission approval to receive $10,000 in stimulus funds to target food insecurity from the Bob Woodruff Foundation.

These funds were awarded to the Fargo ND Cares Program based on a review of nationwide applications. The stimulus funds will target food insecurity associated with Veterans in Cass County and be distributed through the Cass County Veterans Service Office, Project HART/Centre Inc. and SENDCAA.

These stimulus funds do not have a matching requirement from the City of Fargo.

As the Chairman for the City of Fargo ND Cares Program, please feel free to contact me directly if you have any questions 701.241.1388.

Suggested Motion: Move to approve $10,000 in food insecurity stimulus funds made possible by the Bob Woodruff Foundation.

GL
Enclosure

BOB WOODRUFF FOUNDATION
Investing in the Next Chapter for Our Veterans

November 30, 2020

Dear Grant,

The Bob Woodruff Foundation (BWF) is pleased to provide North Dakota Cares - Fargo, North Dakota with a targeted stimulus award of $10,000.00 to support your effort as a BWF local partner combatting food insecurity for the veterans you serve. This award is to serve at least 100 veterans, with a maximum individual benefit of $100.00. These funds may be used only for direct costs related to hunger and food insecurity, consistent with the application you submitted. This BWF funding is made possible by Craig Newmark Philanthropies (CNP).

Please review the information in this agreement, ensure that an authorized signatory of your organization signs a copy of this letter, then upload the document to the BWF Grants Management System using your previously created credentials no later than December 4, 2020. (The username for the account is Grant.Larson.) By uploading this signed letter, you accept the terms outlined in this agreement and acknowledge that this letter represents a contract between the Bob Woodruff Foundation and North Dakota Cares - Fargo, North Dakota. BWF will issue an award check upon receipt of this letter from an authorized signatory. If you have any questions about this process, please contact Michelle Doubet.

You must expend these funds and complete a report on or before March 1, 2021. We take this requirement seriously and consider the timeliness and quality of your submissions when making subsequent award decisions. Your report must contain:

- Confirmation that you have expended all BWF funding
- A brief overview of how you used the BWF funding
- Number of service members or veterans you served with this BWF funding
- Number of individuals in the service members' or veterans' household directly served with this BWF funding
- At least 1 compelling human-interest story of an individual with need, who benefitted from this BWF investment
- Photo/video of a participant or a relevant visual of your program. Please ensure photos are .jpeg files, and videos are .mov, .mp4, or a link is provided to a video online. Please provide photos and videos in the highest resolution possible.

BWF reserves the right to share this content with BWF funders or other key stakeholders, unless agreed otherwise.

If you choose to acknowledge this BWF funding in your social media, please use the following language: *We're proud to be a BWF local partner. Our thanks to the Bob Woodruff Foundation and Craig Newmark Philanthropies for this funding to help us in our efforts to combat food insecurity among service members, veterans, their families, and their caregivers.*

Any use of the Bob Woodruff Foundation name or logo on digital or print materials including, but not limited to, invitations, press release, signage, and collateral, must be approved by BWF in advance of any electronic or print distribution. All approvals must be sent to Kate Cook. We require a minimum of one week for approvals; we appreciate any further advanced notice. We reserve the right to request the removal of our logo from program or organizational materials at the conclusion of this effort.

Congratulations! Thank you for what you do each and every day in support of those we all are honored to serve.

Sincerely,

Anne Marie Dougherty

Chief Executive Officer, Bob Woodruff Foundation

Name: Grant T. Larson Signature: [signature]

Title: Chairman, Fargo ND Cares Date: 12/1/2020

1350 BROADWAY, SUITE 905, NEW YORK, NY 10018

Name: Timothy J. Mahoney Signature: _____ Date: _____
Mayor, City of Fargo

THE CITY OF Fargo FAR MORE

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

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

17

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 8, 2020

RE: SECOND CONTRACT AMENDMENT FOR NORTHERN CASS SCHOOL DISTRICT FOR ADDITIONAL SCHOOL NURSING HOURS FOR $28,050

The attached second amendment to the contract with Northern Cass School for $28,050 are for additional nursing services for the 2020-2021 school year.

No budget adjustments are required for these contracts.

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

Suggested Motion: Move to approve the school contracts for nursing services for the coming school year.

DF/lls
Enclosures

ADDENDUM TO PROVISION OF NURSING SERVICES FOR THE NORTHERN CASS PUBLIC SCHOOL DISTRICT

This document is in reference to a contract agreement for the school year 2020-2021 between the Northern Cass Public School District and Fargo Cass Public Health. This is the second addendum for the 2020-2021 school year. The addendum changes will be effect December 3, 2020.

Northern Cass Public School district is requesting an increase in extra hours for school nursing hours to be used during the school year. These hours are related to increased activity for COVID 19 activities. Therefore, Northern Cass Public School District, agrees to pay the additional time at 100% (salary plus benefits). The RN hourly rate will be $46.75 for 600 hours or an additional total of $28,050.00.

The total Northern Cass Public School District contract cost will be as follows:

Original contract for nursing services	$46,746.05
Addendum from 8-10-2020 for 80 hours at 100%	$3,740.00
Addendum from 12-3-2020 for 600 hours at 100%	$28,050.00
Grand total for Northern Cass Public School District for the 2020-2021 school year is	**$78,536.05**

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

Provider- Fargo Cass Public Health

Desi Fleming

Desi Fleming, Director of Public Health

12/08/2020

Date

District- Northern Cass Public School

Corey Steiner, Superintendent

12-8-20

Date

Timothy J. Mahoney, Mayor, City of Fargo

Date

CITY OF Fargo

Fargo Inspections
City of Fargo
225 Fourth Street North
701-241-1561
fax 701-241-1526

(18)

Memorandum

DATE: December 10, 2020

TO: Mayor Mahoney and Board of City Commissioners

FROM: Bruce Taralson, Inspections Director BT

SUBJECT: Dangerous Building Notice and Order at 1021 10 Street N., Fargo, ND 58102

The property owner of 1021 10 Street N., Fargo, ND 58102 the property that is subject of the attached Notice, has failed to comply with my order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-0405, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-0405, to set Monday, December 28, 2020 as the date for the hearing regarding the dangerous building order for the structure at 1021 10 Street N., Fargo, ND 58102.**

Fargo Inspections

City of Fargo
225 4th Street North
701-241-1561
701-476-6779 fax

NOTICE OF DANGEROUS BUILDING

TO: Jesse & Ivette Lugo
109 3 Avenue West
West Fargo, ND 58078

YOU ARE HEREBY Given Notice of the following:

1. That this Notice is being given to you pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings.

2. That the building with which this Notice is concerned is commonly known as 1021 10 St N, and is located on that tract of land in the city of Fargo, more particularly described as follows:

Chapins, Block 13, S 55 FT OF E

(hereinafter referred to as "the building")

3. That an inspection was made of the building on October 4, 2019 by Steve Eickhoff, Building Inspector of the City of Fargo.

4. That the building inspector for the City of Fargo has found the building, consisting of a story and a half, wood-framed structure to be a Dangerous Building within the standards set forth in the Fargo Municipal Code, Article 21-04, Dangerous Buildings and IPMC Code 108.1.5 concerning Dangerous Structures.

5. This building has been found to be a dangerous building by the building inspector. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass. It is unlawful to remove this notice until such notice is complied with. Source: 1952 Rev. Ord. 21-0404.

6. That the owner of the building must demolish the building within 30 days from the date of this notice or obtain a permit to repair. To obtain a permit, see 'Conditions Found Statement' below.

7. The building is unsafe and constitutes a public nuisance pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and Section 116 of the International Building Code as adopted by Article 21-0101 of the Fargo Municipal Code.

8. You are further given Notice that unless the building is demolished within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and the International Building Code and the owner will be assessed such costs as are provided for therein.

9 Order for vacation of building. The undersigned building official has determined that the building or structure must be vacated as required by Section 108.2 of the International Property Maintenance Code, 2015 edition. Therefore, it is hereby ordered that the building or structure shall be vacated immediately, and remain vacated, on this 8th day of October, 2019.

11. Order to secure building. The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance. **An inspector will continue to verify compliance.** Failure to keep the building secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

Dated this 8 day of October, 2019.

Conditions Found Statement

On , Building Inspector Steve Eickhoff, was present at 1021 10 St N, Fargo, ND to address investigating a complaint. The following violations were found:

- Some house windows are boarded up.
- Some house windows are broken.
- Doors are not secured.
- Rear stairs were built without a permit and do not meet current code.
- Construction materials in rear yard are unkempt and deteriorating.

Steve Eickhoff
Building Inspector
City of Fargo, ND

October 8th 2019
Date Signed

Bruce Taralson
Inspections Administrator

10/8/19
Date Signed

THE CITY OF Fargo FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

(19)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING & DEVELOPMENT DIRECTOR NC
CATLYN CHRISTIE, ASSISTANT PLANNER

DATE: DECEMBER 9, 2020

RE: APPROVAL OF NDSU FOOD SECURITY FUNDING

The Department of Planning & Development is proposing to fund North Dakota State University's Food Security Fund for $20,000 through Social Service funds. Funds will go toward purchasing food and household products for food-insecure students within the NDSU community over the next nine months. Through conversation with community partners, Planning staff has identified the urgent need to address food insecurity within its student population.

To expedite funding for this activity, staff is requesting City Commission approval to allocate $20,000 to North Dakota State University to purchase food and supplies to support food-insecure students within the NDSU community.

Recommended Motion: Approve the attached agreement allocating $20,000 to North Dakota State University.

AGREEMENT
NORTH DAKOTA STATE UNIVERSITY

FARGO SOCIAL SERVICE FUND - 2020

1. **Agreement**
   This agreement, made and entered into this 14th day of December, 2020, by and between the **City of Fargo** (City) and **North Dakota State University** (Recipient) is made to enable the Recipient to undertake certain activities with the 2020 Fargo Social Service funds as described in the Statement of Work. Therefore, the City and the Recipient agree as follows:

2. **Authority**
   The North Dakota State Constitution (Chapter X) and the ND Century Code (*40-05-01(75)*) give the City the authority to grant funds to private entities for "reasonable support of the poor" and "encouragement of the arts" activities.

3. **Statement of Work**
   Purchase foods and household products to support food-insecure members of the NDSU community.

4. **Compensation and Payment**
   Provided the activities authorized under the statement of work and contract signed by the Recipient are eligible expenditures of Fargo Social Service funds, the City agrees to provide an amount not to exceed $20,000.00. Funds shall be disbursed upon presentation of a signed agreement.

5. **Responsibility of the City**
   The City shall designate representatives of the City who will be authorized to make all necessary decisions required in connection with the execution of this agreement and disbursing funds in connection with the program.

6. **Term of the Agreement**
   The terms of this agreement shall be for one year.

7. **Assurances**
   This agreement may be terminated if the Recipient materially fails to comply with the Statement of Work. In the event that this Agreement is terminated for non-compliance, the Recipient may be required to repay funds that have been invested in the project.

8. **Monitoring and Evaluation**
   The City reserves the right to monitor and evaluate the progress and performance of the Recipient to assure that the terms of this agreement are being satisfactorily met in accordance with the City. The Recipient shall cooperate with the City relating to such monitoring and evaluation.

   The Recipient will provide the City with a report of benefit information by December 31, 2021.

9. **Entire Agreement**
   The provisions as set forth in Items 1-9 constitute the agreement between the parties.

NORTH DAKOTA STATE UNIVERSITY

Casey Peterson
Dean of Students

CITY OF FARGO

Timothy J. Mahoney, M.D.
Mayor

North Dakota State University Food Security Fund
Request to City of Fargo
December 14, 2020

Food insecurity among college students is a national problem, as well as a challenge for a substantial number of NDSU students. According to a 2020 survey of NDSU students, 38% of 262 students had experienced food insecurity and 58% of the respondents reported that they knew of at least one student who did not have sufficient food. In a companion survey of faculty and staff, food insecurity was identified as a moderate problem (51%) or serious problem (11%) for NDSU students. Students who are food insecure are forced to make difficult economic decisions, potentially skipping meals, or making compromised food choices that can lead to negative impacts on health and education.

In response to this survey, the NDSU Food Security Task Force was established to create a campus food pantry, implement a Swipe Out Hunger program, and to support broad efforts to reduce food insecurity on NDSU campus. In the previously mentioned survey, 70% of NDSU students reported they would use a food pantry at least occasionally, of these 18% of respondents reported that they would frequently use this resource.

A first-time pop-up food pantry was held on November 5, 2020 on NDSU campus that was utilized by over 170 students. Additionally, the Swipe Out Hunger program was implemented in the fall of 2020 and to date, 90 dining service meals have been donated to NDSU students.

For spring 2021, a permanent food pantry will be open in the NDSU Bookstore that will be stocked with a variety of nutritious foods and household products to support students in need.

The funds requested from the City of Fargo will be utilized to purchase foods and household products to support food-insecure members of the NDSU community.

Budget

Food & Household Products Estimated $2000/month x 10 months	$20,000

Total Amount Requested **$20,000**

THE CITY OF Fargo FAR MORE

(20)

PUBLIC WORKS/OPERATIONS

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

December 1, 2020

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

RE: 2020 RC Mower PBC-T-775(5)

Commissioners:

A product evaluation process was started in July for the purchase of a new RC mower unit. Multiple vendors were researched, contacted and evaluated. It was determined that utilizing a purchasing consortium was the best solution for the purchase. The Minnesota State Purchasing contract T-775(5) / 179163 (Turf Management Equipment) meets all of the City of Fargo purchasing guidelines.

The results were as follows:

Firm	Price
RC Mowers USA / Sanitation Products	$58,844.80

The review committee, consisting of Ben Dow and Tanner Smedshammer, determined that the proposal was compliant. Our recommendation is to purchase from Sanitation Products using the Minnesota State Buying contract. Funding for this project is included in the 2020 Street Department Replacement Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) RC Mower from Sanitation Products for the amount of $58,844.80.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

THE CITY OF Fargo FAR MORE

PUBLIC WORKS
OPERATIONS

(21)

Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1465
FAX: (701) 241-8100

December 14, 2020

Honorable Board of City Commissioners
City Hall
225 4th St N
Fargo, ND, 58102

Commissioners:

Two RFP's were received November 13, 2020, for debris collection and clean up of forestry staff 2021 winter pruning operations. Urban Forestry Programs Manager Allen Lee, Arborist Supervisor Tracy Zablotney, and I have reviewed. This allows our in-house staff of Certified Arborists to focus their time and efforts on needed pruning to respond to residential requests for street tree pruning, and remain on a routine pruning cycle. Pruning contributes to overall tree health and helps maintain public safety.

Contractor	Hourly rate
Tyler's Tree Service	$125.00
Ground 1 Contracting	$250.00

Estimated total is approximately $24,000. Funding has been included in the 2021 annual forestry contract services budget.

Recommended motion:
Move to award upcoming pruning debris collection request for proposals (RFP21009) to Tyler's Tree Service.

Your approval of this request is appreciated.

Sincerely,

Scott Liudahl, City Forester

Cc: Ben Dow
Bruce Grubb
Kent Costin

commissiondebriscollection2021.doc

REPORT OF ACTION

UTILITY COMMITTEE

(22)

Project No. SW19-01

Type: Final Balancing Change Order - Professional Engineering Services

Location: Solid Waste Division - Landfill

Date of Hearing: 12/10/2020

Routing	Date
City Commission	12/102020
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached Final Balancing Change Order from **Wenck Associates** for **Professional Engineering Services** associated with **Project SW19-01**. On February 25, 2019, the Commission approved the original task order in the amount of **$156,000**. The project was the next phase of the proposed 20-year landfill reclamation and reuse project. The 2019 budgetary estimate for SW19-01 was $2,700,000 with an actual award to Industrial Builder, Inc., for $2,016,000 on May 20, 2019. The estimate included proposed engineering fees estimated at 10% of project costs.

During project activities a more extensive and largely undefined sand layer that was found at the base of the original cell excavation design. After extensive design options were discussed between Wenck Associates, the contractor, and Solid Waste staff, it was decided to remove the sand layer and replace with engineered clay fill and to remove additional waste adjacent to the sand seem. This option met all North Dakota Department of Environmental Quality design standards and decreased the possibility of ground water/leachate seepage through the sand layer.

Additional work by Wenck Associates on SW19-01 was related to the redesign of the cell base grade and to provide construction management and oversight through the approved project time extension change of August 31, 2020. The original task order assumed a **12-week construction period** at a cost of **$158,870**, while the actual construction period (with change orders and quantity changes) was **42 weeks** with **additional costs of $118,676**. Original project hours were estimated at 1311, with project completion being 2185 hours.

While the scope of services remained consistent with the original Task Order, the use of additional hours was field approved during the project given that the exact amount was unknown. The project was substantially completed in accordance with the approved time extension of August 31, 2020. The additional air space constructed due to design changes resulted in **$730,000** of added future tipping fees and **$156,000** in future phase quantity offsets. Staff would recommend approval of the **Final Balancing Change Order of $118,676** with Wenck Associates for professional engineering service work related to Project SW19-01.

MOTION:

On a motion by James Hausauer, seconded by Troy Hall, the Utility Committee voted to approve Final Balancing Change Order of $118,676 with Wenck Associates for professional engineering service work related to Project SW19-01.

COMMITTEE:	Present	Yes	No	Unanimous
Anthony Gehrig, City Commissioner				X
Bruce Grubb, City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Kent Costin, Director of Finance				
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Jason Halsne, Enterprise I & C Coordinator	X	X		

ATTEST:

Terry Ludlum
Terry Ludlum
Solid Waste Utility Director

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

CITY OF Fargo

Division of Solid Waste

2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

To: Utility Committee

From: Terry Ludlum, Solid Waste Utility Director

Date: December 3, 2020

Subject: SW19-01 Final Balancing Change Order – Professional Engineering Services

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On February 25, 2019, the Commission approved a Task Order with Wenck Associates, Inc., to provide Professional Engineering Services for work related to the Cell 19 & Partial Closure Construction Project SW19-01.

The specific project was the next phase of the proposed 20-year landfill reclamation and reuse project. The budgetary estimate for SW19-01 construction was $2,700,000 with an actual award to Industrial Builder, Inc., for $2,016,000 on May 20, 2019. Budgetary estimates included proposed engineering fees estimated at 10% of project costs.

The **Scope of Services from Wenck Associates** was divided in to four phases with associated task costs as shown below:

Phase 01	Design, Specifications, Bidding Assistance	$ 21,240
Phase 02	Project Management/Coordination	$ 52,620
Phase 03	Construction Quality Assurance Oversight	$ 78,410
Phase 04	Construction Documentation Report	$ 6,600
	Total	**$ 158,870**

The major cost component is within **Phase 03** and is the on-site personnel requirement. The project was estimated to take approximately twelve (12) weeks to complete, with Wenck proposing to have a field technician onsite for approximately 55 hours per week.

During September-October, project activities a more extensive and largely undefined sand layer was found at the base of the original cell excavation design. After extensive design options were discussed between Wenck Associates, the contractor, and Solid Waste staff, it was decided to remove the entire sand layer and replace with engineered clay fill and to remove additional waste adjacent to the sand seem. This option met all North Dakota Department of Environmental Quality design standards and decreased the possibility of ground water/leachate seepage through the sand layer.

This option also created an additional 26,000 cubic yards of air space as opposed to a redesign of the cell base grade being relocated above the sand layer (with an appropriate engineered clay lined area for separation). Using a 2019 Financial Assurance calculation of 1.63 cubic yards of municipal solid waste per ton, and the current tipping fee of $46.00/ton, the air space saved by removing the sand layer is valued at approximately $730,000 in future tipping fees.

Additional work by Wenck Associates on SW19-01 was related to the redesign of the cell base grade to remove all underlying sand, to identify and remove adjacent in-place waste that could impact migration of ground water/leachate to the cell perimeter, to replace both with engineered clay fill, and to provide construction management and oversight through the approved time extension of August 31, 2020.

The original task order assumed a 12-week construction period at a previously detailed cost of $158,870, while the actual construction period (with change orders and quantity changes) was 42 weeks at a final task order cost of $277,539. Original project hours were estimated at 1311, with project completion being 2185 hours.

Specific additional costs are as follow:

Phase 01	Design, Specifications, Bidding Assistance	$ (1,177)
Phase 02	Project Management/Coordination	$ 36,174
Phase 03	Construction Quality Assurance Oversight	$ 83,140
Phase 04	Construction Documentation Report	$ 539
	Total	**$ 118,676**

While the scope of services remained consistent with the original Task Order, the use of additional hours needed was field approved during the project given that the exact amount was unknown. The project was substantially completed in accordance with the approved time extension of August 31, 2020. The additional air space constructed due to design changes resulted in $730,000 of added future tipping fees and $156,000 in future phase quantity offsets.

Staff would recommend approval of the Change Order with Wenck Associates for professional engineering service work related to SW19-01.

Your attention in this matter is certainly appreciated.

SUGGESTED MOTION: Accept the Changes Order for $118,676, from Wenck Associates for Professional Engineering Service work on SW19-01, the Partial Closure Construction Project SW19-01.

Terry Ludlum

From: Randy L. Hanson <rhanson@wenck.com>
Sent: Thursday, November 19, 2020 11:53 AM
To: Terry Ludlum
Subject: RE: Wenck Cell 19 Costs
Attachments: Table 1 Original Estimated Hours and Fees.pdf; Table 2 Actual Hours and Fees.pdf

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

Terry,
This email is a follow up to our discussions on Wenck fees for Cell 19 and Partial Closure Construction project. Wenck's original proposal was for $158,864. This included a design fee of $21,236 and construction related fees of $137,628. As stated in the proposal, we used a 12 week construction duration to determine the estimated fees related to construction. This project encountered a significant amount of unsuitable material (sand) at the base grade elevation. This required over excavation to remove the unsuitable material and replace it with controlled fill along with additional waste removal in the relocated stormwater pond area. This construction project ended up not being completed in 2019 and was carried over into 2020. Construction of the project started June 17, 2019 and was shutdown on November 27, 2019 (24 weeks), it was resumed on April 20, 2020 and ultimately completed on August 20, 2020 (18 weeks). The total construction period was 42 weeks. The table below shows the original estimated costs and actual costs. I've also included the cost per week for construction related task and have attached the hours by task and cost from the original proposal (Table 1) and an updated table to show actual hours and costs (Table 2).

Wenck Fees
Cell 19 and Partial Closure Construction

	Original		Actual	
	Cost	**Cost/Week**	**Cost**	**Cost/Week**
Design	$21,236.00		$20,059	
Construction Related	$137,628.00	$11,469.00	$257,480	$6,130
Total	**$158,864.00**		**$277,539**	

Original estimate assumed a 12 week construction period, actual was 42 weeks. The actual cost of $277,539 includes the amount of work that has been invoiced through October 2020, we do not anticipate any additional cost to be charged towards this project.

Let me know if this covers everything or if you need more information pertaining to Wenck fees on this project.

Randy Hanson
Principal
WENCK
rhanson@wenck.com **D|701.893.2313 C| 701.261.3828**
3303 Fiechtner Drive | Suite 100 | Fargo, ND 58103

Table 2

City of Fargo
Cell 19 and Partial Closure
Actual Costs

November 2020

Task	Senior QA/QC (Professional IV-C)	Client Mangager (Professional III-C)	Project Engineer (Professional I-B)	Design (Technician)	Field Technician (Professional I-A)	Clerical (Admin)	Total Hours	Labor Total	Expenses Wenck	Total
1. Detailed Design	0.00	45.30	44.50	0.00	35.00	4.90	130	$18,934	$1,125	**$20,059**
2. Project Management/Coordination	5.50	339.50	13.30	0.00	150.80	0.30	509	$85,612	$3,181	**$88,794**
3. CQA Oversight	4.00	122.50	61.20	0.00	1288.90	0.00	1,477	$154,789	$6,758	**$161,548**
4. Construction Documentation	0.00	0.00	15.00	0.00	47.70	6.90	70	$6,644	$494	**$7,139**
						Project Totals	2,185	$265,980	$11,559	**$277,539**

Notes:
1. Expenses include mileage, field supplies, testing, and equipment.
2. Blended rates were used based on the project spanning two construction seasons (to account for annual increase)
3. Actual construction period included 24 weeks in 2019 and 18 week in 2020 for a total of 42 weeks.
4. Project total of $277,539 is the total that has been invoiced towards this project through October 2020, we don't anticipate any additional fees to be charged towards this project

WENCK
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Exceptional outcomes.

Table 1

City of Fargo
Cell 19 and Partial Closure
Estimated Costs

Task	Senior QA/QC (Professional IV-C) $220	Client Mangager (Professional III-C) $188	Project Engineer (Professional I-B) $108	Design (Technician) $86	Field Technician (Professional I-A) $97	Clerical (Admin) $86	Total Hours	Labor Total	Expenses: Wenck	Expenses: Subcontractor	Expenses: 5% Tech Fee	Total
1. Detailed Design												
Cell Design	4	12	20	50	12		98	$10,760	$0		$538	$11,298
Project Specifications	4	10	20		24	5	63	$7,678	$0		$384	$8,062
Bidding Assistance	1	3	6	2	1	1	14	$1,787	$0		$89	$1,876
											Detailed Design Total	**$21,236**
2. Project Management/Coordination	10	130	195	10	8	6	359	$49,852	$275		$2,493	$52,620
											Project Management Total	**$52,620**
3. CQA Oversight	2	12	24	12	660	4	714	$70,684	$4,190		$3,534	$78,408
											Project Management Total	**$78,408**
4. Construction Documentation	2	2	6	24	24	5	63	$6,286	$0		$314	$6,600
											Construction Documentation Total	**$6,600**
											Project Total	**$158,864**

Notes:
1. Expenses include mileage, field supplies and equipment.
2. Assumed 12 Week Construction Period.
3. Field Tech at 55 hours/week for 12 weeks.
4. Laboratory testing will be billed directly to the City and and is estimated at $8,500.

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Expenses	Miles		Field Supplies/Equipment
PM	500		
CQA	1800		700
	1265		
		troxler	250/week

REPORT OF ACTION

UTILITY COMMITTEE

(23)

Project No. SW19-01 Type: Project Closure with Final Quantities

Location: Solid Waste Division - Landfill

Date of Hearing: 12/10/2020

Routing	Date
City Commission	12/14/2020
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the *Final Invoice* from Industrial Builders for Landfill Project No. SW19-01. On May 20, 2019, the Commission awarded a contract for the project for an initial engineering quantity quote of **$2,016,010**, and a completion date of **November 15, 2019**. The project was the next phase of the proposed 20-year landfill reclamation and reuse project and had a 2019 Solid Waste annual budget allocation of **$2,700,000.**

During project activities, a more extensive and largely undefined sand layer was found at the base of the cell excavation design. After multiple design options were discussed, it was decided that the best option was to remove the entire sand layer and replace with engineered clay fill, and to remove additional waste adjacent to the cell. This option met all North Dakota Department of Environmental Quality cell construction design standards, and removed the possibility of ground water and leachate seepage during ongoing construction and subsequent cell landfilling operations.

Specific quantity changes included the removal of approximately 51,000 cubic yards of sand and waste and the placement of approximately 55,000 cubic yards of controlled fill. Change Orders #1 & #2 were Commission approved on **November 4, 2019** for an extended cost of **$36,100** and a time extension to **August 31, 2020.** The extended cost of the sand removal and clay replacement process was **$331,517**, and the extended cost of the waste removal and clay replacement was **$156,000**, bringing the total final project cost to **$2,539,626.14.** The sand removal redesign created an additional 26,000 cubic yards of air space valued at approximately **$730,000** in future tipping fees.

Given that the budgeted cost in the *2019 Annual Solid Waste Budget* for **Project SW19-01** was **$2,700,000**; and that the redesign work resulted in an additional **$730,000** of air space with a future cell construction offset of **$156,000**, staff would recommend approval of final project quantities and associated costs.

MOTION:

On a motion by Ben Dow, seconded by Mark Miller, the Utility Committee voted to approve the quantity changes and *Final Invoice* with Industrial Builders on Project SW19-01.

COMMITTEE:	Present	Yes	No	Unanimous
Anthony Gehrig, City Commissioner				X
Bruce Grubb, City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Kent Costin, Director of Finance				
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Jason Halsne, Enterprise I & C Coordinator	X	X		

ATTEST:

Terry Ludlum
Solid Waste Utility Director

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

CITY OF Fargo

Division of Solid Waste

2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

MEMORANDUM

To: Utility Committee

From: Terry Ludlum, Solid Waste Utility Director (TL)

Date: December 3, 2020

Subject: SW 19-01 Project Closure with Final Quantities

On May 20, 2019, the Commission awarded a contract for the Cell 19 & Partial Closure Construction **Project SW19-01** to **Industrial Builders, Inc.**, for an initial project quote (based on engineering quantities provided) of **$2,016,010**, and a completion date of **November 15, 2019**. The project was the next phase of the proposed 20-year landfill reclamation and reuse project and had a 2019 Solid Waste budget entry of **$2,700,000**.

During September and October (2019) project activities, a more extensive and largely undefined sand layer was found at the base of the cell excavation design. After multiple design options were discussed between Wenck Associates (project engineer), the contractor, and Solid Waste staff, the following options were field approved for construction:

1. Remove the entire sand layer and replace with engineered clay fill.
2. Remove additional waste adjacent to the cell to prevent leachate from migrating to the perimeter of the sand seem and seeping into the completed cell sub-base.

This option met all North Dakota Department of Environmental Quality cell construction design standards, and removed the possibility of ground water and leachate seepage during ongoing construction and subsequent cell landfilling operations.

Specific quantity changes included the removal of approximately 51,000 cubic yards of sand and waste and the placement of approximately 55,000 cubic yards of controlled fill. Quantity changes affected 21 of the 35 listed project bid items plus two previously approved change orders (see attached). Change Orders #1 & #2 were Commission approved on **November 4, 2019**. CO#1 was for additional survey work outside of the original bid proposal and CO#2 was relative to a minor amount of previously identified controlled fill work, as well as a time extension to **August 31, 2020.** The extended cost of these change orders was **$36,100**. The extended cost of the sand removal and clay replacement process was **$331,517**, and the extended cost of the waste removal and clay replacement was **$156,000**, bringing the total final project cost to **$2,539,626.14**.

The sand removal redesign created an additional 26,000 cubic yards of air space as opposed to a redesign option of the cell base grade being moved above the sand layer. Using a 2019 waste density calculation of 1.63 cubic yards of municipal solid waste per ton, and the current tipping fee of $46.00/ton, the 26,000 cubic yards of air-space created by removing the sand layer is valued at approximately **$730,000** in future tipping fees.

In addition, please note that a portion of the cost associated with additional waste removal **($156,000)** will offset the amount of waste that would need to be removed in future reclamation phases.

As provided in ***Article 11*** of ***Project SW16-03 Specifications,*** and to avoid substantial construction schedule delays, *Work Change Directives (WCD)* were issued for the additional work. The *WCDs* are now being approved as changes in quantities and final project costs through formal Utility Committee and City Commission approval on this project.

Given that the budgeted cost in the *2019 Annual Solid Waste Budget* for **Project SW19-01** was **$2,700,000**; and that the redesign work resulted in an additional **$730,000** of air space with a future cell construction offset of **$156,000**, staff would recommend approval of final project quantities and associated costs.

Your attention in this matter is certainly appreciated.

Recommendation

Approve the final balancing bid quantities and associated final project cost of **$2,539,626.14** with Industrial Builders, Inc., on **Project SW19-01, Cell #19 Construction and Partial Closure Project.**

Industrial Builders, Inc.

General Contractors

PAUL W. DIEDERICH, PRESIDENT
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT

PHONE 701/282-4977 FAX 701/281-1409
P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

INVOICE 19190-9-FINAL

Project Fargo Landfill-Cell 19
Project No: SW19-01
Billing Thru: 9/16/2020

Item	Description	Quantity	Unit	Unit Price	Total Price	Quantity This Period	Quantity To Date	Amount This Period	Amount To Date
1	Mobilization & Demobilization	1	LS	$ 84,430.00	$ 84,430.00	0.2	1	$ 16,886.00	$ 84,430.00
2	Field Engineering	1	LS	$ 14,000.00	$ 14,000.00	0.55	1.35	$ 7,700.00	$ 18,900.00
3	Site Preparation	1	LS	$ 9,600.00	$ 9,600.00	0.2	1	$ 1,920.00	$ 9,600.00
4	Excavating of Soils & Stockpiling Clay in Landfill East of 45th St.	87500	CY	$ 3.90	$ 341,250.00	4829	146983	$ 18,833.10	$ 573,233.70
5	Excavating of Soils & Stockpiling Clay in Landfill West of 45th St.	90100	CY	$ 5.00	$ 450,500.00		50294	$ -	$ 251,470.00
6	Excavation and Relocation of Waste	2650	CY	$ 5.00	$ 13,250.00	2417	33898	$ 12,085.00	$ 169,490.00
7	Exposing of Existing Liner Tie-In	1045	LF	$ 8.00	$ 8,360.00		1045	$ -	$ 8,360.00
8	Leachate Handling	1	LS	$ 10,000.00	$ 10,000.00	0.2	1	$ 2,000.00	$ 10,000.00
9	3-Foot Clay Cover in Closure Area	25300	SY	$ 1.50	$ 37,950.00		30993	$ -	$ 46,489.50
10	Topsoil Placement	25300	SY	$ 0.50	$ 12,650.00	13375	44368	$ 6,687.50	$ 22,184.00
11	Controlled Fill	12500	CY	$ 4.00	$ 50,000.00	25839	68036	$ 103,356.00	$ 272,144.00
12	Clay Subliner	47735	SY	$ 1.00	$ 47,735.00		46412	$ -	$ 46,412.00
13	60 Mil HDPE Liner	47735	SY	$ 6.40	$ 305,504.00		46412	$ -	$ 297,036.80
14	6-Inch HDPE SDR 11 Perforated Pipe	878	LF	$ 87.00	$ 76,386.00	838	838	$ 72,906.00	$ 72,906.00
15	6-Inch HDPE SDR 11 Solid Pipe	160	LF	$ 25.00	$ 4,000.00	160	160	$ 4,000.00	$ 4,000.00
16	18-Inch HDPE SDR 11 Solid Pipe	152	LF	$ 100.00	$ 15,200.00	155	155	$ 15,500.00	$ 15,500.00
17	12-Inch Granular Drainage Layer	47735	SY	$ 7.00	$ 334,145.00	25368	45368	$ 177,576.00	$ 317,576.00
18	Riser Vault	1	EA	$ 40,000.00	$ 40,000.00	1	1	$ 40,000.00	$ 40,000.00
19	Leachate Pumping System	1	EA	$ 47,000.00	$ 47,000.00	1	1	$ 47,000.00	$ 47,000.00
20	48-Inch Leachage Manhole	1	EA	$ 8,000.00	$ 8,000.00		1	$ -	$ 8,000.00
21	8-Inch PVC SDR 26 Sewer Pipe	410	LF	$ 22.00	$ 9,020.00		410	$ -	$ 9,020.00
22	2-Inch HDPE Forcemain SDR 11	52	LF	$ 25.00	$ 1,300.00	52	52	$ 1,300.00	$ 1,300.00
23	Erosion Control	1	LS	$ 9,000.00	$ 9,000.00	0.2	1	$ 1,800.00	$ 9,000.00
24	Drainage Swale	1100	LF	$ 8.00	$ 8,800.00		900	$ -	$ 7,200.00
25	12-Inch PVC SDR 35 Culvert (Includes flared ends and gate valve)	135	LF	$ 60.00	$ 8,100.00	54	134	$ 3,240.00	$ 8,040.00
26	18-Inch SDR 35 Culvert (Includes flared ends and gate valve)	200	LF	$ 70.00	$ 14,000.00	78	168	$ 5,460.00	$ 11,760.00
27	12-Inch Reinforced Concrete Pipe	95	LF	$ 65.00	$ 6,175.00	-1	94	$ (65.00)	$ 6,110.00
28	18-Inch Reinforced Concrete Pipe	95	LF	$ 85.00	$ 8,075.00	-2	93	$ (170.00)	$ 7,905.00
29	Concrete Outfall	6	SY	$ 450.00	$ 2,700.00		19	$ -	$ 8,550.00
30	2-Inch Conduit Piping	150	LF	$ 10.00	$ 1,500.00	150	150	$ 1,500.00	$ 1,500.00
31	Turf Restoration	6.4	AC	$ 1,400.00	$ 8,960.00	2.7	7.9	$ 3,780.00	$ 11,060.00
32	Rip Rap	50	SY	$ 50.00	$ 2,500.00	0	0	$ -	$ -
33	Access Road Construction South of Cell 19	450	LF	$ 48.00	$ 21,600.00	450	450	$ 21,600.00	$ 21,600.00
34	Access Road Construction through Center of East Landfill (North of Cell 24, Cell 25)	715	LF	$ 48.00	$ 34,320.00	715	715	$ 34,320.00	$ 34,320.00
35	Price Deduct for Owner Supplied 12-Inch (	15000	SY	$ (2.00)	$ (30,000.00)		4728	$ -	$ (9,456.00)
CO 1	Prepare New Stockpile Location	1	LS	$ 4,000.00	$ 4,000.00		1	$ -	$ 4,000.00
CO 2	Controlled Fill From North Stockpile	15000	CY	$ 2.14	$ 32,100.00	25839	43451	$ 55,295.46	$ 92,985.14

Totals		$ 2,052,110.00	$ 654,510.06	$ 2,539,626.14

Original Contract Amount		$ 2,016,010.00
Modifications / Quantity Changes: CO 1 & 2		$ 36,100.00
Total of Contract:		$ 2,052,110.00
Total Value of Work to Date:		$ 2,539,626.14
Add Materials In Storage: HDPE Liner (Installed)		$ -
Total Earnings:		$ 2,539,626.14
Less Amount Previously Paid:	$ (1,696,604.47)	
Less Previous Retainage:	$ (188,511.61)	
Value of Work this Period:		$ 654,510.06
Less Retainage This Period (10%):	$ -	
Plus Released Retained Amount:	$ 188,511.61	
Amount to be Paid This Period:		$ 843,021.67

Submitted By: _____

INDUSTRIAL BUILDERS, INC.
Brian Meyer, Project Manager

Date: 10-16-20

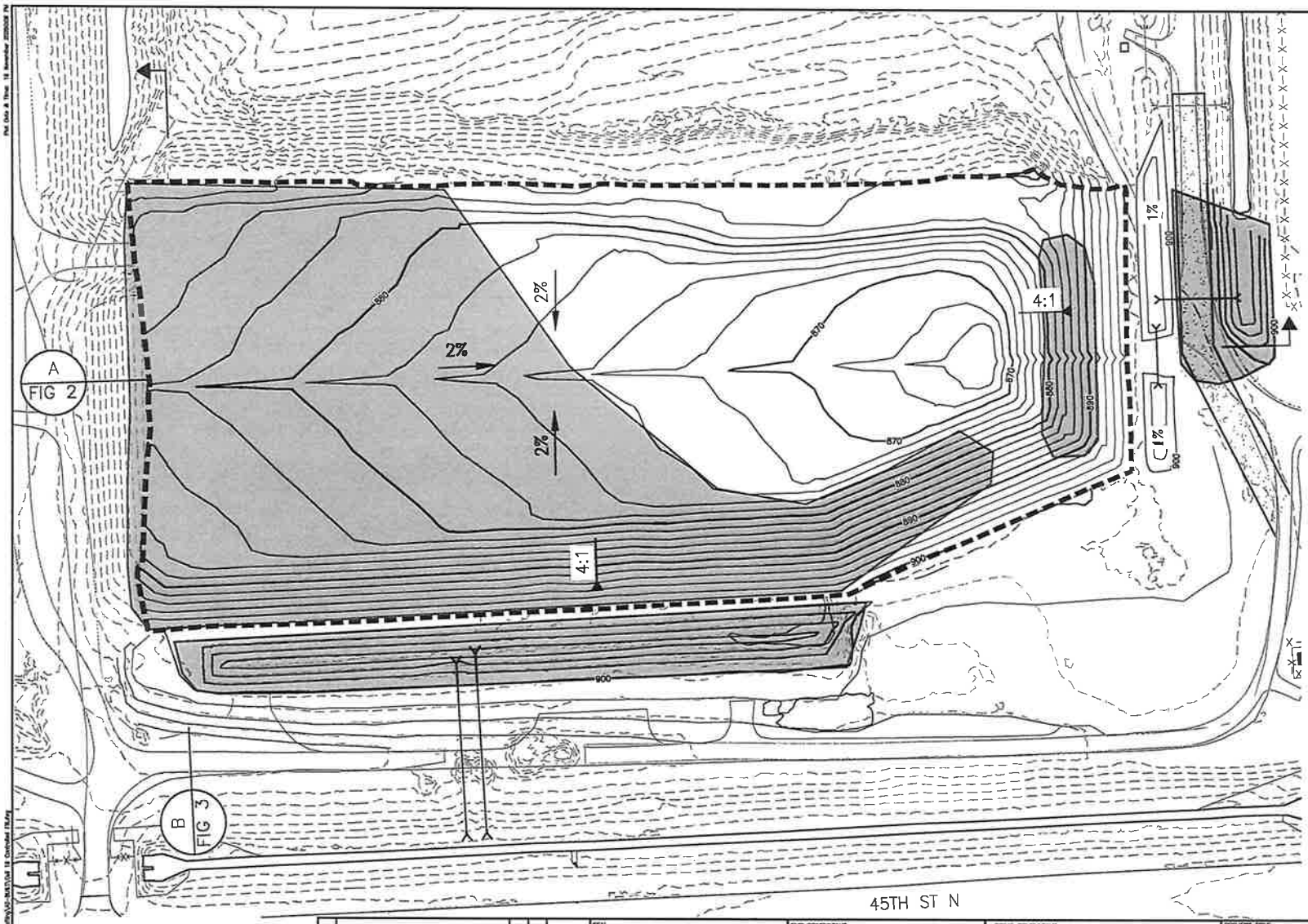
Summary of Surveyed Quantities-2019 & 2020:

East Side of 45th St.:

Waste Excavation:			
2019	Garbage-West Stormwater Pond Area	23222.26	CY
2019	Garbage-Storm Sewer Piping Along 45th St.	772.66	CY
2020	Cell 18	7486.21	CY
2020	Garbage-South Side Sanitary Trench	584.23	CY
2020	Garbage-South Ditches	1833.07	CY
	Total:	33898.43	CY
Soil Stockpiles:			
2019	Old Sand Pile Location	14516.03	CY
2019	Clay Stockpile North Side by 12th Ave.	18505.08	CY
2019	New Sand Stockpile-NE of Cell 19	27659.96	CY
2019	Stockpile-Trench East of Cell 18	55666.1	CY
2020	Additional Sand Stockpile North of Cell 18	9073.64	CY
2020	Blue Clay Stockpile East of Cell 18	16733.86	CY
2020	Additional Exc.-North Slope	460.76	CY
2020	Additional Exc.-West & North Slope	4367.17	CY
	Total Stockpiling-East Side:	146982.6	CY
Controlled Fill (Original Price):			
2019	Bottom of Cell 19-North Portion	9570.69	CY
2019	West and Southwest Slopes	14240.71	CY
2019	Storm Sewer Piping Along 45th St.	772.66	CY
		24584.06	CY
Controlled Fill (From Stockpile):			
2020	Final Survey from Mead & Hunt-Cell 19	56226.59	CY
	Less 2019-Bottom of Cell 19-North Portion	-9570.69	CY
	Less 2019-West and Southwest Slopes	-14240.71	CY
2020	Additional Exc.-North Slope	460.76	CY
2020	Additional Exc.-West & North Slope	4367.17	CY
2020	Replace Garbage-South Side Sanitary Trench	584.23	CY
2020	Replace Garbage-South Ditches	1427.64	CY
2020	Access Roads-North Equipment Road	4197.18	CY
		43452.17	CY
	Total Controlled Fill:	68036.23	CY

West Side of 45th St.:

Stockpile plus Settlement	50294.03	CY
Closure Area: (278,956.81 SF)	30992.98	SY



GRAPHIC SCALE IN FEET
0 50 100

LEGEND

- EXISTING CONTOURS
- AS-BUILT CONTOURS
- AS-BUILT CELL 19 LINER LIMITS
- EXISTING ROADS
- EXISTING FENCE
- EXISTING CULVERT
- AS-BUILT CULVERT
- CELL BOUNDARY
- AS-BUILT CONTRACTOR BUILT HAUL ROAD
- SAND EXCAVATION AND CONTROLLED FILL
- WASTE EXCAVATION AND CONTROLLED FILL

NOTE:
1. CONTOURS PROVIDED BY KBM INC. NOVEMBER 2019 USING PHOTOGRAMMETRIC SURVEY TECHNIQUES. UPDATED WITH A JULY 29, 2020 RECORD SURVEY OF CELL 19 PROVIDED BY MEAD & HUNT.

REV	REVISION DESCRIPTION	DWN	APP	REV DATE

SEAL

SUB CONSULTANT

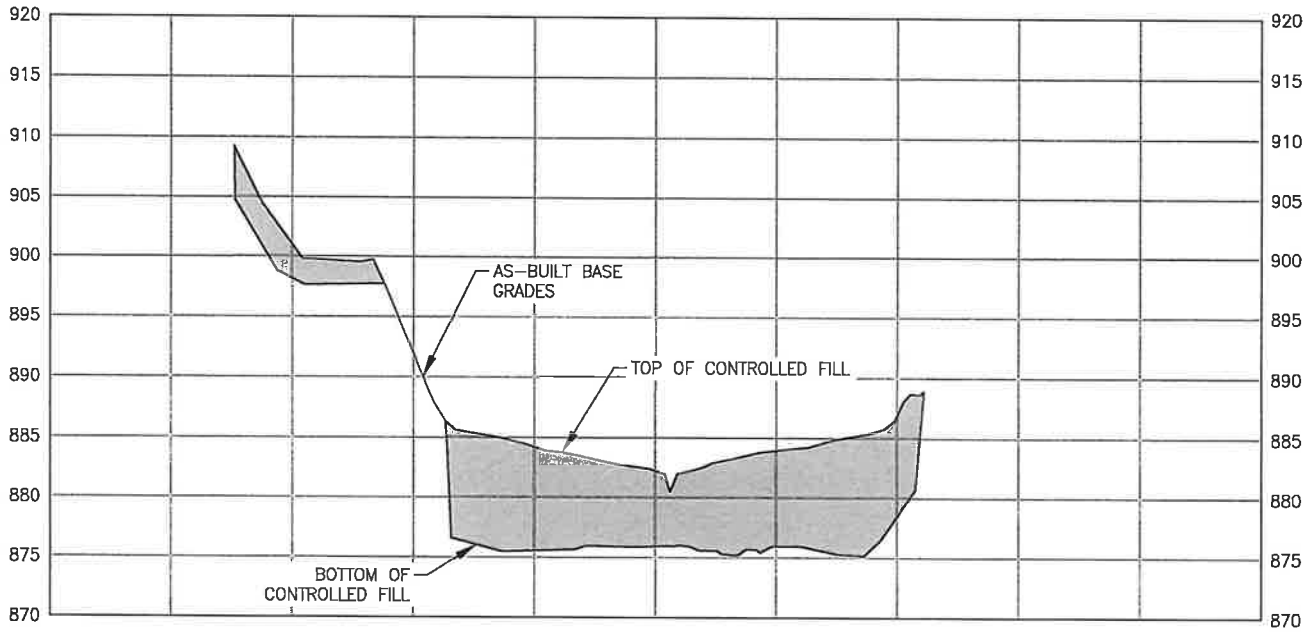
PRIME CONSULTANT
WENCK ASSOCIATES
Responsive partner. Exceptional outcomes.
3303 FIEDLER DR SUITE 100 (701) 237-9600
FARGO, NORTH DAKOTA 58103 (701) 237-9601

PROJECT TITLE
CELL 19 CONSTRUCTION AND PARTIAL CLOSURE
CITY OF FARGO
DIVISION OF SOLID WASTE
FARGO, NORTH DAKOTA

SHEET TITLE
CELL 19 PLAN VIEW

DWN BY	CHK'D	APP'D	DWG DATE	SCALE
ANN	RLH	RLH	NOV. 2020	AS SHOWN

PROJECT NO.	SHEET NO.	REV NO.
0206-0149	FIGURE 1	0



CROSS-SECTION

VERTICAL EXAGGERATION=5x

B
FIG 3

GRAPHIC SCALE IN FEET

REV	REVISION DESCRIPTION	DWN	APP	REV DATE

SEAL

SUB CONSULTANT

PRIME CONSULTANT

WENCK ASSOCIATES

Responsive partner. Exceptional outcomes.

3303 FIEDLER DR SUITE 100 FARGO, NORTH DAKOTA 58103 (701) 297-8800 (701) 297-9801

PROJECT TITLE

CELL 19 CONSTRUCTION AND PARTIAL CLOSURE

CITY OF FARGO
DIVISION OF SOLID WASTE

FARGO, NORTH DAKOTA

SHEET TITLE

CELL 19 CROSS SECTION

DWN BY	CHK'D	APP'D	DWG DATE
ANN	RLH	RLH	NOV. 2020

SCALE AS SHOWN

PROJECT NO.	SHEET NO.	REV NO.
0208-0149	FIGURE 3	0

CITY OF Fargo

Metropolitan Area Transit
650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

December 14, 2020

(24)

Board of City Commissioners
City Hall – 225 4th St N
Fargo, ND 58102

RFP: 20103

Dear Commissioners:

Our existing operating Agreement with First Transit expires on December 31, 2020. Following an extensive Request for Proposals process, on November 2, 2020, the Fargo City Commission authorized award of the Agreement to First Transit and directed staff to draft the Agreement terms contingent with available budget and grant funds. Negotiations are now complete. The Moorhead Council will also consider an Agreement with First Transit at their meeting of December 14, 2020.

A major change in the Request for Proposals was the Ground Transportation Center (GTC) Dispatchers becoming City of Fargo employees effective January 1, 2021, to improve customer service and the use of software for real-time tracking of buses. We also increased the number of Dispatchers from 3.5 to 4, relocated the Paratransit Reservationists to the GTC, and will cross-train these positions to assist in coverage of service hours. Under our Joint Powers Agreement, Moorhead pays one-third of the GTC operating costs.

Employee retention and safety concerns were paramount considerations in the evaluation of the proposals. Key negotiation items are summarized below:

- *DriveCam*
  First Transit identified costs of purchasing and installing the new DriveCam system. DriveCam is a camera system used for monitoring defensive driving in order to change behaviors and reduce accidents. The new version contains a collision-avoidance feature, which detects lanes and other vehicles/objects around the buses. G-forces are measured and the video is marked if a quick stop or sharp turn is registered. First Transit has used DriveCam in Fargo and Moorhead since 2007 and will continue under the new Agreement.

- *Employee Wages, Benefits and Bonuses* ***(refer to Appendix 15 to Agreement)***
  The Cities currently reimburse First Transit for actual safety bonuses paid as pass-through costs. During negotiations, all bonuses were changed to pass-through and included new hire sign-on and referral bonuses and incentive bonuses, which were previously part of the cost per hour for service. The Agreement requires First Transit to ask the Cities before offering new hire and referral bonuses, based on market needs.

  The pay and benefits scale for the drivers meets the minimum requirements set forth in the RFP. In 2021, First Transit has proposed a training wage for new hires of $15 per hour (for the first 120 hours). The driver wage scale for 2021 has a starting wage of $18.60, increases each year, with the highest wage at 25+ years of $23.66 (includes longevity). The average driver wage is $20.53 per hour. The health insurance plan will remain at the existing coverage and premium payment.

- *Training Hours*
  The additional 40 hours of training required in the RFP (for a total of 120) was identified as 80 classroom, 40 behind-the-wheel, and 40 cadetting.

- *Management Fee*
  All proposals received requested additional staff members to the management team. During the RFP process, the management team was increased from six to eight members. First Transit proposed the addition of one Classroom Instructor and one more Road Supervisor. This addresses the requirement for addition training and provided road supervision during all operating hours.

- *Safety Plan:*
  First Transit provided a Safety Management System Plan, which has been incorporated as an exhibit to the Agreement and as an Exhibit to the City of Fargo Safety Plan as newly required by the Federal Transit Administration.

The City may terminate or reduce the amount of service to be rendered if there is, in the opinion of the City Commission, a significant increase in local costs; or, in the opinion of the City Commission, insufficient state or federal funding available for the service, thereby terminating this Agreement or reducing the compensation to be paid under this Agreement. In such event the City will notify Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

First Transit's price proposal was reviewed in detail and negotiated. First Transit's cost proposal was the second lowest of the three received, but overall ranked first. Following negotiations, First Transit's costs were reduced and were the lowest.

The legal department has reviewed the attached.

Requested Motion: Approve the attached substantially complete First Transit Agreement for January 1, 2021 – December 31, 2022.

Thank you,

Julie Bommelman

Julie Bommelman
Transit Director
City of Fargo
701.476.6737

/enc

AGREEMENT
BETWEEN

CITY OF FARGO
And
FIRST TRANSIT

This agreement is made and entered into effective the 1st day of January 2021, by and between the City of Fargo, North Dakota, hereinafter referred to as "City" and First Transit, Inc. hereinafter referred to as 'Contractor'.

WITNESSETH

WHEREAS, the City has determined that it requires management, supervisory and operational services for its fixed route and paratransit system; and

WHEREAS, Contractor has represented that it has the necessary expertise and personnel and is qualified to perform such services;

NOW, THEREFORE, it is mutually understood and agreed between the parties as follows:

ARTICLE 1 - COMPLETE AGREEMENT

1.1 This Agreement and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the Agreement between the City and Contractor and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. The City's failure to insist in one or more instances upon performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of the City's right to such performance by the Contractor.

ARTICLE 2 - CITY AND CONTRACTOR DESIGNEES

2.1 The City Administrator, or his/her Designee, shall have the authority to act for and exercise any of the rights of City as set forth in this Agreement, subsequent to the authorization by the City Commission of the City.

2.2 The Vice President of Contractor or his/her Designee, shall have the authority to act and exercise any of the rights of Contractor as set forth in this Agreement.

ARTICLE 3 - EMPLOYMENT OF CONTRACTOR

3.1 The City hereby engages the Contractor and the Contractor agrees to perform the services, hereinafter described in the connection with the supervision, management, and operation of the Fargo Moorhead Metro Area Transit System (MATBUS).

ARTICLE 4 - CONTRACTOR'S EMPLOYEES

4.1 The personnel performing services under this Agreement shall at all times be under the Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the City. The Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for social security, income tax withholding, unemployment compensation, worker compensation insurance and similar matters for said employees.

4.2 The City shall not interfere in the normal day to day management of Contractor's employees nor attempt to directly discipline Contractor employees. The City reserves the right to interview any and all Contractor employees. The City shall have the right to demand, upon written notice to Contractor, the removal of any employee from providing service on the City's transportation system and Contractor shall comply with said written requests.

4.3 Contractor shall compensate drivers used to deliver services under this Agreement wages and fringe benefits as stipulated in Appendix 15 to this Agreement. Contractor shall not modify wages and health benefits paid to said employees without prior notification to the City, with the understanding that said wages and health benefits outlined in Appendix 15 are minimums and any resulting modifications will not be less than those outlined in Appendix 15.

ARTICLE 5 - SCOPE OF WORK

5.1 Contractor shall provide services in accordance with Attachment A to this Agreement attached hereto and by reference incorporated herein, during the entire term of the Agreement.

ARTICLE 6 - CHANGES IN SCOPE OF WORK: AMENDMENT

6.1 It is understood and agreed by the City and Contractor that it may be necessary, from time to time during the term of this Agreement, to modify its provisions or to revise the scope and/or extent of MATBUS operations. In each such instance, the City and Contractor shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing and when appropriately executed by both parties, shall constitute an amendment to this Agreement. Each amendment will be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all the other applicable provisions of this Agreement, and shall be attached to this Agreement. Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

6.2 During a National, State, or Locally declared emergency, the City shall have the right to issue verbal and/or written instructions to Contractor for Contractor to operate

emergency transportation services as may be required by the City. In such event, Contractor will supply such services to the extent possible. In no event will the rate be more than 1.5 times the regular hourly rate identified in Attachment A.

ARTICLE 7 - INSURANCE

7.1 The City shall provide casualty insurance on the buses and equipment it deems necessary and Contractor shall have no responsibility to provide such coverage. City shall provide self-insurance or otherwise, liability insurance coverage, limited, however, to the minimum amount of $2 Million per claim or the statutory amount or amounts established by the State of North Dakota laws governing municipal liability, whichever is greater. Any applicable insurance deductibles for City-provided insurance shall also be paid by the City. The City's insurance shall be primary. Contractor shall be listed as an insured on the City's casualty insurance for the buses and equipment. Coverage by the North Dakota Insurance Reserve Fund Insurance is deemed to satisfy this provision.

7.2 The Contractor shall be required to obtain and keep in force during the terms of operation covered by this Agreement Employment Practices Liability Insurance, North Dakota and/or Minnesota Worker's Compensation and Employer Liability Insurance, applicable Unemployment Insurance, and the Performance Bond, all as provided more fully below. Certificates evidencing the required insurance will be furnished to the City prior to commencing any work under this Agreement.

7.3 The Contractor shall be required to obtain and keep in force during the terms of operation covered by this /Agreement an Employment Practices Liability Insurance (EPLI) policy in the minimum amount of $2 Million per person and in the aggregate. EPLI is intended to cover liability for actions of the driver other than operating the vehicle, such as sexual harassment, discrimination, or other non-driving risks associated with employment. The City must be listed as additional insured on Contractor's EPLI policy.

7.4 North Dakota and/or Minnesota Worker's Compensation and Employer Liability Insurance shall be set at the limits established by the States of North Dakota and Minnesota.

7.5 All deductible payments are the responsibility of the party providing the insurance policy.

7.6 Each policy of insurance shall contain the following clauses: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the City has received written notice of such cancellation or reduction by certified mail."

7.7 Contractor will provide the City documentation proving insurance coverage, in the form of a Certificate of Insurance, within 30 days of notice of contract award or 10 days before commencing transportation service, whichever occurs first.

7.8 Contractor shall provide a bond for 100% of the annual contract cost for the City, payable to the City. The bond will be renewed on an annual basis for the term of the contract. The cost for the bond amount will be reimbursed by the City annually upon receipt of the bond and copy of payment receipt.

7.9 The City of Fargo shall be named as additional insured on all liability policies of Contractor.

ARTICLE 8 - PAYMENT

The City agrees to pay Contractor for the performance of services set forth in this Agreement as follows:

8.1 On or before the 10th day of each month Contractor shall submit an invoice to City, itemizing Contractor's full and complete performance thereunder for the previous monthly period. Invoices shall contain a record of the number of vehicle service hours provided during the month for which services were provided. Invoices will be separate for fixed route services and paratransit services. The fixed route invoice will list separate line items for each mode of service by Monday-Friday service hours, Saturday service hours, special service hours (if applicable), the hourly rate, management fees, safety bonus, new hire sign-on bonus, referral bonus and incentive bonus, fines/penalties and the total due. The paratransit invoice will list total service hours provided for the month, the hourly rate, management fees, safety bonus, new hire sign-on bonus, referral bonus and incentive bonus, fines/penalties and the total due.

8.2 All payments by the City shall be made in arrears after the service has been provided. The City shall pay Contractor invoice within thirty (30) days following receipt of such invoice. If the City disputes any item on an invoice for a reasonable cause, the City may deduct that disputed item from the payments, but shall not delay payment for the undisputed portion. The City shall document the amounts and reasons for such deletions to Contractor within fifteen (15) working days after receipt of invoice. Contractor and the City shall meet to resolve disputed amount within ten (10) working days following City's notice to Contractor. If the City and Contractor are unable to resolve dispute through negotiation, the City and Contractor agree to resolve dispute in accordance with the terms of this Agreement.

8.3 The City shall pay Contractor the following for services provided during the term of this Agreement:

8.3.1 A rate per vehicle service hour for fixed route as follows:
January 1, 2021 through December 31, 2021: $31.91
January 1, 2022 through December 31, 2022: $33.38

8.3.2 A rate per vehicle service hour for paratransit as follows:
January 1, 2021 through December 31, 2021: $30.78
January 1, 2022 through December 31, 2022: $32.21

8.3.3 A fixed monthly rate for management services as follows:

January 1, 2021 through December 31, 2021:

Fixed route:	$61,435.24
Paratransit:	$16,696.29

January 1, 2022 through December 31, 2022:

Fixed route:	$63,805.47
Paratransit:	$17,397.38

8.3.4 Reimbursement of actual annual rate for the performance bond estimated as follows:

January 1, 2021 through December 31, 2021:	$ 22,942
January 1, 2022 through December 31, 2022:	$ 24,621

The actual annual performance bond cost will be billed to the City on the January invoice of each year and include the original bond and proof of payment by the Contractor.

The actual performance bond cost shall be shared between the City of Fargo and City of Moorhead based on each City's percentage of the Total Cost Summary provided by First Transit in the cost proposal spreadsheet as follows:

	Year 2021	**Year 2022**
Fargo Percentage	72.04%	72.05%
Moorhead Percentage	27.96%	27.95%
TOTAL	100.00%	100.00%

8.3.5 Reimbursement of actual bonuses paid monthly and quarterly as outlined in Appendix 15. Annual cost is estimated as follows:

January 1, 2021 through December 31, 2021:

Fixed route:	$85,040.57
Paratransit:	$21,615.00

January 1, 2022 through December 31, 2022:

Fixed route:	$88,442.19
Paratransit:	$22,479.60

When there is a change of more than ±15% of revenue hours annually, there will be redistribution between the Cities of Fargo and Moorhead of the set management fee and bonuses based upon percentage of total revenue hours.

The actual cost of bonuses shall be shared between the City of Fargo and the City of Moorhead based the percentage of annual revenue hours estimated as follows:

	Year 2021	**Year 2022**
Fargo Fixed Route	59.08%	59.05%

Moorhead Fixed Route	24.87%	24.85%
Fargo Paratransit	16.06%	16.10%
TOTAL	100.00%	100.00%

The term "Vehicle/Bus Service Hour" as used in Section 8.3, means the hours service is available for passenger service, from the first stop of each day to the last stop for each vehicle. Routes shall be operated according to timetables established by the City.

8.3.6 The special event rate charged per revenue hour shall be the same as identified in Section 8.3.1.

ARTICLE 9 – OPERATING REVENUES

9.1 All fixed routes operating revenues collected by Contractor are the property of the City. All paratransit operating revenues collected by Contractor are the property of the City. All cash fares and sales of fare media are property of the City. City shall empty fare boxes and keep all fares on the fixed and paratransit routes.

ARTICLE 10 – FORCE MAJEURE

10.1 Neither party is responsible for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, pandemic impacts, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement under such circumstances. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event.

ARTICLE 11 – TERM OF AGREEMENT

This Agreement shall become effective January 1, 2021 and shall continue in full force and effect through December 31, 2022 unless earlier terminated as herein provided. This Agreement may be renewed for three additional one-year periods by agreement of both parties, at a rate mutually agreed upon between the City and the Contractor. Said rate shall not exceed the preceding year's price plus increases demonstrated by the Consumer Price Index for that same period.

ARTICLE 12 – TERMINATION

12.1 The City reserves the right to terminate this Agreement for cause by written notice to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the Agreement. Notice of such intent to terminate the Agreement will be provided to Contractor. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then City may terminate this Agreement by notifying Contractor of date of termination. Notice of such termination will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the public or the City. Said termination shall not diminish the City's rights under law or equity.

12.2 The City may terminate or reduce the amount of service to be rendered if there is, in the opinion of the City Commission, a significant increase in local costs; or, in the opinion of the City Commission, insufficient state or federal funding available for the service, thereby terminating this Agreement or reducing the compensation to be paid under this contract. In such event the City will notify Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

12.3 In the event of any termination, the City shall pay the agreed rate only for services delivered up to the date of termination. The City has no obligation to Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment, and materials owned by City to the City within twenty-four (24) hours of the date of termination.

ARTICLE 13 – GENERAL PROVISIONS

Applicable State, Local and Federal Clauses:

Section 13 - Applicable State and Local Clauses

13.1 Disclaimer of Liability/Hold Harmless

Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments, or liability arising out of Contractor's performance under this Agreement or attempted performance of the provisions hereof, excepting any and all claims demands, damages, costs, expenses, judgments, or liability arising out of Contractor's operation of motor vehicles owned by the City and excepting any and all claims, demands, costs, expenses, judgments, or liability arising out of Contractor's operation and occupation of the Ground Transportation Center and/or the Metro Transit Garage owned by Cities. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting from the gross negligence or willful misconduct of the City.

13.2 To the extent allowed by law, City shall defend, indemnify and save harmless the Contractor, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments, or liability, up to a maximum amount, including

attorney fees and other costs of defense, of $2 Million per claim, arising out of Contractor's operation of motor vehicles owned by City and from any and all claims, demands, costs, expenses, judgments, or liability arising out of Contractor's operation and occupation of the Ground Transportation Center and/or the Metro Transit Garage, up to a maximum amount, including attorney fees and other costs of defense, of $2 Million per claim. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims demands damages costs, expenses or judgments resulting from the gross negligence or willful misconduct of Contractor and from acts or failures to act of Contractor relating to things other than the Contractor's operating of motor vehicles owned by the City. Nothing herein shall be deemed a waiver by the City of the limitations on liability set forth in North Dakota Statutes, and the City's obligation to indemnify, hold harmless and defend Contractor shall be limited by the limitations on liability set forth in North Dakota Statutes, less any amounts which the City is required to pay on its own account, or on account of the City's officers, agents or employees.

13.3 Law Governing

All contractual agreements shall be subject to, governed by, and construed according to the laws of the States of North Dakota and Minnesota, as applicable.

13.4 Subletting of Contract

This Agreement shall not be sublet except with the written consent of the City. No such consent shall be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve Contractor of its liability and obligation under this Agreement, and all transactions with the City must be through the Contractor.

13.5 Assignment/Transfer of Interests

There shall be no assignment/transfer of interests or delegation of Contractor's rights, duties or responsibilities of Contractor under the contract without the prior written approval of the City.

13.6 Severability

In the event any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

13.7 Regulatory Requirements

Contractor shall comply with all Federal, State, and local licensing, training, testing and/or regulatory requirements (including permits) for the provision of the transit services.

Contractor shall be appropriately licensed for the work required. The cost for any required licenses or permits shall be the responsibility of the Contractor. Contractor is liable for any and all taxes due as a result of this Agreement.

13.8 Publication, Reproduction and Use of Material
No custom material produced in whole or in part under the Contract shall be subject to copyright in the United States or in any country. The City and Federal Transit Administration shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom material prepared under any contract.

13.9 Federal Clauses
Contractor shall adhere to the Federal Clauses contained in Attachment B.

ARTICLE 14 - BINDING

This Agreement shall be binding on the assignees, transferees, successors, heirs, trustees, executors and administrators of the parties hereto.

ARTICLE 15 - NOTICE

All notices hereunder and communications with respect to this Agreement shall be effected upon the mailing thereof registered or certified mail return receipt requested or by Federal Express and addressed as follows:

To CONTRACTOR

First Transit, Inc.
3400 Spring Street NE
Minneapolis, MN 55413
Attn: John Mathews, Vice President

To CITY

City of Fargo
225 4TH Street N
Fargo, ND 58102
Attn: Mayor City of Fargo

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

FIRST TRANSIT, INC

By: _____

Printed Name: John Mathews, Sr VP

Date: _____

CITY OF FARGO, NORTH DAKOTA

By: _____

Printed Name: Dr. Timothy J. Mahoney, Mayor

Date: _____

ATTEST:

_____
Steve Sprague

Date: _____

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – FEDERAL CLAUSES

APPENDICES

- Appendix 1 – Intentionally Left Blank
- Appendix 2 – Buy America Certification
- Appendix 3 – Debarment and Suspension Certification
- Appendix 4 – Lobbying Certification
- Appendix 5 – Drug-Free Workplace Act Certification
- Appendix 6 – Intentionally Left Blank
- Appendix 7 – Intentionally Left Blank
- Appendix 8 – Intentionally Left Blank
- Appendix 9 - Intentionally Left Blank
- Appendix 10 - Intentionally Left Blank
- Appendix 11 - Intentionally Left Blank
- Appendix 12 - Intentionally Left Blank
- Appendix 13 – Revenue Hours
- Appendix 13A – Paratransit Hours
- Appendix 13B – Estimated 2021 Revenue Hours
- Appendix 13C – Estimated 2022 Revenue Hours
- Appendix 14 – Taxi Cab Procedure & Taxi Ride Authorization
- Appendix 15 – Wages & Benefits
- Appendix 16 – 13(c) labor Agreements
- Appendix 17 – Intentionally Left Blank
- Appendix 18 – Intentionally Left Blank
- Appendix 19 – First Transit Safety Plan

Section 11 - Transfer / Supervisor Vehicles

1. The Cities will provide up to 7 vehicles to transport Fargo and Moorhead bus operators to their respective routes or for road supervisor duties. The vehicles are owned by Fargo and Moorhead, leased to and insured by Fargo. Any vehicle(s) necessary beyond the seven (7) provided by the Cities will be the sole responsibility of the Contractor. The transfer vehicles are not to be utilized in any other manner - i.e. personal use (see Non-Performance Penalties).

Section 12 - Compensation

1. The Cities will reimburse the Contractor for services provided under contract based upon the agreed upon hourly rate per bus revenue hour for fixed route and agreed upon rate per revenue hour for Paratransit, and a monthly fee for management. Bus revenue hours shall mean the hour's service is available to passengers as set forth in the schedules included in the Appendices. In all cases, bus revenue hours exclude the time in which the buses travel to/from the storage facility to the beginning/ending point of the fixed route service and exclude time traveled to the first pick-up and from the last drop-off for Paratransit service.
2. All payments made to the Contractor shall be made subsequent to the end of each month service is actually rendered and in accordance with Cities billing procedures. Payment in full shall be made within thirty (30) days upon submission by the Contractor to the Cities of an itemized per day accounting of revenue hours by service type for the reporting period.
3. Contractor should specify in the proposal the price per hour that is proposed for special bus arrangements requested by the Cities beyond those regularly scheduled hours of operation, including emergencies such as shuttles, floods, tornados, etc. This proposed rate will be all inclusive. The Special Rate will be all inclusive except for travel and lodging cost to bring in additional buses and personnel from other cities when necessary - such expenses would be negotiated based on event. The Special Rate specifically excludes the Project/General Manager or Management Team members driving for route timings, bus stop locations, route detour assistance, and other necessary operational functions, including promotional/marketing functions. With respect to marketing/promotional functions, Cities will pay the Special Rate, but has the exclusive right to choose whether a manager, supervisor, or driver will complete the service. Cities shall coordinate with Contractor with respect to selection of Contractor employee.
4. All billings submitted will be separated by the City of Fargo and the City of Moorhead in a prescribed format. In addition, only the City of Fargo will be billed for all Paratransit services.

Section 13 – Other Provisions in Contractor's Proposal

1. In addition to all of the existing City of Fargo/Moorhead vehicles, the Contractor shall purchase and/or lease a new DriveCam system for all current and newly purchased vehicles throughout the life of the Agreement. At the end of this Agreement, the City of Fargo/Moorhead shall have the right to take over the existing DriveCam system lease to continue the service uninterrupted.

ATTACHMENT A

SECTON 1. LEFT INTENTIONALLY BLANK

SECTION 2. PROJECT DESCRIPTION

The Cities of Fargo and Moorhead have selected one, qualified vendor to provide all public mass transportation services for the F-M MATBUS system. Services to be provided include driver and dispatch operations and record keeping functions required by the Cities of Fargo and Moorhead, States of North Dakota and Minnesota, and the Federal Transit Administrations.

The Cities of Fargo and Moorhead provide vehicles, including maintenance, storage and fuel for transit services.

Contractor will provide service for the full system, but each City will execute a separate contract. The resulting contracts will require all drivers be cross trained and utilized in both Cities.

The Cities of Fargo and Moorhead currently supply 58 transit buses for this service: 32 Fargo Fixed Route, 11 Moorhead Fixed Route, 12 Fargo Paratransit and 4 Moorhead Paratransit. Ridership annually is approximately 1.7 Million passengers on the Fargo fixed route system and 482,000 passengers on the Moorhead fixed route system; and 54,000 on Paratransit (combined between Fargo, West Fargo, Moorhead and Dilworth).

The City of Fargo owns and operates a transfer terminal entitled the Ground Transportation Center (GTC), located at 502 NP Avenue, Fargo, North Dakota, which has furnished office space for the fixed route dispatchers, one (1) office and up to two (2) cubicles for the Contractor's supervisory staff, and one (1) conference room that can be used for meetings and training. The GTC serves as layover point for many of the fixed routes. The City of Moorhead shares in the operating costs of the Ground Transportation Center.

The Cities of Fargo and Moorhead share a combined storage and maintenance facility located at 650 23rd St N, Fargo, North Dakota, which has up to three (3) furnished office spaces for the Contractor. This facility houses the fleet of vehicles, the administrative staff, driver's break and locker rooms and maintenance staff.

SECTION 3. CONTRACTOR RESPONSIBILITIES - OPERATING REQUIREMENTS

Section 3 - Scope of Work and Work Areas

It shall be the responsibility of the Contractor to thoroughly investigate and understand the Fargo/Moorhead MATBUS fixed route transit system and organizational structure.

1. Fixed Route
    a. Service Hours
        i. Monday – Friday 6:15am to 11:15pm
        ii. Saturday - 7:15am to 11:15pm
    b. Fargo Fixed Route Hours – Appendix 13
    c. Moorhead Fixed Route Hours – Appendix 13
    d. Holiday Service Hours
        i. There is no service on the following holidays: New Year's Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Easter Sunday (Paratransit). In addition, bus service on Christmas Eve ends at 5:15pm.
    e. Fares
        i. Passengers are required to pay fares in one of the following manners:
            1. Cash
                a. Current Fares, $1.50 Adult / $0.75 Discount
                b. Current Fare Media
                c. U-Pass College ID
                d. Other as directed by Client
        ii. Transfers between routes within the Fargo and Moorhead transit systems are free and accepted at any location along the route and at major transfer hubs. Transfers between Fargo and Moorhead transit systems are also free and accepted at the Ground Transportation Center. The driver issues a transfer ticket to a passenger upon request at time of boarding.
        iii. Contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.
    f. Auto Vehicle Location (AVL) and Auto Voice Announcement (AVA) System
        i. The Contractor will be required to utilize the Cities' AVL/AVA system provided for daily operations for both fixed route and Paratransit operations. The Contractor will be required to work with the Cities in all aspects of programming, operating, training and troubleshooting of our AVA/AVL system. In the event the Cities elect to implement further technologies on-board its vehicles, the Contractor will be expected to support and utilize such innovations.
2. MAT Paratransit
    a. Overview
        i. MAT Paratransit service is demand-response door through first door service for persons with disabilities who are ADA Paratransit eligible. Service is

provided within the city limits of Fargo and West Fargo, North Dakota, and Moorhead and Dilworth, Minnesota, utilizing vehicles provided by the Cities of Fargo and Moorhead. The estimated number of revenue hours to meet demand is provided in Appendix 13.

ii. Each paratransit vehicle is equipped with a tablet, which interfaces directly with our software. Tablets will be utilized in the daily operation of Paratransit. The City of Fargo provides staff to create driver manifests. The contractor is required to follow, and ensure bus operators adhere to, the schedule produced. The contractor is to schedule bus operators to each run daily.

b. Service Hours
   i. Monday – Friday 6:15am to 11:15pm
   ii. Saturday - 7:15am to 11:15pm
   iii. Sunday – 7:00am to 5:00pm

c. Holiday Service Hours
   i. There is no service on the following holidays: New Year's Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Easter Sunday (Paratransit).
   ii. Christmas Eve service ends at 5:15pm.

3. Ground Transportation Center (GTC)
   a. Overview
      i. The City of Fargo owns and operates the Ground Transportation Center (GTC) transfer terminal located at 502 NP Avenue, Fargo, North Dakota. GTC Procedures and Policies have been developed by the Cities.
      ii. Smoking is not allowed inside or outside the GTC facility, all GTC grounds are smoke free.
         1. This policy is strictly enforced.
      iii. The City of Fargo supplies the Contractor with 1 office space and up to 2 cubicles for their staff. Office computers and equipment will be provided by the Cities for access to the MATBUS network and applicable software, including email access to our matbus.com domain..
      iv. The Cities contract with a security firm to provide patrols at the GTC, in addition, security personnel exchange large bills and transport deposits. The Fargo Police Department has assigned personnel to downtown Fargo available for supplementary security purposes.

4. Metro Transit Garage (MTG)
   a. Overview
      i. The Cities of Fargo and Moorhead jointly own a combined storage and maintenance facility called the Metro Transit Garage (MTG) located at 650 23rd St N, Fargo, North Dakota. This facility houses the fleet of vehicles, the administrative staff, driver break and locker rooms, furnished offices for the Contractor, and City staff.

ii. The MTG facility has both a break and locker room shared with City staff. Smoking is not allowed inside or outside the MTG building.

iii. The Contractor's management/supervisory personnel shall be located at the MTG and/or GTC. The Cities supply up to three (3) furnished offices for the Contractor at the MTG, including office computer equipment, phones, software, and email access to our matbus.com domain. The Contractor must supply any other furniture or equipment necessary for the management/supervisory use. Contractor's management/supervisory staff is required to have access to a cellular phone with texting capabilities and email for communication with the Cities.

5. Increase or Reduction in Service Hours
   a. The Cities of Fargo and Moorhead may, for any reason, request an increase or reduction in route hours to be provided by the Contractor for fixed route, MAT Paratransit, or other required service hours. Said increases or decreases shall not result in renegotiation of the cost per revenue hour for driver services.
   b. Management fees will be a separate line item in this proposal and the resulting contract. With the exception of a change in the number of Contractor's management staff as pre-approved by the Cities, there will not be renegotiation of the management fees in the increase or reduction of service hours.
   c. When there is a change of more than ±15% of revenue hours annually, there will be redistribution between the Cities of Fargo and Moorhead of the set management fee and bonuses based upon percentage of total revenue hours.
6. Contract Hours
   a. Projected annual revenue hours for each year of the two-year contract period are shown in Appendix 13.
7. Fare/Revenue Collection
   a. The Cities shall collect and retain all revenues generated by the fixed route, deviated fixed route, and paratransit transit systems. Bus operators will properly operate the existing, and any subsequent, fareboxes and ensure that the fare policies are followed. All fares collected for the system are to be retained by the Cities.

Section 4 - Personnel

1. Overview
   a. The Contractor shall be solely responsible for the provision of and satisfactory work performance of all employees as described by this Request for Proposal or any reasonable performance standard established by the Cities of Fargo and Moorhead, and shall be solely responsible for payment of all employees' wages and benefits. Without any additional expense to the Cities of Fargo and Moorhead, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and social security. The Cities of Fargo and Moorhead shall have the right to demand removal of any personnel from the Contractor's local team for just cause (as determined by the Cities). The Contractor

shall not, absent prior written notice of 60 days to, and consent by the Cities, remove or re-assign any key management personnel identified in its proposal (e.g. Project Manager) at any time prior to or after execution of the contract.

b. The City requires the current Contractor to provide the following positions:
   i. 1-Project/General Manager
   ii. 1- Operations Manager
   iii. 1- Safety Manager
   iv. 1 - Classroom Trainer
   v. 1- Office Clerk
   vi. 3 - Road Supervisors
c. Sufficient bus operators for fixed route, deviated fixed route, and Paratransit services.
d. For purposes of this contract, full-time work for managers/supervisors equates to a minimum of forty (40) hours per week.

2. Organizational Structure
   a. Contractor must demonstrate the organizational structure of the company and personnel resources that are available to accommodate employee turnover, vacations and other absences without disrupting MATBUS operations, as well as demonstrate that a sufficient number of qualified personnel will be dedicated to properly operate and maintain the transit system.
   b. Company personnel are subject to any and all rules and regulations, including the most current Drug & Alcohol regulations that are placed on the Cities of Fargo/Moorhead as a condition of receiving necessary local, state or federal funding.
3. Project/General Manager
   a. The Contractor shall designate a Project/General Manager who shall oversee successful operation of the services.
   b. At a minimum, the Project/General Manager must have three (3) or more years' experience managing all aspects of a municipal mass transit and complimentary paratransit operations, or a combination of higher education and transportation experience in a management/supervisory position totaling five or more years.
   c. The Project/General Manager must be computer-proficient and have a working knowledge of the Microsoft Office Suite. The Cities operate in a Windows-based operating system environment. The Project/General Manager will be required to become proficient with software programs required by the Cities (ex. AVL/AVA System, Farebox System, Video Software, Sharepoint, and etc.).
   d. The Project/General Manager must be able to perform his or her tasks within the working environments of an office, transit facility, maintenance facility, transit vehicles and bus stops.
   e. The following is not intended to be an all-inclusive list of the essential functions of the Project/General Manager position, but rather a general description of some of the requirements necessary to carry out the duties and responsibilities of this position.

f. Communicate clearly and effectively, both orally and in writing, using the English language.
g. Meet with the Cities, vendors or others on a regular basis.
h. Work extended hours, including weekends, when necessary.
i. Demonstrate regular and consistent attendance and punctuality.
j. Assimilate information quickly and accurately in order to make effective day-to-day operational decisions. Additionally, provide operational reports as requested by the Cities in the timeframe denoted and to provide recommendations to improve service delivery.
k. Prioritize tasks and manage time effectively.
l. Ensure contract compliance.
m. Supervisory experience with hourly employees and knowledge of Human Resources regulations is required.
n. Create a positive work environment by providing all employees with fair and equitable supervision and encouraging professional and personal growth.
o. Recruit, screen, and hire quality employees to ensure full effective staffing of the operation.
p. Document employee performance, provide necessary training, and apply appropriate discipline.
q. Ensure the safety of the operations as it relates to the service delivered, the passengers utilizing the service, and the employees providing the service.
r. Address groups periodically to present information (City Commission/Council, civic groups, driver meetings).
s. This position will require an individual who can effectively interact with all levels of employees, from bus drivers to senior management, and with the general public.
t. Must be available to confer with the Cities' regarding weather-related cancellations or closures.
u. Additional duties as assigned.

4. Additional Management Team Duties
   a. The Contractor shall provide sufficient personnel to monitor drivers on the road to ensure compliance with policies and procedures. The Cities require a supervisor to be on-site during morning "roll-out" Monday through Saturday.
   b. The following is not intended to be an all-inclusive list of the essential functions of the additional management team, but rather a general description of some of the requirements necessary to carry out the duties and responsibilities of these positions.
   c. Monitoring of pre- and post-trip vehicle inspections.
   d. Driver retraining after accidents, incidents, complaints, as applicable.
   e. Video surveillance review in response to accidents, complaints, incidents or requests from the Cities, insurance companies or emergency personnel.
   f. Training of bus operators of on-board promotions and changes in the system, or any other pertinent information the bus operators are required to know.
   g. Regular on-site monitoring of operations at remote transfer hubs.

h. Written evaluation of bus operators annually.
i. Each and every fixed route bus operator will be observed via a ride-along at least once per quarter during all hours of operation, including early mornings, evenings and weekends. Ride-along observations can include video surveillance.
j. Each and every Paratransit driver shall be monitored with unannounced random spot checks at least once per month.
k. Consultations with newly-hired drivers must be completed within 90 days of hire, in addition to the annual evaluation (including practical demonstrations and on-site visits or ride-alongs).
l. Coordinate compliance with Federal, State, and local laws and assist with safety inspections and periodic audits by state or federal agencies.
m. Maintain or coordinate complete personnel recordkeeping (including license status, arrests, citations, traffic violations). Maintain substance abuse files.
n. Respond to emergencies and utilize the Vehicle Collision Procedures established by the Cities. This will also include the notification of police.
o. Ensures all safety regulations are being observed and all training methods are adequate and effective.
p. Conduct safety training and meetings. Review collision reports to reduce number and severity of collisions; maintain complete safety files, e.g., collision reports, pre/post trips paperwork, worker's compensation injuries, off-job injuries and document occurrences. Investigates complaints, collisions, and incidents.
q. Additional duties as assigned.

5. Any bus operators proposed for Paratransit must be interviewed/screened by the City prior to being placed in service to ensure compatibility and correct fit.
6. On-Call & Organizational Structure
   a. In addition to the Project/General Manager being on-call and reachable by a fully-functional cell phone or 2-way radio during all service hours, one additional member of the Contractor's Management Team will also always be required to be on-call during all operating hours (this second on-call duty may be rotated among the various members of the Team). In the absence of the Project/General Manager, he or she may elect to designate a member of the Management Team to function as the first point of contact for the Cities. To summarize, a total of two members of the Management Team are always expected to be on-call during operating hours.
7. Drivers and Training
   a. The Contractor shall supply a sufficient number of properly qualified personnel to operate the equipment and to provide the services required. The City of Fargo/City of Moorhead reserves the right to approve all personnel positions and require the removal of any personnel from operations of the City transit system.
   b. Training shall be the responsibility of the Contractor. All training programs must be pre-approved by the Cities and upon completion, certification maintained in the employee's qualification files. All records shall be made available to the Cities upon request. Specific hours of training and areas of coverage are outlined below. There

will be a conference room available at the MTG facility, which may be scheduled for short periods of time (maximum of one full day) in advance for training, however, most training will take place in the Classroom Trainer's office.

i. Training Hours:
    1. Classroom – 40 hours
    2. Behind the Wheel – 40 hours for pre-licensed operators, 80 hours for any new operators who are newly licensed.
    3. Cadet (in-service with trainer) – 40 hours

c. Meetings shall be held no less than once monthly with mandatory attendance by the Contractor's bus operators. The meeting(s) are required to be video/audio recorded and any staff member absent from the meeting must watch/listen to the recording prior to the next meeting. Staff from the Cities may request items be added to the agenda and may also attend these meetings. Pre- and post-meeting handouts shall be prepared by the Contractor and provided to the City.

d. The driving records of bus drivers are subject to review at any time deemed necessary by the Cities or Contractor. The Cities of Fargo and Moorhead will require the Contractor to provide a current, written record on drivers from the State Motor Vehicles Department prior to employment and once annually thereafter. The Contractor is also responsible for obtaining and paying for criminal record checks on all drivers through the Bureau of Criminal Apprehension as a pre-employment step, and on an annual basis thereafter. The Cities reserve the right to approve all personnel positions and review any and all Contractor employee files. The Contractor shall include within the personnel file a signed check list indicating that the new employee has received proper training prior to entering revenue service.

8. Marketing / Promotions
    a. Marketing promotions are an important element for increasing patronage. Failure of Contractor to participate in marketing promotions will constitute non-performance. (Measure: Lack of cooperation or bus operators lack of involvement in or resistance to, promoting a marketing campaign.)
9. Payment of Taxi Rides
    a. The Contractor is responsible for payment of taxi rides under the "Guidelines for Taxi Ride Authorization Fargo-Moorhead MATBUS"; shown in Appendix 14.
10. Policies / Procedures
    a. The Contractor will accept and incorporate all local system policies and procedures for their bus operators and staff. All MATBUS policies and procedures will be provided to the Contractor by the Cities at the start of the contract. Policies and procedures may be amended from time to time by the Cities' transit administration. The Contractor shall have up to 30 days to implement any new or amended policies or procedures provided, including training and must demonstrate that policies were disseminated and understood by Contractor's bus operators and staff.
    b. The Contractor shall adhere to and participate in our local safety plan. The Contractor's Safety Plan is included in Appendix 19 and shall be followed in coordination with our local safety plan. Both plans may be amended from time to

time administratively during this Contract period and any changes shall be documented.

Section 5 - Equipment

1. Vehicles
    a. Transit vehicles to be used for this contract are 35-foot and 40-foot motor buses, 25-foot cut-away buses and Ford Transit vehicle(s), and include the fareboxes, radios, security cameras, Auto Voice Announcement, and Auto Vehicle Location, etc. The City of Fargo provides all vehicle maintenance and facilities necessary to the performance of the project, including all parts, mechanic labor, equipment, service and cleaning, labor, maintenance supplies and supervision. The Cities will supply all consumables necessary to the performance of the project, including diesel fuel, gasoline, motor oil and other lubricants, anti-freeze, solvents, and cleaning. The buses are housed inside a climate-controlled area.
2. Radios
    a. All City-owned vehicles are equipped with two-way radios. Any air-time charges for the two-way radios will be paid by the applicable city. Handheld two-way radios may also be provided for the Contractor's use as needed.
3. Security Cameras
    a. Cameras are provided by the Cities in transit vehicles. The Cities also provide software for the Contractor's management team to view digital video recordings (DVR's). DVR's may be requested by the Contractor for use in monitoring/reviewing operator performance or investigating complaints, incidents and accidents.
    b. All vehicles contain a wireless download system, and Contractor's management staff can, through software, request the download of video for monitoring/reviewing operator performance or investigating complaints, incidents and accidents.

Section 6 - Record Keeping & Reporting

1. Overview
    a. The City of Fargo, City of Moorhead, North Dakota and Minnesota Departments of Transportation, and Federal Transit Administration or their designee(s) may perform audits at any time of the books, records and accounts of the Contractor. Contractor agrees to preserve, and to cause any subcontractor to preserve and make available for a period of six years after the completion of a contract, any and all financial, operations, and administrative records pertaining to this contract.
    b. The Contractor shall provide any and all reports required by the Cities.
2. Accounting / Record Keeping
    a. Accounting procedures utilized by the Contractor relative to said transit system shall be consistent with FTA National Transit Database requirements and regulations of the States of North Dakota and Minnesota Departments of Transportation.
3. Reports / National Transit Database (NTD) Sampling

a. The Contractor shall submit required reports for all services, routes or special arrangements in a manner approved by and on forms supplied by the City.
b. The Contractor will ensure bus operators are using the fareboxes properly to record accurate ridership data, which is used by the City.
c. The Contractor will ensure bus operators or Contractor staff complete required forms during an NTD sampling year.
d. The Contractor will provide any additional reports the City requires.

4. Vehicle Collision Reports
   a. The Contractor shall notify the Cities **immediately** of any vehicle collision involving a Fargo or Moorhead MATBUS vehicle or any incident which may potentially result in injury to a passenger, driver or others. The Contractor will provide further clarification or details to the Cities in writing within twenty-four (24) hours of the specifics of all vehicle collision using the forms provided by the Cities.
5. Feedback
   a. Upon receipt of any complaints, incidents, or compliments from passengers, citizens, or transit personnel, the Contractor or City staff shall enter the complaint into the Feedback system within one business day. The Feedback system will email specified staff a copy of the complaint, incident, or compliment, notifying staff to request the video download, if required, and also emails out the final complaint resolution to staff upon completion.
   b. The Contractor shall investigate, and respond in writing through Feedback, all complaints, incidents, or compliments involving bus operators. Investigation shall include meeting with any employee included in the feedback report, and watching relevant video. The final resolution to the complaint must be given to the Cities within ten business days of the complaint. Contractor Project Manager and/or Operations Manager will be required to answer to citizens or passengers regarding complaints.
   c. In the event of a discrimination complaint, the complaint must be marked as a discrimination complaint, the City provided discrimination complaint form completed and forwarded to the Mobility Manager for review and investigation.
      i. Discrimination complaints include ADA or Title VI.
6. Meetings
   a. The Cities hold staff meetings weekly, either in person or virtually, for purposes of discussing problems and solutions and maintaining open and frequent communications with the Contractor. Occasionally additional meetings may be required, especially at the beginning of the contract. Unless otherwise notified, Contractor's Project/General Manager or other employee with decision making authority will be required to attend all meetings.

Section 7 – Penalties for Non-compliance

Service requirements outlined in this section will be closely monitored and enforced by the Cities. All penalties will be assessed in writing to the Contractor within fifteen (15) working days of awareness of the violation, with the exception of collisions as noted below. The

written notice will include recommendations and specific time constraints for the Contractor to remedy the situation.

1. Qualified Bus Operators / Sufficient Personnel
    a. The Cities will not pay for any hours of service provided by personnel who do not meet the minimum qualifications for bus operators
    b. The Cities will not pay for Contractor staff hours while the position is not filled or being provided.
        i. Example 1: If the Operations Manager leaves employment and no one has filled the vacancy, the City will have their management fees reduced by the employee's hourly/salary wage for all hours not worked. The Operations Manager position can be temporarily filled by a designated person. If a vacant position is not filled or a qualified substitute person is not identified within 4 weeks of the vacancy, the management fee will be reduced by the value of that vacant position until filled. The intent is that Contractor ensures the timely replacement for any position is a priority.
        ii. Example 2: If a Manager or Supervisor is scheduled in advance to drive a route, the City will have their management fees reduced by the employees hourly/salary wage for all hours not worked. There will be no penalty if Manager / Supervisor overtakes a route in an immediate need to ensure the continuity of service, with the understanding that the non-operator will be removed as soon as an operator is available.
    c. The Contractor is required to provide sufficient personnel to meet the required service hours.

2. On-Time Performance
   The goal of MATBUS is to achieve 90% OTP for individual fixed routes and 95% OTP for paratransit runs. In order to ensure the reliability and continuous improvement of the MATBUS System, both parties will meet regularly to discuss specific routes and issues of timepoint and route structure which continually hinder the on-time performance of each route. Additionally, a revision of these time points will be considered prior to assessment of penalties to the contractor. The parties agree to develop an action plan to continuously improve the performance of the fixed routes and partner to improve system reliability.

    a. Fixed Route
        i. The Contractor is required to maintain a monthly system-wide 90% on-time performance measure. In the event the Contractor does not meet system on-time performance measure of the 90% for the month, the City will deduct $250.00.
        ii. A route is defined by all trips for a specific route on that day.
        iii. In the case a route fails to meet the OTP standard based on the willful

delay of an operator outside of the scope of scheduling or dispatch impact, a $250.00 penalty will be assessed.

iv. In the event the monthly OTP is affected by repetitive and consequential operator error, the city will notify the contractor and the contractor will address the issue immediately or as soon as the operator next scheduled shift. The Contractor will have 30 days to improve the performance of an identified Operator. If the Operators performance does not improve after 30 days, the City will deduct $250 penalty.

v. If the Contractor can provide a reasonable explanation such as due to unavoidable circumstances including, without limitation, weather events, traffic delays, and detours traffic, construction, passenger related delays, event traffic, dispatch issues, routing issues or other circumstances outside of the contractor's control, the City will not hold the Contractor liable.

b. Paratransit

The Contractor is required to maintain a monthly system-wide 95% on-time performance measure. In the event the Contractor does not meet system on-time performance measure of the 95% for the month, the City will deduct $250.00.

i. A run is defined by all trips within a bus operator's daily schedule

ii. In the case a run fails to meet the OTP standard based on the willful delay of an operator outside of the scope of scheduling or dispatch impact, a $250.00 penalty will be assessed.

iii. In the event the monthly OTP is affected by repetitive and consequential operator error, the city will notify the contractor and the contractor will address the issue immediately or as soon as the operator next scheduled shift. The Contractor will have 30 days to improve the performance of an identified Operator. If the Operators performance does not improve after 30 days, the City will deduct $250 penalty.

iv. If the Contractor can provide a reasonable explanation such as due to unavoidable circumstances including, without limitation, weather events, traffic delays, and detours traffic, construction, passenger related delays, event traffic, dispatch issues, routing issues or other circumstances outside of the contractor's control, the City will not hold the Contractor liable.

v. An early pickup prior to the window does count against on-time performance with some exceptions. There are three acceptable ways a passenger may be picked up early. (before their window opens) These would NOT count against on-time performance, because dispatch will update the pickup window to show the driver arrived on-time and within the window.

1) The passenger is waiting outside and indicates to the driver they are ready early. The driver is expected to notify dispatch if a passenger is ready before their pick-up window opens, so the pick-up window can be updated on the driver manifest to show the driver arrived on time and within the window.
2) The passenger calls the reservationists to say they are ready early. The reservationist will mark the passenger as 'ready early' and notify the driver. If the driver is able to accommodate an earlier pick-up for the passenger, the passenger window will be updated on the driver manifest to show the driver arrived on time and within the window.
3) If dispatch is not available, for example on Sunday, the driver may indicate on their driver log any passengers that were ready early that day. Dispatch will make any necessary updates during verification the next day.

3. Missed Trips
   a. A missed trip is defined as "a trip missed due to bus operator's error or deliberate delay by a bus operator". Missed trips are documented in our software. For every scheduled trip of a bus route that is a "missed trip", the Cities will deduct $250 per trip from the payment to the Contractor for that month.
   b. Exceptions to a "missed trip" are: delays due to mechanical problems, inclement weather, construction, trains, loading persons with mobility devices, incidents, or accidents. If the Contractor can provide a reasonable explanation such as due to unavoidable circumstances including, without limitation, weather events, traffic delays, and detours traffic, construction, passenger related delays, event traffic, dispatch issues, routing issues or other circumstances outside of the contractor's control, the City will not hold the Contractor liable.
   c. The Cities will not pay for service which has been cancelled due to inclement weather - this includes driver's wages.

4. Traffic Violations
   a. Bus operators who ignore safety and choose to violate traffic rules (speed, run a red light, pass in a no-passing zone, etc.) will not be tolerated. A fine of $500.00 will be assessed to the Contractor for each citation or infraction a bus operator receives while driving a City vehicle. Bus operators are financially liable for each citation or infraction they receive.
5. Vehicle Collisions / Passengers/Others Injuries
   a. In the event of a transit vehicle collision, the Contractor's representative shall immediately contact the Cities' representative. The mechanic on duty will

determine if a replacement vehicle will be needed.

b. In the event of a vehicle collision that will interrupt service for more than one run, the Contractor is required to immediately put a replacement bus operator on the affected route, dependent on vehicle availability.
c. In the event of a vehicle collision where a bus operator is involved in a chargeable/preventable collision or an incident with injuries or potential injuries that were caused by the actions of the bus operator, a Collision/Injury Review Committee consisting of City representatives (Fargo Transit Director, Fargo Fleet Services Manager and Moorhead Transit Manager or their designees), the Contractor's Project/General Manager, and one other Contractor Management Team Member, will determine if said vehicle collision or incident is deemed chargeable/preventable.
d. A chargeable/preventable collision is defined as: "A motor vehicle collision in which a bus operator fails to do everything reasonably possible to prevent the collision from occurring." Factors taken into consideration when determining preventability are: (1) the type of collision, (2) the degree of injury and/or how many injuries, (3) the degree of damages, (4) the pre-collision actions of the parties involved, and (5) incidents reviewed on video cameras. The contractor will adhere to the decisions(s) determined by the committee.
e. The penalty fee for all (including the first collision or incident by a bus operator) chargeable/preventable collision and/or incidents ranges from a minimum of $500 to a maximum of $5000. Penalties imposed will be based on the severity of the collision and will be determined by the Collision Review Committee. The fee is to be credited on the respective City's invoice based on the service (Paratransit or Fixed Route).
f. In the event the Collision Review Committee determines that the occurrence is a second, third or greater chargeable/preventable collision, caused by the action(s) of the same bus operator, that has occurred during the term of the contract or during the prior three (3) year period, whichever period is shorter, then the committee may determine that the Contractor should pay a higher penalty for the occurrence. The committee, in its sole discretion, shall determine the penalty payable for such occurrence, provided, however, that the penalty shall be a minimum of $500 and a maximum of $5,000 as indicated in section v. The committee, in establishing the penalty payable for such occurrence, may consider the extent of damage occurring, the extent to which the occurrence could have readily been prevented, the exposure to the City of liability caused by such occurrence, the harm to the reputation of the City and its transit system.

6. Collision/Injury Review Committee
    a. The Vehicle Collision/Injury Review Committee will meet monthly.
    b. The Vehicle Collision/Injury Review Committee will by majority vote agree on whether the collision is insignificant, preventable or unpreventable.

c. Insignificant collisions will be determined by the committee. However, the following guidelines apply:
    i. Damage is limited to a scratch or scuff to wheel flares
    ii. Damage is limited to a scratch or scuff to tires
    iii. Damage limited to a scratch or scuff to bumper
    iv. Damage is limited to a tap, scratch or scuff to the mirror, including the mirror folding in, with no damage to the mirror
    v. Damage is limited to yellow paint transfer from rubbing against a stanchion or bollard at the GTC or MTG.
    vi. There was no damage to other property,
d. The Collision/Injury Review Committee can table the review on a specific collision to the next scheduled monthly meeting if sufficient information is not yet available, such as a repair estimate or police report.
e. The 15-day notification period for assessing a penalty will not apply to this section. Rather, the collision/injury will be reviewed at the monthly Vehicle Collision/Injury Review Committee meeting when all information needed to make a decision is available. Following the review and decision by the committee, the Project/General Manager will provide the Cities a credit on their monthly billing for any penalties imposed by the Committee.
f. All preventable collisions/injury will be charged a penalty minimum of $500 and maximum of $5,000. The majority decision of the Committee will be used to determine approval of the penalty. The contractor will adhere to the decisions(s) determined by the committee. There will be no fine assessed for a collision determined by the Committee to be insignificant.
g. A form shall be completed for each collision/injury outlining the review meeting and results for each collision/injury.
h. Regarding charging of fines, if more than one fine is applicable to the accident, such as a missed trip, a citation and a preventable accident, only the accident fine will be assessed
i. At the beginning of the calendar year and quarterly thereafter, each bus will be reviewed for damage, and a diagram completed to show existing damage. Said diagram will be laminated and maintained in the specific vehicle. If damage has been repaired, a new sheet will be created. Drivers only need to mark new damage on the DVIR, and can ignore the existing damage marked on the laminated diagram when completing their pre-trip and post-trip inspections and paperwork.

7. Uniforms
    a. In the event a Contractor employee is in non-compliance with set uniform dress code, a penalty of one hundred ($100) will be assessed per infraction.
    b. The City will provide uniforms for all bus operators and road supervisors.
        i. Refer to written uniform policy
8. Documentation
    a. In the event the Contractor fails to provide the Cities with documentation as

per contract, this will constitute non-performance and there will be a penalty of one hundred dollars ($100) per infraction. This includes all documentation outlined within this agreement, including but not limited to road supervision and spot checks to monitor bus operator performance – detailed documentation must be maintained and submitted to the Cities as requested within 10 business days of request.

b. Contractor will maintain a master file with all bus operator memos and safety meeting content.

9. Use of City Owned Equipment/Vehicles
   a. City owned equipment, including vehicles, is strictly for City business. In the event a Contractors' employee uses a City owned vehicle for any personal use, including taking the vehicle to their personal residence, there is a penalty of five hundred dollars ($500) per infraction.
10. Public Address System
   a. Use of the Public Address System along fixed routes is required under federal law, specifically The Americans with Disabilities Act (ADA). If the Auto Voice Announcement system is not operating, the bus operator must make manual announcements for compliance with the ADA. For every infraction by a bus operator per route, where the Public Address System is not being utilized for major point announcements, there is a penalty of five hundred dollars ($500).

Section 8 - Insurance

1. The City shall provide casualty insurance on the buses and equipment it deems necessary and Contractor shall have no responsibility to provide such coverage. City shall provide self-insurance or otherwise, liability insurance coverage, limited, however, to the minimum amount of $2 Million per claim or the statutory amount or amounts established by the State of North Dakota/State of Minnesota laws governing municipal liability, whichever is greater. Any applicable insurance deductibles for City-provided insurance shall also be paid by the respective city. The City insurance shall be primary. The Contractor shall be listed as an insured on the City's casualty insurance for the buses and equipment. Coverage by the North Dakota Insurance Reserve Fund or Minnesota League of Cities Insurance Trust is deemed to satisfy this provision.
2. The Contractor shall be required to obtain and keep in force during the terms of operation covered by this proposal Employment Practices Liability Insurance, North Dakota and/or Minnesota Worker's Compensation and Employer Liability Insurance, applicable Unemployment Insurance, and the Performance Bond, all as provided more fully below. Certificates evidencing the required insurance will be furnished to the Cities prior to commencing any work under this contract. If the Contractor does not currently meet the requirements listed below, the Contractor shall submit a letter from a reputable insurance agent stating intent to provide insurance for the prescribed coverage.
3. The Contractor shall be required to obtain and keep in force during the terms of operation covered by this contract an Employment Practices Liability Insurance (EPLI) policy in the

minimum amount of $2 Million per person and in the aggregate. EPLI is intended to cover liability for actions of the driver other than operating the vehicle, such as sexual harassment, discrimination, or other non-driving risks associated with employment. The Cities must be listed as additional insureds on the Contractor's EPLI policy. Contractor maintains a self-insurance program that includes coverage for such EPLI risks, which self-insurance program and the funding for such program, is hereby deemed to satisfy this coverage requirement.

4. North Dakota and/or Minnesota Worker's Compensation and Employer Liability Insurance shall be set at the limits established by the States of North Dakota and Minnesota.
5. Insurance deductibles are the responsibility of the party providing the insurance policy.
6. Each policy of insurance shall contain the following clauses: "It is agreed that these policies shall not be canceled, nor the coverage reduced until thirty (30) days after the City has received written notice of such cancellation or reduction by certified mail."
7. Contractor will provide the City documentation proving insurance coverage, in the form of a Certificate of Insurance, within 30 days of notice of contract award or 10 days before commencing transportation service, whichever occurs first.
8. Contractor shall provide a bond for 100% of the annual contract cost for the City, payable to the City. The bond will be renewed on an annual basis for the term of the contract. The cost for the bond amount will be reimbursed by the City annually upon receipt of the bond and copy of payment receipt.
9. The Cities of Fargo and Moorhead shall be named as additional insured on all liability policies of Contractor.

Section 9 - Drug and Alcohol Testing Program

1. The Contractor is responsible for compliance with all approved or pending Federal Transit Administration regulations with regard to drug and alcohol testing – 49 CFR Parts 40 and 655. The Contractor shall submit with the proposal any current drug/alcohol testing programs in place. Contract shall also submit a list of proposed test sites, Medical Review Officer, and Substance Abuse Professionals with the proposal (refer to Appendix 1, Section 3) and annually thereafter along with the federally-required annual MIS report.

Section 10 - Contract Term

1. The term of any agreement arising from this RFP shall be for the two-year period January 1, 2021, through December 31, 2022. The base contract may be renewed for three additional one-year periods at a rate mutually agreed upon between the Cities of Fargo and Moorhead, and the Contractor. The negotiated rate for each additional extension period cannot exceed increases demonstrated by the Consumer Price Index (CPI) for All Urban Consumers for Midwest Region Size Class B/C Services for the percent change for the previous twelve months.
2. In the event the Contractor or City feels there are circumstances requiring a wage increase above the CPI, the Contractor or City may negotiate the rate.

Section 11 - Transfer / Supervisor Vehicles

1. The Cities will provide up to 7 vehicles to transport Fargo and Moorhead bus operators to their respective routes or for road supervisor duties. The vehicles are owned by Fargo and Moorhead, leased to and insured by Fargo. Any vehicle(s) necessary beyond the seven (7) provided by the Cities will be the sole responsibility of the Contractor. The transfer vehicles are not to be utilized in any other manner - i.e. personal use (see Non-Performance Penalties).

Section 12 - Compensation

1. The Cities will reimburse the Contractor for services provided under contract based upon the agreed upon hourly rate per bus revenue hour for fixed route and agreed upon rate per revenue hour for Paratransit, and a monthly fee for management. Bus revenue hours shall mean the hour's service is available to passengers as set forth in the schedules included in the Appendices. In all cases, bus revenue hours exclude the time in which the buses travel to/from the storage facility to the beginning/ending point of the fixed route service and exclude time traveled to the first pick-up and from the last drop-off for Paratransit service.
2. All payments made to the Contractor shall be made subsequent to the end of each month service is actually rendered and in accordance with Cities billing procedures. Payment in full shall be made within thirty (30) days upon submission by the Contractor to the Cities of an itemized per day accounting of revenue hours by service type for the reporting period.
3. Contractor should specify in the proposal the price per hour that is proposed for special bus arrangements requested by the Cities beyond those regularly scheduled hours of operation, including emergencies such as shuttles, floods, tornados, etc. This proposed rate will be all inclusive. The Special Rate will be all inclusive except for travel and lodging cost to bring in additional buses and personnel from other cities when necessary - such expenses would be negotiated based on event. The Special Rate specifically excludes the Project/General Manager or Management Team members driving for route timings, bus stop locations, route detour assistance, and other necessary operational functions, including promotional/marketing functions. With respect to marketing/promotional functions, Cities will pay the Special Rate, but has the exclusive right to choose whether a manager, supervisor, or driver will complete the service. Cities shall coordinate with Contractor with respect to selection of Contractor employee.
4. All billings submitted will be separated by the City of Fargo and the City of Moorhead in a prescribed format. In addition, only the City of Fargo will be billed for all Paratransit services.
5. In addition to all the existing City of Fargo vehicles, the Contractor shall lease and install DriveCam systems in all current and newly purchased vehicles throughout the life of the Agreement. At the end of this Agreement, the City of Fargo shall have the right to take over the existing DriveCam lease to continue the service uninterrupted.

APPENDIX 15

MINIMUM WAGES AND BENEFITS

Fixed Route and Paratransit Drivers

Probationary Period:
The Cities of Fargo and Moorhead require a one-year probationary period for all employees hired under this contract. Performance reviews shall be given to each employee at 90-days, at the end of the probation period and no less than annually thereafter. Performance reviews shall be given to each employee after initial hire within 90-days and annually thereafter.

Seniority:
Existing seniority will be honored in length of service and wages the employee hire date shall be the first day the employee drives a vehicle in revenue service after completion of training. Employees will be paid, according to the step progression scale listed below, based on years of service from their original hire date.

> *Change of employment status is anytime the employee switches from full-time to part-time or part-time to full-time, or anytime an employee changes from one department to another (i.e. Bus Operator to Dispatcher).*

Wages and Benefits:
Bus operators working at least 32 hours per week shall be guaranteed, **at a minimum**, the wages and benefits listed below during the term of this contract.

*In future or option years, the minimum wages for each year shall be no less than the previous year's wages plus the "Consumer Price Index (CPI) All Urban Consumers for Midwest Region Size Class B/C Services" for the percent change for the previous twelve months. If the CPI is less than zero, the minimum wages shall be the previous year's wages unless the Contractor and/or City demonstrate there are circumstances requiring a wage increase above the CPI, the Contractor or City may negotiate the rate.

MINIMUM WAGES IN CONTRACTOR'S PROPOSAL:

Year	Step	Driver Minimum Wage Per Hour 2021	Driver Minimum Wage Per Hour 2022
New Hire Training Wage		15.00	15.50
0	1	$18.60	$19.30
>1	2	$18.96	$19.66
>2	3	$19.33	$20.03
>3	4	$19.70	$20.40
>4	5	$20.21	$20.91
>5	6	$20.80	$21.50
>10	9	$21.20	$21.90
>15	10	$21.61	$22.31
>20	11	$22.15	$22.85
>25	12	$22.69	$23.39

I. Employees who move horizontally on the wage scale in the 5-10-year rate row shall receive a longevity addition of $.07 per hour to the above rates.
II. Employees who move horizontally on the wage scale in the 10-15-year rate row shall receive a longevity addition of $.12 per hour to the above rates.
III. Employees who move horizontally on the wage scale in the 15-20-year rate row shall receive a longevity addition of $.17 per hour to the above rates.
IV. Employees who move horizontally on the wage scale in the 20-25-year rate row shall receive a longevity addition of $.22 per hour to the above rates.
V. Employees who move horizontally on the wage scale in the 25+ year rate row shall receive a longevity addition of $.27 per hour to the above rates.

Paid time off (PTO): (Vacation and Sick Time)
All PTO will be earned on an annual basis as described herein.

Regular PTO:
After the first complete year of employment, upon the employee's personal anniversary hire date, the employee shall receive 7 days regular PTO and the employee shall begin to accrue regular PTO. Regular PTO will be the employee's main PTO and will be used any time the employee needs time off regardless if the time off is sick time or vacation time. All regular PTO hours must be used within 12 months of the employee's annual personal anniversary date or the hours will be forfeited. Upon separation of employment from the contractor during the first year of employment, no payout of regular PTO will be made. Thereafter, upon separation of employment from the contractor, the employee will be paid out for the remaining regular PTO balance.

Banked PTO (Sick Leave):
Banked PTO is an additional PTO benefit an employee receives. An employee will begin accruing banked PTO at .42 days per month beginning upon the employee's personal anniversary hire date. The employee shall have access to their accrued banked PTO (accrued at .42 days per month) after the employee

has completed 90 days of employment. Banked PTO can only be used once the employee has exhausted all their regular PTO hours. Banked PTO hours (up to 40 hours per year (5 days), may be carried over from year to year up to a maximum total of 120 hours,(15 days). Upon separation of employment from the contractor, the employee will **not** be paid out for any of the banked PTO hours balance.

Chart of hours and days are listed below.

Years of Service	Regular PTO (Hours)	BANKED PTO (Hours)	Regular PTO (Days)	BANKED PTO (Days)
0 – 12 Months	0	40	0	5
>1 YR but < 3 YRS	56	40	7	5
>3 YRS but <10 YRS	80	40	10	5
>10 YRS but < 15YRS	120	40	15	5
>15 YRS	160	40	20	5

PTO can only be taken in 4-hour (1/2 Day) or 8-hour (Full Day) increments.

Health / Welfare:
A group health-insurance plan shall be offered to employees working at least 32 hours per week. Health insurance is required to be provided to employees after completion of 90 days of employment. The contractor shall pay a minimum of 70% of a single premium under this plan or, if the employee chooses not to enroll in the health insurance plan, the company shall pay the employee a stipend to spend elsewhere valued at 30% of the single premium.

Paid Holidays: Employees shall be eligible for holiday pay immediately upon employment. Paid holidays are to include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

401(k):
The contractor is to offer a 401K retirement plan, with a company match.

Short-term Disability Insurance:
Contractor shall pay for a short-term disability insurance policy for all employees and shall pay 100% of the premium.

SRC Hospital Indemnity:
Contractor employees have the option to enroll in First Transit's SRC Hospital Indemnity insurance program. This program offers single to family enrollment options in addition to the medical insurance plans. This program provides our employees' reassurance of financial stability in the event the employee or family members are hospitalized.

Health Savings Account (HSA):
The Contractor health insurance allows for employees to contribute an HSA account. The amount contributed to the account is determined by the employee and may be used for out-of-pocket health care costs.

IRS Section 125 Plan:

During the term of this agreement the Contractor shall, if applicable and allowable by law, allow employees to participate in the IRS Section 125 plan, thus providing pre-tax cost savings to our employees.

Bereavement Leave:
Contractor employees are eligible for bereavement leave the day before, the day of, and the day after an immediate family member's funeral. Immediate family members include, spouse, mother or father, brother or sister, mother-in-law or father-in-law, grandparents of employee or spouse, children of the employees, stepfather, stepmother, stepsister, stepbrother, and stepchildren

Safety Meetings:
Attendance at monthly safety meetings is required. Contractor employees will be paid for time at monthly safety meetings.

Dental Coverage Plans:
Full time Contractor employees may enroll in the contractor's Dental Coverage plan during the enrollment period. The contractor will cover 50% of the single coverage cost for each employee who chooses to enroll in dental coverage.

Life and AD&D Insurance / Voluntary Life and Voluntary AD&D Insurance:
Contractor employees receive ten thousand dollars ($10,000) in life and AD&D insurance fully paid by the contractor. The employee through voluntary plans may purchase additional life and accidental death and disability insurance.

Vision Insurance:
Contractor employees have the option to enroll in the contractor's vision insurance program. This program offers single to family enrollment options to help ensure vision care is affordable to all contractor employees.

Safety and Customer Service Incentives:
The following Contractor employee incentive programs proposed by the Contractor are targeted to increase driver retention, minimize safety infractions, minimize absenteeism, improve driver reliability and enhance service quality.

All the incentives or bonuses outlined below and paid to employees will be billed to the City of Fargo and City of Moorhead as a pass-through cost based on actual payments made and included on each City's regular monthly invoices.

The new operator sign-on bonus and referral bonus will be only implemented if pre-approved by both the City of Fargo and City of Moorhead based on the current need for recruitment, such as lack of qualified driver applications.

New Operator Sign-On Bonus:
The minimum bonus of $500 can be increased up to $2,500 based on the demands of the recruitment needs.

Bonus will be split into 3 pay out time of equal value:

Entering into Revenue Service
At 60 Days
At 180 Days

Employee Referral Bonus:
The bonus is paid to both the current employee and their referrals at:
60 days = $500
180 days = $500

Safety Bonus:
An employee who performs their job exhibiting superior safety habits and behaviors will be rewarded! The monthly payment for each employee who achieves safety goal is $50.00 for full time employees and $25.00 for part time employees. Employees who receive this bonus for the entire quarter (3 months) will be given an additional bonus of $100.00 for full time employees and $50.00 for part time employees. Part-Time employees must work at least 40 hours per month in order to receive this bonus.

Eligibility requirements:

- The employee must complete a pre/post trip inspection each day they work
- The employee must have no preventable collisions or passenger injuries
- The employee has no preventable safety incidents resulting in any personal/passenger injury, damage, or other safety related issues
- The employee must have no traffic violations in company or personal vehicles
- Attend Monthly Safety Meeting
- Fewer than three (3) coachable DriveCam clips monthly

Incentive Bonus:
The Incentive Bonus program will reward employees that provide excellent customer service, have perfect attendance, and exhibit superior performance and behavior when performing all job functions. Contractor employees have the opportunity to earn an additional $1,000.00 per year. This bonus will be paid out at $50.00 per month for full time employees who achieve the requirements listed below. Any full-time employee who has achieved this bonus for the entire quarter (3 months) will be given an additional $100.00 at the end of the quarter. Part-time employees are not eligible for this bonus.

Eligibility requirements:

- No substantiated passenger complaints or incidents
- Monthly Average OTP above 90% for fixed drivers and 95% for para drivers, unless there is a reasonable explanation, such as weather events, traffic delays, and construction detours, passenger related delays, event traffic, dispatch issues, routing issues or other circumstances outside of the Bus Operator's control.
- Have a perfect attendance record
  - Zero attendance points for current month (Late, absent, etc.)
- Be in a full and clean uniform at all times (shirt, trousers, tie, and plain black shoes)
- Completing and turning in all paperwork with no missing information; including: Manifests, DVIR for Pre and Post trip inspections, Payroll exception forms
- No ADA Violations (i.e. P.A. Announcements, lowering ramp/kneeler)
- Attended the monthly safety meetings
- Having no other discipline incidents / actions

Quarterly payouts will be paid on the following scale.

Quarter	Start Month		End Month	Payout Month
1	January	-	March	April
2	April	-	June	July
3	July	-	September	October
4	October	-	December	January

THE CITY OF Fargo FAR MORE

(25)

MATBUS
Administrative Offices
650 23rd Street North
Fargo, ND 58102
Phone: 701.241.8140 | Fax: 701.241.8558
www.MATBUS.com

December 14, 2020

Board of City Commissioners
224 N 4th Street
Fargo, ND 58102

Dear Commissioners:

On March 23, 2020, the City of Fargo and City of Moorhead began operating MATBUS Fixed Routes and MAT Paratransit fare-free to reduce contact and potential for COVID-19 transference between passengers and drivers.

Since that time, numerous policies and procedures have been established to protect transit staff and passengers, including the installation of temporary plexi-glass barriers by the driver, provision of gloves to staff, boarding passengers at the back door, increased sanitation of buses, provision of hand sanitizer and face masks on-board the buses, and requiring mandatory face coverings for drivers and passengers.

In addition, installation of an upgraded farebox system is currently underway. Additional fare-free time would allow testing and training of riders and drivers on the new fareboxes for the remainder of the 2020 and into early 2021. The new farebox system will incorporate new features such as mobile ticketing, new smart cards and retail point of sale (RPOS) systems so agencies would be able to load transit passes for their clients without having to come to one of our facilities.

Continuing fare-free through March 31, 2021, would cost approximately $104,886 (estimated revenue loss based on 2019 for the same first quarter period). The City of Moorhead in partnership with the City of Fargo, is requesting Transit (Fargo & Moorhead) maintain fare-free service through March 31, 2021.

Any loss of revenue is eligible to be reimbursed through the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to assist the public transit system prevent, prepare for and respond to the COVID-19 pandemic. Transit-dependent population in the community continue to be impacted economically by COVID-19. The City of Fargo Transit department received $7,936,636 in CARES grant funds for the direct assistance of consumers. These funds are being used to replace lost fares. It is speculated there may be further transit assistance in future possible federal aid packages.

Recommended Motion:
The Fargo City Commission approve fare-free through March 31, 2021, and request reimbursement through the CARES grant, contingent upon the Moorhead City Council adoption of Transit being fare-free through March 31, 2021.

Sincerely,

Julie Bommelman

Julie Bommelman
Transit Director
701.476.6737

REPORT OF ACTION

UTILITY COMMITTEE

(26)

Project No. WA2012

Type: Bid Award for Project WA2012
South Regional Water Connection-P2

Location: Ground Storage Reservoir Site

Date of Hearing: 12/10/20

Routing	Date
City Commission	12/14/20
Project File	

Troy Hall, Water Utility Director, presented the attached memo regarding the bid opening for Project WA2012. This project is titled, 'South Regional Water Connection – Phase 2'. This project will build a 3rd pumping station to provide West Fargo with water. Construction of the project is eligible for 60% cost-share (grant) funding under a North Dakota State Water Commission (SWC) Regionalization grant. Per the AE2S Bid Review and Award Recommendation, the total bid price was $1,750,886.75. This was 12.5% under the Engineer's Estimate of $2.0 million. Water Utility staff supports the AE2S award recommendation.

MOTION:

On a motion by Jim Hausauer, seconded by Brenda Derrig, the Utility Committee voted to approve the Bid Award for Project WA2012 as follows:

- Contract No. 1 – General Construction to American General Contractors, Inc. at a bid price of $1,425,000.00.
- Contract No. 2 – Mechanical Construction to Dakota Plains Mechanical at a bid price of $161,140.75.
- Contract No. 3 – Electrical Construction to John's Refrigeration and Electric, Inc. at bid price of $164,746.00

COMMITTEE:	Present	Yes	No	Unanimous	X Proxy
Anthony Gehrig, City Commissioner					
Kent Costin, Director of Finance					
Brian Ward, Water Plant Supt.	X				
Mark Miller, Wastewater Plant Supt.	X				
Bruce Grubb, City Administrator	X				
Scott Liudahl, City Forester					
Terry Ludlum, Solid Waste Utility Director	X				
James Hausauer, Wastewater Util. Director	X				
Troy Hall, Water Utility Director	X				
Ben Dow, Public Works Operations Director	X				
Brenda Derrig, City Engineer	X				

ATTEST:

T. B. Hall

Troy B. Hall
Water Utility Director

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

THE CITY OF Fargo FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
December 6, 2020

To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

Re: WA2004 Change Order #1 – South Regional Water Connection – Phase 1 Project Revisions and Balancing Quantities

---

Introduction

Attached, please find a proposed change order with Sellin Brothers, Inc. regarding Project WA2004. This construction primary focuses on installing a segment of 24-inch pipe for a 3rd West Fargo water service connection, including directional drilling to install the pipe under the Sheyenne River. It also finishes up construction related to land agreements that helped attain land and routing easements for the pipeline and a raw water supply channel. The proposed changes are a cost increase of $27,105.76. With approval of the proposed change order, the new contract price will be $1,249,292.76. Project WA2004 is being funded using State Water Commission (SWC) 60-percent cost-share funding with Infrastructure Sales Tax (Fund 450) covering the local share. This project is in the 20-year Capital Improvement Plant (CIP) and in the Water Utility budget.

Diagram shows phases of 3rd West Fargo Water Service Connection & Drain Improvements for Storm Water Management and Water Supply to the Water Treatment Plant.

Detailed Summary of Change Orders

There are six (6) items for consideration under this change order and are summarized in the following table. Under the quantity balancing changes (Item No. 6), there are 22 quantity items adjusted with both additional costs and deducts (see attached information from AE2S).

No.	Item	Cost	Reason
1	Additional Bell Restraints for 24-inch Pipe	$10,383.48	Pipe Support
2	12-inch C900 PVC Culvert Installation	$ 1,140.00	Site Drainage
3	Potholing and locating 30-inch FEWS Pipeline	$ 1,095.00	Avoid Pipe Damage
4	Extension of 15-inch CMP Culvert	$ 784.60	Site Drainage
5	Installation of 18-inch Culvert with Flared Ends	$ 1,317.18	Site Drainage
6	Quantity Balancing Changes per As-Built Details	$12,385.50	As-Built Quantities .
	Total – Change Order No. 1	**$27,105.76**	

Plan of Financing

Water Utility staff recommends this change order be paid with State Water Commission (SWC) 60-percent grant funding and use Infrastructure Sales Tax (Fund 450) for the local share as defined in the budget. This is in accordance with the Water Utility budget line and the 20-years CIP.

SUGGESTED MOTION:

Approve Change Order No. 1 with Sellin Brothers, Inc. in the amount of $27,105.76 under Project WA2004.

Your consideration in this matter is greatly appreciated.

www.ae2s.com

December 4, 2020

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

Re: Change Order No. 1
Fargo South Regional Water Connection Phase I
City of Fargo Project #WA2004

Dear Mr. Hall:

Enclosed please find a copy of Change Order No. 1 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

Description:

1) Work includes furnishing and installing (F&I) three (3) bell restraints to the existing 24-inch pipe located on construction sheet C023 east of the newly placed gate valve labeled WM-43 and construction note 2. This change order adds an additional line item number 60 for F&I 24-inch Bell Restraint on Existing 24-inch PVC Pipe. This will enable the placement of an 24-inch bell restraints to ensure we have 71-feet of restrained length upstream of the gate valve, at an additional cost of $3,461.16 per bell restraint at a total cost of $10,383.48. Please see attached updated bid form.

2) Work includes an additional line item number 61 for F&I 12-inch C900 PVC Culvert under Howard Gensler's new driveway. This will enable the placement of 38 lineal feet of 12-inch C900 PVC culvert to ensure proper drainage on 52nd Ave S, southern flow line, at an additional cost of $30.00 per installed lineal foot or a total cost of $1,140.00. Please see attached updated bid form.

3) Work includes potholing to enable surveying of existing 30-inch Fargo Emergency Water Supply Ductile Iron Pipe in three (3) locations. This change order adds an additional line item number 62 for potholing existing 30-inch Ductile Iron Pipe at three (3) locations at a cost of $365 per potholed location or $1,095.00 in total cost. Please see attached updated bid form.

4) Work includes an additional line item number 63 for F&I 15-inch Corrugated Metal Pipe (CMP) Extension Culvert that does not include flared ends under Howard Gensler's outbuilding driveway. This will enable the placement of 15-inch CMP culvert to ensure proper drainage on the east side of Howard Gensler's driveway, at an additional lump sum cost of $784.60. Please see attached updated bid form.

5) Work includes an additional line item number 64 for F&I 18-inch Corrugated Metal Pipe (CMP) Culvert with Flared ends under Howard Gensler's existing driveway. This will enable the

Advanced Engineering and Environmental Services, Inc.
4170 28th Avenue South • Fargo, ND 58104 • 701-364-9111

placement of an 18-inch CMP culvert to ensure proper drainage under Howard Gensler's driveway at an additional lump sum cost of $1,317.18. Please see attached updated bid form.

6) Work includes a to-date balancing change order for changes in the "as-built" quantities of the project as compared to the "plan" quantities.

The cost impact to Contract No. 1 is summarized in the following tables. Parenthesis and red text indicate a decrease in project dollar value, while black text indicates an increase in project dollar value.

Additional Line Items	Cost
1. 60 F&I 24-inch Bell Restraint on Existing 24-inch PVC Pipe	$10,383.48
2. 61 F&I 12-inch C900 PVC Culvert	$1,140.00
3. 62 Potholing of existing 30-inch Fargo Emergency Water Supply	$1,095.00
4. 63 F&I 15-inch CMP Culvert Extension	$784.60
5. 64 F&I 18-inch CMP Culvert with Flared Ends	$1,317.18
Total for additional line items =	**$14,720.26**

Balancing Change Order Items	Cost
1. 2 Salvage and Install Fence	($2,064.00)
2. 4 F&I Insulation 4" Thick	($229.50)
3. 6 Jack & Bore – Steel Casing Pipe 36"	$11,520.00
4. 7 F&I 24-inch HDPE Carrier Pipe in Steel Casing	$999.00
5. 8 F&I Pipe C900 DR 18 – 24" Dia PVC	$1,736.00
6. 9 F&I Restr Joint Pipe C900 DR 18 -24" Dia PVC Water Main	$900.00
7. 10 F&I Restr Joint Pipe C900 DR 18 – 16" Diam PVC Water Main	($270.00)
8. 11 F&I C900 DR 18 – 4" Dia PVC Water Main	($52.00)
9. 12 F&I Pipe C900 DR 18 – 6" Dia PVC Water Main	$252.00
10. 13 F&I Pipe C900 DR 18 - 8" Dia PVC Water Main	($2,760.00)
11. 17 F&I Gate Valve 4" Dia	($1,185.00)
12. 20 F&I Fittings C153 Ductile Iron	($1,897.50)
13. 25 F&I Inlet – Round (RDI) Reinforce Concrete	($3,000.00)
14. 26 F&I Strom Sewer Pipe SDR 26- 8" Dia PVC	$23.00
15. 46 Salvage and Relocate Tree	$999.00
16. 47 Remove Tree Stump	$813.00
17. 50 Inlet Protection - Existing Inlet	$200.00
18. 51 Inlet Protection – New Inlet	$1,600.00
19. 52 Silt Fence – Heavy Duty	$524.00
20. 54 Temporary Construction Entrance	($1,540.00)
21. 55 Concrete Washout Area	($1,600.00)
22. 59 F&I Conduit 2" Dia	$7,417.50
Total for additional line items =	**$12,385.50**

Change Order No. 1	Cost
Additional Lines Items	$14,720.26
Balancing Change Order Items	$12,385.50
Total Change Order No. 1=	**$27,105.76**

Upon the City of Fargo's acceptance of Change Order No. 1, please sign and date the four original copies. Retain one copy for your records and scan a copy to AE2S. AE2S will forward a copy to SBI and will retain a remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

Chase Julson, EIT

Attachments
Change Order No. 1
Letter from Sellin Brothers, Inc. (SBI) stating 24-inch PVC bell restraint prices
Letter from SBI indicate price to install 12-inch C900 culvert and potholing existing 30-inch Ductile Iron Pipe
Letter from SBI indicate price to install 15-inch CMP culvert without flared ends
Letter from SBI indicate price to install 18-inch CMP culvert with flared ends
Updated Quantity forms with additional line items outlined in blue, increases in plan quantity highlighted in blue, and decreases in plan quantity highlight in yellow.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1

Date of Issuance:	12/09/2020	Effective Date:	12/09/2020
Owner:	City of Fargo	Owner's Contract No.:	WA2004
Contractor:	Sellin Brothers, Inc.	Contractor's Project No.:	1047
Engineer:	Advanced Engineering and Environmental Services, Inc.	Engineer's Project No.:	P00803-2018-028
Project:	Fargo South Regional Water Connection Phase I	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description:

1) Work includes furnishing and installing (F&I) three (3) bell restraints to the existing 24-inch pipe located on construction sheet C023 east of the newly placed gate valve labeled WM-43 and construction note 2. This change order adds an additional line item number 60 for F&I 24-inch Bell Restraint on Existing 24-inch PVC Pipe. This will enable the placement of an 24-inch bell restraints to ensure we have 71-feet of restrained length upstream of the gate valve, at an additional cost of $3,461.16 per restrained joint at a total cost of $10,383.48. Please see attached updated bid form.

2) Work includes an additional line item number 61 for F&I 12-inch C900 PVC Culvert under Howard Gensler's new driveway. This will enable the placement of 38 lineal feet of 12-inch C900 PVC culvert to ensure proper drainage on 52nd Ave S, southern flow line, at an additional cost of $30.00 per installed lineal foot or a total cost of $1,140.00. Please see attached updated bid form.

3) Work includes potholing to enable surveying of existing 30-inch Fargo Emergency Water Supply Ductile Iron Pipe in three (3) locations. This change order adds an additional line item number 62 for potholing existing 30-inch Ductile Iron Pipe at three (3) locations at a cost of $365 per potholed location or $1,095.00 in total cost. Please see attached updated bid form.

4) Work includes an additional line item number 63 for F&I 15-inch Corrugated Metal Pipe (CMP) Extension Culvert that does not include flared ends under Howard Gensler's outbuilding driveway. This will enable the placement of 15-inch CMP culvert to ensure proper drainage on the east side of Howard Gensler's driveway, at an additional lump sum cost of $784.60. Please see attached updated bid form.

5) Work includes an additional line item number 64 for F&I 18-inch Corrugated Metal Pipe (CMP) Culvert with Flared ends under Howard Gensler's existing driveway. This will enable the placement of an 18-inch CMP culvert to ensure proper drainage under Howard Gensler's driveway at an additional lump sum cost of $1,317.18. Please see attached updated bid form.

6) Work includes a to-date balancing change order for changes in the "as-built" quantities of the project as compared to the "plan" quantities.

Attachments: Letter from Sellin Brothers, Inc. (SBI) stating 24-inch PVC bell restraint prices, Letter from SBI indicate price to install 12-inch C900 culvert and potholing existing 30-inch Ductile Iron Pipe, Letter from SBI indicate price to install 15-inch CMP culvert without flared ends, Letter from SBI indicate price to install 18-inch CMP culvert with flared ends, Updated Quantity forms with additional line items outlined in blue, increases in plan quantity highlighted in blue, and decreases in plan quantity highlight in yellow.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,222,187.00	~~Original Contract Times:~~ ~~Substantial Completion:~~ _____ ~~Ready for Final Payment:~~ _____ _____ ~~days or dates~~
~~[Increase] [Decrease]~~ from previously approved Change Orders No. __ to No. __: $ _____	~~[Increase] [Decrease] from previously approved Change Orders No. __ to No. __:~~ ~~Substantial Completion:~~ _____ ~~Ready for Final Payment:~~ _____ _____ ~~days~~
Contract Price prior to this Change Order: $ 1,222,187.00	~~Contract Times prior to this Change Order:~~ ~~Substantial Completion:~~ _____ ~~Ready for Final Payment:~~ _____ _____ ~~days or dates~~
[Increase] ~~[Decrease]~~ of this Change Order: $ 27,105.76	~~[Increase] [Decrease] of this Change Order:~~ ~~Substantial Completion:~~ _____ ~~Ready for Final Payment:~~ _____ _____ ~~days or dates~~
Contract Price incorporating this Change Order: $ 1,249,292.76	~~Contract Times with all approved Change Orders:~~ ~~Substantial Completion:~~ _____ ~~Ready for Final Payment:~~ _____ _____ ~~days or dates~~

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:	[signature]	By:		By:	[signature]
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	EIT	Title		Title	PM
Date:	12/4/2020	Date		Date	12/4/20

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

REPORT OF ACTION

UTILITY COMMITTEE

(27)

Project No. WA2004

Type: South Regional Water Connection - Change Order #1

Location: 52nd Avenue South near the Sheyenne River

Date of Hearing: 12/10/20

Routing	Date
City Commission	12/14/20
Project File	

Troy Hall, Water Utility Director, presented the attached memo, letter from AE2S, and change order form for Project WA2004, South Regional Water Connection – Phase 1. This project installed 24-inch pipe and connected to the West Fargo water distribution system. A 3rd West Fargo pump station will be constructed in 2021 to put the installed piping into service. While the contract Substantial Completion date is in June, 2021, most of the work was completed this year. The proposed change order has a cost increase of $27,105.76 which is 2.2% of the bid price. The initial bid price was $1,222,187 from Sellin Brothers, Inc. Since the project in mostly complete, this change order balances out 22 quantity lines in the contract. All of the other recommended changes seem reasonable and were reviewed by Water Utility staff and AE2S.

MOTION:

On a motion by Ben Dow, seconded by Jim Hausauer, the Utility Committee voted to approve Change Order #1 with Sellin Brothers, Inc. with a cost increase of $27,105.76 for Project WA2004.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance				
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			

ATTEST:

Troy B. Hall
Water Utility Director

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

Item 5

THE CITY OF Fargo FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
December 9, 2020

To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

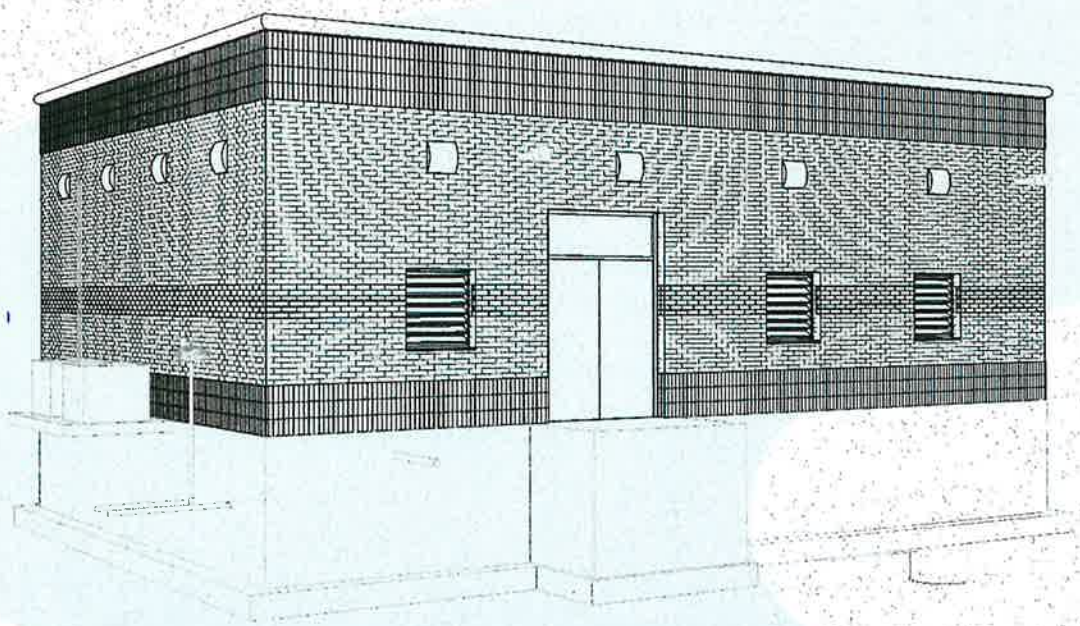
Re: Project WA2012 Bid Award – South Regional Water Connection – Phase 2

Introduction

Bids were opened for Project WA2012 at the City Auditor's Office on December 9, 2020 at 11:45 AM. Construction of a 3rd West Fargo Pump Station will occur in Project WA2012. Attached, please find a bid award recommendation letter from AE2S. The project was bid as four contracts and there were eleven (11) sealed bids opened. The low apparent bid is comprised of:

- Contract No.1 (General Construction): American General Contractors, Inc. at $1,425,000.00
- Contract No. 2 (Mechanical Construction): Dakota Plains Mechanical at $161,140.75
- Contract No. 3 (Electrical Construction): John's Refrigeration, Inc. at $164,746.00

According to North Dakota law, the lowest three (3) prime contract bids total was lower than any of the combined bids. The total of the low bids for Contracts No. 1 through 3 was $1,750,886.75. The Engineer's Estimate was $2.0 million. So, the total bid is 12.5% below the Engineer's Estimate. Water Utility staff is recommending bid award for WA2012 according the attached AE2S letter.



Drawing of the West Fargo pump station to be constructed. The pump station for the 3rd West Fargo water service connection will be very similar to the two (2) existing pump stations.

Plan of Financing

Construction and construction engineering for Project WA2012 are eligible for State Water Commission (SWC) cost-share funding at 60 percent. After a current reimbursement request, the remaining $1.377 million on this SWC 'Regionalization' grant needs to be utilized by June 30, 2021. Water Utility staff recommends the local share of 40 percent be paid with Infrastructure Sales Tax (Fund 450) according to the budget line. Water use by regional customers increases revenue to the City of Fargo and will offset capital improvement costs paid directly by the Water Utility.

SUGGESTED MOTION:

Approve Bid Award for Project WA2012 as follows:

- Contract No.1 (General Construction): American General Contractors, Inc. at $1,425,000.00
- Contract No. 2 (Mechanical Construction): Dakota Plains Mechanical at $161,140.75
- Contract No. 3 (Electrical Construction): John's Refrigeration and Electric, Inc. at $164,746.00

Your consideration in this matter is greatly appreciated.

www.ae2s.com

December 9, 2020

Mr. Troy Hall
Water Utility Director
City of Fargo
435 14th Ave S
Fargo ND 58103-4306

Re: Fargo Regional Water Connection Ph 2
Engineer's Bid Review and Award Recommendation
Fargo Water Project No. WA2012

Dear Mr. Hall:

Bids were received at 11:30 a.m. on Wednesday, December 9, 2020 at the City Auditor's Office and opened at 11:45 a.m. in the Engineering Conference Room at the Fargo City Hall for the above referenced project. A total of ten (10) different bidders submitted a total of twelve (12) sealed bids. One bid did not meet all of the prescribed requirements and was not read aloud. The remaining eleven (11) bids were read aloud. A bid tabulation is attached to this letter for your review.

The project was bid as four (4) contracts: Contract No. 1 – General Construction; Contract No. 2 – Mechanical Construction; Contract No. 3 – Electrical Construction; and Contract No. 4 – Combined General, Mechanical, and Electrical Construction. A combined bid should not be accepted unless that bid is lower than the combined total of the lowest, responsible bids for the respective individual contracts. Based on a review of the bids, the apparent low bid is comprised of American General Contractors, Inc. for the general construction (Contract No. 1), Dakota Plains Mechanical for the mechanical construction (Contract No. 2), and John's Refrigeration and Electric, Inc. for the electrical construction (Contract No. 3)

The project team recommends the following construction contracts:

- Contract No. 1 – General Construction: American General Contractors, Inc. in the amount of $1,425,000.00
- Contract No. 2 – Mechanical Construction: Dakota Plains Mechanical in the amount of $161,140.75.
- Contract No. 3 – Electrical Construction: John's Refrigeration and Electric, Inc. in the amount of $164,746.00

Based on the bid results, the total bid price for the project is $1,750,886.75.

Mr. Troy Hall
Water Utility Director
Re: Fargo Regional Water Connection Ph 2
Engineer's Bid Review and Award Recommendation
Fargo Water Project No. WA2012
December 9, 2020

Thank you for the opportunity to assist the City of Fargo with this important project. Should you have any comments or questions regarding the bid results or the project in general, please do not hesitate to contact me at (701) 364-9111.

Respectfully Submitted,

AE2S

Richard A. Wagner, PE
Project Manager

Attachments

Fargo South Regional Water Connection - Phase 2
City of Fargo, North Dakota
City Project No. WA2012
AE2S Project No. P00803-2018-035
Bid Opening 11:45 AM CST, Wednesday, December 9, 2020

Contractor	Acknowledge Addendum 1	Bid Bond	Contractor's License or Renewal	Affidavit of Non-Collusion	Bid Form	Contract No. 1 General Construction	Contract No. 2 Mechanical Construction	Contract No. 3 Electrical Construction	Contract No. 4 Combined General, Mechanical, & Electrical Construction
American General Contractors, Inc.	✓	✓	✓	✓	✓	$1,425,000.00	No Bid	No Bid	No Bid
Roers Construction Joint Venture LLC	✓	✓	✓	✓	✓	$1,578,000.00	No Bid	No Bid	$1,909,000.00
ICS, Inc.	✓	✓	✓	✓	✓	$1,785,000.00	No Bid	No Bid	$2,312,000.00
Dakota Plains Mechanical	✓	✓	✓	✓	✓	No Bid	$161,140.75	No Bid	No Bid
All American Plumbing & Heating	✓	✓	✓				Not Opened*		
John's Refrigeration & Electric, Inc.	✓	✓	✓	✓	✓	No Bid	No Bid	$164,746.00	No Bid
Rick Electric Inc.	✓	✓	✓	✓	✓	No Bid	No Bid	$209,000.00	No Bid
Superior Electric	✓	✓	✓	✓	✓	No Bid	No Bid	$209,281.00	No Bid
JDP Electric Inc.	✓	✓	✓	✓	✓	No Bid	No Bid	$233,200.00	No Bid
Rickard Electric Inc.	✓	✓	✓	✓	✓	No Bid	No Bid	$259,500.00	No Bid
Engineer's Estimate									$2,000,000.00

*Not opened due to bid irregularity

Advanced Engineering and Environmental Services, Inc.
4170 28th Avenue S
Fargo, ND 58104
Tel: 701-364-9111

Richard A. Wagner

Richard Wagner, PE

REPORT OF ACTION

UTILITY COMMITTEE

(28)

Project No. WA2005

Type: AE2S Task Order #39 – Design Services – Red River Pump Station

Location: Red River Pump Station (435 14th Avenue South)

Date of Hearing: 12/10/2020

Routing	Date
City Commission	12/14/2020
Project File	

Troy Hall, Water Utility Director, presented the attached memo regarding a proposed AE2S task order for design and bidding of Project WA2005, Red River Pump Station Improvements. This project primarily involves constructing flood protection infrastructure and increasing pump station capacity. Grant funding from both FEMA and the North Dakota State Water Commission (SWC) are available for the project and will help pay the engineering fees. The task order is in the amount of $627,140. The design engineering fees are about 9.5% of the estimated project cost. Task order details can be found in the attached AE2S information. The FEMA grant will pay up to $3.565 million toward flood protection on the project. There is about $1.4 million remaining on a SWC Regionalization grant and will help with the capacity increase.

MOTION:

On a motion by Terry Ludlum, seconded by Jim Hausauer, the Utility Committee voted to approve the proposed Task Order #39 with AE2S in the amount of $627,140 for design and bidding services for Red River Pump Station Improvements (Project WA2005).

COMMITTEE:	Present	Yes	No	Unanimous X Proxy
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance				
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			

ATTEST:

Troy B. Hall
Water Utility Director

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

THE CITY OF Fargo FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
December 6, 2020

To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

Re: AE2S Task Order #39 – Red River Pump Station Design and Bidding Services

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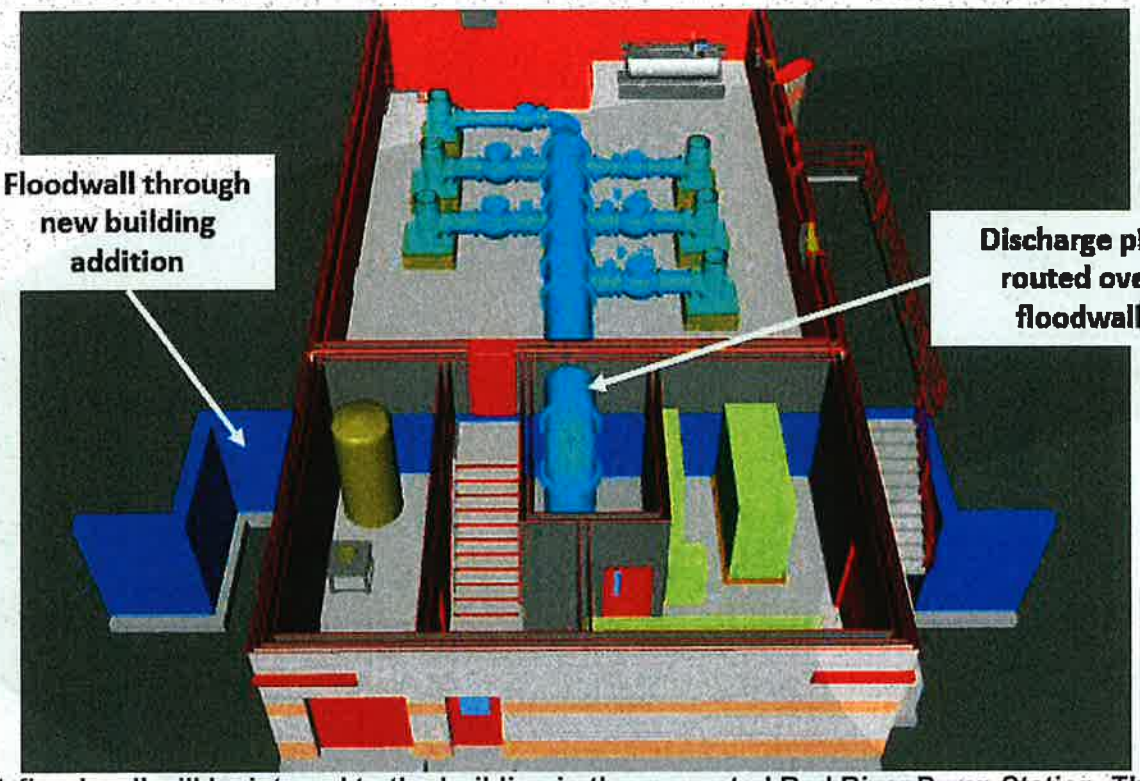
Attached, please find a proposed task order with AE2S for engineering services related to Project WA2005, Red River Pump Station Improvements. This task order is in the amount of $627,140 for design and bidding of this project. WA2005 is a complex project involving flood protection, capacity improvements, and intake improvements with an estimated overall project cost of nearly $6 million. For the flood projection, a FEMA grant will cover 75% of expenses up to $3.565 million. The FEMA grant award is very beneficial to the project and Water Utility 20-year Capital Improvement Plan.

There is a fast timeline for project construction to increase pump station capacity ahead of high water demands next summer and to take advantage of State Water Commission grant funding for capacity improvements. To meet the quick timeline, several pieces of equipment with long lead times are planned to be procured ahead of bidding, including pumps, valves, and electrical equipment.



A flood wall will be integral to the building in the renovated Red River Pump Station. The discharge will be route over the flood wall, helping to provide permanent flood protection to the water treatment plant and surrounding area.

Water Utility staff suggests that the following scope of service for Task Order #39 is important for successful design and bidding of Red River Pump Station Improvements. Details regarding the scope of service can be found in the attached AE2S documents.

Phase	Task Number and Task Name	Est. Hours	Amount
040	**Final Design Phase Services**		
	01 Project Management & Administration	164	$ 29,065
	02 60 Percent Design Submittal	1,255	$197,465
	03 90 Percent Design Submittal	1,423	$223,795
	04 100 Percent Design Submittal	670	$105,315
	05 Equipment Pre-Procurement	94	$ 17,390
060	**Bidding or Negotiating Phase Services**		
	01 Pre-Bidding Administration	250	$ 44,160
	01 Programming and Integration Services	44	$ 9,950
	Total	3,900	**$627,140**

Plan of Financing

This project is in the 20-year CIP for the Water Utility and in the Water Utility budget. Funding for Project WA2005 is complex, having a flood protection component with grant funding and a capacity component with other grant funding. The following are funding components for the project:

- FEMA 75% Grant for Flood Projection: up to $3.565 million
- Flood Protection Local-Share: Infrastructure Sales Tax (Fund 450) or Diversion Authority
- SWC 35%/60% Cost-share funding for Capacity Improvements (needs to be used by June 30, 2021
- Capacity Improvements Local-Share: Infrastructure Sales Tax (Fund 450)
- Infrastructure Sales Tax (Fund 450) to fund miscellaneous parts of project.

SUGGESTED MOTION:

Approve Task Order #39 with AE2S in the amount of $627,140 for design and bidding services for Project WA2005, Red River Pump Station Improvements.

Your consideration in this matter is greatly appreciated.

www.ae2s.com

December 10, 2020

Mr. Troy Hall
Water Utility Director
435 14th Ave S
Fargo, ND 58103

RE: Fargo Red River Pump Station Improvements
Final Design and Bidding Phase Services
Task Order No. 39

Dear Troy:

Thank you for the opportunity to submit this letter proposal for professional engineering services for the Fargo Red River Pump Station Improvements. This letter and the attached Task Order No. 39 provide the proposed scope of services for Final Design and Bidding Phase Services. The proposed fee for these services, expenses and reimbursables $627,140.

The City of Fargo's Red River Pump Station serves as the primary pumping facility to supply source water to its 45 million gallon per day (mgd) Water Treatment Plant (WTP). The current firm capacity, or capacity with the largest pump out of service, of the facility is 30 mgd. To accommodate the increased demands brought on by West Fargo and to allow the full capacity of the WTP to be utilized, the pumping capacity of the Red River Pump Station needs to be increased. In addition to expanding the pumping capacity, there is currently a gap in the City's permanent flood protection infrastructure near the facility and critical electrical equipment required for operation of the facility is located below the current 100-year flood elevation. This task order includes final design and bidding phase services for constructing improvements to the existing Red River Pump Station including expanding the pumping capacity from 30 mgd to 48.5 mgd, installing a new chemical feed system to the raw water intake, process piping modifications, installing a frazil ice mitigation system for the raw water intake screens, and flood protection components. The flood protection components include extending the existing floodwall along the 'dry' side of the pump station, construction of a new building addition adjacent to the existing facility, replacement and relocation of pump station electrical equipment, and structural modifications to the existing facility, and all associated architectural and mechanical improvements.

If you agree with the proposed scope of services and associated professional fees presented in the attached Task Order No. 39, please sign both copies in the spaces provided, retain one fully-executed copy for your records, and return the other fully-executed copy to AE2S. We are excited to assist the City of Fargo in completing this important critical water infrastructure project.

Submitted in Service,

Ryan Grubb, PE
Assistant Operations Manager

cc: Bruce Grubb, PE

This is Water Consulting Task Order No. __39__, consisting of __4__ pages.

Water Consulting Task Order No. 39

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Water Consulting Services -- Task Order Edition, dated January 1, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. **Background Data**

   A. Effective Task Order Date: December 10, 2020

   B. Owner: City of Fargo (Water Utility)

   C. Engineer: Advanced Engineering and Environmental Services, Inc. (AE2S)

   D. Engineer Project No.: P00803-2016-055

   E. Specific Project (title): Red River Pump Station Improvements – Design and Bidding Phase Services

   F. Specific Project (description):

   This project consists of improvements to the existing Red River Pump Station. Improvements include expanding the pumping capacity from 30 million gallons per day (mgd) to 48.5 mgd, installing a new chemical feed system to the raw water intake, process piping modifications, installing a frazil ice mitigation system for the raw water intake screens, and flood protection components. The flood protection components include extending the existing floodwall along the 'dry' side of the pump station, construction of a new building addition adjacent to the existing facility, replacement and relocation of pump station electrical equipment, and structural modifications to the existing facility, and all associated architectural and mechanical improvements. The services included in this Task Order include final design phase services and bidding phase services for the project.

2. **Services of Engineer**

   A. The specific services to be provided or furnished by Engineer under this Task Order are detailed in Attachment 1 and include the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

   - Final Design Phase (Exhibit A, Paragraph A1.03)
   - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)

   B. Resident Project Representative (RPR) Services: None.

   C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2, Exhibit B of the Agreement.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following approximate tentative schedule:

- Task Order approval (Utility Committee) – *December 10, 2020*
- Task Order approval (City Commission) – *December 14, 2020*
- Final Design Phase – *October 2020 – January 2020*
- Bidding Phase – *February – March 2020*

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Phase	*Task Number and Task Name*	*Payment Method*	*Estimated Hours*	*Amount*
040	***Final Design Phase Services***	*Method A*		
01	*Project Management and Administration*		*164*	*$29,065*
02	*60 Percent Design Submittal*		*1,255*	*$197,465*
03	*90 Percent Design Submittal*		*1,423*	*$223,795*
04	*100 Percent Design Submittal*		*670*	*$105,315*
05	*Equipment Pre-Procurement*		*94*	*$17,390*
050	***Bidding or Negotiating Phase Services***	*Method A*		
01	*Pre-Bidding Administration*		*250*	*$44,160*
02	*Post-Bidding Administration*		*44*	*$9,950*
Total			***3,900***	***$627,140***

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C, where Method A is a Lump Sum payment and Method B is payment for Standard Hourly Rates.

6. **Consultants retained as of the Effective Date of the Task Order:** Black & Veatch.

7. **Other Modifications to Agreement and Exhibits:** None.

8. **Attachments:**

   Attachment 1 – Scope of Services for Task Order

9. **Other Documents Incorporated by Reference:**

   Red River Pump Station Improvements – Preliminary Engineering Report – Draft November 2020, prepared by AE2S.

   Task Order No. 29 – Red River Pump Station Improvements Preliminary Design

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is December 10, 2020.

OWNER: City of Fargo (Water Utility)	ENGINEER: Advanced Engineering and Environmental Services, Inc. (AE2S)
By: _____	By: _____
Name: Troy B. Hall	Name: Lisa Ansley, PE
Title: Water Utility Director	Title: Chief Operations Officer
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Troy B. Hall	Name: Ryan Grubb, PE
Title: Water Utility Director	Title: Assistant Operations Manager
Address: 435 14th Ave S Fargo, ND 58103	Address: 4170 28th Ave S Fargo, ND 58104
E-Mail Address: THall@FargoND.gov	E-Mail Address: Ryan.Grubb@ae2s.com
Phone: (701) 476 - 6741	Phone: (701) 364 - 9111

This is Attachment 1 to Water Consulting Task Order No. 39 consisting of 4 page(s).

Scope of Services

The Project consists improvements related to the existing Red River Pump Station. This Scope of Services provides for Final Design phase services and Bidding phase services to support expanding the pumping capacity from 30 million gallons per day (mgd) to 48.5 mgd, installing a new chemical feed system to the raw water intake, process piping modifications, installing a frazil ice mitigation system for the raw water intake screens, and flood protection components. The flood protection components include extending the existing floodwall along the 'dry' side of the pump station, construction of a new building addition adjacent to the existing facility, replacement and relocation of pump station electrical equipment, and structural modifications to the existing facility, and all associated architectural and mechanical improvements. The following is a detailed breakdown of this Scope of Services to Water Consulting Task Order No. 39.

Phase 040 – Final Design Phase Services

In accordance with Paragraphs A1.03 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2018, ENGINEER shall perform the following additional Final Design Phase services under Water Consulting Task Order No. 39:

Task 01 – Project Management and Administration

ENGINEER shall perform general Project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the OWNER and Project staff; providing OWNER with monthly Project financial status updates; ensuring that the needs of the OWNER are met in a timely manner, and monitoring Project budgets and schedules.

Task 02 – 60 Percent Design Submittal

The 60 percent design will expand on work completed on the Revit model and Preliminary Engineering Report (PER) completed during the Preliminary Engineering Phase. The ENGINEER shall prepare construction drawings and technical specifications which are to address not less than 60 percent completion design effort for the Red River Pump Station Improvements. The tasks and deliverables anticipated are as follows:

- 60 Percent Design Deliverables
    - Preliminary contract front-end documents (using Engineers Joint Contract Documents Committee (EJCDC) and Construction Specification Institute (CSI) format)
    - Table of contents containing specifications for all design disciplines
    - 60 percent design drawings for all design disciplines:

        - Process and Instrumentation Diagrams (P&IDs)
        - Sections and details showing major process and sub process equipment
        - Structural framing and support plans and sections
        - Floodwall alignment and details
        - HVAC system equipment and plumbing plans
        - Site utilities
        - Grading and paving improvements
        - Major electrical cabinets and gear
        - Power and lighting plans
        - Architectural plans and details
    - Major commodity specifications and equipment schedules
    - Opinion of probable construction cost update
    - Project schedule update
- ENGINEER shall conduct internal quality control review and refinement before submittal to OWNER.
- ENGINEER shall electronically submit, in PDF format, the 60 Percent Design deliverables to OWNER for review.
- A 60 Percent Design Review Workshop will be conducted with key City staff, including water utility operators and Engineering Department staff, to thoroughly review the 60 percent design submittal. ENGINEER shall obtain OWNER'S comments on the submittal.
- ENGINEER shall revise the PER, as necessary, to reflect decisions taken at this level.

Task 03 – 90 Percent Design Submittal

This task will consist of the work items continue to refine the project documents towards final completion. The OWNER's comments obtained during review of the 60 percent design documents will be incorporated into the design documents. ENGINEER shall refine the drawings, details, notes, and appurtenances during this task and the specifications will be completed in greater detail. ENGINEER shall submit the 90 percent design documents to the OWNER'S key project stakeholders for review. The tasks and deliverables anticipated are as follows:

- Final review set of contract drawings, which will now include:
    - Finalized contract front-end documents
    - All remaining discipline schedules and details
    - Electrical and Instrumentation and Controls (I&C) design details
- Final review set of technical specifications and construction contract documents, which shall include electrical and I&C specifications.
- Opinion of probable construction cost update.
- Project schedule update.
- ENGINEER shall conduct internal quality control review and refinement before submittal to OWNER.
- ENGINEER shall electronically submit, in PDF format, the 90 Percent Design deliverables to OWNER for review.
- A design review workshop will be conducted with key City staff, including water utility operators and Engineering Department staff, to thoroughly review the 90 percent design submittal.
- ENGINEER shall refine documents according to mutual agreement between OWNER and ENGINEER.

Task 04 – 100 Percent Bidding Document Submittal

These submittals will be used as the bidding documents and include or address 90 percent review comments, as appropriate. ENGINEER shall prepare and submit an electronic copy (PDF) and three (3) sets of final 100 Percent Bidding Documents the OWNER for review. ENGINEER shall also submit three (3) copies of the Bidding Documents to the North Dakota Department of Environmental Quality (NDDEQ) for review and approval. One (1) approved copy will be retained by the NDDEQ, one (1) approved copy will be retained by the OWNER, and one (1) approved copy will be retained by the ENGINEER. ENGINEER shall meet with the OWNER to discuss review comments, if any, from the regulatory agencies. The 100 Percent Bidding Documents deliverables are as follows:

- Final review set of drawings for the Red River Pump Station Improvements, signed and sealed as appropriate.
- Final review set of technical specifications and construction contract documents for the Red River Pump Station Improvements, signed and sealed as appropriate.
- Final opinion of probable construction cost update.
- Final updates to the PER. ENGINEER will provide OWNER with three (3) copies of the final PER, which shall include the Basis of Design for all major project components.

Task 05 – Equipment Pre-Procurement

In an effort to meet an accelerated construction schedule as requested by the OWNER, ENGINEER shall prepare equipment pre-procurement packages and solicit quotes for the following anticipated long-lead time equipment:

- Four (4) 250 horsepower vertical turbine pumps;
- Materials and labor for the refurbishment of the two (2) existing five (5) mgd pumps;
- Valves including butterfly valves, check valves, and air release valves; and
- Major electrical equipment as necessary including variable frequency drives (VFDs), transformers, and motor control centers.

ENGINEER shall review quotes received and provide OWNER with a recommendation on the pre-procure equipment package to select that best fits the needs of the OWNER and the Project.

Phase 050 – Bidding or Negotiating Phase Services

In accordance with Paragraphs A1.04 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2018, ENGINEER shall perform the following additional Bidding or Negotiating Phase services under Water Consulting Task Order No. 39:

Task 01 – Pre-Bidding Administration

Pre-bidding administration services will be provided to assist the OWNER in soliciting bids for construction, responding to plan holder questions, preparing and certifying addenda for distribution, and attending the bid opening for the Red River Pump Station Improvements

Task 02 – Post-Bidding Administration

Post-bidding administration services will include reviewing the bids for errors and discrepancies, preparing a recommendation letter to the Utility Committee and City Commission, preparing the Notice of Award(s) to the successful contractor(s), and preparing the contract documents for the Red River Pump Station Improvements.

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REPORT OF ACTION
UTILITY COMMITTEE

Project: WW1701

Type: Change Order #1
Swanberg Construction

Location: Fargo/Regional Water Reclamation Facility – Central Generation Station

Date of Hearing: 12-10-2020

Routing	Date
City Commission	12-14-2020
Project File	

Jim Hausauer Wastewater Utility Director presented the attached memo requesting approval for Change Order #1 for Project WW1701 from Swanberg Construction. You may recall that the Water Reclamation Facility (WRF) has an existing agreement with Xcel Energy for peak control/peak shaving protocol. Xcel generally will ask that the backup generators that support the facility be run for a period of time during extreme heat or cold to help offset peak facility and/or regional energy demands. In return, a lower electrical rate will be tied to the plant meter. The Central Generation Station (CGS) was constructed with the Phase IIA Expansion and houses 4 large generators that run on natural gas for the WRF power needs. The station will not only provide backup power, but will be able to eliminate energy demand peaks by providing a constant and consistent supply of electricity to all treatment facilities throughout the WRF. This consistent supply/demand will result in significant off peak, incentive and rate savings.

This portion of Project WW1701 is essentially complete with no previous change orders. Due to the large construction project that will continue over the next three (3) years, it was decided to remove some landscaping work with this contract as it would likely be damaged. As a result the $10,000 landscaping allowance will be credited to the city on the final pay request. Change Order #1 will reflect this credit and allow the construction contract to be closed out.

MOTION:
On a motion by Terry Ludlum, seconded by Troy Hall, the Utility Committee voted to approve Change Order 1 for Project WW1701 for a contract deduct of $10,000 with Swanberg Construction.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance				
Brian Ward, Water Plant Superintendent	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Bruce Grubb, City Administrator	X	X		
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Director	X	X		
Jim Hausauer, Water Reclamation Utility Dir.	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Brenda Derrig, City Engineer	X	X		
Jason Halsne, Enterprise I/C Coordinator	X	X		

ATTEST:

Jim Hausauer
Water Reclamation Utility Director

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

THE CITY OF Fargo FAR MORE

REGIONAL WATER RECLAMATION FACILITY
3400 North Broadway
Fargo, ND 58102
Phone: 701.241.1454 | Fax: 701.241.8159
www.FargoND.gov

Memorandum

December 10th, 2020

To: Utility Committee

From: Jim Hausauer, Water Reclamation Utility Director

Re: Project WW1701 Change Order #1 (Swanberg Construction)
Phase IIA Central Generation Station (CGS)-Water Reclamation Facility

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Background

The Water Reclamation Facility (WRF) has an existing agreement with Xcel Energy for peak control/peak shaving protocol. Xcel generally will ask that the backup generators that support the facility be run for a period of time during extreme heat or cold to help offset peak facility and/or regional energy demands. In return, a lower electrical rate will be tied to the plant meter. The Central Generation Station (CGS) was constructed with the Phase IIA Expansion and will house 4 large generators that run on natural gas for the WRF power needs. The station will not only provide backup power, but will be able to eliminate energy demand peaks by providing a constant and consistent supply of electricity to all treatment facilities throughout the WRF. This consistent supply/demand will result in significant off peak, incentive and rate savings.

Change Order #1

This portion of Project WW1701 is essentially complete with no previous change orders. Due to the large construction project that will continue over the next three (3) years, it was decided to remove some landscaping work with this contract as it would likely be damaged. As a result the $10,000 landscaping allowance will be credited to the city on the final pay request. Change Order #1 will reflect this credit and allow the construction contract to be closed out.

Recommended Motion

Approve Change Order #1 with Swanberg Construction for a deduction of $10,000 associated with Project WW1701 Phase IIA Expansion- (Central Generation Station).

Apex Engineering Group
Water | Transportation| Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway
Fargo, ND 58104

November 4, 2020

Mr. James Hausauer
City of Fargo
3400 North Broadway
Fargo, ND 58102

RE: Fargo Wastewater Treatment Facility
Phase IIA Improvements – Central Generation System
Apex Project No. 18.102.0001
Change Order #1

Dear Mr. Hausauer,

The Central Generation Station project at the Wastewater Treatment Facility is nearing completion. Main components of the project included:

- New Central Generation Station Building, which houses four generators for the wastewater treatment facility power needs.
- Site utility piping, including storm sewer, sanitary sewer, water and gas.
- Access Control and Video Surveillance, including procurement, installation and testing of city networking hardware, access control system, video surveillance hardware, SCADA equipment and supplies and new desktop computers and software.
- Medium Voltage Distribution System, including interconnection of new medium voltage distribution network equipment with utility metering sections, pad mounted distribution switchgear, power transformers, concrete encased duct bank and medium voltage conductor.

The items above have been completed and there have been no change orders to date. Due to the large construction project that will be ongoing over the next 3 years at the wastewater treatment facility, some landscaping items were not installed since they would likely be damaged. As a result, the city will receive a $10,000 credit on the final pay request. This Change Order 1 reflects the $10,000.00 credit to the City of Fargo and will allow the construction contract to be closed out. If approved, please sign the attached Change Order 1 form and return to me for processing.

Apex Engineering Group, Inc.

Karla J Olson

Karla Olson, PE
Project Manager

CC: Mark Miller – City of Fargo
Elizabeth Tokach-Duran, NDDEQ

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1

Date of Issuance:	October 29, 2020	Effective Date:	October 29, 2020
Owner:	City of Fargo, ND	Owner's Contract No.:	WW1701
Contractor:	Swanberg Construction	Contractor's Project No.:	
Engineer:	Apex Engineering Group	Engineer's Project No.:	18.102.0001
Project:	Fargo Wastewater Treatment Facility Phase IIA	Contract Name:	Phase IIA - CGS

The Contract is modified as follows upon execution of this Change Order:

Description: Credit of $10,000 to the City of Fargo for unused allowances.

Attachments: *N/A*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 843,000.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. - to No. -: $ N/A	[Increase] [Decrease] from previously approved Change Orders No. - to No. -: Substantial Completion: N/A Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $ 843,000	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
~~[Increase]~~ [Decrease] of this Change Order: $ 10,000.00	[Increase] ~~[Decrease]~~ of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $ 833,000.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Mark Olson	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title Mayor	Title President
Date: 10-29-2020	Date _____	Date 10/29/2020

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1

Date of Issuance:	October 29, 2020	Effective Date:	October 29, 2020
Owner:	City of Fargo, ND	Owner's Contract No.:	WW1701
Contractor:	Swanberg Construction	Contractor's Project No.:	
Engineer:	Apex Engineering Group	Engineer's Project No.:	18.102.0001
Project:	Fargo Wastewater Treatment Facility Phase IIA	Contract Name:	Phase IIA - CGS

The Contract is modified as follows upon execution of this Change Order:

Description: Credit of $10,000 to the City of Fargo for unused allowances.

Attachments: *N/A*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 843,000.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. - to No. -: $ N/A	[Increase] [Decrease] from previously approved Change Orders No. - to No. -: Substantial Completion: N/A Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $ 843,000	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
~~[Increase]~~ [Decrease] of this Change Order: $ 10,000.00	[Increase] ~~[Decrease]~~ of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $ 833,000.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By: _____	By: [signature]
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title Mayor	Title President
Date: 10-29-2020	Date _____	Date 10/22/2020

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

NORTH Dakota | Environmental Quality
Be Legendary.™

November 25, 2020

Jim Hausauer
Wastewater Utility Director
3400 North Broadway
Fargo, ND 58102-1040

RE: Wastewater Treatment Facility Improvements
Phase IIA Expansion - Central Generation Station
CWSRF Nos. 380715-04 and 380715-05
Fargo, North Dakota

Dear Mr. Hausauer:

Change Order No. 1 to the construction contract with Swanberg Construction for the above referenced project has been reviewed by this Department and is hereby approved. The change order decreases the contract price by $10,000.00 from $843,000.00 to $833,000.00. This change order was a credit for unused allowances. The contract completion date was not changed with this change order.

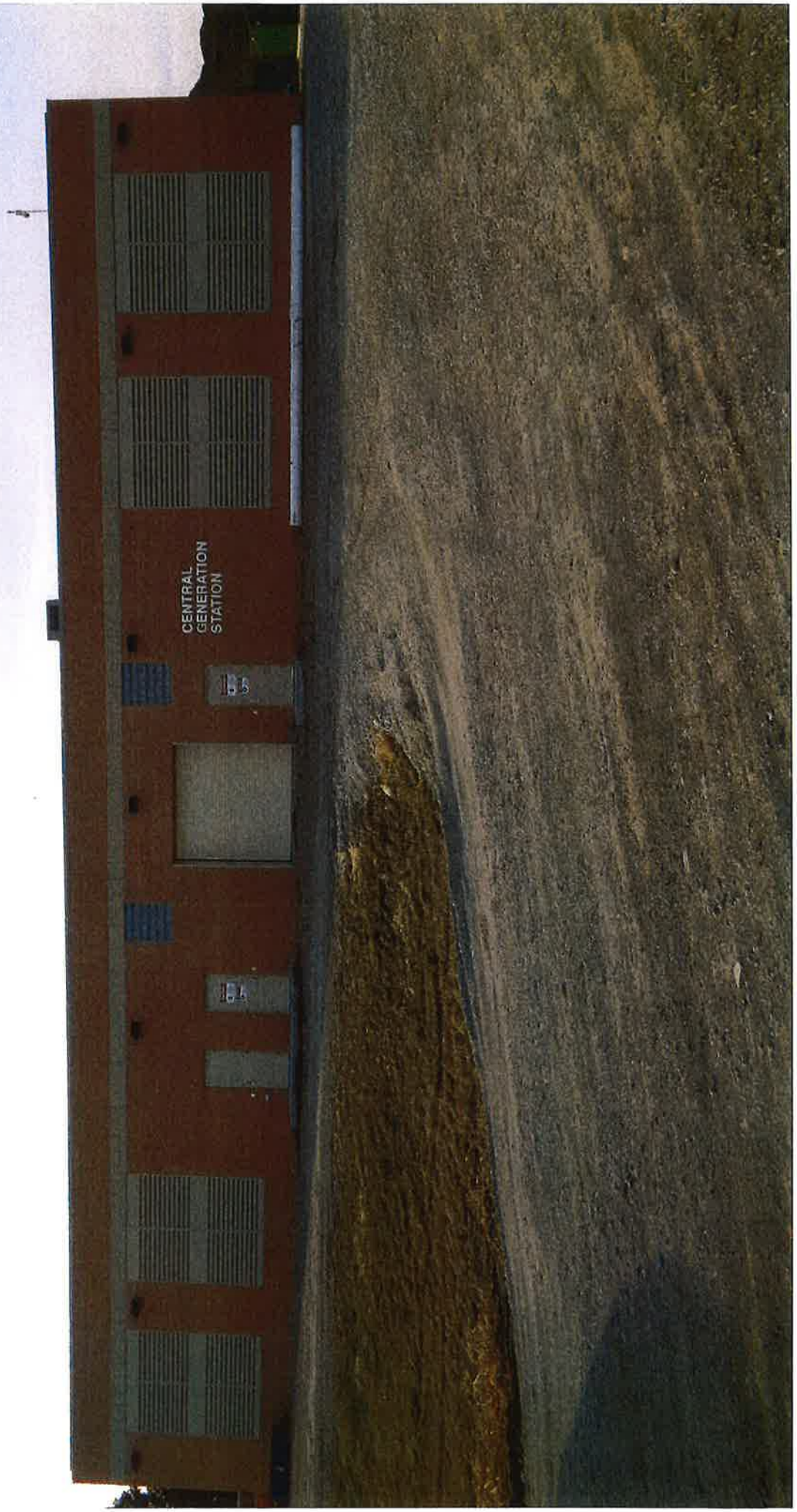
Please retain a copy of the approved change order in the official project file. Should you have any questions, please contact me at 701-328-5256 or etokachduran@nd.gov.

Sincerely,

Elizabeth Tokach Duran

Elizabeth Tokach Duran
CWSRF Program Manager
Division of Municipal Facilities

ETD:pc
xc: Karla Olson, P.E., Apex Engineering Group, Fargo


CENTRAL
GENERATION
STATION

CAT
CAT
CAT
CAT

CITY OF Fargo

CITY OF FARGO
Enterprise Department
Solid Waste, Water, Wastewater Utilities

(30)

December 10, 2020

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

RE: RFQ Results Professional Engineering Services – Enterprise Utilities

On October 5, 2020, the City Commission approved the advertisement of a *Request for Qualifications* (RFQ) for Professional Engineering Services for the Enterprise Utilities (Solid Waste, Water, and Wastewater). The current Engineering Services Agreements provide outside professional engineering support by individual firms to one of the three separate Utilities on an as-needed basis, and are due to expire on December 31, 2020. The City Commission originally adopted the concept of professional engineering services agreements to support the Solid Waste, Water, and Wastewater Utilities in 2001. The primary reason for the agreements are related to long-term infrastructure planning, financial modeling, as well as design and construction of prioritized infrastructure improvements.

The City of Fargo Enterprise now has a staff engineering position within each Utility that will also be involved with aspects of the design, bidding, and project management of multiple capital improvement projects. There are times when staff requires support from consultants for specialized technical assistance or during times of when we have reached the extent of our resources. The City is looking to enter into agreements with multiple consultants to allow time sensitive and specialized projects within all Utilities to proceed expeditiously.

The proposed five-year Agreement for the years 2021-2025 (with a potential five-year extension) would be with the City of Fargo Enterprise Utilities and would allow each selected firm to work with all Utilities on an as-needed basis. Within the RFQ, each utility listed a number of various projects that may require outside assistance during the agreement period, and each firm was asked to identify which Utility(s) and which Utility(s) category for which they wish to be considered. Designation of the specific work within each separate utility during the term of the agreement will be at the discretion of the Utility Directors.

Representatives of each Utility reviewed the proposals and provided a recommendation to the Selection Committee, which was approved. Therefore, the Enterprise Utilities would respectfully request authorization to move forward with a five-year Professional Engineering Services Agreement (EJCDC) with the following firms:

Advanced Eng. and Env. Services, Inc. / Black & Veatch
Burian & Associates / Burns & McDonnell Eng. Co., Inc.
Houston Engineering, Inc. / Stantec
Apex Engineering Group, Inc. / Carollo Engineers
HDR Engineering, Inc. / Moore Engineering
Wenck Associates, Inc.

SUGGESTED MOTION

Approve five-year Professional Engineering Service Agreements (EJCDC) for the years 2021-2025 (with a potential five-year extension) with the above listed firms for work associated with the Enterprise Utilities.

Respectfully Submitted,

Terry Ludlum, Solid Waste Utility Director
Troy Hall, Water Utility Director
James Hausauer, Wastewater Utility Director

EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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e-mail: aschwartz@nspe.org

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of _____ ("Effective Date of the Agreement") between

_____ ("Owner") and

_____ ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order.

C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

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ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.

B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for [ ] years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

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D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement

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shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by

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others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date of the Task Order to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;

   c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

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K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as

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appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.

B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.

C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.

E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of

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payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.

3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.

2. By Engineer:

a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of

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the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

c. Engineer shall have no liability to Owner on account of such termination.

d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

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6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Specific Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

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6.10 *Environmental Condition of Site*

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

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B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence*: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).

6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

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7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

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15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.

19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. *Engineer*—The individual or entity named as such in this Agreement.

22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.

27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such

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construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order. ***[Note: The parties should prepare a specific, modified Exhibit A for each specific Task Order, state the scope of services for the Specific Project directly in the specific Task Order, or incorporate all or portions of Exhibit A by reference.]***

B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders. ***[Note: In Paragraph 4, "Owner's Responsibilities," of the Task Order form, Owner and Engineer may modify or supplement the terms of the Agreement's Exhibit B to suit the needs of the Specific Project.]***

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order. ***[Note: Incorporate this Exhibit with a specific Task Order if applicable; see Paragraph 2, "Engineer's Services," of the Task Order form, and Paragraph A1.05 of Exhibit A.]***

E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.

F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.

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G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders. ***[Note: Include any special insurance requirements for a specific Task Order in Paragraph 8, "Other Modifications to the Agreement and Exhibits," of the Task Order form.]***

H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.

I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.

J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.

K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

[Note: If an exhibit is not to be included as part of the Agreement, indicate "not used" after that exhibit in the list above.]

8.03 *Total Agreement*

A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

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3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

By: _____
Print Name: _____

Title: _____
Date Signed: _____

Date Signed: _____

Address for Owner's receipt of notices:

_____

_____

_____

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

_____

Title: _____

Phone Number: _____

E-Mail Address: _____

ENGINEER:

By: _____
Print Name: _____

Title: _____
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of : _____

Date Signed: _____

Address for Engineer's receipt of notices:

_____

_____

_____

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

_____

Title: _____

Phone Number: _____

E-Mail Address: _____

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(32)

Improvement District No. BN-20-L1

Type: Change Order #1 & Time Extension

Location: 38th Street South

Date of Hearing: 12/7/2020

Routing	Date
City Commission	12/14/2020
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Change Order #1 in the amount of $349,456.00, bringing the total contract amount to $6,445,333.39, for additional work, along with the associated time extension as described below:

Original Completion Dates	Revised This Memo
Substantial Completion Date – September 1, 2021 Final Completion Date – October 1, 2021	Interim Completion Date– September 1, 2021 Substantial Completion Date – October 26, 2021 Final Completion Date – October 31, 2021

Staff is recommending approval of Change Order #1 and the associated time extension.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 and the time extension as described above to Dakota Underground.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1 in the amount of $349,456.00, bringing the total contract amount to $6,445,333.39 and the associated time extension to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
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:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: PWPEC

From: Jason Leonard, Project Engineer

Date: December 2, 2020

Re: Improvement District No. BN-20-L1 – Change Order #1 and Time Extension

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Background:

Improvement District No. BN-20-L1 is for the new construction of underground utilities, concrete pavement and incidentals on 37th Street South, 38th Street South and 63rd Avenue South.

Dakota Underground is the Prime Contractor for this project.

1. Temporary construction access road - The City requested the Contractor to build a temporary construction access road in order to facilitate future site development along the 64th Avenue South corridor during the construction of the 64th Avenue I-29 Overpass project. The Contractor completed the following work items; topsoil strip, clear and grub, subgrade preparation, F&I woven geotextile and F&I Class 5 Aggregate. The total cost to construct the temporary is $195,220.00 and will be paid by the City of Fargo.

2. During the installation of the sanitary sewer on 63rd Avenue South, the existing clay compaction was difficult to obtain due to the existing material being over saturated. In efforts to reduce settlement of future concrete pavement, Engineering staff had the Contractor place gravel backfill around SS-7, SS-13 and SS-16. The total cost to complete this work is $6,300.00 and will be Special Assessed to the project.

3. Additional Pond Excavation - Sanford Heath, City of Fargo Parks District and City of Fargo Engineering worked in collaboration to incorporate the future ponds for the Sanford Sports Complex. Sanford requested that the original pond design be expanded by 25,734 CY's to better accommodate the future site. The additional 25,734 CY's will be paid at the original bid price of $4.00. The total cost for the additional excavation is $102,936.00 and will be Special Assessed to the project. With the additional pond excavation of 25,734 CY's, the current Substantial and Final Completion dates will be adjusted and an Interim Completion date will be added to the contract to complete the additional grading work as follows:
    a. Add an Interim Completion Date for September 1, 2021 for the completion of 38th Street South between 58th Avenue South and 64th Avenue South which including all underground installation and testing, paving work including curb & gutter and concrete pavement to provide construction access to 64th Avenue South.
    b. Extend the Substantial Completion Date to October 1, 2021.
    c. Extend the Final Completion Date to October 31, 2021.

4. During the planning and design of this project, the City of Fargo and Sanford Health worked in collaboration to install and construct 38th Street South for the future construction of the Sanford Health Sports Complex. The project proximity where 38th Street South, 63rd Avenue South and 37th Street South is in the process of annexation and platting into the City of Fargo. In efforts to keep the infrastructure ahead of the future site construction, Sanford requested infrastructure and agreed to give the City right to enter access which protected the City of Fargo's installed infrastructure prior to platting. With the uptick in Covid -19 cases, Sanford Health was not able to commit resources to review and approve the submitted right to enter agreement between City of Fargo and Sanford Health. City of Fargo Staff informed Sanford that any delays due to the right to enter agreement would cause financial damages to the project and they agreed to those charges. The right to enter agreement was received 2 weeks later than anticipated. Even with this delay Dakota Underground was still able to complete the items designated for completion in construction season 2020 for Improvement District BN-20-L1 contract, but incurred additional 4.5 days of crew time at $10,000 per day due to decreased production due to late fall weather conditions. The total cost for the reduction in production is $45,000 and will be Special Assessed to the project.

Recommended Motion:

Approve Change Order #1 in the amount of $349,456.00 and the time extension to the Interim and Substantial Completion Dates as shown below:

Original Completion Dates	Revised This Memo
Substantial – September 1 , 2021 **Final – October 1, 2021**	**Interim – September 1, 2021** **Substantial – October 26, 2021** **Final – October 31, 2021**

Attachments

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BN-20-L1	**Change Order No**	1
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving & Incidentals		
Date Entered	11/25/2020	**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: Change Order # 1

1. Temporary construction access road - The City requested the Contractor to build a temporary construction access road in order to facilitate future site development along the 64th Avenue South corridor during the construction of the 64th Avenue I-29 overpass project. The Contractor completed the following work items; topsoil strip, clear and grub, subgrade preparation, F&I woven geotextile and F&I Class 5 Aggregate. The total cost to construct the temporary is $195,220.00 and will be paid by the City of Fargo.
2. During the installation of the sanitary sewer on 63rd Avenue South the existing clay compaction was difficult to obtain due to the existing material being over saturated. In efforts to reduce settlement of future concrete pavement, engineering staff had the Contractor place gravel backfill around SS-7, SS-13 and SS-16. The total cost to complete this work is $6,300.00 and will be special assessed to the project.
3. Additional Pond Excavation - Sanford Heath, City of Fargo Parks District and City of Fargo Engineering worked in collaboration to incorporate the future ponds for the Sanford Sports Complex. Sanford requested that the original pond design be expanded by 25,734 CY's to better accommodate the future site. The additional 25,734 CY's will be paid at the original bid price of $4.00. The total cost for the additional excavation is $102,936.00 and will be special assessed to the project.
4. During the planning and design of this project, the City of Fargo and Sanford Health worked in collaboration to install and construct 38th Street South for the future construction of the Sanford Health Sports Complex. The project proximity where 38th Street S, 63rd Avenue South and 37th Street S is in the process of annexation and platting into the City of Fargo. In efforts to keep the infrastructure ahead of the future site construction, Sanford requested infrastructure and agreed to give the City right to enter access which protected the City of Fargo's installed infrastructure prior to platting. With the uptick in Covid -19 cases, Sanford Health was not able to commit resources to review and approve the submitted right to enter agreement between City of Fargo and Sanford Health. City of Fargo Staff informed Sanford that any delays due to the right to enter agreement would cause financial damages to the project and they agreed to those charges. The right to enter agreement was received 2 weeks later than anticipated. Even with this delay Dakota Underground was still able to complete the items designated for completion in construction season 2020 for Improvement District BN-20-L1 contract, but incurred additional 4.5 days of crew time at $10,000 per day due to decreased production due to late fall weather conditions. The total cost for the reduction in production is $45,000 and will be special assessed to the project.

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	75	Excavation	CY	15,000.00	0.00	15,000.00	25,734.00	40,734.00	4.00	102,936.00
	130	Topsoil - Strip	CY	0.00	0.00	0.00	1,810.00	1,810.00	5.00	9,050.00
	131	Clear & Grub	LS	0.00	0.00	0.00	1.00	1.00	15,000.00	15,000.00
	132	Subgrade Preparation	SY	0.00	0.00	0.00	10,820.00	10,820.00	3.20	34,624.00
	133	F&I Woven Geotextile	SY	0.00	0.00	0.00	10,820.00	10,820.00	1.30	14,066.00
	134	F&I Traffic Surface Gravel	TON	0.00	0.00	0.00	5,680.00	5,680.00	21.00	119,280.00
	135	F&I Pipe 12" Dia PVC	LF	0.00	0.00	0.00	80.00	80.00	40.00	3,200.00
	137	Site Access Protection	LS	0.00	0.00	0.00	1.00	1.00	45,000.00	45,000.00
									Paving Sub Total ($)	343,156.00
Sanitary Sewer	136	Extra - SanitarySewer	LS	0.00	0.00	0.00	1.00	1.00	6,300.00	6,300.00
									Sanitary Sewer Sub Total ($)	6,300.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Summary	
Source Of Funding	Special Assessments
Net Amount Change Order # 1 ($)	349,456.00
Previous Change Orders ($)	0.00
Original Contract Amount ($)	6,095,877.39
Total Contract Amount ($)	6,445,333.39

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
09/01/2021		30.00	30.00	10/01/2021	

Description

With the additional pond excavation of 25,734 CY's, the current Substantial and Final Completion dates will be adjusted and an interim completion date will be added to the contract to complete the additional grading work as follows:
1. Add an Interim Completion Date for September 1, 2021 for the completion of 38th Street South between 58th Avenue South and 64th Avenue South which including all underground installation and testing, paving work including curb & gutter and concrete pavement to provide construction access to 64th Avenue South.
2. Extend the Substantial Completion Date to October 1, 2021.
3. Extend the Final Completion Date to October 31, 2021.

APPROVED	12-3-20	APPROVED DATE	
For Contractor	Dakota Underground Co.	Department Head	12/8/20
Title	Office Manager	Mayor	
		Attest	

 Item # 1

CITY OF FARGO
ENGINEERING DEPARTMENT
Price Sheet
Roadway Grading and Gravel
64th Avenue South

Note: Unit prices will govern and shall be in whole cents.

Line No.	Item	Quantity	Unit	Unit Price	Extended Price
1	Topsoil Strip	1,810	CY	5.00	9,050.00
1	Clear and Grub	1	L Sum	15,000.00	15,000.00
1	Subgrade Preparation	10,820	SY	3.20	34,624.00
2	F&I Woven Geotextile	10,820	SY	1.30	14,066.00
3	F&I Class 5 Agg* (Salvaged Base Course)	5,680	TON	21.00	119,280.00
				Total :	192,020.00

*Class 5 Agg shall meet the requirements of Section 2070 2.1, 2.2, or 2.3.

Company: Dakota Underground Company

Signed by: Bob Nelson

Name: Bob Nelson

Title: Project Manager

* Add for culvert installation at I-29 frontage Road

$ 3,200.00 Lump Sum

DOT Haul Sheet Report
Wed Nov 18, 2020
Operator: DUC

Item #1

Dakota Underground Company
4001-15th Avenue NW
Fargo, ND 58102

Copy 1

Haul Sheet Report Number 6
Project 64TH AVE GRAVEL ACCESS 64TH AVENUE GRAVEL ACCESS
County CASS
Contractor DAKOTA UNDERGROUND
Pit Location Various Locations Subcontractor
Material Salvaged Base Coarse Pit Owner Various Owners

I certify the Daily Haul Summary is true, accurate, and complete.

Contractor's Signature Bob [illegible] Date 11-18-2020

I certify the Daily Haul Summary has been reviewed, corrected as necessary, and approved.

Engineer's Signature _____ Date _____
Remarks: None

TicketProjectID = '64TH AVE GRAVEL ACCESS' AND TicketMaterialID = 'Salvaged Base Coarse' AND TicketDate = #Nov 18, 2020# ORDER BY TicketNumber

Ticket	Truck	Project	Material	Pit	Date	Time	GrossWt	TareWt	Tons
174297	DT 10	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	10:27 A	62260	28140	17.06
174298	DT 14	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	10:30 A	74120	31440	21.34
174299	DT 10	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	11:09 A	59380	28140	15.62
174300	DT 14	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	11:11 A	73640	31440	21.10
174301	DT 7	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	11:13 A	59960	29740	15.11
174302	DT 14	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	11:51 A	70900	31440	19.73
174303	DT 7	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	12:00 P	61960	29740	16.11
174304	DT 12	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	12:08 P	66620	27940	19.34
174305	DT 11	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	12:13 P	63380	26900	18.24
174306	DT 14	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	12:29 P	73240	31440	20.90
174307	DT 7	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	12:43 P	63580	29740	16.92
174308	DT 12	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	12:46 P	62540	27940	17.30
174309	DT 11	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	12:49 P	60900	26900	17.00
174310	DT 8	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	12:52 P	62000	25380	18.31
174311	DT 14	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	01:16 P	72960	31440	20.76
174312	DT 12	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	01:23 P	59960	27940	16.01
174313	DT 11	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	01:25 P	62140	26900	17.62
174314	DT 7	64TH AVE GRAVEL ACCE	Salvaged Bas	3rd Ave	11/18/20	01:29 P	65180	29740	17.72

18 Loads 326.19 TONS

YTD Load Count = 319 YTDTotal = 5,644.11 TONS

Truck Totals

Truck	Driver	Loads	Total	YTD Loads	YTD Total
DT 3	DUC	0	0.00	1	15.04
DT 6	DUC	0	0.00	31	565.63
DT 7	DUC	4	65.86	4	65.86
DT 8	DUC	1	18.31	50	832.13
DT 9	DUC	0	0.00	24	416.77
DT 10	DUC	2	32.68	24	402.06
DT 11	DUC	3	52.86	19	328.04
DT 12	DUC	3	52.65	31	524.53
DT 13	DUC	0	0.00	52	981.42
DT 14	DUC	5	103.83	54	1066.23
Lewis 1	Lewis	0	0.00	14	217.27
Lewis 8	Lewis	0	0.00	15	229.13

Tickets With Comments
174298 --> edited project number from BN-20-L1

End of Report

Monson <mmonson@FargoND.gov>
Subject: RE: BN-20-L1 Final 2020 Quantities Verification

Good Morning,

Please see attached pay estimate #2. Let me know if you have any issues and if not I will approve.

Thank You

Jason Leonard
Civil Engineer II
City of Fargo - Engineering Department
Office: (701)241-1555
Cell: (701)730-6680
jleonard@cityoffargo.com

From: Jared Heller <jared@dakotaunderground.net>
Sent: Tuesday, November 24, 2020 1:30 PM
To: Jason Leonard <JLeonard@FargoND.gov>
Cc: Bob Nelson <bobert@dakotaundergroundco.onmicrosoft.com>; Jeff Johnson <jeffjohnson@dakotaundergroundco.onmicrosoft.com>; Jared Heller <jared@dakotaunderground.net>
Subject: BN-20-L1 Final 2020 Quantities Verification

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

Jason-

Item # 2

See attached highlighted Pay Estimate #1 with quantities that we would like reviewed and updated to reflect what has been installed on-site. Additional, here is what I have for current Change Order Items:

1. Manhole Gravel Backfill: We had three Manholes, two of them with pass-through for $1800/EA, and the third Manhole with three pipes at $2700 for a total of $6300.
2. Temporary Gravel Access. How do you want to handle the culverts that we placed for drainage within the field swales? We had indicated on our quote of a price for the culvert at the entrance of 38th, but we didn't indicate a price on the four field swales we added culverts to maintain drainage.
3. Additional Excavation for Pond: Where we at with the quantity to provide a price and the number of days we are requested.
4. Delay in Discussion/Lost Production.

Give me a call to discuss these items.

Jared Heller, PE
Project Manager
Dakota Underground Company
4001 15th Avenue N
Fargo, ND 58102
Office: 701.282.9753

Jason Leonard

From: Jared Heller <jared@dakotaunderground.net>
Sent: Monday, November 30, 2020 4:10 PM
To: Jason Leonard; Bob Nelson
Cc: Jeff Johnson; Jared Heller
Subject: RE: BN-20-L1 Final 2020 Quantities Verification

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

Jason-

Based on these numbers, we are requesting our Bid price of $4.00/CY for the extra 25,734 CY of Excavation from the ponds for a total of $102,935.84. We are also requesting an additional 14 days be added to the substantial and final completion dates of September 1, 2021, and October 1, 2021, respectively.

Item #3

Thanks

Jared Heller, PE
Project Manager
Dakota Underground Company
4001 15th Avenue N
Fargo, ND 58102
Office: 701.282.9753
Direct:701.781.6894
Cell: 701.306.7523

From: Jason Leonard <JLeonard@FargoND.gov>
Sent: Wednesday, November 25, 2020 12:47 PM
To: Jared Heller <jared@dakotaunderground.net>; Bob Nelson <bobert@dakotaundergroundco.onmicrosoft.com>
Cc: Jeff Johnson <jeffjohnson@dakotaundergroundco.onmicrosoft.com>
Subject: RE: BN-20-L1 Final 2020 Quantities Verification

Good Afternoon Jared and Bob – Please see attached proposed new pond quantities.

Thank You

Jason Leonard
Civil Engineer II
City of Fargo - Engineering Department
Office: (701)241-1555
Cell: (701)730-6680
jleonard@cityoffargo.com

From: Jason Leonard
Sent: Wednesday, November 25, 2020 9:37 AM
To: 'Jared Heller' <jared@dakotaunderground.net>
Cc: Bob Nelson <bobert@dakotaundergroundco.onmicrosoft.com>; Jeff Johnson <jeffjohnson@dakotaundergroundco.onmicrosoft.com>; Matt Bruggeman <MBruggeman@FargoND.gov>; Michael

DAKOTA UNDERGROUND CO
MUNICIPAL AND HEAVY CONTRACTORS
4001 15 Avenue N. W. • Fargo, ND 58102 • Phone (701) 282-9753 • Fax (701) 282-0016

December 1st, 2020

Jason Leonard, PE
Project Manager
City of Fargo
225 4th Street N
Fargo, ND 58102

RE: BN-20-L1 Claim for Additional Compensation due to Delay of Contracts and Right-of-Entry

Dear Jason:

This letter provides the City of Fargo with Dakota Underground Company's request for additional compensation of $45,000 due to the contract approval and right-of-entry delay for the project.

Background

The referenced project (BN-20-L1) was bid on September 30th, 2020. As with any typical City of Fargo project, it was anticipated that the project would be awarded and the contract approved by October 19th, 2020. Based on history with the City, when we bid on the job, we anticipated that we would start the work on October 19th. There was no mention within the project plans and specifications of the contract's potential delays or a right-of-entry requirement before beginning work. The contract was finally approved on November 2nd, 2020, and the right of entry that was required was finally obtained on November 3rd, 2020.

The approximate two-week delay in starting the project pushed the work into late-season conditions with inherent inefficiencies. We have reviewed our production numbers to install the sanitary sewer, water main, storm sewer, and box culverts. We found that our production was hampered by a minimum of 10% due to these late-season conditions, which equates to 4 and ½ crew days. This was not accounted for within our bid as submitted. Based on our crew time cost of $1000/hour or $10,000 per day, this 4 ½ days equates to $45,000.

Summary

In summary, because of the delay in the contract as well as the right-to-entry from the landowner, Dakota Underground Company is submitting this claim for additional compensation for $45,000 due to the increased crew time of 4 ½ days on the job that wasn't accounted for within our bid price for the project.

If you have any questions, please don't hesitate to contact Jeff, Bob, or myself.

Sincerely,

Jared Heller, PE
Project Manager
Dakota Underground

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

33

Improvement District No. SL-20-E1

Type: Final Balancing Change Order #1

Location: Rose Creek Parkway East

Date of Hearing: 12/7/2020

Routing	Date
City Commission	12/14/2020
PWPEC File	X
Project File	Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Final Balancing Change Order #1 in the amount of $0.00, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #1 in the amount of $0.00, bringing the total contract amount to $41,400.00.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Final Balancing Change Order #1 to Fargo Electric.

RECOMMENDED MOTION

Approve Final Balancing Change Order #1 in the amount of $0.00, bringing the total contract amount to $41,400.00 to Fargo Electric.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Light 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
				☑
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:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	SL-20-E1	**Change Order No**	1
Project Name	Street Lighting Rehabilitation & Incidentals		
Date Entered	11/25/2020	**For**	Fargo Electric Const 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 ($)	C/O Ext Price ($)

Summary

Source Of Funding	
Net Amount Change Order # 1 ($)	
Previous Change Orders ($)	0.00
Original Contract Amount ($)	41,400.00
Total Contract Amount ($)	41,400.00

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
10/16/2020		0.00	0.00	10/16/2020	

Description

APPROVED **APPROVED DATE**

For Contractor Fargo Electric Construction

Department Head 12/9/2020

Title 12/4/2020

Mayor

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

	Attest	

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(34)

Improvement District No. NR-19-A1 Type: Negative Final Balancing Change Order #2

Location: Storm Sewer Lift Station #3, #36, & #50 Date of Hearing: 12/7/2020

Routing	Date
City Commission	12/14/2020
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding Negative Final Balancing Change Order #2 in the amount of -$5,242.60, 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 -$5,242.60, bringing the total contract amount to $414,342.44.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Northern Plains Contracting.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of -$5,242.60, bringing the total contract amount to $414,342.44 to Northern Plains Contracting.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Storm Sewer Utility Funds, Capital 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
				☑
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:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: PWPEC

From: Rob Hasey, Civil Engineer I, Storm Sewer Utility

Cc: Jody Bertrand, Division Engineer

Date: December 7, 2020

Re: Improvement District No. NR-19-A1 – Negative Final Balancing Change Order #2

Background:

Improvement District No. NR-19-A1 accomplished safety & SCADA upgrades and pumps/controls replacements at storm sewer lift stations #3, #36 & #51.

Attached is the negative Final Balancing Change Order (FBCO) #2 in the amount of $-5,242.60. Please refer to the attached FBCO which reconciles the measured quantities with those estimated for the contract.

Original Contract:	$	402,709.00
Change Order #1	$	16,876.04
FBCO #2:	$	-5,242.60
Final Project Cost:	**$**	**414,342.44**

Recommended Motion:

Approve FBCO #2 in the amount of $-5,242.60 to Northern Plains Contracting.

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No NR-19-A1 **Change Order No** 2

Project Name Storm Sewer Lift Station Modifications & Incidentals

Date Entered 11/18/2020 **For** Northern Plains 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 ($)	C/O Ext Price ($)
Site #1 (STS LS #36)	6	Topsoil - Import	CY	15.00	0.00	15.00	-12.00	3.00	60.00	-720.00
	7	Mulching Type 1 - Hydro	SY	100.00	0.00	100.00	-71.50	28.50	18.20	-1,301.30
	8	Seeding Type B	SY	100.00	0.00	100.00	-71.50	28.50	18.20	-1,301.30
	9	Inlet Protection - Existing Inlet	EA	2.00	0.00	2.00	-2.00	0.00	294.00	-588.00
									Site #1 (STS LS #36) Sub Total ($)	-3,910.60
Site #2 (STS LS #50)	14	Topsoil - Import	CY	3.00	0.00	3.00	-3.00	0.00	60.00	-180.00
	15	Mulching Type 1 - Hydro	SY	20.00	0.00	20.00	-20.00	0.00	18.20	-364.00
	16	Seeding Type B	SY	20.00	0.00	20.00	-20.00	0.00	18.20	-364.00
									Site #2 (STS LS #50) Sub Total ($)	-908.00
Site #3 (STS LS #3)	20	Topsoil - Import	CY	3.00	0.00	3.00	-1.00	2.00	60.00	-60.00
	21	Mulching Type 1 - Hydro	SY	20.00	0.00	20.00	-10.00	10.00	18.20	-182.00
	22	Seeding Type B	SY	20.00	0.00	20.00	-10.00	10.00	18.20	-182.00
									Site #3 (STS LS #3) Sub Total ($)	-424.00

Summary

Source Of Funding

Net Amount Change Order # 2 ($) -5,242.60

Previous Change Orders ($) 16,876.04

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Original Contract Amount ($)	402,709.00
Total Contract Amount ($)	414,342.44

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
08/15/2020		0.00	0.00	08/15/2020	

Description

APPROVED

For Contractor [signature] - NPC

Title Project Manager

APPROVED DATE

Department Head [signature] 12/9/2020

Mayor

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(35)

Improvement District No. PN-20-A1 Type: Negative Final Balancing Change Order #2

Location: Citywide Date of Hearing: 12/7/2020

Routing	Date
City Commission	12/14/2020
PWPEC File	X
Project File	Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, regarding Negative Final Balancing Change Order #2 in the amount of -$208,498.10, 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 -$208,498.10, bringing the total contract amount to $1,522,874.28.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to FM Asphalt.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of -$208,498.10, bringing the total contract amount to $1,522,874.28 to FM Asphalt.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
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:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	PN-20-A1	**Change Order No**	2
Project Name	Asphalt Wear Course & Incidentals		
Date Entered	12/1/2020	**For**	FM Asphalt LLC

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	-2.00	0.00	410.00	-820.00
	2	F&I Repair Band 4" thru 12" Dia	EA	2.00	0.00	2.00	-2.00	0.00	860.00	-1,720.00
	3	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	0.00	500.00	-215.00	285.00	11.00	-2,365.00
	4	Rem & Repl Curb & Gutter	LF	500.00	0.00	500.00	-291.70	208.30	42.00	-12,251.40
	5	Adjust Driveway - Mud/Sand Jack	SF	500.00	0.00	500.00	-500.00	0.00	3.15	-1,575.00
	6	Rem & Repl Driveway 7" Thick Reinf Conc	SY	100.00	0.00	100.00	-100.00	0.00	97.00	-9,700.00
	7	F&I Aggregate for Asph Pavement FAA 43	TON	944.00	0.00	944.00	-28.47	915.53	38.00	-1,081.86
	8	F&I Asphalt Cement PG 58H-34	TON	55.00	0.00	55.00	-4.78	50.22	535.00	-2,557.30
	9	Rem & Repl Casting - Inlet	EA	1.00	0.00	1.00	-1.00	0.00	480.00	-480.00
	11	GV Box to Grade - no Conc	EA	1.00	0.00	1.00	-1.00	0.00	190.00	-190.00
	12	Rem & Repl Pavement 8" Thick Asph	SY	100.00	0.00	100.00	-100.00	0.00	59.00	-5,900.00
	14	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	100.00	0.00	100.00	14.11	114.11	7.00	98.77
	15	Sodding	SY	100.00	0.00	100.00	-50.71	49.29	31.00	-1,572.01
	90	* Removed and replaced ADA Ramp on Agassiz Xing & 23rd Ave S	LS	0.00	0.00	0.00	1.00	1.00	1,132.50	1,132.50
									Section 1 Sub Total ($)	-38,981.30
Section 2	17	Repair Inlet	EA	1.00	0.00	1.00	1.00	2.00	410.00	410.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section 2	18	Adjust Curb & Gutter - Mud/Sand Jack	LF	400.00	0.00	400.00	-302.00	98.00	11.00	-3,322.00
	19	Rem & Repl Curb & Gutter	LF	400.00	0.00	400.00	24.80	424.80	42.00	1,041.60
	20	Adjust Driveway - Mud/Sand Jack	SF	400.00	0.00	400.00	-248.00	152.00	3.15	-781.20
	21	Rem & Repl Driveway 7" Thick Reinf Conc	SY	100.00	0.00	100.00	-100.00	0.00	97.00	-9,700.00
	22	F&I Aggregate for Asph Pavement FAA 43	TON	378.00	0.00	378.00	-79.98	298.02	44.00	-3,519.12
	23	F&I Asphalt Cement PG 58H-34	TON	21.00	0.00	21.00	-4.65	16.35	535.00	-2,487.75
	25	GV Box to Grade - no Conc	EA	1.00	0.00	1.00	1.00	2.00	190.00	190.00
	27	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	175.00	0.00	175.00	-104.00	71.00	7.00	-728.00
	28	Sodding	SY	50.00	0.00	50.00	1.73	51.73	31.00	53.63
								Section 2 Sub Total ($)		-18,842.84
Section 3	30	Repair Inlet	EA	8.00	0.00	8.00	-8.00	0.00	380.00	-3,040.00
	31	Adjust Curb & Gutter - Mud/Sand Jack	LF	6,000.00	0.00	6,000.00	-3,613.00	2,387.00	11.00	-39,743.00
	32	Rem & Repl Curb & Gutter	LF	3,000.00	0.00	3,000.00	704.00	3,704.00	42.00	29,568.00
	33	F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	0.00	20.00	29.02	49.02	65.00	1,886.30
	34	F&I Sidewalk 6" Thick Reinf Conc	SY	109.00	0.00	109.00	-41.07	67.93	70.00	-2,874.90
	35	Remove Sidewalk All Thicknesses All Types	SY	76.00	0.00	76.00	7.09	83.09	20.00	141.80
	36	Adjust Driveway - Mud/Sand Jack	SF	4,000.00	0.00	4,000.00	-676.00	3,324.00	3.15	-2,129.40
	37	Rem & Repl Driveway 6" Thick Reinf Conc	SY	200.00	0.00	200.00	-200.00	0.00	70.00	-14,000.00
	38	F&I Det Warn Panels Cast Iron	SF	181.00	0.00	181.00	-5.00	176.00	52.00	-260.00
	39	Rem & Repl Pavement 6" Thick Asph	SY	200.00	0.00	200.00	-200.00	0.00	59.00	-11,800.00
	40	F&I Aggregate for Asph Pavement FAA 43	TON	7,000.00	0.00	7,000.00	-108.34	6,891.66	38.00	-4,116.92
	41	F&I Asphalt Cement PG 58H-34	TON	392.00	0.00	392.00	-12.32	379.68	535.00	-6,591.20
	43	GV Box to Grade - no Conc	EA	37.00	0.00	37.00	-7.00	30.00	190.00	-1,330.00
	45	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	150.00	0.00	150.00	221.87	371.87	7.00	1,553.09
	46	Paint Epoxy Line 4" Wide	LF	500.00	0.00	500.00	2.00	502.00	3.20	6.40
	47	Paint Epoxy Line 8" Wide	LF	118.00	0.00	118.00	0.50	118.50	6.35	3.18

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section 3	48	Paint Epoxy Line 24" Wide	LF	150.00	0.00	150.00	6.00	156.00	20.00	120.00
	50	Sodding	SY	500.00	0.00	500.00	-123.52	376.48	31.00	-3,829.12
	91	* Extra manhole adjustment rings	LS	0.00	0.00	0.00	1.00	1.00	960.00	960.00
									Section 3 Sub Total ($)	-55,475.78
Section 4	52	Repair Inlet	EA	1.00	0.00	1.00	2.00	3.00	380.00	760.00
	54	Adjust Curb & Gutter - Mud/Sand Jack	LF	600.00	0.00	600.00	-159.00	441.00	11.00	-1,749.00
	55	Rem & Repl Curb & Gutter	LF	600.00	0.00	600.00	210.60	810.60	42.00	8,845.20
	56	F&I Sidewalk 6" Thick Reinf Conc	SY	35.00	0.00	35.00	-0.13	34.87	70.00	-9.10
	57	Remove Sidewalk All Thicknesses All Types	SY	35.00	0.00	35.00	-0.13	34.87	20.00	-2.60
	58	Adjust Driveway - Mud/Sand Jack	SF	600.00	0.00	600.00	-412.00	188.00	3.15	-1,297.80
	59	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	0.00	50.00	-50.00	0.00	80.00	-4,000.00
	60	F&I Det Warn Panels Cast Iron	SF	72.00	0.00	72.00	-4.00	68.00	52.00	-208.00
	61	F&I Aggregate for Asph Pavement FAA 43	TON	994.00	0.00	994.00	-35.45	958.55	38.00	-1,347.10
	62	F&I Asphalt Cement PG 58H-34	TON	56.00	0.00	56.00	-0.21	55.79	535.00	-112.35
	63	Casting to Grade - no Conc	EA	8.00	0.00	8.00	-4.00	4.00	200.00	-800.00
	66	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	100.00	0.00	100.00	57.72	157.72	7.00	404.04
	67	Sodding	SY	150.00	0.00	150.00	-83.83	66.17	31.00	-2,598.73
									Section 4 Sub Total ($)	-2,115.44
Section 5	69	Repair Inlet	EA	8.00	0.00	8.00	-7.00	1.00	380.00	-2,660.00
	70	F&I Repair Band 4" thru 12" Dia	EA	1.00	0.00	1.00	-1.00	0.00	860.00	-860.00
	71	Adjust Curb & Gutter - Mud/Sand Jack	LF	4,000.00	0.00	4,000.00	-2,685.00	1,315.00	11.00	-29,535.00
	72	Rem & Repl Curb & Gutter	LF	3,000.00	0.00	3,000.00	-585.10	2,414.90	42.00	-24,574.20
	73	F&I Sidewalk 6" Thick Reinf Conc	SY	44.00	0.00	44.00	23.85	67.85	70.00	1,669.50
	74	Remove Sidewalk All Thicknesses All Types	SY	20.00	0.00	20.00	2.82	22.82	11.00	31.02
	75	Adjust Driveway - Mud/Sand Jack	SF	4,000.00	0.00	4,000.00	-3,188.00	812.00	3.15	-10,042.20
	76	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	0.00	100.00	-81.71	18.29	80.00	-6,536.80

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section 5	77	F&I Det Warn Panels Cast Iron	SF	52.00	0.00	52.00	16.00	68.00	52.00	832.00
	78	F&I Aggregate for Asph Pavement FAA 43	TON	4,762.00	0.00	4,762.00	-199.59	4,562.41	38.00	-7,584.42
	79	F&I Asphalt Cement PG 58H-34	TON	267.00	0.00	267.00	-16.19	250.81	535.00	-8,661.65
	80	Casting to Grade - no Conc	EA	41.00	0.00	41.00	1.00	42.00	200.00	200.00
	81	GV Box to Grade - no Conc	EA	10.00	0.00	10.00	-3.00	7.00	190.00	-570.00
	82	Mill / Grind Asphalt Pvmt Along Curb	LF	21,743.00	0.00	21,743.00	-117.50	21,625.50	1.20	-141.00
	83	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	150.00	0.00	150.00	-44.00	106.00	7.00	-308.00
	84	Sodding	SY	500.00	0.00	500.00	-243.29	256.71	31.00	-7,541.99
	92	* extra manhole adjustment rings	LS	0.00	0.00	0.00	1.00	1.00	3,200.00	3,200.00
									Section 5 Sub Total ($)	-93,082.74
	* NC Items								**Grand Total ($)**	**-208,498.10**

Summary

Source Of Funding	
Net Amount Change Order # 2 ($)	-208,498.10
Previous Change Orders ($)	13,413.38
Original Contract Amount ($)	1,717,959.00
Total Contract Amount ($)	1,522,874.28

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
09/25/2020		0.00	0.00	09/25/2020	

Description

APPROVED

For Contractor

APPROVED DATE

Department Head 12/9/2020

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title President

Mayor

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

36

Improvement District No. BN-21-A1 Type: Wetland Mitigation Credits

Location: 64th Ave S from 33rd St – 38th St Date of Hearing: 10/26/2020

Routing	Date
City Commission	12/14/2020
Finance Committee	11/30/2020
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed a communication from Project Engineer, Jason Leonard, regarding the purchase of wetland mitigation credits for impacts associated with the 64th Avenue South street construction project.

KLJ determined that our road project will negatively affect 0.72 acres of wetland and this purchase will allow that to be permitted.

Staff is seeking approval for the purchase of wetland mitigation credits from Ducks Unlimited, Inc. in the amount of $43,200.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to recommend approval of the purchase of wetland mitigation credits from Ducks Unlimited, Inc. in the amount of $43,200 for Improvement District No. BN-21-A1 and forward to Finance Committee for Sole Source approval.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the purchase of wetland mitigation credits from Ducks Unlimited, Inc. in the amount of $43,200 for Improvement District No. BN-21-A1 and forward to Finance Committee for Sole Source approval.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed. Funds, Sales Tax & 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	☑	☑	☐	
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:

Brenda E. Derrig, PE
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Jason Leonard - Project Engineer

Date: October 22, 2020

Subject: Purchase of Wetland Mitigation Credits from Ducks Unlimited, Inc. Improvement District No. BN-21-A1

Background:

I have attached an invoice from Ducks Unlimited, Inc. in the amount of $43,200 for us purchasing wetland mitigation credits for our impacts associated with the 64th Avenue South street construction project. KLJ determined that our road project will negatively affect 0.72 acres of wetland, and this purchase will allow that to be permitted. This is a sole source procurement and a Sole Source Procurement form has been filled out and placed on the next Finance Committee agenda for approval as well.

Recommended Motion:

Approve the purchase of wetland mitigation credits from Ducks Unlimited, Inc. in the amount of $43,200 for Improvement District No. BN-21-A1.

Attachment

DUCKS UNLIMITED

Great Plains Regional Office
2525 River Road
Bismarck, ND 58503-9011
(701) 355-3500 • Fax (701) 355-3575
www.ducks.org

October 15, 2020

INVOICE # GPRO-DEFINV-2021-69

TO: City of Fargo
Attn: Jeremy Gorden
200 N 3rd Street
Fargo, ND 58102

FROM: Ducks Unlimited, Inc.
2525 River Road
Bismarck, ND 58503

FOR: Wetland Mitigation credits through the Ducks Unlimited – Grafton Mitigation Bank approved by the Army Corps of Engineers.

Grafton Mitigation Bank – Walsh County, ND:

- 0.72 wetland credits per Permit # NWO-2019-0089-BIS

Total Due: $43,200.00

Please make check payable to Ducks Unlimited, Inc. and send to the address listed above.

Payment must be received within 30 days or sale will be cancelled and re-invoiced.

Thank you.

REPORT OF ACTION

FINANCE COMMITTEE

Improvement District: BN-21-A1 **Type:** Sole Source Procurement Approval

Location: 64th Avenue South from 33rd Street to 38th Street

Date of Hearing: November 30, 2020

Routing	Date
City Commission	10/19/2020
Project File	Jason Leonard

Project Manager, Jason Leonard, presented a Sole Source Procurement with Ducks Unlimited, Inc. for the purchase of wetland mitigation credits for impacts associated with the 64th Avenue South street and overpass construction project.

MOTION:

Steve Sprague made the motion to approve; Dave Piepkorn seconded and all voted in favor.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Tim Mahoney, Mayor	X	X		
Dave Piepkorn, City Commissioner	X	X		
Bruce Grubb, City Administrator	X	X		
Mike Redlinger, Assistant City Administrator	X	X		
Kent Costin, Director of Finance	X	X		
Steve Sprague, City Auditor	X	X		
Jim Gilmour, Director of Strategic Planning & Research				

Tim Mahoney, Finance Committee Chair

THE CITY OF
Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

(37)

December 9, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-20-M1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, December 9, 2020, for Sanitary Sewer, Water Main, Storm Sewer, Paving & Incidentals, Improvement District No. BN-20-M1, located in Laverne's Addition.

The bids were as follows:

Dakota Underground Co.	$1,789,299.60
Paras Contracting Inc.	$1,803,026.71
Northern Improvement Co.	$1,851,580.00
KPH, Inc.	$1,932,634.20
Dirt Dynamics	$1,957,276.85
Fox Underground, Inc.	$2,029,629.55
Strata Corporation	$2,098,511.25
Sellin Brothers, Inc.	$2,258,687.00
Engineer's Estimate	$1,971,919.25

The special assessment escrow is not required.

This office recommends award of the contract to Dakota Underground Co. in the amount of $1,789,299.60 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs, P.E.
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-20-M1

Sanitary Sewer, Water Main, Storm Sewer, Paving & Incidentals

Laverne's Addition Phase 2

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:

Sanitary Sewer, Water Main, Storm Sewer, Paving & Incidentals Improvement District # BN-20-M1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Sanitary Sewer					
1	F&I Manhole 4' Dia Reinf Conc	EA	4.00	4,920.00	19,680.00
2	Connect Pipe to Exist Pipe	EA	2.00	3,000.00	6,000.00
3	F&I Pipe SDR 26 - 6" Dia PVC	LF	950.00	25.00	23,750.00
4	F&I Pipe SDR 35 - 12" Dia PVC	LF	1,608.00	45.00	72,360.00
5	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	560.00	50.00	28,000.00
6	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	446.00	75.00	33,450.00
7	Connect Sewer Service	EA	34.00	580.00	19,720.00
				Sanitary Sewer Total	202,960.00
Water Main					
8	F&I Fittings C153 Ductile Iron	LB	1,677.00	6.00	10,062.00
9	F&I Hydrant	EA	4.00	5,700.00	22,800.00
10	Connect Pipe to Exist Pipe	EA	2.00	3,000.00	6,000.00
11	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	43.00	30.00	1,290.00
12	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,950.00	48.00	93,600.00
13	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	138.00	74.00	10,212.00
14	F&I Gate Valve 6" Dia	EA	4.00	1,600.00	6,400.00
15	F&I Gate Valve 12" Dia	EA	3.00	3,500.00	10,500.00
16	F&I Hydrant Ext. 6" High	EA	2.00	700.00	1,400.00
17	F&I Hydrant Ext. 12" High	EA	1.00	800.00	800.00
18	F&I Hydrant Ext. 18" High	EA	1.00	920.00	920.00
				Water Main Total	163,984.00
Storm Sewer					
19	F&I Manhole 4' Dia Reinf Conc	EA	2.00	2,900.00	5,800.00
20	F&I Manhole 5' Dia Reinf Conc	EA	1.00	4,300.00	4,300.00
21	F&I Manhole 6' Dia Reinf Conc	EA	4.00	5,700.00	22,800.00
22	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	9.00	3,300.00	29,700.00
23	F&I Inlet - Round (RDI) Reinf Conc	EA	4.00	1,800.00	7,200.00
24	F&I Pipe 12" Dia	LF	106.50	39.00	4,153.50
25	F&I Pipe 15" Dia	LF	40.00	46.00	1,840.00
26	F&I Pipe 18" Dia	LF	843.00	47.00	39,621.00
27	F&I Pipe 36" Dia	LF	699.00	99.00	69,201.00
28	F&I Pipe 12" Dia Reinf Conc	LF	45.00	39.00	1,755.00
29	F&I Pipe 18" Dia Reinf Conc	LF	235.00	47.00	11,045.00
30	F&I Pipe 36" Dia Reinf Conc	LF	434.00	99.00	42,966.00
31	F&I Pipe 24" Dia Polypropylene	LF	25.50	78.00	1,989.00
32	F&I Pipe w/GB 12" Dia Reinf Conc	LF	40.00	57.00	2,280.00
33	F&I Pipe w/GB 15" Dia Reinf Conc	LF	156.00	65.00	10,140.00
34	F&I Pipe w/GB 36" Dia Reinf Conc	LF	80.00	121.00	9,680.00
				Storm Sewer Total	264,470.50
Paving					
35	Clear & Grub	LS	1.00	4,000.00	4,000.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-20-M1

Sanitary Sewer, Water Main, Storm Sewer, Paving & Incidentals

36	Remove Pavement All Thicknesses All Types	SY	700.00	7.00	4,900.00
37	Topsoil - Strip & Spread	LS	1.00	135,000.00	135,000.00
38	Excavation	CY	500.00	10.00	5,000.00
39	Fill - Contractor Supply	CY	8,810.00	0.01	88.10
40	Subcut	CY	1,775.00	6.00	10,650.00
41	Subgrade Preparation	SY	11,000.00	1.00	11,000.00
42	F&I Woven Geotextile	SY	11,000.00	1.50	16,500.00
43	F&I Class 5 Agg - 10" Thick	SY	11,000.00	10.55	116,050.00
44	F&I Edge Drain 4" Dia PVC	LF	4,500.00	7.30	32,850.00
45	F&I Curb & Gutter Standard (Type II)	LF	4,500.00	19.80	89,100.00
46	Remove Curb & Gutter	LF	100.00	8.00	800.00
47	F&I Pavement 10" Thick Doweled Conc	SY	10,000.00	59.00	590,000.00
48	Casting to Grade - Blvd	EA	14.00	300.00	4,200.00
49	Casting to Grade - w/Conc	EA	1.00	600.00	600.00
50	GV Box to Grade - Blvd	EA	7.00	200.00	1,400.00
51	Mulching Type 1 - Hydro	SY	34,000.00	0.36	12,240.00
52	Seeding Type B	SY	34,000.00	0.34	11,560.00
53	Seeding Type C	SY	10,000.00	0.30	3,000.00
54	Sediment Control Log 10" to 15" Dia	LF	100.00	2.65	265.00
55	Inlet Protection - Existing Inlet	EA	6.00	125.00	750.00
56	Inlet Protection - New Inlet	EA	9.00	125.00	1,125.00
57	F&I Driveway 7" Thick Reinf Conc	SY	225.00	65.00	14,625.00
58	F&I Sidewalk 4" Thick Reinf Conc	SY	540.00	50.00	27,000.00
59	F&I Sidewalk 6" Thick Reinf Conc	SY	45.00	60.00	2,700.00
60	F&I Det Warn Panels Cast Iron	SF	42.00	62.00	2,604.00
61	Site Grading	LS	1.00	3,900.00	3,900.00
62	Stormwater Management	LS	1.00	2,500.00	2,500.00
				Paving Total	1,104,407.10
Signing					
63	F&I Diamond Grade Cubed	SF	39.00	21.00	819.00
64	F&I Sign Assembly & Anchor	EA	6.00	80.00	480.00
65	F&I Barricade Type III	EA	4.00	490.00	1,960.00
				Signing Total	3,259.00
Street Lighting					
66	F&I Base 6' Deep Reinf Conc	EA	11.00	1,265.00	13,915.00
67	F&I Conductor #6 USE Cu	LF	6,363.00	1.68	10,689.84
68	F&I Innerduct 1.5" Dia	LF	2,433.00	3.52	8,564.16
69	F&I Luminaire Type A	EA	11.00	360.00	3,960.00
70	F&I Light Standard Type A	EA	11.00	1,190.00	13,090.00
				Street Lighting Total	50,219.00
				Total Construction in $	**1,789,299.60**
			Engineering	10.00 %	178,929.96
			Legal & Misc	3.00 %	53,678.99
			Contingencies	5.00 %	89,464.98
			Administration	4.00 %	71,571.98
			Interest	4.00 %	71,571.98
				Total Estimated Costs	**2,254,517.50**
				Special Assessments	2,254,517.50
				Unfunded Costs	**0.00**

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-20-M1

Sanitary Sewer, Water Main, Storm Sewer, Paving & Incidentals

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

Date: 12/09/2020

Tom Knakmuhs

Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 12/9/20
NORTH DAKOTA

COVER SHEET
CITY OF FARGO PROJECTS

38-1

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

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

Water Main Replacement, Street Reconstruction & Incidentals

Improvement District No. BR-21-A

Call For Bids	December 14	, 2020
Advertise Dates	December 23 & 30	, 2020
Bid Opening Date	January 20	, 2021
Substantial Completion Date	September 25	, 2021
Final Completion Date	October 25	, 2021

N/A PWPEC Report (Attach Copy) **(Part of 2021 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 Rick Larson

Phone No. (701) 476-6634

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

WATER MAIN REPLACEMENT, STREET RECONSTRUCTION,
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-21-A

Nature & Scope

This project is for the replacement of the water main, sanitary sewer services, storm inlet leads, concrete curb & gutter, concrete pavement, and sidewalk repairs.

The project will be on 7th Avenue North from University Drive to Broadway and on 11th Street North from 6th Avenue to 7th Avenue.

Purpose

The existing water main is cast iron pipe (CIP), which was installed up to 104 years ago and is being replaced with polyvinyl chloride (PVC) to minimize impacts and costs associated with breaks. This line will also be upsized to accommodate future water tower #1 needs.

The street reconstruction is necessary because the existing street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include concrete pavement, gravel base, curb and gutter, storm sewer inlets and leads, sanitary sewer spot repairs, driveway approaches, and sidewalk replacement.

The project will be funded by a combination of City Funds (Wastewater Utility funds and Water Utility Funds), State Funds, and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

Feasibility

The estimated cost of construction is $3,523,290.50. The cost breakdown is as follows:

Sanitary Sewer Costs	$	311,016
Plus 10% Engineering Fee:	$	31,102
Plus 4% Administration Fee:	$	12,441
Plus 3% Legal Fee:	$	9,330
Plus 4% Interest Fee:	$	12,441
Plus 5% Contingency:	$	15,551
Total Estimated Sanitary Sewer Cost:	**$**	**391,880**
Sanitary Sewer Amount Special Assessed:	$	-
Sanitary Sewer Amount City Funded:	$	391,880

Water Main Costs	$	852,312
Plus 10% Engineering Fee:	$	85,231
Plus 4% Administration Fee:	$	34,092
Plus 3% Legal Fee:	$	25,569
Plus 4% Interest Fee:	$	34,092
Plus 5% Contingency:	$	42,616
Total Estimated Water Main Cost:	**$**	**1,073,913**
Water Main Amount Special Assessed:	$	168,106
Water Main Amount City Funded:	$	905,807

Storm Sewer Costs	$	174,570
Plus 10% Engineering Fee:	$	17,457
Plus 4% Administration Fee:	$	6,983
Plus 3% Legal Fee:	$	5,237
Plus 4% Interest Fee:	$	6,983
Plus 5% Contingency:	$	8,729
Total Estimated Storm Sewer Cost:	**$**	**219,958**
Storm Sewer Amount Special Assessed:	$	-
Storm Sewer Amount State Funded:	$	219,958

Paving Costs	$	2,110,085
Plus 10% Engineering Fee:	$	211,008
Plus 4% Administration Fee:	$	84,403
Plus 3% Legal Fee:	$	63,303
Plus 4% Interest Fee:	$	84,403
Plus 5% Contingency:	$	105,504
Total Estimated Paving Cost:	**$**	**2,658,706**
Paving Amount Special Assessed:	$	1,606,582
Paving Amount City Funded:	$	937,165
Paving Amount State Funded:	$	114,960

11th St Water Tower Costs	$	75,308
Plus 10% Engineering Fee:	$	7,531
Plus 4% Administration Fee:	$	3,012
Plus 3% Legal Fee:	$	2,259
Plus 4% Interest Fee:	$	3,012
Plus 5% Contingency:	$	3,765
Total Estimated Paving Cost:	**$**	**94,888**
11 St Water Tower Amount Special Assessed:	$	-
11 St Water Tower Amount State Funded:	$	94,888

Project Funding Summary		
Waste Water Utility Funds	23.19%	$ 1,029,420.00
Water Utility Funds	29.29%	$ 1,300,320.00
State Funds (Prairie Dog)	7.54%	$ 334,918.43
Special Assessments	39.98%	$ 1,774,687.60
Total Estimated Project Cost		**$ 4,439,346.03**

The cost to property owners will be per City policy.

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 12/9/2020
NORTH DAKOTA

Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT,
STREET RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-21-A

LOCATION:

On 7th Avenue North from University Drive to Broadway.
On 11th Street North from 6th Avenue to 7th Avenue.

COMPRISING:

Lots 1 through 12, inclusive, Block 1.
Lots 1 through 16, inclusive, Block 2.
All in Stern's Addition.

Lots 1 through 6 and A through J, inclusive, Block 3.
Lots 1 through 18, inclusive, Block 4.
Lots 1 through 6 and A through J, inclusive, Block 5.
Lots 1 through 6 and A through J, inclusive, Block 6.
The west ½ of Lot 2 and 3 through 10, inclusive, Block 7.
All in Harwood's Addition.

Lot 1, Block 1.
All in 701 Brew Addition, a replat of Lot 1 and east ½ of Lot 2, Block 7, Harwood's Addition.

Lots 1 and 3 through 11, inclusive, Block 11.
Lots 1 through 1, inclusive, Block 12.
Lots 1 through 11, inclusive, Block 13.
Lots 1 through 10, inclusive, Block 16.
Lots 1 through 10, inclusive, Block 17.
Lots 1 through 10, inclusive, Block 18.
All in Harwood's 2nd Addition.

Lots 1 through 13, inclusive, Block 9.
Lots 1 through 14, inclusive, Block 10.
Lots 1 through 10, inclusive, Block 19.
Lots 1 through 10, inclusive, Block 20.
All in Harwood's 3rd addition.

Lots 1 through 6, inclusive, Block 1.
All in Diamond Willow Addition, a replat of Lots 15 and 16, Block 15, Douglas Addition.

Lots 1 through 14, 17 and 18, inclusive, Block 15.
All in Douglas Addition.

Lots W, X, and Y, inclusive, part of Auditor's Lots 6 & 7 of NW ¼ of Section 6.

Lots 10 through 18, inclusive, Block 1.
Lots 7 through 18, inclusive, Block 2.
All in Park Addition.

Lot 1, inclusive, Block 6.
Lot 1, inclusive, Block 7.
Lots 1 through 3, inclusive, Block 8.
Lot 1, inclusive, Block 9.
All in Meritcare Addition.

Lots 1 through 4, inclusive, Block 1.
All in Maurice Sheehan's Subdivision of a part of Block 2, Park Addition.

Lots1 through 9, part of Block E of Chapin, Johnson & Barrett's Addition.

Block B.
Block C.
Block D.
A portion of Block E north of 4th Avenue and up to the south edge of Kirkham's Subdivision.
All in Chapin, Johnson & Barrett's Addition.

Lots A through F.
All in Duncan's Subdivision, of a part of Lots 5, 6 & 7, Block 13, Robert's 2nd Addition.

Lots 1 through 12, inclusive, Block 12.
Lots 1 through 4, inclusive, Block 13.
Lots 1 through 5, inclusive, Block 14.
Lots 1 through 6, inclusive, Block 15.
Lots 1 through 6, inclusive, Block 17.
Lots 1 through 9, inclusive, Block 18.
Lots 5 through 9, inclusive, Block 19.
Lots 1 through 12, inclusive, Block 30.
Lots 1 through 6, inclusive, Block 31.
Lots 1 through 6, inclusive, Block 32.
Lot 1, inclusive, Block 34.
Lots 1 through 12, inclusive, Block 35.
Lots 1 through 6, inclusive, Block 46.
Lots 1 through 5, inclusive, Block 47.
All in Robert's Second Addition.

Lots1 through 6, inclusive, Block 1.
All in Fargo Park District North Maintenance Addition, a replat of part of Robert's Second Addition.

Lot 1, inclusive, Block 1.
All in Christianson Addition, a replat of part of Robert's Second Addition.

All of the unplatted, vacated and rail road land that is bounded on the north by 10th Avenue North, bounded on the west by University Drive North, bounded on the south by 4th Avenue North, and bounded on the east by Broadway North.

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

CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

WATER MAIN REPLACEMENT, STREET
RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-21-A

COVER SHEET
CITY OF FARGO PROJECTS

38-2

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

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

WATER MAIN REPLACEMENT, STORM SEWER, STREET RECONSTRUCTION & INCIDENTALS

Improvement District No. BR-21-C

Call For Bids December 14, 2020

Advertise Dates December 23 & 30, 2020

Bid Opening Date January 20, 2021

Substantial Completion Date October 3, 2021

Final Completion Date October 31, 2021

N/A PWPEC Report (Attach Copy) (**Part of 2021 CIP**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids (to be bid by NDDOT)

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Aaron Edgar

Phone No. (701) 476-4108

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

WATER MAIN REPLACEMENT, STORM SEWER, STREET RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-21-C

Nature & Scope

This project is for the replacement of the water main, sanitary sewer services, storm sewer, street reconstruction, a shared use path, street lighting and incidentals.

The project will be on 21st Avenue South from Gold Drive to the east side of 15th Street.

Purpose

The existing water mains are ACP, which were installed over 40 years ago and are being replaced to minimize impacts and costs associated with breaks.

The existing 30" Raw Water Line is DIP, and is being replaced to minimize impacts and costs associated with breaks.

The street reconstruction is necessary because the existing asphalt street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt street paving, gravel base, curb and gutter, new storm sewer main, inlets and leads, driveway approaches, street lights, a shared use path, and isolated sidewalk repairs.

The project will be funded by a combination of City Funds (Wastewater Utility funds, Water Utility Funds, and Sales Tax Funds), State Funds, and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

Feasibility

The estimated cost of construction is $3,363,000. The cost breakdown is as follows:

Sanitary Sewer Costs	$	78,600
Plus 10% Engineering Fee:	$	7,860
Plus 4% Administration Fee:	$	3,144
Plus 3% Legal Fee:	$	2,358
Plus 4% Interest Fee:	$	3,144
Plus 5% Contingency:	$	3,930
Total Estimated Sanitary Sewer Cost:	**$**	**99,036**
Sanitary Sewer Amount Special Assessed:	$	91,171
Sanitary Sewer Amount City Funded:	$	7,865

Water Main Costs	$	523,000
Plus 10% Engineering Fee:	$	52,300
Plus 4% Administration Fee:	$	20,920
Plus 3% Legal Fee:	$	15,690
Plus 4% Interest Fee:	$	20,920
Plus 5% Contingency:	$	26,150
Total Estimated Water Main Cost:	**$**	**658,980**
Water Main Amount Special Assessed:	$	91,171
Water Main Amount City Funded:	$	567,809

Storm Sewer Costs	$	313,700
Plus 10% Engineering Fee:	$	31,370
Plus 4% Administration Fee:	$	12,548
Plus 3% Legal Fee:	$	9,411
Plus 4% Interest Fee:	$	12,548
Plus 5% Contingency:	$	15,685
Total Estimated Storm Sewer Cost:	**$**	**395,262**
Storm Sewer Amount Special Assessed:	$	268,444
Storm Sewer Amount State Funded:	$	126,818

Paving Costs	$	1,605,000
Plus 10% Engineering Fee:	$	160,500
Plus 4% Administration Fee:	$	64,200
Plus 3% Legal Fee:	$	48,150
Plus 4% Interest Fee:	$	64,200
Plus 5% Contingency:	$	80,250
Total Estimated Paving Cost:	**$**	**2,022,300**
Paving Amount Special Assessed:	$	501,937
Paving Amount City funded:	$	703,883
Paving Amount State Funded:	$	816,480

Raw Water Transmission Main	$	842,700
Plus 10% Engineering Fee:	$	84,270
Plus 4% Administration Fee:	$	33,708
Plus 3% Legal Fee:	$	25,281
Plus 4% Interest Fee:	$	33,708
Plus 5% Contingency:	$	42,135
Total Estimated Raw Water Transmission Main:	**$**	**1,061,802**
Raw Water Transmission Main Special Assessed:	$	-
Raw Water Transmission Main Amount City Funded:	$	1,061,802

Project Funding Summary			
Wastewater Utility Funds	15.25%	$	646,380.00
Water Utility Funds	38.46%	$	1,629,611.14
Sales Tax	4.54%	$	192,186.12
State Funds	19.27%	$	816,480.00
Special Assessments	22.48%	$	952,722.74
Total Estimated Project Cost		**$**	**4,237,380.00**

The cost to property owners will be per City policy.

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 12/8/2020
NORTH DAKOTA

Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT, STORM SEWER, STREET RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-21-C

LOCATION:

On 21ST Avenue South from Gold Drive to 15th Street.

COMPRISING:

Lots 3 and 4, Block 1.
All in Mjelde Addition.

Lot 1, Block 1.
All in Oak Court Addition.

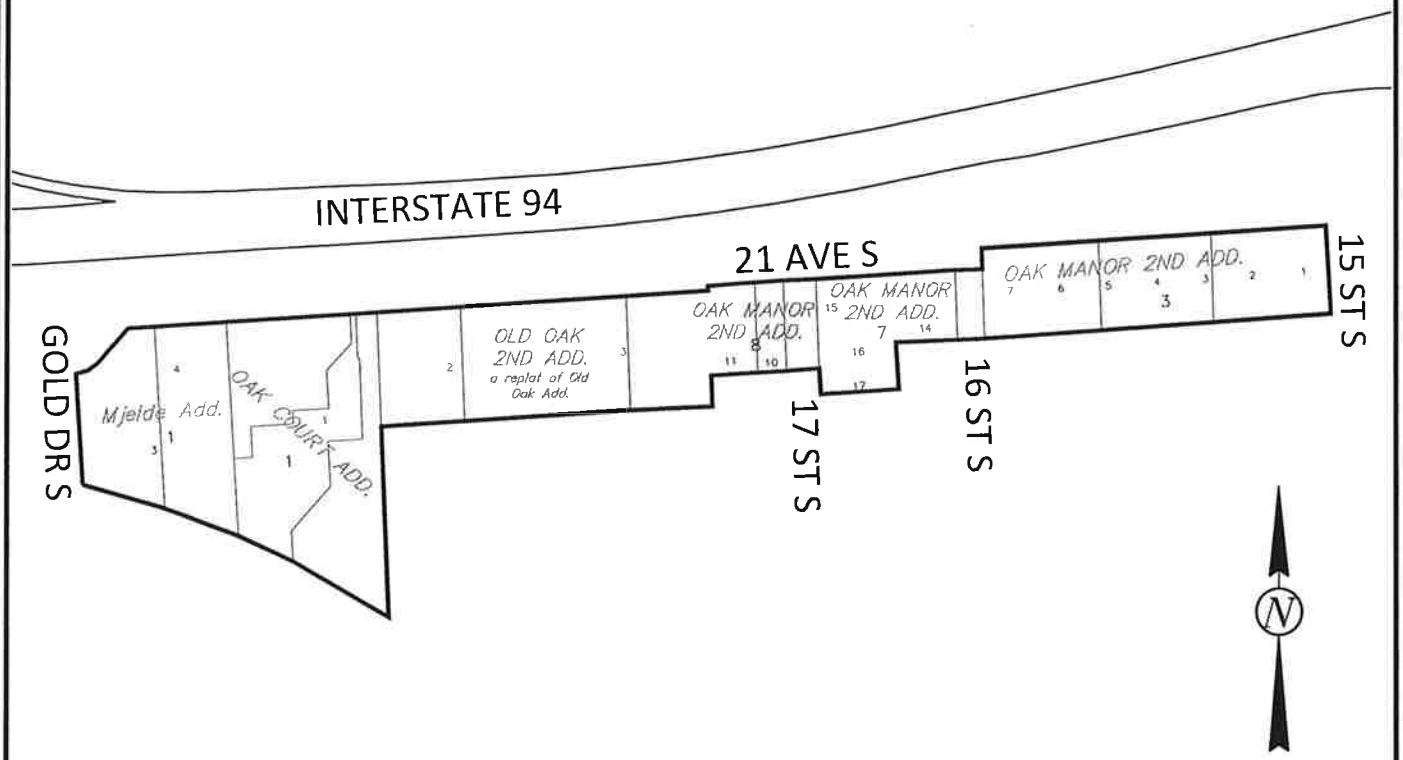
Lots 2 and 3, Block 1.
All in Old Oak 2nd Addition.

Lots 10 and 11, Block 8.
All in Oak Manor 2nd Addition.

Lots 14 through 17, Block 7.
All in Oak Manor 2nd Addition.

Lots 1 through 7, Block 3.
All in Oak Manor 2nd Addition.

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



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

WATER MAIN REPLACEMENT, STORM SEWER,
STREET RECONSTRUCTION, & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-21-C